

THIS DEED OF ASSIGNMENT is BETWEEN:

(1) <<Current Tenant's Name>>, a company registered under number <<Company Registration Number>> at <<Current Tenant's Address>> ('Assignor') and

(2) <<New Tenant's Name>>, a company registered under number <<Company Registration Number>> at <<New Tenant's Address>> ('Assignee')

BACKGROUND

A. The tenant's interest under the lease (the "Lease") is now vested in the Assignor.

B. The Assignor wishes to assign the Lease to the Assignee.

1. Definitions and Interpretation

1.1 In this deed, except where the context otherwise requires, the following terms shall have the following meanings:

'Landlord'	includes the person or persons for the time being entitled to the reversion in the Premises upon the determination of the Term;
'Lease'	means the lease(s) dated <<date>> and made between <<landlord>> and <<tenant>> (2);
'Premises'	means <<premises>>;
['Premium']	means <<premium>> []
'Tenant'	means the person or persons in whom the Term is from time to time vested;
'VAT'	means Value Added Tax by the Value Added Tax Act 1994.

2. Assignment

2.1 In consideration of:

2.1.1 [the Premium] being paid to the Assignor (of which the Assignor acknowledges receipt);

2.1.2 the covenants contained in this deed

the Assignor assigns to the Assignee for the unexpired residue of the term granted by the Lease and all the covenants and all terms and conditions contained in the Lease.

2.2 The Premises are assigned to the Assignee for the following matters:

- 2.2.1 incumbrances disclosed or not by inspection of the Premises before the date of this deed;
- 2.2.2 incumbrances disclosed or not and could not reasonably know about;
- 2.2.3 matters (other than incumbrances) disclosed or not by the searches and enquiries that a prudent assignee would make before entering into this deed;
- 2.2.4 any notice or other document made (whether before or after the date of this deed) in pursuance of any statutory authority;
- 2.2.5 any matters disclosed or not by documents provided by the Assignor to the Assignee.

3. Title guarantee

- 3.1 The Lease is assigned with the benefit and burden of the covenants contained therein.
- 3.2 The covenants set out in Schedule 1 (Miscellaneous Provisions) shall not extend to any breach of the Lease relating to the use of the Premises.

4. General

- 4.1 The parties agree that no party to this deed has no right arising solely by virtue of the Law of Property (Miscellaneous Provisions of Third Parties) Act 1999 to enforce any terms of the Lease.

THIS DEED has been executed as a deed on the day on which it has been dated

[Execution clauses for assignor:]

Executed as a deed by affixing the common seal of
<<Assignor's Name>>
in the presence of

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by

Signature:

<<Assignor's Name>>

acting by [a director and its
secretary] [two directors]

Director

Signature:

OR (alternative company execution)

Executed as a deed by
<<Assignor's Name>>

[Director][Secretary]

Signature:

acting by a director in the
presence of

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where assignor is sole director)

Signed as a deed by
<<Assignor's Name>>
in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for assignee:]

Executed as a deed by affixing
the common seal of
<<Assignee's Name>>

<<affix seal here>>

in the presence of

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by
<<Assignee's Name>>

acting by [a director and its
secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution)

Executed as a deed by
<<Assignee's Name>>

acting by a director in the
presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Signature:

Director

OR (execution clause where assignee is a company)

Signed as a deed by
<<Assignee's Name>>

in the presence of

Signature of witness _____

Signature:

Name (in BLOCK CAPITALS) _____

Address _____

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