

DATED

3rd March

2014

ARUN DISTRICT COUNCIL

- and -

WEST SUSSEX COUNTY COUNCIL

- and -

GREEN LODGE HOMES LLP

SECOND DEED OF VARIATION

Under Section 106A of the Town & Country Planning Act 1990 relating to Land at
Jenkins Yard Glenbarrie Way Ferring in the County of West Sussex

Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF
[☎ 01903 737737]
Ref : FG/23/10

within this Deed and agree to join in this Deed to give effect to such agreement.

3. Operative powers

The Council and the County Council enter into this Deed under their powers contained in S106A Town and Country Planning Act 1990 S111 and S135 Local Government Act 1972 S1 Localism Act 2011 and all other powers enabling

4. Variation

4.1 The Council the County Council and the Owners AGREE that the Agreement shall be varied in that:-

4.1.1 Clause 7.1.2 of the Agreement shall be deleted and replaced with the following:

"7.1.2 the Affordable Housing provisions of clauses 5 and 6 shall:

- (a) cease to apply to any completed residential units where a Registered Provider of Social Housing shall be required to dispose of the same pursuant to a Right to Buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;*
- (b) cease to apply to any completed residential units where a Registered Provider of Social Housing sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof;*
- (c) not bind any shared ownership leaseholder nor any other purchaser, tenant or occupier of completed residential units nor any successor in title to such person;*
- (d) not bind any mortgagee of any such shared ownership leaseholder or any purchaser, tenant or occupier referred to in sub clause (e) above nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 or any other person*

appointed under any security documentation by such mortgagee or any person deriving title through such persons; and

- (e) *cease to apply to any completed residential units referred to in sub-clauses (c) and (d) above in respect of which a shared ownership lease has been granted and where a Registered Provider of Social Housing shall have disposed of 100% of the equity in such units under the terms of such lease."*

4.1.2 Clause 7.2 of the Agreement shall be varied as follows:

- (a) In the first paragraph of Clause 7.2 the words "or any administrator, fixed charge receiver including any receiver appointed under the Law of Property Act 1925, administrative receiver or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security" shall be added after the words "then any chargee or mortgagee" in the third line of that paragraph;
- (b) In Clause 7.2.1 the words "or take any other action to realise its security" shall be added to the end of that paragraph;
- (c) In Clause 7.2.5.2 the words "and disregarding the provisions of Clause 5.4 of this Agreement" shall be deleted and replaced with the words "and disregarding the provisions of Clauses 5, 6 and 7 of this Agreement provided that the Purchase Price shall in any case not be lower than a sum which would discharge all principal, interest and costs owed to the Chargee";
- (d) In Clause 7.2.6, the words "two months of the date the Purchase Price is agreed (or such longer period as maybe agreed between the Chargee and ADC) or determined in accordance with sub-clause 7.2.5.2" shall be deleted and replaced with the words "three months of the date of the Sale Notice"; and
- (e) In the final paragraph of Clause 7.2.8, the words "without any of the provisions of Clause 7.2 of this Agreement being binding on the purchaser or purchasers of the Affordable Housing Units or any part thereof or any successor in title hereto" shall be deleted and replaced with the following words "or to take any action to realise its security free of the provisions of Clauses 5, 6 and 7 of this Agreement which shall from completion of any such disposal by the Chargee cease to bind any of the Affordable Housing Units or any part thereof or any successor in title thereto".

4.1.3 Clause 7.2A of the Agreement (as inserted by the Deed of Variation dated 27 November 2013) shall be deleted and replaced with the following provisions:

"7.2A Mortgagee Exemption Clause

7.2A.1 After application of the steps specified in Clause 7.2 above the provisions of clauses 5, 6 and 7 shall:

- (a) not bind any mortgagee or chargee of a Registered Provider of Social Housing or any administrator, fixed charge receiver including any receiver appointed under the Law of Property Act 1925, administrative receiver or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security; and*
- (b) cease to apply to any part or parts of the Affordable Housing Units which are transferred or leased by any party referred to in sub-clause (a) above."*

4.2 The Agreement shall otherwise continue in full force and shall have the same legal effect as before this amendment or variation.

5. Costs

The Owners shall pay the respective reasonable legal costs of the Council and the County Council on completion of this Deed of Variation.

6. Local Land Charge

The Agreement is a Local Land Charge and this Deed shall be entered in the relevant Register so as to record the variation.

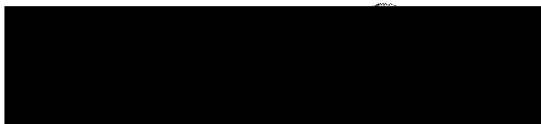
IN WITNESS whereof the Council the County Council and the Owners have hereunto caused their Common Seals to be affixed the day and year first before written.

THE COMMON SEAL OF
ARUN DISTRICT COUNCIL was hereunto
affixed in the presence of:
AUTHORISED SIGNATORY

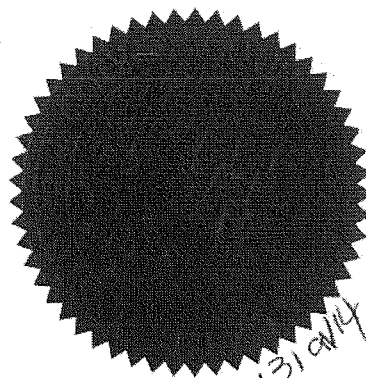
SEAL BOOK NO

51/2014

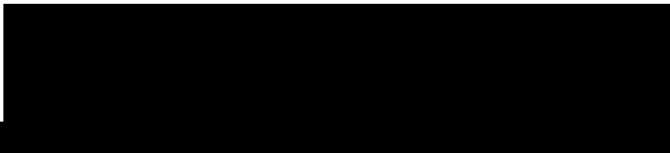
THE COMMON SEAL OF
WEST SUSSEX COUNTY COUNCIL was
hereunto affixed in the presence of:



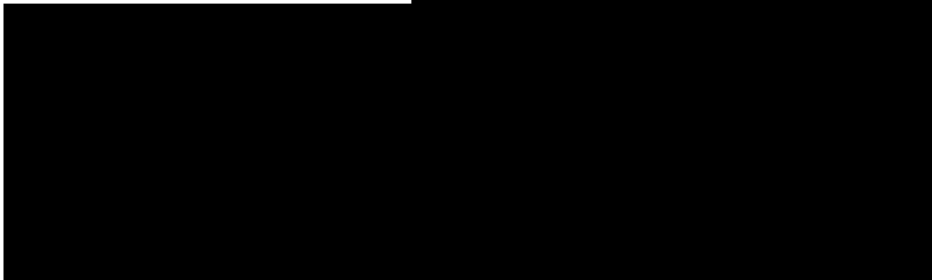
AUTHORISED SIGNATORY:
SEAL BOOK NO



SIGNED AND DELIVERED as a Deed by
GREEN LODGE HOMES LLP
acting by:



Member



Member

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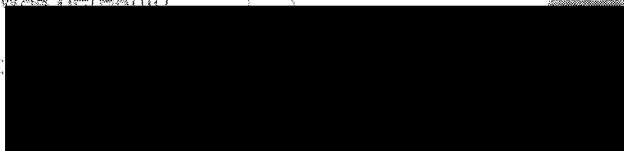
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SEAL BOOK NO

51/2014

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WEST SUSSEX COUNTY COUNCIL was
hereunto affixed in the presence of:

AUTHORISED SIGNATORY:
SEAL BOOK NO

SIGNED AND DELIVERED as a Deed by
GREEN LODGE HOMES LLP
acting by:

Member

Member

