Schedule 1
Variations to the Original Agreement

The Parties agree to the following variations:

1. **Schedule Six**

1.1 The definition of Affordable Dwellings shall be deleted and replaced with:

means 8 Dwellings together with associated vehicle and cycle parking to be provided by the Owner on the Affordable Housing Land of which:

(a) 5 Dwellings shall be Affordable Rented Units comprising

- *2 x one bedroom flats (plots 2 & 3)*
- *2 x two bedroom houses (plots 1 & 5)*
- *1 x three bedroom house (plot 8)*

AND

(b) 3 Dwellings shall be Shared Ownership Units comprising

- *2 x two bedroom houses (plots 6 & 7)*
- *1 x three bedroom house (plot 4)*

and which are to be transferred to a Registered Provider for housing persons in Housing Need in accordance with the provisions of this Schedule.

1.2 The definition of Affordable Rent shall be amended so that the wording *"or the applicable Local Housing Allowance rate for the Council (whichever is lower)"* shall be deleted.

1.3 The definition of Part M4(3) shall be deleted.

1.4 The definition of Shared Ownership Units shall be deleted and replaced with the following:

means the Affordable Dwellings to be occupied by persons who are in Housing Need whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the Council.

1.5 Paragraph 2..1 shall be deleted and replaced with the following:

The Affordable Dwellings shall be constructed by the Owner in accordance with Part M4(2) save for plot 3.

1.6 Paragraph 2.2.2 shall be deleted.

1.7 A new paragraph 5 shall be added which states:

5. Mortgagee Exclusion Clause and Exclusions from Liability

5.1 The Affordable Housing provisions in this Schedule 6 shall not be binding on a 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 Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:*

5.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings 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

5.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely.

5.2 None of the covenants in this Schedule shall be binding upon:

5.2.1 a tenant, its mortgagees/charges, successors in title and mortgagees/charges of those successors in title of an Affordable Dwelling held under a Shared Ownership Lease who has exercised their right to staircase to 100%; and

5.2.2 a tenant, its mortgagees/charges, successors in title and mortgagees/charges of those successors in title who has successfully exercised a statutory, voluntary or contractual right to buy an Affordable Dwelling under the "Right to Acquire" or "Right to Buy" provisions or otherwise.

2. MISCELLANEOUS

2.1 Save as hereby varied the Original Agreement (as previously amended) shall remain in full force and effect.

2.2 For the avoidance of doubt the provisions of this Deed (other than those contained in this clause) shall not have effect until this document has been dated.

2.3 The headings in this Deed are for ease of reference only and shall not affect the construction of this Deed.

2.4 Reference to the singular includes the plural and references to any gender include all gender.

2.5 This Deed shall be registered as a Local Land Charge by the Council.

2.6 This Deed is to be governed by and interpreted in accordance with the law of England and Wales.