

DATED

17<sup>th</sup> October

2013

NORFOLK HOMES LIMITED

and

ANTHONY STEPHEN RALPH ROPE

and

BARCLAYS BANK plc

and

BROADLAND DISTRICT COUNCIL

#### PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act 1990 relating to  
land off Wyngates, Blofield, Norwich

**The Planning Law Practice**

Wood End, 20 Oaklands Park, Bishops Stortford,  
Hertfordshire CM23 2BY

Date:

2103

**PARTIES:**

(1) **NORFOLK HOMES LIMITED** (Co Reg No 1910791) whose registered office is at 42 Cambridge Road, London W4 3DA ('NHL')

(2) **ANTHONY STEPHEN RALPH ROPE** of of Street Farm, The Street, Blofield, Norwich, Norfolk ('the Owner')

(3) **BARCLAYS BANK plc** of ~~The Street, Acle, Norwich NR13 3DZ~~ ('the Bank')

*address for service is P.O. Box 299 BIRMINGHAM B1 3PF*  
1 CANWELL PLACE LONDON E14 5HP and whose

(4) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU ('the Council').

**RECITALS**

- 1.. The Owner is the freehold owner of that part of the Site coloured green on plan no NHBD1/APP-A4 attached hereto and comprising land to the north of the land under title No NK168396 and known as land at Wyngates Blofield subject to a charge in favour of the Bank dated 12<sup>th</sup> January 1993 and an option dated 29<sup>th</sup> April 2013 in favour of NHL but otherwise free from encumbrances.
2. NHL is the freehold owner of that part of the Site coloured blue on plan no NHBD1/APP-A4 attached hereto under title No NK168396 free from encumbrances.
3. NHL has appealed to the Secretary of State for Communities and Local Government under reference no APP/K2610/A/13/2198950 against the decision of the Council to refuse planning permission for the Development under the Council reference 20130296.

4. The Owner and NHL and the Bank and the Council have entered into this Planning Obligation in order to secure the provision of affordable housing and open space in the event that Planning Permission is granted.

**NOW THIS OBLIGATION WITNESSES** as follows:

**DEFINITIONS**

1. In this Obligation the following terms have the following meanings :

<b>1990 Act</b>	the Town and Country Planning Act 1990 as amended
<b>Adjoining Open Space</b>	the land immediately adjoining the Site edged blue on plan no NHBD1/OS-A3 attached hereto and marked 'Open Space (Area 3)' thereon
<b>Affordable Housing</b>	housing of a kind which having regard to its rent or other consideration is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market and comprising the Dwellings, sizes and tenures shown in the table on plan no NHBD1/AH1 attached hereto
<b>Affordable Dwelling</b>	a Dwelling to be constructed on the Site as part of the Development provided as Affordable Housing in accordance with Part 1 of the Schedule hereto
<b>Affordable Rented Dwelling</b>	a Dwelling which is to be let by an Approved Provider at a rent which is no more than 80% of the local market rent (including any service charges) or, in the event that there is a change in national policy and such rents can

no longer lawfully be charged, such alternative rent levels as are agreed in writing by NHL and the Council reflecting any national and the Council policy which applies at that time and which shall achieve a minimum of Level 3 of the Code for Sustainable Homes and Lifetime Homes Standard

**Approved Provider**

an organisation which is a provider of social housing and registered in accordance with the provisions of Chapter 3 of the Housing and Regeneration Act 2008 or such other provider as is approved in writing by the Council

**Development**

the erection of 64 dwellings with associated garages and amenity work together with public open space pursuant to the Planning Permission

**Dwelling**

a dwelling to be constructed on the Site as part of the Development

**Implementation**

the carrying out on the Site pursuant to the Planning Permission of a material operation as defined in Section 56(4) of the 1990 Act other than operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the erection of any temporary means of enclosure, or the temporary display of site notices or advertisements and

'Implement' and 'Implemented' shall be construed accordingly

**Market Dwelling**

a Dwelling which is not an Affordable Dwelling

**Occupation**

occupation of a building as a residential dwelling (but not including occupation by contractors or for construction or fitting out purposes or as a showroom or sales office) and 'Occupy' and 'Occupied' shall be interpreted accordingly

**On-Site Open Space**

the land within the Site edged blue on plan no NHBD1/OS-A3 attached hereto and marked 'Open Space (Area 1)' and 'Open Space (Area 2)' thereon

**Planning Permission**

planning permission for the Development granted pursuant to appeal no APP/K2610/A/13/2198950

**Qualifying Occupier**

a person who (a) is on the Council's housing waiting list or (b) is in need of separate or alternative accommodation and is unable to rent or buy housing generally available in the open market having regard to local incomes and the level of local housing rents and prices

**Shared Equity Dwelling**

an Affordable Dwelling in which a purchaser buys 80% of the equity in the Dwelling by way of an assignable leasehold interest and has the option to staircase up to 100% and acquire the freehold after 5 years from the date of his purchase for the first and subsequent sales respectively and on the following basis :

- (i) the freehold of each Shared Equity Dwelling will be transferred to the Approved Provider for a consideration of £1 on completion of the first leasehold sale to the purchaser of a 125 year lease; and
- (ii) no rent shall be charged under that lease; and
- (iii) any staircasing receipts shall be used by the Approved Provider for the provision of Affordable Housing in accordance with paragraph 2 of Part 3 of the Schedule hereto
- (iv) a Shared Equity Dwelling may only be sold to a person who (a) occupies the said dwelling as his only residence and (b) has a total household annual income of not more than £60,000 (or such other figure as is prescribed by the Homes and Communities Agency)

**Site**

the land off Wyngates, Blofield, Norwich edged red on plan no NHBD1/APP-A4 attached hereto

## **GENERAL PROVISIONS**

- 2.1 This Agreement is made under Section 106 of the Act, Sections 111 and 120 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

- 2.2 The obligations arising hereunder are planning obligations enforceable by the Council against the Owner and NHL and their respective successors in title and assigns.
- 2.3 The provisions of this Agreement shall have immediate effect except for clause 7.1 which shall have effect upon Implementation.
- 2.4 This Agreement shall cease to have effect if the Planning Permission is quashed, revoked or otherwise withdrawn before Implementation.
- 2.5 This Agreement shall be registered as a charge in the Council's Register of Local Land Charges.
- 2.6 In the event that any provision of this Agreement is satisfied or discharged the Council shall if so requested by the Owner and/or NHL procure that a note confirming such satisfaction or discharge is be registered on the Council's Register of Local Land Charges.
- 2.7 Save insofar as legally or equitably permitted nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local planning authority and the rights, powers, duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the Council was not a party to this Agreement.
- 2.8 If any provision in this Agreement is held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.



- 2.9 No waiver whether expressed or implied by the Council of any breach or default by the Owner or NHL 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.
- 2.10 No party shall be liable under this Agreement for any breach of the covenants, restrictions or obligations contained in this Agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any subsisting breach occurring prior to the parting by such party with such party's interest in the Site or any part thereof in respect of which any such breach has taken place and except that an individual purchaser or lessee or his mortgagee shall not be liable in relation to any breach of this Obligation which occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a contract for such purchase or lease.
- 2.11 The Bank shall not be liable for any breach of this Deed unless it shall itself commit that breach or the Bank has entered onto the Site as mortgagee in possession.
- 2.12 No person shall derive any benefit or have any right entitlement or claim in relation to this Obligation by virtue of the Contracts (Rights of Third Parties) Act 1999
- 2.13 Any notice or written communication to be served or given by any person to any other under the terms of this Obligation shall be deemed to have been validly served or given if delivered by hand or sent by registered or recorded delivery to the party upon whom it is to be served or to whom it is to be given at:
- (i) its address given in this Obligation or any other address as has been notified in writing from time to time for the purpose of this Obligation. ; or



(ii) in the case of NHL at Weybourne Road, Industrial Estate, Sheringham, Norfolk NR26 8WB; or

(iii) in the case of the Council to the Chief Executive.

### **3. THIRD PARTIES**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act

### **4. COSTS**

NHL shall on completion of this Agreement pay the Council's reasonable legal and administrative costs incurred in the preparation, negotiation and completion of this Agreement.

### **5. JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the law of England and Wales.

### **6. DISPUTES**

6.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.

6.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ('ADR') procedure as recommended to the parties by the Centre for Effective Dispute Resolution.

6.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institution of Chartered Surveyors who shall act as an expert and whose decision shall be final and binding upon the parties.

6.4 Nothing in clauses 6.1 and 6.2 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

## **7. PLANNING OBLIGATIONS**

7.1 The Owner and NHL hereby covenant jointly and severally with the Council to carry out and comply with the obligations and restrictions on their part set out in the Schedules to this Agreement.

## **8. TRANSFER OF LAND**

8.1 The transfer of any land to the Council shall be subject to the provisions of Schedule 2 hereto and shall include a provision that the said land may at the election of the Council be transferred to an alternative body or organisation properly able to hold and administer such land for the purposes for which it is transferred.

## **9. APPROVALS AND CONSENTS**

9.1 Where any approval, consent or agreement is required to be given by the Council pursuant to the terms of this Agreement it shall be in writing and shall not be unreasonably withheld or delayed.

## **10. NOTIFICATION**

The Owner and NHL agree to notify the Council in writing within 28 days of :

- (i) the date of Implementation;
- (ii) the completion or occupation of any Dwelling which acts as a trigger for the performance by the Owner and/or NHL of any obligation owed to the Council.

## **11. TITLE WARRANTY**

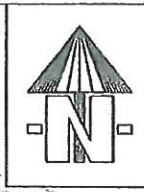
The Owner and NHL hereby warrant to the Council that they are the freehold owners of the Site which is registered at the Land Registry under title number NK168396 and have full power to enter in to this Agreement and that the Site is free from all mortgages charges or other encumbrances other than the charge to Barclays Bank plc and that there is no person having any interest in the Site other than as notified in writing to the Council's Chief Executive prior to the date hereof.

## **12. CONSENT BY MORTGAGEE**

The Mortgagee consents to this Deed so that its interest in the Site shall be bound by the obligations contained in this Deed and its security over the part of the Site coloured green on plan no NHBD1/APP-A4 shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall not be required to observe or perform the obligations in this Deed unless it takes possession of the Site.

IN WITNESS whereof the Owner and the Bank and NHL and the Council have executed this Agreement as a Deed on the date first before written





*[Signature]*

*[Signature]*

Head of Democratic Services and Monitoring Officer

*[Signature]*

KEY:



The Application Site

Norfolk Homes Ltd. Land

Anthony Rope Land

**Norfolk Homes**

Land at Wyngates, Yarmouth Road,  
Blofield, Norfolk.

Application site

Date: 04.09.13

Scale: 1/2500 (A4)

NHBD1/APP-A4









OPEN SPACE  
(AREA 3)

PUBLIC OPEN SPACE AREA



Open Space Area Calculations:

Area 1 = 500 m<sup>2</sup> / 0.12 Acres

Area 2 = 479 m<sup>2</sup> / 0.12 Acres

Area 3 = 19,806 m<sup>2</sup> / 4.89 Acres

All areas are approximate, subject to final detailed design.

Norfolk Homes

Proposed development Off:  
Wyngates, Blafeld, Norfolk.

Open Space Areas

Date: 23.07.13

Scale: 1/1000

NHBDI/OS-A3



## **SCHEDULE**

### **PART 1**

#### **AFFORDABLE HOUSING**

- 1.1 Not more than 22 Market Dwellings shall be Occupied unless and until an exchanged contract for the sale of all the Affordable Housing constructed or to be constructed on the Site to an Approved Provider has been supplied to the Council.
- 1.2 Not more than 22 Market Dwellings shall be Occupied until 11 Affordable Dwellings have been completed and are ready for Occupation.
- 1.3 Not more than 32 Market Dwellings shall be Occupied until the remaining Affordable Dwellings have been completed and are ready for Occupation.
- 2.1 The Affordable Dwellings shall subject to the other provisions of this Part 1 not be occupied otherwise than by Qualifying Occupiers.
- 2.2 The Affordable Rented Dwellings shall be occupied by persons nominated by the Council
3. Any transfer of any Shared Equity Dwelling to an Approved Provider shall include a requirement by the Approved Provider:
  - (i) not to use the staircasing receipts for any purpose other than the provision of Affordable Housing within the Parish of Blofield or adjoining Parishes; and
  - (ii) to pay to NHL together with all accrued interest any part of the said staircasing receipts which has not been committed (by way of expenditure of the monies or by way of contract) to the said use within 10 years of the date of receipt of such payment.

4. Up to one third (or such other amount as the Council shall reasonably require) of the Affordable Rented Dwellings (as chosen by the Council) shall be let on first occupation in accordance with the local lettings policy set out below:
- (i) first allocations shall be made to people living in the Parish of Blofield;
  - (ii) if there is no suitable person in paragraph 4(i) allocations will be made to people who work in the Parish of Blofield;
  - (iii) if there are no suitable persons in paragraphs 4(i) and 4(ii) allocations will be made to people who need to move to the Parish of Blofield to give/receive support to/from close family; and
  - (iv) if there are no suitable persons in paragraphs 4(i) to 4(iii) allocations shall be made to people who live within the administrative area of the Council.
5. Any transfer of the Affordable Housing or any part thereof to an Approved Provider shall be free from encumbrances and financial charges except :
- (i) encumbrances and other matters contained or referred to in the Owner's or NHL's title; and
  - (ii) any requirements for reasonable contributions to shared services and facilities;
  - (iii) that the Approved Provider shall not dispose of its interest in the freehold of the Affordable Housing on the Site or any part thereof (except by way of mortgage) other than to another Approved Provider or to a purchaser pursuant to any statutory right to buy or staircasing to 100% of the equity.

7.

- (i) On the second and subsequent disposals of a Shared Equity Dwelling where the owner has not staircased to 100% of the equity the owner thereof shall notify the Council in writing of his intention to sell his interest in the said Dwelling. The Council shall be entitled within 28 days of receipt of such notice to nominate a person as a purchaser who complies with the Council's eligibility criteria and who is ready, willing and able to purchase the interest in the said Dwelling at a price equivalent to the percentage of the equity that is then owned of the open market value of the said Dwelling as if it were a Market Dwelling (such price to be agreed in writing with the Council) and who (a) intends to occupy the said Dwelling as his only residence and (b) has a total household annual income of not more than £60,000 (or such other figure as is prescribed by the Homes and Communities Agency or its successor body).
  
- (ii) If contracts for sale of the said dwelling to the person nominated by the Council under paragraph 7(i) are not exchanged within 12 weeks of the Council's nomination or if no such nomination is made the owner of the said Dwelling shall be entitled to sell his interest in the said Dwelling at a price equivalent to the percentage of the equity that he currently owns of the open market value of the said Dwelling as if it were a Market Dwelling (such price to be agreed in writing with the Council) to any person who (a) intends to occupy the said Dwelling as his only residence and (b) has a total household annual income of not more than £60,000 (or such other figure as is prescribed by the Homes and Communities Agency or its successor body).

## **PART 2**

### **OPEN SPACE**

- 1.1 None of the Dwellings on plots 10, 11 ,12 and 13 shown on plan no NHBD11/OS-A3 shall be Occupied until Open Space (Area 1) has been provided and laid out to the reasonable satisfaction of the Council (which for the avoidance of doubt shall mean levelling, fencing, draining, seeding, planting and providing with access) in accordance with plans and details approved in writing by the Council before any Dwelling is Occupied and NHL has offered in writing to transfer the Open Space (Area 1) to the Council or (at the Council's direction) to the Blofield Parish Council together with the payment of a commuted sum in accordance with paragraph 1.3 below.
- 1.2 None of the Dwellings on plots 49, 50, 51, 52 and 53 shown on plan no NHBD11/OS-A3 shall be Occupied until Open Space (Area 2) has been provided and laid out to the reasonable satisfaction of the Council (which for the avoidance of doubt shall mean levelling, fencing, draining, seeding, planting and providing with access) in accordance with plans and details approved in writing by the Council before any Dwelling is Occupied and NHL has offered in writing to transfer the Open Space (Area 2) to the Council or (at the Council's direction) to the Blofield Parish Council together with the payment of a commuted sum in accordance with paragraph 1.3 below.
- 1.3 On the completion of each of the transfers referred to in paragraphs 1.1 and 1.2 above NHL shall either (i) pay to the Council a capital payment for the maintenance of the said land calculated on the basis of the Council's basic unit annual rates of maintenance subsisting at that time and multiplied by 10 or (ii) assign to the Council a contract with a contractor wholly owned by a local authority (in a form reasonably acceptable to the Council and capable of further assignment by the Council to the Blofield Parish Council) between NHL and a contractor providing for the maintenance by the said contractor of the said land to a standard suitable for its use as public open space for a period of 10 years and either (a)

provide evidence that NHL has paid the contract sum for the whole of the contract period to the contractor or (b) pay that contract sum to the Council.

2.1 Not more than 38 Dwellings on the Site shall be Occupied until the Adjoining Open Space has been provided and laid out to the reasonable satisfaction of the Council (which for the avoidance of doubt shall mean levelling, fencing, draining, seeding, planting and providing with access) in accordance with plans and details approved in writing by the Council before any Dwelling is Occupied and NHL has offered to transfer the Adjoining Open Space to the Council or (at the Council's direction) to the Blofield Parish Council on the terms that :

- (a) the following works are carried out by NHL to the reasonable satisfaction of the Council and in accordance with details agreed in writing by the Council before the completion of the said transfer :
  - (i) the provision of a gated access into the Adjoining Open Space from an adoptable standard road within the new residential development;
  - (ii) the provision of a sub-surface plastic grid grassed system parking area with an informal grass appearance within the Adjoining Open Space and close to the access thereto;
  - (iii) the Adjoining Open Space being levelled and grassed;
  - (iv) the erection of boundary treatment around the whole of the Adjoining Open Space including hedging with traditional hedging species; and
  - (v) the provision of mains services (gas, electricity, water and drains) either to the boundary of the Adjoining Open Space or as close as possible to the said boundary and within an adoptable standard road which adjoins the Adjoining Open Space;



- (b) the Council (or the Parish Council as the case may be) covenants on behalf of itself and its successors in title with NHL and its successors in title for the benefit of the remainder of the Site that the Adjoining Open Space shall be used only as open space or for community purposes and for no other purpose and that no buildings or structures shall be erected on the Adjoining Open Space except such as are reasonably required to facilitate the use of the Adjoining Open Space as open space or for community purposes.

- 2.2 On completion of the transfer of the Adjoining Open Space NHL shall pay to the Council or (at its direction) to the Blofield Parish Council (i) the sum of £35,000 to be used for the provision of play equipment and appropriate surfacing and (ii) either a capital payment for the maintenance of the said land calculated on the basis of the Council's basic unit annual rates of maintenance subsisting at that time and multiplied by 10 OR assign to the Council a contract with a contractor wholly owned by a local authority (in a form reasonably acceptable to the Council and capable of further assignment by the Council to the Blofield Parish Council) between NHL and a contractor providing for the maintenance by the said contractor of the said land to a standard suitable for its use as public open space for a period of 10 years and either (a) provide evidence that NHL has paid the contract sum for the whole of the contract period to the contractor or (b) pay that contract sum to the Council.
3. NHL and the Council shall complete each of the transfers referred to in paragraph 1 and paragraph 2 above within 56 days of the receipt by the Council of each said offer.
4. NHL shall maintain to the reasonable satisfaction of the Council the On-Site Open Space and the Adjoining Open Space until each has been transferred as above.
5. In the event that any buildings are erected on the Adjoining Open Space the Council shall forthwith repay to NHL any part of the sum referred to in paragraph 2.2(ii) which has not at the commencement of construction of the said building or buildings been used for the purpose of maintaining the Adjoining Open Space together with all accrued interest where such payment shall be a fair reflection of the reduction in open space maintenance costs attributed to the reduction of the said open space area as a result of the construction of the



said building or buildings for the remainder of the 10 year maintenance period.

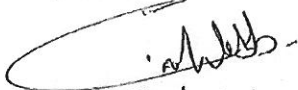
## SCHEDULE 2

### TERMS AND CONDITIONS OF LAND TRANSFERS IN RESPECT OF THE OPEN SPACE OR OPEN SPACES

1. The land shall be transferred for the sum of £1.00 subject to such encumbrances as affect the land at the date hereof.
2. The land shall be transferred with vacant possession, for an estate in fee simple in possession and with full title guarantee.
3. The transfer shall contain all such rights and easements as are necessary for the proper enjoyment of the land for its authorised use and subject to the ability of the Owner and/or NHL to grant the same without prejudicing their ability to develop their retained land in accordance with the Planning Permission.
4. The standard conditions of sale (5<sup>th</sup> edition) shall apply to any transfer made pursuant to this Agreement so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Agreement.
5. Each party shall bear its own costs and disbursements in dealing with the completion of the transfers referred to in this Schedule.

**EXECUTED as a DEED by**  
**ANTHONY STEPHEN RALPH ROPE**  
in the presence of:

)   
)  
)

  
Stewart  
Norwich

By this POWER OF ATTORNEY made by deed on 6 March 2013, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINT[S]:

CAROL ANNE SHAKESPEARE  
OPERATIONS MANAGER  
Lending Middle Office and Operations  
One Snowhill  
Queensway  
Birmingham  
B4 6GB

I certify that this is a true  
and complete copy of the  
original

*[Signature]*

FOR BARCLAYS BANK PLC  
Name AIMEE FINN  
Job Title BANK OFFICIAL  
Date 10TH OCTOBER 2013

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or
2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or
3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

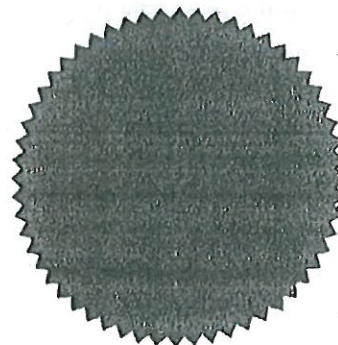
This Power of Attorney shall remain in force for twelve consecutive calendar months from the date of this Deed.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.


The Common Seal of  
Barclays Bank PLC  
was affixed in the Execution of this Deed  
in the presence of:

*[Signature]*  
Assistant Secretary  
Authorised Sealing Officer



SIGNED as a DEED by

CASHMERE  
as ATTORNEY for and on behalf of )  
BARCLAYS BANK PLC )  
in the presence of )

COATES  




EXECUTED as a DEED by )  
NORFOLK HOMES LIMITED )  
in the presence of: )

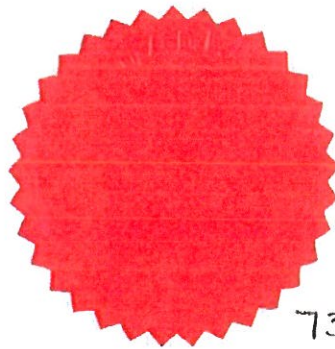
Director



Secretary



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



M. Mune

Head of Democratic Services and  
Monitoring Officer

7304

