



- 1.3.3 a defined term shall include each and every part.
- 2 In consideration of THE FUND funding the project the Landowner hereby covenants with THE FUND that in respect of the Land the Landowner will: -
- (a) not without the prior written consent of THE FUND, assign, transfer or charge the Land or grant any lease or license, agree to grant any lease or license or enter into or permit any parting with possession or sharing arrangements whatsoever in respect of the Land;
  - (b) not, save with the prior written consent of THE FUND, to use the Land other than for the purpose of the project; and
  - (c) not damage or destroy the project.
- 3 THE FUND may assign the benefit of this Deed to such person as it thinks fit.
- 4 The Landowner represents that it has power to execute and deliver this Deed and the execution and performance of this Deed has been validly authorised and that this Deed will be valid legal and binding on the Landowner.
- 5 Without prejudice to any right or remedy of THE FUND for breach of covenant occurring before the expiration of this deed, this deed shall expire [insert relevant Asset Liability Period] years from the date of this deed.
- 6 The Landowner hereby consents to and applies to the Chief Land Registrar for the registration at H M Land Registry against the title to the Land or any part of the Land which is now or at any time during the ownership of the Landowner registered at H M Land Registry of a restriction in substantially the following terms: -
- “No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered within a written consent signed by the Big Lottery Fund of 1 Plough Place Fetter Lane London EC4A 1DC.”
- 7 The Landowner shall at its own cost and as soon as reasonably possible register and maintain the registration of the restriction referred to in clause 6 against the title to the Land or any part of the Land which becomes at any time after the date of this deed but during the

ownership of the Landowner registered at the Land Registry and shall deliver to THE FUND an official copy of such title showing registration of the restriction.

Executed as a deed by the

BIG LOTTERY FUND

by PETER WANLESS

Chief Executive

Date:

Executed as a deed by

[Land Owner]

Date:

DRAFT