

DATED

26th June

2013

DEED OF VARIATION

relating to

**Land at Calderstones Hospital
Mitton Road
Whalley**

between

RIBBLE VALLEY BOROUGH COUNCIL (1)

LANCASHIRE COUNTY COUNCIL (2)

TAYLOR WIMPEY UK LIMITED (3)

AND

BANK OF IRELAND (UK) PLC (4)

This deed is dated

26th June

2013

PARTIES

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of the Council Offices Church Walk Clitheroe Lancashire ("the Council")
- (2) **LANCASHIRE COUNTY COUNCIL** of PO Box 78 County Hall Preston PR1 8XJ ("the County Council")
- (3) **TAYLOR WIMPEY UK LIMITED** (registered number 01392762) whose registered office is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("the Owner")
- (4) **BANK OF IRELAND (UK) PLC** (registered number 07022885) whose registered office is at Bow Bells House 1 Bread Street London EC4M 9BE ("the Chargee")

BACKGROUND

- (A) This deed is supplemental and collateral to the Original Agreement.
- (B) The Council is the Local Planning Authority and the County Council is the Local Education Authority for the purposes of the Act.
- (C) The Council and the County Council are the authorities by whom the obligations set out in the Original Agreement are enforceable.
- (D) The Owner purchased the Property (as defined in the Original Agreement) by a Transfer dated 9th July 2012 and the Owner's title to the Property is registered at HM Land Registry under title number LAN63747
- (E) The Owner the Chargee the Council and the County Council have agreed to vary the Original Agreement on the terms set out in this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions in this clause apply in this deed.

"Act"

means the Town and Country Planning Act 1990 (as amended)

“Original Agreement”

means an agreement made pursuant to Section 106 of the Act in relation to land at Calderstones Hospital Mitton Road Whalley dated 18th June 2012 and made between Ribble Valley Borough Council (1) Lancashire County Council (2) City Quay (Liverpool) Limited (3) Kerry Bailey and Jonathan David Newell (4) Bank of Ireland (UK) PLC (5) and The Secretary of State for Health (6)

- 1.2 References to the **Owner the Chargee the Council and the County Council** include a reference to their respective successors in title and assigns.
- 1.3 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.4 A **person** includes a corporate or unincorporated body.
- 1.5 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.6 Clause, Schedule and paragraph headings do not affect the interpretation of this deed.

2. VARIATION TO THE ORIGINAL AGREEMENT

2.1 Variation made

From and including the date of this deed, the Original Agreement shall be read and construed as varied by the provisions set out in the Schedule.

2.2 Original Agreement remains in force

The Original Agreement shall remain fully effective as varied by this deed and the terms of the Original Agreement shall have effect as though the provision

contained in this deed had been originally contained in the Original Agreement.

3. STATUTORY AUTHORITIES

This deed is made pursuant to Section 106 and 106A of the Act.

4. LAND CHARGE

This deed shall be registerable as a local land charge by the Council.

5. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

6. CONTRACTUAL RIGHTS OF THIRD PARTIES

No term of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule

VARIATION TO THE ORIGINAL AGREEMENT

1. Paragraph 13 of the First Schedule in the Original Agreement shall be deleted and replaced with the following wording:-

"None of the affordable housing obligations in this Agreement shall be binding upon a chargee or mortgagee of the Affordable Housing Provider in the event of default under a mortgage or charge or upon any receiver appointed by them or any successors in title to such mortgagee chargee or receiver and such chargee mortgagee or such receiver appointed by them (including administrative receivers) or any successors in title to such mortgagee chargee or receiver appointed by them and their successors in title shall be entitled to sell the Affordable Units free from the provisions of this Agreement and provided further that such provisions shall not bind a tenant of an Affordable Unit who exercises any right to buy or right to acquire such dwelling or acquires the relevant Affordable Unit pursuant to a voluntary sales policy of his landlord nor any mortgagee or chargee of such a tenant nor any receiver appointed by such mortgagee or chargee (including administrative receivers) and not to any person deriving title through or under such tenant and shall not bind any tenant or successor in title thereto who staircases out a property to 100% nor any mortgagee or chargee of such a tenant nor any receiver appointed by such mortgagee or chargee (including administrative receivers) nor any persons deriving title from such tenants mortgagees chargees or receivers"