

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**Current Report
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **June 15, 2022**

ADAPT IMMUNE THERAPEUTICS PLC

(Exact name of registrant as specified in its charter)

England and Wales
(State or other jurisdiction of
incorporation)

1-37368
(Commission File Number)

Not Applicable
(IRS Employer Identification No.)

**60 Jubilee Avenue, Milton Park
Abingdon, Oxfordshire OX14 4RX
United Kingdom**
(Address of principal executive offices, including zip code)

(44) 1235 430000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| <u>Title of each class</u> | <u>Trading Symbol</u> | <u>Name of each exchange on which registered</u> |
|---|-----------------------|--|
| American Depositary Shares, each representing 6 Ordinary Shares, par value £0.001 per share | ADAP | The Nasdaq Global Select Market |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On June 15, 2022, Adaptimmune Therapeutics plc (the “Company” or “Adaptimmune”) entered into a Deed of Surrender of Part with MEPC Milton Park No. 1 Limited and MEPC Milton Park No. 2 Limited (“MEPC”) through which the Company surrendered part of the property known as 39 Innovation Drive, Milton Park, Oxfordshire, U.K. (“39 Innovation Drive”) to MEPC (the “Deed of Surrender”) so that MEPC could grant a lease to The Electricity Network Company Limited on June 15, 2022 in connection with the installation of an electricity substation to serve Adaptimmune’s facility at 39 Innovation Drive (the “Substation Lease”). On June 15, 2022, the Company also entered into a Deed of Variation with MEPC of the lease of 39 Innovation Drive dated February 28, 2018 between MEPC and the Company (the “39 Innovation Drive Lease”) to implement variations to the 39 Innovation Drive Lease so that it is subject to rights granted in the Substation Lease related to the laying and maintenance of cables for the electricity substation (the “Deed of Variation”). All other terms of the 39 Innovation Drive Lease remain unchanged.

The foregoing descriptions of the Deed of Surrender and the Deed of Variation are qualified in their entirety by reference to the full text of such documents, copies of which are filed herewith as Exhibit 10.1 and Exhibit 10.2, respectively, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

| <u>Exhibit No.</u> | <u>Description of Exhibit</u> |
|--------------------|---|
| 10.1 | <u>Deed of Surrender of Part dated June 15, 2022, between MEPC Milton Park No 1 Limited and MEPC Milton Park No. 2 Limited and Adaptimmune Limited relating to a lease of 39 Innovation Drive, Milton Park.</u> |
| 10.2 | <u>Deed of Variation dated June 15, 2022, between MEPC Milton Park No 1 Limited and MEPC Milton Park No. 2 Limited and Adaptimmune Limited relating to a lease of 39 Innovation Drive, Milton Park.</u> |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

ADAPT IMMUNE THERAPEUTICS PLC

Date: June 15, 2022

By: /s/ Margaret Henry

Name: Margaret Henry

Title: Corporate Secretary

DATED 15 June 2022

(1) MEPC MILTON PARK NO.1 LIMITED AND MEPC MILTON PARK NO.2 LIMITED

and

(2) ADAPT IMMUNE LIMITED

DEED OF SURRENDER OF PART

relating to a lease dated 28 February 2018 of

39 INNOVATION DRIVE
MILTON PARK

Knights plc
Midland House
West Way
Botley
Oxford
OX2 0PH
AN **MEPC** ASSET

This Deed of Surrender is made the 15th day of June 2022 between:

- (1) **MEPC MILTON PARK NO. 1 LIMITED** (Company number 5491670) and **MEPC MILTON PARK NO. 2 LIMITED** (Company number 5491806), on behalf of MEPC Milton LP (LP No. 014504), both of whose registered offices are at Sixth Floor, 150 Cheapside, London EC2V 6ET (the **Landlord**); and
- (2) **ADAPT IMMUNE LIMITED** (Company number 6456741) whose registered office is at 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire, England OX14 4RX (the **Tenant**)
IS SUPPLEMENTAL to the Lease:

WHEREAS:

- A. The residue of the term granted by the Lease is vested in the Tenant;
- B. The reversion expectant on the determination of the term granted by the Lease is vested in the Landlord;
- C. The Landlord and the Tenant have agreed that the Tenant will surrender all its estate and interest in the Surrender Property to the Landlord.

NOW THIS DEED WITNESSETH as follows:

DEFINITIONS

1. In this Deed the following words and expressions have the following meanings unless the context otherwise requires:
 - 1.1 **Lease** means a lease of the Property dated 28 February 2018 made between (1) MEPC Milton Park No. 1 Limited and MEPC Milton Park No. 2 Limited and (2) Adaptimmune Limited as varied by a deed of variation dated 20 August 2021 made between (1) MEPC Milton Park No. 1 Limited and MEPC Milton Park No. 2 Limited and (2) Adaptimmune Limited and all documents supplemental thereto;
 - 1.2 **Property** means 39 Innovation Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RT more particularly described in and demised by the Lease;
 - 1.3 **Remaining Property** means the Property excluding the Surrender Property;
 - 1.4 **Surrender Property** means the part of the Property as shown edged green on the plan annexed to this Deed.

SURRENDER AND ACCEPTANCE

2. The Tenant with full title guarantee HEREBY SURRENDERS and yields up to the Landlord (and the Landlord accepts such surrender and yielding up) all its estate interest and rights in the Surrender Property to the intent that the residue of the term of years granted by the Lease and all or any other estate interest or rights of the Tenant in the Surrender Property whether granted by or arising from the Lease or by any deed or document supplemental to the Lease or otherwise shall merge and be extinguished in the reversion expectant on the determination of the term of years granted by the Lease.

RELEASE OF TENANT

3. Subject to the proviso set out below in this clause 3:
 - 3.1 the Landlord releases the Tenant from all the tenant covenants of the Lease in so far as they relate to the Surrender Property and from all liability for any subsisting breach of any of those covenants; and
 - 3.2 the Tenant releases the Landlord from all the landlord covenants of the Lease in so far as they relate to the Surrender Property and from all liability for any subsisting breach of any of them
- The releases set out in clause 3.1 and clause 3.2 are conditional upon the surrender of the Surrender Property pursuant to clause 2 taking effect so that, if the surrender of the Surrender Property pursuant
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to clause 2 does not take effect for any reason whatsoever, the releases set out in clause 3.1 and clause 3.2 shall also not take effect.

CONTINUING EFFECT

4 The Lease shall continue in relation to the Remaining Property in full force and effect save as modified by this Deed.

5 The Principal Rent reserved by the Lease shall continue to be charged on the Remaining Property as originally applied to the Property and shall be payable as provided in the Lease.

INTERPRETATION

6 The headings in this Deed are for convenience only and do not affect the construction thereof and if any party to this Deed is more than one person then their covenants are joint and several.

EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

SUCCESSORS

8 This deed binds the respective successors in title of the Landlord and the Tenant.

GOVERNING LAW

9 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.

JURISDICTION

10 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

Executed by the parties as a **Deed** on the date stated at the beginning of this document

EXECUTED as a DEED by
Paul Pavia
as attorney for **MEPC MILTON PARK NO. 1 LIMITED** in the presence
of: }

/s/ Paul Pavia

.....

Paul Pavia as attorney for **MEPC MILTON PARK NO. 1
LIMITED**

/s/ Philip Campbell
.....

Signature of witness

Witness name: Philip Campbell

Address: 99 Park Drive OX14 4RY

EXECUTED as a DEED by
Paul Pavia
as attorney for **MEPC MILTON PARK NO. 2 LIMITED** in the presence
of: }

/s/ Paul Pavia

.....

Paul Pavia as attorney for **MEPC MILTON PARK NO. 2
LIMITED**

/s/ Philip Campbell
.....

Signature of witness

Witness name: Philip Campbell

Address: 99 Park Drive OX14 4RY



EXECUTED AS A DEED by **ADAPTImmune Limited** acting by a
director and the company secretary or by two directors

}

/s/ Margaret Henry

Director
Director/Company Secretary

/s/ Gavin Wood



DATED 15th June 2022

(1) MEPC MILTON PARK NO.1 LIMITED AND MEPC MILTON PARK NO.2 LIMITED

and

(2) ADAPTIMMUNE LIMITED

DEED OF VARIATION

relating to a lease of

39 INNOVATION DRIVE
MILTON PARK

PARTICULARS

DATE : 15th June 2022

LANDLORD : **MEPC MILTON PARK NO. 1 LIMITED** (Company number 5491670) and **MEPC MILTON PARK NO. 2 LIMITED** (Company number 5491806), on behalf of MEPC Milton LP (LP No. 014504), both of whose registered offices are at Sixth Floor, 150 Cheapside, London EC2V 6ET;

TENANT : **ADAPT IMMUNE LIMITED** (Company number 6456741) whose registered office is at 60 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire, England OX14 4RX

BACKGROUND

- (A) This Deed is supplemental to the Lease;
 - (B) The Landlord and the Tenant have agreed that the Lease shall be varied as set out in this Deed.
- The parties agree as follows:

1 DEFINITIONS

1.1 In this Deed, unless the context requires otherwise, the following definitions shall apply:

| | |
|-----------------|--|
| Landlord | includes successors in title to the freehold estate in the Property; |
| Lease | a lease of the Property dated 28 February 2018 made between (1) MEPC Milton Park No. 1 Limited and MEPC Milton Park No. 2 Limited and (2) Adaptimmune Limited as varied by a deed of variation dated 20 August 2021 made between (1) MEPC Milton Park No. 1 Limited and MEPC Milton Park No. 2 Limited and (2) Adaptimmune Limited and all documents supplemental thereto; |
| Property | 39 Innovation Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RT more particularly described in and demised by the Lease; and |
| Tenant | includes successors in title to the term created by the Lease. |

- 1.2 The Particulars are incorporated in and form part of this Deed so that in this Deed the words and expressions set out in the Particulars shall have the meanings ascribed to them in the Particulars.
 - 1.3 Expressions defined in the Lease shall (save where the context requires otherwise) have the same meanings as in this Deed.
 - 1.4 The provisions of the Lease relating to its interpretation apply to this Deed except to the extent that they are expressly varied by this Deed.
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2 VARIATION

In consideration of the sum of one pound (£1) paid by the Tenant to the Landlord (receipt of which the Landlord acknowledges) it is mutually agreed and declared that with effect from the date of this Deed the Lease shall be varied in accordance with the provisions set out in the Schedule.

3 CONTINUING EFFECT

The Lease shall continue in full force and effect save as modified by this Deed and the covenants, conditions, stipulations and provisions of the Lease shall have effect as though the provisions contained in the Schedule had been incorporated in the Lease from and including the date of this Deed.

4 EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

5 SUCCESSORS

This Deed binds the respective successors in title of the Landlord and the Tenant.

6 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.

7 JURISDICTION

Each party irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

Executed by the parties as a **Deed** on the date stated at the beginning of this document

SCHEDULE

Agreed Variations to the Lease

1. In the **PRESCRIBED CLAUSES LR4**, shall be deemed to read as follows:

| | | |
|----------------------|---|--|
| LR4. Property | : | In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. 39 Innovation Drive, Milton Park, Abingdon, Oxfordshire, OX14 4RT shown edged red on the Plan (excluding the Substation shown edged green on the Plan) with a gross internal floor area of 4,275 square metres (46,017 square feet) measured in accordance with the RICS Code of Measuring Practice (sixth edition) |
|----------------------|---|--|

2. In **Clause 1.1** the following definitions shall be deemed to read as follows:

"Encumbrances means:

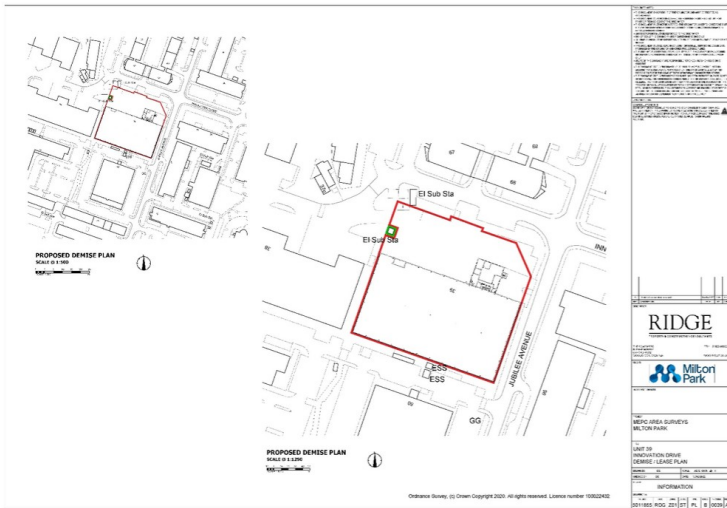
- (a) The obligations and encumbrances (if any) specified in Part III of the First Schedule; and
- (b) the Substation Lease;"

"Property means the property described in the Prescribed Clauses and includes any part of it, any alteration or addition to the Property and any fixtures and fittings in or on the Property but excludes the Substation;"

3. The following definitions shall be deemed to be added to **Clause 1.1**:

"Substation means the electricity substation and land demised by and comprised in the Substation Lease;"

"Substation Lease means a lease of the Substation dated 15th June 2022 made between (1) the Landlord and (2) The Electricity Network Company Limited;"



RIDGE

Milton Park

MEPC AREA SURVEYS
MILTON PARK

Leaf 05
INDUSTRIAL GROUP
DENISE LEASE PLAN

INFORMATION

0511855-IND-201711

EXECUTED as a DEED by
Paul Pavia
as attorney for **MEPC MILTON PARK NO. 1 LIMITED** in the
presence of: }

/s/ Paul Pavia

.....
Paul Pavia as attorney for **MEPC MILTON PARK NO. 1
LIMITED**

/s/ Philip Campbell
.....
Signature of witness

Witness name: Philip Campbell

Address: 99 Park Drive OX14 4RY

EXECUTED as a DEED by
Paul Pavia
as attorney for **MEPC MILTON PARK NO. 2 LIMITED** in the
presence of: }

/s/ Paul Pavia

.....
Paul Pavia as attorney for **MEPC MILTON PARK NO. 2
LIMITED**

/s/ Philip Campbell
.....
Signature of witness

Witness name: Philip Campbell

Address: 99 Park Drive OX14 4RY

EXECUTED AS A DEED by **ADAPTImmune Limited** acting by a
director and the company secretary or by two directors

}

/s/ Gavin Wood

Director
Director/Company Secretary

