

APPENDIX 5

TEMPLATE FOR VIABILITY REVIEW

VAT Part 1 - Review 1 Base % Aff			
DEVELOPMENT REVENUE			
Market Housing	Units	Total RL	Revenue/ RL
Market Housing - Semi-Detached Generally			400/01
Market Housing - Detached Generally			400/01
Market Housing - Terraced Generally			400/01
Flats (Apartments) - Generally (Medium)			400/01
Affordable Housing	0	0	400/01
Affordable Housing - Semi-Detached Generally			400/01
Affordable Housing - Detached Generally			400/01
Affordable Housing - Terraced Generally			400/01
Flats (Apartments) - Generally (Medium)			400/01
Self-Build Flats	0	0	400/01
Total Units	0	0	
Affordable Housing Percentage	400/01		
Non-residential receipts			
Non-renewable grant funding			
Total Revenue			
DEVELOPMENT EXPENDITURE			
Marketing from Market Housing			3.00%
Affordable Transfer Fee			0.50%
Non-renewable Marketing			3.00%
BCS Costs (Market & Affordable)	Units	Total RL	BCS Costs/ RL
Market Housing - Semi-Detached Generally	0	0	10.00%
Market Housing - Detached Generally	0	0	10.00%
Market Housing - Terraced Generally	0	0	10.00%
Flats (Apartments) - Generally (Medium)	0	0	10.00%
Garages - Single (3 & 4 bed units)		10,000	10
Garages - Double (3 bed units)		10,000	10
Professional Fees (3.0% of total building costs)		0	0%
Developer Profit - Market Units			20.00%
Developer Profit - Self-Build Flats			15.00%
Developer Profit - Affordable units			4.00%
Developer Profit - Non-residential			15.00%
Infrastructure/ Abnormal Costs			400/01
2024 Contributions			400/01
Finance costs (at 5% of total costs)			3.00%
Benchmark Land Value			400/01
50% Reduction (50/50 Hybrid of Self-Build Index and Nationwide Building Society Index)			400/01
50%			400/01
Agency/Lease			1.70%
Total Expenditure			400/01
Overall Deficit			400/01

LPA Committed Sam Payment	400/01
or	
Cost to Affordable	0.00%

Total Dwellings

VAT Part 2 - Review 1 Revised Affordable Calculation			
DEVELOPMENT REVENUE			
Market Housing	Units	Total RL	Revenue/ RL
Market Housing - Semi-Detached Generally			400/01
Market Housing - Detached Generally			400/01
Market Housing - Terraced Generally			400/01
Flats (Apartments) - Generally (Medium)			400/01
Affordable Housing	0	0	400/01
Affordable Housing - Semi-Detached Generally			400/01
Affordable Housing - Detached Generally			400/01
Affordable Housing - Terraced Generally			400/01
Flats (Apartments) - Generally (Medium)			400/01
Self-Build Flats	0	0	400/01
Total Units	0	0	
Affordable Housing Percentage	400/01		
Non-residential receipts			
Non-renewable grant funding			
Total Revenue			
DEVELOPMENT EXPENDITURE			
Marketing from Market Housing			1.00%
Affordable Transfer Fee			0.50%
Non-residential Marketing			1.00%
BCS Costs (Market & Affordable)	Units	Total RL	BCS Costs/ RL
Market Housing - Semi-Detached Generally	0	0	10.00%
Market Housing - Detached Generally	0	0	10.00%
Market Housing - Terraced Generally	0	0	10.00%
Flats (Apartments) - Generally (Medium)	0	0	10.00%
Garages - Single (3 & 4 bed units)		10,000	10
Garages - Double (3 bed units)		10,000	10
Professional Fees (3.0% of total building costs)		0	0%
Developer Profit - Market Units			20.00%
Developer Profit - Self-Build Flats			15.00%
Developer Profit - Affordable units			4.00%
Developer Profit - Non-residential			15.00%
Remaining infrastructure/ abnormal Costs			400/01
Remaining 2024 Contributions			400/01
Finance costs (at 5% of total costs)			1.00%
Benchmark Land Value			400/01
50% Reduction (50/50 Hybrid of Self-Build Index and Nationwide Building Society Index)			1.00%
50%			1.00%
Agency/Lease			1.70%
50% (or developer) share of Surplus			10.00%
Total Expenditure			400/01
Overall Deficit			400/01

	Average (3/10)	Average (3/10)	Location Weighting	Net to Gross Adjustment 10%	External Cost Allowance 50%	Contingency Allowance 1.0%	BCS Figure
Market Housing - Semi-Detached Generally		10.00	10.00	-	10.00	10.00	10.00
Market Housing - Detached Generally		10.00	10.00	-	10.00	10.00	10.00
Market Housing - Terraced Generally		10.00	10.00	-	10.00	10.00	10.00
Flats (Apartments) - Generally (Medium)		10.00	10.00	10.00	10.00	10.00	10.00

Viability BCS Costs per square foot	12.23
Location Average BCS Costs per square foot	10.00
Cost	0.00%

Sheet 400/01

SCHEDULE 15: BOROUGH COUNCIL'S COVENANTS

The Borough Council covenants with the Owner as follows:

1. **Application of Contributions**

- 1.1 Subject to clause 9 of this Deed in respect of any monies that it receives pursuant to this Deed, to place each Contribution when received into a Specific Contribution Account and not to expend any Contribution save that to the extent that it is reasonable to do so for the Purpose related to the relevant Contribution.
- 1.2 Subject to clause 9 of this Deed:
 - 1.2.1 if any of the Borough Council Contributions or part thereof remain unspent or not Committed by the Relevant BC Contribution Date; or
 - 1.2.2 if any of a BC or SCC Underspend or part thereof remains unspent or not Committed by the Relevant Underspend Date

then the Borough Council shall return such unspent monies or part thereof to the person who made the payment together with the interest accrued thereon within twenty (20) Working Days of a written request by the person who made the relevant payment to do so PROVIDED ALWAYS THAT where a Contribution Contract(s) has been entered into by the Borough Council in respect of the intended purposes of the relevant Contribution, or a BC or SCC Contribution Underspend the unexpended part shall not be repaid until such payments pursuant to such Contribution Contract(s) are made and the unexpended part of the Borough Council Contributions, or a BC or SCC Contribution Underspend to be repaid (if any) shall not include such payment pursuant to any such Contribution Contract(s).

2. **Affordable Housing**

- 2.1 To appoint the Borough Council's Assessor within 20 Working Days of receipt of a written request from the Owner pursuant to paragraph 2.4 of Part 2 of Schedule 2;
- 2.2 To ensure that the appointment of the Borough Council's Assessor includes a requirement for the Borough Council's Assessor to:
 - 2.2.1 issue their final report to the Borough Council within 50 (fifty) Working Days of the Validation Date; and
 - 2.2.2 subject to paragraph 3.4.2 of Part 2 of Schedule 2 to this Deed only make one request of the Owner for further information prior to the Validation Date in order to confirm to the Borough Council that it has received a valid Viability Assessment and to make such request within 15 (fifteen) Working Days of receipt by the Borough Council's Assessor of a Viability Assessment otherwise it shall be deemed that the Validation Date has occurred;
- 2.3 To provide the Owner with written confirmation that a valid Viability Assessment has been received or to notify the Owner in writing that the Owner must first respond to the Borough Council's Assessor's request for further information before the Borough Council will confirm

a valid Viability Assessment has been received in accordance with the terms of paragraph 3.4 of Part 2 of Schedule 2.

- 2.4 Following receipt of further information requested by the Borough Council's Assessor, to provide the Owner with written confirmation that a valid Viability Assessment has been received unless the Validation Date is otherwise determined to have occurred under the terms of paragraph 3.4 of Part 2 of Schedule 2.
- 2.5 To provide the Borough Council's Assessor with any information the Borough Council's Assessor has requested that is in the possession, is held or controlled by the Borough Council in order that the Borough Council's Assessor can issue a final report pursuant to any Viability Review in accordance with the relevant provisions of Part 2 of Schedule 2.
- 2.6 For a period not exceeding 50 (fifty) Working Days commencing on the Validation Date (unless otherwise agreed between the parties), to use Reasonable Endeavours to agree the following with the Owner:
 - 2.6.1 the Viability Assessment; and
 - 2.6.2 the Viability Review; and
 - 2.6.3 any Deferred Affordable Housing Scheme; and
 - 2.6.4 any Deferred Contributions.
- 2.7 To promptly provide the Owner with a copy of the final Viability Review report as prepared by the Borough Council's Assessor pursuant to paragraph 4.1 of Part 2 of Schedule 2 and in any event within 5 (five) Working Days of receipt of such a report from the Borough Council's Assessor.

3. Assistance in meeting Local Employment Commitments

To use Reasonable Endeavours to assist the Owner by working in partnership with the Owner and construction contractors (as relevant) to develop appropriate training and other pathways to employment to meet the opportunities identified by the Owner and the contractors and end-users of the Development under Schedule 11.

4. IGS Delivery Board

To comply with its obligations in relation to the IGS Delivery Board in accordance with Schedule 12 of this Deed.

5. Deferred Contributions and Surplus

- 5.1 To use any Deferred Affordable Housing Contribution towards the provision of Affordable Housing outside of the Development within the Borough.
- 5.2 To apply any Deferred Contributions in accordance with the provisions of paragraph 5.1 of Part 2 of Schedule 2 of this Deed.
- 5.3 If applicable, to apply the Valley Road/Westerfield Road Roundabout Improvements Contribution in accordance with paragraph 4 of Schedule 10 and/or in accordance with Clause 9.2 to this Deed.

6. Southern Land Valley Road/Westerfield Road Roundabout Improvements Contribution

6.1 To use Reasonable Endeavours to enter into a Northern Land Obligation(s) with the Northern Land Owner to secure the Northern Land Valley Road/Westerfield Road Roundabout Improvements Contribution.

6.2 In the event the Owner undertakes the Valley Road/Westerfield Road Roundabout Improvements and the actual costs of doing so exceed the Valley Road/Westerfield Road Roundabout Improvements Contribution then subject to the Owner (or the party that incurred the actual costs of the Valley Road/Westerfield Road Roundabout Improvements) evidencing the actual costs in accordance with paragraph 4.3 of Schedule 10 (the "**Satisfaction Date**"), the Borough Council, (in relation only to any part of the Northern Land Valley Road/Westerfield Road Roundabout Improvements Contribution actually received by the Borough Council pursuant to a Northern Land Obligation as at the Satisfaction Date and excluding any and all liability under this paragraph which is not fully covered by the Northern Land Valley Road/Westerfield Road Roundabout Improvements Contribution or any part of it actually received by the Borough Council) shall within 20 (twenty) Working Days from the Satisfaction Date pay the party that incurred the actual costs of the Valley Road/Westerfield Road Roundabout Improvements a sum representing the difference between the value of the actual costs and the Valley Road/Westerfield Road Roundabout Improvements Contribution up to a maximum of the Northern Land Valley Road/Westerfield Road Roundabout Improvements Contribution PROVIDED THAT where at the Satisfaction Date the Borough Council is not in receipt of the Northern Land Valley Road/Westerfield Road Roundabout Improvements Contribution or only part of it from the Northern Land Owner the Borough Council shall not be required to pay the Owner any sum representing the difference between the value of the actual costs and the Valley Road/Westerfield Road Roundabout Improvements Contribution referred to above unless and until 20 (twenty) Working Days after the Borough Council shall have received the Northern Land Valley Road/Westerfield Road Roundabout Improvements Contribution (or any part of it) from the Northern Land Owner.

7. Deferred Swimming Facilities Contribution

To use the Deferred Swimming Facilities Contribution towards the maintenance and enhancement of existing and new swimming facilities in Ipswich.

SCHEDULE 16: COUNTY COUNCIL OBLIGATIONS

1. The County Council covenants with the Owner (and the Borough Council in relation to paragraph 2 of this schedule) as follows:
2. **Application of Contributions**
 - 2.1 Subject to clause 9 of this Deed in respect of any monies that it receives pursuant to this Deed, to place each Contribution when received into a Specific Contribution Account and not to expend any Contribution save for the purposes set out in this Deed or if applicable, transferred to the Borough Council in accordance with the Contribution Reallocation Mechanism.
 - 2.2 to submit the Contributions Monitoring Report to the Borough Council quarterly commencing on the first quarter following receipt by the County Council of the first of the County Council Contributions.
 - 2.3 to:
 - 2.3.1 notify the Borough Council as soon as reasonably practicable on each and every occasion it identifies (if any) a SCC Contribution Underspend; and
 - 2.3.2 transfer to the Borough Council any SCC Contribution Underspend within 20 Working Days of any notification given to the Borough Council in accordance with paragraph 2.3.1 above.
3. Subject to clause 9 of this Deed
 - 3.1 if any of the County Council Contributions or part thereof remain unspent or not Committed by the Relevant CC Contribution Date; or Relevant Underspend Date or
 - 3.2 if any of a SCC Contribution Underspend or part thereof remains unspent or not Committed by the Relevant Underspend Date then the County Council shall return such unspent monies or part thereof to the person who made the payment together with the interest accrued thereon within twenty (20) Working Days of a written request by the person who made the relevant payment to do so PROVIDED ALWAYS THAT where a Contribution Contract(s) has been entered into by the County Council in respect of the intended purposes of the relevant Contribution, or a SCC Contribution Underspend the unexpended part shall not be repaid until such payments pursuant to such Contribution Contract(s) are made and the unexpended part of the County Council Contributions, or the SCC Contribution Underspend to be repaid (if any) shall not include such payment pursuant to any such Contribution Contract(s).
4. **Residents Travel Pack**
 - 4.1 To confirm written approval or rejection of each of the draft Resident Travel Packs submitted by the Owner for approval within thirty (30) Working Days' of receipt and the County Council shall be deemed to have approved the relevant Resident Travel Pack if it has not responded to the Owner within thirty (30) Working Days' of receipt of that Resident Travel Pack.
5. **Travel Plans**
 - 5.1 To confirm written approval or rejection of the Full Travel Plan submitted by the Owner for approval within 30 (thirty) Working Days' of receipt and the County Council shall be deemed

to have approved the Full Travel Plan if it has not responded to the Owner within thirty (30) Working Days' of receipt of the Full Travel Plan.

6. Travel Plan Evaluation and Support Contribution

6.1 To use the Travel Plan Evaluation and Support Contribution for officer time spent on reviewing the Travel Plans, Resident Travel Packs, the Travel Plan Monitoring Report and agreeing new targets and objectives with the Travel Plan Coordinator through meetings, site visits, administrative support and the provision of any additional resources that may help support the implementation of the Travel Plans.

6.2 If requested to do so in writing after the expiry of two (2) years of the date of Occupation of the final Residential Unit, the County Council shall pay to the party that paid the Travel Plan Evaluation and Support Contribution in accordance with the provisions of this Deed of the amount which has not been Committed or expended by the County Council in accordance with the provisions of this Deed and make payment of the same within twenty (20) Working Days of such written request together with any interest accrued on the amount of the relevant Contribution to be repaid applied at the Bank of England Base Rate on receipt of a written request. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period.

7. Travel Plan Notices

7.1 To serve the Travel Plan Notice on the Owner where the Owner have failed in the reasonable opinion of the County Council to comply with the requirements of this Deed set out in paragraphs 10 - 17 (inclusive) of Schedule 4 to this Deed SAVE THAT nothing in this paragraph 7.1 shall affect the ability of the County Council to take any other action and/or apply for any other means of enforcing the obligations referred to in this paragraph 7.1.

7.2 To serve the Travel Plan Remedial Measures Notice on the Owner where the Owner has failed in the reasonable opinion of the County Council to meet any measures and actions as required in the Travel Plan Notice.

8. Library Contribution

To use the Library Contribution towards the provision of new library services through shared community premises within Ipswich Garden Suburb.

9. Deferred Waste Facilities Contribution

To use the Deferred Waste Facilities Contribution (if received) towards a replacement House Waste Recycling Centre (HWRC) for the Portman's Walk, Ipswich HWRC or for improvements and/or an extension to the Foxhall HWRC including or extended or relocated recycling centres.

10. Bus Stop Improvements Contribution

To use the Bus Stop Improvements Contribution towards installing one bus shelter, raising kerbs and three Real Time Passenger Information (RTPI) screens at three bus stops on Westerfield Road (B1077) as shown on the Bus Stop Plan.

11. Bus Service Contribution

To use and/or to pay the Bus Service Contribution to a third party to be used towards procuring a new dedicated bus service to serve the Development and towards funding the delivery of the dedicated bus service to serve the Development for a maximum period of 15 (fifteen) years starting from the date the new dedicated bus service is operational SAVE THAT the County Council and/or third party to whom the Bus Service Contribution is paid shall not be required to use the Bus Service Contribution to fund a new dedicated bus service beyond the initial pump priming of that bus service and/or to the extent that such a service is self-funding.

to procure that a new dedicated bus service to serve the Development should be in place as soon as possible from receipt of the first instalment of the Bus Service Contribution payable pursuant to paragraph 6 of Schedule 4 and in any event no later than 6 (six) months from receipt of the said instalment or such later date as is agreed in writing between the Owner the County Council and the Borough Council.

FOR THE AVOIDANCE OF DOUBT in the event that the Owner does not comply with its obligations contained in paragraph 6 of Schedule 4 so that the County Council does not receive the Bus Service Contribution or an instalment thereof:

- (a) the County Council and/or the third party to whom the Bus Service Contribution is paid shall not be required to continue to provide the dedicated bus service beyond the quantum of the Bus Service Contribution that has been paid at that date; and
- (b) the 15 (fifteen) year period referred to in paragraph 2.1 of this Schedule 16 shall pause and cease to run for the period of non-payment until payment has been made and once payment has been duly made the 15 (fifteen) year period shall recommence from the date of payment.

12. Public Rights of Way Contribution

To use the Public Rights of Way Contribution towards improvements to Footpath 18, Ipswich Bridleway 21 and Westerfield Bridleway 1.

13. Traffic Management Contribution

To use the Traffic Management Contribution towards the provision of traffic management measures to mitigate the impacts of the Development traffic on those roads identified in the Traffic Management Scheme.

14. Off Site Sustainable Transport Contribution

To use the Off Site Sustainable Transport Contribution towards the Off Site Sustainable Transport Measures.

15. Primary School

- 15.1 To use and/or to pay the Primary Education Contribution to an academy free school or other academic institution for use towards the build costs of the Primary School on the Primary School Site.

- 15.2 In the event that the County Council constructs the Primary School, to use Reasonable Endeavours to construct the Primary School in accordance with the Primary School Programme.
- 15.3 To use and/or to pay the Primary School Design Fee to a third party for use towards the cost of design, including consultation with community groups, school providers, central government and its agencies and others relating to the design, costing and project management of the Primary School and Early Years Setting.
- 15.4 Prior to submission of any planning application or reserved matters approval for the Primary School, the County Council will consult the Owner (in writing providing full details of the proposed layout and technical drawings and specifications) on the proposed layout of the Primary School and subject to the Owner providing reasonable comments within 30 (thirty) Working Days of receipt of all and full details of the proposed layout and technical drawings and specifications the County Council shall take into account the Owner's comments before submission of any planning application or reserved matters approval.
- 15.5 To respond to the details submitted by the Owner pursuant to paragraph 1.1 of Part 1 of Schedule 3 promptly and in any event within 30 (thirty) Working Days of receipt and in the event the County Council has not responded within such timeframe it shall be deemed to have approved said details.
- 15.6 In the event that the County Council (or its nominee being any academic institution, academy of free school) intends to commence construction of the Primary School within six (6) months of the date of completion of the transfer of the Primary School Site to provide the Owner with written notice of the same prior to the Occupation of the 80th (eightieth) Residential Unit;
- 15.7 In the event that the County Council (or its nominee being any academic institution, academy of free school) does not intend to commence construction of the Primary School within six (6) months of the date of completion of the transfer of the Primary School Site, to serve the Primary School Anticipated Commencement Notice on the Owner not less than 9 (nine) months before commencement of construction of the same is intended.
16. **Early Years**
- To use and/or to pay the Early Years Contribution to a third party for use towards the build costs of the Early Years Setting.
17. **Secondary School**
- 17.1 To use and/or to pay the Secondary Education Contribution to a third party for use towards the construction costs of the Secondary School to serve the Development and/or for improving and/or enhancing facilities and/or providing additional secondary school places at Ormiston School at the County Council's discretion.
- 17.2 To use and/or to pay the Secondary School Design Contribution to a third party towards the cost of design, including consultation with community groups, school providers, central government and its agencies and others relating to the design, costing and project management, of the Secondary School.

18. **Sixth Form**

To use and/or to pay the Sixth Form Education Contribution to a third party for use towards providing additional sixth form places at Suffolk One or for sixth form places at any institution to be provided as part of the Ipswich Garden Suburb.

19. **Pedestrian and Cycle Railway Bridge Escrow Account**

To hold all sums received towards the Pedestrian and Cycle Railway Bridge Maintenance Payment in the Pedestrian and Cycle Railway Bridge Escrow Account PROVIDED THAT the County Council may expend monies from the Pedestrian and Cycle Railway Bridge Escrow Account towards the purposes specified in this Deed.

SCHEDULE 17: NOTIFICATION

The Owner covenants with the Borough and County Council as follows:

1. To notify the Borough Council and the County Council upon Occupation of the:
 - 1.1 49th (forty ninth) Residential Unit in the Development and not to Occupy any more than 49 (forty nine) Residential Units until such notification has been given;
 - 1.2 99th (ninety ninth) Residential Unit in the Development and not to Occupy any more than 99 (ninety nine) Residential Units until such notification has been given
 - 1.3 179th (one hundred and seventy ninth) Residential Unit in the Development and not to Occupy any more than 179 (one hundred and seventy nine) Residential Units until such notification has been given;
 - 1.4 200th (two hundred) Residential Unit in the Development and not to Occupy any more than any more than 199 (one hundred and ninety nine) Residential Units until such notification has been given
 - 1.5 250th (two hundred and fifty) Residential Unit in the Development and not to Occupy any more than 249 (two hundred and forty nine) Residential Units until such notification has been given;
 - 1.6 299th (two hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 299 (two hundred and ninety nine) Residential Units until such notification has been given;
 - 1.7 399th (three hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 399 (three hundred and ninety nine) Residential Units until such notification has been given;
 - 1.8 456th (four hundred and fifty sixth) Residential Unit in the Development and not to Occupy any more than 456 (four hundred and fifty six) Residential Units until such notification has been given;
 - 1.9 499th (four hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 499 (four hundred and ninety nine) Residential Units until such notification has been given;
 - 1.10 550th (five hundred and fiftieth) Residential Unit in the Development and not to Occupy any more than 549 (five hundred and forty nine) Residential Units until such notification has been given;
 - 1.11 575th (five hundred and seventy fifth) Residential Unit in the Development and not to Occupy any more than 574 (five hundred and seventy four) Residential Units until such notification has been given;
 - 1.12 599th (five hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 599 (five hundred and ninety nine) Residential Units until such notification has been given;

- 1.13 699th (six hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 699 (six hundred and ninety nine) Residential Units until such notification has been given;
- 1.14 725th (seven hundred and twenty fifth) Residential Unit in the Development and not to Occupy any more than 724 (seven hundred and twenty four) Residential Units until such notification has been given;
- 1.15 750th (seven hundred and fiftieth) Residential Unit in the Development and not to Occupy any more than 749 (seven hundred and forty nine) Residential Units until such notification has been given;
- 1.16 775th (seven hundred and seventy fifth) Residential Unit in the Development and not to Occupy any more than 774 (seven hundred and seventy four) Residential Units until such notification has been given;
- 1.17 799th (six hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 799 (seven hundred and ninety nine) Residential Units until such notification has been given;
2. To notify the Borough Council upon Occupation of:
 - 2.1 50% (fifty percent) of the Market Value Units within each Phase and not to Occupy any more than 50% (fifty percent) of the Market Value units within a Phase until such notification has been given;
 - 2.2 75% (seventy five percent) of the Market Value Units within each Phase and not to Occupy any more than 75% (seventy five percent) of the Market Value units within a Phase until such notification has been given; and
 - 2.3 85% (eighty five percent) of the Market Value Units within each Phase and not to Occupy any more than 85% (eighty five percent) of the Market Value Units within a Phase until notification has been given.

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written.

The common seal of
IPSWICH BOROUGH COUNCIL
is hereunto affixed in the presence of



Name: *Carol*
DAVID CHURCH
Authorised Signatory



Name: *M J Ford*
Authorised Signatory



EXECUTED AS A DEED by affixing the
Common Seal of SUFFOLK COUNTY
COUNCIL in the presence of

)
)
)

.....
Authorised Signature

*Signature in the name of the company
CBRE SPUK III (NO.45) LIMITED*

EXECUTED as a DEED by
CBRE SPUK III (No.45) LIMITED
acting by a company incorporated
in Jersey, acting by DAVID
TWIDEN being a person
who, in accordance with the
laws of that territory, is
acting under the authority
of the company

.....
Director Signature

.....
Director's Name

EXECUTED as a DEED by
THE KESGRAVE COVENANT LIMITED
acting by Director.

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Director's Signature

.....
Director's Name