

11/1233

DATED 24 DECEMBER

2014

THE RYEDALE DISTRICT COUNCIL

and

AMBLESIDE PROPERTY DEVELOPMENT LIMITED

and

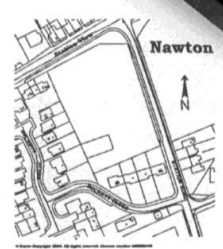
BARCLAYS BANK PLC

DEED of VARIATION

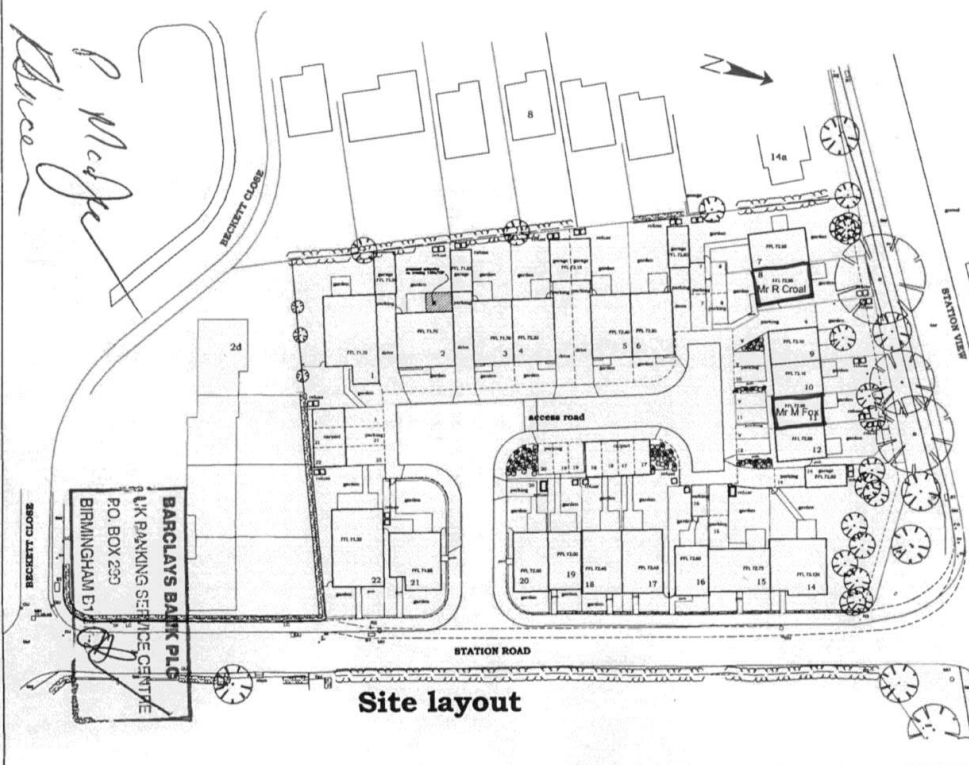
Relating to a Section 106 Agreement dated 16 July 2012
and made between Ryedale District Council and Ambleside Property
Developments Limited relating to land at West of Station Road, Newton,
Helmsley in the County of North Yorkshire

K A WINSHIP
Council Solicitor
MALTON

P. M. C. G. J.
Barclays



Location plan



Site layout

BARCLAYS BANK PLC
UK PARKING SERVICES CENTRE
P.O. BOX 233
BIRMINGHAM B1

Scale 1:250
Scale 1:1250
Scale 1:500
Scale 1:1000
Scale 1:2000
Scale 1:4000

Amblecliffe Homes	
Land to west of Station Road	
Newton	
North Yorkshire	
proposed site layout & location plan	
andrew hatcher	Architectural Design Consultant
147 design limited	Architectural Design Consultant
11 High Street, Huddersfield, West Yorkshire	
T: 01484 712300 F: 01484 712301	
www.147design.co.uk	
Scale 1/250, 1:1250 (A1)	Scale 1/500, 1:1000, 1:2000, 1:4000



11/12/33

THIS DEED is made on the ^{CMS} 28 day of DECEMBER 2014

- BETWEEN**
- 1 THE RYEDALE DISTRICT COUNCIL whose principal office is at Ryedale House Malton in the County of North Yorkshire YO17 7HH ("The Council") and
 - 2 AMBLESIDE PROPERTY DEVELOPMENTS LIMITED (CRN 5226568), of 57 Uppleby, Easingwold, York, YO61 3BD ("The Developer") and
 - 3 BARCLAYS BANK PLC (CRN 05226568), of 1 Churchill Place, London, E14 5HP ("The Mortgagee")



NOW THIS DEED WITNESSES as follows:

1 Definitions and Interpretations

In this Deed the following words and expressions have the following meanings:

- 1.1 The Agreement means an Agreement dated 16 July 2012 made between the Council, the Developer and the Mortgagee.
- 1.2 The Property means the property known as Plots Eight and Eleven on land to the West of, Station Road, Nawton, Helmsley, North Yorkshire, shown edged in red on the plan attached to this deed.
- 1.3 The clause headings do not form part of this deed and shall not be taken into account in its construction or interpretation.

2 Recitals

- 2.1 This deed is supplemental to the Agreement
- 2.2 The parties desire to alter the terms of the Agreement as mentioned below

3 Variation

It is mutually agreed that the Agreement shall be varied as follows:-
The following amendments shall be made as though they had been contained in the Agreement at the date of execution:

- 3.1 The existing clause 2.11.9 of the Third Schedule of the Agreement shall be removed and replaced with the following wording:
2.11.9 In the event of sale of an Intermediate/Affordable Dwelling by a mortgagee in possession the provisions of clause 2.11.5 and 2.11.6 shall apply save that where there is reference to period of 12 Months or 18 Months it shall be treated as though is was a reference to a period of 20 weeks.

4 Confirmation of the Agreement

Save as modified by this deed the Agreement shall continue in full force and affect in all respects.

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

THE COMMON SEAL of THE
RYEDALE DISTRICT COUNCIL)
was hereunto affixed and is)
authenticated by)



[Signature]
Council Solicitor
Leapt Services manager

Minute
934/82
Reg No.
6791
Initials *aw*

EXECUTED AS A DEED by)
AMBLESIDE PROPERTY DEVELOPMENT)
LIMITED)

In the presence of *A. Bowfield*)
ANNE BOWFIELD, 74, UPPLBY, EASINGWOLD
YO61 3BB.

Director: *P. Heath*

EXECUTED AS A DEED by)
BARCLAYS BANK PLC)
In the presence of)

Witness

Name

Address

signed as a deed
By Carol Ann [unclear]
an Attorney for and
on behalf of
Barclays Bank
in the presence of
[Signature]
[Signature]

INITIALS	DATE
<i>Amley</i>	
<i>[Signature]</i>	

2014

73011

we, Barclays Bank PLC, a company incorporated
(registered number 1026167), whose registered office is situate at
SHIP (the "Company") APPOINTS:

CAROL ANNE SHAKESPEARE
OPERATIONS MANAGER
Credit Product Operations
One Snowhill
Queensway
Birmingham
B4 6GB

certify that this is a true
and complete copy of the
original

FOR BARCLAYS BANK PLC
Name Michelle Curran
Job Title Team Leader
Date 15th December 2014

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or
2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or
3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney shall remain in force for twelve consecutive calendar months from the date of this Deed.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:

Assistant Secretary
Authorised Sealing Officer

