

HERBERT  
SMITH  
FREEHILLS

EXECUTION VERSION

19 June 2018

LANCASTER CITY COUNCIL  
and  
BL LANCASTER LIMITED PARTNERSHIP  
and  
THE BRITISH LAND COMPANY PLC

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**DEED OF RELEASE**

of covenants contained in a development  
agreement  
dated 25 October 2006 (as varied and restated on  
21 November 2012)  
of premises known as  
the North Canal Corridor Site, Lancaster

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Herbert Smith Freehills LLP

THIS DEED OF RELEASE made the 19<sup>th</sup> day of June 2018  
BETWEEN:

- (1) **LANCASTER CITY COUNCIL** of Town Hall, Dalton Square, Lancaster LA1 1PJ (the "Council");
- (2) **BL LANCASTER LIMITED PARTNERSHIP** whose registered office is at York House, 45 Seymour Street, London W1H 7LX (Regn. No. LP010622) acting by its general partner, **LANCASTER GENERAL PARTNER LIMITED** (Co. Regn. No. 5452195) of the same registered address (the "Developer"); and
- (3) **THE BRITISH LAND COMPANY PLC** whose registered office is at York House, 45 Seymour Street, London W1H 7LX (Co. Regn. No. 00621920) (the "Guarantor").

WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this deed unless the context otherwise indicates (and subject to any particular interpretation required by sub-clause 1.2):

"**Development Agreement**" means the development agreement dated 25 October 2006 and made between (1) the Council (2) the Developer (then known as Centros Miller Lancaster Limited Partnership) and (3) Miller Developments Holdings Limited and DV3 Centros Miller Limited as varied and restated on 21 November 2012 between (1) the Council (2) the Developer (then known as Centros Lancaster Limited Partnership) and (3) The British Land Company PLC relating to the premises known as the North Canal Corridor Site, Lancaster and includes every document varying, supplemental or collateral to it.

1.2 **Interpretation**

In this deed:

- 1.2.1 words importing the singular include the plural and vice versa and words importing one gender include both other genders;
- 1.2.2 where a party comprises more than one person covenants and obligations of that party take effect as joint and several covenants and obligations;

2. **RELEASE OF DEVELOPER AND GUARANTOR**

The Council releases the Developer and Guarantor from all obligations on their respective parts contained in and all liabilities whatsoever under the Development Agreement (whether past, present or future).

3. **RELEASE OF COUNCIL**


The Developer releases the Council from all obligations on its part contained in and all liabilities whatsoever under the Development Agreement (whether past, present or future).

**IN WITNESS** whereof this deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a DEED by affixing the common )  
seal of LANCASTER CITY COUNCIL )  
in the presence of: )

Proper Officer

EXECUTED as a DEED by  
BL LANCASTER LIMITED PARTNERSHIP  
acting by  
LANCASTER GENERAL PARTNER LIMITED,  
as general partner, acting by WILL ATKINSON

W.S.   
.....  
(Director of General Partner)

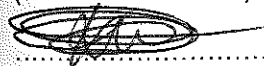
in the presence of:

KATIE RIDLINGTON  
(Name of witness)

45 SEYMOUR ST

LONDON

W1H 7LX  
(Address of witness)

  
.....  
(Signature of witness)

EXECUTED as a DEED by THE BRITISH  
LAND COMPANY PLC acting by two of its  
directors

T. ROBERTS

Director

S. CARTER

Director

