

(1) SALUTEM LD BIDCO IV LIMITED

(2) CLYDESDALE BANK PLC

(3) HORSHAM DISTRICT COUNCIL

DEED OF DISCHARGE

Pursuant to section 106 of the Town and Country Planning Act 1990 in respect of

**Land at Ingfield Manor School, Ingfield Manor Drive, Five Oaks, Billingshurst,
West Sussex, RH14 9AX**

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Albery House
Springfield Road
Horsham
West Sussex
RH12 2GB

Legal ref: 12713
Planning ref: S106/26/0006

THIS AGREEMENT is made as a deed and dated 8th October 2026

Between:

- (1) **SALUTEM LD BIDCO IV LIMITED** (Co. Regn No. 10988939) whose registered office is at Minton Place, Victoria Street, Windsor, SL4 1EG ("**the Owner**")
- (2) **CLYDESDALE BANK PLC** (Co. Regn. No SC001111) whose registered office is at 177 Bothwell Street, Glasgow, Scotland, G2 7ER ("**the Mortgagee**")
- (3) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB ("**the District Council**")

together "**the Parties**"

1. BACKGROUND & RECITALS

Whereas

- 1.1 The District Council is the local planning authority as defined in the Act for the area within which the Application Site and the Offsetting Site is situated for the purposes of this Deed and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.
- 1.2 The Owner is the registered proprietor with title absolute of land registered at HM Land Registry under title number WSX260126, within which the Application Site and the Offsetting Site are situated. The Mortgagee has a charge dated 22 July 2024 against the Application Site and the Offsetting Site.
- 1.3 On 31 October 2025 Natural England issued the Withdrawal Statement formally withdrawing the Position Statement and the requirement for development within the SNWSZ to be Water Neutral.
- 1.4 The Council received the Discharge Application on 11 February 2026 which was validated on 25 February 2026.
- 1.5 The Parties have agreed to enter into this Deed to discharge the Original Agreement because the Council has determined that the mitigation and Offsetting Measures secured by the Original Agreement are no longer required.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Deed:

- 2.1 Words importing the one gender include reference to all the genders.
- 2.2 Words importing the singular include the plural and vice versa.
- 2.3 Words importing persons include companies and corporations and vice versa.
- 2.4 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.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each individually.
- 2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Deed, unless expressly stated otherwise.
- 2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Deed.

- 2.8 In the absence of contrary provision, any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 2.9 A reference to writing or written excludes fax and email.
- 2.10 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.11 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the District Council, the successors to their functions as local planning authority.
- 2.12 The headings are for reference only and shall not affect construction.

3. DEFINITIONS

It is hereby agreed that all terms defined in the Original Agreement shall be preserved and shall apply for the purposes of interpreting this Deed and that additionally, the following expressions shall have the following meanings:

"Discharge Application"	the application received by the Council on 11 February 2026 (and allocated reference S106/26/0006) for the purposes of discharging the Original Agreement.
"Original Agreement"	the section 106 agreement between (1) Saludem Ld Bidco IV Limited (2) Clydesdale Bank PLC and (3) Horsham District Council dated 19 August 2025.
"Withdrawal Statement"	a statement issued by Natural England on 31 October 2025 confirming that the Position Statement has been withdrawn and development within the SNWSZ no longer needs to be Water Neutral.
"Position Statement"	the statement issued released by Natural England in September 2021 requiring that any new development within the SNWSZ must be Water Neutral

4. ENABLING PROVISIONS

- 4.1 This Deed is made pursuant to section 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. DISCHARGE OF PLANNING AGREEMENT

- 5.1 The Owner and the Council agree that the Original Agreement shall hereby be discharged in its entirety and will cease to have any effect from the date of this Deed and shall not be capable of being enforced against the Owner or their successors in title, or any other party either with respect to the Application Site and/or the Offsetting Site or any part thereof.
- 5.2 The Parties agree that the Planning Permission is unaffected by this Deed.

6 COSTS

- 6.1 The Owner has undertaken to pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Deed.

7 GENERAL

The Parties undertake that:

- 7.1 this Deed constitutes a deed of discharge for the purposes of section 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

- 7.2 this Deed constitutes a deed.
- 7.3 nothing in this Deed confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 7.4 The Owner hereby undertakes that:
- 7.4.1 this Deed supersedes and replaces all previous negotiations whether oral or written;
- 7.4.2 the Owner has not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and
- 7.4.3 nothing herein contained excludes the liability of any party in relation to fraud.
- 7.5 If any provision in this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 7.6 This Deed shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.
- 7.7 References to the Application Site include any part of it.
- 7.8 References to the Offsetting Site include any part of it.

8. LOCAL LAND CHARGE

- 8.1 The District Council shall remove the Original Agreement from the Register of Local Land Charges as soon as reasonably practicable after the completion of this Deed of Discharge.

IN WITNESS whereof this Deed has been duly executed the day and year first hereinbefore mentioned

SIGNED as a DEED by
SALUTEM LD BIDCO IV LIMITED
acting by two Directors

..... Director

..... *PAUL LAWES* Print Name

..... Director

..... *JOHN GODDEN* Print Name

**EXECUTED as a DEED by
CLYDESDALE BANK PLC**

acting by its Authorised Signatory at Nationwide
Building Society

[DAVID THOMSON]

DIRECTOR, BUSINESS BANKING

Authorised Signatory

pursuant to a Power of Attorney dated 18 March 2026

in the presence of:

Witness signature:

Witness print name:

Witness address:

Jennie Thomson

165 Dickens Lane

Paynton

Stockport

SK12 1NZ

**SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL**

in the presence of:

Authorised Officer

