DATED 19th March 2026

(1) WORTHING BOROUGH COUNCIL

AND

(2) WEST SUSSEX COUNTY COUNCIL

AND

(3) ROFFEY HOMES LIMITED

SUPPLEMENTAL DEED

relating to
Union Place, Worthing
Planning Application Reference:
AWDM/1618/23

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irwinmitchell

THIS DEED is made on 19th March 2026

BETWEEN:

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

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

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

BACKGROUND

A The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Council Land is situated.

B On 9 August 2024 the Principal Deed was entered into.

C The New Owner is the freehold proprietor with absolute title of all of the Council Land and LCR Land pursuant to the Transfer.

D This Supplemental Deed is required pursuant to clause 5 of the Principal Deed as varied by the Deed of Variation and is entered into for the purpose of ensuring that the obligations contained in the Principal Deed and as varied by the Deed of Variation become planning obligations in respect of the Council Land and each part of it in favour of the Council pursuant to Section 106 of the 1990 Act.

IT IS AGREED that:

1 DEFINITIONS

1.1 In this Supplemental Deed the following expressions shall have the following meanings:

"Principal Deed" means the deed dated 9 August 2024 between (1) Worthing Borough Council (2) West Sussex County Council (3) London & Continental Railways Limited and (4) Roffey Homes Limited entered into pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.

"Deed of Variation" means the deed dated 19th March 2026 between (1) Worthing Borough Council (2) West Sussex County Council and (3) Roffey Homes Limited entered into pursuant to Section 106 and 106A of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.

"Transfer" means the transfer of the Council Land in respect of title number WSX280571 and LCR Land from the Council to the New Owner dated 29 January 2026 and the transfer of the Council Land in respect of title number WSX25882 from the Council to the New Owner dated 5 March 2026; and

1.2 Unless such term is expressly defined in this Supplemental Deed (in which case the definition in this Supplemental Deed shall prevail) or some other contrary indication appears, each term used in this Supplemental Deed which is defined in the Principal Deed shall have the same meaning as in the Principal Deed.

2 OPERATIVE PROVISIONS

2.1 This Supplemental Deed is supplemental to the Principal Deed and Deed of Variation and a planning obligation made in pursuance of Section 106 of the 1990 Act and to the extent that the covenants in this Supplemental Deed are not made under Section 106 of the 1990 Act they

are made under Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other powers so enabling.

2.2 The covenants, restrictions and requirements imposed upon the parties in Schedule 1, Schedule 2 and Schedule 3 of the Principal Deed and as varied by the Deed of Variation in respect of the LCR Land now also constitute planning obligations pursuant to section 106 of the Act in respect of the Council Land (as if references to the "LCR Land" and "the Property" shall include the Council's Land) and are enforceable by the Council as Local Planning Authority against the New Owner.

2.3 Clauses 1, 3 and 6 to 24 of the Principal Deed and as varied by the Deed of Variation shall be incorporated into this Supplemental Deed and references to this "Deed" shall also mean this Supplemental Deed and references to the **"Owner"** shall include the New Owner.

3 PLANNING OBLIGATIONS

3.1 The New Owner hereby covenants with the Council and the County Council that the Council Land shall be subject to the restrictions and provisions regulating the Development and use thereof specified in Schedule 1, Schedule 2 and Schedule 3 of the Principal Deed and as varied by the Deed of Variation (as if references to the Owner shall now include the New Owner and "LCR Land" and "Property" shall include the Council Land).

3.2 The Council hereby covenants with the New Owner to comply with the obligations contained in Schedule 4 of Principal Deed.

3.3 The County Council hereby covenants with the New Owner to comply with the obligations contained in Schedule 5 of Principal Deed.

4 LEGAL COSTS AND MONITORING FEES

4.1 The New Owner shall pay to the Council its reasonable legal fees prior to completion of this Supplemental Deed excluding VAT.

4.2 The New Owner shall pay to the County Council its reasonable legal fees prior to completion of this Supplemental Deed excluding VAT.

5 REGISTRATION BY THE COUNCIL

This deed is a local land charge and shall be registered as such by the Council provided that if the Planning Permission expires unimplemented or is revoked or if all obligations under this deed have been discharged then the registered charge shall be treated as having ceased to have effect under rule 8 of the Local Land Charges Rules 1977 or any statutory re-enactment thereof and the registration shall be cancelled.

6 OWNERSHIP

The New Owner covenants with the Council and the County Council:

6.1 That it owns the freehold in the Council Land stated in the Background section of this Supplemental Deed;

6.2 [That there are no persons, companies or entities that have an interest whether legal or equitable in the Council Land, including any occupiers or tenants whether under formal or informal arrangements, which are not otherwise a party to this Supplemental Deed;]

6.3 To give the Council and the County Council immediate written notice of any change in ownership of any of its interests in the Council Land occurring before all the obligations under this Supplemental 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 Council Land or unit of occupation purchased by reference to a plan SAVE THAT this clause 7.3 shall not relate to the sale of any individual Unit or Commercial Unit constructed pursuant to the Planning Permission.

7 CESSATION OF LIABILITY

The New Owner will upon disposing of its interest in the whole of the Council's Land be released from all obligations and covenants under this Supplemental Deed in relation to the Council's Land but without prejudice to the rights of the Council and the County Council in relation to any subsisting breach of those obligations or covenants arising prior to it parting with such interest.

8 JURISDICTION

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

9 DELIVERY

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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS DEED the day and year first above written

10877

EXECUTED as a **DEED** by the parties on the date which first appears in this Deed

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

34671/2/3/2026

SIGNED as a **DEED** by.....)
ROFFEY HOMES LIMITED.....)
acting by.....)
a Director in the presence of:.....)

[redacted]

.....
Director

Witness Signature [redacted]

Witness Name RUSSELL KYLE

Witness Address 24 BROOKLEAN RD.

WORTHING BN11 2PB

Witness Occupation QUANTITY SURVEYOR