

20101723.

DATED 8 December 2014

BROADLAND DISTRICT COUNCIL

- and -

WRIGHT PROPERTIES (EAST ANGLIA) LIMITED

- and -

LLOYDS BANK PLC

DEED OF VARIATION

Of an Agreement under Section 106 of the
Town and Country Planning Act 1990
relating to land at Mill Lane Felthorpe Norfolk

THIS DEED OF VARIATION is made the

8th day of December 2014

BETWEEN:-

(1) BROADLAND DISTRICT COUNCIL ("the Council") of Thorpe Lodge 1

Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU

(2) WRIGHT PROPERTIES (EAST ANGLIA) LIMITED (Co Regn No 03824693)

("the Current Owner") whose Registered Office is at 66 North Quay Great Yarmouth Norfolk NR30 1HE

(3) LLOYDS BANK PLC (Co. Regn. No. 2065) ("the Mortgagee") of Pendeford

Securities Centre Pendeford Business Park Wobaston Road Wolverhampton WV9 5HZ.....

WHEREAS:-

(1) This Deed is supplemental to a Deed dated 21 March 2011 and made under Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Original Agreement") and made between the Council (1) and Alan George Abel (2) ("the Original Owner") containing planning obligations enforceable by the Council

(2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("the Act") for the area within which the Site is located

(3) The Current Owner is the freehold owner of the Site as successor in title to the Original Owner and is accordingly bound by the terms of the Original Agreement

(4) The Site is as outlined in red on the plan annexed to this Deed ("the Revised Plan")

(5) The Mortgagee has the benefit of a legal charge dated 3 August 2012 (and registered at HM Land Registry on 7th September 2012) over the Site

(6) The Current Owner has requested the Council to agree to a variation of the terms of the Original Agreement to permit one or both of the Affordable Housing Units (as defined in the Original Agreement) to be let as Intermediate Rental Units (as defined below)

(7) The Council is prepared to agree to this request subject to the Current Owner entering into this Agreement

(8) Terms used in this Agreement have the meaning ascribed to them in the Original Agreement save as amended herein

NOW THIS DEED WITNESSES as follows:

1 This Deed is supplemental to the Original Agreement

2 The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed and shall henceforth be fully applicable to the Development and binding on the Site as varied by this Deed

3 The parties hereto agree to vary the Original Agreement as follows:

3.1 In clause 1 ("Interpretation and Definitions") the following Definitions shall be Included:

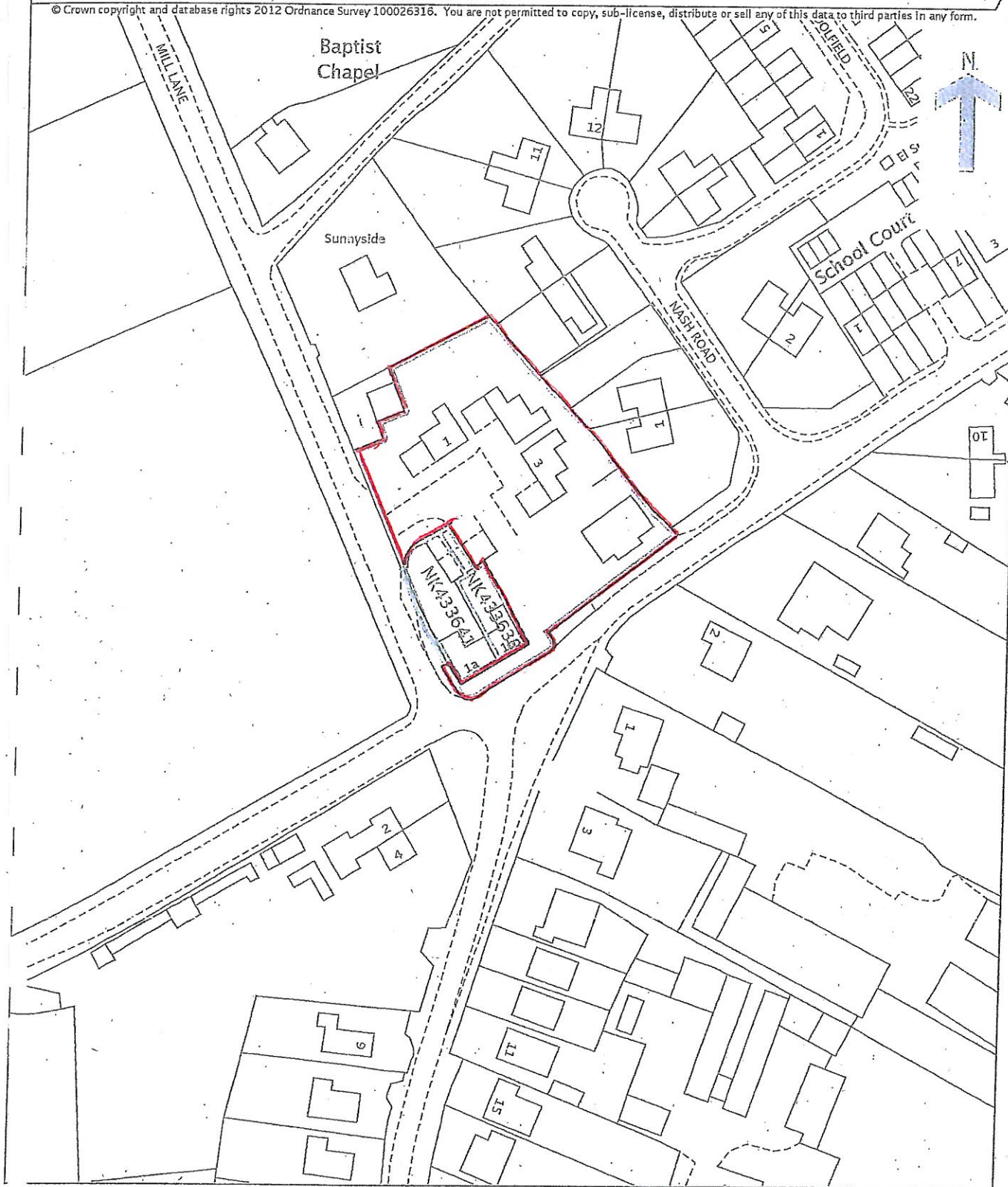
"Intermediate Rental Units" Affordable Housing Units to be available for rent at rents 20% (twenty per cent) below Market Rent inclusive of service charges"

"Market Rent" the estimated rent at which a property would be let on the date of valuation between a willing lessor and a willing lessee on appropriate tenancy terms in an arm's length transaction after proper marketing wherein the parties had acted knowledgeably prudently and without

Land Registry
Official copy of
title plan

Title number NK422142
Ordnance Survey map reference TG1617NW
Scale 1:1250 enlarged from 1:2500
Administrative area Norfolk : Broadland

© Crown copyright and database rights 2012 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



REVISED
PLAN

compulsion"

- 3.2 In clause 1 ("Interpretation and Definitions") the definition of "Plan" shall be deleted and replaced with the following definition

"Revised Plan" the land at Mill Farm Felthorpe Norfolk shown for the purposes of identification only edged red on the plan annexed to a Deed of Variation dated 8th December 2014 and marked "Revised Plan"

- 3.3 In clause 1 ("Interpretation and Definitions") the definition of "Site" shall be amended to read "the land at Mill Farm Felthorpe Norfolk shown for the purposes of identification only edged red on the Revised Plan"

- 3.4 Paragraph 1.2 of Schedule 1 of the Original Agreement shall be amended to read:

"Not to use the Affordable Housing Units for any purpose other than for Affordable Housing for rent on a weekly or monthly basis let either at Affordable Rents or as Intermediate Rental Units

- 3.5 In paragraph 1.5 of Schedule 1 to the Original Agreement the words "nor any person or body deriving title under any of them or their respective successors in title" shall be inserted after the words "(including an administrative receiver) for such mortgagee"

- 3.6 In all other respects the contents of the Original Agreement are confirmed and agreed.

- 4 The Current Owner hereby agrees to pay on or before the date of this Deed the Council's costs in connection with this Deed

- 5 This Deed is a Local Land Charge and shall be registered as such.

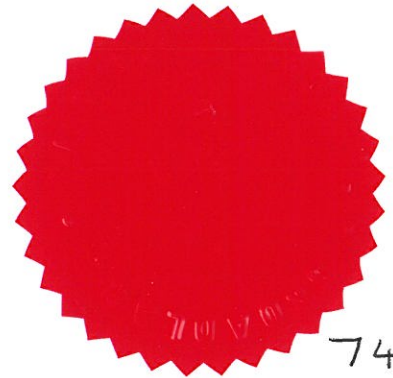
- 6 The Mortgagee consents to this Deed so that its interest in the Site shall be bound by the obligations contained in this Deed and the Original Agreement and that its security over the Site shall take effect subject to this Deed and the Original Agreement PROVIDED THAT the Mortgagee shall not be required to observe or perform the obligations in this Deed and the Original Agreement unless it takes possession of the Site.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE COMMON SEAL of
BROADLAND DISTRICT COUNCIL
Was hereunto affixed in the presence of:-

M. Mue

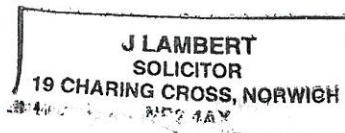
Head of Corporate Services
and Monitoring Officer



EXECUTED as a Deed by WRIGHT PROPERTIES)
(EAST ANGLIA) LIMITED ACTING BY A Director in)
the presence of :-)

97/11
A Wright

[Signature]



EXECUTED as a Deed by LLOYDS BANK PLC)
Acting by)
An Authorised Signatory in the presence of:-)

SIGNED AS A DEED	
BY ADAM PETER ROSE as authorised signatory for Lloyds Bank in the presence of (signature of witness)	} Per Pro Lloyds Bank <i>[Signature]</i>
<i>[Signature]</i> Wobaston Rd, Wolverhampton WV9 5HZ	

