

THE FIFTH SCHEDULE

The Tenant covenants with the Landlord as follows:

- 1.1 To pay the Rent and the Service Charge on the days and in the manner aforesaid without any deductions set off or counterclaim such Rent and Service Charge (save for any payments made on the date hereof in accordance with clauses 3.3 and 3.4) to be paid by direct debit (or in the event that the Tenant does not from time to time or at any time have a bank or similar account upon which a direct debit facility is available by such other method of payment as the Landlord may reasonably approve)

- 1.2 To pay by direct debit (or in the event that the Tenant does not from time to time or at any time have a bank or similar account upon which a direct debit facility is available by such

other method of payment as the Landlord may reasonably approve) to the Landlord or who the Landlord may specify the cost of hot water and space heating provided to the Premises as measured by the central metering system in the Building together with any reasonable associated administration charge with payment to be made in advance of such sum as the Landlord or its agent acting reasonably shall consider appropriate on account of estimated future consumption. In the event that such advance payment exceeds the cost of consumption for the relevant period the excess may at the option of the Landlord be applied towards the costs for the immediately subsequent billing period or refunded to the Tenant. In the event that such advance payment shall be insufficient to discharge the actual cost to pay any such shortfall by direct debit (or such other method of payment previously approved by the Landlord) when demanded by the Landlord or its agent.

- 2.1** From time to time and at all times during the Term to pay (or in the absence of direct assessment on the Premises to repay to the Landlord a fair proportion thereof) and discharge all rates taxes and water and sewerage charges and all assessments and outgoings whatsoever (whether or not of an annual or recurring nature) which are now or may hereafter be assessed charged or payable in respect of the Premises (even if of a novel nature)
- 2.2** Without prejudice to paragraph 2.3 of this Schedule in the event that at any time during the Term
- 2.2.1** an individual water supply meter is installed in the Premises or in an apartment forming part of the Building and an individual billing arrangement for the supply of water is entered into, or
- 2.2.2** the management of the Building is not conducted by a single solvent legal entity
- So that the common billing arrangement in respect of water supply to the Building in place as at the date hereof can no longer apply to all the apartments in the Building then the Tenant shall be responsible for the costs of the installation and connection to the Premises of an individual water supply and also for the costs of such supply and sewerage charges thereafter as required by paragraph 2.1 of this Schedule.
- 2.3** The Tenant shall not save with the prior written approval of the Landlord at any time or under any circumstances disconnect or cause to suffer the disconnection of the Premises from the communal water supply or sewerage system, nor shall the Tenant apply for or other than for reasons beyond the Tenant's control install or cause to be installed at the Premises any individual metering of water or sewerage. In the event that the Premises is removed from the communal water or sewerage system consequent upon events beyond the control of the Tenant, there shall be no change in the Tenant's obligation to make its full proportionate contribution towards the repair, maintenance, restoration or improvement of all parts of the water or sewerage system in under or upon the Building and the Estate, nor the Tenant's proportionate contribution towards the cost of water or sewerage services supplied for the benefit of those parts of the Building and the Estate not included within any Other Lease
- 3.** As often as may be required to repair renew and maintain the Premises and to keep the Premises clean and in good order and condition including the internal surfaces of windows of the Premises and the glass in the same
- 4.** **4.1** As often as may be required and in the last three months of the Term (howsoever determined) to paint and redecorate the Premises in accordance with this paragraph

- 4.2 The painting required by this paragraph is of those interior parts of the Premises which are usually or properly painted and is to be done with at least two coats of good quality paint
- 4.3 The decoration required by this paragraph includes the papering varnishing graining or cleaning with proper and adequate materials of those interior parts of the Premises which are usually so treated
- 4.4 All painting and decoration is to be done in a good and workmanlike manner
5. Regularly to inspect the Premises for Defects and wants of repair for which the Landlord is responsible hereunder and forthwith to notify the Landlord of any such Defects or wants of repair
6. To obtain at the Tenant's expense all licences approvals planning permissions and other things necessary for the carrying out or making of such alterations or additions to the Premises as the Landlord may permit and to comply at the Tenant's expense with the bye-laws and regulations and other matters prescribed by any competent authority either generally or in respect of the specific works involved in such alterations or additions
7. 7.1 To permit the Landlord or its agents during reasonable hours in the daytime with or without workmen to enter the Premises to view their condition and state of repair (and at any time during the last six months before the Termination of the Term upon giving previous notice in writing to enter the Premises to take an inventory of the fixtures therein)
- 7.2 If at any time the Tenant is in breach of any of the Tenant's covenants relating to the repair maintenance or decoration of the Premises the Landlord may serve notice in writing on the Tenant specifying the breach and requiring the Tenant to remedy it
- 7.3 To comply within two months (or sooner if necessary) with any notice served under paragraph 7.2 of this Schedule. The Tenant will not be treated as having complied with any such notice unless and until all work necessary for remedying any specified breach has been completed
- 7.4 If the Tenant is in breach of the obligation under paragraph 7.3 of this Schedule, to permit the Landlord and other persons authorised by it (but without prejudice to the right of re-entry under paragraph 2 of Part II of the Second Schedule hereof) to enter the Premises and to carry out such work as may be necessary for remedying any specified breach
- 7.5 To pay to the Landlord on demand all costs and expenses incurred by the Landlord under paragraph 7.4 of this Schedule (together with such Value Added Tax as may by law from time to time be payable thereon)
8. 8.1 To permit the Landlord and the tenants or occupiers of other apartments in the Building and their respective agents and workmen at reasonable hours in the daytime but only after 48 hours notice (except in emergency) to enter the Premises to execute repairs or alterations to or upon the Estate or the Building such persons making good all damage thereby done to the Premises
- 8.2 At all reasonable times during the Term to permit the Landlord and (as respects work in connection with any neighbouring or adjoining premises) its tenants with workmen and others upon giving previous notice in writing (or in the case of emergency without notice) to enter into and upon the Premises or any part thereof for the purpose of:-

- 8.2.1 viewing the Premises
 - 8.2.2 repairing cleansing lighting and keeping in good order and good condition all roofs foundations damp courses sewers drains pipes cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the Building or any part thereof including without prejudice to the generality of the foregoing the cleaning of the external surface of any windows in the Premises which can reasonably be reached only from inside the Premises
 - 8.2.3 laying down and maintaining repairing replacing and/or testing drainage gas and water tanks pipes and electric wires and cables and other service conducting media and for similar purposes
 - 8.2.4 checking and (if so required) topping up the central heating boiler or tank providing hot water to the Premises
9. Forthwith to repair and make good at the Tenant's expense any damage (other than damage covered by the insurance provided for under paragraph 5 of the Sixth Schedule hereto) to the entrance ways entrance halls staircases landings passages lifts and other common parts of the Building and the contents thereof and the fixtures and fittings thereto or to the Estate caused by the Tenant or the Tenant's servants licensees or by any other person under the control of the Tenant in such manner as the Landlord may direct
10. 10.1 During the last seven years of the Term not to assign transfer under-let or part with possession of the Premises without the previous consent in writing of the Landlord (not to be unreasonably withheld or delayed)
- 10.2 Not at any time during the Term to divide the possession of the Premises by an assignment or underletting or parting with possession of part only of the Premises
- 10.3 Not to permit the Premises to be occupied otherwise than by a Qualifying Person who has first entered into a Residency Agreement
- 10.4 Not to occupy nor to allow any third party to occupy the Premises without first having given at least 28 days prior written notice to the Landlord or its agent of the Tenants intention so to do (together with details of the proposed occupier and his/her solicitors (if any)) so that the Landlord can endeavour to ascertain whether the proposed occupier is a Qualifying Person capable of maintaining an independent and active lifestyle taking full advantage of the facilities offered on the Estate whilst occupying the Premises and in the case of an underletting without first having provided to the Landlord for approval a copy of the proposed tenancy agreement for such underletting
- 10.5 Without prejudice to the foregoing but subject to paragraph 10.5.3 the Tenant shall upon completion of every disposition assignment underletting or other material change in occupation or possession of the Premises (excluding devolution on death and the completion of any mortgage or charge) occurring not earlier than 28 days after the date hereof pay to the Landlord a contingency fee of 1% of the gross sale price or unencumbered open market value (which in default of agreement shall be determined by the Landlord's Surveyor) whichever shall be the greater sum (together with such Value Added Tax as may from time to time by law be required to be added to such fee) and if the said contingency fee shall not be paid within 7 days of the said disposition assignment underletting or parting with possession then the said

fee shall be due and payable by the assignee underlessee or occupier as the case may be such contingency fee to be held by the Landlord for the purposes and upon the terms set out in the Fourth Schedule but provided always that no such contingency fee is payable:

10.5.1 on an assignment to a company within the M&S Group or an assignment from a company within the M&S Group to a person who is not a member of the M&S Group or on any assignment underletting or other disposition occurring within 28 days following an assignment from a company within the M&S Group to a person who is not a member of the M&S Group; or

10.5.2 Where an occupier vacates the Premises because he or she is no longer a Qualifying Person:

- a) in the case of joint occupiers where one occupier vacates the Premises because he or she is no longer a Qualifying Person and the other joint occupier remains in occupation of the Premises with or without a new occupier; or
- b) in the case of joint or sole occupiers where the Premises cease to be occupied at all and no new letting or occupation of the Premises occurs

10.5.3 On the occasion of an underletting of the Premises, save that the Tenant shall pay to the Landlord as a contingency fee a sum equal to 1% of the rent payable for each year of the underletting (or pro-rata for an underletting for a period of less than one year) or, if greater, the open market rent of an apartment in the area in which the Estate is situated similar in size and with similar facilities to the Premises such contingency fee to be payable on or before the commencement of the underletting and in the case of an underletting subsisting for more than one year to be paid annually on the anniversaries of the commencement of the term of such underletting.

10.6 Within 28 days after any assignment underletting mortgage charge Residency Agreement or other material change in occupation or possession of the Tenant's interest in the Premises to provide full details in writing to the Landlord or its managing agent and to produce to the Landlord or its managing agent for registration a certified copy of any document relating thereto and to pay to the Landlord or its managing agent a reasonable fee in respect of each such registration (together with such Value Added Tax as may from time to time by law be required to be added to such fee)

11. To pay all costs and expenses (including legal costs and surveyors fees and such Value Added Tax as may from time to time by law be required to be added thereto) incurred by the Landlord in or in contemplation of any proceedings under Section 146 of the Law of Property Act 1925 (as amended) in respect of the Premises notwithstanding forfeiture is avoided otherwise than by relief granted by the Court and also pay all costs and expenses incurred by the Landlord in relation to the preparation and service of a schedule of dilapidations at the Termination of the Term (including legal costs and fees payable to the Landlord's Surveyor) together with such Value Added Tax as may from time to time by law be required to be added thereto

12. To pay all costs charges and expenses (together with such Value Added Tax as may from time to time by law be payable thereon) which may be incurred by the Landlord or its agents in connection with the recovery of arrears of Service Charge or Rent from the Tenant.

13. Upon receipt of any notice order or direction or other thing from any competent authority affecting or likely to affect the Premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any other person whatsoever forthwith so far as such notice order direction or other thing or the statute or other instrument under or by virtue of which it is issued or the provisions thereof require him so to do to comply therewith at his own expense and forthwith deliver to the Landlord a true copy of such notice order direction or other thing and if so required by the Landlord to join with it in making such representation to that or any other appropriate authority concerning any requirement or proposals adversely affecting the Premises, the Estate or any part thereof as the Landlord may consider desirable and join with the Landlord in any such appeal or application to the Court against such notice order direction or other thing as the Landlord may consider desirable.
14. At all times during the Term to do and execute or cause to be done and executed all such works and to do all such things as under or by virtue of any statute now or hereafter to be passed and bye-laws orders rules and regulations thereunder are or shall be directed or necessary to be done or executed upon or in respect of the Premises or any part thereof and at all times to save harmless and to keep indemnified the Landlord and the Landlord's effects against all claims demands expenses and liability in respect thereof and to pay all costs charges and expenses incurred by the Landlord in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the Premises in obedience to a Notice served by a Local Authority
15. At the expiration or sooner determination of the Term to peaceably surrender and yield up to the Landlord all and singular the Premises together with all additions thereto and all landlords fixtures and fittings (if any) in good tenantable repair condition and decoration
16. The Tenant hereby covenants with the Landlord and with and for the benefit of the tenants from time to time during the currency of the Term of the other apartments and premises comprised in the Building that the Tenant will at all times hereafter during the Term so repair maintain uphold and keep the Premises as to afford all necessary support shelter and protection to the parts of the Building other than the Premises
17. To perform and observe all the covenants conditions and provisions contained or referred to in the Property and Charges Register of the Title number referred to in LR2.1 so far as the same relate to the Premises and are still subsisting and capable of being enforced and to keep the Landlord fully and effectively indemnified from and against all costs reasonably incurred claims demands and liabilities arising from any breach non-performance or non-observance thereof so far as the same relates to the Premises
18. If the payment of the Rent or Service Charge or any other sum due from the Tenant to the Landlord under the provisions of this Schedule is more than fourteen days overdue then without prejudice to any other right or remedy of the Landlord the Tenant shall pay interest at the Prescribed Rate on such payment from its due date until actual payment Provided that the Tenant shall not be entitled to make any deduction or set off against any sum due to the Landlord except to the extent that such sum is not lawfully due