DATED 19th March 2026

(1) WORTHING BOROUGH COUNCIL

AND

(2) WEST SUSSEX COUNTY COUNCIL

AND

(3) ROFFEY HOMES LIMITED

Agreement pursuant to Section 106A of the Town and County Planning Act 1990 and other powers in relation to land at Union Place Car Park, Union Place, Worthing, West Sussex

DEED OF VARIATION

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irwinmitchell

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THIS DEED is made on 19th March 2026

BETWEEN:

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

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

(3) **ROFFEY HOMES LIMITED** (company number 00657938) whose registered office is at Amelia House, Crescent Road, Worthing, West Sussex, BN11 1QR (the "**Owner**").

BACKGROUND

A The Council is the local planning authority for the purposes of section 106 and section 106A of the TCPA 1990 for the area within which the Property is situated and is capable of enforcing the obligations in the Original Agreement.

B The County Council is the highway authority for the area in which the Property is situated and is capable of enforcing obligations in the Original Agreement.

C The Council is the freehold owner of part of the Property free from financial encumbrances registered with title number WSX331115.

D The Council granted the Owner a long lease, dated 29 January 2026 over part of the Property registered with title number WSX331115 in order to facilitate access to the Development.

E The Owner is the freehold owner of part of the Property free from financial encumbrances registered with title numbers WSX280571 and WSX298191The Owner acquired the freehold interest in the Property under title numbers WSX298191 and WSX280571 on 29 January 2026 from the Council and an application to register the acquisition is pending with HM Land Registry.

F The Owner acquired the freehold interest in the Property under title number WSX25882 on 5 March 2026 from the Council and an application to register the acquisition is pending with HM Land Registry.

G The Owner, Council and County Council entered into the Original Agreement on 9 August 2024 to give planning obligations in terms therein contained.

H A Supplemental Deed will be entered into on even date which is binding on the Council Land and LCR Land.

I Without prejudice to the covenants in the Original Agreement the parties have agreed to vary the terms of the Original Agreement as set out in this Deed.

IT IS AGREED as follows:

1 INTERPRETATION

In this Deed (except where the context otherwise requires):

1.1 The following terms (arranged in alphabetical order) shall have the following meanings:

"Original Agreement"	means the agreement made pursuant to section 106 of the TCPA 1990 and section 111 of the Local Government Act 1972 dated 9 August 2024 between

the Council, County Council, the Owner and London & Continental Railways Limited.

1.2 All words and phrases defined in the Original Agreement shall have the same meaning in this Deed (except to the extent that they are expressly varied in this Deed).

1.3 Reference to the masculine feminine and neuter genders shall include other genders.

1.4 Reference to the singular include the plural and vice versa unless the contrary intention is expressed.

1.5 Reference to natural persons are to include corporations and vice versa

1.6 Headings in this Deed are for reference purposes only and shall not be taken into account in its construction or interpretation.

1.7 A reference to a clause paragraph or schedule is (unless the context otherwise requires) a reference to a clause paragraph or schedule of this Deed.

1.8 Any reference in this Deed to any section of a statute includes any statutory re-enactment or consolidation of it from time to time and for the time being in force.

1.9 The expression "the Owner" shall include its respective successors in title and assigns and the expression "the Council" and "the County Council" shall include its successors in statutory function.

1.10 Where in this Deed a party includes more than one person any obligation of that party shall be joint and several.

2 STATUTORY PROVISIONS

2.1 This Deed is made pursuant to sections 106 and 106A of the TCPA 1990, section 111 Local Government Act 1972 and section 1 of the Localism Act 2011 and any other enabling powers and enactments that are relevant.

2.2 It is acknowledged by the parties that the planning obligations are obligations for the purpose of sections 106 and 106A of the TCPA 1990.

2.3 The obligations contained in the Original Agreement as varied by this Deed are binding on the Property and enforceable by the Council as local planning authority and County Council as Highways Authority against the Owner and their successors in title in respect of their interest in the LCR Land in accordance with section 106 of the TCPA 1990 and are enforceable by the Council against the Owner in accordance with section 111 of the Local Government Act 1972 and any other enabling powers.

3 VARIATIONS TO THE ORIGINAL AGREEMENT

3.1 Without prejudice to the other covenants in the Original Agreement which shall continue in full force and effect, the parties to this Deed agree that from the date of this Deed the Original Agreement shall be amended as set out in this Deed.

3.2 Save for as provided in this Deed, it is agreed by the parties that all covenants and obligations in the Original Agreement met and performed prior to the date of this Deed are satisfied.

4 DETERMINATION OF DEED

4.1 The obligations in this Deed shall cease to have effect if before the Commencement of Development, the Planning Permission:

4.2 expires or is superseded by the grant of alternative planning permission save that in the event that the Owner (or any successor in title) obtains planning permission pursuant to an application under s.73 of TCPA 1990 to vary or remove any condition of the Planning Permission then this Deed shall be binding upon both the Planning Permission and any planning permission granted pursuant to such application as if it were the Planning Permission (unless otherwise agreed in writing by the Council and County Council and the Owner);

4.3 is varied or revoked other than at the request of the Owner; or

4.4 is quashed following a successful legal challenge.

5 OWNER'S COVENANTS

The Owner covenants with the Council and County Council that they will observe and perform the covenants restrictions and obligations on their part contained in the Original Agreement as amended by this Deed.

6 COUNCIL'S COVENANTS

The Council covenants with the Owner and County Council that it will observe and perform the covenants restrictions and obligations on its part contained in the Original Agreement as amended by this Deed.

7 COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner and Council that it will observe and perform the covenants restrictions and obligations on its part contained in the Original Agreement as amended by this Deed.

8 LOCAL LAND CHARGE

8.1 This Deed is a local land charge and the Council shall register it as such as soon as practicable after the completion of this Deed.

8.2 Following the performance and satisfaction of all the obligations contained in the Original Agreement as amended by this Deed the Council shall forthwith cancel all the entries made in the register of local land charges in respect of both the Original Agreement and this Deed.

9 NO FETTER ON DISCRETION

Nothing in this Deed shall fetter or prejudice the Council's statutory rights powers discretions and responsibilities (save where legally or equitably permitted) under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

10 SEVERABILITY

It is agreed that if any part of this Deed is declared unlawful or invalid by a Court of competent jurisdiction then (to the extent possible) the offending provision(s) will be severed from the Deed and the remainder of this Deed shall continue in full force and effect.

11 RELEASE

11.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed where such person has parted with all of its interest in the Property or in the part of the Property in which such breach occurs, except in respect of any breach subsisting prior to parting with such interest.

11.2 No planning obligations contained in this Deed shall be binding on:

11.2.1 any owners or occupiers of the Market Housing Units, nor the Commercial Units, nor their respective mortgagees or chargees; or

11.2.2 (with the exception of paragraphs 1.14 and 1.15 of Schedule 2) any owners or occupiers of the Affordable Housing Units, nor their respective mortgagees or chargees;

11.2.3 land held by any utility company or public authority which acquires any part of the Property or an interest in it for the purpose of its statutory undertaking or functions or in which statutory apparatus is situated by the Owner on the authority of such a body; or

11.2.4 any person whose only interest in the Property is the benefit of a covenant or easement.

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

13 DETERMINATION OF DISPUTES

Where the parties hereto are in dispute or disagreement as to any part of this Deed then such a dispute is to be determined pursuant to Clause 23 of the Original Agreement.

14 NOTICES

14.1 Any notice given under this deed must be in writing and must be:

14.1.1 Delivered by hand; or

14.1.2 Sent by pre-paid first class post or other next Working Day delivery service.

14.2 Any notice to be given under this Deed must be sent to the relevant party as follows:

14.2.1 to the Council at Adur and Worthing Planning Departments, Worthing Borough Council, Town Hall, Worthing, BN11 1HA marked for the attention of Head of Planning and Development;

14.2.2 to the County Council at County Hall, West Street, Chichester, PO19 1RQ marked for the attention of the Planning Services Monitoring and Records Team;

14.2.3 to the Owner at the address at the beginning of this Deed and marked for the attention of Ben Cheal

or as otherwise specified by the relevant party by notice in writing to each other party.

15 MORTGAGEE CONSENT

Any future mortgagee or charge of the Property shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the mortgagee or charge is in possession of all or any part of the Property.

16 WAIVER

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

17 JURISDICTION

The construct validity and performance of this Deed shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England.

THIS AGREEMENT HAS BEEN EXECUTED AS A DEED AND DELIVERED on the date stated at the beginning of this Deed.

SCHEDULE

Amendments to Original Agreement

The Original Agreement shall be amended as follows:

1 The following new definitions shall be inserted into Clause 1.1:

"**Off-Site Solution**" means a solution to deliver Affordable Housing on land other than the Property and which has been agreed by the parties pursuant to clause 21 of the Sale Agreement

"**Sale Agreement**" means the agreement dated 29 January 2026 relating to the sale of LCR Land and the Council Land from the Council as seller and the Owner as buyer.

2 Clause 5.5 of the Original Agreement shall be deleted and replaced with the following:

"5.5 To deliver a duly executed and irrevocably released engrossment of the Supplemental Deed to the Council upon the occasion of the Land Transfer so as to render the Council Land subject to the terms set out in the Supplemental Deed and not to transfer any such interest so acquired until the Supplemental Deed has been completed."

3 Paragraph 1.10 of Schedule 2 shall be deleted in its entirety and replaced with the following:

"1.10 In the event that at the end of the Marketing Period the Owner demonstrates to the satisfaction of the Council that it has used reasonable endeavours to Dispose of all the Affordable Housing Units but that it has not been possible to reach an agreement then the Council shall give written notice to the Owner that it has complied with its obligations under paragraphs 1.8 and 1.9 and paragraph 1.13 below shall apply and all of the obligations at paragraph 1 of Schedule 2 of this Deed (save for paragraph 1.13 below) shall cease to bind the Property".

4 Paragraph 1.13 of Schedule 2 shall be deleted in its entirety and replaced with the following:

"Off-site provision of equivalent Affordable Housing

1.13. Should the Council issue the written notice to the Owner pursuant to paragraph 1.10 above then:

1.13.1. the Owner shall use all reasonable and commercially sensible endeavours for a period of three (3) years starting from the date of the Sale Agreement ("**the Three Year Period**") to agree appropriate commercial terms with a third party to provide an Off-Site Solution;

1.13.2. The Owner shall on written request from the Council during the Three Year Period provide the details to the Council of the proposed Off-Site Solutions it has sought to agree with third parties including details of any land the Owner has investigated as being suitable for the provision of an Off-Site Solution and the outcome of any offers made to third parties;

1.13.3. the Owner shall not enter into any legally binding agreements in respect of or related to the Off-Site Solution within the Three Year Period without the approval of the Council (such approval not to be unreasonably withheld or delayed and it shall not be unreasonable for the Council to withhold consent where it cannot obtain funding or an otherwise acceptable financial contribution from Homes England);

1.13.4. it is agreed by the parties that the value of any land purchased by the Owner in pursuing an Off-Site Solution during the Three Year Period shall not be required by the Council to exceed the value of the Affordable Housing Commuted Sum;

1.13.5. Should the Owner enter into a legally binding agreement to provide the Off-Site Solution within the Three Year Period then the obligations within this paragraph 1 of Schedule 2 shall cease to bind the Property.

1.13.6. Should:

1.13.6.1. the Owner have not agreed terms for an Off-Site Solution in accordance with this paragraph 1.13; or

1.13.6.2. a proposal for an Off-Site Solution not be approved by the Council; or

1.13.6.3. the Owner have not entered into a legally binding agreement to provide the Off-Site Solution within the Three Year Period

then the Owner shall pay the Affordable Housing Commuted Sum to the Council as follows:

1.13.6.4. 50% of the Affordable Housing Commuted Sum shall be payable on or prior to Occupation of 50% of the Units;

1.13.6.5. The remaining 50% of the Affordable Housing Commuted Sum shall be payable on or prior to Occupation of 80% of the Units.

1.13.6.6. Payment of the Affordable Housing Commuted Sum pursuant to 1.13.6.4. and 1.13.6.5. shall be considered to be in full satisfaction of the remaining Owner's obligations within this paragraph 1 of Schedule 2 which shall automatically cease and determine.

1.13.7. Should the Owner agree terms for an Off-Site Solution but the terms are for a number of Affordable Housing units below the total number of Affordable Housing Units required by this Deed, and that Off-Site Solution is approved by the Council, then the Owner shall pay to the Council a pro-rata Affordable Housing Commuted Sum to reflect the deficit of Affordable Housing Units to be provided within 28 days of the approval of the Off-Site Solution and such payment shall be considered to be in full satisfaction of the remaining Owner's obligations within this paragraph 1 of Schedule 2 which shall automatically cease and determine.

10876

EXECUTED as a **DEED** by affixing .....)
the **COMMON SEAL** of.....)
WORTHING BOROUGH COUNCIL.....)
in the presence of:.....)

[redacted]

.....
Authorised Signatory

EXECUTED as a **DEED** by affixing .....)
the **COMMON SEAL** of.....)
WEST SUSSEX COUNTY COUNCIL .....)
in the presence of:.....)

[redacted]

.....
Authorised Signatory

3446745/6/20

[redacted]

EXECUTED AS A DEED by **ROFFEY HOMES LIMITED** acting by:

Signature ..... [redacted] ....
Director

Print Name ..... Ben Cheal

In the presence of:

Witness Name: MARTIN READ

Witness Signature: [redacted]

Witness Address: 17 BUCKINGHAM ROAD
WORTHING BN11 1TH

Witness Occupation: PROJECT MANAGER