

FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

**Case Reference** 

: LON/OOBK/OCE/2015/0112

**Property** 

: 73 Portland Place, London SW1

**Applicant** 

: Howard De Walden Estates Limited

Representative

: Mr Pryor of Counsel

**Respondent:** 

73 Portland Place (Freehold) Limited &

others

Representative:

Mr Radevsky QC of Counsel for the nominee

purchaser

Mr Fieldsend for Mrs Pia Hatchard – intermediate landlord of Flat 2 Mr Heather for Ms Wendy Forester – intermediate landlord of Flat 9

Type of Application:

For the determination of the terms of

the collective enfranchisement

Tribunal Members

Mrs Sonya O'Sullivan Mrs Evelyn Flint FRICS

Date and Venue of

Hearing

1 &2 December 2015 at 10 Alfred

Place, London WC1E 7LR

**Date of Decision** 

: 17 February 2016

#### **DECISION**

## **Inspection**

- The tribunal inspected the property known as 73 Portland Place, London SW1 (the "Property") on 3 December 2015.
- 2. The Property is a substantial stone fronted block on Portland Place of 10 self-contained purpose built flats and maisonettes plus a smaller porter's flat arranged on basement, ground and upper floors 1-8. It has a lift which serves all floors, a resident porter and communal central heating. It is situated on the north-western side of Portland Place. The tribunal was able to inspect all 8 flats which are on the upper floors and 2 maisonettes both of which are situated on the ground and lower ground floor and the common parts which were well maintained and of a standard commensurate with this style of block.
- 3. Whilst at Portland Place, the tribunal also took the opportunity to make an external inspection of all of the comparables relied upon by the experts.

## **Background**

- 4. This is an application made by the freeholder pursuant to section 24(1) of the Leasehold Reform, Housing and Urban Development Act 1993 (the "1993 Act") for determination of the terms of the collective enfranchisement of the Property pursuant to Chapter 1 of the 1993 Act.
- 5. The Respondent is the nominee purchase and the Intermediate Landlords and some tenants are separately represented.

- 6. The initial notice was served on 1 December 2014 by 6 tenants of the 10 qualifying flats. The counter notice was served on 13 February 2015 in which the claim was admitted but none of the proposals were accepted. The application was made on 13 April 2015. Notices of independent acting have been served in respect of Flats 2, 3, 5, 7 and 9 and also by the intermediate landlords of the 1930 and 1990 headleases.
- 7. The title to the property is complex and multi-layered and can be summarised as follows. There are five types of lease which create different layers of title: a headlease dated 23 January 1990 granted to 73 Portland Place Ltd for a term of 75 years; leases of some of the flats for terms expiring on 23 December 2064 (some of which are overriding); a headlease of the property dated 2 June 1930 for a term of 99 years expiring on 11 October 2021; long occupational leases of flats for terms expiring on 1 October 2023 and occupational leases expiring on 1 October 2013 grated pursuant to Chapter II of the 1993 Act. The experts both attached very helpful charts providing an overview of the title structure.
- 8. A number of valuers have been instructed by the various interested parties and have signed statements of agreed facts. However only 3 valuers have provided reports to the tribunal as referred to below.

## The hearing

1) At the commencement of the hearing Counsel for the parties confirmed that the matters remaining in dispute between the parties were the valuation of the virtual freehold values, certain terms of the conveyance and hope value in relation to Flats 2, 5 and 9. During the course of the hearing the parties were able to reach agreement on the terms of the conveyance.

- 2) The parties relied on expert evidence. The Applicant relied upon a report dated 20 November 2015 and a supplemental report dated 1 December 2015 of Mr Kevin Ryan of Carter Jonas LLP. The Applicant also relies on a report and valuation of Ania Symonowicz dated 23 November 2015. The nominee purchaser relied upon a report by Mr Robert Orr- Ewing of Knight Frank dated 18 November 2015 and a supplemental report dated 26 November 2015. Both experts also relied on revised comparable evidence and revised valuations submitted during the course of the hearing. The experts attended the hearing to give evidence.
- 3) The Respondent Nominee Purchaser also relied on a witness statement of Mr Sharma, the lessee of Flat 1 together with a witness statement of Martin Otvos dated 30 November 2015. Neither witness gave evidence at the hearing.
- 4) The evidence heard and the Tribunal's decision is set out below. What follows is necessarily a summary of the evidence, the majority being in any event contained in the bundles before the tribunal.

## The Estimated Value of the Freehold in possession

- 5) The disagreements between the valuers relate only to the vacant possession values. They both adopt the conventional approach of analyzing comparable transactions. They disagree on how to analyse the various comparables, how to deal with the difference in upper floor levels and the value of any view and how to compare the maisonettes known as flats 1 and 2.
- 6) Although there was an issue between the valuers as to the adjustment to be made for a parking space/ garage this was agreed.
- 7) Both experts relied on a number of direct comparables as follows:

## i. Flat 4 at 74 Portland Place

Mr Ryan had made an adjustment of 1% for size and -5% for condition. Mr Orr-Ewing had made a deduction of -10% for improvements and -5% for what he described as its lateral layout. Mr Orr-Ewing's adjustment for time was noted to contain an error. We considered the particulars of sale for this flat and noted that it was a sumptuous apartment in what appeared to us to be a grander building. We considered it not dissimilar to the subject flats in terms of layout, especially to the front. We therefore made an adjustment of -10% for improvements and 1% for size in that we agreed that the proportions of this flat were larger than the others. We made no allowance for the lateral layout as we considered the layout to be similar to the subject flats.

## ii. Flat 5 at 5 Portland Place

Mr Orr- Ewing questioned whether the flats at 5 Portland were comparable at all given that it was a new development of seven flats all of which were brought to the market at approximately the same time with both flats and common parts fitted out to the highest specification and thus did not take them into account. Mr Ryan made a deduction of 12.5% for condition and 5% for location. Having considered the sales particulars and inspected the property from the exterior we agreed with Mr Orr-Ewing that these flats were not good comparables in that they were contained in a new development and obviously of a very high specification and in our view would require too much adjustment to be reliable. Accordingly we did not place any weight on the transactions in this block.

#### iii. Flat 22 at 55 Portland Place

Both experts agreed the flats to the front are comparable. Flat 22 is however situated in a separate block to the rear of the main building. Mr Orr-Ewing accepted that the flats to the rear are not as good as the flats in the main building fronting Portland Place. We were able to inspect this flat which we found to be in good order. Both valuers made a deduction of 15% for condition and 2.5% for the benefit of outside space. Mr Orr-Ewing made an adjustment of 15% for location with Mr Ryan made an adjustment of 20%. This flat was more akin to a mews property in our view, it did not look out onto Portland Place and we therefore considered an adjustment of 20% to be appropriate for location. We had two sales for this flat before us, one for the flat in unimproved condition and one for the flat in excellent condition close to the valuation date. We considered the difference between those 2 sales should mostly be attributable to the improved condition but noted that this resulted in an increased value of almost 30%. The experts had agreed that the market went up by some 7.1% in that time so the improvements appear to have added some 22.7% of value. This seemed to us somewhat out of kilter and unreliable. We therefore preferred to rely on the second sale which was closer to the valuation date and on the basis of our inspection considered a deduction of 10% to be appropriate for condition. Thus to summarise therefore taking the second sale we made an adjustment of 20% for location and a deduction of 10% for condition, the valuers having agreed a deduction of 2.5% for outside space.

#### iv. Flat 16 at 2 Mansfield Street

Mr Ryan had made an adjustment of 7.5% for location. Mr Orr-Ewing making an adjustment of 4% in reliance on a tribunal decision (reference LON/OOBK/OLR/20140548). Mr Ryan considered this building to be on a par with the Property whereas Mr Orr-Ewing felt 2 Mansfield Street was slightly better, the hall of the building being particularly grand with a large desk behind which the 24 hour porter

sits. This is said to be in contrast with the Property where the porter is said to sit in cramped conditions to the rear in a kiosk. The flat was agreed to be unmodernised. We did not consider this flat to be the best comparable. We considered it a very different animal as it is tucked away from the hustle and bustle of Portland Place and contained in an imposing building which gives the appearance from the front of being detached. The flats also appear to benefit from being very wide. Although we did not consider this was the best comparable we were of the view that it was helpful as it was unmodernised. We therefore accepted Mr Ryan's figure of 7.5% for location, not being bound by the tribunal decision relied upon by Mr Orr-Ewing and having made our own inspection.

## v. Flat 15 at 55 Portland Place

Mr Orr-Ewing did not consider this was a good comparable although Mr Ryan placed reliance on it. We noted that it had a 21 year lease and would have required an adjustment of over 40% to convert to freehold. Given the extent of the adjustments required we considered this comparable unreliable thus disregarded it.

#### vi. Flat 39 at 2 Mansfield Street

Mr Ryan made an adjustment of 7.5% for location on the same basis as Flat 16 above. We noted that in Mr Ryan's table his figures for condition and location were transposed. He also made an adjustment of 15% for what he said was a very small kitchen at 7.6 x 8.3 feet. Mr Orr-Ewing made a deduction of 10% for condition as he says the flat is immaculately presented. We made a deduction of 7.5% for location on the same basis as for Flat 16 at 2 Mansfield. We considered an adjustment of 5% should be made to reflect the relatively very small kitchen and a deduction of 10% to reflect the condition which appears to have been immaculate from the sales particulars.

#### vii. Flat 25 at 2 Mansfield Street

Both valuers agreed a deduction of 15% should be made for condition and 7.5% for location. Although Mr Ryan agreed the figure of 7.5% for location we noted that it had not been factored into his table. Mr Orr-Ewing had made a deduction of 5% for layout. We agreed that the flat had a better layout as the kitchen, dining room and reception were all situated across the front of the flat with the bedrooms to the rear and a separate (tradesmen's) entrance into the ensuite staff bedroom. We therefore agreed a deduction of 5% to be appropriate for the layout.

## viii. Flat 5 at 82 Portland Place

We considered this was a grander building with more imposing features than the Property. We noted that the flat was unimproved and that the valuers had agreed that no adjustments were required.

#### ix. Flat 43 at 2 Mansfield Street

We made an adjustment of 7.5% for location on the same basis as the other flats at 2 Mansfield Street. The valuers disagreed on condition with Mr Orr-Ewing arguing for 15% and Mr Ryan for 10%. We noted that the flat was stated to be "beautifully presented" in the sales particulars and considered a deduction of 10% to be appropriate.

#### x. Flat 21 at 55 Portland Place

We did not consider this to be a good comparable as it was situated in a rear block and more akin to a mews property. We therefore made an adjustment of 20% for location, the valuers already having agreed an adjustment of 2.5% for outside space.

#### xi. Flat B at 82 Portland Place

The valuers agreed an adjustment of 10% for condition and we did not consider any other adjustments to be appropriate.

## xii. Flat 74 at 73 Portland Place

Mr Orr-Ewing had made a deduction of 5% for condition. We did not consider any adjustment needed be made for condition as this appeared to be a well maintained flat in reasonable condition, the leaseholder having complied with the repairing covenants in the lease.

## xiii. Flat 2 at 73 Portland Place

Neither valuer had made any adjustments and we agreed with this approach. We considered that the issue of noise from the underground trains was only relevant when comparing flats in other buildings. Although this had been an issue between the parties, Mr Orr-Ewing had conceded this approach at the hearing.

## xiv. Flat 1 at 73 Portland Place

No adjustments were made by either valuer.

## xv. Flat 1 at 73 Portland Place - settlement evidence

Mr Ryan did not consider that settlement evidence should be taken into account. Mr Orr-Ewing considered that settlement evidence was relevant and had made no adjustments. Our view was that settlement evidence in relation to Flat 1 should be taken into account as it related to the subject property and we noted that the landlord had

been professionally represented in negotiations. We therefore considered it would be helpful.

## xvi. Flat 2 at 5 Portland Place

Mr Orr-Ewing disregarded this flat as a different animal. Mr Ryan conceded that there was a very large difference between Flat 2 at 5 Portland Place and the basement flats. We agreed and did not take this into account.

## xvii. Flat 10 at 73 Portland Place

This was a premium for an agreed lease extension where the flat had been valued in an unimproved condition. Mr Ryan disregarded this as he did not consider settlement evidence should be taken into account, Mr Orr-Ewing relied on it and made no adjustments. Our view was that this was helpful evidence and should be taken into account.

- 8) Having analysed the transactions Mr Orr-Ewing stood back from the range of adjusted rates to reach a rate of £1,900.
- 9) Mr Orr Ewing then applied this rate from the fourth floor and adjusted by £25 psf upwards and downwards. That results in a rate of £1,825 for the first floor and £2,000 psf for the top floor.
- 10)Mr Ryan took a slightly different approach in relation to the flats on the upper floors: he discounted what he saw as outliers and took an average of the upper floor sales comparables reaching an average of £2011 psf. He then applied this to the fourth floor then adjusted by 1.5% per floor (see below). In the case of Flats 9 and 10 he adjusted by 10% and 15%respectively to reflect the views. (See below). In the case of Flats 1 and 2 he relied on the sales evidence in respect of Flat 2, analyzing it by using the floor area from the sales particulars which he accepted had

been shown to be incorrect but he was of the opinion that these were the areas in the purchaser's knowledge prior to the sale. He made an adjustment of 15% for better layout and accommodation to arrive at the value for Flat 1.

- 11) As a general submission Mr Radevsky invited the tribunal to give more weight to Mr Orr-Ewing's approach as he had made appropriate concessions during his evidence unlike Mr Ryan and also because he had stood back from the evidence after analysis to reach what he considered was the right figure.
- 12) Mr Sharma did not give evidence as the Applicant indicated that it did not wish to cross examine him. Mr Radevsky invited the tribunal to accept his evidence in full. He stressed that he was not giving an expert opinion but rather evidence of his experience of living in the two different flats. Mr Pryor suggested that Mr Sharma had "an axe to grind", his evidence was not independent and not market evidence and thus did not assist the tribunal.

## Comparable evidence - the tribunal's conclusion

13) Our conclusions in relation to each comparable are set out above. We attach a schedule of the comparables which confirms the adjustments we have made. We placed no weight on the transactions at 5 Portland Place as we agreed it was a very different animal to the subject property. We also disregarded the short lease at Flat 15 at 55 Portland as the significant adjustment required due to the short lease length made reliance on the sale in our view unreliable. Taking an average of the adjusted comparables we relied upon we reached a figure of £1897 psf which we rounded to £1900 psf. We noted that this was the same figure as that reached by Mr Orr Ewing.

## Flats 1 and 2, 73 Portland Place - adjustment

14) The experts differed on whether an adjustment should be made between Flats 1 and 2. It was accepted that noise from the underground would affect both. Mr Ryan submitted that Flat 1 was improved as it had a better layout. We noted on our inspection that Flat 2 was currently let and the reception rooms were being used as bedrooms. The kitchen in Flat 2 was noted to be particularly narrow at only 1.55 metres wide whilst Flat 1 was wider throughout. We therefore considered that an adjustment should be made of 15% for the layout of Flat 1.

#### **Increased values**

- 15) Both valuers accepted that an allowance should be made in principle for the increasing value per square foot from the lower to upper floors. Both agreed the fourth floor as the starting point. Mr Orr-Ewing's approach was to add £25 per square for each floor whereas Mr Ryan considered a percentage of 1.5% appropriate adding a further 10% for Flat 9 and 15% for Flat 10 to account for what he said were stunning views. Mr Orr-Ewing had taken photographs of the views from Flats 9 and 10 and considered the view as not remarkable.
- 16) We noted that in the analysis of the comparables both valuers had adopted a 1.5% adjustment per floor, using the 4<sup>th</sup> floor as the starting point. We did not consider a rate psf to be appropriate as this would be distorted by the increase in the gross internal areas of the larger flats. In reaching this conclusion we noted that there was a difference in floor area of 1.37% between Flats 1 and 2 and 1.27% between Flats 6 and 7. It is a well-established valuation principle that the method of devaluation should also be adopted in the valuation accordingly we preferred the fixed percentage method contended for by Mr Ryan and adopted his rate of 1.5%.
- 17) We then went onto consider whether any further allowance should be made for Flats 9 and 10. We noted on inspection that Flat 9 had improved views

in comparison with the lower flats although the view over Regents Park from the front of the flat was limited the view from the side of the flat was good although it was dominated by neighboring blocks. We also noted that the windows were smaller than those of Flat 10 and there was less natural light. We therefore considered an allowance of 2.5% to be appropriate for Flat 9. On inspection of Flat 10 however we had noted stunning views throughout the flat from all aspects over Regent's Park and the surrounding area as well as across the skyline generally. In our opinion these views warranted an adjustment of 15%.

18) In relation to Flat 2 we adopted the sale price as on our analysis we reached a figure very close to the sale price.

## The GIA of Flat 2

19) There was an also an issue as to which GIA should be adopted in relation to Flat 2. In short the GIA in the sales particulars had later been shown to be wrong after the flat was properly measured. The question for the tribunal was which GIA should be used in the analysis. We agreed that on inspection before purchase a purchaser will have an impression of size and will have some regard to the sales particulars. We are unaware if the flat was measured before purchase. However we do now have accurate figures for the GIA of the flat and consider that we should adopt the most accurate data. We note in any event that the parties appear to have agreed the figure of 1596 square feet as this was subsequently included in the valuation template provided to the tribunal.

## **Hope value**

20) The intermediate leaseholder of Flat 5 is being treated as a participator having recently served a notice of separate representation. Two relatively minor issues arose in relation to hope value as follows;

- a) If Flats 5 and 9 are party to an agreement by which they will receive long leases on completion of the transfer what should the hope value be? Flats 5 and 9 contend for 50%; and
- b) The Applicant and Respondent Nominee Purchaser differ in their approach to appropriating hope value. The Applicant apportions these values by reference to their respective interests in the whole building whereas the Respondent has apportioned in proportion to the values in reversion only in Flats 2 and 9. Mr Orr-Ewing argues that that it only those interested in the reversion in the respective flats who can expect to receive hope value. The Applicant says Mr Orr-Ewing's approach is not consistent with paragraph 9(2) of schedule 6 to the 1993 Act and has the effect of increasing the amount payable to the overriding leaseholders of those flats.
- 21) Mr Radevsky conceded that the issue of whether post valuation factual evidence should be taken into account was a difficult one in respect of which he sat on the fence. However he did seek to assist the tribunal as follows. Schedule 6 paragraph 3 provides that the valuation must be based on the "relevant date" assuming the sale of each interest on the relevant date. However he then referred the tribunal to section 18 which provides in square brackets "[time when binding agreement in force] as originally drafted the valuation date was when interests to be acquired were established not the date of service of the notice as later amended". Thus he submitted the binding agreement could be some time after the date of the notice. If this were not the case he suggested that section 18 would be deprived of its purpose. If it is right that the subsequent agreements be taken into account then he submitted the only expert evidence following disclosure of the agreement in relation to flat 5 was 50% since the percentage agreed by the experts previously had been 15%. He conceded that it might be possible that the tribunal did not consider it should be as much as 50% but underlined that we had no evidence from the experts as to any lower amount.

- 22)Mr Heather acted for Flat 5. He submitted that the transaction was a factual event which took place almost a year after the valuation date. He relied on the decision reached in Vale Court [The trustees of the Sloane Stanley Estate –v Charles Carey Morgan (1) Jon Matthew Stephenson (2) 2011 UKUT 415 LC] to say it should not be taken into account. He submitted that the conclusions reached in relation to the service of section 42 notice where it was held that it was post valuation factual evidence which would not be taken into account should apply equally here. As far as section 18 was concerned he suggested this was a difficult provision. He did not however agree that it was rendered toothless by an inability to take into account post valuation agreements. He submitted that there was more than one type of agreement that could be taken into account such as existing agreements. He also submitted that there were no consequences for non compliance which underlined the fact it is a troublesome provision. However if the tribunal disagreed Mr Heather suggested the relevant percentage to be applied was 15% as he said there were no facts leading to anything more than 15% given that as at December 2014 the agreement was no more than a twinkle in the eye. He submitted that 50% was much too high. We heard that the extension of the lease of Flat 5 was not a certainty; we knew nothing about the documents or parties to the agreement and whether it was legally enforceable. Further we did not know when the lease might be granted, i.e. in the first or even final year of the term.
- 23)Mr Fieldsend acting for Flat 9 adopted Mr Heather's submissions but made in addition some short points. He submitted that it was clear that *Vale Court* was not confined to the circumstances of a section 42 notice as was clear from paragraph 117 of the decision where it was referred to as a piece of factual evidence post valuation date. He submitted there was no basis upon which it should be distinguished from a section 18 agreement. As far as the provisions of section 18 were concerned he submitted that paragraph 3 makes exceptions, thus by the fact Parliament made express exception to the principle supports the submission that Parliament would have made

- express provision had it meant for documents post valuation to be taken into account.
- 24)For the Applicant Mr Pryor submitted that one of the purposes of section 18 was to require pre and post agreements to be disclosed such as they affect valuation. He said it was clear that there must be provision for documents post valuation to be taken into account and did not agree that section 18 was toothless as suggested by Mr Heather. Section 18(1) (b) requires notification of any agreements and it was said that it was obvious that inevitably the grant of a new lease would take place. Both valuers agreed 50%.

## Hope value- the tribunal's decision

- 25)We considered a percentage of 15% to be appropriate. There was no guarantee that the grant of a new lease would happen. Before the 2002 Act the valuation date had floated but had become fixed on commencement of the Act. We were not persuaded that the provisions of section 18 were aimed at post valuation evidence being taken into account and we agreed that it was likely that Parliament would have made express provision if that is what it so wished.
- 26)Mr Radevsky had suggested we were confined to a percentage of 50% as we had no other evidence before us. However we did have evidence that pre disclosure of the agreement both valuers had in fact agreed 15% to be appropriate.
- 27)We were persuaded in our view by the decision in *Vale Court*. In this case the Upper Tribunal concluded at paragraph 117 that the LVT was wrong to hold that the service of a section 42 notice triggered hope value as it was served 18 months after the valuation date commenting that "any post valuation factual evidence must, of course, be ignored". Although the circumstances on that case relate to the service of a section 42 notice we see no reason why the principle reached should not apply equally here given that the agreement in this case is likewise a piece of factual evidence.

## Summary of the Tribunal's Decision

We therefore determined that the premium to be paid by the Nominee Purchaser on the collective enfranchisement, in accordance with section 24(1) of the 1993 Act is £13,776,700 as shown on the attached valuation.

Name:

Sonya O'Sullivan

Date:

17 February 2016

Reversion to Freehold in possession 24/12/2064

# valuation template agreed by parties for use by ftt

Leasehold Reform, Housing and Urban Development Act 1993 Valuation in accordance with Schedule 6 03-Dec-15

73 Portland Place, London, W1

Calculation of Price for Collective Enfranchisement as at 02 December 2014

		_ ,, ,,		6.6	GIA sqft	£/sq ft	FHVP	Split of Hope Value for Fiat 5	22
?	Flat	Particpating	Floor Level	S.C apportioment 8,30%	2,632	1,492	3,925,900	, nato	23
3	11	Y	BSMT+GF		1,596	1,356	2,164,000	15%	24
ŀ	2	N	BSMT+GF	4.70% 11.09%	2,185	1,816	3,967,500	17/6	25
j	3	Y	1st		2,165	1,843	4,192,000		25 26
•	4	Y	2nd	11.09%	2,243	1,872	4,197,800		27
7	5	N N	3rd	11.09%		1,900	4,605,600		28
3	6	Y	4th	11.09%	2,424 2.326	1,900	4,485,700		29
•	7	Y	5th	11.09%	2,326	1,957	4,539,300		30
)	8	6	6th	11.09%	2,048	2,006	4,109,000		31
1	9	N	7th	11.09%	1,818	2,307	4,194,700		32
2	10	N	8th	9.37%	410	<u>2,307</u> 854	350,000		33
3	Porter's Flat	N	BSMT	n/a	22,275	004	330,000		34
1				100%	22,213		40,731,500		35
5	#10-74 (10-95) & paint year introduction (10-95) (10-95) (10-95) (10-95)						40,101,000		36
6	Valuation of Freeh	older's Existing Inte	erest exclusive of	or Marriage valu	<b>e</b>		•		
7	1990 Headlease expires	24/12/2064							37
B	1004 Housidade Chipmen								38
<b>.</b>	Total current annual reptir	eceivable pa from 1990 Hea	adiease				5,800		39
0		F							40
1	Years Purchase	50.00	6 years @	5.50%			16.9355		41
,	reale raionage		,					98,226	42
2									43
4	Additional rent from 24/12	/2029 until 24/12/2049					5,800		44
5	Augustian Cont 2-17 (2								45
e e	Years Purchase	35.0	0 vears.@	5.50%			15.3906		46
7	Deferred	15.00					0.44650		47
,	Pelerien	10.00	,,,,,,					39,857	48
0									49
o N	Additional rent from 24/12	/2049 until 24/12/2064					11,600		50
4	Additional tenetronii 24/12	12070 UIUI 277 1212007					·		51
2	Years Purchase	15.0	0 years @	5.50%			10.0376		52
2	Deferred	35.0					0.15300		53
3	Deletted	33.0	years w	5,0070				17,815	54
4									55

155,898

58 59 60 61 62	Value of Freehold Interest in Participating T In Participating Tenants' Flats held on terms Flats 3, 4, 6, 7, 8										58 59 60 61 62
63 64	Apportioned Rent as per service charge share	as above	į.	5 x 11.09%			55.45%	86,445			63 64
65 66 67 68 69 70 71 72 73	Aggregate of 999 year leases / freehold values	s of flats		Flat No. 3 4 6 7 8	£ 3,967,500 4,192,000 4,605,600 4,485,700 4,539,300	21,790,100					65 66 67 68 69 70 71 72 73
74 75 76	Deferred	50.06	years @	5.00%	-	0.0869					75 76
77 78 79	Subtotal						<u></u>	1,893,560	1,980,005		77 78 79
80 81	In Participating Tenants' Flats held on term Flat 1	s with more than	80 years unexpi	red							80 81 82
82 83	Apportioned Rent as per service charge share	as above					8.30%	12,940			83 84
84 85 86 87 88	Reversion to Freehold in possession 1/10/211 999 year lease / freehold value of Flat 1	3			<u>Flat No.</u> 1	£ 3,925,900					85 86 87 88
89 90 91 92 93	Deferred	98.83	years @	5.00%		0.0081	demand the property of the	31,800	44,740		89 90 91 92 93
94 95 96	Total Participating									2,024,745	94 95 96
97 98	Value of Freehold Interest in Non-Participa	ting Tenants' Fla	ts excluding hop	e value							97 98
99 100	In Non-Participating Tenants' Flats on leas						45 7004	04.040			99 100 101
101 102	Apportioned Rent as per service charge share	e as above	4.7%	6 + 11.09%			15.79%	24,616			102
103 104	Flats 2 and 9										104 105
105 106 107 108 109 110	Reversion to Freehold in possession 24/12/20 Aggregate of 999 year leases / freehold value			Flat No. 2 9	<u>£</u> 2,164,000 4,109,000						106 107 108 109 110
111 112			-	- 000/		6,273,000 0.0869					112 113
113 114 115	Deferred	50,06	years @	5.00%	,	0.0964		545.124	569,740		114 115 116
116 117	Flats 5								JU3,740		117 118
118 119	Apportioned Rent as per service charge share	e as above			Page 2 of 18		11.09%	17,289			119

120 121 122 123 124	Reversion to Freehold in possession 24/12/206 Aggregate of 999 year leases / freehold values			<u>Flat No.</u> 5	<u>£</u> 4,197,800					120 121 122 123 124 125
125 126 127	Deferred	50.06	years @	5.00%	- Company	0.0869		364,789		126 127
128 129	Porter's Flat						31.		382,078	128 129
130 131	Rent				Nil					130 131
132 133	Reversion to Freehold in possession 24/12/200	34			350,000					132 133 134
134 135	Deferred	50.06	years @	5.00%		0.0869			30,415	134 135 136
136 137 138	In Non-Participating Tenants' Flats on lease	es expiring on 1/	10/2113						30,413	137 138
139 140	Apportioned Rent as per service charge share	as above					9.37%	14,608		139 140
141 142	Reversion to Freehold in possession 1/10/2113 999 year lease / freehold value of Flat 10	3								141 142

143 144 145 146 147 148 149	Deferred  Total Non-Participating	9.	8.83 yea	<u>Flat No</u> 10 ars @	<u>£</u> 4,194,70 5.00%	0.0081	33,977	48.585 	1 1 1 1 1 1,030,818	143 144 145 146 147 148 149
151 152	Total Value of Freeholde	er's Interest excluding s	statutory marriage	value or hope value	€					151 152
153 154	Add for hope value for F					(See Appendix 1)	(Row: 792)	44,033	1	153 154
155 156 157	Add for hope value for F	lat 5				(See Appendix 1)	(Row: 794)	<b>29,389</b>	1	155 156 157
158	Add for hope value for P	orter's Flat				(See Appendix 1)	(Row: 890)	2,376	1	158
159 160	Total Hope Value								75,797 1	159 160
161 162	Total Value of Freeholds	r's Interest including h	tope value but exc	uding marriage val	<u>ue</u>					161 162
163 164										163 164
165			Scot Strivensky beskyrne om valte en de skyl 1 de e				£	£	£ 1	165
166 167	Valuation of 1990 Exclusive of Marriage Va	Headlessee's Exi	sting Interest	in building	headlease ex	p 24/12/2064				166 167
168	Excitative of manage 14									168
460		Lease Expiry	Leasehold In	terest						400
169 170	Flat 1	1/10/2113	1993 lea	se ext.						169 170
171	Flat 2	23/12/2064	ILH						1	171
172	Flat 3	23/12/2064	ILH							172
173	Flat 4	23/12/2064	UL							173
174	Flat 5	23/12/2064	ILH							174
175 176	Flat 6 Flat 7	23/12/2064 23/12/2064	UL ILH							175 176
177	Flat 8	23/12/2064	UL							177
178	Flat 9	23/12/2064	ILH							178
179	Flat 10	1/10/2113	1993 lea	se ext.						179
180										180
181 182	Profit Rental Income									181 182
183	Current rent receivable		pa		Flat 1	£Nil				183
184 185 186 187 188 189 190	until 23/12/2029				Flat 2 Flat 3 Flat 4 Flat 5 Flat 6 Flat 7 Flat 8 Flat 9	580 580 580 580 580 580 580 580			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	184 185 186 187 188 189 190
192 193 194 195	Total				Flat 10	£Nil 4,640			1	192 193 194 195
196	less rent payable to HdW					5,800				196
197 198 199	Negative profit rent					(1,160)			1	197 198 199
200	Years purchase for	50	0.06 y∈	ars @	7.00%					200

201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216	Additional rent from 23/12/2029 until 23/12/2	2.25%		0.00%  Flat 1 Flat 2 Flat 3 Fiat 4 Flat 5 Flat 6 Flat 7 Flat 8 Flat 9 Flat 10		12.3462 £Nii 580 580 580 580 580 580 580 580 580 580	(14,322)		201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216
217 218	less rent payable to HdW					5,800			217 218
219	Negative profit rent					(1,160)			219 220
220 221 222	Years purchase for	35.00 2.25%	years @	7.00% 0.00%		11.2249			221 222 223
223 224 225	Deferred	15.06	years @	7.00%		0.3610	(4,701)		224 225
225 226 227 228 229 230 231 232 233 234 235 236 237 238 239	Additional rent from 23/12/2049 until 23/12/	2064		Flat 1 Flat 2 Flat 3 Flat 4 Flat 5 Flat 6 Flat 7 Flat 8 Flat 9	ı	£Nil 1,160 1,160 1,160 1,160 1,160 1,160 1,160 £Nil	(1131)		226 227 228 229 230 231 232 233 234 235 236 237 238
240 241	less rent payable to HdW					11,600			240 241
242 243	Negative profit rent					(2,320)			242 243
244 245	Years purchase for	15.00 2.25%	years @	<b>7</b> .00% 0.00%		7.8871			244 245 246
246 247 248	Defened	35.06	years @	7.00%		0.0933	(1,707)		247 248
249 250						_	-	(20,730)	249 250 251
251 252 253	Apportioned Rent to Participating Flats Apportioned Rent to Participating Flats		ess than 80 yrs ore than 80 yrs	3,4,6,7,8 1		55.45% 8.30%	(11,495) (1,721)		252 253 254
254 255	Apportioned Rent to Non-Participating Flats		ess than 80 yrs	2, 9		15.79%	(3,273) (take	n as £Nil for purposes of HV calc.) n as £Nil for purposes of HV calc.)	255 256
256 257	Apportioned Rent to Non-Participating Flats	with I	ess than 80 yrs	5		11.09%		ti do Zian (or purposes or riv valo.)	257
258 259	Apportioned Rent to Non-Participating Flats	with m	ore than 80 yrs	10		9.37%	(1,942)		258 259

260 261	Reversion										260 261
262	Porter's Flat	10/10/2023	1930 HL								262 263
263 264	Reversion from 10/10/2023 until 2	24/12/2064		0.00	years						264
265											265
266	FHVP value			350,000							266
267	adjust to a lease of 41.21 years			67.10%	234,850						267
268						234,900					268 269
269 270					say	234,300					270
271	Deferred	8.85	years @	5.5%		0.6226					271
272					•		146,249				272
273	Total Value of 1990 Headlease's	s Interest excluding sta	tutory Marriage Value	or Hope Value					125,519		273 274
274	Plus apportioment of Hope Value	Cor Floto 2 and 0				(See Appendix 1)	(Row: 797)	0			275
275 276	Flus apportionient of Hope value	FUI FIAIS Z AIIU 9				(See Appendix 1)	(10W. 731)	v			276
277	Plus apportioment of Hope Value	For Flat 5				(See Appendix 1)	(Row: 799)	0			277
278	, les apportentiers and a second					` ' '	•				278
279	Plus apportioment of Hope Value	For Porter's Flat				(See Appendix 1)	(Row: 895)	11,424			279
280 281									11,424		280 281
282											282
283										136,943	283

346			_	_			•				346
347 348	Years purchase for	35.00 2.25%	years @	8.00% 0.00%		10.0921					347 348
34 <del>9</del>						0.2420					349 350
350 351	Deferred	15.06	years @	8.00%		0.3138	(1,837)				351
352 353	Additional rent payable from 25/12/2049 until	25/12/2064				1,160					352 353
354	· -										354
355 356	Years purchase for	15.06 2.25%	years @	8.00% 0.00%		7.3248					355 356
357	P. C. v. d					0.0672					357 358
358 359	Deferred	35.06	years @	8.00%		0.0673	(572)				359
360 361	less							(8,783)			360 361
362								(0,.00)			362
363 364	Total rent received from 1930 Headlease Until 0	0/01/1900				250					363 364
365	Apportioned to Flat 3				20%	50					365 366
366 367	Years Purchase	8.85	years @	8.00%		6.1743					367
368					•	-	· ·	309			368 369
369 370									(8,474)		370
371 372	Reversion from 10/10/2023 until 23/12/206	4		0.00	years						371 372
373	FHVP value Flat 3			3,967,500							373
374 375	adjust to a lease of 41.23 years			67.11%	2,662,589						374 375
376					say	2,662,600					376 377
377 378	Deferred	8.85	years @	5.5%		0.6226					378
379 380									1,657,735		379 380
381								_	.,,		381
382 383	Total Value of ORL Flat 3									1,649,261	382 383
384	Flat 5										384 385
385 386	Total current annual rent payable by ORL Fia	nt 5				580					386
387 388	Years purchase for	50.06	years @	8,00%		10.9894					387 388
389	rears paranase for	2.25%	years @	0.00%	_	70.3331	(6,374)				389
390 391	Additional rent payable from 25/12/2029 unti	25/12/2049				580					390 391
392	• •			9.009/		10.0921					392 393
393 394	Years purchase for	35.00 2.25%	years @	8.00% 0.00%		10.0921					394
395 396	Deferred	15.06	years @	8.00%		0.3138					395 396
397	Deletted	15.00	years @	0.007		0.0100	(1,837)				397
398 399	Additional rent payable from 25/12/2049 unti	125/12/2064				1,160					398 399
400			_								400 401
401 402	Years purchase for	15.06 2.25%	years @	8.00% 0.00%		7.3248					402 403
403	Deferred			8.00%		0.0673					403 404
404 405	Deferred	35.06	years @	6.00%	3×8×400	0.0013	(572)				405
406	less							(8,783)			406 407
407	ress							(5,.55)			

409 410 411 412 413 414 415 416 417 418 419 420	Total rent received from 1930 Headlease Until 00/0 Apportioned to Flat 5  Years Purchase  Reversion from 10/10/2023 until 23/12/2064  FMVP value Flat 5 adjust to a lease of 41.23 years	1/1900 8.85	years @	8.00% 0.00 4,197,800 67.11%	20% - years 2,817,144	250 50 6.1743		30	<u>19</u> (8,47	74)	409 410 411 412 413 414 415 416 417 418 419 420
421 422 423 424 425 426 427 428	Deferred  Value of ORL Flat 5  Plus apportioment of Hope Value For Flat 5	8.85	years @	5.5%	say	2,817,100 0.6226 (See Appendix 1)	- (Row: 857)		1,753. <u>9</u> 2 1,745,45 134,25	52	421 422 423 424 425 426 427 428
429 430 431	Total incl Hope Value									1,879,70	431
432 433 434	Flat 7  Total current annual rent payable by ORL Flat 7	,				580					432 433 434
435 436 437	Years purchase for	50.06 2.25%	years @	8.00% 0.00%		10.9894	(6,3	374)			435 436 437
438 439 440	Additional rent payable from 25/12/2029 until 2	5/12/20 <b>4</b> 9				580					438 439 440
441 442	Years purchase for	35.00 2.25%	years @	8.00% 0.00%		10.0921					441 442 443
443 444 445	Deferred	15.06	years @	8.00%		0.3138		337)			444 445 446
446 447 448	Additional rent payable from 25/12/2049 until 2	5/12/2064				1,160					447 448
449 450 451	Years purchase for	15.06 2.25%	years @	8.00% 0.00%		7.3248	I				449 450 451
452 453	Deferred	35.06	years @	8.00%		0.0673		572)			452 453 454
454 455 456	less		,					(8,78	83)		455 456
457 458	Total rent received from 1930 Headlease Until 00/	01/1900				<b>2</b> 50	)				457 458
459 460	Apportioned to Flat 7				20%	50	)				459 460
461 462 463 464	Years Purchase	8.85	years @	8.00%		6.1743	-	3	0 <u>9</u> (8,4'	74)	461 462 463 464
465 466	Reversion from 10/10/2023 until 23/12/2064			0.00	years						465 466 467
467 468 469 470	FHVP value Flat 7 adjust to a lease of 41.23 years			<b>4,</b> 485,700 67.11%	3,010,353						468 469 470

471 472 473 474 475 476	Deferred	8.85	years @	5.5%	say —	3,010,400 0.6226	-		a.c.	1,874,275_	1,865,801	471 472 473 474 475 476
477 478	Value of ORL Flat 7										1,005,001	478
479 480	Flat 9											479 480
481 482	Total current annual rent payable by ORL Flat	9				580						481 482
483 484 485	Years purchase for	50.06 2.25%	years @	8.00% 0.00%	_	10.9894		374)				483 484 485
486	Additional rent payable from 25/12/2029 until 2	25/12/2049				580						486 487
487 488 489	Years purchase for	35.00 2.25%	years @	8.00% 0.00%		10.0921						488 489 490
490 491 492	Deferred	15.06	years @	8.00%	_	0.3138		337)				491 492 493
493 494	Additional rent payable from 25/12/2049 until 2	25/12/2064				1,160						494
495 496 497	Years purchase for	15.06 2.25%	years @	8.00% 0.00%		7.3248	3					495 496 497 498
498 499 500	Deferred	35.06	years @	8.00%	_	0.0673		572)				499 500 501
501 502	less								(8,783)			502
503 504	Total rent received from 1930 Headlease					250	)					503 504
505 506	Until 00 Apportioned to Flat 9	/01/1900			20%	50	)					505 506
507				0.000/	20,7							507 508
508 509	Years Purchase	8.85	years @	8.00%	-	6.1743	<b>-</b>		309			509
510 511									_	(8,474)		510 511
512 513	Reversion from 10/10/2023 until 23/12/2064			0.00	years							512 513
514					years							514 515
515 516	FHVP value Flat 9 adjust to a lease of 41.23 years			4,109,000 67.11%	2,757,550							516
517 518					say	2,757,500						517 518
519	Deferred	8.85	voore (ii)	5.5%	,	0.6226						519 520
520 521	Deterred	0.05	years @	3.076	_	0.0220	_			4 340 000		521 522
522 523									-	1,716,820		523
524 525	Value of ORL Flat 9									1,708,346		524 525
526	Plus apportioment of Hope Value for Flat 9				+	(See Appendix 1)	(Row: 807)			132,031		526 527
527 528	Total Value of Intermediate Lease Flat 9										1,840,377	528

									•		
529 530 531 532	Valuation of 1930 Headlessee's Existing Int Exclusive of Marriage Value	erest in building		hea	diease exp 10/10/	2023		£	£	£	529 530 531 532
533 534	Leases of Flats 2, 3, 5, 7 and 9 expiring on		00/0	01/1900							533 534
535 536	Profit Rental Income										535 536
537	Current rent receivable from	Flat 2		200							537
538		Flat 3		200							538 539
539 540		Flat 5		200							540 541
541 542		Flat 7		200							542 543
543 544		Flat 9		100							544
545 546											545 546
547 548		Total		900							547 548
549	less rent payable to ORLs			250							549
550			*******	200_	650						550 551
551 552	Profit Rent										552
553 554	Years purchase for	8.85 2.25%	years @	8.00% 0.00%	5.4532						553 554
555 556						3,545					555 556
557	Apportioned Rent to Participating Flats Nos 3	and 7			2 x 20%	40.00%	1,418				557 558
558 559	Apportioned Rent to Non-Participating Flats N	os 2 and 9			2 x 20%	40.00%	1,418				559 560
5 <del>6</del> 0 561	Apportioned Rent to Non-Participating Flat No	5			20% _	20.00%	<u>5</u> 709				561
562 563						100.00%					562 563
564 565	Reversion to underleases - 10 days only						0				564 565
566 567	Immediate reversion in Porters Flat - vacant p FHVP value	ossession of flat w	ith 8.85 years ur	nexpired 350,000							566 567
568 569	adjust to a lease of 8.85 years			23.30%	81,550						568 569
570					say		81,600				570 571
571 572	Value of Intermediate Leasehold Interest in Pa	articipating Tenant	s' Flats	val	lue of rent only		1,418		1,418		572 573
573 574	Value of Intermediate Leasehold Interest in N	on-Participating Te	nants' Flats	val	lue of rent + VP of F	Porter's Flat	2,127	81,600	83,727		574 575
575 576	Value of Intermediate Leaseholder's Interest to	before statutory ma	arriage value						85,145		576
577 570	Plus apportioment of Hope Value Flats 2 and	۵			,	(See Appendix 1)	(Row: 812)		110		577 578
578 579	rius apportionient oi nope value riats 2 and	3			,	(CCC Appoints 1)	(1.011 0 1)				579
580	Plus apportioment of Hope Value Flat 5				•	(See Appendix 1)	(Row: 814)		55		580 581
581 582	Total incl. Hope Value									85,309	582 583
583 584	Value of All Landlords' Existing	Interests (inc	l. Hope Val	ue but excl. Ma	rriage Value):						584
585	· · · · · · · · · · · · · · · · · · ·										585 586
586				Int	erest excl. Hope V Page 12 of 18	/alue	Hope Value				586

587										587
588 589	Freeholder's			3,055,563	÷	75,797	total		3,131,360	588 589
590 591	1990 Headlease			125,519	+	11,424	total		136,943	590 591
592 593	Intermediate Lease Flat 2			895,728	+	69,227	total		964,955	592 593
594 595	Intermediate Lease Flat 3			1,649,261	+	0	total		1,649,261	594 595
596 597	Intermediate Lease Flat 5			1,745,452	÷	134,257	total		1,879,709	596 597
598 599	Intermediate Lease Flat 7			1,8 <b>6</b> 5,801	+	0	total		1,865,801	598 599
600 601	Intermediate Lease Flat 9			1,708,346	+	132,031	totai		1,840,377	600 601
602 603	1930 Headiease		_	85,145	+	110	total	***	85,255	602 603
604	Total Value of All Landlords' Existing Inte	rests:		11,130,816	+	422,845	Tota	al	11,553,661	604
605 606	Calculation of Statutory Marriage Value for	r Particioati	ng Tenants' Flat:	R						605 606
607	held on leases of less than 80 years unex			=						607
608	Makes of Department Interests on the con-									608 609
609 610	Values of Proposed Interests as above 999 year leases with share of freehold									610
611	•			Flat No.		Nr FHVP				611
612 613				3 7		3,967,500 4,485,700				612 613
614				4		4,192,000				614
615				6		4,605,600				615
616 617	Total			8		4,539,300		21,790,100		616 617
618	i otal							21,100,100		618
619	<u>Less</u>									619
620 621	Values of Existing Interests as above									620 621
622	values of existing interests as above									622
623 624	Freeholder's						1,980,005			623 624
625 626	Headiessee's (lease 1990)						(11,495)	•		625 626
627 628	Intermediate Leaseholder's of Flat 3 (exp. 23/12/2064)						1,649,261			627 628
629 630	Intermediate Leaseholder's of Flat 7 (exp. 23/12/2064)						1,865,801			629 630
631	Headlessee's (lease 1930)						1,418			631 632
632 633 634	Underleases									633 634
635	Participating Tenants*	Flat No.	%FHVP Value		£					635
636	with leases expiring on 1/10/2023	3	3,967,500	23.30%	924,4					636 637
637 638		7	4,485,700	23.30%	1,045,2	00_				638
639						1,969,600				639
640					•					640
641 642	Participating Tenants' with leases expiring on 23/12/2064	<u>Flat No.</u> 4	<u>%FHVP Value</u> 4,192,000	74.15%	<u>£</u> 3,108,4	00				641 642
643	mui icases expiring on 23112/2004	ŝ	4,605,600	74.15%	3,415,1					643

644 645 646		8	4,539,300	<b>7</b> 4.159	%3	,365,900	g es	9,400				644 645 646
647						-	3,00		11,859,000	17,343,991		647 648
648 649 650	Gain in value on marriage of interests									4,446,109		649 650
651 652	Attributed to landlords								50%		2,223,055	651 652
653									00%		13,776,716	653
654 655	Enfranchisement Price								Say		13,776,700	654 655
656	Fortunation and British Association								•			656 657
657 658	Enfranchisement Price Apportionment											658
659 660	To Freeholder											659 660
661	Value of interest								3,131,360			661 662
662 663	Share of marriage value		2,223,055	х		,131,360	=		602,509			663
664 665	Other losses				11	,553,661			Nil			664 665
666 667								say	3,733,869	3,733,850	27.10%	666 667
668								Say		0,,00,000	2,1,0,3	668
669 670	To Headlessee (1990)											669 670
671 672	Value of interest								136,943			671 672
673	Share of marriage value		2,223,055	х		136,943	=		26,349			673 674
674 675	Other losses				11	,553,661			Nil			675
676 677								say	163,293	163,300	1.19%	676 677
678	To Intermediate Leaseholder Flat 2							,		,		678 679
679 680	Value of interest								964,955			680
681 682	Share of marriage value		2,223,055	х		964,955	=		185,668			681 682
683	Other losses				11	,553,661			Në			683 684
684 685	Other losses								1,150,623			685
686 687	To Intermediate Leaseholder Flat 3				•			say		1,150,600	8.35%	686 687
688	Value of interest								1,649,261			688 689
689 690												690
691 692	Share of marriage value		2,223,055	Х		,649,261 ,553,661	=		317,336			691 692
693 694	Other losses								Nil 1,966,597			693 694
695								say	.,,	1,966,600	14.27%	695 696
696 697	To Intermediate Leaseholder Flat 5											697
698 699	Value of interest								1,879,709			698 699
700	Share of marriage value		2,223,055	Х		,879,709 ,553,661	<b>11</b>		361,677			700 701
701 702	Other losses					ا 100و000			Nil			702
703 704								say	2,241,386	2,241,400	16.27%	
705	To Intermediate Leaseholder Flat 7			Page 14 of	40			-				705

706 707 708 709 710 711 712 713 714	Value of interest Share of marriage value Other losses	2,223,055	X		1,865,801 11,553,661	<b>=</b>	say	1,865,801 359,001 <u>Nil</u> 2,224,802	2,224,800	16.15%	706 707 708 709 710 711 712 713 714
715	To Intermediate Leaseholder Flat 9										715 716
716 717	Value of interest							1,840,377			717
718	value of interest										718
719	Share of marriage value	2,223,055	Х		1,840,377	=		354,109			719 720
720 721	Other losses			1	11,553,661			Nä			721
722	Other losses							Nii 2,194,486			722
723							say		2,194,500	15.93%	723
724 725	To Headlessee (1930)										724 725
726	10 Fleadlessee (1930)										726
727	Value of interest							85,255			727
728	Observation value	2,223,055	х		85,255	=		16,404			728 729
729 730	Share of marriage value	2,223,033	^		11,553,661			10,707			730
731	Other losses							Nil			731
732							0011	101,659	101,700	0.74%	732 733
733							say	-	101,100	0.1770	734
734	me in the								£13,776,750	100.00%	735
735	Enfranchisement Price								210,110,100	100.0070	736
736 737											737
738											738
739											739 740
740 741											741
742											742
743											743
744											744

745							APPENDIX TO VALUATION	745
746 747		HOWARD DI	E WALDEN MANA	AGEMENT LIMITED				74 <del>6</del> 747 748
748 749 750			749 750 751					
751 752				752 753				
753 754		Calculation of H		articipating Tenants Fiats				754 755
755 756			as at 02 December 2	014				756
757 758			£	£	£	£		757 758
759 7 <del>6</del> 0	APPENDIX 1 HOPE VALUE FOR FLATS 2 and 9 as if leases expire on 23/12/2064							759 760
761 762	Value of flats on 999 year leases / as virtual freeholds							761 762
763	value of hals on 555 year reaces 7 as virtual neutrolog	<u>Flat No.</u> 2		<u>Nr FHVP</u> 2,164,000				763 764
764 765		9		4,109,000	0.070.000			765 766
766 767	Less				6,273,000			767
768 769	Values of Existing Interests in flats							768 769
770 771	Freeholder's (Row: 116) 1990 Headlease (Row: 255)		569,740 0					770 771
772	Intermediate Leaseholder Flat 2 (Row: 332)		895,72 <b>8</b>	1				772 773
773 774	Intermediate Leaseholder Flat 9 (Row: 524) 1930 Headlease (Row: 559)		1,708,346 1,418					774
775 776	Underlessees' Flat No. Nr FHVP			3,175,233				775 776
777 778	2 2,164 9 4,105		504,200 957,400					777 778
779	3	,000		1,461,600	4,636, <b>8</b> 33			779 780
780 781								781 782
782 783	Gain in value on marriage of interests				1,636,167			783
784 785	Attributed to hope value for All Landlords		@	15%	245,425			784 785
786				say		245,400		786 787
787 788	Apportioment of hope value payable							788 789
789 790	<u>To Freeholder</u>							790 791
791 792	Share of hope value	245,400	х	569,740	22	44,033	17.94%	792
793 794				3,175,233				793 794
795 796	To Headlessee (1990)							795 796
797	Share of hope value	245,400	X	3,175,233	=	0	0.00%	797 798
798 799	The Late of the Company of the Compa			o, 1. o,ve				799 800
800 801	To Intermediate Leaseholder Flat 2	_				00.007	00 040/	801
802 803	Share of hope value	245,400	X	895,728 3,1 <b>7</b> 5,233	=	69,227	28.21%	803
804 805	To Intermediate Leaseholder Flat 9		Pone 16 of 1	c				804 805

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806 807 808 809	Share of hope value			245,400	х _	1,708,346 3,175,233	=	132,031		53.80%	806 807 808 809
810 811	To Headlessee (1930)										810 811
812 813	Share of hope value			245,400	х _	1,418 3,175,233		110		<b>0</b> .04%	812 813
814 815	Total								245,400		814 815
816 817											816 817
818 819	APPENDIX 1 HOPE VAL	UE FOR FLAT expires on 23/									818 819
820 821	Value of the flat on 999 year leases / a	-			Fiat No.		Nr FHVP				820 821
822 823	Less				5		4,197,800				822 823
824 825	Values of Existing Interests in flats										824 825
826 827	Freeholder's 1990 Headlease		(Row: 128) (Row: 256)		382, <b>07</b> 8 0						826 827
828 829	Intermediate Leaseholder Fiat 5 1930 Headlease		(Row: 426) (Row: 561)		1,745,452 709						828 829 830
830 831						2,128,239					831 832
832 833	Underlessee's <u>F</u>	Flat No.	Nr FHVP			070 470					833 834
834 835		5	4,197,800	23.30%	-	978,100 -	3,106,339				835 836
836 8 <b>37</b>							1,091,461				837 838
838 839				@	}	15%	163,719				839 840
840 841				•		\$	say	163,700			841 842
842 843	Apportioment of hope value payabl	le									843 844
844 845 846	To Freeholder										845 846
847 848	Share of hope value			163,700	Х ,	382,078 2,128,239	=	29,389		17.95%	847 848
849 850	To Headlessee (1990)					. ,					849 850
851 852	Share of hope value			163,700	X	0	=	0		0.0 <b>0</b> %	851 852
853 854	That of Hope Value				·	2,128,239					853 854
855 856	To Intermediate Leaseholder Flat 5										855 856
857 858	Share of hope value			163,7 <b>0</b> 0	X .	1,745,452 2,128,239	=	134,257		82.01%	857 858
859 860	To Headlessee (1930)										859 860
861 862	Share of hope value			163,700	x	709	=	55		0.03%	861 862 863
863 864	Total					2,128,239			163,700		864 865
865 866											866

	as if lease expires on 2	RTER'S Flat 24/12/2064									867 868
869 870 871	Value of flats on 999 year	ar leases / as virtual freeholds	Porter's Flat	350,00	ס						869 870 871
	Less Values of Existing intere	ests in Porter' Flat									872 873
874 875	Freeholder's	(Row: 136)	30,415								874 875
876 877	1990 Headlease	(Row: 272)	146,249_	176,664							876 877
878 879	1930 Headlease	(Row: 570)	takena:-	81,600	258.:	64_					878 879
880 881 882	Gain in value on mamag	ge of interests			91,	36					880 881 882
883 884	Attributed to hope value	for All Landlords	@	15%	13,	60					883 884
885 886	Apportioment of hope	value payable			say		13,800				885 886
887 888	To Freeholder										887 888
889 890 891	Share of hope value		13,800	×	30. 176,	115 =		2,376		17.22%	889 890 891
892 893	To Headlessee (1990)		·		, r u,	.0-1					892 893
894 895	Share of hope value		13,800	x	146,:			11,424		82.78%	894 895
896 897 898 899					176,	664			13,800		896 897 898 899

#### 73 Portland Place London W1 Schedule of Adjusted Comparables

Property	Floor Date o	of Sale Tenur	re/years Sal £	e Price	Adjust to SoF	Adjust to December 2014 GIA	£p				
Flat 4 74 Portland Place	4	Jul-15	84.25	10,225,000	10,914,816	5 11,121,966	4,983	2,232 110% 2. nii 3.+1%		size	
Flat 22 55 Portland Place	4	Dec-14	110.25	2,880,000	2,944,484	4 2,944,484	1,453	2,026 1109 2. +20 32.5	%	balcony	
Flat 16 2 Mansfield Street	. 2	Jun-14	46	3,500,000	4,447,268	3 4,328,265	2,250	1,924 1. nil 2. +7.5 3. nil	2,068 5%		
Flat 39 2 Mansfield Street	: 5	Mar-14	136.25	3,198,000	3,230,30	3,256,124	1,705	1,851 1109 27.5 3.+5%	%	v smali kit	
Flat 25 2 Mansfield Street	; 2	Oct-13	136.75	5,700,000	5,757,570	6 5,896,155	2,540	2,321 1 5% 2 7.5 35%	%	lateral	
Flat S 82 Portland Place	5	Jun-13	98	5,275,000	5,415,81	1 5,730,950	2,857	2,006 1. nil 2. nil 3. nil	2,006	agreed	
Fiat 43 2 Mansfield Street	5	Jun-13	137	4,200,000	4,242,424	4 4,489,285	2,099	2,139 1109 2 7.5 3. nil	•		
Flat 21 55 Portland Place	3	Feb-13	112.25	1,995,000	2,038,83	5 2,213,564	1,453	1,523 1. nil 2.+209		haira	
Fiat B 82 Portland Place	1	Feb-13	98.25	4,250,000	4,358,974	4 4,732,541	2,725	32.5 1,737 1109 2.nii		balcony agreed	
Flat 4 73 Portland Place	4	Aug-12	52.5	3,400,000	4,148,87	1 4,513,267	2,274	3. nil 2,029 1.nil 2. nil 3. nil	2,029		
Flat 2 73 Portland Place	g & Igfl	Jun-14	50.5	1,800,000	2,223,99	5 2,164,094	1,596	1,356 1. nil 2. nil 3. nil	1,356	adjustments agreed	
Flat 1 73 Portland Place	g&Lg	Jun-12	52.5	1,900,000	2,318,48	7 2,595,923	2,647	981 1. nil 2. nil 3. nil	981	agreed	4000
Premium settlements	Valuat	tion date Exten	ided lease Ext	tended lease £	Sof Value £			averaş	21,302 ge 1,775	total adj exclg g & lgf	18965 1897 say 1900
Flat 10 73 Portland Place	8	Sep-13	100.01	2,817,500	2,875,000	0 2,978,009	1,818	1,638 1, níl 2. níl 3. níl	1,638		
Flat 173 Portland Place	g&ig	Jun-12	101.29	2,892,200	2,951,22	4 3,304,375	2,632	1,225 1. níl 2. níl 3. níl	1,225		