

Dated 1st OCTOBER 2026

Broadland District Council (1)

and

Hopkins Homes Limited (2)

and

HSBC UK Bank Plc (3)

and

Flagship Housing Limited (4)

**Deed of Variation under section 106 and 106A of the Town and Country Planning Act
1990 (as amended) varying the Section 106 Agreement dated 21 October 2020
relating to land east of the Memorial Hall, Brundall, Norfolk**

This Deed of Variation is dated **1st OCTOBER** 2026

Between:

- (1) **Broadland District Council** of The Horizon Centre, Peachman Way, Broadland Business Park, Norwich, NR7 0WF ("the Council");
- (2) **Hopkins Homes Limited** (company number 02875798) whose registered office is at First and Second Floor Blenheim House, Dettingen Way, Bury St Edmunds, IP33 3SB ("the Developer")
- (3) **HSBC UK Bank Plc** (company number 09928412) of 1 Centenary Square, Birmingham, B1 1HQ ("the Mortgagee")
- (4) **Flagship Housing Limited** (registered society number 31211R) whose registered office is at 31 King Street, Norwich, NR1 1PD ("the RP")

(together "the Parties")

Whereas:

- A The Council is the local planning authority for the purposes of this Deed for the area in which the Site is situated.
- B The Developer is the registered proprietor of the Site under title number NK456205 subject to legal charges dated 20 August 2021 and 22 February 2023 in favour of the Mortgagee.
- C The Property forms part of the Site.
- D The RP is a registered provider of social housing and has entered a contract of sale with the Developer to purchase the Property which comprises the Affordable Dwellings on the Site. It is acknowledged that the RP is acquiring the Property in phases and the RP has acquired part of the Property being Plots 7 – 14 at the Property shown edged in red on the Phase 1 and Phase 2 plans attached to this Deed.
- E The Parties have agreed to vary the Section 106 Agreement as hereinafter provided.
- F The Mortgagee has agreed to enter into this Deed for the purposes of giving the consent set out in Clause 5.
- G A deed of variation was entered into on **23rd JULY 2026** by the Parties along with Brundall Parish Council (Parish Council) to enable the Parish Council to be responsible for the delivery and future maintenance of the Country Park and the Village Green ("the First Deed of Variation")
- H This Deed is supplemental to the Section 106 Agreement.

Now it is agreed as follows:

1. Definitions and Interpretation

In this Deed, the following words and phrases have the following meanings unless the contrary intention appears:

- 1.1 "this Deed" means this Deed of Variation
- 1.2 "Planning Permission" means the full planning permission granted by the Secretary of State for Housing, Communities and Local Government on 11th November 2020 pursuant to appeal reference APP/K2610/W/3239986.
- 1.3 "the Property" means the land shown edged and coloured dark blue on the Variation Plan
- 1.4 "Section 106 Agreement" means the agreement made under Section 106 of the Act dated 21 October 2020 made between Broadland District Council (1), Mary Marshall Bushell, David Victor Marshall Thurgar and Grant Stanley Pilcher (2), Norman John Long, Graham William Long and Timothy Jon Long (3) and Quantum Land (Brundall) Limited (4) in respect of the development of the Site pursuant to the Planning Permission and as varied by the First Deed of Variation.
- 1.5 "the Variation Plan" means the plan annexed to this Deed.

2. Effect of this Deed

- 2.1 This Deed is made pursuant to Sections 106 and 106A of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and as such varies the Section 106 Agreement in accordance with the Schedule to this Deed and is a planning obligation for the purposes of Section 106 of the Act and is enforceable by the Council.

3. Construction

In this Deed, unless the contrary intention appears:

- 3.1. Words and expressions defined in the Section 106 Agreement shall have the same meanings in this Deed save as otherwise provided for in this Deed.
- 3.2. References to any statute include references to:
 - 3.2.1. that statute as amended or re-enacted or as other statutes modify its application from time to time; and
 - 3.2.2. any subordinate legislation made or to be made under that statute.
- 3.3. References to clauses or Schedules are references to clauses in or Schedules to this Deed.
- 3.4. References to the singular include the plural and vice versa.
- 3.5. References to the Parties in this Deed shall include their successors in title or successors in function as appropriate.
- 3.6. Where a party includes more than one person any obligations of that party shall be joint and several.
- 3.7. The headings shall not affect the interpretation of this Deed.
- 3.8. If any provision in this Deed is held to be illegal, void, invalid or unenforceable for any reason the legality, enforceability of the remainder of this Deed shall not be affected.

4. Variations to the Section 106 Agreement

From and including the date of this Deed the Section 106 Agreement shall be read and construed as varied by the provisions set out in the Schedule.

5. Mortgagee Consent

- 5.1 The Mortgagee consents to the Developer entering into this Deed so that the Site is bound by the obligations contained in this Deed and the Section 106 Agreement (as amended by this Deed) PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed or in the Section 106 Agreement and have no liability under this Deed or the Section 106 Agreement unless it takes possession of the Site or acquires the freehold interest in the Site in which case it will be regarded as successor in title to the Owner at any time before the Owner has fully performed all its obligations contained in this Deed and the Section 106 Agreement.
- 5.2 For the avoidance of doubt (i) any person acquiring title to all or part of the Site as a result of the Mortgagee enforcing its security at any time before the Owner has fully performed all its obligations contained in this Deed and the Section 106 Agreement will be bound by the terms of this Deed as the Owner and (ii) the Mortgagee will not be bound by the obligation under this Deed and have no liability for any breach of this Deed or the Section 106 Agreement once it ceases to have any legal or other interest in the Site unless the breach occurred before the Mortgagee disposed of their interest in the Site.

6. Miscellaneous

- 6.1. The Section 106 Agreement shall remain in full force and effect save as varied by this Deed.
- 6.2. This Deed is a local land charge and the Council shall register it in its Register of Local Land Charges in accordance with the provisions of the Local Land Charges Act 1975 and Section 106(11) of the Act.
- 6.3. This Deed is governed by and interpreted in accordance with the laws of England.
- 6.4. The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to this Deed.
- 6.5. This Deed does not release any party to it from any breaches of the Section 106 Agreement existing at the date of this Deed save where variations contained in this Deed remove the obligation of which the party is in breach.
- 6.6. On completion the Developer will pay the Council's reasonable legal costs in connection with this Deed

7. COUNTERPARTS

- 7.1. This Agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

Schedule

The Parties agree to vary Schedule 1 Part 1 of the Section 106 Agreement as follows:

- 1 The definition of "Affordable Housing for Rent" shall be deleted and replaced as follows:

Affordable Housing for Rent	"means one or more of Affordable Rented Dwellings and Social Rented Dwellings and for the avoidance of doubt this includes Intermediate Rented Dwellings where the Council approves the same in writing"
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- 2 A new definition of "Affordable Rented Dwellings" shall be added as follows:

Affordable Rented Dwellings	"means Affordable Dwellings which meet the conditions set out in the definition of "Other affordable Housing for rent" in Annex 2 of the NPPF, let by a Registered Provider with an appropriate agreement with Homes England for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges and shall not exceed, on commencement of each tenancy, the local housing allowance for that area"
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- 3 The definition of "NPPF" shall be deleted and replaced as follows:

NPPF	means the National Planning Policy Framework December 2024) (as amended in February 2025) or any subsequent replacement thereof
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- 4 The definition of "Recycling Obligation" shall be deleted in its entirety.

- 5 The definition of Shared Ownership Lease shall be deleted in its entirety and replaced as follows:

Shared Ownership Lease	means a lease in the form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following: - not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree in writing) shall be initially sold to the purchaser by the Provider - power for the purchaser to increase their ownership up to 100% if they so wish
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- an initial rent not exceeding 2.75% of the value retained by the Provider subject to annual increases not exceeding the Consumer Price Index (All items) published by the Office of National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 1% or such other rent as complies with the requirements from time to time of Homes England

6 Paragraph 1.6(d) shall be deleted in its entirety.

7 The beginning of paragraph 1.8.3 shall be deleted and replaced as follows:

"a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it has first complied with the following:"

Plans



Site Location Plan
Scale 1:500
0 5 10 15 20 50m



Location Plan
Scale 1:2500
0 25 50 100 200m

03	Updated to client comments	13.01.26
02	Updated to client comments	19.12.25
01	For Information	10.12.25
Rev	Comment	Date

CONVEYANCE PLOT KEY

- SITE BOUNDARY
- OWNERSHIP BOUNDARY
- PLOT DEMISE FOR FOG UNIT
- LEASEHOLD PARKING (PRIVATE PARKING)
- LOG RETAINING WALL
- SITE PLAN PLOT NUMBER
- SITE PLAN POSTAL NUMBER
- PRIVATE PATHS WITH RIGHT OF ACCESS (SHARED ACCESS)
- PRIVATE DRIVES WITH RIGHT OF ACCESS (SHARED ACCESS)
- LEASEHOLD FLATS, GARAGES AND PARKING SPACES
- ROADS/DRIVES/FOOTPATHS/ACCESS WAYS AREAS UNDER MANAGEMENT COMPANY.
- OPEN SPACES TO BE ADOPTED BY PARISH COUNCIL.
- BLOCK MANAGEMENT COMPANY AREA
- INFORMAL FOOTWAY
Informal footway to be defined by mowed path
- ROADS & FOOTPATHS TO BE ADOPTED BY LOCAL AUTHORITY (Section 38)
- HIGHWAYS SOAKAWAYS TO BE ADOPTED BY LOCAL AUTHORITY (Section 38)
- 24 HOUR RIGHTS OF ACCESS AROUND SUBSTATION & CABLE RIGHTS.
- SERVICES EASEMENT
- DENOTES HA PROPERTIES

Notations

- I = PLOT NUMBER
- P1 = PARKING SPACE WITH ASSOCIATED PLOT NUMBER
- G1 = GARAGE WITH ASSOCIATED PLOT NUMBER
- V = VISITOR PARKING
- STREET LIGHTING COLUMN
- STREET LIGHTING WITH BUILD OUT
- BIN STORAGE LOCATION
- BIN COLLECTION LOCATION
- CYCLE STORE LOCATION
- HA PLOT - RENTED
- HA PLOT - SHARED OWNERSHIP

Electric Vehicle Charging

- EVC W WALL MOUNTED ELECTRICAL CAR CHARGING POINT
- EVC B1 BOLLARD ELECTRICAL CAR CHARGING POINT WITH 1 NUMBER OUTLET
- EVC B2 BOLLARD ELECTRICAL CAR CHARGING POINT WITH 2 NUMBER OUTLET

Ecology

- HEDGEHOGS HOLES
- UNIVERSAL NEST BRICKS TO BS42021:2022 - IN GROUPS OF 3 HIGH ON GABLES
- INTEGRAL BAT BRICKS - HOUSES
- INTEGRAL BAT BRICKS - TREES - ON ALL 4 ASPECTS AT 4.0M

Deputy Monitoring Officer
Linda Mockford.

BLenheim HOUSE
NEWMARKET ROAD
BURY ST EDMUNDS IP33 3SB
Tel: 01284 655889
Project:
H0007 - Links Road, Brundall

Drawing Title:
HA Contract Phasing Plan Phase 01
Plot no. Drawn: Checked: Date: Scale @ A3:
RWV - Dec 25 As shown
Drawing Number:
H0007-HOP-01-XX-DR-A-7520
Purpose of Issue: Revision:
03
Copyright for all designs and drawings shall remain with Hopkins Homes Ltd. in accordance with the Copyright Act.

8839

Deputy Monitoring Officer
Linda Mockford.

8839.

- CONVEYANCE PLOT KEY**
- SITE BOUNDARY
 - SEWAGE PUMP STATION LEGAL BOUNDARY
 - OWNERSHIP BOUNDARY
 - RIGHT TO PARK (AFFORDABLE PARKING)
 - RIGHT TO PARK (PRIVATE PARKING)
 - ITE PLAN PLOT NUMBER
 - ITE PLAN POSTAL NUMBER
 - PATHS WITH RIGHT OF ACCESS (SHARED ACCESS)
 - PRIVATE DRIVES WITH RIGHT OF ACCESS (SHARED ACCESS)
 - LEASEHOLD FLATS, GARAGES AND PARKING SPACES
 - ROADS/DRIVES/FOOTPATHS/ACCESS WAYS AREAS UNDER MANAGEMENT COMPANY
 - INFERRIAL FOOTPATH (normal footway to be defined by moved path)
 - LAND TO BE TRANSFERRED BY PARISH COUNCIL, VILLAGE GREEN & COUNTRY PARK
 - LAND TO BE TRANSFERRED BY PARISH COUNCIL (OPEN SPACE)
 - ROADS & FOOTPATHS TO BE ADOPTED BY LOCAL AUTHORITY (Section 38 and 276)
 - HIGHWAYS/BOULEVARDS TO BE ADOPTED BY LOCAL AUTHORITY (Section 38)
 - 24 HOUR RIGHTS OF ACCESS AROUND SUBSTATION & CABLE RIGHTS
 - SERVICES EASEMENT
 - MNL SERVICES EASEMENT
 - HEAD WALLS TO BE ADOPTED BY MNL
 - SEWOTER HA PROPERTIES
 - SITE ADOPTION AMENITY AREA
 - STREET LIGHTING COLUMN
 - STREET LIGHTING WITH BUILD OUT
 - BIN STORAGE LOCATION
 - BIN COLLECTION LOCATION
 - CYCLE STORE LOCATION
 - HA PLOT - RENTED
 - HA PLOT - SHARED OWNERSHIP
- Notations**
- PLOT NUMBER
 - PARKING SPACE WITH ASSOCIATED PLOT NUMBER
 - G1 GARAGE WITH ASSOCIATED PLOT NUMBER
 - V VISITOR PARKING
- Electric Vehicle Charging**
- WALL MOUNTED ELECTRICAL CAR CHARGING POINT
 - BOULARD ELECTRICAL CAR CHARGING POINT WITH 1 NUMBER OUTLET
 - BOULARD ELECTRICAL CAR CHARGING POINT WITH 2 NUMBER OUTLET
 - EV DUCTING
- Ecology**
- HEDGEHOG HOLES
 - UNIVERSAL NEST BRICKS TO BS4201:2022 - IN GROUPS OF 3 HIGH ON GABLES
 - INTEGRAL BAT BRICKS - HOUSES
 - INTEGRAL BAT BRICKS - TREES - ON ALL 4 ASPECTS AT 4.0M
 - LOG PILES



11	Updated to client comments	10.03.24
10	Updated to client comments	27.01.24
09	Updated to client comments	13.01.24
08	Updated to client comments	09.12.23
07	Updated to client comments	27.11.23
06	Updated to client comments	21.11.23
05	Updated to client comments	16.11.23
04	Updated to client comments	04.11.23
03	Updated to client comments	23.09.23
02	Updated to client comments	07.09.23
01	Initial Issue	15.07.23
Rev	Comment	Date

BLenheim HOUSE, NEWMARKET ROAD,
BURY ST EDMUNDS IP33 3SB
Tel: 01284 655889

Project:
**Links Road, Brundall -
Full Development**

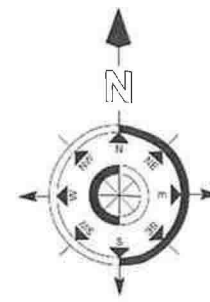
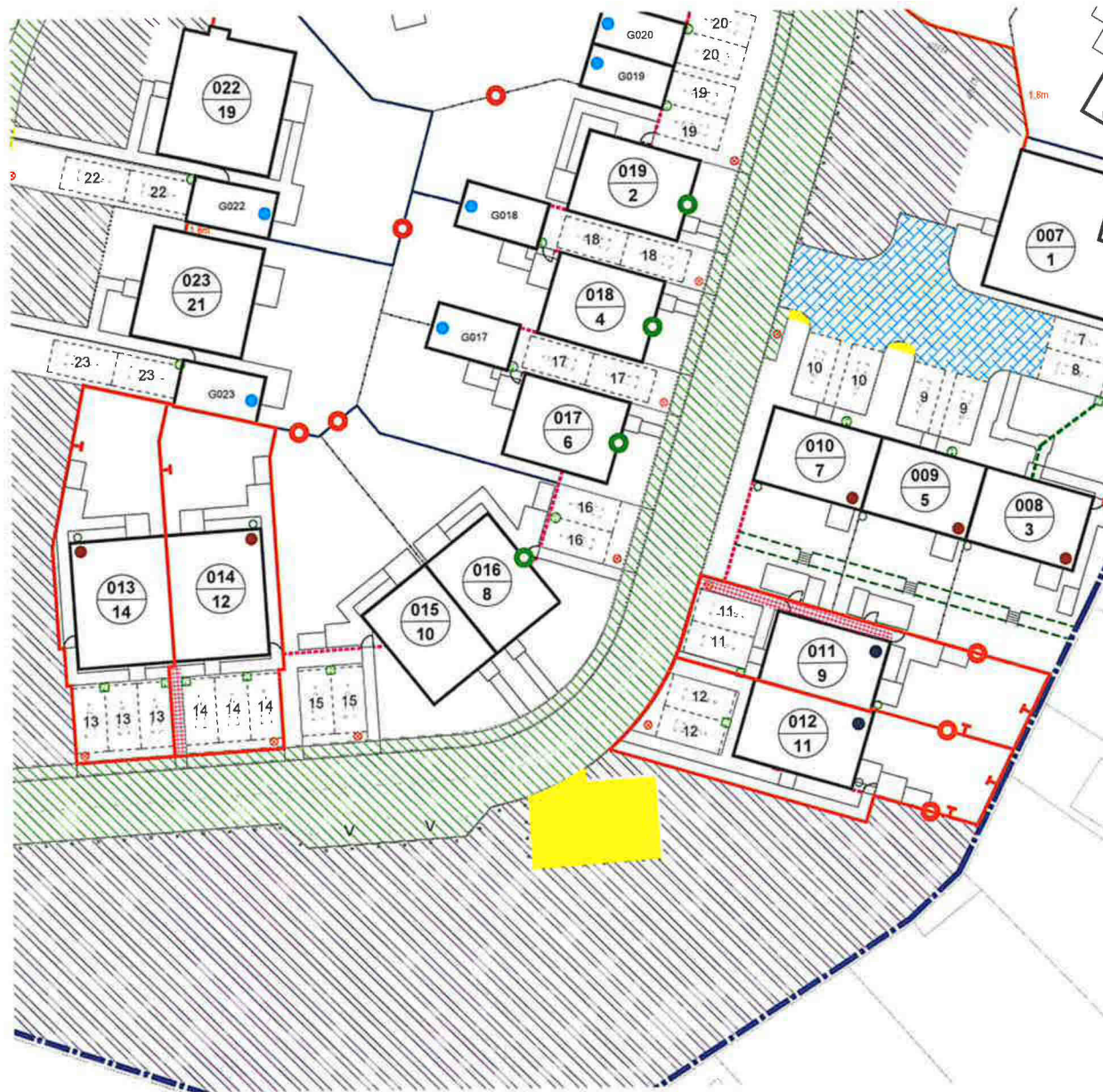
Drawing Title:
HA Contract Conveyance Plan

Plot no. **11** Drawn by: **RWH** Checked: **26.03.2025** Date: **1:1250** Scale @ A1:

Drawing Number:
H0007-HOP-01-GF-DR-A-7500

Purpose of Issue: **11** Revision:

All dimensions are to be checked and verified on-site prior to commencement.
Copyright for all designs and drawings shall remain with Hopkins Homes Ltd. in accordance with the Copyright Act.



PLAN 1B

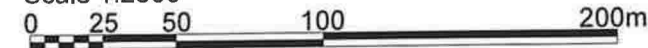


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Rev	Comment	Date

Site Location Plan
Scale 1:500



Location Plan
Scale 1:2500



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DENOTES HA PROPERTIES

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Linda Mockford.

BLenheim HOUSE
NEWMARKET ROAD
BURY ST EDMUNDS IP33 3SB
Tel: 01284 655889
Project:
H0007 - Links Road, Brundall

Drawing Title:
**HA Contract Phasing Plan
Phase 02**

Plot no.	Drawn:	Checked:	Date:	Scale @ A3:
-	RWH	-	Dec 25	As shown

Drawing Number:
H0007-HOP-01-XX-DR-A-7521

Purpose of Issue:	Revision:
	03

Copyright for all designs and drawings shall remain with Hopkins Homes Ltd. in accordance with the Copyright Act.

8839

Executed and delivered as a Deed on the date of this document

The **COMMON SEAL** of **Broadland**)
District Council was affixed in the)
presence of:)



8839

and this deed has been duly and
properly executed
in accordance with the constitution of
Broadland District Council

Deputy Monitoring Officer
Linda Mockford.

EXECUTED as a **DEED** by)
BIRKETTS LLP as attorney) for
HOPKINS HOMES LIMITED in the
presence of:

Attorney's signature:

Attorneys name (print):

Designated Member of Birketts LLP as
attorney for Hopkins Homes Limited

Witness signature:

Witness name:

Witness address:

Witness occupation:



EXECUTED as a DEED by)
FLAGSHIP HOUSING LIMITED)
acting by [],)
an authorised signatory and
[], an authorised
signatory



EXECUTED as a DEED by)
[],)
as attorney for and on behalf of)
FLAGSHIP HOUSING LIMITED
under a power of attorney dated
25 November 2025 in the
presence of:

Signature of witness:

Name of witness (IN BLOCK
CAPITALS):

Address:

Occupation:



Executed as a Deed by)

HSBC UK BANK PLC)

Acting by its attorney)

Attorney

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation: