

DATED

2nd July

2002

J S.

TURK LAUNCHES LIMITED

- and -

MICHAEL JOHN TURK

- and -

H20 (UK) LIMITED

- and -

NIGEL BARAGWANATH

Counterpart/

LEASE
of the Jesus Barge at
Richmond Upon Thames Surrey

CARTER BELLS
Kings' Stone House
12 High Street
Kingston upon Thames
Surrey KT1 1HD
Doc Ref : 7966-10

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£5
LCPT

THIS LEASE is made the

2nd

day of

July

2002

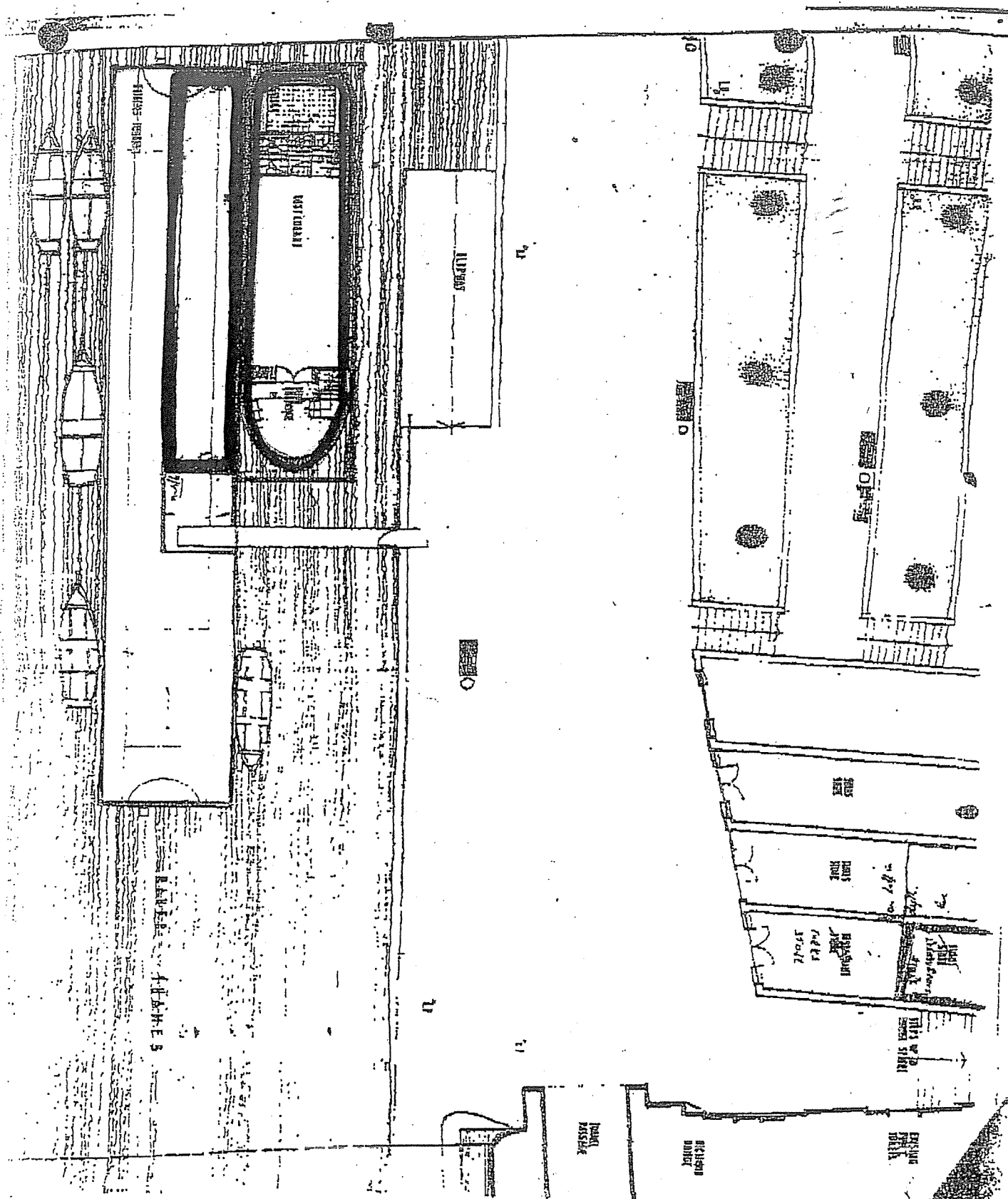
135/3

BETWEEN **TURK LAUNCHES LIMITED** of Turks Boatyard Thames Street Lower Sunbury Middlesex TW16 5QG (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 **MICHAEL JOHN TURK** of the above address (hereinafter called "Mr Turk") of the second part **H20 (UK) LIMITED** (Company Registration Number 4130475 England) having its registered office at The Party Shop 67 High Street Penge London SE20 7HW (hereinafter called "the Lessee" which expression shall where the context so admits include the Lessee's successors in title) of the third part and **NIGEL BARAGWANATH** of 177 Petersham Road Richmond Surrey TW10 7AW(hereinafter called "the Surety") of the fourth 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:

DEMISE

1. AT THE request of the Surety the Lessor **HEREBY DEMISES** unto the Lessee **ALL THAT** the vessel described in the First Schedule hereto (which said vessel 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 vessel (other than Lessee's fixtures) is hereinafter called "the Jesus Barge") **TOGETHER WITH** the rights set out in the Second 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 fifteen years commencing on the [22th] day of [June] 2002 determinable nevertheless as hereinafter provided **YIELDING AND PAYING** therefor

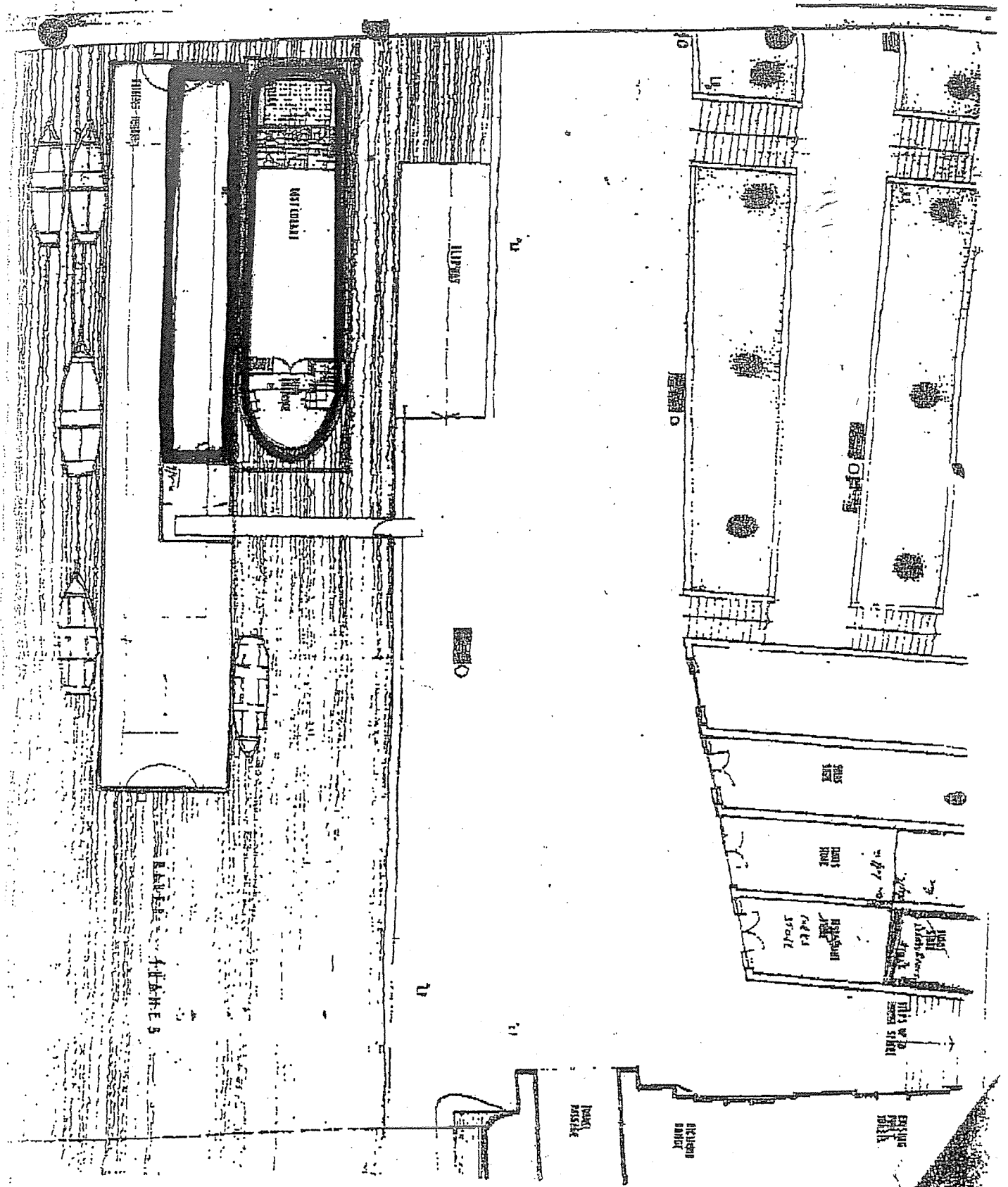


parliamentary parochial or of any other description which are now or which shall at any time during the said term be taxed charged rated assessed or imposed upon or payable in respect of the said Jesus Barge or any part thereof or upon the owner or occupier in respect thereof and where any such may be assessed or charged on the Pontoon as well as the Jesus Barge then to pay on demand to the Lessor a fair proportion thereof such proportion to be reasonably determined by the Lessor acting properly

(b) to reimburse to the Lessor on demand three quarters of the amounts payable from time to time during the said term to the Crown Estate Commissioners ("the Commissioners") (and which expression shall include where referred to in this Lease any successor body to the Commissioners) and (also if payable) to the Port of London Authority (and which expression shall include where referred to in this Lease any successor body to the Port of London Authority) for the River Works Licence dated 30th November 1993 granted to Michael John Turk trading as R.J.Turk & Son and any Licence or Licences granted on the renewal or replacement of the River Works Licence ("the River Works Licence") for the Jesus Barge and three quarters of any substituted or additional or replacement charge levy or fee for the retention of the Pontoon on the River Thames and to reimburse to the Lessor three quarters of any reasonable legal and surveyor's fees and expenses payable to the Commissioners and (if required) the Port of London Authority in connection with any renewal of the River Works Licence

COST OF FACILITIES MAINTENANCE

- (3) to pay to the Lessor upon written demand a fair proportion of the costs charges and expenses (including any professional fees and all value added tax that cannot be reclaimed by the Lessor as an input for value added tax purposes) reasonably and properly incurred by the Lessor in periodically surveying, maintaining, preserving, painting, repairing and where reasonably necessary renewing the



annoyance or inconvenience to the Lessee or other occupiers

ALTERATIONS

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

- (a) to make or suffer to be made any structural alterations to the Jesus Barge or other alterations that may affect the marine integrity of the barge or additions either internally or externally or to cut or injure the hull or any of the inside partitions floors or joists or to carry out nor to remove any of the fittings from the barge or 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 Provided Always that the Lessor may when this Lease ends require the Lessee at the Lessee's expense to remove any such work and to reinstate the Jesus Barge to its former condition
- (b) to erect upon or affix to the Jesus Barge any wireless television aerial or satellite dish or mast or apparatus whatsoever other than as necessarily required for security purposes to the exterior of the Jesus Barge

AND to pay the Lessor on demand and indemnify the Lessor against all reasonable legal and surveyors' fees and other charges and expenses incurred in connection with any matter or thing under this present sub-clause

(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 and diligently to proceed with such application and to provide the Lessor with a copy of any determination of such application

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AND to pay the Lessor on demand and indemnify the Lessor against all reasonable legal and surveyors' fees and other charges and expenses incurred in connection with any matter or thing under this present sub-clause

(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 and diligently to proceed with such application and to provide the Lessor with a copy of any determination of such application

EXTERNAL REPAINTING

- (7) (a) in the year 2003 and in every third year thereafter and also in the last year of the term hereby granted (whether determined by passage of time or in any other way) to rub down prepare and paint in a proper and workmanlike manner all the external surfaces and parts of the Jesus Barge above the water line that are usually painted or similarly treated with two coats of good quality paint or other finish first approved by the Lessor (such approval not to be unreasonably withheld) and suitable for the treatment of a vessel of this type of and the exterior of the hull shall be painted in the colour black) and this obligation shall include the like treatment of all exposed parts of the pontoon exclusively used by the Lessee

INTERNAL REPAINTING

- (b) in the year 2004 and in every fourth year thereafter and also in the last year of the term hereby granted (whether determined by passage of time or in any other way) to rub down prepare varnish all internal woodwork previously treated or 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 suitable for the treatment of a vessel of this type and so that such internal painting in the last year of the said term shall be of tints or colours to be approved by the Lessor (such approval not to be unreasonably withheld) and also with every such internal painting to whitewash colourwash grain varnish and otherwise treat or 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

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 in respect of the said Jesus Barge or any part thereof or upon the owner or occupier in respect thereof and where any such may be assessed or charged on the Pontoon as well as the Jesus Barge then to pay on demand to the Lessor a fair proportion thereof such proportion to be reasonably determined by the Lessor acting properly

(b) to reimburse to the Lessor on demand three quarters of the amounts payable from time to time during the said term to the Crown Estate Commissioners ("the Commissioners") (and which expression shall include where referred to in this Lease any successor body to the Commissioners) and (also if payable) to the Port of London Authority (and which expression shall include where referred to in this Lease any successor body to the Port of London Authority) for the River Works Licence dated 30th November 1993 granted to Michael John Turk trading as R.J.Turk & Son and any Licence or Licences granted on the renewal or replacement of the River Works Licence ("the River Works Licence") for the Jesus Barge and three quarters of any substituted or additional or replacement charge levy or fee for the retention of the Pontoon on the River Thames and to reimburse to the Lessor three quarters of any reasonable legal and surveyor's fees and expenses payable to the Commissioners and (if required) the Port of London Authority in connection with any renewal of the River Works Licence

COST OF FACILITIES MAINTENANCE

- (3) to pay to the Lessor upon written demand a fair proportion of the costs charges and expenses (including any professional fees and all value added tax that cannot be reclaimed by the Lessor as an input for value added tax purposes) reasonably and properly incurred by the Lessor in periodically surveying, maintaining, preserving, painting, repairing and where reasonably necessary renewing the

purpose of Section 19.1.A of the Landlord and Tenant Act 1927 the Lessor shall be entitled to withhold its consent in any of the circumstances in the Sixth Schedule to this Lease and as a condition of giving that consent to impose all or some of the conditions set out in Seventh Schedule to this Lease and without prejudice to the right to impose other conditions where to do so would be reasonable and otherwise such consent shall not be unreasonably withheld or delayed in respect of a respectable and responsible proposed assignee or underlessee **PROVIDED THAT** every licence to assign shall contain a covenant by the assignee directly with the Lessor to observe and perform the covenants and conditions herein contained including a covenant not to further assign 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

REGISTER DEALINGS

- (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 but that any such registration shall not imply any approval by the Lessor to the dealing thereby effected

OBSERVE REGULATIONS

- (17) at all times throughout the term to observe and comply with the regulations as to user set out in the Fourth Schedule hereto and such amended regulations as the Lessor acting properly may from time to time issue

annoyance or inconvenience to the Lessee or other occupiers

ALTERATIONS

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substances

WASTE

- (23) (a) to dispose regularly of all refuse and trade waste at the Lessee's own expense in a proper and lawful manner and neither to throw or discharge the same into the River Thames or to leave the same on the remainder of the pontoon
- (b) to pay to the Lessor on demand the cost incurred from time to time by the Lessor in emptying or having emptied by a contractor and disposing of the waste from the holding tank under the Pontoon and periodically cleaning and treating the holding tank

PUMPS

- (24) to keep in good working order and maintain and if necessary replace the bilge pump the sewerage pumps the toilet pump the compressor and all associated plant and pipework on the Jesus Barge and leading up to the point of connection with the holding tank on the Pontoon.

ELECTRICITY AND WATER

- (25) to pay for all electricity and water used or consumed in or on the Jesus Barge the supply for electricity and water being sub-metered by the Lessor and the payment to be made to the Lessor upon demand for such electricity and water consumed in the Jesus Barge as recorded on such sub-meters at the rate or rates charged from time to time by the utility company providing such supply together with Value Added Tax on such amounts

TRADER'S INSURANCE

- (26) to maintain adequate insurance cover in respect of all matters normally covered by a traders combined insurance for the business of the Lessee including but not limited to personal accident accidental damage third party and property owners liability (but not including insurance of the Jesus Barge against any risk which is covered by the Lessor) and punctually to pay all premiums for such insurance

Jesus Barge and any of its fixtures and fittings

VAT

- (31) to pay in addition to the rent and other sums payable hereunder any value added tax properly due thereon or attributable thereto

LIQUOR LICENCE

- (32) to take all necessary steps to preserve for the benefit of the Jesus Barge the Liquor Licence currently held under the Licensing Act 1964 permitting the consumption on or off the Jesus Barge of intoxicating liquor and to make such application for the renewal thereof and not to do or permit anything to be done that may infringe or invalidate or cause the said Licence to be revoked or not renewed and upon the expiry or earlier determination of the term of this Lease to surrender up to the Lessor such Licence and consent to any Protection Order and Transfer of the Liquor Licence to the Lessor or his nominee or nominees

NOT TO MOVE THE BARGE

- (33) Unless required by the Port of London Authority not to move the Jesus Barge from its mooring on the pontoon at Richmond Bridge

LESSOR'S COVENANTS

- 3.1 **THE** Lessor **HEREBY COVENANTS** with the Lessee

INSURANCE

- (a) that the Lessor will insure and keep insured or procure the insurance of the Jesus Barge and the Pontoon and the holding tank thereunder and the gangway leading to the Pontoon from the public towpath 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 covered in a policy of marine insurance applicable to a barge of a like kind and subject to such conditions and excesses as the insurers may

public towpath and to maintain in good repair and proper working order the holding tank for the drainage of the Jesus Barge situated under the Pontoon and the pump for emptying the tank

REPAINT THE HULL

- (d) To repaint with suitable paint the outside of the hull below the water line of the Jesus Barge from time to time as may be reasonably necessary throughout the term and the Lessee shall cooperate with the Lessor to enable such work to be carried out to the Jesus Barge which may require the Jesus Barge being removed from the River

PROVIDE TECHNICAL ADVICE

- (e) Throughout the term to provide to the Lessee upon reasonable request continuing technical advice on matters relating to the use and mooring of the Jesus Barge upon the River Thames

ENTRANCE GATE KEYS

- (f) To provide the Lessee with keys for the entrance gate to the Pontoon from the tow path and to maintain the locking system thereof and to use his reasonable best endeavours to ensure that the other users of the Pontoon keep the said gate locked at all times when not in use

3.2 THE LESSOR and Mr Turk hereby jointly and severally covenant with the Lessee:-

- (a) Not to do authorise or omit to do anything which may cause the River Works Licence to be revoked or not renewed and to use their best endeavours to renew the River Works Licence on the expiry of the existing term thereof **PROVIDED THAT** such covenant shall not oblige the Lessor or Mr Turk to pay any premium or similar sum of money to the Commissioners and (if Licence is required from the Port of London Authority) to the Port of London Authority for its renewal other than such annual licence fee as the Commissioners and (if Licence is

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 Jesus Barge 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

SERVICE OF NOTICES

- (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 or in the event of the Lessee left addressed to at the Jesus Barge 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

JOINT AND SEVERAL OBLIGATIONS

- (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

INTEREST ON ARREARS

- (4) If any sums payable by the Lessee to the Lessor under this Lease shall not be paid to the Lessor on the due date for payment or where there is no due date then within 14 days after demand the same shall be payable with interest thereon at the

covenant or condition

NO PLANNING REPRESENTATION

- (7) The Lessor does not hereby warrant or assert that the permitted user of the Jesus Barge for the purposes of the Town and Country Planning Act is in accordance with the provisions of Clause 1 of the Fourth Schedule hereto

EXCLUSION OF STATUTORY COMPENSATION

- (8) Except where any statutory provision prohibits the Lessee's right to compensation being reduced or excluded by agreement the Lessee shall not be entitled on quitting the Jesus Barge or any part thereof to claim from the Lessor any compensation under the Landlord and Tenant Act 1954 or any statute modifying re-enacting or replacing the same

EXCLUSION OF LANDLORD AND TENANT ACT 1954

- (9) Having been authorised to do so by an Order of the Kingston upon Thames County Court made on the 15TH day of MAY 2002 under the provisions of Section 38(4) of the Landlord and Tenant Act 1954 the parties hereto agree that the provisions of Sections 24 to 28 (inclusive) of that Act shall be excluded in relation to the tenancy hereby granted

NO IMPLIED EASEMENTS

- (10) The operation of Section 62 of the Law of Property Act 1925 shall be excluded from this Lease and the only rights granted to the Lessee are those expressly set out in this Lease

LESSOR'S LIABILITY ON COVENANTS

- (11) The Lessor shall not be liable to the Lessee in respect of any breach or non performance of his covenants set out in clause 3.1 (c) and (d) above unless and until the Lessor shall have received written notice stipulating such breach and the Lessor shall have failed within a reasonable period thereafter to have remedied the same

warranty or representation is given or made as to its condition, fitness or suitability for any purpose.

- 5.5 The purchase price and any amounts payable under clause 5.3 shall be paid in full on the Completion Date and without any deduction or set off.
- 5.6 Upon payment of the purchase price the Lessor shall execute an absolute bill of sale for the transfer of his title to the Jesus Barge to the Lessee in such form as the Lessee may reasonably require each party paying its own cost
- 5.7 In the event that notice shall have been given to exercise the option but the sale and purchase shall not have been completed by the Lessee within 14 days of the Completion Date (time to be of the essence) (and other than due to the default of the Lessor) then such notice shall be deemed to have been withdrawn and be of no force and effect and the terms of this Lease shall continue.
- 5.8 The option conferred by this clause is personal to the Lessee for the time being hereunder and shall not be capable of separate assignment or other dealing. The Lessor shall not be required to assign or transfer the title to the Jesus Barge to anyone other than the Lessee named herein or to any proper assignee of the Lessee's interest in the Jesus Barge demised by this Lease in accordance with the terms of this Lease.
- 5.9 If the option shall not be exercised or if for any other reason it shall be exercised but shall be deemed to cease and determine then the Lessee shall procure the cancellation of any notice or entry made at any appropriate Registry to protect its interest herein and if the Lessee shall fail to do so then the Lessee shall indemnify the Lessor from any costs and expenses he shall incur as a result
- 5.10 The Jesus Barge shall be sold free from encumbrances thereover created by the Lessor
- 5.11 If the option shall be exercised then with effect of completion of the sale and purchase this Lease and the rights granted by it shall cease to be of any further

force and effect but without prejudice to the rights of either party in respect of any prior breach of covenant or obligation hereunder.

6. SURETY COVENANT

6.1 This Lease having been granted at the request of the Surety to the Lessee the Surety hereby covenants with the Lessor in the terms set out in the Eighth Schedule to this Lease

7. CONTRACT RIGHTS

7.1 For the avoidance of doubt this Lease shall not confer on any third party any benefit or the right to enforce any term of it under the Contracts (Rights of Third Parties) Act 1999

8. DAMAGE OR DESTRUCTION

8.1 In the event that the Jesus Barge shall be damaged or destroyed so as to make its repair or reinstatement impracticable or impossible then either party shall have the option to give written notice to the other to determine this Lease when the proceeds of any insurance claim made by the Lessor in respect of such damage or destruction shall belong in their entirety to the Lessor but without prejudice to the rights of either the Lessor or the Lessee against the other in respect of any prior breach of covenant or obligation in this Lease.

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

THE FIRST SCHEDULE above referred to

Jesus Barge let

ALL THAT the barge shown for identification purposes only edged red on the plan annexed hereto and known as "the Jesus Barge" now moored in the space adjoining Turks Pontoon Richmond Surrey the said pontoon being shown for identification purposes edged green on the plan annexed hereto and which together with the supporting piles therefor is referred to in this Lease as "the Pontoon")

THE SECOND SCHEDULE above referred to

Rights for Lessee in common with the Lessor and all others authorised by him

1. During the subsistence of the River Works Licence subject to the Lessee paying the cost of emptying the tanks the right to discharge sewage from the Jesus Barge into the Lessor's holding tanks situate beneath the Pontoon
2. During the subsistence of the River Works Licence subject to the Lessee paying the whole or a fair proportion as the case may be of the charges therefor the right to the running of water electricity and all other services through the wires pipes cables and other conducting media now connected to the Jesus Barge and the gangway leading thereto
3. During the subsistence of the River Works Licence the right to pass and repass with staff guests invitees and all others authorised by the Lessee to and from the Jesus Barge over the Pontoon and the gangway leading thereto or over such other similarly suitable route as the Lessor may from time to time provide from and to the towpath
4. During the subsistence of the River Works Licence the right at its own expense to maintain the bollards; to landscape; to light (by floodlight and/or otherwise) and to erect security TV cameras on the part of the Pontoon shown edged in blue on the annexed

plan

5. During the subsistence of the River Works Licence the right to erect a Menu Board of reasonable dimensions on the railings adjoining the gate to the towpath shown on the said plan
6. During the subsistence of the River Works Licence the right to the exclusive use of the area of the Pontoon adjacent to the Jesus Barge shown edged in blue on the annexed plan

THE THIRD SCHEDULE above referred to

Exceptions and Reservations for the Lessor

1. The right to remove from its mooring position and without paying compensation 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
2. The right of entry with workmen on two days prior notice (save in an emergency) for the purpose of carrying out any work on/or to the Pontoon or otherwise in connection with the adjoining facilities the Lessor making good as soon as practicable any damage caused to the vessel hereby demised in the exercise of such right
3. The right temporarily but not permanently to divert or stop up the use of any easement right or facility where the Lessor must or may carry out work of repair or maintenance or renewal and which cannot reasonably be carried out without taking such action provided that the Lessor shall use its best endeavours to provide reasonably suitable alternative facilities and to cause the minimum interference to the Lessee's trade

THE FOURTH 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 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 marine craft policy may become void or voidable or whereby any additional premium may become payable for the insurance of any neighbouring property
3. 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 Lessor or to any third party

THE FIFTH SCHEDULE above referred to

Reviews of the rent

1. Rent Review

It is agreed that at the fifth and tenth anniversaries of the term commencement date each date being a "Review Date" the rent shall be reviewed so that on and after each Review Date the rent shall be the greater of (but not less than) :-

- 1.1. the rent payable immediately before the Review Date in question and
- 1.2. the Open Market Rent as at that Review Date as defined in this Schedule and as agreed between the parties (or determined by the Independent Surveyor in the absence of agreement between the parties as provided below)

2. Open Market Rent

- 2.1. The Open Market Rent shall be the yearly rent at which the Jesus Barge might be

would not be discounted to reflect the absence of such a period

2.2.7 the Jesus Barge may be used for the use permitted by this Lease and for any other use permitted by any consent licence or approval given by the Lessor before the relevant Review Date and for which planning consent has been obtained

2.3. There shall be disregarded:-

2.3.1 any effect on rent of the fact that the Lessee or any undertenant have been in occupation of the Jesus Barge

2.3.2 any goodwill attached to the Jesus Barge by reason of the carrying on there of the business of the Lessee or any undertenant or their predecessors in title in their respective businesses

2.3.3. any increase in rental value of the Jesus Barge attributable to the existence at the relevant Review Date of any improvement to the Jesus Barge in respect of which all the following conditions are satisfied that is to say that the improvement was carried out:-

2.3.3.1 during the term or during any period of access or occupation prior to the commencement of the term; and

2.3.3.2 with the consent of the Landlord (where required); and

2.3.3.3 by and at the cost of the Lessee or any undertenant or their respective predecessors in title; and

2.3.3.4 otherwise than in pursuance of an obligation to the Lessor

3. Determination by third party

3.1. In the absence of agreement between the parties on the revised rent the question shall at the request of either of them as soon as practicable be referred to the decision of an Independent Surveyor acting as an expert and not as an arbitrator (or at the option of the Lessor exercised at any time prior to the appointment of the Independent Surveyor acting as an arbitrator under the Arbitration Act 1996) such person to be appointed on the

5.2. If the rent payable after any Review Date has not been ascertained by that date then within 14 days after the date when the revised rent is agreed between the parties or the date upon which the decision of the Independent Surveyor on the revised rent is made and communicated to the parties the Lessee shall pay to the Lessor:-

5.2.1. any shortfall between:-

5.2.1.1 the rent which would have been paid on the Review Date and any subsequent quarter days if the revised rent had been ascertained on or before the relevant Review Date; and

5.2.1.2 the payments made by the Lessee on account

5.2.2 interest at three per cent below the rate of interest specified in clause 4(4) above in respect of each instalment of the rent due on or after the relevant Review Date on the amount by which each such instalment which would have been payable on the relevant Review Date or such quarter day if the revised rent had been ascertained on or before the relevant Review Date exceeds the amount paid on account and such interest shall be payable for the period from the date upon which the instalment was due up to the date of payment of the shortfall

6. Rent restrictions

If on any Review Date there is in force any statutory restriction on the amount of the rent or on a review of it the Lessor may upon any modification or removal of that restriction serve on the Lessee a notice to the effect that on the day following the modification or removal there shall be a Review Date and the provisions of this Schedule shall then apply as if that date were a Review Date but without prejudice to the review due on the immediately following Review Date

7. Rent review memorandum

Without prejudice to the foregoing provisions of this Schedule a memorandum of the amount of the rent ascertained in accordance with the provisions of this Schedule shall within 28 days of ascertainment be endorsed on or annexed to this Lease and the

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THE SEVENTH SCHEDULE above referred to

Conditions which may be imposed prior to proposed assignment

- (aa) The delivery to the Lessor of a deed entered into by the Lessee at his own cost (being an authorised guarantee agreement within Section 16 of the Landlord and Tenant (Covenants) Act 1995) entered into by the Lessee in such form as the Lessor may reasonably require
- (bb) The payment to the Lessor of all rents and other sums which have fallen due under the Lease prior to the date of the proposed assignment
- (cc) Where the Lessor reasonably so requires the delivery to the Lessor (entered into at the Lessee's expense) of a deed of guarantee entered into by one more third party guarantors reasonably acceptable to the Lessor containing covenants in such form as the Lessor reasonably requires
- (dd) Where the Lessor reasonably requires a deposit of a sum not exceeding six months rent (plus Value Added Tax thereon at the rate payable at the time of the request) for licence to assign for the performance of the Lessee's covenants in this Lease such deposit to be governed by the terms of a deed in such form as the Lessor may reasonably require

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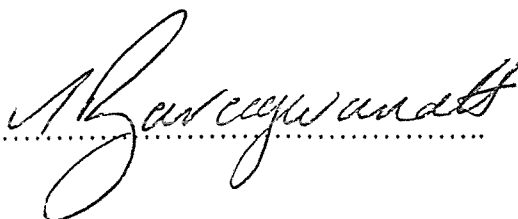

3. If during the term the Lessee (being a company) enters into liquidation or (being an individual) becomes bankrupt and the liquidator or the trustee in bankruptcy or the Crown bona vacantia disclaims this Lease the Surety shall upon written notice from the Lessor given within twelve months after the date of disclaimer accept a new Lease of the Jesus Barge for a term equal to the residue then remaining unexpired of this Lease at the rents then being paid under this Lease and otherwise subject to the same covenants and provisions as in the Lease (without however requiring any other person to act as guarantor) such new lease to take effect from the date of disclaimer and to be granted at the cost of the Surety who shall execute and deliver to the Lessor a Counterpart of it.
4. If the Lease is disclaimed and for any reason does not require the Guarantor to accept a new lease pursuant to clause 3 above the Surety will pay to the Lessor on demand an amount equal to the difference between any money received by the Lessor for use or occupation of the Jesus Barge and rent (if higher) which would have been payable had this Lease not been disclaimed for the period commencing with the date of disclaimer and ending upon the date six months after the date of disclaimer or (if earlier) the date upon which the Jesus Barge is relet

(COUNTERPART)

EXECUTED as a **DEED** by **H20**)
(UK) **LIMITED** acting by)
two Directors or one Director)
and its Secretary)

Director

Director / Secretary

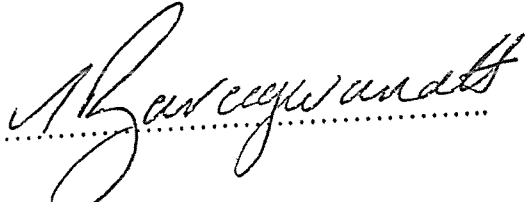


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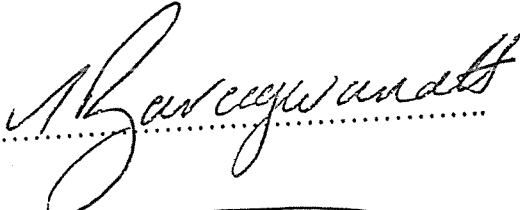
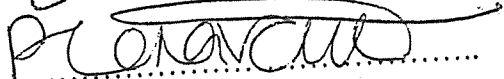

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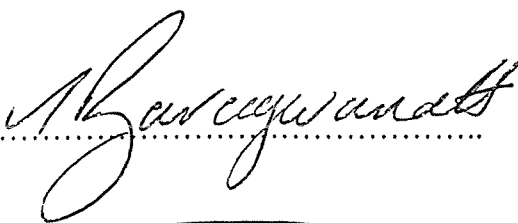

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