

DATED 20th June 2007

BROADLAND DISTRICT COUNCIL (1)

and

NORFOLK COUNTY COUNCIL (2)

and

HOPKINS HOMES LIMITED (3)

and

HSBC BANK PLC (4)

DEED OF VARIATION

Pursuant to Section 106 of the
Town and Country Planning Act 1990
and Section 111 of the Local Government Act 1972
relating to Land at St Michael's Hospital
Cawston Road Aylsham Norfolk

Broadland District Council
Thorpe Lodge
Yarmouth Road
Thorpe St Andrew
Norwich
NR7 0DU

THIS DEED OF VARIATION is made the 20th day of June 2007

BETWEEN:

- (1) BROADLAND DISTRICT COUNCIL ("the Council") of Thorpe Lodge
Yarmouth Road Thorpe St Andrew Norwich NR7 0DU; and
- (2) NORFOLK COUNTY COUNCIL ("the County Council") of County Hall
Martineau Lane Norwich NR1 2DH; and
- (3) HOPKINS HOMES LIMITED ("Hopkins Homes") (Co. Reg. No. 02875798) of
Melton Park House Melton Woodbridge Suffolk IP12 1TJ; and
- (4) HSBC BANK PLC ("the Bank") (Company registration No. 14259) 40-54-47 of
Sheffield Securities Processing Centre PO Box 3924 Sheffield S1 9BD

WHEREAS:

- (A) This Deed is supplemental to an Agreement ("the Agreement") dated 23
March 2006 and made between the Council(1) the County Council(2)
Broadland Primary Care Trust(3) Jennifer Ann Manser, The Reverend Patrick
Neil Coghlan, Dr Paul Worsley James and Rees Temple Coghlan (Trustees of
the Aylsham and District Care Trust)(4) and Wherry Housing Association
Limited(5)
- (B) Hopkins Homes are now the freehold owners of that part of the Site for the
purposes of identification shown edged red on the plan annexed hereto and
the Bank have a mortgage over that part of the Site
- (C) The parties wish to vary the Agreement in the manner hereinafter appearing

Annex 106 Agreement Plan
for St Michael's Hospital
Aylsham

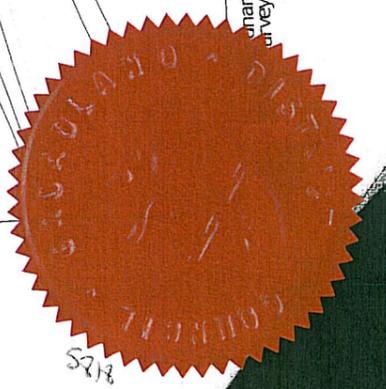


authorised to sign
on behalf of



saving

Paul Brown
Paul Brown
C.E.O.



Cutler
CHIEF EXECUTIVE

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advance
urvey

5218

NOW THIS DEED WITNESSETH as follows: -

1. The Agreement is amended as follows:-

(1) Appendix 5 of the Agreement is varied to the extent shown on the new revised Appendix 5 annexed hereto

2. Except as varied by this Deed the Agreement remains in full force and effect.

3. The Bank hereby consents to the completion of this Deed and acknowledges that from the date this Deed comes into effect that the part of the Site over which they have a legal charge shall be bound by the obligations and restrictions contained herein

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written

Executed as a Deed
by affixing the Common Seal of
Broadland District Council
in the presence of:



CHIEF EXECUTIVE

Authorised Signatory



APPENDIX 5

Affordable Housing Mix

Tenure	Beds	Type	No	Approx m2
Rent	2	Flat	8	55
Rent	2	House	4	61
Rent	2	Bungalow	2	58
Rent	3	House	8	73
Rent	4	House	2	98
S/O	2	House	4	61
S/O	2	Bungalow	2	58
S/O	3	House	6	73
80% S/E	3	House	4	73
			40	

Executed as a Deed
by affixing the Common
Seal of Norfolk County Council
in the presence of:



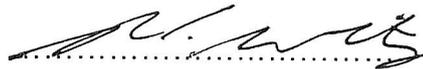
authorised to sign
on behalf of:

Authorised Signatory



Executed as a Deed
by the above named
Hopkins Homes Limited and
signed by a director and the
secretary/two directors

 Director

 Director/Secretary

IN WITNESS WHEREOF this document which is intended to take effect as a deed has
been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day
and year first above written.

SIGNED AND DELIVERED

by




Attorney of
HSBC Bank plc

in the presence of:

Witness:

Address:

Occupation

HSBC Bank plc
SHEFFIELD SECURITIES
PROCESSING CENTRE

Bank Official