

# **Planning Obligation under Section 106 of the Town and Country Planning Act 1990**

relating to Land at Birchwood Fairhaven and Pantiles  
Felixstowe Road Ipswich IP10 0DF

Dated: 17<sup>m</sup> January

2024 5 

WAYNE JASON NORTON and PAMELA ANNE NORTON (1)

ALAN PATRICK REED and CAROLINE JULIE REED

ROBERT PHILIP OLIVER and HEATHER ANN OLIVER

IPSWICH CARE HOME LIMITED and IGLOO CARE LIMITED (2)

NATIONWIDE BUILDING SOCIETY (3)

EAST SUFFOLK COUNCIL (4)

SUFFOLK COUNTY COUNCIL (5)

(1) **WAYNE JASON NORTON** and **PAMELA ANNE NORTON** of Pantiles, Felixstowe Road, Nacton, Ipswich, IP10 0DF and **ALAN PATRICK REED** and **CAROLINE JULIE REED** of Fairhaven, Felixstowe Road, IP10 0DF and **ROBERT PHILIP OLIVER** and **HEATHER ANN OLIVER** of Birchwood, Felixstowe Road, Nacton, Ipswich, Suffolk IP10 0DF (“the Owners”), and

(2) **IPSWICH CARE HOME LIMITED (Co. Regn. No. 14969538)** of The Old House 64 The Avenue Egham TW20 9AD and **IGLOO CARE LIMITED (Co. Regn. No. 13750321)** of 5 Godalming Business Centre Woolsack Way Godalming Surrey GU7 1XW (“the Care Home / Developer”), and

(3) **NATIONWIDE BUILDING SOCIETY** of Nationwide House, Pipers Way, Swindon L SN38 1NW (“the Building Society”), and

(4) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton IP12 1RT (“the Council”), and

(5) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX (“the County Council”).

## **INTRODUCTION**

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the relevant obligations in this Deed are enforceable.
- 2 The County Council is the local highway authority (except for trunk roads) and local education 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 relevant obligations in this Deed are enforceable.

- 3 The Owners are the freehold owners of the Site registered at the Land Registry under title numbers SK115478, SK199618 and SK386127.
- 4 The Building Society has a registered charge against that part of the Site registered at the Land Registry under title number SK199618 dated 12 December 2019.
- 5 The Care Home / Developer submitted the Application to the Council for the Development and the Council has resolved to grant the Planning Permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
- 6 An Option Agreement dated 30 March 2023 has been made between (1) Robert Philip Oliver and Heather Ann Oliver and (2) Igloo Care Limited in relation of title SK115478.
- 7 An Option Agreement dated 30 March 2023 has been made between (1) Alan Patrick Reed and Caroline Julie Reed and (2) Igloo Care Limited in relation to title SK386127.
- 8 An Option Agreement dated 30 March 2023 has been made between (1) Wayne Jason Norton and Pamela Anne Norton and (2) Igloo Care Limited in relation to title SK199618.
- 9 The Care Home / Developer is intending to purchase the freehold interest in the Site subject to the Council granting the Planning Permission in terms which are satisfactory to the Care Home / Developer.
- 10 On 1 December 2023 the Council validated the Application and allocated it reference number DC/23/4635/FUL.
- 11 The Site lies within the area to which the Local Plan applies.

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART**

## 1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings and shall be read in conjunction with the definitions set out in the Second and Third Schedule:

<b>“Act”</b>	the Town and Country Planning Act 1990 as amended.
<b>“Application”</b>	the application for full planning permission for the Development validated by the Council and allocated reference number DC/23/4635/FUL.
<b>“Commencement of Development”</b>	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 works, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, access and/or highway works, the temporary display of site notices or advertisements and <b>“Commence Development”</b> shall be construed accordingly.
<b>“Completion of Development”</b>	means the date on which the Development is practically completed.

<b>“Council Monitoring Fee”</b>	the sum of Four Hundred and Forty Five Pounds (£445).
<b>“County Council Monitoring Fee”</b>	the sum of Four Hundred and Seventy Six Pounds (£476).
<b>“Consumer Prices Index”</b>	the Consumer Prices Index published by the Central Government or any subsequent indices replacing the same.
<b>“Development”</b>	Full Planning Application – Demolition of the existing dwellings at Birchwood, Fairhaven and Pantiles and the construction of a new 80-bedroom care home (Use Class C2) together from Felixstowe Road and associated car and cycle parking and landscaping as set out in the Application.
<b>“Index”</b>	All In Tender Price Index published by the Building Cost Information Service or any successor organisation.
<b>“Index Linked”</b>	the increase in any sum referred to in the Second and Third Schedule by an amount equivalent to the increase in the Index such sum is payable to be calculated in accordance with clause 11 of this Deed.
<b>“Interest”</b>	interest at 4 per cent above the minimum lending rate of the Bank of England from time to time.
<b>“Local Plan”</b>	The East Suffolk Council – Suffolk Coastal Local Plan adopted 23 September 2020.
<b>“NHS Primary Health Services</b>	means the sum of £20,300 (twenty

<b>Contribution</b>	thousand and three hundred pounds) Index Linked to be paid to the Council in accordance with the Third Schedule for the purposes of providing additional healthcare provision at any or all of the Two Rivers Medical Centre, Felixstowe Road Medical Practice, Ravenswood Medical Practice, Orchard Medical Practice, Solway & Mallick and/or Derby Road Practice.
<b>“Occupation” and “Occupied”</b>	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.
<b>“Plan”</b>	the plan attached to this Deed.
<b>“Planning Permission”</b>	the full planning permission subject to conditions as may be granted pursuant to the Application.
<b>“Section 106 Officer”</b>	the officer so designated by the Council and any notice required to be served on the Section 106 Officer must be sent or delivered to the Council at the address aforesaid marked for the attention of the Section 106 Officer.
<b>“Site”</b>	the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on the Plan.
<b>“Traffic Regulation Order Contribution”</b>	means the sum of £10,000,00 (ten thousand pounds) Index Linked payable

to the County Council for the purposes of amending the waiting and loading restrictions on Felixstowe Road including all ancillary legal costs, administrative costs and ancillary officer time and any necessary works.

**“Unit”**

means a bedroom within the Development.

**“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, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule 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 any gender includes any other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is 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 or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive 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 Directive or deriving validity from it.
- 2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person 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 The headings are for reference only and shall not affect construction.
- 2.8 Any covenant by the Owners not to do an act or thing shall be deemed to include an obligation to use all reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 2.9 Any notices required to be given under the terms of this Deed may (in addition to any other valid method of service) be given or served by sending the same by recorded delivery post addressed to the party to or upon whom it is to be given or served at the address for that party given in this Deed or such other address in the United Kingdom as that party may by notice to the other parties hereto or their solicitors stipulate as that party's address for service of notice pursuant to this Deed or if not such address is given or stipulated at that party's last known address and any notice so given or served shall be deemed to be received and the date on which it is given or served shall be deemed to be 48 hours after posting.

### **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act 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 Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and the County Council as appropriate as local planning authorities against the Owners and their successors in title.

### **4 CONDITIONALITY**

The obligations set out in the Second Schedule, Third Schedule, Fourth Schedule and Fifth Schedule are conditional upon the grant of the Planning Permission and Commencement of Development save for any pre-Commencement obligations and clauses 3, 4, 5.2-5.5, 17 and 18 of this Deed which shall take effect immediately upon completion of this Deed.



**5 THE OWNERS' COVENANTS**

- 5.1 The Owners hereby covenant with the Council as set out in the Second Schedule so as to bind the Site and each and every part thereof.
- 5.2 The Care Home / Developer hereby covenant with the Council to pay the Council's reasonable legal costs incurred in the preparation and negotiation of this Deed on completion of this Deed.
- 5.3 The Care Home / Developer covenant with the County Council to pay the County Council's reasonable legal costs incurred in the preparation and negotiation of this Deed on completion of this Deed.
- 5.4 The Care Home / Developer hereby covenant to pay the Council Monitoring Fee to the Council on completion of this Deed.
- 5.5 The Care Home / Developer covenant with the County Council to pay the County Council Monitoring Fee to the County Council on completion of this Deed.
- 5.6 The Owners hereby covenant with the County Council as set out in the Third Schedule so as to bind the Site and each and every part thereof.
- 5.7 The Owners warrant that they are the freehold owners of the Site and have full power and capacity to enter into this Deed and that no other party, save as disclosed to the Council and the County Council prior to the date of this Deed, or as set out in the Title Register of SK115478, SK199618 and SK 386127, has any charge over or any other interest in the Site which would require them to be a party to this Deed or whose consent is necessary to make this Deed binding on the Site.

**6. THE COUNCIL COVENANTS**

- 6.1 The Council hereby covenants with the Owners as set out in the Fourth Schedule.

**7 THE COUNTY COUNCIL COVENANTS**

- 7.1 The County Council hereby covenants with the Owners as set out in the Fifth Schedule.

**8 MISCELLANEOUS**

- 8.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.2 This Deed shall be registrable as a local land charge by the Council.

- 8.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council and/or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning Services (or the officer of the Council fulfilling such functions) 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 and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 8.4 Insofar as any clause or clauses of this Deed are 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.
- 8.5 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 (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.6 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 the part of the Site to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenant or restrictions over the Site in any transfer of the Site or part thereof will constitute an interest for the purposes of this clause 8.6.
- 8.7 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.
- 8.8 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council and/or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities.

- 8.9 The Owners covenant from the date of Commencement of Development to allow the Council and/or the County Council and its duly authorised officers or agents at all reasonable times on reasonable notice and subject to such officers of the Council and/or County Council at all times complying with health and safety requirements directed by the Owner and/or the Developer to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed.
- 8.10 The Owners hereby agree that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.

## **9 WAIVER**

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

## **10 CHANGE IN OWNERSHIP**

The Owners agree to give the Council and the County Council written notice within 10 (ten) Working Days of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice quoting the Council's reference DC/23/4635/FUL 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 purchased by reference to a plan and the title number or numbers thereof provided that this clause 10 shall not apply to any disposal of an individual Unit of the Development or to any disposal to the Care Home/Developer.

## **11 INDEXATION**

Any sum referred to in the Second Schedule and the Third Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the Index or RPI Index (as the context dictates and unless the context reads otherwise) 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:

11.1 A is the sum payable under this Deed;

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

11.3 C is the Index or RPI Index (as the context dictates) for the month 2 months before the date on which the sum is payable;

11.4 D is the Index or RPI Index (as the context dictates) for the month 2 months before the date of this Deed; and

11.5 C/D is greater than 1.

## **12 INTEREST**

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due until the date of payment.

## **13 VAT**

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

## **14 DISPUTE PROVISIONS**

14.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the

dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 14.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 (twenty-eight) Working Days after the conclusion of any hearing that takes place or 28 (twenty-eight) Working Days after he has received any file or written representation.
- 14.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 (ten) working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 (ten) Working Days.
- 14.5 The provisions of this clause shall not affect the ability of the Council and/or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

## **15 FUTURE PERMISSIONS**

- 15.1 In the event that any new planning permissions are made in respect of the Development pursuant to section 73 of the Act with effect from the date that such new planning permission is granted pursuant to section 73 of the Act
- 15.2 The obligations in this Deed shall in addition to binding the Site in respect of the Planning Permission relate to and bind the Site in respect of any planning permission granted pursuant to section 73 of the Act; and
- 15.3 The definition of Development, Application and Planning Permission shall be assumed to include reference to any applications under section 73 of the Act, the planning permission granted thereunder and the development permitted by such subsequent planning permission PROVIDED THAT nothing in this clause 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 section 106 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.

**16 THE BUILDING SOCIETY'S CONSENT**

The Building Society acknowledges and declares that this Deed has been entered into by the Owners with its consent to the intent that the Site shall be bound by the obligations contained in this Deed and that the security of the registered charge over the Site shall take effect subject to this Deed PROVIDED THAT the Building Society, including any other persons that may hold a mortgage or charge over the Site from time to time, shall only be liable for any breach whilst mortgagee in possession and shall not be liable for any pre-existing breach.

**17 JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

**18 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.

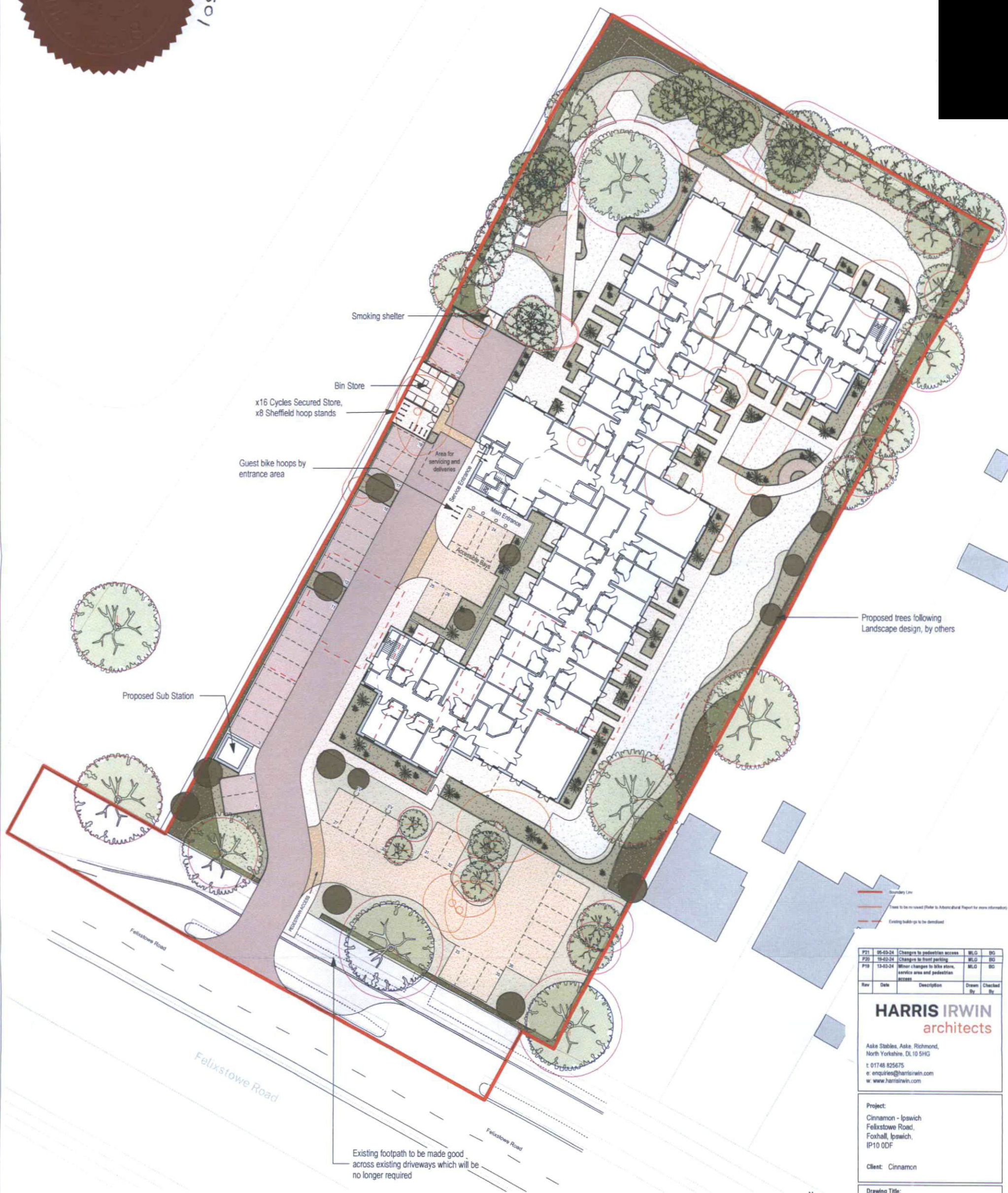
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

## **FIRST SCHEDULE**

### **Details of the Owner's Title, and description of the Site**

Part of the freehold land at Birchwood Fairhaven and Pantiles Felixstowe Road Ipswich IP10 0DF within registered title numbers SK386127 SK115478 and SK199618 shown edged red for identification only on the Plan.

NOTES  
 All dimensions are in millimetres unless stated otherwise.  
 Drawings are not to be scaled for Construction purposes.  
 This drawing is to be read in conjunction with all other relevant drawings and specifications.  
 The copyright of this drawing is vested in Harris Irwin Associates Ltd. and must not be copied or reproduced without the written consent of a Director.



Proposed trees following Landscape design, by others

Proposed Sub Station

Existing footpath to be made good, across existing driveways which will be no longer required

Boundary Line  
 Trees to be removed (Refer to Arboricultural Report for more information)  
 Existing buildings to be demolished

Rev	Date	Description	Drawn By	Checked By
P21	05-03-24	Changes to pedestrian access	MLG	BG
P20	18-02-24	Changes to front parking	MLG	BG
P19	13-02-24	Minor changes to bike store, service area and pedestrian access	MLG	BG

**HARRIS IRWIN**  
 architects  
 Aske Stables, Aske, Richmond,  
 North Yorkshire, DL10 5HG  
 t: 01748 825675  
 e: enquiries@harrisirwin.com  
 w: www.harrisirwin.com

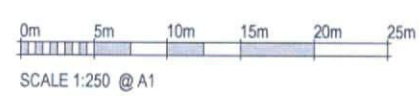
Project:  
 Cinnamon - Ipswich  
 Felixstowe Road,  
 Foxhall, Ipswich,  
 IP10 0DF  
 Client: Cinnamon

Drawing Title:  
 Proposed Site Plan

**For Planning Submission**

HIA Project Number	Scale @ A1	Intality
3458	1:250	00
Project Originator	Volume	Level
3458 - HIA - ZZ - XX - DR - A - 0102		

1 0102 Proposed Site Plan  
 1:250





## **SECOND SCHEDULE**

### **The Owners' Covenants with the Council**

#### **1. NHS PRIMARY HEALTH SERVICES CONTRIBUTION**

1.1 The Owners covenant on or before Commencement of Development to pay the NHS Primary Health Services Contribution to the Council.

1.2 The Owners covenant not to permit the Commencement of Development until the NHS Primary Health Services Contribution has been paid to the Council.

#### **2. NOTICES**

2.1 The Owner covenants to give at least 10 (ten) Working Days prior written notice to the Council of the intended Commencement Date.

## **THIRD SCHEDULE**

### **The Owners' Covenants with the County Council**

#### **1 Notices**

1.1 The Owners covenant to notify the County Council in writing within 14 (fourteen) days of:

1.1.1 The Commencement of Development; and

1.1.2 Completion of the Development.

#### **2 TRO Contribution**

2.1 The Owners covenant with the County Council to pay to the County Council the Traffic Regulation Order Contribution on or prior to first Occupation of the Development.

2.2 The Owners covenant with the County Council not to first Occupy the Development until the Traffic Regulation Order Contribution has been paid to the County Council.

## FOURTH SCHEDULE

### Council Covenants

The Council covenants with the Owners as follows:

1. At the written request of the Owners the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The Council shall pay the NHS Primary Health Services Contribution when received into an account and use the NHS Primary Health Services Contribution for the purposes set out in the Deed PROVIDED THAT nothing shall prevent the Council from paying any part of the NHS Primary Health Services Contribution to a person, body or company responsible for using the NHS Primary Health Services Contribution for the purposes set out in this Deed PROVIDED THAT where the NHS Primary Health Services Contribution is paid to a third party by the Council the Council shall obtain confirmation from that party that they shall use the NHS Primary Health Services Contribution for the purposes set out in this Deed and to require repayment of any unspent or unallocated part of the NHS Primary Health Services Contribution within 28 (twenty-eight) days of any request by the Council.
3. That in the event the NHS Primary Health Services Contribution or any part or parts thereof are not expended within 10 (ten) years of the date of payment then the sum or sums not expended plus interest accrued will be repaid to the paying party or its nominees.

## FIFTH SCHEDULE

### County Council Covenants

The County Council covenants with the Owners as follows:

- 1 The Council shall pay the Traffic Regulation Order Contribution when received into an account and use the Traffic Regulation Order Contribution for the purposes set out in this Deed only.
- 2 If requested to do so in writing after the expiry of 5 (five) years of the Completion of Development within a further period of 1 (one) year to pay to any person (or its nominees) such amount of the Traffic Regulation Order 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.

**SIGNED AS A DEED by  
WAYNE JASON NORTON and PAMELA  
ANNE NORTON**

[Redacted] )  
.....  
[Redacted] )  
.....

In the presence of:

Witness Name

Name: [Redacted]  
Signature: [Redacted]  
Occupation: [Redacted]  
Address: [Redacted]  
.....

**SIGNED AS A DEED by  
ALAN PATRICK REED and  
CAROLINE JULIE REED**

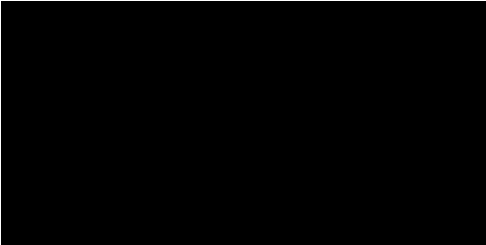


.....)

.....)

In the presence of:-

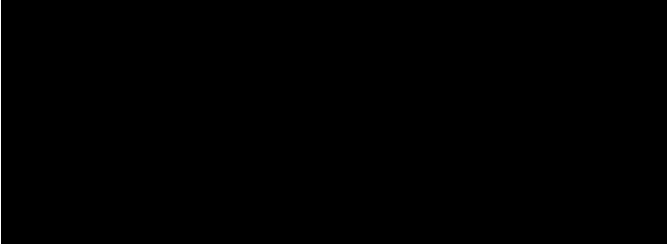
Witness Name



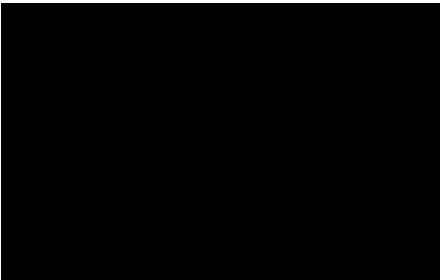
Signature: ✍

Occupation: ☞

Address:



**SIGNED AS A DEED by  
ROBERT PHILIP OLIVER and  
HEATHER ANN OLIVER**



.....)

.....)

In the presence of:-

Witness Name

Signature:

Occupation:

Address:



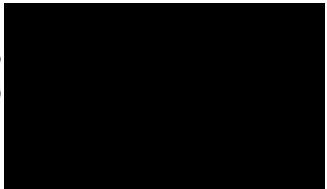
.....

**SIGNED AS A DEED by  
IPSWICH CARE HOME LIMITED**

acting by



)  
)  
)



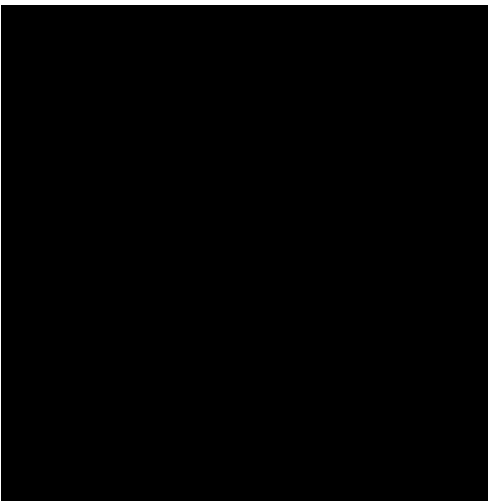
a Director, in the presence of:

Name:

Signature:

Occupation:

Address:



.....  
.....

**SIGNED AS A DEED by  
IGLOO CARE LIMITED**

acting by

..... [Redacted] ..... ) [Redacted]  
..... [Redacted] ..... ) [Redacted]  
a Director, in the presence of: ) [Redacted]

Name: [Redacted]  
Signature: [Redacted]  
Occupation: [Redacted]  
Address: [Redacted]

**EXECUTED as a DEED by affixing  
THE COMMON SEAL of  
NATIONWIDE BUILDING SOCIETY**  
In the presence of

Executed as a deed by affixing  
THE COMMON SEAL OF  
Nationwide Building Society

[Redacted]

Authorised Officer

Authorised Officer  
By authority of the board of Directors

By authority of the board of Directors

[Redacted]



THE Common Seal of )  
EAST SUFFOLK COUNCIL )  
was hereunto affixed in the presence of:- )

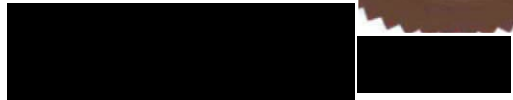


Authorised signatory



The Common Seal of )  
SUFFOLK COUNTY COUNCIL )  
was hereunto affixed )  
in the presence of:- )

69501



Authorised Officer