

Dated this 8th day of October 2009

BETWEEN-

- (1) NIGHTINGALE PREMIER (SOUTH) CARE HOMES LIMITED
- (2) BROADLAND DISTRICT COUNCIL
- (3) NORFOLK COUNTY COUNCIL
- (4) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

relating to land and premises known as
The Old Winery Site
Chapel Street Cawston Norfolk NR10 4RJ

SECOND DEED OF VARIATION

relating to an original Deed of Planning Obligation
dated 16th March 2004 and a
Deed of Variation dated 23rd July 2008

THIS SECOND DEED OF VARIATION is made the ^u8th day of October 2009

BETWEEN:-

- (1) BROADLAND DISTRICT COUNCIL ("the Council") of Thorpe Lodge Yarmouth Road Norwich NR7 0DU (hereafter called "the Council")
- (2) NIGHTINGALE PREMIER (SOUTH) CARE HOMES LIMITED incorporated and registered in England and Wales with company number 06057122 whose registered office is at 20 Roke Road, Kenley, Surrey, CR8 5DY (hereafter called "Nightingale")
- (3) NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich NR1 2SG (hereafter called "the County Council")
- (4) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND of 36 Queen Street, London. EC4R 1HJ (hereafter called "the Mortgagee")

WHEREAS:-

- (1) This Deed is intended to be supplemental to a Deed dated the 16th March 2004 (the Original Agreement) as varied by a Deed dated 23rd July 2008 (the First Deed of Variation)
- (2) The Council is a 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 County Council is a Local Planning Authority for the purposes of the Act and is also highway authority for the area and was a party to the Original Agreement and the First Deed of Variation
- (4) An application dated 29th August 2008 bearing reference number 20081269 ("the Second Application") was submitted to the Council in accordance with the Act for variation of the planning permission issued by the Council under number 20021087 ("the First Planning Permission")

- (5) The application site relating to the Second Application under reference number 20081269 is shown edged red on the Plan ("the Site") and the application site relating to the First Planning Permission is shown edged with an interrupted blue line on the Plan
- (6) The Council resolved to grant planning permission ("the Second Planning Permission") in accordance with the Second Application subject to Nightingale and the Mortgagee entering in to this Second Deed of Variation
- (7) Nightingale are now the freehold owners of the Site and the Mortgagee holds a charge over the Site and has joined into this Second Deed of Variation to confirm its consent to its terms

NOW THIS DEED WITNESSES as follows:-

1. This Second Deed of Variation is made pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended)
2. Words and expressions defined in the Original Agreement and the First Deed of Variation have the same meanings in this Second Deed of Variation except to the extent that they are expressly varied by this Deed
3. The terms and conditions of the Original Agreement and First Deed of Variation shall remain in full force and effect except as varied by this Deed and shall henceforth be fully applicable to the development in accordance with the Second Planning Permission and binding on the Site and/or successors in title and all persons deriving title thereunder as varied by this Deed
4. Nightingale shall pay the Council and County Council's reasonable legal costs for the preparation and completion of this Deed.
5. The Mortgagee acknowledges and declares that this Deed has been entered into by Nightingale with its consent and that the Site shall be bound by the obligations contained in the Original Agreement and First Deed of Variation as varied by this

Deed and that the security of the mortgage over the Site shall take effect subject to

the Original Agreement as varied by the First Deed of Variation and this Deed provided that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as it it were a person deriving title from Nightringale.

6. This Deed is to be governed by and interpreted in accordance with the law of England and Wales

HEAD OF CORPORATE SERVICES
& MONITORING OFFICER

7. The parties hereto agree to vary the Original Agreement as follows:-

7.1 the definition of "the Application" in the Original Agreement shall be amended and replaced by the words "the planning application reference no. 20021087 and the subsequent application for reserved matters reference no. 20041642 and 20071757 and the subsequent application reference no. 20081269"

7.2 The covenants obligations and stipulations contained in the Original Agreement shall remain in full force and effect and shall apply to the Site upon implementation of the Second Planning Permission

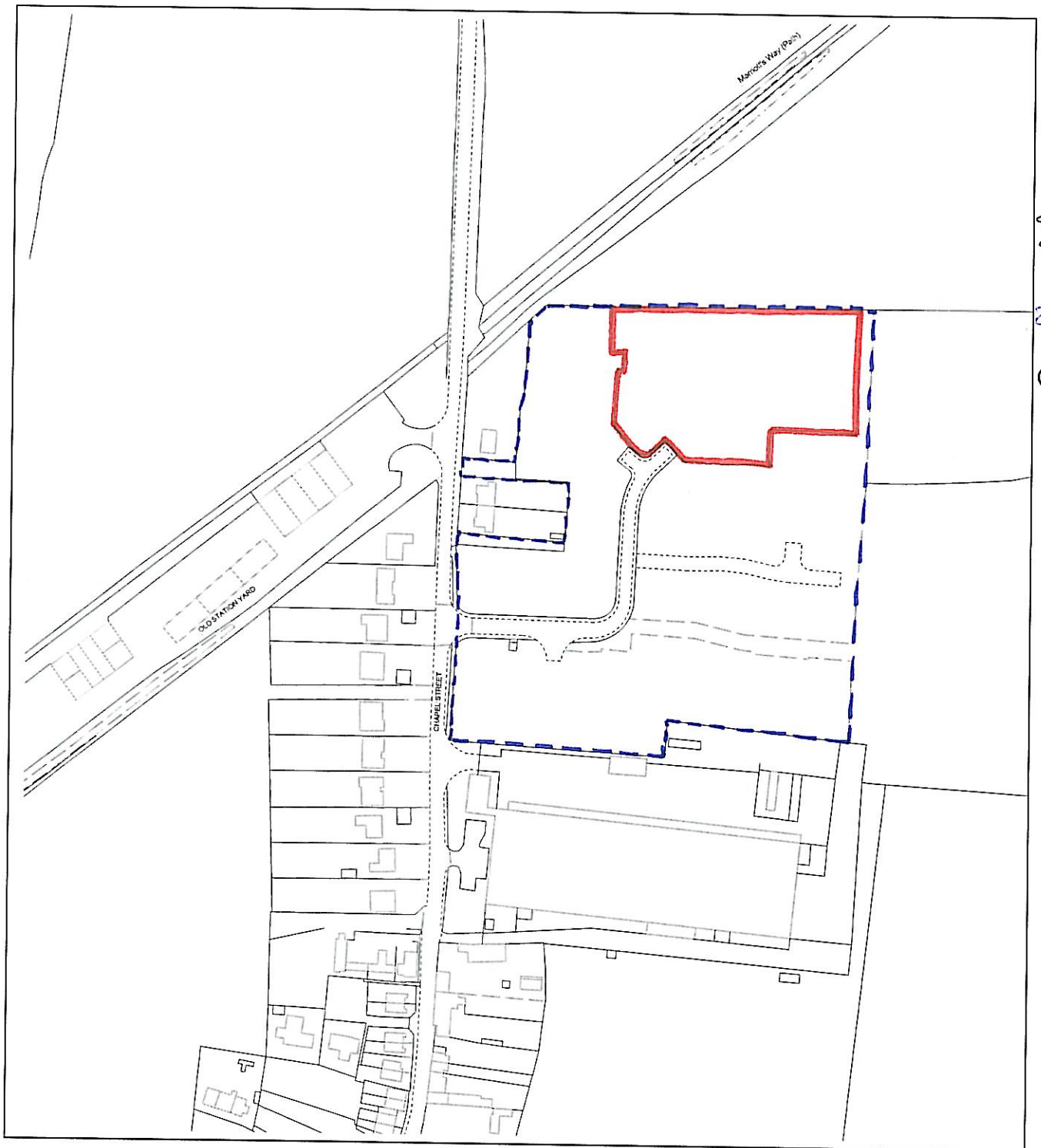
8. In the event that the Site is developed pursuant to the Second Planning Permission then the Original Agreement shall be further varied as follows:

8.1 the definition of "Affordable Units" "Local Connection and Housing Need" and "Local Reference Rent" shall be deleted and the following definitions be added:-

"Affordable Units" seven units of housing within the meaning of Social Housing as defined in Section 68 of the Housing and Regeneration Act 2008 which housing is located within the land shown edged red on the Plan

"Home Option Scheme" the scheme through which individuals can register and apply for social housing, shared ownership, key worker housing and access other housing options in areas of Norfolk within the responsibility of Broadland District Council, Norwich City Council and South Norfolk District

NORTHGATE SE GIS Print Template



Handwritten notes and signatures in the top right corner, including a signature, 'RM', '6061', and a circled '3'.

SCALE 1:2500

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Council.

"Local Lettings Policy" the order in which the Affordable Units are to be allocated and which is set out under the title "Local Lettings Policy" at Appendix 1 to this Deed as amended from time to time

"Local Housing Allowance" means the maximum rent which would be prescribed from time to time by the Tenant Services Authority if the Affordable Units were owned or managed by a Registered Social Landlord registered pursuant to the Housing Act 1996 or a registered provider registered under Section 111 of the Housing and Regeneration Act 2008 or in default thereof such other rent as the Council shall reasonably determine as affordable by persons who are Qualifying Occupiers

"Qualifying Occupiers" in relation to any person housed in the Affordable Units, any person who is registered with the Council's Home Option Scheme and over 55 years old

- 8.2 The Local Lettings Policy contained in Schedule 1 to this Deed shall be added as Appendix 1 to the Original Agreement
- 8.3 The words "with Local Connection and Housing Need" on the second line of Clause 12.2.1 shall be deleted and replaced with "who are Qualifying Occupiers."
- 8.4 Clause 12.2.2 shall be deleted
- 8.5 The words "shall be no person with Local Connection and Housing Need" in Clause 12.2.3 shall be deleted and replaced with "are no Qualifying Occupiers"

APPENDIX 1

Local Lettings Policy for The Old Winery Site, Cawston

1. Nomination Rights Policy

1.1 The Policy will apply to all categories of properties on the basis of 100% of all lettings for the first 80 years.

1.2 The Council and the Association are both committed to eradicating double scrutiny of nominated households for general needs accommodation. They are also agreed on the move away from a pool nomination system to a direct nomination system where a maximum of 2 households will be nominated in priority order for any letting other than those designated as hard to let where a maximum of 3 households will be nominated

2. Allocations will be made to applicants on the Common Housing Register managed and maintained by Broadland District Council on the following priority basis:

2.1 Residents of Cawston who have lived in the Parish for a total of at least 3 of the last 10 years.

2.2 Former residents of Cawston who have had their main home in the Parish for 3 of the last 10 years.

2.3 Households who need to move to the parish of Cawston to give/receive support from family/relatives.

2.4 Residents of the adjacent parishes of Marsham, Aylsham, Oulton, Heydon, Salle, Booton, Brandiston, Haveringland who have lived in these parishes for the last three years.

2.5 People working in the parish of Cawston who have done so for a year or more.

2.6 Residents of Cawston who have lived in the parish for less than three years.

2.7 Residents of the adjacent parishes of Marsham, Aylsham, Oulton, Heydon, Salle, Booton, Brandiston, Haveringland who have lived in these parishes for less than 3 years.

2.8 Residents of the adjacent parishes of Blickling, Burgh and Tuttington, Brampton, Hevingham, Felthorpe, Swannington, Alderford, Great and Little Witchingham, Reepham, Wood Dalling who have lived in these parishes for the last three years.

2.9 Residents of the parishes of Blickling, Burgh and Tuttington, Brampton, Hevingham, Felthorpe, Swannington, Alderford, Great and Little Witchingham, Reepham, Wood Dalling who have lived in these parishes for less than 3 years.

2.10 Residents of Broadland District

2.11 Any other person

3. Administrative Procedure for Nominations

3.1 The administrative procedure for nominations shall be in accordance with the operational procedures of the Home Options Choice Based Lettings as amended from time to time or in accordance with alternative procedures as the Council and the Owner shall agree between them.

- 8.6 The words "at the Local Reference Rent" in Clause 12.3 shall be deleted and replaced with "in accordance with the Local Housing Allowance"
- 8.7 The words in Paragraph 2 of the Schedule shall be deleted and replaced with "If there are no Qualifying Occupiers after 21 days from the date of Nightingale notifying the Council in accordance with paragraph 1 above, Nightingale shall notify the Council of this. The Council will then nominate to Nightingale prospective tenants who meet elements of the Qualifying Occupier criteria".
- 8.8 The words "paragraph 1" shall be deleted from Paragraph 4 of the Schedule and replaced with "paragraph 2".

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

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

M. Munn
**HEAD OF CORPORATE SERVICES
& MONITORING OFFICER**



6219.

THE COMMON SEAL of
NORFOLK COUNTY COUNCIL
was hereunto affixed in the presence of:-

HEAD OF LAW



SIGNED AS A DEED by
NIGHTINGALE PREMIER (SOUTH) CARE HOMES LIMITED
acting by:-

Director



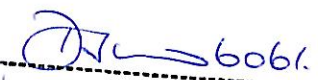
Director/Secretary

SIGNED AS A DEED by
THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
acting by:-


Director

Director/Secretary

The Common Seal of the
Governor & Company of
Bank of Ireland was
affixed hereto in the
presence of



Authorised Signatory 7.9/01



Authorised Signatory