

THIS DEED OF SURRENDER is BETWEEN:

(1) <<Landlord's Name>> a company (<<Landlord's Company>> under number <<Landlord's Registration Number>> whose registered office is at <<Landlord's Address>>

(2) <<Tenant's Name>> a company (<<Tenant's Company>> under number <<Tenant's Registration Number>> whose registered office is at <<Tenant's Address>> (hereinafter referred to as the 'Tenant').

BACKGROUND

A. The landlord's interest under the Lease and the tenant's interest under the Lease

B. It has been agreed that the Tenant shall surrender the Premises to the Landlord in accordance with Clause 3 below and of] the Lease and the Landlord will accept such surrender.

1. DEFINITIONS

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

'Landlord' includes the Landlord and its successors in title and the reversion interest in the Premises;

'Lease' means the Lease entered into between <<landlord>> and <<tenant>> dated <<date>>

'Premises' means <<description of premises>>

'Tenant' includes the Tenant and its successors in title and the interest vested in the Tenant under the Lease.

2. INTERPRETATIONS

2.1 "The Lease" includes all documents supplemental to the Lease whether or not they are so described.

2.2 The clause heading shall not be construed to account for the purposes of the Lease.

3. SURRENDER AND ACCEPTANCE

3.1 In consideration of the sum of <<sum of money in words>> (£<< sum of money in figures >>)) paid by the Tenant to the Landlord and of] the release and discharge of the Landlord and releases to the Landlord (whether statutory or otherwise) that the residue of the interest or rights of the Tenant in the Premises from the Lease or by

<<month>> <<year>> and is made

in the Country of Incorporation of Landlord's (<<Landlord's Country of Incorporation Number>> whose registered office is at <<Landlord's Address>> (the 'Landlord') and

in the Country of Incorporation of Tenant's (<<Tenant's Country of Incorporation Number>> whose registered office is at <<Tenant's Address>>

(the 'Lease') is now vested in the Landlord and the Tenant.

the Tenant's estate and interest in the Premises shall be surrendered to the Landlord by the Landlord referred to in Clause 4 below and the Landlord will accept such surrender.

otherwise requires, the following terms shall have the following meanings:

the time being entitled to the reversion interest in the determination of the Term;

dated <<date>> and made between <<landlord>> and <<tenant>>

from the Term is from time to time

documents supplemental to the Lease whether or not they are so described.

account for the purposes of the Lease.

<<sum of money in words>> (£<< sum of money in figures >>)) paid by the Tenant to the Landlord and of] the release and discharge of the Landlord and releases to the Landlord (whether statutory or otherwise) that the residue of the interest or rights of the Tenant in the Premises from the Lease or by

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otherwise shall merge in the reversion immediately expectant on the term of the Lease.

3.2 The Landlord accepts...

4. THE RELEASE

4.1 The Landlord and the other party from all their obligations contained in the Lease or any other deed or document (other than this deed) whether past present or future such actions proceedings costs claims demands and liabilities.

5. LAND REGISTRY

5.1 The Tenant is to register the Lease and the right title with the Landlord and use all reasonable endeavours to ensure that the Lease is registered in removing any notice of the Lease and the right title from the Landlord's registered title.

6. RIGHTS OF THIRD PARTIES

6.1 A person who is not a party to the Contracts (Rights of Third Parties) Act 1999 has no right arising solely by virtue of this deed to enforce any terms of this deed.

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

[Execution clauses for landlord:]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by <<Landlord's Name>> acting by [a director and its secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

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OR (alternative company execution clause)

Executed as a deed by
<<Landlord's Name>>
acting by a director in the
presence of

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where landlord signs)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by
<<Tenant'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
<<Tenant's Name>>
acting by a director in the
presence of

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where tenancy is by deed)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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