NOMINATION DEED SO(C)

Dated 18th December 1997

TOWER HOUSING ASSOCIATION

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

10 SHARED OWNERSHIP UNITS

at

Newbridge Road Billingshurst
West Sussex (Plot A)

I R Davison
Chief Solicitor
Horsham District Council
Park House
North Street
Horsham
West Sussex RH12 1RL
Ref. IRD/CON(S)1068

THIS DEED OF NOMINATION RIGHTS is made the 1st day of December 1997 BETWEEN (1) TOWER HOUSING ASSOCIATION LIMITED whose registered office is at Osborn House Osborn Terrace London SE3 9DR ('Tower') and (2) HORSHAM DISTRICT COUNCIL of Park House North Street Horsham West Sussex RH12 1RL ('the Council')

1. **DEFINITIONS**

IN this Deed:

1.1 'Initial Let' means the first SO Lease of such newly constructed and previously unoccupied SO Units

1.2 'Nominee' means a person named in the Nomination List

1.3 'Nomination List' means a list of persons to be supplied by the Council wishing to take SO Leases of accommodation of a nature similar to that afforded by an SO Unit which is either vacant (or which Unit the current Lessee under an SO Lease wishes to assign)

1.4 'the Nomination Period' means a period of 60 years from the date hereof

1.5 'Plot A' means land forming part of the Site shown edged blue on the Plan attached

1.6 'Relevant Nominee' means a Nominee specified by the Council as being suitable for the category of SO Unit in respect of which Tower is in accordance with this Agreement to select a person from the Nomination List to offer an SO Lease

1.7 'Site' means the land off Newbridge Road Billingshurst West Sussex shown edged blue on the plan annexed hereto

1.8 'SO Lease' means a Lease substantially in the forms annexed hereto or agreed between the parties and with such other terms as Tower shall require:

1.8.1 to obtain a consent of the Housing Corporation to the grant of such Lease

1.8.2 to comply with the requirements of a building society or financial institution to constitute the SO Lease an acceptable security for the lending purposes of such building society or financial institution

1.8.3 to grant rights reserved easements rent or impose covenants restrictions and obligations as are necessary for the financial viability of the development constructed on the Property including the cost of providing the dwelling and as may be necessary for good estate management

1.9 'SO Units' means the 10 dwellings to be constructed on Plot A of the Site to be disposed of by way of SO Leases

2. **PROCEDURE**

2.1 Tower shall notify the Council not earlier than 5 months and not later than three months from the date Tower anticipates that an SO Unit will be completed and available for occupation

2.2 The Council shall send to Tower an initial Nomination List within 10 working days of such notification and such further Nomination Lists as it chooses and Tower shall offer to grant an SO Lease at a premium to Nominees provided always that in respect of any SO Unit if no Nominee on any Nomination List have exchanged contracts (if necessary such exchange being conditional upon the receipt of a satisfactory mortgage offer by the date of Practical Completion (as certified by Tower's Surveyor) of the relevant SO Unit Tower shall select a further nominee from the initial or any Nomination List upon the condition that such nominee (hereafter called 'the second Nominee' agrees to (and subsequently does) exchange contracts within a period of 4 weeks from the date of Tower's offer to grant an SO Lease to the second nominee

2.3 If the second Nominee fails to exchange contracts within 4 weeks prescribed in Clause 2.2 then Tower shall be free to grant an SO Lease to any other person whether or not upon a Nomination List

2.4 On any Lessee of an SO Lease of an SO Unit notifying Tower within the terms of the SO Lease that he or she wishes to assign such SO Unit Tower shall within 10 working days of such notification provide a Nomination List to the Association which shall then use all reasonable efforts to procure the assignment to a Nominee but if in respect of any SO Unit the Nominee shall not have exchanged Contracts within a period of four weeks from the date on which Tower notified the Council of the Lessees which to assign the SO Lease the Association shall select a further nominee from the Nomination List upon the condition that such Nominee ('second assignee Nominee') enters into a binding contract within six weeks from the date on which Tower originally notified the Council of the Lessees wish to assign the SO Lease

2.5 If the second assignee Nominee fails to enter into a binding contract within the period prescribed in Clause 2.4 then Tower shall be free to allow the Lessee to assign such SO Lease to any person whether or not upon the Nomination List

2.6 Tower shall if requested by the Council but not more than once in any period of two months provide the Council with details of the Lessees of the SO Units such details to be a format to be agreed between Tower and Horsham

2.7 It is agreed that Tower shall not be obliged to offer an SO Lease to a Nominee unless reasonably satisfied that

2.7.1 the Nominee falls within the category of persons it is appropriate for Tower to grant such a Lease in accordance with its Rules and

2.7.2 that any references required to be supplied by or on behalf of a Nominee are satisfactory

2.8 Tower shall supply to the Council full details of its Rules and the categories of persons referred to in Clause 2.7.1 at least three months prior to the Council being required to provide the Nomination List and shall notify Horsham of any changes in such Rules and categories of persons from time to time

2.9 The Council shall immediately notify Tower in writing if any Nominee is withdrawn from the Nomination List

2.10 The Council and Tower agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

2.11 Notwithstanding any other term of this Agreement the Agreement shall not be binding upon:

2.11.1 any person to whom Tower grants an SO Lease of an SO Unit or any successor in title to any such person; or

2.11.2 any mortgagee of any person to whom Tower grants an SO Lease of an SO Unit or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee; or

2.11.3 any person whom by virtue of the terms of an SO Lease of any SO Unit is granted or has transferred to such a person either a reversion any interest or a new lease in such SO Unit pursuant to the terms of an SO Lease of such SO Unit

2.12 Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post to the address of the parties indicated above or such other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting

2.13 Tower will ensure that any registered social landlord to which the Property and SO Units erected thereon are transferred otherwise than by direction of the Housing Corporation under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council

2.14 Where any matter fails to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing

2.15 Tower's obligations under this Agreement shall cease when all ten SO Units have been leases or assigned to relevant Nominees or until the expiration of the Nomination period whichever shall be the sooner

Sealed with the corporate seal of TOWER
HOUSING ASSOCIATION LTD in the
presence of:-

Authorised Signatory [redacted]

Authorised Signatory [redacted]

Sealed with the Common Seal of
HORSHAM DISTRICT COUNCIL
in the presence of:- [redacted]

Director Law and Economic Development