

Re: Hebble Wharf, Wakefield

<hebblewharfresidents@gmail.com>

Feb 8, 2017

to Esther Galloway (U&I Group plc), Section 5 (Freehold Investment Ltd)

Hello Esther.

I hope you may be in a position to assist with some key questions that have arisen in discussion between leaseholders regarding the Section 5 Notice.

1. We believe we have the requisite majority of qualifying leaseholders wishing to proceed with acceptance of the offer under the terms of the Landlord and Tenant Act, Section 5A. Our assumption is based upon the belief that there are currently 14 apartments which are excluded by virtue of their continuing ownership by Hebble Estates Limited. Can you confirm that this number is correct, and if not, what number should be assumed?
2. Can you also please confirm in what form you will require the written notice of acceptance to be served by the qualifying leaseholders? I currently hold that information in electronic format and plan on contacting leaseholders shortly to confirm in the required format.
3. We are in the process of appointing legal representation to act on our behalf. Will you please advise to whom they should address any future correspondence?
4. Can you please provide information on the amount of ground rent currently chargeable against each apartment? This is key information that is required before a decision to proceed can be finalised.
5. We understand that those leases still held by Hebble Estates Limited were granted for 998 years and will therefore be of the same duration as the long lease now being offered for sale. Can you confirm this is so, and whether the ground rents payable in respect of these apartments are calculated on the same basis as the 250 year subleases?
6. We understand that the Ground Floor Restaurant is the subject of a 250 year sublease, details of which appear to include other land, viz: (*Land lying to the south of Navigation Walk (Restaurant) - NOTE: The lease comprises also other land*). Can you please confirm that this sublease is included in the proposed transfer, and provide details of what constitutes the "other land" referred to?
7. Can you advise what ground rent (or other payments) are receivable by the head leaseholder in respect of the restaurant sublease?
8. Can you also advise what ground rent (or other charge) is payable by the head leaseholder to the property freeholder?
9. Are you able to provide an estimate of the range of charges that should be anticipated in relation the Landlord's Agents Fee?

You will appreciate, I am sure, that these questions have been raised by leaseholders in good faith, in anticipation that they will ensure an informed decision can be made before the deadline of February 21, as there is no desire to incur abortive costs on either side should we decide against acceptance of the offer. The questions are asked without prejudice to a final decision in that regard, but clearly a timely response will ensure we are able to proceed within the required timescale.

I must point out that the error in the Section 5 Notice dated 22 December has caused a degree of confusion to the process and has resulted in many more questions being asked that may otherwise have been the case. Are you able to confirm whether the original two month period from date of service of the notice is still applicable, or will the two month period be reset to the date of your correction to the notice - ie 25 January, 2017?

Your assistance with these answers within the coming week will be very much appreciated.