

Dated

2020

RAISE THE BAR RETIREMENT BENEFITS SCHEME

and

RAISE THE BAR LIMITED

DEED OF SURRENDER

RELATING TO

GROUND FLOOR OFFICE SUITE 13A TIGER COURT

**Excello
Law** 

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THIS DEED is dated

HM Land Registry

Landlord's title number:

Administrative area:

Tenant's title number:

Administrative area:

PARTIES

- (1) **RAISE THE BAR RETIREMENT BENEFITS SCHEME** of 18 Soho Square, London, W1D 3QL, United Kingdom (the Landlord);
- (2) **RAISE THE BAR LIMITED**, a company incorporated and registered in England and Wales with company number 05210686, whose registered office is at 13a Tiger Court Kings Business Park, Knowsley, Merseyside, L34 1PJ (the Tenant).

BACKGROUND

- (A) This Deed is supplemental to the Lease.
- (B) The Landlord remains entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease remains vested in the Tenant.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

Landlord's Conveyancer	Excello Law Limited of One City Place, Chester, Cheshire, CH1 3BQ, United Kingdom
Lease	a lease of the ground Floor unit 13a Tiger Court, Kings Business Park Knowsley dated 9 September 2019 and made between the Landlord and the Tenant, and all documents supplemental or collateral to that lease.
Property	as demised by the Lease.
VAT	value added tax or any equivalent tax chargeable in the UK.

1.2 Clause headings shall not affect the interpretation of this Deed.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** does not include fax or email.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Deed) at any time.
- 1.11 References to clauses are to the clauses of this Deed.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.14 The expressions **landlord covenant** and **tenant covenant** each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

2. Surrender

- 2.1 In consideration of £1.00:
- i) Tenant surrenders and yields up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property and the Landlord accepts the surrender.
- 2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

3. Release

- 3.1 Subject to Clause 3.2:
- (a) The Landlord releases the Tenant from all the tenant covenants of the Lease and from all liability for any subsisting breach of any of them.

(b) The Tenant releases the Landlord from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them.

3.2 The releases set out in Clause (a) and Clause (b) are conditional upon the surrender of the Lease pursuant to Clause 2.1 taking effect so that, if the surrender of the Lease pursuant to Clause 2.1 does not take effect for any reason whatsoever, the releases set out in Clause (a) and Clause (b) shall also not take effect.

4. Documents

On the date of this Deed the Tenant shall deliver to the Landlord, or to the Landlord's Conveyancer the Lease.

5. Joint and several liability

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this Deed. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant without affecting the liability of any other of them.

6. Third Party Rights

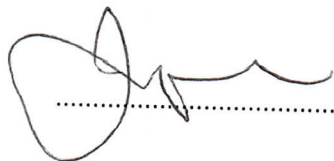
A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

7. Governing law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

THIS AGREEMENT HAS BEEN ENTERED INTO AS A DEED ON THE DATE STATED AT THE BEGINNING OF IT.

Executed as a deed by Raise the Bar
Retirement Benefits Scheme
acting by two trustees




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4- JS

4- CRANFORDS

Executed as a deed by RAISE THE BAR
LIMITED


.....

in the presence of

.....
SIGNATURE OF WITNESS


.....

NAME OF WITNESS
LAURA MOORE

47 Drakefield Rd
Liverpool L17 1AT

ADDRESS OF WITNESS