

DATED

6TH DECEMBER

2002

BROADLAND DISTRICT COUNCIL

- AND -

NORFOLK HOMES LIMITED

- AND -

AYLSHAM TOWN COUNCIL

-AND-

LLOYDS TSB_{plc}

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AGREEMENT

Made pursuant to Section 106 of the Town
and Country Planning Act (as amended) 1990
and any other enabling power relating to the
development of land at Yaxleys Lane
Aylsham Norfolk

RH
Steele & Co
2 The Norwich Business Park
Whiting Road
Norwich NR4 6DJ

6TH DECEMBER

THIS AGREEMENT is dated / 2002 and made BETWEEN

BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St

Andrew Norwich in the County of Norfolk ("the Council") (1)

NORFOLK HOMES LIMITED (Company number 1910791)whose registered office

is at 15 The Vale, London W3 7SH ("the Owner") (2) AYLSHAM TOWN

COUNCIL of Town Hall, Aylsham, Norfolk NR11 6EL ('the Town') AND

LLOYDS TSB^{Bank} plc of Leeds Securities Centre, Dept 94-34, PO Box 5, 4th Floor, 6/7

Park Place, Leeds LS1 5LB ('the Bank') (4)

RECITALS

(A) (1) In this Agreement unless the context otherwise requires the following words shall have the following meanings:-

"Application" means the application for approval of reserved matters and bearing reference number 00.1330 which application is pursuant to planning permission reference number 99.1416

'Approval' means the approval of reserved matters granted pursuant to the Application together with any renewal or modification thereof

"Development" means the development permitted by the Approval

“Director” means the Council’s Director of Planning and Community Services or other officers of the Council acting under his hand

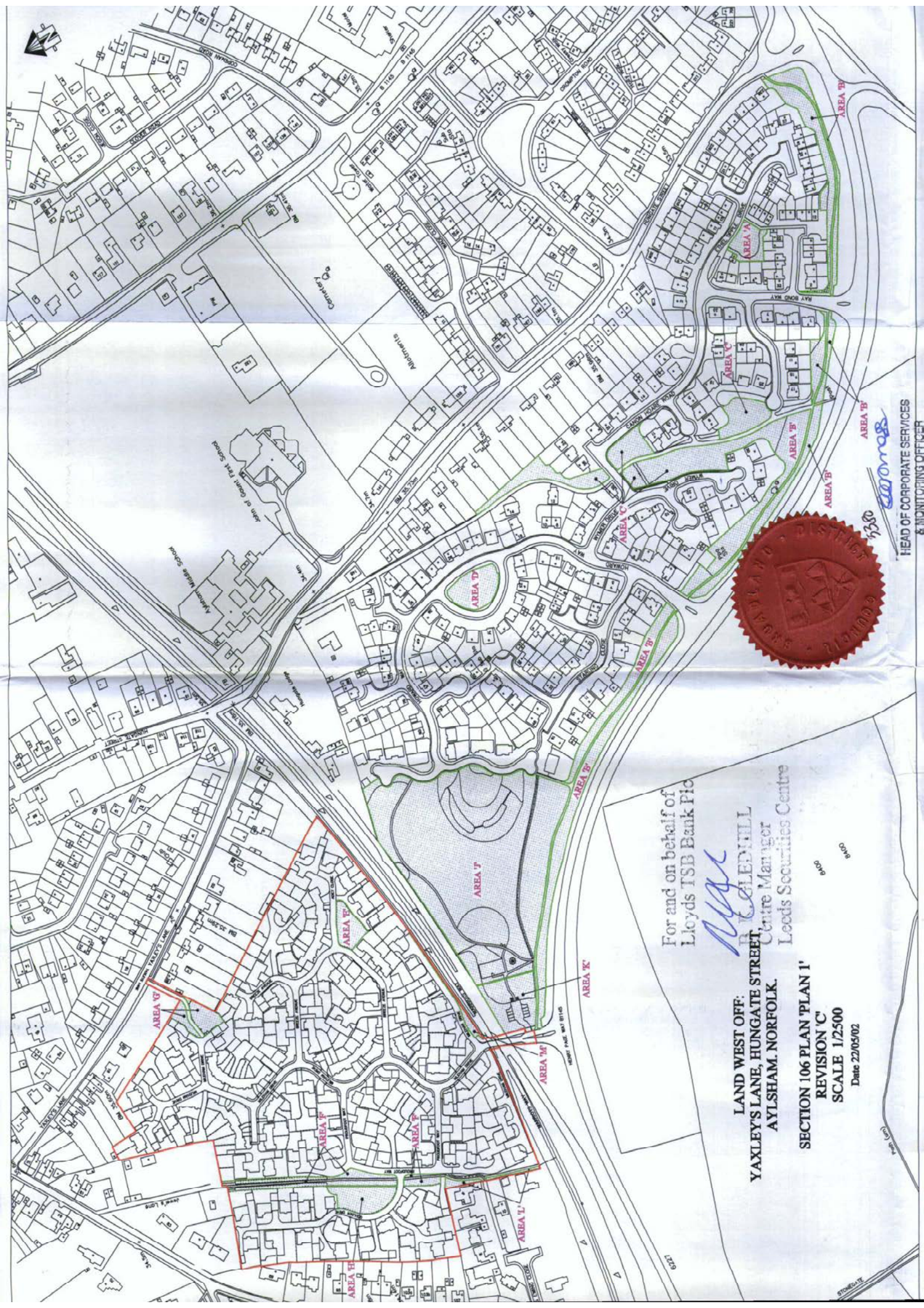
“the Inflation Provision” means the increase (if any) in the Retail Price Index between the date of this Agreement and the date upon which a payment of money is made or play equipment is provided in accordance with any of the requirements of this Agreement

“the 1990 Act” means the Town and Country Planning Act 1990 (as amended)

‘the Land’ means land west of Yaxleys Lane and Hungate Street and south of Cawston Road, Aylsham shown edged red on on Plan 1 rev B attached hereto

‘the Open Spaces’ means those areas of land marked Areas A - M and shown cross-hatched and edged green on Plan 1 rev C attached hereto and referred to in Schedule 1 hereto

‘the Play Equipment’ means play equipment erected on part of the Open Spaces in accordance with the



For and on behalf of
Lloyds TSB Bank Plc

Handwritten signature

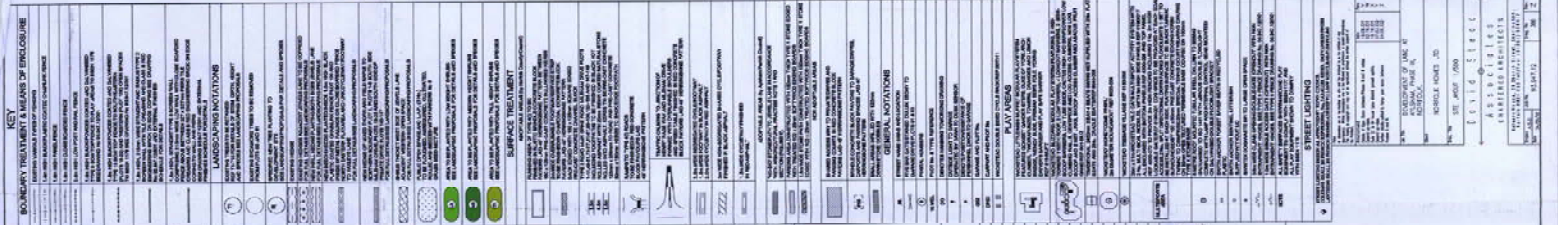
LAND WEST OFF:
YAXLEY'S LANE, HUNGATE STREET
AYLSHAM, NORFOLK.

SECTION 106 PLAN 'PLAN 1'
REVISION 'C'
SCALE 1/2500
Date 22/05/02

HEAD OF CORPORATE SERVICES
& MONITORING OFFICER

Handwritten signature

3380

[illegible][illegible][illegible]

specification set out in drawing 93.947.12/300
rev Z referred to in Schedule 1 and attached
hereto

(2) In this Agreement unless the context otherwise requires:

- (i) words importing the masculine gender shall where appropriate include the feminine gender and the neuter gender or vice versa as the case may be and words importing the singular number shall where appropriate include the plural number and vice versa
- (ii) “party” or “parties” means a party or parties to this Agreement
- (iii) references to any party shall include the successors in title and assigns of that party
- (iv) where a party includes more than one person any obligations of that party shall be joint and several
- (v) headings in this Agreement shall not form part of or affect its construction
- (vi) references to clauses and schedule are references to clauses in and schedules to this Agreement

- (vii) where a party or any officer or employee is required to give its consent approval or agreement in any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed
- (viii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act, Section, Regulation or Statutory Instrument has been replaced, consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument
- (B) The Council is a Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated
- (C) The Owner is registered as Proprietor with absolute title of the Land as the same is registered with Title Number NK 153996 and NK 154009 and NK 159062 subject to the matters contained in the Charges Register for those Title Numbers but otherwise free from encumbrances
- (D) The Bank is the registered proprietor of Registered Charges dated 2nd February 1997 and registered on 25th day of February 1997 and 13th November 2001 and registered on 26th November 2001.

- (E) The Town has agreed to accept a transfer of and to undertake the subsequent maintenance of the Open Space and the Play Equipment for the benefit of the inhabitants of the Town and is joining in the terms of this Agreement to achieve this aim

NOW THIS DEED WITNESSETH as follows:-

- 1.1 This Agreement and the covenants that appear hereinafter are made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and any other enabling power
- 1.2 The covenants that appear hereinafter are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council
- 1.3 This Agreement is a Deed and may be modified or discharged in part or in total at any time after the date of this Agreement by agreement between the parties in the form of a Deed
- 1.4 This Agreement is a local land charge and upon completion shall be registered by the Council as such
- 1.5 The Owner hereby requests the Chief Land Registrar to register the terms of this Agreement at H M Land Registry against Title Numbers NK 153996 and NK 154009 and NK 159062.

- 1.6 No waiver (whether express or implied) by the Council of any breach or default by the Developers in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof
- 1.7 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 1.8 This Agreement shall be governed by the laws of England
- 1.9 No party shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement after that party has parted with its interest in the Land or the part of the Land in respect of which such breach occurs provided that liability shall still remain for any breach occurring prior to the parting of any party's interest in the Land or any part thereof in respect of which any such breach has taken place PROVIDED THAT the covenants herein shall not be enforceable against the owner or occupier of any individual dwelling on the Land except to the extent that such owner or occupier is himself in breach of the covenants in clause 6 hereof by reason of the occupation of such dwelling.

1.10 NOTICES

1.10.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Agreement shall be deemed to have been validly served or given if received by facsimile, delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is addressed and delivered or sent by facsimile or by recorded delivery post to the address of the party concerned as nominated in sub-clause

1.10.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council	The Director of Resources Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich
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The Bank	Leeds Securities Centre, Dept 94-34, PO Box 5, 4 th Floor, 6/7 Park Place, Leeds LS1 5LB
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The Owner	Weybourne Road Industrial Estate, Weybourne Road, Sheringham, Norfolk NR26 8WB
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The Town	Town Hall, Aylsham, Norfolk NR11 6EL
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- 1.11.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer

2. GENERAL

- 2.1 The Owner and the Bank HEREBY FURTHER AGREE that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Land under the terms of the Agreement are hereby waived

- 2.2 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council

- 2.3 All consideration given and payments made in accordance with the provisions of this Agreement shall be exclusive of any VAT properly payable in respect thereof. In the event of VAT becoming chargeable at any time in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not presently been charged in respect of that supply the person making the supply shall raise a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

2.4 The Agreement dated the 17th day of April 2000 and made between the Owner and the Council and the Bank is hereby discharged and the Council shall forthwith cancel all Local land Charge and other registrations in respect of the said Agreement.

3. ARBITRATION

3.1 Any dispute or difference arising between the parties as a result of this Agreement shall be referred to the arbitration or a single arbitrator to be agreed upon between the parties, or failing agreement within fourteen days after any of the parties has given to the other parties a written request requiring the appointment of an Arbitrator, to a person to be appointed at the request of any of the parties by the President of The Royal Institute of Chartered Surveyors for the time being

3.2 Any reference to arbitration shall be undertaken in accordance with and subject to the provisions of the Arbitration Act 1996 save as follows:-

- (a) the seat of the arbitration shall be at the Council's offices in Norwich
- (b) where appropriate the Arbitrator may consolidate arbitration proceedings;
- (c) with the parties agreement the Arbitrator may appoint experts or legal advisers

3.3 Any of the parties mentioned in clause 3.1 concerned in any such dispute or difference arising from this Agreement wishing to refer any such dispute or difference to arbitration shall notify the other parties in writing of such intention without delay

3.4 The Arbitrator shall act as a referee and not as an expert except in any case where the parties to a dispute or difference agree on the Arbitrator when such parties may also agree that such Arbitrator shall act as an expert

3.5 Subject to Sections 67, 68 and 69 of the Arbitration Act 1996, the parties agree to be bound by the decision of the Arbitrator

4. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act.

5. COVENANTS

5.1 The Owner hereby covenants and undertakes with the Council so as to bind the Land and each and every part thereof to carry out and comply with the obligations set out in clauses 6 and 7 hereof

5.2 The Bank hereby acknowledges the terms of this Agreement and agrees not to develop pursuant to the Approval any part of the Land in which they have an interest otherwise than in accordance with the terms of this Agreement PROVIDED THAT for the avoidance of doubt the Bank shall not otherwise be liable for any breach of any of the covenants in this Agreement.

5.3 The Town covenants with the Owner to accept the Transfer of the Open Space and the Play Equipment in accordance with the provisions of clause 6 herein and to execute in each case a Transfer in the form set out in Schedule 2 hereto.

The Obligations

6. OPEN SPACES AND PLAY EQUIPMENT

6.1 The Owner shall complete the works to provide the Open Spaces and the Play Equipment (together in the case of Area F with signage) in accordance with the details set out in Schedule 1 hereto and shown on Plan 1 as follows:

Areas A to E:	Before the first occupation of the 18 th dwelling on the Land
Area F:	Before the first occupation of the 52 nd dwelling on the Land
Area G:	Before the first occupation of the 75 th dwelling on the Land
Area H:	Before the first occupation of the 120 th dwelling on the Land
Area J:	Before 31 st March 2004 or any earlier date agreed in writing by the parties hereto
Areas K, L and M:	Before the first occupation of the 140 th dwelling on the Land

- 6.2 Before completing the works to Areas C,G and K of the Open Spaces the Owner shall have erected thereon the Play Equipment
- 6.3 The Owner shall after completion of the works to provide each part of Open Spaces and the Play Equipment maintain the same for a period of 12 months thereafter to the reasonable satisfaction of the Town who shall when so satisfied issue a certificate (' the Certificate') accordingly in respect of each such part.
- 6.4 Within 28 days of receipt of written notice by the Owner to the Town that the works as herein specified to any part of the Open Spaces have been completed the Town shall within 28 days thereafter inspect the same PROVIDED THAT if the Town shall fail to inspect within the said 28 days then the said works shall be deemed to have been carried out entirely in accordance with the provisions herein and to the satisfaction of the Town.
- 6.5 The Town shall within 14 days of the said inspection notify the Owner in writing of any remedial works reasonably required by the Town and the Owner shall carry out and complete such remedial works as soon as reasonably practical thereafter.
- 6.6 Any such remedial works shall be subject to the inspection procedure set out in clauses 6.4 and 6.5 above until such time as the works have been completed to the reasonable satisfaction of the Town. The Town shall not later than 28 days after the said completion of the works issue the Certificate
- 6.7 Forthwith upon the issue of the Certificate the Owner shall transfer to the Town

the freehold of that part of the Open Spaces (together in respect of Areas C G and K with the Play Equipment) referred to in the said Certificate in each case with full title guarantee and together with all necessary rights and easements for the consideration of the covenants given by the Town to the Owner all in accordance with the draft Transfer set out in Schedule 2 hereto and the Owner shall pay to the Town all legal costs involved in the said transfer and any stamp duty or land registration fee consequent upon such transfer

6.8 The Owner shall pay to the Town on or before each of the said transfers the sum or sums set out in Schedule 1 for that part of the Open Spaces as increased by the Inflation Provision by way of a commuted sum in respect of the future maintenance of the Open Spaces and the Play Equipment

6.9 Any application by the Owner for a Certificate under clause 6.3 above shall be accompanied by:

- (i) a plan at the scale of 1:500 showing the land on which the relevant part or parts of the Open Spaces and Footpath have been laid out together with full details of the works carried out thereon;
- (ii) a complete set of as built drawings of the Play Equipment at a scale of 1:50 together with a complete and correctly maintained Health and Safety File conforming in all respects with the Construction (Design and Management) Regulations 1994

7. The Owner covenants with the Council:

- (i) to construct on the Land not less than 15% (23 No.) of the total number of dwellings upon the Land as 'low cost market housing' which shall mean housing on plots 9, 10, 11, 12, 32, 33, 41, 51, 59, 60, 71, 72, 76, 77, 85, 96, 97, 102, 103, 137, 138, 139 and 140 shown on drawing number 93.947.12/300 Revision Z, of between 65 and 80 square metres (gross floor area in relation to the ground floor and first floor and second floor of each such dwelling as measured internally excluding external walls but including internal partitions) such dwellings to be constructed marketed and made available for sale in 3 equal proportions prior to the first occupation of the 40th and the 80th and the 120th dwelling to be constructed upon the Land
- (ii) subject to clause 8 below to pay to the Council:
 - a) the sum of £82,238 ('the Contribution') payable as to one half on or before 2 years after first occupation of any dwellings on the Land ('the First Contribution Date') and the balance within 2 years thereafter ('the Second Contribution Date') and
 - b) such further sum ('the index payment') payable in addition to the Contribution as represents the percentage increase in the RICS Building Cost Information Service from 1 December 1999 to the First Contribution Date with regard to half of the Contribution and to the Second Contribution Date with regard

to the balance of the Contribution the index payment to be paid
on the First and Second Contribution Dates

8. The Council covenants with the Owner to repay to the Owner any part of the Contribution not contractually committed by the Council towards the affordable housing needs identified from time to time within Aylsham and adjoining Parishes within 5 years of the First Contribution Date

SCHEDULE 1

PLAN 1 REFERENCE	DESCRIPTION & LOCATION	AREA m sq	COMMUTED MAINTENANCE SUM £
A	Open space and shrub beds to Phase 1 adjacent 2, 4, 6 & 8 Ethel Tipple Drive	688	1531
B	Tree belts and shrub beds to Phases 1 and II North of Henry Page Way (B1145)	9622	18013
C	Open spaces and play area between Phases I and II adjacent to Canon Hoare Road and Wymer Drive	4633	10310
D	Open space Phase II adjacent to 19-39 Howard Way	1035	2303
E	Open space Phase III adjacent Nos 1-6 and 8 Adey Close	627	1394
F	Jewels Lane footpath and hedges Phase III	1483	2777
G	Open space and young children's play area Phase III adjacent 46 and 48 Mileham Drive	806	1794
H	Open space Phase III West of Jewels Lane and North East of Goulder Drive	1028	2287
J	Large open space and play area between Phases II and III North of Henry Page Way, East of Mileham Drive and West of Howard Way	18469	41100
K	Grass and shrub planted area complete with Parking area, cycle racks, footpath and tree planting North East of Mileham Drive junction with Henry Page Way and west of the 'wild Cats' multi sports area	1643	3656
L	Landscaped areas West of Jewels Lane public footpath and East of Charles Ewing Close	230	430
M	Verge and hedge adjacent Marriots Way and South of 2, 4, 6, 8, 10 and 12 Mileham Drive	216	405
	TOTAL	40,480	86,000

For precise details and specifications of the above areas and play equipment thereon refer to the Site Layout drawing for each Phase as follows:

PHASE I 93.947.12/01
 PHASE II 93.947.12/201
 PHASE III 93.947.12/300

SCHEDULE 2

1. Stamp Duty

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £60,000

2. Title number(s) out of which the Property is transferred *(if not yet registered)*

3. Other title number(s) against which matters contained in this transfer are to be registered *(if any)*

4. Property transferred *(Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)*

all that piece or parcels of land as shown cross-hatched and edged green on the attached drawing number [] and marked Area []

5. Date

6. Transferor *(give full names and Company's Registered Number if any)*

Norfolk Homes Limited (Co. Regn. No. 1910791)

7. Transferee for **entry on the register** *(Give full names and Company's Registered Number if any; for Scottish Co Reg Nos use an SC prefix. For foreign companies give territory in which incorporated.)*

Aylsham Town Council

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee(s)'s intended address(es) for service in the UK *(including postcode)* for entry on the register

Town Hall, Aylsham, Norfolk NR11 6ET

9. The Transferor(s) transfer(s) the property to the Transferee(s)

10. Consideration. *State clearly the currency unit if other than sterling. If none applies, insert an appropriate memorandum in the additional provisions panel/*delete as appropriate)*

The Transferor(s) has/have received from the Transferee(s) for the property the sum of (in words and figures) one pound (£1)

11. The Transferor transfers with full title guarantee

12. Declaration of trust. *Where there is more than one transferee *Delete as appropriate*

The Transferees are to hold the property on trust for themselves as joint tenants.

The Transferees are to hold the property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the property *(complete as necessary)*

13. Additional Provisions

1. Use this panel for:

- * definitions of terms not defined above
- * rights granted or reserved
- * restrictive covenants
- * other covenants
- * agreements and declarations
- * other agreed provisions
- * required or permitted statements, certificates or applications.

2. *The prescribed subheadings may be added to, amended, repositioned or omitted.*

1. Definitions

In this Transfer unless the context otherwise requires the following words shall have the following meanings:-

"the Agreement"	means the Agreement dated [] and made between Broadland District Council (1) Norfolk Homes Limited (2) Aylsham Town Council (3) and Lloyds TSB Plc (4)
"Development"	means development as defined in the Town and Country Planning Act 1990 (as amended)
"Estate"	means the Transferor's estate as shown edged [] on the Plan
" the Open Space"	means the areas of open space shown cross-hatched and edged green on the Plan
"Plan"	means drawing number [] attached hereto
"the Play Equipment"	means play equipment erected in accordance with the specification set out on drawing number 93.947.12.300 rev Z attached to the Agreement

2. The covenants implied in this Transfer by virtue of the Law of Property (Miscellaneous Provisions) Act 1994 ("The Act") shall be amended as follows:

(a) the Property is transferred subject to and the Transferee is deemed to have actual knowledge of all matters contained or referred to in the Agreement

(b) for the purposes of section 6(2)(a) of the Act all matters now recorded in registers open to public inspection are to be considered as being within the actual knowledge of the Transferee.

3. The Property is transferred together with the rights and easements hereby granted to the Transferee set out in the First Schedule hereto
4. There is excepted and reserved unto the Transferor and its successors in title for the benefit of the Estate and every part thereof the rights and easements set out in the Second Schedule hereto
5. The Transferee hereby covenants on behalf of himself and his successors in title the owners and occupiers for the time being of the Property with the Transferor for the benefit of the Estate and every part thereof that the Transferee and the persons deriving title under him will at all times hereafter observe and perform the covenants and restrictions set out in the Third Schedule hereto
6. It is hereby agreed and declared that except as expressly provided in this Transfer the Transferee and the persons deriving title under him shall not be or become entitled by implication or otherwise to any easement or right of access of light or air or otherwise to buildings now or at any time hereafter erected on the Property or any part thereof which would in any way restrict diminish or interfere with the full and unrestricted use by the Transferor or the persons deriving title under it of any adjoining or neighbouring land now belonging to the Transferor for building or any other purposes
7. So as to give the Transferor a full and sufficient indemnity but not for any other purpose the Transferee hereby covenants with the Transferor what he will at all times from the date of the Transfer comply with the covenants contained or referred to in the registers on Title Number [] so far as they relate to the Property and are enforceable and will indemnify the Transferor against all claims costs and demands whatsoever arising out of any failure to do so
8. In this Transfer where the context so admits words importing the masculine gender only shall include the feminine gender and words importing the singular number only shall include the plural number and where the expression "the Transferee" includes two or more persons the covenants by them herein contained shall be deemed to be joint and several.

THE FIRST SCHEDULE
before referred to
(rights granted to the Transferee)

1. All necessary rights of surface drainage from over and through the said adjoining or neighbouring parts of the Estate for the full and effectual enjoyment of the Property
2. The right for all people and at all times and for all purposes connected with the use of the Property as recreational areas or footpath with or without vehicles to pass and repass over and across the roadways on the Estate for the purpose of gaining access to and egress from the Property

THE SECOND SCHEDULE
before referred to
(exceptions and reservations)

1. The right of running water and soil gas electricity and telephone services through the drains pipes watercourses and sewers cables and other service media (hereinafter called "the Service Media" now or hereafter during the period (hereinafter called "the Perpetuity Period") commencing on the day of and enduring for eighty years (which period shall be the Perpetuity Period applicable to this Transfer) to be made or laid on and in the Property with the right to enter upon the Property upon giving at least 48 hours prior notice (except in the case of emergency) for the purpose of laying relaying repairing and maintaining the Service Media doing as little damage as possible and making good all damage done to the reasonable satisfaction of the Transferee
2. All necessary right of surface drainage from over and through the Property for the full and effectual enjoyment of the adjoining and adjacent land on the Estate

THE THIRD SCHEDULE
before referred to
(being the covenants to which the Property is subject)

1. To maintain the Open Space the Play Equipment and the Footpath in good condition and repair
2. Not to use any of the sums paid to the Transferee by the Transferor pursuant to clause 6.8 of the Agreement except for the purposes of maintaining the Open Space the Play Equipment and the Footpath in accordance with clause 1 of this Schedule
3. Not to use or permit the use of the Open Space or the Play Equipment except for the purposes of a public recreation area for all persons and at all times and not to carry out any Development thereon.
4. Not to use or permit the use of the Estate roads or the Footpath except for the purpose of gaining access to and egress from the Open Spaces Proudfoot Way and Jewels Lane and not to block or cause to be blocked in any way the Estate Roads or the Footpath so as to obstruct the same.

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14. *The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*
-

IN WITNESS whereof this Agreement has been executed and delivered as a Deed on
the date first written above

Executed and Delivered as a Deed by)
BROADLAND DISTRICT)
COUNCIL)
acting by two duly authorised officers:)



Director.....[Signature]
HEAD OF CORPORATE SERVICES
Director/Secretary..... & MONITORING OFFICER

Executed and Delivered as a Deed by)
NORFOLK HOMES LIMITED)
acting by two duly authorised officers:)

Director.....[Signature]
Director/Secretary.....[Signature]

Executed and Delivered as a Deed by)
AYLSHAM TOWN COUNCIL)
acting by two duly authorised officers:)

Chairman.....[Signature] [Signature]

Clerk.....[Signature]

Executed and Delivered as a Deed by)

LLOYDS TSB PLC)

acting by two duly authorised officers:)



Director.....

Director/Secretary.....

Signed as a deed by
BRIAN KEITH GLEDHILL
as Attorney for and on behalf of
LLOYDS TSB BANK plc in the presence of

6/7 Park Row
LEEDS