Dated 18th March 2026

THE BOROUGH COUNCIL OF WORTHING

and

WEST SUSSEX COUNTY COUNCIL

and

CAYUGA 013 LLP

and

PARAGON DEVELOPMENT FINANCE LIMITED

SUPPLEMENTAL AGREEMENT UNDER SECTION 106A OF THE TOWN & COUNTRY PLANNING ACT 1990

RELATING TO

LAND AT THE MONTAGUE CENTRE, LIVERPOOL ROAD, WORTHING, WEST SUSSEX, BN11 1SY

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This deed is dated 18th March 2026.

PARTIES

(1) THE BOROUGH COUNCIL OF WORTHING of the Town Hall, Chapel Road, Worthing BN11 1HA (the **"Council"**);

(2) WEST SUSSEX COUNTY COUNCIL of County Hall, Chichester, West Sussex, PO19 1RQ (the **"County Council"**)

(3) CAYUGA 013 LLP a limited liability partnership registered in England and Wales with registered number OC435869 whose registered office is at Cayuga House, 2A Addison Road, Hove, East Sussex, BN3 1TN (the **"Owner"**);

(4) PARAGON DEVELOPMENT FINANCE LIMITED incorporated and registered in England and Wales with company number **03901943** whose registered office in England and Wales is at 51 Homer Road, Solihull, England, B91 3QJ (the **"Mortgagee"**).

BACKGROUND

(A) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.

(B) The County Council is a local planning authority for the area within which the Site is located and is the local highway authority for the purposes of the Highways Act for the area within which the Site is located

(C) The Owner is the freehold owner of part of the Site excluding the public highway registered at the HM Land Registry under title number WSX281804, subject to a mortgage in favour of the Mortgagee but otherwise free from encumbrances

(D) On the 5th October 2023 the Council (1) County Council (2) Cayuga 013 LLP (3) and Recognise Bank Limited (4) entered into October 2023 Agreement relating to the Development pursuant to planning permission reference AWDM/1624/22.

(E) Without prejudice to the terms of the other covenants contained in the October 2023 Agreement the parties have agreed that the October 2023 Agreement will apply to the implementation of the Planning Permission set out in this Deed.

(F) This agreement is made under section 106A of the 1990 Act and is supplemental to the October 2023 Agreement (as varied).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

"Council Obligations";	The obligations on the part of the Council contained in Schedule 4 of the October 2023 Agreement.
"County Obligations";	The obligations on the part of the County Council contained in Schedule 4 of the October 2023 Agreement.
"Section 73 Development";	Application under section 73 of the 1990 Act to Vary Condition 1 (approved plans), condition 23 (Obscure glazing & Balcony screen) and condition 28 (number of units) of application AWDM/1624/22 (and amended by NMA application AWDM/1718/23): Amendment allows for an additional three flats within the 2nd floor and an increase in total units to 45, alteration to ground floor access.
"October 2023 Agreement";	the agreement made under Section 106 of the 1990 Act dated 5 October 2023 and made between the Council (1) County Council (2) Cayuga 013 LLP (3) and Recognise Bank Limited (4).

"Owner's Obligations";	The obligations contained in Schedule 1, Schedule 2 and Schedule 3 of the October 2023 Agreement.
"Section 73 Planning Application";	An application under section 73 of the 1990 Act for planning permission for the Section 73 Development validated by the Authority under the reference AWDM/1194/24.
"Planning Permission";	The planning permission to be granted pursuant to the Section 73 Planning Application.

1.2 Unless the context otherwise requires, all words and phrases defined in the **October 2023 Agreement** shall have the same meaning in this Deed and apply to the Background set out above.

1.3 The definitions in the clause will apply to the Background mentioned above.

1.4 Clause headings shall not affect the interpretation of this Deed.

2. STATUTORY PROVISION

This Deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990 and any other enabling powers.

3. OCTOBER 2023 AGREEMENT

3.1 The parties agree that:

(a) The October 2023 Agreement shall be varied as follows:

In clause 1, at the definition of "Additional Affordable Housing Contribution Cap", the words "£111,717 (one hundred and eleven thousand, seven hundred and seventeen pounds);" shall be deleted and replaced with "£160,227 (one hundred and sixty thousand, two hundred and twenty seven pounds;"

(b) Subject to clause 3.1(a), the October 2023 Agreement shall continue in full force and effect without variation upon completion of this Deed and shall continue to apply to the implementation of the Planning Permission once granted.

(c) all time periods in the October 2023 Agreement that are calculated by reference to the date of the October 2023 Agreement or the Commencement of Development as defined in the October 2023 Agreement shall, as appropriate, be calculated by reference to the date of October 2023 Agreement or the Commencement of Development as defined in the October 2023 Agreement.

(d) where any obligation under the October 2023 Agreement has been complied with before the date of this Deed, it shall be deemed to have been complied with for the purposes of this Deed and need not be complied with again.

4. COVENANTS BY THE PARTIES

4.1 Subject to clause 3.1(d):

(a) the Owner covenants with the Council and the County Council to observe and perform the Owner's Obligations;

(b) The Council agrees with the Owner to comply with the Council Obligations; and

(c) The County Council agrees with the Owner to comply with the County Obligations.

The Owner covenants with the Council and the County Council to observe and perform the covenants, restrictions and obligations contained in the October 2023 Agreement.

5. MORTGAGEE CONSENT

The Mortgagee consents to the completion of this Deed and acknowledges that from the date of this Deed the Site shall be bound by the terms of this Deed, as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Site.

6. LOCAL LAND CHARGE

This Deed shall be registered as a local land charge.

7. COUNCIL AND COUNTY COUNCIL'S COSTS

The Owner shall pay to the Council and the County Council on or before the date of completion of this Deed, the Council and the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this Deed.

8. VALUE ADDED TAX

8.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

9. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

10. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL of THE BOROUGH COUNCIL OF WORTHING was affixed to this DEED by Order

[redacted]

Authorised Officer

THE COMMON SEAL of WEST SUSSEX COUNTY COUNCIL was affixed to this DEED in the presence of

[redacted]

Authorised Signatory

Witness Signature:

Witness Address:

10875

3466 3/4/5/6/2026

Executed as a deed by **Cayuga 013 LLP** acting by a director, Ed Karl Deedman, of Montague Centre (GPSEC) Ltd a designated member in the presence of::

[redacted]

Director Signature

ED DEEDMAN

Director Name

[redacted]

Signature of Witness

Justin Thompson
A Solicitor

Name of Witness

Address of Witness : Thompson Allen LLP
2nd Floor South
Refuge House
49-50 North Street
Brighton
BN1 1RH

Occupation of Witness :

EXECUTED AS A DEED by **PARAGON DEVELOPMENT FINANCE LIMITED** acting by its attorney under a power of attorney dated 20 January 2026 in the presence of:

[redacted]

RICHARD CAPPER

Name of attorney (in Block Capitals)

Signature of Witness : [redacted]

Name of Witness : Charlie Smith

Address of Witness : 152 Doulton Street

Occupation of Witness : Apprentice Paralegal