

DATED 20 July

1999

- (1) J J B SPORTS PLC
- (2) GRANTCHESTER INVESTMENT
PROPERTIES COMPANY LIMITED
- (3) PRUDENTIAL TRUSTEE COMPANY
LIMITED

DEED OF UNILATERAL UNDERTAKING
pursuant to Section 106 of the Town and
Country Planning Act 1990

SPROWSTON RETAIL PARK SALHOUSE
ROAD NORWICH

McGuinness Finch

Deed of Unilateral Undertaking pursuant to
Section 106 of the Town and Country Planning Act 1990

in favour of Broadland District Council

relating to land known as Unit 4 and Unit 11
Sprowston Retail Park Salhouse Road Norwich

Date 20 July

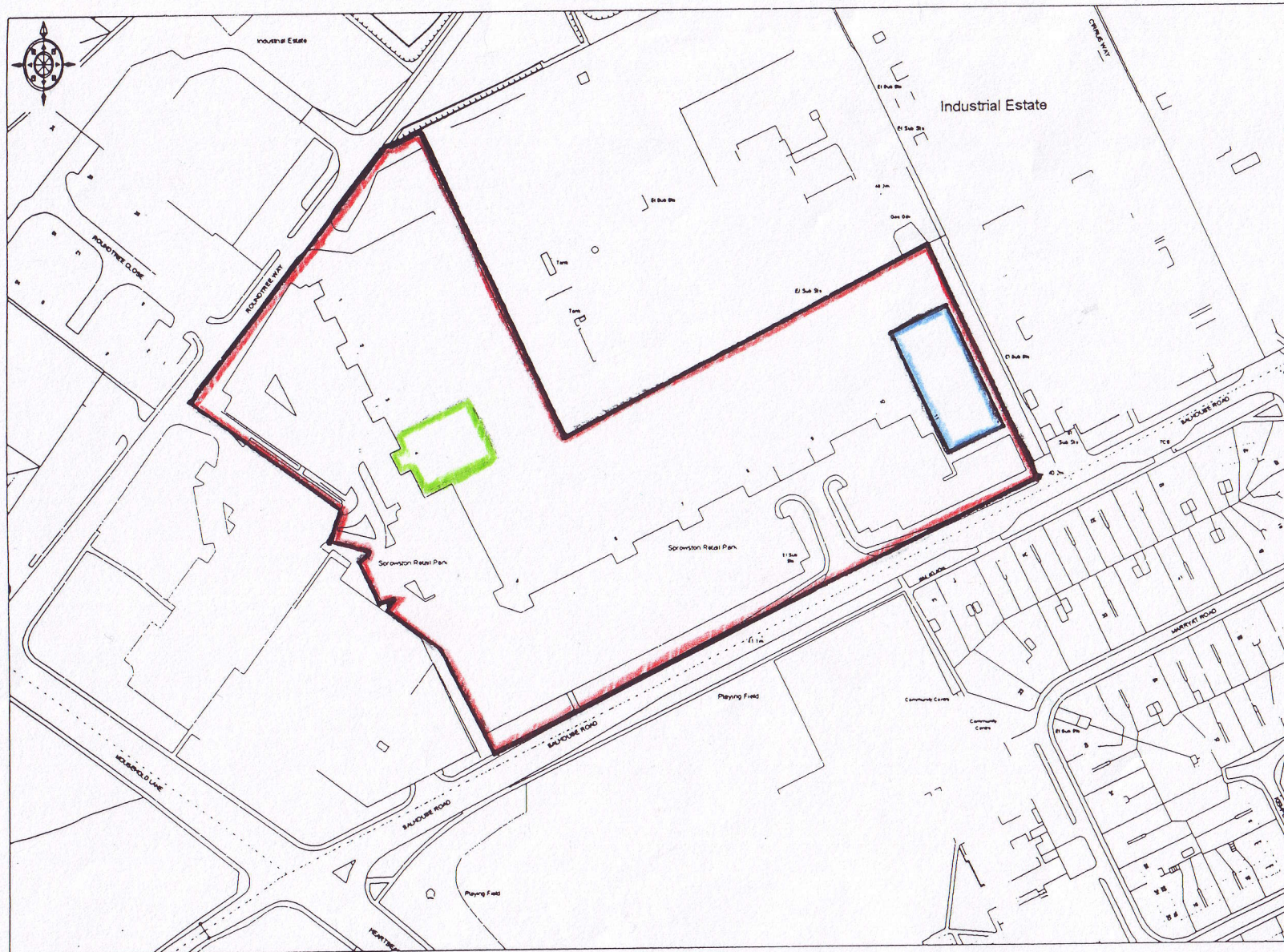
1999

This Deed is entered into by J J B SPORTS PLC whose registered office is at Martland Park Challenge Way Wigan WN5 0LD ("the Lessee") GRANTCHESTER INVESTMENT PROPERTIES COMPANY LIMITED whose registered office is at Holgate Court Western Road Romford Essex RM1 3JS London ("the Owner") and PRUDENTIAL TRUSTEE COMPANY LIMITED whose registered office is at Laurence Pountney Hill London EC4R 0EU ("the Mortgagee")

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Deed the following expressions shall have the following meanings set out below:-

"1990 Act"	the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991
"Application"	the planning application for the Development dated 1 April 1999 submitted by the Owner to the Council and bearing LPA reference 990377
"Commence Commenced and Commencement"	the carrying out by the Owner of a change of use of the First Site to use as a food sales unit
"Council"	Broadland District Council
"Deed"	this Deed of Undertaking
"the Development"	the variation of condition 4 of the 1994 Permission to permit the use of the First Site for food sales by the grant of the Permission whether or not subject to conditions
"the First Site"	all that land known as Unit 4 Sprowston Retail Park Salhouse Road Norwich



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Handwritten signatures and notes in blue ink.

Handwritten signature in blue ink.

CHARTERED SURVEYORS
**LITMAN
ROBESON**
CHARTERED TOWN PLANNERS

**L&R1
Site Location Plan**

**Sprowston Retail Park,
Norwich.**

March 1999

	shown for identification purposes only edged green on the Site Plan
"the Permission"	planning permission for the Development granted by the Council pursuant to the Application
"the 1994 Permission"	planning permission dated 4 August 1994 to develop the Site to provide retail development (Class A1 and A3) modifications to Sainsbury Homebase garden centre car parking area under LPA reference PP940717
"the Second Site"	all that land known as Unit 11 shown for identification purposes only edged blue on the Site Plan
"the Site"	all that land known as Sprowston Retail Park Salhouse Road Norwich shown for identification purposes only edged red on the Site Plan
"Site Plan"	the attached plan marked "site location plan"
"Working Days"	any day(s) upon which banks in the City of London are open to the general public

1.2 Unless there is something in the subject or context inconsistent with it:-

- 1.2.1 references in this Deed to the Council shall include reference to its statutory successors as a local planning authority
- 1.2.2 references in this Deed to the Owner shall include reference to its successors in title and persons claiming through or under it
- 1.2.3 references in this Deed to the Lessee shall include reference to its successors in title and persons claiming through or under it
- 1.2.4 references in this Deed to the Mortgagee shall include reference to its successors in title and persons claiming through or under it
- 1.2.5 words denoting any one gender only shall include both other genders and may be used interchangeably and words denoting natural persons include firms companies incorporations and vice-versa
- 1.2.6 words importing the singular number only shall include the plural number and vice-versa

- 1.2.7 any reference to a statute or statutory instrument (whether or not specifically named) shall include any statutes or statutory instrument amending consolidating or replacing them respectively and for the time being in force and references to a statute include all statutory instruments orders plans regulations bylaws permissions and directions for the time being made issued or given or deriving validity from them
- 1.2.8 reference to a clause or schedule is to a clause or schedule in this Deed and the clause titles or headings appearing in this Deed are for reference only and shall not affect the construction of this Deed
- 1.2.9 words denoting an obligation on any party to this Deed to do any act matter or thing include an obligation to procure that it be done and words placing any party under a restriction include an obligation not to permit or allow infringement of the restriction

2. RECITALS

- 2.1 The Owner is the freehold owner of the First Site and the Second Site
- 2.2 The Lessee is the leasehold owner of the Second Site
- 2.3 The Mortgagee is the mortgagee of the First Site and the Second Site
- 2.4 The Owner on 1st April 1999 submitted the Application
- 2.5 The Council may have been disposed to refuse planning permission for the Application on the grounds that the Development may if Commenced offend the Council's policies for restricting the extent of food sales on the Site but accepts that its concern is capable of being addressed by the Owner and the Lessee covenanting not to operate a food facility from the Second Site
- 2.6 In order to address the Council's concerns the Owner and the Lessee have agreed to execute this Deed and to undertake not to use the Second Site for food sales

3. OPERATIVE PROVISIONS

- 3.1 The obligations entered into by the Owner and the Lessee in Clause 5 are planning obligations and are made pursuant to Section 106 of the 1990 Act and are enforceable by the Council under the 1990 Act

4. CONDITIONS

- 4.1 The conditions referred to in clause 5 are:-
- 4.1.1 the grant of the Permission by the Council
- 4.1.2 the Commencement of the Development
- 4.1.3 the receipt of confirmation in writing from the Council agreeing:-
- 4.1.3.1 that save in respect of liability for any prior breach of this Deed the Owner and

the Lessee and the Mortgagee shall upon parting with its or their interest in any part of or the whole of the First Site or the Second Site respectively be released from all obligations rights and duties under the terms of this Deed insofar as they are referable to the ownership of or relate to such part of the First Site or the Second Site in the case of a partial disposal to the extent only of such partial disposal and in the case of a total disposal entirely save in either case insofar as it relates to a relevant prior breach of this Deed Provided for the avoidance of doubt that any release under this clause shall not release a successor in title to the Owner or the Lessee or the Mortgagee unless or until such successor also parts with part of or the whole of their interest in the First Site or the Second Site in which case the provisions of this clause 4.1.3.1 shall operate in an identical manner to those set out earlier in this said clause 4.1.3.1

- 4.1.3.2 that this Deed shall be treated as revoked and be of no further effect if the Permission shall lapse without having been Commenced or shall be revoked or modified by the Council under Section 97 of the 1990 Act other than at the request of the Owner or if another planning permission is implemented on the First Site which is inconsistent with or renders impossible the delivery of the Development
- 4.1.3.3 that the Mortgagee consents to the making of the obligation in this Deed and acknowledges that the Second Site shall be bound by it

5. OBLIGATIONS OF THE OWNER AND THE LESSEE

Subject to the satisfaction of the conditions referred to in Clause 4 the Owner and the Lessee hereby covenant with the Council:

5.1 The Second Site

5.1.1 Not to use the Second Site for food sales

IN WITNESS whereof this deed has been executed by the parties hereto the day and year first before written

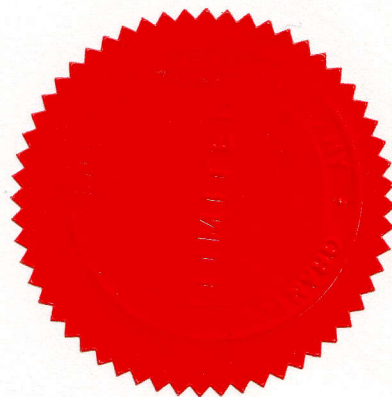
EXECUTED as a Deed (but not delivered)
until the date hereof) by affixing the)
Common Seal of GRANTCHESTER)
INVESTMENT PROPERTIES COMPANY)
LIMITED in the presence of:-)

99/39

Director

Secretary

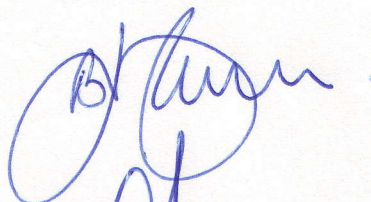



EXECUTED as a Deed (but not delivered)
until the date hereof) by affixing the)
Common Seal of J J B SPORTS PLC in the)
presence of:-)

Director

Secretary

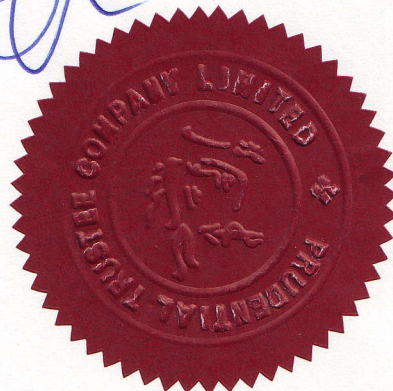


EXECUTED as a Deed (but not delivered)
until the date hereof) by affixing the)
Common Seal of PRUDENTIAL TRUSTEE)
COMPANY LIMITED in the presence of:-)

Director

Secretary





please also sign

Sealing Officer