

DATED 11 May 2023

(1) JONATHAN DAVID MILLS AND WESTERBY TRUSTEE SERVICES LIMITED AS TRUSTEES OF THE WESTERBY PRIVATE PENSION – J D MILLS AND ANDREW WHITTINGHAM AND WESTERBY TRUSTEE SERVICES LIMITED AS TRUSTEES OF THE WESTERBY PRIVATE PENSION – A WHITTINGHAM

(2) WM LETTINGS LIMITED

(3) LINNAEUS VETERINARY LIMITED

**DEED OF VARIATION
relating to property at
Errisberg House Barton-Under-Needwood Burton-on-
Trent Staffordshire DE13 8EB**

THIS DEED OF VARIATION is made on

11 May 2023

BETWEEN:-

- (1) **JONATHAN DAVID MILLS and WESTERBY TRUSTEE SERVICES LIMITED as Trustees of the Westerby Private Pension – J D Mills** care of Westerby Trustee Services Limited, The Crescent, King Street, Leicester LE1 6RX (the "**Superior Landlord**");
- (2) **WM LETTINGS LIMITED** (No 08902613) whose registered office is at Errisberg House Barton Turn, Barton Under Needwood, Burton-On-Trent, Staffordshire, DE13 8EB (the "**Landlord**"); and
- (3) **LINNAEUS VETERINARY LIMITED** (No 10790375) whose registered office is at Friars Gate, 1011 Stratford Road, Shirley, West Midlands, B90 4BN (the "**Tenant**").

WHEREAS:-

- (A) By a Lease ("**Superior lease**") dated 9 October 2019 made between (1) Jonathan Mills and Andrew Whittingham and Westerby Trustee Services Limited as Trustees of the Westerby Private Pension – J Mills & Westerby Private Pension – A Whittingham and (2) the Landlord all that property known as Veterinary Hospital at Errisberg House Barton-Under-Needwood Burton-on-Trent Staffordshire DE13 8EB (as is more particularly described in the Superior Lease) was demised by the Superior Landlord to the Landlord for a term from and including 9 October 2019 to and including 8 October 2039 (the "**Superior Lease Term**").
- (B) By a Lease ("**Lease**") dated 9 October 2019 made between (1) the Landlord and (2) West Midland Referrals Limited all that property known as Veterinary Hospital at Errisberg House Barton-Under-Needwood Burton-on-Trent Staffordshire DE13 8EB (as is more particularly described in the Lease) ("**Property**") was demised by the Landlord to the Tenant for a term from and including 9 October 2019 to and including 1 October 2039 (the "**Term**").
- (C) Pursuant to a Licence to Assign dated 15 September 2020 made between (1) Jonathan David Mills, Andrew Whittingham and Westerby Trustee Services Limited as Trustees of Westerby Private Pension – J D Mills and Westerby Private Pension – A Wittingham (2) the Landlord (3) West Midland Referrals Limited (4) the Tenant and (5) Linnaeus Group Bidco Limited and by a Transfer/Assignment dated 15 September 2020 between (1) West Midland Referrals Limited and (2) the Tenant the Lease was transferred/assigned to the Tenant. The residue of the Term is now vested in the Tenant and is being registered at the Land Registry under a title number of which the Tenant will be the registered proprietor.
- (D) The reversion immediately expectant on the Superior Lease Term is now vested in the Superior Landlord and is registered at the Land Registry under title number SF311799.
- (E) The reversion immediately expectant on the Term remains vested in the Landlord and is registered at the Land Registry under title number SF666481 of which the Landlord is the registered proprietor.
- (F) The Superior landlord, the Landlord and the Tenant have agreed that the Lease should be varied based on the provisions of Schedule 1.
- (G) This Deed is supplemental to the Lease.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Deed:-

"VAT" means Value Added Tax or any similar tax from time to time replacing it or performing a similar function

1.2 In interpreting this Deed:-

- 1.2.1 the "**Landlord**" includes the person in whom the reversion immediately expectant on the determination of the Term is for the time being vested;
- 1.2.2 the "**Tenant**" includes his successors in title;
- 1.2.3 the "**Lease**" includes all or any deeds and documents supplemental to the Lease whether or not they are expressed to be so;
- 1.2.4 if any party at any time comprises two or more persons, the obligations of that party are to be joint and several obligations of those persons;
- 1.2.5 words importing one gender include all other genders, words importing the singular include the plural and vice versa, and any reference to a person includes a reference to a company, authority, board, department or other body;
- 1.2.6 the Clause headings do not form part of this Deed and are not to be taken into account for the purposes of its construction or interpretation;
- 1.2.7 reference to a Clause, paragraph or Schedule without further designation is to be construed as a reference to the Clause, paragraph or Schedule of this Deed so numbered.

2. **VARIATION OF THE LEASE**

The Superior Landlord, the Landlord and the Tenant agree that the Lease is varied according to the provisions of Schedule 1 and is in future to take effect and be read and construed accordingly.

3. **RELEASE AND AGREEMENT**

- 3.1 To give effect to the variation referred to in Clause 2 the Landlord and the Tenant agree that the forfeiture provisions contained in the Lease are to be exercisable on any breach of the provisions of Schedule 1 as well as on the happening of any of the events mentioned in the forfeiture provisions.
- 3.2 The Landlord and Tenant confirm that this Deed is not intended to and does not effect any surrender of the Lease or the grant of a new lease and that the covenants and conditions contained in the Lease, except as varied by this Deed, are to continue in full force and effect.

4. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

5. **REGISTRATION**

The Tenant agrees to apply to the Chief Land Registrar to make the necessary entries on the register in order to give effect to the variation contained in this Deed, and agrees to supply to the Landlord official copies of the registered title promptly after receipt.

6. **COSTS**

The Tenant covenants to pay to the Landlord on demand and to indemnify the Landlord against all costs, charges, fees, disbursements and expenses, including those of professional advisers and agents and including in each case any VAT, incurred by the Landlord in connection with preparing, negotiating, completing and registering this Deed up to a maximum of £650 plus VAT and disbursements.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

SCHEDULE 1

PART 1

1. In clause 1.1 of the Lease the definition of "Plan 1" shall be removed and replaced by the following definition:

means the plan first attached to this lease (in duplicate) showing the location of the Premises in the context of the surrounding area

2. In clause 1.1 of the Lease the definition of "Plan 2" shall be removed and replaced by the following definition:

means the plan second attached to this lease (in duplicate) showing a detailed layout of the floor plan of the Premises

3. In clause 1.1 of the Lease the definition of "Premises" shall be removed and replaced by the following definition:

"Premises" means the premises known as Veterinary Hospital, Errisberg House, Burton Turn, Barton-Under-Needwood, Burton-on-Trent, Staffordshire, DE13 8EB:

a) including, in respect of the ground floor of the Premises shown edged red and cross-hatched blue on Plan 2:-

- 1) all buildings from time to time on the Premises and the load-bearing walls, structure, foundations and roofs of those buildings
- 2) one half severed vertically of any walls separating the Premises from any adjoining premises
- 3) all Conducting Media and landlord's plant, equipment and fixtures exclusively serving the Premises
- 4) all tenant's fixtures and
- 5) any Permitted Works carried out to or at the Premises

b) but including only, in respect of the ground floor of the Premises shown edged red and cross hatched green on Plan 2:-

- 1) the floorboards
- 2) the interior plaster finish on the ceiling
- 3) the interior plasterwork and finishes of all exterior or load-bearing walls and pillars
- 4) the walls, pillars, doors and windows insofar as they do not form part of the Main Structure and
- 5) one half of the thickness of the interior, non-structural or load-bearing walls that adjoin any other part of the Superior Landlord's Neighbouring Property
- 6) all Conducting Media and landlord's plant, equipment and fixtures exclusively serving the Premises
- 7) all tenant's fixtures and
- 8) any Permitted Works carried out to or at the Premises

EXECUTED as a deed (but not delivered until the)
date of this Deed) by)
JONATHAN DAVID MILLS)
)

in the presence of:-

Signature of Witness:

Name (In BLOCK CAPITALS):

Address:

Occupation:

EXECUTED as a deed (but not delivered until the)
date of this Deed) by)
WESTERBY TRUSTEE SERVICES LIMITED)
acting by a director)

in the presence of:-

Signature of Witness:

Name (In BLOCK CAPITALS):

Address:

Occupation:

EXECUTED as a deed (but not delivered until the)
date of this Deed) by)
ANDREW WHITTINGHAM)
)

in the presence of:-

Signature of Witness:

Name (In BLOCK CAPITALS):

Address:

Occupation:

EXECUTED as a deed)
(but not delivered until dated) by)
WM LETTINGS LIMITED)
acting by a director)
in the presence of:-)

Signature of witness

Name (in block capitals)

Address

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EXECUTED as a deed
(but not delivered until dated) by
LINNAEUS VETERINARY LIMITED
acting by a director
in the presence of:-

)
)
)
)
)



Signature of Witness:



Name of Witness:

Andrew R Hughes.

Address:

1011 Stratford Road
Shurby.
West Midlands