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**Dated:** 14th November 2024

- (1) West Suffolk Council
- (2) Suffolk County Council
- (3) Tilia Cross Keys Dev LLP
- (4) HSBC Corporate Trustee Company (UK) Limited

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**Deed of variation to the Section 106 Agreement dated 7 July 2020**

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relating to a Planning Obligation by Deed under s106 of the Town and Country Planning Act 1990 dated 7 July 2020 made between West Suffolk Council (1) Suffolk County Council (2) and Robert Palmer (3) in respect of Land adjacent to 1 St John Street, Beck Row, Suffolk

THIS DEED OF VARIATION is made on 14th November

2024

**BETWEEN**

- (1) West Suffolk Council of West Suffolk House, Western Way, Bury St. Edmunds, Suffolk, IP33 3YU ("the Council");
- (2) Suffolk County Council of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("the County Council");
- (3) Tilia Cross Keys Dev LLP (company number OC415517) whose registered office is at Tungsten Building, Central Boulevard, Blythe Valley Business Park, Solihull, West Midlands B90 8AU ("the Owner"); and
- (4) HSBC Corporate Trustee Company (UK) Limited (company number 06447555) whose registered office is at 8 Canada Square, London, E14 5HQ ("the Mortgagee").

**BACKGROUND**

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated and by whom planning obligations under this Deed are enforceable.
- (B) The County Council is the local education authority and is also a local planning authority for the purposes of the Act for the area in which the Property is situated.
- (C) The Owner is the freehold owner of the Property which is registered at the Land Registry under title number SK345618.
- (D) The Mortgagee has the benefit of a registered charge over the Property dated 11 June 2024.
- (E) The Principal Deed was entered into by the persons whose names appear in the definition of the Principal Deed in the defined terms in clause 1.1 of this Deed.
- (F) The parties to this Deed are now or remain entitled to the benefit of the Principal Deed and have agreed to vary it on the terms set out in this Deed.
- (G) This Deed is made pursuant to sections 106 and 106A of the Act and is supplemental to the Principal Deed and should be read in conjunction with the Principal Deed.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

1.1 In this Deed, the following words and expressions shall have the following meanings:

- "Charge Holder"** means any mortgagee or chargee of the Property (or any part thereof) from time to time or the successors in title to such mortgagee or chargee or any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator
- "Principal Deed"** a Planning Obligation by Deed under s106 of the Town and Country Planning Act 1990 dated 7 July 2020 made between West Suffolk Council (1) Suffolk County Council (2) and Robert Palmer (3)
- "Property"** means the freehold property known as Land adjacent to 1 St John Street, Beck Row, Suffolk comprising such part of the

Owner's land as is registered at the Land Registry at the date of this Deed under title number SK345618 shown for identification purposes edged red (but excluding the land shown edged in blue) on the Property Plan

**"Property Plan"** the plan annexed as **Appendix 1** to this Deed

- 1.2 Words and expressions defined in the Principal Deed have the same meanings in this Deed except to the extent that they are expressly varied by this Deed.
- 1.3 The provisions of the Principal Deed relating to its interpretation apply to this Deed except to the extent that they are expressly varied by this Deed.
- 1.4 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**2. ADDITIONAL CLAUSES**

The Principal Deed is to be read and interpreted as if the provisions set out in Part **1** of **Schedule 1** were set out in full in the Principal Deed.

**3. EFFECTIVE DATE**

- 3.1 This Deed is made pursuant to section 106 and 106A of the Act and to the extent that the covenants in this Deed are not made under sections 106 and 106A of the Act, they are made under section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other powers so enabling.
- 3.2 This Deed shall take effect from the date hereof and the amendments to the Principal Deed made by this Deed are deemed to have taken effect from and including the date of the Principal Deed.

**4. OBLIGATIONS IN THE PRINCIPAL DEED**

- 4.1 The terms of the Principal Deed continue in effect as amended by this Deed.
- 4.2 Except for the Mortgagees and/or any Charge Holder who are not liable for any antecedent breaches of the Principal Deed existing at the date of this Deed, this Deed does not release any other party to it from any breaches of the Principal Deed existing at the date of this Deed.

**5. REGISTRATION**

- 5.1 This Deed shall be registered as a Local Land Charge by the Council pursuant to section 106(11) of the Act.
- 5.2 A copy of this Deed shall also be placed on the Council's planning register.

**6. NOTICES**

- 6.1 Any notice, demand or any other communication served under this Deed should be delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 6.2 Any notice, demand or any other communication served should be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing as its address for service.

**7. JURISDICTION**

- 7.1 This Deed is to be governed by and interpreted in accordance with the law of England and Wales.

7.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed.

8. **FEES**

The Owner covenants to pay to the Council and pay to the County Council on completion of this Deed the proper and reasonable legal costs of the Council and the County Council incurred in the negotiation preparation and execution on or before completion of this Deed

9. **EXECUTION**

The parties have executed this Deed as a deed and it is delivered on the date set out

## SCHEDULE 1

### Schedule 1

#### Part 1 Additional Clauses

1. The following definitions shall be added to clause 1 of the Principal Deed:

*“Charge Holder” means any mortgagee or chargee of the Site (or any part thereof) from time to time or the successors in title to such mortgagee or chargee or any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator.”*

*“Site” means the property described in the First Schedule.”.*

2. The following clause is inserted as a new clause 7.18 of the Principal Deed.

*“The Charge Holder consents to the Owner entering into this Deed and acknowledges that this Deed binds the Site. No Charge Holder will incur any liability for any breach of the obligations contained in this Deed unless and until it takes possession of the Site or the relevant part thereof in which case it too will be bound by the obligations contained in this Deed as if it were a person deriving title from the Owner.”*

In witness whereof the Parties hereto have executed this deed on the day and year first before written

THE COMMON SEAL of )  
**WEST SUFFOLK COUNCIL** )  
was hereunto affixed to this deed )  
in the presence of: )

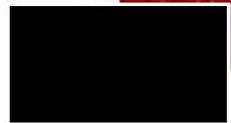
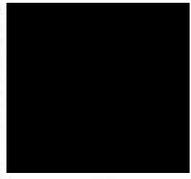


Authorised Signatory [Redacted] .....

Name of Authorised Signatory T. A. HALLIDAY .....

Position of Authorised Signatory: SERVICE MANAGER  
(LEGAL + GOVERNANCE) .....

Executed as a deed by affixing  
the common seal of )  
**SUFFOLK COUNTY COUNCIL** )  
in the presence of: )



Authorised Signatory

Executed and Delivered as a Deed by  
**TILIA CROSS KEYS DEV LLP**  
acting by two attorneys acting under a  
power of attorney dated 9 October 2024



Attorney 1 Signature

GARETH JACOB



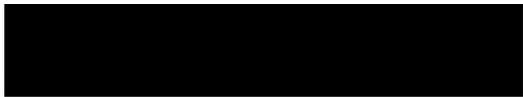
Attorney 2 Signature

MARIONNE RAYMOND

Attorney 2 Full Name

Both in the presence of:

Signature of witness



Name (BLOCK CAPITALS)

L. MEAKINS

Address

Tilia Homes Limited  
Priory Business Park  
Fraser Road  
Redford MK4 4JH

Occupation

P.A.

Executed as a deed by  
**HSBC CORPORATE TRUSTEE COMPANY (UK)**  
**LIMITED** acting by its attorney/ director  
in the presence of:



Ian TSANG

Signature of attorney/director

Witness Signature:



Witness Name:

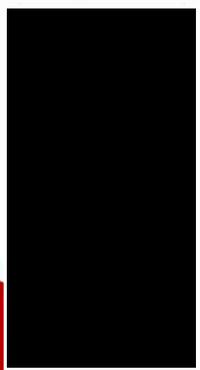
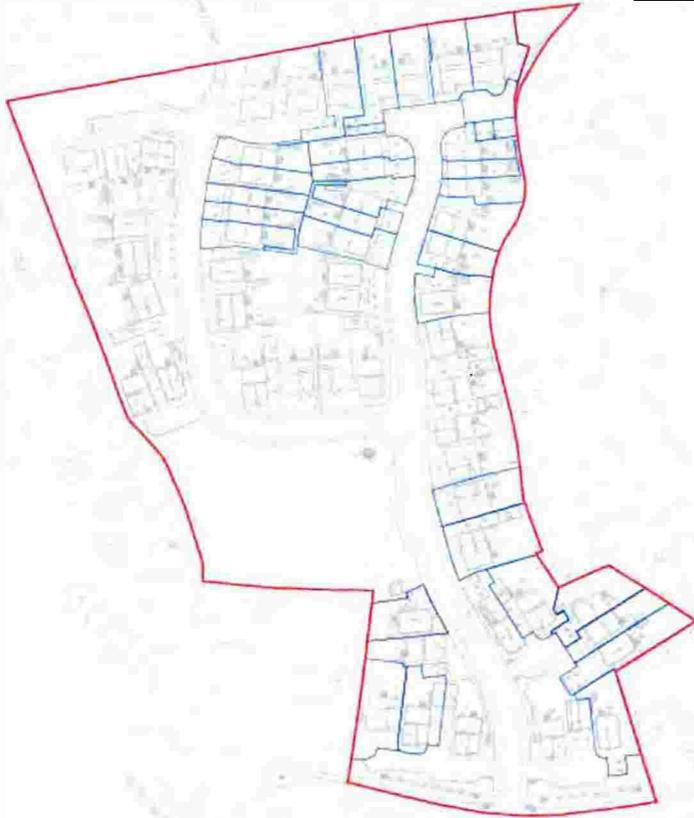
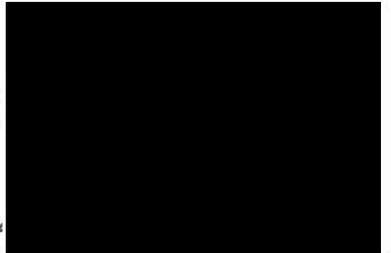
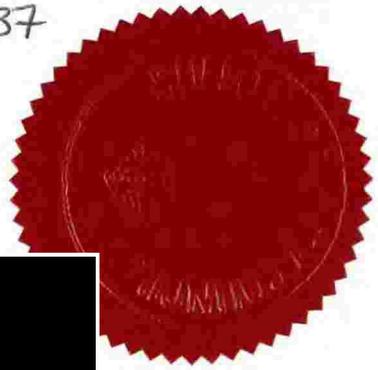
Andrew Chan

Witness Address:

HSBC Bank Plc  
8 Canada Square  
London  
E14 5HQ

# APPENDIX 1

## Property Plan



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