**DEED OF SURRENDER**

**HM LAND REGISTRY**

**LANDLORD’S TITLE NUMBER:**

**TENANT’S TITLE NUMBER:**

THIS DEED OF SURRENDER is made the *(day)* of *(date)*

BETWEEN:

*(Landlord’s name)* of *(landlord’s address) OR* the registered office of which is at *(address)* (“the Landlord”);

*(Tenant’s name)* of *(tenant’s address)* *OR* the registered office of which is at *(address)* (“the Tenant”); and

[*(Tenant’s guarantor’s name)* of *(tenant’s guarantor’s address)* *OR* the registered office of which is at *(address)* (“the Tenant’s Guarantor”).]

**BACKGROUND**

1. This Deed is supplemental to the Lease.
2. The Landlord is entitled to the immediate reversion of the Lease.
3. The residue of the term of the Lease is vested in the Tenant.
4. [The Tenant’s Guarantor has entered into a Guarantee in respect of the Tenant’s covenants in the Lease].
5. The Landlord and the Tenant have agreed to enter into this Deed.

**AGREED TERMS**

1. **Interpretation**

1.1 In this Deed, the following terms shall have the following meanings:

HMLR H M Land Registry

Lease the lease of the Property dated *(date)* and made between the Landlord and the Tenant.

Property the property known as (*address of the property*).

[Guarantee (*details of any guarantee, if applicable)*.]

VAT value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 The clause and paragraph headings in this Deed are for ease of reference only and are not to be taken into account in the construction or interpretation of the clause or paragraph to which they refer.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 A reference to writing or written includes faxes and e-mails.

1.6 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease.

1. **Surrender**

In consideration of the sum of £*(amount)* [including*/*excluding] VAT paid by the Tenant to the Landlord and of the release(s) contained in clause 3 [and clause 4] hereof, the Tenant surrenders and yields and releases to the Landlord all the Tenant’s estate, interest and rights in the Property and the Landlord accepts the surrender.

1. **Release of the Landlord and the Tenant**

The Landlord and the Tenant each release the other party from all their obligations contained in and all liabilities whatever under the Lease or any other deed or documents supplemental to the Lease whether past, present or future and all damages, actions, proceedings, costs, claims, demands and expenses arising with such obligations and liabilities.

1. **[Release of the Tenant’s Guarantor**

The Landlord releases the Tenant’s Guarantor from covenants, indemnities and other obligations arising under or in respect of the Lease and Guarantee and from all liability for any subsisting breach of those covenants, indemnities and other obligations.]

1. **Documents and payments**

5.1 On the date of this Deed, the Tenant shall:

1. deliver to the Landlord:

(1) the Lease; [and]

(2) *(specify any other documents required).*

1. pay to the Landlord £(*amount*) the fees to HMLR for the applications for:

(1) any notice of the Lease to be cancelled; and

(2) the registered title to the Lease to be closed.

5.2 The Tenant shall within seven working days of any written request from the Landlord, supply the Landlord with all further documents and information required in connection with any requisition raised by HMLR.

In witness of which the parties have executed this Deed the day and year first above written.

Signed as a deed by the Landlord:

(*signature of Landlord*)

In the presence of a witness:

(*signature, name, address and occupation of witness*)

Signed as a deed by the Tenant:

(*signature of Tenant*)

In the presence of a witness:

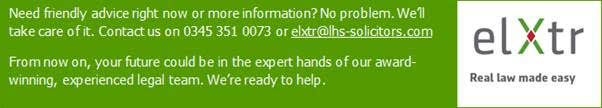
(*signature, name, address and occupation of witness*)

Signed as a deed by the Tenant’s Guarantor:

(*signature of Tenant’s Guarantor*)

In the presence of a witness:

(*signature, name, address and occupation of witness*)



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