

DATED 1 December 1998

NORFOLK COUNTY COUNCIL

- and -

BROADLAND DISTRICT COUNCIL

- and -

SAINSBURY'S SUPERMARKETS Ltd.

SUPPLEMENTAL DEED OF VARIATION

relating to land at Pound Lane,
Thorpe St. Andrew,
Norfolk.

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

Ref. DEL/9800-3994

THIS PLANNING OBLIGATION is made the 1st day of December One thousand Nine hundred and Ninety-eight **BETWEEN THE COUNTY COUNCIL OF NORFOLK** of County Hall Martineau Lane Norwich NR1 2DH (hereinafter called "the County Council") of the first part and **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge Yarmouth Road Thorpe St. Andrew in the County of Norfolk (hereinafter called "the Council") of the second part and **SAINSBURY'S SUPERMARKETS Ltd** whose Registered Office is situate at Stamford House Stamford Street London SE1 9LL (hereinafter called "Sainsburys") of the third part

WHEREAS:-

- (1) This Agreement 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 County Council the District Council and J Sainsbury plc
 - (ii) Deeds of Variation dated respectively the Twenty-first day of October One thousand Nine hundred and Eighty-eight; the Twenty-fourth day of October One thousand Nine Hundred and Ninety-one and the Second day of March One thousand Nine hundred and Ninety-five and made between the same parties to the Agreement and in the same order
- (2) Sainsburys are desirous of extending its supermarket situate at Pound Lane Thorpe St. Andrew ("the supermarket") (which expression in this obligation includes any future extension of the present supermarket) as proposed in planning application 980004
- (3) In the light of Sainsburys' fresh proposals the parties hereto have agreed to vary the provisions of the Agreement as amended by the Deeds of Variation in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. Subject to planning permission being granted in consequence of application number 980004 the parties hereto agree that from the commencement (as defined by section 56(2) of the Town & Country Planning Act 1990) of the development permitted by the aforesaid planning permission other than by any archaeological works demolitions diversions of

services and site or soil investigations or the construction of any land fill gas works or the erection of hoardings and fences the Agreement shall be read and construed as if clauses 4.6.1. 4.6.2. and 4.6.3. therein were deleted and the following clauses were substituted therefor

4.6.1. The supermarket shall operate with a net retail floor space (inclusive of all checkout areas) not exceeding 4,615.6 square metres

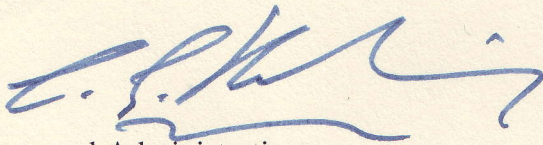
4.6.2. Not more than 1,486 square metres of the supermarket shall be used for the sale of non-convenience goods as defined in the Office of Valuation National Statistics Blue Book (extract annexed hereto)

2. Varied as aforesaid the Agreement and every clause thereof shall continue to be of full effect and to be binding on the respective parties thereto

3. This document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

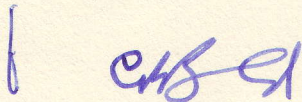
IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written

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



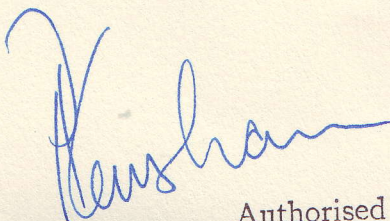
Director of Law and Administration

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



Director of Resources

THE COMMON SEAL of **SAINSBURYS SUPERMARKETS Ltd** affixed in the presence of:-



Authorised Signatory

Authorised Signatory

