DATED 29 September 2011

KEITH ANTHONY GREEN (1)

and

JEFFEREY RAYMOND HINDE MOULD (2)

and

ROOKWOOD CHICHESTER LIMITED (3)

and

THE COUNCIL OF THE BOROUGH OF HAVANT (4)

Deed of Variation pursuant to Section 106A Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 in relation to the development of land at Rear of Norfolk Crescent, 35 Sea Front, Hayling Island in Hampshire

P D J Griffith
Solicitor to the Council
Civic Offices
Civic Centre Road
Havant
Hampshire
PO9 2AX

THIS DEED OF VARIATION is made the 29th day of September 2011 between:

PARTIES

1. KEITH ANTHONY GREEN of 10 Victoria Road, South Southsea, Portsmouth ("the Freehold Owner")
2. JEFFREY RAYMOND HINDE MOULD of 'Brenchley' 35 East Street Fareham ("the Beneficial Owner")
3. ROOKWOOD CHICHESTER LIMITED (company reg no. 02075985) whose registered office is situate at Watergate House, West Marden Chichester West Sussex PO18 9EQ ("the Mortgagee")
4. THE COUNCIL OF THE BOROUGH OF HAVANT of Civic Offices Civic Centre Road Havant Hampshire PO9 2AX ("the Council")

WHEREAS

1. This Deed is supplemental to a Deed of Agreement dated 27 May 2011 made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and Section 111 of the Local Government Act 1972 between the Owner (1) and the Council (3) in relation to the development of land at Rear of Norfolk Crescent 35 Sea Front Hayling Island in Hampshire ("the Section 106 Agreement")
2. The Freehold Owner is the freehold owner of the Land under Land Registry titles SH13984 and HP410738
3. The Freehold Owner has under a Declaration of Trust dated 11 July 2011 transferred the equitable interest in the Land to the Beneficial Owner
4. The Mortgagee has a registered charge dated 14 May 2009 over the Land under Land Registry Title SH13984
5. A certificate from the Solicitor to the Freehold Owner and the Beneficial Owner has been produced to the Council to the above effect and no other person other than the Mortgagee has an interest in the Land at law or in equity
6. The Parties hereto agree and consent to the terms of the Section 106 Agreement being varied in respect of the site as hereinafter provided

NOW THIS DEED WITNESSETH as follows:

1. This Deed of Agreement is made pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended) and Section 111 of the Local Government Act 1972 and all other powers enabling

2. Unless separately defined in this Deed the expressions in this Deed shall have the same meanings as given to them in the Section 106 Agreement
3. Paragraph 2 to the Schedule contained within the Section 106 Agreement shall be amended to insert
"JEFFREY RAYMOND HINDE MOULD of 'Brenchley' 35 East Street Fareham"
4. For the avoidance of doubt references in the Section 106 Agreement to the Owner shall now mean the Freehold Owner and the Beneficial Owner and references Owner wherever this appears in the Section 106 Agreement shall be construed accordingly
5. Paragraph 3 to the Schedule contained within the Section 106 Agreement shall be amended to insert
"ROOKWOOD CHICHESTER LIMITED (company reg no. 02075985) whose registered office is situate at Watergate House, West Marden Chichester West Sussex PO18 9EQ"
5. Paragraph 4 to the Schedule contained within the Section 106 Agreement shall be amended to insert
"Registered charge dated 14 May 2009 over the Land under Land Registry Title SH13984 between ROOKWOOD CHICHESTER LIMITED and KEITH ANTHONY GREEN"
5. In all other respects the Section 106 Agreement is otherwise confirmed and remains in full force and effect
6. The Freehold Owner and the Beneficial Owner hereby covenant to pay on the date hereof the whole of the reasonable costs incurred by the Council in preparation and completion of this Deed.

GENERAL ADMINISTRATIVE PROVISIONS

7. The Agreement is a local Land Charge and shall be registered as such by the Council
8. This Agreement constitutes a Deed
9. If any provision of the Agreement shall become or shall be declared by any Court or competent jurisdiction to be invalid or unenforceable in any way then the clause or clauses which become or are declared to be invalid or unenforceable shall be severed from the remainder of this Agreement (which shall continue in full force and effect)
10. As Solicitor for the Owner we hereby certify that on the date of the Planning Obligation Deed of Variation what is set out below is true

10.1 The Freehold Owner (and each of them acting in concert in the case of more than one joint owner) is immediately entitled to possession and occupation of a freehold estate in the Land subject to the Declaration of Trust and Mortgage no other person having an interest therein at law or (to the best of the Owner's knowledge and belief) in equity

10.2 In the case that the Land is subject to any mortgage the Mortgage (or in the case of more than one each of them) is described at Recital 4 above and no other mortgage or charge has been concluded which affects the Land other than the Mortgage.

Signed: .....

Name: ..Mr M. T. JAMES.....

Address: .....Solicitor.....

.....

.....STARBUCK & MACK.....

227 West Street, Fareham
Hampshire PO16 0HA
Tel: 01329 285341

Dated:.....6/9/11.....

IN WITNESS whereof the parties hereto have executed and delivered this instrument or document as a Deed the day and year first before written

SIGNED as a DEED by me)
the said)
KEITH ANTHONY GREEN)
in the presence of:)

Beverley Maria Waters
name
address
48 Whitworth Road
Copnor
Portsmouth
PO2 7RU

BM Waters

SIGNED as a DEED by me)
the said)
JEFFEREY RAYMOND HINDE MOULD)
in the presence of:)

name Paul Chandler
address 17 PORTCHESTER HEIGHTS FAREHAM. PO16 8SU.

P R Chandler
17

SIGNED as a DEED by)
ROOKWOOD CHICHESTER LIMITED)
Acting by)
A director and its secretary/)
Two Directors)

Director

Director/Secretary

EXECUTED as a DEED by affixing
THE COMMON SEAL of THE)
COUNCIL OF THE BOROUGH OF)
HAVANT)
in the presence of:)

Deputy to the Solicitor to the Council