

DATED *4th May* 2006

**WEST BERKSHIRE DISTRICT COUNCIL ("the
Landlord")**

and

STEPHEN ALAN HARTLEY ("the Tenant")

and

STEPHEN ALAN HARTLEY ("the Guarantor")

**DEED OF SURRENDER
of
AFC Newbury
Faraday Road
Newbury
RG14 2AD**

File Ref: L110060

THIS DEED OF SURRENDER is made the 4th day of May 2006

BETWEEN:

WEST BERKSHIRE DISTRICT COUNCIL of Council Offices Market Street Newbury Berkshire
RG14 5LD ("the Landlord") and

STEPHEN ALAN HARTLEY c/o AFC Newbury Faraday Road Newbury RG14 2AD ("the
Tenant")

STEPHEN ALAN HARTLEY c/o AFC Newbury Faraday Road Newbury RG14 2AD ("the
Guarantor")

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

For all purposes of this deed the terms defined in this clause have the meanings specified

1.1 Gender and number

Words importing one gender include all other genders: words importing the singular
include the plural and vice versa

1.2 Headings

The clause headings do not form part of this document and are not to be taken into
account in its construction or interpretation

1.3 Joint and several liability

If any party to this deed at any time comprises two or more persons, obligations expressed
or implied to be made by or with that party are deemed to be made by or with the persons
comprising that party jointly and severally

1.4 "The Lease"

1.4.1 *Definition*

"The Lease" means a lease under which the Tenant holds the Premises dated 14th May 2001 and made between the Landlord (1) the Tenant and Mr Michael Hale (2) and the Guarantor (3)

1.4.2 *Interpretation*

The term "the Lease" includes all or any deeds and documents supplemental to the Lease whether or not expressed to be so

1.5 "The Premises"

"The Premises" means all the land edged red on the plan annexed to the Lease, comprising a football ground with ancillary facilities

1.6 References to clauses

Any reference in this deed to a clause without further designation is to be construed as a reference to the clause of this document so numbered

2. RECITALS

2.1 The Lease

This deed is supplemental to the Lease by which the Premises were let for a term of years commencing on 1st April 2000 until the 31st March 2010 (inclusive) subject to the payment of the rent and other payments reserved under the Lease and subject also the performance and observance of the covenants on the Tenant's part and the conditions contained in the Lease

2.2 Devolution of title

The immediate reversion to the Lease remains vested in the Landlord and the unexpired residue of the Terms is now vested in the Tenant

2.3 Agreement to surrender

It has been agreed that the Tenant will surrender his estate and interest in the Premises to the Landlord and the Landlord will accept such a surrender

3. SURRENDER AND ACCEPTANCE

3.1 Surrender

The Tenant with limited title guarantee surrenders and assigns and releases all his estate and interest and rights in the Premises to the Landlord, to the intent that the residue of the term of years granted by the Lease and all or any other estate, interest or right of the Tenant in the Premises, whether granted by or arising from the Lease or any deed or document supplemental to the Lease or otherwise, is to merge and be extinguished in the reversion immediately expectant on the term of years granted by the Lease

3.2 Acceptance

The Landlord accepts the surrender

4. RELEASE OF FUTURE OBLIGATIONS

The Landlord releases the Tenant from its future obligations under the Lease but does not release the Tenant from its obligations and liabilities under the Lease which have arisen before the date of this Deed of Surrender

5. GUARANTOR

The Landlord does not release the Guarantor from his obligations contained in the Fifth Schedule of the Lease, namely his obligation to pay THIRTEEN THOUSAND FIVE HUNDRED POUNDS (£13,500) in the event of default by the Tenant

6. EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this deed is intended to confer any benefit on any person who is not a party to it

IN WITNESS whereof the parties have executed this document as a deed the day and year first
before written

EXECUTED as a Deed by affixing the)

Common Seal of **WEST BERKSHIRE**)

DISTRICT COUNCIL and authenticated by:-)

E. J. Hawes
Authorised Signatory



SIGNED AS A DEED by the)

Tenant **STEPHEN ALAN HARTLEY**)

in the presence of:-)

Signature of witness:

Name:

Address:

Occupation:

[Signature]

David I. Appleton

DAVID IAN APPLETON

AVONBANK HOUSE, WEST STREET, NEWBURY

HEAD OF CULTURE @ YOUTH SERVICES

SIGNED AS A DEED by the)

Guarantor **STEPHEN ALAN HARTLEY**)

in the presence of:-)

Signature of witness:

Name:

Address:

Occupation:

[Signature]

David I. Appleton

DAVID IAN APPLETON

AVONBANK HOUSE, WEST STREET, NEWBURY

HEAD OF CULTURE @ YOUTH SERVICES.

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