DATED 31 JULY 2025

BLOOR HOMES LIMITED

and

AMPLIUS LIVING

and

HUNTINGDONSHIRE DISTRICT COUNCIL

DEED OF VARIATION

SECTIONS 106 AND 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO THE PART OF THE DEVELOPMENT AT LAND AT RIVERSFIELD, GREAT NORTH ROAD, LITTLE PAXTON

PLANNING APPLICATION REFERENCE: 22/01594/OUT

SHAKESPEAREMARTINEAU

No1 Colmore Square
Birmingham
B4 6AA

File Ref:
1455473.828.YS

THIS DEED is made on the 31 day of JULY 2025

BETWEEN

1. **BLOOR HOMES LIMITED** (Company Registration Number 02162561) of Ashby Road, Measham, Swadlincote, Derbyshire, DE12 7JP (**"the Owner"**)

2. **AMPLIUS LIVING** (Co-operative and Community Benefit Society Number 7853) of k2, Timbold Drive, Kents Hill, Milton Keynes MK7 6BZ (**"the Registered Provider"**)

3. **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House, St Mary's Street, Huntingdon, Cambridgeshire (**"the Council"**)

WHEREAS

(A) The Council is the local planning authority for the purposes of Section 106 and 106A of the Act for the area in which the Site is situated and is capable of enforcing the obligations in the Original Agreement.

(B) The Site is presently owned by the Owner as defined in this Deed and is now registered under title number CB439432.

(A) On 19 July 2024 the Council, Cambridgeshire County Council, D H Barford and S R Hutchinson and the Owner entered into the Original Agreement.

(B) The Registered Provider has requested that the affordable housing provisions contained in the Original Agreement are varied by the terms of this as set out in this Deed.

(C) The Council has agreed to vary the terms of the Original Agreement to the extent that the obligations relate to Affordable Housing only.

(D) Without prejudice to the covenants in the Original Agreement the parties have agreed to vary the terms of the Original Agreement as set out in this Deed.

1. Interpretation

1.1 In this Deed the following definitions shall have the following meanings:

"the Original Agreement"	means the Agreement dated 19 July 2024 relating to development at land at Riversfield, Great North Road, Little Paxton and made between D H Barford and S R Hutchinson (1) and the Owner (2) and Huntingdon District Council (3) and Cambridgeshire County Council (4)

"Site"	means the freehold land known as Land at Riversfield, Great North Road, Little Paxton and registered at HM Land Registry with absolute title under title number CB439432

1.2 In interpreting this Deed:

1.2.1 Definitions used in this Deed shall have the same meaning as given in the Original Agreement unless the context otherwise requires

1.2.2 Subject to the amendments contained herein the Original Agreement shall otherwise remain in full force and effect

1.2.3 The parties hereto do not intend that this Deed should give rights hereunder to a third party arising solely by virtue of the Contract (Rights of Third Parties) Act 1999

2. Construction of this Deed

2.1 This Deed is made under the provisions of Sections 106 and 106A(1)(a) of the Town and Country Planning Act 1990, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers

2.2 Where in this Deed reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed

2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner

2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise

2.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it

2.7 If any provision of this Deed is found to be in whole or part invalid illegal or unenforceable then it will be deemed to be deleted and it will not affect the validity legality or enforceability of the remaining provisions of this Deed

3. Variations to the original agreement

The Parties agree that the following provisions of the Original Agreement shall be varied:

3.1 Clause 14 of the Agreement shall be deleted and replaced with the following wording.

"Any bona fide individual purchaser and/or occupier of a Residential Unit erected on the Land shall not be bound by Planning Obligations save that the Affordable Housing Units shall continue to be bound by Paragraph 1 of the Schedule"

and for the avoidance of doubt the reference to Paragraph 1 of the Schedule shall mean Paragraph 1 of the Schedule as amended by this Deed

3.2 Paragraph 1.2.2 in The Schedule of the Agreement shall be deleted and not replaced.

3.3 Paragraph 1.2.2.1 in The Schedule of the Agreement shall be renumbered to 1.2.1.1.

3.4 Paragraph 1.2.2.2 in The Schedule of the Agreement shall be renumbered to 1.2.1.2.

4. Jurisdiction

The construction validity and performance of this Deed shall be governed by English law

5. Local Land Charge

This Deed is registrable as a local land charge

6. Effective Date

This Deed shall come into effect immediately upon the date of completion of this Deed

7. Declarations

7.1 The parties to this Deed agree that the Original Agreement shall be varied as set out in clause 3 to this Deed. In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect

7.2 Subject to any variation set out in this Deed, the parties to this Deed agree that:

7.2.1 all time periods in the Original Agreement that are calculated by reference to the date of the Original Agreement shall be calculated by reference to the date of the Original Agreement and not the date of this Deed; and

7.2.2 where any obligation under the Original Agreement has been complied with before the date of this Deed, it is deemed to have been complied with for the purposes of this Deed and the Original Agreement and need not be complied with again.

4 Council's Costs

The Registered Provider shall pay to the Council on or before the date of completion of this Deed, the Council's reasonable and proper legal costs in the sum of £[TBC] together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

IN WITNESS WHEREOF this Deed is executed as a deed in the manner hereinafter appearing the day and year first before written

THE COMMON SEAL of)

HUNTINGDON DISTRICT)

COUNCIL)

was affixed to this **DEED**
in the presence of



Authorised Signatory

[redacted]

EXECUTED as a **DEED**)
by

)

BLOOR HOMES
LIMITED)

acting by its Attorneys

In the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

[redacted]

In the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

[redacted]

[redacted]

NO: 7316

[redacted]