

THIS DEED is made on the 10 day of NOVEMBER, 2015

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 **W&W ESTATES (THORNTON DALE) LIMITED** whose registered office is 2 Mistle Corner, Wilton, Pickering, North Yorkshire. YO18 7LZ ("the Owner")
- 3 **BARCLAYS BANK PLC** whose registered office is 1 Churchill Place, London, E14 5HP ("the Mortgage")

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 the Section 106 Agreement dated the Eighteenth day of March 2015 made under Section 106 of the Town and Country Planning Act 1990 between Ryedale District Council (1) and W&W Estates (Thornton Dale) Limited (2) and Christopher Fletcher and Hazel Fletcher (3)
- 1.2 The Property means the property known as Land at Ryelands Care Home, Hurrell Lane, Thornton-Le-Dale, Pickering, North Yorkshire.
- 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 The Property is vested in the Owner registered at HM Land Registry Title Numbers NYK 423989 and NYK421790
- 2.2 The Mortgagee is the Proprietor of Registered Charges dated 8 May 2015 affecting the property.
- 2.3 This deed is supplemental to the Agreement
- 2.4 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 Definitions

3.1.1 The definition '**Affordable Housing Provider**' shall be deleted.

3.1.2 The definition '**Affordable Housing Units**' shall be amended by deleting the numbers '1-2 and 5-6' from the fourth line and replacing with the numbers '4 and 5 and 13 and 14'. Deleting from 'and' in the fourth line to the end of the word 'Housing' in the seventh line and replacing with the words 'which shall be Intermediate Housing'

3.1.3 Definition of "**Intermediate Housing**" shall be amended throughout to remove reference to 'shared equity housing'

3.1.4 Definition of "**Intermediate Housing Offer Price**" shall be amended by deletion of the remaining text beginning with the word 'Plot' at the start of the first line and replaced with the following:- 'Plots 4 and 14 £80,000 (eighty thousand pounds) each and Plots 5 and 13 £60,000 (sixty thousand pounds) each'

3.1.5 Definition of "**Planning Application**" shall be amended by adding the following words at the end of the definition 'and an application for Variation of Condition 33 of approval 14/00980/MFUL dated 18.03.2015 to list the plans as following: Drawing Nos. 1531/5K, 1531/6C, 1531/7, 1531/9B, 1531/10, 1531/11B, 1531/12D, 1531/13, 1531/14C, 1531/15B, 1531/16B, 1531/17B, 1531/18C, 1531/19D, 1531/20E and 1531/27 - substitution of nine of the originally listed approved plans and retention of six of the originally listed approved plans and for tenure of the 4 no. affordable units to be intermediate housing, carrying reference 15/00983/73AM'

3.1.6 Definition "**Social Rent Housing**" shall be deleted in it's entirety.

- 3.1.7 Definition "**Social Rent Housing Offer Prices**" shall be deleted in its entirety.

3.2 Schedule 2 Affordable Housing Obligations

- 3.2.1 Paragraph 2 "**Disposal of Social Rent Housing**" delete in their entirety sub-paragraphs 2.1 to 2.5.

- 3.2.2 Paragraph 3 "**Disposal of Intermediate Housing**" throughout paragraph '3' delete all and any reference to 'discount for sale'

- 3.2.3 Immediately after sub-paragraph '3.1' add sub-paragraph '3.1A' as follows:

'Immediately prior to the Marketing Period the Owner will supply to the Housing Services Manager an independent market valuation for each Intermediate House for written approval by the Housing Services Manager. The Owner and the Housing Services Manager will then together calculate and agree the equity share which will be available to Eligible Occupiers to purchase for each Intermediate House. The equity share will be a percentage equal to that which the Intermediate Housing Offer Price bears to the Market Value of the appropriate Intermediate House.'

- 3.2.4 Sub-paragraph '4.1' delete all of the words contained within the brackets

- 3.2.5 Sub-paragraph '4.1.1' delete its entirety

- 3.2.6 Sub-paragraph '4.1.2' delete '1 and 2' after the word Plot in line two and replace with '4 and 5'; delete 'Social Rent' in line two and replace with 'Intermediate'; delete the remaining words of the sub-paragraph after the word 'constructed' in line three and replace with 'and made available for Occupation'

3.2.7 Sub-paragraph '4.1.3' delete '6' after the word Plot in line two and replace with '13 and 14'; delete 'Social Rent' in line two and replace with 'Intermediate'; delete the remaining words of the sub-paragraph after the word 'constructed' in line two and replace with 'and made available for Occupation'

3.2.8 Sub-paragraph 4.2 delete in it's entirety

3.2.9 Throughout sub-paragraphs '4.3' to 4.7.3 delete all and any references to 'Affordable Housing Provider' and 'Substitute Affordable Housing Provider'

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

M.D. 934/82
P. No. 6875
Initials BS

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

KAWINSHIP
Council Solicitor



SIGNED as a deed by
W&W Estates (Thornton Dale) Limited
acting by a director ~~and its secretary~~
~~or two directors~~ IN THE PRESENCE OF:-

)
)
)
)
[Signature]

E. Burns
EUNICE BURNS

Director
←
-Director/Secretary



SIGNED as a deed by
Barclays Bank PLC



Signed as a deed
by Peter Wade
his Attorney for and
in behalf of
Barclays Bank PLC
in the presence of

Gloria Gray
Name Signature

08	12	2008
SIGNED		DATE

DATED 10 NOVEMBER

2015

THE RYEDALE DISTRICT COUNCIL

and

W&W ESTATES (THORNTON DALE) LIMITED

and

BARCLAYS BANK PLC

DEED of VARIATION

Relating to an Agreement dated the Eighteenth day of March 2015 made under Section 106 of the Town and Country Planning Act 1990 between Ryedale District Council (1) and W&W Estates (Thornton Dale) Limited (2) and Christopher Fletcher and Hazel Fletcher (3)

K A WINSHIP
Council Solicitor
MALTON