

# Valuation Report.

Valuation date: 31 March 2022

***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.*

Your partners in property

LXi REIT plc  
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London EC2Y 5AS

Jefferies International Limited (lead financial adviser and joint broker  
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London EC2M 2AT

Secure Income REIT plc  
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18 Cavendish Square  
London W1G 0PJ

N.M. Rothschild & Sons Limited (lead financial adviser and joint Rule  
3 adviser to Secure Income REIT plc)  
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Stifel Nicolaus Europe Limited (joint financial adviser and joint Rule 3  
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4th Floor, 150 Cheapside  
London EC2V 6ET

(each party above an “**Addressee**” and together the “**Addressees**”)

For the attention of Michael Maddox  
Email: michael.maddox@lxireitadvisors.com  
Tel: 07917 909727

Date of issue: 11 May 2022

## **Valuation Report - Market Valuations of the commercial assets held by LXi REIT plc and the provision of a Valuation Report for inclusion in a Rule 2.7 Announcement, Scheme Document and Combined Prospectus and Circular**

Further to your instructions, we are pleased to provide our Valuation Report in respect of the above transaction.  
If you have any queries regarding this report, please let us know as soon as possible.

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Your partners in property

**Signed for and on behalf of Knight Frank LLP**

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# Contents

<b>Report sign-off.....</b>	<b>2</b>
<b>1. Terms of engagement.....</b>	<b>5</b>
Engagement of Knight Frank LLP .....	5
Independence and expertise .....	5
Use of this Valuation.....	6
Limitations on liability.....	7
Scope of work.....	8
<b>2. Valuation.....</b>	<b>10</b>
Methodology .....	10
Valuation bases .....	10
Valuation date.....	10
Market Value .....	10
Responsibility .....	12
Consent .....	12

# Appendices

Appendix 1 List of properties valued

# 1. Terms of engagement

## Engagement of Knight Frank LLP

1.1 This valuation report (the “Valuation”) has been prepared in accordance with our Terms of Engagement letter dated 6 May 2022 and our General Terms of Business for Valuation Services (together the “Agreement”). We have carried out a valuation of the freehold, heritable or leasehold interests in the properties referred to in the Schedule appended to this Valuation Report (together the “Properties” and each a “Property”) and now report our opinion of the Market Values (as defined in paragraph 3.1 below) of the Properties as at 31 March 2022.

### Client

1.2 Our client for this instruction is LXi REIT plc, 6th Floor, 125 London Wall, London EC2Y 5AS (the “Client”, “you”, “your”). This valuation has also been addressed to Jefferies International Limited, Peel Hunt LLP, Secure Income REIT plc, N.M. Rothschild & Sons Limited and Stifel Nicolaus Europe Limited (who, together with the Client, are the “Addressees”).

### Valuation standards

1.3 This valuation has been undertaken in accordance with 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. As required by the Red Book, some key matters relating to this instruction are set out below.

## Independence and expertise

### Disclosure of any conflicts of interest

1.4 We confirm that we do have a material connection or involvement giving rise to a potential conflict of interest, as set out below:

Knight Frank LLP are retained by LXi REIT plc as external valuer for financial reporting under IFRS.

Other than valuation services, Knight Frank LLP have had no material involvement with the assets being valued, subject to our comments below, and we confirm that we can report without any material conflict.

- Cambridge Belfry Hotel, Back Lane, Cambourne, Cambridge CB23 6BW where Knight Frank LLP acted for the Company on the acquisition of the Property in April 2017;
- Belasis Business Park, Billingham TS23 4EB where Knight Frank LLP acted for the vendor on the sale of the Property in July 2018;
- 31 Turnpike Road, Newbury RG14 2NX where Knight Frank acted for the vendor on the sale of the Property in October 2018;
- Dobbies Garden Centre, Heighley Gate, Morpeth, NE61 3DA where Knight Frank acted for the vendor on the sale of the Property in March 2019; and

- Premier Inn, High Grounds Road, Worksop S80 3AT where Knight Frank acted for the vendor on the sale of the property in September 2019.
- New Berwyn Works, Berwyn Road, Llangollen, LL20 8AE where Knight Frank acted for the Company in the acquisition of the property in June 2021.
- Biffa Waste Services, Greenbank Road, East Tullis Industrial Estate, Aberdeen, AB12 3BQ where Knight Frank acted for the vendor on the sale of the property in August 2021.

1.5 This has been disclosed to you and you have given your consent to us proceeding with this instruction. We confirm that we are not aware of any undisclosed matter giving rise to a potential conflict of interest and that we are providing an objective and unbiased valuation.

#### **Valuer and expertise**

- 1.6 The valuers, on behalf of Knight Frank LLP, with the responsibility for this report are Chris Galloway MRICS, RICS Registered Valuer and Michael Crowe MRICS, RICS Registered Valuer. Parts of this valuation have been undertaken by additional valuers as listed on our file.
- 1.7 We confirm that the valuer and additional valuers meet the requirements of the Red Book, having sufficient current knowledge of the particular market and the skills and understanding to undertake the valuation competently.
- 1.8 For the purposes of the Red Book, we are acting as External Valuers, as defined therein.

## **Use of this Valuation**

#### **Purpose of valuation**

The Valuation and the Valuation Report are each provided solely for the purpose of:

- a) inclusion in an announcement proposed to be made by the Client and Secure Income REIT plc under Rule 2.7 of the Code in connection with the Transaction (the "**Rule 2.7 Announcement**");
- b) inclusion in a scheme document to be published by Secure Income REIT plc in connection with the Transaction (the "**Scheme Document**");
- c) inclusion in a combined prospectus and circular to be published by the Client in connection with the Transaction and the issue and allotment of new shares in the capital of the Client pursuant to the terms of the Transaction (the "**Combined Prospectus and Circular**");
- d) inclusion and/or reference in any other announcements, documents and/or supplementary documents released by the Client and/or Secure Income REIT plc which directly relate to the Transaction (a "**Code Document**"); and
- e) publication on the Client's website and Secure Income REIT plc's website in accordance with the requirements of the Code and the UK Prospectus Regulation Rules,

together, the "**Purpose**".

In accordance with clause 4.1 of our General Terms neither the Valuation, nor the Valuation Report can be used for any purpose other than the Purpose without our express written consent.

**Reliance**

- 1.9 This Valuation has been prepared for the Addressees only. Notwithstanding the General Terms we acknowledge that this Valuation Report will also be for the use of the shareholders of the Client and shareholders of Secure Income REIT plc for the specific Purpose set out in this Valuation.
- 1.10 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 & 4 of the General Terms and to the fullest extent permitted by law, we do not 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 Report or our statement, required by and given solely for the purposes of complying with Rule 29 of the Code.

**Disclosure & publication**

- 1.11 The Valuation has been prepared for the Client and in accordance with the Agreement which governs its purpose and use. As stated in the Agreement, this Valuation is confidential to the Addressees and must not be disclosed to any person other than the Client without our express written consent. Nor may the whole nor any part of this valuation nor any reference thereto may be included in any prospectus, listing particulars, published document, circular or statement nor published in any way without our prior written approval of the form or context in which it may appear.
- 1.12 Notwithstanding paragraph 1.11 above, the Valuation may be disclosed as set out below:
- 1.13 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 to completion of the Valuation Report and our approval of the form and context thereof, we hereby confirm that we will authorise and consent to its :
- a) inclusion in the Rule 2.7 Announcement;
  - b) inclusion in the Scheme Document;
  - c) inclusion in the Combined Prospectus and Circular;
  - d) inclusion and/or reference in any other Code Document; and
  - e) publication on the Client's website and Secure Income REIT plc's website in accordance with the requirements of the Code and the UK Prospectus Regulation Rules,

**Limitations on liability**

- 1.14 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.
- 1.15 We confirm that we hold adequate and appropriate PII cover for this instruction.
- 1.16 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.

- 1.17 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.

## Scope of work

### **Information provided to us which we have relied upon**

- 1.18 We will rely on the information previously provided to us by you, or by third parties in respect of the 31 March 2022 valuation and will assume it to be correct for the purposes of the Valuation unless you inform us otherwise, subject only to any valuation that we have agreed to undertake.
- 1.19 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.
- 1.20 We are instructed to rely on floor areas and tenancy information provided by the Client. We have not read lease agreements nor verify accordance between tenancy schedule and lease terms.
- 1.21 Knight Frank cannot be held liable with regards to the legal description of the asset, its use, noncompliance 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.

### **Inspections**

- 1.22 In our ongoing role as External Valuers, we are instructed to carry out an external and internal inspection of the Properties, and the Valuation has been prepared in accordance with our previous inspections of the Properties.

### **Special assumptions**

- 1.23 The Valuation has been undertaken on the following special assumptions:
- 1.24 That the Properties are fully constructed as at the Valuation Date and income producing. This assumption relates to the following properties:
- Premier Inn, Worksop
  - Premier Inn, Porthmadog
  - Loaning Meadows Retail Park, Berwick Upon Tweed
  - Lidl, The Brickyard, High Street, East Ham
  - St Hilary Retail Park, Basildon, Essex
  - Costa Drive Thru at the Morrisons Store at Norman Road, Bradford
  - Costa Drive Thru at the Morrisons Store at Buntsford Park Road, Bromsgrove
  - Costa Drive Thru at Smithfield Park Oswestry
  - Costa Drive Thru at the Morrisons Store at Lakeside Parkway, Scunthorpe
  - Costa Drive Thru at the Morrisons Store at Teesside Retail Park, Stockton-on-Tees TS17 7BP

- Costa Drive Thru at the Morrisons Store at Wallows Lane, Walsall
- Retail pod at the Morrisons Store at Lysander Road, Yeovil
- Sainsbury's, Dog Lane, Bewdley, Worcestershire, DY12 2BU
- 2 Greenmarket, Dundee, DD1 4EH

1.25 Should the assets above be treated as developments and valued using the residual method, the value reported would be significantly different incorporating outstanding construction costs, finance, developers profit and fees.

1.26 A special assumption that the following properties have been purchased on a topped up rent basis. Therefore should the assets be sold, as at the valuation date, these prices would not be achievable, without the additional rental top up. We understand the price the Client has paid to the vendor reflected a deduction being the difference between the contracted rent and the topped up rent, you will make an adjustment to reflect this deduction.

- Currock Road, Carlisle CA2 4AX
- Knight Retail Park, Saffron Walden, Thaxted Road, Essex, CB10 2UR
- Junction 24 Retail Park, Helen Street, Glasgow, G51 3HR
- Premier Inn, 398 Topsham Road, Exeter, EX2 6HE
- Kents Hill Training Centre, Timbold Drive, Kents Hill Park, Milton Keynes, MK7 6TT
- Yarnfield Park Training & Conference Centre, Stone, ST15 ONL

### **Assumptions**

1.27 The Valuation will necessarily be based upon a number of assumptions, as set out in the General Terms, this Letter and within the Valuation.

1.28 While we have not provided a summary of these assumptions, we would in particular draw your attention to the following assumptions which are particularly important/relevant:

- We will value each Property separately, not as if they were all sold together as a single lot or portfolio.

## 2. Valuation

### Methodology

2.1 Our valuation has been undertaken using appropriate valuation methodology and our professional judgement.

#### Investment method

2.2 Our valuation has been carried out using the comparative and investment methods. In undertaking our valuation of the property, 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 property. With the benefit of such transactions we have then applied these to the property, taking into account size, location, terms, covenant and other material factors.

### Valuation bases

#### Market Value

2.3 Market Value is defined within RICS Valuation - Professional 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

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

### Valuation date

#### Valuation date

2.6 The valuation date is 31 March 2022.

### Market Value

#### Market Value

2.7 We are of the opinion that the Market Value of the **freehold and long leasehold** interests in the properties, **subject to the existing tenancies on the special assumptions highlighted above**, at the valuation date is:

2.8 **£1,544,350,000 (One Billion Five Hundred and Forty Four Million Three Hundred and Fifty Thousand Pounds).**

Portfolio Split	Market Value
Commercial	£1,516,900,000
Assisted Living	£27,450,000

**Total**

**£1,544,350,000**

2.9 Appendix 1 comprises the address, tenant and tenure of each of the Properties held by the Company as at 31 December 2021. Due to the sensitive nature of the use, a list of the Assisted Living assets is held in our working file but not stated here.

2.10 Our opinions of the value are summarised in the table below:

<b>Sector</b>	<b>Valuation 31 March 2022</b>	<b>Weighting by Value as at 31 March 2022</b>
Discounted Retail	£374,565,000	24.26%
Industrial	£289,450,000	18.74%
Hotel	£212,600,000	13.77%
Office	£177,450,000	11.49%
Care Home	£82,925,000	5.37%
Car Park	£82,350,000	5.33%
Automotive	£70,000,000	4.53%
Garden Centres	£43,325,000	2.81%
Public House	£41,300,000	2.67%
Drive Thru	£38,615,000	2.50%
Nursery	£34,825,000	2.25%
Student Housing	£32,850,000	2.13%
Assisted Living	£27,450,000	1.78%
Leisure	£24,900,000	1.61%
Petrol Filling Station	£11,745,000	0.76%
<b>TOTAL</b>	<b>£1,544,350,000</b>	<b>100.00%</b>

2.11 There are four Properties of the 184 held by the Company as at 31 March 2022 which individually account for more than 3% of the aggregate value of the individual Market Values as at 31 March 2022. These four Properties are listed in the table below. The aggregate market value of these four properties represents 17.78% of the aggregate of the Market Values held by the Company as at 31 March 2022.

Address	Freehold	Long Leasehold	Total Market Value as at 31 March 2022	Percentage of the Company's portfolio by Market Value as at 31 March 2022
Biggin Hill Airport		£104,350,000	£104,350,000	6.76%
York Biotech Campus, York, YO41 1LZ	£59,800,000		£59,800,000	3.87%
Gateway Retail Park, Cargo Fleet Road, Middlehaven, Middlesborough, TS3 6AT	£58,850,000		£58,850,000	3.81%
Tesco Welling, Welling High St, London, DA16 1TH	£51,550,000		£51,550,000	3.33%

2.12 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.

## Responsibility

2.13 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 this 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 the Code and we authorise its content for the purposes of Rule 29 of the Code.

## Consent

2.14 Knight Frank LLP has given and has not withdrawn its consent to the inclusion of this Valuation Report in the Investor Documents which the Client is required to publish and/or make available in accordance



with the Code, and to the publication and reproduction of this Valuation Report as required by Rules 26 and 29 of the Code.

## Appendix 1 List of properties valued

Property address	Sector	Tenure
Carmarthen, Parc Pensarn, SA31 2NF	Leisure	Long leasehold
Barry Penny Lane, CF63 4BA	Leisure	Long leasehold
Cardiff, Sports Village, CF11 0JP	Leisure	Long leasehold
Pontypridd, CF39 8EY	Discount Foodstore	Freehold
A48, Cross Hands, Llanelli, Carmarthenshire, SA14 6RD	Hotel	Freehold
West Bridgford	Discount Foodstore	Freehold
A444 Southbound, Bedworth, Nuneaton, CV10 7TF	Hotel	Freehold
Oak Lane, West Bromwich, B70 8PF	Industrial	Freehold
Redditch Warwick Highway, B98 0SW	Leisure	Long leasehold
Sinclair Retail Park, Davies Road, Evesham WR11 1FN	Discount Foodstore	Freehold
31 Turnpike Road, Newbury, RG14 2NX	Industrial	Freehold
31 Druid Stoke Avenue, Bristol BS9 1DE	Healthcare	Freehold
Andover Business Park, Andover, SP11 8BP	Leisure	Freehold
Columbus Quarter, Andover	Leisure	Long leasehold
Commerce Way, Melksham SN12	Hotel	Freehold
Barnfield Close, Swindon SN2	Hotel	Freehold
Edenmore Care Home, 646 Shore Road, Newtownabbey, BT3 7PR	Healthcare	Freehold
Apple Mews 1, 95 Cathedral Road, Armagh BT61 8AB	Healthcare	Long leasehold
Apple Mews 2, 95 Cathedral Road, Armagh, BT61 8AB	Healthcare	Long leasehold
Nottingham, Victoria Parkway, NG4 2PA	Leisure	Long leasehold
Stoke, Ridgeway Drive, ST1 5NY	Leisure	Long leasehold
Elder Way, Chesterfield S4 1UN	Hotel	Freehold
Premier Inn, Worksop, Nottinghamshire	Hotel	Freehold
Greene King, County Hotel, High Street, Newcastle upon Tyne NE3 1HB	Leisure	Freehold
Greene King, Duke of Wellington, Kenton Lane, Newcastle upon Tyne NE3 3BQ	Leisure	Freehold
High Street, Gosport, Hampshire PO12	Hotel	Freehold

Dobbies, Heighley Gate, Morpeth, Northumberland. NE61 3DA	Leisure	Freehold
10-11 Belasis Business Park, Billingham Teesside TS23 4EB	Industrial	Freehold
Greene King, Brinkburn, Lady Kathryn Grove, County Durham DL3 0YR	Leisure	Freehold
Spanish City Promenade, Whitley Bay NE26 1AR	Hotel	Long leasehold
Wilson Street, Middlesbrough TS1 1AE	Hotel	Freehold
North Nelson Industrial Estate. Cramlington NE23 1WW	Industrial	Freehold
Turbine Business Park, Nissan Way Sunderland SR5 3QY	Industrial	Freehold
Gestamp, Aycliffe Industrial Estate, Durham DL5 6EP	Industrial	Long leasehold
Travelodge, Discovery Park, Sandwich, Kent	Hotel	Freehold
Canvey Island, Northwich Road, SS8 0PT	Leisure	Long leasehold
Greene King, Bridgewater 23 Barton Road, Greater Manchester, M28 2DP	Leisure	Freehold
Greene King, Bulls Head, 341 London Road, Cheshire SK7 4PS	Leisure	Freehold
Greene King, Church View Inn, 38 Lunts Heath Road, Cheshire WA8 5RY	Leisure	Freehold
Greene King, Griffin Inn, 184 Warrington Road, Cheshire WA8 3XT	Leisure	Freehold
Greene King, Old Leyland Gates. Golden Hill Lane, Lancashire PR25 3PG	Leisure	Freehold
Greene King, Pear & Partridge, The Parkway, Staffordshire WV6 7XZ	Leisure	Freehold
Greene King, Shrewsbury Arms, 38 Claughton Firs Prenton, Merseyside CH43 5TQ	Leisure	Freehold
Greene King, Spread Eagle Hotel Hatherlow, Greater Manchester SK6 3DR	Leisure	Freehold
Greene King, Unicorn, Adlington Road, Cheshire SK9 2LN	Leisure	Freehold
Newcastle Under Lyme Goose Street, ST5 3HY	Leisure	Long leasehold
Q-Park, Piazza Car Park, St James Street, Manchester M1 4BP	Car Park	Long leasehold
Q-Park, Waterside Car Park, 5 Broad Road, Manchester M33 2AE	Car Park	Freehold
Viking Park, Widnes WA8 0PE	Industrial	Freehold
Q-Park, Tower Bridge Car Park, Gainsford Street, London SE1 8NH	Car Park	Freehold
21 Brown Street, Dundee DD1 5EF	Student	Freehold
1 Afton Way, Dundee, DD4 8BR	Leisure	Long leasehold
9 Bridge Street, Aberdeen, AB11 6JL	Hotel	Freehold
North end Retail Park, High Street, Cowdenbeath KY4 9QA	Discount Foodstore	Freehold
Bure Park, Lucerne Avenue, Bicester, OX263HA	Foodstores and essentials	Freehold
Greene King, Britannia, Bradwell Lane, Newcastle under Lyme ST5	Leisure	Freehold
Cornwall Road, Smethwick Birmingham	Industrial	Freehold

Orbital 7, Orbital Park, Cannock, Staffordshire WS11 8XW	Industrial	Long leasehold
The Priory Care Home, 1 Shelly Crescent, Monkspath, Shirley, Solihull B90 4XA	Healthcare	Freehold
25 Old Haymarket, Liverpool, Merseyside L1 6ER	Hotel	Long leasehold
Currock Road, Carlisle, CA2 4AX	Discount Foodstore	Freehold
William Street, Workington, Cumbria CA14 3YG	Hotel	Part Freehold/ Part Long leasehold
Northampton, Kettering Road, NN3 6AA	Leisure	Long leasehold
Peterborough, Lincoln Road PE4 6WS	Leisure	Long leasehold
Copenhagen Way, Norwich, Norfolk, NR3 2RT	Leisure	Freehold
Griffiths Retail Park, Griffiths Way, St Albans, Hertfordshire AL1 2RJ	Discount Foodstore	Freehold
Geddington Road, Land at	Car showroom	Freehold
99a Midland Road, Ellistown, Coalville	Foodstores and essentials	Freehold
Preston, Riversway, PR2 6BX	Leisure	Long leasehold
Blackpool, Squires Gate, FY4 2AY	Leisure	Long leasehold
Rosegrove Lane, Burnley BB12 6EH	Automotive	Freehold
PGL Travel. Winmarleigh Hall, Church Lane. Winmarleigh, Lancaster, PR3 0LA	Leisure	Long leasehold
Rockingham Street, Sheffield S1 4NL	Car Park	Freehold
Q-Park, Riverside Car Park, 5 Millsands, Sheffield S3 8NH	Car Park	Long leasehold
Phoenix Park Care Village, Phoenix Avenue, Scunthorpe, DN15 8HN	Healthcare	Freehold
Dobbies Garden Centre, Pennine, Huddersfield, West Yorkshire, HD8 8LF	Leisure	Freehold
Bradford Victoria Shopping Centre, Bradford BD8 9BN	Discount Foodstore	Long leasehold
Blackpool, Thornton Centre, FY5 5DX	Discount Foodstore	Freehold
Clifton Drive North, Lytham St Annes, Lancashire FY8 2NA	Discount Foodstore	Long leasehold
Poynton, 89 Park Lane, Poynton, Stockport SK12 1RD	Foodstore and Essentials	Freehold
Premier Inn, Porthmadog	Hotel	Freehold
Sandbach Lawton Way CW11, 1TF	Discount Foodstore	Freehold

Southport, PR8 3HR	Discount Foodstore	Freehold
Wallasey, CH45 3LE	Discount Foodstore	Freehold
Wrexham, BorrassPark Road, LL12 7TH	Discount Foodstore	Freehold
New Berwyn Works, Berwyn, Llangollen	Discount Foodstore	Freehold
Greaseborough Depot, North Drive, Rotherham S6 1RL	Industrial	Freehold
Q-Park, Shambles Car Park, Garden Place, York YO1 7NZ	Car Park	Long leasehold
Atkinson Court Care Home. Ings Road, Cross Green, Leeds, LS9 9EJ	Healthcare	Freehold
Scott Works, Clayton Road, Bradford BD7	Discount Foodstore	Freehold
Greene King, Norman Conquest, Flatts Lane, Yorkshire TS6 0NP	Leisure	Freehold
165-167 Preston Road, Brighton, East Sussex, BN1 6AU	Hotel	Freehold
Portsmouth, Lidl, 73 London Road	Discount Foodstore	Part Freehold/ Part Long leasehold
Veolia Plot 3, Holton Heath Trading Park. Poole, Dorset BH16 6LT	Industrial	Freehold
Taw Hill Village Centre, Swindon SN21 2UH	Foodstores and essentials	Freehold
Q-Park, Surrey Street, Croydon	Car Park	Freehold
25-29 Market Place, Romford	Hotel	Long leasehold
Jurys Inn, 50 Exeter Street, Plymouth	Hotel	Freehold
The Belfry Hotel, Back Lane Cambourne, Cambridge CB23 6BW	Hotel	Freehold
Tolvaddon Road, Camborne TR14 8NQ	Hotel	Freehold
York Biotech Campus, York	Life Science	Freehold
Tesco Welling, Welling	Foodstore and Essentials	Freehold
Lidl and Unit 2, The Brickyard, High Street/ Barking Road, East Ham	Foodstore and Essentials	Freehold
Biffa Waste Services	Industrial	Freehold
Q-Park, Candleriggs Car Park, 37 Albion Street, Glasgow G1 1LH	Car Park	Freehold
Q-Park, Quartermile Car Park, Simpson Loan, Edinburgh EH3 9AU	Car Park	Freehold
South Gyle Broadway, Edinburgh Park Edinburgh	Hotel	Freehold

Berwick-upon-Tweed	Discount Foodstore	Freehold
Glasgow 63 Cumberland Road, G34 6HZ	Discount Foodstore	Freehold
Junction 24 Retail Park, Glasgow	Discount Foodstore	Freehold
Asda - Clydebank, 31	Foodstore and Essentials	Freehold
STV, Pacific Quay	Office	Freehold
Biggin Hill Airport	Industrial	Long leasehold
Premier Inn, Thaxted Road, Saffron Walden, Essex	Hotel	Freehold
83 Broad Road, Sale, Cheshire, M33 2EU	Nursery	Freehold
68 Leigh Road, Atherton, Manchester M46 0PA	Nursery	Freehold
116 Fairfield Road, Widnes, Cheshire WA8 6SJ	Nursery	Freehold
97 Eleanor Road, Bidston, Wirral, Merseyside CH43 7QW	Nursery	Freehold
63a Scarisbrick New Road, Southport, Merseyside PR8 6PA	Nursery	Freehold
20 Kingsmead Road, North Prenton, Wirral CH43 6TB	Nursery	Freehold
Smith House, Stanney Lane, Little Stanney, Chester, Cheshire CH2 4HT	Nursery	Freehold
Longsands Lane, Preston, Lancashire PR2 9PS	Nursery	Freehold
119 Heapey Road, Chorley, Lancashire PR6 9BJ	Nursery	Freehold
116 Sharoe Green Lane, Fulwood, Preston, Lancashire PR2 8HL	Nursery	Freehold
437 Street Lane, Leeds, West Yorkshire LS17 6HQ	Nursery	Freehold
Abbotsford House, 15 Kent Road, Harrogate, North Yorkshire HG1 2LH	Nursery	Freehold
70 High Street, Hatfield, Doncaster, South Yorkshire DN7 6RY	Nursery	Freehold
124 Hadfield Road, Hadfield, Glossop, Derbyshire SK13 2DR	Nursery	Freehold
60 North Park Avenue, Leeds, West Yorkshire LS8 1HS	Nursery	Freehold
48 Nursery Lane, Alwoodley, Leeds, West Yorkshire LS17 7HW	Nursery	Freehold
65 Bawtry Road, Bessacarr, Doncaster, South Yorkshire DN4 7AD	Nursery	Freehold
1 Hartwith Way, Harrogate, North Yorkshire HG3 2XA	Nursery	Freehold
469 Otley Road, Adel, Leeds, West Yorkshire LS16 7NR	Nursery	Freehold
Cross Road, Idle, Bradford, West Yorkshire BD10 9RU	Nursery	Freehold
Woodlands Park Drive, Apperley Bridge, Bradford BD10 9SG	Nursery	Freehold
17 Ashfield Road, Shipley, Bradford BD18 4JX	Nursery	Freehold
73-75 Birchwood Road, Brislington, Bristol BS4 4QN	Nursery	Freehold

Dobbies Garden Centre, Haresfield, Gloucester GL10 3DP	Garden centre	Freehold
Unit 11 Merchant Way, Wheatley Hall Road, Doncaster, DN2 4BH	Car showroom	Freehold
Sainsburys, Gateway Retail Park, Middlesbrough, TS3 6AT	Foodstore and Essentials	Freehold
Coop Service Station, New Cottsey Wayside Service Station Dereham Road, Norwich, NR5 0SE	Foodstore and Essentials	Freehold
Coop Service Station Aston, Worksop Road, Aston	Foodstore and Essentials	Freehold
Coop Service Station, Washington, NE37 1EZ	Foodstore and Essentials	Freehold
Kents Hill Training, Milton Keynes, MK7 6TT	Office	Freehold
Cazoo Staines Road, Surrey, KT16 9DA	Car showroom	Freehold
Yarnfield Park Training & Conference Centre, Stone, ST15 ONL	Office	Freehold
Cazoo, 57a Kingstown Industrial Estate, Carlisle, CA3 0ET	Car showroom	Freehold
Cazoo Northampton, Bedford Road, Northampton, NN1 5NS	Car showroom	Freehold
Sainsbury's Dog Lane, Bewdley, Worcestershire, DY12 2BU	Foodstore	Freehold
Kent Street Car Park, York	Car Park	Long leasehold
Teeside Retail Park, Thornby, Stockton-on-Tees, TS17 7BP	Leisure	Long leasehold
Lakeside Parkway, Scunthorpe	Leisure	Long leasehold
Cazoo Customer Service, Scotswood Road, Newcastle upon Tyne, NE15 6UX	Car showroom	Freehold
Lysander Road, Yeovil	Leisure	Long leasehold
22-26 Bankhead Drive, Sighthill, Edinburgh, ED11 4DJ	Car showroom	Freehold
Premier Inn Exeter, EX2 6HE	Hotel	Freehold
Wallows Lane, Walsall	Leisure	Long leasehold
Cazoo, 232 Penarth Road, Cardiff, CF11 8LR	Car showroom	Freehold
Hamilton Health & Racquet Club, Mote Hill, Hamilton, ML3 6BY	Leisure	Long leasehold
Smithfield Park, Oswestry	Leisure	Long leasehold
St Hilary Retail Park, Basildon,	Discount Food Store	Freehold
Norman Road, Bradford	Leisure	Long leasehold

## 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 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 (the “**General Terms**”) and our engagement letter (the “**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 Letter.

When used herein or in the 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.

### **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 238 5156 53.
- 1.5 The details of our professional indemnity insurance specified in the Provision of Services Regulations 2009 will be provided to you on request.
- 1.6 Knight Frank is registered for regulation in the United Kingdom by the Royal Institution of Chartered Surveyors (“**RICS**”). 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.
- 1.7 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.

- 1.8 As required by RICS, a copy of our complaints procedure is available on request.

### **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 Letter.
- 3.2 Subject to clause 3.8, we will not be liable for any loss of profits or for indirect or consequential loss.
- 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.
- 5. Knight Frank network**
- 5.1 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**”).
- 5.2 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.
- 5.3 You are responsible for entering into your own agreement with any relevant Associated Knight Frank Entity.
- 5.4 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.
- 6. 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.
- 7. Entire agreement**
- 7.1 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.
- 7.2 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.
- 7.3 The Letter 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.
- 7.4 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.
- 8. 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).
- 9. 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.

## 10. Our fees

- 10.1 Without prejudice to clause 10.3 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.
- 10.2 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).
- 10.3 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.
- 10.4 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).
- 10.5 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.
- 10.6 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.

## 11. Anti-bribery, corruption & Modern Slavery

- 11.1 We agree that throughout the term of our appointment we shall:
- 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");
  - 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;
  - maintain anti-bribery and anti-corruption policies to comply with the Relevant Requirements and any best practice relating thereto; and
  - 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.
- 11.2 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

## 12. Portfolios

Properties comprising a portfolio, unless specifically agreed with you otherwise, will be valued separately and upon the assumption that the properties have been marketed individually and in an orderly manner.

## 13. Land Register inspection and searches

We are not required to undertake searches or inspections of any kind (including web based searches) for title or price paid information in any publicly available land registers, including the Land Registry

for England & Wales, Registers of Scotland and Land & Property Services in Northern Ireland.

## 14. Title and burdens

We will assume, unless specifically informed and stated otherwise, that each property has good and marketable title and that all documentation is satisfactorily drawn and that there are no unusual outgoing, planning proposals, onerous restrictions or local authority intentions which affect the property, nor any material litigation pending.

## 15. Disposal costs and liabilities

No allowance is made in our Valuation for expenses of realisation or for taxation which may arise in the event of a disposal and our Valuation is expressed as exclusive of any VAT that may become chargeable. Properties are valued disregarding any mortgages or other charges.

## 16. Sources of information

We rely upon the information provided to us, by the sources listed, as to details of tenure and tenancies, planning consents and other relevant matters, as summarised in our Valuations. We assume that this information is complete and correct.

## 17. Identity of property to be valued

We will exercise reasonable care and skill (but will not have an absolute obligation to you) to ensure that the property, identified by the property address in your instructions, is the property inspected by us and contained within our valuation report. 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 report.

## 18. Boundaries

Plans accompanying Valuations are for identification purposes only and must not be relied upon to define boundaries, title or easements. The site is identified or outlined by reference to information given to us and/or our understanding of the extent of the site.

## 19. Planning, highway and other statutory regulations

- 19.1 Enquiries of the relevant Planning and Highways Authorities in respect of matters affecting properties, where considered appropriate, are normally only obtained verbally or from a Local Authority web site, and this information is given to us, and accepted by us, on the basis that it should not be relied upon. Written enquiries can take several weeks for a response and incur charges. We recommend that formal written enquiries should be undertaken by your solicitors who should also confirm the position with regard to any legal matters referred to in our Valuations.
- 19.2 We assume that properties have been constructed, or are being constructed, and are occupied or used in accordance with the appropriate consents and that there are no outstanding statutory notices.
- 19.3 We assume that the premises comply with all relevant statutory requirements including fire, building and environmental regulations.

## 20. Property insurance

Our Valuation assumes that each property would, in all respects, be insurable against all usual risks including terrorism, ground instability, extreme weather events, flooding and rising water table at normal, commercially acceptable premiums.

## 21. Building areas and age

Where so instructed, areas provided from a quoted source will be relied upon. Any dimensions and areas measured on location or from plan are calculated in accordance with or by reference to the current RICS Code of Measuring Practice and are quoted to a reasonable approximation, with reference to their source. Where the age of the building is estimated, this is for guidance only.

## 22. Structural condition

Building, structural and ground condition surveys are detailed investigations of the building, the structure, technical services and ground and soil conditions undertaken by specialist building surveyors or engineers and fall outside the normal remit of a valuation. Since we will not have carried out any of these investigations (except where we separately agree in writing and are instructed to do so), we are unable to report that any property is free of any structural fault, rot, infestation or defects of any other nature, including inherent weaknesses due to the use in construction of deleterious materials, or that the property is resilient to environmental changes. We do reflect the contents of any building survey report provided to us in advance, or any defects or items of disrepair of which we are advised or which we note during the course of our valuation inspections but otherwise assume properties to be free from defect.

## 23. Ground conditions

Unless informed otherwise in writing, we assume there to be no adverse ground or soil conditions and that the load bearing qualities of the sites of each property are sufficient to support the building constructed or to be constructed thereon.

## 24. Contamination

24.1 Investigations into contamination by suitably qualified environmental specialists would usually be commissioned by most responsible purchasers or chargees of higher value properties or where there was any reason to suspect contamination or a potential future liability (whether following review of the environmental searches which should always be carried out by any purchaser/chargee or their legal advisors, or for other reasons). Furthermore, such investigation would be pursued to the point at which any inherent risk was identified and quantified before a purchase proceeded. Where we are provided with the conclusive results of such investigations, on which we are instructed to rely, these will be reflected in our Valuations with reference to the source and nature of the enquiries. We would endeavour to point out any obvious indications or occurrences known to us of harmful contamination encountered during the course of our valuation enquiries.

24.2 However, we are not environmental specialists and therefore we do not carry out any scientific investigations of sites or buildings to establish the existence or otherwise of any environmental contamination, nor do we undertake searches of public archives to seek evidence of past activities which might identify potential for contamination or any other environmental searches. If we are not provided with the results of appropriate investigations as outlined above and where there is no obvious indication of harmful contamination, our Valuation will be provided on the assumption that the relevant property is unaffected. Where we are informed that contamination is suspected or confirmed, but adequate investigation has not been carried out and made available to us, then the Valuation will be qualified by reference to appropriate sections of the Red Book.

24.3 Our report reflects the market's perception of risk relating to environmental issues as at the valuation date. We are unable to report on whether or to what extent the building, structure, technical services, ground conditions, soil conditions and contamination will be impacted by future climate change events, including extreme weather events.

## 25. Minerals, timber, airspace etc.

Unless specifically agreed otherwise in writing and so stated within the main body of the relevant Valuation, we do not value or attempt to value or take into account any potential income stream or other beneficial or detrimental effect or other factor relating to undiscovered or unquantified mineral deposits, timber, airspace, sub-ground space or any other matter which would not be openly known in the market and considered to have value.

## 26. Legal advice

26.1 We are appointed to provide valuation opinion(s) in accordance with our professional duties as surveyors. The scope of our service is limited accordingly. We are not qualified legal practitioners and we do not provide legal advice and any statements made by us, or advice given, in a legal context should be construed accordingly.

26.2 Where appropriate we will liaise with your legal advisors. However, we accept no responsibility for any work carried out by them and we will not be liable for anything contained in legal documentation prepared by them.

26.3 Where we consider it is necessary for the provision of the Valuation and/or specifically agree to do so, and any additional fees we require for this work are agreed, we will read legal documents (including leases, licences etc.), however, (save for any comment concerning the impact of our interpretation of such documents on value) our interpretation of such documents cannot be relied upon to be legally correct. Where we do interpret legal documents, we will, for the purposes of providing our Valuation, assume our interpretation to be correct.

## 27. Covenant

We reflect our general appreciation of potential purchasers' likely perceptions of the financial status of tenants. However, we do not carry out detailed investigations as to the financial standing of the tenants, except where specifically instructed, and assume, unless informed otherwise, that in all cases there are no significant arrears of payment and that they are capable of meeting their obligations under the terms of leases and agreements.

## 28. Loan security

Where instructed to comment on the suitability of property as a loan security we are only able to comment on any inherent property risk. Determination of the degree and adequacy of capital and income cover for loans is the responsibility of the lender having regard to the terms of the loan.

## 29. Build cost information

In the provision of valuation services we do not hold ourselves out to have expertise in assessing build costs. Where our instruction requires us to have regard to build cost information, for example in the valuation of properties with development potential, or where works may be necessary to meet regulatory standards, 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. The Valuation will be stated to have been arrived at in reliance upon the build cost information supplied to us by you. In the absence of any build cost information supplied to us, we may have regard to published build cost information. Build costs produced using this approach must be assumed to be unreliable or inaccurate especially for energy efficiency and environmental upgrades; any reliance which can be placed upon our Valuation in these circumstances is severely restricted. Specialist professional advice on the build costs should be sought by you. If you subsequently obtain specialist build cost advice, we recommend that we are instructed to review our Valuation.

## 30. Reinstatement assessments

A reinstatement assessment for insurance purposes is a specialist service and we recommend that separate instructions are issued for this specific purpose. If an indication is required as a check against the adequacy of existing cover this should be requested and will be so stated in the body of the relevant Valuation. Any indication given is provided for guidance only and must not be relied upon as the basis for insurance cover. In any event, our reinstatement assessment should be compared with the owner's and if there is a material difference, then a full reinstatement valuation should be reconsidered.

**31. Comparable evidence**

Where comparable evidence information is included in our Valuation, this information is often based upon our oral enquiries and its accuracy cannot always be assured, or it may be subject to undertakings as to confidentiality. However, such information would only be referred to where we had reason to believe it or where it was in accordance with our expectation. In addition, we have not inspected comparable properties.

**32. Valuation bases**

Valuations are carried out on a basis appropriate to the purpose for which they are intended and in accordance with the relevant definitions, commentary and assumptions contained in the Red Book. The basis of valuation will be agreed with you and specified in the Letter and in the relevant Valuation.

**33. Data Protection**

33.1 For the purposes of this clause "Data Protection Legislation" means: (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the

Data Protection Act 1998. The terms "Personal Data", "Data Processor" and "Data Subject" shall have the meanings ascribed to them in the Data Protection Legislation.

33.2 You and we shall comply with applicable requirements of the Data Protection Legislation.

33.3 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.

33.4 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.

33.5 Full details of how we use Personal Data can be found in our Privacy Statement at <http://www.knightfrank.com/legals/privacy-statement>.