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# This Lease

is made the

Eleventh day of May One thousand nine hundred and sixty four B E T W E E N THE GOVERNORS OF THE SCHOOLS OF KING EDWARD THE SIXTH IN BIRMINGHAM in the County of Warwick (hereinafter called "the Governors" which expression where the context so admits includes the person or persons for the time being entitled to the reversion immediately expectant upon the term hereby created) of the one part and THE PRUDENTIAL ASSURANCE COMPANY LIMITED whose Registered Office is situate at 142 Holborn Bars in the City of London (hereinafter called "the Lessee" which expression where the context so admits includes the person or persons for the time being entitled to the term hereby created) of the other part

W H E R E A S the property hereinafter described is held by the Governors as part of the Foundations of the said Schools of King Edward the Sixth in Birmingham

N O W THIS DEED W I T N E S S E T H as follows :-

1. I N consideration of the yearly rents hereby reserved and of the covenants on the part of the Lessee hereinafter contained the Governors hereby DEMISE unto the Lessee A L L THAT piece of land situate in and with frontages to Broad Street Berkley Street and Gas Street in the City of Birmingham including a moiety of the canal basin on the Eastern boundary thereof containing in the whole Five thousand eight hundred and sixty seven square yards or thereabouts and for purposes of identification delineated on the plan annexed hereto and thereon coloured pink ~~pink~~ ~~hatched red~~ pink hatched blue green and blue Together with the buildings (hereinafter called "the Old Buildings") erected thereon and thereover (except the upper floors of the building on the land coloured green on the said plan) Subject nevertheless to the right for the Governors and all other persons entitled thereto to use the moiety of the said canal basin included in this demise EXCEPT AND RESERVING to the Governors FIRST such right to lateral subjacent or other support by or from the demised premises for any buildings now standing or which may hereafter be erected on any adjoining or neighbouring land of the Governors as they would be entitled to if such adjoining or neighbouring land were the property of a stranger SECONDLY full right and liberty for the Governors and their lessees and tenants at any time or times hereafter to build or rebuild or alter or suffer to be built or rebuilt or altered any buildings or erections upon any other land belonging to the

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Governors according to such plans and to such height extent or otherwise and in such manner as the Governors shall think fit without obtaining any consent from or making any compensation to the Lessee notwithstanding that such buildings as so built rebuilt or altered may obstruct any light windows or other openings in or on the demised premises or any buildings now or hereafter to be erected thereon THIRDLY the right and liberty to pull down alter or otherwise deal with or permit or suffer to be pulled down altered or otherwise dealt with any buildings or erections now or at any time hereafter upon any other land of the Governors and to make or suffer to be made any excavation in any such other land and to undermine underpin and shore up that part of the demised premises shown coloured pink hatched blue on the said plan or any part thereof in such manner as they may think fit with full right and liberty to enter into and upon such part of the demised premises for the purpose of such undermining underpinning or shoring up or for any of such purposes as aforesaid without obtaining any consent from the Lessee the Governors or their lessees or tenants (as the case may be) however compensating the Lessee for any loss or damage that may be caused to the demised premises or any buildings now or hereafter standing thereon by reason of or resulting from any such pulling down alterations undermining underpinning or shoring up PROVIDED ALWAYS that the Governors shall be liable as aforesaid only for damage or injury arising from the acts or defaults of themselves their contractors or servants and shall not be liable for any damage or injury arising from the acts or defaults of their lessees tenants or any other person or persons and FOURTHLY the free and uninterrupted passage and running of water and soil from the other buildings and lands of the Governors and their lessees and tenants adjoining or near to the demised premises through the sewers drains and watercourses which now are or may hereafter be through the demised premises T O HOLD the demised premises except and reserved and subject as aforesaid unto the Lessee from the Twenty ninth day of September One thousand nine hundred and sixty three for the term of NINETY NINE YEARS YIELDING AND PAYING therefor unto the Governors during the said term (subject as hereinafter provided) the yearly rents of the several sums set out in the First Schedule hereto (hereinafter called the rents hereby reserved) as payable in respect of the periods as therein mentioned all the said rents being payable free from all deductions (except Income Tax) by equal quarterly payments on the usual quarter days in every year the

first payment thereof having become payable on the Twenty fifth day of December One thousand nine hundred and sixty three AND ALSO YIELDING AND PAYING in the event of and immediately upon the said term being determined by re-entry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the then current quarter up to the date of such re-entry

2. PROVIDED ALWAYS that the Lessee shall not at any time during the said term set up or in any way claim to be entitled to any right of light air water or other easement over any land of the Governors not hereby demised and that the enjoyment by the Lessee of any light air wayleave watercourse or droppings or other easement of any description whatsoever for any length of time during the said term shall be deemed to be enjoyed with the revocable permission of the Governors and not as of right

3. THE Lessee hereby COVENANTS with the Governors as follows :-

- (1) To pay the rents hereby reserved on the days and in manner aforesaid
- (2) To pay all taxes rates charges assessments duties and outgoings whatsoever whether parliamentary parochial or of any other kind (except Landlords Property Tax) which now are or at any time hereafter shall be assessed or charged on or payable in respect of the demised premises by the Landlord or tenant owner or occupier in respect thereof

(3) (a) To execute and perform all the covenants relating to the demolition of the Old Buildings and the redevelopment of the demised premises as are set out in the Second Schedule hereto

(b) So soon as shall be possible having regard to the lease of the upper floors thereof to demolish at its own cost in all things and in a manner first approved by the Governors Surveyors the buildings erected on the land coloured green on the said plan

- (4) To repair and keep repaired in a good and substantial manner and in good order all the demised premises (except the Old Buildings and the moiety of the said canal basin included in this demise) and also all erections fixtures and improvements thereto which shall or may be erected or built AND ALSO at all times properly to repair that part of the canal wall included in this demise and to empty and cleanse all gutters sinks watercourses (except the said moiety of the said canal basin) sewers drains and sanitary apparatus belonging to the demised premises as often as there shall be occasion and the demised premises erections fixtures and improvements in such good

- and substantial repair and order to yield and deliver up at the expiration or other sooner determination of the said term
- (5) Once in every three years and particularly in the last year of the said term to paint with at least two coats of the best paint and in a workmanlike manner all the outside wood iron and zinc work and such other parts of the outside of the buildings for the time being on the said land (except the Old Buildings) as ought to be painted And also in every seventh and in the last year of the said term similarly to paint and also paper and colour with materials of suitable quality all such parts of the inside of the buildings (except as aforesaid) as ought to be painted papered or coloured
- (6) To execute all works on or in respect of the said premises from time to time lawfully required to be executed by any local or public authority whether the said works shall be required to be executed by the Landlord tenant owner or occupier thereof and to indemnify the Governors in respect of the same
- (7) To permit the Governors or their Surveyors with or without workmen at all reasonable times by appointment to enter into and upon the demised premises to take inventories of the Landlords fixtures therein and to view the condition thereof and upon notice being given to the Lessee specifying repairs or works necessary to be done and for which the Lessee is liable in accordance with the Lessee's covenants herein contained forthwith to comply with the same and if the Lessee shall not within three months after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Governors or their Surveyors with or without workmen and appliances to enter into and upon the demised premises and cause such repairs or works to be executed and the cost thereof shall be repayable by the Lessee on demand
- (8) Not at any time during the said term to erect any additional buildings or make any structural alterations in the buildings erected and standing on the said piece of land (or commence reinstatement or re-erection thereof after damage by fire storm tempest or otherwise) without the previous consent in writing of the Governors or their Surveyors for the time being (such consent not to be unreasonably withheld) and to furnish plans elevations and specifications of any such additions or alterations and supply copies thereof for the approval and use of the Governors and their



Surveyors

- (9) To pay a reasonable proportion (to be ascertained by the Surveyors for the time being of the Governors) of the expense of supporting and repairing and keeping in good order all party ways sewers drains party walls watercourses (except the said moiety of the said canal basin) and easements if any used or to be used or capable of being used in common with the occupiers of the adjoining or neighbouring property
- (10) To permit the Governors or their Surveyors with or without workmen or their tenants of property adjoining or near to the demised premises and others at convenient times in the daytime by appointment to enter into and upon the demised premises for the purpose of repairing any of the adjoining premises or of emptying and cleansing drains and sewers the Governors or their tenants as the case may be making good any damage done or caused to the demised premises by such entry
- (11) Forthwith to insure and during the continuance of this demise to keep insured all the buildings erected on the demised premises (except the Old Buildings) and all other erections and improvements thereto from damage by fire explosion aircraft storm tempest or otherwise in an office or offices of insurance to be approved by the Governors in the joint names (inter alia) of the Governors and the Lessee in a sum equal to the full cost of rebuilding the same and to produce to the Governors the policy or policies of such insurance and the receipts for the premiums payable therefor and in case of any default it shall be lawful for the Governors to insure and keep all the buildings so insured as aforesaid and to recover the cost thereof with interest at six per centum until payment and in case the said buildings or any of them shall be destroyed or damaged as aforesaid the Lessee will forthwith expend the money that may be received from any such insurance in rebuilding and reinstating under their direction and to the satisfaction of the Governors Surveyors whose fees thereof shall be paid by the Lessee and in case such money shall be insufficient for that purpose then the Lessee shall make good the deficiency out of its own moneys and apply the same in like manner
- (12) To insure or cause to be insured with some office or offices of insurance to be approved by the Governors all Third Party and

Property Owners Liability Risks of the demised premises and at all times to hold the Governors indemnified from and against all costs claims and demands in any way arising out of the said risks

- Order*
- (13) (a) Not to assign underlet or otherwise part with the possession of the whole or any part of the demised premises until the Governors' Surveyors shall have certified in writing that the covenants contained in the Second Schedule hereto and all the various works referred to therein have been completed to their satisfaction
- (b) Not at any time during the last seven years of the said term to assign underlet or part with possession of the demised premises without the consent of the Governors under their Common Seal first had and obtained

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- (14) On the occasion of every assignment of the demised premises for the term hereby granted to insert a covenant by the assignee directly with the Governors to observe and perform the covenants on the part of the Lessee and the conditions herein contained and for this purpose to give to the Governors or their Law Clerk not less than Fourteen days notice of such assignment intended to be made and to pay or cause to be paid to the Governors Law Clerk his proper charges in connection with any such assignment

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- (15) That on every assignment devolution sub-lease (except a sub-lease for a term not exceeding Twenty one years at a rack rent taking effect in possession) mortgage or legal charge of or in the demised premises or any part thereof which shall be made by the Lessee during the said term the Lessee will

(i) in the case of an assignment devolution or sub-lease within Thirty days of the making thereof and in the case of the mortgage or legal charge within Thirty days of the mortgagee or chargee entering into possession selling or foreclosing give notice in writing thereof to the Governors or their Law Clerk and in the case of a sub-lease (if so required by the Governors or their Law Clerk) to provide a copy thereof for retention including a plan of the premises so sublet

(ii) on the giving of any such notice as aforesaid produce to the Governors or their Law Clerk for registration the instrument (if any) of assignment devolution sub-lease mortgage or charge as the case may be and also in the case of a mortgage or charge the instrument effecting or recording the subsequent act aforesaid on

the part of the mortgagee or chargee and \_\_\_\_\_

(iii) in the case of an instrument being a disposition of or affecting registered land which shall be retained at the Land Registry (a) to deliver or cause to be delivered to the Governors' Law Clerk a copy of the instrument giving the date of registration at the Land Registry certified as correct by a Solicitor and (b) so soon thereafter as practicable produce or cause to be produced to the Governors' Law Clerk the Land Certificate issued from the Land Registry consequent upon the lodging of such instrument

(iv) pay a fee of Two pounds two shillings for the registration of every such document or event \_\_\_\_\_

(16) To furnish the Governors' Surveyors within Thirty days of being required by them so to do full details of all sublettings of the demised premises or licences affecting any part thereof in existence at that time (whether immediately or mediately derived out of the term hereby created) \_\_\_\_\_

(17) In respect of the said piece of land and all buildings from time to time erected thereon and of the user thereof to conform to the provisions and requirements of all Acts of Parliament Orders Bye-Laws and regulations for the time being in force and indemnify the Governors from all claims and demands on account thereof

(18) Not to use or permit or suffer the demised premises to be used for any illegal immoral or improper purpose and not to do permit or suffer on the demised premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Governors or to the Lessees or occupiers of any neighbouring land and particularly not to exhibit any notice advertisement name plate sign or placard of any kind upon the outside of the demised premises except such notice advertisement name plate sign or placard as the Governors' Surveyors may approve in writing (such consent not to be unreasonably withheld) \_\_\_\_\_

(19) To permit the Governors during the three months immediately preceding the determination of this demise to affix and retain without interference upon any part of the demised premises a notice for reletting the same and to permit persons with written authority from the Governors or their Surveyors at reasonable times of the day by appointment to view the same \_\_\_\_\_

(20) So far as in the Lessee lies to preserve unobstructed and undefeated



all rights of light and other easements to the demised premises in anywise appertaining and prevent and at all times at the cost of the Governors afford to the Governors such information and assistance and concur with the Governors in such action or other legal proceedings as may be necessary to enable them to prevent the acquisition by anyone of a prescriptive right of light or any other easement over the demised premises or any part thereof and in particular but without prejudice to the generality of this covenant not to seek dedication by the highway authority as public highways of any roads or ways upon the demised premises and to exhibit or cause to be exhibited and maintained in prominent positions on the demised premises notices under the Highways Act 1959 or any statutory modification thereof negating dedication of any such roads or ways the position and form of such notices being previously approved by the Governors' Surveyors

- (21) To pay to the Governors their proper legal costs and Surveyors' fees incurred by the Governors in connection with any acts or things required reasonably to be done by the Governors or their Surveyors by virtue of this Clause and in particular to pay all costs charges and expenses (including legal costs and fees payable to a Surveyor) incurred by the Governors in or in contemplation of any proceedings or the service of any notice under Section 146 or 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses as aforesaid of and incidental to the inspection of the demised premises or any part thereof drawing up of Schedules of Dilapidations and Notices any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court

4. PROVIDED ALWAYS and it is hereby expressly agreed as follows :-

- (1) If the said yearly rents or any part thereof shall be unpaid for Twenty one days after becoming payable whether lawfully demanded or not or if there shall be any breach or non-observance of any of the covenants and conditions on the part of the Lessee herein contained then and in any of such cases it shall be lawful to and for the Governors to re-enter into and upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without

prejudice to the right of action of the Governors in respect of the breach or non-observance by the Lessee of the covenants herein contained

(2) (a) So soon as the Lessee shall in pursuance of its covenant in that behalf herein contained have demolished the Old Buildings it shall immediately thereupon at its own cost and without any compensation paid

to it surrender to the Governors the land coloured pink hatched red on the said plan to the intent that the same may be sold by the Governors to the Highway Authority for road widening purposes subject nevertheless

(a) to the exclusive right for the Lessee and those authorised by it to use the land so surrendered for all reasonable purposes in connection with the erection of the Buildings hereinafter referred to on the land coloured pink on the said plan and the frontages of the land so

surrendered for advertisements for the period from the date of such surrender to the Twenty fifth day of March One thousand nine hundred and sixty six or such later date as may be allowed for the completion of the said Buildings in accordance with Clause 5 of the Second Schedule hereof

(b) to the Governors on their sale of such land to the Highway Authority using their best endeavours to procure that the Highway Authority make up the said land as part of a Public Highway at the earliest possible date having regard nevertheless to the rights referred to in (a) above and (c) to the right for the Lessee its tenants and those authorised by it to pass and repass on foot only over the land so surrendered until such time as the same shall become part of the Public Highway

(b) If before the date upon which the Governors' Surveyors shall certify in writing that the covenants contained in the Second Schedule hereto and all the various works referred to therein have been completed to their satisfaction any part of the land coloured pink and pink hatched blue on the plan annexed hereto shall be acquired by a competent authority for road widening or improvement purposes the rents hereby reserved as payable on the date of such acquisition shall continue to be paid in full to the Governors and remain the basis of any calculations for the revision thereof as provided in the First Schedule hereto but the Lessee shall be entitled to all compensation for such acquisition

(3) In the event of any failure or default on the part of the Lessee in observing and performing the covenants contained in the Second Schedule hereto and completing the works therein mentioned by the Twenty fifth day of March One thousand nine hundred and sixty six or any such later date to which the said period may have been extended by virtue of the

operations of this proviso or otherwise then and in every such case the tender by the Lessee of any of the said rents accrued due on or after the said Twenty fifth day of March One thousand nine hundred and sixty six or such later date as aforesaid shall be deemed and be taken to constitute an application by the Lessee (whether so expressed or not) for an extension of time for the completion of the said works to the next succeeding date for payment of the rents hereby reserved and the acceptance of such rents by the Governors shall constitute an acceptance of such application but nothing herein contained shall preclude the Governors from enforcing their rights and remedies against the Lessee in respect of any breach of the covenants contained in the Second Schedule relating to the said works unless and until the rent so tendered is accepted by the Governors

(4) At any time during the term hereby granted the Governors may serve on the Lessee one month's previous notice in writing to expire on any day and upon the expiration of such notice the Lessee shall at the cost of the Governors (including the cost of obtaining the surrender of any underlease) without any compensation paid or reduction of rent allowed to it surrender to the Governors the whole or any specified part of the lands coloured blue and green on the said plan with vacant possession thereof

5. THE Governors COVENANT with the Lessee that the Lessee paying the rents hereby reserved and observing and performing the covenants on its part shall and may peaceably hold and enjoy the said premises during the said term without any lawful interruption from or by the Governors or any person rightfully claiming from or under them

IN W I T N E S S whereof the Governors and the Lessee have hereunto caused their Common Seals to be affixed the day and year first before written

THE FIRST SCHEDULE before referred to  
Details of Rents Reserved Methods of Computation and  
Periods in respect of which the rents shall be payable

1. From the Twenty ninth day of September One thousand nine hundred and sixty three to the Twenty ninth day of September One thousand nine hundred and sixty five the yearly rent of Three thousand seven hundred and seventy pounds One shilling
2. From the Twenty ninth day of September One thousand nine hundred and sixty five to the Twenty ninth day of September One thousand nine hundred

and sixty six the yearly rent of Ten thousand pounds

3. From the Twenty ninth day of September One thousand nine hundred and sixty six and during the remainder of the said term (subject to the provisions of Clause 4 of this Schedule as to the revision of rents at the end of the Thirty fifth and <sup>1998</sup>Seventieth <sup>2033</sup>years of the term hereby created) the yearly rent (hereinafter called "the Developed Rent") of Twenty thousand pounds Provided Always that if on the Twenty ninth day of September One thousand nine hundred and sixty six the fair rack rental market value (as hereinafter defined) of the demised premises redeveloped or deemed to be redeveloped in accordance with the covenants contained in the Second Schedule hereto and calculated as provided in sub-clauses (4) (5) and (6) of Clause 4 of this Schedule shall exceed One hundred and twenty thousand pounds then the Developed Rent shall be increased by a sum (not exceeding Five thousand pounds) equal to one-sixth of the excess of such fair rack rental market value of the demised premises over One hundred and twenty thousand pounds

4. (1) The Governors shall have the right to review the Developed Rent for the time being payable at the end of the Thirty fifth and Seventieth years of the term hereby created in manner hereinafter provided (the date of the expiration of each such period being hereinafter respectively referred to as "the date of review") PROVIDED THAT if at the date of review any improvement alteration reconstruction or redevelopment shall be in course of execution (with the Governors prior consent as aforesaid) on the demised premises or any part thereof this Clause shall (if the Governors shall so notify the Lessee before any such date of review) be construed for all purposes (except for the purpose of computing the time within which notice must be given by the Governors pursuant to the provisions of sub-clause (2) of this Clause) as though the date of review occurred on and not before the completion of such redevelopment to the reasonable satisfaction of the Governors' Surveyors for the time being

(2) The said right shall be exercised by the Governors giving to the Lessee not more than Twenty four or less than Six months notice in writing prior to the date of review of their intention to review the rent at the date of review

(3) If the Governors shall give to the Lessee such notice as aforesaid then from and after the date of review this Lease shall be read and construed and shall take effect in all respects as if the Developed

Current Rent  
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Rent for the time being payable hereunder had from and after the date of review been a sum equal to the aggregate of the Developed Rent payable from and after the Twenty ninth day of September One thousand nine hundred and sixty six (ascertained in accordance with the provisions of Clause 3 of this Schedule and the proviso thereto) and such an amount (if any) as will bring the Developed Rent payable hereunder from the date of review to the same proportion in relation to the fair rack rental market value (as hereinafter defined) of the demised premises at the date of review as the said Developed Rent payable as and from the Twenty ninth day of September One thousand nine hundred and sixty six bears to the fair rack rental market value of the demised premises on the Twenty ninth day of September One thousand nine hundred and sixty six but without prejudice to any of the other terms and conditions contained in this Lease so that in no event shall the Developed Rent payable by the Lessee to the Governors after the date of review be less than the Developed Rent payable by the Lessee to the Governors immediately before the date of review

(4) For the purpose of this Clause the fair rack rental market value of the demised premises at any given date shall subject as hereinafter provided be the amount which shall be agreed between the Governors and the Lessee or failing such agreement be determined by an arbitrator as provided in sub-clause (6) hereof to be the best rent at which the demised premises (assumed for the purpose to be completely developed in accordance with the Lessee's covenants contained in the Second Schedule hereto or with such plans for any additional development as aforesaid as shall have been approved by the Governors or their Surveyors) might reasonably be expected to be let in the open market whether as a whole or in parts for a term or terms not exceeding Twenty one years and subject to suitable covenants and conditions (other than the provisions of this present Clause for reviewing the Developed Rent) not inconsistent with those contained in this Lease

(5) For the purpose of ascertaining the fair rack rental market value it shall further be assumed that under the expected letting or lettings :-

(a) Subject to reimbursement by the tenant or tenants the Landlord should be responsible for outside and structural repairs to the demised premises and for their insurance under the provisions hereof and also for the provision of essential services in respect of the premises let and the common parts of the demised premises

(b) Any effect on rent of the fact that the tenant or tenants have



or its or their predecessors in title or any undertenant or undertenants have been in occupation of the demised premises or any part thereof is to be ignored —

(c) Any goodwill then attaching to the demised premises or any part thereof by reason of the carrying on on the demised premises or on some part thereof whether by the tenant or tenants or by its or their predecessors in title or by any undertenant or undertenants of any business or businesses being then carried on on the demised premises is also to be ignored —

(6) In the event of the Governors and the Lessee failing to agree as to the fair rack rental market value of the demised premises on the Twenty ninth day of September One thousand nine hundred and sixty six or at the date of review within three calendar months from the relevant date then and in any such case the question shall forthwith on the expiration of the said three months be referred to the decision of some competent person to be agreed upon by the Governors and by the Lessee or (in default of agreement) to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors at the instance of either the Governors or the Lessee and those presents shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force and the decision of such person (including any decision as to the costs of such arbitration) shall be binding on both the Governors and the Lessee —

(7) Subject to any award as to costs made by an Arbitrator the Governors and the Lessee shall each bear their own costs of ascertaining the fair rack rental market value of the demised premises at any time for the purposes of Clause 3 and this present Clause —

THE SECOND SCHEDULE before referred to  
Covenants and Stipulations relating to the initial  
redevelopment of the demised premises

1. Forthwith (with such reasonable co-operation from the Governors as the Lessee shall request) but at the cost of the Lessee in all things to proceed diligently with the demolition of the Old Buildings (other than the building on the land coloured green on the plan annexed hereto but including the building spanning the said Canal Basin coloured yellow on the said plan) and to hold the Governors indemnified against all costs

claims and demands in any way arising out of or in connection with such demolition \_\_\_\_\_

2. Pending the execution of the works hereinafter referred to to keep any land not in use forming part of the demised premises clear and in a neat and orderly condition so as not to be a nuisance or annoyance to the Governors or any of their Lessees or tenants or the occupiers of adjoining property and not to permit or suffer any occupation or use of the demised premises or any part thereof in such manner as to prevent due performance of the covenants contained in this Lease \_\_\_\_\_

3. (1) As soon as possible to submit in duplicate with copies for retention to the Governors' Surveyors (and before submission to any other person or authority and before publication thereof) the plans drawings sections elevations and specifications (herein called "the plans") for the redevelopment of the demised premises or such part thereof as shall not be required by any competent authority for road widening purposes with shops offices showrooms and ancillary buildings so designed and constructed as to be completely severable from any buildings on any adjoining land of the Governors such new buildings to be of a building cost for labour and materials reckoned at lowest current market prices ruling on the Twenty ninth day of September One thousand nine hundred and sixty three of at least Seven hundred thousand pounds and if required to evidence such expenditure by the production of proper vouchers to the Governors' Surveyors \_\_\_\_\_

(2) That the plans shall without unnecessary delay be so altered and re-arranged and the specifications shall be so varied as may be necessary to obtain the approval of the Governors' Surveyors as well as the approval (when necessary) of the Local or other Authorities \_\_\_\_\_

4. Immediately on the approval of the plans to apply forthwith at the cost of the Lessee to the local planning authority under the Town and Country Planning Acts 1947 - 1963 or any statutory modification or re-enactment thereof for the necessary planning permission to carry out the works specified therein and if the requisite planning permission is granted forthwith to give notice thereof to the Governors' Surveyors PROVIDED ALWAYS that if the said planning authority shall not agree to grant the said permission except with modifications or on conditions the Lessee shall not accept such modifications or conditions without the consent in writing of the Governors' Surveyors and shall forthwith give to the Governors' Surveyors full particulars of such modifications or conditions \_\_\_\_\_

5. Before the Twenty fifth day of March One thousand nine hundred and sixty six to erect the said buildings on the said land in every respect in accordance with the approved plans and in a good and workmanlike manner and in conformity with all relevant acts regulations and byelaws to the satisfaction in all things of the Governors' Surveyors as testified by their certificate in writing Provided Always that if any delay in so erecting the said buildings shall arise from "go-slow" "work-to-rule" conditions strikes lockouts shortage of materials or other cause beyond the control of the Lessee such further time shall be allowed for completion of the said buildings as the Governors' Surveyors shall in writing certify to be reasonable and in the event of dispute as to what further time shall be allowed the matter shall be determined by an arbitrator to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors at the instance of either the Governors or the Lessee \_\_\_\_\_

6. To effect all excavations necessary for the foundations but not to remove any sand or ballast from the demised premises (except such as may be necessary in connection with the foundations) Provided that any antiquities found on the site shall subject to the rights (if any) of the Crown belong to the Governors and be immediately notified to their Surveyors \_\_\_\_\_

7. As and when payments are made by the Lessee to the builder during the progress of building works to insure or cause to be insured in the name (among others) of the Governors to the satisfaction of the Governors Insurance Brokers for such an amount as shall be sufficient both to reinstate the works so far carried out and to pay all necessary fees in connection with such reinstatement and to make or cause to be made all payments necessary for the above purposes and produce to the Governors' Surveyors on demand the receipt for each such payment and to cause all money received by virtue of any such insurance to be laid out in rebuilding and reinstating the said works on the terms of this Lease and to make up any deficiencies out of its own moneys PROVIDED ALWAYS that if the Lessee shall at any time fail to keep or cause to be kept the said works insured as aforesaid the Governors may do all things necessary to effect or maintain such insurance and any moneys expended by them for that purpose shall be repayable by the Lessee on demand and be recoverable forthwith by action \_\_\_\_\_

8. To permit the Governors their Surveyors and any persons authorised

by them at any time to enter upon the demised premises for the purpose of viewing the state and progress of the said works and of inspecting the materials used therein \_\_\_\_\_

9. From time to time to comply with any notice in writing by the Governors' Surveyors to direct the re-execution of any works which in their opinion may be defective and the removal from the works of any materials which in such opinion are not in accordance with the approved specification within such reasonable times as the said Surveyors may think proper and the substitution of other materials and workmanship in accordance with the approved specification \_\_\_\_\_

10. Whenever required by the Governors' Surveyors to furnish such evidence that the materials used or to be used in the said works are of the quality hereby prescribed \_\_\_\_\_

11. Not to cover up any foundations for walls piers stanchions columns drains or other works until such foundations have been inspected and approved by the Governors' Surveyors who shall (within Forty eight hours from the receipt of a written notice requiring them to do so) inspect the same and if any foundation shall be so covered up before the same has been finally approved then the same shall be exposed by the Lessee if so required by the Governors' Surveyors within at least Fourteen days after such requisition has been made \_\_\_\_\_

12. To make proper provision for the support of all roads footpaths bridges walls and buildings situate on or partly on adjoining land and to indemnify the Governors against all costs claims and demands in respect of any damage or injury which may be or be alleged to be suffered by the said adjoining land or the neighbourhood or the tenants or occupiers thereof or members of the public resorting thereto as a result of or consequent upon the execution of the works herein provided for \_\_\_\_\_

13. During the erection of the said buildings to provide such temporary fences along the frontages as the Governors' Surveyors may approve

14. At any point at which the buildings to be erected by the Lessee shall not adjoin and stand flush with the boundary of the premises hereby demised to mark permanently the line of such boundary by the insertion in the surface of the land of metal strips or by such other indestructable method as shall in either case be first approved by the Governors' Surveyors \_\_\_\_\_

15. On completion of the works at its own cost to furnish the Governors'



Surveyors with two copies on linen of a complete and final set of plans of the new buildings incorporating any amendments or additions made to the plans thereof approved as aforesaid and showing details of the main services serving the new buildings.

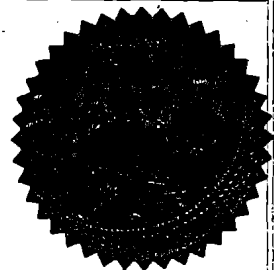
THE COMMON SEAL of The Governors of the  
Schools of King Edward the Sixth in  
Birmingham was hereunto affixed in the  
presence of :

Bailiff

*R. W. Score*

Secretary

*G. W. G. G.*



864

MEMORANDUM

For the purposes of the First Schedule of the within written Lease the fair rack rental market value of the demised premises at the twenty-ninth day of September one thousand nine hundred and sixty-six has been agreed between the parties hereto to be £110,000 (one hundred and ten thousand pounds) per annum.

SIGNED on behalf of the within named Governors by  
David Richard Silver Lease their Law Clerk

*David H. V. Lee*



W2E

Scan 16

17002/11

CERTIFIED TRUE COPY  
 Speechly Bircham  
 Speechly Bircham  
 Bouverie House  
 154 Fleet Street  
 London EC4A 3HX  
 DATED: 24th August 1987  
 REF: JS/36975

E8/516

958861

The Governors of The Schools  
 of King Edward the Sixth in  
 Birmingham

The Prudential Assurance  
 Company Limited

Building  
 Insurance

lands fronting to Broad Street, 500  
 Street and Bishop Street in the  
 City of Birmingham

Term begins 29th September 1963  
 Term ends 29th September 2062

Annual Rents as set out in  
 the first schedule hereto

RA

95 240

RE ME Wm 412672

Memorandum By a Deed of Burmester dated 26th May 1966  
 made between the within named The Prudential Assurance Company  
 Limited (the first) (1) and the within the Governors of the Schools of  
 King Edward the Sixth in Birmingham (the second) (2) the first  
 authorised to the second sell that piece of land containing 3979  
 yards or thereabouts which is coloured pink and hatched red on the  
 plan annexed to the within Deed.

Memorandum By Deed of Burmester dated 17th October 1972  
 made between the within named The Prudential Assurance Company  
 Limited (1) Burmester Properties Limited (2) down & City Properties  
 Limited (3) and the within named the Governors of the Schools of  
 King Edward the Sixth in Birmingham (4) (inter alia) the first  
 authorised the second premises coloured blue and green on the plan  
 annexed to the within Deed there was surrendered by the first  
 the Prudential Assurance Company Limited to the said Governors  
 pursuant to the provisions of clause 4 (4) thereof and it was  
 declared that the true measurements of the respective portions  
 of the devised premises to Broad Street and 500 Street were  
 514 feet 6 inches and 217 feet 6 inches and not 215 feet and  
 220 feet as shown on the said plan respectively.

PLAN REFERRED TO.



TOTAL AREA DEMISED [COLOURED PINK, PINK & HATCHED RED & BLUE, BLUE & GREEN (NOT YELLOW)]

5867 SQ. YDS. OR THEREABOUTS

CANAL BASIN

5170 SQ. YDS.

215'-0"

397 SQ. YDS.

BROAD STREET.

216'-0"

GAS STREET.

221'-0"

16'-10"

BERKLEY STREET.

219'-6"

16'-4 1/2"

BASED ON SITE SURVEY  
J.H.D. MADIN & PARTNERS REF 499/120.  
EDWARDS, SON & BIGWOOD  
SURVEYORS  
138 EDMUND ST. BIRMINGHAM 3

SCALE: 16 FEET TO 1 INCH.