



Dated

9 JUNE

2011

- (1) The Mayor and Burgesses of the London Borough of Hackney
- (2) London Development Agency

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## Deed of variation

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relating to a lease dated 25th May 2010 made between (1) The Mayor and Burgesses of the London Borough of Hackney and (2) London Development Agency in respect of premises known as East Marsh (Replacement Car Parking)

**Eversheds LLP**  
1 Callaghan Square  
Cardiff  
CF10 5BT

Tel 0845 497 9797  
Fax 0845 498 7333  
Int +44 29 2047 1147  
DX 33016 Cardiff  
[www.eversheds.com](http://www.eversheds.com)

## PARTICULARS

**Date**

9 JUNE 2011

**Landlord**

The Mayor and Burgesses of the London Borough of Hackney  
of Town Hall, Mare Street, London, E8 1EA.

**Tenant**

London Development Agency of Palestra, 197 Blackfriars  
Road, London, SE1 8AA.

**Lease**

A lease dated 25th May 2010 made between (1) The Mayor  
and Burgesses of the London Borough of Hackney and (2)  
London Development Agency in respect of premises known as  
East Marsh (Replacement Car Parking).

**THIS DEED OF VARIATION** is made on the date set out in the Particulars

**BETWEEN**

- (1) The Landlord; and
- (2) The Tenant.

**BACKGROUND**

- (A) The Lease was entered into by the persons whose names appear in the definition of the Lease in the Particulars.
- (B) The parties to this Deed of Variation are now or remain entitled to the benefit of the Lease and have agreed to vary it on the terms set out in this Deed of Variation.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

- 1.1 Words and expressions defined in the Lease have the same meanings in this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation.
- 1.2 The provisions of the Lease relating to its interpretation apply to this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation.
- 1.3 This Deed is supplemental to the Lease. A breach of this Deed is to be regarded as a breach of the Lease and will permit the Landlord to exercise its right of re-entry under the Lease.
- 1.4 The Particulars form part of this Deed and words and expressions set out in the Particulars are to be treated as defined terms in this Deed.
- 1.5 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**2. ADDITIONAL CLAUSES**

The Lease is to be read and interpreted as if the provisions set out in **Schedule 1** were set out in full in the Lease.

3. **EFFECTIVE DATE**

The amendments to the Lease made by this Deed of Variation take effect from and including the date of this Deed of Variation.

4. **CONTINUATION OF THE LEASE**

4.1 The terms of the Lease continue in effect as amended by this Deed of Variation.

4.2 This Deed of Variation does not release any party to it from any breaches of the Lease existing at the date of this Deed of Variation.

5. **EXECUTION**

The Landlord and the Tenant have executed this Deed of Variation as a deed and it is delivered on the date set out in the Particulars.

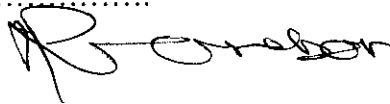
## **SCHEDULE 1**

1. Clause 2.5 of the Lease is to be renumbered clause 2.5.1.
2. The following clause is inserted as a new clause 2.5.2 of the Lease:  
  
"the Landlord may end this Lease on 31st March 2013 by serving not less than three months notice upon the Tenant".

Executed (but not delivered until the )  
Date hereof) as a Deed by affixing )  
the Common Seal of the )  
**LONDON DEVELOPMENT AGENCY** )  
in the presence )  
of..... )

**Member / Authorised Signatory**

Executed (but not delivered until the )  
Date hereof) as a Deed by affixing )  
the Common Seal of the **MAYOR AND** )  
**BURGESSES OF THE LONDON** )  
**BOROUGH OF HACKNEY** in the presence )  
of..... )



**Authorised Signatory**

