

DATED

5th SEPTEMBER

2019

(1) WEST SUFFOLK COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

and

(3) PIGEON (BURLINGHAM MILL) LIMITED

and

(4) C. HOARE & CO.

DEED OF VARIATION

Under Section 106A Town and Country Planning Act 1990
as amended and other statutory provisions
at Burlingham Mill, Station Hill, Bury St. Edmunds
in the County of Suffolk

THIS DEED OF VARIATION is made the 5th day of September 2019

BETWEEN:

1. **WEST SUFFOLK COUNCIL** of West Suffolk House, Western Way, Bury St Edmunds, Suffolk IP33 3YU (hereinafter called "**the District Council**");
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**");
3. **PIGEON (BURLINGHAM MILL) LIMITED** (Co. Regn. No. 8630972) whose registered office is at Salisbury House, Station Road, Cambridge, CB1 2LA (hereinafter called "**the Owner**");
4. **C. HOARE & CO.** (Co. Regn. No. 240822) whose registered office is at 37 Fleet Street, London, EC4P 4DQ (hereinafter called "**the Mortgagee**")

RECITALS

- (1) This Deed is supplemental to an agreement made pursuant to the 1990 Act dated 13th December 2017 made between St. Edmundsbury Borough Council, the County Council, the Owner and the Mortgagee hereinafter referred to as "the Principal Deed".
- (2) The District Council is the successor local authority to St. Edmundsbury Borough Council by virtue of the West Suffolk (Local Government Changes) Order 2018, is the local planning authority for the purpose of the 1990 Act and is the party entitled to enforce the provisions contained within this Deed and to enforce the provisions within the Principal Deed.
- (3) The County Council is the local education authority and is also a local planning authority for the purpose of the 1990 Act for the area in which the Property is situated and by whom the obligations of the Principal Deed are enforceable.
- (4) The Owner is the freehold owner of the Property which is registered with the Land Registry under title numbers SK189447 and SK252363.
- (5) The Mortgagee has an interest in the Property by way of a legal charge dated 30 August 2013 and made between the Mortgagee of one part and the Owner of the other part.
- (6) Pursuant to Section 106A of the Town and Country Planning Act 1990 as amended the Parties hereto have agreed to enter into this Deed to vary the Principal Deed in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH:

1. This Deed is made in pursuance of Section 106A of the 1990 Act and all other enabling powers.
2. The obligations created in this Deed are planning obligations insofar as they fall within the terms of Section 106 of the Act and are enforceable by the District Council and/or County Council.
3. This Deed shall be a local land charge and shall be registered as such.
5. Unless the context otherwise requires the words as defined in the Principal Deed shall have the same meaning for the purposes of this Deed.
6. No provision of this Deed of Variation shall be enforceable under the Contracts (Right of Third Parties) Act 1999
7. The Owner agrees to pay the reasonable legal costs of the District Council and County Council in connection with the preparation and completion of this Deed.
8. The obligations contained in this Agreement will come into effect on the date hereof.
9. The Parties hereto agree that the Principal Deed shall be varied only insofar as the Property Plan attached at the First Schedule of the Principal Deed shall be replaced by the plan attached at the Second Schedule of this Deed which shall thereafter be referred to and known as the Property Plan defined in the Principal Deed.
10. All other obligations within the Principal Deed will remain unfettered and enforceable save for the amendment agreed within this Deed.
11. This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

IN WITNESS WHEREOF the Parties hereto have executed this Deed the day and year first hereinbefore written

FIRST SCHEDULE

The Property

ALL THAT piece or parcel of land being the The Mill, Station Hill, Bury St. Edmunds, Suffolk.

SECOND SCHEDULE

Property Plan

Notes

1. Do not scale from this drawing

— APPLICATION
 — BOUNDARY

Hopkins Homes scheme shown -
 Planning Application Ref. DC/13/0906/FUL



Rev	Date	Description

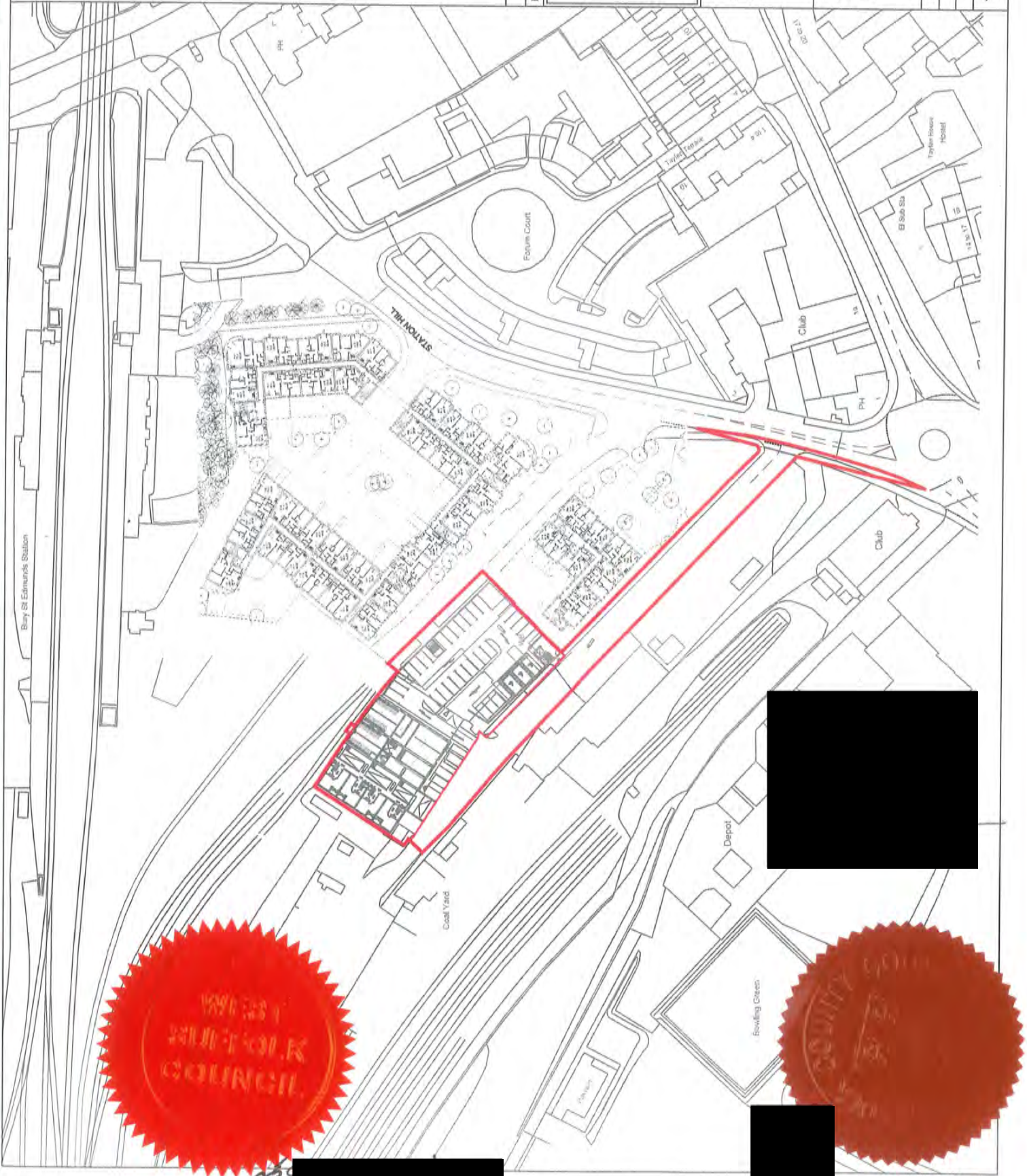


Pigeon Investment Management Ltd
 Linden Square
 146 King's Road
 Bury St Edmunds
 IP33 3DJ

Project
**Burlingham Mill,
 Bury St Edmunds**

Drawing Title
**Proposed Site Plan within
 Masterplan Context**

Drawn	Check	Scale	@
RCB	-	1:1,000	A3
Date	Drawing No	Rev	
12.01.18	0039/105	-	-



THE COMMON SEAL OF)
WEST SUFFOLK COUNCIL)
was hereunto affixed in the)
presence of:)



[Redacted signature]

Authorised Signatory

THE COMMON SEAL OF SUFFOLK)
COUNTY COUNCIL was hereunto affixed)
in the presence of: [Redacted])



[Redacted signature]

Authorised Signatory:

[Redacted signature]

EXECUTED as a DEED by the said)
PIGEON (BURLINGHAM MILL))
LIMITED in the presence of:)

Director/Secretary

Director

[Large redacted signature block]

EXECUTED as a DEED by the said)
C. HOARE & CO. in the presence of:)

Director/Secretary—

SERVICE MANAGER

[Redacted signature]

Director—

DATE

SERVICE MANAGER

[Redacted signature]

DATE