WB/07/1023/AUT

DATED 12TH MARCH 2008

THE BOROUGH COUNCIL OF WORTHING

and

THE AVANTI PARTNERSHIP

and

WEST SUSSEX COUNTY COUNCIL

and

HERITABLE BANK LIMITED

A G R E E M E N T

Pursuant to Section 106 Town and
Country Planning Act 1990

relating to

13-31 Tarring Road Worthing
West Sussex

Assistant Director (Legal and Democratic Services)
Town Hall
Chapel Road
Worthing
BN11 1HA

THIS AGREEMENT is made the 12TH day of MARCH Two Thousand and Eight

BETWEEN:
THE BOROUGH COUNCIL OF WORTHING whose offices are at Town Hall Chapel Road Worthing West Sussex (hereinafter called "The Council") of the first part and **THE AVANTI PARTNERSHIP** (the "Owner") (established in the Isle of Man) Registered Office Fernleigh House Palace Road Douglas Isle of Man and **WEST SUSSEX COUNTY COUNCIL** of County Hall Chichester West Sussex PO19 1RN ("the County Council") of the third part and **HERITABLE BANK LIMITED** (Scot. Co. Registration number 717) of 8 Hill Street Berkeley Square London W1J 5NG ("the Mortgagee")

1. RECITALS:-

A. The Owners are the owners of land known as 13-31 Tarring Road Worthing West Sussex registered at H M Land Registry under Title Number WSX99454 and shown edged red on the plan attached hereto (hereinafter called "the land")

B. The Council is the Local Planning Authority for the purposes of the Act and for the administrative area in which the land is situated

C. The County Council is the County Planning Authority and Highways Authority for the area within which the Land is situated

D. The Council and the County Council are the authorities by whom the Planning Obligations contained in this Deed are respectively enforceable

E. The Owners have made an application to the Council for planning permission (as hereinafter defined) which has been allocated Planning Reference No. WB/07/1023/OUT

F. The Council has resolved to grant the Planning Permission (as hereinafter defined) subject to the making of a planning obligation without which the Planning Permission (as hereinafter defined) would not have been granted.

G. The Owners consider that the land should be bound by this Deed 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 **Affordable Housing** means housing that will be provided to specified eligible households whose needs are not met on the open market

1.3 **Affordable Housing Land** means the parcel of land together with the Affordable Housing Units to be Transferred to a Registered Social Landlord as shown edged xxx on the Plan or in such other location as may be agreed between the Developer and the Council

1.4 **Affordable Housing Units** means five housing units at a mix of two x one bed flat with a gross internal area of 45 metres sq., one x one bed flat at a gross internal of 46 metres sq., one x one bed flat at a gross internal floor area of 47 metres sq., and one x two bed flat at a gross internal area of 65 metres sq. (of which at least three units to be provided as Rented Units and

Land Registry Official copy of title plan

Title number WSX99454
Ordnance Survey map reference TQ1403SW
Scale 1:1250
Administrative area WEST SUSSEX: WORTHING

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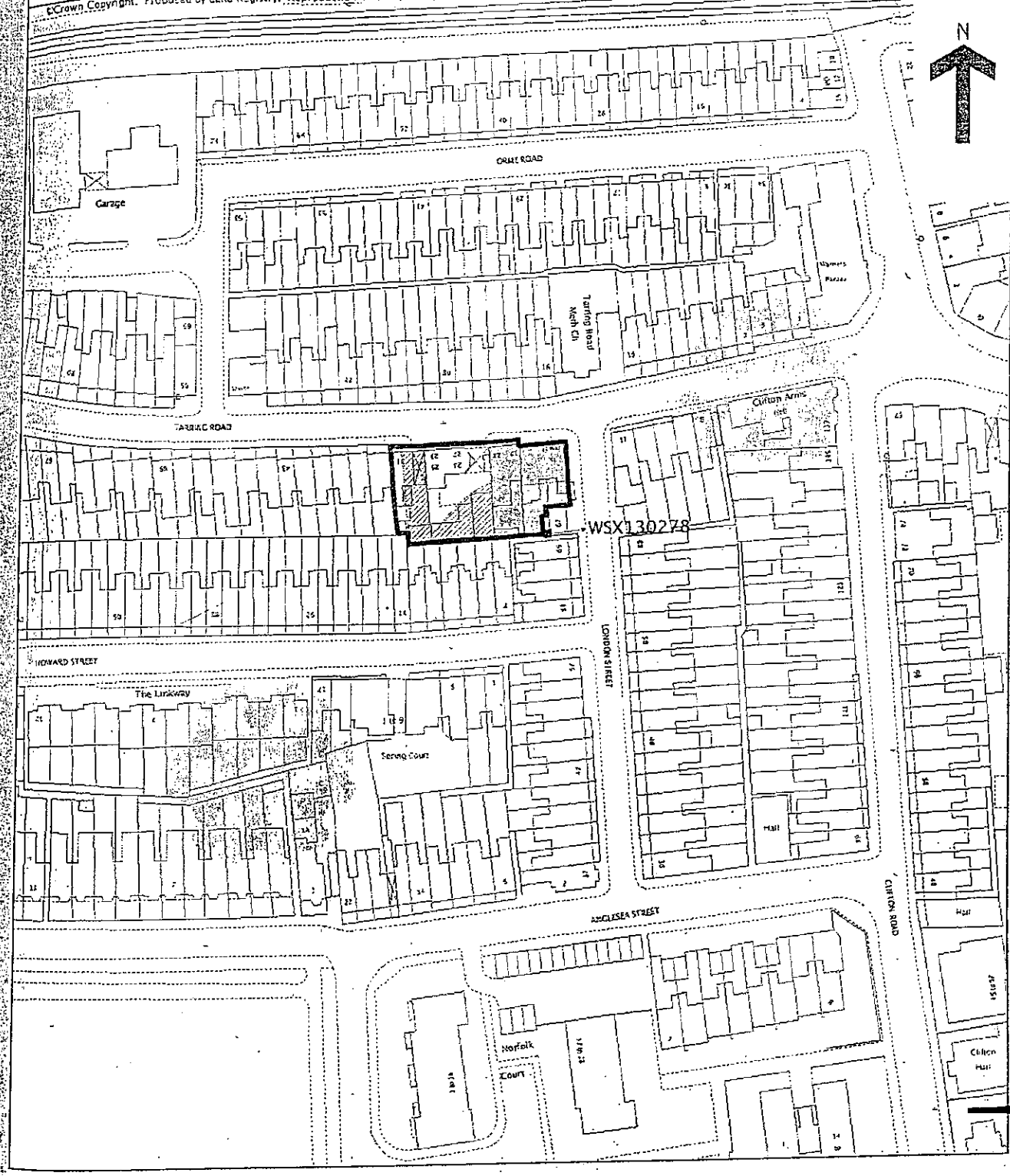

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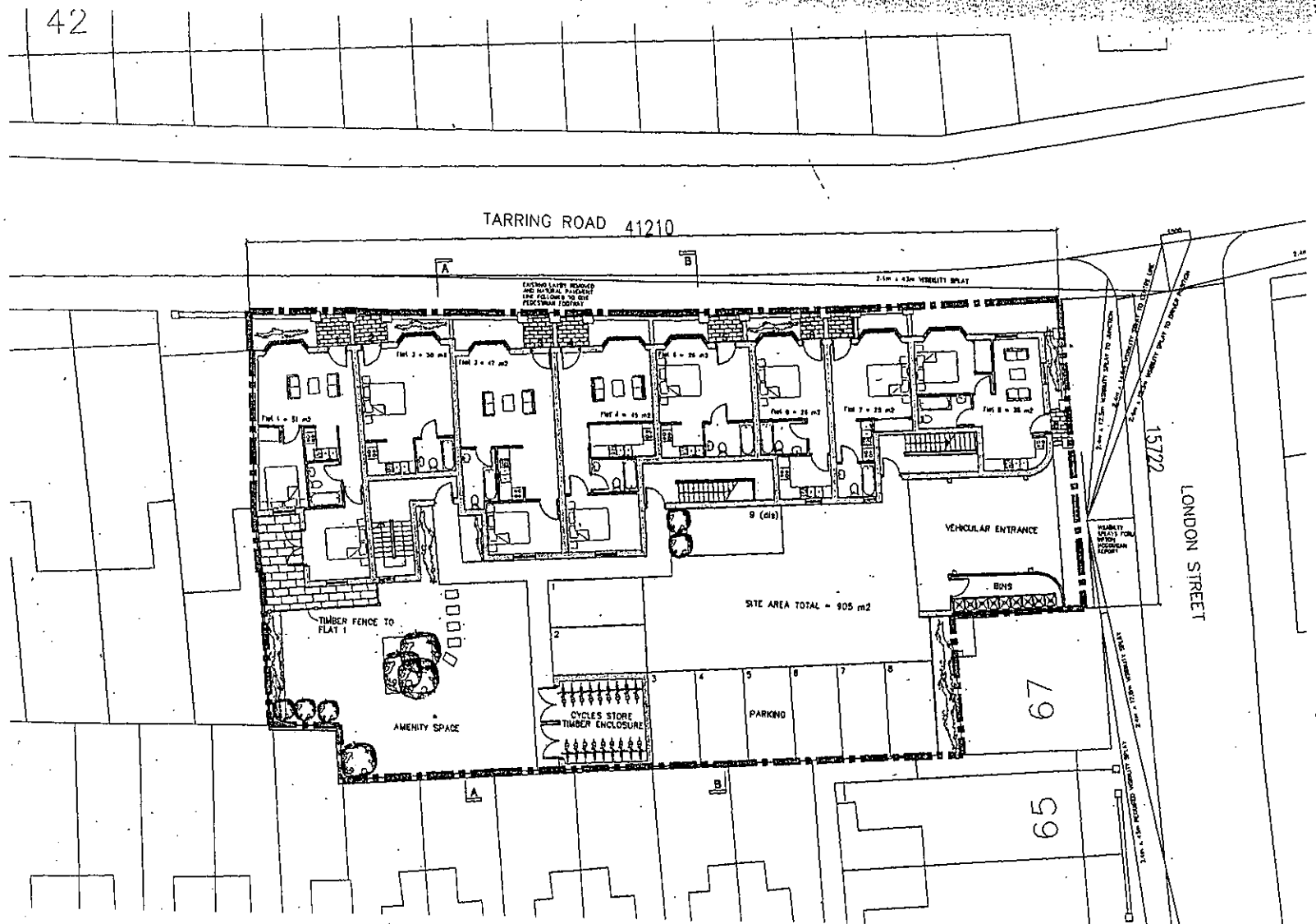
W. A. Johnson
ASSISTANT DIRECTOR
(LEGAL & DEMOCRATIC SERVICES)

M. Enshell

FOR ILLUSTRATIVE PURPOSES ONLY.



Proposed Ground Floor Plan @ 1:100

Alocated for Social Housing

REV	DATE	AMENDMENT	DRAWN
D	9/10/08	PLANNING COMMENTS: REDUCED EAVES TO SOUTH ELEVATION, FRONT BOUNDARY REVISED, FLATS TO SOCIAL HOUSING REVISED	THOD
C	2 June 08	Footway width now 2.0m	THOD
B	NOV 07	TRAFFIC INFO ADDED	MH
A	AUG 07	PLANNING COMMENTS: REDUCE ACCOMADATION, INCREASE PARKING AND RESPOND TO TRADITIONAL SURROUNDINGS	THOD

helyerdesign [ltd]
architecture .design .graphics

CLIENT
Avanti Partnership

PROJECT
Tarring road
Worthing

DRAWING
Proposed Plans,

SCALE
As Noted

DATE July 07 DRAWN THOD

DRAWING NUMBER 05132/01

REVISION D

3627/28/29/30/31

M Kendall

L. A. Johnson
ASSISTANT DIRECTOR
LEGAL & DEMOCRATIC SERVICES

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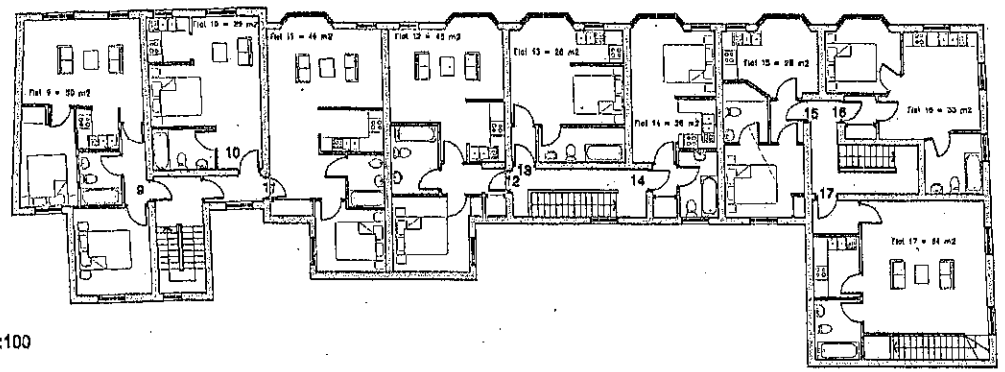
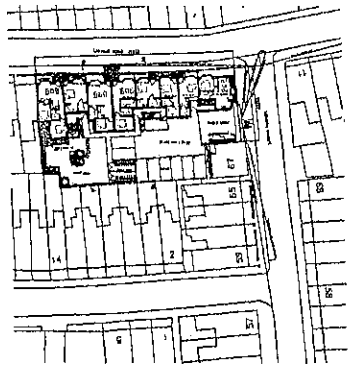
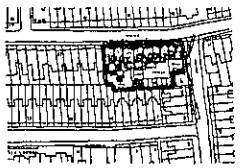


Proposed First Floor Plan @ 1:100

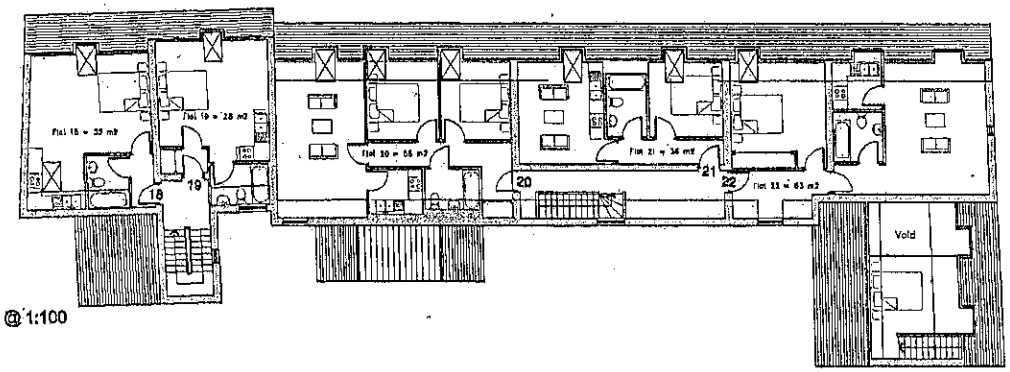
☐ Alocated for Social Housing



Proposed Block Plan @ 1:500



Proposed Location Plan @ 1:1250



Proposed Second Floor Plan @ 1:100

W.A. Johnson
ASSISTANT DIRECTOR
(LEGAL & DEMOCRATIC SERVICES)

REV	DATE	AMENDMENT	DRAWN
A	9-1-00	PLANNING COMMENTS: REDUCED EAVES TO SOUTH ELEVATION. FRONT BOUNDARY REVISED. FLATS TO AFFORDABLE HOUSING REVISED	THOD

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Avanti Partnership

PROJECT
Torring road
Worthing

DRAWING
Proposed Plans,
First & Second Floor

SCALE
As Noted

DATE July 07 DRAWN THOD

DRAWING NUMBER
05132/03

REVISION

3627/28/24/30/31

M Hemlett

Land Registry Official copy of title plan

Title number WSX99454
Ordnance Survey map reference TQ1403SW
Scale 1:1250
Administrative area WEST SUSSEX: WORTHING

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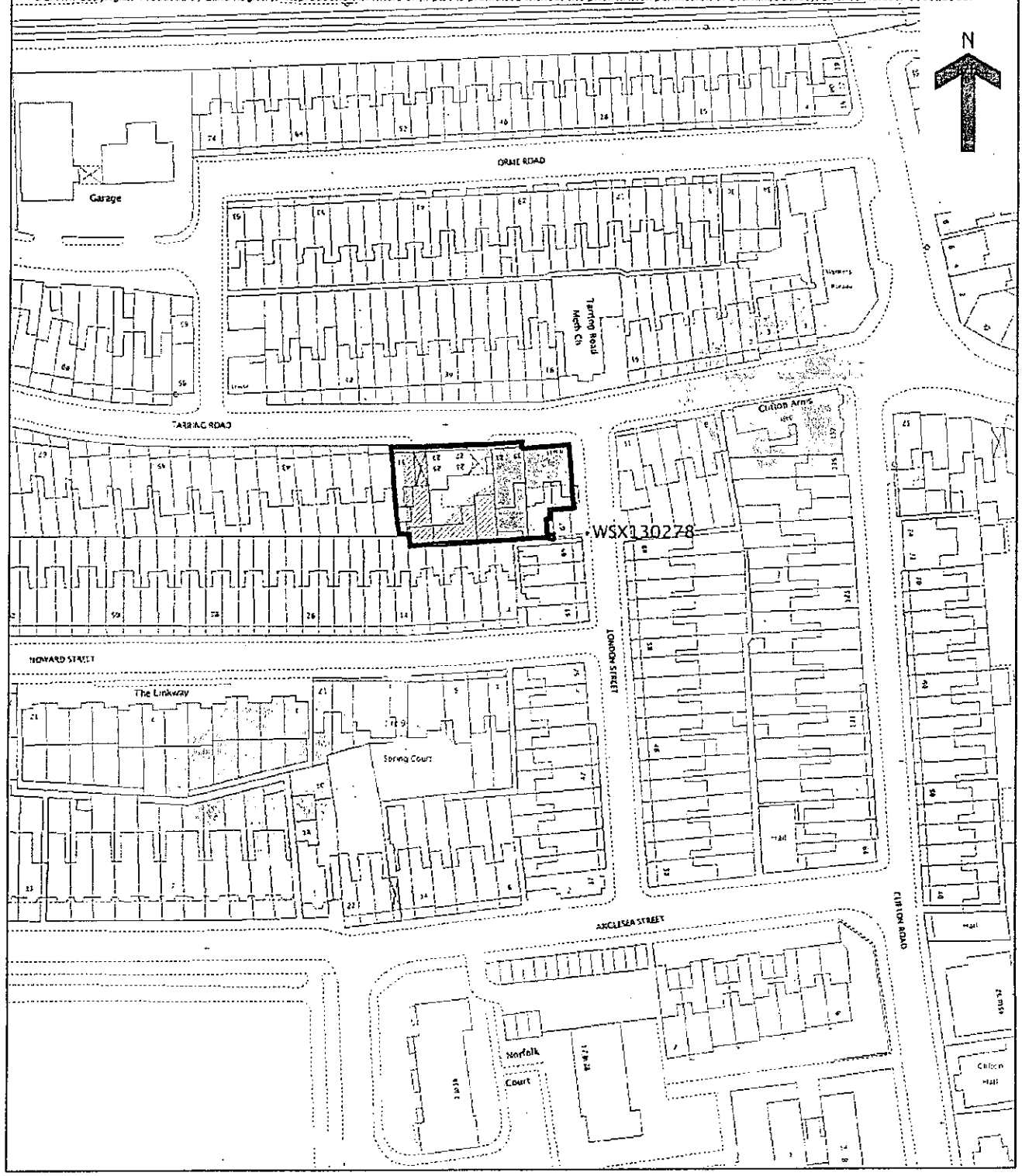

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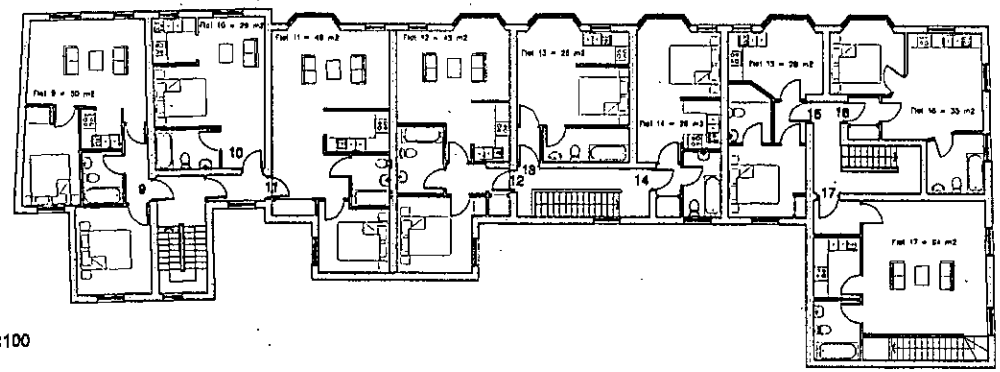
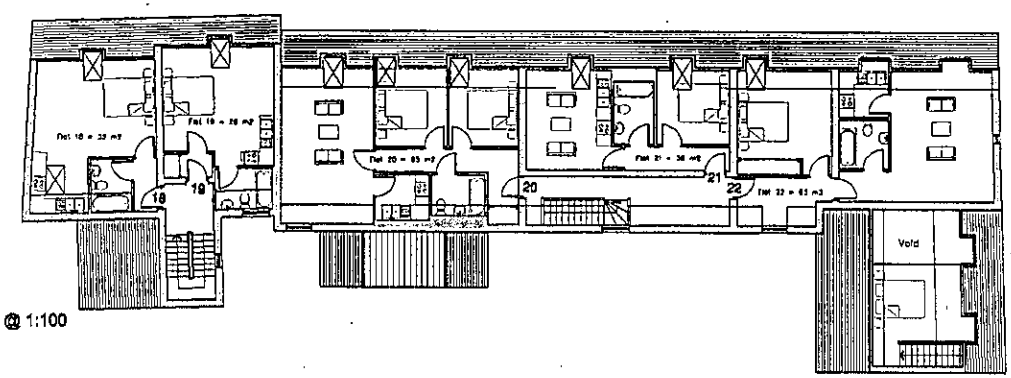
NOTES
Dimensions to be checked on site before commencement work. Any discrepancies must be reported to the architect immediately.
Do not scale from these drawings except for planning purposes. Use figured dimensions only.
Where appropriate this drawing is to be read in conjunction with specification and all other drawings including structural engineer and mechanical and electrical drawings / specification.

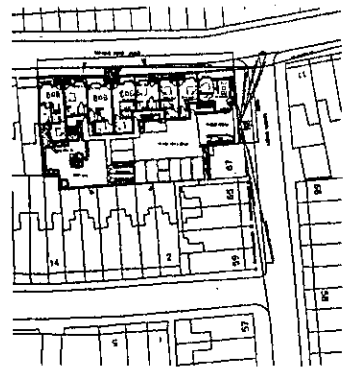


Proposed First Floor Plan @ 1:100

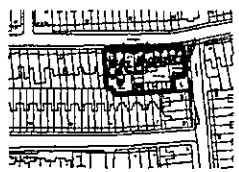
Allocated for Social Housing



Proposed Second Floor Plan @ 1:100



Proposed Block Plan @ 1:500



Proposed Location Plan @ 1:1250

REV	DATE	AMENDMENT	DRAWN
A	9.7.08	PLANNERS COMMENTS: REDUCED EAVES TO SOUTH ELEVATION. FRONT BOUNDARY REVISED. FLATS TO AFFORDABLE HOUSING OVERVIEW	TMOD

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Avanti Partnership

PROJECT
Terring road
Worthing

DRAWING
Proposed Plans,
First & Second Floor

SCALE
As Noted

DATE July 07 DRAWN TMOD

DRAWING NUMBER
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REVISION

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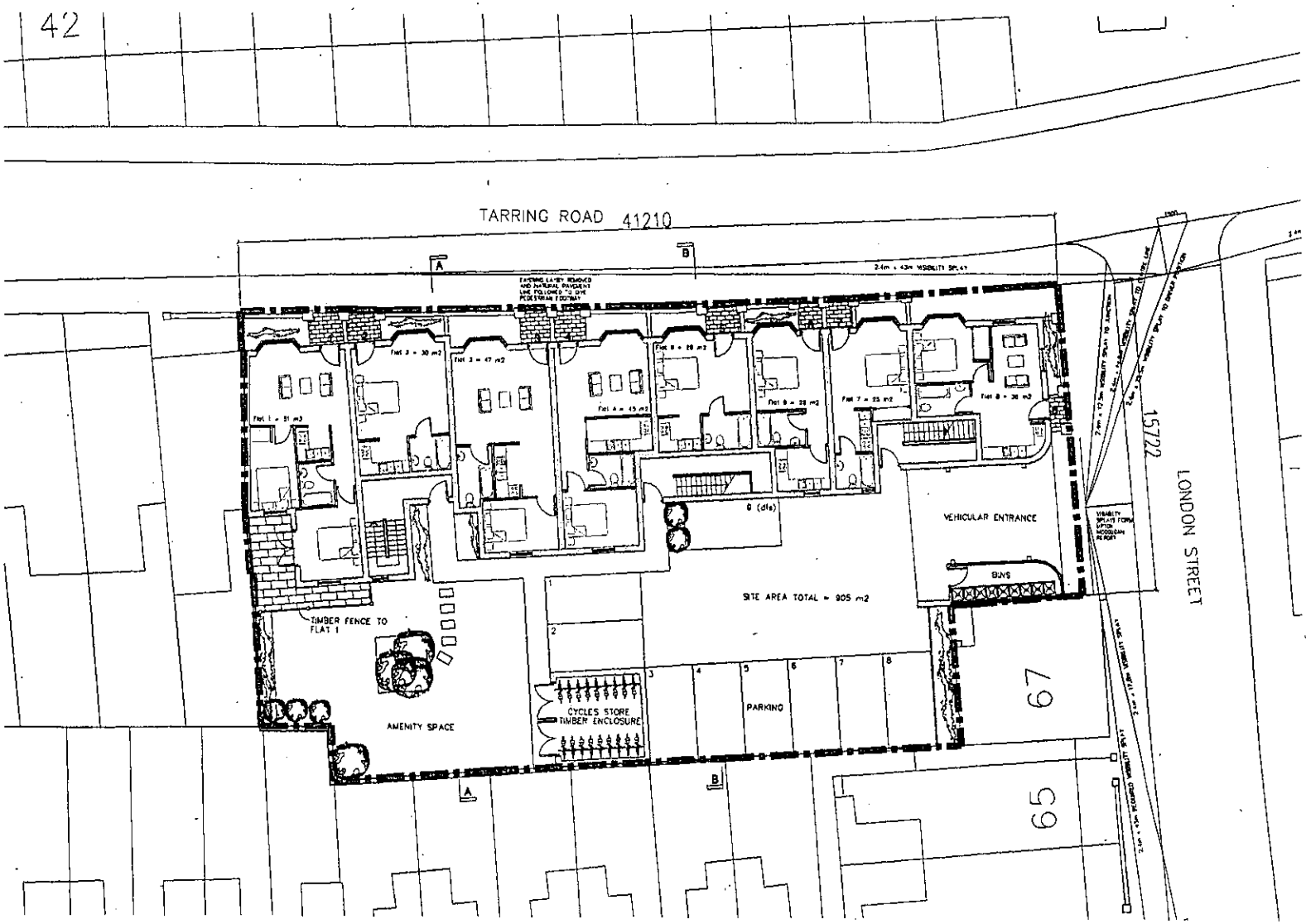

Proposed Ground Floor Plan @ 1:100

Allocated for Social Housing

REV	DATE	AMENDMENT	DRAWN
D	Nov 08	PLANNING COMMENTS: REDUCED EAVES TO SOUTH ELEVATION. FRONT BOUNDARY REVISED. FLATS TO SOCIAL HOUSING REVISED	THOD
C	Nov 08	Footway Width new 2.0m	THOD
B	Oct 08	TRAFFIC INFO ADDED	MR
A	Aug 08	PLANNING COMMENTS: REDUCE ACCOMODATION - INCREASE PARKING AND RESPOND TO TRADITIONAL SURROUNDINGS	THOD

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PROJECT
Tarring road
Worthing

DRAWING
Proposed Plans.

SCALE
As Noted

DATE July 08

DRAWN TMOD

DRAWING NUMBER
0513E/01

REVISION
D

the remainder as Shared Ownership Units) or such other mix of Affordable Housing Units as shall be agreed with the Council in the absence of grant funding which Affordable Housing Units shall be constructed in locations on the land as agreed with the Council

1.5 **The Application** means planning application allocated reference number WB/07/1023/OUT

1.6 **Commencement of Development** means implementation by the carrying out of a material operation as defined by Section 56(4) of the Act but excluding demolition site clearance decontamination hoarding and soil and site tests and archaeological investigations and commencement of development shall be construed accordingly

1.7 **Contribution** means the contribution to be payable to the Council and the County Council as defined in accordance with the provisions of Schedule 1 of this Agreement

1.8 **Design and Quality Standards** means the Design and Quality Standards published by the Housing Corporation current at the Commencement of the Development

1.9 **Development** means the construction of twenty-one flats (including 5 Affordable Housing Units), together with vehicular access and the provision of nine parking spaces, cycle storage provision for eighteen cycles and associated bin storage

1.10 **Financial Qualification** means the level of income and/or resources or such other circumstances as the Council's Housing Services Manager or their nominee shall reasonably agree after consultation with the Registered Social Landlord from time to time below which Qualifying Person qualifies on financial terms for the right to purchase a shared ownership or Low Cost Unit. In determining whether an applicant satisfies the Financial Qualification due regard will be taken on the applicant's savings benefits or other financial resources in addition to their earned income

1.11 **Fire and Rescue Service Contribution** means the sum paid in accordance with paragraph 2 of the First Schedule to this Agreement being a financial contribution towards the provision of fire and rescue service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Development

1.12 **First Occupation** means when Council Tax (or an equivalent tax) becomes payable by the occupier of an open market unit in respect of such units notwithstanding any exemption or relief to which the occupier may be or become entitled and **Occupier** and **Occupied** shall be construed accordingly

1.13 **Gross internal area** means gross internal floor area as measured in accordance with the RICS Code of Measuring Practice (Fifth Edition)

1.14 **Housing Corporation** means the non-departmental Government body that funds and regulates Registered Social Landlords

1.15 Interest Rate will be 4% above base rate of HSBC Bank Plc

1.16 **Nominations Agreement** means the Council's standard agreement to be entered into by the Council and a Registered Social Landlord from time to time with such variations as may be agreed between the Registered Social Landlord and the Council

1.17 **Nominated Occupier** means a person nominated by the Council to the Registered Social Landlord to occupy an Affordable Housing Unit in accordance with the Nominations Agreement

1.18 **Open Market Housing Unit** means a dwelling unit to be erected on the land as part of the development and sold or rented at arms length on the open market

1.19 **The Plan** means the plan attached hereto

1.20 **Planning Obligations** means the Planning obligations set out in the Schedules to this Deed

1.21 **Planning Permission** is the detailed Planning Permission to be granted pursuant to the Application

1.22 **Registered Social Landlord** means a Social Landlord registered with the Housing Corporation pursuant to the Housing Act 1996 or a body appropriately qualified or experienced to own and manage the Affordable Housing Units as agreed with the Council prior Commencement of the Development (such agreement not to be unreasonably withheld or delayed)

1.23 **Rented Units** means at least three of the Affordable Housing Units to be available for rent at an affordable rent as defined by the Housing Corporation to a Nominated Occupier

1.24 **Shared Ownership Units** means those Affordable Housing Units which are to be part sold and part rented and made available to persons who satisfy the Financial Qualification in operation at the time of purchase

1.25 **Substantially Completed** means having reached a stage of construction at which the Affordable Housing Units are substantially ready for the purpose of occupation apart from known defects or omissions and Substantially Complete shall be construed accordingly

1.26 **Total Access Demand Methodology** means the methodology developed by the County Council and adopted by the Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of the development

1.27 **Total Access Demand Contribution** means the sum payable in accordance with paragraph 3 of the first Schedule being a financial contribution which is calculated in accordance with the Total Access Demand Methodology

1.28 **Transfer** means the document by which the land and buildings comprising the Affordable Housing Units are transferred in accordance with the provision of Schedule 2 to this Agreement

1.29 **Transferred** means the sale of the freehold interest or the grant of a long leasehold interest exceeding 99 years and Offer for Transfer and transferred shall be construed accordingly

1.30 **Working Days** means Monday to Friday (excluding days which in England are Public Holidays) inclusive

MAIN OPERATIVE CLAUSES

2.1 This Agreement is 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 the covenants and/or obligations contained herein to the intent that it shall bind the Owner and its successors in title of each and every part of the land

2.2 The Owners hereby covenant with the Council and County Council as follows:-

2.2.1 They will in all respects comply with the conditions that may be contained in the Planning Permission and will comply in all respects with the

Planning Obligations set out and contained in Schedule 1 and Schedule 2 to this Agreement to the effect that the land and every part thereof shall be permanently subject thereto

2.2.2 To pay the Council and the County Council the contributions as set out in Schedule 1 to this Deed

2.2.3 To Transfer the Affordable Housing Units in the Development to a Registered Social Landlord in accordance with the provisions set out in Schedule 2 to this Deed and the following terms.

2.2.3.1 The Obligations under this Deed shall not be enforceable against residential/occupiers of the Open Market Housing Units

2.2.3.2 The Affordable Housing Units shall not be used or occupied other than for Affordable Housing **PROVIDED ALWAYS THAT** the provisions of this clause shall not be binding nor enforceable against:-

2.2.3.2.1 Any person or persons who shall at any time acquire any legal interest in any Affordable Housing Unit pursuant to any statutory right of acquisition from time to time in force and any Mortgagee in possession of that person or successor in title thereof; and

2.2.3.2.2 Any persons who has acquired any Home Buy (Shared Ownership Unit) who has purchased a 100% share in that Home Buy (Shared Ownership Unit) and anyone deriving title therefrom and any Mortgagee in possession of that person or successor in title thereof; and

2.2.3.2.3 Any Mortgagee or Chargee which shall have the benefit of a legal mortgage or charge secured on any part or parts of the whole of any of the Affordable Housing Land or individual Affordable Housing Unit nor any successors who shall derive title directly or indirectly from that Mortgagee or Chargee (other than a Social Landlord) **PROVIDED ALWAYS THAT** the Mortgage Chargee or Receiver appointed the Mortgagee or Chargee shall first have notified the Council in writing that it wishes to exercise its statutory power of sale within four months of such written notification the Mortgagee or Chargee or Receiver having used all its reasonable endeavours is unable to enter into a Contract for the sale of the Affordable Housing Units to a Registered Social Landlord on terms that on completion thereof the Mortgagee Chargee or Receiver will be repaid the full market value of the relevant land containing the Affordable Housing Units

2.2.4 That prior to the Commencement of Development they will give the Council not less than seven days notice of its intention to Commence Development

2.2.5 Not to Commence Development until such time as all parties (including both the Owners) with a freehold or long leasehold interest in the land and any Mortgagees thereto have entered into a Planning Obligation (whether by way of Agreement or Unilateral Undertaking) in similar terms to this Deed to the effect that the land and every part thereof shall be subject thereto prior to Commencement of Development

2.2.6 This Planning Obligation is conditional upon and shall be of no effect until the Planning Permission is granted. If the Planning Permission is cancelled revoked or otherwise withdrawn this Deed shall cease to have effect

2.2.7 The Planning Obligations shall take effect on the Commencement of Development but not otherwise and if the Permission shall expire prior to Commencement of Development then the provisions of this Agreement shall cease to have further effect save for the undertakings as to costs contained in

clause 2.8 which shall be effective on the date of completion of this Agreement

2.2.8 The Council shall be entitled to nominate to the Registered Social Landlord occupiers for the Affordable Housing Units in accordance with the Nominations Agreement

2.3 No Person or Body shall be liable for any breach of covenants restrictions or obligations contained in this Deed occurring after that person or body has parted with their interest in the Land or part thereof in respect of which such breaches occurs but without prejudice to any antecedent breach

2.4 A person (other than the Council and the County 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 Deed shall be in writing and shall be delivered personally or sent pre-paid First Class Recorded Delivery Post. The address for service of any such Notice Consent or Approval as aforesaid shall in the case of the parties be addressed to 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 this shall be Worthing Borough Council Town Hall Chapel Road Worthing West Sussex BN11 1HA and in the case of the County Council shall be West Sussex County Council of County Hall Chichester West Sussex PO19 1RN

2.8 The Owners agrees to pay the Council's and the County Council's reasonable legal costs in the preparation and checking of this Deed

2.9 No waiver (whether express or implied) by the Planning Authorities in respect of any breach or default by the Developer in the performance or observation of the Planning Obligations in whole or in part shall constitute a continuing waiver or prevent the Planning Authorities or either of them from enforcing any of the obligations or conditions contained in the Planning Obligations or acting upon any subsequent breach or default of the Planning Obligations by the Owner

2.10 Nothing in this Deed shall be construed as affecting or prohibiting or limiting any right to develop any part of the land in accordance with a Planning Permission (other than the Planning Permission granted by the Council or by the Secretary of State on appeal or reference to the Secretary of State or by any other competent authority after the date of this Deed)

2.11 The Mortgagee confirms its consent to the Owners entering into this Section 106 Agreement

2.12 If any provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement and in the event of any such deletion the parties shall negotiate in good faith in order to

agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted

2.13 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Deed shall be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) the identity of whom is to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.

2.14 The Council and the County Council Covenant with the Owner that they will each separately comply with the provisions of Schedule 3 of this Agreement as they relate to their own duties contained in that Schedule 3, however, that any breach thereof by one Council will not bind the Other.

SCHEDULE 1
CONTRIBUTIONS

The Owners hereby covenant:-

1. That it will within seven days of the date of the First Occupation of the first Open Market Housing Unit pay the Council the sum of Fourteen Thousand Two Hundred and Fifty-six pounds Forty-eight pence (£14,256.48) for the provision of equipped play space equipment

1.2 Not to cause or allow first occupation of any Affordable Housing Units or Open Market Units before the contribution for the provision of equipped play space equipment shall have been paid

2. FIRE AND RESCUE SERVICE CONTRIBUTION

2.1 To pay to the County Council the Fire and Rescue Service Contribution on or before Commencement of Development.

2.2 Not to cause of allow First Occupation of any Affordable Housing Units or Open Market Units before the Fire and Rescue Service Contribution shall have been paid

2.3 The Fire and Rescue Service Contribution shall be the sum of Two Hundred and Sixty Three Pounds (£263)

2.4 If the Fire and Rescue Service Contribution has not paid to the County Council on or before Commencement of Development to pay to the County Council in addition interest at the Interest Rate from the Commencement of Development until the actual date of payment any such interest shall be treated as part of the Fire and Rescue Service Contribution

3. TOTAL ACCESS DEMAND CONTRIBUTION

3.1 To pay to the County Council on or before the First Occupation of the first Open Market Unit the Total Access Demand Contribution

3.2 Not to cause or allow First Occupation of any Affordable Housing Units or Open Market Units before the Total Access Demand Contribution shall have been paid

3.3 The Total Access Demand Contribution shall be the sum of Thirteen Thousand Eight Hundred and Forty Pounds (£13,840)

3.4 If the Total Access Demand Contribution has not paid to the County Council on or before first occupation of the first Open market Dwelling to pay to the County Council in addition interest at the Interest Rate from the first

until the actual date of payment any such interest shall be treated as part of the Total Access Demand Contribution

3.5 It is acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Total Access Demand Contribution to compensate it for all work done by the County Council's employees, servants, agents or contractors (in all cases at fair and proper rates) in discharging its obligations under this Deed including, without imitation, the processing and obtaining of all requisite consents and the supervision and design of the implementation of a scheme and any necessary advertisements

4.0 PROVIDED THAT where the date of payment of or part of any of the above Contributions is after the date of this Agreement it shall be increased by an amount equal to the proportionate increase in the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors between the quarter preceding the date of this Agreement and the date of payment

SCHEDULE 2
AFFORDABLE HOUSING PROVISIONS

The Owners covenant they shall provide Affordable Housing Units in accordance with the following provisions:-

1. **The Affordable Housing Units** shall be constructed to at least the Design and Quality Standards

2. **Provisions relating to the transfer of the Affordable Housing Units**

2.1 The Owners shall not Substantially Complete more than ten of the Open Market Housing Units until it has Substantially Completed the Affordable Housing Units pursuant to this Deed and Transferred the Affordable Housing Units and the Affordable Housing Land unencumbered (except for the provisions contained within this Deed and as appearing of the Registered Title to the land as at the date of this Deed and save for those stipulations obligations covenants and regulations imposed in the Transfer which are normally so imposed for the purposes of good state management to a Registered Social Landlord)

2.2 The consideration paid by the Registered Social Landlord to the Owner for the Affordable Housing Units and Affordable Housing Land shall be for the consideration calculated on the basis of nil for the Affordable Housing Land and £1725 per square Metre multiplied by the combined gross internal floor area in square metres of the Affordable Housing Units, for constructing and fitting out for the purpose of that unit which includes its curtilage where the price should not exceed the costs of construction and that price shall be indexed linked to the BCIS Tender Price Index from the date of this deed.

2.3 The Transfer shall contain the grant to the Registered Social Landlord of all the rights of access and passage of services rights of support rights of entry and all other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units to be erected on the Land

2.4 The Transfer shall also contain a reservation of all the rights of access and passage of service rights of support and right of entry and all other rights reasonably necessary for the purposes of the Development

2.5 Any Contract for Sale (or Agreement for Lease as the case may be) of the Affordably Housing Land shall contain the standard Conditions of Sale (4th Edition) (including a Special Condition stating that the Affordable Housing Land is to be sold with vacant possession) with such amendments as may be agreed between the parties but shall not be inconsistent with the terms of this Deed

2.6 Title to the said land shall be deduced by the Owners in accordance with the Land Registration Act 2002

2.7 The Affordable Housing Units will at all times be managed by a Registered Social Landlord

3. **Provisions relating to the exchange of Contracts and transfer of the Affordable Housing Units**

3.1 The Affordable Housing Land shall be offered as follows:-

3.1.1 Prior to the Commencement of Development of more than 50% of the Open Market Housing Units the Owners will offer for Transfer the Affordable Housing and Land for a price to be calculated in pursuant with the terms of 2.2 of this Schedule to a Registered Social Landlord

3.1.2 The offer for Transfer referred to in paragraph 3.1.1 above shall remain open for acceptance by the Registered Social Landlord for a period of four months (the Offer Period)

3.1.3 If any offer for Transfer is accepted by the Registered Social Landlord the Owner shall use reasonable endeavours to facilitate the exchange of Contracts for the Transfer within three months of the date when Contracts are first issued to the Registered Social Landlord in respect of the Affordable Housing Land

3.1.4 If the Offer for Transfer is rejected or there has been no acceptance of the Offer by the Registered Social Landlord within the Offer Period then the Owner shall offer the Affordable Housing Land to the Council or its nominee on the same terms as set out above and the Offer Period shall be deemed to recommence

3.1.5 If the Offer for Transfer is rejected or there has been no acceptance of the Offer by the Council or its Nominees within the Offer Period then it shall be deemed that the Offer is in respect of the relevant Affordable Housing Land is rejected and the provisions of 3.1.6 below shall apply

3.1.6 In the event that the Owner shall be unable to secure acceptance of the Offer to Transfer by either the Registered Social Landlord or the Council or its Nominees as the case may be, the Owner shall be entitled to construct Open Market Housing Units for sale on the Affordable Housing Land free from the restrictions of this Schedule 2

Schedule 3

The Council and County Council's Obligations

1. FIRE AND RESCUE SERVICE CONTRIBUTION

1.1 The County Council covenants with the Owner that upon receipt of the Fire and Rescue Service Contribution as paid to the County Council under paragraph 2 of the First Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with interest accruing on it towards fire and rescue service infrastructure serving the area of the Proposed Development

1.2 The County Council covenants with the Owner to issue to them on or after ten years of the date of receipt of the Fire and Rescue Service

Contribution an account certified by the County Treasurer for the time being of the County Council detailing how the Fire and Rescue Service Contribution has been expended by the County Council

1.3 If or to the extent the Fire and Rescue Service Contribution shall not have been spent by the County Council at the end of the period referred to in paragraph 1.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Service Contribution any unexpended sum together with compound interest on such unexpended sum from the date of receipt of the said Contribution by the County Council to the date of repayment at the base rate of the HSBC Bank Plc applicable at the date of repayment calculated on a day to day basis

1.4 If at the end of the period referred to in paragraph 1.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Service Contribution or part for the purposes specified in paragraph 1.1 then the County Council shall not be require to refund any part of the Fire and Rescue Service Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Fire and Rescue Service Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Fire and Rescue Service Contribution in the manner set out in paragraph 1.3 of this Schedule

2. TOTAL ACCESS DEMAND CONTRIBUTION

2.1 The County Council covenants with the Owner that upon receipt of the Total Access Demand Contribution as paid to the County Council under paragraph 3 of the First Schedule it will hold it in a separately identified interest bearing section of the County Council's combined account and apply the same together with interest accruing on it towards a scheme in the area of the Proposed Development

2.2 The County Council covenants with the Owner to issue to them on or after ten years of the date of receipt of the Total Access Demand Contribution an account certified by the County Treasurer for the time being of the County Council detailing how the Total Access Demand Contribution has been expended by the County Council

2.3 If or to the extent the Total Access Demand Contribution shall not have been spent by the County Council at the end of the period referred to in paragraph 3.2 above the County Council shall on such date refund to the party that paid the Total Access Demand Contribution any unexpended sum together with compound interest on such unexpended sum from the date of the receipt of the said Contribution by the County Council to the date of repayment at the base rate of the HSBC Bank Plc applicable at the date of repayment calculated on a day to day basis

2.4 If at the end of the period referred to in paragraph 3.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Total Access Demand Contribution or part for the purposes specified in paragraph 3.1 then the County Council shall not be required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Total Access Demand Contribution in the manner set out in paragraph 3.2 of this Schedule, and refund any unexpended part of the

Total Access Demand Contribution in the manner set out in paragraph 3.3 of this Schedule

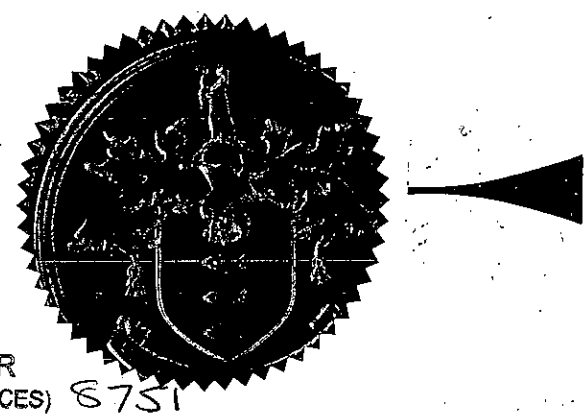
3. EQUIPPED PLAY SPACE EQUIPMENT

3.I The Council covenants with the Owner that upon receipt of the Equipped Play Space Equipment Contribution under the provisions of paragraph 1 of Schedule I it will hold the monies in a separately identifiable interest bearing Section of the Council's accounts

3.2 The Council Covenants that if within 10 years of receipt of the Contribution referred to in 2.1 above the Contribution has not been spent or committed by means of a binding contract (in either of which cases this clause shall not apply) refund any part of the Contribution not spent or committed to the Owner if the Owner asks for it in writing together with any interest accrued thereon in the Council's accounts at the base rate of the Bank of England.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals and caused their Common Seals to be hereto affixed the day and year first before written

THE COMMON SEAL of THE BOROUGH)
COUNCIL OF WORTHING was hereunto)
affixed in the presence of:)



W.A. Johnson

ASSISTANT DIRECTOR
(LEGAL & DEMOCRATIC SERVICES) 8751

EXECUTED AS A DEED BY:)
THE AVANTI PARTNERSHIP)
In the presence of a witness:)

Director Nigel Kincaid

Director/Secretary PAUL JEREMY JEMPSON

For and on behalf of
Mt Secretaries Limited

Witness Signature: S Barry

Witness Name: Sinead Barry

Witness Occupation: Senior Administrator

Witness Address: 47 William Proctor Court, Douglas, Isle of Man

THE COMMON SEAL of WEST SUSSEX)
COUNTY COUNCIL was hereunto)
affixed in the presence of:)



M Kennedy

County Secretary/Solicitor

THE COMMON SEAL OF HERITABLE)
BANK LIMITED was hereunto)
affixed in the presence of:)

Authorised signatory

Executed as a deed by
Heritable Bank Limited
Acting by a director and
an authorised signatory: