

DATED 26 JUNE 2025

(1) SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

and

(2) BOXWORTH 52 LIMITED

and

(3) ATOM BANK PLC

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**DEED OF MODIFICATION**

**Relating to Land on the south side of Elsworth Road, Boxworth, Cambridge**

3C Legal Practice  
South Cambridgeshire Hall  
Cambourne Business Park  
Cambourne  
Cambridge  
CB23 6EA  
Reference: 027105

THIS DEED OF AGREEMENT is made the 26 day of JUNE 2025

**BETWEEN:**

- (1) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge CB23 6EA ("**the Council**");
- (2) **BOXWORTH 52 LIMITED** company registration number 15871641 whose registered office is at [REDACTED] ("**the Provider**");
- (3) **ATOM BANK PLC** company registration number 08632552 and whose registered office is at The Rivergreen Centre, Aykley Heads, Durham DH1 5TS ("**the Lender**").

(together "**the Parties**").

**WHEREAS:**

- (A) The Provider is the owner in fee simple of the Habitat Site under title number CB325810 and the Provider of the Biodiversity Units subject to a mortgage in favour of the Lender and;
- (B) The District Council is the local planning authority for the purposes of this Deed for area in which the Habitat Site is located.
- (C) By mutual consent the Parties have agreed to modify the S.106 dated 1 May 2025. The modification seeks to delete the definitions of Habitat Creation Works Commencement and Habitat Creation Works Commencement Certificate and replace with a new definition of Habitat Creation Works Completion Certificate together with amendments to Schedule One and Schedule Two of the S.106 dated 1 May 2025.

**NOW IT IS AGREED** as follows:

- 1. This Deed is supplemental to the Original Agreement and is made pursuant to Section 106 and Section 106A of the Act to the extent it creates planning

obligations and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council against the Site.

2. This Deed shall be a local land charge and shall be registered as such.
3. This Deed shall take effect at the date hereof.
4. The Provider shall not be liable for a breach of any Obligation herein contained in respect of any period during which it no longer has an interest in that part of the Habitat Site on which said breach occurs.
5. The Provider hereby covenants with the Council that the Provider shall observe and perform (and that the Property shall be subject to) the Obligations set out in the Second Schedule hereto.
6. "The Council" and "the Provider" shall include their respective successors in function and title.
7. Unless otherwise stated defined terms used in this Deed shall have the meanings given to them in the Original Agreement and the terms of the Original Agreement shall apply to this Deed mutatis mutandis.
8. In all other respects the terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed.
9. The Provider hereby agrees on or before the date hereof to pay the Council's reasonable legal costs of negotiating and completing this Deed.

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

## THE FIRST SCHEDULE

### Modifications to the Section 106 Agreement dated 1 May 2025

1. It is hereby agreed between the Parties to this Deed that the Section 106 Agreement dated 1 May 2025 shall be modified by this Deed only as follows:
2. The definitions of Habitat Creation Works Commencement Date and Habitat Creation Works Commencement Certificate shall be deleted and replaced with the following new definition:

"Habitat Creation Works Completion Certificate"	means a certificate issued by the District Council certifying that the Habitat Creation Works have completed;
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3. The reference in the definitions of "Year One", "Year Two", "Year Three", "Year Four", "Year Five", "Year Ten", "Year Fifteen", "Year Twenty", "Year Twenty-Five" and "Year Thirty" to "Habitat Creation Works Commencement Date" shall be deleted and replaced with "Habitat Creation Works Completion Certificate" in accordance with the new definition in paragraph 2 above.
4. Clause 9.1 shall be modified to delete the word "commencement to be replaced with "completion".
5. **Clause 1.1 of Schedule One shall be deleted and replaced with:**  
To provide written confirmation to the District Council of the date of the completion of the Habitat Creation Works on any part of the Habitat Site within fourteen (14) Working Days of completion and subject to Clause 8 above, for a period of at least thirty (30) years after the completion of the Habitat Creation Works to manage and maintain the relevant part of the Habitat Site in accordance with the Habitat Management Plan.
6. **Clause 1.2 of Schedule One shall be deleted and replaced with:**



Following completion of the Habitat Creation Works to submit the Monitoring Report in writing to the District Council: on Year One, Year Two, Year Three, Year Four, Year Five, Year Ten, Year Fifteen, Year Twenty, Year Twenty-Five and Year Thirty.

**7. Clause 1.3 of Schedule One shall be deleted and replaced with:**

If following receipt of the Monitoring Report submitted in accordance with 1.2 above the District Council identifies that the monitoring has not been undertaken in accordance with the Habitat Management Plan, the Provider will provide an updated Habitat Management Plan to the District Council within twenty-eight (28) Working Days of receipt of the written notice from the District Council which sets out the actions required.

**8. Clause 1.4 of Schedule One shall be deleted and replaced with:**

To Provide to the District Council evidence of compliance with any actions required by the District Council in its written response to the Provider on the Monitoring Report provided by the Provider in accordance with 1.2 above.

**9. Clause 1 of Schedule Two shall be deleted and replaced with:**

Upon receipt of satisfactory evidence from the Provider of Completion of the Habitat Creation Works to issue the Habitat Creation Works Completion Certificate.

The **COMMON SEAL** of **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** was hereunto affixed )



Signatory



**EXECUTED** as a Deed by  
**BOXWORTH 52 LIMITED**



acting by a Director )  
in the presence of:- )

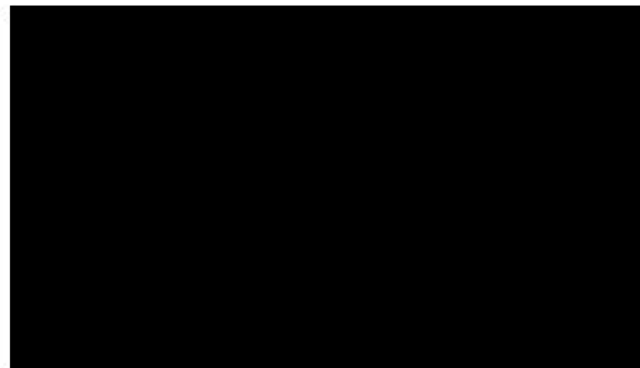
Signature of Director

Name of Director

Signature of witness

Name of witness (block capitals)

Address of witness



**EXECUTED** as a Deed by  
**ATOM BANK PLC**  
acting by a Director

.....  
Signature of Director

in the presence of:-

Signature of witness

Name of witness (block capitals)

Address of witness

