

DEED OF COVENANT

THIS DEED OF COVENANT is made the _____ day of _____ 20__

BETWEEN:-

THE LESSOR :

THE LESSEE :

THE ASSIGNEE :

WHEREAS:

- (1) This Deed is supplemental to a Lease (“the Lease”) of which details are set out in the Schedule hereto
- (2) The Lease contains a covenant by the Lessee that upon any assignment thereof the Lessee will cause the Assignee to enter into a direct covenant with the Lessor to observe and perform the covenants and conditions in the Lease
- (3) The term granted by the Lease is vested in the Lessee
- (4) The reversion immediately expectant on determination of the term granted by the Lease is now vested in the Lessor
- (5) The Lessee desires to assign all his estate and interest in the Lease to the Assignee
- (6) The Assignee has agreed to enter into the covenant hereinafter contained

NOW THIS DEED WITNESSETH that

1. The Assignee HEREBY COVENANTS with the Lessor to pay the rent and the monies reserved by the Lease and to observe and perform the covenants and agreements on the part of the Lessee therein contained to the same extent as if the Lessee were the original lessee to the Lease
2. In this deed where the context so requires the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and where more than one person is included in the expression “the Assignee” covenants and obligations at any time expressed to be made or assumed by such party are made and are construed to be made by all persons jointly and each of them severally

IN WITNESS whereof the Assignee has signed this instrument as his deed in the presence of the person mentioned below the day and year first before written

THE SCHEDULE

Lease Dated :

Made Between : (1) and (2)

Premises known as :

For the term of : _____ years from _____

SIGNED as a DEED
by the ASSIGNEE in the presence of:-)