

OFFER NOTICE
(SALE BY CONTRACT AND CONVEYANCE)
LANDLORD AND TENANT ACT 1987, SECTION 5A

IMPORTANT – THIS NOTICE IS AN OFFER BY YOUR LANDLORD FOR THE TENANTS TO PURCHASE THE ESTATE OR INTEREST NOTED HEREIN. YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY, E.G. FROM A SOLICITOR, SURVEYOR OR A CITIZENS ADVICE BUREAU.

We, Freehold Investment Limited c/o 84 Waterford Road, London, SW6 2DR as agents for Waterfront Wakefield (Hebble Wharf) Limited of 7a Howick Place, London, SW1 1DZ ('the Landlord') GIVE YOU NOTICE as follows:

This notice is given under Section 5a of the Landlord and Tenant Act 1987.

1. It relates to: Apartments 101-113, 201-217, 301-315, 401-413 and ground floor & basement restaurant, Hebble Wharf, Navigation Walk, Wakefield, WF1 5RD (the 'Building'). The estate or interest to be disposed of is the leasehold interest in the Building which is registered at Land Registry under title number WYK896117 subject to the long leases of the 58 residential units and 1 commercial unit and any documents supplemental thereto
2. The Landlord intends to enter into a contract to sell the freehold of the Building for the sum of £168,000.00 (one hundred and sixty-eight thousand pounds) and on the following terms.
3. A deposit of 10% of the sum set out in clause 2 shall be payable on exchange of contracts.

Other principal terms:

The transfer to the Buyer shall contain a covenant by the Buyer with the Seller (a) to observe and perform the covenants (express and implied) on the part of the landlord contained or referred to in the said long leases and any documents supplemental thereto and (b) to indemnify and keep indemnified the Seller against all damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Seller arising directly or indirectly out of any breach non-observance or non-performance of the said covenants by the Buyer after the date of the transfer.

It is intended that the proposed disposal will be subject to the leases, tenancy agreements, occupancies and other interests affecting the Building that exist at the date of exchange of contracts (save for any such interests which may terminate between the date of exchange and the date of completion of the proposed disposal).

On completion, the Buyer shall pay the costs of the Landlord's agent fee. This fee includes the preparation and service of notices under section 5A of the Landlord and Tenant Act 1987.

The commercial property conditions will apply to this transaction as varied by contractual negotiation.

TO DISPOSE OF THE PROPERTY AND THE ESTATE OR INTEREST SPECIFIED ABOVE AND UPON THE TERMS SO STATED ABOVE WHICH MAY BE ACCEPTED BY THE REQUISITE MAJORITY OF QUALIFYING TENANTS OF THE CONSTITUENT FLATS.

4. You have *TWO* months from the date of service hereof to accept this offer.
5. A person or persons must be nominated for the purposes of the acquisition of this interest within a further period of *TWO* months to expire on the date which is two months after the date on which this notice expires pursuant to clause 4.
6. All correspondence about this notice should be sent to the landlord's agent at the address given above.
7. Section 5 (5) of the Act provides that if notice corresponding in form with this notice is served on not less than 90% of the qualifying tenants on whom it is required to be served (or, where the qualifying tenants on whom it's required to be served number less than 10, notice is served on all but one of them) the Landlord is to be treated as having complied with the obligation under section 5 (1) of the Act to serve notice conferring a right of first refusal.
8. If the qualifying tenants wish to accept the offer contained in this notice, the requisite majority of qualifying tenants must serve a notice in accordance with Section 6 of the Act.

Signed: *FREEHOLD INVESTMENT LIMITED*

(Landlord's agents for and on behalf of the Landlord)

Date: 22nd December 2016

NOTES

WARNING TO TENANTS

If the time limits referred to within the Notice are not complied with, the landlord may dispose of the "protected interest" to any other person he thinks fit during the period of 12 months beginning with the end of the period specified for the nomination of persons within the Notice.

This Notice gives qualifying tenants the right of first refusal upon the disposal proposed by the landlord.

A "qualifying tenant" is a tenant of a flat under a tenancy (including a lease) other than:-

- (a) A protected shorthold tenancy as defined in Section 52 of the Housing Act 1980
- (b) A tenancy to which Part 11 of the Landlord and Tenant Act 1954 (Business tenancies) applies
- (c) A tenancy terminable on the cessation of his employment.

Further, a person is not to be regarded as being a qualifying tenant of any flat in any particular premises, consisting of the whole or part of a building, if he is the tenant of such a flat solely by reason of a tenancy under which the demised premises consist of or include:-

- (i) More than one flat or
- (ii) The flat and any common parts of the building or he is the tenant of more than 50% of the total number of flats contained in those premises.

The "requisite majority" of qualifying tenants is defined by the Act as referring to qualifying tenants of those flats with more than 50% of the available votes (one vote per qualifying flat), subject to a certain restrictions and qualifications contained within Section 18a of the Act.

WARNING TO LANDLORDS

A landlord commits an offence if, without reasonable excuse, he makes a relevant disposal affecting the premises to which this part of the Act Applies:-

- (a) Without first having complied with the requirements of Section 5, or
- (b) In contravention of any prohibition or restriction imposed by sections 6 to 10.