

DATED

26 June 2026

LANCASHIRE COUNTY COUNCIL

and

RIBBLE VALLEY BOROUGH COUNCIL

and

SPARROW SHARED OWNERSHIP LIMITED

and

SAGE RENTED LIMITED

and

SITUS ASSET MANAGEMENT LIMITED

DEED OF VARIATION

Pursuant to Section 106A of the

Town and Country Planning Act 1990 (as amended)

IN RESPECT OF

LAND AT HIGHER STANDEN FARM, PENDLE ROAD, CLITHEROE

Devonshires Solicitors

30 Finsbury Circus

London

EC2M 7DT

Tel: 0207 628 7576

Ref: LXW/SAG5/33

THIS DEED of VARIATION is made on the *26* of *June 2026*
BETWEEN

- (1) **LANCASHIRE COUNTY COUNCIL** of PO Box 78 County Hall Fishergate Preston Lancashire PR1 8XJ ("the **County Council**")
- (2) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire ("the **Council**")
- (3) **SPARROW SHARED OWNERSHIP LIMITED** (Company Number 05489096 and Registered Provider Code 4636) 5th Floor Orion House, 5 Upper St Martin's Lane, London, WC2H 9EA ("**Sparrow**")
- (4) **SAGE RENTED LIMITED** (Company Number 11217855 and Registered Provider Code 5083) 5th Floor Orion House, 5 Upper St Martin's Lane, London, WC2H 9EA ("**Sage Rented**")
- (5) **SITUS ASSET MANAGEMENT LIMITED** (company registration number 06738409) whose registered office is at 10th floor, 25 North Colonnade, London, England, E14 5HZ (**Situs**)

WHEREAS

1. The Council is the local planning authority for the purposes of the Act in which the Property (as defined in the Original Agreement) is situated).
2. The County Council is the county planning authority, the local highway authority and the education authority for the area in which the Property is situated.
3. Sparrow is the registered proprietor of part of the Property with title absolute registered at the Land Registry with title number LAN208868.
4. Sage Rented is the registered proprietor of part of the Property with title absolute registered at the Land Registry with title numbers LAN288059, LAN255305 and LAN240668.
5. On the 11th April 2016 the County Council, the Council, the First Owner (as defined in the Original Agreement), the Second Owner (as defined in the Original Agreement) and the First Owner (defined as the Developer in the Original Agreement) entered into the Original Agreement.
6. The Original Agreement was subsequently varied on the 9th of October 2017 whereby the County Council, the Council, the First Owner (as defined in the Original Agreement), the Second Owner (as defined in the Original Agreement), and the First

Owner (defined as the Developer in the Original Agreement) entered into the First Supplemental Agreement.

7. Sparrow and Sage Rented have requested that the Original Agreement is varied by the terms of this Agreement in relation to the Relevant Land only.
8. The Council considers it expedient and in the interests of the proper planning of its area and having regard to its statutory function that this Agreement which is a supplemental agreement to the Original Agreement be entered into for the purpose of securing satisfactory arrangements for the development of the Property.
9. Subject to the variations as set out in this Deed, The Original Agreement as varied by the First Supplemental Agreement shall remain in full force and effect in respect of the relevant land.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

In this Agreement where the context so admits all expressions shall have the meanings given to them by the Original Agreement save that the following expressions shall have the following meanings:-

"Act"	means the Town and Country Planning Act 1990
"the Charged Land"	means the land registered at the Land Registry with: (a) title number LAN288059 and shown edged red on Plan 1; and (b) title number LAN255305 and shown edged red on Plan 2.
"the First Supplemental Agreement"	the agreement under Section 106A of the Act dated 9 October 2017 made between (1) Lancashire County Council (2) Ribble Valley Borough Council (3) Martin Mark Charles Aspinall and John Andrew Ferguson (as the Trustees of the Higher Standen Farm Trust) (4) John Andrew Ferguson, Thomas Nicholas John Aspinall (as the Trustees of the JER Aspinall

Settlement) and (5) Taylor Wimpey UK Limited

"the Original Agreement"	the agreement under Section 106 of the Act dated 11 April 2016 and made between (1) Lancashire County Council (2) Ribble Valley Borough Council (3) Martin Mark Charles Aspinall, Richard Michael Cornish and John Andrew Ferguson (as the Trustees of the Higher Standen Farm Trust) (4) Richard Michael Cornish and John Andrew Ferguson (as Trustees of the JER Aspinall Settlement) and (5) Taylor Wimpey UK Ltd
"Plan"	means the plans attached hereto and so numbered.
"Property"	has the same meaning as the Original Agreement.
"Relevant Land"	means the Sage Rented Land and the Sparrow Land.
"Sage Rented Land"	Means the land registered at the Land Registry with: (a) title number LAN288059 and shown edged red on Plan 1; (b) title number LAN255305 and shown edged red on Plan 2; and (c) title number LAN240668 and shown edged red on Plan 3.
"Sparrow Land"	Means the land registered with the Land Registry with title number LAN208868 and shown edged red on Plan 4 (excluding the land edged green).

2 CONSTRUCTION OF THIS DEED

- 2.1 The definitions and rules of interpretation in this Clause apply in this Deed.
- 2.2 All references in this Deed to Clauses in the Original Agreement are to Clauses within the Original Agreement.

- 2.3 Clause headings shall not affect the interpretation of this Deed.
- 2.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.5 A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.7 A reference to a party shall include that party's representatives, successors or permitted assigns and in the case of the County Council or the Council the successors to its respective statutory functions.
- 2.8 A reference to a statute or statutory provisions is a reference to it as it is in force at the date of this Deed and shall include any subordinate legislation made under the statute or statutory provision.
- 2.9 References to clauses, schedules and plans (unless the context otherwise requires) are to clauses, schedules and plans of this Deed.
- 2.10 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of the individually unless there is an express provision otherwise.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to all powers enabling the parties and in particular Section 106 and Section 106A of the Act and Section 111 of the Local Government Act 1972, Section 1 and the Localism Act 2011 and any other enabling powers with the intention that it shall bind the interests of Sparrow and Sage Rented.
- 3.2 The obligations imposed upon Sparrow and Sage Rented by this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against Sparrow and Sage Rented its successors in title and assigns and the persons claiming under or through it.

4 SITUS CONSENT

Situs acknowledges and declares that this Deed has been entered into with its consent and that the Charged Land shall be bound by the obligations contained in this Deed and that the security of the mortgages over the Charged Land shall take effect subject to the Original Agreement as varied by this Deed PROVIDED THAT

Situs (and any future mortgagee or chargee) shall otherwise have no liability under this Deed or the Original Agreement unless any breach of the obligations under this Deed are committed or continuing at a time when Situs is in possession of the Charged Land, in which event Situs shall be bound by the obligations as if it were a person deriving title from Sage Rented (as applicable) in accordance with the terms of this Deed. For the avoidance of doubt Situs will not be liable for any pre-existing breach prior to becoming a mortgagee in possession, and will have no liability for breaches which arise after it ceases to have any interest in the Charged Land.

5 VARIATION TO THE ORIGINAL AGREEMENT

The parties hereby agree that the following amendments shall be made to the Original Agreement.

5.1 The Original Agreement shall be varied in relation to the Relevant Land as follows:

5.1.1 the definition of "Mortgagee" in clause 1 of the Original Agreement shall be deleted;

5.1.2 Clause 12.1 of the Original Agreement shall be deleted and replaced with the following:

12.1 The provisions relating to the Affordable Housing in this Schedule shall not be binding on a mortgagee or charge (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or charge or Receiver PROVIDED THAT:

(a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

(b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units

free from the affordable housing provisions in this Agreement which provisions shall determine absolutely.

4 COSTS OF THIS AGREEMENT

Upon completion of this Agreement the Sage Homes shall pay to the Council its reasonable and proper legal costs in connection with the negotiation preparation and completion of this Agreement of £181.00.

5. COVENANTS TO THE COUNCIL

Sparrow and Sage Rented covenant to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this deed.

6 REGISTRATION

This Agreement shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council and a notice in the Charges Register at Land Registry

7 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

8 GOVERNING LAW

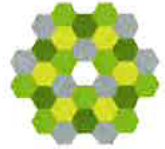
This deed and any dispute or claim arising out of it or in connections with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS whereof this instrument has been executed as a Deed by Sparrow and Sage Rented and the Council the date and year first before written

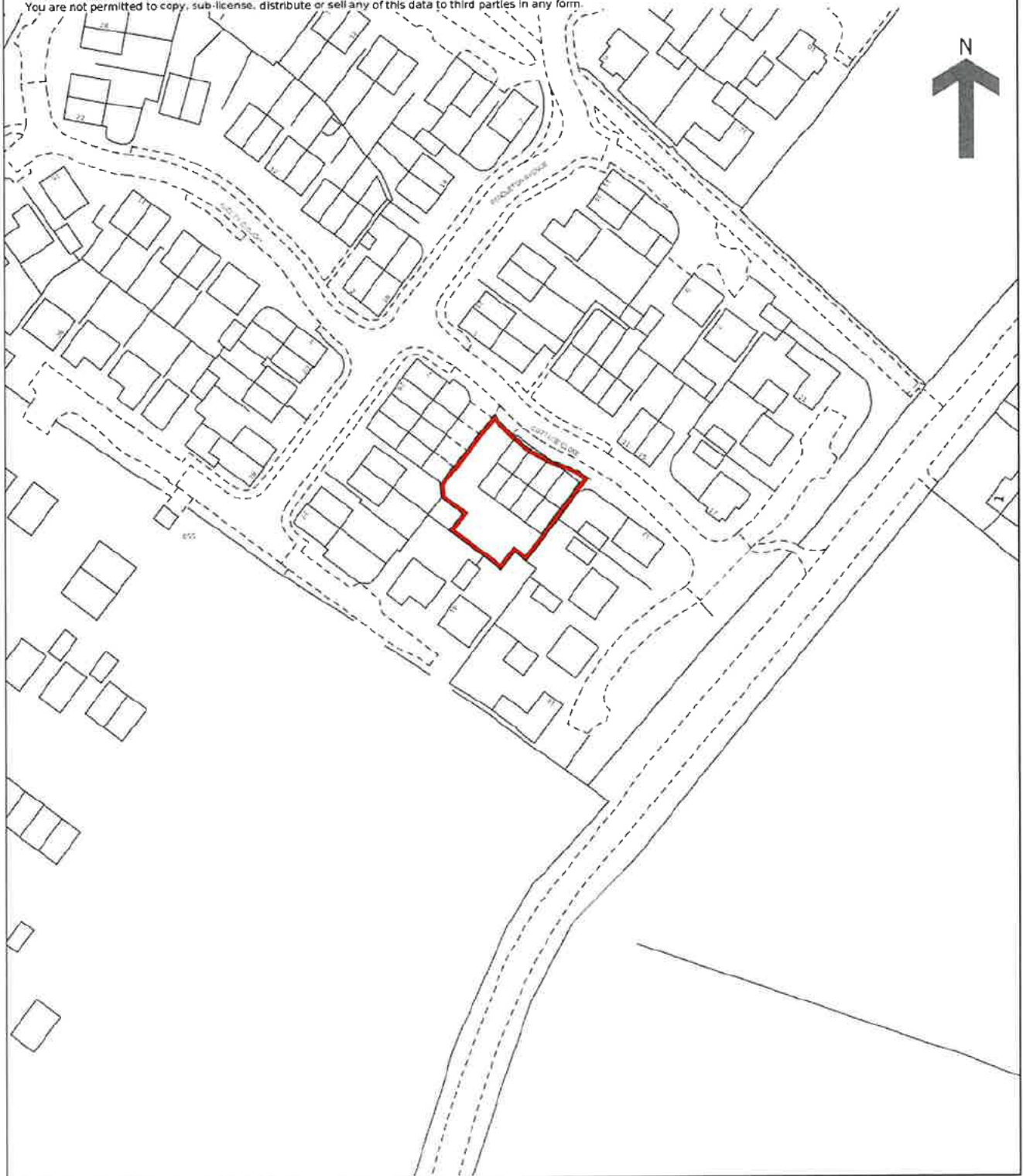
SCHEDULE 1: Plans

HM Land Registry
Official copy of
title plan

Title number **LAN288059**
Ordnance Survey map reference **SD7540NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Lancashire : Ribble
Valley**



© Crown copyright and database rights 2024 Ordnance Survey AC0000851063.
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.

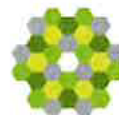


Plan 1

This official copy is incomplete without the preceding notes page.

HM Land Registry
Official copy of
title plan

Title number **LAN255305**
Ordnance Survey map reference **SD7540NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Lancashire : Ribble Valley**



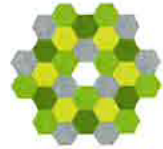
© Crown copyright and database rights 2024 Ordnance Survey AC0000651063
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form



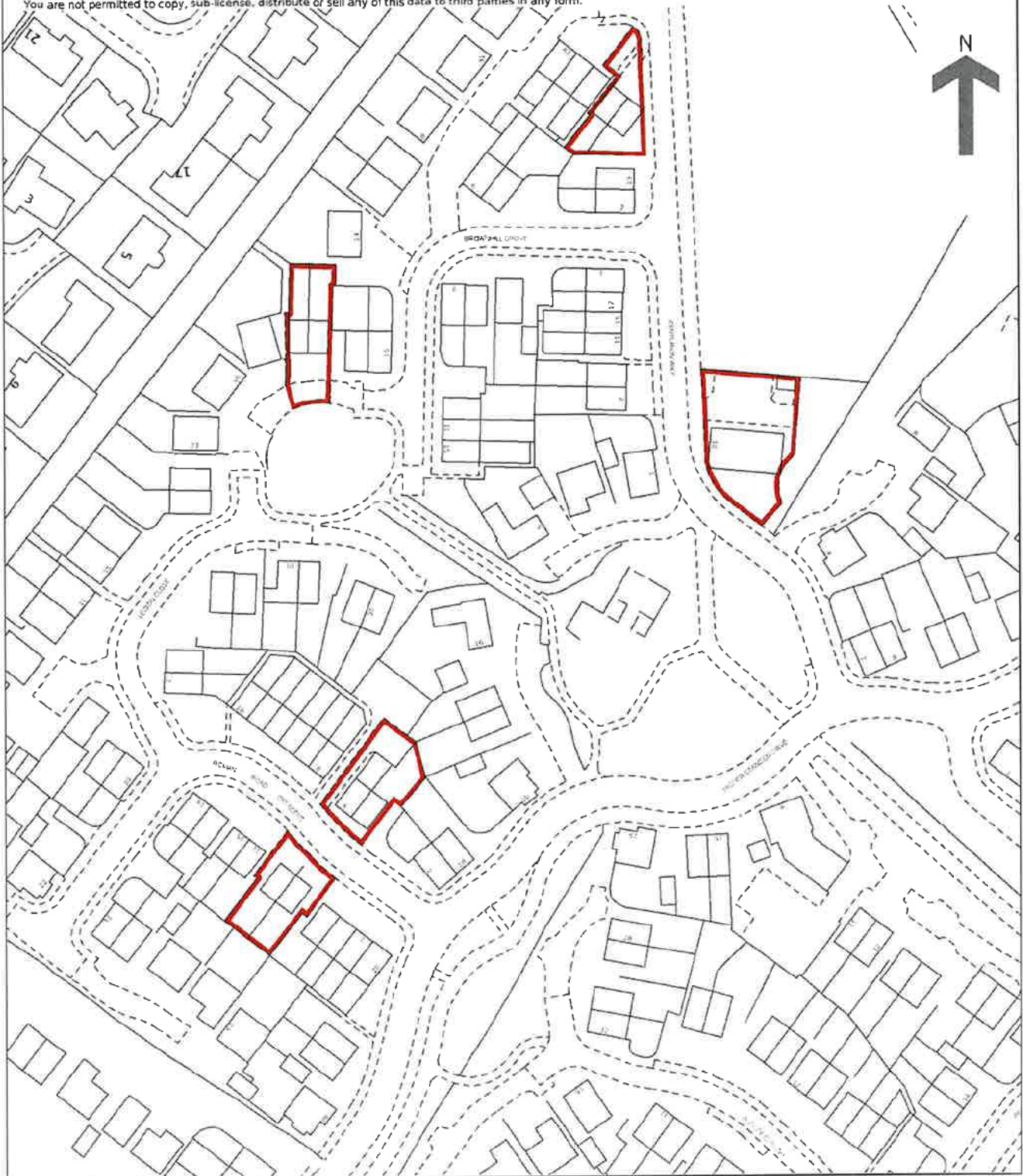
Plan 2

HM Land Registry
Official copy of
title plan

Title number **LAN240668**
Ordnance Survey map reference **SD7540NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Lancashire : Ribble Valley**



© Crown copyright and database rights 2023 Ordnance Survey AC0000851063.
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.

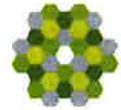


Plan 3

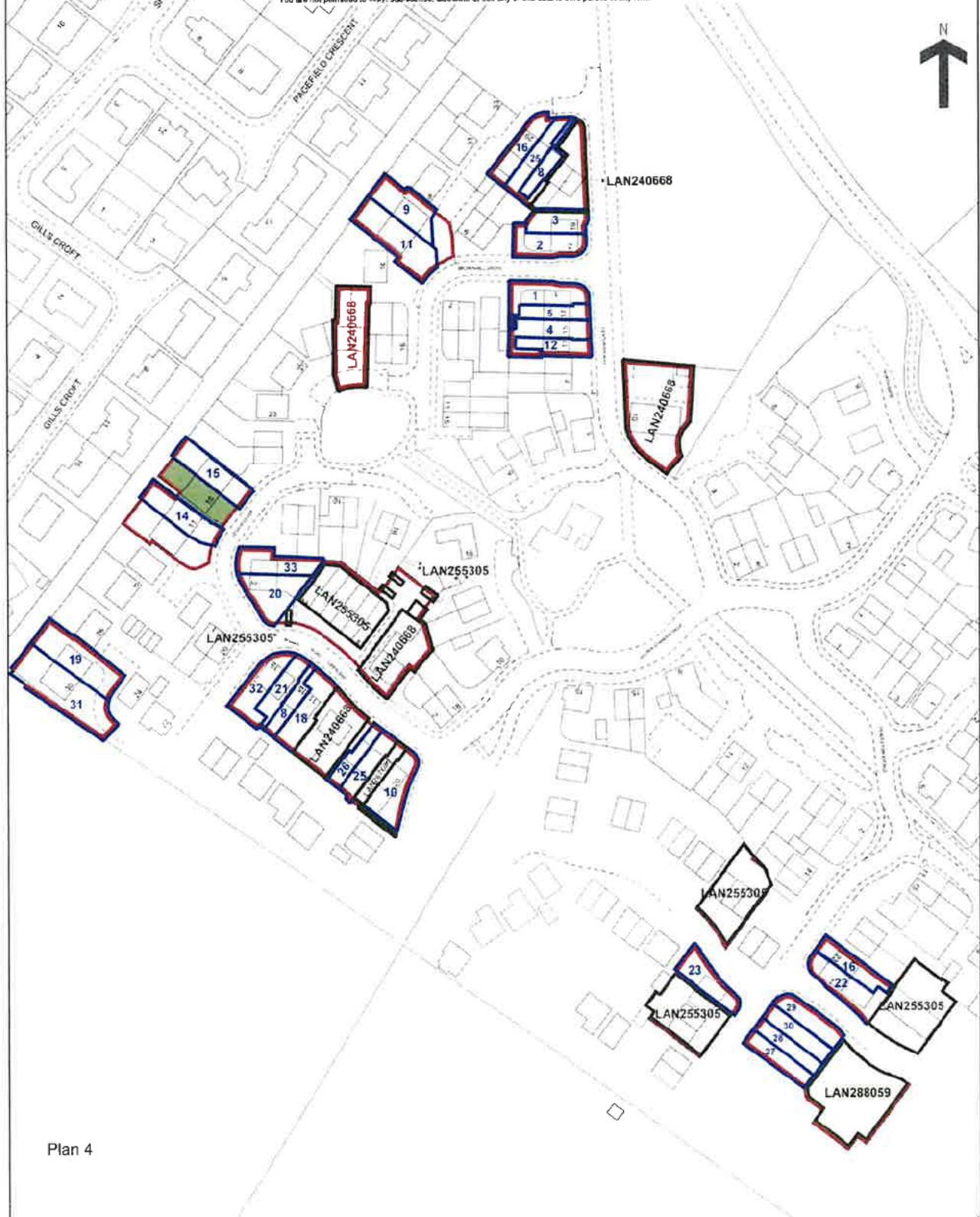
This official copy is incomplete without the preceding notes page.

HM Land Registry Official copy of title plan

Title number **LAN208868**
Ordnance Survey map reference **SD7540NW**
Scale **1:1250** enlarged from 1:2500
Administrative area **Lancashire: Ribbles Valley**



© Crown copyright and database rights 2020 Ordnance Survey 10000251063
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form



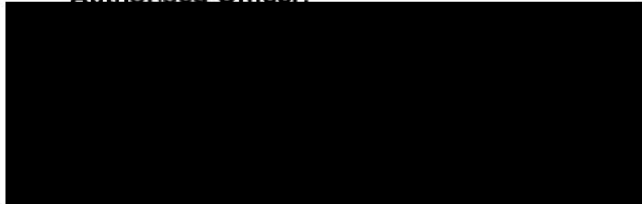
This official copy issued on 11 November 2025 shows the state of this title plan on 27 September 2022 at 16:53:22.
It is admissible in evidence to the same extent as the original (s 67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

THE COMMON SEAL OF
LANCASHIRE COUNTY COUNCIL
Was hereunto affixed to this Deed in the
Presence of:



DS1553

Authorised Officer:

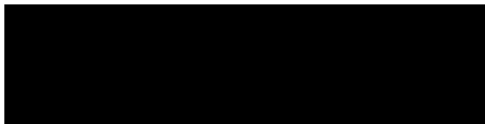


THE COMMON SEAL OF
RIBBLE VALLEY BOROUGH COUNCIL
Was hereunto affixed to this Deed in the
Presence of:



2266

Mayor:



Chief Executive:



**EXECUTED as a Deed by
affixing the common seal of
SPARROW SHARED OWNERSHIP LIMITED**

In the presence of:



Authorised Signatory

**EXECUTED as a Deed by
affixing the common seal of
SAGE RENTED LIMITED**

In the presence of:



Authorised Signatory



Authorised Signatory

**EXECUTED as a DEED by
SITUS ASSET MANAGEMENT LIMITED**
as Security Agent for the Charged Land



..... Colin Giles
Attorney Senior Vice President
Print Name of Attorney:

in the presence of:

Witness Signature.....



Witness Name.....



Witness Address.....

