

DATED 01 September

2026

(1) CCL HOLDINGS LIMITED

TO

SUFFOLK COUNTY COUNCIL, and

MID SUFFOLK DISTRICT COUNCIL

UNILATERAL UNDERTAKING PURSUANT TO Section 106 Town and Country Planning Act 1990 (as amended)

relating to the land at Former Crown Chicken Factory The Street Weybread IP21 5TL

Planning Reference: DC/25/02757

DATE 01 September

2026

Unilateral Undertaking given by

- (1) **CCL HOLDINGS LIMITED** (Company number 2800280) of Crane Court, Hesslewood Country Office Park, Ferriby Road, Hessle HU13 OPA. (the **"Owner"**)

To

SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich, Suffolk, England, IP1 2BX (the **"County Council"**), and

MID SUFFOLK DISTRICT COUNCIL (the **"District Council"**) of Endeavour House, 8 Russell Road, Ipswich IP1 2BX

1. DEFINITIONS

- 1.1 In this deed (**"this Deed"**) the following words and phrases have the following meanings respectively:

"the Act"	means the Town and Country Planning Act 1990 (as amended)
"Commencement of Development"	means the date upon which the Development shall commence by the carrying out pursuant to the Permission of a material operation as specified in section 56(4) of the Act SAVE THAT the term "material operation" shall not include operations in connection with any work of or associated with demolition, site clearance, remediation works, environmental investigation, site and soil surveys, erection of a contractor's work compound, erection of a site office and erection of fencing to the site boundary
"County Council Monitoring Fee"	means a fee of £577 (Five Hundred and Seventy-Seven Pounds) in this Deed towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Deed
"Development"	means the demolition of the former factory buildings and construction of a new incubatory building, erection of 4 no. dwellings, vehicle wash and stores building, landscaping, drainage infrastructure, vehicular access and parking as set out in the Planning Application
"District Council Monitoring Fee"	means a fee of £495 (Four Hundred and Ninety-Five Pounds) in this Deed towards the District Council's reasonable and proper administration costs
"Occupation"	means the occupation of the Development for the purposes permitted by the Permission and not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and " Occupied" shall be construed accordingly
"Interest"	means interest at 4% above the base lending rate of the Bank of England from time to time

"Permission"	means the planning permission that may be granted by the District Council for the Development pursuant to the Planning Application subject to conditions, and subject to the obligations in this Deed
"Planning Application"	means the application for planning permission to carry out the Development on the Site, allocated with reference DC/25/02757 received on 17 June 2025 and validated on 23 June 2025
"RPI Index"	means the Retail Price Index published by the Office for National Statistics or any index replacing the same
"Site"	means the land at Former Crown Chicken Factory The Street Weybread IP21 5TL shown edged red on Plan 1 appended to this Deed which is registered as part of the freehold property (title absolute) with title numbers SK129175, SK148993, SK269508 and SK334981
"Travel Plan Monitoring Fee"	means the sum of six thousand pounds (£6,000) RPI Indexed to be paid to the County Council to monitor the travel plan for the Development approved in accordance with the relevant condition of the Permission

INTERPRETATION

1.2 Unless the context otherwise requires in this Deed:

1.2.1 Any reference to "the Owner" shall include their successors in title their assigns and those deriving title from, through or under them and in the case of the District Council and the County Council the successors to their respective statutory functions.

1.2.2 Words importing gender shall include the masculine, feminine and neuter genders.

1.2.3 Words importing persons shall include firms, companies and corporations and vice versa.

1.2.4 Words importing the singular number shall include the plural and vice versa.

1.2.5 Undertakings given by a party that consists of more than one person shall be joint and several as shall any undertakings given by more than one party.

1.2.6 Any reference to an Act of Parliament or section of an Act of Parliament shall include any statutory modification extension or re-enactment of that Act or section for the time being in force and all instruments orders notices regulations directions byelaws permissions and plans for the time being made issued or given under that Act or deriving validly from it.

1.2.7 "including" means "including, without limitation".

1.2.8 Reference to "**the Site**" include any parts thereof.

1.3 The clause headings herein do not form part of this Deed and shall have no effect upon the meaning or construction of the provisions of this Deed.

- 1.4 If any provision of this Deed is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Deed is to be unaffected.

2. **RECITALS**

- 2.1 The District Council is the local planning authority for the purposes of the Act in respect of the area which includes the Site.
- 2.2 The County Council is the local highway authority in respect of the area which includes the Site.
- 2.3 The Owner is the freehold owner of the Site registered at HM Land Registry as part of title numbers SK129175, SK148993, SK269508 and SK334981.
- 2.4 The Owner has entered into this Deed with the intention that the obligations contained in this Deed (subject to clause 7) may be enforced by the County Council against the Owner and their respective successors in title to the Site.

3. **STATUTORY PROVISIONS**

- 3.1 This Deed is made pursuant to Section 106 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 constitute and shall be deemed to contain planning obligations for the purposes of Section 106 of the Act and is entered into by the Owner with the intent that such planning obligations be binding upon their interests in the Site and enforceable as planning obligations by the County Council as a local planning authority and local highway authority against their successors in title.
- 3.2 To the extent that any of the undertakings restrictions or requirements contained in this Deed are not planning obligations within the terms of Section 106 of the Act they are entered into pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.3 Save as provided in clause 3.1 above, 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 ("**the 1999 Act**") by any person who is not a party to it PROVIDED for the avoidance of doubt it is agreed that the exclusion of the 1999 Act shall not prevent any future successors in title to any of the parties to this Deed from being able to benefit from or to enforce any obligation in this Deed.
- 3.4 This Deed shall be registerable as a local land charge on the Site on the local land charge register.

4. **CONDITIONALITY**

This Deed is conditional upon the grant of the Permission and the Commencement of Development SAVE FOR the provisions of clauses 3.4 (land charge), 5.2 and 5.3 (legal costs), and 5.4 and 5.5 (Monitoring Fees), 7.1 (notification of anticipated Commencement of Development), 7.4 (change of ownership), 13 (termination), 14 (no fetter), 16 (jurisdiction) and 17 (delivery) which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S UNDERTAKING

- 5.1 The Owner undertakes to the County Council so as to bind the Site to perform fully and to observe the undertakings set out in Schedule 1 of this Deed.
- 5.2 The Owner shall pay to the County Council on or prior to the completion of this Deed the reasonable legal costs of the County Council in reviewing this Deed.
- 5.3 The Owner shall pay to the District Council on or prior to the completion of this Deed the reasonable legal costs of the District Council in reviewing this Deed.
- 5.4 The Owner shall pay to the County Council the County Council Monitoring Fee prior to completion of this Deed.
- 5.5 The Owner shall pay to the District Council upon demand the District Council Monitoring Fee.
- 5.6 The Owner covenants and warrants to the County Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

6. INDEXATION

All sums referred to in the Schedule 1 (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the RPI Index from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

A is the sum payable under this Deed

B is the original sum calculated as the sum payable

C is the RPI Index for the month two (2) months before the date on which the sum is payable

D is the RPI Index for the month two (2) months before the date of this Deed and

C/D is greater than 1

7. NOTIFICATIONS

The Owner undertakes to the County Council:

- 7.1 to notify the County Council in writing 10 working days before anticipated Commencement of the Development;
- 7.2 to notify the County Council in writing 10 working days before the date it is anticipated that

the Development will be Occupied;

7.3 to notify the County Council in writing within 10 working days of the date the Development is first Occupied, and to specify in the notification the date on which first Occupation occurred; and

7.4 to provide the County Council with written notice of any change in ownership of any of the Owner's interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan and to be provided within 10 working days of such change completing save this will not apply to disposals to service companies or statutory undertakers.

8. LIABILITY FOR BREACH OF UNDERTAKING

8.1 No person shall be liable for any breach of this Deed occurring after they have ceased to have any interest in the Site (or that part of the Site in respect of which the breach occurred) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8.2 The obligations on the part of the Owner contained in this Deed shall not be enforceable against service companies or statutory undertakers who purchase (including by way of lease) or otherwise become proprietor of any land or obtain the benefit of any right wayleave covenant or easement in on over under and across the Site for the construction or installation of any structure or other apparatus (including without prejudice to the generality of the foregoing electricity substations poles stays gas governor stations or pumping stations) required to provide services or facilities in connection with the development of the Site.

9. MORTGAGEE

The covenants restrictions and obligations in this Deed shall not be enforceable against any party acquiring an interest in the Site solely by way of registered legal charge or mortgage, unless that party takes possession of the Site or any part of the Site, in which case they will be bound by covenants and obligations of this Deed as an owner, in relation to any parts of the Site over which it has a legal charge but not further or otherwise.

10. NOTICES

10.1 Any notice, demand or any other communication served by any party under this Deed is to be delivered by hand or sent by first class post, pre-paid or recorded delivery.

10.2 The address for any notice or other written communication in the case of each party to this Deed shall be as follows:

The District Council	The Chief Planning Officer, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure, Suffolk County Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The Owner	At the address specified above

And, without prejudice to clause 7.4 above, each party to notify the other parties of any change of address as soon as possible and practicable.

11. **DECLARATIONS**

This Deed shall not prohibit or limit the right of the Owner or its successors in title to develop any part of the Site in accordance with a planning permission (other than one relating to the Development) granted by the District Council.

12. **FUTURE PERMISSIONS**

In the event that any new planning applications are made in respect of the Development pursuant to Section 73 of the Act then with effect from the date that the new planning permission is granted pursuant to Section 73 of the Act:

- 12.1 unless the local planning authority requires otherwise the planning obligations in this Deed shall in addition to binding the Site in respect of the Permission shall also bind the Site in respect of any planning permission granted pursuant to Section 73 of the Act; and
- 12.2 the definitions of "the Planning Application", "the Development" and "the Permission" shall be assumed to include references to any applications under Section 73 of the 1990 Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this clause 12 shall fetter the discretion of the District Council in determining any applications under Section 73 of the Act and the appropriate nature and/or quantum of planning obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act (whether by way of a new Deed or supplemental Deed pursuant to Section 106 of the Act or a modification pursuant to Section 106A of the Act).

13. **TERMINATION OF THIS DEED**

This Deed will come to an end if the Permission is not granted or it is quashed, revoked, expires or is otherwise withdrawn, or modified by any statutory procedure.

14. **NO FETTER**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council or the County Council in the exercise of their functions in any capacity.

15 WAIVER

No waiver (whether expressed or implied) by the District Council or the County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

16 JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the courts of England.

17 DELIVERY

The provisions of this Deed (other than this clause, which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties have executed this Deed the day and year first before written

EXECUTED as a DEED by
CCL HOLDINGS LIMITED
acting by a director in the presence of:

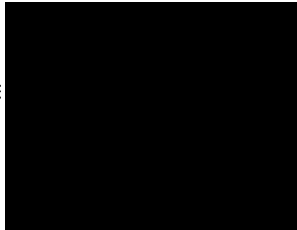


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Witness' Signature:

Witness' Name:

Witness' Address:





SCHEDULE 1 – TRAVEL PLAN MONITORING FEE

1. The Owner undertakes to the County Council:
 - a. to pay the Travel Plan Monitoring Fee to the County Council prior to Occupation of Development;
 - b. not to cause or permit Occupation of the Development until the Travel Plan Monitoring Fee has been paid in full to the County Council;
 - c. to pay Interest (if any) on the Travel Plan Monitoring Fee from the date payment is due to the date the payment (if late) is actually made; and
 - d. to apply indexation to the Travel Plan Monitoring Fee by increasing the amount paid by an amount equivalent to the increase in the RPI Index (if any) from the date hereof until the date payment is made in accordance with clause 6.





APPENDIX 1

PLAN

