

Dated

11th March

2026

(1) South Holland District Council

and

(2) Broadgate Homes Limited

and

(3) Broadgate Builders (Spalding) Limited

and

(4) National Westminster Bank PLC

THIRD DEED OF VARIATION

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

**Relating to the development of land at
Holland Park, Spalding**

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

SHDC Reference: LD/ H16-0085-26

Date

11th March

2026

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council");
- (2) **BROADGATE HOMES LIMITED** (Company Registration No. 03005310) of Broadgate House, Broadgate, Weston Hills, Spalding, PE12 6DB ("the First Owner")
- (3) **BROADGATE BUILDERS (SPALDING) LIMITED** (Company Registration No. 1242542) of Broadgate House, Broadgate, Weston Hills, Spalding, PE12 6DB ("the Second Owner")
- (4) **NATIONAL WESTMINSTER BANK PLC** (Company Registration No. 00929027) whose registered office is at 250 Bishopsgate, London, EC2M 4AA and whose address for service is Credit Documentation, 1 Spinningfields Square, Manchester, M3 3AP ("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 First Owner is the owner of part of Phase 3 contained within title number LL124355.
- (C) The Second Owner is the owner of the parts of Phase 1, Phase 2 and Phase 3 located within title number LL56017 and the part of Phase 3 located within title number LL325513.
- (D) The Mortgagee has a charge of parts of the Site.
- (E) On 18 March 2025 the Parties entered into the Second Agreement.
- (F) On 7 November 2025 the Parties entered into the First Deed of Variation.
- (G) On 28 January 2026 the Parties entered into the Second Deed of Variation.
- (H) The Owner has submitted to the Council the Third Section 106A Modification Application to amend the obligations to allow for amendments to the definition of Protected Tenants.

- (I) Without prejudice to the terms of the other covenants contained in the Second Agreement the parties have agreed to vary the terms of the Second Agreement as set out in this Deed.
- (J) The parties have agreed to enter into this Deed to give its consent to the terms of this Deed.
- (K) This agreement is made under Sections 106 and 106A of the Act and is supplemental to the Second 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 7 November 2025 relating to land at Holland Park, Spalding and made between the Parties
"Second Agreement"	means the agreement made under section 106 of the Act relating to the development of land at Holland Park, Spalding dated 18 March 2025 and made between the Parties
"Section Deed of Variation"	means the agreement made under sections 106 and 106A of the 1990 Act dated 28 January 2026 relating to land at Holland Park, Spalding and made between the Parties
"Third Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the Council and accepted on 3 February

	2026 to allow for a new definition of "Protected Tenant" and associated amendments and allocated reference number H16-0085-26
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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 Second Agreement shall have the same meaning in this Deed.
- 2.3 Reference to the Second Agreement shall be read as the Second Agreement as varied by the First Deed of Variation and by the Second Deed of Variation.
- 2.4 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.
- 2.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.6 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
- 2.7 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.
- 2.8 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 SECOND AGREEMENT

4.1 The Following definitions shall be added to the Second Agreement

"Second Deed of Variation"	means the agreement made under sections 106 and 106A of the 1990 Act dated 28 January 2026 relating to land at Holland Park, Spalding and made between the Parties
"Third Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the Council and accepted on 3 February 2026 to allow for a new definition of "Protected Tenant" and associated amendments and allocated reference number H16-0085-26

4.2 The definition of "Protected Tenant" shall be added to the Second Agreement as follows:

"Protected Tenant"	means any tenant of an Affordable Housing Unit who: (a) has exercised the right to buy or right to acquire pursuant to the Housing Act 1996 or any similar statutory provision for the time being in force (or equivalent contractual or voluntary right) in respect of a particular Affordable Housing Unit; or (b) (has been granted a shared ownership lease by a Registered
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	Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and who has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns 100% of that Affordable Housing Unit has exercised any statutory right to buy (or equivalent contractual or voluntary right) in respect of a particular Affordable Housing Unit; or (c) any person or body deriving title through or from any of the parties mentioned in (a) or (b) above.
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- 4.3 Clause 7.2.1 in the Second Agreement shall be deleted in its entirety and replaced with the following:

"7.2.1 construction of the Phase 2 Affordable Housing Unites with those Phase 2 Affordable Housing Units to (subject always to Clause 10 of this Deed) to be occupied only as Affordable Housing and constructed and transferred to the Council or a Registered Provider prior to 80% Dwellings Occupations within Phase 2 on terms to be reasonably agreed to secure the Affordable Housing Units as Affordable Housing in accordance with the requirements of this Deed."

- 4.4 The heading of Clause 10 in the Second Agreement shall be deleted in its entirety and replaced with the following:

"10 CHARGE AND PROTECTED TENANT EXEMPTION CLAUSE"

4.5 A new Clause 10.2 shall be inserted into the Second Agreement as follows:

"10.2 The affordable housing provision in this Deed shall not be binding on a Protected Tenant"

4.6 In all other respects the Second Agreement (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 Second Agreement 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. THIRD PARTY RIGHTS

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

9. JURISDICTION

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

10. 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

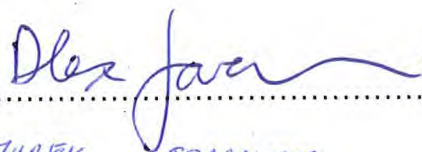
M. HOGAN



EXECUTED as a **DEED** by
BROADGATE HOMES LIMITED

by

a duly authorised director in the presence of:



ALEXANDER JUREK SZARAWARSKI

Signature of Witness:



Name of Witness:

DAVID MCKEN

Address of Witness:

23 NEW RD

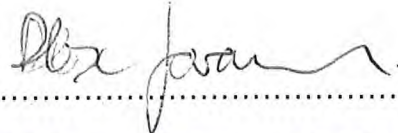
SPADING

LINCS

PE11 1DH

EXECUTED as a **DEED** by
BROADGATE BUILDERS
(SPALDING) LIMITED by

a duly authorised Director in
the presence of:


.....
ALEXANDER JUREK SZARAWARSKI

Signature of Witness:

Name of Witness:

Address of Witness:


.....
DAVID NICOLSON
.....
23 NEW RD
.....
SPALDING
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Lincs
.....
PO1 1DH
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EXECUTED and **DELIVERED**
as a **DEED** for and on behalf of
NATIONAL WESTMINSTER BANK PLC
by a duly authorised Attorney


TINA BAROSUEY
DOCUMENTOR
CREDIT DOCUMENTATION
REF 79999571M06

In the presence of:


.....
RACHEL ROSS
.....
Witness Signature – Bank employee