

Dated 21st March 2015

(1) **ROSSENDALE BOROUGH COUNCIL**

-and-

(2) **TAYLOR WIMPEY UK LIMITED**

SUPPLEMENTAL AGREEMENT
varying an Agreement under Section 106 of the
Town and Country Planning Act 1990 dated 22 July 2013 relating to
Land at the former Rossendale Hospital Haslingden Road Rawtenstall

Croftons Solicitors LLP
The Lexicon
Mount Street
Manchester
M2 5FA

SUPPLEMENTAL AGREEMENT

DATE:

26th March

2015

PARTIES:

- (1) **Rossendale Borough Council** of The Business Centre Futures Park Bacup Lancashire OL13 0BB ("**the Council**"); and
- (2) **Taylor Wimpey UK Limited** (Company No: 1392762) whose registered office address is at Gate House Turnpike Road High Wycombe Bucks HP12 3NR ("**the Owner**");

AGREEMENT:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Supplemental Agreement (unless the context requires otherwise) the following words and expressions have the following meanings:

"Original Agreement" the Agreement under section 106 of the Town and Country Planning Act 1990 relating to land at former Rossendale Hospital Haslingden Road Rawtenstall dated 22 July 2013 and made between (1) Rossendale Borough Council (2) East Lancashire Hospitals National Health Service Trust (3) Taylor Wimpey UK Limited

- 1.2 Words and phrases defined in the Original Agreement shall (unless the context otherwise requires) bear the same meaning when used in this Supplemental Agreement.
- 1.3 References to a party to this Supplemental Agreement include references to each person comprising that party (where applicable).

2. RECITALS

- 2.1 This Supplemental Agreement is supplemental and collateral to the Original Agreement.
- 2.2 The Council remains as the Local Planning Authority for the area in which the Property is situated.
- 2.3 By a Transfer dated 23 September 2013 the Property which is registered at H.M. Land Registry under title number LAN144781 was transferred to the Owner
- 2.4 The Owner and the Council agree that the obligations contained in the Original Agreement shall be varied in accordance with the manner set out in the Schedule.
- 2.5 This Deed is made pursuant to Section 106 and Section 106A of the Act and Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.

3. VARIATION

- 3.1 The parties agree that the Original Agreement will be varied with immediate effect in the manner set out in the Schedule and will from the date of this Supplemental Agreement take effect and be read and construed accordingly.

4. DECLARATION

4.1 The Original Agreement will remain in full force and effect save only as varied by this Supplemental Agreement.

5. LOCAL LAND CHARGE

5.1 This Supplemental Agreement shall be registered as a local land charge by the Council on its completion.

6. EXECUTION

6.1 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

7. GOVERNING LAW

7.1 This Supplemental Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS whereof the Council and the Owner have executed this Supplemental Agreement as a Deed the day and year first before written.

THE SCHEDULE
Variations to the Original Agreement

1. A new definition shall be inserted at Clause 1 as follows:-

"1.30 **Registered Provider** means a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (or any statutory modification or re-enactment thereof) who is registered with the Homes and Communities Agency or any other body replacing the same"

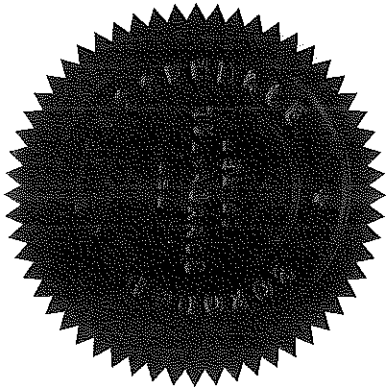
2. Clause 6.3.4 of the First Schedule shall be deleted and replaced with:

"None of the obligations in this Section 106 Agreement shall be binding upon a chargee or mortgagee of the Registered Provider in the event of default under a mortgage or charge or upon any receiver appointed by them (including administrative receivers) or any successors in title to such mortgagee, chargee or receiver and such mortgagee, chargee or receiver appointed by them and their successors in title shall be entitled to sell the Affordable Housing Units free from the provisions of this Section 106 Agreement and provided further that such provisions shall not bind a tenant of an Affordable Housing Unit who exercises any right to buy or right to acquire such dwelling or acquires the relevant Affordable Housing Unit pursuant to a voluntary sales policy of his landlord nor any mortgagee or chargee of such a tenant nor any receiver appointed by such mortgagee or chargee (including administrative receivers) and shall not bind any tenant who staircases out a shared ownership property to 100% nor any mortgagee or chargee of such a tenant nor any receiver appointed by such mortgagee or chargee (including administrative receivers) nor any persons deriving title from such tenants, mortgagees, chargees or receivers"

3. Clause 7.2 of the First Schedule shall be amended as follows:

the word "twelve" shall be replaced by "six" at the end of line 2

THE COMMON SEAL of
ROSSENDALE BOROUGH COUNCIL
was hereunto affixed in the presence of:



Authorised Signatory



...CHIEF EXECUTIVE

No. IN SEAL
REGISTER
115141

EXECUTED AS A DEED By
TAYLOR WIMPEY UK LIMITED
acting by two authorised attorneys
in the presence of:



Beverly Fury



Sadie Leigh
1 Lumsdale Road
Stretford
M32 0UT



Peter Marsden