

**Deed of variation under Section 106 of the Town and
Country Planning Act 1990**

Relating to Land at Brundall Bay Marina, Brundall,
Norwich NR13 5PN

Dated: *22nd September* 2015

The Broads Authority (1)

Brundall Bay Marina Limited (2)

Svenska Handelsbanken (3)

THIS DEED OF VARIATION is made the

22nd day of September 2015

PARTIES:

- (1) The Broads Authority of Yare House, 62-64 Thorpe Road, Norwich, Norfolk, NR1 1RY ("the Authority")
- (2) Brundall Bay Marina Limited (Co. Reg. No. 4545076) whose registered office address is Tingdene, Bradfield Road, Finedon Road Industrial Estate, Wellingborough, Northamptonshire, NN8 4HB (the 'Owners')
- (3) Svenska Handelsbanken (incorporated in Sweden) (UK Co. Reg. No. FC014392) whose registered office address is 3 Thomas More Square, London E1W 1WY ("the Mortgagees")

WHEREAS:-

- (1) This Deed is supplemental to a Deed dated 19th October 1990 and made under Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Original Agreement") and made between the Authority (1) and Broads Tours Limited (2) containing planning obligations enforceable by the Authority.
- (2) The Authority 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 Land is located
- (3) The Owners are the freehold owner of the Land registered with the Land Registry under title number NK303358 and the Mortgagees have a charge registered against the Land dated 11 February 2015
- (4) The Land is as defined in the Original Agreement
- (5) An application to the Authority was made to modify the Original Agreement bearing reference number BA/2015/0097/OTHER and dated 11th March 2015 ("the Second Application")

(6) The Authority has decided to approve the Second Application subject to the Owners and the Mortgagees entering in to this Deed which is a planning obligation made pursuant to s.106 and s.106A of the Act

(7) Terms used in this Deed 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 planning permission approved under reference 89.1440 and binding on the Land.

3 The parties hereto agree to vary the Original Agreement by deleting the following:

3.1 Condition 2 (ii) (a) through to (d)

3.2 Condition 3 (i)

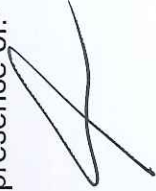
3.3 In all other respects the contents of the Original Agreement are confirmed and agreed.

4 The Owners hereby agrees to pay on or before the date of this Deed the Authority's costs in connection with this Deed.

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

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

THE COMMON SEAL of
THE BROADS AUTHORITY
Was hereunto affixed
In the presence of:-



BAISED


SUBJECT TO THE
AUTHORITY

Executed as a deed by BRUNDALL BAY MARINA LIMITED

.....
Director

.....
Director/Secretary

Executed as a deed on behalf of
SVENSKA HANDELSBANKEN AB (publ)
a public banking Company incorporated in Sweden by



and 

being persons who, in accordance with the laws of that territory, are acting under the authority of the Company.