

DATED 1st February 1995

THE BROADS AUTHORITY

- and -

OFFERDECOR LIMITED

- and -

GEORGE SMITH & SONS (BOAT BUILDERS) LIMITED

- and -

ALLIED IRISH BANKS PLC

- and -

BARCLAYS BANK PLC

A G R E E M E N T

under Section 106 of the Town and
Country Planning Act 1990 in respect
of land at Wroxham

Nicholas Hancox
Solicitor to the Broads Authority
County Hall
Martineau Lane
Norwich
NR1 2SH

THIS AGREEMENT is made the 1st day of February One thousand nine hundred and ninety-five



BETWEEN THE BROADS AUTHORITY ("the Authority") of Thomas Harvey House 18 Colegate Norwich of the first part and OFFERDECOR LIMITED ("the First Owner") whose registered office is at 123 Promenade Cheltenham Gloucestershire GL50 1NW of the second part GEORGE SMITH & SONS (BOAT BUILDERS) LIMITED ("the Second Owner") whose registered office is at Riverside Road Wroxham Norfolk NR12 8UD of the third part (and the First Owner and the Second Owner are hereinafter referred to as "the Owners") ALLIED IRISH BANKS PLC ("the First Mortgagee") whose registered office is at Bank Centre Ballsbridge Dublin 4 of the fourth part and BARCLAYS BANK PLC ("the Second Mortgagee") of Bank Plain Business Centre PO Box No 36 Bank Plain Norwich NR2 4SP of the fifth part

WHEREAS:-

- (1) The Authority is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the area within which the land shown edged red on the annexed plan ("the Land") is situated
- (2) The First Owner is the Registered Proprietor of the part of the Land edged pink on the annexed plan ("the Pink Land") and the Second Owner is the Registered Proprietor of the part of the Land edged green on the annexed plan ("the Green Land")

- (3) Application has been made (reference 94.0371) in accordance with the Act and the orders and regulations for the time being in force thereunder for planning permission to develop the Pink Land for housing ("the Development")
- (4) The obligations created by this deed are planning obligations within the meaning of Section 106 of the Act (as amended)
- (5) The obligations created by this deed are enforceable by the Authority

N O W THIS DEED WITNESSETH as follows:-

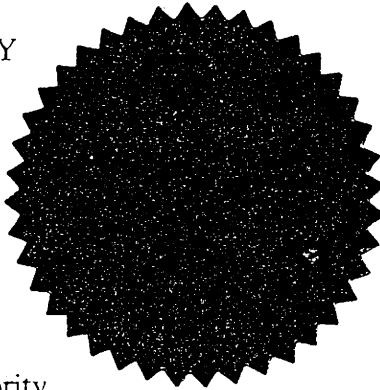
1. This Agreement is made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers
2. In the event of planning permission being granted for the Development the Owners hereby covenant with the Authority:-
 - (a) that they will not cause or permit the number of boats operating from or kept on the Land to exceed 15 within the Pink Land and 55 within the Green Land at anyone time
 - (b) that they will not cause or permit any stern on or double berth mooring of boats on the lengths of riverside shown coloured yellow on the attached plan

- (c) that within twelve months from the date of this Agreement they will implement to the satisfaction of the Authority the boatyard enhancement scheme as shown on the attached plan (being Drawing No 5123.40A)
- (d) that vehicular access to the boatyard and boatshed comprised in the Land shall be retained in the position shown coloured blue on the attached plan
- (e) notwithstanding the permissions deemed to be granted by Schedule 2 of the Town and Country Planning General Development Order 1988 ("the Order") the Land shall not be used for any development comprised in Parts 1 2 3 and 4 of Schedule 2 of the Order without the prior written agreement of the Authority
3. This instrument is executed as a Deed and is delivered on the date first before written
4. The expressions "the Authority" and "the Owners" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
5. By the execution of this Deed the First Mortgagee hereby consents to the First Owner entering into this Deed and agrees its interest in the Pink Land shall be subject to the terms of this Deed but the First Mortgagee shall not incur any liability hereunder unless it became a mortgage in possession of the Pink Land
6. By the execution of this Deed the Second Mortgagee hereby consents to the Second Owner entering into this Deed and agrees its interest in the Green Land shall be

subject to the terms of this Deed but the Second Mortgagee shall not incur any liability hereunder unless it became a mortgagee in possession of the Green Land

IN WITNESS whereof the Authority and the Owners have caused their Common Seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of
THE BROADS AUTHORITY
was hereunto affixed
in the presence of:-



Nicholas Hancock
Solicitor to the Broads Authority

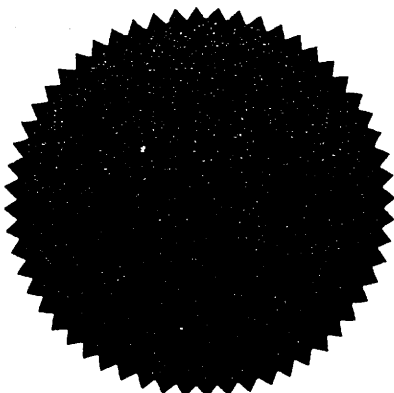
BA 191

THE COMMON SEAL of
OFFERDECOR LIMITED was hereunto
affixed in the presence of:-

Secretary

S. Oued
N. Oued

Director



THE COMMON SEAL of
GEORGE SMITH & SONS
(BOAT BUILDERS) LIMITED
was hereunto affixed in
the presence of:-

Secretary

J. S. Prophet

Director

J. S. Prophet

~~THE COMMON SEAL of~~
~~ALLIED IRISH BANKS PLC~~
was hereunto affixed in
the presence of:-

The Official Seal - U.K. of
ALLIED IRISH BANKS p.l.c.
Was hereunto affixed in the presence of

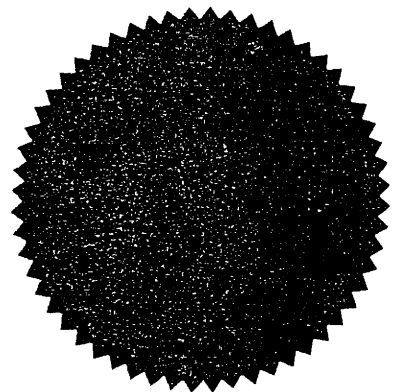
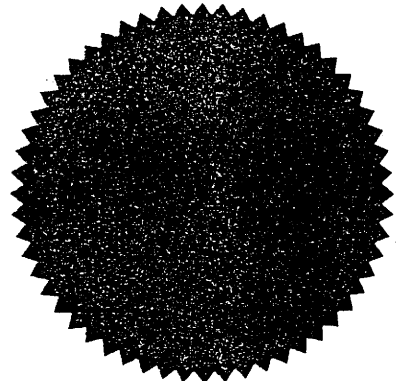
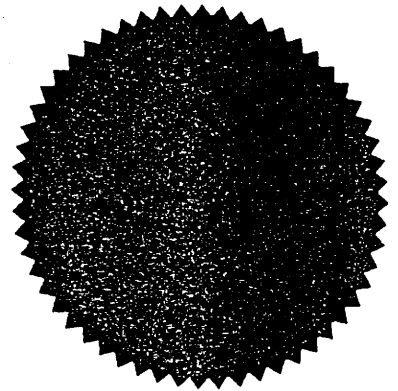
[Signature] Authorised Officer

[Signature] Authorised Officer

45/95/51

THE COMMON SEAL of
BARCLAYS BANK PLC was
hereunto affixed in the
presence of:-

[Signature]
Authorised Sealing Officer





2002

Nicholas Hancor