DATED 4 January 2001

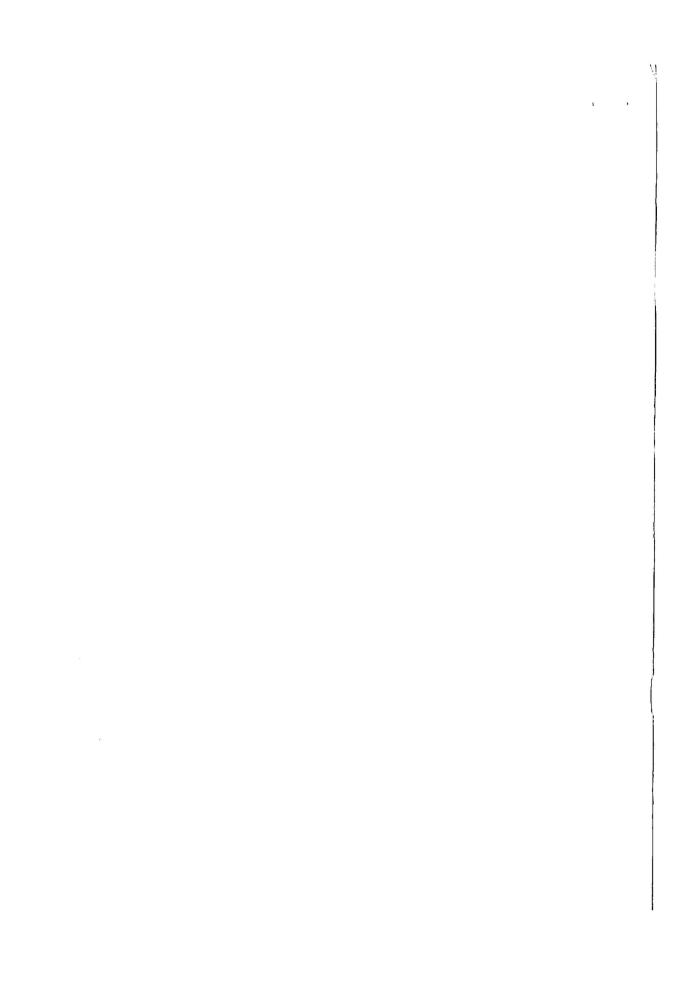
ST CHARLES PROPERTY INTERNATIONAL LIMITED (1)

A K TOOR ESQ (2) S B MIRZA ESQ (3)

Counterpart/
LICENCE TO ASSIGN
premises known as

11 Kentish Town Road London, NW1

Adler & Co.,
Solicitors,
De Walden Court,
Suite 4,
85 New Cavendish Street,
London, W1M 7RA.
DX 44613 Mayfair.
Direct Tel: 020 7637 3878
Main Tel: 020 7637 3870
Fax: 020 7637 3870
Ref: S0031.LTA



THIS LICENCE is made the 4th day of January Two Thousand and One **BETWEEN**:

- (1) ST CHARLES PROPERTY INTERNATIONAL LIMITED whose registered office is at 37Warren Street, London, W1P 5PD ("the Landlord")
- (2) AMARJIT KAUR TOOR of 54 Hendale Avenue, Hendon, NW4 ("the Tenant")
- (3) SHAHID BAIG MIRZA of 3 Abbots Place, West Hampstead, NW6 ("the Assignee")

WITNESSES as follows:

- 1. Interpretation
- 1.1 In this Licence the following expressions shall unless the context otherwise requires have the following meanings:
 - "Assignment" means the assignment of the Lease by the Tenant to the Assignee pursuant to this Licence
 - "Landlord" includes the immediate reversioner from time to time to the Lease
 - "Lease" means the lease of the Premises briefly described in the Schedule and includes any document supplemental to or associated with the Lease
 - "Premises" means the premises briefly described in the Schedule
 - "Term" means the term granted by the Lease and includes any extension holding over or continuation whether by statue agreement or otherwise
- 1.2 In this Licence unless the context otherwise requires:
 - (a) words importing any gender include every gender
 - (b) words importing the singular number only include the plural number and vice versa
 - (c) words importing persons include firms companies and corporations and vice versa
 - (d) where any obligation is undertaken by two or more persons jointly those persons shall be jointly and severally liable in respect of that obligation
 - (e) the headings to the clauses shall not affect the interpretation

2. Grant of Licence

2.1 The Landlord grants to the Tenant its licence to assign the Lease to the Assignee

3. Assignee's covenant

- 3.1 The Assignee covenants with the Landlord that from the date of the Assignment for the remainder of the Term the Assignee will pay the rent reserved by the Lease in accordance with the provisions of the Lease and will observe and perform all the other lessee's covenants and the conditions contained in the Lease
- 3.2 Without prejudice to the generality of clause 3.1 not to assign or underlease the Premises or any part thereof save in accordance with the terms of the Lease and on any such assignment or underlease to procure a covenant by the assignee or underlessee (as the case may be) directly with the Landlord to comply with the provisions of the Lease (save as regards the payment of the rents in the case of an underlease)

4. <u>Validity of Licence</u>

4.1 Unless the Assignment is completed not later than two months after the date of this Licence (as to which time shall be of the essence) this Licence shall be void

5. Continuing Effect of the Lease

- 5.1 This Licence is restricted to the particular Assignment authorised by it and all the covenants and conditions in the Lease shall so far as the law allows remain in full force and effect
- 5.2 Notwithstanding this Licence or the Assignment the Tenant and any guarantor of the Tenant shall remain fully liable to the Landlord under the lessee's covenants and conditions in the Lease

IN WITNESS whereof this Licence has been executed by the relevant parties in the appropriate manner on the date first before written

THE SCHEDULE

Date	Document	Parties	Premises
9th April 1998	Lease	The Landlord (1) and the Tenant (2)	Ground Floor and Basement, 11 Kentish Town Road, London, NW1

SIGNED as a DEED by SHAHID BAIG MIRZA in the presence of:-

W Signature:-

T Name:-

N

E Address:-S S Occupation:

R.D. RATNASINGHAM SOLICITOR

Empowered to Administer Oath