

DATED 14th December 2022

EAST SUFFOLK COUNCIL (1)

SUFFOLK COUNTY COUNCIL (2)

and

TAYLOR WIMPEY UK LIMITED (3)

SUPPLEMENTAL AGREEMENT

Under Section 106A of the Town & Country Planning
Act 1990 relating to land South and East of Adastral
Park, Martlesham

Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom

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Reference WIM.020-0154

PARTIES

- (1) **EAST SUFFOLK COUNCIL** whose registered office is at East Suffolk House
Riduna Park Station Road Melton Woodbridge IP12 1RT (the "**Council**")
- (2) **SUFFOLK COUNTY COUNCIL** whose registered office is at Endeavour House 8
Russell Road Ipswich Suffolk IP1 2BX (the "**County Council**")
- (3) **TAYLOR WIMPEY UK LIMITED** (Company Number 01392762) whose registered
office is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR
(the "**Owner**")

INTRODUCTION

- A The Council is the local planning authority for the purposes of the 1990 Act for the
administrative area in which the Site is situated.
- B The County Council is: (i) a local planning authority for the purposes of the 1990 Act;
(ii) the local highway authority (except for trunk roads) for the purposes of the 1980
Act; (iii) the education authority for the purposes of the 1996 Act; and (iv) the local
library authority for the purposes of the 1964 Act for the area within which the Site is
situated.
- C The Owner is the freehold owner of the Site which is registered at HM Land Registry
with title absolute under title numbers SK373082 and SK233915.
- D On 10 April 2018 the County Council, the Council (then Suffolk Coastal District
Council) and Carlyle Land Limited entered into the Original Agreement.
- E Without prejudice to the terms of the other covenants contained in the Original
Agreement the parties have agreed to vary the terms of Original Agreement as set
out in this Deed.
- F This Deed is made under section 106A of the 1990 Act and is supplemental to the
Original Agreement.

IT IS AGREED THAT**1 INTERPRETATION**

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions

"Original Agreement" the agreement made under section 106 of the 1990 Act dated
10 April 2018 between (1) the Council (2) the County Council and (3) Carlyle Land
Limited.

1.2 Unless the context otherwise requires, all words and phrases defined in the Original
Agreement shall have the same meaning in this Deed.

- 1.3 Clause headings shall not affect the interpretation of this Deed.
- 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 and County Council, the successors to its 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 Deed.
- 1.11 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

- 2.1 This Deed is made pursuant to the provisions of sections 106 and 106A of the 1990 Act and all other enabling powers and is a planning obligation with the intent to bind the Site subject to the provisions of the Original Agreement as varied by this Deed.
- 2.2 This deed is enforceable by (and against) the Council and the County Council in accordance with section 106 of the 1990 Act.

3 VARIATIONS TO THE ORIGINAL AGREEMENT

- 3.1 The definition of "Service" in Clause 1.1 of the Original Agreement shall be amended by deleting 'and gas'.
- 3.2 Within Paragraph 4.4(b) of Schedule 7 of the Original Agreement the words, "gas" shall be deleted.
- 3.3 Within Paragraph 10.3 of Schedule 8 of the Original Agreement the words "gas", shall be deleted.
- 3.4 Paragraph 12.1(c)(iii) of Schedule 8 of the Original Agreement shall be deleted and Paragraph 12.1(c)(iv) shall become Paragraph 12.1(c)(iii).

- 3.5 In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

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 Deed.

5 LOCAL LAND CHARGE

This Deed shall be registered as a local land charge.

6 COUNCIL'S COSTS

The Owner shall pay to the Council and the County Council on or before the date of completion of this deed, the Council and the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

7 VALUE ADDED TAX

- 7.1 All consideration given in accordance with the terms of this deed 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 deed 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.

8 THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

9 GOVERNING LAW

This Deed 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 law of England.

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a Deed.

EXECUTED and delivered [when dated])
as a deed by affixing the common seal of)
EAST SUFFOLK COUNCIL in the)
presence of:)

[Redacted signature]

Authorised signatory

ra

Print name

Authorised Signatory

EXECUTED and delivered [when dated])
as a deed by affixing the common seal of)
SUFFOLK COUNTY COUNCIL in the)
presence of:)

[Redacted signature]

Authorised signatory

EMILY SPRINGFORD

Print name

EXECUTED and delivered [when dated])
as a deed by and)
as attorneys for TAYLOR WIMPEY UK)
LIMITED in the presence of:)

[Redacted signature]

Emily Crowe
Attorney

[Redacted signature]

Lisa J Duncan
Attorney

Signature of Witness:

[Redacted signature]

Name:

Harriet Gibson
Legal Support
Taylor Wimpey UK Limited
Castle House
Kempson Way
Suffolk Business Park
Bury St Edmunds
IP32 7AR

Occupation:

Address: