

THIS A G R E E M E N T is made the <sup>P.1</sup> 17<sup>th</sup> day  
of ~~October~~ <sup>October</sup> One thousand nine hundred and  
eighty-seven BETWEEN MILTON KEYNES DEVELOPMENT CORPORATION of  
Saxon Court 502 Avebury Boulevard Central Milton Keynes in the  
County of Buckingham (hereinafter called "the Corporation"  
which expression shall where the context so admits include its  
successors in title and assigns) of the one part and the  
Company whose name and registered office is specified in the  
First Schedule hereto (hereinafter called "the Developer") of  
the other part

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

PART I  
(Definitions)

1. In this Agreement the expressions set out hereunder shall have the respective meanings set out opposite them:

(1) "the Total Plans"

The plans elevations sections specifications and development programme of buildings premises and works which the Developer is desirous of constructing and carrying out on "the Site" (herein defined) which have been approved by the Corporation prior to the date hereof and endorsed to the effect that they are the Total Plans referred to in this clause and signed on behalf the Corporation and the Developer

(2) "the Approved Plans"

Those parts of the Total Plans relating to "the Premises" (herein defined) comprising the entirety of the Total Plans other than those exclusively relating to "Phase II" as marked thereon

(3) "the Site"

The land described in the Second Schedule hereto

(4) "the Premises"

The buildings and premises to be erected by the Developer on the Site pursuant to the terms of this Agreement (including landscaping that part of

- the Site which is not to be built upon) in accordance with the Approved Plans
- (5) "the Commencement Date" The date specified in Part I of the Third Schedule hereto
- (6) "the Satisfaction Date" The date specified in Part II of the said Third Schedule
- (7) "the Purchase Price" The sum specified in the Sixth Schedule hereto
- (8) "the Draft Conveyance" The form of conveyance marked "Draft Conveyance" annexed hereto
- (9) "the Completion Date" A date fourteen days after the date the Premises are completed to the satisfaction of the Corporation in accordance with this Agreement

PART II  
(The Licence)

2. (1) In consideration of the Purchase Price now paid by the Developer to the Corporation (receipt whereof is hereby acknowledged) and of the obligations on the part of the Developer contained herein the Corporation HEREBY GRANTS to the Developer from the date hereof immediate licence and authority to enter upon the Site for the purposes of carrying this Agreement into effect but for no other purposes whatsoever subject to the provisions of the Lease referred to in the Seventh Schedule hereto

(2) Subject as aforesaid the Developer HEREBY AGREES to hold the Site as licensee of the Corporation and it is DECLARED by the parties that no relationship of landlord and tenant is intended to be created by these presents

PART III

(Provisions as to construction of the Premises)

3. The Developer HEREBY COVENANTS with the Corporation as follows:-

(1) (a) On or prior to the Commencement Date to commence and thereafter diligently to proceed with and complete prior to the Satisfaction Date the erection and completion upon

the Site of the Premises in accordance with the Approved Plans and (if any) the development programme bound up therein and to the satisfaction of the Corporation PROVIDED ALWAYS that if the Developer shall be prevented or delayed in completing the construction of the Premises by the Satisfaction Date due to force majeure unavailability of labour or materials or similar circumstances reasonably beyond the control of the Developer and not foreseeable at the date hereof then and in such event the Developer shall be granted such extension of time for the completion of the construction of the Premises as the Corporation shall certify as being fair and reasonable in the circumstances

(b) Without prejudice to the generality of clause 3(1)(a) above to construct the Premises in a good and workmanlike manner using materials of good quality so that both the work and materials will be fit for the purpose for which they are intended

(2) To apply for and to obtain and/or where appropriate comply with all necessary:-

(i) approvals of the local authority under building regulations and bylaws and

(ii) consents licences or approvals of any other competent authority permitting the erection on the Site of the Premises

(3) At all times during the construction of the Premises to observe and perform the stipulations contained in the Fourth Schedule hereto

(4) To permit the Corporation and all persons authorised by it at all reasonable times to enter upon the Site to view the state and progress of the Premises to inspect and test the materials and workmanship and (provided that any such works shall not unreasonably impede the construction of the Premises and that the person or persons carrying out such works shall make good all damage to the Site and the Premises occasioned thereby) for any other reasonable purpose (including the laying construction and repairing or cleansing of any sewer drain electricity or telecommunications cable gas or water main from any adjoining land of the Corporation or any public highway) and upon default by the Developer as hereinafter mentioned to enter upon the Site or any part thereof or any buildings thereon for the purpose of protecting repairing and maintaining the Site or any works undertaken by the Developer on the Site or any building erected thereon or removing any such works or buildings which are in contravention of this Agreement at the expense of the Developer which expense shall be recoverable from the Developer as a liquidated debt

(5) (a) Until the completion of the Premises in accordance with this Agreement to cause the same to be insured in the joint names of the Corporation the Developer and the Developers Contractor in accordance with Clause 22 of the Form of Building Contract (with quantities) published by the Joint

Contracts Tribunal (Local Authorities 1980 Edition) and to pay all premiums necessary for such insurance and to produce to the Corporation on demand the policy or policies of such insurance and the receipt for each such payment and to cause all monies received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstatement in accordance with the said clause 22 and in case the monies received in respect of such insurance as aforesaid shall be insufficient for that purpose to make up any deficiency out of the Developer's own money

(b) Not to do and to endeavour to prevent from being done upon the Site anything which:-

(i) may render the policy or policies of insurance void or voidable or

(ii) may make any increased premium payable in respect of such policy or policies unless the Developer first makes payment of such increased premium

(6) To keep and maintain the Site and all parts of the Premises in a neat and tidy condition to the reasonable satisfaction of the Corporation and so far as may be reasonably practicable to prevent anything which may be unnecessarily unsightly or offensive visually or otherwise

(7) To indemnify and keep indemnified the Corporation from and against all loss damage costs claims and any liability and expenses in respect of any injury to or the death of any person damage to any property movable or immovable the infringement disturbance or destruction of any rights easement or privilege or otherwise by reason of or arising out of the erection and completion of the Premises or the condition existence or user of the Site and/or the Premises

(8) Not to use or occupy the Premises or any part thereof or permit or suffer the same to be used or occupied until such time as the Premises shall have been completed in accordance with this Agreement and the Site is conveyed to the Developer pursuant to clause 7 hereof and in the event that the Developer shall so occupy (but without prejudice to any right or remedy available to the Corporation) to pay to the Corporation on completion of any conveyance of the Site to the Developer (in addition to any other sum which may then be payable) a sum equal to interest on that part of the Purchase Price remaining after deduction of a reasonable sum in respect of <sup>the</sup> land demised by the Lease referred to in the Seventh Schedule hereof at a daily rate equal to the prescribed rate referred to in Clause 10 hereof calculated from the date occupation began to the date of completion of any conveyance of the Site to the Developer (both dates inclusive)

(9) The Developer shall not cause or permit any obstruction of or damage to any footpath road or car park adjoining the Site and shall do all that may be necessary or which the Corporation requires in order to protect any such footpath road or car park and persons using the same against damage or injury arising from any activity carried out upon the

7

Site

4. PROVIDED that the Developer shall have produced to the Corporation prior to the date hereof any certificate consents or approvals required for the construction and use of the Premises the Corporation hereby authorises pursuant to Article 3 of the Town and Country Planning (New Towns) Special Development Order 1977 (and subject to any conditions or restrictions imposed by any such certificate consents or approvals) the construction of buildings premises and works in accordance with the Total Plans (except insofar as the same comprise matters falling within the provisions of the Town and Country Planning (Control of Advertisements) Regulations 1969 or any enactment or order for the time being amending or replacing the same) and the user thereof for the purpose specified in the Fifth Schedule hereto

PART IV  
(Developer's General Covenants)

5. The Developer HEREBY FURTHER COVENANTS with the Corporation as follows:-

(1) To pay all rates taxes claims assessments and outgoings whatsoever in respect of the Site or the Premises now or hereafter imposed or charged upon the owner occupier or otherwise

(2) Not to assign these presents or the benefit thereof or share or part with possession of or grant any licence or interest in respect of the Site and/or the Premises or any part thereof save that the Developer's building contractor employed in the construction of the Premises shall be permitted to enter the Site during and for the purposes of the construction of the Premises

(3) To pay all expenses (including solicitors' costs and surveyor's fees) incurred by the Corporation of and incidental to and in connection with:-

(a) any notices or consents required or given hereunder

(b) the preparation and completion of this Agreement and all stamp duties payable thereon or in connection therewith

(4) Upon the receipt of any notice order direction or thing from any competent authority affecting or likely to affect the Site and/or the Premises whether the same shall be served directly on the Developer or the original or a copy thereof be received from any other person whatsoever the Developer will:-

(a) so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require it so to do comply therewith at its own expense and

(b) forthwith deliver to the Corporation a copy of such notice order direction or other thing

(5) To observe and perform the covenants conditions stipulations restrictions and obligations on the part of "the Purchaser" contained in the "Draft Conveyance" as if the same were here set forth at length with such amendments only as are necessary to make them

(6) To observe and perform all covenants restrictions and other matters (if any) affecting the freehold title to the Site and to indemnify the Corporation from and against all costs claims demands and expenses arising out of any breach non-observance or non-performance thereof by the Developer

(7) The Developer shall forthwith after completion of any conveyance of the Site and the Premises to the Developer pursuant to clause 7 hereof take up occupation of the entirety of the Premises and to remain in occupation for not less than one year

#### PART V

(Relating to the conveyance of the Site)

6. It is HEREBY AGREED AND DECLARED that this part of this Agreement shall only come into effect on completion of the Premises in accordance with this Agreement and that the Developer's right to a conveyance of the Site as hereinafter mentioned is conditional thereon

7. It is HEREBY AGREED that:-

(1) the Corporation shall subject to the terms and conditions of this Agreement and to the Developer performing and observing the obligations and covenants on its part contained herein convey the freehold in the Site to the Developer on the Completion Date in consideration of the Purchase Price

(2) an engrossment of the conveyance of the Site (which shall be in the form of the Draft Conveyance) together with a duplicate (prepared by and at the expense of the Developer) bearing the Common Seal of the Developer shall be delivered to the Corporation not less than seven days before the Completion Date

(3) immediately after completion the Developer shall have the said duplicate stamped with a denoting stamp and shall deliver the same to the Corporation for its retention

(4) title to the Site having been deduced to the Developer or its Solicitors prior to entry into this Agreement it shall be deemed to purchase with full knowledge thereof and shall raise no enquiry or requisition thereon

(5) the Site will be conveyed:

(a) (i) together with the benefit of but except and reserving the rights easements and privileges specified in the Draft Conveyance

(ii) subject to the stipulations and restrictions covenants and obligations on the part of the Developer contained in the Draft Conveyance

(iii) subject to a lease of part of the Site particulars whereof are contained in the Seventh Schedule hereto

(b) (i) subject to any matter or thing registered or capable of registration in the Local Land Charges Registry and to all orders requirements proposals or notices served or given by any local or other competent Authority or person

(ii) subject to all rights of way drainage or other easements and privileges which may affect the Site or any part thereof without any obligation on the part of the Corporation to define the same

(c) Reserving to any Local or Statutory Authority Board or other undertaking the right to lay construct maintain or retain any pipes wires cables conduits sewers drains manholes electricity junction boxes turrets or other articles fittings or other apparatus now or within 80 years of the date hereof under over or through the Site or any part thereof the authority or undertaking exercising such right making good all damage occasioned thereby

(6) Unless the Corporation shall otherwise agree it shall not be required to convey or transfer the Site other than by one assurance to the Developer

#### PART VI (Corporation's Covenants)

8. The Corporation HEREBY COVENANTS with the Developer that if the same shall not be highways maintainable at public expense to indemnify the Developer from and against all costs and expense of the making up and repair of the roads upon which the Site abuts and securing the adoption of the said roads as highways maintainable at public expense PROVIDED THAT this covenant shall not extend to any road or roads which may now or at any time hereafter be constructed on any part of the Site AND PROVIDED FURTHERMORE THAT this indemnity shall cease immediately upon the adoption of such road and shall not apply to any subsequent road widening

**PART VII**  
**(General Provisions)**

9. IT IS HEREBY MUTUALLY AGREED as follows:-

(1) If any monies payable by the Developer under this Agreement shall be due but unpaid for twenty one days after the same shall respectively become due whether formally or legally demanded or not or if the Developer shall fail or neglect to perform and observe the covenants obligations and conditions on its part herein contained and shall fail to remedy any breach thereof within twenty eight days of the receipt of notice in writing to that effect (Provided that such notice shall not be served in circumstances where an extension of time has been granted or might reasonably be expected to be granted nor shall such notice otherwise be served unreasonably or vexatiously) or if the Developer shall go into liquidation or be wound up or if a Receiver shall be appointed then and in any such case it shall be lawful for the Corporation although it may not have taken advantage of some previous default of a like nature to re-enter upon and take possession of the Site and the Premises and all works and erections whatsoever thereon or any part thereof in the name of the whole with power to hold and dispose thereof whereupon this Agreement and every clause and thing herein contained shall at the option of the Corporation absolutely cease determine and become void but without prejudice to any right of action or remedy which may have accrued to the Corporation in respect of the recovery of any money due to the Corporation or any antecedent breach of any of the covenants or provisions herein contained

(2) (a) All disputes on the construction or interpretation of this Agreement shall be referred to conveyancing counsel to be appointed by the parties hereto in conjunction or failing agreement by the parties within seven days then (upon the application of either party) by the President (or failing him the Vice-President) for the time being of The Law Society of England and Wales and such conveyancing counsel shall act as an arbitrator under and pursuant to the provisions of the Arbitration Acts 1950 and 1979 and the costs of such conveyancing counsel shall be borne as he may determine

(b) All disputes on all matters other than the construction or interpretation of this Agreement shall be referred to a surveyor experienced in the development of industrial/warehousing premises to be appointed by the parties hereto in conjunction but failing agreement by the parties within seven days then (upon the application of either party) by the President (or failing him the Vice President) for the time being of the Royal Institution of Chartered Surveyors and such surveyor shall act as an expert and not as an arbitrator but shall consider written representations made to him by the parties and the costs of such surveyor shall be borne as he may determine and IT IS HEREBY AGREED AND DECLARED that the decision of such surveyor in connection with any dispute on any matter contained in the Fourth Schedule shall be final and binding upon the parties



(3) Nothing herein contained or implied shall prejudice or affect the Corporation's rights powers duties and obligations in the exercise of its functions as a Development Corporation and the same may be as fully and effectually exercised in relation to the Site and the Premises as if this Agreement had not been executed by it

(4) If any monies payable by the Developer to the Corporation under this Agreement shall be due but unpaid on the due date for payment then to pay on demand to the Corporation interest thereon at a rate equal to four per centum per annum (4%) above Barclays Bank plc Base Rate from time to time in force such interest to be calculated daily from the date such monies were due to the date such monies are received by the Corporation (both dates inclusive) Provided Always that the provisions of this sub-clause shall not prejudice any other right or remedy of the Corporation in respect of any breach of any of the covenants on the part of the Developer herein contained

(5) (a) No warranty express or implied shall be deemed to be given that the Site is suitable for the purpose for which it is required by the Developer and the Developer HEREBY DECLARES that it has satisfied itself that the Site is suitable for the development it proposes to carry out thereon pursuant to this Agreement

(b) The Corporation shall not be under any liability whatsoever in respect of any defect in the design of the Premises by reason of the Corporation having approved the Approved Plans or otherwise

(6) Any notice hereinbefore or by statute required to be served by the parties hereto shall be sufficiently served by the Corporation by being left or sent by post to the Developer at its address given in the First Schedule hereto and by the Developer by being left or sent by post to the Corporation addressed to its General Manager at Saxon Court 502 Avebury Boulevard Central Milton Keynes or such other address and/or to such other person as may be notified by either party to the other from time to time in writing

10. IF within two months from the date of this Agreement the Developer shall not have obtained the approval of any paramount authority to the plans and specifications of the Premises to be erected by the Developer in the form of the Approved Plans or if such paramount authority shall not have issued or having issued shall revoke or refuse to renew any requisite licences or authorities then the Corporation shall be entitled to rescind this Agreement by notice in writing to that effect served upon the Developer and upon service of such notice this Agreement and everything herein contained shall become null and void but without prejudice to any right of action or remedy which may have accrued to the Corporation to that date

11. This Agreement shall remain in full force and effect notwithstanding the Conveyance of the Site to the Developer pursuant to Part V of this Agreement with regard to any matter or thing remaining to be performed or observed by the Developer hereunder

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written

THE FIRST SCHEDULE above referred to  
(Particulars of Developer)

Name:- JOHN LEWIS plc

Registered Office:- 4 <sup>old</sup> Cavendish Street LONDON W1A 1EX b

THE SECOND SCHEDULE above referred to  
(The Site)

Land at Blakelands Industrial Estate/Employment Area at Milton Keynes in the County of Buckingham and containing an area of TEN DECIMAL POINT SEVEN (10.7) acres or thereabouts shown edged red on the plan annexed to the Draft Conveyance

THE THIRD SCHEDULE above referred to  
PART I

The Commencement Date:-

16th July 1987

PART II

The Satisfaction Date:-

16th December 1988

THE FOURTH SCHEDULE above referred to  
(General Conditions for Construction of the Premises)

1. If the Developer proves to the reasonable satisfaction of the Corporation that it is necessary to use substitute materials in the construction of the Premises then to use only such substitute materials as may be first approved by the Corporation in writing (such approval not to be unreasonably withheld in respect of any substitute materials not affecting the exterior or external appearance of the Premises)
2. Within twenty-eight days after the service of a notice signed on behalf of the Corporation requiring the Developer so to do to commence to take down and remove all work or materials which shall not be in accordance with the Approved Plans
3. Within such reasonable time as may be specified in a notice signed on behalf of the Corporation requiring the Developer so to do to repair and make good defects or omissions to the Premises or any part or parts thereof as may be specified in any such notice
4. Not to erect or build or permit or suffer to be erected or built on the Site any building structure or erection otherwise than in conformity with the Approved Plans
5. During the construction of the Premises and in connection therewith to lay out and construct to the satisfaction of the

Corporation proper and sufficient branch and connecting sewers drains shafts traps gullies and to drain such branch and connecting sewers and drains into public sewers

6. In connection with the construction of the Premises at all times to do all acts and things required by and to conform in all respects with the provisions of any statutes bylaws and regulations applicable thereto and in accordance with the lawful requirements of any Statutory Undertakers in respect of electricity gas water telephone or other public services

7. (1) Not to deposit or permit to be deposited upon the public highway any building or other material and to comply with all reasonable instructions of the Corporation the Local Authority and the Police given to prevent any congestion of or hazard to traffic and in any event to arrange for the delivery and removal of all materials to and from the Site with as little inconvenience to pedestrians and traffic as possible

(2) At all times to protect all public accommodation access temporary and private roads adjacent to the Site or used in connection with the construction of the Premises (including any road constructed within the curtilage of the Site) against damage by vehicles employed in connection with the construction of the Premises and forthwith to make good any such damage at the expense of the Developer

(3) At all times to keep all public accommodation access temporary and private roads (including newly constructed roads within the curtilage of the Site) free from building or other material and free from mud dirt debris and other deleterious matter at all times to the satisfaction of the Corporation using mechanical or other means as necessary and to ensure that all vehicles leaving the Site are clean and properly loaded

(4) During the construction of the Premises to ensure that no loads over sixteen feet in height shall leave the Site

(5) Prior to the commencement of work on the Site to erect or cause to be erected at every point of vehicular access to the Site a substantial height gauge the top bar of which shall be sixteen feet above ground level at points not less than sixteen feet from such points of access each such height gauge to incorporate a warning notice which shall read "No loads over 16 feet to proceed" and thereafter to maintain the same until completion of the Premises in accordance with clause 3(1) of this Agreement

(6) Not without the consent in writing of the Corporation and any necessary or relevant authority to erect or place on Site any sign or signboard and to remove any for which consent has been obtained immediately the Premises have been completed making good all damage caused by their removal to the satisfaction of the Corporation

(7) To include in any contract for the carrying out of the construction of the Premises or any part or parts thereof a provision requiring the contractor under such contract to comply with the terms of this paragraph 7

*in the event of any default by the Developer under this paragraph*

(8) If the Corporation shall elect itself to carry out any works necessary for compliance with the provisions of this paragraph 7 forthwith on demand to repay to the Corporation the proper cost of so doing as certified by the Corporation which costs shall be recoverable by the Corporation from the Developer as a liquidated debt

(9) For the purpose of this paragraph the expression 'roads' shall be deemed to include as well as the carriageway any road any verges footways gullies surface water sewers street lighting public utility services tree planting and other works associated therewith

8. To make all necessary applications to and arrangements with the Supply Authorities to enable mains services to be laid and connected to the Premises

9. (1) The Developer shall be responsible for protecting all pipes sewers ducts cables and statutory undertakers' apparatus against damage arising out of the execution of all work during the construction of the Premises and shall take all necessary precautions to ensure the protection of all streams waterways and surface water sewers and drains against pollution as a result of or arising out of the construction thereof

(2) Any temporary diversions of existing streams waterways sewers or other works (for which the Developer shall obtain the Corporation's prior written consent) shall be carried out so as not to reduce the capacity of that stream waterway sewer or other work and to the satisfaction of the Corporation

10. (1) (a) Not to sell permit or suffer to be sold any earth clay gravel or sand from the Site whether excavated therefrom or not or otherwise receive consideration therefor or benefit therefrom

(b) Without prejudice to sub-paragraph (1) above not otherwise to dispose or permit or suffer to be disposed of any earth clay gravel or sand from the Site except so far as shall be necessary for the construction of the Premises provided that the Developer may use for the purpose of the construction of the Premises (and without making payment therefor to the Corporation any of the substances which may be excavated in the proper execution of such works

(2) All fossils coins articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site during the excavations for the construction or the Premises shall as between the Corporation and the Developer be deemed to be the absolute property of the Corporation and the Developer shall

take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the General Manager for the time being of the Corporation of such discovery and carry out at the expense of the Corporation the General Manager's reasonable orders and recommendations as to the disposal of the same but so that the Corporation shall indemnify the Developer from and against all losses and damage incurred or sustained by the Developer by reason of any delay in completion of any part of the Premises arising by virtue of this sub-paragraph ✓

11. The Developer shall at its own expense obtain all permissions and consents required by and shall comply in all respects with the statutory instruments rules orders and regulations for the time being in force relating to planning control and with any orders directions or notices made or given thereunder and in particular with the conditions imposed by any permissions for development in relation to the Site and the Premises and also with any other acts bylaws and regulations affecting the same and shall do all such works and things as shall be lawfully required thereby

12. Not to cut down lop or top any of the trees or hedges on the Site without the consent in writing of the Corporation which if granted may be subject to such conditions as the Corporation thinks fit

13. The Developer shall not park or permit or suffer to be parked construction plant vehicles and private transport on highways and highway verges except with the express consent in writing of the Corporation

14. Site access during construction of the Premises will be across such boundary of the Site and at such point or points as may from time to time be reasonably specified in writing by the Corporation and all construction traffic entering and leaving the Site must do so via routes agreed with the Corporation and the Developer will be responsible for ensuring its own vehicles and those of its subcontractors suppliers or others employed on the Site are fully aware of the agreed routes

15. (1) If required by the Corporation to provide at the Commencement Date and maintain during the construction of the Premises to the satisfaction of the Corporation a temporary car park for all vehicular traffic used in the course of construction including contractors and operatives' private transport and to remove the same and make good the Site on the completion of the Premises to the reasonable satisfaction of the Corporation

(2) To obtain the approval of the Corporation to the layout and design of such car park before commencing work on Site

16. (1) To comply with the provisions of the Control of Pollution Act 1974 in so far as the same may relate to the construction of the Premises and use of and activity on the Site

(2) During the construction of the Premises not to carry out any operations on the Site save during such hours as shall previously have been approved by the Corporation in writing (such approval not to be unreasonably withheld)

17. Not to do or permit or suffer to be done upon the Site or any part thereof anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Corporation or to the owners or occupiers of any adjoining or neighbouring land

18. Not to park or permit to be parked on the Site or any part thereof any residential caravan

19. Not to light or permit to be lighted any open fires on the Site

20. To erect forthwith and thereafter to maintain good and substantial fences and/or hoardings of a type to be previously approved in writing by the Corporation along such of the boundaries of the Site as the Corporation may require and to remove any such fences and/or hoardings on completion of the Premises making good all damage occasioned thereby and effecting full reinstatement to the satisfaction of the Corporation

21. Not to cause permit or suffer any damage to or the dumping of any rubbish or materials on the adjoining land of the Corporation by any persons engaged on or connected with the construction of the Premises

THE FIFTH SCHEDULE above referred to  
(The user of the Premises)

A purpose within Class B8 of the Town and Country Planning (Use Classes) Order 1987

THE SIXTH SCHEDULE above referred to  
(The Purchase Price)

SEVEN HUNDRED AND SIXTY SEVEN THOUSAND POUNDS (£767,000)

THE SEVENTH SCHEDULE above referred to  
(The Lease)

Date

Parties

30.6.1980  
3.06.1980

The Corporation (1)  
The Developer (2)

B

"DRAFT CONVEYANCE" D.2

T H I S C O N V E Y A N C E is made the \_\_\_\_\_ day  
of \_\_\_\_\_ One thousand nine hundred and eighty-  
B E T W E E N MILTON KEYNES DEVELOPMENT CORPORATION of Saxon  
Court 502 Avebury Boulevard Central Milton Keynes in the County  
of Buckingham (hereinafter called "the Vendor") of the one part  
and the Company whose name and registered office is specified  
in the First Schedule hereto (hereinafter called "the  
Purchaser") of the other part

W H E R E A S :-

(1) The Vendor is seised of the property hereinafter  
described for an estate in fee simple in possession subject as  
hereinafter mentioned but otherwise free from incumbrances

(2) The Vendor has agreed with the Purchaser for the sale to  
the Purchaser of the said property for the said estate subject  
as aforesaid at the price of SEVEN HUNDRED AND SIXTY SEVEN  
THOUSAND POUNDS (£767,000)

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of SEVEN HUNDRED AND SIXTY  
SEVEN THOUSAND POUNDS (£767,000) paid by the Purchaser to the  
Vendor (the receipt whereof the Vendor hereby acknowledges) the  
Vendor as Beneficial Owner hereby conveys unto the Purchaser  
ALL THAT piece or parcel of land described in the Second  
Schedule hereto (hereinafter called "the Property") TOGETHER  
WITH the rights specified in the Third Schedule hereto in  
common with the Vendor and all others now or hereafter enjoying  
or entitled to the like rights EXCEPT AND RESERVING unto the  
Vendor and its successors in title for the benefit of the  
adjoining and neighbouring land and premises and each and every  
part thereof and the occupiers thereof the rights easements and  
privileges specified in the Fourth Schedule hereto TO HOLD the  
same unto the Purchaser in fee simple SUBJECT TO a lease  
(hereinafter called "the Lease") of part of the Property dated  
the thirtieth day of June One thousand nine hundred and eighty  
and made between the Vendor of the one part and the Purchaser  
of the other part

2. TO the intent that the burden thereof shall run with and  
be binding upon the Property into whose hands so ever the same  
may come and for the benefit and protection of the Vendors land  
within the area known as Blakelands Industrial Estate/  
Employment Area Milton Keynes aforesaid (excluding the  
Premises) as shall remain unsold by the Vendor from time to  
time and each and every part thereof the Purchaser on behalf of  
itself and its successors in title HEREBY COVENANTS with the  
Vendor to observe and perform the stipulations and restrictions  
contained in the Fifth Schedule hereto

3. THE Purchaser on behalf of itself and its successors in  
title HEREBY FURTHER COVENANTS with the Vendor and its  
successors in title to observe and perform the obligations  
contained in the Sixth Schedule hereto

4. THE Purchaser HEREBY DECLARES that the term created by the Lease is vested in the Purchaser free from incumbrances in the same right as the fee simple in the Property to the intent that the said term shall forthwith merge and be extinguished in the fee simple thereof

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

THE FIRST SCHEDULE above referred to  
(Details of Purchaser)

NAME: JOHN LEWIS plc

Address:- 4 Old Cavendish Street London W1A 1EX

THE SECOND SCHEDULE above referred to  
(The Property)

ALL THAT piece or parcel of land within Blakelands Industrial Estate/Employment Area Milton Keynes in the County of Buckingham and containing an area of ten decimal point seven (10.7) acres or thereabouts as the same is for identification delineated and shown edged red on the plan annexed hereto

THE THIRD SCHEDULE above referred to  
(Rights granted)

1. A right of way at all times until the same shall be adopted as a highway maintainable at the public expense and for the purpose of obtaining access to and egress from the Property (but for no other purpose whatsoever) over and along (when constructed) the roadways and footpaths (if any) leading to the nearest adopted highway and footpaths (if any) SUBJECT to the Purchaser paying a fair proportion (to be conclusively determined by the Vendor) of the cost of cleansing maintaining repairing and resurfacing such roadway and footpaths (which for the purpose of this paragraph shall be deemed to include as well as the carriageway any verges footpaths surface water and other drainage street lighting public utility services tree planting landscaping and other works associated therewith)

2. The right of passage and running of water soil gas electricity telephone and other services to and from the Property through the drains sewers pipes wires cables or other service and conducting media (in this paragraph called "conducting media") the route of which is shown on the plan annexed hereto insofar as such conducting media are situate under over or upon the adjoining or neighbouring land of the Vendor and the right to enter upon such land (but not any buildings thereon) at all reasonable times subject to reasonable notice being given to the Vendor and the occupier thereof for the purpose of inspecting maintaining repairing relaying renewing and cleansing any such conducting media but making good any damage occasioned by the exercise of such right



**THE FOURTH SCHEDULE above referred to  
(Exceptions and Reservations)**

1. The full right and liberty to use erect rebuild or alter any land or premises adjoining or adjacent to the Property for any purpose and in any manner whatsoever notwithstanding that access of light and air to the Property or any part thereof may be affected obstructed or interfered with and so that all privileges of light and air now or hereafter to be enjoyed over any part of the adjoining or adjacent land or premises by or in respect of the Property or any part thereof shall be deemed to be so enjoyed by licence or consent and not as of right

2. Such right of light and air for the benefit of the adjoining or neighbouring land and premises of the Vendor as it would be entitled to if the Property and such adjoining or neighbouring land and premises was in separate ownership and indefeasible rights of light and air as at present enjoyed in respect of such adjoining or neighbouring land and premises had been acquired under the Prescription Act 1832

3. The full and free right and liberty:

(1) to lay or install under over or upon the Property (but not any buildings erected thereon) any drains sewers pipes wires cables or other service or conducting media (in this Schedule called "conducting media") and to make connections to any conducting media now existing or within a period of eighty years from the date hereof laid under over or upon the Property or any part thereof

(2) of the passage and running of water soil gas and electricity through any conducting media now existing or within eighty years from the date hereof (which period shall be the perpetuity period applicable hereto) laid under over or upon the Property or any part thereof

(3) of entry onto the Property or any part thereof for the purpose of exercising any of the foregoing rights and of inspecting maintaining repairing relaying renewing and cleansing any conducting media the person or persons exercising such rights making good all damage to the Property occasioned thereby

4. The right at all reasonable times to enter upon the Property or any part thereof (but not any building thereon) for the purpose of repairing any adjoining or neighbouring land and premises the person or persons exercising such rights making good all damage to the Property occasioned thereby

5. All rights of support and protection as at present existing in respect of land and premises adjoining the Property

**THE FIFTH SCHEDULE above referred to  
(Stipulations and Restrictions)**

1. Not to use suffer or permit the Property or any part thereof to be used for any retail trade or business

2. (1) In this paragraph the following expressions shall have the respective meanings set out opposite them:-

"Bingo Hall" The playing of bingo and games or gaming normally associated with bingo as a business or commercial undertaking

"Cinema" The display of film or cinematographic video or televisual material as a business or commercial undertaking

(2) Without prejudice to paragraph (1) above not to use suffer or permit the Property or any part thereof to be used as a Bingo Hall or Cinema

3. Not at any time to erect or place or suffer to remain on the Property any temporary building structure or caravan except for temporary purposes used in connection with any building works carried out thereon

4. Not in the use of the Property or any part thereof to do or permit or suffer any act matter or thing of a dangerous noxious noisome offensive or illegal nature or which is or may become a danger nuisance or disturbance to the Vendor or the owners or occupiers of any adjoining or neighbouring land and premises

5. To observe the building lines (if any) shown on the plan annexed hereto

6. Not to use those parts of the Property (if any) shown coloured blue on the said plan annexed hereto other than as landscaped or garden areas

7. If the plan annexed hereto shows by way of identification the route of any surface water or foul water sewers or water mains passing under or through the Property then not to build or erect any structure or thing over the area which lies within a lateral distance of five metres from any such surface water or foul water sewers or water mains and further not to do anything upon or under the said sewers or water mains which shall be contrary to the requirements of the Anglian Water Authority or other Authority for the time being in whom the said sewers or mains are vested and in particular not to plant any trees within five metres of the said sewers or mains and not to plant any plants over the same except of a variety and size approved by the Anglian Water Authority or other Authority aforesaid (except in accordance with good horticultural or arboricultural practice)

8. Not to lop top damage or spoil any trees shrubs or similar plants on the Property or to damage any grassed areas

9. Not to erect suffer or permit to be erected on the Property any additional boundary wall fence earthworks or similar demarcation

10. Not to erect on the Property or upon any building thereon any television receiving or transmission aerial dish or similar apparatus in such a manner as to be visible from outside such buildings

11. Not during the period from the date hereof until the 1st January 1990 to erect or cause or permit to be erected on the Property any building or structure without the prior written approval of the Vendor including the approval of the plans for any such building or structure

THE SIXTH SCHEDULE above referred to  
(Obligations)

1. If the plan annexed hereto shows thereon any boundary of the Property marked with an inward pointing 'T' then to maintain in good and substantial repair any wall fence hedge earthworks or similar demarcation along such boundary

2. To keep all areas of the Property not built upon clean and tidy

3. To keep all landscaped or garden areas of the Property maintained in accordance with good horticultural and arboricultural practice including the regular cutting of grassed areas and the replacement of any dead or dying trees shrubs or other such plants with sound trees shrubs or other such plants of the same or similar species

4. To pay and contribute a fair proportion of the expenses of inspecting maintaining repairing relaying renewing and cleansing all party and other walls fences pathways roadways drains sewers pipes wires cables and other service media serving the Property in common with adjoining or neighbouring land and premises

THE COMMON SEAL of JOHN LEWIS plc )  
was hereunto affixed in the )  
presence of:- )

*V. J. Sadler*  
*Stamps* Directors  
*P. Culham* Secretary