

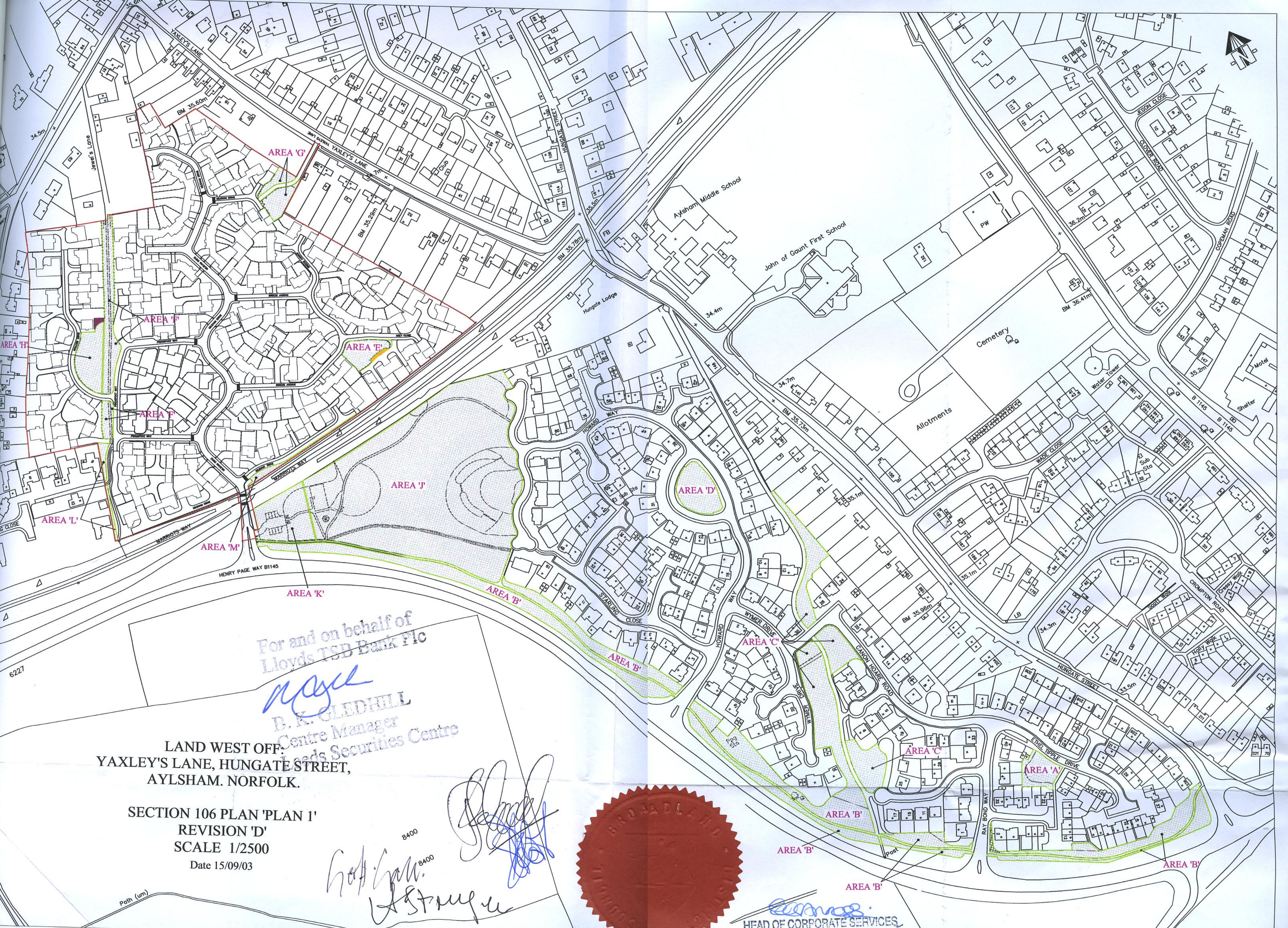
THIS AGREEMENT is made the 15th day of December Two thousand and three BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich in the County of Norfolk (hereinafter called "the Council") of the first part NORFOLK HOMES LIMITED (Company Number 1910791) whose registered office is situate at 85 Becklow Road London W12 9HH (hereinafter called "the Owner") of the second part LLOYDS TSB BANK PLC of Leeds Securities Centre Dept. 94-34 PO Box 5 4th Floor 6/7 Park Place Leeds LS1 5LB (hereinafter called "the Mortgagee") of the third part and AYLSHAM TOWN COUNCIL of Town Hall Aylsham Norfolk NR11 6EL(hereinafter called "the Town") of the fourth part

WHEREAS:-

- (1) The obligations imposed by this Agreement are planning obligations for the purpose of section 106 of the Town & Country Planning Act 1990 (hereinafter called "The 1990 Act") as amended by Section 12 of the Planning and Compensation Act 1991.
- (2) The Council is the Local Planning Authority by whom these obligations are enforceable.
- (3) The Council the Owner the Mortgagee and the Town have previously entered into an Agreement dated 6th December 2002 (hereinafter referred to as "the Main Agreement") but now wish to amend the terms of the Main Agreement

NOW THIS DEED WITNESSES as follows:-

1. SUBJECT to the terms of this Agreement and pursuant to the said Section 106 of the 1990 Act as amended the Council the Owners the Mortgagee and the Town hereby AGREE DECLARE AND COVENANT for themselves and their successors in title that the Main Agreement shall be further varied with effect



For and on behalf of
Lloyds TSB Bank Plc

B. K. GLEDHILL
B. K. GLEDHILL
Centre Manager
Lloyds Securities Centre

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

SECTION 106 PLAN 'PLAN 1'
REVISION 'D'
SCALE 1/2500
Date 15/09/03

Handwritten signatures and initials in blue ink.



Handwritten signature in blue ink.
HEAD OF CORPORATE SERVICES

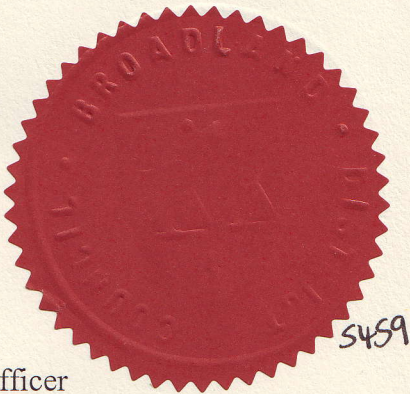
from the date of this Agreement and shall henceforth be read and construed and shall take effect as if

- a) the numbers 71 72 and 76 in Clause 7(i) shall be substituted by the numbers 78 150 and 151 and
- b) the area shown coloured orange (measuring 31 sq. m) on the plan attached to this agreement shall be deleted from the area referred to as "E" in Schedule 1 of the Main Agreement and the area coloured purple (measuring 39 sq. m) shall be added to the area referred to as "G" in Schedule 1 of the Main Agreement

- 2. This agreement is a local land charge and shall be registered as such
- 3. This document is executed as a Deed and is delivered on the date stated at the beginning of this document

IN WITNESS whereof the Council the Owner the Mortgagee and the Trust have affixed their respective Common Seals to this document

THE COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed in the presence of:)



[Signature]

Head of Corporate Services and Monitoring Officer

Executed and Delivered as a Deed by
NORFOLK HOMES LIMITED
Acting by two duly authorised officers

) *[Signature]*
) *[Signature]*
)

Executed and Delivered as a Deed by
AYLSHAM TOWN COUNCIL
Acting by two duly authorised officers

) *[Signature]*
) *[Signature]*
)

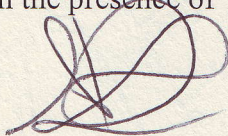
Signed as a Deed by

BRIAN KEITH GRESHAM

As Attorney for and on behalf of

LLOYDS TSB BANK plc in the presence of

)
)
)
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ANTONY PLUMB
SPECIALIST SECURITIES OFFICER
LEEDS SECURITIES CENTRE