

DATED 12 October 2005

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LAWN POND LIMITED

and

NIALL HEALY
t/as HEALY CORNELIUS DESIGN CONSULTANTS

- of -

2ND FLOOR (FRONT)
31 HATTON GARDEN LONDON
EC1N 8DH

Richard Pearman & Co

[REDACTED]

Tel: [REDACTED]

Fax: [REDACTED]

Ref: c:/VAA.RLB.SL.33583

SUMMARY

Premises	:	2 nd Floor (Front) 31 Hatton Garden London EC1N 8DH more particularly described in Schedule 1
Landlord	:	Lawnpond Limited
Tenant	:	Niall Healy t/as Healy Cornelius Design Consultants
Date of lease	:	12 October 2005
Term	:	Term of three (3) years from and including the 1 day of July 2005 expiring on the 30 day of June 2008
Term Commencement Date	:	1 July 2005
Annual rent	:	£5,200 plus VAT per annum exclusive
Rent Commencement Date	:	1 July 2005
Rent Deposit	:	The Initial Deposit payable pursuant to Schedule 6
Permitted Use	:	Workshop & Office

LEASE

DATE

2005

PARTIES

- 1 **LAWNPOUND LIMITED** (Registered No. 884899) whose registered office is at [REDACTED] (hereinafter referred to as "the Landlord" which expression shall include the person entitled to the reversion immediately expectant on the ending of the term).
- 2 **NIAL HEALY (as HEALY CORNELIUS DESIGNS** of Studio [REDACTED] (hereinafter referred to as "the Tenant" which expression shall include its successors in title and assigns).

THIS DEED WITNESSES as follows:-

1 **Interpretation**

- 1.1 In this Lease, except where the context requires otherwise, the following words and expressions have the following respective meanings:-

the Building: the land and buildings known as 2nd Floor (Front) 31 Hatton Garden London EC1N 8DH

the Common Parts: any part or parts of the Building not demised or otherwise occupied or not capable of being demised or otherwise occupied by a tenant or occupier including (without prejudice to the generality of the foregoing) Conducting Media;

Conducting Media: sewers, drains, pipes, gutters, wires, cables and other conduits and any related plant and machinery;

Enactment: statutes and subordinate legislation and every regulation, order, by-law or direction made or issued under them including every statutory modification, consolidation and re-enactment and statutory extension thereof for the time being in force;

Insured Risks: fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, subsidence, terrorism and bursting or overflowing of watertanks, apparatus and pipes and such other risks as the Landlord may require (but excluding any risks in respect of which from time to time insurance is not available in the normal market at a reasonable premium);

Outgoings: all existing and future rates, taxes, duties, charges, assessments, charges for utilities and other services and outgoings whatsoever (whether or not of a capital or non-recurring nature) excluding business rates payable in respect of the whole or any part of the Building;

Services: the services including those services referred to at Schedule 5 of this Lease that the Landlord deems necessary to provide in the interests of good estate management and for the proper use and enjoyment of the Premises by the Tenant.

Utilities: the transmission of water, electricity, gas and telecommunications;

VAT: Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it);

1995 Act: the Landlord and Tenant (Covenants) Act 1995.

2003 Order: The Regulatory Reforms (Business Tenancies) (England & Wales) Order 2003

1.2 The words and expressions used in the summary shall have effect in this Lease unless the context requires otherwise.

1.3 References in this Lease to:-

1.3.1 any right of (or covenant to permit) the Landlord to enter the Premises shall also be construed as entitling the Landlord to remain on the Premises with or without equipment and permitting such right to be exercised by all persons authorised by the Landlord,

1.3.2 rent or other sums are references to such sums exclusive of VAT;

1.3.3 where a party consists of two or more persons the obligations of such persons shall be joint and several;

1.3.4 headings to clauses and titles to sub-clauses are for convenience only and do not affect the interpretation of this Lease;

1.3.5 the consent of the Landlord is to an unqualified consent in writing signed by or on behalf of the Landlord.

2 Demise and Rents

2.1 In consideration of the rents reserved by this Lease and the covenants on the part of the Tenant the Landlord demises the Premises to the Tenant for a term of years detailed in the Summary yielding and paying therefor by way of rent:-

2.1.1 first, from the date hereof until the yearly rent of £5,200.00 payable by equal quarterly payments in advance on the usual quarter days the first such payment in respect of the period from the Rent Commencement Date until and including the day preceding the quarter day next following to be made on the Rent Commencement Date;

2.1.2 secondly, within 7 days of receipt of written demand, by way of further rent, an amount equal to the costs and expenses which the Landlord from time to time incurs in effecting and maintaining insurance pursuant to Clause 4.3 or (if the Premises are insured with other premises on the Estate) a due proportion of all costs and expenses which the Landlord from time to time incurs in effecting and maintaining such insurance (including, without limitation, the cost of valuations for insurance purposes);

2.1.3 thirdly, from the Term Commencement Date the service charge of £646.00 plus VAT per annum, the first payment in respect of the period from the Term

Commencement Date until and including the day preceding the quarter day next following to be made on the date hereof;

- 2.1.4 fourthly, on demand interest at 4% per year above the base rate of HSBC Bank PLC on any sum which is overdue for 7 days after its due date calculated (both before and after any judgment) from the due date until payment;
- 2.1.5 fifthly, all VAT payable in respect of any sum payable under this Lease to be payable contemporaneously with the sum to which it relates;
- 2.1.6 sixthly, any other sum due to the Landlord under the terms of this Lease;
- 2.1.7 seventhly, the Rent Deposit and any sums payable in accordance with Schedule 6.
- 2.2 The rights set out in Schedule 2 are granted to the Tenant and the rights set out in Schedule 3 are excepted and reserved for the Landlord and all persons authorised by the Landlord.
- 2.3 This Lease is granted subject to all easements, quasi easements and rights affecting the Premises.

3 Tenant's Covenants

The Tenant covenants with the Landlord throughout the term:-

3.1 Rent

- 3.1.1 To pay the rents reserved by this Lease on the days and in the manner set out in Clause 2 (by standing order if requested) without deduction or set-off.
- 3.1.2 To pay the yearly rent and service charge by equal quarterly payments in advance on the usual quarter days.

3.2 Compliance with Enactments and Service Charge Adjustment

- 3.2.1 The Tenant shall pay and discharge all Outgoings payable at any time in respect of the Premises or any part of them.
- 3.2.2 To comply with all Enactments and the requirements of any government department, local authority or other competent authority in respect of the Premises, their use and occupation, employment of personnel in them and any work being carried out to them (whether the requirements are imposed upon the owner, lessee or occupier).

3.3 Notices

Forthwith following receipt to give to the Landlord a certified copy of any communication from any government department, local authority or other competent authority and without delay to comply in all respects at the Tenant's cost with the provisions thereof.

3.4 Repair

To keep the Premises in good and substantial repair and condition throughout the term (damage by any of the Insured Risks excepted save to the extent that the insurance effected by the Landlord shall have been vitiated, avoided or forfeited because of some act or default of the Tenant or of any person deriving title over, under or through the Tenant or of its or their servants or agents).

3.5 Decoration and general condition

3.5.1 To keep the Premises maintained in good decorative order and clean and tidy.

3.5.2 At the end or sooner determination of the term to yield up the Premises with vacant possession.

3.5.3 To redecorate the Premises in the last three months of the term (howsoever determined) the colour and method of which in the last year of the term shall be approved by the Landlord acting reasonably.

3.6 To permit entry

To permit the Landlord at all reasonable times on reasonable prior notice (except in an emergency) to enter the Premises in order to give effect to any proper purpose connected with the interest of the Landlord in the Premises or the Building provided always that in respect of any entry in accordance with this sub-clause the Landlord shall make good all damage thereby caused to the Premises as soon as reasonably practicable.

3.7 Compliance with notices relating to repair or condition

3.7.1 To comply with any notice requiring the Tenant to remedy any breach of the tenant's covenants and conditions contained in this Lease.

3.7.2 If the Tenant shall not within three months comply with any such notice to permit the Landlord and any authorised person to enter the Premises to remedy the breach.

3.7.3 To pay to the Landlord on demand any costs and expenses properly incurred by the Landlord pursuant to the provisions of this Clause 3.7.

3.8 Alterations

3.8.1 Not to make any improvements, alterations or additions of any nature to the Premises or to their Conducting Media.

3.8.2 Notwithstanding Clause 3.8.1 the Tenant may with the consent of the Landlord (which will not be unreasonably withheld) make non-structural alterations to the interior of the Premises;

3.8.3 The Tenant will (unless requested not to do so) at the end or sooner determination of the term to the reasonable satisfaction of the Landlord:-

3.8.3.1 reinstate all alterations and additions to the Premises;

3.8.3.2 remove all wires and cables installed by or on behalf of the Tenant in any part of the Building.

3.9

Use

3.9.1

Not to use the Premises otherwise than for the Permitted Use.

3.9.2

Not to use the Premises for any dangerous, noxious, noisy, illegal, offensive or immoral trade, business or activity or in such a way as to cause nuisance, damage, injury or annoyance to the Landlord or the occupiers of the Building and/or any adjacent or nearby building.

3.10

Insurance

3.10.1

To comply with the recommendations or requirements of the insurers of the Premises and the local fire officer.

3.10.2

If the Premises are damaged or destroyed by any risk insured against by the Landlord and the policy of insurance in respect of it is vitiated, avoided or forfeited or the payment of the policy monies or any part of them is refused or withheld by reason of the act or default of the Tenant or any person deriving title under the Tenant or their respective agents, servants or licensees then and in every such case to pay to the Landlord on the date when the policy monies would otherwise have been paid an amount equal to the sum so refused or withheld.

3.10.3

Not to insure the Premises against any risks which are from time to time insured against by the Landlord.

3.11.

Assignments and underletting

3.11.1

Not to assign underlet or otherwise part with or share possession or occupation: of any part of the Premises;

3.11.1.1

to any Group Company; or

3.11.1.2

of the whole of the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and upon the following terms:-

3.11.1.3

PROVIDED THAT:

3.11.2

upon any permitted assignment (if required by the Landlord) to obtain from the proposed assignee an undertaking in writing addressed to the Landlord to pay all outstanding arrears properly due of rent of whatever kind and the insurance and service charge applicable to the Premises within fourteen days of the demand for such payment and to remedy breaches of the tenants covenants hereunder within a reasonable time specified by the Landlord having regard to the nature of the said breaches;

3.11.2.1

upon any permitted assignment or underletting two persons acceptable to the Landlord as guarantors shall (if reasonably required by the Landlord) join in the licence as sureties for the assignee or underlessee and shall covenant with the Landlord to observe and perform the covenants and conditions of this Lease (subject to the provisions of the 1995 Act) for the remainder of the Term;

3.11.2.2

every assignee or underlessee shall join in the licence to covenant with the Landlord to observe and perform the covenants and conditions in this Lease contained (including a covenant not to further assign or underlet or part with or share possession or occupation of (i) any part of the Premises in any circumstances or (ii) the whole of the Premises except upon the terms and subject to the condition of this present sub-clause) and in the case of an assignment to pay the rents hereby reserved;

3.11.2.3

- 3.11.2.4 the Tenant together with any other person in whom the term created by this Lease shall previously have been vested and who has not been released from liability hereunder by virtue of Section 11 of the 1995 Act shall by deed under seal enter into an authorised guarantee agreement with the Landlord in respect of the assignee which shall satisfy the reasonable requirements of the Landlord
- 3.11.2.5 on the grant of any permitted underlease to obtain:
- 3.11.2.5.1 an unqualified covenant on the part of the underlessee not to assign sub-let or part with or share possession or occupation of part only of the property thereby demised; and
- 3.11.2.5.2 a covenant by the underlessee not to assign underlet or part with or share possession or occupation of the whole or any part of the premises; and
- 3.11.2.5.3 such covenants by the underlessee which the Tenant hereby undertakes to enforce so as to prohibit the underlessee from doing or suffering any act or thing upon or in relation to the premises demised by the underlease which will contravene any of the Tenant's obligations in this Lease; and
- 3.11.2.5.4 a condition for re-entry on breach of any covenant on the part of the underlessee;
- 3.11.3 PROVIDED ALWAYS and it is hereby expressly agreed and declared that if the Landlord shall not be satisfied that:-
- 3.11.3.1 the rent to be reserved by a proposed underlease is a full current market rack rent (and at a rent not less than the rent payable under the terms of this Lease); and/or
- 3.11.3.2 such proposed underlease contains provisions for the periodic review of the rent thereby reserved in an upward direction only at intervals not less frequent than provided for under this present Lease reasonably obtainable to the full current market rack rent; and/or
- 3.11.3.3 such proposed underlease contains satisfactory provisions which comply with this present clause;
- THEN the Landlord may refuse its consent to the grant of such proposed underlease and such refusal shall not be considered to be an unreasonable withholding of consent to an underletting under this sub-clause

3.11.4. **Registration**

Within the month following any dealing with or transmission of any interest under this Lease or derivative on it or the execution of any document dealing with that interest, the Tenant will deliver to the Landlord a copy (certified by a firm of solicitors as a true copy of the original) of the document evidencing or effecting that dealing or transmission together with any reasonable registration fee which the Landlord may require and any fee which may be payable to any superior landlord. The Tenant will ensure that every underlease of the Premises contains a similar covenant by the undertenant with the Tenant and the Landlord. However, registration of any such document will be evidence of notification to the Landlord of that transaction but will not require the Landlord to consider the terms of that transaction and will not be evidence that the Landlord has done so.

3.11 **Payment of cost of notices, consents, etc**

To pay on demand all proper costs (including counsels', solicitors', surveyors' and bailiffs' fees) incurred by the Landlord in and incidental to:-

- 3.11.1 the preparation and service of a notice under section 146 Law of Property Act 1925 or in connection with any proceedings under section 146 or 147 of that Act

notwithstanding that forfeiture is avoided otherwise than by relief granted by the court; and

- 3.11.2 every application for consent, licence or approval under this Lease whether or not the application is withdrawn or properly refused.

3.12 **Title Matters**

To observe and perform all covenants, conditions or other matters contained or referred to in any deed or document contained in Schedule 4.

3.13 **Non-obstruction**

- 3.13.1 Not to obstruct any of the Common Parts.

- 3.13.2 Without prejudice to the generality of Clause 3.14.1 not to deposit or leave refuse in the Common Parts.

3.14 **Indemnity**

To indemnify the Landlord against all actions, costs, claims, demands and expenses arising as a result of any breach or non-observance of the Tenant's covenants in this Lease or by reason of any act or default of the Tenant or any person deriving title under the Tenant or their respective agents, servants or licensees.

4 **Landlord's Covenants**

The Landlord covenants with the Tenant:-

4.1 **Quiet enjoyment**

The Tenant paying the rents reserved by this Lease and observing and performing the covenants on its part may peaceably hold and enjoy the Premises without any lawful interruption by the Landlord or any person claiming through under or in trust for it.

4.2 **Services**

The Landlord shall use reasonable endeavours to carry out or otherwise perform the Services so far as it is lawfully able to do so.

4.3 **Insurance**

- 4.3.1 Subject to any excesses, exclusions or limitations imposed by the insurers the Landlord shall insure in respect of (1) loss or damage to the Building by the Insured Risks for the full reinstatement cost making such allowances as the Landlord may properly require (2) loss of the yearly rent for not less than two years and (3) third party and public liability and any other proper risks relating to the management of the Building and the provision of services to it.

- 4.3.2 At the reasonable request of the Tenant the Landlord shall produce evidence of the insurances effected pursuant to Clause 4.3.1

5 **Further Provisions**

5.1 **Forfeiture and re-entry**

Without prejudice to any other remedies and powers contained in this Lease or otherwise available to the Landlord if:-

- 5.1.1 the whole or part of the rents shall be unpaid for fourteen days after becoming payable; or
- 5.1.2 any of the Tenant's covenants in this Lease are not performed or observed; or
- 5.1.3 the Tenant or any guarantor in respect of the obligations of the Tenant (or if more than one person any one of them) 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 acquires limited liability or being a company incorporated outside the United Kingdom is the subject of any proceedings or events analogous to those referred to in this sub-clause in the country of its incorporation; or
- 5.1.4 the Tenant (or if more than one person any one of them) being an individual is the subject of a bankruptcy petition or bankruptcy order or of any application or order or appointment under Section 253 or Section 273 or Section 286 Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or dies or enters into or makes any proposal to enter into any arrangement or composition for the benefit of his creditors

the Landlord may at any time thereafter (and notwithstanding the waiver of any previous right of re-entry) re-enter the Premises whereupon this Lease shall absolutely determine but without prejudice to any Landlord's right of action in respect of any antecedent breach of the Tenant's covenants in this Lease.

5.2 **No implied warranty**

Nothing contained or implied in this Lease or in any such licence, consent or approval is to be taken to be a warranty or representation by the Landlord that the Premises are fit to be used for any purpose permitted by this Lease.

5.3 **Notices**

In addition to any other mode of service any notices to be served under this Lease shall be validly served if served in accordance with Section 196 Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or (in the case of any notice to be served on the Tenant) by sending it to the Tenant at the Premises.

5.4 **Rent Cesser**

If and whenever during the Term:-

5.4.1 the Premises (other than the Tenant's plant and equipment and trade fixtures) or the Common Parts necessary for the Tenant to exercise the rights set out in Schedule 2 are damaged or destroyed by any of the Insured Risks so that the Premises are incapable of occupation and use; and

5.4.2 the insurance of the Premises or the payment of any insurance money has not been vitiated, avoided or forfeited by the act, neglect, default or omission of the Tenant or of any person deriving title under or through the Tenant or their respective servants agents and invitees

the rent first reserved by this Lease or a fair proportion of it according to the nature and extent of the damage sustained shall be suspended and cease to be payable from the date of destruction or damage until the Premises are made fit for substantial occupation and use and any dispute about such suspension shall be referred to the award of a single arbitrator to be appointed in default of agreement on the application of the Landlord or the Tenant to the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996.

5.5 **Determination**

If at any time during the term the Premises shall be so destroyed or damaged as to be substantially unfit for occupation and use and are not reinstated within six months of the happening of the damage either the Landlord or the Tenant may by one month's notice given to expire at any time determine this Lease and on the expiry of such notice this Lease shall determine without prejudice to any rights or remedies which may then have accrued in respect of any breach of any of the covenants or provisions contained in this Lease and the Landlord shall be entitled to retain in full the insurance money.

5.6 **Declaration**

5.6.1 The parties certify that there is no agreement for lease to which this Lease gives effect.

5.6.2 No term of this Lease may be enforced solely by virtue of section 1 of the Contracts (Rights of Third Parties) Act 1999.

5.7 **Break Clause**

5.7.1 The Tenant may determine this lease on the expiry of six months of the Term only by serving on the Landlord not less than two months' prior written notice to that effect.

5.7.2 This Lease shall only determine as a result of notice served by the Tenant under Clause 5.7 if:-

5.7.2.1 That notice has been served strictly in accordance with that clause;

5.7.2.2 On the intended date of determination the Tenant gives vacant possession of the Premises to the Landlord;

- 5.7.2.3 On the intended date of determination the Tenant has paid the rents reserved by this Lease.
- 5.7.3 The Landlord may in its absolute discretion waive compliance with all or any of the conditions set out in Clause 5.7
- 5.7.4 If the provisions of this Clause 5.7 are complied with then upon the date specified in Clause 5.7 this Lease shall determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Lease.
- 5.7.5 Time is of the essence in respect of this Clause 5.7.
- 5.7.6 Any notice of determination served under this Clause 5.7 shall be irrevocable.
- 5.7.7 On the intended date of determination the Tenant shall send to the Landlord the original of this Lease and any other title document to the Premises but it is expressly acknowledged that any failure to comply with this obligation does not affect determination of this Lease.

Executed as a deed and delivered on the date set out at the head of this Lease

SCHEDULE 1 **The Premises**

That part of the Building known as 2nd Floor (Front) 31 Hatton Garden London EC1N 8DH:-

- 1 the internal faces of the walls and columns which enclose the Premises including the plaster paint paper and other decorative finishes thereof;
- 2 the entirety of all walls and columns within the Premises (other than those which are structural or load bearing) and one half of the thickness of any non structural walls dividing the Premises from the other parts of the Building and the internal faces of all structural or load bearing walls and columns within the Premises including the plaster paint paper and other decorative finishes thereof;
- 3 the screed and finish of the floors within the Premises;
- 4 the internal faces of the ceilings of the Premises including the plaster paint paper and other decorative finishes thereof and light fittings therein;
- 5 all doors door furniture door frames and glass in such doors of or within the Premises;
- 6 all sanitary and hot and cold water apparatus (if any) within the Premises (other than such apparatus as forms part of the heating and cooling systems serving the Building as a whole);
- 7 all Landlord's fixtures and fittings (excluding any fire detection fire alarm fire precaution and sprinkler systems) which may at any time be in or upon the Premises; and
- 8 all additions alterations and improvements within the demised premises which may be made during the Term save for such as are Tenant's or trade fixtures.

but excluding the main structure of the Building including the roof and its structural parts of the foundations the external walls and any internal structural walls the structural slabs and joists of the ceilings and floors and any boundary walls and the window frames fitted into the external elevations of the Building and the Common Parts.

SCHEDULE 2
(Rights granted)

1. The right in common with the Landlord, the tenants and occupiers of the Building and all others so authorised by the Landlord of access to the Premises over the part of the Common Parts leading to the Premises designated by the Landlord from time to time for the purpose of access thereto and egress therefrom only.
2. The right (subject to interruption for repair, alteration or replacement) to Utilities to and from the Premises through the Conducting Media that serve the Premises and which are designated by the Landlord from time to time.
3. The use of a refuse storage area in a position to be determined by the Landlord from time to time.
4. As and when available, the right to use such bicycle racks as are made available in a position to be determined by the Landlord from time to time.
5. The right in common with the Landlord the tenants and occupiers of the Building and all others so authorised by the Landlord on prior written notice to the Landlord to use the loading bay in the Building.

SCHEDULE 3
(Exceptions and Reservations)

1. The right to erect or alter or to consent to the erection or alteration of any building for the time being on any part of the Building other than the Premises notwithstanding that such erection or alteration may diminish the access of light and air enjoyed by the Premises and the right to deal with any such property as it may think fit.
2. The right of passage and running of Utilities through the Conducting Media as are now or may after the date of this deed be installed in the Premises and serving or capable of serving other parts of the Building or adjoining or neighbouring property or any buildings now or after the date of this Lease erected on such property together with the right to enter upon the Premises to inspect, repair or maintain any such Conducting Media.
3. The right to enter upon the Premises in connection with the erection, alteration, improvement, repair or maintenance of any such parts or property or building and for such purpose to tie into the structure of the Premises.
4. The right to lay or construct new conduits in the Premises and to connect into such conduits as are now or may after the date of this Lease be installed in the Premises (other than Conducting Media capable of serving only the Premises).
5. The rights and liberties to enter upon the Premises in the circumstances in which in the covenants by the Tenant contained in this Lease permit such entry.

- 6 All easements, quasi-easements, privileges and rights whatsoever now enjoyed by other parts of the Building or adjoining or neighbouring property in, under, over or in respect of the Premises as if such parts or such adjoining or neighbouring property and the Premises had at all times heretofore been in separate ownership and occupation and such matters had been acquired by prescription or formal grant.

SCHEDULE 4
Title Matters

The matters contained or referred to in the property and charges registers of title number

SCHEDULE 5
Services

1. All Outgoings payable by the Landlord in respect of the Building except insofar as the Tenant or any other occupier of the Building is liable for the same.
2. Taking all steps deemed desirable or expedient by the Landlord for complying with, making representations against or otherwise contesting the incidence of the provisions of any legislation for which the Tenant is not directly liable under this Lease.
3. Enforcing or attempting to enforce against any owner or occupier of adjoining or neighbouring premises the payment of any contribution towards anything used in common with the Building.
4. Repairing, renewing, decorating, cleaning, lighting, heating and maintaining the Common Parts, nameboard or other conveniences (including the lifts) which may belong to or be used by the occupiers of the Building in common with other premises near or adjoining it and not forming part of the Premises.
5. Providing hot and cold water, towels and other supplies in the lavatories in the Common Parts where applicable.
6. Providing fire alarm systems, prevention and fighting equipment and any signs, notices or equipment required by the fire authority for the Common Parts and maintaining repairing and, when necessary, replacing such items.
7. All business rates payable by the Landlord in respect of the whole or any part of the Building except insofar as the Tenant or any other occupier of the Building is liable for the same
8. The proper and reasonable fees of the Landlord and/or the Landlord's agents in respect of the general supervision and management of the Building.
9. VAT payable in respect of any of the charges and expenses referred to in the other paragraphs of this Schedule 5.
10. Providing any other service or amenity or matter which the Landlord in its reasonable discretion shall think proper for the better and more efficient management and/or use of the Building and the Common Parts or for the comfort

and convenience of the generality of the tenants and their agents, servants and invitees visiting the Building.

SCHEDULE 6 Rent Deposit

Definitions and interpretation

10.1 In this Schedule the following words and expressions shall have the following meanings unless the context requires otherwise:-

the Deposit Account: an interest bearing account for the benefit of the Tenant at such bank or other institution as the Landlord shall from time to time decide;

the Deposit Balance: the amount from time to time held in the Deposit Account for the credit of the Tenant;

Interest: all interest credited to or available to be credited to the Deposit Balance from time to time;

Initial Deposit: £900.00 or such other sum required by the Landlord from an assignee following a lawful assignment of the Lease;

Secured Sums: means:-

- (a) the rents reserved by and all other sums payable under this Lease which have not been paid within the relevant grace period under the Lease after the due date for payment;
 - (b) in the event of forfeiture or disclaimer of this Lease by way of liquidated damages the rents and other sums which would have been payable under this Lease (had it not been forfeited or disclaimed) for the period of six months from the date of disclaimer or forfeiture;
 - (c) in the event of any breach or non-performance of the Tenant's obligations under this Lease, such sums as would meet (or, if the Deposit Balance is insufficient, would go towards meeting) the loss suffered by the Landlord in respect of such breach (including all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings made or brought, and all costs, disbursements and expenses incurred);
 - (d) all legal costs and other fees and expenses properly incurred by the Landlord in enforcing the terms of the Lease or this Deed;
- together in each case with an amount equal to such VAT as is or would have been properly chargeable thereon.

11 Landlord's covenants

11.1 The Landlord covenants with the Tenant:-

11.1.1 to pay the Initial Deposit into the Deposit Account;

- 11.1.2 to act in connection with the Deposit Balance in accordance with this Schedule;
- 11.1.3 promptly to notify the Tenant upon each occasion that it draws monies from the Deposit Account in accordance with the terms of this Schedule;
- 11.1.4 subject to the proviso contained in paragraph 7 to repay the Deposit Balance [together with all Interest (subject to deduction of such tax as may be required by law to be deducted and of any bank charges or other expenses payable in respect of the Deposit Account), to the Tenant on the date calculated pursuant to paragraph 7;

12 **Withdrawals**

- 12.1 Only the Landlord may withdraw monies from the Deposit Account.
- 12.2 The Landlord shall be entitled to withdraw monies from the Deposit Account in order to indemnify the Landlord against all and any Secured Sums.
- 12.3 The Landlord shall be entitled to withdraw the Rent Deposit plus any accrued Interest in the even that the Tenant is declared Bankrupt or enters Liquidation.
- 12.4 Any withdrawal by the Landlord from the Deposit Account shall be without prejudice to any other rights or remedies of the Landlord pursuant to this Lease, under statute or at common law and (without prejudice to the generality of the foregoing) shall not be deemed to be payment of rent so as to prejudice the Landlord's rights of re-entry contained in the Lease.

13 **Tenant's acknowledgement**

The Tenant acknowledges the Landlord is authorised to deal with the Deposit Balance in accordance with the terms of this Schedule.

14 **Tenant's covenants**

The Tenant covenants with the Landlord:-

- 14.1 to pay the Initial Deposit on demand;
- 14.2 without prejudice to its obligations under the Lease to pay the Secured Sums to the Landlord on demand;
- 14.3 to make such payments (whether directly to the Deposit Account or to the Landlord for payment in to the Deposit Account) on demand as are necessary to maintain the sum in the Deposit Account throughout the Term at a level equal to the Initial first reserved from time to time during the term;

15 **Charge of the rent deposit**

15.1 The Tenant warrants to the Landlord that the Initial Deposit is free from any charge or incumbrance save as mentioned in paragraph 6.2.

15.2 The Tenant charges and assigns to the Landlord with full title guarantee:-

15.2.1 the Initial Deposit,

15.2.2 the Deposit Balance and

as security for payment of the Secured Sums

15.3 The Initial Deposit, and the Deposit Balance and all interest shall (pending withdrawal by the Landlord in accordance with the terms of this Schedule and subject to the provisions of paragraph 8) be the property of the Tenant but subject to the charge contained in paragraph 6.2.

15.4 Any monies withdrawn from the Deposit Account by the Landlord in accordance with this Schedule, shall by virtue of the withdrawal, be freed from the said charge and become the absolute property of the Landlord.

15.5 The security created by paragraph 6.2 shall be a continuing security to the Landlord and shall be in addition to and shall not operate so as in any way to prejudice or affect the obligations of the Tenant or any other rights of the Landlord or any other security interest of the Landlord as regards the Tenant.

15.6 The provisions of Sections 93 and 103 of the Law of Property Act 1925 will not apply to the security constituted by this Lease, which shall immediately become enforceable, and the power of sale and other powers conferred by Section 101 of the Law of Property Act 1925 (as varied or extended by this security) shall be immediately exercisable at any time after any amount forming part of the Secured Sums falls due for payment and is not paid.

16 **Duration of the deposit**

Provided that upon the relevant date none of the Secured Sums remains unpaid the Landlord shall release the Deposit Balance to the Tenant (less sums withdrawn by the Landlord pursuant to paragraph 4 and tax and bank charges and expenses as referred to in paragraph 3.1.4) within one month after the happening of whichever of the following events first occurs:-

16.1 the date on which the Lease expires or determines (otherwise than in pursuance of the exercise of the Landlord's power of re-entry contained in the Lease or in pursuance of the disclaimer of the Lease by a trustee in bankruptcy or liquidator) and vacant possession of the Premises is yielded up;

16.2 the date of completion of a lawful assignment of the Lease (in full compliance with the terms of Clause 3.11 of the Lease) the Tenant's assignee in respect of whom a guarantee pursuant to clause 3.11.6.1 has been given;

SIGNED as a DEED by
NIALL HEALY
in the presence of:-
Witnesses Signature

[Redacted Signature]

Witnesses Name (In Capitals)

[Redacted Name]

Witnesses Address

..... Alliance Solicitors
..... [Redacted Address]
.....
.....

Witnesses Occupation

..... [Redacted Occupation]