

Dated 27th February 2026

(1) AMPLIUS LIVING
and
(2) SOUTH HOLLAND DISTRICT COUNCIL

DEED OF VARIATION

pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended)
relating to land off Lime Walk, Long Sutton, Spalding, Lincolnshire

Planning application reference: H11-0842-23 and H11-0289-25

THIS DEED by way of deed is made the 27^m day of February Two Thousand and Twenty Six

BETWEEN:

1. **AMPLIUS LIVING** (Co. Regn. No RS007853) of K2, Timbold Drive, Kents Hill, Milton Keynes, MK7 6BZ ("The Owner")
2. **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, Lincolnshire PE11 2XW ("the Council")

together the "**Parties**" and reference to "**Party**" shall be construed accordingly.

BACKGROUND:

1. The Council is the local planning authority for South Holland District within which the Land is situated and by whom the planning obligations within this Agreement are enforceable
2. The Owner is the freehold owner of the Land, which is registered with HM Land Registry under title numbers LL343187 (part), LL264917, LL348747 and LL436036 (part), and subject to a transfer dated 15 October 2025 which is pending registration at the Land Registry.
3. The Principal Agreement was entered into for the purpose of regulating the development of the Land pursuant to the Planning Permission.
4. The parties have agreed to enter into this Deed in order to vary the Principal Agreement.

IT IS AGREED as follows:

1. Definitions and interpretation

- 1.1. this Deed the following terms and expressions shall have the following meaning:

"Principal Agreement" means the agreement dated ^{28th August 2024} ~~23rd September 2024~~ made between (1) Rebecca Elizabeth Butt and Victoria Alice Sneath and (2) the Council.

- 1.2. In interpreting this Deed:

(A) The words definitions and expressions used in the Principal Agreement (as varied by the Deed of Modification) shall have the same meanings as if set out herein verbatim unless so varied below.

(B) Unless otherwise stated in this Deed the expressions the "Council" and the "Owner" shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the "Council" the successors in title to their respective statutory functions.

- (C) Where appropriate the singular includes the plural and vice versa and words importing one gender include all other genders.
- (D) Where for the time being there are two or more persons within the meaning of any party hereto obligations expressed or implied and made or to be made by or with such party shall be made by or with such party jointly and severally.
- (E) 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. Agreement and Declaration

2.1. This Deed is:

- (A) made pursuant to Sections 106 and 106A of the 1990 Act;
- (B) a planning obligation for the purposes of Section 106 of the 1990 Act;
- (C) made with the intent to bind the Owners' freehold interest in the Land;
- (D) enforceable by the Council as Local Planning Authorities; and
- (E) executed as a deed.

3. Effective Date

This Deed shall come into effect upon the completion of this Deed.

4. Variation of the Principal Agreement

The Council and the Owner agree that with effect from the date of this Deed the Principal Agreement as varied as follows;

4.1. The entire paragraph 1.11 of Schedule 2 shall be removed.

4.2. A new paragraph 1.11 of Schedule 2 shall be inserted as follows:

1.11 This obligations in this Deed shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Land or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

1.11.1 *such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the relevant part of the Land and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the relevant part of the Land to another provider of supported housing or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and*

1.11.2 *if such disposal has not completed within the three-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Land free from the obligations in this Deed which provisions shall determine absolutely.*

4.3 The definition of Affordable Housing Scheme at Clause 1 shall be deleted and replaced as follows:

"means the scheme for securing the Affordable Housing and detailing the design, tenure, mix, size and location off the Affordable Housing to be provided as part of the Development together with the identity of the Affordable Housing Provider and consisting of 12 Rented Dwellings as shown marked with a red circle on the Affordable Housing Plan"

4.4 The definition of Affordable Housing Plan at Clause 1 shall be deleted and replaced as follows:

"means the plan identifying the proportion and distribution of the Affordable Housing included within the Development being attached to this Deed at Appendix 1 and labelled Affordable Housing Plan or any other plan that may be agreed in writing with the Council"

But otherwise the Council and the Owner agree that from this date the Principal Agreement otherwise than as varied by this Deed shall continue in full force and effect.

5. Owners Covenants

The Owner covenants with the Council to continue to comply with the obligations as set out in the Principal Agreement insofar as they are not varied by this Deed

6. Declaration

6.1. A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term hereof provided that this clause shall not affect any right of action of any person to whom this Deed is lawfully assigned or in whom it becomes vested in law.

6.2. The planning obligations hereby created by this Deed shall be registered as a Local Land Charge by the Council.

7. Council's Costs

7.1 The Owner 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. Jurisdiction

This Deed is governed by and interpreted in accordance with the laws of England.

9. 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 caused this Agreement to be executed as a Deed

THE COMMON SEAL of)
SOUTH HOLLAND DISTRICT COUNCIL)

was hereunto affixed)

(but not delivered until the date hereof))

in the presence of: -)

Authorised Signatory



EXECUTED AS A DEED

by affixing the common seal of

AMPLIUS LIVING

in the presence of:

.....
Authorised signatory



.....
Authorised signatory



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Appendix 1 – Affordable Housing Plan