

DATED _____ **2020**

URBAN&CIVIC ALCONBURY LIMITED (1)

and

CAMBRIDGESHIRE AND (2)
PETERBOROUGH COMBINED
AUTHORITY

DEED OF SURRENDER

relating to
property known as First Floor,
Incubator 2 on the site known as
Alconbury Weald Enterprise Campus,
Alconbury Weald, Huntingdon PE28
4XA

MILLS & REEVE

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THIS DEED is made on

2020

HM Land Registry

Landlord's title number: CB350303

Administrative area: Cambridgeshire: Huntingdonshire

Tenant's title number: CB435615

Administrative area: Cambridgeshire: Huntingdonshire

BETWEEN:

- (1) **URBAN&CIVIC ALCONBURY LIMITED** incorporated and registered in England and Wales with company number 08983360 whose registered office is at 50 New Bond Street, London W1S 1BJ ("**Landlord**"); and
- (2) **CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY** of Incubator 2, The Boulevard, Enterprise Campus, Alconbury Weald, Huntingdon PE28 4XA ("**Tenant**").

WHEREAS:

- (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.
- (D) The Landlord and the Tenant have agreed to enter into this Deed.

IT IS AGREED:

1 Interpretation

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

1.1 Definitions:

"Annual Rent" means the rent reserved pursuant to clause 2.2.1 of the Lease.

"HMLR" means HM Land Registry.

"Landlord's Conveyancer" means Mills & Reeve LLP of Botanic House, 100 Hills Road, Cambridge CB2 1PH (ref: CDJH/4033584-0138).

"Lease" means the lease of property known as First Floor, Incubator 2 on the site known as Alconbury Weald Enterprise Campus, Alconbury Weald, Huntingdon PE28 4XA dated 14 August 2018 and made between Urban&Civic Alconbury Limited (1) and Cambridgeshire and Peterborough Combined Authority (2) and all documents supplemental or collateral to that lease.

"Property" means the leasehold property known as First Floor, Incubator 2, Alconbury Weald Enterprise Campus as demised by, and more particularly defined in, the Lease.

“**VAT**” means 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).
- 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 excludes fax and 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:
 - 2.1.1 the Tenant paying £151,537.50 (excluding VAT) to the Landlord (of which the Landlord acknowledges receipt); and
 - 2.1.2 the Landlord and the Tenant granting the releases contained in clause 4;the 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 Value added tax

On the date of this Deed, the Tenant shall pay the Landlord any VAT properly chargeable on the consideration stated in clause 2.

4 Releases

4.1 Subject to clause 4.2:

4.1.1 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; and

4.1.2 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.

4.2 The releases set out in clause 4.1.1 and clause 4.1.2 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 4.1.1 and clause 4.1.2 shall also not take effect.

5 Payments

On completion of this Deed, the Tenant shall pay to the Landlord all Annual Rent and other sums due under the Lease up to, and including, completion of this Deed, to the extent that such sums have not already been paid.

6 Documents and HMLR requirements

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

6.1.1 deliver to the Landlord, or to the Landlord's Conveyancer:

- (i) the Lease; and
- (ii) the original part of this Deed.

6.1.2 pay to the Landlord £30, the fees payable to HMLR for the applications for:

- (i) any notice of the Lease to be cancelled;
- (ii) cancellation of the registration of any easements or rights granted by or over, or reserved out of, the Lease; and
- (iii) closure of the registered title to the Lease.

6.2 The Tenant shall, within five 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 on such applications.

7 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.

8 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 Deed has been entered into on the date stated at the beginning of it.

Executed as a deed by **URBAN&CIVIC**)
ALCONBURY LIMITED acting by a director)
in the presence of:)
)

.....
Director's signature

.....
Director's name

Witness' signature:

Witness' name (BLOCK CAPITALS):

Witness' address:

Witness' occupation:

Executed as a deed by)
CAMBRIDGESHIRE AND)
PETERBOROUGH COMBINED)
AUTHORITY)

acting by a director in the presence of:

.....
Director's signature

.....
Director's name

Witness' signature:

Witness' name (BLOCK CAPITALS):

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Witness' occupation: