

DATED 15th December 2006

HOME GROUP LIMITED

and

THE LONDON BOROUGH OF HILLINGDON

DEED OF VARIATION – AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS
RELATING TO THE DEVELOPMENT OF LAND AT

Former MoD Records Office
Hayes

Environment and Property Team
Attn: Amber Trebitsch
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: AT/AV/3469/152
Tel: 01895-556766

THIS DEED OF VARIATION is dated 15th December

2006

And is made BETWEEN:-

- (1) THE LONDON BOROUGH OF HILLINGDON of the Civic Centre,
High Street, Uxbridge, Middlesex, UB8 1UW ("the Council")
- (2) HOME GROUP LIMITED incorporated as a Charity under the Industrial
and Provident Societies Act 1965 (Register no. 22981R) and an exempt
Charity within the meaning of the Charities Act 1993 whose registered
office is situate at Ridley House Regent Centre Gosforth Newcastle Upon
Tyne NE3 3JE ("the Owner")

BACKGROUND

- a) This Deed of Variation is supplemental to a Deed of Agreement entered into between the Council and Prologis (Hayes) Limited and the Secretary of State for Defence dated 11 August 2005 ("the Main Agreement") made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) ("TCPA 1990"), section 111 of the Local Government Act 1972, section 278 of the Highways Act 1980, and section 16 of the Greater London Council (General Powers) Act 1974.
- b) The Main Agreement provided for (inter alia) the provision of Affordable Housing.
- c) The Owner has acquired the Land shown edged red on the Plan annexed hereto
- d) The Council resolved at its Central and South Planning Committee meeting on 26 October 2006 to delegate authority to the Head of Planning and Transportation to vary the Main Agreement by entering into this Deed of Variation.
- e) The Council and the Owner agree to vary the Main Agreement in relation to the Affordable Housing Site in the manner below.

IT IS AGREED AS FOLLOWS:-

1. INTERPRETATION

For the purposes of this Deed of Variation: -

1.1 "The Affordable Housing Site" shall mean the land edged red on the plan annexed hereto

1.2 "Affordable Housing Unit(s)" shall mean any of the dwelling units erected on the Affordable Housing Site and which are accessible to people whose incomes are insufficient to enable them to afford adequate housing locally in the open market

2. LEGAL EFFECT

2.1 It is hereby agreed between the parties to this Deed of Variation that the Main Agreement is varied in the manner set out in the Schedule to this Deed of Variation and the Main Agreement shall remain in full force and effect and the amendments contained in this Deed of Variation shall take effect as if they were included in the Main Agreement as executed by the parties to this Deed of Variation.

2.2 In this Deed of Variation, unless the context otherwise requires:

2.2.1 References to clauses paragraphs and schedules are references to those in the Main Agreement; and

2.2.2 Words and phrases whose meanings are not varied by this Deed of Variation have the same meanings as in the Main Agreement.

2.3 This Deed of Variation is made pursuant to the statutory provisions and in consideration of the covenants contained herein and for the avoidance of doubt it is agreed and declared that the said covenants are ones to which section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 106 of the TCPA 1990 and all other Powers so enabling.

- 2.4 This Deed of Variation contains planning obligations made pursuant to the said section 106 which is enforceable by the Council and which binds each and every part of the Affordable Housing Site.
- 2.5 The Schedules to this Deed of Variation are and shall be construed as being part of this Deed of Variation.

3. **COSTS**

The Owner shall on the execution of this Deed of Variation pay the Council's costs incurred in the negotiation, preparation and settlement of this Deed of Variation in the sum of ~~£1,000~~.



IN WITNESS of which this Agreement has been duly executed as a Deed and has been delivered once dated.

SCHEDULE

Schedule 11 of the Main Agreement shall be varied in relation to the Affordable Housing Site only as follows:

There shall be added to Schedule 11 the following additional clause 2:-

"It is hereby agreed that the provisions of this Schedule shall not be binding upon
nor enforceable against the following:-

- (a) A mortgagee in possession of the Affordable Housing Site or any part thereof exercising its power of sale
- (b) Any tenant of an Affordable Housing Unit exercising a statutory or voluntary right to buy or right to acquire pursuant to Part 5 of the Housing Act 1985 or section 16 of the Housing Act 1996 or any statutory amendment modification or re-enactment thereof or exercising a statutory right to acquire an Affordable Housing Unit or through any voluntary purchase scheme promoted by the Housing Corporation or any other public body.

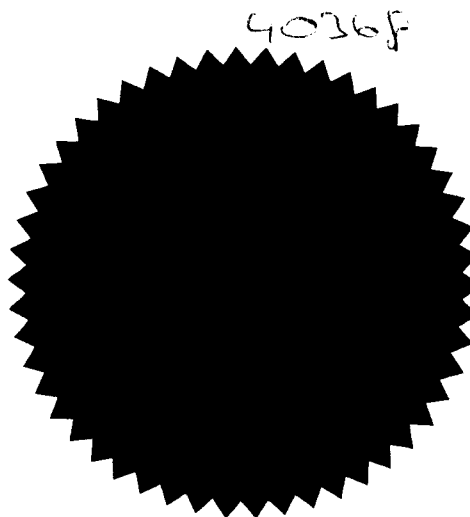
- © Any lessee pursuant to a shared ownership lease whether or not such lessee has staircased to 100% ownership
- (d) The successors in title to the persons or bodies referred to in paragraphs (a) (b) and (c) above.

THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON
was duly affixed to this Agreement
in the presence of:-

John Hensley

MEMBER OF
THE COUNCIL

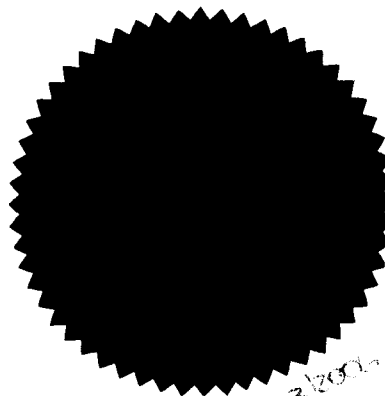
Graham M. [Signature]
AUTHORISED OFFICER



EXECUTED as a DEED by
HOME GROUP LIMITED by affixing its
Common Seal hereto in the presence of

A handwritten signature in black ink, appearing to be 'M. M. M.', written over a horizontal line.

AUTHORISED SIGNATORY

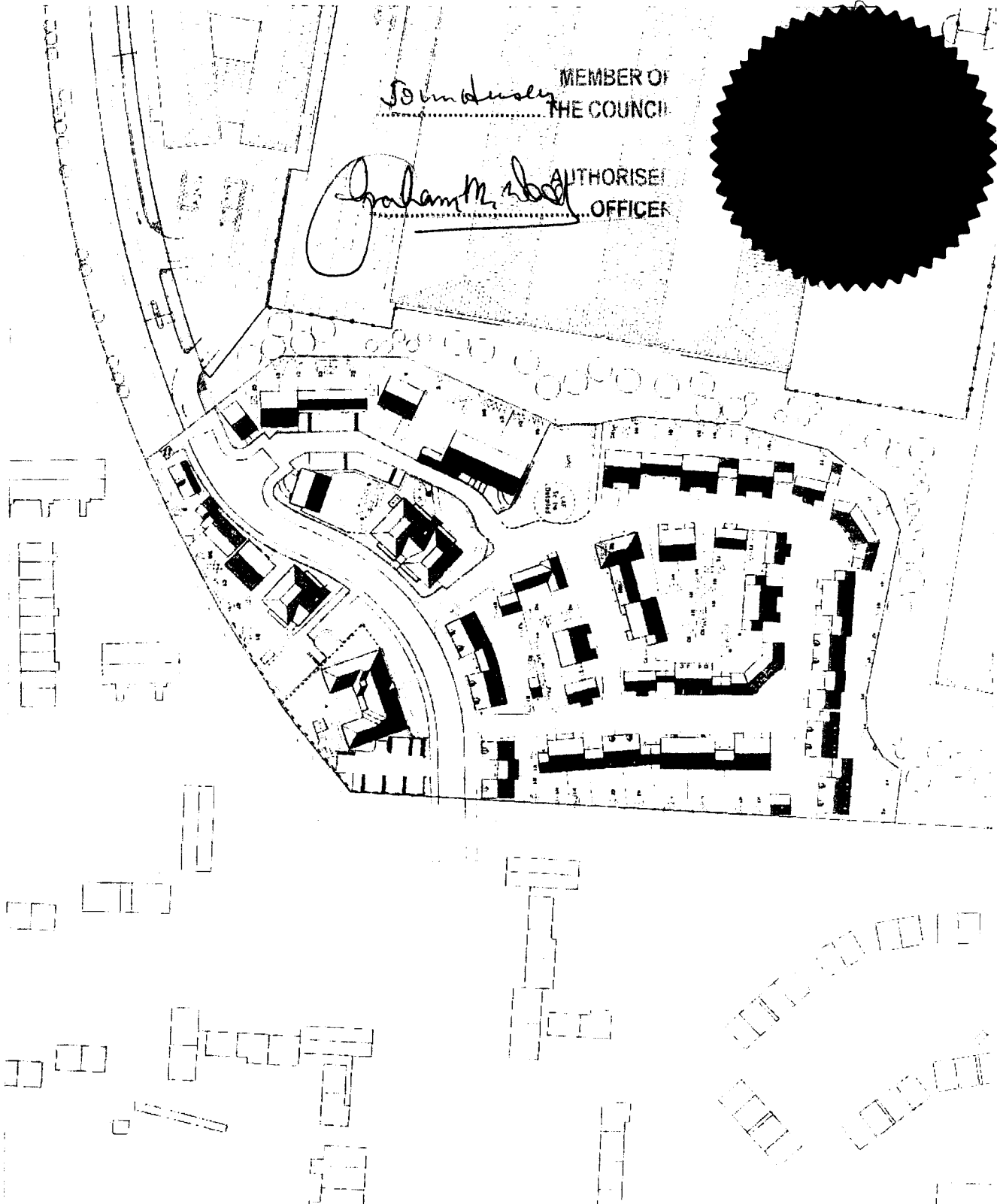
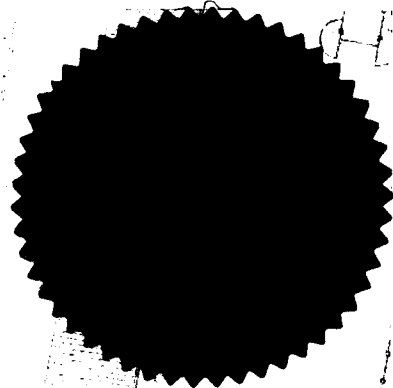


1223/2007

40368

John Dwyer MEMBER OF
THE COUNCIL

Graham M. Wood AUTHORISED
OFFICER



Peter Taylor

Client: KINGSDALE

Project: PROLOGIS PARK
BOURNE AVENUE, HAYES
RESIDENTIAL

Site: CONSTANCE PLACE
AFFORDABLE HOUSING

Scale: A10 1:500
Date: 2009
AS 1:1000

Drawn by: [illegible]

Drawn No: H05/469/P060

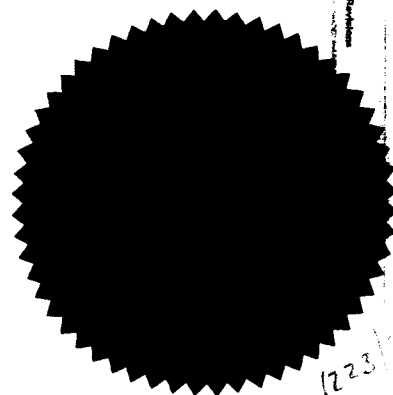
Revision: A

PRELIMINARY

This drawing is a preliminary drawing and is not to be used for construction purposes. It is the property of the architect and is not to be reproduced without written permission.

[Signature]

AUTHORISED SIGNATORY



1223/2009