

**DATED**

3rd February 2023

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**DEED OF VARIATION**

**relating to**

Unit 53 Swanley Shopping Centre  
London Road, Swanley  
Kent, BR8 7TQ

Between

Sheet Anchor Evolve (London) Limited

and

Ladbrokes Betting & Gaming Limited

This deed is dated 3rd February 2023

**HM Land Registry**

**Landlord's title number:** ~~K284245~~ and ~~K522286~~ TT119723

**Tenant's title number:** TT62970

**Parties**

- (1) Sheet Anchor Evolve (London) Limited incorporated and registered in England and Wales with company number 09555070 whose registered office is at LCP House The Pensnett Estate Kingswinford DY6 7NA **(Landlord)**
- (2) Ladbrokes Betting & Gaming Limited incorporated and registered in England and Wales with company number 00775667 whose registered office is at 3<sup>rd</sup> Floor One New Change London EC4M 9AF **(Tenant)**

**BACKGROUND**

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord and the Tenant have agreed to vary the Lease on the terms set out in this deed.
- (C) The Landlord is entitled to the immediate reversion to the Lease.
- (D) The residue of the term granted by the Lease is vested in the Tenant.

**Agreed Terms**

**1. Interpretation**

The following definitions and rules of interpretation apply in this deed.

**1.1 Definitions:**

**Lease:** a lease of the Property dated 16<sup>th</sup> January 2017 and made between (1) DS Jersey (No 5) Limited and (2) the Tenant

**Property:** Premises known as Unit 53 Swanley Shopping Centre London Road Swanley Kent BR8 7TQ more particularly described in and demised by the Lease.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the **Tenant** include a reference to its respective successors in title and assigns.
- 1.3 A reference to the Lease includes any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 The expression **tenant covenant** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.10 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.11 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.12 Except to the extent that they are inconsistent with the definitions and interpretations in **clause 1** of this deed, the definitions and interpretations in the Lease shall apply to this deed.

## **2. Variations to the Lease**

### **2.1 Variations made**

From and including the date of this deed the Lease shall be read and construed as varied by the provisions set out in the Schedule.

### **2.2 Lease remains in force**

The Lease shall remain fully effective as varied by this deed and the terms of the Lease shall have effect as though the provisions contained in this deed had been originally contained in the Lease.

**3. Tenant's covenant**

The Tenant covenants to observe and perform the tenant's covenants in the Lease as varied by this deed.

**4. Registration of this deed**

**4.1 Application for registration**

Promptly following the completion of this deed, the Tenant shall apply to register this deed at the Land Registry against the Tenant's registered title number TT62970 and the Landlord's registered title numbers ~~K284245 and K522286~~. TT119723

**4.2 Requisitions**

The Tenant shall ensure that any requisitions raised by the Land Registry in connection with an application for registration are dealt with promptly and properly.

**5. Governing law**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**6. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

**7. Third party rights**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1    Variation to the Lease**

Clause 4.9 of the Lease shall be deleted.

Executed as a Deed by  
Sheet Anchor Evolve (London) Limited  
by one Director in the presence of

DocuSigned by:  
*Kevin Kendall*  
5233320165504B4...  
.....

Witness.....  
DocuSigned by:  
*Sarah Whitehouse*  
7A0A4BA23B1D48E...

Witness name                  Sarah whitehouse

Address                        LCP House, The Pensnett  
                                     Estate, Kingswinford, DY6  
                                     7NA

Occupation                    Legal PA

Executed as a Deed by                                  .....

Ladbrokes Betting & Gaming Limited                  Director

Acting by a Director in the presence of

Witness.....

Witness name

Address

Occupation