

DATED

2nd June 2007

THE CROWN ESTATE COMMISSIONERS

to

WESTON BAY YACHT CLUB LIMITED

COUNTERPART REGULATING LEASE

-of-

Part of the Foreshore and Bed of the

River Axe Brean Somerset

Commences:	1 May 2002
Term of Years:	21
Expires:	30 April 2023
Yearly Rent:	██████████ (subject to review)

Estates Reference:	AN/19 21 11/12/15
Legal Reference:	C/02/0175A/BOND
Bond Pearce Reference:	43090.872

THIS LEASE made the *2nd* day of *June* 200~~2~~*3*

BETWEEN

- (1) THE QUEEN'S MOST EXCELLENT MAJESTY
- (2) THE CROWN ESTATE COMMISSIONERS on behalf of Her Majesty acting in exercise of the powers of the Crown Estate Act 1961 ("the Commissioners"); and
- (3) WESTON BAY YACHT CLUB LIMITED (Company No. 04419391) whose registered office is at 3 Wingard Close Uphill Weston Super Mare Somerset BS23 4UL ("the Tenant")

WITNESSES as follows:-

1 Definitions and interpretation

In this Lease unless the context otherwise requires:-

- 1.1 "Authority" means a competent authority whether statutory public local European or otherwise or a court of competent jurisdiction
- 1.2 "Conduit" means a pipe drain sewer channel gutter wire or other conduit for the passage or transmission of water gas oil air smoke electricity information light or other thing and all ancillary structures and equipment
- 1.3 "Landlord" means for so long as the Reversion forms part of the Crown Estate Her Majesty and Her Successors and the Commissioners and any other person charged with the management of the Crown Estate and thereafter the person from time to time entitled to the Reversion
- 1.4 "Legal Obligation" means an obligation imposed by or under any present or future statute legislation statutory instrument byelaw or decree or any present or future regulation order direction directive requirement notice code of practice or guidance note of any Authority in so far as it relates to the Premises or to their occupation or use or any substance or article upon under or over the Premises but irrespective of the person on whom such obligation is imposed
- 1.5 "Materials" means sand stone beach shingle and other materials

- 1.6 "Premises" means ALL THAT the foreshore and part of the River Axe from time to time lying between the red lines AA and BB on the annexed plan at Brean in the Districts of Sedgemoor and North Somerset in the County of Somerset all which foreshore (in so far as it now lies between mean high water and mean low water) is for the purpose of assisting and explaining its description and not as in any way governing or controlling its area if there is any variation in the lines of mean high water and mean low water for the time being shown coloured pink on the annexed plan
- 1.7 "Rent" means the clear yearly rent of [REDACTED] or such other amount as is from time to time agreed or determined pursuant to the provisions of the Schedule or otherwise
- 1.8 "Reversion" means the reversion immediately expectant on the Term
- 1.9 "Tenant" where the context admits includes the Tenant's successors in title
- 1.10 "Term" means a term of 21 years commencing on 1 May 2002
- 1.11 "VAT" means value added tax or other similar tax and unless otherwise expressly stated all Rent and other sums payable by the Tenant under this Lease are exclusive of any VAT charged or chargeable and the Tenant shall pay such VAT in addition to and at the same time as the sum in question
- 1.12 "Works" means structures or works of any description on in under or over the Premises including (without limitation) building and engineering works and floating jetties and pontoons secured to the foreshore or seabed/riverbed
- 1.13 words importing one gender include other genders
- 1.14 words importing the singular include the plural and vice versa
- 1.15 references to persons include bodies corporate and vice versa
- 1.16 obligations of a party comprising more than one person are obligations of such persons jointly and severally
- 1.17 a covenant made by or implied on behalf of the Landlord is made by the Commissioners acting in exercise of the powers of the Crown Estate Act 1961 without imposing liability in any personal or private capacity and for so long only as the Reversion forms part of the Crown Estate and with effect from the date on which the Reversion ceases to form part of the

Crown Estate such covenant shall be deemed to be made by the person from time to time entitled to the Reversion

- 1.18 a covenant made with the Landlord is made separately with Her Majesty and Her Successors and the Commissioners and any person charged with the management of the Crown Estate and the person from time to time entitled to the Reversion
- 1.19 a covenant by the Tenant not to do something shall be construed as including a covenant not to permit or knowingly to suffer it to be done by any other person
- 1.20 a consent or approval to be given by the Landlord is not effective for the purposes of this Lease unless it is in writing and signed by or on behalf of the Landlord
- 1.21 reference to a statute includes any amendment modification extension consolidation or re-enactment of it for the time being in force and any statutory instrument regulation or order made under it for the time being in force
- 1.22 the clause headings do not affect the construction of this Lease

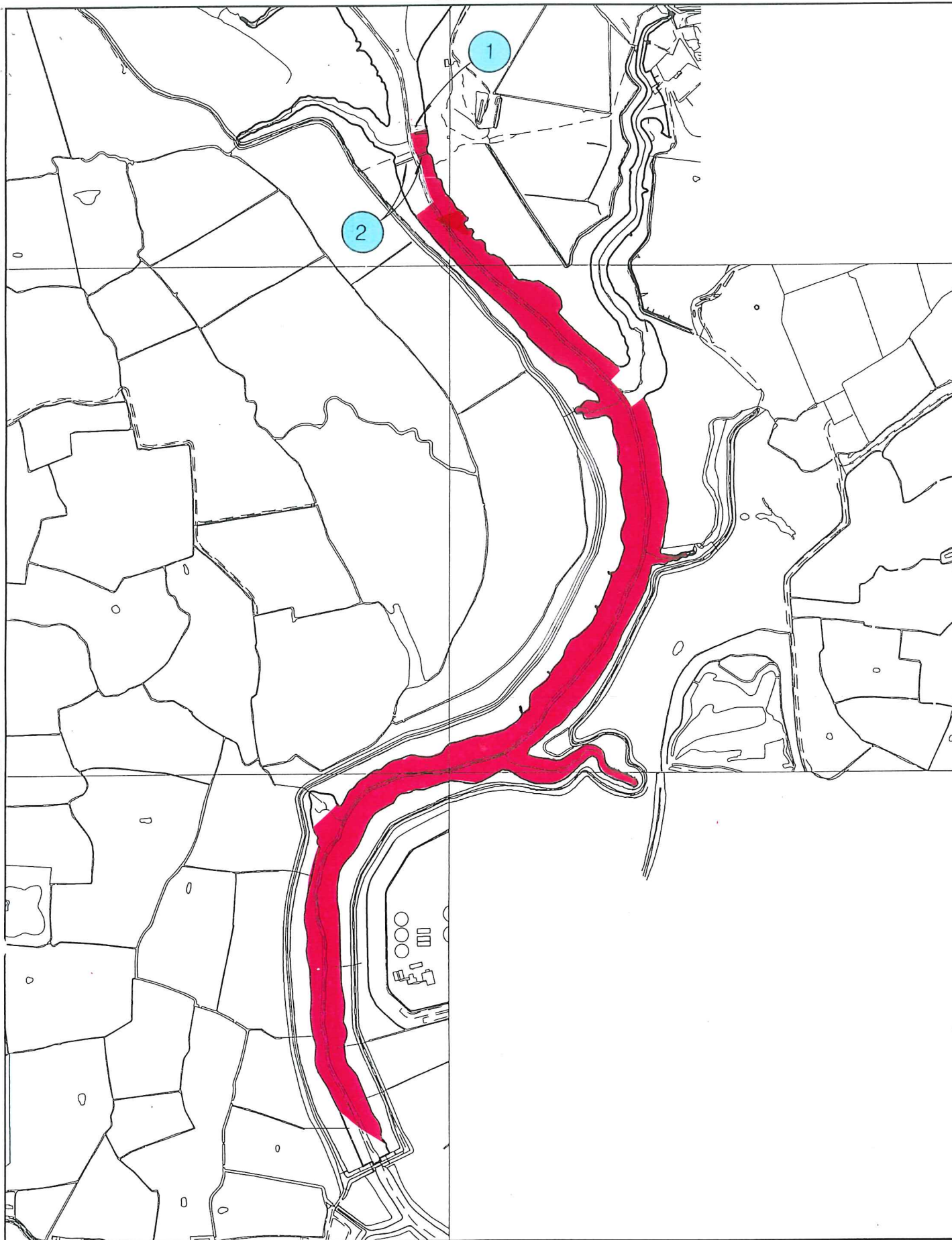
2 Demise

The Commissioners demise to the Tenant with no title guarantee the Premises EXCEPT AND RESERVING to the Landlord and all persons authorised by the Landlord:-

- 2.1 all mines minerals and mineral substances within the Premises together with the right to enter on the Premises to work get and carry them away as fully and effectually as if this Lease had not been granted
- 2.2 all game and wildfowl and the right to enter the Premises to shoot kill and carry them away
- 2.3 the right to use any Conduit now or hereafter on in under or over the Premises; and
- 2.4 the right to enter on the Premises to:
 - 2.4.1 install connect into inspect maintain repair renew alter divert or remove any Conduit now or hereafter on in under or over the Premises
 - 2.4.2 inspect the Premises and any Works on in under or over the Premises
 - 2.4.3 remedy a breach of the Tenant's covenants following the Tenant's failure to comply with a notice served under Clause 3.7 (Notice to Remedy Breach)

156000

157000



1:10,000

0 62.5 125 250 375 500

Meters

Map Ref: ST35NW
 Property Ref: —
 Agreement Ref: 19-21-15
 Date: 22.07.2002
 Drawn by: PHC

Marine Estates
 16 Carlton House Terrace
 London SW1Y 5AH
 Tel: 020 7210 4377
 Fax: 020 7839 7847

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2.4.4 remove any buildings erections works or materials which have become dilapidated or been abandoned or which have been constructed erected or placed on in under or over the Premises without the Landlord's consent and to restore their sites to their former or proper condition and

2.4.5 for any other reasonable purpose

TO HOLD the Premises to the Tenant for the Term SUBJECT to and where appropriate with the BENEFIT of:-

2.5 the public rights of navigation and fishing and all other rights easements and quasi-easements now exercisable over the Premises

YIELDING AND PAYING to the Landlord during the Term the Rent which is to be paid (so long as the Premises form part of the Crown Estate) to the Commissioners at their office by yearly payments in advance on 1 May in every year the first payment to be made on the date hereof

3 Covenants

3.1 The Tenant covenants with the Landlord:-

3.1.1 to pay the Rent on the days and in the manner aforesaid without deduction or set off whether legal or equitable

3.1.2 to pay the Rent by banker's standing order

3.1.3 to observe and perform such of the provisions contained in the Schedule as are expressed as obligations on the Tenant's part

3.1.4 if any Rent or other sum becoming payable under this Lease by the Tenant to the Landlord (including any Rent or other sum which the Landlord has declined to accept whether after service of a notice under Section 146 of the Law of Property Act 1925 or otherwise) remains unpaid for more than 21 days after becoming due (whether formally demanded or not) then the Tenant shall (if required but without prejudice to the Landlord's right of re-entry or any other right or remedy of the Landlord) as from the date on which it becomes due until the date of actual payment pay interest on it (as well after as before any judgment) at the rate of 3% per annum above the base lending rate from time to time of Barclays Bank plc (or such other bank as the Landlord nominates from time to time) and the interest shall be deemed

to be part of the Rent and recoverable in like manner as rent in arrear but shall not itself bear interest

3.2

3.2.1 to pay all existing and future rates taxes assessments impositions duties charges and outgoings whatsoever payable whether by the owner or occupier in respect of the Premises or if the Landlord pays any contribution in lieu of rates in respect of the Premises to repay such contribution to the Landlord on demand

3.2.2 to pay and indemnify the Landlord against all VAT which is chargeable on the Rent or any other sum payable by the Tenant under this Lease

3.3

3.3.1 not to remove Materials from the Premises and to use its best endeavours to prevent their illegal or unauthorised removal

3.3.2 not to cause waste spoil or destruction on the Premises

3.4 not to construct erect or place any Works on or in the Premises other than those already on or in the Premises at the date hereof (shown numbered 1 and 2 on the annexed plan)

3.5

3.5.1 to keep all Works on or in the Premises in good repair and condition

3.5.2 to keep the Premises clean and tidy and to remove all debris (including dead fish) from the Premises

3.6

3.6.1 at the Tenant's own expense to observe and comply with all Legal Obligations and not to do or omit to do in relation to the Premises or their occupation and use anything by reason of which the Landlord may incur any liability under a Legal Obligation whether by way of penalties damages compensation costs or otherwise

3.6.2 if the Tenant receives from an Authority formal notice of a Legal Obligation forthwith to produce a copy to the Landlord and if such Legal Obligation is in the Landlord's opinion contrary to the Landlord's interests (but without prejudice to the

requirements of clause 3.6.1) to make such objection representation or appeal against such Legal Obligation as the Landlord requires

- 3.7 in the event of any breach of the Tenant's covenants in this Lease to remedy the breach (but without prejudice to any other right of the Landlord) within three months (or as soon as possible in emergency) after receipt of a notice from the Landlord of the breach and if the Tenant fails diligently to comply with such notice and the Landlord enters the Premises to remedy the breach to pay on demand to the Landlord all costs which the Landlord incurs in remedying or seeking to remedy the breach

3.8

- 3.8.1 not to use the Premises other than for the granting of mooring licences
- 3.8.2 not to permit mooring of vehicles within any part of the Premises until a mooring licence in a form approved by the Landlord has been completed
- 3.8.3 to keep accurate detailed and legible written accounts of all moorings now or in the future on the Premises and of the gross receipts of the tenant by way of rent or acknowledgement as aforesaid and to deliver on the first day of March in every year at the offices for the time being of the Commissioners a copy of the same together with a statement showing the number of moorings as at the first day of March in every year
- 3.8.4 not to do any act or allow any substance or article to remain on in under or over the Premises which:
- 3.8.4.1 may be or become or cause a nuisance inconvenience disturbance annoyance damage or injury to the Landlord or any other person or premises; or
- 3.8.4.2 may cause pollution or harm to the environment
- 3.8.5 not to use the Premises for any dangerous noisy or offensive occupation or for any illegal or immoral purpose

- 3.9 to use its best endeavours to prevent all encroachments and unlawful acts on the Premises which may prejudice the Crown's title to them and if any claim is made to the Premises or to any right profit or easement in or out of or affecting them forthwith to give notice of it to the Landlord and not to admit or acknowledge it in any way whatsoever

- 3.10 not to permit any person to drive on any part of the Premises which is foreshore any mechanically-propelled vehicle (save for motor boats)
- 3.11 not to carry out any bait digging on the Premises and to use its best endeavours to prevent unlawful bait digging on the Premises
- 3.12 to consult with the Landlord in writing before making any byelaws or regulations in respect of the use and enjoyment of the Premises
- 3.13 not to assign underlet part with or share the possession of the whole or part of the Premises save that the granting of annual mooring licences in such form as shall reasonably be agreed between the Commissioners and the Tenant will not be a breach of this covenant
- 3.14 to indemnify and keep the Landlord indemnified against all actions proceedings claims and demands brought or made and all losses damages costs expenses and liabilities incurred suffered or arising directly or indirectly in respect of or otherwise in connection with:-
 - 3.14.1 the occupation and use of the Premises
 - 3.14.2 the state of repair and condition of the Premises
 - 3.14.3 any act neglect or default of the Tenant or anyone deriving title through or under the Tenant or anyone at the Premises with the express or implied authority of such persons; or
 - 3.14.4 any breach of any covenant or other provision of this Lease to be observed and performed by the Tenant
- 3.15 to maintain third party and public liability insurance in respect of the Premises for such sum as the Landlord from time to time requires with a reputable insurance office and whenever required to produce to the Landlord the policy of such insurance and the receipt for the last premium due in respect of it
- 3.16 to pay and indemnify the Landlord against all liability fees charges disbursements costs and expenses connected with incidental to consequent upon and (where appropriate) in contemplation of:-
 - 3.16.1 any application for the Landlord's consent (whether or not the consent is given or the application is withdrawn)

- 3.16.2 the inspection of the Premises (where such inspection reveals a breach of the Tenant's covenants in this Lease) and the superintendence of any works required to remedy any breach of the Tenant's covenant in this Lease
- 3.16.3 a schedule of dilapidations served during the Term or after the expiry or sooner determination of the Term
- 3.16.4 a notice pursuant to a provision of this Lease or under Section 146 or Section 147 of the Law of Property Act 1925 and proceedings under those sections even if forfeiture is avoided otherwise than by relief granted by the Court
- 3.16.5 the recovery of arrears of Rent or other sums payable under this Lease
- 3.16.6 the enforcement of any covenant or obligation of the Tenant under this Lease
- 3.16.7 any exercise of the Landlord's rights under clause 2.4.4 (Removal of Dilapidated Buildings); or
- 3.16.8 the abatement of a nuisance which the Tenant fails to abate

3.17

- 3.17.1 on the expiration or sooner determination of the Term:-

- 3.17.1.1 (unless the Landlord otherwise agrees in writing) to remove any Works and to restore their sites to their former or proper condition to the Landlord's satisfaction; and

- 3.17.1.2 to deliver up the Premises to the Landlord in good order and condition in accordance with the Tenant's covenants in this Lease

- 3.17.2 to indemnify and keep the Landlord indemnified against all actions proceedings claims and demands brought or made and all losses damages costs expenses and liabilities incurred suffered or arising directly or indirectly in respect of or otherwise in connection with any breach of clause 3.17.1 Provided that this clause 3.17.2 shall remain in full force and effect notwithstanding the expiry or sooner determination of the Term

- 3.18 to pay the Landlord's solicitors and surveyors costs and expenses including Value Added Tax in connection with the negotiation preparation and completion of this Lease and the Landlord's costs of preparing the annexed plan

4 **Declarations**

It is agreed and declared that:-

- 4.1 if any Rent is in arrear for 21 days (whether formally demanded or not) or if there is any breach of any of the Tenant's covenants or the conditions contained in this Lease the Landlord may re-enter on and retain possession of the Premises as fully and effectually as if this Lease had not been granted but without prejudice to the Landlord's rights and remedies for any arrears of Rent or any breach of the Tenant's covenants or the conditions contained in this Lease
- 4.2 if part of the Premises is required for Works or if rights over part of the Premises are required in connection with Works the Landlord may by one month's notice to the Tenant determine this Lease so far as it relates to such part of the Premises or such rights without abatement of the Rent or with a proportionate abatement of the Rent if the area of such part exceeds 10% of the area of the Premises but without payment of compensation in either case and without prejudice to the Landlord's rights and remedies for any arrears of Rent or any breach of the Tenant's covenants or the conditions contained in this Lease
- 4.3 the Landlord does not warrant that the Premises may lawfully be used for any purpose authorised under this Lease
- 4.4 the operation of Section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted with the Premises are those (if any) expressly granted in this Lease
- 4.5 section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to notices required or authorised to be given under this Lease Provided that so long as the Premises form part of the Crown Estate any notice to be given to the Landlord shall be posted in a pre-paid letter addressed to the Commissioners at their office
- 4.6 It is not intended that any third party has the right to enforce a provision of this Lease under the Contracts (Rights of Third Parties) Act 1999

Certificate

It is certified that there is no agreement for lease to which this Lease gives effect

IN WITNESS of which this Lease has been executed as a deed the day and year first above written

SCHEDULE

Rent Review

- 1 In this Schedule:
 - 1.1 "the Open Market Rent" means the best yearly rent (without any fine or premium) which could reasonably be obtained for the Premises in the open market at the relevant Review Date on the assumption that the Premises are available to let [with the benefit of any lease licence acknowledgement payment or the like affecting the Premises or any part of them at the relevant Review Date but otherwise] with vacant possession for a term of 21 years commencing on the relevant Review Date on the terms contained in this Lease (save as to the amount of the Rent but including the provisions for rent review and on the assumption that the covenants and provisions of this Lease on the part of the Tenant have been fully observed and performed
 - 1.2 "the Review Date" means 1 May 2007 and each subsequent fifth anniversary of that date and the penultimate day of the Term
 - 1.3 "Restrictions" means restrictions imposed by any Authority which operate to impose any limitations in relation to the review of rent or the collection of any increase in rent
- 2 With effect from and including each Review Date the Rent shall be the amount payable immediately before that Review Date or (if greater) the Open Market Rent as agreed or determined under the provisions of this Schedule
- 3 The Open Market Rent as at the relevant Review Date may be agreed at any time between the Landlord and the Tenant but if they have not agreed it by the date three months before the relevant Review Date either of them may by notice to the other require it to be determined by the Valuation Office of the Inland Revenue under paragraph 4 of this Schedule
- 4 On determination of the Open Market Rent by the Valuation Office:
 - 4.1 the Valuation Office shall act as if it were an independent expert
 - 4.2 the Landlord and the Tenant shall have the opportunity to make representations to the Valuation Office

- 4.3 the Landlord and the Tenant shall take all steps reasonably necessary to enable the Valuation Office to determine the Open Market Rent with all reasonable despatch and shall use their best endeavours to procure that it shall be so determined
- 4.4 the determination of the Valuation Office shall be final and binding
- 4.5 the Landlord and Tenant shall each bear their own costs of the determination; and
- 4.6 the costs of the Valuation Office shall be shared equally between the Landlord and Tenant

5

- 5.1 If the Valuation Office ceases to exist or cannot complete the determination then the Landlord or Tenant may by notice to the other require the Open Market Rent to be determined by a chartered surveyor
 - 5.2 If the Landlord and the Tenant do not agree on the joint appointment of such surveyor the surveyor shall be nominated on the application of either the Landlord or the Tenant by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors
 - 5.3 On a determination of the Open Market Rent by a surveyor
 - 5.3.1 the surveyor shall act as an expert
 - 5.3.2 the surveyor shall give the Landlord and the Tenant the opportunity to make representations
 - 5.3.3 the Landlord and Tenant shall take all steps reasonably necessary to enable the surveyor to determine the Open Market Rent with all reasonable despatch and shall use their best endeavours to procure that the same shall be so determined
 - 5.3.4 the determination of the surveyor shall be final and binding
 - 5.3.5 the Landlord and the Tenant shall bear their own costs of the determination; and
 - 5.3.6 the costs of the surveyor shall be shared equally between the Landlord and the Tenant
- 6 Where the Rent payable with effect from a Review Date is not ascertained before that Review Date the Tenant shall

- 6.1 with effect from that Review Date pay an "Interim Rent" at the rate at which Rent was payable immediately before that Review Date; and
- 6.2 if the Rent when ascertained exceeds the Interim Rent then on or before the day ("the Due Date") which is 14 days after the ascertainment of the Rent pay to the Landlord an amount equal to the aggregate of the sums by which each instalment of the Rent would have exceeded each instalment of the Interim Rent had the Rent been ascertained by that Review Date together with interest in accordance with Clause 3.1.4 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 payment but at a rate 3% below the interest rate specified in Clause 3.1.4 and (where applicable) together also with interest at the interest rate specified in Clause 3.1.4 and in accordance with Clause 3.1.4 on and from the Due Date until actual receipt by the Landlord
- 7 Where Restrictions are in force at a Review Date the Landlord may (whether or not the Rent has been agreed or determined with effect from that Review Date) give notice to the Tenant within 28 days after that Review Date (in respect of which time is of the essence) postponing the rent review due on that Review Date until such later date (being not later than the next following Review Date or (if none) the end of the Term) as the Landlord subsequently by at least three months' notice specifies and in that event the Rent payable immediately before the Review Date shall (notwithstanding any review that may have taken place as at that Review Date) continue to be the Rent payable until increased at the postponed review or (as the case may be) at a subsequent Review Date
- 8 Time shall not be of the essence for the purposes of this Schedule unless otherwise expressly stated

**EXECUTED AS A DEED by WESTON
BAY YACHT CLUB LIMITED**
in the presence of:-

Director

x  x

Secretary

x  x