BARNES & PARTNERS
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Mr Simon Benjamin
280 Durants Road
Ponders End
EN3 7AZ

Date: 14th July 2026

Our Ref: FM/1613624

BY POST

WITHOUT PREJUDICE SAVE AS TO COSTS

Dear Sirs,

Our Clients: Andrew Cordell, Sheila Lewis, Tyrone Benjamin and Deon Benjamin
Property Dispute regarding 280 Durants Road, Ponders End, EN3 7AZ

We enclose, under separate cover of even date, an open Letter of Claim setting out our Clients' position regarding the ownership of, and entitlement to, the Property.

This letter is sent separately from that Letter of Claim and is marked Without Prejudice Save As To Costs. It contains a proposal to settle this matter and must not be shown to, or relied upon before, any court, save on the question of costs once the substantive issues in dispute have been determined.

Our Clients' proposal

Our Clients wish to resolve this matter sensibly and without recourse to litigation if at all possible. They propose either of the following options:

Option A – Buy-out: our Clients are willing to purchase your one-ninth (1/9) beneficial interest in the Property at a fair value, to be agreed between the parties or, failing agreement, determined by a single joint qualified valuer instructed by the parties jointly. For reference only and subject to formal valuation, we understand the Property may be worth in the region of £450,000, such that a one-ninth share would, before any deductions for occupation rent and unpaid outgoings referred to below, be in the region of £50,000.

Option B – Sale: alternatively, the Property is placed on the open market for sale, with the net proceeds (after discharge of any mortgage and the reasonable costs of sale) divided between the parties according to their respective beneficial shares (1/3 each for Andrew and Sheila; 1/9 each for yourself, Tyrone and Deon).

Occupation rent and other deductions

Whichever option is taken forward, our Clients consider that an account should be taken ("equitable accounting") so that any sum due to you is reduced to reflect: (a) an occupation rent for the period of your exclusive occupation of the Property; (b) a fair contribution towards the running costs of the Property which our Clients have met without contribution from you; and (c) any diminution in the value of the Property arising from disrepair or want of maintenance during your occupation. Our Clients are willing to discuss these matters further and to agree a sensible, proportionate approach with you or your representative.

What we invite you to confirm

We invite you to confirm, within 14 days of the date of this letter:

1. whether you are willing to vacate the Property and proceed on the basis of either Option A or Option B above; and
2. whether you agree to the joint instruction of a single, independent valuer to determine the value of the Property and, accordingly, of your one-ninth share.

This offer is made in good faith and with a genuine wish to avoid the costs, delay and stress of litigation for all concerned, including yourself. If proceedings are subsequently issued and our Clients are wholly or substantially successful, we reserve the right to bring this letter to the court's attention when costs are considered, notwithstanding its without prejudice status, in accordance with the principles in Calderbank v Calderbank [1976] Fam 93.

We look forward to hearing from you.

Yours Faithfully,

B&P

<u>**BARNES AND PARTNERS**</u>