

DATED 1st November 2012

ROWLAND HOMES LIMITED

and

HSBC BANK PLC

and

RIBBLE VALLEY BOROUGH COUNCIL

and

ST. VINCENT'S HOUSING ASSOCIATION LIMITED

DEED OF VARIATION

amending

an Agreement pursuant to Section 106 Town & Country Planning
Act 1990 dated 2 February 2012

Land at Barrow Brook
Barrow
Clitheroe

Croftons Solicitors LLP
The Lexicon
Mount Street
Manchester M2 5FA

THIS DEED OF VARIATION is made the

1st November

2012

BETWEEN

1. **ROWLAND HOMES LIMITED** (Company Registration No. 2790915) of Farington House Stanifield Leyland PR25 4UA ("the **Developer**")
2. **HSBC BANK PLC** (Company Registration No. 14259) of Sheffield Securities Processing Centre P.O. Box 3924 Sheffield S1 9BD ("the **Mortgagee**")
3. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA ("the **Council**") and
4. **ST. VINCENT'S HOUSING ASSOCIATION LIMITED** (Industrial and Provident Society Number IP19947R) whose registered office is at 1st Floor, Metropolitan House 20 Brindley Road Old Trafford, Manchester M16 9HQ ("the **Association**")

WHEREAS

- (1) On the 2nd February 2012, the Developer and the Council entered into an agreement with others pursuant to section 106 of the Town and Country Planning Act 1990 ("the Agreement") relating to land at Barrow Brook, Barrow, Clitheroe.
- (2) The Developer is now the freehold owner of the land under Land Registry Title Numbers LAN33017 and LAN49236 and the land is now subject to a Legal Charge dated 27th February 2012 made between the Developer and the Mortgagee.
- (3) The Association is the Registered Provider as defined in the Agreement.
- (4) The parties have agreed to enter into this deed of variation ("this Deed") for the purposes of varying certain provisions of the Agreement and the parties agree that the definitions contained within the Agreement apply to this Deed with like effect (except as may be varied herein)
- (5) The Agreement shall be varied as set out in this Deed
- (6) The provisions of the Agreement as varied and those not varied shall remain in full force and effect and shall continue to bind the parties and their successors in title
- (7) This Deed will not prevent the Council from exercising statutory powers under any legislation
- (8) The parties acknowledge that this Deed is a local land charge and will be registered as such

VARIATIONS

(9) The parties agree to vary the Agreement as follows:-

9.1 Insert a new paragraph as Clause 1.8.4 of Schedule 1:-

“In marketing each Affordable Housing Unit the Registered Provider shall, for a period of six months from the said Affordable Housing Unit becoming vacant, use all reasonable endeavours to identify a tenant or purchaser (as the case may be) being a person who meets the definition of Approved Person in this Agreement but if at the end of the period of six months in which an Affordable Housing Unit has been marketed no Approved Person has been identified then the Registered Provider may dispose of the Affordable Housing Unit to a person who is not an Approved Person.”

9.2 Renumber Para 1.6.3 as Para 1.6.2 and amend the wording to refer to the “Approved Person”.

9.3 Delete Para 1.6.4 of Schedule 1 and replace with the following new Clause 1.6.3:-

“The provisions of Clauses 1.5 to 1.6.2 and 1.7 to 1.8.4 of this Schedule 1 shall not be binding on either any mortgagee (of either the Registered Provider or a person deriving title from the Registered Provider) who has exercised its power of sale under any mortgage or charge of the Property or any Affordable Housing Unit comprised in the Property, or on a bona fide purchaser for value thereof from any such mortgagee.”

9.4. Add a new Clause 1.6.4 to Schedule 1 of the Agreement as follows:-

“Should the Council and/or the RSL be unable to nominate an Approved Person to any mortgagee (of either the RSL or a person deriving title from the RSL) who has exercised its power of sale under any mortgage or charge of the Property or any Affordable Housing Unit comprised in the Property within two months of a request by such mortgagee in possession then the mortgagee in possession shall be free to sell the Affordable Housing Unit on the open market.”

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

10. It is not intended that any person will be entitled to enforce any provisions of this deed who would not have been entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof the parties have executed this Deed the day and year first hereinbefore written

THE COMMON SEAL of)
RIBBLE VALLEY BOROUGH COUNCIL)
was affixed in the presence of:)

[Signature]

Mayor

M. H. Scott

Chief Executive



EXECUTED as a DEED by a duly)
authorised Official of HSBC Bank plc as)
Attorney of HSBC Bank plc in the presence)
of:)

[Signature]

Attorney of HSBC Bank plc

EXECUTED as a DEED by)
ROWLAND HOMES LIMITED)
acting by two Directors or one Director and)
The Company Secretary)

Director

[Signature]

Director/Secretary

[Signature]

The **COMMON SEAL** of
ST VINCENT'S HOUSING ASSOCIATION
LIMITED
was affixed in the presence of:-

)
)
)
)



Authorised Signatory

Authorised Signatory