PREPARED FOLLOWING INSPECTIONS ON THE 27 NOVEMBER & 9 DECEMBER 2009

BY

XXXXXX

INTRODUCTION

1.1 To repair

(a) Save as comprised in the Fifth Schedule hereto annexed during the said term to keep the Demised Premises carpets and all fixtures (except Tenant's fixtures) and additions thereto – the alarms security systems lifts fire fighting equipment and any other apparatus or equipment now or at any time hereafter installed in the demised Premises in good and substantial repair and condition to replace all missing keys and as when necessary to make good all damage arising from the removal into or from the Demised Premises of any furniture fittings fixtures goods or effects (damage by any of the insured risks excepted unless such insurance shall be vitiated by any act or default on the part of the Tenant) provided that the tenant shall not be required to keep the Demised Premises in any better state of repair or condition than they are in at the date of this Lease as evidenced by the Schedule of Condition

The lessees obligations to re-decorate are not intended to be limited by way of the Schedule of Condition, and are defined in the draft lease at 1.2 as follows:-

1.2 To redecorate

In every fifth year and in the last year of the Term howsoever determined to paint with two coats of good quality paint or treat as appropriate all wood iron, walls, ceilings and other parts of the interior of the Demised Premises usually painted or treated and upon every such internal painting to treat (with high quality materials of their several kinds then available) all such parts of the Demised Premises which should have been previously so treated such decorations and treatment to be executed in such colours and materials as the Landlord may reasonably require

The demised premises are referred to in the Second Schedule of the draft lease as follows:-

THE SECOND SCHEDULE above referred to

(The Demised Premises)

The Upper Building which for the avoidance of doubt will include:-

- (a) all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Demised Premises (whether originally affixed or fastened to or upon the same or otherwise) except such Tenant's fixtures as can be removed from the said property without defacing the same; and
- (b) the internal window frames glass sash cords doors pipes lifts and electrical and heating installations therein; and

- (c) any pipes wired Conduits that exclusively serve the Demised Premises but are not within the provisions of Clause (b) hereof
- (d) The Upper Building includes the row level and the floors above as show in the plans annexed and edged red thereon
- (e) The internal plaster or other surfaces of any loadbearing walls and columns within the Demised Premises or enclosing or forming boundaries of the Demised Premises
- (f) The whole of any non-loadbearing walls within the Demised Premises or separating the Demised Premises from any non-lettable part of the Building
- (g) One half, severed vertically, of any non-loadbearing walls enclosing or forming boundaries of the Demised Premises with other lettable parts of the Building
- (h) The paint, paper and other decorative finishes of all walls within the Demised Premises and of the internal surface of all walls enclosing or forming boundaries of the Demised Premises
- (i) The flooring, raised floors and floor screeds down to, but excluding, the joists or other structural parts supporting the flooring of the Demised Premises
- (j) The plaster or other surfaces of the ceilings, the whole of any false ceilings within the Demised Premises and the voids between the ceilings and any false ceilings
- (k) The doors, door frames, equipment and fitments and any glass relating to the doors of the Demises Premises
- (l) The sanitary, water, heating, ventilation, sprinkler, hose reel, fire detection, fire fighting, and security apparatus plant, equipment, and machinery within and exclusively serving the Demised Premises, notwithstanding that the same may be comprised in a composite system serving the Building
- (m) All alterations, additions and improvements made to the Demised Premises during the term or during the term of the Previous Lease

The Demised Premises exclude:

- (a) The structural parts, loadbearing framework, roof, foundations and joists of the Building
- (b) Any laodbearing walls and columns within the Demised Premises or enclosing or forming boundaries of the Demised Premises
- (c) Any Conduits, machinery, plant, apparatus or equipment within but not exclusively serving the Demised Premises

The Maintenance Charge provisions are detailed in the Fifth Schedule as follows:-

THE FIFTH SCHEDULE above referred to

(the Maintenance Charge)

The Maintenance Charge shall be seventy five per cent (75%) of the proper costs incurred by the Landlord in providing the following services (the "Services"):-

- (a) Cleansing, repairing decorating maintaining altering and rebuilding renewing resurfacing and replacing all or any part of the Building other than:
- A. the Demised Premises
- B. any other lettable unit

- (b) All rates taxes and assessments in respect of the Building other than those payable in respect of any lettable unit in the Building the responsibility for which is or would be if let that of the Tenant or Occupiers thereof
- (c) The cost of complying with any statutory requirements in connection with the Building and its use
- (d) The proper costs the Landlord incurs in respect of making repairing maintaining rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses party walls party structures party fence walls lift or other conveniences which may belong to or be used for the said building in common with other premises near or adjoining thereto
- (e) The proper costs of taking all steps deemed necessary or expedient by the Landlord (but who shall act reasonably in this respect) in the interests of the tenants in the Building for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets draining or other matters relating or alleged to relate to the said Building for which the Tenant is not directly liable hereunder
- (f) All proper fees and costs incurred in respect of the annual certificate and of accounts kept and audits made for the purpose thereof
- (g) All other proper expenses fees and costs reasonably incurred by the Landlord in connection with or incidental to the provision of the Services including such sums (if any) as the Landlord shall in his reasonable discretion consider appropriate to charge in any Account Year to establish a reserve fund for the replacement of any boilers, lifts, plant, machinery or other apparatus comprised in the Building which are not the responsibility of any tenant in the Building
- (h) The proper fees of the Landlord's Managing Agents (if any) for the collection of the rents from the Tenants in the Building and for the general management thereof in accordance herewith provided that such fees shall at not ime exceed the maximum therefore allowed by the scales authorised for the time being by the Royal Institution of Chartered Surveyors
- (i) The Maintenance Charge shall not include any expenses outgoings or other expenditure relating to:
 - (1) the collection of rents, the review of rents and the letting and re-letting of the Building or any parts of it
 - (2) any parts of the Building intended for letting but which are not so let
 - (3) any costs which shall be met or ought to have been met under any policy of insurance maintained or which ought to have been maintained by the Landlord pursuant to its obligations in this Lease or
 - (4) any cost of recovering or seeking to recover any payments form defaulting tenants

DATES OF INSPECTIONS/WEATHER

The site and premises were inspected on the 27 November and the 9 December in dry weather conditions

LIMITATIONS

The schedule has been prepared in accordance with the conditions of engagement outlined in a letter from XXXXXXXXX XXXXXXXXXXXXXX to Messrs XXXXXXX & XX dated the 25 November 2009. The site and premises are in full occupation, and fully furnished, as solicitors offices throughout, and virtually all floors are concealed with floor coverings or carpeting.

No investigations or enquiries have been made regarding the presence or trace of any potentially environmental damaging materials that may be found in the building, nor have any investigations been made in relation to soil stability, mining or geological conditions, nor have any parts of the site or buildings been opened up for further examination, and a purely visual inspection has been undertaken.

No audits or investigations have been instigated to determine whether high aluminous cement, calcium chloride additives, fibrous asbestos, any other deleterious material, or permanent woodwool shuttering has been used in the construction of the premises.

It is not within the current brief to provide any cost information for the repair of any defects referred to in the schedule, nor to comment upon dilapidations liability.

No specific surveys, or audits, have been undertaken in relation to any matters which might relate to the lessees statutory covenants, such as the Control of Asbestos Regulations 2006, or the Disability Discrimination Act 1995, nor have any fire risk assessments been undertaken, and it is advised that the lessor, and lessee, establish any liabilities for all such matters prior to the commencement of the tenancy.

Unless otherwise stated it is assumed that all necessary planning, building regulation, and other consents, approvals and permissions have been obtained for the construction and current use of the premises, and that there are no outstanding enforcement or other notices, and no investigations have been made to establish any non-compliance with planning, building regulations, or matters relating to the Offices, Shops & Railway Premises Act, the Fire Regulatory (Safety Reform) Order, the Defective Premises Act, or Health & Safety Legislation.

Further, no searches have been made with the National Coal Board or any other statutory bodies or environmental agencies to establish whether the property is likely to be affected by subsidence or other matters relating to environmental issues and/or the immediate environment

THIRD PARTIES

APPENDICES

Sketch accommodation layout plans for each of the four floors are annexed to the schedule, and annotated to reference the various parts of the accommodation to each floor. A photographic schedule, is also annexed, and forms an integral part of, this Schedule of Condition, and all photographs are in CD format for optimum clarity and detail. It is important that the Schedule of Condition is only considered in association with the photographic schedule.

ORIENTATION

References to front and rear, left and right hand, assume that the surveyor is standing in XXXXXXXXX Street facing the front (southerly) elevation of the building, ie the elevation incorporating the main front entrance.

CRACK CLASSIFICATION

Approximate crack width - associated expression

Up to 0.1mm "Hairline"
0.1mm to 1.0mm
1.1mm to 5.0mm
5.1mm to 15mm "Slight"
"Moderate"
15.1mm to 25mm "Severe"

SERVICES

No tests have been made of any of the service installations, (including water, drainage, electricity and gas), nor has any certification been provided for confirmation that service installations, and any appliances, are compliant with any current or proposed legislation.

GLOSSARY OF TERMS

The descriptive and expressive terms of the Schedule which describe the condition of the property are for the purpose of this report defined as follows:-

EXPRESSION DEFINITION

Good In a good condition with no significant soil/wear or other

defections. No repairs presently required.

Satisfactory or lightly Subject to general wear and tear with soiling but is still

serviceable and functioning adequately. Minor and isolated

maintenance repair or cleaning required.

Fair or moderately Subject to several years wear and tear, still serviceable, but with repair work now necessary.

Dilapidated or poor Subject to hard long term wear, having reached, or nearing the end of its useful life. Extensive repair and replacement now required

Signed on behalf of tenant by:-	Signed on behalf of the landlord by:-
Name:	Name:
Company:	Company:
Date:	Date:

ITEM	LOCATION	ELEMENT	DESCRIPTION		CONDITION/REMARKS
1	STREET LEVEL	ENTRANCE & STAIRCASE	The demised premises are accessed from xxxxxxxxx Street via a splayed recessed entrance, below The Row level walkway, which incorporates a central pillar, two hinged wrought iron security gates, white painted walls with a black skirting, and a stone flagged floor; double opening timber doors lead to an inner hallway and staircase, incorporating two flights of steps, with twin brass handrails		There is evidence of rising dampness, and spalling to sandstone work, to the main side walls and central pillar, with associated deterioration to decorative finishes
				1.2	Moderate rusting is evident to both metal gates
				1.3	Pointing to the stone flags is lightly weathered and worn, and partly missing
				1.4	The stone flags are lightly to moderately worn with light exfoliation/delamination to the surfacing of most slabs
				1.5	The timber threshold to the double opening inner doors is split and broken
				1.6	Eight end caps are missing to the four brass handrails
				1.7	Entrance matting is lightly to moderately worn

2	GROUND FLOOR	RECEPTION (ZONE TWO)	Carpeted floor; flush panelled ceiling with eight down lights; display recess to westerly wall; oak framed Jacobean staircase with two quarter landings; ornate historic oak shaped splat balusters and handrail; exposed timber framework to right hand wall with carved panels to the ceiling comice/frieze and staircase stringers; exposed oak structural timber frame to lower quarter landing with plastered infill panels; galleried landing with glazed roof light above; stone flagged floor to understairs store cupboard; 13th century stone corbel to centre of west wall; Dimplex electric storage heater	2.1	No doors are fitted to the inner square opening at the entrance to the reception area
				2.2	Evidence of light impact damage and former worm infestation to parts of the exposed timber frame
				2.4	Light impact damage to the arrises of the double opening doors leading to the rear corridor and rear external door The stone flagged floor to the understairs cupboard is generally broken, uneven, cracked and parts of the floor are missing Evidence of penetrating dampness, and spalling, to
				2.5	easterly sandstone blockwork
3		STORE (ADJOINING INTERVIEW ONE)	Coved ceiling; radiator; flush panelled door with studded fabric finish and brass furniture	3.1	Satisfactory
4		INTERVIEW ONE	Corniced ceiling; radiator	4.1	The cover is missing to the extract unit, otherwise satisfactory
5		REAR CORRIDOR	Flush panelled ceiling with five down lights; three ceiling vents; four stone steps leading to double opening timber external doors; storage cupboard	5.1	The stone steps are lightly paint stained
			Saternar doors, storage outpooled	5.2	The inner part glazed doors to the reception area are ill-fitting, with a central gap
6		INTERVIEW TWO & CORRIDOR ADJOINING	Coved ceilings; four downlights to corridor; flush panelled door with trim beadings; Chubb fire alarm control panel and vented cupboard; radiator; security window shutters; fluorescent light and diffuser in interview two	6.1	One sliding sash window is paint sealed/inoperative, otherwise satisfactory
7		INTERVIEW THREE	Part exposed timber frames; radiator; coved ceiling; fluorescent light and diffuser	7.1	Light/moderate historic rot to base of the timber framework, otherwise satisfactory
8		ZONE FOUR & LOBBY/RECEPTION	Flush panelled ceiling; four downlights; CAT 11 light fitting and bulkhead light fitting; radiator	8.1	Light impact/fixings damage to painted brick masonry in large store cupboard
				8.3	Light fixings damage from coping and trunking A timber batten over the large store cupboard door is insecure The handle to the meter cupboard door is missing and
		70115.0	On OAT 44 Unit filter and have believed Unit filter	0.1	the door is sealed with tape
9		ZONE 9	One CAT 11 light fitting and two bulkhead light fittings; concertina door to lift; coved ceiling	9.1	No doors to archway between Zone 7 Light fixings damage to plasterwork from cabling and trunking
10		ZONE 7	Biddle electric storage heating unit; unplastered brickwork to rear wall, fluorescent light; vinyl sheet	10.1	Light fixings damage from cabling and trunking
			flooring		Floor coverings are moderately paint stained, scratched and worn
					Light impact damage to door and architraves The door handle is insecure to Zone 8
11		ZONE 5	Four CAT 11 light fittings; radiator; window security shuttering; extract vent to central westerly transom window	11.1	Light fixings damage to plasterwork from fixtures & fittings, cabling and trunking
				11.2 11.3	Housing to extract fan is missing Redundant cabling and fittings, and broken cornice section, adjoining entrance door
12		ZONE 6	Electric storage heater and metal casing; CAT 11 light fitting	12.1	Light impact damage to plasterwork from cabling and trunking
				12.2	Light to moderate addling of plasterwork to westerly wall from rising dampness, and plasterwork partly de-bonded
13		OFFICE ADJOINING ZONE 6	CAT 11 light fitting; external door to row walkway	13.1	Light fixings damage from coping and trunking
				13.2	Architraves to external door damaged by steel security bars
14		ZONE 8/GOODS STORE	Plasterboard ceiling finishes with tape joints; two fluorescent lights and diffusers; two redundant fluorescent light fittings; exposed concrete floor;	14.1	The ceiling is cracked and insecure around the two pvc downpipes
			motorised roller shutter door	14.2	Evidence of penetrating dampness through the ceiling above the door motor location

			14.3	Light spalling and fixings damage is evident to unplastered brickwork to both side walls, and the rear
			14.4	wall
			14.4	Light impact damage is evident to ceiling plasterwork above the kitchen door
			14.5	Light corrosion and rusting is evident to the vehicle door
			14.5	frame and associated fittings
			14.6	Moderate scratch damage is evident to the rear
			16	personal door, which is ill-fitting and the architrave is
				insecure
			14.7	Former paintwork finish to concrete floor is dated and
				hardworn generally
45	KITOUEN	Cinale desirent desirent eta desirent		Link fining days of family family finding of filling and
15	KITCHEN	Single drainer stainless steel sink cupboard and drawer unit; double cupboard units; full length round e with tiled splashback; fluorescent i covering; Santon hot water heater	and single wall dged work surface light; vinyl floor	Light fixings damage from former fixtures & fittings and cabling, but otherwise satisfactory
			15.2	Finish to work surface is stained and dirt ingrained
16	REAR HALL	AND Unplastered painted brick walls; si	loping plasterboarded 16.1	Moderate/severe damp staining is evident to the ceiling
10	LOBBY	ceiling; concrete floor, previously panelled veneer doors including fi lobby; sheet vinyl flooring to lobby	painted; three flush re door; radiator to	above fire door and plasterboard sheeting is bowed and insecure
				Isolated spalled bricks are evident due to damp penetration
			16.3	Moderate rising dampness is evident to base of internal walls with associated spalling to brickwork, particularly at the junction with the concrete steps
			16.4	Moderate scratch/impact damage is evident to each of
			10.4	the three doors, and all are moderately dirt ingrained
			16.5	Sheet vinyl flooring is moderately dirt stained, scratch damaged, marked and partly torn to the stairs
			16.6	The nosing to the concrete steps are lightly impact damaged
17	MALE & FER WC'S/ZONE		ooth with white er units; three	Saniflow units are inoperative
			17.2	One light cover is missing
				Plasterwork is lightly addled/damp stained due to rising dampness
			17.4	The outer door furniture and vanity plate is insecure/ill fitting
18	STAIDCASE	TO Corneted with metal/rubbar assist	ro: pointed 10.4	Timber double eneming deers to Zone 0 are did
18	STAIRCASE FIRST FLOO		front wall is	Timber double opening doors to Zone 9 are dirt ingrained, lightly marked, and door furniture is insecure

19	FIRST FLOOR	LANDING, LIFT, & ELECTRIC METER CUPBOARDS	One downlight, one fluorescent light and one bulkhead light fitting	19.1	The timber fire door and architraves are heavily scratched, patch repaired, and dirt ingrained
		00.20720		19.2	Furniture and locking mechanisms are missing to the
					double opening former auction room doors
				19.3	Light fixings damage is evident from cabling, trunking and coat hooks
				19.4	The timber door to the main lobby/landing is patch
					repaired, scratched and dirt ingrained
				19.5	The timber door to the inner corridor is patch repaired, scratched and dirt ingrained
					scratched and dirt ingramed
20		GENERAL	An early C18 Assembly Room with central archway and	20.1	Light impact damage to wall panelling and beadings
-		OFFICE/FORMER AUCTION ROOM	tall corniced ceiling, multi- oak panelled walls; two brass chandeliers; 27 vdu compatible ceiling light units; raised floor; two sets of double opening panelled entrance doors; eight sets of tall double opening leaded casement windows to front elevation with bottom hinged transom lights above; vented radiator covers		from former fixtures & fittings
				20.2	Raised floor installed by current lessee
					·
21		OFFICE ONE/STORE	Fluorescent light and diffuser; vinyl floor covering	21.1	Light impact/fixings damage to plasterwork
22		OFFICE TWO	Three ceiling vdu light units, two sliding sash windows; one Biddle electric heating unit	22.1	Light fixings/scratch damage to entrance door
			_	22.2	Light fixings damage to wall plasterwork from cabling and trunking
					Two sash window cords missing
				22.4	Patch repairs to both entrance doors from inner corridor
23		REAR CORRIDOR & BOILER ROOM	Two Lamborghini Gaster gas fired central heating boilers; unpainted brick walls with one plastered wall; unpainted boarded ceiling	23.1	A section of timber skirting is detached/insecure
				23.2	Light fixings damage evident to plasterwork
				23.3	Plasterwork is cracked and insecure above the boiler room door
0.4			On and an illing with a light day on lighter about to	04.4	Two placed as flights are producted with anily
24		MAIN LANDING/LOBBY	Coved ceiling with eight downlights plus two to recess; rear sliding sash window; lightwell above gallery landing with six Georgian wired roof lights; one electric convection heating unit	24.1	Two glazed rooflights are cracked with evidence of damp staining to the base of the roof lights and timber frame
				24.2	Patch repair to inner corridor beaded door
25		LADIES CLOAKS & WC	Single white cantilever wash-hand basin and vanity unit; two white WC suits; fluorescent light and diffuser and two bulkhead light fittings; radiator	25.1	Missing furniture panel and kicker plate to entrance door
20		CENTE WC	White continues week hand begin and venit well with	26.4	Missing kinks plate and furniture panel to
26		GENTS WC	White cantilever wash-hand basin and vanity unit; white WC suite; single urinal; Santon hot water heating unit; one fluorescent light and one bulkhead fitting	26.1	Missing kicker plate and furniture panel to entrance door
				26.2	Both doors lightly scratch damaged
	1		The state of the s	į	

27	SECOND FLOOR	MAIN STAIRCASE TO SECOND FLOOR	Ornate historic oak banisters, handrail and newell posts with carved stringers; two period glazed wall light fittings; four redundant downlights	27.1	Moderate/severe deflection to staircase structure, particularly to the floors of the quarter landings
					Damaged lower newell post
				27.3	Light fixings damage to plasterwork in landing file store
28		ZONE TWO & STAIRCASE	Three fluorescent lights; two redundant downlights; Georgian wired roof light; radiator	28.1	Severe damp penetration is evident to the base of the roof light framework
		OTAINOAGE	Coorgian who a root night, radiator	28.2	One glazed section is cracked
				28.3	Plasterwork is damaged to the rear of the upper landing door
29		ZONE ONE	Three CAT 11 light fittings; four redundant downlights; radiator; sliding sash window	29.1	Radiator is inoperative
				29.2	Light fixings damage to wall plasterwork
				29.3	Loose/insecure floorboard by window The door kickerplate is damaged and furniture panel is missing
30		KITCHEN	Single drainer stainless steel sink unit and adjoining single base cupboard and drawer unit; tile splashback; two shelves; one bulkhead light fitting; vinyl flooring	30.1	Trim to the end of the base cupboard and drawer unit work surface is missing and cupboard door is ill-fitting
31		OFFICE ONE	Fluorescent light and diffuser; radiator; casement window and two transoms	31.1	Light fixings damage to plasterwork
32		OFFICE TWO/ZONE FOUR	Fluorescent lights; casement window and transom light	32.1	Light fixings damage to wall plasterwork
				32.2	One light inoperative
33		OFFICE THREE/ZONE FOUR	One CAT 11 light fitting; radiator	33.1	Light fixings damage to wall plasterwork
				33.2	Furniture panel missing to rear door
34		OFFICE FOUR/ZONE FOUR	Three fluorescent lights; radiator; two sliding sash windows	34.1	Light fixings damage to wall plasterwork
35		OFFICE FIVE/ZONE FOUR	Three fluorescent lights; two sliding sash windows; radiator	35.1	Light fixings damage to wall plasterwork
36		ZONE SIX	Three fluorescent light fittings	36.1	One fluorescent light fitting loose/insecure
		EGIVE GIX	Three nadressort iight namgo		Light fixings damage to wall plasterwork
37		ZONE EIGHT	Three sliding sash windows; radiator; two fluorescent lights	37.1	Light fixings damage to wall plasterwork
				37.2	One fluorescent light inoperative
38		ZONE NINE	Three fluorescent lights; radiator; two sliding sash windows	38.1	Light fixings damage to wall plasterwork
				38.2	One fluorescent light inoperative
39		ZONE SEVEN	Six fluorescent light fittings; radiator	39.1	Light fixings damage to wall plasterwork
40		REPROGRAPHICS/ SERVER ROOM	It server cabinet; two fluorescent lights; radiator; Daikin air cooling unit	40.1	Light fixings damage to wall plasterwork
					One fluorescent light inoperative
					Light scratch damage to door Damp staining to plasterwork above Daikin cooling unit
41		ZONE TEN	One fluorescent light	41.1	Light fixings to wall plasterwork
42		FEMALE WC	Two white WC suites; white wash-hand basin and vanity surround; four bulkhead light fittings	42.1	Satisfactory
43		MALE WC	Four bulkhead light fittings; white wash-hand basin and	43.1	Satisfactory
			WC suite		

44	THIRD FLOOR	LOBBY/LIFT	One fluorescent light fitting	44.1	Light scratch damage to three doors
				44.2	One furniture panel missing to double opening doors
45		ZONE SEVEN	Four fluorescent lights; radiator	45.1	Light fixings to wall plasterwork
46		ZONE EIGHT/STATIONERY STORE	One bulkhead light fitting	46.1	Light cover missing
47		ZONE FIVE	Radiator; two fluorescent lights; two bottom hinged casement windows	47.1	Light fixings damage to wall plasterwork
48		ZONE FOUR	Two fluorescent light fittings; two bottom hinged casement windows; radiator	48.1	Light fixings damage to wall plasterwork
49		ZONE THREE	Radiator; two CAT 11 light fittings; two bottom hinged casement windows	49.1	Light fixings damage to wall plasterwork
50		ZONE TWO	One fluorescent light; one CAT 11 light fitting; radiator	50.1	Light fixings damage to wall plasterwork
51		ZONE ONE	Four CAT 11 light fittings; two opening casements and transom lights	51.1	Light fixings damage to wall plasterwork
				51.2	One casement inoperative and lower operating handle missing