

DATED 31 January 2012

(1) Hillington Limited

and

(2) Syed Faisal Nassar Asad

COUNTERPART LEASE
relating to premises at
Shop 839 and Flat 837 Uxbridge Road Hayes Middlesex UB4 8HZ

BUDE NATHAN IWANIER
1/2 TEMPLE FORTUNE PARADE
BRIDGE LANE
LONDON NW11 0QN
TEL: 0208 458 5656
FAX: 0208 458 5065
REF: BD/NBD001-1826

LEASE/NBDd001-1826 (837-839 Uxbridge Road)

PRESCRIBED CLAUSES

LR1. Date of lease

31 January 2013

LR2. Title number(s)

LR2.1 Landlord's title number(s)

MX165347

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Hillington Limited (Co No 05878157) of 115 Craven Park Road London N15 6BL

Tenant

Syed Faisal Nassar Asad of 25 Keats Way West Drayton Middlesex UB7 9DS

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Premises" in the Particulars of this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at Clause 1.14 in the definition of "Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in Schedule I of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in Schedule II of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable

DATED

31 January

2012

THIS LEASE is made BETWEEN (1) the Landlord (2) the Tenant and (if applicable) the Surety (3) referred to in the following Particulars

PARTICULARS

The Landlord

Hillington Limited (Co No 05878157) of 115 Craven Park Road London N15 6BL

The Tenant

Syed Faisal Nassar Asad of 25 Keats Way West Drayton Middlesex UB7 9DS

The Building

825-851 (odd only) Uxbridge Road Hayes UB4 8HZ as the same is registered at the Land Registry under Title Number MX165347

The Premises

Shop 839 and Flat 837 Uxbridge Road Hayes Middlesex UB4 8HZ as the same is for the purpose of identification only shown edged red on the plan annexed hereto including all structures roofs foundations additions and improvements and all Landlord's fixtures and fittings

The Term

FIFTEEN years from and including 1st August 2012

**The Rent
Commencement Date**

1st October 2012

The Initial Rent

SEVENTEEN THOUSAND SEVEN HUNDRED POUNDS (£17,700) per annum (exclusive of VAT)

The Review Date

1 August 2017 and 1 August 2022

The Permitted Use

As a cafe in relation to the ground floor premises with residential use in respect of the upper floor flat

1. DEFINITIONS

1.1. The terms defined in this clause shall for all purposes of this lease have the meaning specified in this clause and the expressions in the first column of the Particulars shall have the meanings given to them in the second column of the Particulars and the Particulars form part of this Lease ____

1.2. “Development” has the meaning given by Section 55 of the Town and Country Planning Act 1990 ____

1.3. “the Exceptions” means the rights exceptions and reservations reserved by the Landlord set out in Schedule II ____

1.4. “the Insured Risks” means fire lightning explosion impact storm tempest flood bursting and overflowing of water tanks apparatus or pipes impact from aircraft and other aerial devices and any article dropped from them earthquake riot civil commotion strikes locked-out workers and malicious persons and such other risks as the Landlord may from time to time reasonably consider to be necessary but there is excluded from this definition any risk in respect of which insurance of the Premises may not from time to time ordinarily be arranged with an insurer of good repute ____

1.5. “Interest” means interest at the rate of 5% above the Lloyds TSB plc base rate or if that base rate ceases to exist such other comparable rate of interest as the Landlord may from time to time in writing specify ____

1.6. “the Landlord’s Covenants” means the covenants set out in Schedule V ____

1.7. “Pipes” includes pipes sewers drains conduits ditches watercourses culverts wires cables channels and all other conducting media ____

1.8. “the Planning Acts” means the Town and Country Planning Act 1990 and (where applicable) the Planning (Consequential Provisions) Act 1990 the

Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Environmental Protection Act 1990 the Environment Act 1995 and all statutes regulations and orders included by virtue of paragraph 2.6____

1.9. "the Rent" means:

1. from the Rent Commencement Date until the first (if applicable) Review Date the Initial Rent____
2. during the remainder of the Term such other rent as may become payable under the provisions of Schedule III or by virtue of Section 24A of the Landlord and Tenant Act 1954____

1.10. "the Rights" means the rights and easements granted by the Landlord for the benefit of the Premises set out in Schedule I____

1.11. "the Surety's Covenants" means the covenants set out in Schedule VI____

1.12. "the Surveyor" means any person or firm appointed by the Landlord (including an employee of the Landlord acting in a professional and impartial capacity) to perform the function of a surveyor for any purpose of this lease____

1.13. "the Tenant's Covenants" means the covenants set out in Schedule IV

1.14. "the Term" means the Term as defined in the Particulars and shall include the period of any holding-over or any extension or continuance whether by agreement or operation of law____

1.15. "Value Added Tax" means Value Added Tax as provided for in the Value Added Tax Act 1994 or under the Sixth Council Directive of the Council of the European Communities (77/388/EC) (or under any supplemental rule

regulation order or instrument) and any similar tax replacing or introduced in addition to it____

2. INTERPRETATION

2.1. The expression “the Landlord” “the Tenant” and “the Surety” shall wherever the context so admits include their respective successors in title____

2.2. In the case of an individual the expression “the Landlord” or “the Tenant” or “the Surety” shall include his personal representatives____

2.3. Where the Landlord the Tenant or the Surety for the time being are two or more individuals the terms the Landlord the Tenant and the Surety shall include the plural number and obligations expressed or implied to be made by or with such party shall be deemed to be made by or with such individuals jointly and severally____

2.4. Words importing one gender include all other genders

2.5. References to any right exercisable by the Landlord or any right exercisable by the Tenant in common with the Landlord shall be construed as including the exercise of such right by and in common with any person authorised by the Landlord and any other person who is or who becomes entitled to use it____

2.6. Any reference to a statute or statutory instrument or to a provision of a statute or statutory instrument shall include any statutory extension modification amendment re-enactment of it and any regulations or orders made under it save that any reference to the Town and Country Planning (Use Classes) Order 1987 means the 1987 order as in force at the date of this lease____

2.7. Any covenant by the Tenant not to do an act or thing shall include an obligation not to permit the act or thing to be done____

2.8. Any provision indicating that the Landlord's consent or approval is not to be unreasonably withheld will be construed as though it also provided that the consent or approval is not to be unreasonably delayed____

2.9. The paragraph headings shall not be taken into account in the construction or interpretation of this lease____

3. THE DEMISE

The Landlord demises to the Tenant the Premises TOGETHER WITH the Rights but EXCEPT AND RESERVING to the Landlord the Exceptions TO HOLD to the Tenant for the Term PAYING to the Landlord:

3.1. The Rent (without any deduction or set-off whatsoever) by equal monthly payments in advance on the first day of each calendar month (and proportionately for any period of less than a month) the first payment being a proportionate sum in respect of the period from and including the Rent Commencement Date and ending on the day before the next payment day after that date to be made on the date of this lease____

3.2. By way of further rent on demand (without any deduction or set-off whatsoever) any sums that the Landlord pays by way of insurance premiums (including any increased premiums payable by reason of the Tenant's act or omission) service charge repairs or otherwise____

3.3. By way of further rent (without any deduction or set-off whatsoever) all Value Added Tax payable on the rents reserved by this lease and made payable by virtue of paragraph 29 of Schedule IV____

4. COVENANTS

4.1. The Tenant covenants with the Landlord to observe the Tenant's Covenants____

4.2. The Landlord covenants with the Tenant to observe the Landlord's
Covenants

4.3. The Surety covenants with the Landlord to observe the Surety's
Covenants

5. PROVISOS

5.1. Whenever:

- (a) any rent reserved by this lease is outstanding for twenty one days after becoming payable (whether formally demanded or not); or
- (b) the Tenant is in breach of any of the Tenant's Covenants; or
- (c) the Tenant (or any of them) has any distress or other execution levied on its goods at the Premises including recovery under the Commercial Rent Arrears Recovery procedure; or
- (d) in respect of a company Tenant
 - (i) a petition for an administration order or winding-up order is presented or
 - (ii) an administration order or a winding-up order is made or
 - (iii) an administrative receiver manager or provisional Liquidator is appointed or
 - (iv) the Tenant commences to be wound-up voluntarily (except for the purposes of amalgamation or reconstruction) or
 - (v) a proposal is made for a voluntary arrangement or
- (e) in respect of an individual Tenant
 - (i) a bankruptcy petition is presented or
 - (ii) a bankruptcy order or an interim order is made or

(iii) he enters into a deed of arrangement or a proposal is made
for a voluntary arrangement____

then in any of those cases the Landlord may at any time (notwithstanding the
waiver of any previous right of re-entry) re-enter the Premises or any part in
the name of the whole whereupon the Term will end but without prejudice to
any rights which may by then have accrued in respect of any antecedent
breach of any of the covenants in this lease (including the breach under
which the re-entry is made)____

5.2. Nothing contained in or implied into this lease shall impose any restriction on
the use of any land not comprised in this lease or give the Tenant the benefit
of or the right to enforce or to prevent the release or modification of any
covenant agreement or condition entered into by any purchaser from or by
any lessee of the Landlord in respect of property not comprised in this lease
or to prevent or restrict in any way the carrying out of Development in
relation to any land not comprised in this lease____

5.3. Such of the division walls as divide the Premises from any other premises of
the Landlord shall be party walls within the meaning of Section 38 of the
Law of Property Act 1925____

5.4. Each of the Tenant's Covenants shall remain in full force both at law and in
equity notwithstanding that the Landlord shall have waived or released
temporarily any such covenant____

5.5. Nothing in this lease or in any consent granted by the Landlord under this
lease shall imply that the Premises may be used for any particular
purpose____

5.6. The Tenant acknowledges that this lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord____

5.7. Whilst the Landlord is a limited company or other corporation all licences consents approvals and notices shall be sufficiently given by the Landlord if signed by a director the secretary or other authorised officer of the Landlord____

5.8. If after the Tenant has vacated the Premises on the expiry or sooner determination of the Term any property of the Tenant remains at the Premises and the Tenant fails to remove it within fourteen days after a request in writing by the Landlord the Landlord may as the agent of the Tenant sell the property and hold the proceeds of sale (after deducting costs of removal storage and sale reasonably and properly incurred) to the order of the Tenant and the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property has been sold by the Landlord in the bona fide mistaken belief (which will be presumed) that the property belonged to the Tenant____

5.9. The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the service of all documents in connection with this lease____

5.10 If the Premises shall at any time during the Term be destroyed or so damaged by any of the Insured Risks so that the Premises or any part of them are unfit for use then (unless payment of the policy monies is refused wholly or in part through the fault of the Tenant its sub-tenants or anyone at the Premises

expressly or by implication with their authority) the following provisions of this clause will apply:-

- (a) The Rent or a fair proportion of it according to the nature and extent of the damage sustained (the amount of such proportion to be determined by the Surveyor) will not be payable until the Premises or the damaged portions are reinstated and made fit for use or (if earlier) until the money received by the Landlord in respect of loss of rent insurance is exhausted and any dispute regarding the period of rent abatement shall be determined by the Surveyor____
- (b) If the Landlord has used its reasonable endeavours to obtain all necessary consent and permits under any regulations or statutes for the time being in force to enable the Landlord to reconstruct or reinstate the Premises but has been unable to obtain those consents and permits or if the reconstruction or re-instatement is frustrated for any other reason so that the Premises cannot be reconstructed or re-instated within thirty-six months of the date of the destruction then the Landlord may determine this lease by serving at least six months written notice to that effect upon the Tenant and on the expiry of that notice the Term will end (but without prejudice to any antecedent claim by either party against the other)____
- (c) If this lease is properly determined under sub-clause (b) above by the Landlord all insurance money due under the insurance effected by the Landlord under paragraph 2 of Schedule V will belong to the Landlord____

SCHEDULE I

(the Rights)

- (a) The full right and liberty for the Tenant and their successors in title and assigns at all times and for all purposes during the term (in common with the Landlord and all those duly authorised by the Landlord) to pass and re-pass with or without vehicles in connection with the use and enjoyment of the Premises over and along the road or way to the rear of the Premises leading to Uxbridge Road
- (b) The right of support and protection for such parts of the Premises as require the same from the adjoining or adjacent premises of the Landlord capable of providing such support and protection
- (c) The right to uninterrupted passage and running of water soil electricity and other non-deleterious matter (in common with the Landlord and other Tenants of the Landlord and all other persons entitled thereto) through the pipes drains cables wires or other conducting media laid under the contiguous or adjacent land or premises of the Landlord

SCHEDULE II

(the Exceptions)

- 1. The right of support and protection by the Premises for such parts of any adjoining subjacent and superimposed premises of the Landlord or any extension thereof as require such support and protection____
- 2. The right at any time to build or alter add to extend or redevelop any adjoining or neighbouring premises notwithstanding any interference with the access of light or air to the demised premises and____
- 3. The free passage of water soil gas and electricity through the channels sewers drains watercourses pipes conduits and cables for the time being belonging to or running

through or under the demised premises or and land and premises over which the Tenant is hereby granted any access rights and the right to make connections with such channels sewers drains watercourses pipes and cables and any of them and to enter upon the Premises or such access ways as aforesaid at all reasonable times for the purposes of making connections with cleansing repairing and inspecting such channels sewers drains watercourses pipes conduits and cables making good any damage thereby occasioned to the Premises____

SCHEDULE III

(Rent Review)

1. DEFINITIONS AND INTERPRETATION

FOR the purpose of this lease:

- (1) “Review Date” means the Review Date as defined in the Particulars and the penultimate day of the Term____
- (2) “the Open Market Rent” means the best rent at which the Premises might reasonably be expected to be let either as a whole or in parts (whichever shall give the higher rent) at the relevant Review Date in the open market by a willing landlord to a willing tenant without a premium with vacant possession of the whole and subject to the provisions of this lease (other than the amount of the Rent but including the provisions for rent review) as varied from time to time for a term equal to the unexpired term of this lease or ten years (whichever shall be the longer) commencing on the relevant Review Date but:
 - (a) On the assumption that at the relevant Review Date:
 - (i) the Premises are fully fitted-out for immediate occupation and use and no work has been carried out to the Premises by the Tenant its sub-tenants or their predecessors in title during the

Term which has diminished the rental value of the Premises and that if the Premises have been destroyed or damaged they have been fully restored____

- (ii) no reduction is to be made to take account of any rental concession which on a new letting with vacant possession might be granted to the incoming tenant for a period within which its fitting out works would take place____
- (iii) the Tenant's Covenants and the Landlord's Covenants have been fully complied with____
- (iv) in relation to the ground floor, the Premises may be used for any use falling within Class A1, A2 or A3 of the Town and Country Planning (Use Classes) Order 1987 and in relation to the upper parts it may be used for residential purposes____
- (v) the Tenant is and its successors in title will be able to recover in full from H M Customs & Excise as input tax all Value Added Tax charged or chargeable on the rents payable under this lease____

(b) but disregarding:

- (i) all trade fixtures and fittings affixed to the Premises during the Term either by the Tenant its sub-tenants or their predecessors in title____
- (ii) any effect on rent of the fact that the Tenant its sub-tenants or their predecessors in title have been in occupation of the Premises____

- (iii) any goodwill attached to the Premises arising out of the business of the Tenant its sub-tenants or their predecessors in title in their respective businesses____
- (iv) any increase in the rental value of the Premises attributable to the existence at the relevant Review Date of any improvement to the Premises carried out (whether before or after the date of this lease) with consent of the Landlord (where required) and which was not carried out under an obligation to the Landlord____

(3) Any reference to the then President of the Royal Institution of Chartered Surveyors includes his duly appointed deputy or any person authorised by him to make appointments on his behalf____

2. THE RENT REVIEW

AT each Review Date the Rent will be reviewed in accordance with the provisions of this Schedule and from and after each Review Date the Rent will be the greater of the Rent payable (or which would be payable but for the provisions of clause 5.11(a) of this lease) immediately before the relevant Review Date and the Open Market Rent on the relevant Review Date____

3. FIXING THE REVIEWED RENT

THE Open Market Rent at any Review Date may be agreed in writing at any time between the Landlord and the Tenant or (in the absence of agreement) will be determined by an arbitrator (the Arbitrator) to be appointed either by agreement at any time between the parties or on the application of either party at any time after the relevant Review Date by the then President of the Royal Institution of Chartered Surveyors____

4. ARBITRATION

THE arbitration will be conducted in accordance with the Arbitration Act 1996___

5. MEMORANDA OF REVISED RENT

WHEN the revised Rent has been ascertained memoranda will be signed by or on behalf of the Landlord and the Tenant and annexed to this lease and its counterpart and the parties will bear their own costs in this respect___

6. PAYMENT ON ACCOUNT PENDING DETERMINATION

IF the revised Rent payable from any Review Date has not been ascertained by the relevant Review Date the Tenant must continue to pay rent at the rate equal to the Rent payable immediately before the relevant Review Date (such payments being on account of the Rent for the next ensuing rental period) until the revised Rent has been ascertained and for the purposes of this Schedule the Rent for the relevant period will be deemed to have been ascertained on the date when it is agreed in writing between the parties or as the case may be on the date of the Arbitrator's award___

7. PAYMENT ON DETERMINATION

AS soon as the revised Rent for the relevant period has been ascertained the Tenant must pay to the Landlord by way of rent the aggregate of the amounts by which the instalments of the Rent payable on account in accordance with paragraph 6 of this Schedule fall short of the amounts which would have been payable if the Rent for that period had been ascertained on or before the relevant Review Date together with Interest from the relevant Review Date until the date of actual payment to the Landlord___

8. STATUTORY RENT RESTRICTION

IF at any of the Review Dates any statute restricts the Landlord's right to review rent the Landlord may when such restriction is removed or modified on giving not less

than one month's notice in writing to the Tenant proceed to review the Rent in respect of any review where the Landlord's right was restricted and the date of service of the notice will be deemed for the purposes of this paragraph to be a Review Date (providing that nothing in this paragraph may be construed as varying any subsequent Review Dates) and the Landlord will be entitled to recover any resulting increase in Rent with effect from such date as may then be permitted by law____

9. SUBSTITUTION OF ARBITRATOR

IF the Arbitrator fails or refuses to accept his appointment or fails to make an assessment or if he relinquishes his appointment or dies or if he is unable or unwilling to complete his duties then the Landlord or the Tenant may apply to the then President of the Royal Institution of Chartered Surveyors for a substitute to be appointed in his place____

SCHEDULE IV

(The Tenant's Covenants)

1. RENT

TO pay the Rent and all other sums payable as rent under this lease on the days and in the manner specified without any deduction or set-off whatsoever____

2. OUTGOINGS

TO pay and indemnify the Landlord against all rates taxes assessments duties charges impositions and outgoings which may be charged assessed or imposed upon the Premises or any part and whether payable by the Landlord or the Tenant or by the owner or occupier____

3. REIMBURSE COST OF SHARED ITEMS

3.1 TO pay and contribute on demand as additional rent a fair and proper proportion attributable to the Premises (to be determined by the Landlord's

Surveyor acting fairly and impartially as an expert and not as an arbitrator or (where the matter is governed by any Superior Lease) by the Superior Landlord's Architect or Surveyor) of all costs and expenses of repairing rebuilding and renewing scouring cleansing and maintaining all mutual or party walls roofs foundations and fences and such roads paths ways gutters gutterings drains sewers conduits ducts pipes wires cables and other conducting media and all other things including survey costs and costs of compliance with the Control of Asbestos at Work Regulations 2002, the Carbon Reduction Commitment Order 2010 and the cost of providing an Energy Performance Certificate (whether or not similar to those specifically hereinbefore mentioned) as may jointly serve and benefit or be used jointly by the Premises the Building (if applicable) or the owners or occupiers thereof as well as any adjoining or neighbouring premises or the owners or occupiers thereof and whether belonging to or forming part of the Premises the Building (if applicable) or any other premises and together with reasonable provision for anticipated expenses and together with the reasonable and proper fees of the Landlord's managing agents for supervision and management of the Premises the Building (if applicable) and any adjoining or neighbouring premises and to keep the Landlord indemnified against such proportion of such costs and expenses and if any dispute shall arise between the Tenant and the owners and occupiers of any neighbouring premises relating to party walls watercourses channels drains sewers pipes cables wires gutters downspouts or other structures conveniences or appurtenances the Landlord's Surveyor may determine in writing such dispute on the part of the Tenant in such fair and

proper manner as he or they shall think fit and the Tenant shall abide by such determination____

3.2 TO pay by way of additional rent if demanded on the usual quarter days in each year such sum as the Landlord shall reasonably estimate to be the likely amount payable by the tenant under paragraph 3.1 of Schedule IV above for the quarter year then commencing (including such provision as the Landlord may reasonably think fit to make in respect of work proposed to be carried out within the twelve month period commencing on the quarter date which the estimate relates) such payments to be credited against the liability of the Tenant thereunder and any surplus being carried forward to the next following year.

4. INSURANCE

4.1. To pay to the Landlord on demand as rent the sums which the Landlord pays by way of premiums (and any increased premiums payable by reason of the Tenant's act or omission) for keeping the Premises insured in accordance with the Landlord's obligation contained in Clause 2 of Schedule V____

4.2. Not to do or omit to do anything whereby the insurance effected under Clause 2 of Schedule V may become void or voidable wholly or in part nor (unless the Tenant has previously notified the Landlord and has agreed to pay the increased premium) anything whereby additional insurance premiums may become payable____

4.3. Not to store or bring onto the Premises any article substance or liquid of a specially combustible inflammable or dangerous nature____

4.4. To comply with all requirements and recommendations of the fire authority and the Landlord's insurers____

4.5. In the event of the Premises or any part thereof or any nearby premises being destroyed or damaged by fire or any other Insured Risk during the Term and the insurance moneys under any policy of insurance effected thereon being by reason of any act or omission of the Tenant or those deriving title under the Tenant or their invitees wholly or partially irrecoverable forthwith in every such case to pay to the Landlord the full cost of rebuilding and reinstating or making good as the case may be the premises so destroyed or damaged the Tenant being allowed the amount (if any) actually received by the Landlord in respect of such destruction or damage under any such insurance as aforesaid____

4.6. If at any time the Tenant is entitled to the benefit of any insurance on the Premises then to apply all money received under that insurance in making good the loss in respect of which it is received____

4.7. To reimburse the Landlord on demand the proper and reasonable cost of valuations of the Premises for insurance purposes which the Landlord requires to be made from time to time (but not more frequently than once in every three year)____

5. SUPPLY OF SERVICES

TO pay to the supplier and to indemnify the Landlord against all charges for electricity and gas (including meter and equipment rents) telephone and all other services used at the Premises____

6. REPAIRS

6.1. To repair the Premises and to keep them in good and substantial repair except where damage is caused by any of the Insured Risks unless (through the fault of the Tenant its sub-tenants or anyone at the Premises expressly or by

implication with their authority) the Landlord's insurance policy has been vitiated or the payment of the policy money is refused in either case wholly or in part____

6.2. To replace the Landlord's fixtures in the Premises which become beyond repair____

7. DECORATION AND CLEANING

7.1. In every fifth year of the Term and in the last year of the Term to redecorate the interior of the Premises and in every third year of the Term and in the last year of the Term to redecorate the exterior of the Premises in all cases in a good and workmanlike manner with good quality paint and materials and to the reasonable satisfaction of the Landlord____

7.2. To obtain the Landlord's approval (such approval not to be unreasonably withheld) to any change in colour pattern or design on any interior or exterior redecoration____

7.3. To clean both sides of all windows and window frames in the Premises at least once in every month____

8. ALTERATIONS OR ADDITIONS

8.1. Not to commit any waste at the Premises unless it is permitted under this clause____

8.2. Not to make any additions to the Premises nor to unite the Premises with any adjoining premises nor to make any alterations to the Premises unless permitted by and subject to the terms of the following provisions of this clause____

8.3. Not to make any internal non-structural alterations to the Premises unless:

- (a) all necessary consents from any competent authority have been obtained____
- (b) the Landlord has been supplied with drawings and where appropriate a specification in duplicate prepared by an architect who must supervise the work throughout____
- (c) the reasonable fees of the Landlord any superior landlord any mortgagee and their respective professional advisors have been paid____
- (d) the Tenant has entered into such covenants as the Landlord may require as to the execution and reinstatement of the alterations____
- (e) the Landlord's prior written consent has been obtained (such consent not to be unreasonably withheld)____

8.4. Not to make any alteration or addition to the electrical installation at the Premises without the prior written approval of the Landlord (such approval not to be unreasonably withheld) nor to connect any apparatus to it which might endanger or overload the said installation or any part of it____

9. STATUTORY OBLIGATIONS

TO comply in all respects with the requirements of any statutes (existing or to be passed) and any other obligations imposed by law or by any bylaws applicable to the Premises or in regard to the carrying on of the Tenant's trade or business at the Premises whether or not those obligations or requirements are imposed on the Landlord or the Tenant____

10. ACCESS OF LANDLORD AND NOTICE TO REPAIR

10.1. To permit the Landlord and all persons authorised by the Landlord but (except in case of emergency) only at reasonable times during normal business hours

after giving reasonable prior notice to the Tenant to enter the Premises for the purpose of:

- (a) Taking schedules or inventories of wants of repair and of fixtures and fittings and plant and machinery or for surveying purposes in compliance with the Control of Asbestos at Work Regulations 2002____
- (b) Ascertaining that the covenants contained in this lease have been observed____
- (c) Giving to the Tenant or leaving at the Premises a notice in writing specifying any repairs cleaning maintenance and painting that the Tenant has failed to carry out and to require the Tenant immediately to carry it or them out____
- (d) Executing works on any adjoining premises and to carry out repairs or decorations or other work which the Landlord may or must carry out the Premises under the provisions of this lease____
- (e) Exercising any of the rights referred to in the Exceptions____

10.2. Immediately to repair cleanse maintain amend and paint the Premises as required by any notice served under clause 10.1.(c)____

10.3. If the Tenant does not within one month after service of a notice under clause 10.1.(c) (or immediately in case of emergency) commence and continue with the works specified in the notice or if the Tenant fails to complete the work within three months then (without prejudice to the Landlord's right of re-entry) to permit the Landlord and all persons authorised by it to enter the Premises to execute the works and to pay to the Landlord on demand the cost and expenses of executing the works (including legal costs and surveyor(s

fees) within fourteen days of a written demand together with Interest from the date of expenditure by the Landlord to the date of actual payment____

11. DEALING

11.1. Not to assign charge underlet or part with possession of part only of the Premises PROVIDED THAT the Tenant may underlet the residential accommodation above on an Assured Shorthold Tenancy basis for a maximum term of twelve months PROVIDED THAT the Tenant shall provide the Landlord full details and a copy of such Assured Shorthold Tenancy Agreement within twenty eight days of it being granted____

11.2. Not to part with possession of the whole of the Premises or permit another to occupy or share occupation of the Premises or any part (except by way of a permitted assignment or underlease of the whole) provided that the Tenant may share occupation of the Premises with any company which is throughout the period of such sharing a member of the same group of companies as the Tenant (within the meaning of s.42 of the Landlord and Tenant Act 1954) but without permitting any relationship of landlord and tenant to be created by such sharing____

11.3. Not to assign or charge the whole of the Premises without first:

- (a) obtaining the written consent of the Landlord (such consent not to be unreasonably withheld); and
- (b) in relation to an assignment satisfying the circumstances specified for the purposes of s.19(1A) of the Landlord and Tenant Act 1927 and set out in paragraph 11.4; and

- (c) in relation to an assignment complying with the conditions specified for the purposes of s.19(1A) of the Landlord and Tenant Act 1927 and set out in paragraph 11.5____

11.4. The circumstances referred to in paragraph 11.3 (b) are that:

- (a) at the date of the application for the licence to assign all sums due from the Tenant under this lease have been paid and there are no other material outstanding breaches of any of the Tenant's Covenants; and
- (b) in the Landlord's reasonable opinion, the assignee is a person who is no less likely than the Tenant to be able to comply with the Tenant's Covenants when assessed at the date of grant or (where the Tenant is not the original Tenant named in the Lease) the date of the assignment of this Lease to that Tenant; and
- (c) if the assignee is a limited company it is incorporated in England and Wales having at the date of the application for licence to assign (as evidenced by a set of properly audited accounts the latest set of which was published not earlier than eleven months before that date) either:
 - (i) annual profits before tax (after consolidation (whether real or notional) with the annual profits before tax of any subsidiary within the meaning of s.736 of the Companies Act 1985) in each of the three complete trading years preceding the publication of the accounts;
 - or
 - (ii) net assets (after consolidation (whether real or notional) with the net assets of any such subsidiary)

which exceed an amount representing the yearly rent (multiplied by three) payable under this lease at the date of the application____

11.5. The conditions referred to in 11.3(c) are that:

- (a) upon or before any assignment and before giving occupation to the assignee the Tenant covenants in relation to the performance of the Tenant's Covenants by the assignee and by way of indemnity and guarantee with the Landlord in the form of an authorised guarantee agreement (within the meaning of section 16 of the Landlord and Tenant (Covenants) Act 1995) in such form as the Landlord may consider necessary and
- (b) if so required by the Landlord, upon or before any assignment, and before taking occupation, the assignee obtains guarantors reasonably acceptable to the Landlord who covenant by way of indemnity and guarantee (and if more than one jointly and severally) with the Landlord in the terms set out in Schedule VI____

11.6. Not to underlet the whole of the Premises without first obtaining the written consent of the Landlord (such consent not to be unreasonably withheld) and upon any such underletting:

- (a) to obtain a direct covenant by the undertenant with the Landlord to observe the Tenant's Covenants; and
- (b) if the Landlord so requires to obtain two reasonably acceptable guarantors who will covenant by way of indemnity and guarantee (and if more than one jointly and severally) with the Landlord in the terms set out in Schedule VI____

11.7. To include in or to ensure that there is included in every permitted underlease:

- (a) similar covenants against assignment underletting charging and parting with possession of the Premises and allowing others to occupy the Premises and provisions for assignees of the underlease to enter into direct covenants with the Landlord but any permitted subletting by the Tenant must contain an absolute prohibition against any further subletting whether of the whole or of part of the Premises
- (b) provisions for review of the rent reserved by the underlease corresponding both as to terms and dates with the provisions for reviewing the rent contained in this lease
- (c) covenants by the underlessee to prohibit the underlessee from doing or allowing any act or thing in relation to the Premises which will contravene any of the Tenant's obligations in this lease
- (d) a condition for re-entry on breach of any covenant on the part of the underlessee____
- (e) to ensure that such underlease is contracted out of the Security of Tenure Provisions of the Landlord and Tenant Act 1954 (as amended)

11.8. In relation to every permitted underlease:

- (a) not to underlet the Premises at a rent below the then full market rent or the then passing rent (whichever is the greater), and not to underlet in consideration of the payment of any fine or premium
- (b) to ensure that the rent under the underletting is reviewed in accordance with the terms of the review provisions contained in it and not to agree a reviewed rent without the prior written approval of the Landlord (such approval not to be unreasonably withheld)

- (c) not to vary the terms of or accept any surrender of any underlease (or agree so to do) without the Landlord's prior written consent (such consent not to be unreasonably withheld)
- (d) to enforce the observance by every underlessee of the provisions of the underlease and not at any time to waive any breach of an underlease covenant____

12. REGISTRATION OF DOCUMENTS

WITHIN twenty-eight days of an assignment charge underlease or any transmission or other devolution relating to the Premises to produce for registration with the Landlord's Solicitor a certified copy of any relevant document and to pay the Landlord's Solicitor's reasonable charges for the registration of every such document of at least forty-five Pounds (£45.00)____

13. USER

13.1. Not to use the Premises other than for the Permitted Use or any other retail use falling within Use Class A1, A2 or A3 of the Town and Country Planning (Use Classes) Order 1987 with the Landlords prior written consent (such consent not to be unreasonably withheld)____

13.2. Not to do (or allow to remain on the Premises) anything which may be or become a nuisance annoyance disturbance inconvenience injury or damage to the Landlord or the occupiers of adjacent or neighbouring premises____

13.3. Not to use the Premises for any dangerous noisy or offensive trade or business nor for any illegal or immoral purposes____

13.4. Not to discharge into any Pipes serving the Premises or any other property any matter or substance which might be or become a source of danger pollution or

injury to any land or person or which might obstruct the drainage system of the Premises or any such other property____

13.5. Not to permit any person to sleep on or reside in any part of the Premises____

13.6. Not to overload any part of the Premises____

14. REFUSE AND STORAGE

NOT to deposit any rubbish or refuse outside the Premises and to ensure that all rubbish and refuse shall be regularly removed from the Premises and that all goods and materials delivered to the Premises shall be stored within the Premises____

15. SIGNS AND ADVERTISEMENTS

NOT without the prior written consent of the Landlord (such consent not to be unreasonably withheld) to display on any part of the Premises any advertisement or advertisement board or sign other than reasonable notices advertising the business being carried on in the Premises____

16. LANDLORD'S COSTS

TO pay all reasonable costs and other expenses incurred by the Landlord in relation to:

- (a) The preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred by or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding that the forfeiture is avoided otherwise than by relief granted by the court____
- (b) The preparation and service of all notices and schedules relating to disrepair at the Premises or any other breach of the Tenant Covenants and whether served during or within six months after the end of the Term____
- (c) Remedying any breach of covenant by or recovering arrears of Rent or sums recoverable as rent from the Tenant____

17. PLANNING ACTS

17.1. To comply in all respects with the provisions of the Planning Acts as they affect the Premises____

17.2. Not to make any application for planning permission or serve any notice under the Planning Acts without first producing a copy of the application or notice to the Landlord and obtaining the prior written consent of the Landlord to it (such consent not to be unreasonably withheld)____

17.3. To obtain at its own expense all planning permissions and serve all notices as may be required by law for the carrying out of any operations on the Premises or any use of the Premises____

17.4. Subject only to any statutory direction to the contrary to pay any charge or levy that may be imposed under the Planning Acts in respect of the carrying out of maintenance or any operations on the premises or the commencement or continuance of any use of the Premises____

17.5. Notwithstanding any consent which the Landlord has given under this lease not to carry out any operations on the Premises or make any change in the use of the Premises until:

- (a) all necessary notices under the Planning Acts have been served and copies produced to the Landlord and
- (b) all necessary consents under the Planning Acts have been obtained and copies produced to the Landlord and
- (c) the Landlord has acknowledged in writing that every necessary planning consent is satisfactory to it (such acknowledgement not to be unreasonably withheld) although the Landlord is entitled to refuse to express its satisfaction with any planning consent on the grounds that

the conditions contained in it or anything omitted from it or the period of it would in the opinion of the Surveyor be likely to be prejudicial to the interest of the Landlord in the Premises or any adjoining premises____

17.6. Unless the Landlord otherwise directs to complete before the expiration of the Term:

- (a) Any works stipulated to be carried out to the Premises by a date subsequent to the expiration of the Term as a condition of any planning permission in respect of Development begun before the expiration and
- (b) Any Development begun at the Premises____

18. PLANS DOCUMENTS AND INFORMATION

TO produce at its own expense to the Landlord all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this lease have been complied with and on making application for any consent or approval under this lease to give to the Landlord such information relating to it as the Landlord may reasonably require____

19. LICENCE FEES

TO pay all reasonable costs and other expenses incurred by the Landlord in relation to every application made by the Tenant for a consent or licence under this lease whether it is granted refused withdrawn or offered subject to qualifications or conditions____

20. INDEMNITIES

TO be responsible for and to indemnify the Landlord against all damage occasioned to the Premises or any adjacent or neighbouring premise or to any person and to indemnify the Landlord against all actions claims proceedings cost expenses and demands made against the Landlord as a result of:

(a) Any act omission or negligence of the Tenant or the sub-tenants servants agents licensees of invitees of the Tenant and

(b) Any breach by the Tenant of the Tenant's Covenants____

21. RE-LETTING BOARDS

TO permit the Landlord at any time during the last six months of the Term (or sooner if the Rent or any part of it is in arrears for upwards of one calendar month) to enter onto the Premises and fix and retain without interference a notice for re-letting the Premises and during that period to permit persons with the written authority of the Landlord or its agent at reasonable times of the day to view the Premises without interruption____

22. RIGHTS OF LIGHT AND ENCROACHMENTS

22.1. Not to stop up darken or obstruct any windows or lights belonging to the Premises____

22.2. To notify the Landlord immediately of any encroachment or new easement being made acquired or attempted onto or over the Premises and to take all reasonable steps to prevent the encroachment or acquisition of the new easement____

23. YIELD UP

23.1 TO yield up the Premises at the end of the Term in good and substantial repair and condition in accordance with the Tenant's Covenants and to dismantle and remove from the Premises all the Tenant's fixtures and chattels and any alterations carried out by the Tenant to the Premises and to remove all non-structural or demountable partitioning installed by the Tenant and to make good any damage caused thereby to the reasonable satisfaction of the Landlord (in default of which the Landlord shall be entitled at the end of the Term to

immediately dispose of the same without any liability whatsoever to the Tenant)____

23.2 IF the Tenant has not complied with the obligations of the Tenant in this Lease to pay to the Landlord on demand the sum certified by the Surveyor as representing in his reasonable opinion the cost (including fees and other expenses) of putting the Premises into the state of repair and condition in which they should have been had the terms of this Lease been complied with together with the rents that would have been payable under this Lease if the Term had been extended to the date by which the works required as a result of the breach could reasonably have been expected to be completed____

24. INTEREST ON ARREARS

WITHOUT prejudice to any other right or remedy contained in this lease if the Tenant fails to pay the Rent or any other sum payable under this lease within fourteen days of the due date the Tenant will pay to the Landlord Interest on the Rent or other sum from the date when it was due to the date on which it is actually paid (both before and after any judgement)____

25. SALE OF REVERSION

TO permit at reasonable times and upon reasonable notice prospective purchasers of or agents instructed in connection with the sale of any interest superior to the Term to view the Premises without interruption provided those persons are authorised in writing by the Landlord or its agents____

26. NOTICES

TO produce immediately to the Landlord a copy of any notice direction permission order or proposal issued to the Tenant or served at the Premises by any local public or other competent authority and if so required by the Landlord to produce the original to

the Landlord and without delay to take all necessary steps to comply with any such notice direction or order and at the request of the Landlord to make or join with the Landlord in making any objections or representations against or in respect of any proposals for such a notice direction or order as the Landlord reasonably requires____

27. NOTICE OF DAMAGE

TO notify the Landlord immediately of any damage to or destruction of the Premises or any part caused by any of the Insured Risks and to take all immediate steps necessary to minimise such damage or destruction____

28. NEW SURETY

WITHIN fourteen days of the death during the Term of any person who is or becomes a surety under this lease or of his becoming bankrupt or having a receiving order under the Mental Health Act 1983 made against him or in the case of a company it commences to be wound up or enters into administration or has a receiver or administrative receiver appointed to give notice of this to the Landlord and if so required within twenty eight days to procure some other person acceptable to the Landlord (such acceptance not to be unreasonably withheld) to execute a guarantee in respect of the Tenant's obligations contained in this lease in the form set out in Schedule VI____

29. VAT

29.1. To pay by way of rent in addition to the rents and other sums reserved or made payable by this lease to the Landlord Value Added Tax at the standard or other appropriate rate if applicable in respect of all supplies made or deemed to be made by the Landlord to the Tenant under this lease or in respect of the Premises whether the supply is taxable because of an election made by the Landlord or for any other reason____

29.2. If the Tenant agrees in this lease to indemnify the Landlord in respect of any payments the Landlord may make, the Tenant will in addition indemnify the Landlord against any Value Added Tax paid by the Landlord in respect of that payment (unless the Value Added Tax is recoverable by the Landlord)____

30. TITLE

To observe and perform the covenants and restrictions set out in the Landlord's superior title so far as they relate to the Premises and are still subsisting and enforceable and fully indemnify the Landlord against the consequences of any breach or alleged breach of them

SCHEDULE V

(The Landlord's Covenants)

1. QUIET ENJOYMENT

TO permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord____

2. INSURANCE

2.1 To insure subject to all excesses or limitations as the Landlord's insurers shall require:

- (a) The Premises against loss or damage by the Insured Risks to the full cost of reinstatement together with an appropriate addition for site clearance costs and professional fees____
- (b) Against three years loss of rent under this lease (having regard to any review of rent which may become due)____

and to produce to the Tenant at the cost of the Tenant on demand evidence from the insurers of the terms of the policy or policies and the fact that the last premiums have been paid____

3. REINSTATEMENT

IF the Premises or any part are destroyed or damaged by any of the Insured Risks then (unless payment of the policy monies is refused wholly or in part through the fault of the Tenant its sub-tenant or anyone at the Premises expressly or by implication with their authority) the Landlord will use its reasonable endeavours to obtain any necessary permits and consents under any regulations or statutes for the time being in force to enable the Landlord to rebuild and reinstate the Premises and will as soon as the permits and consents have been obtained (or immediately if none are required) lay out all money received in respect of the insurance (except sums in respect of loss of rent) in rebuilding or reinstating the Premises____

SCHEDULE VI .

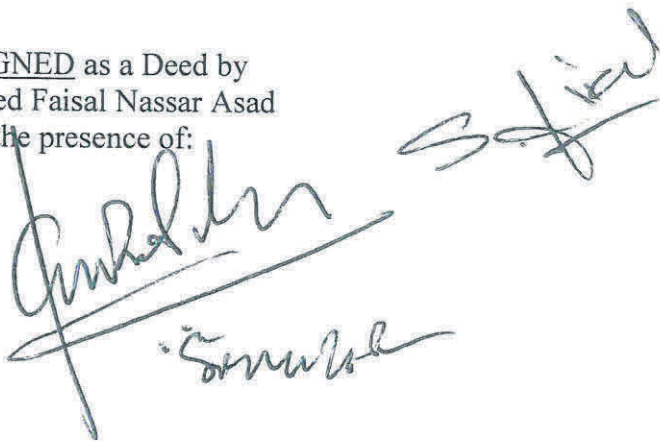
(Surety Covenants)

1. IF at any time during the Term the Tenant makes any default in payment of rent or in observing any of the covenants in this lease the Surety will pay the rent and observe the covenants in respect of which the Tenant is in default notwithstanding:

- (a) Anytime or indulgence granted by the Landlord to the Tenant____
- (b) That the Landlord refuses to accept rent tendered by the Tenant at the time when the Landlord would or would shortly be entitled to re-enter the Premises under clause 5.1 of this lease____
- (c) That the terms of this lease are varied____
- (d) Any other act or thing whereby but for this provision the Surety would have been released____

2. IF at any time during the Term the Tenant (being an individual) becomes bankrupt or (being a company) enters into liquidation and the trustee in bankruptcy or Liquidator (as the case may be) disclaims this lease the Surety will if requested by the Landlord by notice in writing given within three months of the disclaimer take from the Landlord a lease of the Premises for a term commencing on the date of the disclaimer for the residue then unexpired of the term granted by this lease at the Rent payable at disclaimer and subject to the same covenants and conditions as in this lease____
3. TO pay the costs of the new lease granted to the Surety and to execute and deliver to the Landlord a counterpart of it____

SIGNED as a Deed by
Syed Faisal Nassar Asad
in the presence of:



K.W.E. De Silva LLB Hons. Lond
Commissioner for Oaths
281 The Broadway, Southall, UB1 1N.,
Tel: 0208 571 2299