

**FORM OF DEED OF COVENANT ON A
LEASE**

THIS DEED OF COVENANT is made the 27th day of JULY 2022

BY

- (1) **ARRIVAL UK LTD** incorporated and registered in England and Wales with company number 09475811 whose registered office is at Beaumont House, Avonmore Road, London, England, W14 8TS ("the Covenantor") to
- (2) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND ("the Council")

1. **Definitions and Interpretation**

1.1 In this Deed the following expressions have the following meanings

- "Property" means the land at Building 3208 and the Western end of the runway Heyford Park, Upper Heyford, Bicester, Oxfordshire being the land more particularly described in the Lease
- "Lease" means a Lease dated [27 JULY] 2022 made between Upper Heyford GP Limited and Upper Heyford Nominee Limited (1) and the Covenantor (2) a copy of which is attached to this Deed
- "Routeing Agreement" means a routeing agreement dated 27 June 2014 made between (1) Upper Heyford GP Limited and Upper Heyford Nominee Limited (2) Dorchester Heyford Park GP Limited and Dorchester Heyford Park Nominee Limited (3) Heyford Park Estate Limited (4) Bovis Homes Limited (5) Heyford Commercial Limited (6) Heyford Commercial Development Limited (7) Heyford Residential Limited (8) Trimont Real Estate Advisors BV (9) Lloyds Bank plc and (10) The Oxfordshire County Council
- "Obligations" means the obligations on the part of the Landowners (as defined in the Routeing Agreement) contained in Clause 3 of the Routeing Agreement

- 1.2 Reference in this Deed to the Covenantor shall include references to its successors in title and assigns to the Property or any part or parts thereof and to persons claiming through or under them
- 1.3 Words importing one gender include other genders and the singular includes the plural and vice versa
- 1.4 Any reference to an enactment includes any amendment or modification of it and the version of it for the time being in force shall apply
- 1.5 Headings in this deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.6 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this deed
- 1.7 Where the context so requires persons includes bodies corporate associations and partnerships and vice versa
- 1.8 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons
- 1.9 Where more than one party enters into any obligation or liability those parties are jointly and severally liable
- 1.10 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. **Preliminary**

- 2.1 By the Lease the Property has been let to the Covenantor
- 2.2 This Deed is made further to the Routeing Agreement
- 2.3 For the purposes of the Highways Act 1980 the Council is the highway authority for certain highways in the area which includes the Property
- 2.4 For the purposes of the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the traffic authority for certain highways in the area which includes the Property

2.5 This Deed is made pursuant to the Council's powers under the aforementioned Acts and the provisions of Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers

3. **Covenants**

3.1 The Covenantor covenants with the Council:

3.1.1 to comply with the Obligations as if all references therein to the Landowner were references to the Covenantor and all references therein to the Site were references to the Property;

3.1.2 Not at any time to mortgage convey transfer or grant a tenancy lease or licence in respect of the Property or any part of it without first procuring that the person to whom the Property or any part of it is to be mortgaged conveyed transferred or leased or with whom any such tenancy agreement is to be made has provided a deed of covenant to the Council in a form substantially the same as this Deed of Covenant and on completion of that deed of covenant to supply a copy to the Council

4. **Application of Provisions of the Routeing Agreement**

4.1 The Covenantor hereby agrees that the provisions of Clauses 2.5 (release of liability), 7.2 (costs), 8 (height restrictions), 10 (third party rights), 11 (notices), 12 (no waiver) and 13 (no fetter) of the Routeing Agreement shall apply to this Deed of Covenant as if they were set out in full herein and with all references to:-

4.1.1 "This Agreement" being references to this Deed
of Covenant

4.1.2 "Landowner" being references to the Covenantor

4.1.3 "Site" being references to the Property

5 **Noting at HM Land Registry**

In the event that the title to the Property is registered or registrable the Covenantor

consents to the noting of this Deed of Covenant on the register of the title to the
Property

6 **Legal and Administration Fees**

6.1 Subject to the provisions of clause 6.2 below, the Covenantor shall on completion
of this Deed pay to the Council the sum of £120 towards the Council's legal and
administration fees in connection with this Deed plus if applicable the sum of £40
for registration pursuant to Clause 5

6.2 The Covenantor shall not be required to pay the Council's legal and administration
fees at clause 6.1 above in the event that the Covenantor is occupying the
Property on a licence for a period of 3 months or less and at the date of
completion of the licence is not and has not previously been in occupation of the
Property

7 **Delivery of Deed to Council**

The Covenantor shall immediately following completion of this Deed send the signed
and dated original deed to the Council addressed to Oxfordshire County Council, Law
and Culture, County Hall, New Road, Oxford OX1 1ND

IN WITNESS whereof this Deed has been executed as a deed the day and year first before
written

Executed as a deed by **ARRIVAL UK LTD**
acting by a director
in the presence of:-

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)
)
4B5EE62EA26A439

Tim Holbrow

.....
Director

DocuSigned by:

Signature of Witness
EABE4B7347444AF.....

CHIARA CREASON

Name (IN BLOCK CAPITALS).....

Address ..Flat 40, The High, Streatham High Road,.....
SW161EY, London
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