

1 April 2026

DATED

2026

KI KWAN STEVEN IP

- and -

URBAN GIFTS & GO LIMITED

-and-

MD SHAHIDUL ISLAM

L E A S E

**of Lower Ground and Ground Floor 86 Camden High Street
London NW1 0LT**



Cavendish Court, 11-15 Wigmore Street, London, W1U 1PF

TEL: +44 (0) 20 7486 2566

Fax: +44 (0) 20 7000 1359

LR1 Date of lease	1 April 2026
LR2 Title number(s)	LR2.1 Landlord's title number(s) LN176620 LR2.2 Other title numbers None
LR3 Parties to this lease	Landlord KI KWAN STEVEN IP of 11 Lanark Square, Glengall Bridge, London E14 6RE Tenant URBAN GIFTS & GO LIMITED (company registration number 16860524) whose registered office is 143b Station Road, Sidcup, DA15 7AA Guarantor MD Shahidul Islam of 41 Rixsen Road, London, E12 6RN
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. Premises on the Ground and Basement Floors of the Building known as 86 Camden High Street London NW1 0LT the exact extent of which is set out in clause 1.8 (" Premises ")
LR5 Prescribed statements etc	LR5.1 None LR5.2 Not applicable
LR6 Term for which the Property is leased	The term specified in the Particulars

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
LR 10 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 rights granted by clause 3 and set out in the first schedule LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property The rights reserved by clause 3 and set out in the second schedule

**LR12 Estate rentcharge
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

1 DEFINITIONS

IN this Lease except where the context otherwise requires: -

- 1.1. "Adjoining or Neighbouring Premises" means any adjoining or neighbouring property owned by the Landlord
- 1.2 "the Building" means all that land and buildings known as 86 Camden High Street London NW1 0LT and each and every part thereof and the buildings erected thereon which expression shall include any future extensions or additions
- 1.3 "the Guarantor" means the Guarantor named in the Prescribed Clauses and/or any party providing a covenant in accordance with the terms of the Fourth Schedule and shall include, if it is an individual, its personal representatives
- 1.4 the "Insured Risks" means (so far as cover is ordinarily available) fire lightning earthquake aircraft (other than hostile aircraft) and aerial devices or articles dropped therefrom explosion riot civil commotion malicious damage storm tempest bursting or overflowing of water tanks apparatus or pipes flood impact by road vehicles and such other risks as the Landlord may require from time to time
- 1.5 "this Lease" means this Lease and any document supplemental or collateral to it or entered into pursuant to its terms
- 1.6 "the Loss of Rent" means the loss of the rent first and second reserved and any Value Added Tax for such period (not less than three years) and in such amount as the Landlord may require
- 1.7 "Lettable Area" means any part of the Building let or designed or intended for letting to an occupier with exclusive possession.
- 1.8 "Permitted Use" means as a retail unit within Class E of the Town and Country Planning (Use Classes) (Amendment) (England) Regulations

2020 ("the Order") or such other use (other than food) within Class E as the Landlord may approve (such approval not to be unreasonably withheld or delayed)

- 1.9 "Plan(s)" means the attached plan(s)
- 1.10 "the Premises" means that part of the Building shown edged red on the Plan comprising the ground and basement floors of the Building including the whole of the building lying beneath one half in depth of the joist or other structures horizontally dividing the ground floor and the first floor together with all service media exclusively serving the Premises and each and every part thereof and all additions and alterations thereto
- 1.11 "Prescribed Rate" means four per centum per annum over the Base Rate from time to time of Lloyds TSB Bank PLC or over such other rate as the Landlord may reasonably require
- 1.12 "Rent" means from the Rent Commencement Date the rent of FORTY-TWO THOUSAND POUNDS (£42,000.00) per annum until the rent is reviewed pursuant to the Fifth Schedule
- 1.13 "Rent Commencement Date" means the date of this Lease
- 1.14 "the Service Media" means the sewers drains gutters pipes ducts wires cables and other conducting media in the Building
- 1.15 "the Term" means a term commencing on the ^{1 April} 2026 and expiring on the ^{31 March} 2031

2 INTERPRETATION

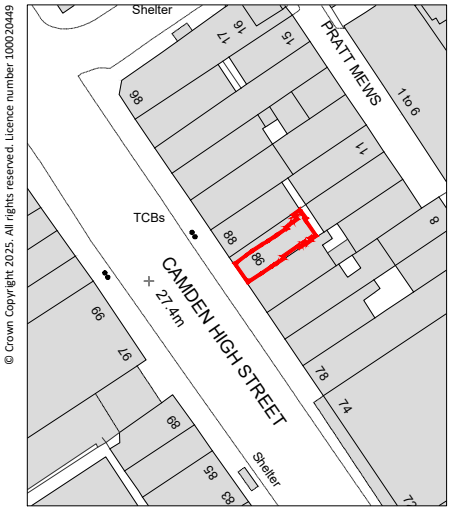
UNLESS there is something in the subject or context inconsistent therewith:-

- 2.1 Where "the Landlord" "the Tenant" or "the Guarantor" are two or more persons covenants expressed or implied to be made by or with such party

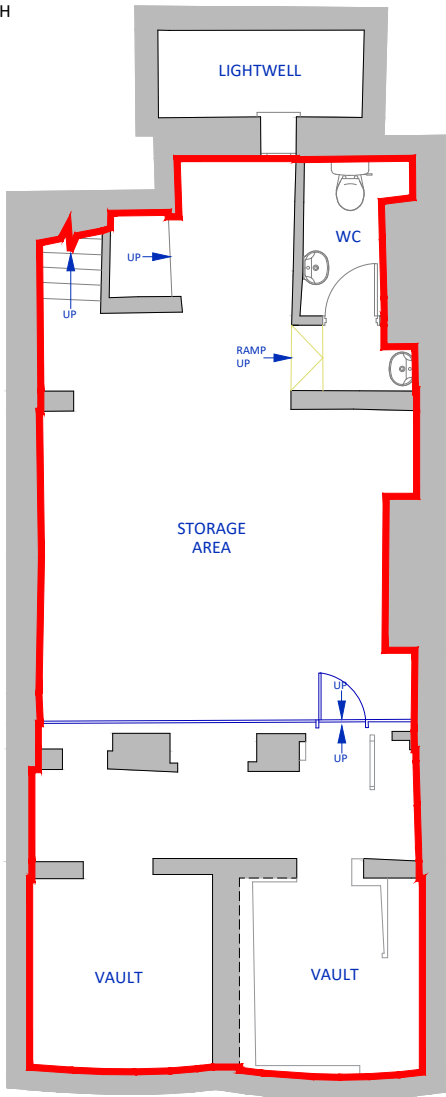
PLEASE NOTE - THIS DRAWING HAS BEEN PRODUCED FOR LAND REGISTRATION PURPOSES ONLY.



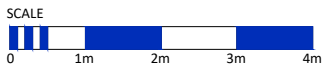
LOCATION PLAN
SCALE 1:1250
(BASEMENT)



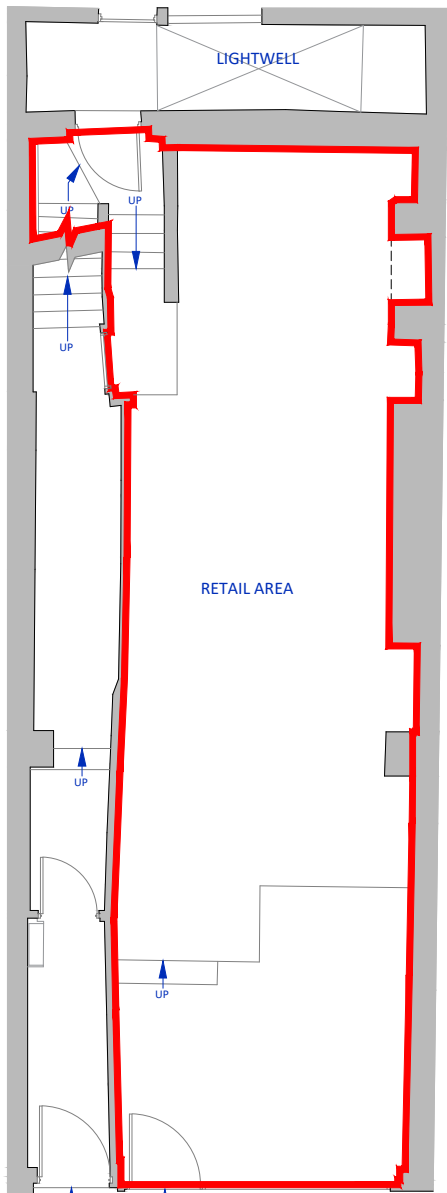
LOCATION PLAN
SCALE 1:1250
(GROUND FLOOR)



BASEMENT



NORTH

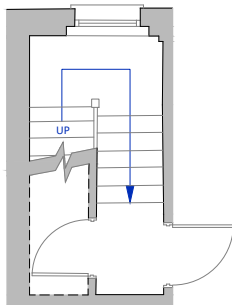


GROUND FLOOR

UPPER PARTS
ENTRANCE

NO.86
ENTRANCE

CAMDEN HIGH STREET



FIRST FLOOR

Signed by:

528838B0078C4F9...

PLEASE NOTE - A4 PLANS TO BE PRINTED "AS IN DOCUMENT" NOT ENLARGED OR SHRUNK TO FIT PAGE

PLAN LONDON LTD © COPYRIGHT PROTECTED 2025.

client	address 86 CAMDEN HIGH STREET LONDON NW1 0LT	location BASEMENT AND GROUND FLOOR LEASE PLAN	date 17.03.2025	scale 1:100	sheet A4	 Plan London Plan London Ltd 15 Davids Road London SE23 3EP T 020 8699 1129 E surveys@plan-london.co.uk W plan-london.co.uk
			dwg no. PL16019-01	revision A	drawn VH	checked PB

shall be deemed to be made by or with such persons jointly and severally

- 2.2 Words importing persons shall include firms companies and corporations and vice versa
- 2.3 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
- 2.4 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
- 2.5 References to "the Premises" (except in Clause 4.22) shall be construed as extending to any part of the Premises
- 2.6 References to "the last year of the Term" include the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to "the expiration of the Term" include such other determination of the Term
- 2.7 References to the "act or default of the Tenant" or words to similar effect shall be construed as including any act or default of a sub-tenant or licensee of the Tenant or anyone else at the Premises with the Tenant's authority
- 2.8 References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord
- 2.9 Words importing one gender include all other genders and words

importing the singular include the plural and vice versa

- 2.10 The titles or headings appearing in this Lease are for reference only and shall not affect its construction
- 2.11 Any reference to a clause or schedule shall mean a clause or schedule of this Lease
- 2.12 References to the Landlord and/or the Tenant include their respective successors in title

3 DEMISE AND RENTS

THE Landlord DEMISES to the Tenant with full title guarantee the Premises TOGETHER WITH the easements and other rights mentioned in the First Schedule EXCEPT AND RESERVING as mentioned in the Second Schedule SUBJECT to all rights easements quasi-easements and privileges to which the Premises are subject for the Term YIELDING AND PAYING the following rents clear of all deductions whatsoever

- 3.1 FIRST the Rent (to be paid by bankers order if the Landlord so requires) in advance by equal quarterly payments on the usual quarter days with a first payment in respect of the period from the Rent Commencement Date to the next following quarter day to be made on the Rent Commencement Date
- 3.2.1 SECONDLY the Service Charge as defined in the Third Schedule at the times and in the manner therein stated with a first payment in respect of the period from and including the date hereof to the next following quarter day to be made on the date hereof
- 3.2.2 Nothing contained in this clause shall make the Tenant liable for any service charge in respect of any period before the date hereof

3.2.3 The Service Charge shall exclude the following:

- 3.2.3.1 any VAT incurred by the Landlord in connection with any of the Services to the extent that it is recoverable by the Landlord;
- 3.2.3.2 the remedying of any damage caused by any Insured Risk;
- 3.2.3.3 any costs and expenses in connection with the letting or reletting of any Lettable Area the review of rents payable in respect of any such areas and the collection of any rents and other sums payable by the tenants and occupiers thereof and the enforcement of any covenants against such tenants and occupiers except where such enforcement is in order to protect the interests of the Tenant;
- 3.2.3.4 any expenditure necessitated by any wrongful act or default of the Landlord or its servants of agents;
- 3.2.3.5 the costs of any works and improvement to the Building where the primary reason for carrying out the same is to increase the value of the Landlord's reversion in the Building without any material benefit for the tenants and occupiers thereof;
- 3.2.3.6 the costs of carrying out any works to the Building where the Landlord recovers the costs from another party pursuant to any agreement covenant duty or liability on the party of any building contactor architect surveyor engineer or other consultant or workmen relating to any works on the Building; and
- 3.2.3.7 the carrying out of any works or the expenditure of any costs and expenses in relation to any Lettable Area which works or expenditure would be the responsibility of the tenant of the same if demised by a lease containing provisions similar to those contained in this Lease

3.3 THIRDLY on demand the costs incurred by the Landlord in insuring against the Loss of Rent and a fair proportion as from time to time determined by the Landlord of the costs incurred by the Landlord in insuring the Building

3.4 FOURTHLY the Value Added Tax which is or may be chargeable (by reason of an election of the Landlord or otherwise) in respect of the rents reserved by this Lease

4 TENANT'S COVENANTS

The Tenant COVENANTS with the Landlord

4.1 Rents

To pay the rents reserved by Clause 3 without any deduction or set off whatsoever

4.2 Interest

Without prejudice to the Landlord's other remedies to pay to the Landlord on demand as additional rent interest (at the Prescribed Rate) to be compounded on the usual quarter days on any sum payable under this Lease from the due date until payment is received (as well after as before any judgment)

4.3 Rates and Taxes

To pay all existing and future rates taxes water rates duties charges assessments impositions and outgoings whatsoever (whether or not of a capital or non-recurring nature) for or in respect of the Premises except such as are payable on a disposal of the Landlord's interest in the Premises and Schedule A income tax charged on the Landlord

4.4 Utilities

To pay for all electricity gas and water consumed on the Premises and for all meter rents

4.5 Electrical regulations

To comply with the requirements and regulations of the supply authority with regard to the electrical wiring installation and equipment in the Building and the Premises and not to overload the same

4.6 VAT

Where the Tenant is to pay to the Landlord any sum it shall on the same date also pay Value Added Tax in respect of such sum and where the Tenant is to indemnify or reimburse or pay costs incurred by the Landlord it shall also pay Value Added Tax on such costs

4.7 Repair

To put and keep the Premises in good and substantial repair and condition damage caused by any of the Insured Risks excepted save to the extent the Landlord is unable to recover the insurance monies due to any act or default of the Tenant

4.8 Decoration

To decorate the Premises in a good and workmanlike manner and with appropriate materials of good quality in the last three months of the Term howsoever determined

4.9 Cleaning

4.9.1 To keep the Premises in a clean and tidy condition and clear of rubbish

4.9.2 To clean the inside and outside of all windows in the Premises at least once a month

4.10 Notices to repair

To repair and make good all defects and disrepair for which the Tenant is liable under this Lease within two months (or sooner if necessary) of notice from the Landlord

4.11 To permit entry

To permit the Landlord and all persons authorised by it on giving reasonable notice (except in emergency) to enter the Premises to inspect its condition to take a schedule of the landlord's fixtures and of any dilapidations to exercise any of the rights excepted and reserved by this Lease to carry out any repairs or works or to inspect or test check meters on the Premises or to remedy any breach of the Tenant's covenants or conditions in this Lease

4.12 Not to introduce dangerous things

Not to bring into or keep in the Building any thing which is or may become dangerous nor to carry on any hazardous trade nor do anything which might cause the insurance of the Building to be vitiated or the premiums to be increased

4.13 Overloading

Not to overload the Building nor to overload or cause any obstruction or injury to the Service Media nor to cause any obstruction of the common parts of the Building

4.14 Prohibited uses

Not to use the Premises for any noisy offensive dangerous illegal or immoral purpose nor to do on the Premises anything which in the reasonable opinion of the Landlord may be a legal nuisance or cause damage disturbance or inconvenience to or be to the prejudice of the Landlord or any other owners or occupiers of the Building or any neighbouring premises

4.15 Permitted use

Not to use the Premises otherwise than for the Permitted Use

4.16 Statutory and insurance requirements

To comply with all legislation from time to time in force and the requirements of the Landlord's insurers and any competent authority and the reasonable requirements of the Landlord relating to the Premises, its use or the rights granted by this Lease

4.17 Irrecoverable insurance monies

To pay to the Landlord on demand the amount of any insurance monies in respect of the Building or any other premises of the Landlord which cannot be recovered by reason of any act or default of the Tenant or any person deriving title under the Tenant or its or their servants agents licensees or invitees

4.18 Planning

To comply with the conditions in any planning permission relating to the Premises or the rights granted by this Lease and not to make any application for planning permission in respect of the Premises or for determination as to whether particular works or change of use would constitute development of the Premises

4.19 Regulations

To observe all rules and regulations relating to the Building from time to time made by the Landlord

4.20 Alterations

4.20.1 Not to make any structural alterations or addition to the Premises

4.20.2 Not to unite the Premises with any other property

4.20.3 Not without the Landlord's written consent (such consent not to be unreasonably withheld or delayed) to carry out any non-structural alteration

4.20.4 A non-structural alteration is one:-

4.20.4.1 which does not affect any load bearing part of the Premises or consists of alterations to the electrical system or to service pipes or other conducting media or consists of the installation or removal of demountable partitioning and

4.20.4.2 which is carried out in accordance with plans and specifications previously approved in writing by the Landlord

4.20.5 To carry out any approved non-structural alteration:

4.20.5.1 in a good and workmanlike manner

4.20.5.2 with materials of good quality and

4.20.5.3 to the reasonable satisfaction of the Landlord

4.20.6 On demand to remove any alteration which:

4.20.6.1 has not been approved in writing by the Landlord or

4.20.6.2 is required to be removed by any legislation or

4.20.6.3 is required to be removed by the terms of any consent to the making of that alteration and in any such case to make good all damage caused either by the alteration or by its removal or reinstatement

4.21 Signs etc

Not to exhibit on the Premises any nameplate notice placard advertisement blinds signs or similar device of any kind whatsoever except for a non-illuminated sign showing the Tenant's name and business the style size and position of which is first approved by the Landlord such approval not to be unreasonably or delayed

4.22 Alienation

4.22.1 Not to part with possession or share occupation of the Premises or any part of them

4.22.2 Not to assign underlet or charge part only of the Premises

4.22.3 Not to assign the whole of the Premises unless each of the following conditions is fulfilled:-

4.22.3.1 the proposed assignee has before taking possession of the Premises entered into a covenant with the Landlord to perform and observe the covenants on the part of the Tenant contained in this Lease during the residue of the Term unless released by virtue of the Landlord and Tenant (Covenants) Act 1995 ("the 1995 Act") and

4.22.3.2 the Landlord has consented in writing to the proposed assignment (such consent not to be unreasonably withheld or delayed) and

4.22.3.3 if the Landlord shall reasonably so require the assignee has obtained an acceptable guarantor who shall execute and deliver to the Landlord a deed containing covenants by such guarantor with the Landlord as a primary obligation in the terms (mutatis mutandis) set out in the Fourth Schedule and

- 4.22.3.4 the assignor has entered into an authorised guarantee agreement with the Landlord complying with Section 16 of the 1995 Act in such form as the Landlord shall reasonably require
- 4.22.4 Not to underlet the whole of the Premises unless each of the following conditions is fulfilled: -
 - 4.22.4.1 the Landlord has consented in writing to the proposed underletting (such consent not to be unreasonably withheld or delayed)
 - 4.22.4.2 that the intended undertenant covenants with the Landlord to observe and perform the tenant's covenants and the conditions in this Lease during the residue of the term of the Underlease unless released by virtue of the 1995 Act (excluding the covenant to pay rent) and not to underlet share or part with possession or occupation of the Premises and not without the prior written consent of the Landlord to assign the Premises
 - 4.22.4.3 that the intended underlease is not granted at a premium nor at a rent less than the full annual rent reasonably obtainable in the open market for the Premises at the time of the underletting (being not less than the passing rent under this Lease) and that the rent is payable no more than one quarter in advance
 - 4.22.4.4 that before granting any underlease the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded in relation to such underlease
 - 4.22.4.5 the Underlease contains:-
 - 4.22.4.5.2 a covenant by the undertenant prohibiting the undertenant from doing or suffering any act or thing upon or in relation to the premises underlet inconsistent with or in breach of the provisions

of this Lease

- 4.22.4.5.3 a condition for re-entry on breach of any covenant by the undertenant
- 4.22.4.5.4 restrictions imposing an absolute prohibition against all dispositions of or other dealings with the premises underlet other than assignment of the whole
- 4.22.4.5.5 provisions prohibiting any assignment of the whole of the premises underlet without the prior written consent of the Landlord under this Lease such consent not to be unreasonably withheld
- 4.22.4.5.6 provisions prohibiting the undertenant from permitting another to occupy the premises underlet
- 4.22.4.5.7 provisions imposing in relation to any permitted assignment the same obligations for direct covenants and registration with the Landlord as are contained in this Lease in relation to disposition by the Tenant
- 4.22.5 To enforce the performance and observance by every such undertenant of the covenants provisions and conditions of any Underlease and not at any time either expressly or by implication to waive any breach of the same
- 4.22.6 Not to agree any reviewed rent with the undertenant without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and to procure that if the rent under any Underlease is to be determined by an independent person not to determine whether such person is to act as an expert or as an arbitrator without the Landlord's prior written consent and to procure that the Landlord's representations as to the rent payable thereunder are made to the independent person

appointed to determine the rent under the Underlease to the reasonable satisfaction of the Landlord

4.22.7 Not to vary the terms or accept any surrender of any Underlease without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed

4.22.8 To procure that the rent reserved by any Underlease shall not be commuted or payable more than one quarter in advance and not to permit the reduction of any rent reserved by any such Underlease

4.23 Registration

To supply to the Landlord a certified copy of any document effecting an assignment underlease mortgage or charge of this Lease within twenty-one days of completion thereof and to pay to the Landlord on demand such registration fee as it may require (being not less than Twenty Pounds)

4.24 Costs

To pay to the Landlord on demand as additional rent and as a debt all costs it properly incurs in connection with or in contemplation of:-

4.24.1 the preparation and service of a notice and/or any proceedings under Section 146 or 147 of the Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938 (notwithstanding that forfeiture is avoided)

4.24.2 the preparation and service of a schedule of dilapidations at any time during or after termination of the Term

4.24.3 any applications for consent or approval whether or not consent is refused or the application is withdrawn (but not where the Court makes an order or declaration that such consent has been unreasonably withheld) and

4.24.4 the remedying of any breach of the Tenant's covenants or the conditions in this Lease

4.25 Applications for consent

On applying for any consent or approval the Tenant shall disclose to the Landlord such information as the Landlord may reasonably require

4.26 To inform Landlord of damages defects and notices

Forthwith to give full details to the Landlord of any damage to or any defect in the Building which may give rise to a duty on the Landlord or of any thing which may adversely affect the Landlord's interest in the Building

4.27 Reletting notices

To permit the Landlord to fix on the outside of the Premises a notice board for the reletting of the same and/or the sale of the Building and not to take down or obscure such notice board and to permit all persons authorised by the Landlord to view the Premises at reasonable hours

4.28 To indemnify Landlord

To indemnify the Landlord against all actions proceedings costs claims and demands in respect of the use or occupation of the Premises the execution of any alterations additions or repairs to the Premises or any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease

4.29 Yielding up

Immediately before the end of the Term to remove all tenant's fixtures and fittings and (unless the Landlord otherwise requires) all alterations or additions made to the Premises during the Term and to make good and reinstate the Premises to the Landlord's satisfaction and upon the end of the Term to yield up to the Landlord the Premises in accordance with the Tenant's covenants and the conditions in this Lease

4.30 Landlord's Fixtures

Not without the Landlord's prior written consent to remove or alter any landlord's fixtures and fittings in the Premises

4.31 Obstruction of windows

Not to and not to permit any person to and not to enter into any agreement under which any person may obstruct block up or darken any window on the Premises or the Building

4.32 Common Expenses

To pay to the Landlord on demand a fair, reasonable and proper proportion (to be conclusively determined by the Landlord or the Landlord's surveyor save for manifest error) of the expense of cleaning, lighting, repairing, renewing, decorating, maintaining and rebuilding any party walls, lifts, fences, gutters, drains, roadways, pavements, entrance ways, stairs and passages, access ways and service areas which are or may be used or enjoyed by an occupier of the Premises or the Building in common with any other person or persons

4.33 New Guarantor

Within fourteen days of the death during the Term of any person who has guaranteed to the Landlord the payment to the Landlord of the said rents and the observance and performance of the covenants on the part of the Tenant herein contained or of such person entering into or suffering any of the arrangements or circumstances described in clause 6.1 then to give

notice thereof to the Landlord and if so required by the Landlord at the expense of the Tenant within 28 days to procure some other person acceptable to the Landlord acting reasonably to execute a guarantee in respect of the payment of the rents and to the observance and performance of the covenants in the form set out in the Fourth Schedule of this Lease

5 LANDLORD'S COVENANTS

The Landlord COVENANTS with the Tenant (but not so as to impose any liability on the Landlord after it has parted with its reversion):-

5.1 Quiet enjoyment

To permit the Tenant peaceably to hold and enjoy the Premises without any lawful interruption by the Landlord or any person lawfully claiming through under or in trust for it

5.2 To insure

Unless such insurance shall be vitiated by any act or default of the Tenant to insure the Building against loss or damage by the Insured Risks for the cost (including Value Added Tax) of rebuilding or reinstatement and to insure against the Loss of Rent consequent upon such damage

5.3 To rebuild

Subject to Clause 6.12 if the Building shall be destroyed or damaged by any Insured Risk then subject to all necessary planning consents or permissions being obtained with all reasonable speed to lay out all insurance moneys received (other than for Loss of Rent) in rebuilding or reinstating the Building

5.4 Provision of Services

To keep the Building in a good and tenantable state of repair and condition (save to the extent that it falls within the Tenant's responsibility under this Lease) and to use reasonable endeavours to supply the Services set out in the Third Schedule PROVIDED THAT in providing the

Services and incurring the Service Charge the Landlord will use all reasonable endeavours to provide them in an efficient and economical manner and ensure that the expenditure so incurred in respect of individual services and expenses is maintained at a proper and reasonable level insofar as maintaining the expenditure at such level is commensurate with the proper performance by the Landlord of its obligations under this Lease and is consistent with the interests of good estate management

6 PROVISOS

It is hereby agreed as follows

6.1 Forfeiture

Without prejudice to any other right remedy or power herein contained or otherwise available to the Landlord-

- 6.1.1 if the rents reserved by this Lease or any part thereof shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) or
- 6.1.2 if any of the covenants by the Tenant contained in this Lease shall not be performed and observed or
- 6.1.3 if the Tenant has any distress or execution levied on its goods or
- 6.1.4 if the Tenant being an individual is the subject of a bankruptcy petition or bankruptcy order or of an application or appointment under Section 253 Section 273 or Section 286 of the Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or
- 6.1.5 if the Tenant being a company is the subject of a petition for its winding up or enters into liquidation whether voluntarily (except for reconstruction or amalgamation of a solvent company) or compulsorily or has a provisional liquidator or a receiver (including an administrative receiver)

appointed or is the subject of an administration order or a petition for one or of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986 or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986 or is otherwise insolvent or having been registered with unlimited liability it acquires limited liability or

6.1.6 if the Tenant enters into or makes any proposal to enter into any arrangement or composition for the benefit of its creditors or

6.1.7 if the Tenant is dissolved (whether or not after winding up)

THEN and in any such case the Landlord may at any time thereafter re-enter the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to the Landlord against the Tenant in respect of any antecedent breach of any of the covenants contained in this Lease

6.2 No implied easements

Nothing in this Lease shall confer upon the Tenant any easement right or privilege whatsoever over or against any property adjoining or neighbouring the Premises which now or hereafter shall belong to the Landlord or impose any restriction on the use of any property not comprised in this Lease save as expressly hereby granted or imposed

6.3 No compensation

The right of the Tenant (or any undertenant) to compensation on leaving the Premises is excluded

6.4 Cesser of rent

If the Premises shall be damaged or destroyed by any of the Insured Risks so as to be unfit for occupation and use in accordance with this Lease then (save to the extent that the insurance money shall be irrecoverable by reason solely or in part of any act or default of the Tenant or any person deriving title under the Tenant or any of its or their servants agents licensees or invitees) the rent first reserved or a fair proportion (determined by the Landlord) according to the nature and extent of the damage shall be suspended until the Premises shall again be fit for occupation and use or (if earlier) until the expiration of the period for which the Landlord has Loss of Rent insurance

6.5 Disputes

Any dispute arising as between the Tenant and the tenants or occupiers of other parts of the Building in relation to this Lease or the Premises shall be decided by the Landlord acting as an expert whose decision on matters of fact shall be binding upon all parties to the dispute

6.6 Disclaimer

The Landlord shall not be responsible for any loss accident or damage sustained at the Building nor shall the Tenant have any claim against the Landlord for any stoppage of or interruption in the provision of any services or for obstruction or interruption of any easement or right granted by this Lease by any reason outside the reasonable control of the Landlord or by any works of alteration repair or replacement or by the maintenance of the plant machinery or installations and the Landlord shall not be liable for any failure by it to observe and perform any obligation it may have to repair the Building unless the Landlord has been given notice of the need for and adequate opportunity to undertake such repair

6.7 Jurisdiction

The Tenant irrevocably submits to the non-exclusive jurisdiction of the Courts of England to settle any disputes which may arise out of or in connection with this Lease

6.8 Notices

Section 196 of the Law of Property Act 1925 (as amended) shall be deemed to be incorporated herein

6.9 Service

Proceedings and notices if posted shall be deemed to be duly served on the Tenant two days after the date of posting

6.10 No warranty as to user

Nothing in this Lease or implied herein or in any Licence or Consent hereafter granted shall be taken to be a covenant warranty or representation by the Landlord that the premises can be lawfully used for the purpose hereinbefore referred to or for any other particular purpose whatsoever

6.11 Enforcement of Landlord's covenants

The covenants on the part of the Landlord contained in and obligations on its part implied by this Lease shall be binding in full upon the owner of the reversion expectant upon the termination of the Term but shall not be enforceable against any person who has owned such reversion after it shall have parted with all interest therein

6.12 Termination on serious damage

If the Premises or the Building are damaged or destroyed by an Insured Risk so as to become unfit for occupation and use and the Landlord is prevented for any reason whatsoever from re-instating them for more than one year after the date of the damage or destruction then the Landlord or the Tenant may at any time thereafter by written notice given to the other

party determine this demise but without prejudice to the rights of either party in respect of any antecedent breach and the Landlord shall become the absolute owner of all of the insurance monies received under the policy or policies of insurance effected by the Landlord

6.13 Contracts (Rights of Third Parties) Act 1999

No person other than a contracting party may enforce any provision of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999

6.14 Opening Hours

The Landlord agrees that the Tenant or any subtenant may trade from the Premises 24 hours a day 7 days a week

6.15 Exclusion of Sections 24-28 of the Landlord & Tenant Act 1954

6.15.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) the Tenant or Viktoriia Smolii who was duly authorised by the Tenant to do so made a statutory declaration dated 30 March 2026 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

16.15.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

6.15.3 The parties confirm that:

- (a) the Landlord served a notice on the Guarantor, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) the Guarantor, MD Shahidul Islam, made a statutory declaration dated 30 March 2026 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

16.15.4 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

16.16 Rent Free Period

For the period 1 October 2026 to 31 October 2026 the Rent payable under this lease shall be reduced to a peppercorn only PROVIDED THAT as at 1 October 2026 there are no arrears of Rent or other sums payable by the Tenant under this Lease

I N W I T N E S S whereof this document has been executed as a Deed the day and year first before written

FIRST SCHEDULE

Rights granted

1. A right (in common with the Landlord and all others entitled to the like right):
 - (a) to the free passage and running of water soil gas electricity telephone and other services through and along the pipes drains wires cables and other Service Media which are now or may within the Term be within the Building to and from the Premises;
 - (b) of support and protection for the Premises from the other parts of the Building;
 - (c) the right for the Tenant with servants workmen and others at all reasonable times upon giving three days notice in writing (or in case of emergency at any time without notice) to enter into or upon the Premises immediately adjoining the Demised Premises (to the extent that the same comprise part of the overall Building) for the purposes of:-

(i) repairing cleansing maintaining or renewing any such storage tanks sewers drains and watercourses cables pipes and wires and other conduits or

(ii) repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the premises immediately adjoining and giving vertical lateral or subjacent support shelter or protection to the Demised Premises SUBJECT in either case to the Tenant causing as little disturbance as possible and making good all damage caused to the adjoining premises

SECOND SCHEDULE

Rights reserved

Unto the Landlord and all persons claiming through or under the Landlord and unto all others enjoying similar rights or to whom similar rights may be granted there are expressly EXCEPTED AND RESERVED out of this demise throughout the whole of the Term:

1. The full and free right at any time or times to demolish develop build or rebuild add to alter or otherwise deal with and use the Building and any Adjoining or Neighbouring Premises in such manner to such extent and to such height and for such purposes as may be desired notwithstanding in all or any of such cases any inconvenience which may thereby be caused to the Tenant or other the occupiers from time to time of the Premises or any interference which may thereby be occasioned to the access of light or air to the Premises **PROVIDED THAT** in so doing the Landlord shall cause as little inconvenience or disturbance to the Tenant or any lawful undertenant or other lawful occupier of the Premises as is reasonably practicable in the circumstances and shall not prohibit or unreasonably interfere with or prevent the use of the Premises for the Permitted User

2. The full free and uninterrupted right of running and passage of air gas electricity water and soil and other Services to and from any Adjoining or Neighbouring Premises by and through all Service Media which now are or which at any time during the Term may be in over under passing through or attached to or forming part of the Premises.
3. The right after at least ten days' prior written notice (except in an emergency when no prior notice need be given) to enter upon the Premises with or without contractors and others and all necessary equipment tools and materials in order:
 - (a) to connect up to any such Service Media as are mentioned in paragraph 2 of this Schedule; and
 - (b) to carry out such works to or on the Premises as are mentioned in paragraph 3 of this Schedule and as shall be reasonably necessary to enable the Landlord and the owners tenants and occupiers of the Building or Adjoining or Neighbouring Premises to exercise the right referred to in paragraph 3 of this Schedule PROVIDED ALWAYS that the Landlord shall forthwith upon completion of such works make good to the reasonable satisfaction of the Tenant all or any damage caused to the Premises and the goods chattels fixtures and fittings of the Tenant
 - (c) to inspect such Service Media and such works as aforesaid or to carry out any necessary repairs renewals additions alterations or other works thereto
 - (d) for any reasonable purpose in connection with the proper management of the Building

In exercising any right of entry contained in this Schedule the following provisions shall apply: -

- (a) such right shall only be exercisable by reasonable prior appointment (save in the case of emergency)
- (b) the Landlord shall comply with the reasonable requirements of the Tenant in connection with such entry
- (c) such right shall only be exercisable if the purpose of such entry cannot be reasonably carried out otherwise than with such entry
- (d) during such entry the Landlord shall cause as little damage or disturbance as reasonable practicable to the Tenant or any under-tenant or other lawful occupier of the Premises and shall in any event not prevent the Tenant from carrying out its lawful business from the Premises
- (e) the Landlord shall make good any damage caused by the exercise of such right as soon as reasonably practical

THIRD SCHEDULE

Service Charge

Part A

1. (a) The service charge hereinafter referred to shall be a sum (the "Service Charge") equal to a just proportion fairly attributable to the Premises of the costs expenses and outgoings from time to time incurred or to be incurred by the Landlord in respect of the works matters and things specified in Part B of this Schedule as to each year (the "Accounting Period") commencing on 29 September falling wholly or partly within the Term PROVIDED THAT the Landlord may vary the Accounting Period at its sole discretion at any time during the Term.

- (b) Such just proportion as aforesaid shall be determined from time to time by the Landlord's Surveyor (acting as an independent expert and not as an arbitrator) whose determination shall be final and binding on the parties save for manifest error.
- 2. Subject to paragraph 4 of this Part of this Schedule:
 - (a) the Landlord's auditors accountants or Surveyors (as the Landlord shall from time to time nominate) acting as experts and not as arbitrators shall prior to each Accounting Period prepare and supply the Tenant with a copy of an estimate (the "Interim Charge") of the Service Charge payable for that Accounting Period;
 - (b) the Tenant shall pay the Interim Charge by equal quarterly payments in advance on the usual quarter days in that Accounting Period and so in proportion for any broken period;
 - (c) as soon after the expiry of that Accounting Period as is reasonably practicable the Landlord's auditors or accountants or Surveyors (as so nominated) acting as experts and not as arbitrators shall ascertain and certify by a signed certificate (the "Certificate") the Service Charge in respect of that Accounting Period and a copy of the Certificate shall be served by the Landlord on the Tenant;
 - (d) if the Service Charge as so certified exceeds or falls short of the Interim Charge then immediately upon service of such copy the excess shall be paid to the Landlord by the Tenant or the shortfall shall be credited to the Tenant by the Landlord for the succeeding Accounting Period (as the case may require).
- 3. The Certificate shall contain a summary of the said costs expenses and outgoings actually incurred by the Landlord during the Accounting Period

together with the provision referred to in paragraph 11 of Part B of this Schedule and shall be conclusive evidence for the purposes hereof of the matters which it purports to certify and shall be binding upon the Landlord and the Tenant who shall not be entitled to dispute or question the amount of the said costs expenses and outgoings whether or not such costs expenses and outgoings could have been incurred more cheaply than actually incurred by the Landlord.

4. Notwithstanding the foregoing provisions of this Part of this Schedule:-
 - (a) the first payment of the Interim Charge in respect of the Accounting Period commencing on 29 September 2024 of which the first proportion from the date of completion of this Lease to the next quarter day hereafter shall be paid on or before the date thereof;
 - (b) if and whenever Interim Charge shall not be so prepared and a copy thereof so supplied to the Tenant as required by paragraph 2(a) of this part of this Schedule the Interim Charge may be so prepared and a copy thereof so supplied at any time after the commencement of the relevant Accounting Period whereupon the Tenant shall pay to the Landlord a sum equal to the sum or sums which would have been so payable had the Interim Charge been prepared and a copy thereof supplied as required by the said paragraph.
5. Any determination by an expert referred to in this Part of this Schedule shall be final and binding on the Landlord and the Tenant.
6. The Landlord shall not be concerned in the administration and collection of or accounting for the Service Charge on an assignment of this Lease and accordingly the Landlord shall:

- (a) not be required to make any apportionment relative to the assignment; and
- (b) be entitled to deal exclusively with the Tenant in whom this Lease is for the time being vested (and for this purpose in disregard of any assignment which has not been registered in accordance with clause 4.23).

Part B

Service Facilities or other matters

1. The maintenance of the main structure roof and foundations of the overall Building
2. The external re-decoration and general maintenance of the exterior of the overall Building
3. The maintenance of the curtilage of the overall Building
4. All such works installations acts matters and things as may be considered necessary or advisable in the proper interests of good estate management for the proper maintenance safety amenity and administration of the overall Building, Service Facilities or other matters
5. All management professional and other fees incurred in respect of the provision of services facilities and other matters and the Management of the overall Building

FOURTH SCHEDULE

Covenant by Guarantor

1. The Guarantor covenants with the Landlord as a primary obligation and not merely as guarantor and subject always to the provisions of section 24(2) of the Landlord and Tenant (Covenants) Act 1995:-
 - 1.1 that the Tenant will pay the rent promptly and perform all its other obligations under this Lease
 - 1.2 to make good to the Landlord on demand all losses occasioned by any breach of paragraph 1.1 above
 - 1.3 if this Lease is disclaimed in circumstances in which the disclaimer brings it to an end and if the Landlord so requires by written notice to the Guarantor within twenty-eight days of the date of the disclaimer to take a new Lease of the Premises for the residue of the Term as at the day preceding the disclaimer on the same terms as this Lease
 - 1.4 if the Landlord does not require the Guarantor to take a new underlease pursuant to paragraph 1.3 above to pay to the Landlord on written demand a sum equal to the rents and other sums that would have been due under this Lease but for the disclaimer for a period of six months from the date of disclaimer or if earlier the date on which the Landlord grants a new underlease of the Premises to a third party and any rent free period thereunder has expired
2. The Guarantor's liability shall not be discharged or diminished by:-
 - 2.1 any neglect or forbearance by the Landlord in enforcing payment of rent or performance of the Tenant's obligations

- 2.2 any refusal by the Landlord to accept rent following a breach of covenant by the Tenant
- 2.3 any time given to the Tenant
- 2.4 any variation of this Lease or any consent given under it whether or not the Guarantor knows of the same (and the Guarantor's liability will extend to the Lease as varied so far as permitted by the Landlord and Tenant (Covenants) Act 1995)
- 2.5 any surrender of part of the Premises (except that the Guarantor's liability will be limited to that part not surrendered)
- 2.6 any other act or omission by the Landlord which in the absence of this provision would discharge or diminish the Guarantor's liability hereunder
- 3. The Guarantor further covenants with the Landlord while any sums are owing to the Landlord by the Tenant or the Guarantor:-
 - 3.1 not to claim in any liquidation bankruptcy composition or arrangement of the Tenant in competition with the Landlord
 - 3.2 to hold all security and the proceeds thereof it may have at any time over any property or assets of the Tenant on trust for the Landlord
 - 3.3 not to permit any set off or counter claim by or in respect of any liability of the Tenant to the Guarantor
 - 3.4 to pay all sums to the Landlord free from any set off or counter claim
- 4. The benefit of this guarantee shall enure for the successors in title to the Landlord without the necessity for any assignment of it

FIFTH SCHEDULE

Review of Rent

Definitions

In this Schedule the following expressions shall have the following meanings:

“Annual Rent” rent at an initial rate of £42,000 and then as revised pursuant to this lease

“Contractual Term” a term of years beginning on, and including the date of this lease and ending on and including 31 March 2031

“Review Date” shall mean 1 October 2028

“President” is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the Surveyor is the independent valuer appointed pursuant to clause 1.7

1.1 The Annual Rent shall be reviewed on the Review Date to be greater of:

1.1.1 the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;

1.1.2 the open market rent agreed or determined pursuant to this clause

1.2 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor

1.3 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Demised Premises could reasonably be expected to be let:

- (a) In the open market;
- (b) At the relevant Review Date;
- (c) On the assumptions listed in clause 1.4; and
- (d) Disregarding the matters listed in clause 1.5

1.4 The assumptions are:

1.4.1 the Demised Premises is available to be let in the open market:

- (a) by a willing lessor to a willing lessee;
- (b) as a whole;

- (c) with vacant possession;
- (d) without a fine or a premium;
- (e) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of five years commencing on the relevant Review Date, if longer; and
- (f) otherwise on the terms of this Lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent, and other than the provision in this Lease for the Rent Free Period;
- (g) the willing lessee has had the benefit of any rent free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Demised Premises;
- (h) the Demised Premises may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this Lease;
- (i) the Tenant has fully complied with its obligations in this Lease;
- (j) if the Demised Premises or any other part of the Building or any Conduits serving the Property, has been destroyed or damaged, it has been fully restored;
- (k) no work has been carried out on the Demised Premises or any other part of the Building that has diminished the rental value of the Property (other than work carried out in compliance with clause 4.5);
- (l) any fixtures, fittings, machinery or equipment supplied to the Demised Premises by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Demised Premises; and
- (m) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of any option to tax under Part 1 of Schedule 10 of the VATA 1994 in relation to the Demised Premises

1.5 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Demised Premises;
- (b) any goodwill attached to the Demised Premises by reason of any business carried out there by the Tenant or by any

authorised undertenant or by any of their predecessors in business;

- (c) any effect on rent attributable to any physical improvement to the Demised Premises and Conduits within or exclusively serving the Property carried out before or after the date of this Lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
- (d) any effect on rent of any obligation on the Tenant to fit out the Demised Premises or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
- (e) any statutory restriction on rents or the right to recover them

1.6 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date

1.7 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this Lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

1.8 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purposes of reaching a decision

1.9 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 1.6 shall the apply in relation to the appointment of a replacement

1.10 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by

the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise bear their costs in connection with the rent review

- 1.11 The Landlord and the Tenant shall otherwise each bear their costs in connection with the rent review
- 1.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from and including that Review Date shall continue at the rate payable immediately before that Review Date, no later than five working days after the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay;
 - 1.12.1 the shortfall (if any) between the amount that it has paid for the period from and including the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed and determined on or before that Review Date; and
 - 1.12.2 interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed and determined on or before that Review Date and the date payment is received
- 1.13 Time shall not be of the essence for the purposes of this clause
- 1.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent
- 1.15 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this Lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum

EXECUTED as a DEED by
KI KWAN STEVEN IP
in the presence of:-

Signed by:

528838B0078C4F9.....

Witness Signature: 
B254EC92FE234AC...

Witness Name: Miss wong Kin Lai

Witness Address: Room 1102,
nan fung centre,
Tsuen wan

Witness Occupation: clinic nurse