

DATED

DEED OF COVENANT

relating to **LEASE OF LAND AT**

between

and

CONTENTS

CLAUSE

| | | |
|----|----------------------------------|---|
| 1. | Interpretation | 1 |
| 2. | Assignee's covenant..... | 2 |
| 3. | Joint and several liability..... | 3 |
| 4. | Notices..... | 3 |
| 5. | Third party rights..... | 3 |

This deed is dated

HM Land Registry

Landlord's title number:

Administrative area:

Tenant's title number:

Administrative area:

PARTIES

(1)

incorporated and registered in England and Wales with company number
whose registered office is at

(Landlord).

(2)

of

BACKGROUND

- (A) This deed is supplemental to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Lease contains a covenant by the Tenant not to assign the Property without simultaneously obtaining a written covenant by the Assignee with the Landlord.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Tenant:

Lease: a lease of

dated and made between

, and all documents supplemental to that lease.

Property:

as (more particularly described in and) demised by the Lease.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.3 The expression **tenant covenants** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.4 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.5 Clause headings shall not affect the interpretation of this deed.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 Except where a contrary intention appears, references to clauses are to the clauses of this deed.

2. **ASSIGNEE'S COVENANT**

The Assignee covenants with the Landlord:

- (a) to pay the rents and observe and perform the tenant covenants and other tenant obligations contained in the Lease from completion of the assignment for the residue of the term of the Lease;
- (b) immediately following completion of the assignment, to notify in writing the Landlord of the name and address of the person to whom demands for rent should be sent;
- (c) within one month after completion of the assignment, to notify the Landlord of completion, send the Landlord a certified copy of the assignment and to pay the registration fees of the Landlord in the sum of £ plus any VAT;
- (d) within one month after completion of the assignment to apply for registration of the assignment at HM Land Registry and ensure that any

Signed as a deed by

in the presence of:

.....
Assignee

.....
Witness Signature

.....
Witness Name

.....
Witness Address

.....
Witness Occupation

Signed as a deed by

in the presence of:

.....
Assignee

.....
Witness Signature

.....
Witness Name

.....
Witness Address

.....
Witness Occupation