

DATED THIS 13 DAY OF November 2020

(1) PRAFULCHANDRA MAGANLAL NANDHA

(2) ANHLAN NGUYEN

LEASE OF

49 ALFRETON ROAD

NOTTINGHAM

NG7 3AE

Robert Barber Solicitors
35a Watnall Road
Hucknall
Nottingham
NG15 7LD

TEL: 0115 9552299
FAX: 0115 8789705

PARTICULARS

Part A

LAND REGISTRY PRESCRIBED CLAUSES

LR1 DATE OF LEASE : 13 November 2020

LR2 TITLE NO.
LR2.1 Landlord's Title No. : NT174965
LR2.2 Other title No. : None

LR3
PARTIES TO THIS LEASE

Landlord : PRAFULCHANDRA MAGANLAL NANDHA of 165/167
Radford Road, Hyson Green, Nottingham NG7 5EH.

Tenant : ANHLAN NGUYEN of 30 Norfolk Road Long Eaton
NG10 2BB

Surety : Not applicable

LR4
PROPERTY : Ground floor shop premises at 49 Alfreton Road
Nottingham as more particularly described in part 1 of
Schedule 1.

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.

LR 5
PRESCRIBED STATEMENTS ETC

LR 5.1
Statements prescribed under Rules : None
179 (dispositions in favour of a charity)
180 (dispositions by a charity) or 196
(leases under the Leasehold Reform,
Housing and Urban Development Act
1993) of the Land Registration Rules
2003

LR5.2
This Lease is made under, or by : Not applicable
reference to, provisions of

LR6

Term for which the property is leased

The "Term" is as follows : From and including 13 November 2020
To and including 11 November 2027

LR7
Premium : Nil

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 the land other than the property : None

LR11
EASEMENTS

LR11.1
Easements granted by this Lease for the benefit of the Property : See clause 2 and Part 2 of Schedule 1

LR11.2
Easements granted or reserved by this Lease over the Property for the benefit of other property : See clause 2 and Part 2 of Schedule 1

LR12
Estate rent charge burdening the Property : None

LR13
Application for standard form of restriction : None

LR14

Declaration of Trust where there is : Not applicable
more than one person comprising the
Tenant

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.

Part B

Particulars additional to Land Registry Prescribed Clauses

PREMISES : Ground floor shop premises at 49 Alfreton Road
Nottingham as more particularly described in part 1 of
Schedule 1

TERM COMMENCEMENT DATE : 13 November 2020

INITIAL RENT : Thirteen Thousand Two Hundred Pounds (£13,200.00)
per annum for the first 30 months of the Term

RENT COMMENCEMENT DATE : 2020

RENT REVIEW : The Rent is to increase by 10% on 13 March
2023 and on 13 September 2025.

DEPOSIT : The sum of One Thousand one hundred pounds
(£1,100.00)

ADVANCE RENT : The sum of two thousand two hundred pounds
(£2,200.00)

PERMITTED USE : A nailbar or such other use within Class A1 of the
schedule to the Town and Country Planning (Use
Classes) Order 1987 as amended as the Landlord from
time to time approves (but not use as a café food
takeaway restaurant jewellers pawnbrokers beauticians
hairdressers or butchers shop)

PRESCRIBED RATE : 4% per annum above the Base Rate

THIS LEASE made on the date stated in the Particulars BETWEEN the Parties specified in the Particulars WITNESSES in consideration of the rents and covenants hereinafter reserved and contained as follows:

DEFINITIONS AND INTERPRETATION

1.1 In this lease unless the context otherwise requires the terms defined in this clause and in the Particulars shall have the meanings specified:

"Assignee"	any intended assignee of the Premises
"Associated Company"	any company being in relation to the Tenant a member of the same "group" as defined in section 42(1) of the Landlord and Tenant Act 1954
"Base Rate"	the base rate of Lloyds Bank plc or such other London Clearing Bank as the Landlord may from time to time nominate
"Building"	the Landlord's building (of which the Premises form part) known as 49 and 51 Alfreton Road Nottingham
"Insured Risks"	(subject to such exclusions and limitations as are imposed by the insurers) the risks of fire aircraft explosion riot civil commotion malicious damage earthquake storm tempest flood e escape of water from tanks apparatus or pipes and third party impact and any other risk required to be insured by the Landlord
"Landlord"	the party named as "Landlord" in the Particulars and includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term and shall also be deemed to include any superior landlord wherever the context so admits
"Particulars"	the descriptions and terms appearing on the preceding page headed "Particulars" which comprise part of this lease
"Planning Acts"	"the Consolidating Acts" as defined in the Planning (Consequential Provisions) Act 1990 and any other legislation relating to town and country planning in force from time to time
"Plan"	the plan attached to this lease
"Premises"	the floor and ceiling finishes, but not any other part, of the floor slabs and ceiling slabs that bound the Premises; the inner half severed medially of the internal non-loadbearing walls that divide

the Premises from any other premises; the interior plaster and decorative finishes of all walls bounding the Premises; the whole of the shop front; the doors and windows and door and window frames at the Premises; all additions and improvements to the Premises; all the Landlord's fixtures and fittings and fixtures of every kind that are from time to time in or on the Premises, whether originally fixed or fastened to or on the Premises or otherwise, except any fixtures installed by the Tenant that can be removed from the Premises without defacing them; and the Conduits exclusively serving the Premises but excludes the roof and the roof space, the foundations, all external, structural or loadbearing walls, columns, beams and supports, and any of the Conduits that do not exclusively serve the Premises. Unless the contrary is expressly stated "the Premises" includes any part or parts of the Premises

"Prescribed Rate"	4% a year above the Base Rate
"Rent"	the Initial Rent stated in the particulars or the Revised Rent as the case may be
"Review Date"	the rent review dates stated in the Particulars
"Tenant"	the party named as "Tenant" in the Particulars and includes the Tenant's successors in title and assigns and in the case of an individual his personal representatives
"Term"	the term of years stated in the Particulars
"VAT"	value added tax and any other tax of a similar nature
"1995 Act"	the Landlord and Tenant (Covenants) Act 1995
"2002 Act"	the Land Registration Act 2002
"2003 Rules"	the Land Registration Rules 2003 or any statutory modification or replacement thereof

- 1.2 Where two or more persons are included in the expression "the Tenant" or (where relevant) "the Surety" covenants which are expressed to be made by the Tenant or the Surety shall be deemed to be made by such persons jointly and severally

- 1.3 The expression "conducting media" shall where the context so requires mean all or any sewers drains conduits gutters channels watercourses pipes cables wires ducts and mains and apparatus associated therewith and all equipment and fittings ancillary thereto
- 1.4 Words importing persons shall include firms companies and corporations and vice versa
- 1.5 Any covenant by the Tenant not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done
- 1.6 Reference to any right of the Landlord to have access to or entry upon the Premises shall be construed as extending to all persons authorised by the Landlord including agents professional advisers contractors workmen and others
- 1.7 Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force and all instruments orders notices regulations directions bye-laws permissions and plans for the time being made issued or given thereunder or deriving validity therefrom
- 1.8 The title headings appearing in this lease are for reference only and shall not affect its construction
- 1.9 Any reference to a clause or schedule shall mean a clause or schedule of this lease

2. DEMISE

The Landlord HEREBY DEMISES to the Tenant the Premises TOGETHER with the rights specified in Part 2 of Schedule 1 EXCEPTING AND RESERVING to the Landlord and its successors in title and assigns and other the owners and occupiers of the remainder of the Building and of the adjoining or neighbouring property the rights specified in part 3 of schedule 1 TO HOLD the same unto the Tenant subject to and with the benefit of the matters contained mentioned or referred to in documents specified in Schedule 3 for the Term YIELDING AND PAYING therefore together with any VAT lawfully payable thereon from time to time:

- 2.1 the Rent payable without deduction by equal monthly payments in advance on the first day of each month the first such payment being a proportionate sum in respect of the period beginning on the Rent Commencement Date and ending on the last day of that month to be paid on the Rent Commencement Date;
- 2.2 by way of further rent throughout the Term on demand a sum equal to every sum which the Landlord shall from time to time pay by way of premium (including any increased or additional premium payable by reason of any act or omission of the Tenant or any of the Tenant's employees or agents or persons deriving title under the Tenant or by reason of the user of the Premises) for keeping the Premises fees rent and property owner's liability risks of the Landlord insured in accordance with the covenant in that behalf hereinafter contained;
- 2.3 the Deposit; and

2.4 the Advance Rent

3. TENANT'S COVENANTS

The Tenant HEREBY COVENANTS with the Landlord as follows:

3.1 Payment of rent

To pay the reserved rents at the times and in the manner aforesaid without deduction or set off and to pay the rent by standing order to a bank account in the United Kingdom nominated by the Landlord if required in writing by the Landlord to do so.

3.2 Payment of outgoings

To defray (or in the absence of direct assessment on the Premises to pay to the Landlord on demand a fair proportion (to be properly determined by the surveyor for the time being of the Landlord whose decision shall be binding upon the Tenant) of) all existing and future rates taxes duties assessments charges and impositions levies and outgoings whatsoever whether parliamentary local or otherwise now or hereafter payable by law in respect of the Premises or any part thereof by the owner landlord tenant or occupier thereof other than:

3.2.1 any tax in respect of rents and other payments under this lease (other than VAT or other tax thereon intended by statute to be payable by the Tenant)

3.2.2 any tax or levy in respect of the grant of and arising solely by reason of this lease (and not by reason of the combined effect of the grant of this lease and of some other act or omission on the part of the Tenant) and

3.2.3 any tax in respect of any dealing with the reversion expectant on the Term not arising by reason of some act or omission on the part of the Tenant

3.3 To pay VAT

All payments to be made pursuant to this deed shall (save where otherwise specifically provided) be taken to be exclusive of VAT (or any other tax of similar nature that may be substituted for it or levied in addition to it) properly chargeable in respect of the supply or supplies giving rise to such payment and in addition any monies due from the Tenant under the terms and provisions of this deed the Tenant shall pay at the respective times when such monies are due such VAT (or other tax aforesaid) at the rate for the time being in force as shall be lawfully chargeable in respect of any such monies

3.4 Interest on overdue payments

If and so often as any rent (whether formally demanded or not) or any other money due from the Tenant under the provisions of this lease shall be unpaid fourteen days after the due date on

demand by the Landlord to pay interest on such unpaid rent and other unpaid monies (other than on interest payable under this clause) from the due date until payment (whether before or after judgment) at the Prescribed Rate

3.5 Repairs etcetera

Throughout the Term well and substantially to repair and keep in good and substantial repair and condition the interior of Premises including all appurtenances thereto belonging the doors windows and shop front (including any blinds canopies shutters and signs) and equipment for refrigeration heating air conditioning and ventilation and the sanitary water heating cooling and ventilating apparatus and the conducting media forming part of the Premises and to renew and replace from time to time all landlord's fixtures and fittings being part of the Premises which may become beyond repair

3.6 Redecoration

In a proper and workmanlike manner with good quality materials and to the satisfaction in all respects of the Landlord to prepare and paint (with two coats) grain varnish creosote stop whiten colour or otherwise treat all such parts of the interior and exterior of the Premises as have been previously or are usually so dealt with in every third and the last year of the Term (howsoever determined) and after such painting in manner aforesaid and to the like satisfaction re-paper re-cover or re-line the parts usually papered covered or lined with suitable good quality paper vinyl covering or fabric or other covering PROVIDED ALWAYS that this shall be carried out in colours tints and patterns first approved in writing by the Landlord such approval not to be unreasonably withheld or delayed

3.7 Common works

To pay on demand a fair and proper proportion (to be determined by the surveyor for the time being of the Landlord whose decision shall be binding upon the Tenant) of the reasonable and proper expenses payable by the Landlord in respect of all necessary inspecting constructing testing repairing redecorating renewing re-laying lighting cleansing maintaining and connecting up all (if any) roads pavements passages boundary walls fences conducting media and all other things used in common by the occupiers of the Premises and the occupiers of other premises or hereafter provided for such use

3.8 Exclusive works

To pay on demand the costs and expenses reasonably and properly paid or incurred by the Landlord in respect of inspecting testing repairing rebuilding renewing re-laying (where repair is uneconomical) cleansing maintaining and connecting up conducting media used or enjoyed or to be used or enjoyed exclusively by the Premises

3.9 Notice of necessary repairs and other matters

To permit the Landlord and its agents with all necessary workmen materials and appliances at all reasonable times (or at any time in case of emergency) to enter upon and examine the state of repair and condition of the Premises and the user thereof and to take any photographs measurements plans and sections thereof and thereupon the Landlord may require the Tenant by notice in writing to carry out or do any repairs or redecorations or any other acts deeds or things necessary to be done and for which the Tenant is liable under these presents and if the Tenant shall not within three months or (in case of emergency) immediately after service of such notice comply therewith then to permit the Landlord to enter upon the Premises to do all or any of the things referred to in such notice and the reasonable and proper cost thereof (which expression shall include but not be limited to all legal costs and surveyors' fees and other expenditure whatsoever attendant thereon and reasonably and properly incurred) shall be paid by the Tenant on demand together with interest thereon at the Prescribed Rate from the date of demand to the date of payment which shall be a debt due to the Landlord from the Tenant and shall be forthwith recoverable by action

3.10 Yielding up

To yield up the Premises (but not with trade and other Tenant's fixtures) with vacant possession at the determination of the tenancy hereby created in good and substantial repair and condition in accordance with the covenants herein contained

3.11 Alterations and additions

3.11.1 Not to build or erect or permit or suffer to be built or erected any additional building on the Premises nor make or permit or suffer to be made any addition or alteration which shall increase the gross floor area or cubic content of the Premises and not to carry out any structural or external alteration or addition to the Premises

3.11.2 Not except in accordance with plans elevations sections and specifications previously approved by the Landlord (such approval by the Landlord's not to be unreasonably withheld or delayed) to make or permit or suffer to be made any non-structural internal addition or alteration to the Premises

3.11.3 At the request of the Landlord forthwith to demolish and remove any building addition or alteration built erected or made in breach of the foregoing covenants and restore the Premises to their previous condition to the satisfaction of the Landlord

3.11.4 To notify the Landlord in writing as soon as possible of:

3.11.4.1 completion of any alterations or additions to the Premises and/or after the installation of any fixtures and fittings which may be installed by the Tenant and which may become landlord's fixtures and fittings and

3.11.4.2 the cost of such alterations or additions and/or reinstatement value of such fixtures and fittings

3.11.5 If any addition or alteration to the Premises shall be made by the Tenant then at the expiration or sooner determination of the tenancy the Tenant will if so required by the Landlord at the Tenant's own cost reinstate and make good to the reasonable satisfaction of the Landlord the Premises and restore the same to the plan and design as if such addition or alteration (or such of them as may be specified by the Landlord) had not been made and to pay the reasonable and proper expenses incurred by the Landlord (including legal charges and surveyors' fees) of the superintendence of such reinstatement and making good

3.12 Electrical system

Not to overload or permit to be overloaded any part of the electrical system in or serving the Premises and not except in accordance with any current codes of practice to make any additions or alterations to such system

3.13 Heavy items and machinery

3.13.1 Not to erect or set up or permit to be erected or set up in or upon any part of the Premises any safe or machinery of any kind (other than normal office machinery not giving rise to a breach of clause 3.13.2) or subject as aforesaid any heavy goods or appliances without the previous consent in writing of the Landlord and to ensure that the same are placed only in such position as shall be approved by the Landlord in writing

3.13.2 Not to do or bring or permit to be done or brought in or upon the Premises anything which may throw on the Premises or any adjoining or neighbouring property of the Landlord any weight or strain in excess of that which the same are calculated to bear

3.14 Aerials and similar apparatus and interference

3.14.1 Not without the consent in writing of the Landlord such consent not to be unreasonably withheld or delayed to affix or permit to be affixed to the Premises or any part thereof any wireless radio or television aerial or similar apparatus and not to make any claim against the Landlord in respect of interference to reception of wireless radio or television transmissions or to the operation of any appliance in or upon the Premises suffered or alleged to be suffered by reason of the use of electrical or other apparatus on any other part of the Building or any adjoining or neighbouring property

3.14.2 Not to cause or permit or suffer to be caused interference to others by any radio or electromagnetic signal emitted by the use of apparatus operated or installed in or upon the Premises

3.15 Advertisements and displays

- 3.15.1 Not to affix place or exhibit or permit or suffer to be affixed placed or exhibited to or upon the exterior of the Premises or to or upon any boundary wall rail or fence of the Premises or outside the Premises or so as to be visible from outside the Premises any goods articles or things whatsoever other than placards posters signboards or other advertisements authorised by clause 3.15.2
- 3.15.2 Not to affix place or exhibit or permit or suffer to be affixed placed or exhibited to or upon the exterior of the Premises or to or through any windows thereof or to or upon any boundary wall rail or fence of the Premises or so as to be visible from outside the Premises any placard poster signboard or other advertisement except such as shall be previously approved in writing by the Landlord or the surveyor to the Landlord for the time being such consent not to be unreasonably withheld or delayed save for a sign showing the Tenants name and trade

3.16 Responsibility for damage

To be responsible for and to indemnify the Landlord against all damage occasioned to the Premises or any adjacent or neighbouring property or the services thereof or to any person or chattel (whether or not upon the Premises) caused by any act default or negligence of the Tenant or the servants agents licensees or invitees of the Tenant

3.17 General insurances

- 3.17.1 To insure with a reputable insurance company:
- 3.17.1.1 the third party and property owner's liability risks of the Premises
 - 3.17.1.2 the internal structure of the Premises including the risk of damage from adjoining property
 - 3.17.1.3 all lifts and escalators (if any) and all plant used in connection therewith on the Premises against the risks of breakdown and third party claims and
 - 3.17.1.4 all boilers (if any) and pressure vessels used in connection therewith on the Premises against the risk of explosion

PROVIDED that such insurance shall be effected by the Tenant with such insurance office or offices as may be sanctioned by the Landlord such sanction not to be unreasonably withheld or delayed

- 3.17.2 To insure forthwith and keep insured with such insurance office or offices as may be sanctioned by the Landlord such sanction not to be unreasonably withheld or delayed

all the plate glass (if any) forming part of the Premises against damage or destruction by accident in the joint names of the Landlord and of the Tenant

- 3.17.3 Whenever so required to produce to the Landlord the policy or policies of insurance aforesaid and the receipt or receipts for the current year's premium

3.18 Avoidance of insurance

- 3.18.1 Not to do or allow to be done anything whereby any insurance for the time being effected on the Building or any part thereof (or any adjoining or neighbouring property) may be rendered void or voidable or be in anywise affected nor do or allow to be done anything whereby any additional premium may become payable for the insurance of the Building or any adjoining or neighbouring property and to comply with all recommendations of the insurers as to fire precautions relating to the Premises and the Building

- 3.18.2 In the event of the Premises or any part thereof being destroyed or damaged to give notice in writing thereof to the Landlord forthwith on the happening of the event

- 3.18.3 If the Premises are damaged or destroyed by a risk against which the same are insured by the Superior Landlord pursuant to the covenant in that behalf contained in the Superior Lease and if due to some act or failure on the part of the Tenant the cost or part of the cost of rebuilding or reinstating the Building or part thereof shall not be recoverable from the insurers then the Tenant shall forthwith on demand pay to the Landlord the amount not so recoverable

3.19 Compliance with requirements of statute local and other authorities

- 3.19.1 To observe and perform all requirements of and to do and execute or cause to be done and executed all such works and things as under or by virtue of any Acts of Parliament local Acts building regulations or bye-laws already or hereafter to be passed and rules and regulations thereunder now are or shall or may be directed or required to be done or executed upon or in respect of the Premises or any part thereof or in respect of the user thereof whether by the owner landlord tenant or occupier thereof and at all times during the Term to indemnify and keep indemnified the Landlord against all claims demands expenses and liability in respect thereof

- 3.19.2 Without prejudice to the generality of clause 3.19.1 above insofar as the Construction (Design and Management) Regulations 1994 ("the CDM Regulations") apply to any alterations additions fitting out works repairs works of maintenance installations or other works of whatever nature or description carried out at the Premises:

- 3.19.2.1 the Tenant shall procure that the provisions of the CDM Regulations are complied with

- 3.19.2.2 the Tenant shall ensure that a health and safety file is properly compiled maintained updated and amended in accordance with the CDM Regulations and that a copy thereof (including any amendments made thereto from time to time) is supplied to the Landlord at the cost of the Tenant
- 3.19.2.3 the Tenant shall on the expiration of this lease (howsoever determined) deliver to the Landlord the full and complete health and safety file for the Premises

3.20 Planning

- 3.20.1 At all times during the Term to comply in all respects with the provisions and requirements of the Planning Acts and to indemnify (as well after the expiration of the Term by effluxion of time or otherwise as during its continuance) and to keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Landlord on receipt by the Tenant of notice thereof any notice order or proposal therefor made given or issued under or by virtue of the Planning Acts affecting or relating to the Premises and at the request of the Landlord to make or join with the Landlord in making every such objection or representation against the same that the Landlord shall reasonably deem expedient provided that the same is not materially adverse to the interests of the Tenant
- 3.20.2 Not without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed) to
 - 3.20.2.1 apply for nor to permit any person deriving title under the Tenant to apply for any planning permission relating to the Premises or to any part thereof or to the use thereof or of any part thereof and in the event of the Landlord attaching any reasonable conditions to such consent as aforesaid not to apply or permit any application for any such planning permission save in accordance with the said conditions or
 - 3.20.2.2 implement or permit to be implemented any planning permission
- 3.20.3 Immediately after the grant thereof to supply to the Landlord a copy of any such planning permission and the application therefore and any correspondence or drawings incidental or relating thereto

3.21 User of property

3.21.1 Not to use or permit or suffer to be used the Premises or any part thereof for any illegal or immoral purpose or for any dangerous noxious noisy or offensive trade or business or purpose whatsoever

3.21.2 Not to use or permit or suffer to be used the Premises for any purpose otherwise than the Permitted Use and at all times to keep the Premises open and attended to during normal business hours except insofar as may be necessary for the carrying out with all reasonable speed of any major repairs or permitted alterations or additions to the Premises or may be necessary during the period of four weeks immediately prior to completion of a permitted assignment or underletting

3.22 Prohibition of gaming apparatus

Not to install or permit to be installed any amusement or gaming apparatus or device in or upon the Premises or any part thereof

3.23 No sale by auction

Not to hold or permit or suffer to be held any sale by auction on the Premises

3.24 Nuisance or damage

3.24.1 Not to play or permit to be played in the Premises any musical instrument sound reproduction equipment or similar apparatus so as to be substantially audible outside the Premises

3.24.2 Not to do or permit or suffer anything in or upon the Premises or any part thereof or on any property over which the Tenant exercises rights (whether in common with others or not) which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or the tenants and occupiers of other property in the neighbourhood or to the public local or any other authority

3.25 Not to obstruct access roads, yard or access to service hatches

Not to do or permit any act or thing which may cause damage to any road forecourt path passage yard or other area hereby demised or which the Tenant is authorised to use nor (except temporarily whilst loading or unloading goods at the Premises in an expeditious manner and in accordance with such reasonable regulations as may reasonably be imposed by the Landlord) to obstruct hinder or impede in any way whatsoever the reasonable use thereof by others and in particular not to place or allow any rubbish packaging or any other thing to be put in such area save for the bin permitted by Part 2 of Schedule 1 of this lease and not to cover the Service Hatches shown on the Plan in the floor of the Premises in such a way as to make access to them

more difficult or obstruct access to them in anyway and not to park vehicles in the yard or other areas at the rear of the Premises.

3.26 Prohibited alienation

3.26.1 Not to assign or charge part only of the Premises

3.26.2 Not to underlet the whole or part of the Premises

3.26.3 Not to part with or share possession or occupation of the whole or any part or parts of the Premises otherwise than by an assignment of the whole of the Premises in accordance with the provisions of clause 3.27

3.27 Assignment of whole

3.27.1 Not to assign the whole of the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld) provided that the Landlord shall be entitled (for the purposes of section 19(1A) of the Landlord and Tenant Act 1927):

3.27.1.1 to withhold its consent in any of the circumstances set out in clause 3.27.3

3.27.1.2 to impose all or any of the matters set out in clause 3.27.4 hereof as a condition of granting its consent

3.27.2 The provisos to clause 3.27.1 shall operate without prejudice to the right of the Landlord to withhold such consent on any other ground or grounds where such withholding of consent would be reasonable or to impose any further condition or conditions upon the grant of consent where the imposition of such condition or conditions would be reasonable

3.27.3 The circumstances referred to in clause 3.27.1.1 above are as follows:

3.27.3.1 where the Assignee is an Associated Company

3.27.3.2 where in the reasonable opinion of the Landlord the Assignee is not of sufficient financial standing to enable it to comply with the tenant's covenants in this lease

3.27.4 The conditions referred to in clause 3.27.2 are as follows:

3.27.4.1 the execution and delivery to the Landlord prior to the assignment in question of a deed of guarantee being an authorised guarantee agreement within section 16 of the 1995 Act and subject thereto

containing covenants by the Tenant in the form set out in paragraphs 1, 2 and 3 of schedule 2 with the Tenant substituted for the Surety and the Assignee substituted for the Tenant therein and such other terms as the Landlord shall reasonably require

3.27.4.2 the payment to the Landlord of all rents and other sums which have fallen due under this lease prior to the date of the assignment to the Assignee

3.27.4.3 If so reasonably required by the Landlord the execution and delivery to the Landlord prior to the assignment in question by a surety or sureties reasonably acceptable to the Landlord of a deed of guarantee containing covenants in the form set out in schedule 2 with the Assignee substituted for the Tenant therein and with any other necessary variations applicable to a deed of guarantee

3.28 Registration

Within one month after any assignment of this present demise or the grant of any underlease or sub-underlease (whether mediate or immediate) or the assignment of any such underlease or sub-underlease or after any disposition or devolution of the Premises or any part thereof or after any order of court or private or local Act of Parliament affecting the Premises or any part thereof to give notice thereof in writing to the Landlord or the solicitors for the time being of the Landlord and to produce to the Landlord or its said solicitors the relevant deed or instrument and on giving such notice to pay a reasonable fee being not less than Fifty pounds (£50.00) plus Value Added Tax for the registration thereof

3.29 Access of Landlord

To permit the Landlord and its agents and other persons authorised by them with all necessary workmen materials and appliances at all reasonable times on reasonable prior notice (or at any time without notice in case of emergency)

3.29.1 to enter upon the Premises for all or any of the following purposes namely:

3.29.1.1 taking inventories of the landlord's fixtures and fittings therein

3.29.1.2 effecting decorations repairs tests or works to adjoining or neighbouring property (where such works cannot otherwise be carried out) or tests to the Premises doing as little damage as may be to the Premises and causing as little interference and inconvenience as reasonably possible to the Tenant and all damage thereby occasioned by the Landlord to the Premises being made good by the Landlord but without payment of compensation for any annoyance nuisance loss noise vibration or inconvenience caused

- 3.29.1.3 inspecting cleansing maintaining testing repairing altering laying fixing renewing re-laying and connecting up to any conducting media used or to be used for or in connection with any adjoining or neighbouring property or for inspecting cleansing maintaining repairing altering renewing or removing anything being the property of the Landlord in or upon but not being part of the Premises doing as little damage as may be to the Premises and causing as little interference and inconvenience as reasonably possible to the Tenant and all damage thereby occasioned by the Landlord to the Premises being made good by the Landlord but without payment of compensation for any annoyance nuisance loss noise vibration or inconvenience caused
- 3.29.1.4 enabling prospective purchasers or mortgagees or tenants of the Premises or any part thereof and their agents to view the Premises (but only in the last three months of the Term and only if the Tenant is not seeking to renew this lease)

3.30 Notice of re-letting

To permit the Landlord at any time after a date six months before the expiration of the Term to affix and retain without interference upon any part of the Premises a notice for re-letting the same PROVIDED ALWAYS that such notice for re-letting shall not obstruct the access of light to the windows of the Premises or the Tenant's business AND to permit persons with written authority from the Landlord or the agent of the Landlord at reasonable times of the day to view the Premises on prior appointment

3.31 To inform Landlord of notices received

As soon as reasonably possible following receipt of notice (whether by advertisement or not) to give full particulars in writing to the Landlord of any permission notice order or proposal for a notice or order made given or issued by any government department local or public authority under or by virtue of any statutory powers affecting or likely to affect the Premises and if so required by the Landlord to produce such permission notice order or proposal for a notice or order to the Landlord and also at the Landlord's expense (save where such permission notice order or proposal arises as a result of the Tenant's use and occupation of the Premises in which case it shall be at the Tenant's expense) without delay to take all necessary steps to comply with any such notice or order

3.32 To disclose information

If the Tenant shall make any application to the Landlord for any consent or approval of the Landlord required under the terms of this lease the Tenant shall also disclose such information as the Landlord shall reasonably require in relation to or incidental to or whatsoever or howsoever concerning or appertaining to such application as soon as or so often as the Landlord shall reasonably request the same

3.33 To pay costs

To pay on demand the legal charges and surveyors' fees and other professional fees reasonably and properly incurred by or of the Landlord and the stamp duty on the licences and duplicates resulting from all applications by the Tenant for any consent or approval of the Landlord required by this lease including such legal charges surveyors' fees and other professional fees and expenses actually incurred in cases where consent or approval is refused (unless it is unreasonably refused) or the application is withdrawn and to pay £450.00 plus VAT (plus £6.00 disbursements) towards the cost of preparation of this Lease

3.34 Notices under section 146 of the Law of Property Act 1925

To pay on demand all reasonable and proper costs and expenses (including solicitors' costs and surveyors' fees) reasonably and properly incurred by the Landlord in reference to any breach giving rise to right of re-entry under the provisions in that behalf hereinafter contained whether or not forfeiture is waived or avoided and whether or not by relief granted by the court and also to pay on demand the like costs and expenses of any requisite notice relating to the repair or redecoration of the Premises in connection with the delivery up thereof at the expiration or sooner determination of the Term

3.35 Costs of bailiff etcetera

To pay to the Landlord on demand all reasonable and proper costs charges and expenses including bailiffs' costs solicitors' costs and surveyors' fees and other professional costs and fees reasonably and properly incurred by the Landlord for or in connection with the levy of a distress for the rents payable hereunder or any part thereof or as a result of the bailiff being paid the said rents or any part thereof whether or not any distress in the event be levied or otherwise for or in connection with the recovery of arrears of the said rents or other monies payable by the Tenant hereunder

3.36 Light and air and other easements

3.36.1 Not to block up darken or obscure or permit to be blocked up darkened or obscured any doorway passage window light opening or grating belonging to the Premises not to do or suffer to be done anything which may interfere with the access of light or air thereto and to give to the Landlord immediate notice of any encroachment or attempted encroachment made in or upon the Premises or any part thereof or any act matter or thing whereby or by reason whereof any damage injury or disturbance may be done or occasioned thereto or to any part thereof

3.36.2 Nor to permit or suffer any new window light opening doorway path passage drain or other encroachment right or easement to be made or acquired into against or upon the Premises and in case any such window light opening doorway path passage drain or other encroachment shall be made or attempted to be made or any such right or easement attempted to be acquired to give immediate written notice thereof to the Landlord and to permit the Landlord and its surveyor servants and agents to enter the

Premises at reasonable times to ascertain the nature of such encroachment or easement and at the request of the Landlord to adopt such means as may be reasonably required or deemed proper for preventing such encroachment or the acquisition of any such easement

- 3.36.3 Not to give any third party any acknowledgement that the Tenant enjoys access of light through any of the windows or openings in the Premises or any other right or easement by or with the consent of any such third party nor to pay to such third party any sum of money nor to enter into any agreement with such third party for the purpose of inducing or binding such third party to abstain from obstructing the access of light to any of such windows or openings or from exercising any other right or easement and in the event of any of the owners of adjacent or neighbouring land or buildings doing or threatening to do anything which obstructs the access of light through any of the windows or openings in the Premises or the exercise of any other right or easement to notify the same forthwith to the Landlord and to permit the Landlord if necessary to bring all such actions as it may reasonably think fit in the name of the Tenant against any of the owners of the adjacent or neighbouring land or buildings in respect of the obstruction of the access of light to any of the windows or openings in the Premises or the obstruction of the exercise of any other right or easement PROVIDED ALWAYS that the Landlord shall indemnify the Tenant against all actions losses or damages which the Tenant may suffer by reason of any act or actions which the Landlord may do or bring under this clause 3.36.3

- 3.37 To observe covenants in scheduled agreements etcetera

To observe and perform and be bound by the agreements and/or covenants and/or stipulations contained or mentioned in the deeds or Registered Title specified in schedule 3 so far as the same relate to or affect the Premises and are still subsisting and capable of taking effect and to keep the Landlord indemnified against all claims costs and expenses in any way relating thereto

4. LANDLORD'S COVENANTS

The Landlord HEREBY COVENANTS with the Tenant (but so that the Landlord shall not remain personally liable hereunder after it shall have parted with the reversion to this lease) as follows:

- 4.1 Quiet enjoyment

That the Tenant paying the said rents hereby reserved and performing and observing the covenants on the Tenant's part herein contained shall quietly hold and enjoy the Premises during the Term without interruption by the Landlord or any person rightfully claiming under the Landlord

4.2

Insurance

4.2.1 Subject as hereinafter provided to keep the Premises insured in the name of the Landlord and any other names required by the Landlord against loss or damage by the Insured Risks in accordance with the terms and conditions of the insurers' standard policy with some insurance office or underwriters of repute in a sum which in the opinion of the Surveyor to the Landlord represents the full reinstatement cost thereof (making such allowance as such Surveyor thinks fit for (i) inflation during the period of insurance and the re-planning and reinstatement period (ii) the cost of complying with any public requirements which might apply on reinstatement and (iii) architects' surveyors' engineers' and other consultants' or professional fees) Together with a sum equal to not less than three years' potential rent of the Premises FIRST reserved and for the time being payable hereunder and to make all payments necessary for the above purpose within seven days after the same shall respectively become payable AND (except in the case where the insurance monies have with the agreement of the Tenant been paid to the Tenant by the Landlord or by the Landlord's insurers) following damage or destruction of the Premises or any part thereof by any of the Insured Risks and upon payment to the Landlord of any sums payable by the Tenant pursuant to clause 3.17 hereof (and provided that notice to determine has not been given as hereinafter provided) to rebuild and reinstate the Premises in accordance with the then existing bye-laws regulations and requirements affecting the same of any competent authority PROVIDED ALWAYS that the Landlord shall not be obliged to insure any fixtures or fittings which may be installed by the Tenant or any person deriving title under the Tenant and which may become landlord's fixtures and fittings until the Tenant has notified the Landlord in writing of the reinstatement cost thereof (but so that the Landlord may from time to time at its discretion increase the amount of the insurance in respect of such fixtures and fittings) AND PROVIDED FURTHER that as regards fixtures and fittings which have been installed by the Tenant or by any person deriving title under the Tenant and which have become landlord's fixtures and fittings the Landlord shall only be liable to reinstate or repair the same provided the reinstatement cost thereof has been notified by the Tenant to the Landlord pursuant to the preceding proviso to enable the Landlord to increase the amount of insurance in respect thereof

4.2.2 To insure the property owner's liability risks of the Landlord

5. PROVISOS

PROVIDED ALWAYS AND IT IS HEREBY AGREED by and between the parties hereto as follows:

5.1 Re-entry

5.1.1 If the rents hereby reserved or any part thereof shall at any time be unpaid for 21 days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Tenant herein contained shall not be performed or observed or if there occurs in relation to the Tenant (or where the Tenant comprises more than one person there occurs in relation to any of such persons) a Terminating Event (as hereinafter defined) subject to the Landlord having given any mortgagee previously notified in writing to him at least 21 days' notice in writing of his intention then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of any of the covenants on the part of the Tenant herein contained

5.1.2 For the purposes hereof "Terminating Event" means any of the following:

5.1.2.1 in relation to an individual:

5.1.2.1.1 the appointment of an interim receiver in respect of the individual's property or any of it

5.1.2.1.2 the making of a bankruptcy order in respect of individual

5.1.2.2 in relation to a company:

5.1.2.2.1 the passing of a resolution to wind up the company

5.1.2.2.2 the making of a winding up order in relation to the company

5.1.2.2.3 the appointment of an administrative receiver

5.1.2.2.4 the making of an administration order in respect of the company

5.1.2.2.5 the directors of the company proposing a voluntary arrangement

5.1.2.3 in relation to any person (whether an individual or a company):

5.1.2.3.1 the person entering into any agreement or making any arrangement with creditors for liquidation of the person's debts by composition or otherwise

5.1.2.3.2 the appointment of a receiver in respect of any of the person's assets

5.2 Suspension of rent

5.2.1 In the event of the Premises or any part thereof being damaged or destroyed by any of the Insured Risks so as to be unfit for occupation or use by the Tenant then the rent reserved and for the time being payable hereunder or a fair proportion thereof according to the nature and extent of the damage sustained shall cease to be payable by the Tenant from the date of damage or destruction until the Premises are restored fit for occupation and use by the Tenant PROVIDED that any dispute which may arise under this clause 5.2.1 shall be referred to the decision of some competent person (who shall act as an expert and not as an arbitrator) to be agreed upon by the Landlord and by the Tenant or (in the event of failure so to agree) to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the decision of such person (including any determination as to the costs of such decision) shall accordingly be final and binding on both the Landlord and the Tenant

5.2.2 PROVIDED that the obligations of the Landlord under clause 4.2.1 shall cease and there shall be no cesser of rent pursuant to clause 5.2.1 if or to such extent as any insurance policy effected by the Landlord shall have been rendered void or voidable or payment of any insurance monies shall be properly withheld by the insurers due to some act or failure of the Tenant or any person deriving title under the Tenant or any of the employees or agents of the Tenant or of any such person and

5.2.3 PROVIDED FURTHER that if the Premises or the building of which they form part shall be so damaged as to necessitate demolition and reconstruction the Landlord shall be entitled on giving to the Tenant not less than six months' previous notice in writing to determine the Term and at the expiration of such notice this demise and everything herein contained shall cease and be void and the Tenant shall not be liable for any dilapidations and shall not be entitled to any compensation except that (if any) payable under the provisions of the Landlord and Tenant Act 1954 but without prejudice to the rights and remedies of the Landlord for any arrears of rent and all monies received by virtue of any policy of insurance effected by the Landlord pursuant to the covenant in that behalf hereinbefore contained shall be paid to the Landlord for its own use and benefit

5.3 Loss of rent insurance monies

All monies received in respect of loss of rent by virtue of any policy of insurance effected by the Landlord pursuant to the covenant in that behalf contained in the Lease shall be paid to the Landlord for its own use and benefit

5.4 Landlord's disclaimer

Unless due to the negligence or default of the Landlord or its servants and save to the extent that the Landlord may be liable under the provisions of the Defective Premises Act 1972 the Landlord shall not be responsible to the Tenant or the Tenant's licensees servants agents or other persons in the Premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the Premises or on any property over which the Tenant exercises rights

5.5 Landlord does not warrant permitted user

Notwithstanding the covenant as to user on the part of the Tenant herein contained the Landlord does not hereby or in any other way give nor has the Landlord given at any other time any representation or warranty that such or any other user is or will be or will remain a permitted user within the provisions of the Planning Acts and notwithstanding that such user is not a permitted user within such provisions as aforesaid the Tenant shall remain fully bound and liable to the Landlord in respect of the several covenants and conditions herein on the part of the Tenant contained without being entitled to any compensation of any kind whatsoever from the Landlord

5.6 Landlord free to deal with adjoining or neighbouring property

The Tenant shall not be entitled to any right of light or air which will interfere with the free use of any land or buildings adjoining or neighbouring the Premises for building or other purposes

5.7 Tenant unable to enforce similar covenants in adjoining property etc

5.7.1 Nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other property belonging to the Landlord

5.7.2 Each of the Tenant's covenants herein contained shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting adjoining or neighbouring premises of the Landlord

5.8 Landlord can charge for work done by it

If and so often as the Tenant shall be obliged under the terms hereof to reimburse the Landlord any costs charges and expenses incurred by it including solicitors' costs and surveyors' fees and other professional costs and fees then in respect of any work done by the Landlord or by any persons connected with it or by any person employed by it the Landlord shall be deemed to have incurred or suffered in respect thereof a reasonable fee cost or expense not exceeding that which might properly have been charged or incurred for the same work by an independent person competent to deal with that work in the ordinary course of his business

5.9 Service of notices

This deed incorporates the regulations respecting notices contained in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

6. New lease

This lease is a new lease for the purpose of the 1995 Act and is a new tenancy for the purposes of section 1 of that act.

7. Exclusion of sections 24-28 of the Landlord And Tenant Act 1954

7.1 The parties confirm that: -

- (a) the Landlord served a notice dated _____ on the Tenant, as required by Section 38A(3)(a) of the Landlord and Tenant Act 1954, applying to the tenancy created by this lease, a copy of which notice is annexed to this lease;
- (b) The Tenant or a person who was duly authorised by the Tenant to do so made a Statutory Declaration dated _____ in accordance with requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954 a copy of which Statutory Declaration is annexed to this Lease; and
- (c) there is no agreement for Lease to which this Lease gives effect

7.2 The parties agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Lease.

8. Option to determine

If the Tenant wishes to determine the Lease at the end of the first, third or fifth year of the Lease and gives to the Landlord not less than six months written notice of that wish and up to the time of the determination pays the lease rents and then on expiry of the notice the Term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued to either party

IN WITNESS whereof this lease has been executed by the parties as a deed the day and year first above written

SCHEDULE 1

Part 1

The Premises

Ground floor shop premises known as 49 Radford Road Nottingham including the toilet doors and windows and equipment for refrigeration heating air conditioning and ventilation shown edged red on the Plan being part of the property comprised in title number NT174965 registered at HM Land Registry

Part 2

(Rights Granted)

1. A right of shelter and support for the Premises from all other parts of the Building
2. A right to keep one standard domestic size wheelie refuse bin in the yard at the rear of the premises in the area shaded blue on the plan attached or designated for this purpose from time to time by the Landlord
3. A right of way in common with others on foot only over and across the area hatched on the plan attached

Part 3

Exceptions and reservations to the Landlord and others

1. The right of free and uninterrupted passage and running of water soil gas electricity and of all other services or supplies as are now or hereafter to be used from and to such adjoining or neighbouring property through such of the conducting media serving such adjoining or neighbouring property now or which may not later than whichever shall be earlier of (a) the expiration of the Term and (b) the expiration of a period of 80 years from the date hereof hereafter be in or upon the Premises together with the right at all reasonable times on reasonable prior notice to lay construct and maintain in or upon the Premises such conducting media as may in the reasonable opinion of the Landlord reasonably be necessary during the Term AND together also with the right to enter upon the Premises with all necessary workmen materials and

appliances at all reasonable times (or at any time without notice in case of emergency) on reasonable prior notice for the purpose of inspecting cleansing maintaining repairing altering laying fixing renewing re-laying and connecting up to any such conducting media or of inspecting cleansing maintaining repairing and renewing anything being the property of the Landlord in or upon but not being part of the Premises causing as little damage and inconvenience as reasonably possible and forthwith making good any damage thereby caused to the Premises

2. The rights and liberties of entry upon the Premises mentioned in the covenants by the Tenant herein contained
3. The right at any time and from time to time to open or authorise the opening of windows in any adjoining or neighbouring premises overlooking the Premises
4. The right to let any adjoining or neighbouring property for any purpose
5. The full right to support and shelter and all other easements and rights now or hereafter belonging to or enjoyed by all adjacent or neighbouring property over the Premises and
6. The right at any time or times to close temporarily for works of repair or any other necessary purposes any area (other than the Premises) the use of which is available to the Tenant save that the Tenant shall at all times enjoy reasonable access to the Premises

SCHEDULE 2

Surety covenants

1. The Surety covenants with the Landlord and without the need for any express assignment with the Landlord's successors in title that the Tenant will during the period from the date hereof until the expiry of the tenancy hereby created ("the Guarantee Period") pay the rents and all other sums due under and perform and observe the covenants on the part of the Tenant and other terms of this lease and that if the Tenant fails to do so the Surety will do so and will indemnify the Landlord against all losses damages costs and expenses incurred by the Landlord as a result of the Tenant's failure
2. The Surety will be liable to the Landlord as sole or principal debtor PROVIDED THAT any neglect or forbearance of the Landlord in endeavouring to obtain payment of the said rents and payments as and when the same become due or its delay to take steps to enforce performance or observance of the covenants on the part of the Tenant and other terms of this lease and any time which may be given by the Landlord to the Tenant shall not release or in any way lessen or affect the liability of the Surety hereunder
3. If this lease is disclaimed or forfeited during the Guarantee Period the Landlord may within six months after such disclaimer or forfeiture by notice in writing require the Surety to accept a new lease of the Premises for a term equivalent to the residue which if there had been no disclaimer

or forfeiture would have remained of the Term at the same rent and subject to the like covenants and conditions as are payable under and applicable to the tenancy immediately before the date of such disclaimer or forfeiture the said new lease and the rights and liabilities thereunder to take effect as from the date of such disclaimer or forfeiture and in such case the Surety shall pay the Landlord's costs reasonably and properly incurred by the Landlord in connection with such new lease and the Surety shall accept such new lease accordingly and will execute and deliver to the Landlord a counterpart thereof

4. The Surety further covenants with the Landlord that the Tenant will perform and observe the obligations of the Tenant under any authorised guarantee agreement entered into by the Tenant pursuant to the provisions of this lease and that if the Tenant fails to do so the Surety will do so and will indemnify the Landlord against all losses damages costs and expenses incurred by the Landlord as a result of the Tenant's failure

SCHEDULE 3

Date Document Parties

Title No	Property
NT174965	49 Alfreton Road Nottingham

Signed as a Deed by the said

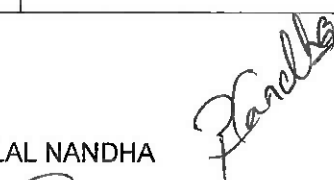
PRAFULCHANDRA MAGANLAL NANDHA

In the presence of: -

Witness Signature.....

Witness name.....

Address

Handls

ROBERT BARBER & SONS
 SOLICITORS
 35A WATNALL ROAD
 HUCKNALL
 NOTTINGHAM
 NG15 7LD

Signed as a Deed by the said

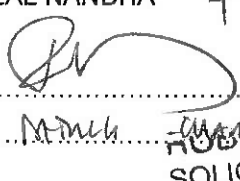
ANHLAN NGUYEN

in the presence of: -

Witness Signature.....

Witness name.....

Address

Handls

ROBERT BARBER & SONS
 SOLICITORS
 35A WATNALL ROAD
 HUCKNALL
 NOTTINGHAM
 NG15 7LD