Freeth Cartwright LLP

(1) BELLWAY HOMES LIMITED

(2) BARBARA ANN HESKETH, GUY SVENSSON-LOCKLEY, RICHARD LOCKLEY AND HALLAM LAND MANAGEMENT LIMITED

(3) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

(4) LEICESTERSHIRE COUNTY COUNCIL

S106 DEED OF MODIFICATION

Relating To

LAND SOUTH OF NEWBOLD ROAD/MANOR ROAD JUNCTION DESFORD, LEICESTERSHIRE

Cumberland Court
80 Mount Street
Nottingham NG1 6HH
United Kingdom

DX 10039 Nottingham 1

Direct Fax: +44 (0)845 050 3270
Switchboard: +44 (0)115 9369369
www.freethcartwright.co.uk

Ref: 1526/PVW/2004682/26
Direct Tel: +44 (0)845 050 3682
Email: polly.wisner@freethcartwright.co.uk
Dated: 11 June 2013
Draft No: 1

THIS DEED OF VARIATION is made this 6th DECEMBER 2013

BETWEEN

(1) the Owner — **BELLWAY HOMES LIMITED** of Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle Upon Tyne, NE13 6BE (Company Number: 00670176)

(2) the Mortgagees — **BARBARA ANN HESKETH** of Crossways, Ballingham, Herefordshire, HR2 6NH, **GUY SVENSSON-LOCKLEY** of 3 Sandymount Road, Highgate, Walsall, West Midlands, WS1 3AR, **RICHARD LOCKLEY** of The White House, Bell Street, Claybrooke Magna, Leicestershire, LE17 5AL and **HALLAM LAND MANAGEMENT LIMITED** of Banner Cross Hall, Ecclesall Road South, Sheffield, S11 9PD

(3) the Borough Council — **HINCKLEY AND BOSWORTH BOROUGH COUNCIL of** Council Offices, Argents Mead, Hinckley, LE10 1BZ

(4) the County Council — **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA

DEFINITIONS

the Act	means the Town and Country Planning Act 1990 as amended
the Land	means the land defined as the Application Land in the Principal Agreement and shown for identification purposes only edged red on Plan 1 attached to the Principal Agreement
the Planning Permission	means the outline planning permission dated 13 April 2012 reference 11/00029/OUT for the erection of up to 135 dwellings with associated infrastructure, public open space and provision of vehicular and pedestrian access on the Land
the Principal Agreement	means the agreement pursuant to Section 106 of the Act dated 10 April 2012 made between the Mortgagees, the Borough Council and the County Council in respect of the Land as varied by a

Deed of Rectification dated 14 June 2012 made between the Mortgagees, the Borough Council and the County Council

BACKGROUND

(A) The Borough Council is the local planning authority for the purposes of the Act for the area in which the Land is situated

(B) The Principal Agreement was entered into in connection with the development the subject of the Planning Permission and further regulating that development.

(C) The Principal Agreement included obligations relating to affordable housing.

(D) The Owner purchased the Land from its predecessor in title Barbara Ann Hesketh, Guy Svensson-Lockley and Richard Lockley on 14 December 2012

(E) The Mortgagees together are the chargee of the Land under legal charge dated 14 December 2012 registered as entries 3 and 4 in the Charges Register of title LT406858

(F) The Owner and the Mortgagees are the only persons against whom the obligations contained in the Principal Agreement are enforceable PROVIDED THAT the obligations shall only be enforceable against the Mortgagees in the circumstances envisaged by clause 4. .

(G) The Owner, the Mortgagees, the Borough Council and the County Council have agreed to vary the Principal Agreement in the manner set out in this Deed.

1. STATUTORY PROVISIONS

This Deed:-

1.1. is made pursuant to the provisions of Section 106A of the Act

1.2. is a planning obligation for the purposes of Section 106 of the Act

1.3. is made with the intent to bind the Owner's freehold interest in the Land

1.4. is enforceable by the Borough Council as local planning authority

1.5. is executed as a deed and

1.6. is a local land charge and shall be registered as such

2. VARIATION OF THE PRINCIPAL AGREEMENT

The Borough Council the County Council and the Owner agree that the Principal Agreement is varied as follows:-

2.1. The insertion of new clause 2.22 after clause 2.21 as follows:

"2.22 Notwithstanding any other terms of this Agreement the Affordable Housing Provider which has acquired the Affordable Dwellings shall not be under any liability to make or contribute towards any financial payment to the Borough Council or the

SIGN HERE

County Council secured by a clause or paragraph of this Agreement PROVIDED ALWAYS that subject to clauses 2.3 and 2.5 the Owner and its successors in title (other than an Affordable Housing Provider) shall for so long as they have an interest in the Application Land continue to be bound by the obligations in this Agreement notwithstanding that they may have disposed of part of their interest in the Application Land to an Affordable Housing Provider"

2.2. The second proviso to clause 3.5 shall be amended by the deletion of sub clause (iii) and the replacement with the following words:

"(iii) the provisions in clause 3 above shall not be binding on any present or future mortgagee or chargee of the Affordable Dwellings or any receiver (including an administrative receiver) appointed by such a mortgagee or chargee and any of their successors in title"

2.3 The second proviso to clause 3.5 shall be amended by the insertion of the following sub clause:

"(iv) nothing shall prevent the Affordable Housing Provider to whom the Affordable Dwellings are transferred from disposing of the Intermediate Affordable Dwellings or any part thereof to a person who has staircased out to 100% in respect of an Intermediate Affordable Dwelling such that they own the entire Intermediate Affordable Dwelling and following the disposal of the freehold of an Intermediate Affordable Dwelling that Intermediate Affordable Dwelling shall be free of the covenants in this clause 3.5"

2.4 The insertion in clause 1.1 of the following definition:

""Affordable Rented Dwelling/s" means affordable rented housing as defined in Annex 2 of the National Planning Policy Framework"

2.5 The definition of "Affordable Dwelling/s" in sub clause 1.1 shall be amended by the insertion of the words "and/or Affordable Rented Dwellings" after words "Social Rented Dwellings" in the section marked little roman numeral i)"

2.6 Clause 3.5 shall be amended by the insertion of the words "and/or Affordable Rented Dwellings" after the words "Social Rented Dwellings" on the first line.

2.7 Sub clause (ii) of the second proviso to clause 3.5 shall be amended by the insertion of the words "and/or Affordable Rented Dwellings" after the words "Social Rented Dwellings" on the fifth line

3. **DECLARATIONS**

Other than as varied by this Deed the Principal Agreement shall continue in full force and effect

4. **MORTGAGEES` CONSENT**

The Mortgagees acknowledge and declare that this Deed has been entered into by the Owner with their consent and that the Land shall be bound by the obligations in this Deed and the Principal Deed and that the security of the mortgage over the Land shall take effect subject to the terms of this Deed and the Principal Deed PROVIDED THAT the Mortgagees shall otherwise have no liability under this Deed unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Owner

5. **COSTS**

(a) The Owner agrees to pay to the Borough Council on the completion of this Deed the sum of THREE HUNDRED POUNDS (£300.00) as a contribution to its legal costs in the preparation of this Deed

(b) The Owner further agrees to pay to the County Council on completion of this Deed the sum of ONE HUNDRED AND FIFTY POUNDS (£150.00) as a contribution towards its legal costs in the preparation of this Deed

6. **EXECUTION AND DELIVERY**

This document is executed as a deed and is delivered on the date stated at the beginning of this deed

THE COMMON SEAL of
HINCKLEY AND BOSWORTH
BOROUGH COUNCIL
was affixed in the presence of:



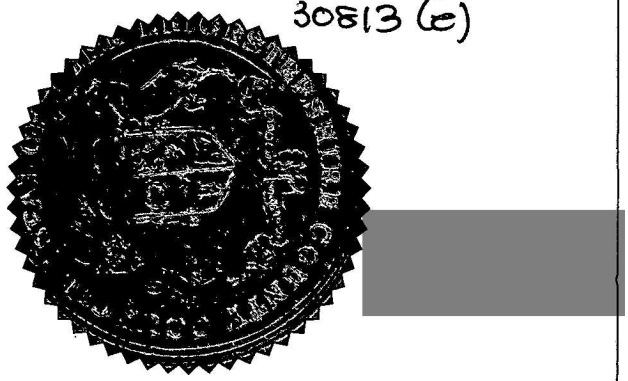
Chairman of the Council

Conveyancing Solicitor

11360

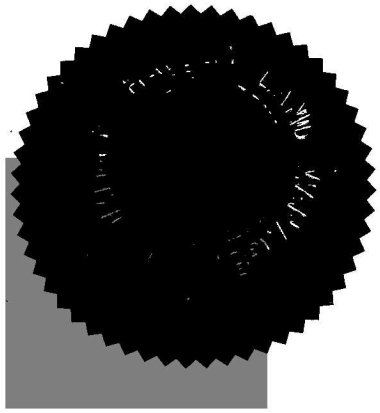
THE COMMON SEAL of
LEICESTERSHIRE COUNTY COUNCIL
was affixed in the presence of:

30813 (e)



Authorised Officer

EXECUTED as a **DEED** by affixing
The **COMMON SEAL** of
HALLAM LAND MANAGEMENT LIMITED
In the presence of:



Director

~~Direc~~tor/Secretary

SIGN HERE

SIGNED as a **DEED** by
BARBARA ANN HESKETH - B.A. Hesketh

Witness signature: - S. A. Thomas
Witness Name: - SARAH THOMAS
Witness Address: THE SCHOOL HOUSE
BALLINGHAM HR2 6NH
Witness Occupation: - RETIRED TEACHER

SIGNED as a **DEED** by
GUY SVENSSON-LOCKLEY - Guy Svensson-Lockley
Witness signature: - [signature]
Witness Name: - ANTHONY FREDERICK CALLAGHAN
Witness Address: - 11 SANDYMOUNT ROAD WASALL WS1 3AR
Witness Occupation: - RETIRED

SIGNED as a **DEED** by
RICHARD LOCKLEY - R Lockley

Witness signature: - [signature]
Witness Name: - KEITH RICHARDSON
Witness Address: - DEANTE APRONN
MAIN RD
CLAYBROOKE MAGNA
LEICESTER LE17 5AE
Witness Occupation: - RETIRED

SIGNED as a DEED by
BELLWAY HOMES LIMITED
acting by two Directors
or a Director and its Secretary

[signature]
.....
Director

[signature]
.....
Director/Secretary