

DATED 11<sup>th</sup> February 2026

~~2025~~

**THE COUNCIL OF THE BOROUGH OF HAVANT**

and

**VIVID HOUSING LIMITED**

and

**M&G TRUSTEE COMPANY LIMITED**

**DEED OF VARIATION**

to

**a planning obligation made under Section 106 of the  
Town and Country Planning Act 1990**

**Relating to land at  
The Heron Public House, Leigh Park, Havant**

**Southampton, Fareham & Havant Legal Partnership  
Southampton City Council  
Civic Offices  
Southampton  
SO14 7LY**

**HBC-060947**

**THIS DEED OF VARIATION** is made the 11<sup>th</sup> day of February 2026 ~~2025~~  
**BETWEEN**

- (1) **The Council of the Borough of Havant** of Public Service Plaza, Civic Centre Road, Havant, PO9 2AX ("the Council")
- (2) **Vivid Housing Limited** (Community Benefit Society No, 7544) of Peninsular House, Wharf Road, Portsmouth, PO2 8HB ("the Owner")
- (3) **M&G Trustee Company Limited** (Company Registration Number 1863305) of 10 Fenchurch Avenue, London, EC3M 5AG ("the Mortgagee")

### **RECITALS**

#### **W H E R E A S:**

- (1) The Council is the local planning authority for the purposes of the Act for the area within which the Land is situated.
- (2) On 13<sup>th</sup> May 2004 the Council entered into an agreement pursuant to section 106 of the Act with Target Pil Core Limited, the Laurel Pub Company Limited and Lehman Brothers Bankhaus AG ("the **Principal Deed**").
- (3) The Principal Deed relates to the Development, permission for which was granted by the Council on 25<sup>th</sup> May 2004 pursuant to the Application.
- (4) Since the date of the Principal Deed, the Owner has acquired the Land.
- (5) The Owner has requested amendments to the affordable housing provisions in the Principal Deed and the Council has agreed to enter into this Deed in order that the provisions of the Principal Deed be varied as hereinafter provided.
- (6) This Deed is supplemental to and varies the Principal Deed.
- (7) The Mortgagee has a registered charge over the Owner's Land dated 13<sup>th</sup> December 2023

**IT IS HEREBY AGREED** as follows:

#### **1. INTERPRETATION**

- 1.1. In this Deed the following expressions shall have the meanings indicated:

|                   |                                                                                                                                                                                                                                |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Enabling Powers" | section 111 of the Local Government Act 1972 (as amended), section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity to or facilitating the enforcement of the |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |                                  |
|--|----------------------------------|
|  | obligations created by this Deed |
|--|----------------------------------|

- 1.2. Otherwise, and unless the context otherwise requires, all expressions shall have the meaning given to them by the Principal Deed.

## 2. STATUTORY AUTHORITIES

- 1.1 This Deed of Variation is made pursuant to section 106A of the Act and the Enabling Powers with the intention that it binds the Land and that the planning obligations contained in the Principal Deed (as varied herein) be enforceable by the Council as local planning authority

## 3. LEGAL EFFECT

- 3.1. This Deed varies the planning obligations contained in the Principal Deed and relates to and binds the Land and is made pursuant to the provisions of sections 106 and 106A of the 1990 Act and, insofar as the provisions hereof do not constitute planning obligations for purposes of section 106 of the Act, this Deed is also entered into pursuant to the Enabling Powers.
- 3.2. This Deed contains planning obligations for the purposes of the Act enforceable by the Council as local planning authority in respect of the interests in the Land.
- 3.3. This Deed shall come into effect on the date of completion of this Deed.
- 3.4. Save as herein varied, the Principal Deed remains in full force and effect.

## 4. VARIATION

The parties agree to vary the Principal Deed in the following manner:

- 4.1 Clause 2.2 shall be deleted and a new clause 2.2 inserted as follows:

"2.2 It is hereby declared and agreed that, subject to the precondition set out in sub-clause 2.2(a) and (b) of this Agreement any 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 Affordable Housing or any persons or bodies deriving title through such mortgagee or chargee or Receiver may sell the land free from the obligation set out in paragraph 10.3 of the Schedule hereto (and the person deriving title from such mortgagee or chargee or Receiver shall also be free of such obligation).

- (a) The precondition referred to in clause 2.2 is that such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing and shall have used reasonable endeavours over a period of three months from

- the date of the written notice to complete a disposal of Affordable Housing to another registered provider 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
- (b) If such disposal has not completed within the three month period, the mortgagee, charge or Receiver shall be entitled to dispose of the Affordable Housing free from the affordable housing obligations set out in paragraph 10.3 of the Schedule to this Agreement which provisions shall determine absolutely.

## **5. MISCELLANEOUS**

- 5.1 The headings in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 5.2 Reference to the singular includes the plural and references to any gender include all gender.
- 5.3 The Owner agrees to pay the Council's reasonable legal costs incurred in the preparation and negotiation of this Deed prior to completion of this Deed.
- 5.4 This Deed shall be registered by the Council as a local land charge.
- 5.5 This Deed is to be governed by and interpreted in accordance with the law of England and Wales and the parties consent to the exclusive jurisdiction of the courts of England.

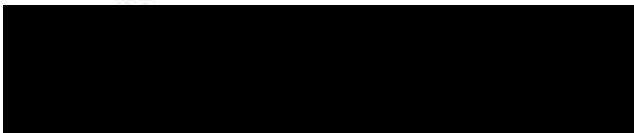
## **6. MORTGAGEE CLAUSE**

- 6.1 The Mortgagee hereby acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Owner's interests in the Owner's Land shall be bound by the obligations contained in this Deed and that the security of its registered charge over the Owner's interests in the Owner's Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under the terms of this Deed unless it takes possession of part of the Owner's Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

**IN WITNESS** whereof as a Deed the parties have executed this Deed or caused their respective Common Seals to be hereto affixed the day and year first before written

THE COMMON SEAL OF THE )  
COUNCIL OF THE BOROUGH )  
OF HAVANT was affixed )  
in the presence of )

Authorised Signatory



As attorney for **VIVID HOUSING LIMITED**  
Under a power of attorney dated 20/08/2025

.....  
Signature of attorney for **VIVID HOUSING LIMITED**

In the presence of:

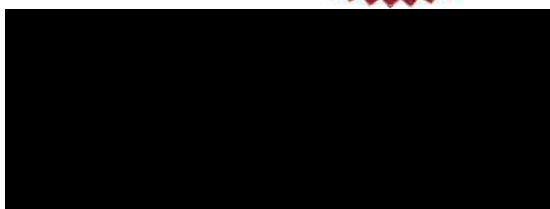
.....  
Signature of Witness

Name:.....

Address: .....  
Devonshires..  
Solicitors LLP  
30 Finsbury Circus  
London EC2M 7DT

**EXECUTED as a DEED by affixing  
THE COMMON SEAL of  
M&G TRUSTEE  
COMPANY LIMITED**

in the presence of:



Sealing Officer

