THIS SUPPLEMENTAL DEED is made the 30th day of October 2018

BETWEEN:-

(1) ~~**Adur and Worthing District Council** of Civic Centre, Ham Road, Shoreham-by-Sea, West Sussex BN43 6PR~~ The District Council of Adur of Worthing Town Hall, Chapel Road Worthing, West Sussex, BN11 1HA (the **Council**)

(2) **West Sussex County Council** of County Hall, West Street, Chichester, West Sussex P019 1RQ (the **County Council**);

(3) **Southern Housing Group Limited** (a Co-operative and Community Benefit Society registered under number 031055R) whose registered office is at Fleet House, 59-61, Clerkenwell Road, London, EC1M 5LA (the **Owner**);

Recitals

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

(B) The County Council is the local highway authority the county planning authority the education authority for the area in which the Site is situated.

(C) On [6th August] 2018 the parties entered into the Principal Agreement (as defined within this Deed) which contains planning obligations relating to the Development and planning permission for the Development was granted by the Council on the same date under reference number AWDM/1497/17. This Deed is supplemental to the Principal Agreement.

(D) Clause 5 of the Principal Agreement requires the Owner to enter into an agreement under section 106 of the Act supplemental to the Principal Agreement to bind any legal interest in the Unregistered Land acquired after the date of the Principal Agreement.

(E) The Owner acquired the freehold interest in the Unregistered Land by an acquisition dated [11th October 2018].

(F) The Parties have agreed to enter into this Deed so that the undertakings, obligations and covenants contained in the Principal Agreement bind all of the Owner's freehold interest in the Unregistered Land for the purposes of section 106 of the Act.

Operative Clauses

1. **Definitions and interpretation**

1.1 In this Deed where the context so admits:

1.1.1 References to clauses paragraphs and schedules are references to those in the Principal Agreement.

1.1.2 Words and phrases whose meanings are not set out in clause 2.1.3 below or varied by this Deed have the same meanings as in the Principal Agreement.

1.1.3 The following expressions shall have the meanings set out below:

Parties means the parties to this Deed and "Party" shall be construed accordingly

Principal Agreement means the agreement dated [6 August] 2018 made pursuant to section 106 of the Act which was entered into between (1) the Council (2) the County Council and (3) the Owner

Unregistered Land means the unregistered freehold title of the land within the Site currently subject to leasehold title WSX136872

2. **Legal Effect**

2.1 This Deed is supplemental to and varies the Principal Agreement and relates to and binds the freehold/leasehold interest and is made pursuant to the provisions of section 106 and section 106A of the Act.

2.2 This Deed contains planning obligations for the purposes of the Act which are given by the Owner so as to bind the freehold interest and are enforceable by the Council as local planning authority and by the County Council as the local highway authority the county planning authority and the education authority.

2.3 This Deed comes into effect on the date here before mentioned.

3. **Variation of the Principal Agreement**

3.1 It is hereby agreed between the Parties that the Principal Agreement is supplemented such that the agreements, covenants, undertakings and obligations on the Parties contained in the Principal Agreement shall apply to and bind the Owner's freehold interests in the Unregistered Land.

3.2 To the extent that any covenants and obligations in the Principal Agreement have already been satisfied by the Owner in accordance with the terms of the Principal Agreement, such covenants and obligations shall be deemed to be similarly so satisfied under the terms of this Deed.

3.3 Save as expressly supplemented by this Deed the Principal Agreement shall remain in full force and effect.

4. **Local Land Charge**

This Deed is a local land charge and shall be registered as such by the Council.

5. **Endorsement**

Promptly following completion of this Deed the Council the County Council and the Owner shall endorse a memorandum of variation on the Principal Agreement in the following terms:

"This Agreement has been varied by a Supplemental Deed dated [30 October 2018] and made between (1) Adur and Worthing District Council, (2) West Sussex County Council and (3) Southern Housing Group Limited"

6. **Third Party Rights**

A person who is not a party to this Deed shall not have any rights under, or in connection with, it by virtue of the Contracts (Rights of Third Parties) Act 1999.

7. **Jurisdiction**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

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

The District Council of Adur [redacted]

Executed as a deed by affixing the Common Seal)
of ~~Adur and Worthing District 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



Executed as a deed by)
Southern Housing Group Limited)
acting by two directors)
or a director and a secretary:)

[redacted]

Director

[redacted]

~~Direc~~tor/Secretary

