

Dated **6 May** 2026

**BABERGH DISTRICT COUNCIL
SUFFOLK COUNTY COUNCIL
IPSWICH BOROUGH ASSETS LIMITED
MARKS AND SPENCER PLC**

**PLANNING OBLIGATION BY
DEED UNDER SECTION 106
OF THE TOWN AND
COUNTRY PLANNING ACT
1990**

**relating to Former Toys R Us
Store, Copdock Interchange,
Pinewood IP8 3TT
(planning application
reference: DC/25/03046)**

DC Reference: LC 5234840

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This Deed is made on

6 May

2026

Between

- (1) **Babergh District Council** of Endeavour House, 8 Russell Rd, Ipswich IP1 2BX (hereinafter called the **Council**);
- (2) **Suffolk County Council** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX (**County Council**); and
- (3) **Ipswich Borough Assets Limited** (Company Regn No. 10110518) of Grafton House, Russell Road, Ipswich, United Kingdom, IP1 2DE (**Owner**); and
- (4) **Marks and Spencer Pic** (Company Regn No. 00214436) of Waterside House, 35 North Wharf Road, London, W2 1NW (**M&S**).

Together the **Parties**.

Whereas

- (A) The 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 highway authority (except for trunk roads) and is also a local planning authority for the purposes of the Act for the area in which the Site is situated.
- (C) The Site is owned by the County Council under the freehold title registered at HM Land Registry under title number ~~SK466742~~ (**Freehold Owner**).
SK14531
- (D) Ipswich Borough Assets Limited own the leasehold title registered at HM Land Registry under title number SK99932 and enters into this Deed to consent to the provisions contained within.
- (E) M&S has submitted the Application for the Development to the Council and the Council has agreed to grant planning permission 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 Council and the County Council enter into this Deed to the intent that the requirements of the Council's policies are met and that any objections by them to the grant of planning permission on the basis of those policies are overcome.
- (G) The Council and the County Council consider and the Owner and M&S acknowledge 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.
- (H) The Council and the County Council are 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).

It is agreed

1 Definitions

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

Act means the Town and Country Planning Act 1990 (as amended)

Appeal means either appeal proceedings pursuant to section 78 of the Act or where the Application is called-in by the Secretary of State for their own determination pursuant to section 77 of the Act

Application means the outline application for planning permission to develop the Site received by the Council on 7 July 2025 and bearing the Council's reference number DC/25/03046

BCIS Index means 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 means the increase in any sum referred to in Schedule 2 (M&S Covenants with the County Council) as BCIS Indexed by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 14 of this Deed

Commencement of Development means the date on which any material operation (as defined in Section 56(4) of the Act) begins to be carried out on any part of the Site other than 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** shall be construed accordingly

Completion of Development means the date that the Development approved under the Planning Permission is first Occupied

Contribution(s) means each financial contribution payable under this Deed (other than any legal costs that may be payable) namely the Off-Site Pedestrian and Cycling Infrastructure Contribution and the Travel Plan Monitoring Fee

Development means the development of the Site in accordance with the Planning Permission for Refurbishment and extension of existing retail unit, widening of range of goods restrictions to include the sale of comparison and convenience goods (including food and drink), reconfiguration of car park including provision of EV charging spaces and cycle parking, amendments to landscaping and associated works

Late Payment Interest means interest at 4 per cent above the base lending rate of the Bank of England from time to time

Occupation means 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

Off-Site Pedestrian and Cycling Infrastructure Contribution means a financial contribution of One Hundred and Thirty Seven Thousand Seven Hundred and Fifty Pounds (£137,750) BCIS

Indexed payable towards the County Council's Local Cycling and Walking Infrastructure Plans (Capel to Copdock scheme and London Road / Hawthorne Drive scheme) or a scheme to improve local cycling and walking infrastructure between London Road and the Site to improve cycle access to the Site including all necessary works design costs legal costs orders officer time and all other ancillary costs related to such scheme(s)

Planning Permission means the planning permission to be granted by the Council pursuant to the Application together with any amended or varied version of that planning permission pursuant to Sections 73 or 96A of the Act

RPI Index means the All Items index figure of the Index of Retail Prices published by the Office for National Statistics from time to time 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 reasonably agreed between the Parties

RPI Indexed means the increase to any sum referred to in the Schedule 2 (M&S Covenants with the County Council) as RPI Indexed by an amount equivalent to the increase in the RPI Index to be calculated in accordance with clause 14 (Indexation) of this Deed

Secretary of State means the Secretary of State for Housing Communities and Local Government or any successor in function thereto

Site means the land described at Former Toys R Us Store, Copdock Interchange, Pinewood IP8 3TT forming part of land registered with the Land Registry under title number SK99932 shown edged red on the Site Plan and being the land against which this Deed may be enforced

Site Plan means the plan marked Site Plan attached to the Schedule 1 of this Deed

Travel Plan means the long-term management strategy submitted pursuant to the Planning Permission that seeks to deliver sustainable transport objectives that is regularly monitored, reviewed and updated

Travel Plan Monitoring Fee means the sum of Six Thousand Pounds (£6,000) RPI Indexed payable to the County Council in accordance with the provisions of Schedule 2 hereto and to be applied by the County Council in respect of monitoring the implementation of the Travel Plan

Working Days means 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 gender include 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 any party to this Deed shall include the successors in title to that party the personal representatives of that party and any party deriving title through or under that party and in the case of the Council or the County Council the successors to their respective statutory functions.
- 2.7 Where this Deed requires a plan or strategy or other document to be submitted to the Council or 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.
- 2.8 The headings are for reference only and shall not affect construction.
- 2.9 Any covenant by M&S not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3 Effect of the Deed

- 3.1 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission:
- (a) shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development;
 - (b) or is modified (without the consent of M&S)
- and the Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 3.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed (save for antecedent breaches) after it shall have parted with its entire interest in the Site (or part where such breach occurs). 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.
- 3.3 In the event that any new planning applications are made in respect of the Development pursuant to Section 73 of the 1990 Act then with effect from the date that the new planning permission is granted pursuant to Section 73 of the 1990 Act:
- (a) unless the local planning authority requires otherwise the planning obligations in this Agreement shall in addition to binding the Site in respect of the Planning Permission shall also bind the Site in respect of any planning permission granted pursuant to Section 73 of the 1990 Act; and
 - (b) the definitions of "Application", "Development" and "Planning 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 3.3 shall fetter the discretion of the District Council in determining any applications under Section 73 of the 1990 Act and the appropriate nature and/or quantum of planning obligations

in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act (whether by way of a new Deed or supplemental Deed pursuant to Section 106 of the 1990 Act or a modification pursuant to Section 106A of the 1990 Act).

4 Legal basis

- 4.1 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.
- 4.2 The covenants restrictions and requirements imposed upon M&S under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and the County Council as local planning authorities against M&S and their successors in title.
- 4.3 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.

5 Conditionality

This Deed is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development.

Save for where otherwise stated in this Deed.

6 M&S covenants

M&S covenants with the County Council as set out in the Schedule 2 (M&S Covenants with the County Council).

7 The Council covenants

The Council and the County Council covenant with M&S as set out in the Schedule 3 (The Councils' Covenants with M&S).

8 Enforceability

- 8.1 The obligations in this Deed shall not be enforceable against:
- (a) any mortgagee or chargee of the Site, or any receiver appointed by such mortgagee or chargee, or any person deriving title through such mortgagee or receiver, unless and until such person takes possession of the Site for purposes other than securing repayment of the loan, in which case the planning obligations of this Deed will be enforceable unless they take possession in title of the Site or any part thereof;
 - (b) 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 or public transport services in accordance with their statutory undertaking.

9 Indemnity

- 9.1 M&S agrees to indemnify the Council and to the County Council for any expenses or liability arising to the Council and the County Council in respect of breach by M&S of any obligation contained herein save to the extent that any act or omission of the Council or as the case may be County Council its employees or agents has caused or contributed to such expenses or liability.
- 9.2 M&S agrees to hereby indemnify the Owner against any costs expenses or liabilities arising to the Owner in respect of the Owner entering into this Deed and any of the covenants or obligations set out herein save where and to the extent that the Owner Commences the Development on the Site pursuant to the Planning Permission.

10 Consent by the Council and County Council

Where an approval, consent or expression of satisfaction or a subsequent deed is required by M&S from the Council or as the case may be the County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

11 Miscellaneous

- 11.1 M&S, the Council and the County Council shall act in good faith and shall co-operate as necessary, to facilitate the discharge and performance of all obligations contained herein and M&S shall where reasonably practicable comply with any reasonable requests either of the 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 M&S' possession (at M&S' expense) for the purposes of monitoring compliance with the obligations contained herein.
- 11.2 M&S agrees declares and covenants to pay to the Council on completion of this Deed the proper and reasonable legal costs of the Council up to a maximum of £2,000 (no VAT payable) incurred in the negotiation preparation and execution on or before completion of this Deed.
- 11.3 M&S agrees declares and covenants to pay to the County Council on completion of this Deed the proper and reasonable legal costs of the County Council up to a maximum of £1,500 incurred in the negotiation preparation and execution on or before completion of this Deed.
- 11.4 M&S agrees declares and covenants to pay to the Council on completion of this Deed the monitoring costs of the Council in the sum of £450 incurred for the reasonable and proper administration costs of monitoring the performance of the planning obligations on or before completion of this Deed
- 11.5 M&S agrees declares and covenants to pay to the County Council on completion of this Deed the monitoring costs of the Council in the sum of £519 incurred for the reasonable and proper administration costs of monitoring the performance of the planning obligations on or before completion of this Deed.
- 11.6 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 11.7 This Deed shall be registered as a local land charge by the Council.
- 11.8 If requested by M&S and following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in

the Register of Local Land Charges in respect of this Deed subject to such reasonable charges as the Council may require to discharge this request.

- 11.9 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
- 11.10 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. For the avoidance of doubt, this also includes development conducted under permitted development rights and/or works where planning permission is not otherwise required.
- 11.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the 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.
- 11.12 If an Appeal has been determined by the Secretary of State (or an inspector on their behalf) and any decision expressly states that the whole or any part of an obligation set out in this Deed exceeds what can properly be required under Regulation 122 of the Town and Country Planning (Community Infrastructure Levy) Regulations 2010 or falls within the scope of Regulation 123 of the Town and Country Planning (Community Infrastructure Levy) Regulations 2010 then that obligation shall be deemed to be reduced varied or vitiated to the extent so expressly stated in their decision letter but otherwise all obligations and other matters set out in the Schedules shall be deemed to remain in full force and effect

12 Waiver

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

13 Change in ownership

- 13.1 M&S agrees with the Council and the County Council to give written notice of any transfer in ownership of any of any freehold interests in the Site occurring before all the positive obligations under this Deed have been discharged such notice to be served within 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.
- 13.2 The obligation in 13.1 shall not apply to the transfer or grant of leases of parts of the Site to statutory undertakers for the purposes of carrying out their statutory undertaking, e.g. electricity sub-stations or gas governors or other such associated equipment.

14 Indexation

All sums referred to in Schedule 2 (M&S Covenants with the County Council) shall be increased by an amount equivalent to the increase in the RPI Index or BCIS Index (as the context applies) 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) A is the sum payable under this Deed
- (b) B is the original sum calculated as the sum payable
- (c) C is the RPI Index or BCIS Index (as the context applies) for the month 2 months before the date on which the sum is payable
- (d) D is the RPI Index or BCIS Index (as the context applies and most recently published) for the month 2 months before the date of this Deed and
- (e) C/D is greater than 1

15 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

16 VAT

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

17 Notices

17.1 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 17.2.

17.2 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 Council	The Chief Planning Officer, Babergh District Council, Endeavour House, 8 Russell Rd, Ipswich IP1 2BX. – email: planning@baberghmidsuffolk.gov.uk
County Council	The Executive Director of Growth Highways and Infrastructure, Suffolk County Council, Endeavour House, 8 Russell Rd, Ipswich IP1 2BX.
The Owner	Ipswich Borough Assets Limited at Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE addressed to: Krystyna Mawby - Head of Property at Ipswich Borough Assets Limited (email: Krystyna.mawby@ipserv.co.uk) and Jenny Mitchell– Company Secretary of Ipswich Borough Assets Limited (email jenny.mitchell@ipserv.co.uk)
M&S	Marks and Spencer Pie at Waterside House, 35 North Wharf Road, London W2 1NW For the attention of: Property Director

	With a copy to M&S by the same method at the address above but marked for the attention of "Company Secretary".
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or as otherwise specified by the relevant party by notice in writing to each other party.

- 17.3 Any notice or other written communication to be given by either the Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council or the County Council by a duly authorised officer of the Council or County Council as appropriate.
- 17.4 M&S covenants to inform the Council and the County Council by way of written notice no later than 7 Working Days prior to:
- (a) Commencement of Development; and
 - (b) First Occupation of Development.

18 Dispute resolution

- 18.1 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 (**Dispute Parties**) shall be referred to arbitration before a single Expert (**Expert**)
- 18.2 The Dispute Parties shall jointly appoint the Expert not later than 28 days after service of a request in writing by either Party to do so.
- 18.3 If the Dispute Parties are unable to agree within 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:
- (a) 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
 - (b) 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
 - (c) 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
 - (d) 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
- 18.4 In the event of a reference to arbitration the Dispute Parties agree to:
- (a) prosecute any such reference expeditiously; and

- (b) do all things or take reasonable steps necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable.
- 18.5 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.
- 18.6 The award shall be in writing signed by the Expert and shall be finalised within 14 days of the hearing.
- 18.7 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.
- 18.8 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 18 but without prejudice to the rights and obligations of the Parties in relation to the termination of the Deed.
- 18.9 Any party may (but are not obliged to do so) pay the Expert's reasonable costs to ensure the timely release of the Expert's decision and recover such costs from the other parties as appropriate.
- 18.10 The provisions of this clause 18 shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief injunction specific performance payment of any sum damages and any other means of enforcing this Deed and consequential and interim orders and relief.

19 Satisfaction of any of the provisions of this Deed

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

20 Approvals

Where any matters are approved by the Council or as the case may be the County Council under the terms of this Deed further amendments may be submitted from time to time and if approved by the Council or as the case may be County Council (acting reasonably) shall replace those previously approved

21 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.

22 **Jurisdiction**

This Deed shall be governed by and interpreted in accordance with the law of England and Wales.

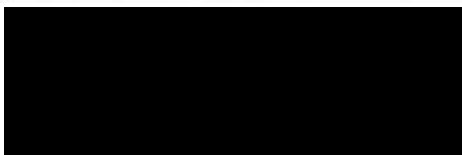
23 **Delivery**

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 hereto have executed this Deed on the day and year first before written

The common seal of)
Babergh District Council)
was hereunto affixed to this deed in the)
presence of:

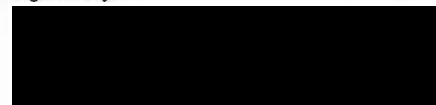
Authorised Sign



Full Name of Authoris



Position of Authorised Signatory:

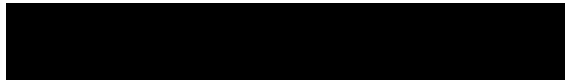


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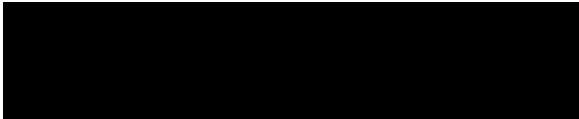
The common seal of
Suffolk County Council
was affixed to this deed in the presence of

)
)
)

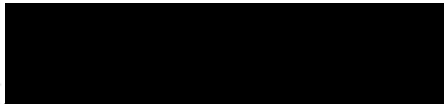


Authorised Signatory

Executed as a deed by
IPSWICH BOROUGH ASSETS LIMITED
Acting by a director in the presence of:

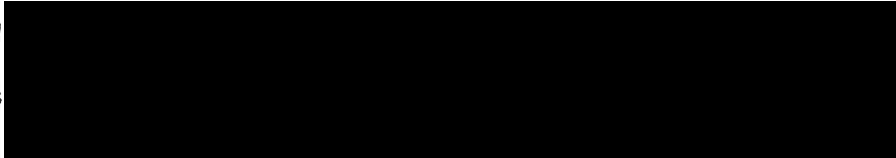


Director



Witness Signature

Witness Name:



Witness Address

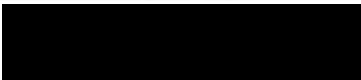
Witness Occupation:

EXECUTIVE ASSISTANT

Executed as a deed by



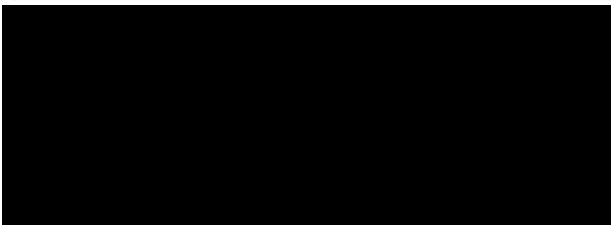
and



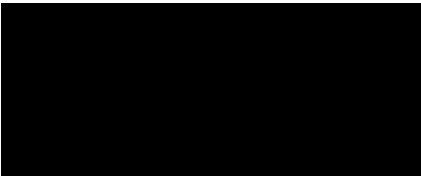
as attorneys for

Marks and Spencer P.L.C.

in the presence of:

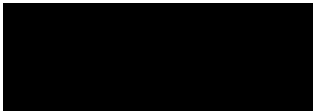


Witness's
signature:...



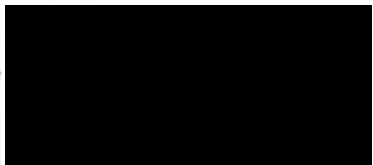
Witness's
name:.....

Witness address: Marks and Spencer P.L.C.,
Waterside House, 35 North Wharf Road,
London W2 1NW



.....
(Signature of attorney)

Witness's
signature:...



Witness's
name:.....

Witness address: Marks and Spencer P.L.C.,
Waterside House, 35 North Wharf Road,
London W2 1NW

Schedule 1

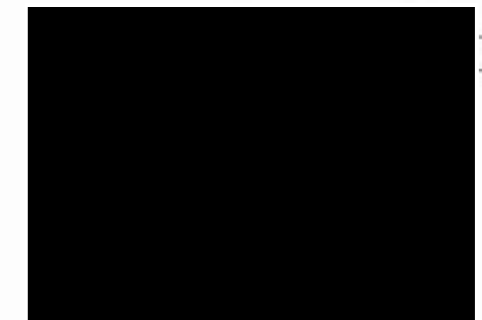
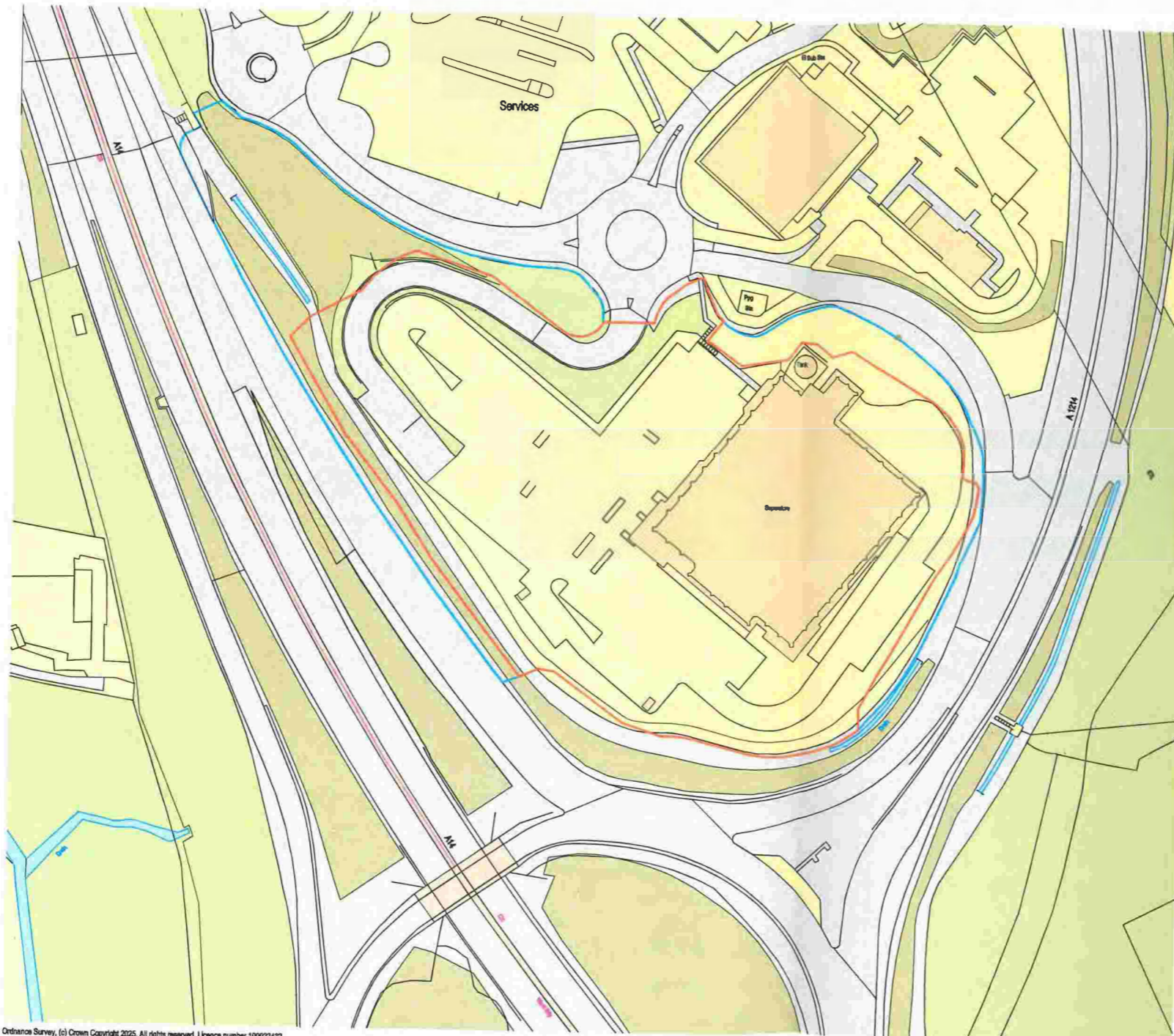
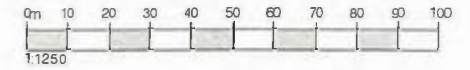
Title and Site Plan

The Land shown for identification purposes edged red in the Site Plan forming part of the land registered with the Land Registry under title number SK99932

NOTES

OR G NALA2

ALL DIMENSIONS TO BE CHECKED ON SITE.
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DRAWN CHECKED

01 09.06.25 MADE SITE BOUNDARY LINE CLEARER FOC RS

M&S

EST. 1884

STORE NAME
COPDOCK IPSWICH

COUNTRY
ENGLAND

PROJECT
NEW FULL LINE STORE

DRAWING

LOCATION



CONSULTANT
LEWIS AND HICKEY
DISCIPLINE DESCRIPTION
ARCHITECTURE

CONSULTANT LOGO



LEWIS AND HICKEY

18 Farnham Road
Quilford
Surrey
GU1 4XA
Tel: 01483 560908
Fax: 01483 560660
Email: guldford@lewisandhickey.com

SCALE	PAPER SIZE	DATE	DRAWN	CHECKED
1:1250	A2	23.05.25	FOC	RS

STORE NUMBER	PROJECT No	DISCIPLINE CODE	DRAWING No
0000	IIN001	A	400

CONSULTANT PROJECT No	STATUS	REVISION
G4542	P	01

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Schedule 2

M&S Covenants with the County Council

1 Contributions

1.1 M&S covenants with the County Council to pay the Contributions as follows:

- (a) To pay the Travel Plan Monitoring Fee to the County Council, in the following instalments:
 - (i) £1,200 (RPI Indexed) payable prior to first Occupation of the Development; and
 - (ii) thereafter to pay £1,200 (RPI Indexed) on each subsequent anniversary of the first payment for a further 4 years;
 - (iii) In alternate to payment per annum as in subclauses i & ii above, M&S may (but are not obliged to) pay the total sum of £6000 prior to first Occupation of the Development;
- (b) Not to Occupy or otherwise permit Occupation unless and until the first instalment of the Travel Plan Monitoring Fee has been paid to the County Council in accordance with Paragraph 1.1(a)(i) above.
- (c) To pay the Off-Site Pedestrian and Cycling Infrastructure Contribution (BCIS Indexed) to the County Council prior to first Occupation of the Development and not to Occupy or otherwise permit Occupation unless and until the Off-Site Pedestrian and Cycling Infrastructure Contribution has been paid to the County Council.

Schedule 3

The Council's Covenants with M&S

1 Covenants

- 1.1 The Council covenants to issue the Planning Permission as soon as practicable following completion of this Deed.
- 1.2 The County Council covenants to use the Contributions for the purposes set out in this Deed related to the Development and for no other purposes.
- 1.3 At the written request of M&S the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed owed to the County Council when satisfied that such obligations have been performed.
- 1.4 The County Council if requested to do so in writing within a further period of one (1) year after the expiry of 10 years from the date of payment of the Off-Site Pedestrian and Cycling Infrastructure Contribution to pay within one month of such request to any person such amount of the Off-Site Pedestrian and Cycling Infrastructure 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.
- 1.5 The County Council acknowledges that nothing in this Deed shall impose any liability on M&S in respect of the design or implementation of the scheme for which the Off-Site Pedestrian and Cycling Infrastructure Contribution is applied.