

THIS DEED is made the 7^m day of May Two Thousand and Twenty Six

B E T W E E N

(1) **NEWPORT CITY COUNCIL** of the Civic Centre, Newport, South Wales (hereinafter called "the Council");

(2) **CODI HOMES AND COMMUNITIES LIMITED** a charitable registered society under the Co-operative and Community Benefit Societies Act 2014 (Mutuals Public Register No: 20180R) whose registered office is at Exchange House, The Old Post Office, High Street, Newport NP20 1AA (hereinafter called "the Owner");

(3) **THE WELSH MINISTERS** of Crown Buildings, Cathays Park, Cardiff, CF10 3NQ (hereinafter called "the First Mortgagee")

(4) **M&G TRUSTEE COMPANY LIMITED** (Co. Regn. No. 1863305) of 10 Fenchurch Avenue, London, EX3M 5AG (hereinafter called "the Second Mortgagee")

W H E R E A S :-

- (1) The Council is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the Principal Agreement (hereinafter called "the Land") is situated and by whom the obligations contained in this Deed are enforceable.
- (2) The Owner is the owner in fee simple in possession of the Land registered at H M Land Registry under Title Number WA306755.
- (3) An agreement under section 106 of the Town and Country Planning Act 1990 was made between the Council, the Owner, the First Mortgagee and the Second Mortgagee dated 19 January 2022 ("the Principal Agreement") in respect of the Land and planning permission ("the Original Permission") for refurbishment and alterations to Orchard House to create 7no. self-contained supported living apartments, demolition of selected outbuildings and construction of single storey communal

garden pavilion including associated landscaping work which application was granted on 27 January 2022 under application reference 18/1236 ("the Original Application").

- (4) By application reference number 25/0343 dated 6 May 2025 (hereinafter called "the New Application") the Owner by its agent has applied to the Council for planning permission to vary condition 01 (approved plans) attached to the Original Permission.
- (5) The Council has resolved to grant planning permission ("the New Planning Permission") for the New Application subject to conditions and subject to the making of this Deed of Variation (with the purpose of ensuring that the obligations in the Principal Agreement are met).

N O W THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and **WITNESSES** as follows:-

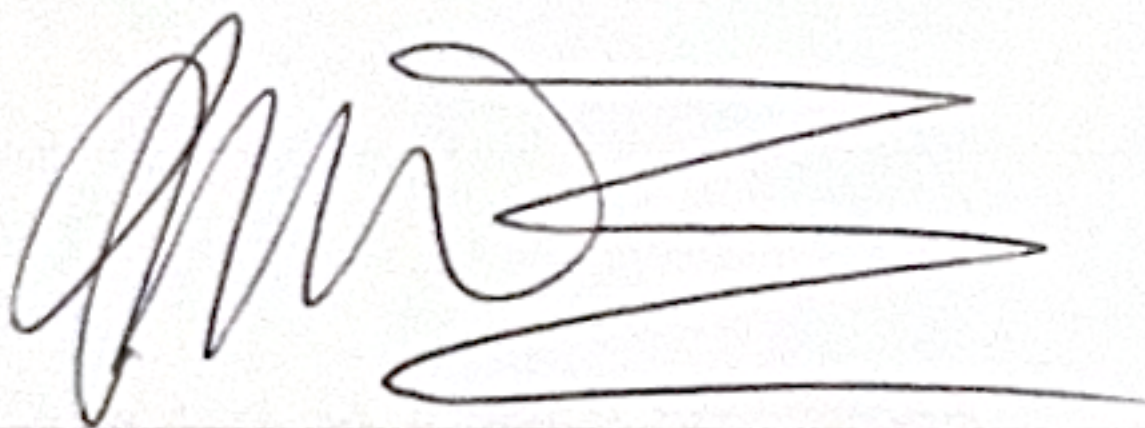
1. The Principal Agreement, as varied by this Deed, shall remain fully effective and all terms and definitions contained in the Principal Agreement shall apply to this Deed of Variation, unless otherwise stated herein.
2. The Owner hereby agrees and covenants with the Council that the terms of the Principal Agreement shall be amended as follows:

- 2.1 All references to the Planning Application shall mean the Original Application and also as amended by the New Application.
- 2.2 All references to the Planning Permission shall mean the Original Planning Permission and also as amended by the New Permission.
- 2.3 Paragraph 3.1(a) of the second schedule in the Principal Agreement shall be deleted and replaced with the following:-
"the number of secondary school pupils projected to be generated from the Open Market Dwellings which is in excess of available capacity at Caerleon High School (as assessed at the date of Commencement of the Development) multiplied by £29,741, plus"
- 2.4 Paragraph 3.1(c) of the second schedule in the Principal Agreement shall be deleted and replaced with the following:-
"the number of primary pupils projected to be generated from the Open Market Dwellings which is in excess of available capacity at Charles Williams Primary School (as assessed at the date of Commencement of the Development) multiplied by £19,034."
- 3 The Owner hereby agrees to pay the reasonable legal costs incurred by the Council in the preparation and completion of this Deed of £700.
- 4 The covenants contained in this Deed of Variation shall take effect upon the date of completion of this Deed.
- 5 The terms of the Principal Agreement shall have effect as though the provisions contained in this Deed had been contained in the Principal Agreement with effect from the date of this Deed.

6 The First and Second Mortgagees hereby consent to the execution of this Deed and acknowledge that subject as herein provided the Land shall be bound by the restrictions and obligations contained herein.

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

THE SEAL of NEWPORT CITY COUNCIL was hereunto affixed in the presence of



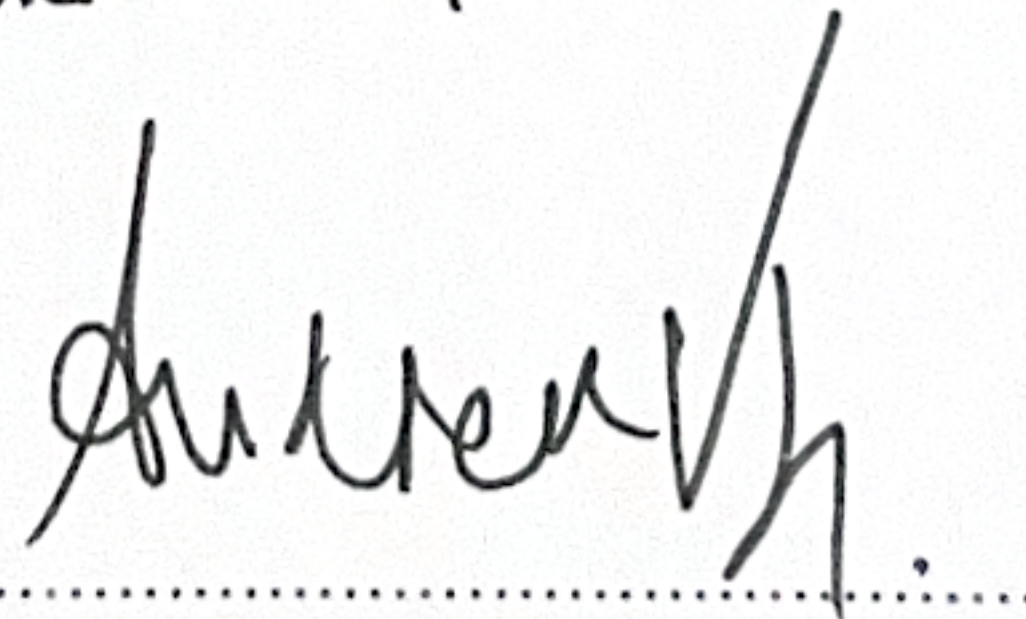
Head of Law and Standards/~~Legal Services Manager~~

EXECUTED as a Deed by

as attorney for **CODI HOMES AND COMMUNITIES LIMITED**
under a Power of Attorney dated
1 January 2026

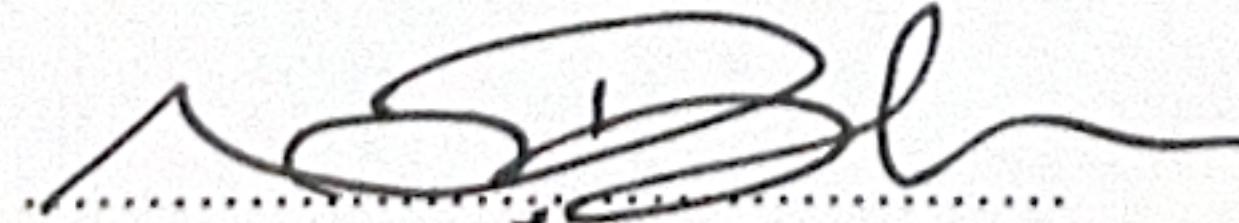
ANDREW VTB

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As attorney for **CODI HOMES AND COMMUNITIES LIMITED**

In the presence of:

Signature of witness 

Name (in BLOCK CAPITALS): **NEIL BARBUR**

Address:

**EXCHANGE HOUSE
NEWPORT
NP20 1AA**

EXECUTED AS A DEED

By applying the seal of the **WELSH MINISTERS**

The application of the seal of the Welsh Ministers is
authenticated by

MAIR HUGHES SENIOR LAWYER

Who is duly authorised for that purpose by the Director of
Legal Services by authority of the Welsh Ministers under
Section 90(2) of the Government of Wales Act 2006

Signed.....



Executed as a deed by affixing

The **COMMON SEAL OF M&G
TRUSTEE COMPANY LIMITED**

In the presence of:

Authorised signatory.....
Rachel Baker

