 THIS PLANNING OBLIGATION is made the 25th day of January
One thousand Nine hundred and Ninety-~~five~~^{six} BETWEEN BROADLAND DISTRICT
COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St. Andrew in the County of
Norfolk (hereinafter called "the Council") of the first part DOW-NELL
CONSTRUCTION LIMITED whose Registered Office is situate at Deal House Wales
Street Rothwell in the County of Northamptonshire (hereinafter called "the Owner") of the
second part and LLOYDS BANK PLC of 2 Market Street Kettering in the said County of
Northamptonshire (hereinafter called "the Bank") of the third part.

WHEREAS:-

- (1) This Agreement is supplemental to an Agreement dated the 27th day of July 1992 made between the same parties hereto in the same order
- (2) The obligations imposed by this Deed are planning obligations for the purposes of Section 106 of the Town & Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991
- (3) The Council is the Local Planning Authority by whom these obligations are enforceable
- (4) The Owner is seised in fee simple absolute in possession of the property known as Rackheath Hall Rackheath Norfolk (hereinafter called "the Property") shown edged red on the plan annexed hereto (hereinafter referred to as "the Plan") subject to those matters contained or referred to in the Charges Register of Title Number NK108706 but otherwise free from incumbrances
- (5) By a Legal Charge made the Fourteenth day of June One thousand Nine hundred and Ninety-one the Property was charged by way of legal mortgage to the Bank to secure the monies therein mentioned
- (6) The Owner applied to the Council under reference number 95.0315 for planning permission for development to be carried out on the Property
- (7) The Council the Owner and the Bank have agreed subject to planning permission being granted in consequence of the aforesaid application to enter into this planning obligation pursuant to the said Section 106 as amended

NOW THIS DEED WITNESSETH as follows:-

1. Subject to planning permission being granted in consequence of application number 95.0315 and pursuant to the said Section 106 as amended the Owner and the Bank hereby jointly and severally **AGREE DECLARE AND COVENANT** for itself and its successors in title with the Council that from the date on which the aforesaid planning permission shall be granted the Property shall be permanently subject to the obligations specified in the Schedule hereto **PROVIDED THAT** the Bank shall only be personally liable hereunder when it is Mortgagee in Possession of the Property
2. The expressions "the Council" "the Owner" and "the Bank" shall where the context so admits include their respective successors in Title and assigns
3. This document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

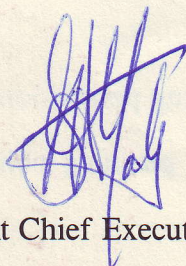
IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written

THE SCHEDULE referred to

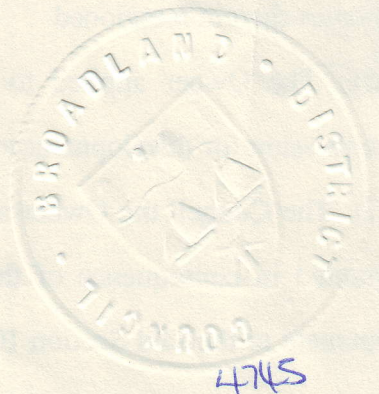
1. Subject to the exception contained in Clause 2 hereof not in any way to implement the planning permission granted in consequence of application number 95.0315 until completion of the restoration of the main building in accordance with the planning permission granted in consequence of application number 91.1647 and the Listed Building consent granted in consequence of application number 91.1648.
2. The commencement and completion of the foundation works and drainage works associated with the development permitted in consequence of application number 95.0315 are excepted from the obligation contained in Clause 1 hereof.

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

}

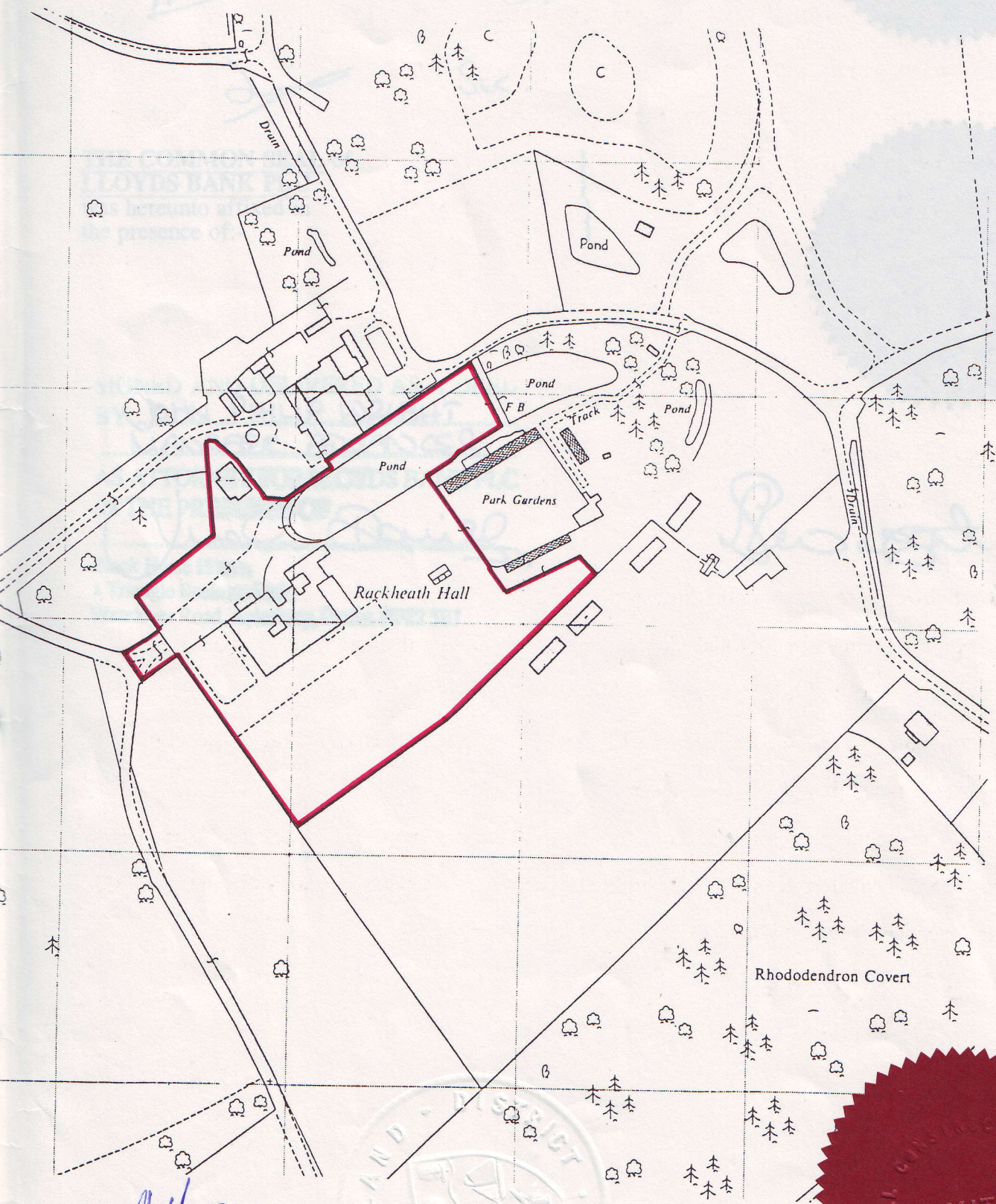


Assistant Chief Executive and Solicitor to the Council

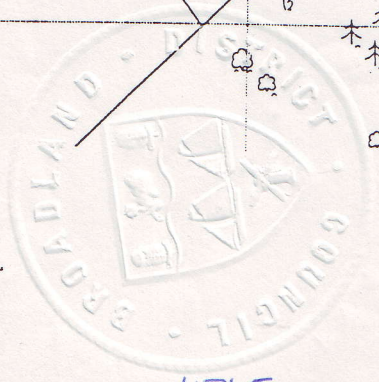


Swain

THE COMMON SEAL of DOW-NELL
CONSTRUCTION LIMITED was hereto
affixed in the presence of:



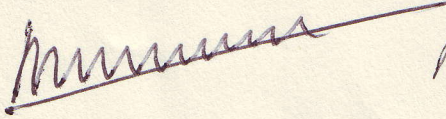
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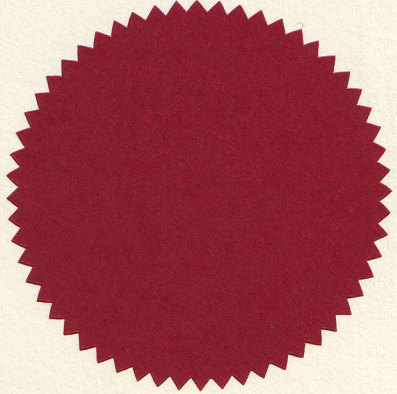
THE COMMON SEAL of DOW-NELL
CONSTRUCTION LIMITED was hereunto
affixed in the presence of:-

 *Director*

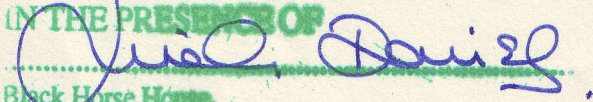


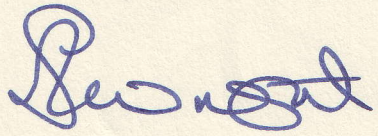
 *Sec.*

THE COMMON SEAL of
LLOYDS BANK PLC
was hereunto affixed in
the presence of:-



SIGNED AND DELIVERED AS A DEED
BY JOHN PHILIP WRIGHT
MANAGER ADVANCES
AS ATTORNEY FOR LLOYDS BANK PLC
IN THE PRESENCE OF


Black Horse House,
1 Triangle Business Park,
Wendover Road, Aylesbury, Bucks. HP22 5BJ



DATED 25th January 1996

BROADLAND DISTRICT COUNCIL

- and -

DOW-NELL CONSTRUCTION LIMITED

- and -

LLOYDS BANK PLC

PLANNING OBLIGATIONS

under Section 106 of the Town &
Country Planning Act 1990 as
amended by Section 12 of the
Planning and Compensation Act,
1991, relating to Rackheath Hall,
Rackheath, Norfolk.

STEELE & CO.,
2 The Norwich Business Park,
Whiting Road,
Norwich,
NR4 6DJ

Ref. DEL/9501-255T