

DATED

14 October

2025

(1) OWL HOMES LIMITED

and

(2) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

DEED OF VARIATION PURSUANT TO

SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990

relating to residential development on land off Wood Lane, Main Street, Higham-On-The-Hill

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THIS DEED is dated

14 October

2025

PARTIES

- (1) **OWL HOMES LIMITED** (company registration number 09784650) whose registered office is at Unit W1a, Birch Coppice Business Park Arley Drive, Dordon, Tamworth, Staffordshire, B78 1SA (the "Owner");
- (2) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR ("the Council").

BACKGROUND

- (A) This Deed is supplemental to and varies in part the Original Agreement (as varied) linked to the Original Permission.
- (B) The Original Agreement as varied by the First Deed of Variation shall remain in full force and effect save as varied by this Deed.
- (C) The Section 96A Application has been submitted to the Council by the Owner to facilitate amendments to the Original Permission and the Section 106 Variation Application has been submitted to the Council to vary the Original Agreement (as varied).
- (D) This Deed is required to remove certain planning obligations secured by the Original Agreement (as varied) which are no longer required in terms of the development permitted by the Original Permission and which shall be varied upon determination of the Section 96A Permission.
- (E) The Owner is the registered proprietor of the part of the Application Land known as the Obligation Land and registered with HM Land Registry under title number ~~LT84052~~ **LT547735** JS
- (F) The Owner is willing to perform the obligations set out in this Deed.
- (G) The Council is the local planning authority for the area in which the Application Land is situated and for the purposes of the planning obligations imposed pursuant to the provisions of Section 106 of the 1990 Act.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed:

Definitions:

First Deed of Variation:

the deed made pursuant to section 106 and section 106A of the Act dated 29 November 2024 between Owl Homes Limited (1) and Hinckley and Bosworth Borough Council (2) further to application reference

24/00651/DOV to vary the provisions of the Original Agreement

Original Agreement: the agreement made pursuant to Section 106 of the Act dated 16 August 2022 between Robert John Jones (1) Hinckley and Bosworth Borough Council (2) and Leicestershire County Council (3)

Original Permission: the outline planning permission with reference number 21/01147/OUT subject to the Original Agreement

Parties: the Owner and the Council

Section 96A Application: the application made to the Council and registered under reference number 25/00484/NMA to amend the Original Permission

Section 106 Variation Application: the application made to the Council which was validated on 23 July 2025 and registered under reference number 25/00720/DOV to vary the Original Agreement (as varied).

- 1.1 Clause headings shall not affect the interpretation of this Deed.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 A reference to the Council shall include the successors to its respective statutory functions.
- 1.7 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** excludes faxes and e-mail.

- 1.10 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this Deed.
- 1.12 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 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.
- 1.14 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.
- 1.15 The obligations hereunder shall not be binding upon nor enforceable against a mortgagee or any statutory undertaker or the person who acquires any part of the Land or interest therein solely for the purpose of the supply of electricity gas water drainage and / or telecommunication services.
- 1.16 All words and phrases defined in the Original Agreement (as varied) shall have the same meaning in this Deed save where the context otherwise dictates or where amended by this Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed constitutes a planning obligation for the purposes of Section 106 and Section 106A of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of Section 106 and/or Section 106A of the Act and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Application Land and its respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with Section 106 of the Act.
- 2.4 This Deed shall come into effect on the date hereof.

3. ORIGINAL AGREEMENT

- 3.1 The Parties expressly agree that the Original Agreement (as varied) shall remain in full force and effect save as expressly varied by the Schedule of Variation to this Deed

4. RELEASE

- 4.1 No person shall be liable for any breach of an obligation, restriction or covenant contained in this Deed after parting with all of its interest in the Application Land or the part of the Application Land in respect of which such breach occurs, except in respect of any breach subsisting before parting with such interest.

5. DETERMINATION OF DEED

- 5.1 The obligations in this Deed shall cease to have effect if, the determination of the 96A Application:
- (a) is withdrawn, varied or revoked other than with the consent of the Owner; or
 - (b) is quashed following a successful legal challenge.

6. LOCAL LAND CHARGE

- 6.1 This Deed is a local land charge and shall be registered as such by the Council.

7. COUNCIL'S COSTS

- 7.1 On the date of this Deed the Owner shall pay the Council's reasonable and proper legal costs incurred in connection with the preparation, completion and registration of this Deed.

8. OWNERSHIP

- 8.1 The Owner shall notify the Council as soon as reasonably practicable of the following details of any conveyance, transfer or lease for a term exceeding 7 years, in respect of all or any part of the Land:
- (a) the name and address of the person to whom the disposition was made; and
 - (b) the nature and extent of the interest disposed of

FOR THE AVOIDANCE OF DOUBT this clause 8.1 shall not apply to any transfer to individual purchasers tenants or occupiers of individual Dwellings constructed on the Application Land pursuant to the Original Permission or to any transfer to a statutory undertaker.

9. NO FETTER OF DISCRETION

- 9.1 Nothing (contained or implied) in this Deed fetters or restricts the Council's statutory rights, powers, discretions and responsibilities.

10. WAIVER

- 10.1 No failure or delay by the Council to exercise any right or remedy provided under this Deed or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

11. FUTURE PERMISSIONS

- 11.1 Nothing in this Deed prohibits or limits the right to develop any part of the Application Land in accordance with any planning permission granted after the date of this Deed.

12. AGREEMENTS AND DECLARATIONS

- 12.1 The Parties agree that:
- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
 - (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

13. NOTICES

- 13.1 A notice to be given under or in connection with this Deed must be in writing and must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid First Class post or other next working day delivery service.
- 13.2 Any notice to be given under this Deed must be sent to the relevant party at their address as set out in this Deed or as otherwise specified by the relevant person by notice in writing to each other person.
- 13.3 Any notice given in accordance with clause 13.1 and clause 13.2 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
 - (b) if sent by pre-paid First Class post or other next working day delivery service at 9.00 am on the second Working Day after posting.
- 13.4 A notice given under this Deed shall not be validly given if sent by e-mail or fax.
- 13.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. THIRD PARTY RIGHTS

- 14.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

15. GOVERNING LAW

- 15.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a Deed by **OWL HOMES LIMITED** acting by a Director,

, in the presence of:

Director

Witness' Signature

Witness' Name

Witness' Occupation

Witness' Address

[Signature]

Janie Thompson

Land Director

Unit W1A, Arley Drive, Birch Coppice Business Park,
Tanworth, Staffordshire, B78 1SA.

The Common Seal of

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

was affixed to this document
in the presence of:

Authorised signatory

[Signature]

13102



SCHEDULE OF VARIATION

1. AMENDMENTS TO THE ORIGINAL AGREEMENT (AS VARIED)

The Original Agreement (as varied) will remain in full force and effect save as varied below:

- 1.1 In clause 1.1 Definitions and Interpretation the following definitions shall be deleted in their entirety:
Serviced Site
- 1.2 Clause 3.8 shall be deleted in its entirety.
- 1.3 Clause 3.9 shall be amended to read as follows: delete "all of" and replace with "25%" and reference to "100%" shall be replaced with "25%".
- 1.4 Clause 3.9.2 shall be deleted in its entirety.
- 1.5 Clause 3.9.3 shall be deleted in its entirety.
- 1.6 Clause 3.10 shall be amended to read as follows: delete from "decide" through to "clause 3.9.2" and replace with the words "consider that the evidence of marketing and details of offers or queries provided to the Borough Council pursuant to clause 3.9.1 above is acceptable (and if the Borough Council are unable to confirm with 14 days then the provisions of clause 2.12 may apply)".