Deed of variation
Fictional Northfield matter. Prepared by Morgan Bell, 2 May 2025.

This Deed of Variation is dated 2 May 2025 and is made between Northfield Supplies Ltd (Northfield) and Lowther & Finch Distribution Ltd (the Distributor). It varies the Distribution Agreement dated 11 September 2023 (the Principal Agreement). Words defined in the Principal Agreement have the same meaning here.

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1. Variation of the notice period. With effect from the date of this Deed, clause 15.1 of the Principal Agreement is amended so that the period of 60 days is replaced by 90 days. Any notice of termination served before the date of this Deed remains valid and shall take effect on its original date.

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2. Indemnity. A new clause 11.4 is inserted: The Distributor shall indemnify Northfield against loss suffered as a result of the Distributor selling the Products outside the Territory, including any claim brought by another appointed distributor. Clause 11.4 is not subject to the cap in clause 12.

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3. Territory. Schedule 1 is replaced with the schedule annexed to this Deed, adding the counties of Hollinsford and Marrowdale. Annual minimum purchase targets for the additional counties start on 1 July 2025.

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4. Continuation. Except as varied by this Deed, the Principal Agreement continues in full force. Executed as a deed by Northfield acting by Ada Mercer and a witness, and by the Distributor acting by two directors.