

Dated \_\_\_\_\_ 201[ ]

(1) **LONDON UNDERGROUND LIMITED**

- and -

(2) **LONDON & CONTINENTAL RAILWAYS LIMITED**

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**DEED OF COVENANT RELATING TO LAND AT  
THE REAR OF PHILBEACH GARDENS, LONDON  
SW5**

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Mishcon de Reya  
Summit House  
12 Red Lion Square  
London WC1R 4QD  
Tel: 020 7440 7000  
Fax: 020 7404 5982  
Ref: APM/37881.18  
E-mail: [arnaud.montagna@mishcon.com](mailto:arnaud.montagna@mishcon.com)

**THIS DEED OF COVENANT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 201[ ]

**BETWEEN**

- (1) **LONDON UNDERGROUND LIMITED** (registered number 1900907) whose registered office is at 42-50 Windsor House, Victoria Street, London SW1H 0TL the ("**Covenantor**") of the one part and
- (2) **LONDON & CONTINENTAL RAILWAYS LIMITED** whose principal office is at 4th Floor, One Kemble Street, London, WC2B 4AN (company registration number 02966054) hereinafter called the "**Covenantee**") of the other part

**WHEREAS**

- (A) This deed of covenant is supplemental to a sale agreement dated 16th August 2007 made between BRB (Residuary) Limited ("**BRB**") (1) N.A.R. Limited (2) and Capital & Counties Limited (3) (the "**Agreement**") relating to land to the north of Earls Court and at the rear of Philbeach Gardens, London, SW5 being all of the land comprised in freehold title number BGL66824 as at the date of this deed as at the date of this Deed (the "**Property**")
- (B) Paragraph 3.3 of the Second Schedule to the Agreement provides that on a disposition of the Property or any part of it the disponee is required to deliver to BRB a covenant under seal in its favour to observe and perform the obligations corresponding to those of the buyer under the Second Schedule of the Agreement.
- (C) The Covenantor has on the [date of this Deed] acquired the freehold interest in the Property from EC Properties GP Limited and EC Properties Nominee Limited.
- (D) BRB was dissolved on 30 September 2013 and the Covenantor understands that the Covenantee now has the benefit of BRB's rights in respect of clawback payments pursuant to the Second Schedule of the Agreement ("**Clawback**")

**NOW THIS DEED WITNESSES** as follows

To the extent that the Covenantee has acquired from BRB the rights to the Clawback the Covenantor hereby covenants with the Covenantee that from the date of this Deed it will henceforth observe and perform and comply with the obligations of the buyer as set out under the Second Schedule of the Agreement in relation to the Property.

In Witness whereof the Covenantor has executed this document as a deed the day and year first before written

**EXECUTED** as a deed by  
**LONDON UNDERGROUND LIMITED**  
acting by two directors or a director and a secretary

Signature	
	Director
Print name	

Signature	
	[Director] / [Secretary]
Print name	