Dated 17 November 2008

THE COUNCIL OF THE CITY OF MANCHESTER

BRACKEN HOUSE PROPERTIES LIMITED LIABILITY PARTNERSHIP

AGREEMENT

pursuant to Section 106 Town and Country Planning Act 1990
relating to land at Ogden Lane, Lees Street and Dorman Street, Openshaw
in the City of Manchester

City Solicitor
Manchester City Council
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA

L/BH/EVD3001/2412

THIS AGREEMENT is made the 17 day of November 2008 BETWEEN THE COUNCIL OF THE CITY OF MANCHESTER of Town Hall, Albert Square, Manchester ("the Council") of the first part and BRACKEN HOUSE PROPERTIES LIMITED LIABILITY PARTNERSHIP (LLP registration number OC320193) whose registered office is at Sterling House, Unit G Waterford Business Park, Bury, Lancashire, BL9 7BR ("the Owner" which expression shall include the successors in title and assigns of the Owner) of the second part

WHEREAS

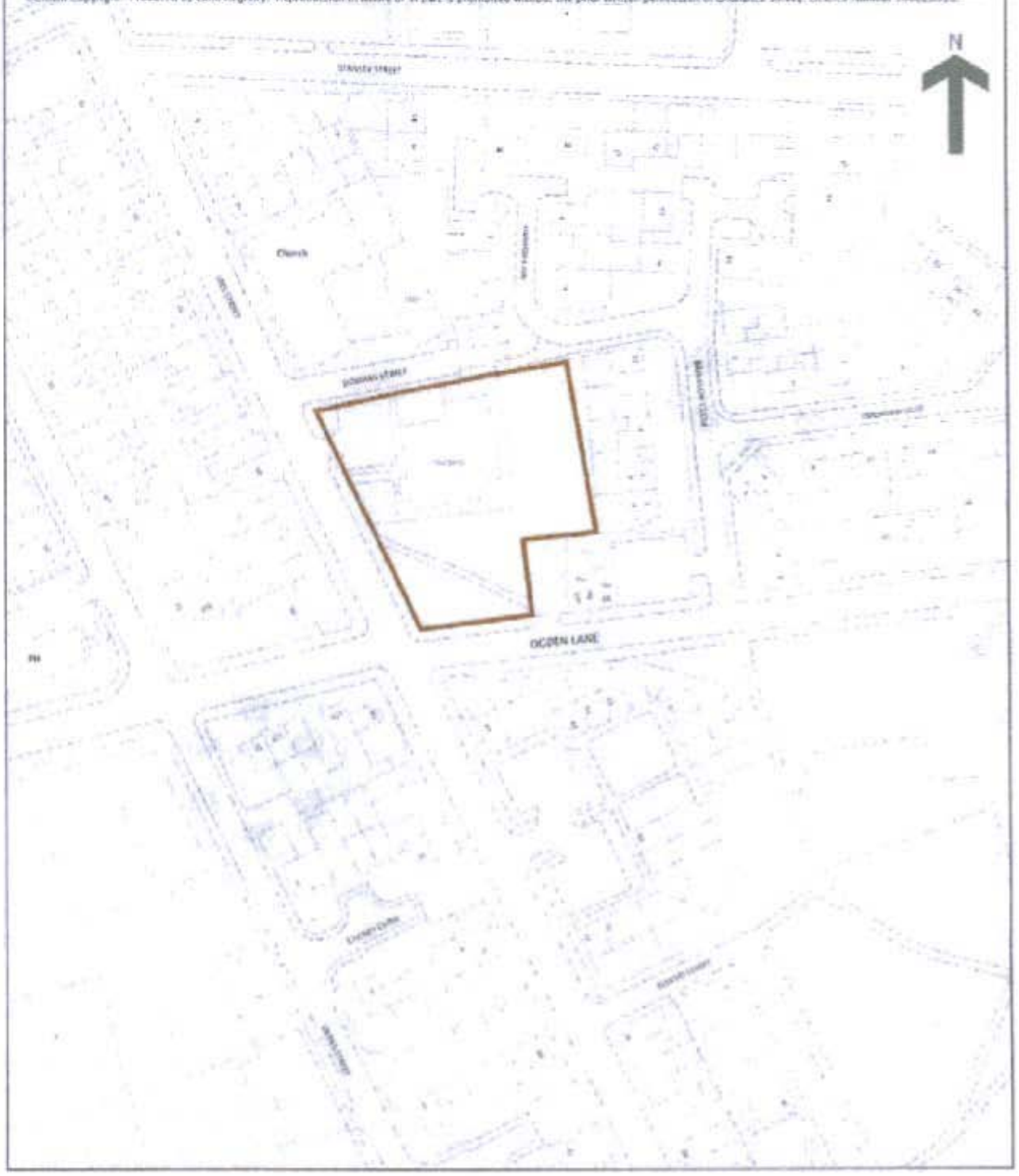
(1) In this Agreement unless the context otherwise requires the following words and expressions and phrases shall have the meanings hereby ascribed to them

"Act"	shall mean the Town and Country Planning Act 1990
"Application"	shall mean the application for planning permission received by the Council under reference number 085135/FO/2007/N2
"Commencement Date"	shall mean the date upon which the Development is commenced by the carrying out of a material operation as defined in section 56 of the Act and "Commence Development" shall have the corresponding meaning
"Development"	shall mean the development of the Land pursuant to the Planning Permission and substantially comprising the erection of 11 (eleven) two and three storey dwellinghouses comprising 6 (six) semi-detached dwellings, 1 (one) detached dwelling and 4 (four) town houses with a new access road from Dorman Street and associated car parking, landscaping and boundary treatments

Land Registry
Official copy of title plan

Title number MAN7572
Ordnance Survey map reference SJ8897SE
Scale 1:1250
Administrative area GREATER MANCHESTER: MANCHESTER

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"Inflation"	shall mean the number of the General Index of Retail Prices (All Items) for the specified month produced by the Office for National Statistics
"Land"	shall mean the land against which this Agreement by Deed may be enforced and being all that land at Ogden Lane, Lees Street and Dorman Street, Openshaw, Manchester as shown edged red on the attached plan
"Planning Obligations"	shall mean the obligations of the Owner specified in the Schedule to this Agreement
"Planning Permission"	shall mean planning permission under the Act for the Development to be granted pursuant to the Application
"Stakeholder Account"	shall mean an account held by the Council's City Treasurer and his authorised officers at the Co-operative Bank plc in which the monies paid under the Planning Obligations are held

(2) A reference in this Agreement to an act of Parliament or to any order, regulation, statutory instrument or the like shall include a reference to any amendment or re-enactment of the same.

(3) Words importing the masculine gender include the feminine gender and vice versa and words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.

(4) Any headings or side notes are for ease of reference only and shall not affect the construction of this Agreement.

(5) If any party to this Agreement comprises more than one party then that party shall be jointly and severally liable under this Agreement.

(6) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situate and is minded to grant the Planning Permission subject to the completion of this Agreement.

(7) The Owner is the registered proprietor with title absolute of the freehold of the Land registered under title number MAN7572 at the Land Registry.

(8) The planning purpose of this Agreement is to improve the amenity of land in the locality of the Land with benefit for occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations.

NOW THIS DEED WITNESSETH as follows:

1. This Agreement is made in pursuance of Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other powers and enactments which may give validity hereto and facilitate the enforcement of the obligations and provisions herein contained.

2. The Owner consent to its interest in the Land being bound by this Agreement and covenants with the Council in the terms set out in the Schedule to this Agreement, those covenants being planning obligations under section 106 of the Act and enforceable by the Council.

3. The Owner covenants with the Council to pay to the Council on the date hereof such sum as notified in respect of the Council's costs in connection with this Agreement.

4. The Council covenants with the Owner to issue the Planning Permission on the date hereof.

5. The amount payable under the Planning Obligations shall be increased by the application of the formula A = B x C / D provided that C / D shall always be greater than or equal to 1 and with the following definitions:
A is the sum actually payable on the date upon which the amount due under the Planning Obligations is paid ("Specified Date")
B is £33,000 (thirty three thousand pounds)
C is Inflation for the month closest to the Specified Date and which has been published by the Specified Date
D is Inflation for the month in which this Agreement is dated

6. Nothing herein contained or implied shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of its functions as a local authority and the rights, powers, duties and obligations of the Council under all public and private statutes, byelaws, orders and regulations may be fully and effectually exercised in relation to the Land or any part thereof and any works executed thereon as if this Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and any other authority from exercising powers of compulsory purchase in respect of any part of the Land.

7. No failure or delay by the Council to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

8. In respect of the sums payable by the Owner to the Council under the Planning Obligations, the Council covenants with the Owner:
   8.1 to pay such sums into the Stakeholder Account and hold such sums therein until the withdrawal of such sums as may be required for the purposes specified in the Planning Obligations

8.2 to use such sums withdrawn from the Stakeholder Account solely and exclusively for the purposes specified in the Planning Obligations

9. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement.

10. If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

11. Any approval given by the Council under this Agreement or for the purposes of this Agreement shall not be deemed to be approval for any other purpose whatsoever.

12.. Nothing in this Agreement prohibits or limits the right to develop any part of the Land in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

13. This Agreement shall be registered in the Council's Register of Local Land Charges immediately on completion thereof.

14. The Owner will at its own expense immediately following completion of this Agreement make an application to the Land Registry for registration of this Deed on the Title Registers for the Land registered under Title Numbers GM785417 and MAN7572 and will inform the Council's Legal Services Section once registration has been effected.

15. If any sum payable under the terms of this Agreement is not paid at the time specified herein the party responsible for making the payment shall pay to the Council interest on such sum calculated on a daily basis and compounded quarterly from the due date until payment at the rate of 4% per annum over the Co-Operative Bank plc base rate from time to time in force and such amount shall be recoverable by action as a liquidated sum.

16. The Owner agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the Planning 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 or unit of occupation purchased by reference to a plan.

17. The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

18. All correspondence in connection with this Agreement shall be sent to the Council at the following address or such other address as may be notified from time to time: Planning Department, Ref. 085135/FO/2007/N2, Manchester City Council, PO Box 463, Town Hall, Manchester, M60 3NY.

IN WITNESS whereof this Agreement has been executed as a deed in the manner hereinafter appearing and delivered the day and year first before written.

SCHEDULE

THE PLANNING OBLIGATIONS

1. The Owner covenants with the Council not to Commence Development, nor to allow nor to permit the same, until it has complied with paragraph 2 of this Schedule.

2. The Owner covenants with the Council to pay to the Council on the Commencement Date the sum of £33,000 (thirty three thousand pounds) for the purpose of improving and maintaining the public realm, public facilities and public infrastructure in the vicinity of the Land and for the purpose of any other costs and expenses in connection with or incidental to the same.

3. The Owner covenants that no later than 1 (one) month from the Commencement Date it will notify the Council in writing of the Commencement Date.

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THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:



Authorised Signatory

SIGNED AS A DEED by BRACKEN HOUSE PROPERTIES LLP acting by a director and its secretary/ two directors

Director MEMBER

MEMBER

Director/Secretary