

Valuation Report.

LondonMetric Property plc
Valuation date: 31 March 2025

Important Notice to all readers of this report

Unless you are the Client named within this report, or have been explicitly identified by us as a party to whom we owe a duty of care and who is entitled to rely on this report, Knight Frank LLP does not owe or assume any duty of care to you in respect of the contents of this report and you are not entitled to rely upon it.

LondonMetric Property plc
1 Curzon Street
London
W1J 5HB
(the "**Client**", "**you**", "**your**")

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EC2M 2AT
("**Peel Hunt**")

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Lambourne House
311 – 321 Banbury Road
Oxford
OX2 7JH
(hereinafter referred to as the "**Offeree**")

(each an "**Addressee**" and together the "**Addressees**")

Our Ref: I:1159443

Date of issue 24/04/2025

Dear Sir/Madam

Valuation report in respect of the properties of LondonMetric Property plc as at 31 March 2025 for inclusion in a Scheme Document ("Valuation Report")

Further to your instructions, we are pleased to provide our Valuation Report in respect of the freehold, heritable or leasehold interests in the properties set out in Appendix 1 (List of Properties) ("Properties") below for the purposes of inclusion in a Scheme Document to be published by the Offeree in connection with an all-share offer by the Client for the Offeree (the "Transaction"). If you have any queries regarding this Valuation Report, please let us know as soon as possible.

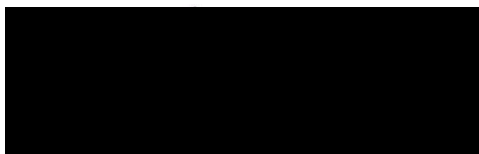
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Your partners in property

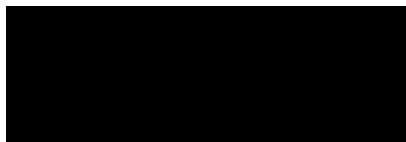
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Regulated by RICS

Signed for and on behalf of Knight Frank LLP

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This report has been reviewed, but not undertaken, by:



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1. About this report

Engagement of Knight Frank LLP

- 1.1 This Valuation Report sets out our valuation, as at 31 March 2025 ("valuation date"), of the Properties ("Valuation"). This Valuation Report has been prepared in accordance with our Terms of Engagement letter dated 25 March 2025 addressed to the Addressees, our General Terms of Business for Valuation Services (the "General Terms") and the General Scope of Valuation Work (the "General Scope of Work") (together the "Agreement").

Client

- 1.2 We have been instructed to prepare this Valuation Report by LondonMetric Property plc. However, as set out above, this Valuation Report has also been addressed to the other Addressees.

Valuation standards

- 1.3 The Valuation has been undertaken in accordance with and complies with: (a) the current editions of RICS Valuation - Global Standards, which incorporate the International Valuation Standards, and the RICS UK National Supplement. References to the "Red Book" refer to either or both of these documents, as applicable; and (b) Rule 29 of the City Code on Takeovers and Mergers (the "Code") as issued by the UK Panel on Takeovers and Mergers.
- 1.4 The Properties have been valued by valuers who are qualified for the purposes of the Valuation in accordance with Rule 29 of the Code.

Status and experience of valuer

Valuer and expertise

- 1.5 The Valuation is the responsibility of Michael Crowe MRICS, RICS Registered Valuer and Chris Galloway MRICS, RICS Registered Valuer (the "Responsible Valuers") who are in a position to provide an objective and unbiased Valuation in an ethical and competent manner. Parts of the Valuation have been undertaken by additional valuers as listed on our file. Where the knowledge and skill requirements of the Red Book and Rule 29.3(a) of the Code referred to below have been met in aggregate by more than one valuer within Knight Frank, we confirm that a list of those valuers will be retained within our working papers.
- 1.6 We confirm that the Responsible Valuers and any additional valuers who value the Properties meet the requirements of the Red Book and Rule 29.3(a)(iii) of the Code in having sufficient current knowledge of the particular market and the skills and understanding to undertake the Valuation and prepare this Valuation Report competently and are appropriately qualified for the purposes of the Valuation as required by Rule 29.3(a)(ii) of the Code.
- 1.7 We confirm that we are not aware of any reason why we and the Responsible Valuers would not satisfy the requirements of Rule 29.3(a)(i) of the Code.

Conflicts of Interest: Declaration and Disclosures

- 1.8 Knight Frank and the Addressees have agreed that Directive 2011/61/EU and/or any implementing legislation, laws or regulations thereof (including, but not limited to, the Alternative Investment Fund Manager's Regulations 2013) ("AIFMD") is not expected to apply to the Valuation. In the event that it is determined that it does apply, we will be deemed to have acted as the Client's valuation advisers but not as "External Valuer" (as defined therein) and we shall not be deemed to have performed the valuation function referred to in Article 19 of AIFMD, the valuation function and the setting of the Net Asset Value of the Client.
- 1.9 We confirm that we do have a material connection or involvement in relation to the Properties giving rise to a potential conflict of interest: Knight Frank are retained by the Client as external valuer for financial reporting under IFRS.
- 1.10 Other than such appointment by the Client to carry out valuation services and except as set out below, we confirm that neither the Responsible Valuers (as defined in paragraph 1.5 above), nor Knight Frank, have any material connection to any party in the Transaction nor any personal interest in the Client, the Addressees or the Properties which would cause us to cease to qualify as an 'Independent Valuer' for the purpose of PS 2 of the Red Book or Rule 29.3(a) of the Code and have had no material involvement with the assets being valued and we confirm that we can report without any material conflict.
- We have provided valuation services to the Offeree (using valuers other than the Responsible Valuers) for approximately 12 years.
 - We are currently instructed by the Offeree to undertake a valuation of certain properties other than the Properties, under Rule 29 of the Code.
- 1.11 We have previously disclosed this to the Client and the Client has confirmed that notwithstanding this matter, the Client was content for us to proceed with this Valuation Report. We have therefore provided an objective and unbiased Valuation. We undertake in favour of the Client and the Addressees that we have not taken any actions which would cause us or the relevant valuers to cease to qualify as an 'Independent Valuer' for the purposes of PS 2 of the Red Book or Rule 29.3(a) of the Code for the duration of the Purpose.

In accordance with the Red Book, we are required to make the following disclosures:

- We confirm that we have a rotation policy in place, which is available on request.
- We confirm that in accordance with our rotation policy, the period that Knight Frank LLP has valued the Properties for the same purpose does not exceed ten years and will not have exceeded a continuous period of ten years by the completion of this Valuation Report.
- We confirm that in accordance with our rotation policy, the Responsible Valuers named in this Valuation Report have not been the Responsible Valuers for the Properties for the same purpose for a continuous period of more than five years.
- We have acted for the Client in excess of 10 years in relation to our services generally, including but not limited to valuation services.

- We have been valuing the Properties for financial reporting purposes for the Client for 1 year although have been valuing the fund since 2017. The Responsible Valuer, Michael Crowe, has been the signatory to valuation reports provided for those purposes for 1 year.
- In relation to our preceding financial year, the total fees payable by you as a percentage of our total fee income was less than 5%.
- It is not anticipated there will be a material increase in the proportion of fees payable to Knight Frank by the Client commissioning the Valuation over the course of the next financial year.
- Knight Frank has not received an introductory fee or negotiated the purchase of the Properties on behalf of the Client in the previous 12 months from the date of this Valuation Report.

1.12 This Valuation Report has been vetted as part of Knight Frank LLP's quality assurance procedures.

1.13 We recognise and support the RICS Rules of Conduct and have procedures for identifying conflicts of interest.

Independence

1.14 As set out in paragraph 1.9, Knight Frank LLP currently values the Properties, for financial reporting purposes, on behalf of the Client. The total fees for this assignment, earned by Knight Frank LLP (or other companies forming part of the same group of companies within the UK) from the Client (or other companies within the UK) is less than 5.0% of the total UK revenues. It is not anticipated that there will be a material increase in the proportion of the fees payable, or likely to be payable, by the Client.

1.15 Other than these valuation services, Knight Frank LLP have no material involvement with the assets being valued and we confirm that we can report without any material conflict.

Use of this Valuation

Purpose of valuation

1.16 The Valuation and this Valuation Report are each provided solely for the purpose of providing an independent professional opinion of the valuation of the Properties, as at the valuation date, for the purpose of Rule 29 of the Code and:

- (A) inclusion in a scheme circular to be published by the Offeree in connection with the Transaction (the "Scheme Document");
 - (B) inclusion and/or reference to it in any other announcements, documents and/or supplementary documents required to be released by the Client and/or the Offeree which directly relate to the Transaction (each a "Code Document"); and
 - (C) publication on the Client's website and/or the Offeree's website in accordance with the requirements of Rule 26.3 of the Code,
- (together, the "**Purpose**").

1.17 The Valuation and this Valuation Report are provided solely for the Purpose as set out above and in accordance with clause 4.1 of our General Terms neither the Valuation, nor this Valuation Report can

be used for any purpose other than the Purpose without our express written consent. Notwithstanding the General Terms, we acknowledge that this Valuation Report will also be for the use of the shareholders of the Client and the Offeree for the Purpose.

Third party reliance

- 1.18 Save for (a) the Addressees and (b) any responsibility arising under the Code to any person as and to the extent there provided, in accordance with clauses 3 and 4 of the General Terms and to the fullest extent permitted by law we do not, save as provided for in the Code, assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in accordance with the Valuation.
- 1.19 This Valuation Report is addressed jointly to the Addressees for the Purpose and is for the use of and may be relied upon by the Addressees of this Valuation Report for the Purpose. Save in respect of such Addressees and as provided for in the Code, no reliance may be placed upon this Valuation Report by any other third party.

Disclosure & publication

- 1.20 Clauses 4.3 to 4.6 of the General Terms limit disclosure and generally prohibit publication of the Valuation. As stated therein (but subject to the section above headed "Third party reliance"), the Valuation has been prepared for the Client in accordance with the Agreement which governs its purpose and use. As stated in the Agreement, the Valuation is confidential to the Addressees and, other than as stated in this Valuation Report, neither the whole, nor any part, of the Valuation or of the Valuation Report, nor any reference thereto, may be disclosed to any person other than for the Purpose without our prior written consent, or included in any published document, circular or statement, nor published in any way, other than for the Purpose without our prior written consent of the form or context in which it may appear.
- 1.21 Notwithstanding the paragraph above, and subject to the terms and conditions (but disregarding for these purposes clauses 4.3 to 4.6 (inclusive) of the General Terms) of the Agreement and our approval of the form and context thereof, we consent to the disclosure of this Valuation Report:
- i. as may be required by any applicable court of competent jurisdiction or other competent judicial or governmental body or any applicable law or regulation or pursuant to government action, regulatory requirement or request;
 - ii. to each Addressee's affiliates and each Addressee's affiliates' respective directors, officers, employees, agents, professional advisers, insurers, auditors and bankers that need to see the Valuation in connection with the Purpose;
 - iii. in the case of Peel Hunt and SCC, in seeking to establish a defence or otherwise in connection with any actual or threatened legal or regulatory proceedings or investigation relating to the matters set out in this Valuation Report or claims that may be brought against them arising from their roles as financial advisers and/or corporate brokers (as applicable) to the Client and/or the Offeree (as applicable);
 - iv. in investor presentations and other investor education materials prepared in connection with the Transaction, and in any private discussions with Investors or other third parties in connection with the Transaction; and
 - v. for the Purpose.

- 1.22 It is a condition of such disclosure that each party in receipt of this Valuation Report that is not an Addressee agrees and acknowledges that this Valuation Report cannot be relied upon by them, and we do not accept any responsibility, duty of care or liability to them, whether in contract, tort (including negligence), misrepresentation or otherwise in respect of the Valuation and the information it contains.
- 1.23 This Valuation Report complies with Rule 29 of the Code and we understand that the publication or reproduction by the Client of this Valuation Report and/or the information contained therein as required by Rules 26 and 29 of the Code is necessary, including in the Scheme Document and any Code Document.
- 1.24 The Addressees agree and acknowledge that we shall have no liability for any error, omission or inaccuracy in this Valuation Report to the extent resulting from our reliance on information provided by or on behalf of the Addressees unless otherwise stated. Notwithstanding the above, we highlight the restricted nature of this instruction, in accordance with the Red Book; as a result the reliance that can be placed on the Valuation is limited.

Verification

- 1.25 We recommend that before any financial transaction is entered into based upon the Valuation, you obtain verification of any third-party information contained within this Valuation Report.
- 1.26 We would advise you that whilst we have valued the Properties reflecting current market conditions, there are certain risks which may be, or may become, uninsurable. Before undertaking any financial transaction based upon this Valuation, you should satisfy yourselves as to the current insurance cover and the risks that may be involved should an uninsured loss occur.

Limitations on liability

- 1.27 Knight Frank LLP's total liability for any direct loss or damage (whether caused by negligence or breach of contract or otherwise) arising out of or in connection with this Valuation is limited in accordance with the terms of the Agreement. Knight Frank LLP accepts no liability for any indirect or consequential loss or for loss of profits.
- 1.28 We confirm that we hold adequate and appropriate PII cover for this instruction.
- 1.29 No claim arising out of or in connection with this Valuation may be brought against any member, employee, partner or consultant of Knight Frank LLP. Those individuals will not have a personal duty of care to any party and any claim for losses must be brought against Knight Frank LLP.
- 1.30 Nothing in this Valuation shall exclude or limit our liability in respect of fraud or for death or personal injury caused by our negligence or for any other liability to the extent that such liability may not be excluded or limited as a matter of law or regulation.

Scope of work

- 1.31 Subject to any alteration agreed between us and set out in the Agreement or any other agreed amendment or restriction set out below, the General Scope of Work forming part of the Agreement sets out the work we agreed to undertake, including the investigations we have undertaken, the limits that applied and the assumptions we have made, unless we have found or have been provided with information to the contrary.

Restrictions

- 1.32 The Valuation has been requested by you for the Purpose. However, we agreed restrictions to the service set out in this Scope of Work section. It is a requirement of the Red Book that we record any limitations or restrictions on the inspection, inquiry and analysis that we have agreed and which may limit the reliance that can be placed on the Valuation. The following restrictions were agreed:

- We have agreed restrictions on the extent to which the Property will be inspected, as set out in paragraph 1.37 below.

Information to be relied upon

- 1.33 We have relied upon the information previously provided to us by you, or by third parties in respect of the 31 March 2025 Valuation and will assume it to be correct for the purposes of the Valuation unless you inform us otherwise, subject only to any verification that we have agreed to undertake.
- 1.34 Where we express an opinion in respect of (or which depends upon) legal issues, any such opinion must be verified by your legal advisors before any Valuation can be relied upon.
- 1.35 We are instructed to rely on floor areas and tenancy information provided by the Client. We have not read lease agreements nor verified accordance between tenancy schedule and lease terms.
- 1.36 Knight Frank LLP cannot be held liable as regards the legal description of the Properties, its use, non-compliance with statutory requirements, technological and natural risks, the areas taken into account, the existence of concealed defects, presence of asbestos, adverse ground condition, presence of soil contamination, presence of insects, noxious animals or plants, rot, or deleterious materials, etc. This Valuation Report comments on the above on the basis of Technical or Environmental reports, if provided.

Inspections

- 1.37 In our ongoing role as External Valuers, we have previously been instructed to carry out an inspection of the Properties, with all Properties being inspected externally and some being inspected internally. This Valuation Report has been prepared in accordance with our previous inspections of the Properties. Our inspections of all the Properties have been undertaken within the last two years. We have assumed that there have been no material changes to the Properties or the surrounding areas between our inspection dates and the valuation date.

The attached General Scope of Work sets out the investigations we made, the limits that applied to those investigations and the assumptions that we made unless we found or were provided with information to the contrary. Notwithstanding the General Scope of Work, there are no assumptions made for the purposes of this Valuation Report.

Information Provided

- 1.38 In this Valuation Report we have been provided with information by the Client, its advisors and other third parties. We have relied upon this information as being materially correct in all aspects.
- 1.39 In the absence of any documents or information provided, we have had to rely solely upon our own enquiries as outlined in this Valuation Report.

2. Valuation

Methodology

- 2.1 The Valuation has been undertaken using appropriate valuation methodology and our professional judgement.

Investment method

- 2.2 The Valuation has been carried out using the comparative and investment methods. In undertaking the Valuation, we have made our assessment on the basis of a collation and analysis of appropriate comparable investment and rental transactions, together with evidence of demand within the vicinity of the subject Properties. With the benefit of such transactions we have then applied these to the Properties, taking into account size, location, terms, covenant and other material factors.

Valuation bases

- 2.3 The basis of value for the Valuation as required by the Code is Market Value and therefore these valuations have been prepared on a Market Value basis.

Market Value

- 2.4 Market Value is defined within RICS Valuation – Global Standards as:

“The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.”

Portfolios

- 2.5 In a valuation of a property portfolio, we have valued the individual properties separately and we have assumed that the individual properties have been marketed in an orderly way.

Market Value

Market Value

- 2.6 We are of the opinion that the aggregate Market Value of the freehold, heritable and long leasehold interests in the Properties, as at the valuation date is:

£2,682,710,000 (Two Billion, Six Hundred and Eighty-Two Million, Seven Hundred and Ten Thousand Pounds).

€159,000,000 (One Hundred and Fifty-Nine Million Euros).

2.7 The tenure of the Properties held by the Client as at 31 March 2025 comprises the following:

	No. of properties	Market Value
Freehold	149	£1,787,130,000
Heritable	11	£71,940,000
Long leasehold	73	£822,475,000
Mixed	1	£1,165,000
Total	234	£2,682,710,000

	No. of properties	Market Value
Freehold	2	€159,000,000
Long leasehold	0	0
Total	2	€159,000,000

2.8 There are no negative values to report.

2.9 There are 2 Properties of the 236 held by the Client as at 31 March 2025 which individually account for more than 5% of the aggregate value of the individual Market Values as at 31 March 2025. These Properties are listed in the table below.

Address	Tenure
Ramsay, Rivers Hospital, High Wych Road, Sawbridgeworth, CM21 0HH	FH
Alton Towers Park, Wootton Lane, Alton, Stoke-on-Trent, ST10 4DB	LLH

2.10 For the purposes of Rule 29.5 of the Code, we confirm that in our opinion the current valuation of the Properties as at the date of this Valuation Report would not be materially different from the valuation of the Properties as at the valuation date.

2.11 We are not aware, as a result of our role as an External Valuer of the Properties of any matter which would materially affect the Market Value of the Properties which is not disclosed in this Valuation Report (subject to the assumptions set out in this Valuation Report) and we are not aware of any matter in relation to this Valuation Report that we believe should be and has not yet been brought to the attention of the Addressees.

Responsibility

- 2.12 For the purposes of the Code, we are responsible for this Valuation Report and accept responsibility for the information contained in this Valuation Report and confirm that to the best of our knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Valuation Report is in accordance with the facts and contains no omissions likely to affect its import. This Valuation Report complies with, and is prepared in accordance with, and on the basis of, the Code, and in particular we confirm that we meet the requirements of Rule 29.3(a) of the Code. We authorise its contents for the purpose of Rule 29 of the Code.

Consent

- 2.13 Knight Frank LLP has given and has not withdrawn its consent to the inclusion of this Valuation Report:
- a) in this Scheme Document in the form and context in which it is included; and
 - b) on any websites as required pursuant to Rules 26 and 29 of the Code.

Appendix 1 List of Properties

Property Code	Property Address	Tenure
XTABE1	9 Bridge Street, Aberdeen, AB11 6JL	Heritable
XTABE2	Travelodge, A96 Inverurie Road, Bucksburn, Aberdeen , AB21 9BB	Mixed
XTALFR	Travelodge, Old Swanwick, Colliery Road, Alfreton, DE55 1HJ	Freehold
XALTO1	Alton Towers Hotel, Wootton Lane, Alton, ST10 4DB	Leasehold
XALTO2	Alton Towers Park, Wootton Lane, Alton, ST10 4DB	Leasehold
XANDO2	Columbus Quarter, Andover, SP10 5NT	Leasehold
XANDO1	Andover Business Park, Andover, SP11 8BP	Freehold
XARMA1	Apple Mews 1, 95 Cathedral Road, Armagh, BT61 8AB	Leasehold
XARMA2	Apple Mews 2, 95 Cathedral Road, Armagh, BT61 8AB	Leasehold
XTARUN	Travelodge, A27/A29 Fontwell, Arundel Fontwell, BN18 0SB	Freehold
XASTON	Co-op Service Station Aston, Worksop Road, Aston	Freehold
XBARRY	Barry Penny Lane, Barry, CF63 4BA	Leasehold
XTBEDF	Travelodge, A421 Beancroft Rd, Bedford , MK43 0QP	Freehold
XBERWI	Aldi Berwick Upon Tweed, Berwick Upon Tweed	Freehold
XBICES	Co-op Bicester, Bure Park, Bicester, OX26 3HA	Freehold
XBIGGI	Bombardier Maintenance, Biggin Hill Airport	Leasehold
XBINGL	Ramsay Yorkshire Clinic, Bradford Road, Bingley, BD16 1TW	Freehold
XBLAC1	Squires Gate, Blackpool, FY4 2AY	Leasehold
XBLAC2	Co-op Blackpool, Thornton Centre, Blackpool, FY5 5DX	Freehold
XTBOUR	Travelodge, Cooper Dean Roundabout, Bournemouth, BH7 7DP	Leasehold
XBRAD2	17 Ashfield Road, Shipley, Bradford, BD18 4JX	Freehold
XBRAD3	Woodlands Park Drive, Apperley Bridge, Bradford, BD10 9SG	Freehold
XBRAD5	Aldi, Scott Works, Clayton Road, Bradford, BD7 2SG	Freehold
XBRAD4	Norman Road, Bradford	Leasehold
XBRAD6	Bradford Victoria Shopping Centre, Bradford , BD8 9BN	Leasehold
XTBRIG	165-167 Preston Road, Brighton, BN1 6AU	Freehold
XBRIS1	31 Druid Stoke Avenue, Bristol, BS9 1DE	Freehold
XBRIS2	73-75 Birchwood Road, Brislington, Bristol, BS4 4QN	Freehold
XBROMS	Buntsford Park Road, Bromsgrove	Leasehold
XBURNL	Motorpoint Burnley, Rosegrove Lane, Burnley, BB12 6EH	Freehold
XTCAM1	Travelodge Camborne, Cornwall, Tolvaddon Road, Camborne, TR14 8NQ	Freehold
XCAMBO	Cambridge Belfry Hotel, Back Lane, Cambourne, Cambridge, CB23 6BW	Freehold
XTCAM2	Travelodge, A11 Fourwentways, Abington, Fourwentways, Cambridge , CB1 6AP	Freehold
XCANNO	Orbital 7, Orbital Park, Cannock, WS11 8XW	Leasehold
XTCANT	Travelodge, A299 Thanet Way, Faversham, Canterbury, ME13 9EL	Freehold
XCANVE	Canvey Island, Northwick Road, Canvey Island, SS8 0PT	Leasehold
XCARD2	Sports Village, Cardiff, CF11 0JP	Leasehold
XTCAR1	Travelodge, Circle Way East off A48, Llanedeyrn, Cardiff, CF23 9NZ	Freehold

Property Code	Property Address	Tenure
XCARL1	Ford Carlisle, 57a Kingstown Industrial Estate, Carlisle, CA3 0ET	Leasehold
XCARL2	Currock Road, Carlisle, CA2 4AX	Freehold
XCARMA	Parc Pensam, Carmathan, SA31 2NF	Leasehold
XCHELM	Ramsay Springfield Hospital, Lawn Lane, Chelmsford, CM1 7GU	Freehold
XCHES2	116 Fairfield Road, Widnes, Cheshire, WA8 6SJ	Freehold
XCHES3	Smith House, Stanney Lane, Chester, Cheshire, CH2 4HT	Freehold
XPCHE1	Griffin Inn, 184 Warrington Road, Cheshire, WA8 3XT	Freehold
XPCHE2	Shrewsbury Arms, 38 Cloughton Firs Prenton, Cheshire, WA8 3XT	Freehold
XPCHE3	Unicorn, Adlington Road, Cheshire, SK9 2LN	Freehold
XTCHES	Travelodge, Warrington Road, Mickle Trafford, Chester, CH2 4EX	Leasehold
XCHES1	Premier Inn Chesterfield, Elder Way, Chesterfield, S40 1UN	Freehold
XTCHI2	Travelodge, Moto Service Area, Leigh Delamere, M4 Westbound, Chippenham, SN14 6LB	Leasehold
XTCHI1	Travelodge, M4 Motorway, Moto Service Area, Leigh Delamere, Chippenham, SN14 6LB	Leasehold
XTCIRE	Travelodge, Hare Bushes, A429 Burford Rd, Cirencester, GL7 5DS	Leasehold
XCOALV	Co-op Coalville, 99a Midland Road, Ellistown, Coalville	Freehold
XCOLC1	Ramsay Oaks Hospital, Oaks Place, 120 Mile End Road, Colchester, CO4 5XR	Freehold
XCORBY	Geddington Road, Land at North East and South West Side of Geddington Rd, Corby	Freehold
XPCOUN	Brinkburn, Lady Kathryn Grove, County Durham, DL3 0YR	Freehold
XCOWDE	North End Retail Park, High Street, Cowdenbeath, KY4 9QA	Heritable
XCRAML	GE Cramlington, North Nelson Industrial Estate, Cramlington, NE23 1WW	Freehold
XPCRAM	The Blagdon Arms, Village Square, Cramlington, NE23 1DN	Freehold
XCROYD	Q-Park, Surrey Street, Croydon	Freehold
XTDERB	Travelodge, Nottingham Road, Chaddesden, Derby, DE21 6LZ	Leasehold
XDERBY	124 Hadfield Road, Derbyshire, SK13 2DR	Freehold
XDONC2	65 Bawtry Road, Bessacarr, Doncaster, DN4 7AD	Freehold
XDONC3	70 High Street, Hatfield, Doncaster, DN7 6RY	Freehold
XTDORK	Travelodge, A25 Reigate Road, Dorking, RH4 1QB	Freehold
XDUND2	Mears Student Dundee, 21 Brown Street, Dundee, DD1 5EF	Heritable
XDUND3	1 Afton Way, Dundee, DD4 8BR	Leasehold
XDURHA	Gestamp, Aycliffe Industrial Estate, Durham	Leasehold
XPEAST	The Grey Horse, Front Street, East Boldon, NE36 0SJ	Freehold
XEAST2	Lidl East Ham, The Brickyard, High Street / Barking Road, East Ham	Leasehold
XEDIN2	Q-Park, Quartermile Car Park, Simpson Loan, Edinburgh, EH3 9AU	Heritable
XTEDI1	Travelodge South Gyle Broadway, Edinburgh Park, Edinburgh, EH12 9LR	Heritable
XEDIN3	Ferry Road, 102 Pilton Drive, Edinburgh, EH5 2XS	Leasehold
XTEDI2	Travelodge, 33 St. Mary's Street, Edinburgh Central, EH1 1TA	Leasehold
XEGHA1	Thorpe Park, Egham, KT16 8PN	Leasehold
XEGHA2	Thorpe Park Hotel Site, Egham, KT16 8PN	Leasehold
XBASIL	St Hilary Retail Park, Basildon, Essex	Freehold
XEVESH	Sinclair Retail Park, Evesham, WR11 1FN	Freehold
XEXETE	Premier Inn Exeter, 398 Topsham Road, Exeter, EX2 6HE	Freehold
XTFRIM	Travelodge, 114 Portsmouth Road, Frimley, GU15 1HS	Leasehold
XGLAS2	Q-Park, Candleriggs Car Park, 37 Albion Street, Glasgow, G1 1LH	Heritable

Property Code	Property Address	Tenure
XTGLA1	Travelodge, 251 Paisley Road, Glasgow, G5 8RA	Leasehold
XGLAS3	Co-op Glasgow, 63 Cumbernauld Road, Glasgow, G33 6HZ	Heritable
XGLAS4	Junction 24 Retail Park, Helen Street, Glasgow, G51 3HR	Heritable
XTGLA2	Travelodge, 5-11 Hill Street, Glasgow Central, G3 6RP	Heritable
XGLOUC	BGC Gloucester, Haresfield, Gloucester, GL10 3DP	Freehold
XPGLOU	The Abbey, 53 Northgate Street, Gloucester, GL1 2AJ	Freehold
XTGOSP	High Street, Gosport, PO12 1BX	Freehold
XTGRAN	Travelodge, Great North Road, South Witham, Grantham, NG33 5BN	Leasehold
XHALE1	Ramsay West Midlands Hospital, Colman Hill, Halesowen, B63 2AH	Freehold
XHARRO	Abbotsford House, 15 Kent Road, Harrogate, HG1 2LH	Freehold
XPHATH	Spread Eagle Hotel, Hatherlow, SK6 3DR	Freehold
XTHELL	Travelodge, A22 Boship Farm Roundabout, Hellingly Eastbourne, BN27 4DP	Freehold
XHITCH	Ramsay Pinehill Hospitals, Benslow Lane, Hitchin, SG4 9QZ	Freehold
XHOUGH	Newbottle Street Retail Park, Newbottle Street, Houghton Le Spring, DH4 4AU	Freehold
XTHUNT	Travelodge, A14 Eastbound, Huntingdon Fenstanton, PE28 9HY	Leasehold
XTILMI	Travelodge, A303, Southfield Roundabout, Horton Cross, Ilminster, TA19 9PT	Freehold
XTINVE	Travelodge, Stonyfield, A96 Inverness Road, Inverness, IV2 7PA	Leasehold
XKENDA	Queen Katherines Avenue, Kendal	Leasehold
XKETTE	Ramsay Woodland Hospital, Rothwell Road, Kettering, NN16 8XF	Freehold
XPKIRK	The Exchequer, 60-64 High Street, Kirkcaldy, KY1 1NB	Heritable
XLANC2	116 Sharoe Green Lane, Fulwood, Preston, Lancashire, PR2 8HL	Freehold
XLANC3	119 Heapey Road, Chorley, Lancashire, PR6 9BJ	Freehold
XLANC4	Longsands Lane, Preston, Lancashire, PR2 9PS	Freehold
XLANC1	PGL Travel, Winmarleigh Hall, Church Lane, Lancaster, PR3 0LA	Leasehold
XLARGS	M&S Largs, Largs	Heritable
XLEED1	Atkinson Court Care Home, Ings Road, Cross Green, Leeds, LS9 9EJ	Freehold
XLEED2	437 Street Lane, Leeds, LS17 6HQ	Freehold
XLEED3	469 Otley Road, Adel, Leeds, LS16 7NR	Freehold
XLEED4	48 Nursery Lane, Alwoodley, Leeds, LS17 7HW	Freehold
XLEED5	60 North Park Avenue, Leeds, LS8 1HS	Freehold
XTLEED	Travelodge, Bruntcliffe Road, Morley, Leeds, LS27 0LY	Leasehold
XPLEYL	Old Leyland Gates, Golden Hill Lane, Leyland	Freehold
XPLINC	The William Foster, Guildhall Street, Lincoln, LN1 1TT	Freehold
XLINCO	Co-op Hornscastle, Lincolnshire	Freehold
XTLIV1	25 Old Haymarket, Liverpool, L1 6ER	Leasehold
XTLIV2	Travelodge, Aigburth Road, Aigburth, Liverpool, L19 9DN	Leasehold
XTLLAN	A48, Cross Hands, Llanelli, SA14 6RD	Freehold
XLLANG	New Berwyn Works, Berwyn Road, Llangollen, LL20 8AE	Freehold
XLOND1	Q-Park Tower Bridge Car Park, Gainsford Street, London, SE1 8NH	Freehold
XLOND2	Florence Nightingale Hospital, 11-19 Lisson Grove, London, NW1 6SH	Freehold
XPLON2	The Brewery, 52 Chiswell St, London, EC1Y 4SA	Freehold
XLOND3	Tesco Welling, Welling High St, London, DA16 1TH	Freehold
XLYTHA	Aldi, Clifton Drive North, Lytham St Annes, FY8 2NA	Leasehold

Property Code	Property Address	Tenure
XTMACC	Travelodge, London Road, South Adlington, Macclesfield, Macclesfield, SK10 4NG	Freehold
XMANC2	Q-Park, Waterside Car Park, 5 Broad Road, Manchester, M33 2AE	Freehold
XMANC1	Q-Park, Piazza Car Park, St James Street, Manchester, M1 4BP	Leasehold
XMANC4	Manchester Arena, Manchester, M3 1AR	Leasehold
XMANC3	68 Leigh Road, Atherton, Manchester, M46 0PA	Freehold
XTMANC	Travelodge, 11 Blackfriars Street, Salford, Manchester Central, M3 5AL	Freehold
XTMELK	Travelodge Melksham, Commerce Way, Melksham, SN12 6AD	Freehold
XMIDD1	Premier Inn Middlesbrough, Wilson Street, Middlesbrough, TS1 1AE	Freehold
XMIDD2	Sainsburys, Gateway Retail Park, Cargo Fleet Road, Middlehaven, Middlesbrough, TS3 6AT	Freehold
XPMID1	The Blue Bell Hotel, Acklam Road, Middlesbrough, TS5 7HL	Freehold
XPMID2	Norman Conquest, Flatts Lane, Middlesbrough, TS6 0NP	Freehold
XTMIL1	Travelodge, A5 Old Stratford Roundabout, Old Stratford, Milton Keynes, MK19 6AQ	Freehold
XTMIL2	Travelodge, 199 Grafton Gate, Milton Keynes Central, MK9 1AL	Freehold
XMORPE	BGC Morpeth, Heighley Gate, Morpeth, NE61 3DA	Freehold
XNEWBU	31 Tumpike Road, Newbury, RG14 2NX	Freehold
XNEWCA	Goose Street, Newcastle Under Lyme, ST5 3HY	Leasehold
XPNEW1	Britannia, Bradwell Lane, Newcastle Under Lyne, ST5 8JR	Freehold
XPNEW2	County Hotel, High Street, Newcastle Upon Tyne, NE3 1HB	Freehold
XPNEW3	Duke of Wellington, Kenton Lane, Newcastle Upon Tyne, NE3 3BQ	Freehold
XNEWTO	Edenmore Care Home, 646 Shore Road, Newtownabbey, BT37 0PR	Freehold
XNORT1	1 Hartwith Way, Harrogate, North Yorkshire, HG3 2XA	Freehold
XNORT2	Kettering Road, Northampton, NN3 6AA	Leasehold
XNORW1	Copenhagen Way, Norwich, NR3 2RT	Freehold
XNORW2	Co-op Service Station New Cottsey, Wayside Service Station, Dereham Road, Norwich, NR5 0SE	Freehold
XTNOTT	Travelodge, Riverside Retail Park, Tottle Road, Nottingham, NG2 1RT	Freehold
XNOTTI	Victoria Parkway, Nottingham, NG4 2PA	Leasehold
XTNUNE	A444 Southbound, Bedworth, Nuneaton, CV10 7TF	Freehold
XTOSWE	Travelodge, A5/A483, Mile End Service Area, Oswestry, SY11 4JA	Leasehold
XOSWES	Smithfield Park, Oswestry	Leasehold
XTOXF1	Travelodge, Moto Service Area, Peartree Roundabout, Woodstock Road, Oxford, OX2 8JZ	Leasehold
XTOXF2	Travelodge, London Road, Wheatley, Oxford, OX33 1JL	Freehold
XTPERT	Travelodge, Crieff Road, Perth, PH1 3JJ	Leasehold
XTPET2	Travelodge, A1 Southbound, Alwalton, Peterborough, PE7 3UG	Freehold
XPETE2	Lincoln Road, Peterborough, PE4 6WS	Leasehold
XPETE1	Ramsay Fitzwilliam Hospital, Milton Way, South Bretton, Peterborough, PE3 9AQ	Freehold
XTPET1	Travelodge, Crowlands Road, Eye Green, Peterborough, PE6 7TN	Leasehold
XPLYMO	Jurys Inn, 50 Exeter Street, Plymouth, BN1 4DJ	Freehold
XTPLYM	Travelodge, Derriford Road, Derriford, Plymouth, PL6 8BD	Leasehold
XPONTY	Co-op Pontypridd, Penrhiwfer Rd, Pontypridd, CF39 8EY	Freehold
XPOOLE	Veolia Poole, Plot 3 Holton Heath Trading Park, Poole, BH16 6LT	Freehold
XPORT1	Premier Inn, Porthmadog	Freehold
XPRES2	Riversway, Preston, PR2 6BX	Leasehold
XPRES1	Ramsay Fulwood Hospital, Midgery Lane, Fulwood, Preston, PR2 9SZ	Freehold

Property Code	Property Address	Tenure
XTREA2	Travelodge, Moto Service Area, M4 Motorway, Burghfield, M4 Westbound, Reading, RG30 3UQ	Leasehold
XTREA1	Travelodge, Moto Service Area, M4 Motorway, Burghfield, M4 Eastbound, Reading, RG30 3UQ	Leasehold
XREADI	BGC Reading, Hyde End Road, Shinfield, Reading , RG2 9ER	Freehold
XREDDI	Warwick Highway, Redditch, B98 0SW	Leasehold
XTRETF	Travelodge, A1 Northbound, Markham Moor, Retford, DN22 0QU	Freehold
XROMFO	Premier Inn Romford, 25-29 Market Place, Romford	Leasehold
XROTHE	Stobart Rotherham, Greaseborough Depot North Drive, Rotherham, S6 1RL	Freehold
XSALE	83 Broad Road, Sale, M33 2EU	Freehold
XSALFO	Ramsay Oaklands Hospital, 19 Lancaster Road, Salford, M6 8AQ	Freehold
XSANDB	Co-op Sandbach, Lawton Way, Elworth, Sandbach, CW11 1TF	Freehold
XTSAND	Travelodge, Discovery Park, Sandwich	Freehold
XSAWBR	Ramsay Rivers Hospital, High Wych, Sawbridgeworth, CM21 0HH	Freehold
XSCUN2	Lakeside Parkway, Scunthorpe	Leasehold
XSCUN1	Prime Life Phoenix, Phoenix Park Care Village, Phoenix Avenue, Scunthorpe, DN15 8HN	Freehold
XSHEF1	Q-Park Sheffield, Rockingham Street, Sheffield, S1 4NL	Freehold
XSHEF2	Q-Park, Riverside Car Park, 5 Millsands, Sheffield, S3 8NH	Leasehold
XTSHRE	Travelodge, A5 / A49 Roundabout, Bayston Hill Services, Shrewsbury, SY3 0DA	Leasehold
XSMETH	Cornwall Road, Smethwick	Freehold
XSOLIH	The Priory Care Home, 1 Shelley Crescent, Monkspath, Shirley, Solihull, BS9 1DE	Freehold
XSOLTA1	Heide Park Soltau Germany	Freehold
XSOLTA2	Heide Park Hotel Soltau Germany	Freehold
XTSOU1	Travelodge, 144 Lodge Road, Southampton, SO14 6QR	Freehold
XTSOU2	Travelodge, Ham Farm, Twyford Road, Eastleigh, Southampton, SO50 4LF	Freehold
XSOUT2	63a Scarisbrick New Road, Southport, PR8 6PA	Freehold
XSOUT3	Co-op Southport, Station Rd, Ainsdale, Southport, PR8 3HR	Freehold
XTSTAF	Travelodge, Moto Service Area, M6 Motorway Northbound, Eccleshall Road, Stafford, ST15 0EU	Leasehold
XSTOC2	Waitrose Poynton, 89 Park Lane, Poynton, Stockport, SK12 1RD	Freehold
XPSTOC	Bulls Head, 341 London Road, Stockport, SK7 4PS	Freehold
XSTOC1	Teeside Retail Park, Newmarket Avenue, Thornby, Stockton-on-Tees, TS17 7BP	Leasehold
XSTOKE	Ridgway Drive, Stoke, ST1 5NY	Leasehold
XTSTO1	Travelodge, Longton Road, Stoke on Trent, ST4 8BU	Leasehold
XSTONE	Yarnfield Park Training & Conference Centre, Stone, ST15 0NL	Freehold
XTSTRA	Travelodge, Oversley Mill, Alcester, Stratford, B49 6PQ	Leasehold
XSUNDE	Turbine Business Park, Nissan Way, Sunderland, SR5 3QY	Freehold
XSURRE	3 Simplemarsh Road, Addlestone, Surrey, KT15 1QH	Freehold
XTSWAN	Travelodge, Moto Service Area, M4 Motorway, Penllergaer, Swansea, SA4 9GT	Leasehold
XTSWIN	Travelodge Swindon, Barnfield Close, Swindon, SN2	Freehold
XSWIND	Co-op Swindon, Taw Hill Village Centre, Swindon , SN21 2UH	Freehold
XTEESI	Belasis Business Park, 10-11 Belasis Business Park, Billingham, Teeside, TS23 4EB	Freehold
XTTOWC	Travelodge, A43 Towcester Bypass, Towcester, NN12 6TQ	Freehold
XTRURO	Ramsay Duchy Hospital, Pentenvinnie Lane, Truro, TR1 3UP	Freehold
XWALLA	Co-op Wallasey, 83-85 Wallasey Village, Wallasey, CH45 3LE	Freehold
XWALSA	Wallows Lane, Walsall	Leasehold

Property Code	Property Address	Tenure
XPWARD	The Bridgewater, 23 Barton Road, Wardley	Freehold
XTWAR1	Travelodge, Kendrick St, Warrington, WA1 1UZ	Freehold
XTWAR2	Travelodge, Newton Road, Lowton, Warrington, WA3 1HD	Leasehold
XWARWI	Warwick Castle, Warwick, CV34 6AH	Freehold
XWASHI	Co-op Service Station Washington, Washington, NE37 1EZ	Freehold
XWBRIG	Lidl West Bridgford, West Bridgford	Freehold
XWBROM	Oak Lane, West Bromwich, B70 8PF	Freehold
XIDLE	Cross Road, Idle, Bradford, West Yorkshire, BD10 9RU	Freehold
XWHITL	Premier Inn Whitley Bay, Spanish City Promenade, Whitley Bay, NE26 1AR	Leasehold
XWIDNE	Stobart Widnes, Viking Park, Widnes, WA8 0PE	Freehold
XPWIDN	Church View Inn, 38 Lunts Heath Road, Widnes, WA8 5RY	Freehold
XWIRR1	20 Kingsmead Road, North Prenton, Wirral, CH43 6TB	Freehold
XWIRR2	97 Eleanor Road, Bidston, Wirral, CH43 7QW	Freehold
XPWOL1	Hog's Head, 186 Stafford Street, Wolverhampton, WV1 1NA	Freehold
XPWOL2	Pear and Partridge, The Parkway, Wolverhampton, WV6 7XZ	Freehold
XWORCE	Sainsbury's Dog Lane, Bewdley, Worcestershire, DY12 2BU	Freehold
XTWOR1	Travelodge Workington, William Street, Workington, CA14 3YG	Freehold
XWORKS	Premier Inn, Worksop	Freehold
XTWOR2	Travelodge, St Annes Dr, Worksop, S80 3QD	Freehold
XWREXH	Co-op Wrexham, Borrass Park Rd, Wrexham, LL12 7TH	Freehold
XYEOVI	Lysander Road, Yeovil	Leasehold
XTYOR2	Travelodge, A64 Eastbound, Bilbrough, Steeton, York, LS24 8EG	Freehold
XTYOR1	Travelodge, Hull Road, York, YO10 3LF	Leasehold
XYORK1	Q-Park Kent Street Car Park, Kent Street, York	Leasehold
XYORK2	Q-Park, Shambles Car Park, Garden Place, York, YO1 7NZ	Leasehold
XYORK3	York Biotech Campus, York, YO41 1LZ	Freehold

Appendix 2 General Terms of Business for Valuation Services

General Terms of Business for Valuation Services

Important Notice

If you have any queries relating to this Agreement please let us know as soon as possible and in any event before signing the Terms of Engagement Letter and/or giving us instructions to proceed.

Your instructions to proceed (howsoever received, whether orally or in writing) will constitute your offer to purchase our services on the terms of the Agreement.

Accordingly, our commencement of work pursuant to your instructions shall constitute acceptance of your offer and as such establish the contract between us on the terms of the Agreement.

These General Terms of Business for Valuation Services (the “**General Terms**”), the General Scope of Valuation Work (the “**General Scope of Work**”) and our Terms of Engagement Letter (the “**Engagement Letter**”) together form the agreement between you and us (the “**Agreement**”). References to “**you**”, “**your**” etc. are to persons or entities who are our client and, without prejudice to clauses 3 and 4 below, to any persons purporting to rely on our Valuation.

Unless the context otherwise requires, all other terms and expressions used but not defined herein shall have the meaning ascribed to them in the Engagement Letter.

When used within these General Terms, the General Scope of Work and/or in the Engagement Letter, the term “**Valuation**” shall mean any valuation report, supplementary report or subsequent/update report, produced pursuant to our engagement and any other replies or information we produce in respect of any such report and/or any relevant property. Any words following the terms “**including**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

All of the terms set out in these General Terms shall survive termination of the Agreement.

In the event of any inconsistency between these General Terms, the General Scope of Work and the Engagement Letter, the order of precedence should be as follows: (1) the Engagement Letter, (2) the General Scope of Work and (3) these General Terms.

1. Knight Frank

- 1.1 Knight Frank LLP (“**Knight Frank**”, “**our**”, “**us**”, “**we**”) is a limited liability partnership with registered number OC305934; this is a corporate body which has *members* and not *partners*.
- 1.2 Our registered office is at 55 Baker Street, London W1U 8AN where a list of members may be inspected.
- 1.3 Any representative of Knight Frank described as *partner* is either a member or an employee of Knight Frank and is not a partner in a partnership. The term *partner* has been retained because it is an accepted way of referring to senior professionals. The term “**Knight Frank Person**” shall, when used herein, mean any member, employee, “partner” or consultant of Knight Frank.
- 1.4 Our VAT registration number is 438 2690 74.
- 1.5 The details of our professional indemnity insurance will be provided to you on request.

- 1.6 Knight Frank LLP is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Philip Gardner, Chief Risk Officer (rics.principal@knightfrank.com).
- 1.7 Any Valuation provided by us may be subject to monitoring under RICS Valuer Registration. In accordance with our obligations it may be necessary to disclose valuation files to RICS. By instructing us you give us your permission to do so. Where possible we will give you prior notice before making any such disclosure, although, this may not always be possible. We will use reasonable endeavours to limit the scope of any such disclosure and to ensure any disclosed documents are kept confidential.
- 1.8 Valuations will be carried out in accordance with the relevant edition of the RICS valuation standards, the RICS Red Book (the “**Red Book**”), by valuers who conform to its requirements and with regard to relevant statutes or regulations.
- 1.9 As required by RICS, a copy of our complaints procedure is available on request. Please contact complaints@knightfrank.com if you would like to make a complaint.
- 1.10 Knight Frank LLP is a member of an international network of independent firms which may use the “Knight Frank” name and/or logos as part of their business name and operate in jurisdictions outside the United Kingdom (each such firm, an “**Associated Knight Frank Entity**”).
- 1.11 Unless specifically agreed otherwise, in writing, between you and us: (i) no Associated Knight Frank Entity is our agent or has authority to enter into any legal relations and/or binding contracts on our behalf; and (ii) we will not supervise, monitor or be liable for any Associated Knight Frank Entity or for the work or actions or omissions of any Associated Knight Frank Entity, irrespective of whether we introduced the Associated Knight Frank Entity to you.
- 1.12 You are responsible for entering into your own agreement with any relevant Associated Knight Frank Entity.
- 1.13 This document has been originally prepared in the English language. If this document has been translated and to the extent there is any ambiguity between the English language version of this

document and any translation thereof, the English language version as prepared by us shall take precedence.

2. Governing law and jurisdiction

- 2.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation or any Valuation shall be governed by and construed in accordance with English law.
- 2.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation or any Valuation. This will apply wherever the relevant property or the client, or any relevant third party, is located or the service is provided.

3. Limitations on liability

- 3.1 Subject to clause 3.8, our maximum total liability in connection with or arising out of this Agreement and/or its subject matter and/or the Valuation is limited to the higher of £250,000 or fifty times our fee as set out in the Engagement Letter.
- 3.2 Subject to clause 3.8, we will not be liable for any loss of profits, loss of data, loss of chance, loss of goodwill, or any indirect or consequential loss of any kind.
- 3.3 Our liability to you shall be reduced to the extent that we prove that we would have been able to claim a contribution pursuant to the Civil Liability (Contribution) Act 1978 from one or more of the other professionals instructed by you in relation to any relevant property and/or the Purpose (and in each case if, as a result of an exclusion or limitation of liability in your agreement with such professional, the amount of such contribution would be reduced, our liability to you shall be further reduced by the amount by which the contribution we would be entitled to claim from such professional is reduced).
- 3.4 Subject to clause 3.8, any limitation on our liability will apply however such liability is or would otherwise have been incurred, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise.
- 3.5 Except as set out in clauses 3.6 and 4.7 and 4.8 below no third party shall have any right to enforce any of the terms of this Agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 3.6 No claim arising out of or in connection with this Agreement may be brought against any Knight Frank Person. Those individuals will not have a personal duty of care to you or any other person and any such claim for losses must be brought against Knight Frank. Any Knight Frank Person may enforce this clause under the Contracts (Rights of Third Parties) Act 1999 but the terms of this Agreement may be varied by agreement between the client and Knight Frank at any time without the need for any Knight Frank Person to consent.
- 3.7 No claim, action or proceedings arising out of or in connection with the Agreement and/or any Valuation shall be commenced against us after the expiry of the earlier of (a) six years from the Valuation Date (as set-out in the relevant Valuation) or (b) any limitation period prescribed by law.
- 3.8 Whether or not specifically qualified by reference to this clause, nothing in the Agreement shall exclude or limit our liability in respect of fraud, or for death or personal injury caused by our negligence or negligence of those for whom we are responsible, or for any other liability to the extent that such liability may not be so excluded or limited as a matter of applicable law.

4. Purpose, reliance and disclosure

- 4.1 The Valuation is prepared and provided solely for the stated purpose. Unless expressly agreed by us in writing, it cannot be relied upon, and must not be used, for any other purpose and, subject to clause 3.8, we will not be liable for any such use.

- 4.2 Without prejudice to clause 4.1 above, the Valuation may only be relied on by our Client. Unless expressly agreed by us in writing the Valuation may not be relied on by any third party and we will not be liable for any such purported reliance.
- 4.3 Subject to clause 4.4 below, the Valuation is confidential to our Client and must not be disclosed, in whole or in part, to any third party without our express written consent (to be granted or withheld in our absolute discretion). Subject to clause 3.8, no liability is accepted to any third party for the whole or any part of any Valuation disclosed in breach of this clause.
- 4.4 Notwithstanding any statement to the contrary in the Agreement, you may disclose documents to the minimum extent required by any court of competent jurisdiction or any other competent judicial or governmental body or the laws of England.
- 4.5 Neither the whole nor any part of the Valuation and/or any reference thereto may be included in any published document, circular or statement nor published in any way whatsoever whether in hard copy or electronically (including on any website) without our prior written consent and approval of the form and context in which it may appear.
- 4.6 Where permission is given for the publication of a Valuation neither the whole nor any part thereof, nor any reference thereto, may be used in any publication or transaction that may have the effect of exposing us to liability for actual or alleged violations of the Securities Act 1933 as amended, the Securities Exchange Act of 1934 as amended, any state Blue Sky or securities law or similar federal, state provincial, municipal or local law, regulation or order in either the United States of America or Canada or any of their respective territories or protectorates (the "**Relevant Securities Laws**"), unless in each case we give specific written consent, expressly referring to the Relevant Securities Laws.
- 4.7 You agree that we, and/or any Knight Frank Person, may be irreparably harmed by any breach of the terms of this clause 4 and that damages may not be an adequate remedy. Accordingly, you agree that we and/or any Knight Frank Person may be entitled to the remedies of injunction or specific performance, or any other equitable relief, for any anticipated or actual breach of this clause.
- 4.8 You agree to indemnify and keep fully indemnified us, and each relevant Knight Frank Person, from and against all liabilities, claims, costs (including legal and professional costs), expenses, damages and losses arising from or in connection with any breach of this clause 4 and/or from the actions or omissions of any person to whom you have disclosed (or otherwise caused to be made available) our Valuation otherwise than in accordance with this clause 4.
- 4.9 You warrant and represent that all information provided to us shall be accurate, complete and up-to-date and can be relied upon by us for the purposes of the Agreement and you shall be liable to us or any other third party for any such information provided by you that is not accurate, complete or up-to-date.

5. Severance

If any provision of the Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision. If express agreement regarding the modification or meaning of any provision affected by this clause is not reached, the provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

6. Entire agreement

- 6.1 The Agreement, together with any Valuation produced pursuant to it (the Agreement and such documents together, the “**Contractual Documents**”) constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- 6.2 Subject to clause 3.8 above, you agree that in entering into the Agreement you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Contractual Documents. You further agree that you shall have no claim for innocent or negligent misrepresentation based on any statement set out in the Contractual Documents.
- 6.3 The Engagement Letter, the General Scope of Work and these General Terms shall apply to and be incorporated in the contract between us and will prevail over any inconsistent terms or conditions contained or referred to in your communications or publications or which would otherwise be implied. Your standard terms and conditions (if any) shall not govern or be incorporated into the contract between us.
- 6.4 Subject to clause 3.8 and clause 6, no addition to, variation of, exclusion or attempted exclusion of any of the terms of the Contractual Documents will be valid or binding unless recorded in writing and signed by duly authorised representatives on behalf of the parties.

7. Assignment

You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of the rights and obligations under the Agreement without our prior written consent (such consent to be granted or withheld in our absolute discretion).

8. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

9. Our fees

- 9.1 Without prejudice to clause 9.3 below, you become liable to pay our fees upon issuance of the Valuation. For the avoidance of doubt, unless expressly agreed otherwise in writing, the payment of our fees is not conditional on any other events or conditions precedent.
- 9.2 If any invoice remains unpaid after 30 days of the date on which it is presented, we reserve the right to charge interest, calculated daily, from the date when payment was due until payment is made at 4% above the then prevailing bank base rate of National Westminster Bank PLC or (if higher) at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and its regulations (if applicable).
- 9.3 If we should find it necessary to use legal representatives or collection agents to recover monies due, you will be required to pay all costs and disbursements so incurred.
- 9.4 If before the Valuation is concluded you end this instruction, we will charge abortive fees (calculated on the basis of a proportion of the total fee by reference to reasonable time and expenses incurred), with a minimum charge of 50% of the full fee if we have already inspected the property (or any property, if the instruction relates to more than one).
- 9.5 If you delay the instruction by more than 30 days or materially alter the instruction so that additional work is required at any stage or if we are instructed to carry out additional work that we consider (in our reasonable opinion) to be either beyond the scope of providing

the Valuation or to have been requested after we have finalised our Valuation (including, but not limited to, commenting on reports on title), we will charge additional fees for this work. Such additional fees will be calculated on the basis of a proportion of the total fee by reference to reasonable time and expenses incurred.

- 9.6 Where we agree to accept payment of our fees from a third party, such fees remain due from you until payment is received by us.
- 9.7 Any fee paid in advance for our services will not be held by us as client's money pending the completion of our service to you and it will not be subject to the RICS Clients' Money Protection Scheme.

10. Anti-bribery, corruption & Modern Slavery

- 10.1 We agree that throughout the term of our appointment we shall:
- 10.2 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, (the “Relevant Requirements”);
- 10.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 10.4 maintain anti-bribery and anti-corruption policies to comply with the Relevant Requirements and any best practice relating thereto; and
- 10.5 promptly report to you any request or demand for any undue financial or other advantage of any kind in connection with the performance of our services to you.
- 10.6 We take all reasonable steps to ensure that we conduct our business in a manner that is consistent with our Anti-slavery Policy and comply with applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.

11. Data Protection

- 11.1 Data Protection Legislation means the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office. (ICO). The terms “Personal Data”, “Data Processor” and “Data Subject” shall have the meanings ascribed to them in the Data Protection Legislation.
- 11.2 You and we shall comply with applicable requirements of the Data Protection Legislation.
- 11.3 Without prejudice to the generality of the foregoing, you will not provide us with Personal Data unless the Agreement requires the use of it, and/or we specifically request it from you. By transferring any Personal Data to us you warrant and represent that you have the necessary authority to share it with us and that the relevant Data Subjects have been given the necessary information regarding its sharing and use.
- 11.4 We may transfer Personal Data you share with us to other Associated Knight Frank Entities and/or group undertakings. Some of these recipients may be located outside of the European Economic Area. We will only transfer such Personal Data where we have a lawful basis for doing so and have complied with the specific requirements of the Data Protection Legislation.
- 11.5 Full details of how we use Personal Data can be found in our Privacy Statement at <http://www.knightfrank.com/legal/privacy-statement>.

Appendix 3 General Scope of Valuation Work

General Scope of Valuation Work

As required by the RICS Valuation – Global Standards (the “Red Book”) this General Scope of Valuation Work describes information we will rely on, the investigations that we will undertake, the limits that will apply to those investigations and the assumptions we will make, unless we are provided with or find information to the contrary.

Definitions

“**Assumption**” is something which it is agreed the valuer can reasonably accept as being true without specific investigation or verification.

“**Property**” is the interest which we are instructed to value in land including any buildings or other improvements constructed upon it.

“**Valuation**” shall mean any valuation report, supplementary report or subsequent/update report, produced pursuant to this engagement and any other replies or information we produce in respect of any such report and/or any relevant property.

12. Property to be valued

12.1 We will exercise reasonable care and skill (but will not have an absolute obligation to you) to ensure that the Property, identified by the address provided in your instructions, is the Property inspected by us and included within our Valuation. If there is ambiguity as to the Property address, or the extent of the Property to be valued, this should be drawn to our attention in your instructions or immediately upon receipt of our Valuation.

12.2 We will rely upon information provided by you or your legal advisers relating to the Property to be valued, including any tenancies, sub-tenancies or other third-party interests. Any information on title and tenure we are provided with by a third party during the course of our investigations will be summarised in our Valuation but will be subject to verification by your legal advisers. We will be under no obligation to make any searches of publicly available land registers. We will not make or commission any investigations to verify any of this information. In particular, we will not investigate or verify that :

- (a) all title information relied upon and referred to in our Valuation is complete and correct,
- (b) all documentation is satisfactorily drawn,
- (c) there are no undisclosed onerous conditions or restrictions that could impact on the marketability of the Property valued, and
- (d) there is no material litigation pending, relating to the Property valued.

12.3 Where we provide a plan of the Property in our Valuation this is for identification only. While the plan reflects our understanding based on the information provided to us it must not be relied upon to define boundaries, title or easements.

12.4 Our Valuation will include those items of plant and machinery normally considered to be part of the service installations to a building and which would normally pass with the Property on a sale or letting. We will exclude all other items of process plant, machinery, trade fixtures and equipment, chattels, vehicles, stock and loose tools, and any tenant's fixtures and fittings.

12.5 Unless agreed otherwise in writing we will neither investigate nor include in our Valuation any unproven or unquantified mineral

deposits, felled timber, airspace or any other matter which may or may not be found to be part of the Property but which would not be known to a buyer or seller on the valuation date.

12.6 Unless agreed otherwise our Valuation will make the Assumption that all parts of the Property occupied by the current owner on the valuation date would be transferred with vacant possession and any tenancies, sub-tenancies or other third party interests existing on the valuation date will continue.

12.7 Where requested legal title and tenancy information is not provided in full, in the absence of any information provided to the contrary, our Valuation will make the Assumption that the subject Property has good title and is free from any onerous restrictions and/or encumbrances or any such matter which would diminish its value.

13. Portfolios

13.1 Where instructed to value a portfolio of properties, unless specifically agreed with you otherwise, we will value each Property separately on the basis that it is offered individually to the market.

14. Building specification and condition

14.1 We will note the general condition of any building and any building defect brought to our attention and reflect this in our Valuation. We will not undertake a detailed investigation of the materials or methods of construction or of the condition of any specific building element. We will not test or commission a test of service installations. Unless we become aware during our normal investigations of anything to the contrary and mention this in our Valuation, our Valuation will, make the Assumption that:

- (a) any building is in a condition commensurate with its age, use and design and is free from significant defect,
- (b) no construction materials have been used that are deleterious, or likely to give rise to structural defects,
- (c) no potentially hazardous or harmful materials are present, including asbestos,
- (d) all relevant statutory requirements relating to use, construction and fire safety have been complied with,
- (e) any building services, together with any associated computer hardware and software, are fully operational and free from impending breakdown or malfunction and
- (f) the supply to the building of electricity, data cable network and water, are sufficient for the stated use and occupancy.

14.2 If you require information on the structure or condition of any building our specialist building surveyors can provide a suitable report as a separate service.

15. Environment and sustainability

15.1 Our Valuation will reflect the market's perception of the environmental performance of the Property and any identified

environmental risks as at the valuation date. This may include reflecting information you provide to us that has been prepared by suitably qualified consultants on compliance of existing or proposed buildings with recognised sustainability metrics. Where appropriate we will research any freely available information issued by public bodies on the energy performance of existing buildings.

15.2 We will investigate whether the Property has a current Energy Performance Certificate on the relevant government register and report our findings. As part of our valuation service we will not advise on the extent to which the Property complies with any other Environmental, Social or Governance (ESG) metrics or to what extent the building, structure, technical services, ground conditions, will be impacted by future climate change events, such as extreme weather, or legislation aimed at mitigating the impact of such events. If required KF may be able to advise on ESG considerations and their long-term impact on a Property as a separate service.

16. Ground conditions and contamination

16.1 We may rely on any information you provide to us about the findings and conclusions of any specialist investigations into ground conditions or any contamination that may affect the Property. Otherwise our investigations will be limited to research of freely available information issued by Government Agencies and other public bodies for flood risk, recorded mining activity and radon. We will also record any common sources or indicators of potential contamination observed during our inspection.

16.2 Unless specifically instructed by you to do so, we will not commission specialist investigations into past or present uses either of the Property or any neighbouring property to establish whether there is contamination or potential for contamination, or any other potential environmental risk. Neither will we be able to advise on any remedial or preventive measures.

16.3 We will comment on our findings and any other information in our possession or discovered during our investigations in our Valuation.

16.4 Unless we become aware of anything to the contrary and mention this in our Valuation, for each Property valued our Valuation will make the Assumption that:

- (a) the site is physically capable of development or redevelopment, when appropriate, and that no extraordinary costs will be incurred in providing foundations and infrastructure,
- (b) there are no archaeological remains on or under the land which could adversely impact on value,
- (c) the Property is not adversely affected by any form of pollution or contamination,
- (d) there is no abnormal risk of flooding,
- (e) there are no high voltage overhead cables or large electrical supply equipment affecting the Property
- (f) the Property does not have levels of radon gas that will require mitigation work, and
- (g) there are no invasive species present at the Property or within close proximity to the Property.
- (h) There are no protected species which could adversely affect the use of the Property.

17. Planning and highway enquiries

17.1 We may research freely available information on planning history and relevant current policies or proposals relating to any Property being valued using the appropriate local authority website. We will not commission a formal local search. Our Valuation will make the Assumption that any information obtained will be correct, but our findings should not be relied on for any contractual purpose.

17.2 Unless we obtain information to the contrary, Our Valuation will make the Assumption that:

- (a) the use to which the Property is put is lawful and that there is no pending enforcement action,
- (b) there are no local authority proposals that might involve the use of compulsory purchase powers or otherwise directly affect the Property.

17.3 We do not undertake searches to establish whether any road or pathways providing access to the Property are publicly adopted. Unless we receive information to the contrary or have other reason to suspect an adjoining road or other access route is not adopted, our Valuation will make the Assumption that all such routes are publicly adopted.

18. Other statutory and regulatory requirements

18.1 A property owner or occupier may be subject to statutory regulations depending on their use. Depending on how a particular owner or occupier uses a building, the applicable regulations may require alterations to be made to buildings. Our valuation service does not include identifying or otherwise advising on works that may be required by a specific user in order to comply with any regulations applicable to the current or a proposed use of the Property. Unless it is clear that similar alterations would be required by most prospective buyers in the market for a property, our Valuation will make the Assumption that no work would be required by a prospective owner or occupier to comply with regulatory requirements relating to their intended use.

18.2 We will not investigate or comment on licences or permits that may be required by the current or any potential users of the Property relating to their use or occupation.

19. Measurements

19.1 Where building floor areas are required for our valuation, unless we have agreed to rely on floor areas provided by you or a third party, we will take measurements and calculate the appropriate floor areas for buildings in accordance with the RICS Property Measurement Professional Standard. These measurements will either be wholly taken by us during our inspection or from scaled drawings provided to us and checked by sample measurements on site. The floor areas will be within a tolerance that is appropriate having regard to the circumstances and purpose of the valuation instruction.

19.2 Where required, any site areas will be calculated from our understanding of the boundaries using digital mapping technology, subject to clause 1.3 above.

20. Investment properties

20.1 Where the Property valued is subject to a tenancy or tenancies, we will have regard to the market's likely perception of the financial status and reliability of tenants in arriving at our valuation. We will not undertake detailed investigations into the financial standing of any tenant. Unless advised by you to the contrary our Valuation will be make the Assumption that there are no material rent arrears or breaches of other lease obligations.

21. Development properties

21.1 If we are instructed to value Property for which development, redevelopment or substantial refurbishment is proposed or in progress, we strongly recommend that you supply us with build cost and other relevant information prepared by a suitably qualified construction cost professional, such as a quantity surveyor. We shall be entitled to rely on such information in preparing our valuation. If a professional estimate of build costs is not made available, we will rely on published build cost data but this must be recognised as being less reliable as it cannot account for variations in site conditions and design. This is particularly true for refurbishment work or energy efficiency and environmental upgrades. In the absence of a professionally produced cost

estimate for the specific project we may need to qualify our report and the reliance that can be placed on our valuation.

- 21.2 For Property in the course of development, we will reflect the stage reached in construction and the costs remaining to be spent at the date of valuation. We will have regard to the contractual liabilities of the parties involved in the development and any cost estimates that have been prepared by the professional advisers to the project. For recently completed developments we will take no account of any retentions, nor will we make allowance for any outstanding development costs, fees, or other expenditure for which there may be a liability.

22. VAT, taxation and costs

- 22.1 The reported valuation will be our estimate of the price that would be agreed with no adjustment made for costs that would be incurred by the parties in any transaction, including any liability for VAT, stamp duty or other taxes. It is also gross of any mortgage or similar financial encumbrance.

23. Property insurance

- 23.1 Except to the limited extent provided in clause 3 and clause 4 above we do not investigate or comment on how potential risks would be viewed by the insurance market. Our Valuation will be on the Assumption that each Property would, in all respects, be insurable against all usual risks including fire, terrorism, ground instability, extreme weather events, flooding and rising water table at normal, commercially acceptable premiums.

24. Reinstatement cost estimates

- 24.1 We can only accept a request to provide a building reinstatement cost estimate for insurance purposes alongside our Valuation of the Property interest on the following conditions:
- (a) the assessment provided is indicative, without liability and only for comparison with the current sum insured, and
 - (b) The building is not specialised or listed as being of architectural or historic importance.
- 24.2 Otherwise we can provide an assessment of the rebuilding cost by our specialist building surveyors as a separate service.

25. Legal advice

- 25.1 We are appointed to provide valuation opinion(s) in accordance with our professional duties as valuation surveyors. The scope of our service is limited accordingly. We are not qualified legal practitioners and we do not provide legal advice. If we indicate what we consider the effect of any provision in the Property's title documents, leases or other legal requirements may have on value, we strongly recommend that this be reviewed by a qualified lawyer before you take any action relying on our valuation.

26. Loan security

- 26.1 If we are requested to comment on the suitability of the Property as a loan security we are only able to comment on any risk to the reported value that is inherent in either its physical attributes or the interest valued. We will not comment on the degree and adequacy of capital and income cover for an existing or proposed loan or on the borrower's ability to service payments.

