

OUR REF.

YOUR REF.

DSP.CW.Grosvenor

M. J. Turk Esq.  
Thameside Boathouse  
Kingston-upon-Thames  
Surrey

7th March 1996

Dear Mr Turk

**re: The College (Jesus) Barge, Richmond-upon-Thames**

I act for Grosvenor Inns plc, your lessees of the above premises at Richmond. I enclose a plan showing the College Barge and the Pontoon. The Lease granted by you on 30th November 1993 contains the exclusive rights to use that area of the Pontoon immediately adjacent to the Barge. I have hatched that area on the plan.

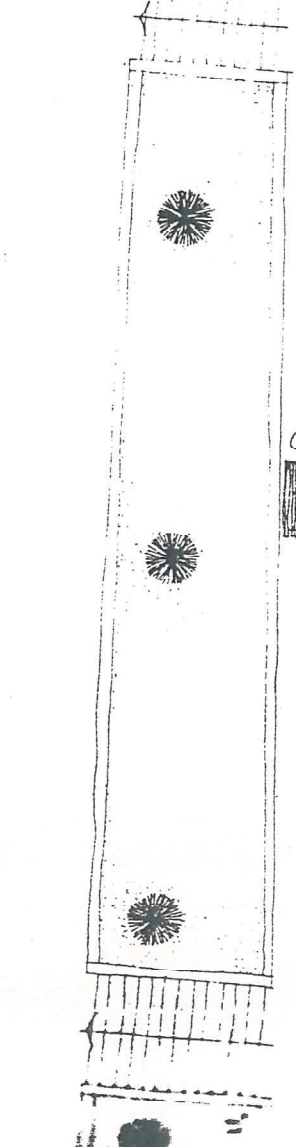
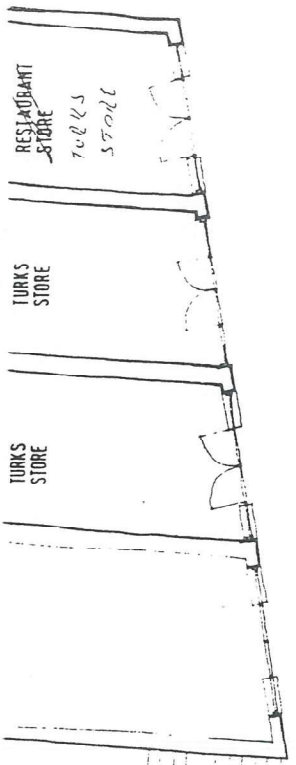
I have also cross hatched another area adjacent to the gangway. My clients ask if it is possible that they could have a Licence to make summer use of the additional area and to set out tables and chairs on it, provided there were no interference with your use of the Pontoon or mooring of boats etc. My clients would be prepared to pay a (negotiable) annual Licence fee for this purpose, and it would be proposed that a Licence granted would be from year to year but subject to termination on, eg six months notice. The summer use period proposed would be from 1st April to 30th September.

I would be grateful if you would kindly let me know if this proposal could be implemented and, if so, give me some idea of the annual Licence which you might require. Subject to that fee being agreed I would be happy to prepare a short form of Licence for approval and submit it to either you or your solicitors (as you may require) on the basis that my clients will pay your reasonable costs for settling and completing that document.

I look forward to hearing from you.

Yours sincerely,

  
David S Pilgrim



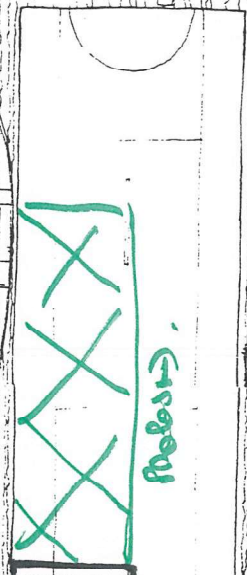
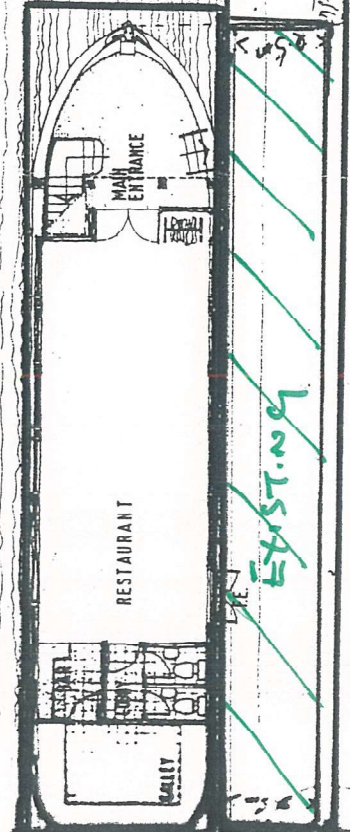
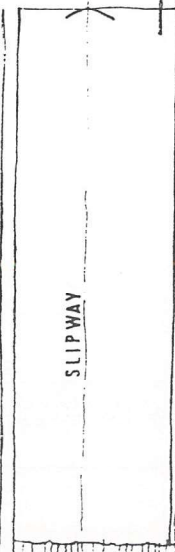
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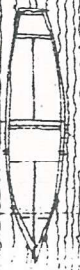
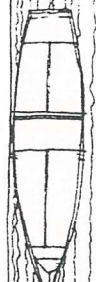
*Michael Stark*



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RIVER JAMES



EXISTING PORTION

David Pilgrim  
Pilgrims Solicitors  
54 Harpur Street  
Bedford MK40 2QT

11 March 1996

**Ref: Jesus Barge, Richmond upon Thames**

Thank you for your letter. We have already leased that part of the pontoon in which you have expressed an interest to Mark Edwards, Richmond Boathouse (0181 948 8270). I believe that it would be appropriate for you to discuss the practical considerations of your clients proposals with him in the first instance.

I would only make the observation that part of the area indicated is in fact occupied by his storage cabin. Mark Edwards also tells me that your clients have already occupied part of the area on a casual basis outside his hours of operation. He is receptive to a continuation of this but wishes to resolve issues of security and safety arising from your clients customers use of the pontoon when he is not in attendance. I understand that it is a simple matter of barrier chains or gates, we would of course require to approve any proposals that he and your clients agree.

Yours sincerely

Keith Wellham  
Managing Director

Draft 18/09/95

DATED 20 SEP 1995

MICHAEL JOHN TURK

and

OWEN WILLIAMS

and

GROSVENOR INNS & TAVERNS LIMITED

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**LICENCE TO ASSIGN**

Lease of the Jesus Barge and  
adjoining pontoon moored at  
Richmond Upon Thames Surrey

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Kidd Rapinet  
35 Windsor Road  
Slough  
Berkshire  
SL1 2EB

Tel: (01753) 532541  
Ref: BWD/S-00184/18

**THIS LICENCE** is made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and ninety-five **BETWEEN MICHAEL JOHN TURK** of Thameside Boathouse Kingston Upon Thames Surrey (hereinafter called "the Landlord") of the first part **OWEN WILLIAMS** of Stubbings Gate Burchetts Green Maidenhead Berkshire SL6 3QP (hereinafter called "the Tenant") of the second part and **GROSVENOR INNS & TAVERNS LIMITED** whose registered office is at The Old School House Shenley Hertfordshire WD7 9DX (hereinafter together called "the Assignee") of the third part **SUPPLEMENTAL** to (1) a Lease (hereinafter called "the Lease") dated the Thirtieth day of November One thousand nine hundred and ninety-three and made between the Landlord of the one part and the Tenant of the other part whereby the Barge known as the Jesus Barge moored at the Turks Pontoon Richmond Upon Thames Surrey and more particularly described therein (hereinafter called "the Demised Premises") with and subject to the rights and reservations therein described were demised for a term of ten years from the Twenty-fifth day of March One thousand nine hundred and ninety-three at the yearly and other rents thereby reserved and subject to the Tenant's covenants and the conditions therein contained

**WHEREAS:-**

- (1) (a) The reversion immediately expectant upon the term of years granted by the Lease at the date hereof remains vested in the Landlord
- (b) The term of years granted by the Lease is at the date hereof remains vested in the Tenant
- (2) The Tenant being desirous of assigning all the Tenant's estate and interest in the Lease and the Demised Premises unto the Assignee for all the residue of the term of years created by the Lease has applied to the Landlord for the Landlord's consent thereto
- (3) The Landlord has agreed to grant the Landlord's consent to such assignment as aforesaid upon the terms and conditions hereafter contained

**NOW THIS DEED WITNESSETH** as follows:-

1. IN consideration of the covenants on the part of the Assignee hereinafter contained the Landlord hereby grants his consent to the assignment by the Tenant to the Assignee at any time within six months after the date hereof of all the Tenant's estate and interest in the Lease and the Demised Premises for the residue of the term of years thereby created
2. The Assignee hereby covenants with the Landlord during the residue of the term of the Lease to pay the rents reserved by the Lease and to perform and observe all the covenants and conditions thereof and on the Tenant's part to be paid performed and observed

IN WITNESS whereof this Deed has been duly executed and delivered the day and year first before written

EXECUTED as a Deed by  
**MICHAEL JOHN TURK**  
in the presence of:

EXECUTED as a Deed by  
**OWEN WILLIAMS**  
in the presence of:

EXECUTED as a Deed by the  
affixing of the Common Seal of  
**GROSVENOR INNS & TAVERNS LIMITED**

DATED 30<sup>th</sup> November, 1993

M J TURK ESQ (1)

O WILLIAMS (2)

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L E A S E

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- of -

JESUS BARGE

Bryan Carter & Co  
56 Baker Street  
Weybridge  
Surrey KT13 8AL

THIS LEASE is made the 30<sup>th</sup> day of November, 1993  
BETWEEN MICHAEL JOHN TURK of Thameside Boathouse Kingston-Upon-  
Thames Surrey (hereinafter called "the Lessor" which expression shall where  
the context so admits include the person or persons for the time being  
entitled to the reversion immediately expectant upon the determination of the  
term hereby granted) of the first part and OWEN WILLIAMS of Stubbings Gate  
Burchetts Green Maidenhead Berkshire SL6 3QP (hereinafter called "the  
Lessee" which expression shall where the context so admits include the  
Lessee's successors in title) of the second part

WITNESSETH in consideration of the rent covenants and conditions  
hereinafter reserved and contained and on the part of the Lessee to be paid  
observed and performed as follows:

1. The Lessor HEREBY DEMISES unto the Lessee ALL THAT the property described  
in the First Schedule hereto (which said property together with all additions  
and improvements at any time and from time to time made thereto and all  
fixtures of every kind which shall from time to time be in or upon the said  
property (other than Lessee's fixtures) is hereinafter called "the Jesus  
Barge") TOGETHER WITH the rights set out in the Fourth Schedule hereto EXCEPT  
AND RESERVING AND SUBJECT TO the exceptions and reservations set out in the  
Third Schedule hereto TO HOLD the same unto the Lessee for the term  
(hereinafter called "the said term") of ten years from the 25<sup>th</sup>  
day of March One thousand nine hundred and ninety-three determinable  
nevertheless as hereinafter provided YIELDING AND PAYING therefor unto the  
Lessor during the term yearly and proportionately for a fraction of a year:-  
(i) for the period from the 12<sup>th</sup> day of July 1993 until the 11<sup>th</sup>  
day of July, 1998 the rent of £30,000.00 per annum  
(ii) for the period from the 12<sup>th</sup> day of July, 1998 to the expiration of



the term such sum as at the 12<sup>th</sup> day of July 1998 which bears the same proportion to the said initial rent of £30,000.00 per annum as the increase (if any) in the all items index figure of the Index of Retail Prices published by the Department of Employment or any successor ministry or department calculated from the date of the commencement of the said term until the said 12<sup>th</sup> day of July 1998 and in the event that the reference base used to compile the said Index of Retail Prices shall change after todays date the figure taken to be shown in the said Index after the change shall be the figure which would have been shown in the Index if the reference base current at todays date had been retained Provided Always that if it becomes impossible by reason of any change after todays date in the method used to compile the said Index or for any other reason whatever to calculate the said rent by reference to the said Index or if any dispute or question whatsoever shall arise between the parties with respect to the amount of the said rent or the construction or effect of this clause the determination of the said rent or other matter in difference shall be determined by an Arbitrator to be appointed either by agreement between the parties or in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party in accordance with the Arbitration Acts 1950-1979 who shall have full power to determine on such date as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and in view of the information assumed to be available for the operation of this rent review or (if that determination shall also be impossible) shall determine a reasonable rent for the property on such date having regard to the purposes and intent of the provisions in this Lease for the review of the rent Such respective rents to be paid without any deduction by equal quarterly payments in advance on the usual quarter days in every year the first such

payment to be made on the 12<sup>th</sup> day of July 1993 ALL payments to be made by Bankers Standing Order to the Lessors Bank account as notified to the Lessee in writing from time to time or in default on the due date on demand

2. The Lessee HEREBY COVENANTS with the Lessor at all times during the said term:

- (1) to pay the rents hereinbefore reserved at the times and in the manner aforesaid without any deduction
- (2) to pay and discharge all present and future rates taxes duties charges assessments impositions liabilities and outgoings whatsoever whether parliamentary parochial or of any other description which are now or which shall at any time during the said term be taxed charged rated assessed or imposed upon or payable or performable in respect of the said Jesus Barge or any part thereof or upon the owner or occupier in respect thereof except V.A.T. and the fees payable under the Mooring Licence hereinafter referred to and any payable by the Lessor occasioned by receipt of rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease
- (3) to pay the costs charges and expenses of making repairing maintaining rebuilding and cleansing all pipes wires conduits cables or other conducting media connected over or under the Turks Pier to the Jesus Barge either which may belong to or be used in connection with or serve the Jesus Barge and to keep the Lessor indemnified against such costs charges and expenses aforesaid
- (4) to observe and perform all restrictions of any planning consent relating to the use of the said Jesus Barge or so far as co-extensive therewith the Lessor's Pontoon leading therefrom to the public towpath
- (5) to pay to the Lessor all costs charges and expenses (including legal

costs and fees payable to a Surveyor) which may be incurred by the Lessor in connection with or in contemplation of the recovery of arrears of rent  
(6) to pay all legal costs and Surveyors' fees incurred by the Lessor including the stamp duty on all licences and consents or duplicates thereof resulting from any application by the Lessee for any licence or consent of the Lessor required by this Lease including legal costs and such before-mentioned Surveyor's fees as shall have accrued when any licence or consent is refused or any application is withdrawn

(7) (a) in the year 1996 and in every third year thereafter and also in the last year of the term hereby granted (whether determined by effluxion of time or in any other way) to paint in a proper and workmanlike manner all the outside of the Jesus Barge and other parts of the Jesus Barge heretofore or usually painted with two coats of good quality paint of the respective kinds and colours as may be approved by the Lessor save and except for the exterior of the hull as painted black and to include the part of the pier exclusively used by the Lessee

(b) in the year 1996 and in every fourth year thereafter and also in the last year of the term hereby granted (whether determined by effluxion of time or in any other way) to varnish woodwork previously varnished and to paint in a proper and workmanlike manner all the inside wood and iron work usually painted of the part of the Jesus Barge situate above the hull with two coats of good quality paint and so that such internal painting in the last year of the said term shall be of a tint or colour to be approved by the Lessor and also with every such internal painting to whitewash colourwash grain varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Jesus Barge for which the Lessee is liable hereunder and as have been or ought properly to be so treated but so that any area previously varnished shall remain varnished and free of any fixtures and

fittings except insofar as the same shall be required by any statutory authority

(8) At the expiration or sooner determination of the said term quietly to yield up unto the Lessor the Jesus Barge in such state of repair and condition as shall in all respects be consistent with a full and due performance by the Lessee of the covenants on the part of the Lessee contained in the immediately preceding sub-clause of this clause

(9) to permit the Lessor and the Lessor's workmen and others authorised by the Landlord at all reasonable times upon giving reasonable prior notice (except in case of emergency) during the said term to enter into and upon the Jesus Barge for the purpose of examining the state and condition thereof and of ascertaining whether the covenants on the part of the Lessee herein contained are being duly observed and performed And to repair and make good all defects of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder AND if the Lessee shall not within three calendar months after such notice proceed diligently with the execution of such repairs then it shall be lawful for the Lessor (but without prejudice to the right of re-entry hereinafter contained or to any other right or remedy of the Lessor) to enter upon the Jesus Barge with all necessary workmen and execute such repairs at the expense of the Lessee in accordance with the covenants herein contained and the costs and expenses thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action notwithstanding that the carrying out of such works in a reasonable and proper manner may cause temporary obstruction annoyance or inconvenience to the Lessee or other occupiers

(10) not without the written consent of the Lessor first obtained (and then only in accordance with plans previously approved by the Lessor and under the supervision and to the satisfaction of the Lessor's Surveyor):

(a) to make or suffer to be made to any structural alterations or additions either internally or externally or to cut or injure the hull or any of the outside or inside walls floors or joists or to carry out or to suffer to be carried out any development within the meaning of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force

(b) to erect upon or affix to the Jesus Barge any wireless television aerial or mast or apparatus whatsoever other than as required for security purposes to the exterior of the Jesus Barge AND to pay the Lessor on demand and indemnify the Lessor against all Surveyors' fees and other charges and expenses incurred in connection with any matter or thing under this present sub-clause Provided Always that the Lessor may at the end of the said term require the Lessee at the Lessee's expense to remove any such work and to reinstate the Jesus Barge to its former condition

(11) if the Lessor shall give such consent as is mentioned in the immediately preceding sub-clause hereof in respect of any matter for which the consent of the Local Planning Authority shall be required forthwith at the Lessee's own expense duly to apply to such Authority therefor

(12) not to do or omit or suffer to be done or omitted any matter in contravention of the statutes statutory instruments rules order and regulations for the time being in force relating to planning control and development or any order directions or notices made or given in relation to the demised premises and at all times (without prejudice to the statutory indemnity in that behalf) to indemnify and keep indemnified the Lessor against all actions proceedings costs expenses claims objection representations or appeals in respect of any breach of this sub-clause

(13) forthwith to deliver to the Lessor a copy of any notice served upon the Lessee or on any sub-lessee and of any order or proposed order affecting the

Jesus Barge and insofar as the same relate to the Lessee's use and occupation to take all reasonable steps to comply with such notice and also at the request and cost of the Lessor to make or join with the Lessor in making such representations or appeals in respect thereof as the Lessor may reasonably require

(14) not at any time to assign or charge part with the possession of any part or parts of the Jesus Barge (here meaning a portion only and not the whole thereof) for all or any part of the said term

(15)(a) not to assign demise underlet or otherwise part with possession of the whole of the Jesus Barge for all or any part of the said term without the licence in writing of the Lessor which shall not be unreasonably withheld or delayed in respect of a respectable and responsible proposed assignee or under-lessee PROVIDED THAT:-

(b) Every licence to assign or underlet shall contain a covenant by the Assignee underlessee or tenant as the case may be directly with the Lessor to observe and perform the covenants and conditions herein contained including a covenant not to further assign underlet or part with possession of the Jesus Barge without such consent as aforesaid and in the case of an assignment to pay the rent hereby reserved and in the case of an assignment to a Limited Company then such licence shall contain covenants by way of indemnity with the Lessor by two Directors of the assignee Company

(c) Notwithstanding anything herein contained the Lessee shall not create or permit the creation of any interest out of the term hereby granted howsoever remote or inferior upon the payment of a fine or premium or at a less rent than the full market value (obtainable without taking a fine or a premium of the demised premises and shall not create or permit the creation of any such derivative interest save by instrument in writing containing such absolute prohibition as aforesaid on the part of the underlessee and those who

may derive title under such underlessee

(16) Within one month of every assignment assent transfer or underlease relating to the Jesus Barge to give notice in writing with particulars thereof to the solicitors for the time being of the Lessor and to produce to them such assignment assent transfer or underlease or in the case of a devolution of the interest of the Lessee not perfected by an assent within twelve months of the happening thereof to produce to the said solicitors the probate of the Will or the Letters of Administration under which such devolution arises and to pay to them a reasonable fee plus VAT for the registration thereof

(17) At all times throughout the term to comply with the regulations as to user set out in the second Schedule hereto

3. The Lessor HEREBY COVENANTS with the Lessee

(a) that the Lessor will insure and keep insured or procure the insurance of the Jesus Barge for such a sum as is equal to the full cost of reinstatement thereof from time to time in respect of loss or damage by events and risks normally comprehended in a policy of comprehensive insurance applicable to a barge of a like kind And will on every reasonable request being not more than once in any period of twelve months produce or cause to be produced to the Lessee or the Lessee's solicitors either the policy or policies of such insurance and the receipt or receipts for the last premium paid therefor or evidence from the insurers of the terms of the policy or policies and that the same is or are in force and in case the Jesus Barge or any part thereof shall be burned down or damaged by fire or such other perils insured against loss as aforesaid the Lessor will as soon as reasonably practical lay out or procure to be laid out the moneys to be received by virtue of such insurance in or towards the rebuilding or reinstatement of the Jesus Barge and the Lessee following damage by an insured risk shall be entitled at any time within the ensuing six months by notice in writing served

upon the Lessor in this behalf to determine the term hereby granted as from the quarter day next following after the service by the Lessee of such notice and upon expiry of such notice this Lease shall absolutely determine but without prejudice to any right of action or remedy of either party in respect of any antecedent breach of any of the covenants on the herein contained

(b) That the Lessee paying the rent hereby reserved and performing and observing the covenants conditions and agreements herein contained and on its part to be performed and observed shall and may peaceably and quietly hold and enjoy the Jesus Barge during the term without any lawful interruption or disturbance from or by the Lessor or any person or persons lawfully claiming under or in trust for him

(c) Save in so far as any decorating or repairing liability may be that of the Lessee hereunder to put keep and maintain the Jesus Barge in good and substantial repair and condition throughout the term

(d) To construct upon that part of the pontoon shown edged in blue on the plan annexed hereto a holding tank for the drainage of the Jesus Barge and thereafter throughout the term to maintain the same in good and substantial condition

(e) To keep clean and repaint with suitable paint both from the inside and outside of the hull of the Jesus Barge from time to time as may be required throughout the term

(f) Throughout the term to provide to the Lessee upon request continuing technical advice on all matters concerning mooring, river regulations and other similar matters relating to the use and mooring of boats upon the River Thames

(g) At all times throughout the term to pay the licence fee and comply with the conditions and obligations imposed upon it by the mooring licence granted by The Crown Estate Commissioners and The Port of London Authority



under The Port of London Act 1968, Section 66 a copy of which is annexed hereto

(h) To provide the Lessees with keys for the entrance gate to the pontoon from the tow path and to maintain the locking system thereof and to use its best endeavours to ensure that the other users of the pontoon keep the said gate locked at all times when not in use

4. Provided always and it is hereby agreed and declared as follows:

(1) if and whenever any of the rents hereby reserved or made payable by the Lessee or any part of parts thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Lessee being an individual shall become bankrupt or shall have a receiving order made against him or shall enter into any arrangement or composition with or for the benefit of his creditors or if the Lessee being a company shall enter into liquidation whether compulsory or voluntary (not being a merely voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or agreement herein contained and on the part of the Lessee to be performed or observed then and in every such case and thenceforth it shall be lawful for the Lessor or any person or persons authorised by the Lessor in that behalf to re-enter into and upon the demised premises or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained

(2) any notice required to be given or served under this Lease and not otherwise provided for shall be sufficiently served if addressed to the appropriate party or parties and left at or sent by registered post or

recorded delivery post to the registered office of a company or to the last known place or places of abode of such party or parties in England and a notice so sent by post shall be deemed to be served at the time when it ought in due course of post to be delivered at the address to which it is sent

(3) where at any time and from time to time the Lessor or the Lessee shall consist of two or more persons then all covenants contained herein on their respective parts shall be deemed to be joint and several

(4) if any sums payable by the Lessee to the Lessor under this Lease shall not be paid to the Lessor within 14 days after demand the same shall be payable with interest thereon at the rate per annum of 4% above Lloyds Bank Plc base rate for the time being in force calculated on a day to day basis from the date of the same being due and demanded down to the date of payment and the aggregate amount for the time being so payable shall at the option of the Lessor be recoverable by action or as rent in arrear

(5) In the event of the Jesus Barge being damaged or destroyed by fire or other insured risks so as to be unfit for habitation and use then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Jesus Barge shall be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single Arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force

(6) The Lessee may determine this Lease:-

(a) At the end of the period of five years from the date of commencement of the term; or

(b) At any time throughout the term in the event that the mooring licence hereinbefore referred to be revoked or any statutory consent required for the user hereby permitted be revoked in either such case by giving to the Lessor not less than three months written notice to expire at any time.

Where such notice is served than after the expiration of the period of the notice this Lease shall cease and absolutely determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition

(7) In the event that the Lessor shall wish to dispose of its ownership of the Jesus Barge it shall first notify the Lessee of such desire and offer to sell the same to the Lessee free from encumbrances at a price to be specified in such notification and shall not dispose or contract to dispose of such absolute interest until a period of two calendar months after the date of such notification and in the event that the Lessee shall notify the Lessor that it wishes to purchase the Jesus Barge then the Lessor shall sell and the Lessee shall purchase the Jesus Barge absolutely at the price so specified or as agreed between the parties

IN WITNESS whereof the parties hereunto have signed as a Deed the day and year first before written

THE FIRST SCHEDULE above referred to

FIRSTLY ALL THAT the barge now moored or to be moored in the space adjoining Turks Pontoon (the Pontoon) Richmond Surrey the approximate position of which is shown edged red on the plan annexed hereto and known as Jesus Barge  
SECONDLY the exclusive right to use ALL THAT area of the Pontoon adjacent to the Jesus Barge shown edged in blue on the plan annexed hereto and  
THIRDLY ALL THAT part of the Archway under River Terrace Restaurant shown edged brown on the said plan

THE SECOND SCHEDULE above referred to

Regulations as to user

1. To use and occupy the said Jesus Barge for a use falling within Class A3 of the Town and Country Planning (Use Classes) Order 1987 only
2. Not to do or suffer to be done upon the Jesus Barge any wilful or permissive waste or spoil
3. Not to do or permit to be done anything upon the Jesus Barge whereby any policy or policies of insurance on the same against damage by fire or other peril usually included in a comprehensive policy may become void or voidable or whereby any additional premium may become payable for the insurance of any neighbouring property
4. Not at any time during the said term to use the Jesus Barge or suffer the same to be used so as to be or become a nuisance or source of annoyance damage or injury to the adjoining or neighbouring property of the Lessor

THE THIRD SCHEDULE above referred to

Exceptions and Reservations

1. The free and uninterrupted passage of water and soil through the water pipes and drains and of gas electricity and other services (if any) through the wires pipes and meters which now or shall hereafter be in on or passing through the Jesus Barge on that part of the Pontoon hereby leased and which serve other property of the Lessor and if in common with the Lessee then upon payment of a proper proportion of the cost thereof according to user
2. The right to remove from its mooring position the Jesus Barge during the winter maintenance draw off and during such period to carry out maintenance to the Hull of the Jesus Barge such period of removal to be not in excess of one month and in any event such period to be no longer than that required by the relevant Notice to Moorers

FOURTH SCHEDULE above referred to

Rights for Lessee

- (i) The right to discharge sewage into the Lessor's holding tanks situate beneath the Pontoon and to repay the Lessor the cost of emptying the same from time to time as necessary according to use
- (ii) The right to the running of water gas electricity and all other services through the wires pipes cables and other conducting media which are situate in the part of the pontoon not hereby demised
- (iii) The right to pass and repass with staff guests invitees and all others authorised by the Lessee to and from the Jesus Barge from and to the towpath
- (iv) The right at its own expense to construct bollards; to landscape; to light (by floodlight and/or otherwise) and to erect security T.V. cameras on that part of the pontoon included in this demise
- (v) The right to erect a Menu Board on the railings adjoining the gate to the towpath shown on the said plan

SIGNED AS A DEED by the said )  
MICHAEL JOHN TURK in the )  
presence of: )

SIGNED AS A DEED by the said )  
OWEN WILLIAMS in the presence )  
of:- )

*O. Williams*

*GA LEWIS*  
*Solicitor & Notary Public*  
*3 Sundaar Road*  
*Slough*  
*Berkshire SL1 2EB.*

DATED 30<sup>th</sup> November 1993

M J TURK ESQ (1)

O WILLIAMS (2)

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L E A S E

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- of -

JESUS BARGE

Bryan Carter & Co  
56 Baker Street  
Weybridge  
Surrey KT13 8AL

OP  
Lent 25/6

THIS LEASE is made the 30<sup>th</sup> day of November 1993

BETWEEN MICHAEL JOHN TURK of Thameside Boathouse Kingston-Upon-Thames Surrey (hereinafter called "the Lessor" which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby granted) of the first part and OWEN WILLIAMS of Stubbings Gate Burchetts Green Maidenhead Berkshire SL6 3QP (hereinafter called "the Lessee" which expression shall where the context so admits include the Lessee's successors in title) of the second part



WITNESSETH in consideration of the rent covenants and conditions hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed as follows:

1. The Lessor HEREBY DEMISES unto the Lessee ALL THAT the property described in the First Schedule hereto (which said property together with all additions and improvements at any time and from time to time made thereto and all fixtures of every kind which shall from time to time be in or upon the said property (other than Lessee's fixtures) is hereinafter called "the Jesus Barge") TOGETHER WITH the rights set out in the Fourth Schedule hereto EXCEPT AND RESERVING AND SUBJECT TO the exceptions and reservations set out in the Third Schedule hereto TO HOLD the same unto the Lessee for the term (hereinafter called "the said term") of ten years from the ~~12<sup>th</sup>~~ 25<sup>th</sup> 1993 day of ~~July~~ <sup>March</sup> One thousand nine hundred and ninety-three determinable nevertheless as hereinafter provided YIELDING AND PAYING therefor unto the Lessor during the term yearly and proportionately for a fraction of a year:-

- (i) for the period from the 12<sup>th</sup> day of July 1993 until the 11<sup>th</sup> day of July 1998 the rent of £30,000.00 per annum
- (ii) for the period from the 12<sup>th</sup> day of July 1998 to the expiration of

the term such sum as at the 12<sup>th</sup> day of July 1998 which bears the same proportion to the said initial rent of £30,000.00 per annum as the increase (if any) in the all items index figure of the Index of Retail Prices published by the Department of Employment or any successor ministry or department calculated from the date of the commencement of the said term until the said 12<sup>th</sup> day of July 1998 and in the event that the reference base used to compile the said Index of Retail Prices shall change after todays date the figure taken to be shown in the said Index after the change shall be the figure which would have been shown in the Index if the reference base current at todays date had been retained Provided Always that if it becomes impossible by reason of any change after todays date in the method used to compile the said Index or for any other reason whatever to calculate the said rent by reference to the said Index or if any dispute or question whatsoever shall arise between the parties with respect to the amount of the said rent or the construction or effect of this clause the determination of the said rent or other matter in difference shall be determined by an Arbitrator to be appointed either by agreement between the parties or in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party in accordance with the Arbitration Acts 1950-1979 who shall have full power to determine on such date as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and in view of the information assumed to be available for the operation of this rent review or (if that determination shall also be impossible) shall determine a reasonable rent for the property on such date having regard to the purposes and intent of the provisions in this Lease for the review of the rent Such respective rents to be paid without any deduction by equal quarterly payments in advance on the usual quarter days in every year the first such



payment to be made on the 12<sup>th</sup> day of July 1993 ALL payments to be made by Bankers Standing Order to the Lessors Bank account as notified to the Lessee in writing from time to time or in default on the due date on demand

2. The Lessee HEREBY COVENANTS with the Lessor at all times during the said term:

- (1) to pay the rents hereinbefore reserved at the times and in the manner aforesaid without any deduction
- (2) to pay and discharge all present and future rates taxes duties charges assessments impositions liabilities and outgoings whatsoever whether parliamentary parochial or of any other description which are now or which shall at any time during the said term be taxed charged rated assessed or imposed upon or payable or performable in respect of the said Jesus Barge or any part thereof or upon the owner or occupier in respect thereof except V.A.T. and the fees payable under the Mooring Licence hereinafter referred to and any payable by the Lessor occasioned by receipt of rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease
- (3) to pay the costs charges and expenses of making repairing maintaining rebuilding and cleansing all pipes wires conduits cables or other conducting media connected over or under the Turks Pier to the Jesus Barge either which may belong to or be used in connection with or serve the Jesus Barge and to keep the Lessor indemnified against such costs charges and expenses aforesaid
- (4) to observe and perform all restrictions of any planning consent relating to the use of the said Jesus Barge or so far as co-extensive therewith the Lessor's Pontoon leading therefrom to the public towpath
- (5) to pay to the Lessor all costs charges and expenses (including legal

costs and fees payable to a Surveyor) which may be incurred by the Lessor in connection with or in contemplation of the recovery of arrears of rent

(6) to pay all legal costs and Surveyors' fees incurred by the Lessor including the stamp duty on all licences and consents or duplicates thereof resulting from any application by the Lessee for any licence or consent of the Lessor required by this Lease including legal costs and such before-mentioned Surveyor's fees as shall have accrued when any licence or consent is refused or any application is withdrawn

(7) (a) in the year 1996 and in every third year thereafter and also in the last year of the term hereby granted (whether determined by effluxion of time or in any other way) to paint in a proper and workmanlike manner all the outside of the Jesus Barge and other parts of the Jesus Barge heretofore or usually painted with two coats of good quality paint of the respective kinds and colours as may be approved by the Lessor save and except for the exterior of the hull as painted black and to include the part of the pier exclusively used by the Lessee

(b) in the year 1996 and in every fourth year thereafter and also in the last year of the term hereby granted (whether determined by effluxion of time or in any other way) to varnish woodwork previously varnished and to paint in a proper and workmanlike manner all the inside wood and iron work usually painted of the part of the Jesus Barge situate above the hull with two coats of good quality paint and so that such internal painting in the last year of the said term shall be of a tint or colour to be approved by the Lessor and also with every such internal painting to whitewash colourwash grain varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Jesus Barge for which the Lessee is liable hereunder and as have been or ought properly to be so treated but so that any area previously varnished shall remain varnished and free of any fixtures and

fittings except insofar as the same shall be required by any statutory authority

(8) At the expiration or sooner determination of the said term quietly to yield up unto the Lessor the Jesus Barge in such state of repair and condition as shall in all respects be consistent with a full and due performance by the Lessee of the covenants on the part of the Lessee contained in the immediately preceding sub-clause of this clause

(9) to permit the Lessor and the Lessor's workmen and others authorised by the Landlord at all reasonable times upon giving reasonable prior notice (except in case of emergency) during the said term to enter into and upon the Jesus Barge for the purpose of examining the state and condition thereof and of ascertaining whether the covenants on the part of the Lessee herein contained are being duly observed and performed And to repair and make good all defects of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder AND if the Lessee shall not within three calendar months after such notice proceed diligently with the execution of such repairs then it shall be lawful for the Lessor (but without prejudice to the right of re-entry hereinafter contained or to any other right or remedy of the Lessor) to enter upon the Jesus Barge with all necessary workmen and execute such repairs at the expense of the Lessee in accordance with the covenants herein contained and the costs and expenses thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action notwithstanding that the carrying out of such works in a reasonable and proper manner may cause temporary obstruction annoyance or inconvenience to the Lessee or other occupiers

(10) not without the written consent of the Lessor first obtained (and then only in accordance with plans previously approved by the Lessor and under the supervision and to the satisfaction of the Lessor's Surveyor):

(a) to make or suffer to be made to any structural alterations or additions either internally or externally or to cut or injure the hull or any of the outside or inside walls floors or joists or to carry out or to suffer to be carried out any development within the meaning of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force

(b) to erect upon or affix to the Jesus Barge any wireless television aerial or mast or apparatus whatsoever other than as required for security purposes to the exterior of the Jesus Barge AND to pay the Lessor on demand and indemnify the Lessor against all Surveyors' fees and other charges and expenses incurred in connection with any matter or thing under this present sub-clause Provided Always that the Lessor may at the end of the said term require the Lessee at the Lessee's expense to remove any such work and to reinstate the Jesus Barge to its former condition

(11) if the Lessor shall give such consent as is mentioned in the immediately preceding sub-clause hereof in respect of any matter for which the consent of the Local Planning Authority shall be required forthwith at the Lessee's own expense duly to apply to such Authority therefor

(12) not to do or omit or suffer to be done or omitted any matter in contravention of the statutes statutory instruments rules order and regulations for the time being in force relating to planning control and development or any order directions or notices made or given in relation to the demised premises and at all times (without prejudice to the statutory indemnity in that behalf) to indemnify and keep indemnified the Lessor against all actions proceedings costs expenses claims objection representations or appeals in respect of any breach of this sub-clause

(13) forthwith to deliver to the Lessor a copy of any notice served upon the Lessee or on any sub-lessee and of any order or proposed order affecting the

Jesus Barge and insofar as the same relate to the Lessee's use and occupation to take all reasonable steps to comply with such notice and also at the request and cost of the Lessor to make or join with the Lessor in making such representations or appeals in respect thereof as the Lessor may reasonably require

(14) not at any time to assign or charge part with the possession of any part or parts of the Jesus Barge (here meaning a portion only and not the whole thereof) for all or any part of the said term

(15)(a) not to assign demise underlet or otherwise part with possession of the whole of the Jesus Barge for all or any part of the said term without the licence in writing of the Lessor which shall not be unreasonably withheld or delayed in respect of a respectable and responsible proposed assignee or under-lessee PROVIDED THAT:-

(b) Every licence to assign or underlet shall contain a covenant by the Assignee underlessee or tenant as the case may be directly with the Lessor to observe and perform the covenants and conditions herein contained including a covenant not to further assign underlet or part with possession of the Jesus Barge without such consent as aforesaid and in the case of an assignment to pay the rent hereby reserved and in the case of an assignment to a Limited Company then such licence shall contain covenants by way of indemnity with the Lessor by two Directors of the assignee Company

(c) Notwithstanding anything herein contained the Lessee shall not create or permit the creation of any interest out of the term hereby granted howsoever remote or inferior upon the payment of a fine or premium or at a less rent than the full market value (obtainable without taking a fine or a premium of the demised premises and shall not create or permit the creation of any such derivative interest save by instrument in writing containing such absolute prohibition as aforesaid on the part of the underlessee and those who

may derive title under such underlessee

(16) Within one month of every assignment assent transfer or underlease relating to the Jesus Barge to give notice in writing with particulars thereof to the solicitors for the time being of the Lessor and to produce to them such assignment assent transfer or underlease or in the case of a devolution of the interest of the Lessee not perfected by an assent within twelve months of the happening thereof to produce to the said solicitors the probate of the Will or the Letters of Administration under which such devolution arises and to pay to them a reasonable fee plus VAT for the registration thereof

(17) At all times throughout the term to comply with the regulations as to user set out in the second Schedule hereto

3. The Lessor HEREBY COVENANTS with the Lessee

(a) that the Lessor will insure and keep insured or procure the insurance of the Jesus Barge for such a sum as is equal to the full cost of reinstatement thereof from time to time in respect of loss or damage by events and risks normally comprehended in a policy of comprehensive insurance applicable to a barge of a like kind And will on every reasonable request being not more than once in any period of twelve months produce or cause to be produced to the Lessee or the Lessee's solicitors either the policy or policies of such insurance and the receipt or receipts for the last premium paid therefor or evidence from the insurers of the terms of the policy or policies and that the same is or are in force and in case the Jesus Barge or any part thereof shall be burned down or damaged by fire or such other perils insured against loss as aforesaid the Lessor will as soon as reasonably practical lay out or procure to be laid out the moneys to be received by virtue of such insurance in or towards the rebuilding or reinstatement of the Jesus Barge and the Lessee following damage by an insured risk shall be entitled at any time within the ensuing six months by notice in writing served

upon the Lessor in this behalf to determine the term hereby granted as from the quarter day next following after the service by the Lessee of such notice and upon expiry of such notice this Lease shall absolutely determine but without prejudice to any right of action or remedy of either party in respect of any antecedent breach of any of the covenants on the herein contained

(b) That the Lessee paying the rent hereby reserved and performing and observing the covenants conditions and agreements herein contained and on its part to be performed and observed shall and may peaceably and quietly hold and enjoy the Jesus Barge during the term without any lawful interruption or disturbance from or by the Lessor or any person or persons lawfully claiming under or in trust for him

(c) Save in so far as any decorating or repairing liability may be that of the Lessee hereunder to put keep and maintain the Jesus Barge in good and substantial repair and condition throughout the term

(d) To construct upon that part of the pontoon shown edged in blue on the plan annexed hereto a holding tank for the drainage of the Jesus Barge and thereafter throughout the term to maintain the same in good and substantial condition

(e) To keep clean and repaint with suitable paint both from the inside and outside of the hull of the Jesus Barge from time to time as may be required throughout the term

(f) Throughout the term to provide to the Lessee upon request continuing technical advice on all matters concerning mooring, river regulations and other similar matters relating to the use and mooring of boats upon the River Thames

(g) At all times throughout the term to pay the licence fee and comply with the conditions and obligations imposed upon it by the mooring licence granted by The Crown Estate Commissioners and The Port of London Authority

under The Port of London Act 1968, Section 66 a copy of which is annexed hereto

(h) To provide the Lessees with keys for the entrance gate to the pontoon from the tow path and to maintain the locking system thereof and to use its best endeavours to ensure that the other users of the pontoon keep the said gate locked at all times when not in use

4. Provided always and it is hereby agreed and declared as follows:

(1) if and whenever any of the rents hereby reserved or made payable by the Lessee or any part of parts thereof shall at any time be in arrear and unpaid for twenty-one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Lessee being an individual shall become bankrupt or shall have a receiving order made against him or shall enter into any arrangement or composition with or for the benefit of his creditors or if the Lessee being a company shall enter into liquidation whether compulsory or voluntary (not being a merely voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or agreement herein contained and on the part of the Lessee to be performed or observed then and in every such case and thenceforth it shall be lawful for the Lessor or any person or persons authorised by the Lessor in that behalf to re-enter into and upon the demised premises or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained

(2) any notice required to be given or served under this Lease and not otherwise provided for shall be sufficiently served if addressed to the appropriate party or parties and left at or sent by registered post or



recorded delivery post to the registered office of a company or to the last known place or places of abode of such party or parties in England and a notice so sent by post shall be deemed to be served at the time when it ought in due course of post to be delivered at the address to which it is sent

(3) where at any time and from time to time the Lessor or the Lessee shall consist of two or more persons then all covenants contained herein on their respective parts shall be deemed to be joint and several

(4) if any sums payable by the Lessee to the Lessor under this Lease shall not be paid to the Lessor within 14 days after demand the same shall be payable with interest thereon at the rate per annum of 4% above Lloyds Bank Plc base rate for the time being in force calculated on a day to day basis from the date of the same being due and demanded down to the date of payment and the aggregate amount for the time being so payable shall at the option of the Lessor be recoverable by action or as rent in arrear

(5) In the event of the Jesus Barge being damaged or destroyed by fire or other insured risks so as to be unfit for habitation and use then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Jesus Barge shall be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single Arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force

(6) The Lessee may determine this Lease:-

(a) At the end of the period of five years from the date of commencement of the term; or

(b) At any time throughout the term in the event that the mooring licence hereinbefore referred to be revoked or any statutory consent required for the user hereby permitted be revoked in either such case by giving to the Lessor not less than three months written notice to expire at any time.

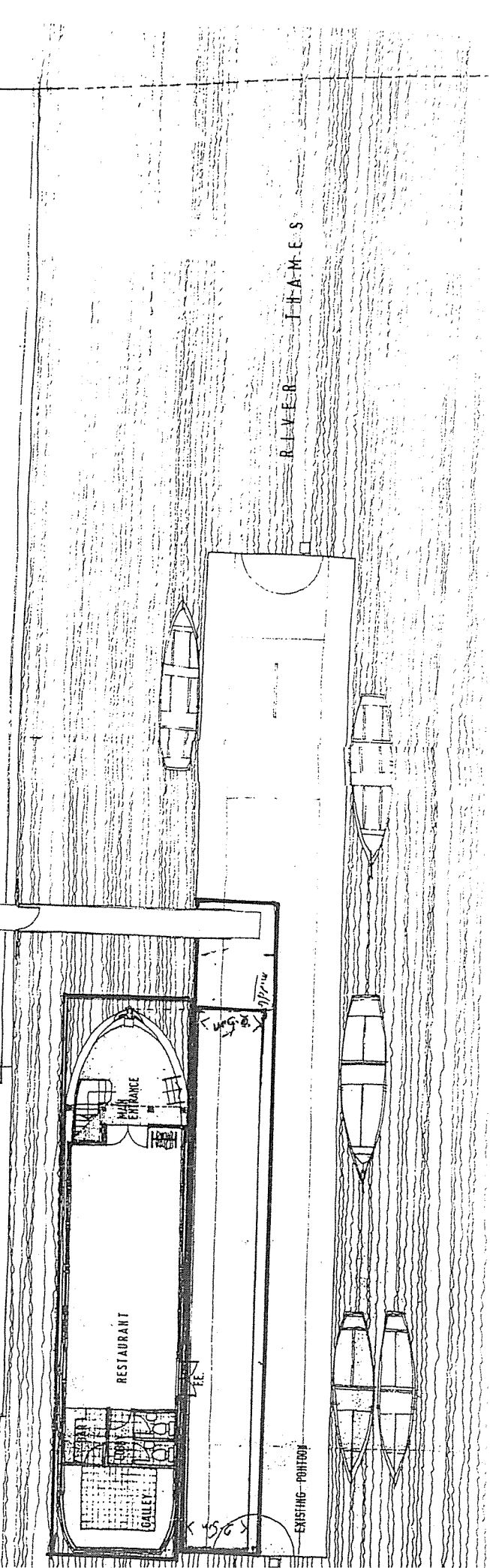
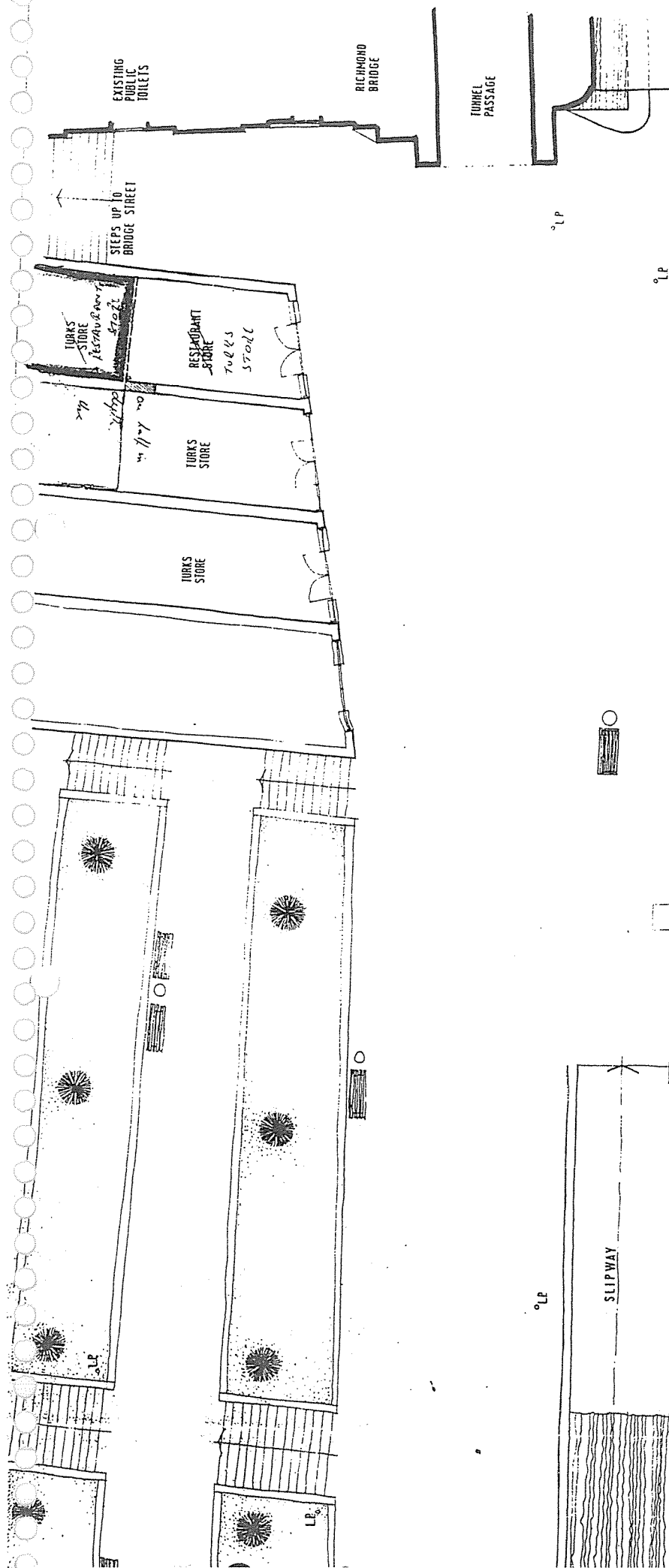
Where such notice is served than after the expiration of the period of the notice this Lease shall cease and absolutely determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition

(7) In the event that the Lessor shall wish to dispose of its ownership of the Jesus Barge it shall first notify the Lessee of such desire and offer to sell the same to the Lessee free from encumbrances at a price to be specified in such notification and shall not dispose or contract to dispose of such absolute interest until a period of two calendar months after the date of such notification and in the event that the Lessee shall notify the Lessor that it wishes to purchase the Jesus Barge then the Lessor shall sell and the Lessee shall purchase the Jesus Barge absolutely at the price so specified or as agreed between the parties

IN WITNESS whereof the parties hereunto have signed as a Deed the day and year first before written

THE FIRST SCHEDULE above referred to

FIRSTLY ALL THAT the barge now moored or to be moored in the space adjoining Turks Pontoon (the Pontoon) Richmond Surrey the approximate position of which is shown edged red on the plan annexed hereto and known as Jesus Barge  
SECONDLY the exclusive right to use ALL THAT area of the Pontoon adjacent to the Jesus Barge shown edged in blue on the plan annexed hereto and  
THIRDLY ALL THAT part of the Archway under River Terrace Restaurant shown edged brown on the said plan



THE SECOND SCHEDULE above referred to

Regulations as to user

1. To use and occupy the said Jesus Barge for a use falling within Class A3 of the Town and Country Planning (Use Classes) Order 1987 only
2. Not to do or suffer to be done upon the Jesus Barge any wilful or permissive waste or spoil
3. Not to do or permit to be done anything upon the Jesus Barge whereby any policy or policies of insurance on the same against damage by fire or other peril usually included in a comprehensive policy may become void or voidable or whereby any additional premium may become payable for the insurance of any neighbouring property
4. Not at any time during the said term to use the Jesus Barge or suffer the same to be used so as to be or become a nuisance or source of annoyance damage or injury to the adjoining or neighbouring property of the Lessor

THE THIRD SCHEDULE above referred to

Exceptions and Reservations

1. The free and uninterrupted passage of water and soil through the water pipes and drains and of gas electricity and other services (if any) through the wires pipes and meters which now or shall hereafter be in on or passing through the Jesus Barge on that part of the Pontoon hereby leased and which serve other property of the Lessor and if in common with the Lessee then upon payment of a proper proportion of the cost thereof according to user
2. The right to remove from its mooring position the Jesus Barge during the winter maintenance draw off and during such period to carry out maintenance to the Hull of the Jesus Barge such period of removal to be not in excess of one month and in any event such period to be no longer than that required by the relevant Notice to Moorers

FOURTH SCHEDULE above referred to

Rights for Lessee

- (i) The right to discharge sewage into the Lessor's holding tanks situate beneath the Pontoon and to repay the Lessor the cost of emptying the same from time to time as necessary according to use
- (ii) The right to the running of water gas electricity and all other services through the wires pipes cables and other conducting media which are situate in the part of the pontoon not hereby demised
- (iii) The right to pass and repass with staff guests invitees and all others authorised by the Lessee to and from the Jesus Barge from and to the towpath
- (iv) The right at its own expense to construct bollards; to landscape; to light (by floodlight and/or otherwise) and to erect security T.V. cameras on that part of the pontoon included in this demise
- (v) The right to erect a Menu Board on the railings adjoining the gate to the towpath shown on the said plan

SIGNED AS A DEED by the said )  
MICHAEL JOHN TURK in the )  
presence of: )

SIGNED AS A DEED by the said )  
OWEN WILLIAMS in the presence )  
of:- )

*[Handwritten signature]* X

WITNESS

NAME

ADDRESS

*[Handwritten signature]*  
**G. A. LEWIS**  
SOLICITOR & NOTARY PUBLIC  
35 WINDSOR ROAD  
SLOUGH  
BERKSHIRE SL1 2EB