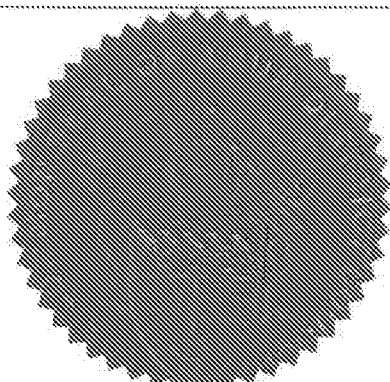


	Dated <u>7 July</u> 2021	
	ARUN DISTRICT COUNCIL	(1)
	and	
	METAMORPH MANAGEMENT LIMITED	(2)
	SHAWBROOK BANK LIMITED	(3)
	DEED OF VARIATION	
	Under section 106 and 106A of the Town & Country Planning Act 1990 relating to land at the Royal Hotel The Esplanade Bognor Regis	
	Planning Application BR/326/18/PL, BR/257/19/PL and BR/120/21/PL	
	Arun District Council Arun Civic Centre Maltravers Road LITTLEHAMPTON West Sussex. BN17 5LF Legal Ref: CMS8602	

THIS AGREEMENT is dated <u>7 July</u> 2021	
(1)	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF ("the Council");
(2)	METAMORPH MANAGEMENT LTD incorporated and registered in England and Wales with company number 11271684 whose registered office is at 10 London Mews London United Kingdom W2 1HY ("the Owner")
(3)	SHAWBROOK BANK LIMITED incorporated and registered in England and Wales with company number 00388466 of Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood CM13 3BE ("the Mortgagee")
BACKGROUND	
(A)	The Council is the local planning authority and the local housing authority and the authority responsible for housing and leisure services including open spaces in the area of the Property.
(B)	The Owner is the freehold owner of the Property registered with absolute title at the Land Registry under title number WSX270543
(C)	The Owner has made the Planning Application and the parties have agreed to vary the terms of the Original Agreement as set out in this Agreement.
(D)	This Agreement is made as a Deed under section 106 and 106A of the Act and is supplemental to the Original Agreement.
(E)	The Mortgagee is the registered proprietor of the charge dated 4 July 2019 referred to in entry number C3 of the charges register of Title number WSX270543 and has agreed to enter into this Agreement to give its consent to the terms of this Agreement
AGREED TERMS:	
1.	Interpretation
Unless otherwise stated herein the definitions and rules of interpretation contained in the Original Agreement shall apply to this Agreement The following definitions and rules of interpretation apply to this Agreement	
1.1	Definitions
"Act"	means the Town and Country Planning Act 1990 (as amended)
"Planning Application"	means the application made by the Owner under BR/326/18/PL, BR/257/19/PL and BR/120/21/PL
"Original Agreement"	means the agreement made under section 106 of the Act dated 29 April 2019 between the Council, the Owner, the then freeholder owner of the Property Danny Junior Keet and Lloyds Bank PLC the then mortgagee of the Property as varied by a Deed of Variation dated 20 December 2019.
"Property"	means the land registered with absolute title at the Land Registry under title number WSX270543 and shown for the purposes of identification as edged red on the plan attached to

		this Agreement.
	1.2	Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this Agreement.
	1.3	Clause headings shall not affect the interpretation of this Agreement
	1.4	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
	1.5	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
	1.6	Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
	1.7	A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to their respective statutory functions.
	1.8	Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
	1.9	Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
	1.10	Unless the context otherwise requires, references to clauses are to the clauses of this Agreement.
	1.11	Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
	1.12	Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
2	Statutory Provision	
	This Agreement is made pursuant to the provisions of sections 106 and 106A of the Act, section 111 and s135 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers and shall be enforceable by the Council and County Council as appropriate.	
3	Variation of the Original Agreement	
	3.1	The Original Agreement as varied shall be varied as follows:
	3.1.2	A definition of Section 73 Consent shall be included to read "Section 73 Consent means any approval or consent given by the Council under Section 73 of the Act".

	3.1.3	A definition of Planning Obligations shall be included to read "Planning Obligations means the obligations, conditions and stipulations set out in clauses 4 and 5 and "Planning Obligation" shall be construed accordingly"
	3.1.4	In clause 15.2 after the words "The Mortgagee" shall be inserted the words '(including any future or subsequent mortgagee or chargee with a charge over the Property from time to time)'
	3.1.5	A new clause 17 shall be inserted to read: 17.1 Subject to clauses 17.2 to 17.5 below, if any Section 73 Consent is granted after the date of this Agreement: 17.1.1 the Planning Obligations in this Agreement shall relate to and bind such Section 73 Consent; and 17.1.2 the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself; 17.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same; 17.3 to the extent that any of the Planning Obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; 17.4 the provisions of this clause 17 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or Planning Obligations of or contained within this Agreement; 17.5 the Council reserves the right to insist upon the completion of a separate Planning Obligation by Agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.
4	Covenants to the Council	
	The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Agreement.	
5	Proviso and Declarations	
	The parties hereto agree that for the avoidance of doubt the Owner is only liable for Access Management Contribution of £14,807 and Affordable Housing Contribution of £36,800 to be paid to the Council in accordance with the Original Agreement. There shall be no further liability for the Owner to make any further contributions upon entering into this Agreement	
6	Legal Costs	
	The Owner agrees with the Council that on completion of this agreement to pay legal costs incurred in preparing and entering into this Agreement as set out below:	

	Payee	Sum of legal costs	
	The Council	£500.00	
7	Local Land Charge		
	This Agreement shall be registered as a Local Land Charge		
8	Value Added tax		
	7.1	All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly paid.	
	7.2	If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement 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 Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.		
10	Governing Law		
	This Agreement 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 laws of England.		
11	Counterpart Agreement		
	11.1 This Agreement may be executed and delivered in not more than three counterparts each of which is an original and which together has the same effect as if each party had signed the same document		
	This document has been executed and delivered as a Agreement and is delivered and takes effect on the date stated at the beginning of it.		
EXECUTED as a DEED by affixing THE COMMON SEAL of ARUN DISTRICT COUNCIL			
Seal Book Number: 169/2021			
Authorised Signatory			

SALLY SUGDEN
CONTRACTS LAWYER

EXECUTED as a DEED by METAMORPH
MANAGEMENT LTD acting by

A director:

Witness signature:

Witness name:

Witness address: 71 Bushwood Road London
TW9 3BG

Witness occupation:

Solicitor

EXECUTED as a DEED by
SHAWBROOK BANK LIMITED

acting by its attorneys Neal Moy as Head of
Property Finance and Emma Kanutin as
Head of Loan Operations

Shawbrook Bank Limited by its
attorney Neal Moy ALZA LAM-KEP

SIGNATURE OF WITNESS

ANNABELLE WILLIAMS

NAME Glovers Solicitors LLP
5th Floor, Berkshire House
168-173 High Holborn
London
ADDRESS WC1V 7AA

PARALEGAL
OCCUPATION