DATED 28 July 2014

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

STRATA HOMES MIDLANDS LIMITED

and

THE ROYAL BANK OF SCOTLAND PLC

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 Bamford Close Dodworth Barnsley

A.C. Frosdick, LL.B. DipLG,
Assistant Chief Executive
(Legal and Governance),
Town Hall,
Barnsley S70 2TA.

THIS DEED OF VARIATION is made the 28 day of July Two Thousand and Fourteen

BETWEEN

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

(2) **STRATA HOMES MIDLANDS LIMITED** (Company registration number 04327879) whose registered office is situate at Quay Point Lakeside Doncaster DN4 5PL ("the Owner") of the second part and

(3) **THE ROYAL BANK OF SCOTLAND PUBLIC LIMITED COMPANY** (Company registration number SC090312) whose registered office is situate at 36 St Andrew Square Edinburgh EH2 2YB ("the Chargee") 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 (1) the Council (2) John Reavley Clark and David Timothy Adrian Scourfield and John Anthony Walker (3) Bloor Homes Limited and (4) the Owner dated 28 February 2013 ("the Original Section 106 Agreement")

(2) The Owner is now the registered proprietor with Title Absolute under title number SYK609117 of the land that was the subject of the Original Section 106 Agreement ("the Land")

(3) The Chargee is the proprietor of a registered charge on the Land dated 11 April 2014 and has agreed to enter into this Deed of Variation to give its consent to the terms of this Deed of Variation and the Original Section 106 Agreement.

(4) The Owner was granted planning permission under planning reference 2013/0342 ("the 2013 Permission") to vary house types on plots 1, 7, 18, 36 and 39

granted under planning permission 2012/0861.

(5) The Owner and the Council wish to vary the Original Section 106 Agreement to secure compliance with conditions 21 and 22 of the 2013 Permission and ensure the obligations contained in the Original Section 106 Agreement also apply to any development undertaken under the 2013 Permission

(6) The Head of Planning 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.

(7) 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 (save as amended by the First Deed of Variation) 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 The Chargee hereby consents to the Owner entering into this Deed of Variation and the parties agree that the Chargee shall not be personally liable for any breach of the obligations in the Original Section 106 Agreement as varied unless committed or continuing at a time when the Chargee is in possession of all or any part of the Land

1.3 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 of the Town and Country Planning Act 1990 and all other powers so enabling.

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

1.5 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.

Schedule

The Original Section 106 Agreement shall be varied as follows:

1 The wording "or the Planning Permission together with the Second Planning Permission" shall be added to the end of the definition of "the Development" contained in Clause 1

2 The following definition shall be added to clause 1

"the Second Planning Permission means the planning permission granted under planning reference number 2013/0342 which amends type II house type (plots 1, 7, 18, 36 and 39) as approved under the Planning Permission)"

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 Deed in the presence of:-)

Assistant Chief Executive (Legal and Governance)/Authorised Signatory

No. 889 IN REGISTER

EXECUTED AS A DEED by)
STRATA HOMES MIDLANDS LIMITED)

Acting by

Director

Director/Secretary

Signed and delivered as a Deed
for and on behalf of
The Royal Bank of Scotland plc,
by a duly authorised Attorney

in the presence of:

Witness Signature:

Witness Name: RICHARD WALTON

Witness Address: 6TH FLOOR
1 SPINNINGFIELDS SQ
MANCHESTER

Witness Occupation: BANK OFFICER

Communications to be delivered to:

Address: 3rd Floor
2 Whitehall Quay

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Attention: Portfolio Management, Real Estate Finance North