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| Deed of Covenant | | |
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| THIS DEED is made the day of 2019 BETWEEN POBL HOMES AND COMMUNITIES Limited a charitable community benefit society under the Co-operative and Community Benefit Societies Act 2017 No. 31833R whose registered office is situate at Exchange House, The Old Post Office, High Street, Newport, NP20 1AA ("PHC") of the first part and Pobl Living Limited a community benefit society under the Co-operative and Community Benefit Societies Act 2017 No. 23412R whose registered office is situated at Exchange House, The Old Post Office, High Street, Newport, NP20 1AA ("the Transferor") of the second part and [ ] of [ ] ("the Transferee") of the third part | | |
| WHEREAS: | | |
| (1) | The Transferor is the owner of [ ], ("the Property") which was originally transferred by a Transfer dated [ ] and made between Charter of the first part and the Transferor of the second part ("the Original Transfer"). | |
| (2) | The Original Transfer provides that on or before completion of any subsequent Transfer of the Property the Transferee shall enter in a Deed of Covenant with PHC in the form therein contained. | |
| (3)  (4) | The Transferor wishes to transfer the Property to the Transferee and the Transferee has agreed to enter into this Deed of Covenant.  PHC, the Transferor and the Transferee have also agreed to vary the Original Transfer as set out in clause 3 of this deed. | |
| NOW THIS DEED WITNESSETH as follows: | | |
| 1. | The Transferee covenants with PHC: | |
|  | 1.1 | to observe and perform the covenants on the part of the Transferee contained in the Original Transfer as though the same were set out in this Deed. |
|  | 1.2 | in particular and without prejudice to the generality of the foregoing that on or before completion of any subsequent transfer of the Property or the disposition of any part of it the Transferee shall procure that every person to whom the Transferee intends disposing of any part thereof or any interest therein shall enter into a Deed of Covenant with PHC in substantially the same terms as this Deed or as near thereto as possible. |

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| 2.  3. | PHC hereby consent to the transfer to the Transferee of the Property.  PHC, the Transferor and the Transferee agree that the following paragraph shall be added as paragraph 6 of part 8 of the Original Transfer:  “Subject always to the proviso in this paragraph 6, the Transferor shall have all the powers and remedies conferred by the Law of Property Act 1925 (other than to demise the Property under section 121(4) of that Act) to enable it to recover and compel the payment of the Estate Rent Charge, and in addition, if the Estate Rent Charge (or any part thereof) is unpaid three months after the date on which the payment has been demanded (payment having become due) the Transferor may enter the Property and at its discretion:  either hold the Property or;  to do anything which is necessary to make good any default and remain in possession of the Property or the rents and profits from it until all monies due and the costs incurred by the exercise of this power are fully discharged  PROVIDED that before exercising any such powers and remedies the Transferor shall have given no less than 28 days prior written notice of its intention to do so to any mortgagee of the Property whose interest has been noted on the registers of title of the Property.  EXECUTED as a deed by  As attorney for  POBL HOMES AND COMMUNITIES  Under a Power of Attorney dated:  31st December 2020  ……………………………………………..  Signature of Attorney  In the presence of:  ……………………………………………..  Signature of whitness  Name in (BLOCK CAPITALS):  Address:  EXECUTED as a deed  by [ ]  in the presence of:  EXECUTED as a deed  by [ ]  in the presence of: |