

**Dated**

**2025**

**C.J. UPTON & SONS LIMITED (1)**

**and**

**HSBC UK BANK PLC (2)**

**and**

**HINCKLEY & BOSWORTH BOROUGH COUNCIL (3)**

**DEED OF VARIATION**

**Pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended) relating to the development of Land at  
21 Shaw Lane Markfield Leicestershire LE67 9PU**

**(Reference: 24/01143/CONDIT)**

Bexley Beaumont Limited  
Centurion House, 129 Deansgate, Manchester M3 3WR  
[www.bexleybeaumont.com](http://www.bexleybeaumont.com)

**THIS DEED** is made this       day of                      Two Thousand and Twenty Five

**BETWEEN**

- (1)    **C.J. UPTON & SONS LIMITED** of Number One Lanyon Quay Belfast  
Northern Ireland BT1 3LG hereinafter called ("**the Owner**")
- (2)    **HINCKLEY & BOSWORTH BOROUGH** of Hinckley Hub Rugby Road  
Hinckley Leicestershire LE10 0FR ("**the Council**")
- (3)    **HSBC UK BANK PLC** (Co. Regn. No. 9928412) of 1 Centenary Square  
Birmingham B1 1HQ ("**the Chargee**")

**INTRODUCTION**

- 1.      This Deed is supplemental to a unilateral Undertaking dated 22<sup>nd</sup> December 2020 ("**the Principal Deed**") hereinafter referred to and made between (1) the Council, (2) the County Council. (3) C.J. Upton & Sons Limited, (4) HSBC UK Bank PLC ("**the Original Parties**").
- 2.      The Original Parties entered into the Principal Deed in connection with the planning permission under reference 18/00658/HYB which was granted by the Council on the 8<sup>th</sup> January 2021 ("**Original Planning Permission**").
- 3.      The further planning application under section 73 of the 1990 Act given reference 24/01143/CONDIT was submitted on behalf of the Owner and validated by the Council on the 18<sup>th</sup> December 2024 to vary planning conditions 1 and 30 of the Original Planning Permission.
- 4.      The Owner is the freehold owner of the Site as set out in the Principal Deed.

5. The Chargee has the benefit of a registered charge over parts of the Site as set out in the Principal Deed.
6. The Owner and the Chargee have agreed to enter into this Deed with the intent that their respective interests in the Site shall be subject to the covenants and obligations entered into by them and with the intention that the covenants and obligations entered into by them should create planning obligations pursuant to Section 106 of the 1990 Act in the manner hereinafter appearing.
7. The Council is minded to grant planning permission subject to conditions and the prior completion of this Deed.
8. The Council considers it is in the interests of proper planning that this Deed be entered into in order to give effect to the amendments required to the Principal Deed.

#### **AGREED TERMS**

9. Unless the context otherwise states or requires, all words and phrases used and defined in the Principal Deed shall have the same meaning in this Deed.
10. Clause headings shall not affect the interpretation of this Deed.
11. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
12. Unless the context otherwise requires or states, words in the singular shall include the plural and in the plural shall include the singular.
13. Unless the context otherwise requires or states, a reference to one gender shall include a reference to the other genders.

14. A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successor to its respective statutory functions.
15. Unless the context otherwise requires or states, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
16. Unless the context otherwise requires or states, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
17. Unless the context otherwise requires, references to clauses are to the clauses of this Deed.
18. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
19. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **NOW THIS DEED WITNESSES AS FOLLOWS**

### **OPERATIVE PART**

20. This Deed is made under the provisions of Section 106 and 106A of the Act Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers and shall be deemed to contain planning obligations for the purposes of Section 106 in respect of the Site

and save where expressly stated otherwise words and expressions used herein shall have the same meaning as defined in the Principal Deed.

- 20 The planning obligations contained in this Deed shall be enforceable by the Council in accordance with the provisions of Section 106(3) of the Act.

#### **CONDITIONS PRECEDENT**

21. This Deed is conditional upon;

21.1 the grant of Planning Permission; and

21.2 the Commencement of Development

#### **VARIATION OF THE ORIGINAL AGREEMENT**

22. It has been agreed between the parties to this Deed that the Principal Deed shall be varied to the extent set out below;

- 23.1 The definition of the **Application** in clause 1 of the Principal Deed shall be deleted and replaced with the following definition of Application:

*means the hybrid planning application reference 24/01143/CONDIT amending conditions 1 and 30 of the Original Planning Permission (18/00658/HYB) to replace drawing 22614\_08\_020\_01 Rev E with 1252-ADC-ZZ-XX-DR-Z-0103-S1-P01 comprising: full application (Phase 1) for an extension to existing manufacturing unit (Use Class B2/B8) including access from Stanton Lane, landscaping and drainage works; outline application (Phase 2) including access from Stanton Lane, scale and landscaping for the erection of up to 5000sq m of Use Class B8 storage;*

- 23.2 The definition of **Planning Permission** in clause 1 of the Principal Deed shall be deleted and replaced with the following definition:

*means the permission in outline issued by the Council pursuant to the Application and any variation to that permission granted pursuant to s.73, s.73A or s.96A of the 1990 Act*

## **24 EFFECT OF PRINCIPAL DEED**

- 24.1 Save as varied by this Deed the provisions of the Principal Deed shall continue to apply and shall remain in full force and effect and in the case of definitions and interpretations the provisions in the Principal Deed shall prevail insofar as they relate to the Site
- 24.2 The parties hereby covenant with each other that they will be bound by the obligations set out in the Principal Deed as amended by this Deed.

## **MISCELLANEOUS**

25. A copy of this Deed shall be lodged with and registered in the Register of Local Land Charges maintained by the Council.
26. The Owner agrees to pay the reasonable legal costs of the Council incurred in connection with this Deed.

## **RIGHTS OF THIRD PARTIES**

27. Unless expressly stated nothing in this Deed will create any rights under the contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to this Deed.

## **JURISDICTION**

28 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England

**IN WITNESS** whereof this Deed has been duly executed as a Deed by all the parties hereto the day and year first before written

**THE COMMON SEAL of** )  
**HINCKLEY & BOSWORTH** )  
**BOROUGH COUNCIL** )  
was affixed in the presence of: )

.....  
**Authorised Signatory**

**EXECUTED AS A DEED by** )  
**C. J. UPTON & SONS LIMITED** )  
acting by a director )  
in the presence of:- )

**Director**

**Witness:**

**Signature;**

**Name:**

**Address:**

**EXECUTED AS A DEED** by )  
Craig Lee Dyson (full name of attorney) )  
as attorney for **HSBC UK BANK PLC** )  
in the presence of: )



  
.....  
**Signature of witness:**

YVONNE DAWN  
IFFEDHAM

.....  
**Name (in BLOCK CAPITALS)**

Grosvenor House  
1 Wellington Street  
Sheffield  
S1 4NB

.....  
**Address**

*Bank Official*