Dated 2011

(1) LOUIS BERTRAND CURRAN, JENNIFER ROSE COUGHLAN, PAUL ANTHONY SCOLA AND LAWRENCE JERRY MONTEIRO

(2) MAR CITY DEVELOPMENTS LIMITED

(3) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

(4) LEICESTERSHIRE COUNTY COUNCIL

Deed of variation

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relating to an Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

PARTICULARS

Date

Borough Council — HINCKLEY AND BOSWORTH BOROUGH COUNCIL of Council Offices, Argents Mead, Hinckley, Leicestershire, LE10 1BZ

County Council — LEICESTERSHIRE COUNTY COUNCIL of County Hall, Glenfield, Leicestershire, LE3 8RA

Developer — Mar City Developments Limited (registered number 1813280) whose registered office is at Mar House, 1036 Stratford Road, Shirley, Solihull, West Midlands B90 4EE.

Owners — LOUIS BERTRAND CURRAN, JENNIFER ROSE COUGHLAN, PAUL ANTHONY SCOLA AND LAWRENCE JERRY MONTEIRO all care of 66 Lincolns Inn Fields London WC2A 3LH

Principal Deed — An Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and dated 09 September 2010 and made between (1) the Owners and (2) the Developer (3) the Borough Council and (4) the Country Council.

THIS DEED OF VARIATION is made on the date set out in the Particulars

BETWEEN

(1) The Owner

(2) The Developer

(3) The Borough Council; and

(4) The County Council.

BACKGROUND

(A) The Principal Deed was entered into by the persons whose names appear in the definition of the Principal Deed in the Particulars.

(B) The parties to this Deed of Variation are now or remain entitled to the benefit of the Principal Deed and have agreed to vary it on the terms set out in this Deed of Variation.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

1.1 Words and expressions defined in the Principal Deed have the same meanings in this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation.

1.2 The provisions of the Principal Deed relating to its interpretation apply to this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation.

1.3 This Deed is supplemental to the Principal Deed. A breach of this Deed is to be regarded as a breach of the Principal Deed.

1.4 The Particulars form part of this Deed and words and expressions set out in the Particulars are to be treated as defined terms in this Deed.

1.5 The parties to this Deed 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.

2. **VARIATION OR SUBSTITUTION OF CLAUSES**

The Principal Deed is to be read and interpreted as if the variations to it in **Schedule 1** were set out in full in the Principal Deed.

3. **EFFECTIVE DATE**

The amendments to the Principal Deed made by this Deed of Variation take effect from and including the date of this Deed of Variation.

4. OWNERS AND DEVELOPERS COVENANTS

4.1 The Owners and the Developer covenant with the Borough Council

4.1.1 that if there has not been Commencement of Development by 12 October 2012 then there shall be no Commencement of Development unless and until

a) the Owners and the Developer shall have submitted in writing to the Borough Council within one calendar month of 12 October 2012 another viability report ("the second report") providing an assessment of the viability of the Development at that time in relation to the provision of affordable housing and, either

b) the Borough Council has notified the Owners and the Developer in writing that the Borough Council continues to accept the conclusions contained in the viability report which was accepted on 11 October 2011 ("the original viability report") and such notification shall be given to the Owners and to the Developer by the Borough Council within a period of 28 days, or

c) In the event that the Borough Council does not, after assessing the second report, continue to accept the conclusions in the original viability report no Development shall Commence until agreement has been reached between the Borough Council and the Owners and the Developer on affordable housing provision pursuant to the Planning Permission (each of the parties acting reasonably and without delay) PROVIDED ALWAYS that the amount of affordable housing provision secured by this deed shall not be reduced by this exercise

5. **OBLIGATIONS IN THE PRINCIPAL DEED**

5.1 The terms of the Principal Deed continue in effect as amended by this Deed of Variation.

5.2 For the purposes of section 2 Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Principal Deed, as varied by this Deed of Variation, are incorporated into this Deed of Variation.

5.3 This Deed of Variation does not release any party to it from any breaches of the Principal Deed existing at the date of this Deed of Variation.

6. **EXECUTION**

The Owner and the Developer and the Borough Council and the County Council have executed this Deed of Variation as a deed and it is delivered on the date set out in the Particulars.

SCHEDULE 1

Variation of Clauses

1. The definition of "Affordable Housing Development" as set out in clause 2.1 of the Principal Deed is deleted and replaced with the following definition:

"Affordable Housing Development" means twenty five per cent (25%) of the total number of Dwellings to be constructed as part of the Development and to be split between Social Rented Accommodation and Intermediate Housing as to:

	Social Rented Accommodation	**Intermediate Housing**
2 Bed House	5 being 8%	6 being 10%
3 Bed House	2 being 3.5%	2 being 3.5%
Total	**7 being 11.5%**	**8 being 13.5%**

the location of which is to be agreed in writing between the Owners/Developers and the Borough Council (such agreement not to be unreasonably withheld or delayed)

2. Delete the words "and dwelling type" from the fourth line of Clause 1 of the Second Schedule of the Principal Deed.

SIGNED as a deed by
Louis Bertrand Curran
in the presence of;

WITNESS SIGNATURE
WITNESS NAME
WITNESS ADDRESS

WITNESS OCCUPATION

L B C Louis Bertrand Curran

RAMoloney

RICHARD MOLONEY
64 CLARENCE ROAD HINCKLEY
PAINTER

SIGNED as a deed by
Jennifer Rose Coughlan
in the presence of;

J R C JRCoughlan

WITNESS SIGNATURE
" NAME
" ADDRESS
" OCCUPATION

Rita Stephens
RITA STEPHENS
5, Ismore Drive, Heics LEIOOSR
SHLTA (Teacher).

SIGNED as a deed by
Paul Anthony Scola
in the presence of;

P A S PAScola

WITNESS SIGNATURE
" NAME
" ADDRESS
" OCCUPATION

RAMoloney
RICHARD MOLONEY
64 CLARENCE ROAD HINCKLEY
PAINTER

SIGNED as a deed by
Lawrence Jerry Monteiro
in the presence of;

L J Monteiro

WITNESS SIGNATURE
" NAME
" ADDRESS
" OCCUPATION

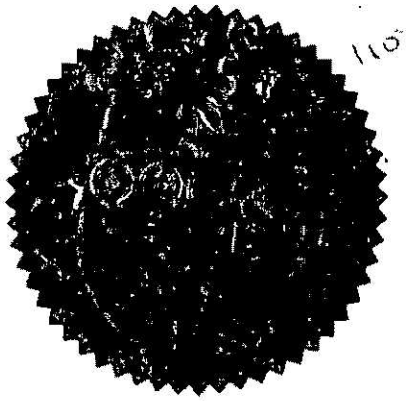
RAMoloney
RICHARD MOLONEY
64 CLARENCE ROAD HINCKLEY
PAINTER

SIGNED as a deed by
MAR CITY DEVELOPMENT LIMITED
acting by two Directors: ;

Director

Director

THE COMMON SEAL OF HINCLKLEY AND BOSWORTH BOROUGH COUNCIL was hereunto affixed in the presence of;



THE COMMON SEAL OF LEICESTERSHIRE COUNTY COUNCIL was hereunto affixed in the presence of;

AW James

Head of Legal Services

