AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990
relating to
Land at East of
Caird Avenue and South of Carrick Way
New Milton
Hampshire
BH25 5QA
THIS DEED is made the 4th day of October 2010

BETWEEN:

(1) THE DISTRICT COUNCIL OF NEW FOREST of Appletree Court Lyndhurst Hampshire SO43 7PA ("the Council")

(2) SOLENT INDUSTRIAL ESTATES LIMITED (CRN 1027952) whose registered office is situate at Caird Avenue New Milton Hampshire BH25 5PX ("the Owner")

(3) H H & D E DREW LIMITED (CRN 581821) whose registered office is situate at Caird Avenue New Milton Hampshire BH25 5PX ("the Tenant")

WHEREAS:-

(1) Words and phrases appearing in these recitals have the meanings ascribed to them in clause 1 of this Agreement

(2) The Owner is the registered proprietor with title absolute of the Land with other land under title number HP584151 but subject to the Lease

(3) The Council is the District Planning Authority for the purposes of Part III of the Act for the area in which the Land is situate

(4) The Application has been submitted to the Council by the Owner for permission for the Development

(5) The Council wishes to ensure that in foregoing certain Requirements of the Development that should there be an increase in prices for the Open Market Dwellings above the Base Residential Sale Price then the Balance of the Contributions or part thereof will be paid to the Council as set out in the Fifth Schedule and allocated by the Council to meet the Requirements of the Development as considered appropriate by the Council.

(6) The Council considers and the Owner accepts by the terms of this Deed that the Permission should be refused unless the Owner enters into the obligations contained within this Deed.

(7) The Tenant has a lease of part of the Land which is held under the Lease

NOW THIS DEED WITNESSETH as follows:

Definitions and Interpretation

1.1 In this Agreement the following words and phrases shall unless the context otherwise admits or requires have the following meanings:
"the Act" the Town and Country Planning Act 1990 as amended

"Actual Residential Sale Price" the gross sale price of the Open Market Dwellings (as recorded at the Land Registry in the registered transfers of the Open Market Dwellings) divided by the floor space in square feet of such Open Market Dwellings

"Affordable Housing" Affordable housing available for Social rent by a RSL being not less than 70% of the Affordable Housing Dwellings and the balance of 30% of Affordable Housing Dwellings being available for disposal on an Intermediate basis as defined in Annex B of PPS3: Housing (2006) to an Eligible Person

"Affordable Housing Dwellings" nineteen Dwellings approved under clauses 9.2 and 9.3 and which Dwellings are to be provided for Affordable Housing and to be constructed on the Affordable Housing Land

"Affordable Housing Land" the land to which the provisions of the Second Schedule shall apply and which is intended for the Affordable Housing Dwellings their curtilages and parking provision and which land will be identified and approved under clause 9.2

"Affordable Housing Land Requirement" a requirement for the provision of Affordable Housing Land in accordance with the New Forest District Council Local Development Framework – Core Strategy (October 2009) representing thirty five per cent of the total Dwellings approved under the Application

"Affordable Housing Consideration" such consideration as may be agreed between the Owner and the RSL

"the Application" the application for outline planning permission for the Development submitted by the Owner dated 18 December 2009 under reference number 95023
"Approval" approval in writing by the Council's Head of Planning and Transportation (or other authorised officer) which approval shall not be unreasonably withheld or delayed and the word 'Approved' shall be construed accordingly.

"Balance of the Contributions" Three hundred and thirty thousand two hundred and fifty three pounds (£330,253.00) being the Open Space Contributions the Transport Contributions and the remainder of the Caird Avenue Open Space Maintenance Contributions (namely £60,000.00 on the basis that the sum of £50,000.00 has been paid under clause 6.6).

"Base Residential Sale Price" A sum of Two Hundred and Seventy Pounds (£270.00) per square feet (arrived at by dividing a sum of eight million four hundred and fifty one thousand pounds (£8,451,000.00) being the gross development value of the approved residential floor space of the Open Market Dwellings by the amount of approved residential floor space per square feet).

"the Caird Avenue Open Space" Such part of the Land to be transferred by the Owner to the Council as the Council may reasonably direct for use as open space and to which the provisions of the Second Schedule shall apply.
| "Caird Avenue Open Space Works" | a scheme of works to bring the Caird Avenue Open Space to a standard that has Approval including:
1. the proposed finished levels and contours of the land
2. clearance of any waste materials from the land
3. Means of enclosure
4. hard surfacing materials
5. structures, such as play equipment and bridges
6. Planting proposals, including written specification for the cultivation and other operations associated with plant and grass establishment
7. Schedule of plants, including species, planting sizes, numbers and densities.
8. Proposals for the disposal of surface water
9. a programme for the implementation of that scheme of works completion of which programme shall be on or before the Occupation of the penultimate Open Market Dwelling on the Land to be occupied or 3 years from Commencement of Development whichever shall first occur
10. provision for maintenance during the Maintenance Period
11. A Landscape Management Plan, including long term landscape design objectives, maintenance and management responsibilities and maintenance schedules for all areas other than privately owned domestic gardens

"Caird Avenue Open Space Maintenance Contribution" | One Hundred and Ten Thousand Pounds (£110,000.00)
**"Clean Condition"** free from any contamination which would (in the opinion of the Council's Head of Planning and Transportation, acting reasonably) prejudice the use of the Land for either public open space or Affordable Housing purposes

**"Commencement of Development"** the carrying out of a material operation as defined in Section 56(4) of the Act in respect of the Development other than operations consisting of site clearance, demolition works, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial works in respect of any contamination or other adverse conditions

**"Contributions"** Three hundred and eighty thousand two hundred and fifty three pence (£380,253.00)

**"the Development"** the re-development of the Land with 54 dwellings (Including Affordable Housing Dwellings) 10,191 square metres of B1 (Business) and 6430 square metres of B2 (General Industrial) floor space, with associated means of access, all matters reserved, except means of access in accordance with the Application

**"Disposal"** At any time after the granting of the Permission the transfer by way of freehold or the grant of a Lease for a term in excess of 25 years of an Open Market Dwelling and in each case with the benefit of the Permission

**"Dwelling"** a house, flat, apartment or maisonette (and its curtilage) forming part of the Development and **"Dwellings"** means more than one of the same
"Eligible Person" any person who is:
(a) on the Homerease Register of the Council
(b) certified by the Council as being homeless
(c) a person whom the Council are under a statutory obligation to re-house or
(d) otherwise certified by the Council as being appropriate to reside in an Affordable Housing Dwelling or
(e) nominated by the Homebuy Agent as being appropriate to reside in an Affordable Housing Dwelling
(including any cohabitee or other dependant of any such person)

"Employment Element of the Land" That part of the Land shown edged blue on Plan 4
"Escrow Account" An account held by the Council
"Home Buy Agents" the organisation(s) designated by the Homes and Communities Agency as being responsible in relation to the area in which the Land is situated for the marketing of shared ownership dwellings, the assessment of the eligibility of those applying to purchase them

"Index" the "All Items" Index figure of the Index of Retail Prices published by the Office for National Statistics or any successor ministry or department of government
any sum expressed in this Agreement to be Index Linked shall be increased by an amount (if any) by which the Index for the month preceding the date on which any sum is required by this Agreement to be paid exceeds the Index for the month preceding the issue of the Permission.

"Interest in Default" interest at the rate of 4% over Lloyds TSB Bank plc base lending rate from time to time in force.

"the Lease" Lease dated 11th May 2005 and made between the Owner (1) and the Tenant (2) in respect of part of the Land.

"the Land" the land described in the First Schedule.

"the Maintenance Period" the period starting on the date when the Caird Avenue Open Space Works are complete and ending on the date when the Open Space Land is transferred in accordance with clause 10.7 and in any event for a minimum period of one year from the date when the Caird Avenue Open Space Works are complete.

"Occupation" the completion of a tenancy agreement lease licence or transfer or any physical occupation in respect of any one or more of the Dwellings but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.

"the Open Space Contribution" an Index Linked financial contribution towards the acquisition laying out and landscaping of formal public open space land in the local area in the sum of Seventy Thousand Pounds (£70,000.00).
"Open Space Requirement" a requirement for public open space in accordance with the provisions of the New Forest District Plan Council Local Development Framework—Core Strategy (October 2009) being the Caird Avenue Open Space and the footpath as set out in the Fourth Schedule and the Open Space Contribution

"Open Market Dwellings" a Dwelling on the Land not being an Affordable Housing Dwelling

"Parties" the parties to this Agreement and where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons

"Payments" Thirty per cent (30%) of any uplift from the Base Residential Sale Price to the Actual Residential Sale Price of the Open Market Dwellings which are the subject of a Disposal multiplied by the square feet size of such Open Market Dwellings ("the Overall Increase") but so as not to exceed the Balance of the Contributions

"the Permission" a valid outline planning permission for the Development

"the Performance Bond" A performance bond to be issued by a member of the Cheque and Credit Clearing Company (other than the Alliance & Leicester, the Co-operative Bank or Santander) or other similar institution approved by the Council in a form approved by the Council

"Plan 1" plan 1 annexed to this Agreement

"Plan 2" plan 2 annexed to this Agreement

"Plan 3" plan 3 annexed to this Agreement

"Plan 4" plan 4 annexed to this Agreement

"the Plant" the mineral processing plant within the Plant Area as listed in the Eighth Schedule

"the Plant Area" Shown coloured pink on Plan 3
"Projections" eaves gutters spouts downpipes chimney cappings foundations supporting pillars architraves pediments ornaments and stanchions chutes cellar lights and gratings and any similar structures

"Reserved Matters Application(s)" All application(s) submitted for approval of reserved matters in accordance with the Permission

"Registered Social Landlord" or "RSL" any of the Bodies listed in the Third Schedule or any other Body which is from time to time included in the Council’s list of Registered Social Landlords with which the Council has a partnership agreement and any other Body registered by the Homes and Communities Agency under the provisions of Chapter 1 Part 1 of the Housing Act 1996

"Requirements of the Development" Affordable Housing transport provision highway improvements travel plan open space provision and removal of the Plant

"Residential Element of the Land" that part of the Land edged orange on Plan 4

"the Northern Junction Improvement Works" the road improvement works as set out in the Sixth Schedule

"the Southern Junction Improvement Works" the road improvement works as set out in the Seventh Schedule

"Service Installations" include sewers drains culverts channels outlets mains wire cables ducts flues soakaways and other conducting media for the supply of Services substations regulator valves and all other infrastructure whatsoever for Services all of which shall be laid by the Owner in on over or under the Land

"Services" include electricity telephone gas water foul drainage surface water drainage cable television and other services running through the Service Installations
"Transfer Land" land to which the Second Schedule is expressed to apply and any part of it

"Transport Contributions" Two Hundred thousand and two hundred and fifty three pounds (£200,253.00)

"the Travel Plan" a travel plan or travel plans to be Approved by the Council

"the Works" the laying out of the boundary landscaped areas shown edged green on Plan 2 and the construction of that section of the southern estate road shown coloured brown on Plan 2 and in each case to the prior Approval of the Council

1.2 The references to the Parties or any other legal or natural person named in this Agreement shall include the successors in title heirs and assigns of the Parties and in the case of any Local Authority shall include any successor in function

1.3 Unless otherwise stated references to clause numbers are references to clauses in this Agreement

1.4 Unless otherwise stated references to schedule recital and paragraph numbers are references to the schedule recital and paragraph numbers in this Agreement

1.5 The singular includes the plural and vice versa

1.6 The masculine gender includes the feminine and neuter genders and vice versa

1.7 References to persons includes natural persons and partnerships firms and other such unincorporated bodies corporate bodies and all other legal persons of whatever kind and however constituted

1.8 References to Acts of Parliament statutory instruments or Government circulars or sections or paragraphs of any such acts statutory instruments or Government circulars include any re-enactments amendments or replacements of them

1.9 Save as expressly provided by this Agreement covenants and obligations given by any of the Parties shall attach to the Land and every part of it and shall bind their successors in title and assignees or any persons claiming by under or through them

1.10 The term "transfer" means a freehold Transfer

2. Planning Obligations

This Agreement is made pursuant to Section 106 of the Act and the planning obligations entered into by way of the covenants in this Agreement are obligations
under Section 106 of the Act to be discharged by the Owner and are enforceable by the Council against the Owner and any person deriving title from it.

3. **No Restriction**
   Nothing in this Agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Act or under any other Act PROVIDED ALWAYS that this Agreement shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been issued by the Council or any other appropriate person or Authority pursuant to the provisions of that Act PROVIDED FURTHER that this Agreement shall cease to have effect (insofar as it has not already been complied with) if the permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development and nothing in this Agreement shall prohibit or limit the right to develop the Land or any part thereof in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Agreement.

4. **Liability**

   4.1 No person or company shall be liable for any breach of this Agreement after he or it shall have parted with all interest in the Land SAVE for any subsisting breach of covenant prior to parting with such interest.

   4.2 This Agreement shall not be enforceable against owner-occupiers or tenants of Dwellings or a commercial unit constructed on the Employment Element of the Land pursuant to the Permission, nor against those deriving title from them.

5. ** Operative Date**

   This Agreement shall take effect from the granting of the Permission.

6. **Covenants by the Owner to the Council**

   Subject to Commencement of Development the Owner covenants with the Council:

   6.1 to observe and perform the obligations contained in the Fourth Schedule and the Fifth Schedule.

   6.2 to submit a Travel Plan to the Council for Approval with each Reserved Matters Application for siting on the Employment Element of the Land and not to commence Development under that Reserved matters Application.
unless and until a Travel Plan for that element of the Development has been approved by the Council

6.3 not to occupy nor allow to be occupied the Employment Element of the Land unless the Southern Junction Improvement Works have been carried out to the Approval of the Council.

6.4 not to occupy nor allow to be occupied more than 5540 square metres of the Employment Element of the Land unless the Northern Junction Improvement Works have been carried out to the Approval of the Council.

6.5 not to occupy nor allow to be occupied more than nine Open Market Dwellings until completion of the Works to the Approval of the Council.

6.6 that prior to the Occupation of twenty five per cent of the Open Market Dwellings to pay to the Council fifty thousand pounds (£50,000.00) being part of the Caird Avenue Open Space Maintenance Contribution.

6.7 not to occupy nor allow to be occupied any Open Market Dwellings until the Plant has been removed from the Plant Area and not to relocate the Plant on the Land or on the area shown edged blue on Plan 3.

6.8 not to occupy nor allow to be occupied any part of the Employment Element of the Land which is the subject of a Reserved Matters Application until the relevant Travel Plan in respect of the Land which is the subject of the Reserved Matters Application has been implemented.

7. Monitoring

Subject to Commencement of Development the Owner hereby AGREES and DECLARES that permission is hereby granted to authorised officers of the Council upon reasonable notice and request and at reasonable times (except in an emergency) and subject to any instructions which any contractor may give to ensure safety for officers of the Council (or their nominated representatives) at their own or at the Council’s risk to gain access to the Land in order to monitor compliance with this Agreement.

8. Refund of the Contributions

The Council hereby covenants with the party paying the Contributions to return to that party any part of the Contributions at the expiry of eight years from the date of each of the actual payments have not been used by the Council for the purposes expressed in this Agreement together with interest thereon at Lloyds TSB Bank Plc base rate from time to time for the period from the date of payment to the date of refund PROVIDED THAT
such sum shall be returned to that party and not to any person deriving title from them

9. Affordable Housing

9.1 The Owner covenants with the Council to observe and perform the following provisions:

9.2 The Owner shall submit to the Council with any Reserved Matters Application details of:

9.2.1 the Affordable Dwellings to be constructed pursuant to the Reserved Matters Application

9.2.2 the Land that will be the Affordable Housing Land

9.3 The Owner shall not Commence the Development until the Owner has obtained Approval of the details referred to in clause 9.2

9.4 The Owner shall not go into Occupation of or allow suffer or permit Occupation of more than 25% of the Open Market Dwellings unless and until the Owner shall have entered into an unconditional contract with an RSL for the transfer to such RSL of the Affordable Housing Land at the Affordable Housing Consideration and upon the terms set out or referred to in this Agreement

9.5 The terms of the contract referred to in clause 9.4 shall be directly enforceable by the Council against the Owner pursuant to the Contracts (Rights of Third Parties) Act 1999 and shall provide for the following:

9.5.1 that the Owner shall transfer the Affordable Housing Land in accordance with the provisions of clauses 9.4 and of the Second Schedule

9.5.2 that it be transferred together with all Services and Service Installations and an access provided up to at least the boundary of the Affordable Housing Land ("the Access")

9.5.3 that it be transferred together with the following rights:

9.5.3.1 a right to pass and repass on foot and/or with or without vehicles as appropriate for the purpose of access to and egress from the Affordable Housing Land over the Access

9.5.3.2 a right of taking passage and running (as appropriate) of Services

9.5.3.3 a right to maintain enjoy and use any Services and any Projections over on or under the remainder of the Land so far as may be necessary for any purpose connected with the Affordable Housing Land

9.5.3.4 a right to enter upon the remainder of the Land including any Access so far as may be necessary for any purpose connected
with the Affordable Housing Land the Service Installations and the Projections

9.5.3.5 such necessary rights of support shelter and protection from the Land

9.5.4 that the Owner shall transfer the Affordable Housing Land in a Clean Condition

9.5.5 that the Affordable Housing Dwellings shall be constructed to at least Level 3 standard of the Code for Sustainable Homes and Housing Corporation Design & Quality Standards 2007 AND FURTHER shall meet the Building for Life standard unless otherwise agreed with the Local Authority

9.6 The Owner shall ensure that the Council's Head of Planning and Transportation (or other authorised Officer) is provided with as built plans of the Affordable Housing Dwellings prior to completion of any transfer of the Transfer Land

9.7 None of the covenants in this clause 9 and clause 1.2.5 of the Second Schedule shall apply to or be binding upon:-

9.7.1 a Mortgagee Chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 ("the Chargee") of all or any part of the Affordable Housing Land whose power of sale has arisen and become exercisable at any time following the transfer of such land to the Registered Social Landlord or any successor in title to such Chargee PROVIDED THAT the Mortgagee shall use all reasonable endeavours to transfer the housing concerned to another RSL

9.7.2 a tenant of an Affordable Housing Dwelling let by an RSL held under a shared ownership or shared equity lease who has exercised his right to staircase to 100%

9.7.3 a tenant of an RSL who has exercised a statutory right under the right to acquire provisions of the Housing Act 1996 in respect of an Affordable Housing Dwelling (or any legislation amending or replacing the same)

9.8 The Affordable Housing Dwellings shall not be occupied or permitted to be occupied except by Eligible Persons nominated by the Council

10. Open Space Land

The Owner covenants with the Council:

10.1 To comply with the provisions of the Second Schedule (namely transferring the freehold of the Caird Avenue Open Space to the Council or as the Council may direct)

10.2 Prior to Commencement of Development to submit details of the Caird Avenue Open Space Works including details of the extent of the Caird Avenue Open
Space and a programme for the implementation of the Caird Avenue Open Space to the Council for Approval and obtain the such Approval

10.3 To carry out the Approved Caird Avenue Open Space Works and complete them in accordance with the programme for their implementation

10.4 To maintain the Caird Avenue Open Space for the Maintenance Period

10.5 To transfer the freehold title of the Caird Avenue Open Space to the Council or as the Council may direct at a consideration of a peppercorn (if demanded) in accordance with the provisions of the Second Schedule

10.6 To complete any transfer in accordance with clause 10.5 within 3 months of the giving of a direction in writing by the Council so to do but no sooner than Occupation of fifty per cent of the Open Market Dwellings unless the Owner agrees otherwise

10.7 Not to use or cause or permit to be used the Caird Avenue Open Space at any time for any purpose whatsoever other than for the purpose of public open space and any buildings associated with such use and to make the Caird Avenue Open Space available for use as public open space as soon as reasonably practicable and in any event within 3 months of the giving of a direction in writing by the Council so to do but no sooner than Occupation of fifty per cent of the Open Market dwellings unless the Owner agrees otherwise

10.8 To transfer the Caird Avenue Open Space in a Clean Condition

11. Discharge of Performance Bond or the Escrow Account
Subject to the Owner complying with the provisions of the Fifth Schedule the Council will at the expense of the Owner release of the Performance Bond or the Escrow Account or part/thereof when reasonably called on to do so by the Owner following the Payment Dates upon the provisions of the Fifth Schedule being satisfied

12 Warranty as to Title

12.1 The Owner hereby warrants to the Council that the title details referred to in recital 2 is complete and accurate in every respect. In particular the Owner warrants that it knows of no other persons with an interest in the land that they have not disclosed to the Council.

12.2 The Owner shall make good any loss to the Council as a result of a breach of this warranty within twenty eight days of a request to do so

13. Consent of the Tenant and Third Parties
13.1 The Tenant hereby agrees that this Agreement shall take effect as if it was executed by the Owner and registered as a local land charge immediately prior to the Lease.

13.2 Subject to the provisions of clause 9.5 the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from the terms of this Agreement.

14. **Nature of This Agreement**

14.1 This Agreement is a Local Land Charge and the Council shall register it in its Register of Local Land Charges in accordance with the provisions of the Local Land Charges Act 1975 and Section 106(11) of the Act and the parties to this Agreement confirm their consent to the Agreement being registered at HM Land Registry as a charge against Title Number HP584151 and the Owner covenants to take all necessary actions to achieve such registration.

14.2 Following the performance and satisfaction of all the obligations contained in this Agreement, the Council shall forthwith effect the cancellation of all entries made in such register in respect of this Agreement and registration at HM Land Registry.

15. **Legal Costs**

The Owner covenants and undertakes on the completion of this Agreement to pay the reasonable legal costs of the Council in the preparation and completion of this Agreement.

16. **Notification of Commencement/Occupation**

The Owner covenants with the Council that it will:

16.1 notify the Council in writing of the date of Commencement of Development within five working days of it occurring; and

16.2 notify the Council in writing of the date of Occupation for the first time of any part of the Development within five working days of it occurring together with the name and contact address of the party occupying.

17. **Notices**

17.1 Any notices required to be served by one party on another under this Agreement shall be served by First Class prepaid post or by facsimile transmission in the case of notices on the Council at the address shown above marked “for the attention of the Legal Services” and bearing the reference 09/95023.

**IN WITNESS** whereof the parties hereto have executed this Agreement as a Deed the day and year first before written.
FIRST SCHEDULE

The Land

All that piece or parcel of land on the east side of Caird Avenue and south of Carrick Way New Milton in Hampshire shown edged red on Plan 1 being part of the land registered at the Land Registry under title number HP584151

SECOND SCHEDULE

1.1 Title to the Transfer Land shall be deduced in accordance with the provisions of Section 44 of the Law of Property Act 1925 as amended or Section 67 of the Land Registration Act 2002 whichever is applicable and the Transfer Land will be transferred with full title guarantee

1.2 the Transfer Land shall be transferred SUBJECT TO:-

1.2.1 as to unregistered land all matters of title except charges to secure money

1.2.2 as to registered land all matters of title referred to in the Title Number under which the Transfer Land is registered at the Land Registry except charges to secure money

1.2.3 all Local Land Charges whether registered or not

1.2.4 all necessary rights to enter the Transfer Land to carry out any development on the remainder of the Land or any part of it (subject to making good any damage caused) and a right of way on foot over the footways as drawn and with vehicles over and along the roadways now or to be constructed on the Transfer Land

1.2.5 a restrictive covenant that it shall not be used other than for the purpose of Affordable Housing save as qualified in clause 9.7 or public open space (as the case may be)

1.3 the Standard Conditions of Sale (Fourth Edition) shall apply insofar as they are not inconsistent with the terms of this Agreement

1.4 The Owner shall pay the Councils and the RSL's reasonable legal costs in connection with the transfer of the Transfer Land and the Councils reasonable costs incurred in inspecting it (in the case of Caird Avenue Open Space) prior to transfer to ensure all obligations in respect of it have been carried out to the reasonable satisfaction of the Councils Head of Development Control prior to such transfer

1.5 The Transfer Land shall be transferred together with all such rights or easements whatsoever as are required to enable the use of the Transfer Land for the purpose for which it is being transferred

THIRD SCHEDULE
Registered Social Landlords
(List of the Council’s Partner Housing Associations)

East Dorset Housing Association
First Wessex
Kingfisher HVHS Housing Group
Hyde Housing Association Limited
Raglan Housing Association Limited
Swaythling Housing Society Limited
Western Challenge Housing Association

FOURTH SCHEDULE

The Owner

The Owner covenants with the Council to:

1. provide a footpath shown coloured red on Plan 2
2. to enter a Public Path Creation Agreement under Section 25 Highways Act 1980 to dedicate the footpath as a path for use by the public on or before the Occupation of nine Open Market Dwellings
3. not to occupy nor allow occupation of the ninth Open Market Dwelling unless Paragraphs 1 and 2 of this Schedule have been complied with

FIFTH SCHEDULE

Payment of the Balance of the Contributions

The Owner shall pay to the Council the Payments in accordance with the following provisions:

1. The Payments will be notified by the Owner to the Council on Disposal of twenty five per cent fifty per cent seventy five per cent of the Open Market Dwellings and on Disposal of the last of the Open Market Dwellings (“the Payment Dates”)

2. The Payments for all Disposals which have occurred until the relevant Payment Date will be made no later than one month after each of the Payment Dates but in the event any part of the Payment due on Disposal of the last of the Open Market Dwellings has not been paid to the Council
after one year of receipt by the Owner then such part shall be paid to the Council on demand by it

3  If there is no Escrow Account or there are insufficient monies in the Escrow Account and the Owner has not made the Payments within the said period of one month from the Payment Dates the Owner shall pay interest in Default on the Payments which are not paid to the Council from the said period of one month from the Payment Date until the Payments are made to the Council and 4% above the Rate in the event the Payments are not made on the due dates from the due date until payment

4  The Owner will furnish to the Council for its retention as soon as reasonably practicable after the Payments Date an up-to-date calculation and statement and (if required) certified true copies of all contracts, completion statements, documents and any other information as may be reasonably required to calculate the Overall Increase from time to time.

5  In the event of any dispute arising out of any matter in this Schedule such dispute shall be decided by an accountant acting as an expert such accountant to be agreed between the parties and failing agreement to be approved by the President for the time being of the Royal Institute of Chartered Accountants.

6  The Owner shall no later than the Occupation of twenty five percent (25%) of the Open Market Dwellings procure for the Council a Performance Bond or set up the Escrow Account in the amount of the Balance of the Contributions to fulfil the Owner's obligations to pay monies owing from time to time by the Owner to the Council in respect of the payments due to the Council under this Schedule

7  On satisfaction of the Payments or on payment of the Overall Increase due or in the event that there are no further monies due in respect of the Overall Increase on the Disposal of the last of the Open Market Dwellings the Council agrees that it will procure the release of the Performance Bond or the balance of the monies in the Escrow Account

SIXTH SCHEDULE

NORTHERN JUNCTION IMPROVEMENT WORKS
The works shown in principle on drawing number 14437-GE-625 Rev C annexed to this Agreement (unless otherwise agreed with the Council) and described as:

Works to include modifications to the existing junction of Caird Avenue/Ashley Road incorporating junction widening to provide two approach lanes from Caird Avenue and relocation of informal pedestrian crossing point.

SEVENTH SCHEDULE
SOUTHERN JUNCTION IMPROVEMENT WORKS

The works shown in principle on drawing number 14437-GE-626 Rev B annexed to this Agreement (unless otherwise agreed with the Council) and described as:

Works to include modifications to the existing roundabout of Caird Avenue/Lymington Road incorporating the provision of an additional approach lane on Lymington Road east and the realignment of the Caird Avenue approach.

EIGHTH SCHEDULE

1. Ground level feed hopper
2. Inclined conveyor belt No 1, feeding scrubber barrel from feed hopper.
3. Scrubber Barrel
4. Discharge conveyor belt No. 2 from Scrubber Barrel feeding final screen above bin structure
5. Reject product conveyor No 3.
6. Final screen above bin structure
7. Bin structure
8. Redundant inclined conveyor belt no 4 to former crusher (crusher prior removed)
9. 6m Halth thickener
10. Twin sand plant
11. Two mobile sand stockpiling conveyors
12. The concrete batching plant i.e. silo, hopper, conveyor, loading shed and ancillary buildings in close proximity
THE COMMON SEAL of the DISTRICT COUNCIL OF THE NEW FOREST was Affixed to this DEED in the presence of.

An Authorised Signatory

EXECUTED as a DEED by
SOLENT INDUSTRIAL ESTATES LIMITED

Director
Director/S

EXECUTED as a DEED by
H H & D E DREW LIMITED
acting by

Director
Director/Secretary