

DATED

21 April

2026

- (1) EAST COUNTY INVESTMENTS LIMITED
- (2) MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED
- (3) LNT CARE DEVELOPMENTS (4) LIMITED

TO

MID SUFFOLK DISTRICT COUNCIL

AND

SUFFOLK COUNTY COUNCIL

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

relating to the land at Truck East House, Violet Hill Road, Stowmarket, Suffolk
Planning Reference: [DC/25/01542](#)

DC Legal Ref: 5227480

DATE

21 April

2026

Unilateral Undertaking given by

- (1) EAST COUNTY INVESTMENTS LIMITED (Company number 11346264) of Blaston Lodge, Blaston Road, Market Harborough, Leicestershire, England, LE16 8DB (the "Owner")
- (2) MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED (Company number 06622231) of Fourth Floor, 100 Holdenhurst Road, Bournemouth, Dorset, BH8 8AQ (the "Buyer")
- (3) LNT CARE DEVELOPMENTS (4) LIMITED (Company number 12658809) of Helios 47 Isabella Road, Garforth, Leeds, United Kingdom, LS25 2DY (the "Developer")

To

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

and

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

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 £1,038.00 comprising of £519 (Five Hundred and Nineteen Pounds) per obligation trigger point due to the County Council under this Deed and for the avoidance of doubt this is a total of £519 (Five Hundred and Nineteen Pounds) (no VAT) 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
"the Development"	means the erection of 3 storey, 66 bed care home for older people with associated, landscaping, car parking and access
"First Occupation"	means the first occupation of the Development by a resident (being an elderly person) 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 "First Occupied" shall be construed accordingly
"Highway Contribution Fee"	means the sum of fifteen thousand pounds (£15,000) RPI Indexed to be paid to the County Council to be used by the County Council for a parking restriction amendment Traffic Regulation Order (TRO) necessary to enable the proposed access and off-site highway improvement works to be completed and to include all ancillary costs including but not limited to officer time legal costs consultation costs and costs of implementation
"Interest"	means interest at 4% above the base lending rate of the Bank of England from time to time
"the Land"	means the land edged in red on Plan 1 known as the land at Truck East House, Violet Hill Road, Stowmarket, Suffolk
"the Permission"	means the planning permission that may be granted for the Development pursuant to the Planning Application together with any amended or varied version of that planning permission pursuant to Sections 73 or 96A of the Act
"the Planning Application"	means the application for planning permission to carry out the Development on the Land, allocated with the Council's reference DC/25/01542 received on 31 March 2025 and validated on 1 April 2025
"the RPI Index"	means the Retail Price Index published by the Office for National Statistics or any index replacing the same
"the Site"	means the land shown edged red on Plan 2 being the Land against which this Deed is enforceable and which is registered as part of the freehold property (title absolute) with title number SK370530
"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 planning condition on the Permission

INTERPRETATION

1.2 Unless the context otherwise requires in this Deed:

- 1.2.1 The expressions "the Owner" "the Council" and "the County Council" shall include their respective successors in title (whether statutory or otherwise) their assigns and those deriving title from, through or under them.
- 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 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 number SK370530.

2.4 On 25 October 2024 the Owner entered into a conditional contract with the Buyer to sell the Site (and other land) to the Buyer, and a unilateral notice on title number SK370530 acknowledges this. The Buyer enters into this Deed to consent to the Owner entering into this Deed.

2.5 On 29 October 2024 the Buyer entered into a conditional contract to sell the Site to the Developer, and a unilateral notice on title number SK370530 acknowledges this. The Developer enters into this Deed to consent to the Owner and the Buyer entering into this Deed.

2.6 The Owner, the Buyer and the Developer enter into this Deed with the intention that the obligations contained in this Deed (subject to clause 7) may be enforced by the Council and 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, the Buyer and the Developer with the intent that such planning obligations be binding upon their interests in the Site and enforceable as planning obligations by the Council as local planning authority and 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 on the Council's local land charge register as a local land charge on the Site.

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) 5.3 and 5.4 (legal costs) and 5.5 (County Council Monitoring Fee) 7.4 (change of ownership) and 7.1 (notification of anticipated Commencement of Development) and 8.1 (liability after parting with an interest) which shall come into effect immediately upon completion of this Deed.

5. **THE OWNER'S UNDERTAKING AND THE DEVELOPER'S CONSENT**

- 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 and 2 of this Deed.
- 5.2 The Developer shall pay to the Council on the completion of this Deed the reasonable legal costs of the Council in reviewing this Deed.
- 5.3 The Developer shall pay to the Council the Council Monitoring Fees of £450.00 (no VAT payable) prior to completion of this Deed.
- 5.4 The Developer 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.
- 5.5 The Developer shall pay to the County Council the County Council Monitoring Fees prior to completion of this Deed.
- 5.6 The Developer acknowledges and declares that this Deed has been entered into by the Owner and the Buyer with its consent and that the Site shall be bound by the obligations contained in this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless it becomes the registered proprietor of the freehold or leasehold interest in the Site or any part of it in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
- 5.7 The Buyer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed PROVIDED THAT the Buyer shall otherwise have no liability under this Deed unless it becomes the

registered proprietor of the freehold or leasehold interest in the Site or any part of it in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

6 INDEXATION

All sums referred to in the Schedule 1 and Schedule 2 (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:

6.1 A is the sum payable under this Deed

6.2 B is the original sum calculated as the sum payable

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

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

6.5 C/D is greater than 1

7 NOTIFICATIONS

The Owner undertakes to the Council and County Council:

- 7.1 to notify the Council and the Council County in writing 10 working days before anticipated Commencement of the Development;
- 7.2 to notify the Council and the County Council in writing 10 working days before the date it is anticipated that any building comprised in the Development will be First Occupied;
- 7.3 to notify the Council and the County Council in writing within 10 working days of the date that any building comprised in the Development is First Occupied, and to specify in the notification the date on which such First Occupation occurred; and
- 7.4 to provide the Council and 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 or unit of occupation 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 Without prejudice to the liability for any subsisting breach of undertaking 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).
- 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.

- 8.3 None of the covenants contained in this Deed shall be enforceable against any person whose only interest in the Site is in the nature of the benefit of a license easement or covenant

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 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

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 and any such communication served on the County Council shall be addressed to the Executive Director of Growth Highways and Infrastructure and any such communication served on the Council shall be addressed to the Chief Planning Officer.

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 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 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 Council and County Council in the exercise of their functions in any capacity.

15 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.

16 COUNTERPARTS

This Deed may be executed in separate counterparts and such counterparts when executed and delivered shall be an original.

17 DELIVERY

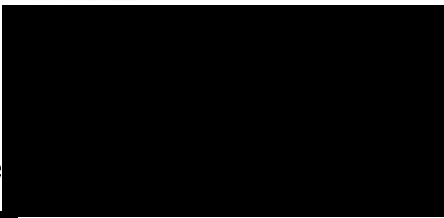
The provisions of this Deed (other than this clause, which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

EXECUTED as a DEED by
EAST COUNTY INVESTMENTS
LIMITED

acting by a director in the presence of:

[Signature]
Dire



Witness' Signature:

Witness' Name:

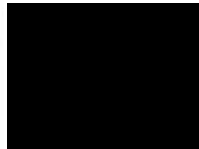
Witness' Address:



SIGNED as a DEED by
ROBERT JAMES WAITE

as Attorney for MCCARTHY & STONE RETIREMENT LIFESTYLES LIMITED
as Attorney pursuant to a Power of Attorney dated

21 January 2025



in the presence of:

 SIGNATURE OF WITNESS

 NAME OF WITNESS

 ADDRESS OF WITNESS

 WITNESS OCCUPATION

EXECUTED as a DEED by

LNT CARE DEVELOPMENTS (4) LIMITED

acting by one director in the presence of:

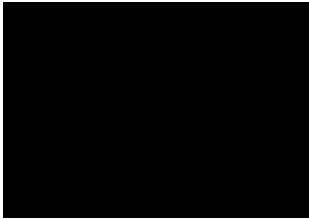
Full Name: *TOM MATHER*

In the presence of:

Witness Signature: 

Witness Name: 

Witness Address: 



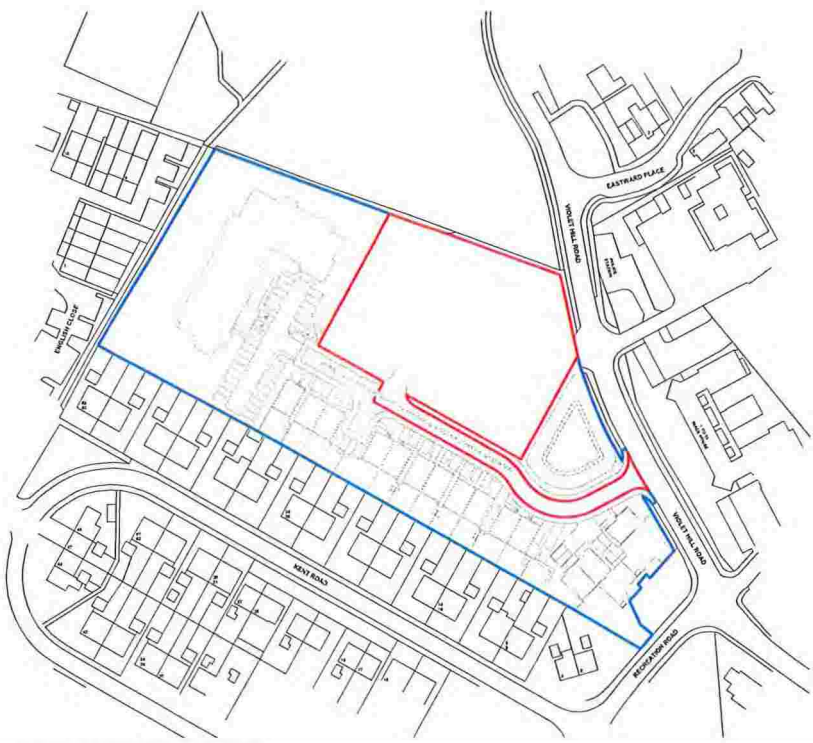
SCHEDULE 1 – TRAVEL PLAN MONITORING FEE

1. The Owner undertakes to the County Council:
 - a. to pay the Travel Plan Monitoring Fee in full to the County Council prior to First Occupation of the Development;
 - b. not to cause or permit First 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.

SCHEDULE 2 – HIGHWAY CONTRIBUTION FEE

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

PLAN 1 – THE LAND

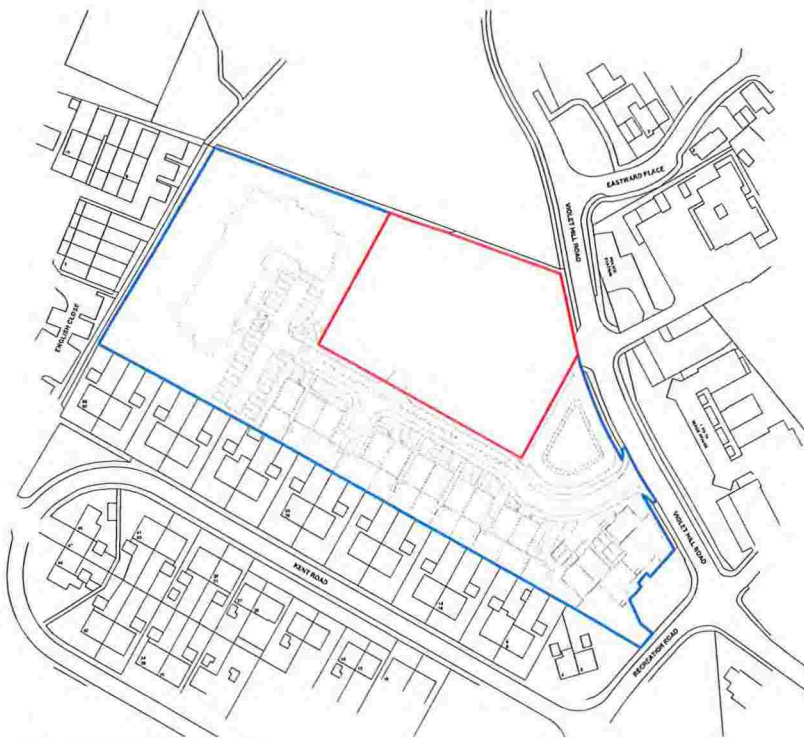


LOCATION PLAN
1 : 12 50





A	22.04.25	RED LINE UPDATED TO INCORPORATE ACCESS ROAD	JS
REV	DATE	DETAILS OF AMENDMENTS	DRAWN
REVISORS			
LNT Construction			
LNT CONSTRUCTION LTD UNIT 2, HELIOS 47 ISABELLA ROAD GARSFORTH LEEDS, WY Tel: 0113 385 3858 Fax: 0113 385 3858			
LNT CARE DEVELOPMENTS			
SITE: FORMER TRUCKEAST SITE, VIOLET HILL ROAD, STOWMARKET, WF14 1XN			
TYPE: LOCATION PLAN			
DATE: 11	1: 1250	DATE: 22/04/2025	18:32:54
DRAWN: JS		PROJECT: WF14 1XN - A-21A	
FOR PLANNING APPROVAL			
DESIGNED:		CHECKED:	
APPROVED: EJP		DATE:	

PLAN 2 – THE SITE



LOCATION PLAN
1:1250

0 10 20 30 40 50 60 70 80 90 100			
REV	DATE	DETAILS OF AMENDMENTS	DRAWN
REVISIONS			
			
LNT CONSTRUCTION LTD UNIT 2, HELOS 47 BABELLA ROAD GOSPORT LE25 2DY Tel: 01323 355 3155 Fax: 01323 355 3159			
CLIENT			
LNT CARE DEVELOPMENTS			
SITE			
FORMER TRUCKEAST SITE, WOLFEY HILL ROAD, STOVARNKET, BT14 1UN			
TITLE			
LOCATION PLAN			
SCALE	1:1250	DATE	25/01/2025 10:34:27
DRAWN	JS	CHKD BY	BT14 1UN - A-01
DETAILS OF CHECKS			
FOR PLANNING APPROVAL			
DESIGNED		DATE	
APPROVED		DATE	