HORSHAM DISTRICT COUNCIL

and

JOHN CORNELIUS SULLIVAN and CHANTRY HOLDINGS LIMITED

and

RYDON HOMES LIMITED

DEED OF AGREEMENT

pursuant to Section 106 – Town and Country Planning Act 1990 (as amended)
relating to the development of
Land North of The Rise, Partridge Green, West Sussex

Lauren Kelly
Head of Legal & Democratic Services
Horsham District Council
Parkside
Chart Way
Horsham
West Sussex RH12 1RL

Planning Application Ref. No. DC/22/0301

Legal Ref: CB/003168

THIS DEED OF AGREEMENT is dated the 18th of January 2024

BETWEEN

1) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham, West Sussex RH12 1RL (the **"Council"**);

2) **JOHN CORNELIUS SULLIVAN** of 23 Upper Brighton Road Worthing West Sussex BN14 9HY and **CHANTRY HOLDINGS LIMITED** (incorporated in the Marshall Islands) c/o Paris Smith LLP (ref:pjg) 1 London Road, Southampton SO1 2AE (**"the Owners"**); and

3) **RYDON HOMES LIMITED** (Co. Regn No. 04773137) of Luxford Place, Lower Road, Forest Row, East Sussex RH18 5HE **("the Promotor")**

Together referred to as the Parties.

RECITALS

A. The Owners are the registered proprietors with freehold title absolute of the Land registered at HM Land Registry under title number WSX113113.

B. The Promotor entered into a promotion agreement with the Owners in relation to the Land dated 11 November 2022 which is registered as a Restriction on title number WSX113113 and referred to at paragraphs 2 to 6 of the Proprietorship Register and at paragraphs 2 and 3 of the Charges Register of that title.

C. The Council acting under delegated authority refused to grant planning permission for the Development in a Decision Notice dated 28 February 2023 and the Promotor submitted the Appeal.

D. The Parties agree that the obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, directly relate to the development and fairly and reasonably relate in scale and kind to the Development, in accordance with Regulation 122 of the Community Infrastructure Regulations 2010.

THIS DEED WITNESSES AS FOLLOWS

1. DEFINITIONS

1.1 Unless the context requires otherwise, where in this Agreement the following defined terms and expressions are used, they shall have the following respective meanings:

"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"Additional First	in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 1.7

Homes Contribution"	and 1.8 of Schedule 1 Part 2, the lower of the following two amounts: 40% of the proceeds of sale; or the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.
"Affordable Dwellings"	means 40% of the Dwellings (rounded to the nearest whole Dwelling equating to 22 Affordable Dwellings based on a total of 55 Dwellings) together with associated vehicle and cycle parking to be provided by the Owner on the Land of which: a) 70% shall be Affordable Rented Units/ Social Rented Units (equating to 15 Affordable Rented Units/ Social Rented Units): **AND** 25% shall be First Homes (equating to 6 First Home Unit based on a total of 55 Dwellings) comprising a mix of 1 bedroom and/or 2-bedroom Dwellings **AND** b) 5% shall be Shared Ownership Units (equating to 1 Shared Ownership Unit based on a total of 55 Dwellings) or such other percentages of housing mix as may be proposed by the Owner and approved by the Council in writing or such other percentages of housing mix as may be proposed by the Owner and approved by the Council in writing **AND WHICH** the Shared Ownership and Affordable Rented Units/ Social Rented Units are to be transferred to a Registered Provider for housing persons in Housing Need in accordance with Schedule 1 of this Agreement
"Affordable Housing"	with the exception of the Shared Ownership Unit(s) the Affordable Dwellings to be provided within the Development which are available to persons in Housing Need and which are to be made permanently available to persons nominated pursuant to this

	Agreement.
"Affordable Housing Scheme"	a scheme for the provision of the Affordable Dwellings to be provided by the Owners which scheme shall (as a minimum) provide • a plan showing the location of the Affordable Dwellings on the Land appropriately distributed throughout the Development so as not to be segregated from the Open Market Dwellings and ensure inclusive and mixed communities subject to any variations to the said plan requested by the Owners to take into account the requirements of the Registered Provider and agreed by the Council • the type and size of Dwelling to be provided as the Affordable Dwelling **AND** such other matters as the Council may require
"Affordable Rent"	chargeable rent that is subject to the HE's Rent Standard (April 2023) as expanded on by the Rent Standard Guidance (April 2023) as such document and/or associated guidance may be amended, updated or replaced from time to time and is required is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location or the applicable Local Housing Allowance rate for the Council (whichever is the lower)
"Affordable Rented Units"	the Affordable Dwellings to be let to persons in Housing Need at an Affordable Rent in accordance with the HE Tenancy Standard published 1 April 2012 (as may be amended, updated or replaced from time to time)
"Allocations Scheme"	means the Council's published scheme of allocations presently contained in the Council's document entitled "Nominations Policy 2021" or any amendment update or variation thereto or any subsequent replacement thereof.
"Appeal"	the appeal against the Council's refusal to grant planning permission for the Application, made to the Secretary of State for Levelling Up, Housing and Communities, to be determined by a Planning inspector on his behalf under appeal reference APP/Z3825/W/23/3324144.
"Application"	the application for outline planning permission submitted by the Promoter to the Council to carry out the Development at the Land and given the registered reference number DC/22/0301
"BCIS Index"	the All in Tender Price Index published by the Building Costs Information Service on behalf of the Royal Institution of Chartered

	Surveyors (if such Index is at the relevant time no longer published) such other comparable index or basis for indexation as the Council may specify;
"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the 1990 Act which is not a Preparatory Operation and the words **"Commence"** and "**Commence Development**" shall be construed accordingly
"Deed"	this deed of agreement together with all Schedules and Appendices
"Deed of Nomination Rights"	the deed to be entered into between the Council and the Registered Provider in relation to the nomination rights in respect of the Affordable Rented Units in the form comprising Schedule 2 to this Agreement at subject to any amendments as may be agreed between the Registered Provider and the Council
"Development"	the proposed redevelopment of the Land to provide up to 55 dwellings, ancillary parking and associated infrastructure with all matters reserved except access
"Director of Communities"	the Council's Director of Communities or such other officer as may be lawfully designated by the Council for the purposes of discharging their duties and functions
"Dwelling"	any residential unit to be erected on the Land pursuant to the Planning Permission and approved pursuant to the Reserved Matters Approval including for the avoidance of doubt the Open Market Dwellings and Affordable Dwellings
"Exempt Disposition"	1. a transfer to a purchaser of one or more Dwellings 2. the grant of a lease to a purchaser of one or more Dwellings 3. a transfer or lease to a Statutory Undertaker 4. the grant of a wayleave agreement or deed of easement to a Statutory Undertaker
"First Home"	a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the First Home Discount Market Price and which on its first Disposal does not exceed the Price Cap.
"First Home Discount Market Price"	a sum which is the Market Value discounted by at least 40%
"First Home Disposal"	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: a letting or sub-letting in accordance with Schedule 1 Part 2 a transfer of the freehold interest in a First Home or land on which

	a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner an Exempt Disposal and "Disposed" and "Disposing" shall be construed accordingly
"First Home Eligibility Criteria (National)"	criteria which are met in respect of a purchase of a First Home if: 1. the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and 2. the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).
"First Home Exempt Disposal"	the Disposal of a First Home in one of the following circumstances: 1. a Disposal to a spouse or civil partner upon the death of the First Homes Owner; 2. a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner; 3. Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order; 4. Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 shall apply to such sale).
"First Home Mortgagee"	any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home.
"First Homes Owner"	the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: 1. the Developer; or 2. another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or

	3. the freehold a tenant or sub-tenant of a permitted letting as set out in Schedule 1 Part 2.
"First Time Buyer"	a first-time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"HE"	Homes England (or any successor body to its functions) within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates Registered Providers in England
"Help to Buy Agent"	an agent commissioned by the HE to provide a one stop shop service to qualifying applicants enquiring about and applying for the low cost home ownership schemes within Horsham District Council including shared ownership schemes
"Help to Buy Scheme"	a scheme under which a Help to Buy Agent (or any third party to be determined from time to time by HE) retains the nomination rights for the Shared Ownership Units;
"Highways Act"	the Highways Act 1980
"Highways Agreement"	an agreement pursuant to section 38 and/ or 278 of the Highways Act or any other provision of law deemed appropriate providing for the carrying out of the Highways Works to be entered into with WSCC in accordance with the terms of Schedule 3;
"Highway Works"	highway works at and in the vicinity of the Development to be carried out according to the Highways Agreement set out at Schedule 3
"Housing Need"	1. in relation to the Affordable Rented Units the requirement by a person for social housing allocation in accordance with the Council's Allocations Scheme and 2. in relation to the Shared Ownership Units the requirement by a person to be registered with the Help to Buy Agent to be granted a Shared Ownership Lease because the persons income is insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices
"Index Linked"	adjusted by reference to the relevant index pursuant to the provisions of Clause 17
"Interest Rate"	4% per annum above the base lending rate of Lloyds Bank PLC from time to time applicable at the actual date of payment
"Land"	the land against which this Agreement may be enforced as described in Appendix 1 and shown edged red on the Location Plan
"Local Housing Allowance"	the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different

	rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Work and Pensions or such similar framework that may replace it
"Location Plan"	the plan entitled "Land North of the Rise, Partridge Green" Drawing no. 1031-OA-100 dated September 2021, found at Appendix 1
"Market Value"	means the open market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 40% discount in the valuation.
"Neighbouring Councils"	means councils who share the same housing market within the Council's Strategic Housing Market Assessment
"New Homes Build Warranty"	a new homes build warranty provided by the NHBC or an alternative warranty provider
"NHBC"	the National House Building Council.
"Occupy"	taking beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission, but not including occupation by personnel engaged in construction, fitting out, finishing or decoration of that building or occupation in relation to site and building security operations or marketing purposes and for the avoidance of doubt the sale of any Dwelling shall constitute permitting its occupation and **"Occupation" "Occupier"** or **"Occupied"** shall be construed accordingly
"Occupation Notice"	means the written notice confirming the date of Occupation of the first Dwelling
"Open Market Dwellings"	those Dwellings for sale on the open market and which are not Affordable Dwellings
"Planning Permission"	a planning permission to carry out the Development granted pursuant to the Appeal
"Practical Completion"	in the case of Dwellings the issue of the New Homes Build Warranty and in the case of any other works required to be undertaken pursuant to this Agreement the completion of those works in accordance with the previously approved specification and any permitted amendments or variations thereto the proper issue of one or more certificate(s) of practical completion of any works carried out pursuant to this Agreement or as the context may allow any part, section or phase thereof by an independent architect, civil engineer, chartered surveyor or other certifying

	professional (as the case may be) and in both instances the term "Practically Complete" shall be construed accordingly
"Preparatory Operation"	an operation or item of work of or connected with or ancillary to a) archaeological investigation b) exploratory boreholes and trial pits c) site clearance (but excluding demolition of a building or structure) d) diversion decommissioning and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media or utilities e) the erection of fences and hoardings around the Land and f) construction of temporary access and service roads
"Price Cap"	means the amount for which the First Home is sold after the application of the First Home Discount Market Price which on its first First Home Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State for Levelling Up, Housing and Communities from time to time appointed or any successor in function.
"Registered Provider"	any person, body or entity which is registered with HE as a provider of social housing in accordance with section 80(2) and chapter 3 of the Housing and Regeneration Act 2008 (or any other body defined by subsequent legislation as having a similar role).
"Reserved Matters Application"	an application/s for Reserved Matters Approval made to the Council in respect of each of the Reserved Matters pursuant to the Planning Permission
"Reserved Matters Approval"	a reserved matters approval granted by the Council pursuant to a Reserved Matters Application(s) pursuant to the Planning Permission
"Retail Price Index"	the Retail Price Index published by the Office for National Statistics
"SDLT"	Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Shared Ownership Lease"	a lease which accords with the HE's model form of lease issued from time to time
"Shared Ownership Units"	the Affordable Dwellings to be occupied by persons who are in Housing Need whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 25% and not more than 75% and pay rent on

	the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the Council
"Social Rented Units"	the Affordable Dwellings to be let to eligible households for which guideline target rents are determined through the national rent regime
"Valuer"	a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity
"VAT"	Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it).
"Working Day"	a day which is not a Saturday, Sunday, Bank Holiday or other public holiday in England.
"WSCC"	West Sussex County Council of Parkside, Chart Way, Horsham, West Sussex RH12 1RL

2. INTERPRETATION

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 Agreement, 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 Agreement.

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 Agreement 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 Council, the successors to their functions as local planning authority.

2.12. The headings are for reference only and shall not affect construction.

3. STATUTORY PROVISIONS

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

4. CONDITIONALITY

4.1. With the exception of paragraph 5.3 concerning payment of the Council's costs, the covenants and obligations at Schedules 1 – 3 (inclusive) of this Agreement are conditional on and do not take effect unless and until the Planning Permission is granted and has been issued and Development has Commenced unless specified otherwise.

4.2. In the event of the Secretary of State granting Planning Permission and stating in the Appeal decision letter that one or more of the planning obligations in this Agreement do not satisfy the requirements of regulation 122 of the CIL Regulations then the relevant obligations(s) shall not be enforceable by the Council but without prejudice to the validity or enforceability of the remaining provisions of this Agreement

4.3. Save for paragraph 5.3, this Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is not granted, or shall be quashed, revoked or otherwise withdrawn or expires prior to Commencement of Development without the consent of the Owners.

4.4. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or modification variation or amendment thereof) granted after the date of this Agreement.

4.5. If the Council agrees following an application under section 73 of the 1990 Act to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and apply in equal terms to the new planning permission **UNLESS** the Council in determining the application for the new planning permission (or the Secretary of State determining the section 78 appeal in relation to that application) indicates that consequential amendments are required to this Agreement to reflect the impact of the section 73 application in which circumstances a separate deed under section 106 or s.106A of the 1990 Act (as the case may be) will be required to secure relevant planning obligations or other planning benefits relating to the new planning permission **BUT** nothing in this Agreement shall in any way fetter the Council's discretion in relation to the section 73 application or the determination thereof.

5. THE OWNERS' COVENANTS AND OBLIGATIONS

5.1. The Owners covenant with the Council to perform and observe the covenants, obligations, restrictions and requirements at Schedules 1 – 3 (inclusive).

5.2. The Owners shall permit the Council and its authorised employees and agents upon reasonable notice to enter the Land (but not any Dwellings or any part of the Land vested in any Statutory Undertaker) at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Agreement have been performed or observed **SUBJECT TO** compliance by the Council and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice.

5.3. The Owners covenant to pay:

5.3.1. On completion of this Agreement, the Council's reasonable costs in relation to the legal and administrative costs and disbursements in connection with the negotiation preparation and execution of this Agreement.

5.3.2. the monitoring and administration of the obligations contained in this Agreement in the sum of **£800 (eight hundred pounds)** within 20 Working Days following issue of the decision notice by a Planning Inspector granting any planning permission pursuant to the Appeal.

6. THE COUNCIL'S COVENANTS AND OBLIGATIONS

6.1. The Council covenants with the Owner it will perform the Council's covenants set out in Schedule 1.

7. NOTICES

7.1. The Owners covenant with the Council as follows:

7.1.1. to give the Commencement Notice to the Council not less than 14 (fourteen) days before the anticipated Commencement Date; and

7.1.2. to give the Occupation Notice to the Council not less than 14 (fourteen) days before the anticipated date of first Occupation of a Dwelling.

7.2. The Parties to this Agreement agree that if the Owners fail to give the notice required by clause 7.1.1 and clause 7.1.2 above then the Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the Owners of the Council's determination.

7.3. Any notice, certificate or other communication required or permitted to be given under this Agreement shall be given in writing to the relevant party at the relevant address referred to at the start of this Agreement or such other address as may be notified in writing to the other party and must be served personally or by first class registered or first class recorded delivery post and, in the case of the Council, the relevant party shall address any notice to the Head of Legal and Democratic Services of the Council.

7.4. Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.

7.5. Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 09:00hrs and 17:00hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. GENERAL

8.1. The parties undertake that:

8.1.1. this Agreement constitutes a deed; and

8.1.2. this Agreement is enforceable by the Council in accordance with section 106 of the Act; and

8.1.3. nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

8.2. It is hereby agreed by the Owners that failure by the Council at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owners of any of the conditions, covenants, agreements or obligations of this Agreement or any failure or delay by the Council to exercise any act, right or remedy shall not be construed as a creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision and any variation of this Agreement shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments.

8.3. The Owners hereby undertake that:

8.3.1. this Agreement supersedes and replaces all previous negotiations whether oral or written;

8.3.2. the Owner have not relied on any express or implied statement warranty, representation or undertaking given by or on behalf of the Council; and

8.3.3. nothing herein contained excludes the liability of any party in relation to fraud.

8.4. The Owners acknowledge that this Agreement will be registered as a local land charge.

8.5. The Owners hereby give consent for the Plan to be reproduced by the Council.

8.6. If any provision in this Agreement 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.

8.7. This Agreement 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 and Wales.

8.8. The Owners (or any person deriving title to the Land from them) shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Owners have parted with their interest in the Land or such part of the Land to which such breach relates save in respect of liability for antecedent breach of this Agreement.

8.9. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission

8.10. For the avoidance of doubt the provisions of this Agreement shall not be enforceable against Rydon Homes Limited as Promoter unless they become a successor in title to the Land

8.11. It is hereby agreed and declared that the agreement approval consent comment confirmation or declaration or expressions of satisfaction required from any of the Parties under the terms of this Agreement shall not be unreasonably withheld or delayed and shall be given in writing.

9. DISPUTE RESOLUTION

9.1. Should a dispute or difference arise between the Owners and the Council concerning anything herein then the provisions of this clause 9 shall apply.

9.2. All differences and disputes which may arise between the Parties concerning this Agreement shall be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/ planning counsel agreed upon by the Parties but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the Parties.

9.3. Any expert appointed pursuant to clause 9.2 shall:

9.3.1. on his appointment serve written notice thereof on the Parties in dispute;

9.3.2. consider any written representations by or on behalf of those Parties which are received by him within 20 (twenty) Working Days of such service and immediately forward a copy of the written representation of one party to the other party;

9.3.3. allow the Parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) Working Days of receipt by the other party thereof;

9.3.4. have an unfettered discretion to determine the reference to him;

9.3.5. serve notice of his determination as soon as he has made it;

9.3.6. give full and clear reasons for his decision; and

9.3.7. be paid his proper fee and expenses in connection with such reference by the Parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) **PROVIDED THAT** if any such expert shall die, become insolvent or of unsound mind or if any of the Parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

9.3.8. the provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, and any other means of enforcing this Agreement and consequential and interim orders and relief.

10. OWNERSHIP

10.1. The Owners warrant that no other person has any legal or equitable interest in the Land.

10.2. The Owners undertake to the Council to give the Council immediate written notice of any change in the ownership of any interests in the Land occurring before all the obligations under this Agreement have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land purchased by reference to a plan.

11. EXCLUSION

11.1. This Agreement shall not be enforceable against any statutory undertaker who has any interest for the purpose of the supply of electricity gas water drainage telecommunications services or public transport services in either the Land.

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

The COMMON SEAL of)
HORSHAM DISTRICT COUNCIL)
was affixed to this Deed in the presence of)



[redacted]

.....

Authorised Signatory

HEAD OF LEGAL &
DEMOCRATIC SERVICES

Executed as a Deed by

JOHN CORNELIUS SULLIVAN

[redacted] ..... Signature

In the presence of

W ..... [redacted] ..... Signature

I ..... Print name

T ..... Peter Gammie
LLP Partner
Paris Smith LLP
Number 1 London Road
Southampton SO15 2AE ..... Address

N ..... Address

E ..... Address

S ..... Postcode

S ..... Occupation

Executed as a Deed by

CHANTRY HOLDINGS LIMITED

A company incorporated in the Marshall islands

Acting by Ban Su-Mei who, in accordance with the laws of that territory, is acting under the Authority of the company

X [redacted] X Signature in the name of the Company

X [redacted] BSM X Signature of Authorised Signatory

EXECUTED as a DEED by

RYDON HOMES LIMITED

acting by two Directors or a Director and its Company Secretary

[redacted] ..... **Director – Signature**

[redacted] ..... **Director print name**

[redacted] ..... **Director/ Company Secretary – Signature**

[redacted] ..... **Director/ Company Secretary print name**

SCHEDULE 1 – AFFORDABLE HOUSING

PART 1

With the intention of binding the Land, the Owners covenant with the Council as follows:

1. GENERAL PROVISIONS

a. Prior to Commencement of Development to submit to the Council for its approval the Affordable Housing Scheme and not Commence Development unless and until the District Council has approved the Affordable Housing Scheme in writing.

b. To construct and deliver the Affordable Dwellings in accordance with the Affordable Housing Scheme and the other provisions of this Schedule.

c. That the Affordable Dwellings shall not be Occupied or used for any other purpose other than as Affordable Housing unless otherwise agreed by the District Council.

d. To ensure that:

i. the Affordable Rented Units shall not be Occupied other than by persons who are in Housing Need.

ii. the Shared Ownership Units shall not be Occupied other than by persons who are in Housing Need and registered with the Help to Buy Agent.

2. TRANSFER OF THE AFFORDABLE DWELLINGS

2.1. Not to Occupy or allow Occupation of more than 25% of the Open Market Units on the Development unless and until the Shared Ownership Units and the Affordable Rented Units/ Social Rented Units are the subject of a binding contract for transfer from the Owners to a Registered Provider in a clean condition and fully serviced unless otherwise agreed in writing by the Council and the Owners covenant that it shall not Occupy or allow Occupation of more than 25% of the Open Market Units unless and until the provisions of this Paragraph have been complied with

2.2. Not to Occupy or allow Occupation of more than 60% of the Open Market Housing Units (or such later trigger as may be agreed in writing with the Council) unless and until:

2.2.1. all of the Affordable Dwellings have been constructed on the Land in accordance with the Planning Permission and covenants and obligations in this Schedule (a copy of the New Homes Build Warranty in respect of all Affordable Dwellings shall be provided to the Director of Communities with a copy to the Section 106 Monitoring Officer); and

2.2.2. a freehold interest or a leasehold interest of at least 125 years on a full repairing and insuring basis of each of the Affordable Rented Units/ Social Rented Units and Shared Ownership Units has been transferred or granted to the Registered Provider free from all encumbrances (other than rights and easements granted to Statutory Undertakers and purchasers of Dwellings after the date of this Agreement and other than those on the title of the Land at the date of this Agreement) and free from all financial charges for the Affordable Dwellings; and

2.2.3. the Owners have granted (or if the Owners are not a Registered Provider shall require the Registered Provider to grant) to the Council the exclusive right to nominate suitable households in Housing Need to the in respect of the Affordable Rented Units in accordance with the Council's published Allocations Scheme and the provisions of this Agreement and on the terms set out in the Deed of Nomination Rights comprising Schedule 2; and

2.3. In respect of the Shared Ownership Units where a Help to Buy Scheme is in place within 14 days of such transfer to procure that the Registered Provider gives notice in writing to the Help to Buy Agent of such transfer **AND** that not more than 60% Open Market Dwellings shall be Occupied (or such later trigger as may be agreed in writing with the Council) unless and until the provisions of this Paragraph 3.2 have been complied with

2.4. The Owners covenant to provide evidence of the transfer of the freehold or leasehold interest of the Affordable Rented Units/ Social Rented Units and Shared Ownership Units as referred to in this Schedule to the Director of Communities within 5 (five) Working Days of completion of the transfer.

2.5. The Owners covenant to ensure that the price to be paid for the Affordable Rented Units by the Registered Provider (or the Council as the case may be) shall be at a level that allows the Affordable Rented Units to be paid for through rents to be charged as Affordable Rent and if no agreement has been reached at the expiration period of 6 (six) months from the date the Owners first approach the Registered Provider pursuant to paragraph 2.1 above to serve notice upon the Council confirming that no agreement has been entered into and the reasons for this and the Council shall be entitled to nominate a Registered Provider or providers

2.6. The Owners covenant that no more than a 10% to 75% share in the Shared Ownership Unit shall be sold to eligible applicants initially and the rent (excluding service charge) to be charged on the remaining percentage share in the Shared Ownership Units shall not be more than 3% of the capital value of the unsold equity in the Shared Ownership Unit with each subsequent annual rent increase or increases limited to further increases in the Retail Price Index plus 0.5%

2.7. The Owners covenant that unless otherwise agreed by the Council or directed by HE any proceeds derived from the sale of the Shared Ownership Unit or the proceeds from the right to buy or right to acquire an Affordable Rented Unit shall be used by the Registered Provider to re-invest in affordable housing within (in order of priority)

2.7.1. the local authority district of Horsham

2.7.2. then Neighbouring Councils

2.7.3. then the County of West Sussex and

2.7.4. then the HE's East and South-East Operating Area (but excluding the County of Kent)

with priority given to the provision of new dwellings for Affordable Rent

3. MISCELLANEOUS PROVISIONS

3.1. The Owners covenant that prior to Practical Completion of the Affordable Dwellings

3.1.1. all public highways (if any) and public sewerage and drainage serving the Affordable Dwellings shall be in place and shall meet all statutory requirements for such public sewerage and drainage including any build over consents or agreements that might be required.

3.1.2. all private roads footways and footpaths (if any) serving the Affordable Dwellings shall be in place and constructed to an adoptable standard.

3.1.3. all private sewage and drainage pipes channels and gutters and all mains water gas and electricity pipes and cables serving the Affordable Dwellings shall be constructed laid, connected, operational and serviceable.

4. EXCLUSIONS

4.1. The obligations contained in this Schedule shall not be binding upon nor enforceable against:

4.1.1. a tenant of an Affordable Rented Unit who has exercised a statutory right to buy.

4.1.2. a Shared Ownership leaseholder who has acquired 100% of the shares in the Shared Ownership Unit and

4.1.3. any successor in title of any persons detailed in Sub-Paragraphs 4.1.1 and 4.1.2 above or their mortgagee or charge

4.2. The provisions contained in this Schedule shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Rented Units/ Social Rented Units and Shared Ownership Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver **PROVIDED THAT:**

4.2.1. such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of the Affordable Rented Unit/ Social Rented Unit or Shared Ownership Unit and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Rented Unit/ Social Rented Unit or Shared Ownership Unit to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

4.2.2. if such disposal has not completed within the three-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Rented Unit/ Social Rented Unit or Shared Ownership Unit free from the provisions contained in this Schedule, which provisions shall determine absolutely

PART 2 – FIRST HOMES

1. DELIVERY MECHANISM

1.1. The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting the First Home Eligibility Criteria (National) other than in accordance with this Schedule.

1.2. Subject to clauses 1.5 to 1.9, no First Home shall be disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Home Mortgagee.

1.3. No First Home shall be disposed of (whether on a first or any subsequent sale) unless and until the Council has been provided with evidence that:

1.3.1. the intended purchaser meets the First Home Eligibility Criteria (National)

1.3.2. the Dwelling is being disposed of as a First Home at the First Home Discount Market Price and

1.3.3. the transfer of a First Home includes:

1.3.3.1. a definition of the "Council" which shall be Horsham District Council

1.3.3.2. a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."

1.3.3.3. A definition of "[Supplemental] S106 Agreement" means the [supplemental] agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) the Council and (2) [*Name of First Home Owner/ Transferee*] [and (3)[ ]]

1.3.3.4. a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the First Home Owner/ Transferee acknowledges that they may not transfer or otherwise dispose of the First Home or any part of it other than in accordance with the First Homes Provisions

1.3.3.5. a copy of the First Homes Provisions in an Annexure.

1.4. On the first disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Horsham District Council of Parkside, Chart Way, Horsham, West Sussex RH12 1RL or their conveyancer that the provisions of clause XX (the

First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

1.5. The owner of a First Home (which for the purposes of this clause shall include a developer and any First Home Owner) may apply to the Council to dispose of it other than as a First Home on the grounds that either:

1.5.1. the First Home has been actively marketed as a First Home for six (6) months in accordance with clause 1.1 of Part 2 of this Schedule (and in the case of a first disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to it being available for Occupation) and despite all reasonable endeavours it has not been possible to dispose of it as a First Home in accordance with clauses 1.2 and 1.3.1 of this Part 2; or

1.5.2. requiring the First Home Owner to undertake active marketing for the period specified in clause 1.3.5.1 before being able to Dispose of the First Home other than as a First Home would be likely to cause the First Home Owner undue hardship.

1.6. Upon receipt of an application served in accordance with clause 1.5 of this Schedule the Council shall have the right (but shall not be required) to direct that the relevant First Home is disposed of to it at the First Home Discount Market Price

1.7. If the Council is satisfied that either of the grounds in clause 1.5 of this Schedule have been made out it shall confirm in writing within twenty-eight (28) days of receipt of the written request made in accordance with clause 1.5 that the relevant First Home may be disposed of:

1.7.1. to the Council at the First Home Discount Market Price; or

1.7.2. if the Council confirms that it does not wish to acquire the relevant First Home other than as a First Home

and on the issue of that written confirmation the obligations in this Agreement which apply to First Homes shall cease to bind and shall no longer affect that First Home apart from clause 1.9 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

1.8. If the Council does not wish to acquire the relevant First Home itself and is not satisfied that either of the grounds in clause 1.5 above have been made out then it shall within twenty-eight (28) days of receipt of the written request made in accordance with clause 1.5 serve notice on the First Home Owner setting out the further steps it requires the owner to take to secure the disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the First Home Owner has been unable to dispose of the First Home as a First Home they may serve notice on the Council in accordance with clause 1.5 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be disposed of other than as a First Home.

1.9. Where a Relevant Home is disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with clauses 1.7 or 1.8 above the Owner of the

First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

1.10. Upon receipt of the Additional First Homes Contribution the Council shall:

1.10.1. within 20 (twenty) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in clause 1.4 where such restriction has previously been registered against the relevant title

1.10.2. apply all monies received towards the provision of Affordable Housing

1.11. Any person who purchases a First Home free of the restrictions in this Schedule 1 – Part 2 of this Agreement pursuant to the provisions in clauses 1.8 and 1.9 herein shall not be liable to pay the Additional First Homes Contribution to the Council.

2. USE

2.1. Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise disposed of other than in accordance with the terms of this Agreement PROVIDED THAT letting or sub-letting shall be permitted in accordance with clauses 2.1 – 2.4 below.

2.1.1. A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Home Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Home Owner may let or sub-let their First Home pursuant to this clause more than once during that First Home Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Home Owner's period of ownership may not exceed two (2) years.

2.1.2. A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and shall not withhold such consent in any of circumstances listed in clauses 2.1.2.1 – 2.1.2.6 of this Schedule:

2.1.2.1. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

2.1.2.2. the First Homes Owner is an active member of the Armed Forces and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

2.1.2.3. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

2.1.2.4. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

2.1.2.5. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; or

2.1.2.6. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

2.2. A letting or sub-letting permitted pursuant to clauses 2.1.1or 2.1.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

2.3. Nothing in this clause 2 prevents a First Homes Owner from renting out a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Homes Owner's main residence.

3. MORTGAGEE EXCLUSION

3.1. The obligations in clauses 1 and 2 (and all subclauses thereunder) of this Agreement in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver **PROVIDED THAT**:

3.1.1. such Mortgagee or Receiver shall first give written notice to the Council of its intention to dispose of the relevant First Home; and

3.1.2. once notice of intention to dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 3.1.3

3.1.3. following the disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.

3.1.4. following receipt of notification of the Disposal of the relevant First Home the Council shall:

3.1.4.1. forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 1.4 of this Schedule; and

3.1.4.2. apply all such monies received towards the provision of Affordable Housing

SCHEDULE 2 – SPECIMEN NOMINATIONS AGREEMENT

DATED **202X**

[REGISTERED PROVIDER]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION

for

[ ] Affordable Rented Units

at

[ ] West Sussex

Authority: Signed and Dated S106 [ ]

Lauren Kelly
Head of Legal & Democratic Services
Horsham District Council
Parkside
Chart Way
Horsham
West Sussex RH12 1RL

Ref:

THIS DEED OF NOMINATION RIGHTS is made the day of 202X

BETWEEN:

1) [ ] ("the Registered Provider"); and

2) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham West Sussex RH12 1RL ("the Council")

1. DEFINITIONS

In this Deed the following expressions shall have the following meanings:

1.1. "**Affordable Housing"** means subsidised housing comprising Rented Units and shared ownership units (or such other forms of intermediate tenure as are defined as affordable housing under the National Planning Policy Framework as that definition may be amended from time to time) provided to eligible households whose needs are not met by the market and which should meet the needs of eligible households, including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices and shall include provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision;

1.2. **"Exempted Void"** means a Void which has occurred as a result of the Council transferring the previous tenant to more suitable accommodation to meet that tenant's needs;

1.3. "Homes England" means Homes England, an executive non-departmental public body, sponsored by the Department for Levelling Up, Housing and Communities or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or redefined by any amendment replacement or re-enactment of such Act;

1.4. "Housing Register and Nominations Policy" means the Council's Housing Register and Nominations Policy: https://www.horsham.gov.uk/__data/assets/pdf_file/0005/58586/Nominations-Policy-August-2021.pdf or other document which may replace it;

1.5. **"Initial Let"** means the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit;

1.6. **"Insufficient Persons"** means that in the reasonable opinion of the Council there are fewer Nominees with a Local Connection to the parish of X, than the total number of Rented Units available for occupation in accordance with the written notice served by the Registered Provider in accordance with Clause 4.1 or 4.10;

1.7. **"Local Connection"** means in relation to an individual, that such individual:

1.7.1. immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of [XXX] for a continuous period of not less than two years; or

1.7.2. a member of his household has a parent, child, adult child, brother or sister whose only or principal home is and has been for a continuous period of not less than two years in the parish of [XXX] and he wishes to be near that relative; or

1.7.3. is and has been permanently employed in the parish of [XXX] for a continuous period of not less than two years

provided that where no person or Insufficient Persons can be identified as having a connection with the parish of XXX as outlined above then the District of Horsham shall be substituted for the parish of [XXX.];

1.8. "**Nominee"** means a person who may be nominated by the Council to the Rented Units and who is in need of Affordable Housing, who is not easily able to compete in the local housing market and who meets the following criteria:

1.8.1. is an individual or are individuals;

1.8.2. is considered in their reasonable opinion by the Council or the Registered Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Rented Unit;

1.8.3. is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the Council;

1.8.4. before taking up occupation of the Rented Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the Council or the Registered Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Rented Unit as his/her only or principal home;

1.8.5. is an individual who meets the criteria of the Council's Housing Register and Nominations Policy;

1.8.6. has a Local Connection.

and **"Nominee"** and **"Nominees"** shall be construed accordingly;

1.9. "**Registered Provider**" has the same definition as set out in the Housing & Regeneration Act 2008;

1.10. **"Rented Units"** means housing made available by a Registered Provider as low-cost rented accommodation (as defined by the Housing and Regeneration Act 2008 section 69) with a rent charged at a level up to 80% of the equivalent market rent inclusive of any service charges applicable, as detailed in Schedule [xxx] of the S106 Agreement and Schedule 1 of this Deed and which have been constructed or are to be constructed upon the Site and each of which is to be offered under a Tenancy Agreement;

1.11. "**S106 Agreement**" means the agreement relating to the Site and dated [ ] and made between (1) [ ] and (2) [ ] and any subsequent supplemental agreements varying it thereafter;

1.12. "**Site**" means the land upon which the Rented Units are constructed [address of property] shown edged red on the attached plan;

1.13. **"Tenancy Agreement"** means an assured tenancy agreement in a form prepared by the Registered Provider and containing terms which accord with the form of tenancy agreement being used by the Registered Provider from time to time for its general lettings or such other form of tenancy as the Registered Provider specifies (acting reasonably);

1.14. **"Vacancy Notice"** means a written notice given by the Registered Provider to the Council (in a form to be agreed between the Registered Provider and the Council within 5 (five) weeks from the date of this Deed) the function of such notice being the notification to the Council by the Registered Provider that the construction and fitting out of the Rented Unit is completed;

1.15. **"Void"** means a Rented Unit which is vacant as a result of the tenant vacating the Rented Unit;

1.16. **"Void Notice"** means a written notice given by the Registered Provider to the Council (in a form to be agreed between the Registered Provider and the Council within 8 (eight) weeks from the date of this Deed) the function of such a notice being the notification to the Council that a Void is now available for re-letting;

1.17. **"Void Notification"** means the notification to the Council by the Registered Provider that a Rented Unit is to become a Void with such notification to include the anticipated period that the Rented Unit will remain as a Void; and

1.18. **"Working Day"** means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. INTERPRETATION

2.1. Clause headings shall not affect the interpretation of this Deed.

2.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.4. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

2.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.6. A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.

2.7. 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.

2.8. 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.

2.9. A reference to writing or written excludes faxes and e-mail.

2.10. A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated from time to time.

2.11. References to clauses are to the clauses of this Deed.

2.12. 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 terms.

3. ENABLING PROVISIONS

3.1. This Agreement is made pursuant to s111 of the Local Government Act 1972, s33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

4. PROCEDURE FOR RENTED UNITS

4.1. The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units:

Initial Lets

4.2. The Registered Provider shall give the Council not less than 10 (ten) weeks' written notice of the date when the Initial Lets will be ready for occupation.

4.3. The Registered Provider shall serve on the Council a Vacancy Notice not less than 2 (two) weeks' notice in respect of the Rented Unit prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.

4.4. The Council shall within 10 (ten) Working Days of receipt of a Vacancy Notice or written notice served in accordance with clauses 4.14.1, 4.14.2 or 4.14.3 as appropriate, serve upon the Registered Provider details of a Nominee.

4.5. Details of a Nominee served by the Council shall:

4.5.1. specify the type of Rented Unit which the Nominee requires and sufficient details of the Nominee's requirements and circumstances to justify their nomination to the particular Rented Unit or type of Rented Unit; and

4.5.2. include any other details that the Registered Provider may reasonably require from time to time.

4.6. The Registered Provider shall have the right to let/grant the Initial Let in respect of the Rented Units to persons of its own choosing (subject to provisions within the S106

Agreement) in the event of the Council's failure to serve details of the Nominees within the period of 10 (ten) Working Days of receipt of the Vacancy Notice or written notice served in accordance clause 4.14.1-4.14.3 subject to the provisions of Clause 4.16.

4.7. Within 10 (ten) Working Days of the receipt of the details of a Nominee, the Registered Provider shall, use its reasonable endeavours to arrange viewing of the Rented Unit and offer a Tenancy Agreement to the Nominee.

4.8. If the Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of the Registered Provider's offer of a Tenancy Agreement that Nominee shall be deemed to have rejected the Registered Provider's offer. Upon receipt of written notice served in accordance with clause 4.14.1, 4.14.2 or 4.14.3, the Council shall serve details of a further Nominee upon the Registered Provider and the parties will follow the procedure set out in Clause 4.3 to 4.6 for a second time, but for the purposes of this Clause 4.7 the 10 (ten) Working Day period referred to in those Clauses 4.3 to 4.6 shall be reduced to 5 (five) Working Days.

4.9. If the Registered Provider's offer of a Tenancy Agreement on the second occasion is deemed to have been rejected the procedure set out in Clauses 4.3 to 4.6 shall be repeated for a third time but for the purposes of this Clause 4.8 the 10 (ten) Working Day period referred to in Clauses 4.3 to 4.6 shall be reduced to 5 (five) Working Days.

4.10. In the event a third Nominee fails to accept the Registered Provider's offer of a Tenancy Agreement within the time prescribed by clause 4.8 then the Registered Provider shall have the right to let the Initial Let in respect of the Rented Unit to persons of its own choosing (subject to the provisions within the S106 Agreement) or in the event of the Council's failure to serve details of the Nominees within the period of 10 (ten) Working Days of receipt of the Vacancy Notice (subject to the provisions of Clause 4.16).

Voids

4.11. Should a Rented Unit become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case:

4.11.1. the Registered Provider shall serve a Void Notification in respect of the relevant vacant Rented Unit within 5 (five) Working Days of the Rented Unit becoming a Void; and

4.11.2. the Registered Provider shall serve a Void Notice in respect of the relevant vacant Rented Unit upon the Council as soon as the Rented Unit is available for re-letting; and

4.11.3. within 10 (ten) Working Days of receipt of the said notice the Council shall serve upon the Registered Provider details of a Nominee.

4.12. The Registered Provider shall have the right to let the relevant vacant Rented Unit to a person of its own choosing (subject to the provisions within the S106 Agreement) in the event of the Council's failure to serve details of a Nominee referred to in Clause 4.10 within 10 (ten) Working Days of receipt of the Void Notice (subject to the provisions of Clause 4.16).

4.13. Upon receipt of the details of a Nominee referred to in Clause 4.10 the Registered Provider shall follow the procedure set out in Clauses 4.6 to 4.9 SAVE THAT where the Void is an Exempted Void and on each and every occasion that 75% of the Voids (which for the avoidance of doubt means 75% of the total number of Rented Units) have been let, the Registered Provider shall not be required to follow the procedure set down in Clauses 4.10 -4.12 and the Registered Provider shall then be entitled to let the remaining 25% of the Voids (which for the avoidance of doubt means 25% of the total number of Rented Units) to a person of its own choosing (subject to the provisions within the S106 Agreement).

4.14. Where the Void is an Exempted Void the Registered Provider shall follow the procedure set out in Clauses 4.6 to 4.9 in the event that fewer than 75% of the total number of Rented Units have been let.

Provision of information

4.15. The Registered Provider shall give written notice to the Council of the occurrence of the following events within 5 (five) Working Days of their occurrence:

4.15.1. a Nominee failing to view a Unit within 10 (ten) or 5 (five) (as appropriate) Working Days of an offer being made;

4.15.2. a Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;

4.15.3. the Registered Provider rejecting a Nominee in accordance with Clause 4.17 such written notice to explain the reasons for rejecting the Nominee;

4.15.4. a Nominee accepting an offer of a Tenancy Agreement from the Registered Provider.

4.16. Within 10 (ten) Working Days of the Council receiving notice served in accordance with Clause 4.14 above save for notice under 4.14.4 the Council shall serve upon the Registered Provider the names and addresses of a Nominee to include the information set out in Clause 4.4.

4.17. If the Council shall, within the period mentioned in Clause 4.15 notify the Registered Provider that the Council then has no suitable Nominee, the Council shall advise the Registered Provider of a Nominee as soon as reasonably practicable but this period shall not be any longer than a total of 20 (twenty) Working Days from the date the Council received the notice served in accordance with Clause 4.14.

4.18. The Registered Provider shall have the right to interview and make enquiries of each Nominee and to reject any Nominee if in the opinion of the Registered Provider the grant of a Tenancy Agreement to such Nominee would be in contravention of the Registered Provider's registered rules or its letting criteria and if a Registered Provider rejects a Nominee in accordance with this clause, the Registered Provider must serve written notice upon the Council in accordance with Clause 4.14.3.

4.19. Where the Registered Provider intends to reject a Nominee in accordance with clause 4.17 and it serves notice of this upon the Council in accordance with Clause 4.14.3, the Council shall:

4.19.1. within 5 (five) Working Days of receipt of the said notice be entitled to send the Registered Provider written representations setting out the reason(s) why the Nominee does meet the Registered Provider's registered rules or its lettings criteria; and

4.19.2. within 5 (five) Wording Days of receipt of the Council's written representations, the Registered Provider shall consider the written representations and will notify the Council in writing that the Nominee has been accepted or that they have not and the reasons for their decision.

4.20. When calculating percentage for the purposes of this Deed percentage in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down.

4.21. The Council and the Registered Provider agree that the nomination rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.

5. NOTICES

5.1. Any notice to be given under this Deed must be in writing and must be:

5.1.1. delivered by hand; or

5.1.2. sent by pre-paid first class post or other next working day delivery service.

5.2. Any notice to be given under this Deed must be sent to the relevant party at the address indicated above or such other address notified by one party to the other and addressed, in the case of the Council to Head of Housing & Community Services and, in the case of the Registered Provider [xxx].

5.3. Any notice given in accordance with clause 5 will be deemed to have been received:

5.3.1. if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

5.3.2. if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

6. TRANSFERS TO OTHER REGISTERED PROVIDERS

6.1. The Registered Provider shall ensure that any Registered Provider to which the Site and Affordable Housing erected thereon are transferred otherwise than by direction of the Homes England under its statutory powers shall enter into a similar agreement with the Council.

7. DISPUTES

7.1. Where any matters fail 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.

8. COSTS

8.1. The Registered Provider agrees with the Council to pay the reasonable and proper legal costs of £ [ ] which the Council incurs in preparing and entering into this Deed.

9. AGREEMENTS AND DECLARATIONS

9.1. The parties agree:

9.1.1. nothing in this Deed fetters or restricts the exercise by the Council of any of its powers;

9.1.2. the obligations contained in this Deed are covenants for the purpose of s.33 of the Local Government (Miscellaneous Provisions) Act 1982.

10. DISCREPANCIES AND PRIORITY

10.1. Where there is any discrepancy between this Deed and the s106 Agreement the S106 Agreement shall take priority.

11. EXCLUSION CLAUSE

11.1. The provisions of this Deed shall not be binding nor enforceable against any of the following:

11.1.1. Any person who shall exercise a statutory right to buy (including the preserved right to buy) or right to acquire any Rented Unit and their successor in title or chargee;

11.1.2. Any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of a Registered Provider provided that such party so appointed shall have first complied with the procedure in clause [xx] Schedule [xx] of the S106 Agreement.; and

11.1.3. Any and all successors in title from the persons specified in clauses 11.1 – 11.2 above.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written

Execution clause for the
Registered Provider

The common seal of
HORSHAM DISTRICT COUNCIL
was affixed in the presence of:

Authorised signatory

The Plan

Schedule 1

Rented Unit Details

[Details to depend upon the scheme but will typically include address/plot number, type of property (flat/house), no. bedrooms, no. persons property will accommodate, type of tenure (usually affordable rent), location (ground, first floor etc), any other relevant details such as accessibility details, wet rooms etc]

SCHEDULE 3 – HIGHWAY WORKS AND TRAFFIC MONITORING SCHEME

1. The Owners covenant with the Council as follows:

1.1. Prior to the Occupation of the first Dwelling to enter into a Highways Agreement with WSCC, as Highways Authority for the area in which the Land is situated, for the Highway Works to include, but not necessarily restricted to the provision of:

1.1.1. vehicular access to connect the Development to the existing public highway at Littleworth Lane, Partridge Green.

1.1.2. a new footway along the eastern side of Littleworth Lane from the Development via a footway separate from the vehicular access crossing the highway at a new crossing point on Littleworth Lane, which includes a dropped kerb and tactile paving on either side, before continuing on and joining the existing footway at the residential area of The Rise, Partridge Green, located to the south of the Land, tactile paving also to provided at this junction.

1.1.3. new tactile paving at the junction of existing bus stop on Littleworth Lane south of the Land.

1.1.4. a cycleway/ footway running across the Development from point A to point B on the plan entitled, "Pedestrian/ Cycleway Parameters – drawing no. 1031-OA/112. Issue date Oct 2022" comprising Appendix 2, (the route of which shall be the subject of future Reserved Matters Application).

1.1.5. traffic calming measures on Littleworth Lane in the vicinity of the Development.

the specifications of which shall be provided in further detail by WSCC in the Highways Agreement.

1.2. To carry out the Highway Works in accordance with the timescales set out in the Highways Agreement.

1.3. Not to Occupy or allow the Occupation of any more than 50% of the Open Market Dwellings within the Development until the Highway Works have been completed in accordance with the Highways Agreement

APPENDIX 1

The Land

Land North of The Rise Partridge Green Location Plan – Drawing no. 1031-OA-100. Date: September 2021



Rev. Description Date By

Rydon Homes Ltd
Rydon House
Station Road
Forest Row
East Sussex
RH18 5DW
T 01342 825151
E-mail:design@rydon.co.uk

Land North of The Rise
Partridge Green

Location Plan

Drawing No: 1031-OA-100

Date: September 2021
Drawn by: MAH
Scale: 1:1250 @ A3
Rev:

APPENDIX 2

Highways Plan

Land North of The Rise Partridge Green Pedestrian/ Cycleway Parameters. Drawing no. 1031-OA/112. Issue date Oct 2022.

Rev.	Description	Date	By
A	Amendment to pedestrian access off Littleworth Lane	Nov 22	SM

0 10 20 30 40 50m

Beauchamps

Pond

[redacted]

Planning Application REF: DC/22/0301

Pedestrian/cycleway connection to West - Planning application ref: DC/21/2704 (or subsequent planning approval on adjacent land)

B

A

LITTLEWORTH LANE

Proposed access off Littleworth Lane

37

25

13

47

1

KEY

Application Red Line Ref: DC/22/0301

A Proposed access off Littleworth Lane

B Pedestrian/cycleway connection to West - Planning application ref: DC/21/2704

Rydon Homes Ltd
Rydon House
Station Road
Forest Row
East Sussex
RH18 5DW
T 01342 825151
E-mail:design@rydon.co.uk

Land North of The Rise
Partridge Green

Pedestrian / Cycleway Parameters Plan

Date: Oct 2022
Drawn by: SM
Scale: 1:500 @ A1
Drawing No: 1031-0A-112
Rev: A

REEDER & SIMPSON, P.C.
ATTORNEYS AT LAW

P.O. Box 601
RRE Commercial Center
Majuro, MH 96960 - Marshall Islands

RMI Tel.: +692-455-0560
Honolulu Tel.: +808-352-0749
Email: dreeder.rmi@gmail.com

Horsham District Council of Parkside
Chart Way, Horsham
West Sussex RH12 1RL
Great Britain

January 8, 2024

Re: Chantry Holdings Limited (the "*Company*")

Ladies and Gentlemen:

We are licensed to practice law in the Republic of the Marshall Islands (the "***RMI***"), and are members in good standing of the Bar of the RMI. We have been asked to provide an opinion on matters of the laws of the RMI in connection with that certain transaction (the "***Transaction***"), involving the documents set out below, between the parties named therein and the Company, which is a RMI non-resident domestic corporation, on the terms and conditions contained therein. We do not now or have in the past represented the Company.

Terms and expression used herein shall, unless otherwise defined herein, have the meanings ascribed to them in that certain Deed of Agreement, pursuant to Section 106 – Town and Country Planning Act 1990 (as amended) (the "***Deed***"), relating to the development of Land North of the Rise, Partridge Green, West Sussex registered at the Land registry with Title Absolute under Title Number WSX113113 (the "***Property***").

In connection herewith, we have examined executed electronic copy of the final form of the Deed entered into by and between Horsham District Council (the "***DC***"), John Cornelius Sullivan, the Company and Rydon Homes Limited, and that certain Unilateral Undertaking (the "***Undertaking***"), between the same parties as described above.

The Deed and the Undertaking are collectively referred to herein as the "***Documents***"

In giving this opinion, we have also examined originals or electronic copies of all such instruments and certificates of public officials and of directors and officers of the Company and such other instruments, agreements or documents as we have deemed necessary as a basis for the opinions herein rendered. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with the original documents of all documents submitted to us as copies of originals, the power, authority and legal right of all parties to the Documents (other than the Company) to enter into and perform their respective obligations thereunder and the due authorization, execution and delivery of the Documents by all parties thereto (other than the Company). In addition, we have assumed the legal capacity of all natural persons executing the Documents and we have assumed the due compliance of the Documents with all matters of, and the validity and enforceability of each thereof under, the respective laws governing them other than RMI law in respect of which we are opining.

As to questions of fact material to this opinion, we have made no independent investigation, but we have relied solely upon the representations set forth in the Documents and the aforementioned certificates of public officials and of directors and officers of the Company which we have examined.

Based upon and subject to the foregoing and having regard to the legal considerations which we deem relevant, we are of the opinion that insofar as the laws of the RMI are concerned:

(a) The Company is duly incorporated, validly existing and in good standing (as evidenced by the attached certificate of good standing dated December 20, 2023, issued by the RMI Registrar of Corporations), under the laws of the RMI and has the corporate power to carry on its business as provided for in its Articles of Incorporation. A copy of the Certificate of Incorporation, Articles of Incorporation are attached to this opinion and is marked as Annex A.

(b) The Company has the corporate power and authority to enter into, execute, deliver and perform its obligations under the Documents and has taken all necessary corporate action to authorize the execution and delivery of the Documents and under Section 48 of the RMI Business Corporations Act the board of directors of a corporation shall exercise all corporate powers and the business and affairs of every corporation shall be managed by the board of directors. Thus the directors of the Company are authorized to execute documents on behalf of a corporation. A corporation is not required to have a corporate seal under the provisions of the RMI Business Corporations Act. The name of the person who has the authority to execute documents on behalf of the Company is the sole director Ban Su Mei.

(c) The Documents have been executed by an authorized signatory of the Company and constitutes a valid and binding obligations of the Company enforceable in accordance with their terms.

(d) The execution, delivery and performance of its obligations under, and compliance with the provisions of the Documents by the Company, will not contravene any existing applicable law, statute, rule or regulation of the RMI or contravene or conflict with any provision of the Articles of Incorporation or Bylaws of the Company.

(e) No consents, authorizations, licenses, approvals, exemptions of or authorizations by any governmental or public bodies or authorities in the RMI (including exchange control approvals) are required for or in connection with the execution, delivery, validity, enforceability or performance by the Company of its obligations under the Documents.

(f) It is not necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Documents that they be notarized, filed, recorded, registered or enrolled in any court, public office or elsewhere in the RMI.

(g) Other than annual fees in respect of the maintenance of the Company and customary court fees payable in litigation, there are no taxes, stamp taxes, withholdings, levies, registration taxes, or similar taxes or charges payable in connection with the execution, delivery, performance, enforcement or admissibility in evidence of the Documents in the RMI.

(h) The choice of English law to govern the Documents will be upheld as a valid choice of law in any action in the courts of the RMI. We would inform you, however, that the validity and enforceability of the submission to jurisdiction provisions set forth in the Documents are not

dependent on RMI law and such provisions may not be enforceable under the laws of a particular jurisdiction.

(i) With respect to any amount due and owing by the Company under the Documents the courts of the RMI will award a judgment expressed in terms of the currency in which the Company is expressly required to make payment. The courts of the RMI will recognize and enforce a final foreign judgment of a court of competent jurisdiction without review of the merits so long as the provisions of the RMI Uniform Foreign Money-Judgments Recognition Act are complied with. A judgment obtained in a foreign jurisdiction in connection with the Documents would be recognized unless (a) the judgment was rendered under a system which does not provide impartial tribunals or procedures compatible with the requirements of due process of law; (b) the foreign court did not have personal jurisdiction over the defendant; (c) the foreign court did not have jurisdiction over the subject matter; or (d) the foreign country does not recognize or enforce judgments of any other foreign nation. In addition, a foreign judgment need not be recognized if (a) the defendant in the proceedings in the foreign court did not receive notice of the proceedings in sufficient time to enable him to defend; (b) the judgment was obtained by fraud; (c) the cause of action on which the judgment is based is repugnant to the public policy of the RMI; (d) the judgment conflicts with another final and conclusive judgment; (e) the proceeding in the foreign court was contrary to an agreement between the parties under which the dispute in question was to be settled otherwise than by proceedings in the court; or (f) in the case of jurisdiction based only on personal service, the foreign court was a seriously inconvenient forum for the trial of the action. If none of the above grounds exist then the RMI High Court will enforce a foreign judgment without a retrial on the merits.

(j) The Documents are in proper form for enforcement in the courts of the RMI subject to proof of the relevant provisions of English law.

(k) No RMI withholding tax or similar tax is required to be deducted from any payment of principal or interest or otherwise to be made by the Company pursuant to the provisions of the Documents.

(l) DC is not and will not be deemed to be resident, domiciled, carrying on business or subject to taxation in the RMI solely by reason of the negotiation, preparation, execution, performance, enforcement of, and/or receipt of any payment due from the Company under the Documents.

(m) It is not necessary under the laws of the RMI (i) in order to enable DC to enforce their rights under the Documents or (ii) by reason of the execution, delivery and performance of the Documents, that they should be licensed, qualified or otherwise entitled to carry on business in the RMI.

The opinions herein expressed are subject to the following:

1. The effect of any applicable bankruptcy, insolvency, reorganization, preferential and fraudulent transfer, moratorium and other similar laws now or hereafter in effect affecting generally the enforcement of creditors or secured creditors rights;

2. Limitations imposed by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or in law), upon the enforceability of any of the remedies, covenants or other provisions of the Documents or upon the availability of injunctive relief or other equitable remedies;

3. The enforceability under certain circumstances of provisions expressly or by implication waiving broadly or vaguely stated rights, unknown future rights, defenses to obligations or rights granted by law, where such waivers are against public policy or prohibited by law;

4. The unenforceability under certain circumstances of indemnifying a party against liability for its own wrongful and negligent acts or where such indemnification is contrary to public policy or prohibited by law;

5. The effect of laws of the RMI, which may provide that a court may refuse to enforce, or may limit the application of a document by deleting an unconscionable section of, a contract or any clause thereof which the court finds as a matter of law to have been unconscionable at the time it was made or contrary to public policy; and

6. The unenforceability under certain circumstances of contractual provisions respecting self-help or summary remedies without notice or opportunity for hearing or correction, and the effect of the laws of the RMI which do not nullify the remedies contained in the Option Agreements but may require a secured party in any disposition of collateral to act in good faith and in a commercially reasonable manner.

In this opinion:

"**law**" means any law, statute, regulation, instrument or other subordinate legislation or other legislative or quasi-legislative rule or measure or any order or decree of any governmental, judicial or public or other body or authority; and

"**person**" means any individual, partnership, joint venture, company, trust, association (incorporated or not) or any governmental, judicial, public or other body or authority.

This opinion is limited to matters of law of the RMI and is issued solely for the benefit of the Horsham District Council may be relied upon solely by Horsham District Counsel and its legal advisors in connection with the transaction described herein and is not to be made available to, or relied upon by, any other person, firm or entity or in any other transaction. We express no opinion with respect to the laws of any other jurisdiction other than the laws of the RMI which are in effect as of the date hereof.



Dennis J. Reeder
Reeder & Simpson, P.C.

ARTICLES OF DOMESTICATION

OF

CHANTRY HOLDINGS LIMITED

REPUBLIC OF THE MARSHALL ISLANDS

REGISTRAR OF CORPORATIONS

DUPLICATE COPY

NON RESIDENT

The original of this Document was filed in accordance with Section 127(1) of the Business Corporation Act on

February 16, 2001

[redacted]

Deputy Registrar



ARTICLES OF DOMESTICATION OF CHANTRY HOLDINGS LIMITED UNDER SECTION 127 OF THE BUSINESS CORPORATIONS ACT

Pursuant to Division 14 of the Marshall Islands Business Corporations Act, CHANTRY HOLDINGS LIMITED, a Liberian Corporation, for the purpose of transferring the domicile of the Corporation to the Marshall Islands and continuing its existence, does hereby certify that:

1. The name of the Corporation is: CHANTRY HOLDINGS LIMITED.

2. The Corporation was incorporated under the laws of the Republic of Liberia on APRIL 24, 1990.

3. This transfer of domicile has been approved by all necessary corporate action.

4. Transfer of domicile is not expressly prohibited under the laws of the Corporation's present domicile.

5. This transfer is made in good faith and will not serve to hinder, delay, or defraud existing shareholders, creditors, claimants, or other parties in interest.

6. The name of the Corporation's Registered Agent is The Trust Company of the Marshall Islands, Inc. The registered address of the Corporation in the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

7. These Articles of Domestication shall be effective upon filing with the Registrar or Deputy Registrar of Corporations of the Marshall Islands.

8. Annexed hereto is a copy of the Articles of Incorporation and all amendments thereto as filed in the Corporation's present domicile.

IN WITNESS WHEREOF, I have executed these Articles of Domestication on this 12th day of February, 2001.

[redacted]

Authorized Person

PRINT NAME & TITLE

JOYCE MITCHELL

VICE-PRESIDENT/TREASURER.

ARTICLES OF INCORPORATION

PURSUANT TO THE LIBERIAN BUSINESS CORPORATION ACT

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Liberian Business Corporation Act, hereby make, subscribe, acknowledge and file in the Office of the Minister of Foreign Affairs this instrument for that purpose, as follows:

A. The name of the corporation shall be:

CHANTRY HOLDINGS LIMITED

B. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the Liberian Business Corporation Act.

C. The registered address of the Corporation in Liberia shall be 80 Broad Street, Monrovia, Liberia. The name of the Corporation's registered agent at such address shall be The International Trust Company of Liberia.

D. The aggregate number of shares of stock that the Corporation is authorized to issue is Five Hundred (500) registered and/or bearer shares without par value.

The Corporation shall mail notices and information to holders of bearer shares to the address provided to the Corporation by the shareholder for that purpose.

The holder of a stock certificate issued to bearer may cause such certificate to be exchanged for another certificate in his name for a like number of shares, and the holder of shares issued in the name of the owner may cause his certificate to be exchanged for another certificate to bearer for a like number of shares.

E. The corporation shall have every power which a Corporation now or hereafter organized under the Liberian Business Corporation Act may have.

F. The name and mailing address of each incorporator of these Articles of Incorporation and the number of shares of stock subscribed by each incorporator is:

Name	Post Office Address	No. of Shares of Common Stock Subscribed
E. B. Lewis	80 Broad Street Monrovia, Liberia	One

G. The number of directors constituting the initial Board of Directors is three (3).

H. The Board of Directors as well as the Shareholders of the Corporation shall have the authority to adopt, amend or repeal the by-laws of the Corporation.

I. Corporate existence shall begin upon filing these Articles of Incorporation with the Minister of Foreign Affairs as of the filing date stated on these Articles.

IN WITNESS WHEREOF, I have made, subscribed and acknowledged this instrument on this 24th day of April, 1990.

[redacted]

E. B. Lewis

$12.00 REVENUE STAMPS ON ORIGINAL

****

ARTICLES OF INCORPORATION

OF

CHANTRY HOLDINGS LIMITED

PURSUANT TO THE LIBERIAN BUSINESS CORPORATION ACT

****

CERTIFIED TRUE COPY

[redacted]

EUROPEAN [illegible] LIMITED

[illegible]

JERSEY JE2 3NP

THE INTERNATIONAL TRUST COMPANY OF LIBERIA

The International Trust Company of Liberia hereby accepts its appointment as Registered Agent for

CHANTRY HOLDINGS LIMITED

and hereby certifies that the office of The International Trust Company of Liberia is located at 80 Broad Street, City of Monrovia, County of Montserrado, Republic of Liberia.

THE INTERNATIONAL TRUST COMPANY OF LIBERIA

BY: [redacted]

AUTHORIZED SIGNATURE

Dated: April 24, 1990

NOTARY CERTIFICATE

REPUBLIC OF LIBERIA)
: SS:
COUNTY OF MONTSERRADO)

On this 24th day of April , 1990 , before me personally came E.B. Lewis to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that the execution thereof was his act and deed.

[redacted]

Robert B. Anthony

Notary Public

$2.50 REVENUE STAMPS ON ORIGINAL

****

ARTICLES OF INCORPORATION

OF

CHANTRY HOLDINGS LIMITED

PURSUANT TO THE LIBERIAN BUSINESS CORPORATION ACT

****

ARTICLES OF INCORPORATION

PURSUANT TO THE LIBERIAN BUSINESS CORPORATION ACT

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Liberian Business Corporation Act, hereby make, subscribe, acknowledge and file in the Office of the Minister of Foreign Affairs this instrument for that purpose, as follows:

A. The name of the corporation shall be:

CHANTRY HOLDINGS LIMITED

B. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the Liberian Business Corporation Act.

C. The registered address of the Corporation in Liberia shall be 80 Broad Street, Monrovia, Liberia. The name of the Corporation's registered agent at such address shall be The International Trust Company of Liberia.

D. The aggregate number of shares of stock that the Corporation is authorized to issue is Five Hundred (500) registered and/or bearer shares without par value.

The Corporation shall mail notices and information to holders of bearer shares to the address provided to the Corporation by the shareholder for that purpose.

The holder of a stock certificate issued to bearer may cause such certificate to be exchanged for another certificate in his name for a like number of shares, and the holder of shares issued in the name of the owner may cause his certificate to be exchanged for another certificate to bearer for a like number of shares.

E. The corporation shall have every power which a Corporation now or hereafter organized under the Liberian Business Corporation Act may have.

F. The name and mailing address of each incorporator of these Articles of Incorporation and the number of shares of stock subscribed by each incorporator is:

Name	Post Office Address	No. of Shares of Common Stock Subscribed
E. B. Lewis	80 Broad Street Monrovia, Liberia	One

G. The number of directors constituting the initial Board of Directors is three (3).

H. The Board of Directors as well as the Shareholders of the Corporation shall have the authority to adopt, amend or repeal the by-laws of the Corporation.

I. Corporate existence shall begin upon filing these Articles of Incorporation with the Minister of Foreign Affairs as of the filing date stated on these Articles.

IN WITNESS WHEREOF, I have made, subscribed and acknowledged this instrument on this 24th day of April, 1990.

[redacted]

E. B. Lewis

$12.00 REVENUE STAMPS ON ORIGINAL

NOTARY CERTIFICATE

REPUBLIC OF LIBERIA)
: SS:
COUNTY OF MONTSERRADO)

On this 24th day of April, 19 80,
before me personally came W. S. Lewis
to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that the execution thereof was his act and deed.

[redacted]

Robert B. Anthony

Notary Public

$2.50 REVENUE STAMPS ON ORIGINAL

N1

THE INTERNATIONAL TRUST COMPANY OF LIBERIA

The International Trust Company of Liberia hereby accepts its appointment as Registered Agent for

CHANTRY HOLDINGS LIMITED

and hereby certifies that the office of The International Trust Company of Liberia is located at 80 Broad Street, City of Monrovia, County of Montserrado, Republic of Liberia.

THE INTERNATIONAL TRUST COMPANY OF LIBERIA

BY: _____

AUTHORIZED SIGNATURE

Dated: April 24, 1990

THE REPUBLIC OF THE MARSHALL ISLANDS
REGISTRAR OF CORPORATIONS

CERTIFICATE OF REGISTRATION OF DOMESTICATION/REDOMICILATION

I HEREBY CERTIFY, that

CHANTRY HOLDINGS LIMITED

A corporation organized (chartered, incorporated, etc) under the laws of **Liberia** on **April 24, 1990**, has domesticated/redomiciled into the Republic of the Marshall Islands on

February 16, 2001

and that upon such examination, as indicated by the records of this Registry, said corporation continues as a Marshall Islands corporation governed by the provisions of the Business Corporation Act.

WITNESS my hand and the official seal of
the Registry on **16th February 2001.**

[redacted]

Deputy Registrar

[redacted]

CHANTRY HOLDING LIMITED
Company No. 5349
Incorporated under the laws of Liberia and redomiciled in the Marshall Islands
(the "Company")

WRITTEN RESOLUTIONS OF THE SOLE DIRECTOR OF THE COMPANY PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY

DEED OF VARIATION AND UNILATERAL UNDERTAKING RELATING TO DEVELOPMENT AT THE LAND ON THE NORTH SIDE OF THE RISE, PARTRIDGE GREEN, WEST SUSSEX

NOTED THAT:-

A. Mr John Cornelius Sullivan and the Company are the registered proprietors of the property known as the land on the north side of The Rise, Partridge Green, West Sussex (the "Property").

B. To facilitate the submission of an appeal for the planning permission in relation to the development of the Property, the Company together with Mr John Cornelius are required to enter into a Deed of Agreement and an Unilateral Undertaking with Rydon Homes Limited and Horsham District Council on the terms set out in the respective documents. Copies of the Deed of Agreement and Unilateral Undertaking are annexed hereto as Appendix A.

RESOLVED THAT:-

1. The Deed of Agreement and Unilateral Undertaking be and are hereby noted, confirmed and approved.

2. Approval be and is hereby given to the Company to enter into the transaction.

3. Any Director be and is hereby authorised from time to time to negotiate and to agree to the terms and conditions of the Deed of Agreement and Unilateral Undertaking for and on behalf of the Company and any variations and/or amendments thereto from time to time for and on behalf of the Company and the signature of any Director of the Company thereto shall be evidence of such agreement.

4. Any Director of the Company be and is hereby authorised to sign or execute the Deed of Agreement and Unilateral Undertaking and all notices, agreements, deeds and other documents for and on behalf of the Company in connection with the transaction and to do all acts, deeds and things as may be necessary or required for and on behalf of the Company in connection with the transaction, and/or the transactions contemplated thereunder as may be required by the Company.

Date: 2 January 2024



Ban Su Mei
Director