

DATED 24th April 2006

BROADLAND DISTRICT COUNCIL

- AND -

BROADLAND PRIMARY CARE TRUST

ADJUSTMENT AGREEMENT IN RESPECT OF A CAPITAL SUM

FC/JKH-BDCCTR/20423 (Adjustment Agreement)

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THIS AGREEMENT is made on 24th April 2006

BETWEEN:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road
Thorpe St Andrew Norwich Norfolk NR7 0DU ("the Council" which
expression shall include its successors or assigns); and
- (2) BROADLAND PRIMARY CARE TRUST of Sapphire House Roundtree Way
Norwich NR7 8SS ("Broadland" which expression shall include its successors
or assigns)

WHEREAS:

- (A) The Council and Broadland are parties to the Section 106 Agreement
- (B) The Section 106 Agreement provides for an adjustment to be made (if
necessary) to the capital sum, the Off Site Affordable Housing Commuted
Sum in accordance with the provisions of this Adjustment Agreement

NOW IT IS AGREED as follows:-

1. (1) In this Adjustment Agreement the following expressions shall have the
following meanings:-

"the Off Site Affordable Housing Commuted Sum"	the capital sum of three hundred thousand pounds (£300,000) as Index-linked pursuant to Clause 8 of the Section 106 Agreement
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"the Open Market Value"	means the best price at which the sale of the Site might reasonably be expected to have been completed unconditionally for cash consideration
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on the date in question assuming:

- (a) a willing vendor and a willing purchaser;
- (b) that prior to the date of valuation there had been a reasonable period (having regard to the nature of the land in question and the state of the market) for the proper marketing of the site for the agreement of price and terms for the completion of the sale;
- (c) that the state of the market level of values and other circumstances are on any earlier assumed date of exchange of contracts the same as on the date of valuation

"the Section 106 Agreement"	the Agreement of 23 rd March 2006 made between the Council, Broadland, Norfolk County Council, Wherry Housing Association Limited and the Trustees of the Aylsham and District Care Trust
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"the Site"	the area of land defined as the Site in the Section 106 Agreement
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"the Total Sale Price"	the total sum for which the Site (or an interest therein) has been sold transferred or conveyed
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2. It is hereby agreed that:-

2.1 Subject always to clauses 3 and 4 below in the event that after the date of this Adjustment Agreement Broadland produce evidence to show that the Total Sale Price for the Site is less than £5,005,600 then the Off Site Affordable Housing Commuted Sum will be reduced in accordance with the figures set out below:-

- (a) If the Total Sale Price is under £5,005,600 but above or equal to £4,947,200 then the Off Site Affordable Housing Commuted Sum shall be £270,000
- (b) If the Total Sale Price is under £4,947,200 but above or equal to £4,888,800 then the Off Site Affordable Housing Commuted Sum shall be £240,000
- (c) If the Total Sale Price is under £4,888,800 but above or equal to £4,830,400 then the Off Site Affordable Housing Commuted Sum shall be £210,000
- (d) If the Total Sale Price is under £4,830,400 but above or equal to £4,772,000 then the Off Site Affordable Housing Commuted Sum shall be £180,000
- (e) If the Total Sale Price is under £4,772,000 but above or equal to £4,713,600 then the Off Site Affordable Housing Commuted Sum shall be £150,000
- (f) If the Total Sale Price is under £4,713,600 but above or equal to £4,655,200 then the Off Site Affordable Housing Commuted Sum shall be £120,000

- (g) If the Total Sale Price is under £4,655,200 but above or equal to £4,596,800 then the Off Site Affordable Housing Commuted Sum shall be £90,000
- (h) If the Total Sale Price is under £4,596,800 but above or equal to £4,538,400 then the Off Site Affordable Housing Commuted Sum shall be £60,000
- (i) If the Total Sale Price is under £4,538,400 but above or equal to £4,480,000 then the Off Site Affordable Housing Commuted Sum shall be £30,000
- (j) If the Total Sale Price is under £4,480,000 then the Off Site Affordable Housing Commuted Sum shall be £0

3. The provisions of this Agreement shall not apply to a disposal of the Site or any part thereof by way of gift or intra-group transfer or a disposal of the Site by way of part exchange, grant of rights or building works

4.1 If within two months of receipt of evidence of the Total Sale Price the Council give notice in writing to Broadland that it considers that the Total Sale Price is less than the Open Market Value then at the election of the Council the Open Market Value of the Site shall be determined by an independent Chartered Surveyor of no less than ten years standing having experience of residential property in the District of Broadland and upon his/her appointment he/she shall notify both parties of his/her agreement to act and allow them ten working days to make representations as to their opinion on the Open Market Value of the Site.

4.2 Within 10 working days of the expiry of the period for the parties to make representations the independent Chartered Surveyor shall give notice to both parties of his/her decision as to the Open Market Value of the Site which shall be binding upon the parties save in the case of manifest error

4.3 The costs of the independent Chartered Surveyor shall be borne as follows:

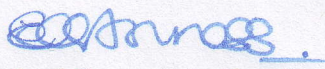
- (a) If the independent Chartered Surveyor finds for Broadland then his/her costs shall be met by the Council
- (b) If the independent Chartered Surveyor finds for the Council then his/her costs shall be met by Broadland
- © In any other circumstance the independent Chartered Surveyor shall order that his/her costs be borne by either party or between the parties whether in equal proportions or otherwise as he/she shall think reasonable in the circumstances of the particular case and that party or the parties (as the case may be) must bear such ordered costs.

4.4 If either party shall object to the independent Chartered Surveyor appointed or the independent Chartered Surveyor shall be unwilling or unable to complete the determination of the Open Market Value of the Site within twenty working days of appointment then either party shall be entitled to apply to the President for the time being of the Royal Institution of Chartered Surveyors for the appointment of a replacement and on his/her appointment the provisions of these clauses 4.1 to 4.4 shall apply to the independent Chartered Surveyor so appointed.

IN WITNESS whereof this Agreement has been executed by the parties hereto and is intended to be and it hereby delivered on the date first above written

EXECUTED as a deed by affixing)
the COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
in the presence of:-)




Head of Corporate Services
and Monitoring Officer



EXECUTED as a deed by affixing)
the COMMON SEAL of)
BROADLAND PRIMARY CARE TRUST)
in the presence of:-)

James Case

Authorised Signatory

[Signature]

Authorised Signatory