

Dated

24th March

2026

(1) South Holland District Council

and

(2) Loosegate Developments (Long Sutton) Limited

and

(3) Paragon Development Finance Limited

THIRD DEED OF VARIATION

Sections 106 and 106A of the Town and Country Planning Act 1990

**Relating to Section 106 Agreement and Two Deeds of Variation
In relation to land between Seagate Road and
Wisbech Road (B1359), Long Sutton, Spalding**

**South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE**

SHDC Reference: LD/H11-0017-25

Date

24th March

2026

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council");
- (2) **LOOSEGATE DEVELOPMENTS (LONG SUTTON) LIMITED** (Company Registration No. 13084947) of Browns Yard, Seas End Road, Moulton Loosegate, Spalding, PE12 6JX ("the Owner")
- (3) **PARAGON DEVELOPMENT FINANCE LIMITED** (Company Registration No. 03901943) of Level 25, 20 Fenchurch Street, London, EC3M 3BY ("the Mortgagee")

together referred to as "the Parties"

BACKGROUND

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated.
- (B) The Owner is the freehold owner of part of the Land registered at HM Land Registry under Title Number LL413017 which is subject to a registered charge in favour of the Mortgagee dated 13 June 2022 referred to in entry number 4 of the charges register of title number LL413017.
- (C) The Owner is the freehold owner of part of the Land registered at HM Land Registry under Title Number LL433948
- (D) Further to completion of a transfer dated 10 May 2025 and made between (1) Michael Ernest Chapman and James Michael Chapman ("the Previous Part Landowner") and (2) the Owner of registered title number LL368453, the Owner is entitled to be registered as the legal freehold owner of that part of the Land and an application has been made to HM Land Registry to enable such registration to take place.
- (E) On 26 September 2019 the Council and the Previous Part Landowner entered into the Original Agreement (Outline).
- (F) On 10 February 2022 the Council and the Previous Part Landowner entered into the Original Agreement (Full).

- (G) On 9 March 2022 the Council and the Previous Part Landowner entered into the First Deed of Variation that varied the Original Agreement (Outline).
- (H) On 7 June 2024 the Parties together with the Previous Part Landowner entered into the Second Deed of Variation that varied both the Original Agreement (Outline) and the Original Agreement (Full).
- (I) On 23 September 2025 the Owner transferred part of registered title number LL368453 to Accent Housing Limited which is subject to registration at HM Land Registry.
- (J) On 13 January 2025 the Council accepted the application for planning permission for the Land under reference H11-0017-25 for five (5) Dwellings on the Land covered by the obligations contained in the Original Agreement (Outline) and the Original Agreement (Full).
- (K) The purpose of this Agreement is to amend the Education Contribution and the Health Care Facilities Contribution within the Original Agreement (Outline) following a viability assessment.
- (L) Without prejudice to the terms of the other covenants contained in the Original Agreement (Outline) the parties have agreed to vary the terms of the Original Agreement (Outline) as set out in this Deed.
- (M) The parties have agreed to enter into this Deed to give its consent to the terms of this Deed.
- (N) This Deed is made under section 106 and 106A of the 1990 Act and is supplemental to the Original Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"First Deed of Variation"	means the agreement made under sections 106 and 106A of the 1990 Act dated 9 March 2022 relating to land between Seagate Road and Wisbech
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	Road, Long Sutton, Spalding and made between (1) the Council and (2) the First Owner
“Original Agreement (Outline)”	means the agreement made under section 106 of the 1990 Act dated 26 September 2019 relating to land between Seagate Road and Wisbech Road (B1359), Long Sutton, Spalding and made between (1) the Council and (2) the First Owner
“Original Agreement (Full)”	means the agreement made under section 106 of the 1990 Act dated 10 February 2022 relating to land on the east side of Seagate Road, Long Sutton, Spalding and made between (1) the Council and (2) the First Owner
“Second Deed of Variation”	means the agreement made under sections 106 and 106A of the 1990 Act dated 7 June 2024 relating to land between Seagate Road and Wisbech Road, Long Sutton, Spalding and made between (1) the Council and (2) the First Owner (3) the Second Owner and (4) the Mortgagee

2. CONSTRUCTION OF THIS DEED

- 2.1 Clause headings are for reference only and shall not affect the interpretation of this Deed.
- 2.2 Unless the context otherwise requires and save as herein varied all words and phrases defined in the Original Agreement (Outline) shall have the same meaning in this Deed.
- 2.3 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

- 2.4 Reference to the Original Agreement (Outline) shall be read as the Original Agreement (Outline) as varied by the First Deed of Variation and the Second Deed of Variation.
- 2.5 Reference to the Original Agreement (Full) shall be read as the Original Agreement (Full) as varied by the Second Deed of Variation.
- 2.6 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.7 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably.
- 2.8 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.
- 2.9 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party to the Land or any part thereof and in the case of the Council, successors to its functions.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Sections 106 and 106A of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers with the intent that the covenants and obligations shall run with the Site.

4. VARIATIONS TO THE ORIGINAL AGREEMENT (OUTLINE)

- 4.1 The Following definitions shall be added to the Original Agreement (Outline)

"Second Deed of Variation"	means the agreement made under sections 106 and 106A of the 1990 Act dated 7 June 2024 relating to land between Seagate Road and Wisbech Road, Long Sutton, Spalding and made between (1) the Council and (2) the First
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	Owner (3) the Second Owner and (4) the Mortgagee
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- 4.2 The Definition of “Education Contribution” in Clause 1.1 in the Original Agreement (Outline) will be deleted in its entirety and replaced with:

“Education Contribution”	means the sum of one million and seventy nine thousand six hundred and thirty four pounds (£1,079,634) which arises out of the need to provide primary, secondary and sixth form places the contribution of which shall be used towards a local primary school, a local secondary school and a local school-based sixth form to be specified following discussions with the school.
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- 4.2 The Definition “Health Care Facilities Contribution” in Clause 1.1 in the Original Agreement (Outline) shall be deleted in its entirety and replaced with:

“Health Care Facilities Contribution”	means the sum of seventy seven thousand seven hundred pounds (£77,700) calculated at £444 per Dwelling to be used at Littlebury Medical Centre for the purposes of providing additional clinical rooms.
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- 4.3 Annex B in the Original Agreement (Outline) shall be deleted in its entirety.
- 4.4 Annex C in the Original Agreement (Outline) shall be deleted in its entirety.
- 4.5 In all other respects the Original Agreement (Outline) (as varied by this Deed) shall remain in full force and effect.

5. THE OWNERS' COVENANTS

- 5.1 The Owners covenant to observe and perform the covenants, restrictions and obligations contained in the Original Agreement (Outline) as varied by this Deed.

6. LOCAL LAND CHARGE

- 6.1 This Deed shall be registerable as a local land charge by the Council.

7. COUNCIL'S COSTS

- 7.1 The Owners shall pay to the Council on or before the date of this Deed:
- (a) the Council's reasonable legal costs of £675 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; and
 - (b) the sum of £440 as a contribution towards the Council's costs in monitoring the implementation of this Deed.

8. VAT

- 8.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owner and not the Council.

9. THIRD PARTY RIGHTS

- 9.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10. JURISDICTION

- 10.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales

11. EXECUTION AND DELIVERY

This Deed is executed as a deed by the parties and is delivered on the date first hereinbefore written

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL** was hereunto affixed in the presence of:-



Authorised Signatory



EXECUTED as a **DEED** by
LOOSEGATE DEVELOPMENTS
(LONG SUTTON) LIMITED
acting by a Director and its
Secretary or two Directors

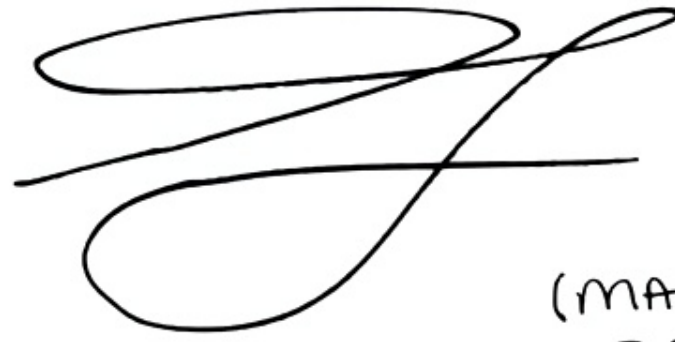
Signature of Director



Signature of Secretary/Director



EXECUTED as a **DEED** by
PARAGON DEVELOPMENT
FINANCE LIMITED acting by
An Attorney in the presence of a witness



(MATTHEW JOHN
GROGAN)

WITNESS: *Priestley*
NICOLE PRIESTLEY
SOLICITOR

Thomson Snell & Passmore
Heathervale House, 2 - 4 Vale Avenue
Tunbridge Wells, Kent
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