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You can view or download copies of the practice guide from our website at www.gov.uk/land-registry in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

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WE HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE WITHIN WRITTEN ORIGINAL.

INLAND REVENUE
PRODUCED
- 20 MAY 1989
FINANCE ACT 1931
and eighty
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Date

THIS LEASE is made the

[REDACTED]

- 20 MAY 1989

Parties

[REDACTED]
BETWEEN MILTON KEYNES
DEVELOPMENT CORPORATION of Saxon Court 502

Avebury Boulevard Central Milton Keynes in the County of Buckingham (hereinafter called "the Landlord") of the one part and THE PERSON OR PERSONS WHOSE NAME AND ADDRESS IS SET FORTH IN PART I OF THE SIXTH SCHEDULE HERETO (hereinafter called "the Tenant") of the other part

WITNESSETH as follows:-

Interpretation.

1. IN this Lease unless the context otherwise requires:

(a) "the Landlord" includes the persons or person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created

(b) "the Tenant" includes the successors in title and assigns of the Tenant and those deriving title under him

(c) "the Property" means the land and premises being a block of 6 flats known as [REDACTED]

(d) "the flats" means the flats and maisonettes forming part of the Property and "flat" has a corresponding meaning

(e) "the reserved property" means the part of the Property more particularly described in the Second Schedule hereto edged green on the plan annexed hereto

(f) "the demised premises" means the Property hereby demised as described in the Third Schedule hereto together with and except and reserving as specified in the said Schedule

(g) "Owner" in relation to a flat means in the case of a flat let or demised (otherwise than by way of Mortgage) by the Landlord or (in the case of an Underletting for more than two years by the Tenant) the holder of the term created by that letting or demise and in the case of a flat not so let or demised the Landlord and

"Ownership" in relation to a flat has a corresponding meaning

(h) The marginal notes shall not affect the construction of these presents

(i) The masculine gender shall include the feminine gender and words importing the singular shall include the plural and vice versa and whenever the expression "Tenant" shall include more than one person whether the original tenant or by devolution of title then any covenants by the Tenant in this Lease shall be deemed to be joint and several

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Habendum

2. IN consideration of the sum set forth in Part II of the Sixth Schedule hereto now paid by the Tenant to the Landlord (the receipt of which sum the Landlord hereby acknowledges) and of the rent and covenants on the part of the Tenant hereinafter reserved and contained the Landlord
HEREBY DEMISES unto the Tenant ALL THOSE the demised premises TOGETHER with the rights set out in the Fourth Schedule hereto EXCEPT NEVERTHELESS AND RESERVING unto the Landlord and other the Owners of the adjoining flats the rights set out in the Fifth Schedule hereto TO HOLD the same unto the Tenant subject to the covenants herein mentioned from the [REDACTED] day of [REDACTED]

Reddendum

[REDACTED] for the term of ONE HUNDRED AND TWENTY FIVE YEARS YIELDING AND PAYING therefor the yearly rent of One Peppercorn on the First day of January in every year

Tenant's Covenants

3. THE Tenant HEREBY COVENANTS with the Landlord as follows:-

Rent

(i) To pay the reserved rent (if demanded)

Outgoings

(ii) To pay all existing and future rates taxes assessments outgoings whatsoever whether Parliamentary parochial or otherwise payable by law in respect of the demised premises either by the owner or occupier thereof

Repair

(iii) Throughout the said term to keep the interior of the demised premises and all additions thereto and the drains soil and other pipes and sanitary and water apparatus thereof in good and substantial repair and condition

Notice of Repair

(iv) Before carrying out any repairs or works which the Tenant is required to carry out hereunder and for the carrying out of which the Tenant requires access to any other part of the Property to give reasonable notice (and except in cases of extreme urgency at least forty-eight hours' notice) in writing to the Landlord and to the occupier of that part of the Property to which the Tenant requires access as the case may be

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Redecoration

(v) To paint with two coats of good quality paint in a workmanlike manner all the interior wood iron and other parts of the demised premises heretofore or usually painted once in every seven years of the said term and in the last year of the term as well and after every such painting to repaper the parts usually papered with suitable paper of good quality

Works required by statute

(vi) At all times during the said term to do and execute or cause to be done and executed all such works as under or by virtue of any Acts or Act of Parliament already or hereafter to be

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passed now are or shall or may be directed or required by the public local or any other authority for the district in which the demised premises are situate or any other local or public or duly constituted authority to be done or executed upon or in respect of the demised premises or any part thereof whether by the tenant or occupier thereof and at all times during the term hereby granted to indemnify and keep indemnified the Landlord against all claims and liability in respect thereof

Viewing and notice of want of repair

(vii) To permit the Landlord and its agents with or without workmen and others at all reasonable times to enter upon and examine the condition of the demised premises and thereupon the Landlord may serve upon the Tenant a notice in writing specifying any repairs necessary to be done pursuant to the terms hereof and require the Tenant forthwith to execute the same and if the Tenant shall not within two months after service of such notice diligently execute such repairs then to permit the Landlord to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action

Entry for
repairs

(viii) To permit the Landlord and the Owners of the other flats forming part of the Property and their respective agents and other persons authorised by them with all necessary workmen and appliances at all reasonable times to enter upon the demised premises to execute repairs or alterations to any adjoining parts of the Property all damage thereby occasioned to the demised premises being made good by the Landlord or the Owner of the other flats as the case may be

Covenants
in Underlea.

Alterations

(ix) Not to make or to permit or suffer to be made any additions or alterations to the demised premises or any part thereof without the consent in writing of the Landlord

Parting with
possession

(x) Not to assign underlet or part with possession of part only of the demised premises

(xi) Within one month after any assignment underletting devolution by Will or otherwise mortgage charge Order of Court Act of Parliament or other disposition or order affecting the demised premises to produce to the respective solicitors for the time being of the Landlord the deed or instrument effecting the same and to pay to it a fee of [REDACTED] for the registration thereof

Costs

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Covenants
in Underlease

(xii) (a) To insert in every underlease or agreement for an underlease of the demised premises a covenant under seal by the underlessees or underlessee with the Tenant and with the Landlord the tenants and occupiers of the other parts of the Property to observe and perform so far as the same are applicable thereto all the covenants conditions and provisions herein contained and on the part of the Tenant to be observed and performed and a condition for re-entry by the Tenant and the Landlord on breach of such covenant

(b) To procure from an assignee of the demised premises a covenant (in such form as the Landlord may reasonably require) by the Assignee with the Landlord that the Assignee shall thenceforth and for the residue of the said term observe the covenants and conditions on the part of the Tenant herein contained (including this present covenant)

Costs

(xiii) To pay all costs and expenses (including Solicitors' Costs and Surveyors' fees) incurred by the Landlord for the purposes of or incidental to or in contemplation of the preparation and service of any notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding that forfeiture may be

avoided otherwise than by relief granted by the Court

(xiv) Not to do or allow to be done in or on the demised premises anything whereby the insurance for the time being effected on the Property or any part thereof may be rendered void or voidable or payment of the policy monies refused in whole or in part or be in any wise affected nor without the consent of the Landlord to do or allow to be done anything whereby any additional premium may become payable for the insurance of the Property

(xv) Not to do or permit to suffer to be done any act matter or thing on or in respect of the demised premises which may contravene the provisions of the Town and Country Planning Act 1971 or any enactment amending modifying or replacing the same and any regulations or orders made thereunder and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof

(xvi) Upon the receipt of any notice order requisition direction or other thing from a competent authority affecting or likely to affect the demised premises whether the same shall be served directly on the Tenant or the original or a copy thereof is received from any underlessees

Avoid increased insurance premiums

Observe Town & Country Planning legislation

Regulations

Annual Service Charge

or other person whatever the Tenant will so far as such notice order requisition direction or other thing or the Act regulations or other instrument under and by virtue of which it is issued or the provisions hereof require him so to do comply therewith at his own expense and will forthwith deliver to the Landlord a copy of such notice order requisition direction or other thing

Regulations

(xvii) At all times during the term to comply with and observe the regulations specified in the First Schedule hereto and such other reasonable regulations which the Landlord or the Company may consistently with the provisions of this Lease make from time to time to govern the use of the flats and the reserved property and so that this covenant shall be deemed to be made by the Tenant with the Landlord as aforesaid and also (as a separate covenant in each case) with the other tenants and occupants of the property and each and every part thereof

Annual
Service
Charge

(xviii) Within twenty eight days of the service of the certificate referred to in Clause 5(C)(iii) hereof or of a photographic copy thereof to pay to the Landlord as a yearly service charge one ^{sixth} ~~xx~~ of the costs and expenses of providing for the services and other matters specified in Clause 5(A) and (B) hereof

(xix) To yield up to the Landlord the demised premises (together with all Landlord's fixtures annexed thereto) at the determination of the said term in good and substantial repair and condition in accordance with the covenants hereinbefore contained

Restriction of aerials

(xx) Not to erect on the demised premises any radio or television aerial or similar apparatus in such manner as to be visible from the outside of the flats

Maintain boundary fences

(xxi) If the demised premises include a garden to maintain in a good state of repair and condition the boundary walls and fences along the boundaries of the demised premises marked with a letter "T" within the boundary thereof on the plan annexed hereto

Restrictive Covenants

4. THE Tenant HEREBY COVENANTS with the Landlord for the benefit and protection of the adjacent property of the Landlord and each and every part thereof (which for the avoidance of doubt shall not include the Property or any part or parts thereof) to observe and perform the following stipulations:-

- (1) not to cut down remove lop top or substantially reduce the size of any of the shrubs hedges or trees forming part of the Property without the consent in

Landlord's covenants insurance

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writing of the Landlord which if granted
may be subject to such conditions as the
Landlord may think fit but which should
not be unreasonably withheld in the case
of cutting down lopping or topping
required by virtue of any effective
notice order or direction from the local
highway authority or other competent
authority

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(2) not to park or permit to be parked upon
such parts of the demised premises as is
secondly described in the Third Schedule
hereto any commercial vehicle other than
a light delivery van except in case of
emergencies or for so long as may be
reasonably necessary for the purpose of
delivering goods to and collecting goods
from the demised premises or some part
thereof

(3) not without the consent in writing of the
Landlord to place or permit to remain on
that part of the demised premises
secondly described in the Third Schedule
hereto any caravan or trailer or boat

Landlord's
Covenants
Insurance

5. THE LANDLORD HEREBY COVENANTS with the Tenant
that the Landlord will

(A) (i) Take out and keep on foot in such
Insurance Office of repute as the Landlord shall

from time to time nominate a policy or policies of insurance covering the Property against first (a) loss or damage by fire explosion damage by aircraft (other than hostile aircraft) lightning storm and tempest and such other risks as are covered by the normal form of Householders Comprehensive Policy issued by the Insurance office hereinbefore mentioned and such other risks as it may consider fit in a sum which from time to time during the term hereby created represents the full reinstatement value thereof together with all professional fees which may be incurred and secondly (b) liability for injury to persons or property on the reserved property

Maintenance
of reserved
property

building

(ii) As often as the demised premises or any part thereof is destroyed or damaged by fire or any other of the aforesaid risks and provided that the said policy or policies of insurance shall not have been vitiated or payment of the policy monies refused in whole or in part by reason of any act or default of the Tenant to rebuild and reinstate the same in accordance with the Bye-laws regulations and planning or development scheme of any competent authority for the time being affecting the same and it is hereby agreed that any monies received in respect of the insurance above provided for shall be

Maintenance
of reserved
property

applied so far as the same shall extend in so
rebuilding or reinstating the demised premises
(B) (i) Keep the access ways forming part of the
reserved property properly cleaned and in good
order and to keep adequately lit all such parts
of the reserved property as are normally lit or
as should be lit

(ii) Execute any works as may be required
to be executed in respect of the reserved
property by any Act of Parliament or Local Bye-
law for the time being in force and complying
with the lawful requirements of any competent
local or other authority .

(iii) Repair and keep in good and
substantial repair the exterior of and the
structure and roofs and foundations of the
building comprised in the reserved property and
all additions thereto and all rights of way paths
roads boundary walls fences and drains comprised
therein all paintwork and the brickwork to be
painted as required

(iv) Maintain the turfs trees shrubs
grasses and paths and ways forming part of the
reserved property in tenantable repair and from
time to time when necessary re-lay re-plant re-
sow re-surface and reconstruct the same to a
standard satisfactory to the Landlord

(v) Do all such acts matters and things as may in the reasonable discretion of the Landlord be necessary or advisable for the proper maintenance or administration of the demised premises and of the Property including in particular (but without prejudice to the generality of the foregoing) the appointment of managing or other agents Surveyors and Accountants and the payment of their proper fees in connection with the supervision and performance of the Landlord's covenants contained herein

counts (C) (i) Keep proper books of account of all costs charges and expenses incurred by the Landlord in carrying out its obligations hereunder

(ii) Procure that the account taken in pursuance of the last preceding sub-clause shall be prepared and certified by the Landlord or its agent who shall also certify the total amount of the Service Charge (including the professional fees in respect of the said account) for the period to which the account relates and the proportionate amount due from the Tenant to the Landlord pursuant to Clause 3(xviii) hereof and such certificates shall be conclusive and binding upon the Tenant

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(iii) Within twenty eight days (or as soon as possible thereafter) of the date to which the account provided for by sub-clause (ii) hereof is taken to serve on the Tenant a certificate in writing stating the said total and the proportionate amounts certified in accordance with the last preceding sub-clause Provided Always as follows:-

(a) The year for the purpose of certifying the cost shall run from the first day of April to the thirty-first day of March (hereinafter called "the accounting period") or such other period of one year as the Landlord shall specify in writing

(b) The Landlord shall endeavour to maintain the service charge at the lowest reasonable figure but the Tenant shall not be entitled to object to any item comprised in the service charge by reason only that the materials work or service in question might have been provided at a lower cost

landlord's
ovenants

quiet
njoyment

6.(i) THE Landlord HEREBY FURTHER COVENANTS with the Tenant that the Tenant paying the rents reserved and performing and observing the several covenants on the part of the Tenant with the Landlord herein contained shall peaceably hold and enjoy the demised premises during the said

term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord

Construction
and maintenance
of roads
and sewers

(ii) The Landlord hereby covenants with the Tenant that the Landlord will at its own cost construct and cause to be made and completed the roads and footpaths to which the property has a frontage and the other roads and footpaths connecting the same to the nearest public highway and the drains and sewers thereunder to the requirements and satisfaction of the Local or other Highway or Drainage Authority and that it will repair and keep in good repair the said roads footpaths and drains and sewers together with the open spaces ancillary to the property until the same are adopted and taken over by the Local or other Highway or Drainage Authority and that in the meantime it will at all times hereafter keep the Tenant and his successors in title indemnified from and against all costs charges claims and demands in respect of the construction and making up maintenance and completion of the said roads footpaths drains and sewers until the same are adopted and taken over by the Local or other Highway or Drainage Authority

Re-entry

Service
Notices

(iii) The Landlord covenants with the Tenant that (if so required by the Tenant) it will enforce the covenants on the part of the tenant of any other flat comprised in the building on the Tenant indemnifying the Landlord against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Landlord may reasonably require

7. PROVIDED ALWAYS and it is hereby expressly agreed as follows:-

Re-entry

(i) If the rent hereby reserved or any part thereof shall at any time be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Tenant herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the covenants on the part of the Tenant herein contained

Service of
Notices

(ii) Section 196 of the Law of Property Act 1925 and the Recorded Delivery Service Act

Development
of adjacent
property

Regulati

1962 shall apply to all notices to be served
under the terms of these presents

8. IT IS HEREBY AGREED by and between the
adjacent property Parties hereto as follows:-

(i) That the Landlord shall be free to sell
and convey or lease or otherwise deal with any
parts of their adjoining or neighbouring
properties in any manner and upon any terms and
conditions which to the Landlord shall seem fit

(ii) The Landlord shall not be held in any
way committed to or bound by any scheme of roads
or estate development shown in any estate plan or
otherwise

Certificate
Value

9. IT IS HEREBY CERTIFIED that the transaction
hereby effected does not form part of a larger
transaction or a series of transactions in
respect of which the (discounted) amount or value
of the consideration or the aggregate amount or
value of the consideration (other than rent)
exceeds the sum specified in Part III of the
Sixth Schedule hereto

I N W I T N E S S whereof the Landlord has
caused its Common Seal to be hereunto affixed and
the Tenant has set his hand and seal the day and
year first above written

THE FIRST SCHEDULE before referred to

The Regulations

Regulations

1. That the demised premises shall be used and occupied as a private dwelling only for the sole occupation of the Tenant and the family of the Tenant
2. That neither the demised premises nor any part thereof shall be used for business purposes
3. Not to do or permit to be done on the demised premises any act or thing to the damage or annoyance of the Landlord or the Tenants of the Landlord or the occupiers of any part of the Property or of any adjoining or neighbouring premises or the neighbourhood or any illegal act
4. That no advertisement or notice of any description shall be placed in the windows or on the outside of the walls or external doors of the demised premises
5. That no flower pot or other thing shall be placed outside the windows of the demised premises except in such receptacles as may be provided
6. Not to cause any obstruction or to leave any articles of any nature in the common access way
7. These regulations are intended for the common benefit of all occupiers of the Property and the Landlord reserves the right to make further

regulations or to vary or amend any of the
aforementioned regulations for the common benefit
of all occupiers of the Property PROVIDED THAT
such further varied or amended regulations shall
not be binding on the Tenant until the same shall
have been notified to the Tenant in writing

THE SECOND SCHEDULE before referred to

The Reserved Property

Reserved
Property

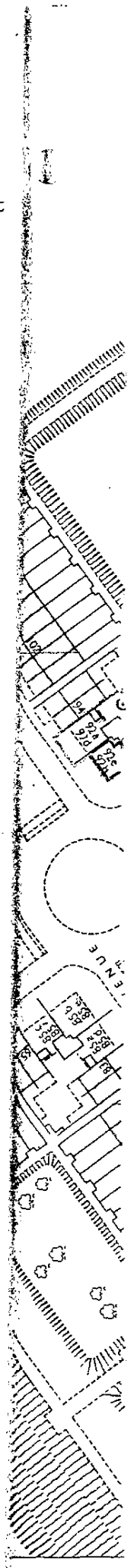
FIRST ALL THOSE the gardens paths and forecourts
from time to time forming part of the Property
AND SECONDLY ALL THOSE the main structural parts
of the buildings forming part of the Property
including the roof covering and roof members
foundations and external parts thereof (but not
the glass of the windows of the flats nor the
interior plaster of such of the external walls as
bound the flats) and all cisterns tanks sewers
drains pipes wires ducts and conduits not used
solely for the purpose of one flat and the joists
or beams supporting any floors or to which are
attached any ceilings

THE THIRD SCHEDULE before referred to

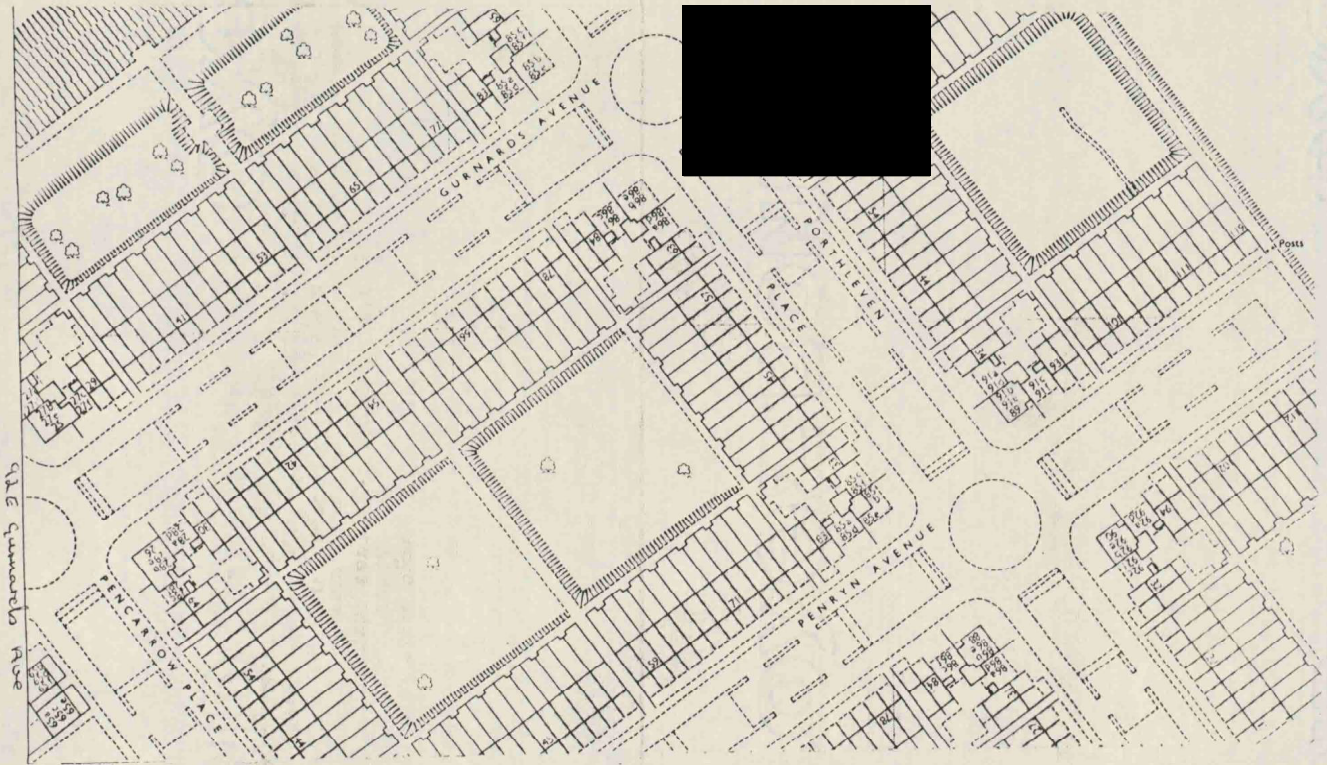
The Demised Premises

Demised
Premises

FIRST ALL THAT the [REDACTED] part of the
Property and being the Flat specified in Part IV
of the Sixth Schedule hereto and shown edged red
on the plan annexed hereto TOGETHER with all



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cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purpose of the said flat but no others AND TOGETHER WITH the ceilings and floors of the flat and the glass of the windows of the flat and the interior plaster of such of the external walls as bound the flat EXCEPTING from this demise the main structural parts of the building of which the said flat forms part including the joists and beams supporting the floor or to which the ceiling is attached and the roof members foundations and external parts of the said building ~~AND SECONDLY ALL THAT~~ the garage specified in Part V of the Sixth Schedule hereto and shown edged ~~in red on the plan annexed hereto~~

THE FOURTH SCHEDULE before referred to

Rights included in the demise

Rights included in demise

1. The right in common with the Landlord the owners and occupiers of all other flats and all others having the like right to use for the purposes only of access to and egress from the demised premises all such parts of the reserved property as afford access thereto
2. The right in common with the occupiers of all other flats having the like right to use the storage area specified in Part VI of the Sixth Schedule hereto and shown ^{coloured} ~~edged~~ yellow on the

plan annexed hereto and also the refuse bin container specified in Part VII of the said Schedule and shown ~~exposed~~^{coloured} blue on the plan annexed hereto and also the drying area specified in Part VIII of the said Schedule hereto and marked "c" on the plan annexed hereto

3. The right of passage and running of gas electricity water and soil and telephonic and television signals from and to the demised premises through the sewers drains pipes wires ducts and conduits forming part of the remainder of the Property

4. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the demised premises

5. The right of access to and entry upon the reserved property and the other flats upon reasonable notice except in the case of emergency for the purpose of carrying out all necessary repairs to the demised premises the Tenant making good all damage occasioned thereby as expeditiously as reasonably possible

THE FIFTH SCHEDULE before referred to
Rights reserved to the Landlord and (as
the case may require) the owners and
occupiers of the other parts of the Property

1. THE right of passage and running of gas electricity water and soil and telephonic and

Rights
Reserved

television signals to and from all other parts of the Property through the sewers drains pipes wires ducts and conduits forming part of the demised premises

2. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now or hereafter enjoyed or intended to be enjoyed by any other part of the Property over the demised premises

3. Such rights of access to and entry upon the demised premises by the Landlord and the owners of the other flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to other flats and similar to those herein contained the Landlord or the owners of the other flats as the case may be making good all damage occasioned thereby with reasonable expedition

4. The right and liberty to execute works and erections upon or to alter or rebuild any of the buildings erected on the Landlord's adjoining or neighbouring lands (including but without prejudice to the generality of the foregoing the reserved property) and to use such adjoining and neighbouring lands and buildings in such manner as the Landlord may think fit notwithstanding that the access of light and air to the demised premises may thereby be interfered with

5. The right of access to and entry upon the demised premises upon reasonable notice (except in the case of emergency) for the purpose of executing works repairs or alterations to the adjoining flats

THE SIXTH SCHEDULE before referred to

PART I

Tenant

THE NAME AND ADDRESS OF THE PERSON OR PERSONS
HEREINBEFORE REFERRED TO AS "THE TENANT"
[redacted] and [redacted]
both of [redacted]
in the County of Buckingham

PART II

Premium

THE PREMIUM [redacted]

PART III

Certificate as to value

Certificate as to value [redacted]

PART IV

The Demised Premises

[redacted]

PART V

~~The garage hereby demised numbered~~

Handwritten initials

PART VI

The storage area referred to in the Fourth Schedule hereto ~~numbered~~ coloured [redacted] on the plan

PART VII

The refuse bin container referred to in the Fourth Schedule hereto ~~numbered~~ coloured [redacted] on the plan

PART VIII

The drying area referred to in the Fourth Schedule hereto and marked [redacted] on the plan

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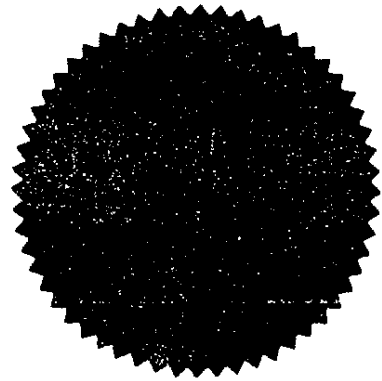
pt
THE COMMON SEAL of MILTON KEYNES)
DEVELOPMENT CORPORATION was here-)
unto affixed in the presence of:-)

~~Member~~

~~Secretary of the Board~~



BOARD MEMBER



AUTHORISED SIGNATORY

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ILLAR
Avenue

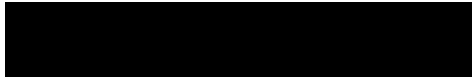
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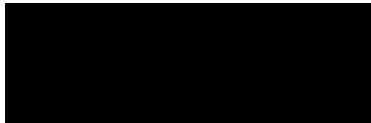
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MILTON KEYNES DEVELOPMENT
CORPORATION

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