

Dated

17 August

2016

Broadland District Council

-and-

RGW Portugal Limited

**DEED OF VARIATION OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

to land on the west side of Hungate Street
Aylsham Norfolk NR11 6JZ

THIS DEED OF VARIATION is dated

17 August

2016]

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU (referred to as "the Council")
- (2) **RGW PORTUGAL LIMITED** (registered company number 06217191) whose registered office is at Gable House 239 Regents Park Road London N3 3LF as to the part registered under title number NK262634 (referred to as the "Owner")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the area within which the Site is located
- (B) The Owner has applied to the Council to amend the Original Agreement and the Council has agreed provided that the Parties enter into this supplemental Deed
- (C) The Owner owns the freehold of the Site
- (D) The expressions in this Deed have the meaning ascribed to them in the Original Agreement save as expressly provided in this Deed

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Original Agreement	An agreement dated 8 th April 2016 made under Section 106 of the Act between the Council (1) and the Owner (2) containing planning obligations enforceable by the Council
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2. LEGAL BASIS

- 2.1 This Deed is supplemental to the Original Agreement and is made pursuant to

Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council

- 2.2 The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed

3. VARIATION

- 3.1 With effect from the date of this Deed the Parties agree to vary the Original Agreement as set out in the Schedule to this Deed.

- 3.2 In all other respects the contents of the Original Agreement are confirmed and agreed and shall continue to bind the Site as varied by this Deed

4. OTHER PROVISIONS

- 4.1 On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed
- 4.2 The Owner warrants that he has full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the Site

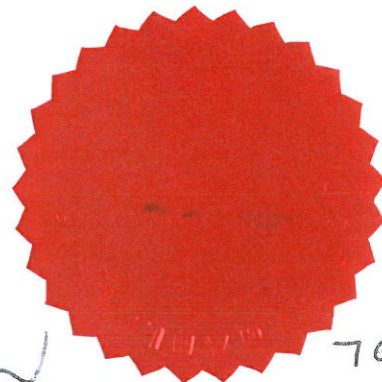
**Schedule
Variation**

- 1 The Parties agree to vary the Original Agreement as follows:
 - 1.1 Clause 3.1 and clause 3.2 of the Original Agreement shall be amended by deleting the numbers and word "2, 3 and 4" in their entirety
 - 1.2 Schedules 2, 3 and 4 of the Original Agreement shall be deleted in their entirety.

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

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

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Authorised Signature

M. Turner

Head of Democratic Services and
Monitoring Officer

7621

EXECUTED as a DEED by
R G W PORTUGAL LIMITED
acting by a director
in the presence of

[Signature]

Witness Signature: *[Signature]*

Witness Name: *Lysia Oliver*

Address: *4 Riverdene Mews, NR86xx*

Occupation: *House wife*