

Dated

2026

WOKINGHAM BOROUGH COUNCIL

(1)

AND

ANTLER WOKINGHAM LLP

(2)

AND

CLOSE BROTHERS LIMITED and SEVERN BRIDGING LTD

(3)

AGREEMENT

pursuant to

**Section 106 and Section 106A of the Town
and Country Planning Act 1990 relating to
land to the west of St Anne's Drive and
south of London Road, Wokingham RG40
1PB**

**Request To Modify of 17 February 2026 the
Original Agreement**

Dated 4 November 2022

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- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Officers, Shute End, Wokingham, Berkshire RG40 1BN (the "**Council**");
- (2) **ANTLER WOKINGHAM LLP** (LLP Regn. No. OC450001) care of Antler Homes, Knightway House, Park Street, Bagshot GU19 5AQ (the "**Owner**");
- (3) **CLOSE BROTHERS LIMITED** (Company Number 00195626, registered office 10 Crown Place, London EC2A 4FT) and **SEVERN BRIDGING LTD** (Trading as SBL Capital). (Company Number 09764952, registered office 55 Chislehurst Road, Chislehurst, Kent England BR7 5NP) (the "**Mortgagees**");

And the Council the Owner and the Mortgagees shall be known together as “the Parties”

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated and is the freehold owner of that part of the Site registered at the Land Registry under Title Number BK415490.
- (B) The Owner is the freehold owner of that part of the Site registered at the Land Registry under Title Number BK533660.
- (C) This Deed of Variation is supplemental to the Original Agreement entered into in respect of the Development.
- (D) The Owner has requested that the Original Agreement be varied to amongst other things vary the tenure mix and triggers for the delivery and sale of the Affordable Housing because of the Site costs.
- (E) The Parties have agreed that the Original Agreement shall be varied pursuant to section 106A(1)(a) of the Act in accordance with the terms of this Deed of Variation.

(F) the Parties have given due consideration to the provisions of Regulation 122 of the 2010 Regulations and to the advice set out in Paragraph 57 of the NPPF and acknowledge that the Development forms part of the wider development of the SWSDL and that the obligations created by this Deed are:

- (a) necessary to make the Development acceptable in planning terms,
- (b) directly related to the Development, and
- (c) fairly and reasonably related in scale and kind to the Development

and are therefore capable of constituting reasons for granting planning permission in accordance with Regulation 122(2) of the 2010 Regulations.

(G) The parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner and their successors in title.

AGREED TERMS

1 INTERPRETATION

1.1 The definition in this clause applies in this Deed of Variation.

“Original Agreement”

means the agreement made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) and all other enabling powers dated 4 November 2022 between (1) the Council and (2) Bernard Edwin Peries And Ann-Marie Peries (the First Owner); (3) Gary Payne And Debra Janet Payne (the Second Owner) and (4) Beaulieu Homes South Limited (the Developer)

1.2 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of, or Schedule to this Deed of Variation and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

- 1.3 Clause, Schedule and paragraph headings do not affect the interpretation of this Deed of Variation.
- 1.4 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this Deed of Variation, the definitions and interpretations in clause 1 of the Original Agreement shall apply to this Deed of Variation.

2 LEGAL EFFECT

- 2.1 This Deed of Variation is made pursuant to all powers enabling the Parties and in particular section 106 and section 106A of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed of Variation are planning obligations for the purposes of the Act which are enforceable by the Council and which bind the Site.
- 2.2 To the extent that any of the obligations contained in this Deed of Variation are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.3 All words and phrases defined in the Original Agreement shall have the same meaning in this Deed of Variation save where varied by this Deed of Variation.

3 VARIATION OF THE ORIGINAL AGREEMENT

- 3.1 The Parties hereby agree and declare as follows:
- 3.1.1 This Deed of Variation shall be construed as one with the Original Agreement.
- 3.1.2 The Original Agreement is varied as set out in the **Schedule** to this Deed of Variation.
- 3.1.3 The obligations, covenants and conditions contained in the Original Agreement, as varied by this Deed of Variation, shall continue in full force and effect.

4 COSTS

- 4.1 The Owner covenants with the Council to pay the Council's reasonable legal expenses incurred in the negotiation and execution of this Deed of Variation on or before the date hereof in the sum of £

5 REGISTRATION

- 5.1 This Deed of Variation shall be registered as a Local Land Charge by the Council pursuant to section 106(11) of the Town and Country Planning Act 1990 (as amended).

6 JURISDICTION

- 6.1 This Deed of Variation is to be governed by and interpreted in accordance with the law of England and Wales.
- 6.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the Parties arising out of or related to this Deed of Variation.

7 EXECUTION

- 7.1 The Parties have executed this Deed of Variation as a deed and it is delivered on the date set out above.

SCHEDULE – Variations to the Original Agreement

1. The following shall be added to the Original Agreement as the final line under the heading 'Contents':

“APPENDIX 9 SITE LAYOUT- TENURE PLAN 650.020.007 REVISION D.....55”

2. Clause 1 of the Original Agreement 'Definitions and Interpretation' shall be modified as follows:

- 2.1 The definition in Clause 1 of the Original Agreement of Affordable Housing shall be deleted and replaced with the following definition:

“Affordable Housing means housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing costs and their incomes such housing being provided in conformity with the advice contained in the National Planning Policy Framework published by the Ministry of Housing, Communities & Local Government and any successor organisation thereto;”

- 2.2 The definition in Clause 1 of the Original Agreement of Affordable Housing Unit shall be deleted and replaced with the following definition:

“Affordable Housing Unit each affordable housing unit to be constructed pursuant to the Development as part of the Affordable Housing Scheme and Affordable Housing Mix and "Affordable Housing Units" shall be construed accordingly;”

- 2.3 The definition in Clause 1 of the Original Agreement of Homes England shall be deleted and replaced with the following definition:

"Homes England means the Homes and Communities Agency trading as Homes England as established under the Housing and

Regeneration Act 2008 or any successor organisations thereto;"

2.4 The definition in Clause 1 of the Original Agreement of Plan shall be deleted and replaced with the following definition:

"Plan means the plan numbered LP-01 rev A, dated 15 December 2022 at Appendix 1;"

2.5 The definition in Clause 1 of the Original Agreement of Planning Permission shall be deleted and replaced with the following definition:

"Planning Permission means the planning permission granted pursuant to the Planning Application or the Section 73 Planning Application"

2.6 The definition in Clause 1 of the Original Agreement of Preferred Registered Provider shall be deleted and replaced with the following definition:

"Preferred Registered Provider means one of the Registered Providers contained on the Registered Provider Partner List or their respective successors and permitted assigns"

2.7 The following definition shall be inserted in the Original Agreement:

"Public Open Space (Northern) means the that part of the Public Open Space edged red on the Public Open Space (Northern) Plan"

2.8 The following definition shall be inserted in the Original Agreement:

"Public Open Space (Northern) Plan means the plan at Appendix 10 of this Deed"

2.9 The following definition shall be inserted in the Original Agreement:

“Public Open Space

(Southern) means the that part of the Public Open Space edged red on the Public Open Space (Southern) Plan”

2.10 The following definition shall be inserted in the Original Agreement:

“Public Open Space

(Southern) Plan means the plan at Appendix 10 of this Deed”

2.11 The definition in Clause 1 of the Original Agreement of Registered Provider Partner List shall be deleted and replaced with the following definition:

**“Registered
Provider Partner
List** means the Council’s list of Registered Provider partners as amended from time to time but which at the date of this Deed comprises the following:

i.	Sovereign Housing Association Limited
ii.	Housing Solutions Limited
iii.	Thames Valley Metropolitan Housing Association formed of the following legal entities: a) Metropolitan Housing Trust Limited; and b) Thames Valley Housing Association Limited
iv.	Abri Group Limited
v.	Vivid
vi.	Loddon
vii	A2Dominion

viii	Aster
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2.12 The following definition shall be inserted in the Original Agreement:

**“Section 73
Planning Application** means the application for full planning permission validated by the Council on 2 January 2025 with reference number 243194”

2.13 The following definition shall be inserted in the Original Agreement:

**“Section 73
Planning Permission** means the planning permission granted pursuant the Section 73 Planning Application”

2.14 The definition in Clause 1 of the Original Agreement of Shared Ownership Lease shall be deleted and replaced with the following definition:

**“Shared Ownership
Lease** means a lease in the form or substantially in the form of the Homes England model form from time to time”

2.15 The definition in Clause 1 of the Original Agreement of Shared Ownership Housing shall be deleted and replaced with the following definition:

**“Shared Ownership
Housing** means housing provided by a Registered Provider, the where the occupier is initially offered a 10% share in the property (with the option of purchasing a greater share either at that time or subsequently should the occupier so wish) and pays a maximum rent of 1.5% per annum on the value of the unsold equity”

2.16 The definition in Clause 1 of the Original Agreement of Shared Ownership Unit shall be deleted and replaced with the following definition:

“Shared Ownership Unit means Affordable Housing provided by a Registered

Provider in accordance with this First Schedule and let on a shared equity basis in accordance with the Nomination Agreement and to the extent relevant the Housing Allocations Policy pursuant to a shared ownership lease in the form of the Homes England model lease for shared ownership where:

- the initial percentage of equity sold is 10% which shall be calculated with the intention that Shared Ownership Units are affordable to those in housing need with regard to local incomes and local house prices; and
- rent on unsold equity is initially set at no more than 1.5%;
- charges for services are levied in accordance with the good practice guidance issued by the Regulator of Social Housing"

2.17 The definition In Clause 1 of the Original Agreement of Wokingham Housing Limited shall be deleted

3. Insert as a new clause as clause 23 of the Original Agreement as follows:

"23 Mortgagees' Consent

23.1 The Mortgagees acknowledge and declare that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained within this Deed SAVE THAT the Mortgagee shall have no liability under this Deed unless it becomes a Mortgagee in Possession in which case it will be bound by the obligations contained within this Deed.

4. Paragraph 1.1 of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

"1.1 To provide not less than nineteen (19) of the total number of Dwellings comprised in the Development as Affordable Housing representing approximately 35% of the total number of Dwellings with ten (10) of the Affordable Housing Units being Social Rented Housing and nine (9) of the Affordable Housing Units being Shared Ownership Housing

(of which the Social Rented Housing units shall comprise six (6) 1-bed housing units(flats), two (2) two-bed dwellinghouses (houses) and two (2) 3-bed dwellinghouses (houses) and the Shared Ownership Housing units shall comprise three (3) 2-bed housing units (flats) four (4) 2-bed dwellinghouses (houses) and two (2) 3-bed dwellinghouses (houses) in accordance with the annex 2 to the NPPF and taking into account the requirements set out in the remainder of this part of this Schedule (or such alternative tenure mix as may be proposed by the Owner and approved in writing by the Council);"

5. Paragraph 1.7 of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

"1.7 Not to Occupy or cause or permit the Occupation of more than 60% of the Market Housing Units until the Affordable Housing Units have been completed and made ready for Occupation and not to Occupy or cause or permit the Occupation of more than 25 of the Market Housing Units within the Development until the Affordable Housing Units have been transferred or leased at a term of 125 years to the Registered Provider;"

6. Paragraph 1.8(c) of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

"(c) any tenant (including their mortgagees or chargees and successors in title) who has exercised the right to buy or right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in place in respect of a particular Affordable Housing Unit will not be bound by this Deed;"

- 7 Paragraph 1.8(d) of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

"(d) any shared ownership lessee (including their mortgagees or chargees and their successors in title) who subsequently purchases all the remaining shares from the registered provider will not be bound by this deed;"

8. Paragraph 1.8(e) of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

"(e) any RP Mortgagee having exercised its power of sale shall not be bound by this deed provided that the RP Mortgagee has first fully complied with paragraph 1.11 of this schedule and the relevant Affordable Housing Units have not been transferred to the Council or another registered provider"

9. Paragraph 1.11 of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

"1.11 An RP Mortgagee intending to exercise its power of sale cannot dispose of the Affordable Housing Units and shall not commence proceedings for possession of the Affordable Housing Units unless it shall:

- a) have first given to the Council no less than seven days prior notice of the commencement of such proceedings and at the time it commences such proceedings shall send copies of any notices or documents served in relation to such proceedings to the Council;
- b) in the event that the RP Mortgagee chooses to exercise its power of sale it shall use its reasonable endeavours over a period of three months from the date on which it serves notice on the Council in accordance with paragraph a) to dispose of the relevant Affordable Housing Units to another registered provider or to the Council on terms which will retain the relevant Affordable Housing Units as Affordable Housing provided that the RP Mortgagee shall not be required to dispose of the relevant Affordable Housing Units for a consideration less than the monies owed to the RP Mortgagee including all accrued principal monies, interest, costs and expenses;
- c) during the three month period specified in b) above the Council may nominate a Registered Provider by serving notice in writing to that effect on the RP Mortgagee. Any Registered Provider nominated by the Council shall be required to complete the purchase of the relevant Affordable Housing Units in accordance with b) above and within the three month period specified in b) above;
- d) In the event that the RP Mortgagee or the Council is unable to complete on the disposal of the relevant Affordable Housing Units within the said period of three months the RP Mortgagee shall be entitled to dispose of the relevant Affordable Housing Units at its discretion free from all obligations and restrictions in this Deed which provisions shall determine absolutely in respect of the relevant Affordable Housing Units."

10. Paragraph 2.3 of Schedule 2 of the Original Agreement shall be deleted and

the following paragraph shall be inserted as a new paragraph 2.3 at Schedule 2:

“2.3 Not to Occupy or cause or permit the Occupation of:

2.3.1 more than 60% of the Market Housing Units until the Public Open Space (comprising both the Public Open Space (Northern) and the Public Open Space (Southern)) has been completed and the Council has issued the Provisional Certificate;

2.3.2 the Affordable Housing Units until the Public Open Space (Northern) has been completed and the Council has issued the Provisional Certificate in respect of the Public Open Space (Northern)

11. Paragraphs 3.3 -3.5 inclusive of Schedule 2 of the Original Agreement shall be deleted and the following paragraph shall be inserted as the new paragraphs 3.3 -3.5 at Schedule 2:

“3.3 Not to Occupy or cause or permit the Occupation of more than 60% of the Market Housing Units until the Owner shall, having first obtained any necessary permission or licence from the relevant landowner to implement the Footpath Works Scheme, complete the Footpath Works in accordance with the approved Footpath Works Scheme;

3.4 Not to Occupy or cause or permit the Occupation of more than 60% of the Market Housing Units until the Footpath Works have been completed in accordance with the approved Footpath Works Scheme;

3.5 To pay the Footpath Works Maintenance Sum to the Council prior to the Occupation of the 35th Dwelling within the Development”

12. The following new paragraph 6 shall be inserted at Schedule 2 of the Original Agreement:

“6 IMPLEMENTATION OF THE DEVELOPMENT

The Owner acknowledges that it has implemented the Section 73 Planning Permission pursuant to section 56 of the Act”

13. The “Drg No: LP-01 dated 28.09.22” at Appendix 1 of the Original Agreement shall be deleted and replaced with the plan numbered LP-01 rev A, dated 15 December 2022 at Annex 3 of this Deed

14. The form of 'Nomination Agreement' at Appendix 7 of the Original Agreement shall be deleted and the form of Nomination Agreement at Annex 5 of this Deed inserted in its place.

15. The 'Drawing No 1000 Revision 27.09.22' at Appendix 8 of the Original Agreement shall be deleted and replaced with the Drawing Number PL.02-S38 Revision A at Annex 1 of this Deed

16. The 'Drawing No 650.020.007 Revision D' at Annex 2 of this Deed shall be inserted as Appendix 9 of the Original Agreement

17. The 'Drawing No OSTP - 01 at Annex 4 of this Deed shall be inserted as Appendix 10 of the Original Agreement

Annex 1

“Appendix 8

Plan Showing Estate Roads”

Annex 2

“Appendix 9
Site Layout – Tenure Plan
Drawing No 650.020.007 Revision D

Annex 3

Appendix 1

Plan

(plan numbered LP-01 rev A, dated 15 December 2022)

Annex 4

APPENDIX 10
Drawing No OSTP - 01
Public Open Space (Northern) Plan and Public Open Space
(Southern) Plan

Annex 5

APPENDIX 7
Nomination Agreement

IN WITNESS Whereof the Council has caused its common seal to be hereunto
affixed to this deed and together with the Owner and the Mortgagees have executed
and delivered this Deed as a Deed the day and year first before written

**THE COMMON SEAL of
WOKINGHAM BOROUGH COUNCIL**

was affixed to this document in the presence of:

Authorised signatory

**Executed as a deed by ANTLER WOKINGHAM LLP
acting by**

ANDREW

RINALDI.....

duly authorised by ANTLER HOMES PLC

to sign on its behalf as member of

ANTLER WOKINGHAM LLP

In the presence of:

Witness Signature:

Print Name: JOE HALSTEAD

**Address: Knightway House, Park Street, Bagshot,
GU19 5AQ**

Occupation: Senior Land Manager

Signed as a deed by)
).....
as attorney for **CLOSE**) Signature of
BROTHERS LIMITED under a)
power of attorney dated **19**)
February 2025 in the presence of:) as attorney for **CLOSE BROTHERS)**
LIMITED

Witness Signature:

Witness Name:

Address:

Occupation:.....

EXECUTED AS A DEED by)

SEVERN BRIDGING LTD)

Director Name:.....

(TRADING AS SBL CAPITAL)

acting by a director)

Director Signature:.....

in the presence of:-

Witness signature:.....

Witness name and address:

.....

.....

Witness Occupation:

