

Robert Austin
and Company

Chartered Surveyors

Our ref: RA/CW/LOCKWOOD.DIL

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23 November 1992

The Company Secretary
R T Tanner & Co Ltd
Wheatsheaf Works
Maxim Road
Crayford
Dartford
Kent DAI 4BQ

Dear Sirs

RE: SCHEDULE OF DILAPIDATIONS RELATING TO UNIT 2 LOCKWOOD CLOSE, LEEDS 11

In accordance with your instructions I confirm that we have inspected the above premises and prepared the following Schedule detailing the present condition of the premises with particular regard to outstanding repairs, dilapidations and decoration.

Date of inspection Monday 23rd November, 1992.

INTRODUCTION

The property forms part of a terrace of single storey factory/warehouse units fronting onto Lockwood Close, and forming part of the Middleton Grove Trading Estate.

The unit comprises a single storey warehouse unit incorporating two storey office, service and toilet facilities to the front elevation. There is a single sliding folding metal loading door to the front elevation providing access to the warehouse. Externally to the front elevation there is a concrete standing area outside the loading door for commercial vehicles, and the remaining areas are tarmac parking for 3 vehicles and concrete paviors providing pedestrian access. The unit is constructed using a single span steel portal frame with brickwork elevations and high level cladding over. The roof comprises profiled asbestos sheeting externally underlined with plastic faced plaster board sheeting, incorporating translucent roof lights. The internal elevations are principally blockwork with high level sheeting to the rear elevation. The warehouse floor is reinforced concrete.

LEASE TERMS

The original lease made between CIN Properties Limited and Lindalan of London Limited (subsequently assigned to R T Tanner & Co Ltd), provides for a term of 21 years from the 29th September, 1973 (lease expiry date 28th September, 1994). The lease is drawn on full repairing terms and in particular Clause 3 (4) provides as follows:

" At the cost and charge of the Lessee from time to time and at all times during the term to repair cleanse put and keep the exterior and interior of the premises and all fixtures additions and improvements thereto including the doors surrounds fascia windows and frames glazing ventilation plant or apparatus (if any) and all other installations and all Lessors' fixtures and fittings thereunto belonging of whatsoever nature and all drains soil and other pipes sewers sanitary and water apparatus glass pavings walls fences and failings and the easements and appurtenances forming part of the premises in good and substantial repair decoration and condition and maintained paved cleansed and amended in every respect (damage by an insured risk only excepted) AND ALSO will when and so often as it shall be necessary to renew any fixtures belonging to the premises substitute other fixtures of a similar description quality and value to the satisfaction of the Lessors AND to deliver up the premises to the Lessors together with all additions and improvements made thereto in the meantime and all fixtures of any kind in or upon the premises and which may during the term of affixed or fastened to or upon the same (except tenants and trade fixtures) in such good and substantial repair decoration and condition in accordance with the covenants on the Lessee's part herein contained with vacant possession at the expiration or sooner determination of the term".

Clause 3 (5), provides for external re-decoration of the premises at 3 year intervals and internal re-decoration at 7 year intervals:

" In the third year of the term calculated from the Twenty-ninth day of September One thousand nine hundred and seventy-three and thereafter in every third year and also in the last year of the term (whether determined by effluxion of time or otherwise) to prepare and paint french polish grain varnish or

Lease Terms Cont....

otherwise treat as the case may be in a good and workmanlike manner all external parts of the premises previously or usually or requiring to be painted french polished grained varnished or otherwise treated respectively and also as often as in the opinion of the Lessors shall be reasonably necessary to clean and wash down the exterior stonework and other finishes to the exterior of the premises and all tiles faiences glazed bricks or polished stone and similar washable surfaces to the satisfaction of the Lessors and by such method as shall be previously approved by the Lessors in writing and in the Seventh year of the term calculated as aforesaid and thereafter in every Seventh year and also in the last year of the term (whether determined by effluxion of time or otherwise) in like manner to paint french polish grain varnish whitewash colour and paper with paper of a suitable quality or otherwise treat as the case may be all internal parts of the premises previously or usually so treated and afterwards grain marble and varnish the parts (if any) usually grained marbled and varnished and also wash distemper paint as aforesaid or repaper the ceilings and walls in the usual manner and to wash down all tiles faiences glazed bricks and similar washable surfaces such paintings (both external and internal) to be with three coats of best quality AND so that the tints colours and patterns of all such works of painting and decoration shall be such as shall be previously approved by the Lessors in writing as to the exterior at all times during the term and as to the interior in the last year of the term".

NOTE: Clause 3 (6), provides that the Lessee is required to contribute one twelfth of the expense of maintaining the service road, ie: Lockwood Close, until taken over by the Local Authority and publically maintained. Lockwood Close is generally in reasonable condition but requires some resurfacing works and attention to footpaths at the present time. We have assumed for the purposes of this Schedule that no further contribution is required to the maintenance of the roadway and footpaths on the basis that it is now publically maintained.

Clause 3 (6),(b), requires the Lessee to contribute a fair proportion towards the cost of repairing maintaining rebuilding any party structures. We are not aware of any areas which could be defined as party structures other than the side walls to the front yard and party walls to the actual warehouse.

Please refer to Appendix I, Photographic Schedule.

EXTERNALLY

1. Partly demolished dwarf wall to front of yard.
2. Cracked section of concrete at entrance to concrete loading standing area.
3. Temporary tarmacadam repair around drain cover.
4. Worn and depressed tarmacadam sections to left and right of concrete standing area.
5. Impact damaged dwarf wall to left hand side.
6. Remove timber batton to wall. (Note: abrasion and some frost damage to remaining brickwork).
7. Coping stones to party wall require rebedding.
8. Remove moss and algae growth from perimeter walls and brickwork to front elevation particularly at low level.
9. Repair/renew metal drip trays to windows
10. Renew impact damaged plastic planking to centre section front elevation and renew impact damaged plastic drip trays.
11. Renew sealant to perimeter of windows to front elevation.
12. Renew sealant to perimeter of windows to first floor.
13. High level asbestos cement cladding sections to the front elevation are discoloured and require preparing and treating with a suitable proprietary paint system. Galvanised fixing bolts have corroded and require rust treatment and possibly renewal.
14. The overflow weirs to the gutters are rusted and require renewal.

15. Brickwork to reveals of loading opening have been scuffed in sections, 10 bricks to replace and minor repointing at low level.

REAR ELEVATION

16. To the rear of the property there is a driveway for fire access, the driveway is generally clear and free, although to the rear of unit 2 it is depressed in sections and requires levelling using crushed stone.
17. The cladding at high level to the rear elevation is discoloured and requires appropriate treatment and over painting with proprietary system. Evidence of rusting to the metal fixings, these should be rust treated or renewed.
18. Remove built up earth in corner adjoining Unit 1 which is over DPC level.
19. Remove rubbish and debris from bund serving oil tank.
20. The external oil tank is rusted and whilst there is no evidence of leaking it requires appropriate rust proofing treatment.
21. Cut out 3 mismatched bricks to the rear elevation adjoining tank and replace to match original.
22. Remove remaining sealant from expansion joint and renew using proprietary sealant.
23. Note staining to brickwork underneath heating vent pipe. Refix heating vent pipe and replace missing top section.
24. Remove masonry rubble externally to side of fire escape door.
25. Thoroughly prepare and re-coat the second vent pipe adjoining fire escape door.
26. Ease and adjust operation of fire escape door.
27. To the side elevation (return to rear elevation of Unit 3) treat cladding as previously. Note: galvanised finish to trim at head of cladding has been lost and now rusting badly.

ROOF

28. Unable to gain access during the course of inspection but from inspection of adjoining roofs forming part of the terrace the exposed metal fixings are rusting and require renewal/rust treatment.
29. Unable to inspect internal gutter sections but based upon external view silt and debris to be removed and it is likely that the internal face of the gutters require rust treatment.
30. To external face of translucent roof lights thoroughly clean and remove ingrained dirt to allow natural light to warehouse and renew damaged/perished rubber seals to junctions of translucent roof lights.

INTERNALLY - WAREHOUSE

31. Clean down plastic faced plasterboard at high level to rear elevation.
32. Party wall adjoining Unit 1 brickwork generally in good condition no significant impact damage or water staining.
33. Party Wall adjoining Unit 3 generally in good condition no significant impact damage or water staining.

Warehouse Roof

34. Wash down stained plastic faced plaster board sheeting and under side of translucent roof lights (it may be necessary to redecorate the plaster board sheets to provide an acceptable standard).

Warehouse Floor

35. Generally in good condition although there are some undulations and minor variations in the level between adjoining concrete sections from original construction. The warehouse floor has been painted and in large part this applied painting system has been worn away, particularly in the main alleyways between racking sections.

36. The warehouse floor is laid in bays and minor breakdown has occurred at the junction of individual bays where heavy traffic has occurred, mainly to the arises being broken down by fork lift truck traffic.
37. In the mid section of the warehouse floor between frames 3 and 4 (counting from the front) there is a crack in the floor possibly originating from the original construction no evidence of any significant breakdown.

Gents Toilets - Warehouse

38. The vinyl tiles to the floor are broken up in sections and require renewing.
39. Quarry tiles to the sanitary fittings require refixing and renewing in sections.
40. There is evidence of water leaks which has stained decorations.

Ladies Toilets

41. The vinyl tiles to the floor are broken up in sections and require renewing. There is evidence of water leaks which have stained the decorations.

Office/Mess Room

42. Vinyl tiles to the floor have broken up in sections and require renewing.
43. Remove redundant loose wiring.

Ground Floor Reception Area

Staircase to First Floor and First Floor Offices

44. These areas are generally in reasonable condition but require redecorating to all previously painted woodwork, plasterwork, ceilings and similar.

Generally

45. The electrical wiring to the property has been amended/extended on various occasions and we would recommend that all redundant wiring is removed and all loose wiring either fixed or conduited in accordance with IEE standards.

46. The premises require re-decorating externally in accordance with the Lease terms.
47. In the warehouse area the only previously painted surfaces are the steel portal frame and the internal face of the loading door and fire escape doors. The only area which requires re-painting at the present time is the internal face and surrounding structure of the loading door.
48. To the toilet and office areas - these areas would benefit from re-decoration at the present time, but in practice we anticipate that they would not be re-decorated until the last year of the Lease, ie: 1994.

Yours faithfully



ROBERT AUSTIN FRICS
ROBERT AUSTIN & CO.