

DEED OF VARIATION

THIS AGREEMENT is made the 9th day of December 2010
BETWEEN:-

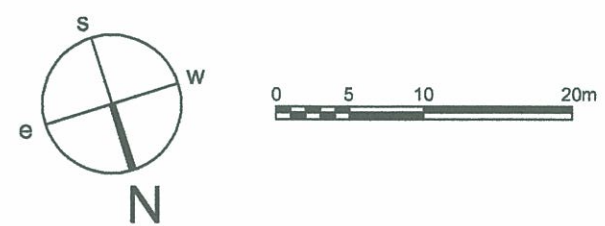
- (1) **WREXHAM COUNTY BOROUGH COUNCIL** of The Guildhall, Wrexham, LL11 1AY ("the Council").
- (2) **GOWER HOMES LIMITED** (Company Number 1204658) whose registered office is at 8 Temple Row, Wrexham, LL13 8LY ("the Owner") and
- (3) **BARCLAYS BANK PLC** (Company Number 01026167) whose registered office is situate at 1 Churchill Place, London, E14 5HP {contact address UK Banking Service Centre, P O Box 299 Birmingham, B1 3PF} ("the Mortgagee")

NOW THIS DEED WITNESSES as follows:-

Background

1. The parties have entered into a Planning Agreement dated 6th October 2010 ("the Planning Agreement") under 106 of the Town and Country Planning Act 1990 in respect of land on the south side of Rivulet Road, Wrexham, registered under Title Number CYM273733 ("the Land").
2. Planning permission for development of the land has been granted by the Council under code number WRC P/2009/0727.
3. The Land is to be developed by the Owner in accordance with the planning permission the development to be known as Greenbank Court, off Greenbank Street, Wrexham ("Greenbank Court").
4. The Owner has agreed to sell plots 11 – 16 inclusive of Greenbank Court as shown edged red on the attached plan ("the Affordable Plots") to Wales and West Housing Association Limited ("Wales and West") (Company registration number IP21114R) whose registered office is at 3 Alexander Gate, Ffordd Pengam, Tremorfa, Cardiff, CF24 2UD.

BARCLAYS BANK PLC
UK BANKING SERVICE CENTRE
P.O. BOX 294
BIRMINGHAM B1 3FF



M. W. Burgess
PLOTS 11-16

Drawn	RS	06.08.10	Preliminary
Checked	RS		
Date			
Status			

Revision
P1 First Issue

LoveLock Mitchell Architects
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Project
Proposed Residential Development
former Gas Works Site, Rivulet Road, Wrexham
for Gower Homes

Title
Conveyance Plan

Scale 1:500@A3	Drawn By RS	Checked By RS	Date Aug 2010
Job No.	Sheet No.	Rev.	
05-46	410	P1	

5. Wales and West have agreed to buy the Affordable Plots in order to construct 6 of the Affordable Housing Units within the definition of the Planning Agreement.
6. The Planning Agreement requires the Owner to set up a management company ("the Management Company") with a view to managing the Communal Areas.
7. The Management Company is Greenbank Court Management Company (Wrexham) Limited (Company Number 7373968).
8. Wales and West do not wish to become members of the Management Company.
9. The Council has agreed pursuant to Section 106A of the Town and Country Planning Act 1990 with the Owner that the Planning Agreement shall be varied in the manner set out below.

Variation of the Planning Agreement

10. The Council agree with the Owner and the Mortgagee that the Planning Agreement is now varied as follows:
 - i. In clause 1.1 of the Planning Agreement there shall be an additional definition as follows:

"Affordable Plots" means Plots 11 to 16 inclusive and shown edged red on Plan 3.
 - ii. In clause 1.1 of the Planning Agreement the definition relating to plans will be varied to read as follows:

"Plan 1", "Plan 2" & "Plan 3" means the plan so marked annexed hereto and "Plans" shall be construed accordingly
 - iii Plan 3 attached hereto will be incorporated in the Planning Agreement
 - iv. Clause 8.2 of the Agreement shall be varied to read as follows:

"Any owner or occupier of a completed Dwelling which is an Affordable Housing Unit shall only be liable for any breach of the provisions of paragraphs 6 & 7 of Part 1 of the First

Schedule and any breach of the affordable housing obligations contained in the Third Schedule to the extent that such breach is in respect of the Dwelling of which he or she is the owner or occupier

SAVE THAT in the event that the freehold interest in the Affordable Plots is transferred to Wales and West Housing Association Limited (Company registration number IP21114R) the provisions of the First Schedule shall not apply to the Affordable Plots. “

Provision of a certified copy instrument

11. In the event that the freehold interest in the Affordable Plots is transferred to Wales and West Housing Association Limited (Company registration number IP21114R) the Owner will provide the Council with a certified copy of the instrument giving effect to such transfer within 28 days thereof.

Mortgagee's Consent

12. The Mortgagee acknowledges and declares that:-
 - 12.1 This Deed has been entered into by the Owner with his consent
 - 12.2 The Security of the Mortgage of the Land in favour of the Mortgagee shall take effect subject to this Deed
PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too shall be bound by the obligations as if it was a person deriving title from the Owner.

Costs

13. The Owner will be responsible for the Council's reasonable costs with regard to this Agreement.

Definitions and Interpretation

14. Words and expressions defined in the Planning Agreement shall unless a contrary intention appears have the same meaning in this Deed as in the Planning Agreement and clause 1.2 of the Planning Agreement shall apply to this Deed as if set out in this Deed in full.
15. The Council and the Owner agree and declare that the terms of the Planning Agreement "except as varied by this Agreement" are confirmed as if the same was set out in this Agreement in full and that such terms (as so varied) remain in full force and effect.

Local Land Charge

16. This Agreement is a Local Land Charge for the purposes of the Local Land Charges Act 1975 and will be registered as such by the Council.

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written

The Common Seal of
WREXHAM COUNTY BOROUGH
COUNCIL was hereunto
affixed in the presence of


.....
Chief Legal and Democratic Services Officer



273/10.

Executed as a Deed by
GOWER HOMES LIMITED
acting by Michael William Forgrave
a Director in the presence of;-

Michael William Forgrave

Witness..... *SEK*

Address..... *6 BODWYN PARK GRESFORD WREXHAM*

Occupation..... *PERSONAL ASSISTANT*

Executed as a Deed by
BARCLAYS BANK PLC
acting by its Secretary and
two Directors

.....
Secretary

.....
Director

.....
Director

Signed as a deed
By Yasmi Roberta Glynn Roberts *Yasmi*
as Attorney for and
on behalf of
Barclays Bank PLC
in the presence of
Name *SIMON BROWN* Signed *S. Brown*

QRC	INITIALS	DATE
	<i>UW</i> <i>124</i>	

By this POWER OF ATTORNEY made by deed on 8 April 2010, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINT[S]:

YASMI ROBERTA GLYNN ROBERTS
MANAGER
SPECIALIST SUPPORT TEAM
Barclays Loan Servicing Centre
One Snowhill
Queensway
Birmingham
B4 6GB

I certify that this is a true
and complete copy of the
original

FOR BARCLAYS BANK PLC

Name JULIA PERRY

Job Title BANK OFFICIAL

Date 2ND NOVEMBER 2010

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

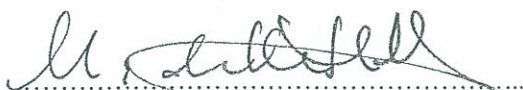
1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or
2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or
3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney shall remain in force for twelve consecutive calendar months from the date of this Deed.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:



Assistant Secretary
Authorised Sealing Officer

