

THIS AGREEMENT is made the *First* day of *July* 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 and NORTHPOINT INVESTMENTS LIMITED whose registered office is situate at 2 The Close Norwich Norfolk NR1 4DR Company Registration Number 03885922 (hereinafter called "the Owner") of the second part and HSBC BANK PLC whose registered office is situate at 8 Canada Square London E14 5HQ (hereinafter called "the Mortgagee") of the third 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) This Agreement is supplemental to an agreement dated 25th April 2001 (hereinafter referred to as "the Main Agreement") made between the Council (1) and Anthony Russell Brooks (2) as amended by a further agreement dated 5th March 2002 made between the Council (1) Overplan Services Limited (2) and Robert Paul Sibley and Kirsten Victoria Franesca Riley (3)
- (4) The Owner has acquired the Land as such expression is defined in the Main Agreement
- (5) The Owner became owner of the Land on 15 April 2002 and is successor in title to "the Land"
- (6) The Land was charged to HSBC Bank PLC by a charge dated 15 April 2002

NOW THIS DEED WITNESSES as follows:-

1. SUBJECT to the terms of this agreement and pursuant to the said Section 106 as amended the Owner the Council and the Mortgagee hereby AGREE AND DECLARE for themselves and their successors in title that the Main Agreement shall be further varied with effect from the date of this deed and shall henceforth be read and construed and shall take effect as if

the following clause was added at the conclusion of Clause 5 d) of the Main Agreement as follows

“PROVIDED THAT the provisions of this clause will not be binding against any owner or lessee of an individual dwelling or any person deriving title from them or against a mortgagee chargee or receiver of the dwellings affected by this Clause exercising a power of sale in respect of a default by the then owner of that dwelling or against any person deriving title from such mortgagee chargee or receiver PROVIDED FURTHER THAT the mortgagee chargee or receiver has:

- (a) Previously given notice to the Council of its intention to dispose of the dwelling (“the Sale Notice”); and
- (b) For a continuous period of two (2) calendar months (“the RSL Period”) from the date of the Sale Notice has offered to sell the dwelling to a registered social landlord; and
- (c) If no registered social landlord has completed the purchase of the dwelling during the RSL Period, has offered to sell the Property to the Council for a continuous period of one (1) month immediately following the RSL Period”.

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" and "the Mortgagee" 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:

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[Signature]

Head of Corporate Services and Monitoring Officer

5423

EXECUTED as a Deed by
NORTHPOINT INVESTMENTS
LIMITED acting by a Director
and its Secretary

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Director

[Signature]

Secretary

[Signature]

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

JEREMY DAVID LAMPITT

[Signature]

Attorney of
HSBC Bank plc

in the presence of:

[Signature]
T Dickens

Witness:

Address:

Occupation:

HSBC Bank plc
Birmingham Securities Processing Centre
PO Box 8042
Birmingham
B2 4NQ