WB/09/1084/full
Paid

DATED 2010

UNILATERAL UNDERTAKING

by

CDS (SUPERSTORES INTERNATIONAL) LTD

relating to

Unit 1 Pages Corner Retail Park, Pages Corner,

Ham Road, Worthing, West Sussex

THIS UNILATERAL UNDERTAKING is made the day of Two thousand and ten

BY CDS (SUPERSTORES INTERNATIONAL) LIMITED (Company reg. no. 2699203) whose registered office is at Tamar House Thornbury Road Estover Plymouth PL6 7PT (the Owner)

RECITALS:-

A. The Owner is by virtue of a lease dated 12 January 2010 made between Aviva Life & Pensions Limited (1) and the Owner (2) the tenant of the property known as Unit 1 Pages Corner Retail Park, Pages Corner, Ham Road, Worthing, West Sussex shown edged red on the plan attached hereto ("the Property") for a term of 15 years and is entitled to be registered at the H M Land Registry as the proprietor of the said leasehold interest

B. Worthing Borough Council (the Council) is the Local Planning Authority for the purposes of the Act and for the Administrative Area in which the property is situated

C. The Owner has now made an application to the Council for Planning Permission under Planning Reference Number WB/09/1084/FULL

D. The Owner considers that the land should be bound by this Planning obligation in the manner hereinafter contained.

DEFINITIONS

1. In this Deed the following words and expressions shall where the context so admits have the following meanings:

1.1 **The Act** means the Town and Country Planning Act 1990 as amended

1.2 **All requisite Consents** means all Consents Orders or Agreements Authorisations Licences or Permissions necessary to implement the development.

1.3 **Application** means Planning Application allocated reference No. WB/09/1084/FULL by the Council to the land at Unit 1, Pages Corner Retail Park, Ham Road, Worthing.

1.4 **Development** means the construction of an internal mezzanine floor extending to 1,616 sq.m. gross.

1.5 **Commencement of the Development** means implementation by the carrying out of a material operation as defined in Section 56(4) of the Act

1.6 **The Owner** shall include its successors in title and assigns

1.7 **The Plan** means the plan annexed hereto

1.8 **The Property** means All That land being Unit 1 Pages Corner Retail Park, Pages Corner, Ham Road, Worthing, West Sussex

1.9 **The Planning Obligation** means the Planning Obligation set out in the Schedule to this Agreement

1.10 The Planning Permission is the Permission granted under Application Number WB/09/1084/FULL

MAIN OPERATIVE CLAUSES

2.1 THIS Undertaking is an Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended), Section 111 of the Local Government Act 1972 and all other powers and enactments thereby enabling and which may be relevant for the purposes of the enforcement of covenants and or obligations contained herein to the intent that it shall bind the Owner and its successors in title and assigns, each and every part of the land

2.2 THE Owner hereby covenants with the Council that it will in all respects comply with the conditions that may be contained in the Planning Permission and that it will comply in all respects with Planning Obligations set out and

contained in the Schedule hereto to the effect that the land and every part thereof shall be permanently subject thereto.

2.3 THIS Planning Obligation is conditional upon and shall be of no effect until the Planning Permission has been granted. If the Planning Permission is cancelled, revoked or otherwise withdrawn this Deed shall cease to have effect.

2.4 A person (other than the Council) who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

2.5 THIS Deed is a Local Land Charge and is registerable as such by the Council.

2.6 THIS Deed shall be governed by and construed in accordance with the Laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts.

2.7 ANY notice, consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by prepaid first class recorded delivery post, telex or facsimile transmission. The address for service of any such notice consent or approval as aforesaid shall in the case of the parties be the address given in the above hereto or such address for service as shall have previously been notified by the party in the case of the Council be Worthing Borough Council Town Hall Chapel Road Worthing West Sussex BN11 1H

2.8 THE Owner agrees to paying the Council's reasonable legal costs in checking the contents of this agreement is correct and the Owners title valid.

2.9 THE Owner hereby covenants to use all reasonable endeavours to register his title to the land with the H M Land Registry and to provide the

Council with documentary evidence thereof at the earliest possible opportunity and in any event within thirty days of the commencement of development

THE SCHEDULE

1. The Owner hereby covenants with the Council that it will within seven days of the commencement of the development pay to the Council the sum of Fifteen thousand pounds (£15,000) for or towards improvements to local transport facilities
2. The Owner will pay to the Council its reasonable legal costs in connection with the approval and completion of this Unilateral Undertaking

EXECUTED AS A DEED by
The Owner acting by the hands of:

Directo[redacted]

Director/Secretary

[redacted]