WB/09/0481/FUL

DATED 9 December **2009**

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

.... [redacted] .....

DEED OF VARIATION

OF

UNILATERAL UNDERTAKING
Dated 9 December 2008

by

South Coast Nursing Homes Limited (1)

and

National Westminster Bank Plc (2)

Relating to

Land at 42 Shelley Road
Worthing
BN11 4DA
and
1-3 Tennyson Road
Worthing
BN11 4BY

Jeremy Cook
Executive Head of Legal
and Democratic Services
Town Hall
Chapel Road
Worthing
West Sussex
BN11 1HA

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04/11/2009

THIS DEED OF VARIATION AGREEMENT is dated the 7th day of December 2009

BETWEEN:

(1) SOUTH COAST NURSING HOMES LIMITED whose registered office is at 42 Shelley Road Worthing BN11 4DA ("the Owner")

(2) NATIONAL WESTMINSTER BANK PLC ~~whose registered office is at 5 East Street, Chichester, West Sussex PO19 1HH~~ whose registered office is at 135 Bishopsgate, London EC2M 3UR and whose address for service is Credit Documentation, PoBox 339, Manchester M60 2AH ("the Mortgagee")

IN FAVOUR OF

(3) **WORTHING BOROUGH COUNCIL** of Town Hall Chapel Road Worthing West Sussex BN11 1HA ("the Council")

WHEREAS:

(A) This Deed is supplemental to and varies a Unilateral Undertaking made pursuant to Section 106 of the Town and Country Planning Act 1990 ("the Act") dated 9 December 2008 and entered into by the Parties hereto ("the Principal Agreement")

(B) The Owner has submitted the Further Planning Application

(C) The Parties have agreed to vary the Agreement to include a reference to the Further Planning Application.

(D) The Council is the local planning authority for the area in which the Property (as defined in the Principal Agreement) is situated for the purposes of the Act and is a local authority by who the obligations in this Deed are enforceable

(E) The Owner is the freehold owner of the land registered at H M Land Registry under title number WSX319125

NOW THIS DEED WITNESSES AS FOLLOWS

1. AGREEMENT

1.1 This Deed is a planning obligation for the purposes of Section 106 of the Act

1.2 The variations of the Principal Agreement created by this Deed shall take effect on the date hereof

1.3 No Party will be liable for any breach of the contents of this Deed in respect of any period during which that party no longer has interest in the Property or the part in respect of which the breach occurs

1.4 This Deed will be registered as a local land charge

1.5 The Parties hereto agree to vary the Principal Agreement as follows:

1.5.1 The definition of "Application" of the Principal Agreement shall be deleted and shall be replaced with the words "the application for outline full planning permission dated 10th June 2009 submitted to the Council for the Development and allocated reference number WB/09/0481/FULL"

1.5.2 The definition of "Development" to be deleted and replaced with "revisions to Planning Permission WB/08/0928/FULL for a 65 bed nursing home to include 2 dormers, removal of one roof light and inclusion of an overrun to a lift shaft to Shelley Road replica villa and elevation alterations to replica in villa fronting Tennyson Road

1.5.3 To insert a new definition for: "Further Planning Application" means the application for planning permission made by the Owner registered by the Council under the Council's reference No. WB/09/0481/FULL to permit amendments to the Planning Permission

1.6 The Parties hereto further agree that in all other respects the Principal Agreement remains in full force and effect and unaltered except for the variations thereof contained in this Deed

1.7 The Owner hereby covenants to pay the Council's reasonable legal costs incurred in connection with the preparation and completion of this Deed

2. DECLARATION

2.1 It is agreed and declared that in interpreting this Deed all other meanings definitions and interpretations set out in the Principal Agreement shall apply

3. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

3.1 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 it is hereby AGREED AND DECLARED that the parties to this Deed (and their respective successors in title) may rescind or vary this agreement without the consent of any third party

EXECUTED as a Deed and delivered on this date of this Deed

EXECUTED as a Deed by SOUTH COAST NURSING HOMES LIMITED acting by JEZ COLVILLE a Director)

[redacted]

In the presence of Sally Clarke.
Witness name SALLY CLARKE.
Address 50. WEST PARADE.
WORTHING
BN11 5EF.
Occupation ADMINISTRATOR.

EXECUTED as a Deed by NATIONAL WESTMINSTER BANK acting by two Directors or Director and its Secretary)

Director

Director/Secretary

Signed and Delivered as a deed)
For and on behalf of)
National Westminster Bank PLC)
by a duly authorised Attorney)

[redacted]

MARTYN FREEMAN DOCUMENTER
CREDIT DOCUMENTATION
59887 1/REL/MCR

in the presence of: GARY DALTON

[redacted]

Witness Signature-Bank employee