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**This document provides a general overview of the key terms of a Deed of Surrender. The document is governed by Irish law and should only be used in Ireland. If any changes are made to the contents of this document, you need to ensure that any cross-referencing is updated.**

**It is not possible to provide comprehensive advice on the matters that may apply in the particular circumstances of your business in this document. Its contents are also by no means exhaustive. You should take legal advice before entering into this or any other legal documents. If you have any queries or concerns in relation to this document, we recommend that you seek legal advice before taking any further action. Adams Law are not responsible whatsoever in respect of any actions taken or not taken by you or any third party on the basis of this document.**

DATED DAY OF 20[ ]

[XYZ] LIMITED

-and-

[ABC] LIMITED

DEED OF SURRENDER

PROPERTY [ ]

**SURRENDER** made on the day of 20[ ]

**BETWEEN**

**[XYZ] LIMITED** having its registered office at [ ] (hereinafter called “The Tenant” which expression shall where context so admits or requires include its successors and assigns) of the one part and;

**[ABC] LIMITED** having its registered office at [ ] (hereinafter called “the Landlord” which expression shall where the context so admits or requires include its successors and assigns) of the other part.

**WHEREAS:**

1. By a Lease dated the [ ] 20 [ ] made between the Landlord of the first part, the Tenant of the second part and [Guarantor] of the third part (hereinafter called “the Lease”) the property more particularly described in the First Schedule hereto (hereinafter called “the Premises”) was demised unto the Tenant for a term of [ ] years [ ] months from the [ ] 20[ ] subject to the yearly rent thereby reserved and to the covenants on the part of the lessee and the conditions therein contained.

**B.** The Tenant has agreed to surrender all its estate, title and interest in the Premises (hereinafter called "the Premises") in consideration of €[1.00].

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of €[1.00] paid by the Tenant to the Landlord (the receipt whereof the Landlord hereby acknowledges) the Tenant as beneficial owner **HEREBY ASSIGNS AND SURRENDERS AND YIELDS UP** unto the Landlord **ALL** its estate, title, interest and rights inthe Premises [including exclusive rights to use car-parking spaces] **TO HOLD** the same unto the Landlord for all the residue now unexpired of the term of years granted by the Lease to the intent that the residue of the term of years created by the Lease and all or any other estate, interest or rights of the Tenant in the Premises whether granted by or arising from the Lease or otherwise shall henceforth merge and be extinguished in the reversion of the Landlord immediately expectant upon the term of years created by the Lease.

**IT IS HEREBY FURTHER CERTIFIED** that the consideration for this surrender is wholly attributable to property which is not [residential property].

**IN WITNESS** whereof the parties hereto have hereunto executed these presents in the manner following this day and year first herein **WRITTEN.**

### FIRST SCHEDULE

**(“The Premises”)**

**ALL THAT** [ ].

**PRESENT** when the **COMMON SEAL**

of [XYZ] LIMITED

was affixed hereto:-

**PRESENT** when the **COMMON SEAL**

of [ABC] LIMITED

was affixed hereto:-

**Dated the day of 20[ ]**

**[XYZ] LIMITED**

##### One Part

**and**

**[ABC] LIMITED**

##### Other Part

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

### DEED OF SURRENDER

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