

DATED 29 MARCH 2019

Certified Copy
Invicta Law Limited

HODSON DEVELOPMENTS (ASHFORD) LIMITED

and

CHILMINGTON GREEN DEVELOPMENTS LIMITED

and

HODSON DEVELOPMENTS (CG ONE) LIMITED

and

HODSON DEVELOPMENTS (CG TWO) LIMITED

and

THE KENT COUNTY COUNCIL

Bondel
SPONSER
SOLICITOR

SUPPLEMENTAL DEED OF AGREEMENT

relating to land at Chilmington Green,
Ashford Road, Great Chart pursuant to
Section 106 and 106A Town and Country
Planning Act 1990, Section 111 Local
Government Act 1972 and Section 1 of the
Localism Act 2011

Ref: SB/PH/ KEN001:101882

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Our legal expertise, your peace of mind

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This Deed of Agreement is made on

29 MARCH

2019

Between

- (1) **Hodson Developments (Ashford) Limited** (company registration number 07468189) whose registered office is at Office Suite 9, 55 Park Lane, London, W1K 1NA ("Hodson");
- (2) **Chilmington Green Developments Limited** (company registration number 09286703) whose registered office is at Office Suite 9, 55 Park Lane, London, W1K 1NA ("Chilmington Green Developments");
- (3) **Hodson Developments (CG One) Limited** (company registration number 10392676) whose registered office is at 55 Park Lane, London, W1K 1NA ("Hodson CG One");
- (4) **Hodson Developments (CG Two) Limited** (company registration number 10392663) whose registered office is at Office Suite 9, 55 Park Lane, London, W1K 1NA ("Hodson CG Two"); and
- (5) **The Kent County Council of County Hall, Maidstone, Kent, ME14 1XQ** (the "County Council");

Whereas

- (A) On 27 February 2017 the Paying Owners agreed planning obligations to the County Council pursuant inter alia to section 106 of the Planning Act by deed dated 27 February 2017 ("the Main Agreement") in which various planning obligations were entered into in relation to the Development at the Site as described in the Planning Permission
- (B) The Development Commenced on 5 June 2017
- (C) The Paying Owners are obliged to confirm and modify Positive Planning Obligations to Pay obligations under the Agreement
- (D) The Paying Owners have requested that the County Council modifies the timing for the payment of the Education - Primary School Contribution (schedule 15) and amendments to the indexation provisions (clauses 28 and 18)
- (E) The Paying Owners and the County Council have approved the modifications and additional provisions set out below subject to the completion of this deed of variation modifying the Main Agreement under sections 106/106A of the Planning Act

It is agreed

1 Definitions and Interpretation

- a) In this Supplemental Agreement all terms and interpretations shall unless new or otherwise varied have the meanings attributed to them in the Main Agreement.

- b) Where in this Supplemental Agreement reference is made to any clause, paragraph or schedule or recital, such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- c) Save for the amendments set out in clause ~~5~~⁵⁰ all other terms, covenants and obligations in the Main Agreement shall continue to bind the Site with full force and effect.

4 Legal Basis

This Supplemental Agreement is made in pursuance of Section 106 and 106A of the Act, and all other powers so enabling.

5 Variations

- a. schedule 15, Part 1, paragraph 7 (c): shall be deleted from the Main Agreement and replaced with:

"pay PS1 Contribution 3 to the County Council on or before the ~~X...29.MARCH...Y~~ ²⁰¹⁹ ^{SB}

- b. schedule 15, Part 1, paragraph 7 (d): shall be deleted from the Main Agreement and replaced with:

"pay PS1 Contribution 4 (including indexation) and the PS1 Contribution 2 Indexation Amount and the PS1 Contribution 3 Indexation Amount ~~to the County Council~~ ^{to} and Interest on the PS1 Contribution 2 Indexation Amount from 5 December 2018 until the date of payment and Interest on the PS1 Contribution 3 Indexation Amount from 5 June 2020 until the date of payment ^{not later than 78 months from the date of Commencement of the Development.} ^{to the County Council} ^{SB}

- c. schedule 15, Part 1, paragraph 7 (e): shall be deleted from the Main Agreement and replaced with:

"Provide a Bond to the value of PS1 Contribution 4 to the County Council on or before the ~~X...29.MARCH...Y~~ ²⁰¹⁹ ^{SB}

5)
6
7

Additional Provisions

The following paragraph shall be added as schedule 15, Part 1, paragraph 7A after schedule 15, part 1, paragraph 7(e)

"7A

The Paying Owners agree that for the purpose of interpreting schedule 15, part 1, paragraphs 7(b) and 7(c) that any indexation sums due to be paid with PS1 Contribution 2 and PS1 Contribution 3 will be as follows

PS1 Contribution 2 Indexation Amount -£ 279,117.09 (two hundred and seventy nine thousand one hundred and seventeen pounds nine pence)

PS1 Contribution 3 Indexation Amount -£ 256,909.87 (two hundred and fifty six thousand nine hundred and nine pounds and eighty seven pence)

7^{SB} Costs

- a. The Paying Owners agree to pay the County Council's legal and administrative costs in respect of the drafting, negotiation and completion of this Supplemental Agreement in the sum of £2500.00.

- b. This Supplemental Agreement shall be registered as a Land Charge.
- c. Insofar as any clause or clauses of this Supplemental Agreement are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Supplemental Agreement.

78 Jurisdiction

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

79 Delivery


This Supplemental Agreement shall take effect on the date stated on the front page.

Executed as a deed by the parties or their duly authorised representatives on the date of this Supplemental Agreement

Executed as a deed by
Hodson Developments
(Ashford) Limited
acting by a director

)
) Director
)
)

In the presence of a witness:


.....
Witness Signature

RAMA MANIAN
.....
Witness Name

24 LAUNTON CLOSE
.....


LUTON
.....

BEDFORDSHIRE LU3 4BF
.....
Witness Address

Executed as a deed by
Chilmington Green
Developments Limited
acting by a director

)
) Director
)
)

In the presence of a witness:


.....
Witness Signature

RAMA MANIAN
.....
Witness Name

24 LAUNTON CLOSE
.....


LUTON
.....

BEDFORDSHIRE LU3 4BF
.....
Witness Address

Executed as a deed by
Hodson Developments
(CG One) Limited
acting by a director

)
) Director
)
)

In the presence of a witness:


.....
Witness Signature

RAMA MANIAN
.....
Witness Name

24 LAUNTON CLOSE
.....

LUTON
.....

BEDFORDSHIRE LU2 4BF
.....
Witness Address

Executed as a deed by
Hodson Developments
(CG Two) Limited
acting by a director

)
) Director
)
)

In the presence of a witness:


.....
Witness Signature

RAMA MANIAN
.....
Witness Name

24 LAUNTON CLOSE
.....

LUTON
.....

BEDFORDSHIRE LU2 4BF
.....
Witness Address

THE COMMON SEAL of)
The Kent County Council)
was hereunto affixed in the presence of)



.....
Authorised Signatory LAUREN MCCANN



339-2019.