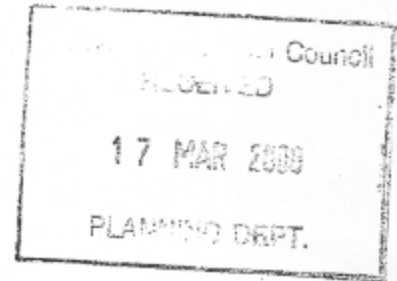


APPENDIX A



DATED 17th February 2000

GAZELEY PROPERTIES LIMITED

UNILATERAL UNDERTAKING

Under S106 of the Town and Country
Planning Act 1990 relating to part of
Magna Park Lutterworth

THE FRITH PARTNERSHIP

THIS DEED is made

17th February 2000

BY GAZELEY PROPERTIES LIMITED (company registration number 2127157) whose registered office is at Asda House, Southbank, Great Wilson Street, Leeds LS11 5AD ("the Owner")

RECITALS

- (A) Words and phrases used in this deed are defined in clause 1
- (B) The Council is the local planning authority for the area in which the Property is situated
- (C) On 5th May 1999 the Council granted the 1999 Permission
- (D) The Owner has submitted the Application to the Council
- (E) The Owner is the registered proprietor of part of the Property at H M Land Registry under title number LT310197 for a term of years from 15th December 1998 to 20th August 2989 and as to the remainder of the Property the Owner owns the freehold under title number LT219544

OPERATIVE PROVISIONS

1 DEFINITIONS

- 1.1 In this deed (unless the context requires otherwise) the following expressions shall have the following meanings:
 - 1.1.1 "the Act" means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991
 - 1.1.2 "the Application" means planning application number 00/00041/FUL submitted to the Council on behalf of the Owner
 - 1.1.3 "Blue Area" means the part of the Property shown coloured blue on the plan attached to this deed prepared by Roger Griffiths Associates
 - 1.1.4 "Confirmatory Letter" means a letter addressed to the Owner from the Council to the effect that the Council accepts the conditions set out in clause 5.3 and undertaking to the Owner that upon receipt of the Payment the Council will comply with those conditions
 - 1.1.5 "The Council" means The District Council of Harborough of Council Offices, Adam and Eve Street, Market Harborough, Leicestershire LE16 7AG
 - 1.1.6 "the Development" means the erection of a distribution warehouse with ancillary offices, vehicle parking areas, construction of access and landscaping in accordance with the Permission granted pursuant to the Application
 - 1.1.7 "the Owner" includes its successors in title to the Property
 - 1.1.8 "Other Payment" means the "payment" as defined and referred to in the agreement made 5th May 1999 between (1) the Council and (2) the Owner under section 106 of the Act in connection with the 1999 Permission

- 1.1.9 "Payment" means the sum calculated in accordance with part 1 of the schedule
- 1.1.10 "Planning Permission" means such conditional planning permission for the Development as may be granted by the Council
- 1.1.11 "the Property" means the property forming part of Magna Park, Lutterworth shown edged red on the plan attached to this deed prepared by Roger Griffiths Associates
- 1.1.12 "the 1999 Permission" means the planning permission issued by the Council under reference 98/01318/FUL

2 INTERPRETATION

In this agreement:

- 2.1 The singular includes the plural and vice versa
- 2.2 The masculine includes the feminine and the neuter and vice versa
- 2.3 References to a person includes companies and other corporate bodies
- 2.4 References to clauses and schedules are to the relevant clauses of or schedule to this agreement

3 SECTION 106

- 3.1 The Council is the local planning authority for the area in which the Property is situated
- 3.2 This agreement is made pursuant to Section 106 of the Act
- 3.3 The Council is the enforcing authority for the purposes of the Act
- 3.4 The obligations in this agreement are planning obligations for the purposes of Section 106 of the Act
- 3.5 In accordance with Section 106(4) of the Act (but without prejudice to liability for prior breaches) the Owners shall not be bound by any obligation in this agreement relating to the Property in respect of any period during which it no longer has an interest in the Property

4 LORRY ROUTING

- 4.1 The remaining parts of this clause 4 shall only apply if material operations (as that expression is defined in the Act) are carried out within the Blue Area pursuant to the Planning Permission and shall apply to all commercial vehicles over 1.5 tonnes in weight unladen and for whatever purpose they are being used and any reference in this clause to vehicles shall be construed accordingly
- 4.2 The Owner shall include within every contract into which it enters with any independent haulier contractor or supplier such provisions as will require the said independent haulier contractor or supplier to comply with the routing arrangements specified in this clause 4 and will enable the Owner to take sanctions against any

non-compliance by such haulier contractor or supplier with such arrangements including the termination of such contract

- 4.3 In the event that the Council establishes that any such haulier contractor or supplier as aforesaid has persistently failed without reasonable cause to comply with the said routing arrangements the Council may serve notice on the Owner requiring the Owner to take such sanctions as the Owner shall deem necessary to prevent any such failure by the haulier contractor or supplier thereafter and in the event of the Owner failing to take such sanctions or of the haulier contractor or supplier persistently continuing with such failure as aforesaid notwithstanding the Owner invoking such sanctions the Council may serve notice on the Owner to terminate the contract of that haulier contractor or supplier whereafter the Owner shall comply with such notice within a reasonable time
- 4.4 The Owner covenants with the Council that no vehicle of the kind described in clause 4.1 of this Agreement when travelling to and from the Property shall use any length of road within the area coloured yellow on plan LCC/R2 attached to this Agreement other than those roads identified on that plan

5 NOTIFICATION OF IMPLEMENTATION AND PAYMENT

- 5.1 The Owner shall within 14 days of carrying out any material operation (as that expression is defined in the Act) within the Blue Area pursuant to the Planning Permission give written notice to that effect to the Council
- 5.2 Subject to the Council first delivering to the Owner a Confirmatory Letter the Owner will within 14 days of receipt from the Council of the Confirmatory Letter pay to the Council the Payment on the conditions set out in the remaining parts of this clause 5
- 5.3 The conditions referred to in clause 5.2 are:
- 5.3.1 the Council shall pay the Payment into an interest bearing deposit account in the name of the Council ("the Account") and all sums standing to the credit of the Account (including accrued interest) shall be applied by the Parish Authorities referred to in part 2 of the schedule in the proportions therein mentioned as follows:
- 5.3.1.1 paying for environmental measures to visually screen the Development from the local community in the vicinity of Magna Park
- 5.3.1.2 if there is any money standing to the credit of the Account on the tenth anniversary of the date ("the Payment Date") on which the Payment is made to the Council, paying all such money (including accrued interest thereon) to Gazeley Properties Limited
- 5.3.2 the Council shall not be allowed to make any payments from the Account save as specified in clause 5.3.1
- 5.3.3 the Council shall supply a statement to the Owner (at no cost to the Owner) on the first anniversary of the Payment Date and each subsequent anniversary until the Payment (and accrued interest) is exhausted containing true and complete details of the way in which the Payment (and accrued interest) has been applied
- 5.3.4 the acceptance by the Council of the Payment not only discharges any liability of the Owner to make the Payment but also discharges any liability to make the Other Payment

5.3.5 the Council shall be liable to pay the Payment to Gazeley Properties Limited if the circumstances contemplated by clause 6.1 occur

5.4 Through the granting of the Planning Permission the Owner covenants not to implement the 1999 Permission

6 MISCELLANEOUS

This deed shall have effect as follows:

6.1 In the event of the Planning Permission being quashed or revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure than this deed and the obligations contained in it shall absolutely determine and become null and void save that the full amount of the Payment shall immediately be paid to Gazeley Properties Limited

6.2 Nothing in this deed shall prohibit or limit the right to develop the Property or any part or parts of it in accordance with any planning permission (other than the Planning Permission for the Development or any amended application relating thereto) granted (whether or not on appeal) after the date of the Planning Permission

7 LOCAL LAND CHARGE

The Owner shall apply to the Council to register this deed as a local land charge pursuant to the provisions of the Local Land Charges Act 1975

EXECUTED as a deed

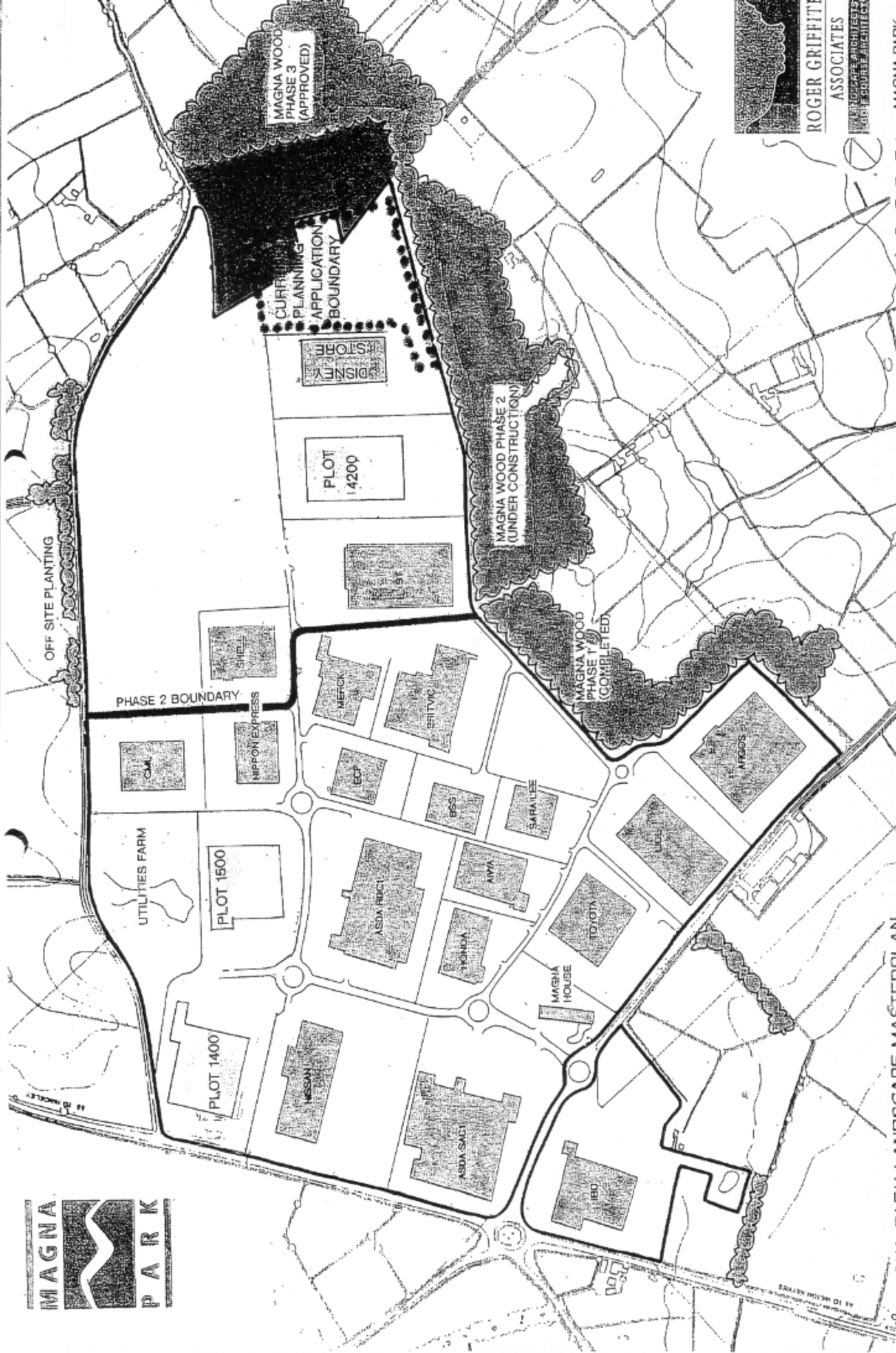
SCHEDULE

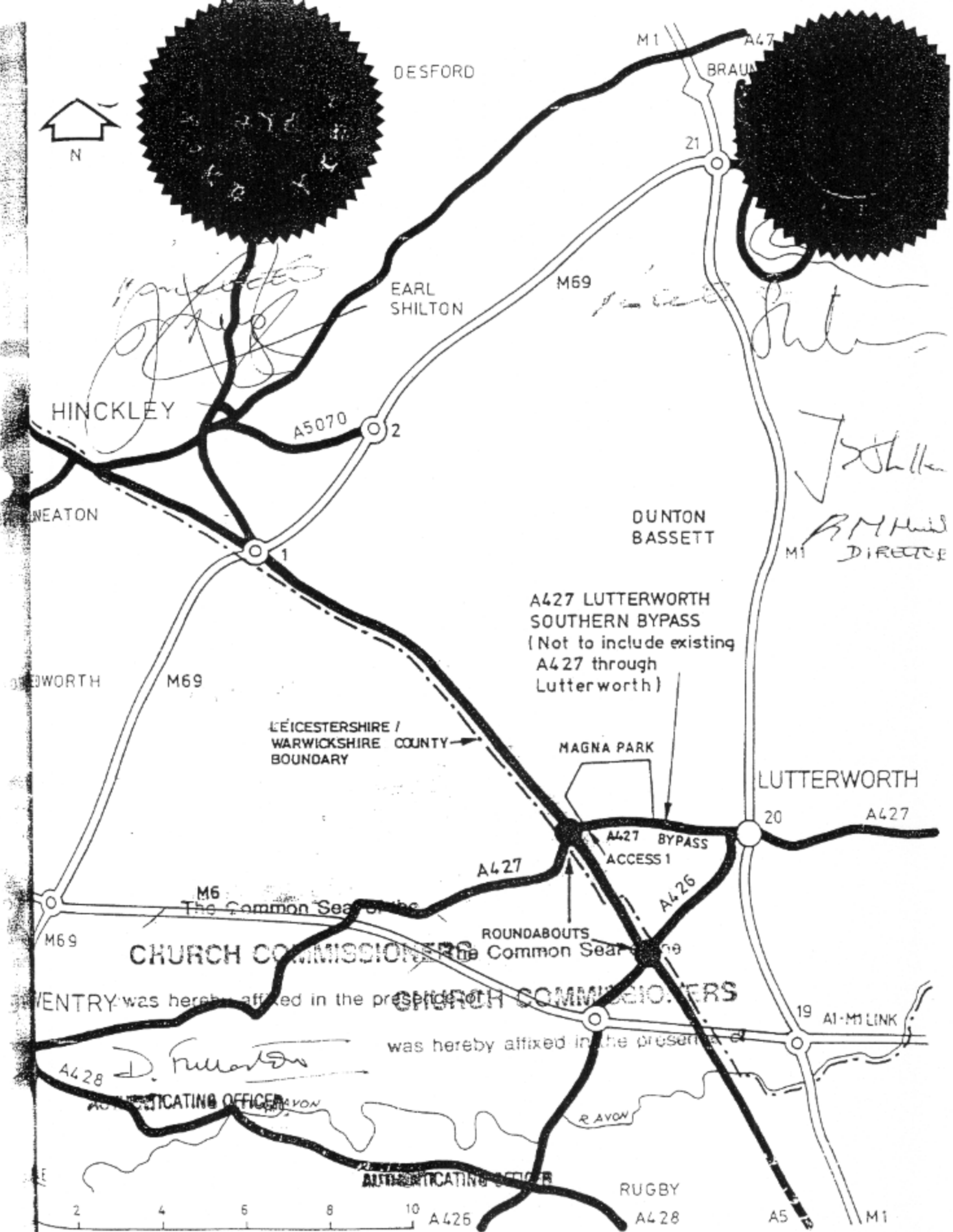
Part 1 – The Payment

1. If the date on which the Payment falls due to be paid is on or before the first anniversary of the date on which the Planning Permission is issued ("the Issue Date") then the Payment is £70,000.00
2. If the date on which the Payment falls due to be paid is after the first anniversary of the Issue Date then the Payment is £70,000.00 plus such additional percentage of £70,000.00 as shall be equal to the percentage increase (if any) in the Retail Prices Index during the period from the month in the Planning Permission is issued to the month preceding the month in which the Payment falls due to be paid

Part 2 – Parish Authorities and proportions

Parish authority	Proportion
Lutterworth Town Council	$\frac{200}{700}$
Cotesbach Parish Council	$\frac{125}{700}$
Bitteswell Parish Council	$\frac{125}{700}$
Ashby Parva Parish Meeting	$\frac{125}{700}$
Ullesthorpe Parish Council	$\frac{125}{700}$





MOTORWAYS

'A' ROADS (INCLUDING FORMER 'A' ROADS)

COUNTY BOUNDARY

RIVERS


MAGNA PARK ROUTING PLAN

Drawing N° LCC/R2

LEICESTERSHIRE COUNTY COUNCIL

Executed as a Deed (but not)
Delivered until the date hereof) by)
GAZELEY PROPERTIES LIMITED)
in the presence of:)

Director:



Secretary:

