(3)

THIS DEED OF VARIATION OF A UNILATERAL UNDERTAKING DATED 4 APRIL 2012 is made the 27th day of July Two Thousand and Twelve

BETWEEN

1) **FREEBROOK LIMITED** (Co. Regn 02435311) who registered office is at 98 New Bond Street London W15 1SN ("the Owner")

2) **AVIVA COMMERICIAL FINANCE LIMITED** (Co. Regn. 02559391) whose registered office is 2 Rougier Street York YO90 1UU ("the Mortgagee")

3) **ADUR DISTRICT COUNCIL** of Civic Centre, Ham Road, Shoreham-by-Sea, West Sussex BN43 6PR ("the Council")

WHEREAS

(1) THE Owner is the freehold owner of the Site which interest is registered under Title No. WSX34531 at the Land Registry subject to a mortgage in favour of the Mortgagee

(2) The Mortgagee holds a legal charge dated 12th May 2008 registered against the interest in the Site held by the Owner

(3) The Council is the local planning authority for the purposes of the Act and for the area in which the Site is located

(4) The Owner and the Mortgagee entered into a unilateral undertaking given to the Council dated 4 April 2012 ("the Unilateral Undertaking") for the purposes of securing that the Access Way be open to the public

(5) The Parties agree that it is necessary to vary the Unilateral Undertaking by this Deed to reduce the minimum width of the Access Way

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed save as set out in clause 4.1 below words used herein shall have the meanings assigned to them by the definitions set out in the Unilateral Undertaking

2 PRELIMINARY

2.1 This Deed is made pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended) Section 111 of the Local Government Act 1972 and all other powers and enactments thereby enabling and which may be relevant for the purposes of the enforcement of covenants and or obligations contained herein to the intent that it shall bind the Parties and their successors in title and assigns to each and every part of the Site

2.2 This Deed shall take effect on the date of this Deed

3 AGREEMENT

3.1 The Parties agree that the Unilateral Undertaking is varied as set out in this clause and that in all other respects the Unilateral Undertaking shall continue in full force and effect in all respects:

3.1.1 The definition of "Access Way" shall be amended as follows:

Delete the words "a minimum of" and add the following words at the end of the sentence: "where possible but narrowing to a minimum width of 1 metre where restricted by the existing building"

3.1.2 The Plan attached to the Unilateral Undertaking shall be substituted for the plan attached to this Deed and marked "Revised Plan"

4 MISCELLANEOUS

4.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed

4.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

4.3 This Deed shall be registered as a local land charge by the Council

5. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by this Deed and that the security of the mortgage over the Site 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 Site in which case it too will be bound as if it were a person deriving title from the Owner

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

EXECUTED AS A DEED by
FREEBROOK LIMITED acting by a Director and its Secretary or two Directors

Director [redacted]

Director/Secretary
[redacted]

EXECUTED AS A DEED BY:

AS ATTORNEY FOR AND ON BEHALF OF)
AVIVA COMMERCIAL FINANCE LIMITED)
SUZANNE ORR
IN THE PRESENCE OF:

[redacted]

NAME: Barbara Meeks
ADDRESS: B. Meeks
OCCUPATION: 37 Surrey Street
Norwich NR1 3LY
UK F/12/2843 Administrative Assistant

THE COMMON SEAL OF **ADUR DISTRICT**)
COUNCIL was hereunto affixed in the)
presence of: -

Authorised Officer: [redacted]

[redacted]

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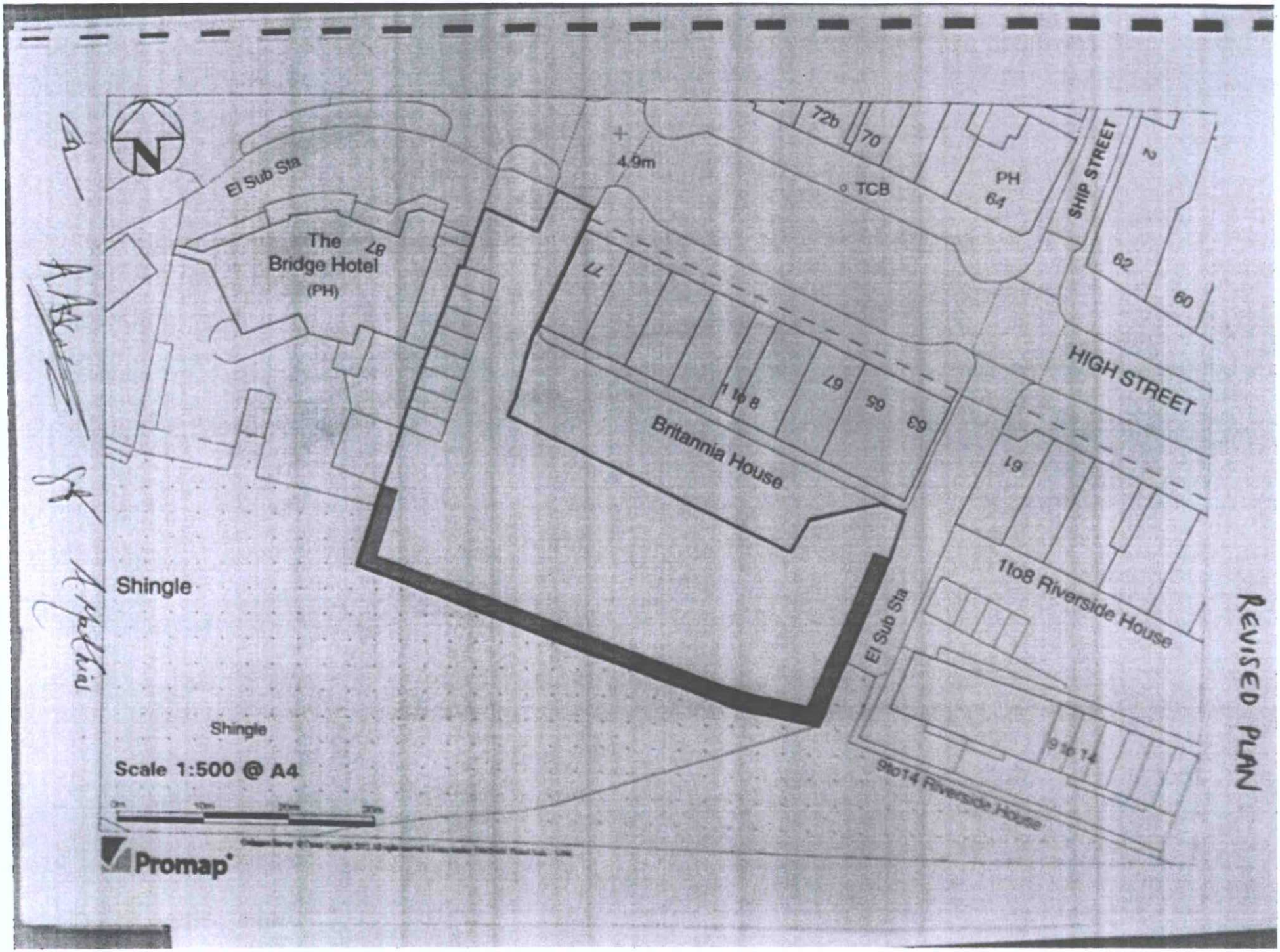
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