

THIS AGREEMENT is made the 20th day of October One thousand nine hundred and eighty-eight BETWEEN UNITED BISCUITS (UK) LTD of 12 Hope Street Edinburgh, Scotland (hereinafter called "the Owner") of the one part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall Euston Road London NW1 2RU (hereinafter called "the Council") of the other part

WHEREAS

- (1) By virtue of a lease dated 5th May 1987 and made between L.C. Lammerton Ltd and United Biscuits (UK) Ltd the Owner occupies Unit 1 of 126-138 Camden High Street (hereinafter called "the Land") for a term of 35 years from 25th March 1987
- (2) The Council is the local planning authority for the London Borough of Camden in which the land is situated for the purposes of the Town and Country Planning Act 1971 (hereinafter called "the Act")
- (3) Application was made on the 21st November 1986 for planning permission for change of use of the basement and ground floor of the building on the Land from shop to restaurant
- (4) The Council is prepared to grant permission for the said application subject to the conditions restrictions provisions and other matters referred to herein
- (5) The Owner and the Council have agreed to make provision to regulate the development of the Land in the manner hereinafter appearing and pursuant to the statutory powers hereafter referred to
- (6) The Council has resolved to approve and grant consent to the aforesaid application for development of the Land for the purposes of the Act subject to the completion of this agreement and the conditions mentioned in the planning permission of even date herewith relating to the land of reference PL8602278 (hereinafter called "the Planning Permission")

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14 OCT 1988
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Land such covenants being made to secure the carrying out of works or regulating the use of the land

9. The Owner hereby agrees covenants and undertakes with the Council to pay to them the cost of providing a pedestrian crossing to facilitate access to the restaurant permitted by the planning permission PROVIDED ALWAYS that the Owner shall not be liable to pay more than £30,000 towards or in satisfaction of such costs and the Owner shall pay such costs to the Council within 21 days of a demand therefor from the Council

10. The Council covenants with the Owner that it shall construct or cause to be constructed in Camden High Street within 18 months from the date hereof a pedestrian crossing facilitating access to the restaurant permitted by the planning permission such pedestrian crossing to be located within the area shown cross-hatched in Camden High Street on the plan attached hereto

11. The Owner covenants to pay to the Council the costs of and incidental to the preparation and execution of this agreement in the sum of £60 plus VAT

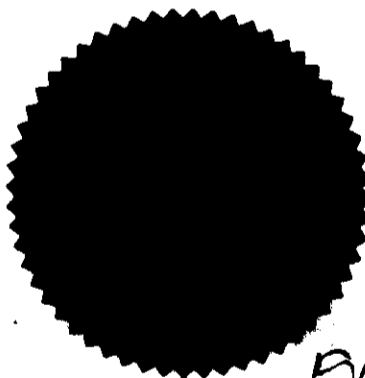
12. This Agreement shall be governed by the Law of England and Wales.

IN WITNESS whereof the parties hereto have hereunto affixed their Common Seals the day and year first before written

THE COMMON SEAL OF UNITED)
BISCUITS (UK) LTD was hereunto)
affixed in the presence of:)

[Signature]
Director

[Signature]
Secretary



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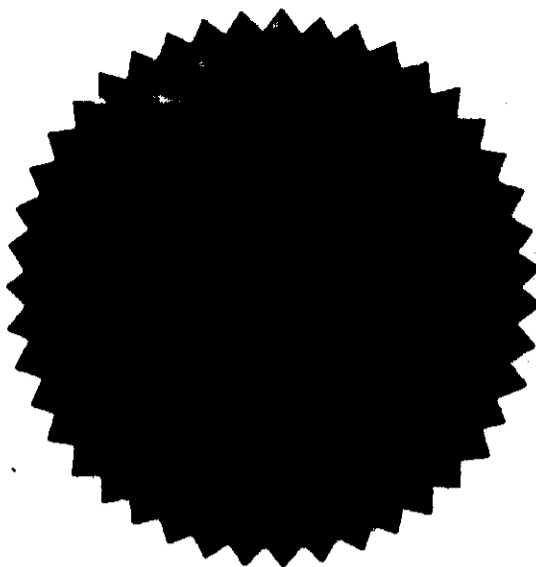
NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 52 of the Act
Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and
Section 16 of the Greater London Council (General Powers) Act 1974 and
Section 111 of the Local Government Act 1972
2. The Owner hereby covenants with the Council that it will not make
any claim for compensation in respect of any condition restriction
provision or other matter mentioned in this Agreement or arising from the
existence of this Agreement
3. The Owner hereby covenants with the Council that it will observe
and perform the conditions restrictions provisions and other matters
mentioned herein and in the Planning Permission
4. This Agreement is without prejudice to and shall not be construed
as derogating from any of the rights powers and duties of the Council
pursuant to any of its statutory functions or in any other capacity
5. The expressions "the Owner" and "the Council" shall include their
respective successors in Title and Assigns
6. The provisions of Section 196 of the Law of Property Act 1925 (as
amended) shall apply to any notice to be served under or in connection
with this Agreement any notice to the Council to be in writing and
addressed to Chief Executive (Reference: Legal/PL256) London Borough of
Camden Town Hall Euston Road London NW1 2RU and any notice to the Owner
to be addressed to 10 Windmill Road, London W4 1SD
7. Nothing in this Agreement shall imply any obligation on the part
of the Council to the Owner or to any person to ensure that the
development and works mentioned herein are properly constructed
8. Section 33 of the Local Government (Miscellaneous Provisions) Act
1982 shall apply to all covenants herein contained and relating to the

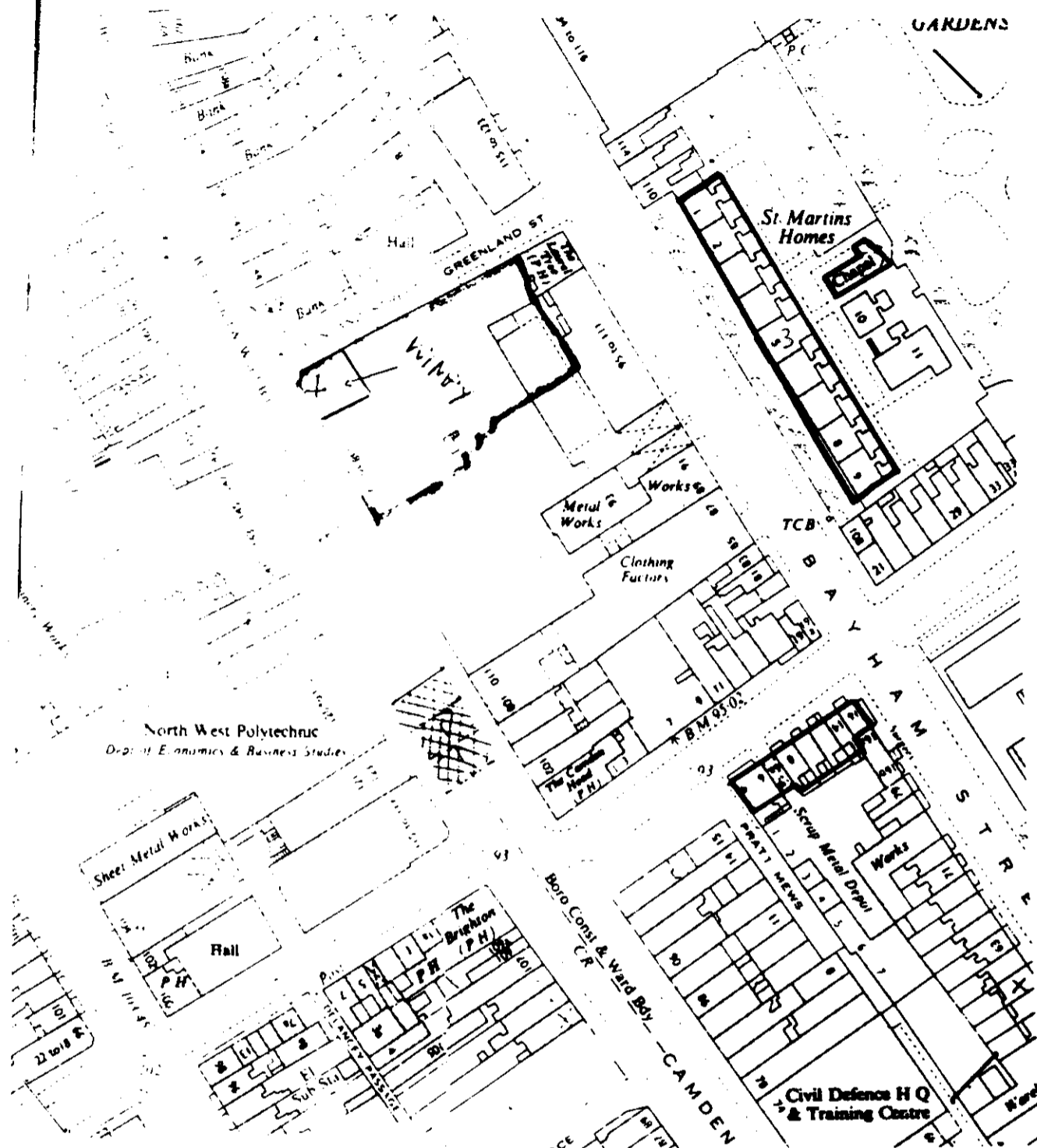
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THE COMMON SEAL OF THE MAYOR)
AND BURGESSSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
affixed by Order:)

Chief Executive



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Jwn.
PPLI



London Borough of Camden
 Town and Country Planning Act 1971 (sections 36 & 37)
 APPLICATION DATED

Mises

BOWMANS