

T H I S D E E D is made the 24th day of October
One Thousand Nine Hundred and Ninety-One BETWEEN THE COUNTY
COUNCIL OF NORFOLK of County Hall Martineau Lane Norwich NR1
2DH (hereinafter called "the County Council") of the first
part BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road
Thorpe St. Andrew in the County of Norfolk NR7 ODU
(hereinafter called "the District Council") of the second part
and J SAINSBURY plc whose Registered Office is situate at
Stamford House Stamford Street London SE1 9LL (hereinafter
called "Sainsburys") of the third part

WHEREAS:-

- (1) This Deed is supplemental to:-
 - (i) an Agreement (hereinafter called "the Agreement") dated the Twenty-Ninth day of March One Thousand Nine Hundred and Eighty-Eight and made between the same persons as are parties to this Deed and in the same order
 - (ii) a Deed of Variation (hereinafter called "the Deed of Variation") dated the Twenty-First day of October One Thousand Nine Hundred and Eighty-Eight and made between the same persons as are parties to this Deed and in the same order
- (2) Sainsburys are desirous of changing the permitted use of one of the small shops as proposed in the Planning Permission referred to in the Agreement as varied by the Deed of Variation
- (3) In the light of Sainsburys' fresh proposals the parties hereto have agreed to vary the provisions of the Agreement as amended by the Deed of Variation in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. FROM the date hereof the Agreement as varied by the Deed of Variation shall at all times be read construed and take effect as though in the first line of clause 1(i) of the Agreement as varied by the Deed of Variation the word "five" was replaced by the word "four" and after the words "1,000 square feet in area" the word "and" was replaced with the word "a" and after the words "3,000 square feet in area" the words "and one business unit of 1,000 square feet gross area for use under either Class A1 or Class A2 of the Town & Country (Use Classes) Order 1987" were inserted. For the avoidance of doubt the meaning hereafter ascribed to "the small shops" in clause 1(i) of the Agreement is as follows:-

"'the small shops' means four small shops each of 1,000 square feet gross area a. supermarket cafe not exceeding 3,000 square feet in area as proposed in the Planning Permission and one business unit of 1,000 square feet gross area for use under either Class A1 or Class A2 of the Town and Country (Use Classes) Order, 1987"

2. AS varied as aforesaid the Agreement as varied by the Deed of Variation and each and every clause thereof shall continue of full effect and be binding on the respective parties thereto

3. NOTHING in this Agreement shall imply or warrant that the small shops may be used for the purpose herein authorised (or any purpose subsequently authorised) under the Planning Acts

4. 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 Common

Seals to be hereunto affixed the day and year first before
written

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

Ch. S. P. Lander
County Solicitor



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

[Signature]
Director of Administration



THE COMMON SEAL of J SAINSBURY plc)
was hereunto affixed in the presence)
of:-)

Authorised Signatory:

For and on behalf of
J Sainsbury plc
Secretary:



Peter Boon
[Signature]
ASSISTANT

DATED 24th October 1991

NORFOLK COUNTY COUNCIL

and

BROADLAND DISTRICT COUNCIL

and

J.SAINSBURY PLC

SUPPLEMENTAL DEED OF VARIATION

Relating to Land at Pound Lane,
Thorpe St. Andrew, Norfolk.

B.A.Yates,
Director of Administration,
Broadland District Council,
Thorpe Lodge, Yarmouth Road,
Thorpe St. Andrew,
Norwich, NR7 ODU.