

T H I S A G R E E M E N T is made the 15th day of
December One Thousand Nine Hundred and Ninety Seven

B E T W E E N THE CITY COUNCIL OF LANCASTER of the Town Hall Lancaster (hereinafter called "the City Council") of the first part and BARRY ROBINSON LEISURE LIMITED whose registered office is situate at The Longlands Hotel Burton Road Tewitfield Carnforth Lancashire (hereinafter called "the Developer") of the second part and MIDLAND BANK PLC of Preston Securities Centre 39 Fishergate Preston PR1 2DE (hereinafter called "the First Mortgagee") of the third part and BASS BREWERS LIMITED of 137 High Street Burton-on-Trent Derbyshire (hereinafter called "the Second Mortgagee") of the fourth part

W H E R E A S:-

- (1) The City Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the area within which the land described in the Schedule hereto (hereinafter called "the land") is situate
- (2) The Developer is the freehold owner of the land registered at H.M. Land Registry under title number LA 607808
- (3) The Developer has by written application deposited with the City Council under reference 96/00911 applied for outline permission to develop the land by the erection of 57 holiday units shop reception restaurant and fitness centre with associated parking
- (4) The City Council is now satisfied that the development disclosed by the above mentioned application is such as may be approved under the Act subject to conditions and subject to the requirements and actions set out in the Second Schedule hereto

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act as amended by Section 12 of the Planning and Compensation Act 1991 and is a planning obligation for the purposes of S.106(9) of the Act

2. The Developer covenants as follows:-

(i) To complete all the works and do all the actions set out in the Second Schedule hereto and comply with all the requirements therein

(ii) To comply with all conditions contained in the planning permission to be issued under reference 96/00911/OUT

3. The First and Second Mortgagees agree to be a party to this deed to confirm their agreement to the Developer entering into such covenants and acknowledge that they have full notice of this deed and are bound by its terms

4. (i) Any notices or documents required to be served or sent to the City Council by the Developer shall be sufficiently served or sent to the City Council's City Solicitor for the time being at Town Hall Dalton Square Lancaster LA1 1PJ by recorded delivery post

(ii) Any notices of documents required to be served or sent to the Developer will be sufficiently served if sent in accordance with the Companies Act 1985

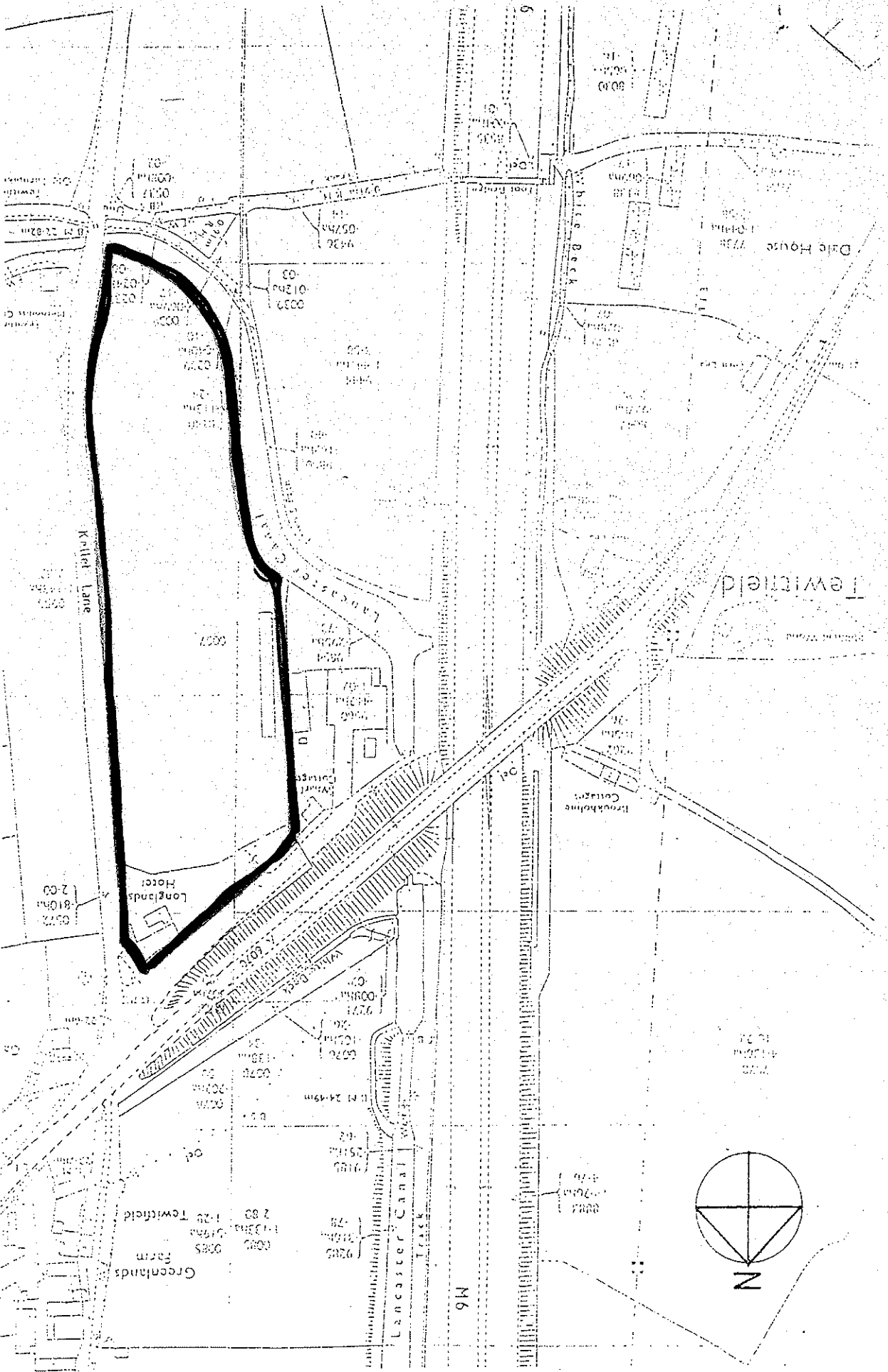
5. The Developer will pay to the City Council on completion of this Agreement the proper legal costs for the drafting and preparation of this Agreement

In witness whereof the City Council and the Developer have executed this Agreement as their deed the day and year first before written

FIRST SCHEDULE

ALL that piece of land situated immediately to the rear of the Longlands Hotel Tewitfield Warton Near Carnforth Lancashire shown edged red on the plan attached hereto

LOCATION PLAN 1:2500



SECOND SCHEDULE

DEVELOPERS COVENANTS

1. Before any of the holiday units are occupied the Developer will produce to the City Council's Chief Planning Officer a management scheme which will provide inter alia

(a) that no licence to occupy or other contract for occupation can be construed as a tenancy protected by the Landlord and Tenant Act 1954 Leasehold Reform Act 1967 Protection from Eviction Act 1977 or the Housing Act 1988 or any statutory modification or re-enactment thereof

(b) (i) not to allow occupation of any holiday unit as a permanent residence

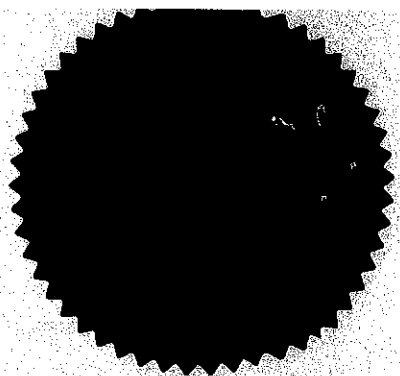
(ii) not to use any of the units other than as holiday accommodation only (which may be let to individuals or connected group of persons for a period not exceeding eight weeks in any one calendar year)

(iii) not to permit the units (numbered 1 to 31) to be occupied by any person or to allow them to be occupied for a continuous period between the 17th and 31st January in each year and not to permit the units (numbered 32 to 63) to be occupied by any person or to allow them to be occupied for a continuous period between 1st and 14th February in each year or any other period of two weeks in a calendar year as may be agreed in writing with the Council's Chief Planning Officer

2. On demand from time to time to produce to the City Council's Chief Solicitor for the time being a copy of any such sale letting or other Agreement to show compliance with this Agreement

THE COMMON SEAL of LANCASTER)
CITY COUNCIL was hereunto)
affixed in the presence of:-)

M. S. [Signature]



THE COMMON SEAL of BARRY)
ROBINSON LEISURE LIMITED was)
hereunto affixed in the)
presence of:-)

MINN^o PA 102
[Signature]
[Signature]

SEAL REGISTER	18.197
NUMBER	17322

DATED 10th December 1997

LANCASTER CITY COUNCIL

and

BARRY ROBINSON LEISURE LIMITED

Agreement pursuant to Section 106
Town and Country Planning Act 1991
relating to the erection of
57 holiday units, shop, reception
restaurant and fitness centre with
associated parking upon land to the
rear of The Longlands Hotel, Tewitfield,
Burton Road, Priest Hutton

M. H. DUDFIELD,
DIRECTOR OF LEGAL AND
ADMINISTRATIVE SERVICES
LANCASTER CITY COUNCIL

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