

DATED 11th January 2010

NORFOLK COUNTY COUNCIL

- and -

TMA BARK SUPPLIES LIMITED

- and -

ANTHONY GERALD THOMAS and MARIAN JOY THOMAS

DEED OF VARIATION

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at Woodforde Farm Weston Longville

Head of Law
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

THIS DEED OF VARIATION is made the *11th* day of *January* 201*8*

BETWEEN:-

NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich (the "County Council") (1) and TMA BARK SUPPLIES LIMITED (Co. Regn. No. 04597067) whose registered office is at 102 Prince of Wales Road Norwich Norfolk NR1 1NY ("the Developer") (2) and ANTHONY GERALD THOMAS and MARIAN JOY THOMAS of Woodforde Farm Weston Longville Norwich Norfolk NR9 5LG (the "Owner") (3)

WHEREAS:-

(1) This Deed is supplemental to a Deed dated 24th February 2004 and made under Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Original Agreement") and made between the County Council (1) the Developer (then known as TMA Bark Supplies) (2) the Owners (3) and AMC Bank Limited (4) containing planning obligations enforceable by the County Council

(2) The County Council is a Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("the Act") for the area within which the Land is located

(3) The Owner is the freehold owner of the Land subject to the Original Agreement registered at H M Land Registry together with other land under title number NK386812

(4) The Developer is the Leasehold owner of part of the Land registered at H M Land Registry under title number NK385089

(5) The Land is as defined in the Original Agreement

(5) An application dated 01/06/2010 bearing reference number C/5/2010/5007 ("the Second Application") was submitted to the County Council in accordance with the Act for variation of condition 8 of planning permission reference C/5/2002/5002 to extend the operating hours to allow receipt of green waste on Sundays and bank holidays

(6) The County Council has decided to grant planning permission ("the Second Permission") in accordance with the Second Application subject to the Developer entering in to this Agreement

(7) Terms used in this Agreement have the meaning ascribed to them in the Original Agreement save as amended herein

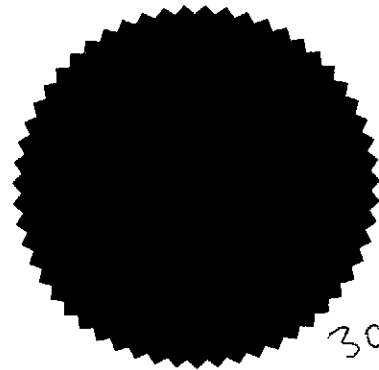
NOW THIS DEED WITNESSES as follows:

- 1 This Deed is supplemental to the Original Agreement
- 2 The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed and shall henceforth be fully applicable to the Development and binding on the Land as varied by this Deed
- 3 The parties hereto agree to vary the Original Agreement as follows:
 - 3.1 The definition of "the Application" in the Original Agreement shall be amended to include the Second Application
 - 3.1 the expression "the Planning Permission" in the Original Agreement shall be amended to include the Second Permission.
 - 3.2 In all other respects the contents of the Original Agreement are confirmed and agreed.
- 4 The Developer hereby agrees to pay on or before the date of this Deed the (Council's and) County Council's costs in connection with this Deed

5 This Deed is a Local Land Charge and shall be registered as such.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

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



30187

Alaine
authorised to sign
on behalf of
Head of Law

SIGNED AS A DEED BY
TMA BARK SUPPLIES LIMITED
Acting by a Director and its Secretary
(or two Directors):-

[Signature]
Director

T.M. Andrews
Director/Secretary

SIGNED as a DEED by the said
ANTHONY GERALD THOMAS
In the presence of:

[Signature]

Witness: *R.M. Rutterford*
R.M. RUTTERFORD
GREEN FARM WESTON LOMBVILLE

SIGNED as a DEED by the said
MARIAN JOY THOMAS
In the presence of: *M.J. Thomas*

Witness: *R.M. Rutterford*
R.M. RUTTERFORD
GREEN FARM
WESTON LOMBVILLE