

dated

2017

Homes and Communities Agency

and

The Swaythling Housing Society Limited

And

Platinum Skies Living Limited

Southampton City Council

Fareham Borough Council

Winchester City Council

New Forest District Council

St Arthur Homes Limited

Havant Housing Association Limited

Chichester Greyfriars Housing Association Limited

Tamar Housing Society Limited

Deed of Variation

in relation to the Grant Agreement (Mixed Consortium) in relation to the Shared Ownership and Affordable Homes Programme 2016-2021

Deed of Variation

dated

Parties

- (1) **Homes and Communities Agency**, a body corporate under Section 1 of the Housing and Regeneration Act 2008, of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7QH (including any statutory successor) (the **Agency**); and
- (2) **The Swaythling Housing Society Limited** a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014, 10237R whose registered office is at Collins House, Bishopstoke Road, Eastleigh, Hampshire, SO50 6AD, (the **Lead Partner**);
- (3) **Platinum Skies Living Limited**, a company (09901606) whose registered office is at 10 Bridge Street, Christchurch, Dorset, United Kingdom, BH23 1EF, **Southampton City Council**, of Civic Centre, Southampton, SO14 7LY, **Fareham Borough Council**, whose registered office is Civic Offices, Civic Way, Hampshire, PO16 7AZ, **Winchester City Council**, whose registered office is City Offices, Colebrook Street, Winchester, SO23 9LJ, **New Forest District Council**, whose registered office is [Appletree Court, Beaulieu Road, Lyndhurst, Hampshire SO43 7PA](#), **St Arthur Homes Limited**, a company (05948739) whose registered office is at 95 Handel House High Street, Edgware, Middlesex, England, HA8 7DB, **Havant Housing Association Limited**, a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (25918R) whose registered office is at 25 East Street, Havant, Hampshire, PO9 1AA, **Chichester Greyfriars Housing Association Limited**, a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (19118R) whose registered office is at The Forum, Stirling Road, Chichester, West Sussex, PO19 7DN, **Tamar Housing Society Limited**, a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (17390R) whose registered office is at Floor 4, Studio 5-11, Millbay Road, Plymouth, PL1 3LF (together with the Lead Partner, each a **Consortium Member**) (and collectively the **Consortium Members**).

Introduction

- (A) The Consortium Members entered into a Grant Agreement with the Agency dated 22nd November 2017 (the **GA**) in connection with the delivery of affordable housing pursuant to the Shared Ownership and Affordable Homes Programme 2016-2021.
- (B) The parties agree that the GA should be varied in the manner set out in clause 2.
- (C) This Deed is supplemental to the GA.

Agreed terms

1 Definitions and interpretation

- 1.1 In this Deed where the context so admits:

- 1.1.1 words and phrases defined in the GA shall have the same meanings when used herein;
- 1.1.2 references to paragraphs shall be deemed to be references to paragraphs of the GA;
- 1.1.3 paragraph headings are included for ease of reference only and shall not affect this Deed or interpretation thereof;
- 1.1.4 if any provision of this Deed is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Deed is to be unaffected; and
- 1.1.5 reference to any statutory provision shall be deemed to include reference to any such provision as from time to time amended, varied, replaced or re-enacted.

2 Variations

The parties agree that the GA is varied as set out in Schedule 1 and will from the date of this Deed take effect and be read and construed accordingly.

3 Agreement continues otherwise

- 3.1 The parties confirm that the covenants conditions and other matters contained in the GA continue in full force and effect save as varied by this Deed.
- 3.2 Nothing in this Deed or in the GA as varied by this Deed shall prejudice any right or claim which the Agency may have against any or all of the Consortium Members arising out of any breach of the GA occurring prior to the date of this Deed.

4 Further assurance

The parties shall do all such acts and things as shall be necessary to give effect to this Deed.

5 Further variations

Nothing in this Deed shall prevent the parties from making further mutually agreed variations to the GA.

6 Record of this Deed

The parties will each record the existence of this Deed on the face of their respective parts of the GA.

7 Contracts (Rights of Third Parties) Act 1999

Nothing in this Deed confers or purports to confer any rights on any person who is not a party to this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

8 **Governing Law and Jurisdiction**

This Deed shall be governed by and construed in accordance with the laws of England and Wales.

In witness whereof this Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

Variations to the GA

1 In Condition 1.1:

1.1 New definitions shall be inserted as follows in the appropriate alphabetical sequence:

"Acquisition Tranche Grant" means subject to Condition 5.4 (*Firm Schemes*) such sum as is equivalent to forty per centum (40%) of the Firm Scheme Grant;

2 The definition of "Actual Development Costs" shall be amended by replacing the words "Condition 13.2.3 (*Grant Claim Procedures*) and Condition 13.4.3 (*Grant Claim Procedures*);" with the following:

"Condition 13.2.3 (*Grant Claim Procedures*), Condition 13.4.1 (*Grant Claim Procedures*) and Condition 13.6.3 (*Grant Claim Procedures*);"

3 The definition of "Completed Firm Scheme" shall be deleted and replaced with the following:

"Completed Firm Scheme" means (without prejudice to the operation of Condition 17.2.13 (*Repayment of Grant*)) a Firm Scheme in relation to which the Agency has paid all of the Acquisition Tranche Grant, the First Tranche Grant and the Second Tranche Grant;"

4 The definitions of "First Tranche Grant" and "Second Tranche Grant" shall be deleted and replaced with the following:

"First Tranche Grant" means subject to Condition 5.4 (*Firm Schemes*) and Condition 6.3.1 (c) (*Changes to Firm Schemes*) such sum as is equivalent to thirty five per centum (35%) of the Firm Scheme Grant;"

"Second Tranche Grant" means subject to Condition 5.4 (*Firm Schemes*) and Condition 6.3.1 (c) (*Changes to Firm Schemes*) such sum as is equivalent to twenty five per centum (25%) of the Firm Scheme Grant;"

5 Limb (f) of the definition of "Scheme Default" shall be deleted and replaced with the following:

"a failure or inability by the Lead Partner or Relevant Consortium Member (as applicable) to comply with the requirements of Conditions 13.1 (*Grant Claim Procedures*) to 13.6 (*Grant Claim Procedures*) (as applicable);"

6 Limb (a) of the definition of SW2 Event shall be deleted and replaced with the following:

"the Relevant Consortium Member does not or is unable to authorise the Lead Partner to give the confirmations or certifications required by IMS or to make the representations and give the warranties referred to in Condition 13.2 (*Grant Claim Procedures*), Condition 13.4 (*Grant Claim Procedures*) or Condition 13.6 (*Grant Claim Procedures*) (in any case in whole or in part); or"

7 The definition of "Tranche" shall be deleted and replaced with the following:

"Tranche" means any of the Acquisition Tranche Grant, the First Tranche Grant or the Second Tranche Grant;

8 Condition 5.4 shall be deleted and replaced with the following:

"The Agency may at its absolute discretion vary the percentages attributed to the Acquisition Tranche Grant, the First Tranche Grant and/or Second Tranche Grant from time to time save that no such variation will take effect in relation to any Tranche which has already been paid"

9 Condition 6.1 shall be deleted and replaced with the following:

"The Lead Partner may propose changes to any Firm Scheme at any time prior to the Firm Scheme Completion Date. Any such changes must be proposed via IMS and must take account of any Tranche already received by the Lead Partner."

10 Condition 6.3.1 (a) shall be amended by adding the following words to the end of the subclause:

"...and the Lead Partner must repay the Agency a sum equivalent to the Acquisition Tranche Grant received by it, such payment to be made within fifteen (15) Business Days of receipt of the Agency's written demand for the same;"

11 Condition 6.3.1 (c) shall be deleted and replaced with the following:

"the Relevant Consortium Member wishes to proceed with the Firm Scheme, it must immediately amend the Firm Scheme Details in IMS to reflect the Pre-Start Change, the recalculated Firm Scheme Grant figure and any Acquisition Tranche Grant already received. The amended Firm Scheme Details (together with any adjustments to the sum and percentages of the subsequent Tranches due as a result of the recalculated Firm Scheme Grant figure being lower than the original Firm Scheme Grant figure) will be deemed to be effective from the date of their acceptance by the Agency (through IMS); and if"

12 Condition 6.3.3 (a) shall be amended by adding the following words to the end of the subclause:

"...and the Lead Partner must repay the Agency a sum equivalent to the Acquisition Tranche Grant received by it, such payment to be made within fifteen (15) Business Days of receipt of the Agency's written demand for the same;"

13 Condition 6.5.1(a) shall be amended by replacing the words "the First Tranche Grant" with the following:

"...such part of the Firm Scheme Grant as has then been..."

14 Condition 6.5.3 (a) shall be amended by replacing the words "the First Tranche Grant" with the following:

"...such part of the Firm Scheme Grant as has then been..."

15 Condition 8.3.4 shall be deleted and replaced with the following:

"the Start on Site Date for the Substitute Scheme will occur on or before 31 December 2020 (or such other date as the Agency may in its absolute discretion agree) and the Substitute Scheme can be fully delivered by 31 March 2022 (or such earlier date as is set out in IMS);"

16 Condition 8.10.3 shall be deleted and replaced with the following:

"the Start on Site Date for the Additional Scheme will occur on or before 31 December 2020 (or such other date as the Agency may in its absolute discretion agree) and the Additional Scheme can be fully delivered by 31 March 2022 (or such earlier date as is set out in IMS);"

17 Condition 13 shall be deleted and replaced with the following:

"Grant Claim Procedures

13.1 Subject to the Acceptance Date having passed, the Lead Partner may apply to the Agency for the Acquisition Tranche Grant payable in respect of that Firm Scheme to be paid to it. The Lead Partner must make its application through IMS and in accordance with the requirements of IMS from time to time and in compliance with the applicable procedures relating to grant claims and payments set out in the Capital Funding Guide.

13.2 In permitting the Lead Partner to submit an application pursuant to Condition 13.1 (*Grant Claim Procedures*) the Relevant Consortium Member is deemed to:

13.2.1 repeat the representations and warranties set out in Condition 5.2 (*Firm Schemes*) other than Condition 5.2.2(b) and for the purposes of this Condition 13.2.1 (*Grant Claim Procedures*) the parties acknowledge and agree that limb (d) of the definition of Secure Legal Interest shall be disregarded and of no effect;

13.2.2 represent and warrant to the Agency that prior to submitting its application, the Relevant Consortium Member has incurred capital expenditure in acquiring the Site at least to the value of the Acquisition Tranche Grant claimed;

13.2.3 represent and warrant to the Agency that it is aware of the confirmations and certifications made or to be made by the Lead Partner on the Relevant Consortium Member's behalf (and has authorised the Lead Partner to make such confirmations and certifications) in IMS in relation to the Firm Scheme and such confirmation and certifications have been, are or will be correct in all material respects;

13.2.4 represent and warrant to the Agency that it is a Registered Provider; and

13.2.5 represent and warrant to the Agency that no Withholding Event or Default Event has occurred or arisen; and

- 13.2.6 represent and warrant to the Agency that the Start on Site Date is scheduled to occur on or before 31 December 2020.
- 13.3 Subject to a Firm Scheme having reached the Start on Site Date, the Lead Partner may apply to the Agency for the First Tranche Grant payable in respect of that Firm Scheme to be paid to it. The Lead Partner must make its application through IMS and in accordance with the requirements of IMS from time to time and in compliance with the applicable procedures relating to grant claims and payments set out in the Capital Funding Guide.
- 13.4 In permitting the Lead Partner to submit an application pursuant to Condition 13.3 (*Grant Claim Procedures*) the Relevant Consortium Member is deemed to:
- 13.4.1 repeat the representations and warranties set out in Condition 5.2 (*Firm Schemes*) and Condition 13.2.3 to 13.2.5 (inclusive) (*Grant Claim Procedures*) and for the purposes of this Condition 13.4.1 (*Grant Claim Procedures*) the parties acknowledge and agree that limb (d) of the definition of Secure Legal Interest shall be disregarded and of no effect; and
- 13.4.2 represent and warrant to the Agency that the Start on Site Date has been reached and that such date is no later than that submitted in IMS and has occurred on or before 31 December 2020; and
- 13.4.3 represent and warrant to the Agency that it has obtained all Consents necessary for the lawful development and/or Rehabilitation of the Firm Scheme to the Submitted Standards and for the delivery of the Firm Scheme in accordance with the Firm Scheme Details as are then required;
- 13.5 Subject to a Firm Scheme having reached Practical Completion by the Firm Scheme Completion Date, the Lead Partner may apply to the Agency for the Second Tranche Grant payable in respect of that Firm Scheme to be paid to it. The Lead Partner must make its application through IMS and in accordance with the requirements of IMS from time to time and in compliance with the applicable procedures relating to grant claims and payments set out in the Capital Funding Guide.
- 13.6 In permitting the Lead Partner to submit an application pursuant to Condition 13.5 (*Grant Claim Procedures*) the Relevant Consortium Member is deemed to represent and warrant to the Agency that:
- 13.6.1 the Firm Scheme has been procured, designed, constructed and delivered in accordance with the requirements of this Agreement;
- 13.6.2 the Firm Scheme has reached Practical Completion;
- 13.6.3 it is aware of the confirmations and certifications to be made by the Lead Partner on the Relevant Consortium Member's behalf (and has authorised the Lead Partner to make such confirmations and certifications) in IMS in relation to the Firm Scheme and such

confirmation and certifications have been are or will be correct in all material respects;

- 13.6.4 it is a Registered Provider;
- 13.6.5 it has obtained all Consents necessary for the lawful development of the Firm Scheme in accordance with the Firm Scheme Details and to the Submitted Standards as are then required or to the extent that they are not obtained that it has taken all necessary steps to obtain them, is waiting only for the Relevant Authority to issue them and is not aware (having made all reasonable enquiries) of any reason why such Consents will not be given or issued;
- 13.6.6 the Firm Scheme is covered by the terms of a current Help to Buy Agency Agreement (where applicable); and
- 13.6.7 no Withholding Event or Default Event has occurred or arisen; and
- 13.6.8 where the Consortium Member is a LA Provider:
 - (a) it is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued; and
 - (b) no Section 114 Report has been made nor is it aware of any circumstances that would give rise to the making of any such report.

13.7 In submitting an application pursuant to Condition 13.1 (*Grant Claim Procedures*), Condition 13.3 (*Grant Claim Procedures*) or Condition 13.5 (*Grant Claim Procedures*) on its own behalf the Lead Partner is deemed to represent and warrant to the Agency:

- 13.7.1 in the terms set out in Conditions 13.2.1 (*Grant Claim Procedures*), 13.2.2 (*Grant Claim Procedures*) and 13.2.4 (*Grant Claim Procedures*) to 13.2.6 (*Grant Claim Procedures*) (inclusive) for the purposes of an application made pursuant to Condition 13.1 (*Grant Claim Procedures*);
- 13.7.2 in the terms set out in Conditions 13.4 (*Grant Claim Procedures*), for the purposes of an application made pursuant to Condition 13.3 (*Grant Claim Procedures*); and
- 13.7.3 in the terms set out in Conditions 13.6.1 (*Grant Claim Procedures*), 13.6.2 (*Grant Claim Procedures*), 13.6.4 (*Grant Claim Procedures*), 13.6.5 (*Grant Claim Procedures*), 13.6.6 (*Grant Claim Procedures*) and 13.6.7 (*Grant Claim Procedures*) (inclusive) for the purposes of an application made pursuant to Condition 13.5 (*Grant Claim Procedures*);

13.7.4 that all confirmations and certifications made or to be made by it in IMS in relation to the Firm Scheme have been are or will be correct in all material respects; and

13.7.5 where it is a LA Provider, in the terms set out in Condition 13.6.8 (*Grant Claim Procedures*) for the purposes of an application made pursuant to 13.5 (*Grant Claim Procedures*).

13.8 In submitting an application pursuant to Condition 13.1 (*Grant Claim Procedures*), Condition 13.3 (*Grant Claim Procedures*) or Condition 13.5 (*Grant Claim Procedures*) the Lead Partner is deemed to represent and warrant to the Agency that it retains its status as an Investment Partner.

18 Condition 14.1 shall be deleted and replaced with the following:

"14.1 Subject to:

14.1.1 the Agency (acting reasonably) being satisfied with the Lead Partner's application for payment including the information warranted pursuant to Conditions 13.2, 13.4 and 13.6;

14.1.2 Condition 6.6 (*Changes to Firm Schemes*), Condition 14.3 (*Payment of Grant*), Condition 14.4 (*Payment of Grant*), Condition 15 (*Adjustments to Second Tranche Grant*) and Condition 16 (*Withholding of Grant*); and

14.1.3 the Condition Precedent having been satisfied in relation to a LA Scheme,

the Agency shall (resources permitting) pay the Acquisition Tranche Grant, First Tranche Grant or the Second Tranche Grant (as applicable) to the Lead Partner within fifteen (15) Business Days of receipt of a relevant satisfactory application."

19 Condition 14.3 shall be deleted and replaced with the following:

"14.3 The Agency shall not be obliged to pay the Lead Partner:

14.3.1 the Acquisition Tranche Grant unless the Start on Site Date (and the actions contemplated thereby) are scheduled to have been achieved by 31 December 2020 (or such other date as the Agency may in its absolute discretion agree);

14.3.2 the First Tranche Grant before the date identified in the Firm Scheme Details as the forecast Start on Site Date;

14.3.3 the Second Tranche Grant before the Firm Scheme Completion Date (as confirmed by the Agency through IMS) has occurred;

14.3.4 any Tranche if the Firm Scheme has not been accepted by the Agency through IMS."

- 20 Condition 15.1 shall be amended by replacing the words "Condition 13.3" with the words "Condition 13.5".
- 21 Condition 15.2.1 shall be amended by replacing the words "the First Tranche Grant" with the following:
"...such part of the Firm Scheme Grant as has then been..."
- 22 Condition 15.2.2(a) shall be deleted and replaced with the following:
"it must immediately amend the Firm Scheme Details in IMS to the recalculated Firm Scheme Grant figure and any Tranche already received. The amended Firm Scheme Details will be deemed to be effective from the date of their acceptance by the Agency (through IMS); and"
- 23 Condition 15.2.2(b) shall be deleted and replaced with the following:
"the Second Tranche Grant figure will be deemed to have been adjusted to take account of the recalculated Firm Scheme Grant figure and of any change to the sum and percentage amount necessitated by the recalculated Firm Scheme Grant figure being lower than the original Firm Scheme Grant figure. If such adjustment would result in Second Tranche Grant being a negative figure, the Relevant Consortium Member must pay the Agency the Deficit Sum within fifteen (15) Business Days of receipt of the Agency's written demand for the same; and"
- 24 In Conditions 16.1.1(a), 16.1.1(c), 16.1.2(a), 16.1.3(a), 16.1.5(a), 16.1.5(c) and 16.1.6(a), the words "First Tranche Grant or Second Tranche Grant" shall be replaced with the following:
"...Acquisition Tranche Grant, First Tranche Grant or Second Tranche Grant..."
- 25 In Condition 16.5, the words "First Tranche Grant, Second Tranche Grant" shall be replaced with the following:
"...Acquisition Tranche Grant, First Tranche Grant or Second Tranche Grant..."
- 26 Condition 17.2.12 shall be amended by replacing the words "Condition 15.3 (*Adjustments to Second Tranche Grant*)."
- with the words "Condition 15.3 (*Adjustments to Second Tranche Grant*); or".
- 27 A new Condition 17.2.13 shall be inserted:
"the Start on Site Date (including the actions contemplated thereby) for the relevant Firm Scheme has not been achieved by 31 December 2020."
- 28 Condition 17.3.8 shall be amended by replacing the words "relevant Firm Scheme." with the words "relevant Firm Scheme; or".
- 29 A new Condition 17.3.9 shall be inserted:
"Condition 17.2.13 (*Repayment of Grant*) the Recoverable Amount shall be a sum equivalent to the Acquisition Tranche Grant."

30 A new Condition 17.12 and a new Condition 17.13 shall be inserted:

"17.12 Where in respect of any Firm Scheme the Relevant Consortium Member has already repaid a sum equivalent to the Acquisition Tranche Grant pursuant to Condition 17.2.13 (*Repayment of Grant*) (the **ATG Sum**) the Relevant Consortium Member shall (subject to Condition 17.13 (*Repayment of Grant*)) be entitled to net off the ATG Sum against any amount it is subsequently required to repay in relation to that Firm Scheme under any of Conditions 17.3.1, 17.3.3(d) (*Repayment of Grant*) and Conditions 17.3.5 to 17.3.8 (inclusive) (*Repayment of Grant*);

17.13 The parties agree that:

17.13.1 the Relevant Consortium Member's entitlement to net off the ATG Sum may only be invoked once in respect of the Firm Scheme in relation to which it arose; and

17.13.2 under no circumstances will the Agency be required to make any payment to the Relevant Consortium Member's if the application of Condition 17.12 would result in the Recoverable Amount being a negative figure."

31 The Relevant Consortium Member – Obligations Matrix at Schedule 8 shall be deleted and replaced with the Schedule attached at Appendix 1.

THE COMMON SEAL of)
HOMES AND COMMUNITIES AGENCY)
was hereunto affixed in the presence of:)

Authorised signatory

Print name:

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
THE SWAYTHLING HOUSING SOCIETY LIMITED)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by **PLATINUM**)
SKIES LIVING LIMITED by a director in)
the presence of a witness)

Witness's signature

Witness's name (capitals)

Witness's address (capitals)

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
SOUTHAMPTON CITY COUNCIL)
in the presence of:)

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
FAREHAM BOROUGH COUNCIL)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)

THE COMMON SEAL of)
WINCHESTER CITY COUNCIL)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
NEW FOREST DISTRICT COUNCIL)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
ST ARTHUR HOMES)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
HAVANT HOUSING ASSOCIATION LIMITED)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
CHICHESTER GREYFRIARS HOUSING)
ASSOCIATION)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
TAMAR HOUSING SOCIETY LIMITED)
in the presence of:)

Authorised Signatory

Authorised Signatory

Appendix 1

Relevant Consortium Member – Obligations Matrix

Where the term **Relevant Consortium Member** is used in the Agreement, that obligation attaches to the Consortium Member specified in the matrix below.

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
Condition 1.1:				
"Actual Development Costs"	✓			
"Balancing Sum"	✓			
"Building Contract"	✓			
"Building Contractor"	✓			
"Consortium Member Affiliate"	✓			
"Decision Allowable Costs"	✓			
"Decision Revenue"	✓			
"Development Costs"	✓			
"Fund Proceeds"	✓			
"Fundamental (B) Default"	✓			
"GW2 Event"	✓			
"Help to Buy Agency Agreement"	✓			
"Indicative Scheme"	✓			
Legal Opinion				✓*

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
				*The Consortium Member who holds or will hold the Secure Legal Interest and which will be the landlord of the SOAHP Dwellings if the Indicative Scheme gains Firm Scheme Status
"Local Housing Authority"	✓			
"Milestone Extension Events"	✓			
"Milestone Failure"	✓			
"Nil Grant Unit"	✓			
"Notification Failure"	✓			
"Professional Team"	✓			
"Public Sector Subsidy"	✓			
"RCGF"	✓			
"Relevant Authority"	✓			
"Scheme Default"	✓			
"Secure Legal Interest"				✓

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
				The Consortium Member who holds or will hold the Secure Legal Interest and which will be the landlord of the SOAHP Dwellings comprised in the relevant Firm Scheme or as the context requires, Substitute Scheme or Additional Scheme
"SOAHP Housing"	✓			
"Start on Site Date"	✓			
"Subcontractor"	✓			
"SW1 Event"	✓			
"SW2 Event"	✓			
"SW3 Event"	✓			
"Waiver Condition"	✓			
Condition 1.2.13				✓

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
				The Consortium Member seeking the relevant consent or approval
Condition 1.2.20	✓			
Condition 1.2.25	✓			
Condition 4.5				<p style="text-align: center;">✓</p> <p>The Consortium Member who holds or will hold the Secure Legal Interest and which will be the landlord of the SOAHP Dwellings comprised in the relevant Firm Scheme or as the context requires, Substitute Scheme or Additional Scheme</p>

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
Condition 4.7				<p style="text-align: center;">✓</p> <p>The Consortium Member who holds or will hold the Secure Legal Interest and which will be the landlord of the SOAHP Dwellings comprised in the relevant Firm Scheme or as the context requires, Substitute Scheme or Additional Scheme</p>
Condition 4.8				<p style="text-align: center;">✓</p> <p>The Consortium Member who holds or will hold the Secure Legal Interest and which will be the landlord of the SOAHP Dwellings comprised in the relevant</p>

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
				Firm Scheme or as the context requires, Substitute Scheme or Additional Scheme
Condition 4.9				<p style="text-align: center;">✓</p> <p>The Consortium Member who holds or will hold the Secure Legal Interest and which will be the landlord of the SOAHP Dwellings comprised in the relevant Firm Scheme or as the context requires, Substitute Scheme or Additional Scheme</p>
Condition 5.2	✓			

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
Condition 6.3	✓			
Condition 6.5	✓			
Condition 8.2	✓			<p style="text-align: center;">✓</p> <p style="text-align: center;">The Consortium Member who holds or will hold the Secure Legal Interest and which will be the landlord of the SOAHP Dwellings comprised in the relevant Firm Scheme or as the context requires, Substitute Scheme or Additional Scheme</p>

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
Condition 8.3				<p style="text-align: center;">✓</p> <p>The Consortium Member who holds or will hold the Secure Legal Interest and which will be the landlord of the SOAHP Dwellings comprised in the relevant Firm Scheme or as the context requires, Substitute Scheme or Additional Scheme</p>
Condition 8.6	<p style="text-align: center;">✓</p> <p>(in relation to the Undeliverable Scheme)</p>			

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
Conditions 8.9 – 8.10 (inclusive)				<p style="text-align: center;">✓</p> <p>The Consortium Member who holds or will hold the Secure Legal Interest and which will be the landlord of the SOAHP Dwellings comprised in the relevant Firm Scheme or as the context requires, Substitute Scheme or Additional Scheme</p>
Condition 8.12.3	✓			
Condition 9.1	✓			
Conditions 10.1-10.6 (inclusive)	✓			
Condition 11.18	✓			
Condition 11.19	✓			
Condition 13.2	✓			

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
Condition 13.4	✓			
Condition 13.6	✓			
Condition 15.1	✓			
Condition 15.2	✓			
Condition 15.3	✓			
Condition 15.5	✓			
Condition 16.4.1 (in the circumstances of a GW2 Event)	✓			
Condition 16.4.1 (in the circumstances of a GW3 Event)		✓		
Condition 17.1.3	✓			
Condition 17.2				<p>✓</p> <p>To be determined in accordance with the allocation of responsibility in relation to conditions 17.2.1 to 17.2.12 below</p>

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
Condition 17.2.1		✓		
Condition 17.2.2		✓		
Condition 17.2.3	✓ (in circumstances where the Firm Scheme Grant has been received by the Landlord from the Lead Partner)			✓ Lead Partner (in circumstances where the Firm Scheme Grant has not been received by the Landlord from the Lead Partner)
Condition 17.2.4	✓			
Condition 17.2.5	✓			
Condition 17.2.6	✓			
Condition 17.2.7	✓			
Condition 17.2.8 (in the circumstances of a Specified Default)		✓		
Condition 17.2.8 (in the circumstances of a Bid Default)			✓ (liability is determined in accordance)	

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
			with Condition Error! Reference source not found.)	
Condition 17.2.8 (in the circumstances of a Fundamental Default)		✓		
Condition 17.2.9		✓		
Condition 17.2.10		✓		
Condition 17.2.11	✓			
Condition 17.2.12	✓			
Condition 17.3.3	✓			
Condition 17.5	✓			
Condition 17.6				<p style="text-align: center;">✓</p> <p style="text-align: center;">The Consortium Member to which Condition 17.2 allocates responsibility for payment of the Recoverable Amount</p>

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
Condition 17.9				<p style="text-align: center;">✓</p> <p style="text-align: center;">The Consortium Member to which Condition 17.2 allocates responsibility for payment of the Recoverable Amount</p>
Condition 17.10	✓			
Condition 17.11	✓			
Condition 17.12				<p style="text-align: center;">✓</p> <p style="text-align: center;">The Consortium Member to which Condition 17.2 allocates responsibility for payment of the Recoverable Amount</p>
Condition 17.13				<p style="text-align: center;">✓</p> <p style="text-align: center;">The Consortium Member to which Condition 17.2</p>

Condition Number	Landlord of Firm Scheme	Applicable to Consortium Member responsible for the act, omission, event or default giving rise to the Agency's rights/remedies in respect thereof	Applicable to all Consortium Members	Other
				allocates responsibility for payment of the Recoverable Amount
Condition 18.4.2		✓		
Condition 18.8.1		✓		
Condition 22.1	✓			
Condition 22.4.	✓			
Condition 22.5	✓			
Condition 23	✓			
Schedule 3	✓			
Schedule 4	✓			