DATED 19TH AUGUST 2011

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

STRATA HOMES YORKSHIRE LIMITED

and

CLYDESDALE BANK PLC

SUPPLEMENTAL AGREEMENT AND DEED OF VARIATION

Pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 (as amended) relating to development on land at former Longcar Junior School Longcar Lane Barnsley

A.C. Frosdick, LL.B. DipLG,
Borough Secretary,
Town Hall,
Barnsley S70 2TA.

THIS DEED OF VARIATION is made the 19th day of August Two Thousand and Eleven

BETWEEN

(1) **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South Yorkshire S70 2TA ("the Council") of the first part and

(2) **STRATA HOMES YORKSHIRE LIMITED** (Company registration number 01596961) whose registered office is situate at Quay Point Lakeside Doncaster South Yorkshire DN4 5PL ("the Owner") of the second part

(3) **CLYDESDALE BANK PLC** (Scottish company registration number SC1111) whose registered office is situate at 30 St Vincent Place Glasgow G1 2HL, trading as Yorkshire Bank 20 Merrion Way Leeds LS2 8NZ ("the Mortgagee") of the third part

RECITALS

(1) This Deed of Variation is supplemental to an agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council (1) and the Owner (2) dated 15th March 2010 ("the Original Section 106 Agreement") relating to land at the former Longcar Junior School longcar Lane Barnsley ("the Site")

(2) The Owner is the registered proprietor with Title Absolute under title number SYK538429 of the freehold land at the Site

(3) The Mortgagee has a registered charge over the Site dated 12 Novemeber 2010

(4) The Head of Planning and Transportation agrees to vary the Original Section

106 Agreement by entering into this Deed of Variation pursuant to powers granted to him under the Council's Scheme of Delegation.

(5) Any words or phrases which are defined in the Original Section 106 Agreement (as varied) and which appear in this Deed of Variation shall have the same meaning as are associated to them in the Original Section 106 Agreement (as varied) unless a contrary intention appears from this Deed of Variation

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1 Variation

1.1 It is hereby agreed between the parties to this Deed of Variation that the Original Section 106 Agreement is varied in the manner set out in the Schedule to this Deed of Variation and the Original Section 106 Agreement shall remain in full force and effect and the amendments contained in this Deed of Variation shall take effect as if they were included in the Original Section 106 Agreement

1.2 This Deed of Variation is made pursuant to the statutory provisions and in consideration of the covenants contained herein and for the avoidance of doubt it is agreed and declared that the said covenants are ones to which section 111 of the Local Government Act 1972, section 106 and section 106A of the Town and Country Planning Act 1990 and all other powers so enabling.

1.3 This Deed of Variation contains planning obligations made pursuant to Section 106 of the Town and Country Planning Act 1990 which are enforceable by the Council

1.4 The provisions of this Deed of Variation shall have immediate effect upon the completion of this Deed

2 Miscellaneous

2.1 The Owner agrees to pay the Council's legal fees in respect of the drafting negotiation and completion of this Deed of Variation in the sum of £500.

3 Mortgagee Consent

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the variation to the obligations to the Original Section 106 Agreement contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the variation to the obligations to the Original Section 106 Agreement as if it were a person deriving title from the Owner.

Schedule

The Original Section 106 Agreement shall be varied as follows:

1 Plot "17" in the table in the Third Schedule (1 bed apartments) shall be replaced by plot "16"

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

THE COMMON SEAL of **BARNSLEY**)
METROPOLITAN BOROUGH)
COUNCIL was hereunto affixed to this) Debra Bill
DEED in the presence of) AUTHORISED SIGNATORY

No. 1735 IN REGISTER

~~Deed in the presence of:~~ DAS)

~~Borough Secretary/Authorised Signatory~~ DAS

EXECUTED AS A DEED by)
STRATA HOMES YORKSHIRE) MRDavis
LIMITED acting by a Director)

[and ~~Secretary~~/Director])

EXECUTED by a Duly Authorised)
Official for and on behalf of)
CLYDESDALE BANK PLC)
trading as **YORKSHIRE BANK**)

For and on behalf of
Clydesdale Bank PLC
trading as Yorkshire Bank

Duly Authorised Official

Witness:)

Witness