

DATE 10 December 2025

- (1) IPSWICH BOROUGH COUNCIL
- (2) SUFFOLK COUNTY COUNCIL
- (3) NHS SUFFOLK AND NORTH EAST ESSEX INTEGRATED CARE BOARD
- (4) CARR STREET ESTATES LIMITED
- (5) CARR ST DEVELOPMENTS LIMITED
- (6) ALLICA BANK LIMITED

Planning Obligation by Deed pursuant to Section 106
of the Town and Country Planning Act 1990

relating to

Land at 26-32 Carr Street, Ipswich, Suffolk IP4 1EJ

Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich, Suffolk
IP1 2DE

Ref: KB/Legal/2734517

This Deed is made the

day of

2025

PARTIES:

- (1) **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (**"the Borough Council"**)
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (**"the County Council"**)
- (3) **NHS SUFFOLK AND NORTH EAST ESSEX INTEGRATED CARE BOARD** of Endeavour House, 8 Russell Road, Ipswich Suffolk IP1 2BX (**"the NHS"**)
- (4) **CARR STREET ESTATES LIMITED** (Company Registration Number 11748293) with registered office at Lower Ground, 216 Lordship Road, London N16 5HQ (**"the Owner"**)
- (5) **CARR ST DEVELOPMENTS LIMITED** (Company Registration Number 12170342) with registered office at Lower Ground, 216 Lordship Road, London N16 5HQ (**"the Applicant"**)
- (6) **ALLICA BANK LIMITED** (Company Registration Number 07706156) with registered office at 4th Floor 164 Bishopsgate, London, EC2M 4LX (**"the Lender"**)

WHEREAS:

- (A) The Borough Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The County Council is the local education authority, the local highway authority, the local library authority and the local waste authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable when acting as enforcing authority in accordance with this Deed.
- (C) The NHS is the health authority who may enforce the relevant planning obligation herein.
- (D) The Owner is the freehold owner of the Site registered at HM Land Registry under title number SK367479 subject to a mortgage in favour of the Lender but otherwise free from incumbrances.
- (E) The Applicant who is the leasehold owner of part ground floor, the first and second floors, roof and airspace at the Site registered at HM Land Registry under title number SK398899 free from incumbrances has submitted the Application and the Borough Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed intended to regulate the Development and to secure the planning obligations contained in this Deed.

- (F) The Lender is the registered proprietor of a charge dated 12 January 2023 referred to in entry number 9 in the charges register of title number SK367479 and has agreed to enter into this Deed to give its consent to the terms of this Deed.
- (G) The Borough Council and the County Council are entering into this Deed to the intent that the requirements of the Borough Council's and the County Council's policies are met and that any objections by the Borough Council or the County Council to the grant of planning permission on the basis of those policies are overcome.
- (H) The Borough Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (I) The Borough Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

Act	the Town and Country Planning Act 1990 (as amended)
Application	the full application for planning permission to develop the Site validated by the Borough Council on 23 March 2022 and bearing the Borough Council's reference number IP/22/00242/FUL
BCIS Index	the All In Tender Price Index published by the Building Cost Information Service or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Parties hereto
BCIS Indexed	the increase in any sum referred to in the Second Schedule and the Third Schedule by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 10 of this Deed
Bus Stop Improvements Contribution	twenty three thousand four hundred and eighty seven pounds (£23,487) BCIS Indexed
Commencement of Development	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance demolition work archaeological

	investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions diversion and lay of services erection of any temporary means of enclosure the temporary display of site notices or advertisements and "Commenced" and "Commence Development" and "Commences Development" shall be construed accordingly
Completion of Development	the date that the final Dwelling is first Occupied
Councils	the Borough Council and the County Council together
Development	the development of the Site in accordance with the Planning Permission
Dwelling	a dwelling (including a house flat or bungalow) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
Early Years Contribution	one hundred and thirty thousand six hundred and eight pounds (£130,608) BCIS Indexed.
Education Contributions	the Early Years Contribution, the Primary School Contribution, the Secondary School Contribution and the Sixth Form Contribution
Highway Contributions	The Bus Stop Improvements Contribution and the TRO Contribution
Late Payment Interest	interest at four (4) per cent above the base lending rate of the Bank of England from time to time.
Library Contribution	twelve thousand nine hundred and sixty pounds (£12,960) BCIS Indexed.
NHS Contribution	thirty four thousand five hundred and fifty pounds (£34,550) BCIS Indexed.
Occupation	occupation for the purposes permitted by the Planning Permission but 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" and "Occupy" shall be construed accordingly
Planning Permission	the planning permission subject to conditions as may be granted by the Borough Council pursuant to the Application

Primary School Contribution	one hundred and fifty five thousand nine hundred and thirty four pounds (£155,934) BCIS Indexed
Recreational Avoidance and Mitigation Strategy ("RAMS") Contribution	eight thousand five hundred and thirty six pounds twenty pence (£8,536.20) BCIS Indexed
Secondary School Contribution	twenty nine thousand nine hundred and thirty nine pounds (£29,939) BCIS Indexed
Section 73 Permission	any subsequent planning permission granted pursuant to Section 73 of the Act which varies and/or removes any condition attached to the Planning Permission
Site	that part of the site within which the Development will take place shown for identification purposes only edged red on the Site Plan
Site Plan	the plan attached to the First Schedule of this Deed
Sixth Form Contribution	twenty nine thousand nine hundred and thirty nine pounds (£29,939) BCIS Indexed
Traffic Regulation Order ("TRO") Contribution	eleven thousand five hundred pounds (£11,500) BCIS Indexed
Waste Contribution	eight thousand four hundred pounds (£8,400) BCIS Indexed
Working Days	Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England

2. CONSTRUCTION OF THIS DEED

- 2.1. Where in this Deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include any other genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 2.4. Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

- 2.5. Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.
- 2.6. References to the Borough Council or the County Council shall where the context so admits include any public body in which the functions of the Borough Council or the County Council at the date hereof under the enabling powers may for the time being, be vested and any duly appointed servant agent or contractor of the Borough Council or the County Council or such other.
- 2.7. References in this Deed to the NHS shall include any successor public body in which the functions of the NHS at the date hereof under the enabling powers may for the time being be vested.
- 2.8. References in this Deed to the Owner or the Applicant or the Lender shall include successors in title and assigns to the Site or any part or parts thereof and to persons claiming an interest in land through or under it.
- 2.9. Where this Deed requires a plan or strategy or other document to be submitted to the Borough Council or the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.
- 2.10. The obligations in this Deed shall not be enforceable against:
- 2.10.1. any individual person who is the owner and/or an occupier for residential purposes of a Dwelling or any mortgagee of such a Dwelling;
 - 2.10.2. any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunications services highways or public transport services; and
 - 2.10.3. any mortgagee or any chargee or mortgagee from time to time who has the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver until the mortgagee or any mortgagee or chargee or receiver has entered into possession of the Site or the relevant part thereof or the Development is continued by or at the instigation of a receiver liquidator or other agent appointed by or on behalf of the mortgagee or any chargee or mortgagee in place of the Owner.
- 2.11. The headings are for reference only and shall not affect construction.
- 2.12. Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to knowingly permit or suffer such act or thing to be done by another person.
- 2.13. The term "including" shall mean "including, without limitation".

3. LEGAL BASIS

- 3.1. This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2. The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Borough Council and the County Council as local planning authorities against the Owner and its successors in title.
- 3.3. This Deed shall only be capable of being varied by a supplemental deed between the Parties hereto or their respective successors in title or assigns made under section 106A of the Act

4. CONDITIONALITY

- 4.1. The provisions of this Deed will become binding on the Parties upon completion save where otherwise specifically stated.
- 4.2. Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:
 - 4.2.1. until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development **PROVIDED THAT** the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings
 - 4.2.2. if following the conclusion of such proceedings or challenge the Planning Permission is quashed and is not superseded by a subsequent planning permission accepted by the Owner this Deed will cease to have any further effect; and
 - 4.2.3. if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full.
- 4.3. Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used) the following provisions will apply:
 - 4.3.1. proceedings by way of judicial review are concluded:
 - 4.3.1.1. when permission to apply for judicial review has been refused and no further application can be made;
 - 4.3.1.2. when the court has given judgement in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or
 - 4.3.1.3. when any appeal(s) is or are finally determined

4.3.2. proceedings under Section 288 of the Act are concluded:

4.3.2.1. when the court has given judgement in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

4.3.2.2. when any appeal(s) is or are finally determined

5. THE OWNER COVENANTS

5.1. The Owner covenants with the Borough Council as set out in the Second Schedule.

5.2. The Owner covenants with the County Council as set out in the Third Schedule.

5.3. The Owner covenants with the NHS as set out in the Fourth Schedule

6. THE COUNCILS' AND THE NHS COVENANTS

6.1. The Borough Council covenants with the Owner as set out in the Fifth Schedule.

6.2. The County Council covenants with the Owner as set out in the Sixth Schedule.

6.3. The NHS covenants with the Owner as set out in the Seventh Schedule.

7. MISCELLANEOUS

7.1. All parties shall act in good faith and shall co-operate with all other parties to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests either of the Borough Council and or the County Council and their duly authorised officers or agents to have access to any part or all of the Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

7.2. The Owner agrees, declares and covenants both with the Borough Council and the County Council that they shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the Borough Council and the County Council for any expenses or liability arising to the Borough Council and the County Council in respect of breach by the Owner of any obligation contained herein save to the extent that any act or omission of the Borough Council or the County Council its employees or agents has caused or contributed to such expenses or liability.

7.3. The Owner and the Applicant jointly covenant to pay to the Borough Council on completion of this Deed the proper and reasonable legal costs of the Borough Council incurred in the negotiation preparation and execution on or before completion of this Deed.

- 7.4. The Owner and the Applicant jointly covenant to pay to the County Council on completion of this Deed the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution on or before completion of this Deed.
- 7.5. The Owner and the Applicant further jointly covenant to pay to the Borough Council one thousand pounds (£1,000) and to pay the County Council five hundred and -nineteen pounds (£519) per specified County Council payment trigger point on or before completion of this Deed towards the costs of reporting and monitoring the obligations contained in this Deed.
- 7.6. No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.7. This Deed shall be registered as a local land charge by the Borough Council.
- 7.8. Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from either the Borough Council or the County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the Borough Council by the Assistant Director of Growth or officer acting under his/her hand and on behalf of the County Council by the Executive Director of Growth Highways and Infrastructure or duly appointed successor or officer acting under his/her hand.
- 7.9. Following the performance and satisfaction of all the obligations contained in this Deed the Borough Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.10. Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.11. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 7.12. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it.
- 7.13. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

7.14. The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived.

7.15. Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to either the Borough Council or the County Council.

7.16. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Borough Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7.17. The Owner covenants and warrants to the Borough Council and the County Council that it has 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.

7.18. The Parties agree that:

7.18.1. Nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

7.18.2. Nothing in this Deed grants planning permission or any other approval, consent, or permission required from the Borough Council or the County Council in the exercise of any other statutory function.

8. WAIVER

No waiver (whether expressed or implied) by the Borough Council 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 Borough Council the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. CHANGE IN OWNERSHIP

The Owner agrees with the Borough Council and the County Council to give each of them independently written notice of any transfer in ownership of any freehold or leasehold interests in the Site occurring before all the positive obligations under this Deed have been discharged such notice to be served within twenty one (21) days of such transfer and 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 or unit of occupation purchased by reference to a plan **PROVIDED THAT** this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like.

10. INDEXATION

All sums referred to in the Second Schedule, the Third Schedule and the Fourth Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS 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:

10.1 A is the sum payable under this Deed;

10.2 B is the original sum calculated as the sum payable;

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

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

10.5 C/D is greater than 1.

11. INTEREST

If any payment due under this Deed is not paid on time Late Payment Interest will be payable from the date payment is due to the date of payment.

12. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13. NOTICES

13.1. Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing **PROVIDED THAT** the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 13.2.

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

The Borough Council	The Head of Planning and Development (or a duly appointed successor), Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE
The County Council	The Executive Director of Growth Highways and Infrastructure (or a duly appointed successor) Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX

The NHS	The Estates Strategic Planning Manager (or a duly appointed successor) Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
The Owner	Mr Shmuel Feldman care of Lower Ground, 216 Lordship Road, London, United Kingdom, N16 5HQ
The Applicant	Mr Shmuel Feldman care of Lower Ground, 216 Lordship Road, London, United Kingdom, N16 5HQ
The Lender	4th Floor 164 Bishopsgate, London, EC2M 4LX (Ref:)

13.3. Any notice or other written communication to be given by either the Borough Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Borough Council or the County Council by a duly authorised officer of the Borough Council or the County Council as appropriate.

13.4. The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) Working Days following:

13.4.1. Commencement of Development;

13.4.2. Occupation of the first (1st) Dwelling; and

13.4.3. Completion of Development.

14. DISPUTE RESOLUTION

14.1. Any dispute or difference of any kind whatsoever arising between any or all of the Parties out of or in connection with this Deed (including without limitation any question regarding its existence validity or termination) which cannot be resolved by prior agreement between the parties to the dispute ("the Dispute Parties") shall be referred to arbitration before a single Expert (the "Expert").

14.2. The Dispute Parties shall jointly appoint the Expert not later than twenty-eight (28) days after service of a request in writing by either Party to do so.

14.3. If the Dispute Parties are unable to agree within twenty-eight (28) days as to the appointment of such Expert then the Expert shall be appointed on the application of any of the Dispute Parties as follows:

14.3.1. if the difference or question relates to the rights and liabilities of any Dispute Party or to the terms or conditions to be embodied in the Deed or document appertaining to the Deed it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society;

14.3.2. if the difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers;

14.3.3. if the difference or question relates to the value of any interest in property it shall be referred to a chartered surveyor agreed upon by the Dispute Parties but in default of agreement appointed at the request of any Dispute Party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or

14.3.4. if such difference or question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the Dispute Parties but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute

14.4. In the event of a reference to arbitration the Dispute Parties agree to:

14.4.1. prosecute any such reference expeditiously; and

14.4.2. do all things or take all steps reasonably necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable.

14.5. The Expert will have the power to consolidate proceedings or hold concurrent proceedings and to order on a provisional basis any relief which he would have power to grant on a final award.

14.6. The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the hearing.

14.7. The award shall be final and binding both on the Dispute Parties and on any persons claiming through or under them and judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

14.8. Unless this Deed has already been terminated the Parties shall in every case continue to comply with their obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this Clause but without prejudice to the rights and obligations of the Parties in relation to the termination of the Deed.

15. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the Borough Council or the County Council for confirmation to that effect and upon the Borough Council or County Council being satisfied that the relevant Deed obligation and covenant as the case may be has been satisfied the Borough Council or the County Council shall forthwith issue confirmation to such effect.

16. APPROVALS

Where any matters are approved by the Borough Council under the terms of this Deed further amendments thereof if approved by the Borough Council shall replace those previously approved.

17. COMMUNITY INFRASTRUCTURE LEVY

The Parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 the obligations imposed in this Deed are (a) necessary to make the Development permitted pursuant to the Application acceptable in planning terms (b) directly relate to the Development permitted pursuant to the Application and (c) fairly and reasonably relate in scale and kind to the Development permitted pursuant to the Application.

18. SECTION 73 PERMISSION

In the event that a Section 73 Permission is granted the Parties acknowledge that the obligations set out in this Deed shall to the extent that they remain relevant bind the Site in respect of that Section 73 Permission **PROVIDED THAT** the Borough Council when determining any Section 73 application relating to the Site shall not be restricted from requiring that any consequential obligations of an appropriate nature (so far as they are materially different to those contained in this Deed) be secured by way of a new deed or supplemental deed or deed of modification pursuant to Section 106 (or Section 106A) of the Act.

19. THE APPLICANT'S COVENANTS

- 19.1 The Applicant consents to the completion of this Deed and declares that its interest in the Site identified in the Recitals shall be bound by the terms of this Deed.
- 19.2 The Applicant (or any future lessee whose interest in the Site is bound by the terms of this Deed) shall not be liable for the obligations on the part of the Owner contained in this Deed unless the Applicant itself Commences Development or carries out (or procures on its behalf the carrying out of) works pursuant to the Planning Permission.

20. THE LENDER'S CONSENT

- 20.1 The Lender consents to the completion of this Deed and declares that its interest in the Site shall be bound by the terms of this Deed as if it had been executed and registered as a land charge before the creation of the Lender's interest in the Site.
- 20.2 The Lender (or any future lender whose interest in the Site is bound by the terms of this Deed) shall not be liable for any breach of the obligations in this Deed unless committed at a time when the Lender is in possession of all or any part of the Site. For the avoidance of doubt, the Lender shall not be liable for any subsisting breach of this Deed occurring prior to the date of such possession.

21. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England.

22. 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.

This Deed has been executed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing the
Common Seal of Ipswich Borough
Council in the presence of:)
)
)

[Redacted]

Ushahiwad

Authorised Officer



Executed as a Deed by affixing the
Common Seal of Suffolk County
Council in the presence of:)
)
)

GULCAN DIRLIK

Authorised Officer



Executed as a Deed by CARR STREET
ESTATES LIMITED

[Redacted]

Acting by a Director

In the presence of:

Witness signature:

Witness Name:

Witness Address:

[Redacted]

70064

Executed as a Deed by CARR ST
DEVELOPMENTS LIMITED

[Redacted]

Acting by a Director

In the presence of:

Witness signature:

Witness Name:

Witness Address:

[Redacted]

Executed as a Deed by NHS SUFFOLK
AND NORTH EAST ESSEX
INTEGRATED CARE BOARD

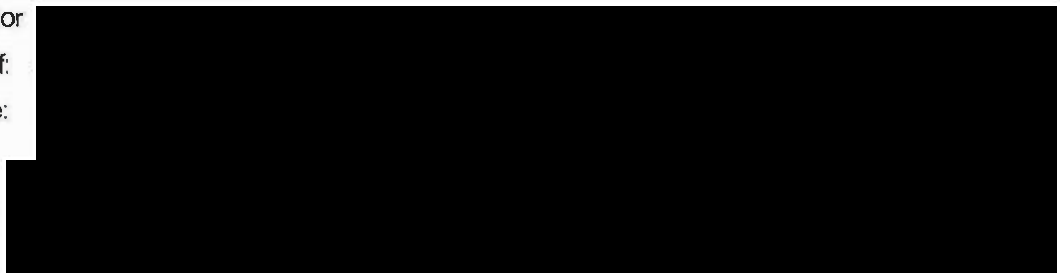
Acting by a Director

In the presence of:

Witness signature:

Witness Name:

Witness Address:



Executed as a Deed by

LUCY ANN BRADBAN.

as attorney for ALLICA BANK

LIMITED, the Lender, under a

Power of attorney dated

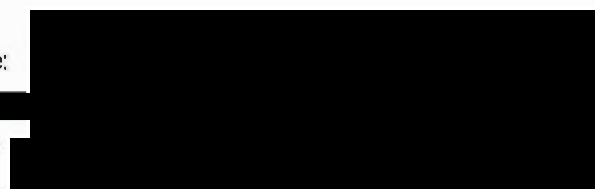
25 March 2025 in the presence

of:

Witness signature:

Witness Name:

Witness Address:



FIRST SCHEDULE

SITE PLAN



location plan 1:1250



19820



70064



SECOND SCHEDULE

THE OWNER COVENANTS WITH THE BOROUGH COUNCIL:

1 RAMS CONTRIBUTION

- 1.1 To pay to the Borough Council the RAMS Contribution prior to Commencement of Development.
- 1.2 Not to Commence or permit Commencement of Development until the RAMS Contribution has been paid to the Borough Council.

THIRD SCHEDULE

THE OWNER COVENANTS WITH THE COUNTY COUNCIL

1 EDUCATION CONTRIBUTIONS

- 1.1 To pay to the County Council the Education Contributions prior to Commencement of Development.
- 1.2 Not to Commence or permit Commencement of Development until the Education Contributions have been paid to the County Council.

2 HIGHWAY CONTRIBUTIONS

- 2.1 To pay to the County Council the Highway Contributions prior to Commencement of Development.
- 2.2 Not to Commence or permit Commencement of Development until the Highway Contributions have been paid to the County Council.

3 LIBRARY CONTRIBUTION

- 3.1 To pay to the County Council the Library Contribution prior to Commencement of Development.
- 3.2 Not to Commence or permit Commencement of Development until the Library Contribution has been paid to the County Council.

4 WASTE CONTRIBUTION

- 4.1 To pay to the County Council the Waste Contribution prior to Commencement of Development.
- 4.2 Not to Commence or permit Commencement of Development until the Waste Contribution has been paid to the County Council.

FOURTH SCHEDULE

THE OWNER COVENANTS WITH THE NHS:

1 NHS CONTRIBUTION

- 1.1 To pay to the NHS the NHS Contribution prior to Commencement of Development.
- 1.2 Not to Commence or permit Commencement of Development until the NHS Contribution has been paid to the NHS.

FIFTH SCHEDULE

THE BOROUGH COUNCIL COVENANTS WITH THE OWNER:

1 RAMS CONTRIBUTION

- 1.1 To use the RAMS Contribution towards the mitigation of the Development on the Stour and Orwell Estuaries Special Protection Area, the Stour and Orwell Estuaries Ramsar Site and the Braziers Wood and Meadows County Wildlife Site.
- 1.2 If requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year to pay to any person such amount of the RAMS Contribution paid by that person which has not been committed or expended by the Borough Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end **PROVIDED THAT** if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 1.3 When the RAMS Contribution paid to the Borough Council pursuant to this Deed has been spent or committed the Borough Council shall upon written request by the Owner after the expiry of ten (10) years from Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

SIXTH SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNER:

1 EDUCATION CONTRIBUTIONS

- 1.1 To use the Early Years Contribution for the improvement and enhancement of early years provision serving the Development.
- 1.2 To use the Primary School Contribution for the improvement and enhancement (including increasing the pupil admission number and any provision forward funded by the County Council) of primary schools serving the Development.
- 1.3 To use the Secondary School Contribution for the improvement and enhancement (including increasing the pupil admission number and any provision forward funded by the County Council) of secondary schools serving the Development.
- 1.4 To use the Sixth Form Contribution for the improvement and enhancement (including increasing the pupil admission number and any provision forward funded by the County Council) of sixth form school provision at secondary schools serving the Development.
- 1.5 If requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year to pay within one month of such request to any person such amount of the Education Contributions paid by that person which has not been committed or expended by the County Council in accordance with

the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end **PROVIDED THAT** if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.

- 1.6 When the Education Contributions paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

2 HIGHWAY CONTRIBUTIONS

2.1 To use the TRO Contribution towards altering the existing traffic regulation order on Old Foundry Lane in order to provide a car club space serving the Development.

2.2 To use the Bus Stop Improvements Contribution towards improving bus stop infrastructure in Ipswich Town Centre.

2.3 If requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year to pay to any person such amount of the Highway Contributions paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end **PROVIDED THAT** if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.

2.4 When the Highway Contributions paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

3 LIBRARY CONTRIBUTION

3.1 To use the Library Contribution towards improving, enhancing or providing library facilities serving the Development.

3.2 If requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year to pay to any person such amount of the Library Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end **PROVIDED THAT** if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.

3.3 When the Library Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

4 WASTE CONTRIBUTION

4.1 To use the Waste Contribution towards the provision of a new Household Waste Recycling Centre in Ipswich which may include any such provision that has been forward funded by the County Council.

4.2 If requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year to pay to any person such amount of the Waste Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end **PROVIDED THAT** if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.

4.3 When the Waste Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

SEVENTH SCHEDULE

THE NHS COVENANTS WITH THE OWNER:

1 NHS CONTRIBUTION

1.1 To use the NHS Contribution towards creating additional floor space at Orchard Street Health Centre, Ipswich.

1.2 If requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year to pay to any person such amount of the NHS Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end **PROVIDED THAT** if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.

1.3 When the NHS Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.