

**DATED** 25<sup>th</sup> September 2009

**TURK LAUNCHES LIMITED**

- and -

**G.G.M. RESTAURANTS LIMITED**

- and -

**MELANIE GOODWIN DEVON GAYLE**

**and PETER McMAHON**

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**Counterpart /**

**LEASE**

of the Jesus Barge  
at Richmond upon Thames, Surrey

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Carter Bells LLP  
- Solicitors -  
Kings' Stone House  
12 High Street  
Kingston upon Thames  
Surrey KT1 1HD  
Telephone: 020 8939 4000  
Ref: RHN/11384/20

THIS LEASE is made the 25<sup>th</sup> day of September 2009  
BETWEEN

(1) **TURK LAUNCHES LIMITED** (CRN: 01091058: England) having its registered office at 35 Ballards Lane London N3 1XW ("the Landlord" which expression shall where the circumstances admit include the persons entitled to the reversion expectant upon the determination of the term hereby granted)

(2) **G.G.M. RESTAURANTS LIMITED** (CRN: 06925811: England) whose registered office is at 2 Villiers Court 40 Upper Mulgrave Road Cheam Surrey SM2 7AJ ("the Tenant" which expression shall include its successors in title) and

(3) **MELANIE GOODWIN** of 63 Heythorpe Street Southfields SW18 5BS **DEVON GAYLE** of First Floor Flat 29 Cathnor Road London W12 9JB and **PETER COLIN McMAHON** of 389 Common Side East Mitcham CR4 1HG

("the Surety" which expression shall include their respective personal representatives and estates)

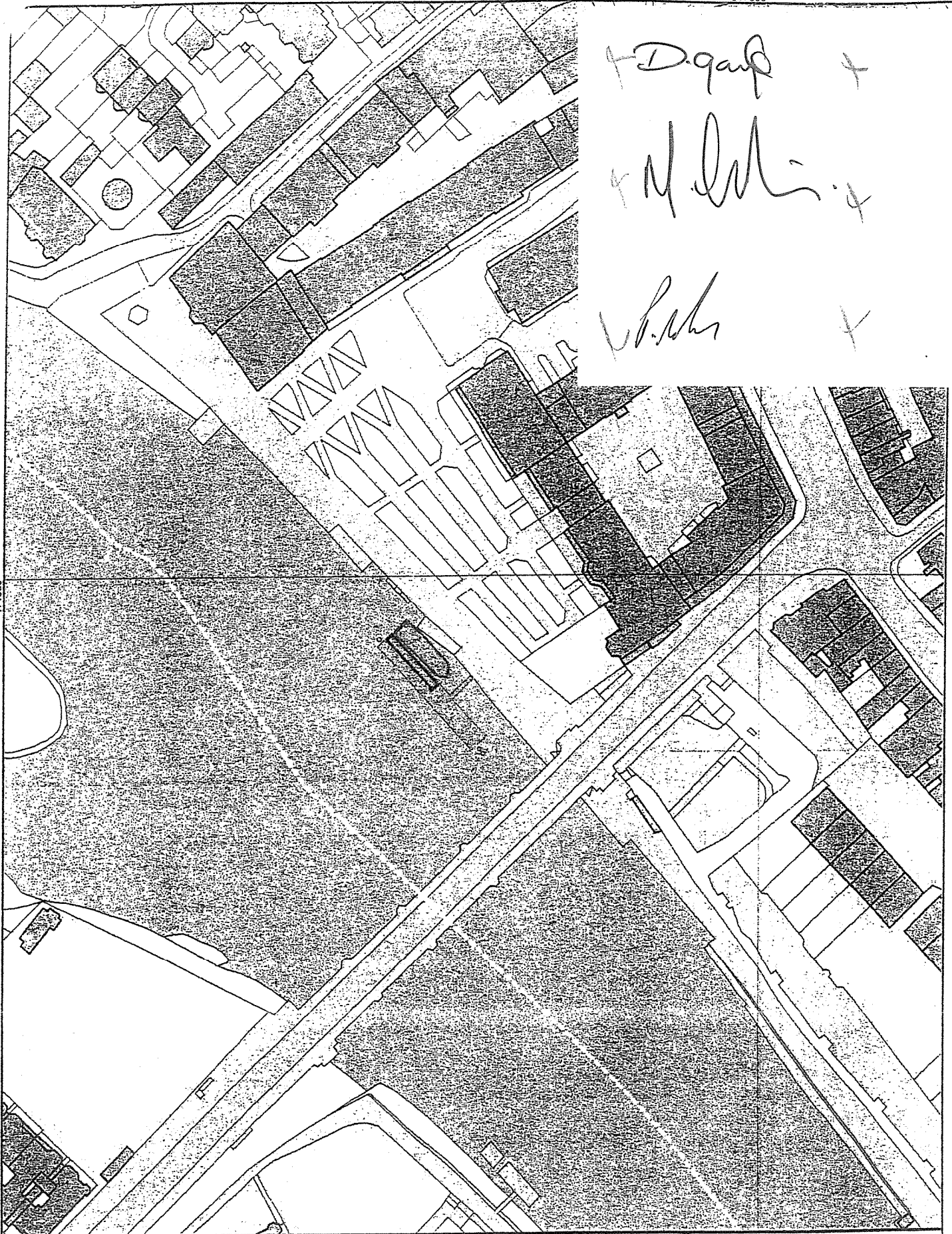
In this Lease the following expression shall have the following meanings:-

**"Allocated Area"**: means that part of the Pontoon that is edged in blue on the Plan

**"Crown Lease"**: means the Lease dated 25<sup>th</sup> August 2006 made between the Queen's Most Excellent Majesty (1) the Crown Estate Commissioners (2) and the Landlord (3) demising to the Landlord those pieces of land being part of the foreshore and bed of the River Thames adjacent to The Bridge Boathouse, Richmond Bridge to which the Pontoon is piled

**"Jesus Barge"**: means the barge shown for identification purposes only edged red on the Plan and known as the Jesus Barge

D. Gault +  
 N. L. M. +  
 L. B. M. +



1:1,250  
 0 5 10 20 30 40  
 Meters

Map Ref: TQ1774NE  
 Property Ref:  
 Agreement Ref:  
 Date: 21.05.2003  
 Drawn by: LMM

**THE CROWN ESTATE**  
 Marine Estates  
 16 Carlton House Terrace  
 London SW1Y 5AH  
 Tel: 020 7210 4377

Landlord during the term yearly and proportionately for a fraction of a year:

for the year commencing on the date hereof the rent of fifteen thousand pounds (£15,000) and

for each of the remaining years rent at the rate of twenty five thousand pounds (£25,000) per year

but subject to the provisions for review of such rent set out in the Fourth Schedule to this Lease

Such rents to be paid without any deduction by equal monthly payments in advance on the first day of each month ("the Rent Payment Days") in every year the first such payment or a due proportion thereof for the period commencing on the date hereof until the next Rent Payment Day to be paid on or before the signing of this Lease and all future payments thereafter to be made by Bankers Standing Order to the Landlord's bank account as notified to the Tenant in writing from time to time or in default on the due date on demand

And further yielding and paying as further rent all sums payable by the Tenant to the Landlord in accordance with the Tenant's covenants contained in this Lease

## **TENANT'S COVENANTS**

2. THE Tenant HEREBY COVENANTS with the Landlord at all times during the said term: -

### **PAY RENT**

- (1) To pay the rents hereinbefore reserved and any increased rent payable in accordance with the provisions of the Fourth Schedule hereto at the time and in the manner aforesaid without

thereafter to be made by banker's standing order to the Landlord's bank account as notified to the Tenant in writing from time to time or in default on the due date on demand and such amount shall be subject to increase in accordance with the provisions of the Fourth Schedule to this Lease

### **NOTIFY IF REPAIRS REQUIRED**

- (3) To notify the Landlord without delay in writing if the Tenant becomes aware any repairs are required to the Jesus Barge or to the Pontoon

### **TOWN AND COUNTRY PLANNING MATTERS**

- (4) To observe and perform all restrictions of any planning consents relating to the use of the Jesus Barge and or so far as co-extensive therewith the Pontoon leading there from to the public towpath

### **COSTS IN DEFAULT**

- (5) To pay to the Landlord all costs charges and expenses (including legal costs and fees payable to the Landlord's surveyor) which may be properly incurred by the Landlord in connection with or in contemplation of the recovery of arrears of rent and any other monies payable by the Tenant to the Landlord under the covenants in this Lease or as a result of any other breach or non observance of any Tenant's covenant under this Lease

### **COSTS OF CONSENTS**

- (6) To pay all reasonable and proper legal costs and Surveyors' fees incurred by the Landlord on all licences and consents or duplicates thereof resulting from any application by the Tenant for any licence or consent of the Landlord required by this Lease

omission of the Tenant or anyone having access to the Jesus Barge with the Tenant's consent)

#### **RETURN ON TERMINATION OF LEASE**

- (8) At the expiration or ending of this Lease quietly to yield up unto the Landlord the Jesus Barge in such state of repair as shall in all respects be consistent with a full and due performance by the Tenant of the covenants on the part of the Tenant contained in this Lease having replaced any fixtures and fittings which are damaged broken missing or are worn out

#### **ACCESS TO VIEW CONDITION**

- (9) To permit the Landlord and any Superior Landlord and Landlord's workmen and others authorised by the Landlord at all reasonable times upon giving reasonable prior notice (except in the case of an 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 Tenant 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 Landlord to the Tenant and for which the Tenant may be liable hereunder AND if the Tenant shall not within two calendar months (or sooner if requisite) after such notice proceed diligently with the execution of such repairs then it shall be lawful for the Landlord (but without prejudice to the right of re-entry hereinafter contained or to any other right or remedy of the Landlord) to enter upon the Jesus Barge with all necessary workmen and execute such repairs at the expense of the Tenant in accordance with the covenants herein contained and the costs and expenses thereof shall be a debt due from the Tenant to the Landlord and be

fees and other charges and expenses incurred in the connection with any matter or thing under this present sub-clause

- (11) If the Landlord 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 Tenant's own expense duly to apply to such Authority therefore and diligently to proceed with such application and to provide the Landlord with a copy of any determination of such application

### **STATUTE COMPLIANCE**

- (12) Not to do or omit to 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 and / or the use and / or occupation and / or mooring of the Jesus Barge or in any order directions or notices made or given in relation to the Jesus Barge and at all times (without prejudice to any indemnity in that behalf) to comply with all such statutes statutory instruments rules order and regulations for the time being in force relating to such matters and to indemnify and keep indemnified the Landlord against all actions proceedings costs and expenses claims objection representations or appeals in respect of any breach of this sub-clause

### **NOTICES**

- (13) Forthwith to deliver to the Landlord a copy of any notice served upon the Tenant or on any sub-tenant and of any order or proposed order affecting the Jesus Barge or the Pontoon and insofar as the same relate to the Tenant's use and occupation to

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 two weeks 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 Landlord and to produce to them such assignment assent transfer or underlease or in the case of a devolution of the interest of the Tenant 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 and any registration fees payable by the Landlord pursuant to the Crown Lease for the registration thereof but that any such registration shall not imply any approval by the Landlord 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 Third Schedule hereto and such amended regulations as the Landlord acting properly and reasonably may from time to time issue to the Tenant in writing

### **INSURANCE DISCLOSURE**

- (18) That the Tenant has disclosed to the Landlord in writing prior to the execution of this Lease of any conviction judgment or finding of any Court or Tribunal relating to the Tenant or any director or other officer of the Tenant of such nature as is likely to affect the decision of any insurer or underwriter to grant or continue



## **COMBUSTIBLE SUBSTANCES**

- (22) Not to store on the Jesus Barge or on the Pontoon any petrol or other inflammable or combustible substances save for gas which may be stored on the Allocated Area (only) in such means of storage that prevents unauthorised access or removal of the cylinders

## **WASTE**

- (23) To dispose regularly of all refuse and trade waste at the Tenant'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

## **ELECTRICITY AND WATER**

- (24) 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 Landlord and the payment to be made to the Landlord 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**

- (25) To maintain adequate insurance cover in respect of all matters normally covered by a traders combined insurance for the business of the Tenant 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 Landlord) and punctually to pay all premiums for such insurance and to produce the policy and the receipt for the last premium to the Landlord on demand

## **VAT**

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

## **LIQUOR LICENCE**

- (31) To take all necessary steps to preserve for the benefit of the Jesus Barge the premises licence currently held under the Licensing Act 2003 permitting the consumption on or off the Jesus Barge of intoxicating liquor and to make such application for the renewal thereof and not to or permit anything to be done that may infringe or invalidate or cause the said premises licence to be revoked or not renewed and upon the expiry or earlier determination of the said term to surrender up to the Landlord such licence and consent to any transfer of the said premises licence to the Landlord or his nominee or nominees and to do all such things as the Landlord may properly require in connection therewith

## **NOT TO MOVE THE BARGE**

- (32) Not without the Landlord's prior written consent to move the Jesus Barge from its mooring on the pontoon at Richmond Bridge

## **CONDITION**

- (33) When this tenancy ends for whatever reason the Tenant shall return the Jesus Barge to the Landlord with all fixtures and fittings belonging to the Landlord (including the two refrigerators) and shall remove all other equipment furniture and things leaving the area occupied by the Jesus Barge, the Jesus Barge and the Allocated Area clear and in clean condition. In

to be laid out the monies to be received by virtue of such insurance in or towards the repair or reinstatement thereof and make up any deficiency out of its own monies (save where such deficiency arises from some act or omission by the Tenant or anyone on the Jesus Barge or the Pontoon with the consent of the Tenant and as a result of such act or omission the insurance monies are withheld in whole or in part when the Tenant shall immediately make up such shortfall upon the Landlord's written demand) and the Tenant or the Landlord following damage by an insured risk shall be entitled at any time by notice in writing served upon the other after one year has expired from the date of such event if the Jesus Barge or the Pontoon has not been reinstated and made good for use again in such period through no fault or the Landlord to determine the term hereby granted as from the Rent Payment Day next following after the service by the Tenant or the Landlord 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 part of the other herein contained

### **QUIET ENJOYMENT**

- (b) That the Tenant paying the rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on their 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 Landlord or any person or persons lawfully claiming under or in trust for the Landlord

Crown Lease in so far as they relate to and affect the premises hereby demised

### **ELECTRIC SUPPLY**

- (h) To use best endeavours to have the electric supply to the Barge upgraded to a three phase safety as soon as possible and within one year of the date hereof the extent of the Landlord's work to terminate at the fuse board in the Jesus Barge

### **SEWERAGE SYSTEM**

- (i) To maintain the sewerage system on the Jesus Barge in working order and to empty the holding tanks under the Pontoon so often as is reasonably necessary

### **ENTRANCE GATE KEYS**

- (j) To provide the Tenant with keys for the entrance gate to the Pontoon from the tow path and to maintain the locking system thereof

### **PROVISOS AND AGREEMENTS**

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

- (I) If and whenever any of the rents hereby reserved or made payable by the Tenant or any part or parts thereof shall at any time be in arrears and unpaid for fourteen days after the same shall have become due (whether any formal or legal demand therefore shall have been made or not) or if the Tenant being an individual (or one of them where there are two or more persons) 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 the Tenant being a company shall enter into liquidation whether

## **INTEREST ON ARREARS**

- (4) If any sums payable by the Tenant or the Surety to the Landlord under this Lease shall not be paid to the Landlord 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 rate per annum of 4% above Lloyds TSB 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 Landlord be recoverable by action or as rent in arrear. In the event that either Lloyds TSB Bank Plc shall cease to exist or such base rate shall cease to be published then the Landlord shall be entitled to specify another comparable rate of interest therefore

## **RENT SUSPENSION**

- (5) In the event of the Jesus Barge or the Pontoon or the means of pedestrian access to the Jesus Barge from the towpath being damaged or destroyed by fire or other insured risks insured by the Landlord from time to time so as to render the Jesus Barge unfit for use as a restaurant and any insurance on the Jesus Barge and the Pontoon effected by the Landlord is not avoided or vitiated by any act or omission of the Tenant or any under-tenant 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 or the Pontoon or the means of pedestrian access to the Jesus Barge from the towpath 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 1996 or any statutory enactment in that behalf for the time being in force

1954 Act") and which applies to the tenancy created by this Lease and before this Lease was entered into.

(2) [ *MELANIE GOODWIN [THE SURETY]* ] made a Statutory Declaration on [ *23<sup>RD</sup> SEPTEMBER* ] 2009 in accordance with the requirements of Section 38A(3)(b) of the 1954 Act

(3) The parties agreed that the provisions of Section 24 – 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease

(4) The Surety hereby confirms that the Landlord served a Notice on the Surety on the 2<sup>nd</sup> July 2009 as required by Section 38A(3)(a) of the 1954 Act and which applies to the tenancy created pursuant to the provisions set out in the Seventh Schedule to this Lease and before this Lease was entered into

(5) The Surety made a Statutory Declaration on [ *23<sup>RD</sup> 24<sup>TH</sup> JULY* ] 2009 in accordance with the requirements of Section 38A(3)(b) of the 1954 Act – *PETER MCINAMON ON 23<sup>RD</sup> JULY 2009 AND DEUN O'RYLE AND MELANIE GOODWIN ON 24<sup>TH</sup> JULY 2009*

(6) The Landlord and the Surety agree that the provisions of Section 24-28 of the 1954 Act are excluded in relation to such tenancy referred to in the Seventh Schedule

#### **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 Tenant are those expressly set out in this Lease

#### **LANDLORD'S LIABILITY ON COVENANTS**

(11) The Landlord shall not be liable to the Tenant in respect of any breach or non performance of its covenants set out in clauses 3.1(c) and (d) and (i) and (j) above unless and until the Landlord shall have received written notice stipulating such breach and the

8. **HEADINGS**

Headings are inserted for ease of reference and shall not be taken into account when interpreting the provisions of this Lease

9. **BREAK OPTION**

9.1 The Landlord shall have the option by giving not less than six months prior written notice to the Tenant to end this tenancy and the rights hereby granted on the 30<sup>th</sup> June 2013 or the 30<sup>th</sup> June 2015 and if such notice is given upon the expiry of such period of notice the tenancy hereby granted shall end and the Tenant shall yield up to the Landlord vacant possession of the Jesus Barge and the Allocated Area

9.2 The Tenant shall have the right by giving not less than six months prior written notice (but subject to the Tenant complying with the conditions next appearing) to the Landlord to end this tenancy and the rights hereby granted on the 30<sup>th</sup> June 2013 or the 30<sup>th</sup> June 2015 and if such notice is given upon the expiry of such period of notice the tenancy hereby granted shall end and the Tenant shall yield up to the Landlord vacant possession of the Jesus Barge and the Allocated Area

9.3 The conditions referred to above are that (a) both at the date upon which the Tenant gives notice to exercise the option and when the said term will end pursuant to such notice that there are no arrears of the rent hereby reserved or any other amounts payable by the Tenant to the Landlord under this Lease and (b) the Tenant yields up the premises with full vacant possession of the Jesus Barge and the Allocated Area

9.4 The determination of this Lease pursuant to any such notice shall be without prejudice to the rights of the Landlord or the Tenant against the other party in respect of any prior breach of covenant or obligation

## **11. SURETY**

In consideration of the Landlord entering into this Lease at the request of the Surety the Surety hereby covenants jointly and severally with the Landlord as a primary obligation in the terms set out in the Seventh Schedule to the Lease

## **12. INTERPRETATION**

In this Lease (a) where any consent is required of the Landlord this will also impose an obligation on the Tenant to obtain the consent (where required) of the superior landlord being the reversioner to the time being of the Crown Lease and (b) where any right of entry is reserved in this Lease to the Landlord such right to entry shall also be deemed reserved to the superior landlord for the time being of the Crown 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

**Rights for Tenant** in common with the Landlord and all others authorised by it

1. During the subsistence of the Licence the right to discharge sewage from the Jesus Barge into the Landlord's holding tank beneath the Pontoon
2. The exclusive right (subject to the provisions in the Second Schedule hereto) to use the Allocated Area in connection with the Jesus Barge
3. Subject to the Tenant paying the whole or a fair proportion as the case may be of the charges for the water supply the right to the running of water electricity and all other services through the wires pipes cables



carry out to the Jesus Barge or otherwise in connection with the adjoining facilities the Landlord making good as soon as practicable any damage caused to the vessel hereby demised in the exercise of such right but without paying any compensation for any inconvenience thereby caused

3. The right temporarily (but not permanently) to divert or stop up the use of any easement right or facility where the Landlord 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 Landlord shall use its best endeavours to provide reasonably suitable alternative facilities and to cause the minimum interference to the Tenant's trade but without paying any compensation for any inconvenience thereby caused
4. The rights reserved to the Port of London Authority and its successors under the Licence and to the Crown Estate Commissions and its successors under the Crown Lease
5. Any reason in connection with the Crown Lease including to take any action or steps to remedy anything which shall or may tend to be a breach or non observance thereof or to prevent any forfeiture or anticipated forfeiture thereof

**THE THIRD SCHEDULE** above referred to  
**Regulations as to user**

1. To use and occupy the Jesus Barge for a use falling within Class A3 of the Town and Country Planning (Use Classes) Order 1987 only
2. No to do or permit anything upon the Jesus Barge or the Pontoon whereby any policy or policies or insurance on the same against damage by fire or other peril usually included in a marine craft policy may become void and voidable or whereby any additional premium may

$$\text{Revised amount} = \text{Prior amount} \times \frac{\text{Latest Index Figure}}{\text{Index Figure}}$$

Where:-

**“Latest Index Figure”** means the Index figure for the month, which is last published prior to the 28th day of month before the month of the relevant Review Date (so by way of example for the review due 1<sup>st</sup> July 2010 the Latest Index Figure is the Index figure for the month, which is last published prior to the 28th June 2010)

**“Index Figure”** means on the occasion of the first review of the rent hereby reserved and on the occasion of the first review of the amount payable pursuant to clause 2.2(b) the Index figure published for the month of May 2009 and on each subsequent Review Date the Latest Index Figure used at the Review Date immediately prior to the relevant Review Date

**“Prior Amount”** means the relevant amount subject to review in accordance with the provisions of this schedule that is payable immediately prior to the relevant Review Date

- 2.2 If the reference base used to compile the Index changes between the month of May 2009 and the month taken for the Latest Index Figure before any relevant Review Date then the Latest Index Figure in the Formula shall be adjusted to the figure which would have applied if the reference base current in May 2009 had been retained and not changed
- 2.3 In no circumstances shall the revised amount be less than the amount payable before the relevant Review Date and accordingly if a decrease in the Index would (but for this paragraph) have resulted in the revised amount being less than that payable immediately before the relevant Review Date then the revised amount shall be the amount payable before the relevant Review Date

party is the Tenant such sum may be treated as if it was rent that is due and not paid

5. If the independent Valuer cannot complete the determination then the Landlord or Tenant may by notice to the other require the revised amount or other matter in dispute to be determined by another independent Valuer to be appointed by agreement between the parties or in the absence of agreement by on or behalf of the President of the Royal Institution of Chartered Surveyors or any successor body on the application of either party when the process thus far shall if necessary be repeated
6. Where the revised amount or other matter in dispute falls to be determined under Paragraph 4 or Paragraph 5 the independent Valuer shall determine the revised amount or other matter in dispute so as to reflect as far as possible the purpose and intent of the provisions of this Schedule for the review of the amount by reference to the Index
7. Where the amount payable with effect from a Review Date is not ascertained before that Review Date the Tenant shall:-
  - 7.1 With effect from that Review Date pay an interim amount at the rate at which the amount was payable immediately before that Review date; and
  - 7.2 If the amount when ascertained exceeds the interim amount then on or before the day ("the Due Date") which is 14 days after ascertainment of the amount pay to the Landlord an amount equal to the aggregate of the sums by which each instalment of the amount would have exceeded each instalment of the amount had the amount been ascertained by that Review Date together with interest in accordance with Clause 3.4 on each of those sums from and including the date it would have been due to and including the day before the Due Date or (if earlier) the date of

for the performance by it of the Tenant's obligations under this Lease satisfactory to the Landlord

2. Where the proposed assignee can claim diplomatic or state immunity (but to avoid doubt this circumstance shall not apply where the proposed assignee is the Government of the United Kingdom of Great Britain and Northern Ireland or any department thereof)
3. Where the proposed assignee is not (in the case of a corporation) registered or (in any other case) resident in the European Union

**THE SIXTH SCHEDULE** above referred to

**Conditions which may be imposed prior to proposed assignment**

1. The delivery to the Landlord of a deed entered into by the Tenant at his own cost (being an authorised guarantee agreement within Section 16 of the Landlord and Tenant (Covenants) Act 1995) entered into by the Tenant in such form as the Landlord may reasonably require
2. The payment to the Landlord of all rents and other sums, which have fallen due under the Lease prior to the date of the proposed assignment
3. Where the Landlord reasonably so requires the delivery to the Landlord (entered into at the Tenant's expense) of a deed of guarantee entered into by one or more third party guarantors reasonably acceptable to the Landlord containing covenants in such form, as the Landlord reasonably requires
5. Where the Landlord 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 Tenant's covenants in this Lease such deposit to be governed by the terms of a deed in such form as the Landlord may reasonably require

(g) any variation to this Lease save a variation that materially increases the Surety's obligations and is made without the Surety's consent

(h) any other act matter or thing apart from the express release in writing of the Surety

3. If during the term the Tenant (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 Landlord given within three 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 Landlord a duly executed counterpart of it

Signed as a Deed by the said DEVON )  
GAYLE in the presence of )..... *D. Gayle* .....

Witness Signature..... *J. Whin* .....

Witness Full Name..... *JORNA JARAH OLWICK* .....

Witness Address..... ORMERODS  
GREEN DRAGON HOUSE  
64-70 HIGH STREET  
CROYDON SURREY CR0 9XN

Signed as a Deed by the said PETER )  
McMAHON in the presence of )..... *P. Mh* .....

Witness Signature..... *J. Whin* .....

Witness Full Name..... *JORNA JARAH OLWICK* .....

Witness Address..... ORMERODS  
GREEN DRAGON HOUSE  
64-70 HIGH STREET  
CROYDON SURREY CR0 9XN