

VALUATION OF:

PROJECT HANOVER

PREPARED FOR:

Care REIT plc

VALUATION DATE:

31 December 2024

Better never settles



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Strictly Confidential – For Addressee Only

VALUATION RECORD

To:	Care REIT plc The Scalpel 18th Floor 52 Lime Street London EC3M 7AF (the “ Client ” or “ you ”) Jefferies International Limited` 100 Bishopsgate London EC2N 4JL (together with the Client, the “ Addressees ”)
Fund Name:	Care REIT (the “ Fund ”)
Properties:	The address, tenure and property type of each of the properties (“ Properties ”) is included in the Appendices.
Report date:	21 March 2025
Valuation date:	31 December 2024 (“ Valuation Date ”)
Our reference:	2540EJ00

1. Instructions

1.1 Appointment

We are pleased to submit our report and valuation (the “**Valuation Report**”), which has been prepared in accordance with the engagement letter and terms set out therein dated 31 March 2025, together with the Valuation Services Schedule and our Terms of Business (the

“Engagement”). The Engagement forms an integral part of this Valuation Report. A redacted version of the Valuation Services Schedule can be found at the back of this document.

Included in the Engagement Letter is the Valuation Services Schedule. It is essential to understand that the contents of this Valuation Report are subject to the various matters we have assumed, which are referred to and confirmed as Assumptions in the Valuation Services Schedule (which forms part of the Engagement). Where Assumptions detailed in the Valuation Services Schedule are also referred to within this Valuation Report they are referred to as an "assumption" or "assumptions". Unless otherwise defined, all capitalised terms herein shall be as defined in the Engagement.

You have informed us that the Properties are categorised as investment.

The portfolio comprises:

- 95 freehold properties
- 10 long leasehold properties (over 50 years)
- 32 heritable properties

Further detail on the properties and interests valued are detailed in the Appendices.

1.2 Compliance with RICS Valuation – Global Standards

We confirm that the valuation and Valuation Report have been prepared in accordance with the RICS Valuation – Global Standards, which incorporate the International Valuation Standards ("IVS") and the RICS UK national supplement (the **"RICS Red Book"**), edition current at the Valuation Date. It follows that the valuations are compliant with IVS.

1.3 Status of Valuer and Conflicts of Interest

We confirm that all valuers who have contributed to the valuation have complied with the requirements of PS1 of the RICS Red Book. We confirm that we have sufficient current knowledge of the relevant markets, and the skills and understanding to undertake the valuation competently. The Valuation is the responsibility of Sophia Sham MRICS, who is a member of the RICS Valuer Registration Scheme and is in a position to provide an objective and unbiased Valuation, and who will act as **"External Valuer"** (as defined in the RICS Red Book) qualified for the Purpose of Valuation.

C&W and any affiliate do not act as External Valuer as defined under the Alternative Investment Fund Managers Directive (AIFMD) legislation, or its equivalent under local law. C&W expressly disclaims any responsibility or obligations under AIFMD. C&W act in the capacity of Valuation Advisor and are subject to the Limitation of Liability terms agreed in the Engagement in respect of advice in relation to your obligations under AIFMD.

A potential conflict has been identified with the Properties and the Client. The potential conflict is as follows:

C&W have current involvement with the Properties in that they are the incumbent valuers to the Company and provide quarterly valuations for inclusion in the Company's accounts. C&W undertake various instructions in providing property advice to the Company. We therefore confirm that C&W have current, anticipated and previous recent involvement with the Properties. The advice includes regular valuations of the Properties for accounts purposes as well as ongoing agency, development and other advice in respect of the Properties.

Other than the above, C&W has had no additional previous, recent or current involvement with the Properties and C&W does not anticipate any future fee earning relationship with the Properties. Therefore, C&W does not consider that any conflict arises in preparing the Valuation requested.

1.4 Purpose of Valuation

We are instructed to provide this Valuation Report in a form compliant with Rule 29 of the City Code on Takeovers and Mergers (the "**Takeover Code**") (the "**Valuation Report**"), for the purposes of inclusion in the scheme document to be published by the Company (the "**Scheme Document**") (the "**Purpose of Valuation**") in connection with the recommended cash offer by CR United Bidco Limited ("Bidco") for the Scheme Shares (as such term is defined in the Scheme Document).

Therefore, in accordance with PS 2.5 and UK VPS 6 we have made certain disclosures in connection with this valuation instruction and our relationship with you. These are included in item 1.5 below.

1.5 Disclosures required under the provisions of PS 2.5 and UK VPS 6

Time as Signatory

Sophia Sham MRICS of Cushman & Wakefield Debenham Tie Leung Limited, 125 Old Broad Street, EC2N 1AR has been the signatory of Valuation Reports provided to the Client in respect of the Fund for the same purpose as the purpose of this Valuation for a continuous period since 31 December 2020.

Tom Robinson MRICS of Cushman & Wakefield Debenham Tie Leung Limited, 125 Old Broad Street, EC2N 1AR has been the supporting signatory of Valuation Reports provided to the Client in respect of the Fund for the same purpose as the purpose of this Valuation for a continuous period since 30 September 2021

C&W confirms that the period for which Sophia Sham will be the Responsible Valuer and signatory to the Report over the engagement period will not exceed 5 years.

Both signatories are Members of the RICS

C&W's relationship with the Client

Cushman & Wakefield have been carrying out this instruction for the Client in respect of the Fund since 31 December 2016

We confirm that the period for which C&W has been carrying out the valuation of the Property for the same Valuation Purpose for the Client does not exceed 10 years or will not exceed 10 years at the completion of the engagement.

We confirm that there is no other fee-earning relationship between Cushman & Wakefield and the Client other than this valuation instruction.

Rotation Policy

C&W complies with the standards and recommendations in the RICS Red Book UKNS VPS 3.3 in relation to the valuer rotation policy and transition to valuer and firm rotation. C&W's policy in this regard is explained and set out in the Valuation Services Schedule.

Fee income from the Client

Cushman & Wakefield's financial year end is 31 December. We confirm that the proportion of fees payable by the Client to C&W in the financial year to 2024 was less than 5%. We anticipate that the proportion of fees for the financial year to 31 December 2025 will remain at less than 5%.

C&W involvement in the Properties in the previous 12 months

C&W have not received an introductory fee or negotiated a purchase in respect of the Property within the last 12 months.

Client Party Linked Benefits

You have confirmed that client parties do not receive a direct fee or benefit as a result of the valuation instruction and performance against indices or benchmarks.

1.6 Inspection

We confirm that we have inspected the Properties in accordance with our Engagement.

1.7 Departures

We have made no Departures from the RICS Red Book.

1.8 Limitations

The Client should be made aware of the following limitations (the “**Limitations**”): none

1.9 Floor Areas

Unless specified otherwise, floor areas and analysis in this report are based on the following bases of measurement, as defined in RICS Property Measurement and RICS Code of Measuring Practice (the edition current at the Valuation Date):

Care Homes	GIA
Medical	NIA

1.10 Measurement

We have adopted floor areas provided to us by the Client.

1.11 Significant Environmental, Social and Governance (ESG) factors used and considered

Sustainability and ESG factors are considerations in the decision-making of market participants and may be reflected in pricing.

In arriving at our opinion of value we have had regard to the potential impact of significant Environmental, Social, and Governance (ESG) factors on value, to the extent that such factors are reasonably identifiable and quantifiable. These factors include physical risks; transition risks related to policy or legislation to achieve sustainability, and risks reflecting the views and needs of market participants. The level of ESG consideration is commensurate with the type of asset or liability, location, and the purpose of the valuation.

For the avoidance of doubt, this valuation does not constitute an ESG risk assessment or rating, which require additional expertise beyond the scope of the valuer. ESG cost consultancy is also outside the expertise and scope of the valuer, we have therefore relied on cost information where provided.

1.12 Sources of Information

In addition to information established by us, we have relied on the information obtained from you and others listed in this Valuation Report.

We have made the assumption that the information provided by you and your respective professional advisers in respect of the Properties we have valued is both full and correct. We have made the further assumption that details of all matters relevant to value within your and their collective knowledge, such as prospective lettings, rent reviews, outstanding requirements under

legislation and planning decisions, have been made available to us, and that such information is up to date.

We confirm that the valuation has been undertaken bringing the required levels of independence and objectivity to bear on the instruction, applying professional scepticism to information and data where it is provided and relied on as evidence.

1.13 General Comment

All valuations are professional opinions on a stated basis, coupled with any appropriate assumptions or Special Assumptions. A valuation is not a fact, it is an estimate. The degree of subjectivity involved will inevitably vary from case to case, as will the degree of certainty, or probability, that the valuer's opinion of value would exactly coincide with the price achieved were there an actual sale at the Valuation Date.

Property values can change substantially, even over short periods of time, and so our opinion of value could differ significantly if the date of valuation were to change. If you wish to rely on our valuation as being valid on any other date you should consult us first.

Should you contemplate a sale, we strongly recommend that the Properties are given proper exposure to the market.

A copy of this Valuation Report should be provided to your solicitors and they should be asked to inform us if they are aware of any aspect which is different, or in addition, to that we have set out; in which case we will be pleased to reconsider our opinion of value in the light of their advice and / or opinions.

2. Taxation and costs

The opinion of value which C&W will attribute to the Properties will be the figure C&W considers would appear in a contract for sale, subject to the appropriate assumptions for the Basis of Value reported. Costs associated with the transaction, including any taxes, legal fees and other expenses, would be payable by the purchaser in addition to the figure reported.

No adjustment will be made by C&W to reflect any liability to taxation that may arise on disposal, or development of the Properties nor for any costs associated with disposal incurred by the owner. Furthermore, no allowance will be made by C&W to reflect any liability to repay any government or other grants, taxation allowance or lottery funding that may arise on disposal.

C&W's valuation figure for the Properties will be that receivable by a willing seller excluding VAT, if applicable.

3. VAT

You have advised us that you have not exercised your option to tax in respect of the Properties within the Fund.

The valuation and rent included in this Valuation Report are net of value added tax at the prevailing rate.

4. Property Information

4.1 Enquiries

We have undertaken and completed the various matters referred to in the "Scope of Services" section of the Engagement. Save as referred to below, the results of our enquiries and inspections do not contradict the Assumptions which we have made and are referred to in the Engagement.

Environmental Matters (including Flooding)

Reviewing the relevant Local Authority websites regarding environmental matters, including contamination and flooding (subject to the provisions of section 10.4 of the Assumptions). For the avoidance of doubt, C&W will not undertake an environmental assessment or prepare a land quality statement, which would be the responsibility of an environmental consultant or chartered environmental surveyor. In this respect, C&W will have regard to any environmental reports provided to C&W (subject to the provisions of section 10.4 of the Assumptions).

We understand Old Prebendal House and Stretton Hall were subject to flood events in December 2025. At the date of valuation, an insurance claim had been submitted and was in progress.

5. Basis of Valuation

In accordance with your instructions, we have undertaken our valuation on the following basis:

1. Market Value

Our opinion of the Market Value of the Properties has been primarily derived using comparable recent market transactions on arm's length terms.

5.1 Definitions

Market Value

Market Value as referred to in VPS 2, Item 4 of the current edition of the RICS Valuation - Global Standards which incorporate the International Valuation Standards ("**IVS**") and the RICS UK national supplement (the "**RICS Red Book**"), and applying the conceptual framework which is set out in IVS102:

"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."

Valuation of Trade Related Properties

Certain property types are normally bought and sold based on their trading potential as they have usually been designed or adapted and fitted out for a specific use and the resulting lack of flexibility usually means that the value of the property interest is intrinsically linked to the returns that the owner can generate from that use.

As a result our opinion of value of the Properties has been assessed having regard to its trading potential based on an income approach to value unless there is a clear alternative use, unless otherwise stated our opinion of value assume the Properties are fully equipped operational entities and include:

- The legal interest in the land and buildings.
- The trade inventory, usually comprising all trade fixtures, fittings, furnishings and equipment.
- The markets perception of the trading potential, together with an assumed ability to obtain and renew existing licences, consents, certificates and permits.

For the avoidance of doubt our opinions of value do not include consumables and stock.

6. Valuation

We have apportioned the total property values between freehold, long leasehold (over 50 years) and heritable and our opinion of the aggregate Market Value of each of the various property interests in the portfolio, as at the Valuation Date, subject to the Assumptions and comments in this Valuation Report was:

Valuation		
Freehold	£472,102,000	(Four hundred and seventy-two million one hundred and two thousand pounds)
Long Leasehold (Over 50 years)	£71,614,000	(Seventy-one million six hundred and fourteen thousand pounds)
Heritable	£135,320,000	(One hundred and thirty-five million three hundred and twenty thousand pounds)
Total Aggregate	£679,036,000	(Six hundred and seventy nine million, thirty six thousand pounds)

The figures quoted above are aggregated figures of the individual Market Value for each property interest in the portfolio. If the portfolio were to be sold as a single lot or in groups of properties, the total values could differ significantly.

For the purposes of Rule 29.5 of the Code, we confirm that there is no material difference between the values stated in this Valuation Report and the values that would be stated were the Valuation Date the date of the Scheme Document.

Lotting

In arriving at our opinion of Market Value of the portfolio, we have valued each Property individually. As such we have assumed that the properties would be marketed in an orderly way and not all placed on the market at the same time.

7. Confidentiality

This Valuation Report, including the Appendices, are confidential to you, for your sole use only and for the Purpose of Valuation as stated. Other than as detailed below, we will not accept responsibility to any third party in respect of any part of its contents.

Such publication or disclosure will not be permitted unless, where relevant, it incorporates adequate reference to our Terms of Business and the Special Assumptions and/or Departures from the RICS Red Book referred to herein. For the avoidance of doubt, such approval is required whether or not Cushman & Wakefield Debenham Tie Leung Limited is referred to by name and whether or not the contents of our Valuation Report are combined with others.

8. Disclosure

The valuation is based on limitations as detailed above. The publication or disclosure of the Valuation Report is prohibited and you shall not be permitted to disclose or publish this Valuation Report except in accordance with the terms of the Engagement.

This Valuation Report or any part of it may not be modified, altered (including altering the context in which the Valuation Report is displayed) or reproduced without our prior written consent.

We hereby exclude all liability arising from use of and/or reliance on this Valuation Report by any person or persons except as otherwise set out in the Engagement.

C&W has given and has not withdrawn its consent to the inclusion of this Valuation Report in the Scheme Document published by Care REIT plc dated 2 April 2025 in the form and context in which it is included.

For the avoidance of doubt and notwithstanding the foregoing, our approval is not required for publication and/or disclosure of this Valuation Report which is (i) in the Scheme Document (ii) made by the Company on a non-reliance and information only basis, to its employees, subsidiaries and/or professional advisers in connection with the Purpose of Valuation and/or (iii) required by applicable law, regulation or the rules of any stock exchange or the Takeover Code. We acknowledge that the Valuation Report will be available for inspection and published on a website by the Company and Bidco in accordance with the Takeover Code.

9. Reliance

This Valuation Report may be relied upon only in connection with the Purpose of Valuation stated and only by:

- (i) the Client;
- (ii) the shareholders of the Client
- (iii) Jefferies International Limited (in its capacity as financial adviser to the Client), and
- (iv) by such other parties who have signed a Reliance Letter.

No reliance may be placed upon this Valuation Report by any other party, or for any other purpose except in accordance with the Engagement.

For the avoidance of doubt, the total aggregate limit of liability specified in the terms of the Engagement (the "**Aggregate Cap**") shall apply in aggregate to (i) the Client, (ii) Jefferies International Limited (in its capacity as financial adviser to the Client), and (iii) such other parties who have signed a Reliance Letter. Apportionment of the Aggregate Cap shall be a matter for you and such other third parties alone.

Signed for and on behalf of Cushman & Wakefield Debenham Tie Leung Limited



Sophia Sham MRICS

Partner
RICS Registered Valuer
+44 (0)117 910 6675
Sophia.Sham@cushwake.com



Tom Robinson MRICS

Partner
RICS Registered Valuer
+44 (0)20 7152 5866
Tom.Robinson@cushwake.com

APPENDIX A: PORTFOLIO SUMMARY

PROPERTY	INTEREST	PROPERTY TYPE
Abbeywell	Freehold	Care home
Amberley	Freehold	Care home
Ancliffe	Freehold	Care home
Ashgrove	Freehold	Care home
Astbury Lodge	Freehold	Care home
Attlee	Freehold	Care home
Broadgate	Freehold	Care home
Croftwood	Freehold	Care home
Crossways	Freehold	Care home
Diamond	Freehold	Care home
Duncote Hall	Freehold	Care home
Duncote The Lakes	Freehold	Care home
Elm House	Freehold	Care home
Emmanuel	Freehold	Care home
Eryl Fryn	Freehold	Care home
Falcon	Freehold	Care home
Florence Grogan	Freehold	Care home
Freeland	Freehold	Care home
Garswood	Freehold	Care home
Gleavewood	Freehold	Care home
Golborne	Freehold	Care home
Grays Court	Freehold	Care home
Greenacres	Freehold	Care home
Hamshaw	Freehold	Care home
Hourigan	Freehold	Care home
Ideal	Freehold	Care home
Ingersley Court	Freehold	Care home
Karam	Freehold	Care home
Lakelands	Freehold	Care home
Leycester House	Freehold	Care home

Littleport	Freehold	Care home
Loxley	Freehold	Care home
Lyndhurst	Freehold	Care home
Meadows & Haywain	Freehold	Care home
Mowbray	Freehold	Care home
New Milton House	Freehold	Care home
Parklands	Freehold	Care home
Saffron	Freehold	Care home
Sovereign	Freehold	Care home
Stansty House	Freehold	Care home
The Cedars	Freehold	Care home
The Elms	Freehold	Care home
The Hawthorns	Freehold	Care home
The Laurels	Freehold	Care home
Thorley	Freehold	Care home
Three Elms	Freehold	Care home
Turnpike Court	Freehold	Care home
Waterside	Freehold	Care home
Wealstone	Freehold	Care home
Westhaven	Freehold	Care home
Whetstone Hey	Freehold	Care home
Woodlands	Freehold	Care home
Wordsley	Freehold	Care home
Craigend	Heritable	Care home
Rydal	Freehold	Care home
Parkville	Freehold	Care home
Fairview	Freehold	Care home
Roseville	Freehold	Care home
Carnbroe	Heritable	Care home
Grenville Court	Freehold	Care home
Sovereign Lodge	Freehold	Care home
Sovereign Court	Freehold	Care home
The Grove & Courtyard	Freehold	Care home
Derwent	Freehold	Care home

Sandbanks	Freehold	Care home
Croftbank	Heritable	Care home
Rosepark	Heritable	Care home
Briardene	Freehold	Care home
Holly Lodge	Freehold	Care home
Yew Tree	Freehold	Care home
Belmont	Freehold	Care home
Park springs	Heritable	Care home
Thorntree Mews Nursing Home	Heritable	Care home
Wallace View	Heritable	Care home
Kingston Court	Freehold	Care home
Riever House KC	Long Leasehold	NHS facility
Surgical Unit KC	Long Leasehold	NHS facility
Birchlands	Freehold	Care home
Old Prebendal	Freehold	Care home
Barham	Freehold	Care home
Baylham	Freehold	Care home
Holmesley	Freehold	Care home
Argentum Lodge	Freehold	Care home
Redhill	Freehold	Care home
Croft House	Freehold	Care home
Heeley Bank	Freehold	Care home
Howgate House	Freehold	Care home
Manor Park	Freehold	Care home
The Beeches	Freehold	Care home
Laurel Bank	Freehold	Care home
Willow Bank	Freehold	Care home
Hartlepool	Freehold	Care home
Almond Court	Heritable	Care home
Almond View	Heritable	Care home
Bankview & Day Care	Heritable	Care home
Beechwood	Heritable	Care home
Craigielea	Heritable	Care home
Granholtm	Heritable	Care home

Heatherfield	Heritable	Care home
Larkfield	Heritable	Care home
Three Towns	Heritable	Care home
St Peters	Freehold	Care home
Blackwell Vale	Freehold	Care home
Mavern House	Freehold	Care home
Cedarhurst Lodge	Long Leasehold	Care home
Edgewater Lodge	Long Leasehold	Care home
Saintfield Lodge	Long Leasehold	Care home
Oasis Development Site	Freehold	Care home (site)
Carlton Hall	Freehold	Care home
Springhill	Heritable	Care home
Hillcrest House	Freehold	Care home
Abingdon Manor	Long Leasehold	Care home
Larne Care Centre	Long Leasehold	Care home
Raleigh Mead	Freehold	Care home
Minehead	Freehold	Care home
East Street	Freehold	Care home
Baily House	Freehold	Care home
Woodleigh Care Home	Freehold	Care home
Baillieston Care Home	Heritable	Care home
Cardonald Care Home	Heritable	Care home
Stobhill Care Home	Heritable	Care home
Madeira	Freehold	Care home
Wombwell	Freehold	Care home
Methven House	Heritable	Care home
Walton House	Heritable	Care home
Roselea House	Heritable	Care home
Camilla House	Heritable	Care home
Alexander House	Heritable	Care home
Fernlea House	Heritable	Care home
Craigie House	Heritable	Care home
Finavon Court	Heritable	Care home
Lomond View	Heritable	Care home

Preston House	Heritable	Care home
Barrogil House	Heritable	Care home
Willow House	Heritable	Care home
Corbrook Park	Freehold	Care home
Isle Court	Freehold	Care home
Morris Care Centre	Freehold	Care home
Oldbury Grange	Freehold	Care home
Radbrook	Freehold	Care home
Stretton Hall	Freehold	Care home

APPENDIX B: ENGAGEMENT



125 Old Broad Street
London EC2N 1AR
Tel +44 (0)20 3296 3000
cushmanwakefield.com

Care REIT plc
The Scalpel
18th Floor
52 Lime Street
London
EC3M 7AF

Email	Sophia.Sham@cushwake.com
Direct	+44 (0)117 910 6675
Mobile	+44 (0)7785 926 642

Our Ref	2540EJ00
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and

Jefferies International Limited
(in its capacity as Addressee only as set out below)
100 Bishopsgate
London
EC2N 4JL

31 March 2025

Dear Client

PROJECT HANOVER

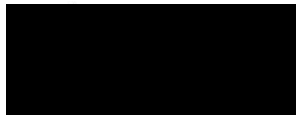
We are delighted that you have chosen Cushman & Wakefield to work with you in relation to the above matter. The schedule to this letter details the services we will provide, the basis of our appointment, our Fees and anticipated expenses, together with other information relevant to our services (the "**Services Schedule**") and together with this letter, the "**Engagement Letter**").

Enclosed are our standard terms of business containing exclusions and limitations on our liability and detailing our respective obligations (the "**Terms of Business**") which, together with the Engagement Letter, comprise the terms of our engagement (the "**Engagement**"). Please take a moment to check that you are happy with the contents of the Engagement Letter, the Services Schedule and the Terms of Business and understand the basis of the Engagement. If there is any conflict, it is agreed that the terms of the Engagement Letter shall prevail over the Terms of Business.

I will have overall responsibility for the provision of our services to you, assisted by any other professional staff as it may be appropriate for us to involve. I will be your first point of contact on this matter.

I should be grateful if you would return a signed and dated copy of the Engagement Letter as soon as possible to confirm that you accept the basis of the Engagement. Please be aware that your continuing instructions in relation to this matter will amount to your acceptance of the terms of the Engagement. If there is any matter that requires clarification, please do not hesitate to contact me.

Yours faithfully



Sophia Sham MRICS

Partner

Cushman & Wakefield Debenham Tie Leung Limited




Acceptance of Cushman & Wakefield Engagement Letter and Terms of Business

I have read the Engagement Letter dated 31 March 2025 in respect of Project Hanover (including the Services Schedule and incorporating the Cushman & Wakefield Terms of Business (Version 3.4 – February 2025) and hereby accept the terms and confirm this Engagement.

For and on behalf of Care REIT plc	
Name: <u>Simon Laffin</u>	Signature: 
Position: <u>Chair</u>	Date: <u>01 April 2025</u>

The Terms of Engagement are acknowledged and accepted by the following Addressees:
For and on behalf of Jefferies International Limited (in its capacity as Addressee of the Engagement only)

For and on behalf of Jefferies International Limited	
Name: <u>Paul Bundred</u>	Signature: 
Position: <u>Managing Director</u>	Date: <u>31/03/2025</u>

Valuation Services Schedule

1 Property Details

The Property Schedule at Appendix 1 includes the address, tenure and property type of each of the properties ("**Properties**") to be valued ("**Property Schedule**").

The Properties are held by Care REIT plc.

2 Client

Care REIT plc ("**Client**")

3 Addressee

The Valuation Report will be addressed to:

- the Client, and
- Jefferies International Limited (in its capacity as financial adviser to the Client)

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

The Addressees and shareholders of the Client shall be entitled to rely on the Valuation Report subject always to the terms of the Engagement.

By relying on the Valuation Report, the Addressees shall be deemed to acknowledge and agree that C&W's duties and obligations to the Addressees under and in connection with the Valuation Report shall be no different or greater and of no longer duration than the duties and obligations which C&W owes to the Client under the Engagement.

C&W shall have no greater liability to the Addressees by virtue of such reliance, either in nature, extent, or in time, than C&W has to the Client under the Engagement and C&W shall be entitled to rely on any limitation in the Engagement and to raise the equivalent rights in defence of liability or indemnity to the Addressees (both jointly and severally) as are available to C&W against the Client under the Engagement.

C&W's limit of liability under this Engagement represents the maximum total liability to the Addressees and all other parties permitted to rely on the Valuation Report in the aggregate.

For the avoidance of doubt, as Jefferies International Limited (in its capacity as financial adviser to the Client) is not a defined Client entity for the purposes of the Engagement, the following clauses from the Terms of Business will not apply to Jefferies International Limited:

- Clause 1.3
- Clause 3 (Fees, Expenses, and Payments)
- Clause 4 (Client Obligations)
- Clause 8.4 (Documents and Reliance)
- Clause 10 (Conflicts of Interest, Compliance and Ethics)
- Clause 12.4 (Termination)
- Clause 14 (Non-Solicitation)
- Clause 22.1 (Third Party Rights)

- Clause 24.1 (Miscellaneous Terms)

4 Client Instructions

The Client has instructed C&W to:

- Undertake a valuation of the legal interest(s) in the Properties described in the Property Schedule ("**Valuation**") as at 31 December 2024 (the "**Valuation Date**").
- Provide a valuation report in the format referred to in the 'Scope of Services' section below ("**Valuation Report**") for the following purpose of valuation ("**Purpose of Valuation**") for inclusion in:
 - any scheme document or offer document, (the "Code Documentation"), that may be published or made available by you in connection with the Proposed Transaction in accordance with the Code; and
 - any further document which you are required to publish under the Code and for publication on any websites as required pursuant to the Code.
 - For the purposes of this letter, the Scheme Document and any Code Documentation and/or any supplementary Code Documentation shall together be referred to as the "Transaction Documentation" and "Transaction Document" shall mean any such document;
- Establish whether a material change has occurred in the Valuation of the Properties since the Valuation Date and the date of the relevant Transaction Document;
- Provide a consent letter, among other things, consenting to the inclusion of the Valuation Report in the Transaction Documentation in a form set out in Part A of Appendix 2;
- Provide a correct extraction letter in relation to information included in any Transaction Document extracted from the Valuation Report in the form set out in Part C of Appendix 2 and
- Provide a bring down comfort letter dated the date of publication and/or release of the relevant Transaction Document in the form set out in Part B of Appendix 2.

The Client has confirmed on 27 March 2025 that a non-executive director of the Client's firm has approved the instruction for C&W to undertake the valuation for the purpose set out in this section which is classed as a regulated purpose valuation under the RICS Red Book.

5 Basis of Valuation

The basis of valuation for the Valuation Report as required by the Code is Market Value and therefore the valuations have been prepared on a Market Value basis.

5.1 Market Value

Market Value as referred to in VPS 2, Item 4 of the current edition of the RICS Valuation - Global Standards which incorporate the International Valuation Standards ("**IVS**") and the RICS UK national supplement (the "**RICS Red Book**"), and applying the conceptual framework which is set out in IVS102:

"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".

5.2 Special Assumptions

The Glossary of the RICS Red Book states that an Assumption "that either assumes facts that differ from the actual facts existing at the valuation date, or that would not be made by a typical market participant in a transaction on the valuation date" is a **"Special Assumption"**.

As instructed, we will not make any Special Assumptions.

6 Scope of Services

Included in the Services are:

6.1 Valuation Report

Providing a Valuation Report that will be prepared in English. C&W will provide one electronic copy of the Valuation Report and, if requested, one signed hard copy. Where the Valuation Report is required to contain site plans these will be based on extracts of the Ordnance Survey or other maps showing, for identification purposes only, C&W's understanding of the extent of title based on site inspections or copy title plans supplied to C&W. The Client should not rely on C&W's plans to define boundaries.

As agreed, C&W will not provide full details of the valuation approach and reasoning in the Valuation Report.

6.2 Currency

Providing a Valuation in UK Pounds Sterling (£).

6.3 Inspections

In accordance with our separate mandate for the Client, we inspect 33% of the properties in the portfolio per annum. For the properties that are inspected, we undertake internal inspections and external inspections from ground level.

For the remaining properties, we rely upon the inspections undertaken as part of our last reported valuation on behalf of the Client dated 31 December 2024 and prepare our valuation on the basis of valuation without inspection (VPS 4.2 RICS Red Book). Please note, no inspections have been undertaken for this instruction, we accordingly rely on inspections undertaken as part of our separate mandate.

You have confirmed in an email dated 31 March 2025 that there has been no material change to the physical attributes of the Properties and the area in which they are situated since our last inspection. It should be noted that if this Assumption proves to be incorrect there may be a material impact on the accuracy of the valuation reported.

6.4 Floor Areas

As the Properties are trading entities where the value is assessed by reference to trading potential, we will not undertake a measured survey.

6.5 Tenancies & Leasing

Relying on tenancy information provided, subject to the provisions of section 11.3 of the Assumptions. For the avoidance of doubt, C&W will not read copy leases.

6.6 Environmental Matters (including Flooding)

Reviewing the relevant Local Authority websites regarding environmental matters, including contamination and flooding and reviewing the Scottish Environment Protection Agency (SEPA) website for flood risk (subject to the provisions of section 11.4 of the Assumptions). For the avoidance of doubt, C&W will not undertake an environmental assessment or prepare a land quality statement, which would be the responsibility of an environmental consultant or chartered environmental surveyor. In this respect, C&W will have regard to any environmental reports provided to C&W (subject to the provisions of section 11.4 of the Assumptions).

6.7 Sustainability – Environmental, Social and Governance (ESG) factors

Taking into account the sustainability features of the Property as observed from inspection, information supplied or notified to us by the Client.

Reviewing information supplied pertaining to the environmental and energy performance of the Properties, and/or referring to public EPC registers in cases where information is not supplied, as far as these impact on value.

Reviewing information provided on the cost of upgrade works relating to environmental performance.

Reviewing sustainability related clauses within lease documentation.

For the avoidance of doubt, C&W will not undertake a sustainability or energy assessment of the Properties, which would be the responsibility of a suitably qualified consultant.

6.8 Title

Reading a Certificate of Title where this is provided to C&W and reflecting its contents in the Valuation (subject to the provisions of section 11.7 of the Assumptions).

C&W will not inspect the title deeds of the Properties.

Unless agreed in writing in advance with the Client, C&W will not obtain information from the Land Registry.

6.9 Condition of Structure & Services, Deleterious Materials and Ground Conditions

Taking into account the general condition of the Properties as observed from the inspection (subject to section 11.8 of the Assumptions). Where a separate condition or structural survey has been undertaken and made available to C&W, C&W will reflect the contents of the survey or condition report in the Valuation Report, but may need to discuss the survey or condition report with the originating surveyor.

6.10 Statutory Requirements and Planning

Making verbal or electronic enquiries of the relevant planning authorities as to the possibility of highway proposals, comprehensive development schemes and other ancillary planning matters that could affect property values. C&W will also seek to ascertain whether any outstanding planning applications exist which may affect the Properties, and whether the Properties are listed or included in a Conservation Area. C&W will also attempt to verify the existing permitted use of the Properties, and endeavour to

have sight of any copies of planning permissions. For the avoidance of doubt, C&W will not undertake formal searches.

6.11 Exclusion

Where C&W is engaged to prepare a Valuation Report in connection with a proposed transaction in respect of the Properties, expressly excluded from the Services is the provision of any recommendation or otherwise by C&W as to whether to proceed with such a proposed transaction. Accordingly, the Client must not in any circumstances construe the Valuation Report as a recommendation whether or not to proceed with such a proposed transaction.

7 Basis of Appointment

C&W confirms that:

The Valuation and Valuation Report will be undertaken in accordance with the appropriate sections of the current edition of the RICS Valuation – Global Standards which incorporate the International Valuation Standards ("**IVS**") and the RICS UK national supplement (the "**RICS Red Book**"). In this context "current edition" means the version in force at the Valuation Date. The Valuation Report will comply with the requirements of Rule 29 of the Code.

The Valuation will be the responsibility of Sophia Sham MRICS ("Responsible Valuer"), who is a member of the RICS Valuer Registration Scheme and is in a position to provide an objective and unbiased Valuation. The Valuation will be undertaken by a suitably qualified valuer, or valuers, who has or have the knowledge, skills and understanding to undertake the Valuation competently and who will act as "**External Valuer(s)**" (as defined in the RICS Red Book) qualified for the Purpose of Valuation.

C&W does not (and any affiliates of C&W do not) act as external valuers as defined under the Alternative Investment Fund Manager's Directive ("**AIFMD**") legislation, or its equivalent under local law. C&W expressly disclaims any responsibility or obligations under AIFMD and/or its equivalent unless expressly agreed in writing in advance by C&W.

7.1 A potential conflict has been identified with the Property and the Client. The conflict is detailed below.

C&W have current involvement with the Properties in that they are the incumbent valuers to the Company and provide quarterly valuations for inclusion in the Company's accounts. C&W undertake various instructions in providing property advice to the Company. We therefore confirm that C&W have current, anticipated and previous recent involvement with the Properties. The advice includes regular valuations of the Properties for accounts purposes as well as ongoing agency, development and other advice in respect of the Properties.

Other than the above, C&W has had no additional previous, recent or current involvement with the Properties and C&W does not anticipate any future fee earning relationship with the Properties, or a party connected to the transaction. Therefore, C&W does not consider that any conflict arises in preparing the Valuation requested.

Accordingly, we confirm that: (i) we are not aware of any reason why we would not satisfy the requirements of Rule 29.3(a)(i) of the Code; and (ii) during the term of the Engagement, we shall not do anything that could reasonably be expected to cause us not to satisfy the requirements of Rule 29.3(a)(i) of the Code.

7.2 Regulated Purpose Valuation - Disclosures Required Under Provisions of PS 2.5 and UKNS VPS 3.

The proposed Valuation is a "**Regulated Purpose Valuation**" (as defined in RICS UK national supplement ("**UKNS**") UK VPS 3. Therefore, we make certain disclosures in connection with this valuation instruction and our relationship with you which we set out below and will include in our Valuation Report.

C&W Involvement in the Properties in the Previous 12 months

C&W confirms that the Properties do not include any interests which have been acquired by the Client within the 12 months preceding the Valuation Date and in respect of which C&W has either received an introductory fee or negotiated that purchase on behalf of the Client.

In accordance with the provisions of UKNS VPS 3.1, in terms of any future acquisitions, C&W would be unable to undertake a valuation of a property acquired by a C&W client within the twelve months preceding the Valuation Date if, in relation to that property, C&W received an introductory fee or negotiated the purchase on behalf of that client unless another firm, unconnected with C&W, has provided a valuation of that property for the client at the time of or since the transaction was agreed.

Time as Signatory

In accordance with PS 2.5 of the RICS Red Book and UKNS VPS 3, the Valuation Report will set out the length of time Sophia Sham MRICS has been the signatory to valuations provided to the Client for the same purpose as the Valuation Report.

C&W confirms that the period for which Sophia Sham will be the Responsible Valuer and signatory to the Report over the engagement period will not exceed 5 years.

C&W Relationship with the Client

In accordance with PS 2.5 of the RICS Red Book and UKNS VPS 3, the Valuation Report will set out the length of time C&W has continuously been carrying out that valuation instruction for the Client, the extent and duration of C&W's relationship with the Client.

We confirm that the period for which C&W has been carrying out the valuation of the Property for the same Valuation Purpose for the Client does not exceed 10 years or will not exceed 10 years at the completion of the engagement.

Fee income from the Client

The Valuation Report will set out the proportion of C&W's total fee income made up by the fees payable by the Client (to the nearest five percentage points).

C&W must seek to ensure there will be no potential conflicts of interest arising not only from C&W's involvement with the Properties and with the Client but also any related parties to the Client. Accordingly, the Client must advise C&W of any relevant parties connect to the Client's organisation.

Rotation Policy

In accordance with PS 2 5 of the RICS Red Book, C&W confirm our policy on rotation of the valuer accepting responsibility for Regulated Purpose Valuations and a statement of the quality control procedures that C&W has in place, as follows:

C&W operates internal quality control procedures throughout its valuation practice. This includes monitoring the length of time C&W have been undertaking the valuation for the Client and how long the Responsible Valuer has been a signatory to the Report to ensure compliance with the RICS Red Book. C&W also have a system whereby the valuation of property meeting certain criteria requires the approval of an internal Value Committee.

Where C&W have been valuing the properties for the same regulated purpose for more than 10 years or where the Responsible Valuer has been signatory to the Valuation Report of the property for the Client for more than 5 years, UKNS VPS 3 Transitional to valuer and firm rotational rules apply.

“The transition period for implementation of the rotation policy is 1 May 2024 up to and including 30 April 2026. During this period responsible valuers and valuation firms may undertake the valuation of an asset that would otherwise be in breach of the requirements in UKNS VPS 3.3 paragraphs 3 and 4 where they are under an existing engagement to do so, or where this is necessary to allow the client to organise an orderly transfer to a new responsible valuer or valuation firm.”

Client Party Linked Benefits

You have confirmed that client parties do not receive a direct fee or benefit as a result of the valuation instruction and performance against indices or benchmarks.

C&W will require these disclosures to be made in any published references to the Valuation Report.

8 Fees and Expenses

C&W's Fee for undertaking the Services is £125,000.

The Fee excludes VAT which will also be payable pursuant to Clause 3 of the Terms of Business.

The Fee includes the provision of the copies of the Valuation Report referred to under 'Scope of Services'. Where additional hard copies are required, a charge may be made reflecting the time spent and costs incurred.

C&W's invoice will be addressed to the Client. If C&W is requested to re-address an invoice after it has been issued, C&W reserves the right to make an administrative charge.

Invoices for Fees and, where appropriate, expenses shall be issued upon completion of the Valuation Report.

Where C&W undertakes to read reports prepared by third parties as part of the Engagement (such as Reports on Title or Structural Surveys), if these reports are provided some time after C&W has submitted the Valuation Report, and C&W is required to review and/or change the Valuation and/or advice in the light of the contents of any such reports, C&W reserves the right to charge an additional fee appropriate in relation to the time involved.

In the event that C&W agrees to re-address the Valuation Report to another party or other parties or permit reliance upon it by another party or other parties, C&W reserves the right to charge additional fees appropriate to the additional work involved and any extension of C&W's liability.

C&W's Fees and expenses shall be payable whether or not the transaction proceeds or the loan is drawn down, and in the event that instructions are withdrawn, the Fee or a proportion of it will be payable in accordance with Clause 12.4 of the Terms of Business.

Should the Property Schedule at Appendix 1 change so materially and/or substantially over time to that envisaged at the start of the Engagement, the parties agree to discuss with one another in good faith what reasonable adjustments may be required to the Fees and how Fees are charged.

9 Inclusion in the Transaction Documentation

The Valuation Report is required for inclusion in:

- the Scheme Document in connection with, among other things, the Proposed Transaction; and
- the Code Documentation (and any supplementary Code Documentation) in connection with the Proposed Transaction.

C&W will provide a final copy of the Valuation Report to be incorporated into:

- the Scheme Document in connection with, among other things, the Proposed Transaction; and
- the Code Documentation (and any supplementary Code Documentation) in connection with the Proposed Transaction.

together in each case with a consent letter addressed to each of the Addressees (in the form set out in Part A of Appendix 2) (the "Consent Letter") by which C&W consents to:

- the inclusion of the Valuation Report within the Scheme Document and in the Code Documentation (and any supplementary Code Documentation) in the form and context in which it is included in each Transaction Document;
- the Valuation Report being published on any websites as required pursuant to the Code;

provided that: (i) C&W has first approved the form in which the Valuation Report is to appear within the the Scheme Document (and any supplementary circular) and in the Code Documentation (and any supplementary Code Documentation); and (ii) the consent letter is factually correct.

In addition upon:

1. the date of publication of the Scheme Document and the date of publication of the Code Documentation, to the extent that the Valuation Report is dated prior to the date of publication of any such document;
2. the date of publication of any Scheme Document or any supplementary Code Documentation,

C&W will deliver a letter to the Addressees in the form set out in Part B of Appendix 2 (the "Bringdown Letter") and address it to the Addressees and any person who we have allowed to rely on the Valuation Report for the Purpose of the Valuation (excluding members of the general public). The Company will confirm to us the dates on which the events set out in 1 and 2 (where applicable) will occur.

C&W will include the following confirmations in the Valuation Report in compliance with the requirements of the Code:

1. "For the purposes of Rule 29.5 of the Code there is no material difference between the values stated in this Valuation Report and the values that would be stated were the Valuation Date the date of 2 April 2025."
2. "C&W has given and has not withdrawn its consent to the inclusion of this Valuation Report in the Scheme Document published by Care REIT plc dated 2 April 2025 in the form and context in which it is included."
3. "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 Report complies with the Code. We authorise its content for the purposes of Rule 29 of the Takeover Code."

If C&W is unable to make such a statement(s), C&W shall produce a valuation report with an effective valuation date as at the date of the Code Documentation.

10 Special and Additional Terms

10.1 Use of Valuation Report

The Valuation Report may be used only for the Purpose of Valuation referred to in item (b) of 'Client Instructions' in this Services Schedule.

10.2 Areas

Where C&W measures and calculates the floor areas, measurement will be in accordance with the current edition of the RICS Professional Statement RICS Property Measurement.

The areas C&W report will be appropriate for the Purpose of the Valuation but should not be relied upon for any other purpose.

10.3 Group of Properties / Lotting

Unless C&W has confirmed otherwise in this Services Schedule, each property will be valued individually; in the case of a portfolio, C&W will assume that each of the properties would be marketed in an orderly way and not placed on the market at the same time.

10.4 Limitations

The Client should be made aware of the following limitations (the “**Limitations**”):

10.5 Limitation of Liability

The cap on C&W's liability in Clause 11.3 of the Terms of Business shall not apply to the Valuation.

Subject to any liability that cannot be limited or excluded pursuant to the purposes set out in section 9 above, C&W's total aggregate liability arising under or in connection with this Engagement or any breach or non-performance no matter how fundamental (including by reason of negligence or breach of statutory duty) in contract, tort or otherwise, to the Client and the Addressees shall be limited in all circumstances to a sum not exceeding the lesser of £25,000,000 or 25% of the Market Value of the Properties.

Where more than one value basis is adopted, the Market Value of the Properties shall be the Market Value without Special Assumptions; or, if this basis is not included in the Valuation Report, the Value basis most similar to the Market Value without Special Assumptions.

Where the Services relate to more than one property, C&W's maximum liability in respect of an individual property shall be in the same proportion to the total aggregate liability as such individual property's reported value is to the aggregate reported value.

In the event C&W provides an update to the Valuation Report ("Update Report"), unless otherwise set out in the terms governing the Update Report, the Update Report is subject to the same original instructions, assumptions, and limitations that apply to this Valuation Report. C&W's aggregate limit of liability set out in this Engagement shall apply in aggregate to this Valuation Report and to the Update Report.

10.6 Disclosure

The Valuation is based on the Limitations. On this basis, publication or disclosure of the Valuation Report or advice provided under these Services is prohibited.

Clause 8 of the Terms of Business states that the provision of the services is for the Client's benefit only. For the avoidance of doubt, the provision of services is also for the benefit of Jefferies International Limited and the references to the “Client” in Clause 8.2 of the Terms of Business shall also include Jefferies International Limited. If C&W is subsequently asked to extend responsibility to other parties, then there will be an additional fee payable, to be agreed, to cover C&W's additional time costs, indemnity and insurance liabilities subject to a minimum of £500, plus VAT.

For the avoidance of doubt and notwithstanding the foregoing, our approval is not required for publication and/or disclosure of this Valuation Report which is (i) in the Scheme Document (ii) made by the Company

or Jefferies International Limited on a non-reliance and information only basis, to their respective employees, subsidiaries and/or professional advisers in connection with the Purpose of Valuation and/or (iii) required by applicable law, regulation or the rules of any stock exchange or the Takeover Code. We acknowledge that the Valuation Report will be available for inspection and published on a website by the Company and Bidco in accordance with the Takeover Code.

10.7 Age of Building

If C&W states the age of a building in the Valuation Report, this will be an estimate and for guidance only.

10.8 Condition of Structure, Foundations, Soil & Services

It is a condition of C&W or any related entity, or any qualified employee, providing advice and opinions as to value, that the Client and/or third parties (whether notified to C&W or not) accept that the Valuation Report in no way relates to, or gives warranties as to, the condition of the structure, foundations, soil and services.

10.9 Plant & Machinery

No allowance will be made by C&W for any items of plant or machinery not forming part of the service installations of the building(s). C&W will specifically exclude all items of plant, machinery and equipment installed wholly or primarily in connection with any of the occupants' businesses. C&W will also exclude furniture and furnishings, fixtures, fittings, vehicles, stock and loose tools, except where such items would ordinarily transfer to a prospective purchaser in the sale of a trading business as a going concern.

10.10 Goodwill

No account will be taken by C&W in the Valuation of any business goodwill that may arise from the present occupation of the Properties, except where such business goodwill (excluding any personal goodwill) would ordinarily transfer to a prospective purchaser in the sale of a trading business as a going concern.

10.11 Statutory Requirements & Planning

Please note the fact that employees of town planning departments now always give information on the basis that it should not be relied upon and that formal searches should be made if more certain information is required. Where a Client needs to rely upon the information given about town planning matters, the Client's legal advisers must be instructed to institute such formal searches. C&W recommends that the Client requests C&W to review its comments and Valuation in light of any resultant findings.

10.12 Defective Premises Act 1972

No allowance will be made by C&W for rights, obligations or liabilities arising under the Defective Premises Act 1972.

10.13 Legal Issues

Legal issues, and in particular the interpretation of matters relating to title and leases, may have a significant bearing on the value of an interest in property. No responsibility or liability will be accepted by C&W for the true interpretation of the legal position of the Client or any other parties in respect of the

Valuation. Where C&W expresses an opinion on legal issues affecting the Valuation, then such opinion is subject to verification by the Client with a suitable qualified legal adviser.

10.14 Deduction of Notional Purchaser's Costs

The opinion of value which C&W will attribute to the Properties will be the figure C&W considers would appear in a contract for sale, subject to the appropriate assumptions for the Basis of Value reported. Costs associated with the transaction, including any taxes, legal fees and other expenses, would be payable by the purchaser in addition to the figure reported.

Furthermore, the Client's attention is drawn to the fact that when assessing Market Value, for balance sheet purposes, C&W will not include directly attributable acquisition or disposal costs in the Valuation. Where C&W is requested to reflect these costs, they will be stated separately.

10.15 Taxation & Disposal Costs

No adjustment will be made by C&W to reflect any liability to taxation that may arise on disposal, or development of the Properties nor for any costs associated with disposal incurred by the owner. Furthermore, no allowance will be made by C&W to reflect any liability to repay any government or other grants, taxation allowance or lottery funding that may arise on disposal.

C&W's valuation figure for the Properties will be that receivable by a willing seller excluding VAT, if applicable.

10.16 Monitoring

The compliance of the valuations undertaken in accordance with the RICS Red Book may be subject to monitoring by the RICS under its conduct and disciplinary regulations.

10.17 Valuation Components

The components of C&W's valuation calculations (such as future rental values, cost allowances, or void periods) may only be appropriate as part of the valuation calculations and should not be taken as a forecast or prediction of a future outcome. The Client should not rely on any component of the valuation calculations for any other purpose.

10.18 Trade Related Property

Valuation Practice Guidance Application 4 (VPGA 4) of the RICS Red Book sets out examples of properties that are normally bought and sold on the basis of their trading potential. The essential characteristics of such a property is that it has been designed or adapted for a specific use and the value of that property reflects its trading potential. VPGA 4 relates only to the valuation of an individual property that is valued on the basis of trading potential. Where C&W is instructed to value a trade related property or business, C&W will apply the principles of VPGA 4 unless explicitly instructed to do otherwise and confirmed as appropriate in the Valuation Report.

The valuation approach for a trade related property as a fully equipped operational entity necessarily requires an Assumption that on the sale or letting of the property the trade inventory, licences etc required to continue trading are available. C&W's valuation is provided on this basis unless agreed to the contrary and referred to as appropriate within our Valuation Report.

11 Assumptions

The RICS Red Book contains a glossary that defines various terms used in the RICS Red Book that have a special or restricted meaning. One such term is an assumption which is defined as "A supposition taken to be true" ("Assumption"). Accordingly in this context, C&W will make certain Assumptions in relation to facts, conditions or situations affecting the subject of, or approach to, the Valuation that C&W will not verify as part of the valuation process but rather, in accordance with the definition in the RICS Red Book, will treat as true because it is agreed that specific investigation by C&W is not required. In the event that any of these Assumptions prove to be incorrect then the Valuation will need to be reviewed.

11.1 Confirmation of Assumptions

The Client's counter-signature of the Engagement Letter represents confirmation that all of the Assumptions, referenced within the Assumptions section, are correct.

The Client must promptly notify C&W in writing if any of the Assumptions are incorrect. Should any amendment to the Assumptions set out in the Services Schedule result in an increase in the scope of the Engagement this may result in an appropriate increase in C&W's Fees and expenses due under the Engagement.

11.2 Areas

Where C&W is provided with floor areas, C&W will make an Assumption that the areas have been measured and calculated in accordance with the current edition of RICS Professional Statement RICS Property Measurement.

11.3 Tenancies and Leasing

C&W's opinion of the Market Value or Fair Value will be subject to existing leases of which the Client or its advisors have made C&W aware but otherwise will reflect an Assumption of vacant possession. Where C&W has undertaken to read the leases and related documents provided to it, C&W will make an Assumption that copies of all relevant documents will be sent to C&W and that they are complete and up to date.

Where C&W relies on tenancy and lease information provided to it, unless such information reveals otherwise, C&W will make the Assumption that all occupational leases are on full repairing and insuring terms, with no unusual or onerous provisions or covenants that would affect value.

C&W will make an Assumption that vacant possession can be given of all accommodation which is unlet or occupied by the entity or its employees on service tenancies. C&W will not take account of any leases between subsidiaries unless C&W states otherwise in the Services Schedule.

C&W will not undertake investigations into the financial strength of any tenants unless otherwise referred to in the Valuation Report. Unless C&W has become aware by general knowledge, or has been specifically advised to the contrary, C&W will make an Assumption that:

- a. where Properties are occupied under leases then the tenants are financially in a position to meet their obligations, and
- b. there are no material arrears of rent or service charges, breaches of covenant, current or anticipated tenant disputes.

However, the Valuation will reflect a potential purchaser's likely opinion of the credit worthiness of the type of tenants actually in occupation or responsible for meeting lease commitments, or likely to be in occupation.

C&W will take into account any information the Client or its advisors provide concerning tenants' improvements. Otherwise, if the extent of tenants' alterations or improvements cannot be confirmed, C&W will make an Assumption that the Properties were let with all alterations and improvements evident during C&W's inspection (or, in the case of a Valuation without internal inspection, as described within the information provided by the Client).

C&W will also make an Assumption that wherever rent reviews or lease renewals are pending or impending, with anticipated reversionary changes, all notices have been served validly within the appropriate time limits.

11.4 Environmental Matters

If C&W's enquiries or any reports supplied to C&W indicate the existence of environmental problems without providing method statements and costings for remedial works, then C&W may not be able to issue a Valuation Report except on the Special Assumption that the Properties are assumed NOT to be affected by such environmental matters. In certain circumstances, the making of such a Special Assumption may be unrealistic and may be a Departure from the requirements of the RICS Red Book. In these circumstances, the Valuation Report may include a recommendation that an investigation should be undertaken to quantify the costs and that subsequently the Valuation should be reviewed.

Where C&W's enquiries lead C&W to believe that the Properties are unaffected by contamination or other adverse environmental problems, including but not limited to the risk of flooding, mining or quarrying, radon gas, and the proximity of high voltage electrical equipment then, unless the Client instructs C&W otherwise, the Valuation will be based on an Assumption that no contamination or other adverse environmental matters exist in relation to the Properties sufficient to affect value.

If the Properties lie within or close to a flood plain, or have a history of flooding, C&W will make the Assumption that building insurance is in place and available to be renewed to the current or any subsequent owner of the Properties, without payment of an excessive premium or excess.

In the absence of any information to the contrary, C&W will make the assumption that invasive species such as Japanese Knotweed are not present at the Properties.

High voltage overhead power cables and pylons may be located within or in close proximity of the Properties. The possible effects of electromagnetic fields have been the subject of media coverage. The National Radiological Protection Board (NRPB), has advised that there may be a risk in specified circumstances to the health of certain categories of people. Public perception may, therefore, affect marketability and future value of the Properties. Unless we determine otherwise, C&W will make an Assumption that there is no material impact resulting from the presence of high voltage overhead power cables and pylons at the Properties.

Depending on the nature of the investigations made and the information revealed, the Valuation Report may include a statement that, in practice, a purchaser might undertake further investigations and that if these revealed contamination or other adverse environmental problems, then this might reduce the value reported.

11.5 Sustainability – Environmental, Social and Governance (ESG) factors

Where C&W is provided with third party assessments and reports relating to sustainability and energy/environmental performance, C&W will rely on such assessments and reports and will not critically evaluate them or make separate enquiries.

Where C&W's enquiries establish that a Property does not comply with MEES, C&W will request information on costs to achieve compliance. Where cost figures are provided, we will assume that they have been prepared by suitably qualified professional advisers. Unless specifically instructed to the

contrary in writing, C&W will rely on such figures and information and the Client should make this fact known to such advisers.

Where C&W's enquiries establish that a Property does not comply with MEES but information on costs to achieve compliance is not provided, then C&W may not be able to issue a Valuation Report except on the Special Assumption that the Property is assumed to be compliant or exempt. In certain circumstances, the making of such a Special Assumption may be unrealistic and may be a Departure from the requirements of the RICS Red Book. In these circumstances, the Valuation Report may include a recommendation that an investigation should be undertaken to quantify the costs and that subsequently the Valuation should be reviewed.

Where a Property is to be developed, is in the course of development, requires repair/refurbishment or is a recently completed development, C&W will assume that any projected environmental assessment or rating, such as EPC, BREEAM, LEED, WELL or other, is achieved. C&W will not undertake verification of whether the proposed development works will be sufficient to meet any such rating, and will instead rely on third party assessments provided by a suitably qualified consultant.

11.6 Mineral Rights

C&W will make an Assumption that any mineral rights are excluded from the Properties.

11.7 Title

Save as disclosed either in any Certificate of Title or unless specifically advised to the contrary by the Client or its legal advisers and as referred to in the Valuation Report, C&W will make the Assumption that there is good and marketable title in all cases and that the Properties are free from rights of way or easements, restrictive covenants, disputes or onerous or unusual outgoing. C&W will also make an assumption that the Properties are free from mortgages, charges or other encumbrances.

If verification of the accuracy of any site plans contained in the Valuation Report is required, the matter must be referred to the Client's legal advisers.

C&W will make the Assumption that roads and sewers serving the Properties have been adopted and that the Properties have all necessary rights of access over common estate roads, paths, corridors and stairways, and rights to use common parking areas, loading areas and other facilities.

11.8 Condition of Structure and Services, Deleterious Materials and Ground Conditions

Due regard will be paid by C&W to the apparent general state of repair and condition of the Properties, but a condition or structural survey will not be undertaken, nor will woodwork or other parts of the structure which are covered, unexposed or inaccessible, be inspected. Therefore, C&W will be unable to report that the Properties are structurally sound or are free from any defects. C&W will make an Assumption that the Properties are free from any rot, infestation, adverse toxic chemical treatments, and structural, design or any other defects other than such as may be mentioned in the Valuation Report.

The current versions of the BRE publication *"List of excluded materials – a change in practice"* and British Council for Offices publication *"Good Practice in the Selection of Construction Materials"* make recommendations for good building practice and whether construction materials are considered to be deleterious, hazardous or harmful ("**Prohibited Materials**"). Please note that Reinforced Autoclaved Aerated Concrete (RAAC), is a Prohibited Material. C&W will not arrange for investigations to be made to determine whether any Prohibited Materials have been used in the construction or any alterations of the Properties. C&W will not be able to confirm that the Properties are free from risk to health and safety or the fitness for purpose (suitability and durability) of any construction works, nor will C&W be able to confirm that the nature or application of any materials do not contravene any relevant British Standard

or EU equivalent. For the purposes of the Valuation, C&W will make an Assumption that the Properties have been constructed in accordance with good building practice and any investigation of the Properties by a Chartered Building Surveyor would not reveal the presence of Prohibited Materials in any adverse condition.

C&W will not carry out an asbestos inspection and will not act as an asbestos inspector in completing the valuation inspection of Properties that may fall within the Control of the Asbestos at Work Regulations 2012. C&W will not make an enquiry of the duty holder (as defined in the Control of Asbestos at Work Regulations 2012), of an existence of an Asbestos Register or of any plan for the management of asbestos to be made. Where relevant, C&W will make an Assumption that there is a duty holder, as defined in the Control of Asbestos at Work Regulations 2012 and that a Register of Asbestos and Effective Management Plan is in place, which does not require any immediate expenditure, or pose a significant risk to health, or breach the HSE regulations. C&W recommends that such enquiries be undertaken by the Client's legal advisers during normal pre-contract or pre-loan enquiries.

C&W will consider any existing reports or documents relating to the presence of Prohibited Materials besides asbestos providing that these are made available. C&W will offer an opinion as to the adequacy and scope of such documents or reports but will not be able to verify their findings or give specific advice as this falls outside our scope of expertise. Such tasks will fall within the remit of the Client appointed relevant specialists.

No mining, geological or other investigations will be undertaken by C&W to certify that the sites are free from any defect as to foundations. C&W will make an Assumption that all buildings have been constructed having appropriate regard to existing ground conditions or that these would have no unusual or adverse effect on building costs, property values or viability of any development or existing buildings.

C&W will make the Assumptions that there are no services on, or crossing the site in a position which would inhibit development or make it unduly expensive, and that the site has no archaeological significance, which might adversely affect the present or future occupation, development or value of the Properties.

No tests will be carried out by C&W as to electrical, electronic, heating, plant and machinery equipment or any other services nor will the drains be tested. However, C&W will make an Assumption that all building services (including, but not limited to lifts, electrical, electronic, gas, plumbing, heating, drainage, sprinklers, ventilation, air conditioning and security systems) and property services (such as incoming mains, waste, drains, utility supplies etc.) are in good working order and without any defect whatsoever.

11.9 Statutory Requirements and Planning

Save as disclosed in a Certificate of Title, or unless otherwise advised, C&W shall make the Assumption that all of the buildings have been constructed in full compliance with valid town planning and building regulations approvals and that where necessary, they have the benefit of current Fire Risk Assessments compliant with the requirements of the Regulatory Reform (Fire Safety) Order 2005. Similarly, C&W shall also make the Assumption that the Properties are not subject to any outstanding statutory notices as to construction, use or occupation and that all existing uses of the Properties are duly authorised or established and that no adverse planning conditions or restrictions apply.

C&W shall make the Assumption that the Properties comply with all relevant statutory requirements.

Where the Properties are trading entities C&W shall make the Assumption that all of the necessary licences, registrations and permits required for its ongoing operation are in place and valid unless expressly stated otherwise.

Energy Performance Certificates ("**EPC**") must be made available for all properties, when bought, let or sold, subject to certain exemptions.

In England and Wales the regulations prohibit the granting of a new tenancy or lease renewal of privately rented residential or business premises which do not have an EPC rating of 'E' or above. C&W will ask the Client or its advisors for information relating to the EPC ratings of the Properties or confirmation that the Properties are exempt from these requirements.

Information on EPCs will be reviewed to ascertain compliance with MEES regulations and appropriate adjustments to be made to the valuation to reflect the risks of non-compliance, using a RAG rating as follows:

• Green:

- A or B rating
- no EPC required due to the property being outside the scope of MEES, or
- no EPC required due to the property being exemption registered on the national PRS Exemptions Register, where no material expenditure will be required on expiry of the exemption.

(Registered exemptions last for only 5 years and any necessary works may need to be undertaken on expiry of the exemption; otherwise, another exemption would need to be secured – a current exemption is not risk-free.)

• Amber:

- C, D or E ratings
- no EPC currently required as no trigger event has occurred, but any future EPC expected to be at an A or B rating, or
- a registered exemption where only modest and viable expenditure is estimated on expiry of the exemption (or a new/continued exemption will need to be secured).

• Red:

- F or G rating
- registered exemption where material expenditure will be required on expiry of the exemption, or a new/continued exemption will need to be secured.
- no EPC currently required as no trigger event has occurred, but any future EPC expected to be at a C–G rating
- the likely rating is unknown, or
- a trigger event has occurred, but no EPC has been commissioned/an EPC has not been registered.

In Scotland, the Energy Performance of Non-Domestic Buildings (Scotland) Regulation 2016 (the "**Regulation**") requires that qualifying properties have an energy assessment completed and an action plan prepared prior to sale or leasing. If the Properties are not exempt from the requirements of the Regulation C&W shall make an Assumption that an energy assessment and action plan is made available, free of charge, to a purchaser of the interests which are the subject of the Valuation and that there is no capital expenditure required in order to comply with the requirements of the Regulation.

In any instance where C&W is to value Properties with the benefit of a recently granted planning consent, or on the Special Assumption that planning consent is granted, C&W will make an Assumption that it will not be challenged under Judicial Review. Such a challenge can be brought by anyone (even those with only a tenuous connection with the Properties, or the area in which they are located) within a period of three months of the granting of a planning consent. When a planning consent is granted subject to a Section 106 Agreement, the three-month period commences when the Section 106 Agreement is signed by all parties.

If a planning consent is subject to Judicial Review, the Client must inform C&W and request C&W to reconsider its opinion of value. Advice would be required from the Client's legal advisers and a town planner, to obtain their opinion of the potential outcomes of such a Judicial Review, which C&W will reflect in its reconsideration of value.

11.10 Information

Notwithstanding the Terms of Business, C&W will make an Assumption that the information provided by the Client and/or its professional advisers in respect of the Properties to be valued is both full and correct. C&W will make an Assumption that details of all matters relevant to value within their collective knowledge, including but not limited to matters such as prospective lettings, rent reviews, outstanding requirements under legislation and planning decisions, have been made available to it, and that such information is up to date.

If the Valuation is required for the purpose of purchase, loan security or other financial transaction, the Client accepts that full investigation of the legal title and any leases is the responsibility of its legal advisers.

Where comparable evidence is included in the Valuation Report, this information is often based on C&W's verbal enquiries and its accuracy cannot always be assured or may be subject to undertakings as to confidentiality. However, such information would only be referred to where C&W had reason to believe its general accuracy or where it was in accordance with expectation. It is unlikely that C&W will have inspected comparable properties.

Where C&W is provided with third party assessments and reports, if it transpires the information in such assessments and reports is not accurate then this may have a material impact on the Valuation reported.

11.11 Building Safety Act 2022

Notwithstanding the definition of Applicable Law in the Terms of Business, the parties acknowledge that at the date of this Engagement, the status of the Building Safety Act 2022 ("BSA") is that of an enabling Act. The secondary legislation, including (without limitation) any relevant statutory instruments, regulations, directions, orders and/or associated guidance or rules (whether by act of government or any regulatory body), under or in connection with the BSA has not been enacted. To the fullest extent legally permissible, C&W does not assume any responsibility or liability for compliance with any obligations that may arise under or in connection with the BSA, including but not limited to any delays in or impacts on, C&W service delivery as a result of the same. Any such responsibility or liability shall remain wholly with the Client.

11.12 Trade Related Property

The valuation approach for a trade related property as a fully equipped operational entity necessarily requires an Assumption that on the sale or letting of the Properties, the trade inventory, licences etc required to continue trading are available. C&W's valuation will be provided on this basis unless agreed to the contrary and referred to as appropriate within our Valuation Report.

12 Information requested from Client

Please provide the following information:

Any available sustainability information on the Properties, as listed in Appendix 2.

13 Terms of Business

The Terms of Business are amended as follows as agreed between the parties:

- Clause 6.3 – the words “two (2) years” are deleted and replaced with “seven (7) years”.
- Clause 8.4 – is deleted.
- Clause 10.6 – is amended such that the following words are added at the start of the clause:
“Save where otherwise permitted or specified within the Engagement terms”.
- Clause 12.1 – is deleted.
- Clause 21.1 - is deleted.
- Clause 21.2 – is deleted.

Appendix 1 - Property Schedule

The scope of this Engagement will further extend or reduce, to any additional Properties acquired or disposed of by the Client, where the parties both agree that such Properties should, or should no longer, fall into scope, at a later point in time over the term of the contract. Upon each and every such amendment, the parties will agree an updated Appendix 1 – Property Schedule in writing, appending a copy of these Engagement terms in the process, to create a contemporaneous record of the Properties covered as part of the Engagement as a whole.

PROPERTY	INTEREST	PROPERTY TYPE
Abbeywell	Freehold	Care home
Amberley	Freehold	Care home
Ancliffe	Freehold	Care home
Ashgrove	Freehold	Care home
Astbury Lodge	Freehold	Care home
Attlee	Freehold	Care home
Broadgate	Freehold	Care home
Croftwood	Freehold	Care home
Crossways	Freehold	Care home
Diamond	Freehold	Care home
Duncote Hall	Freehold	Care home
Duncote The Lakes	Freehold	Care home
Elm House	Freehold	Care home
Emmanuel	Freehold	Care home
Falcon	Freehold	Care home
Florence Grogan	Freehold	Care home
Freeland	Freehold	Care home
Garswood	Freehold	Care home
Gleavewood	Freehold	Care home
Golborne	Freehold	Care home
Grays Court	Freehold	Care home
Greenacres	Freehold	Care home
Hamshaw	Freehold	Care home
Hourigan	Freehold	Care home
Ideal	Freehold	Care home
Ingersley Court	Freehold	Care home
Karam	Freehold	Care home
Lakelands	Freehold	Care home

Leycester House	Freehold	Care home
Littleport	Freehold	Care home
Loxley	Freehold	Care home
Lyndhurst	Freehold	Care home
Meadows & Haywain	Freehold	Care home
Mowbray	Freehold	Care home
New Milton House	Freehold	Care home
Parklands	Freehold	Care home
Saffron	Freehold	Care home
Sovereign	Freehold	Care home
The Cedars	Freehold	Care home
The Elms	Freehold	Care home
The Hawthorns	Freehold	Care home
The Laurels	Freehold	Care home
Thorley	Freehold	Care home
Three Elms	Freehold	Care home
Turnpike Court	Freehold	Care home
Waterside	Freehold	Care home
Wealstone	Freehold	Care home
Westhaven	Freehold	Care home
Whetstone Hey	Freehold	Care home
Woodlands	Freehold	Care home
Wordsley	Freehold	Care home
Craigend	Heritable	Care home
Rydal	Freehold	Care home
Parkville	Freehold	Care home
Fairview	Freehold	Care home
Roseville	Freehold	Care home
Carnbroe	Heritable	Care home
Grenville Court	Freehold	Care home
Sovereign Lodge	Freehold	Care home
Sovereign Court	Freehold	Care home
The Grove & Courtyard	Freehold	Care home
Derwent	Freehold	Care home
Sandbanks	Freehold	Care home

Croftbank	Heritable	Care home
Rosepark	Heritable	Care home
Briardene	Freehold	Care home
Holly Lodge	Freehold	Care home
Yew Tree	Freehold	Care home
Belmont	Freehold	Care home
Park springs	Heritable	Care home
Thorntree Mews Nursing Home	Heritable	Care home
Wallace View	Heritable	Care home
Kingston Court	Freehold	Care home
Riever House KC	Long Leasehold	NHS facility
Surgical Unit KC	Long Leasehold	NHS facility
Birchlands	Freehold	Care home
Old Prebendal	Freehold	Care home
Barham	Freehold	Care home
Baylham	Freehold	Care home
Holmesley	Freehold	Care home
Argentum Lodge	Freehold	Care home
Redhill	Freehold	Care home
Croft House	Freehold	Care home
Heeley Bank	Freehold	Care home
Howgate House	Freehold	Care home
Manor Park	Freehold	Care home
The Beeches	Freehold	Care home
Laurel Bank	Freehold	Care home
Willow Bank	Freehold	Care home
Hartlepool	Freehold	Care home
Almond Court	Heritable	Care home
Almond View	Heritable	Care home
Bankview & Day Care	Heritable	Care home
Beechwood	Heritable	Care home
Craigielea	Heritable	Care home
Granholtm	Heritable	Care home
Heatherfield	Heritable	Care home
Larkfield	Heritable	Care home

Three Towns	Heritable	Care home
St Peters	Freehold	Care home
Blackwell Vale	Freehold	Care home
Mavern House	Freehold	Care home
Cedarhurst Lodge	Long Leasehold	Care home
Edgewater Lodge	Long Leasehold	Care home
Saintfield Lodge	Long Leasehold	Care home
Oasis Development Site	Freehold	Care home (site)
Carlton Hall	Freehold	Care home
Springhill	Heritable	Care home
Hillcrest House	Freehold	Care home
Abingdon Manor	Long Leasehold	Care home
Larne Care Centre	Long Leasehold	Care home
Raleigh Mead	Freehold	Care home
Minehead	Freehold	Care home
East Street	Freehold	Care home
Baily House	Freehold	Care home
Woodleigh Care Home	Freehold	Care home
Baillieston Care Home	Heritable	Care home
Cardonald Care Home	Heritable	Care home
Stobhill Care Home	Heritable	Care home
Madeira	Freehold	Care home
Wombwell	Freehold	Care home
Methven House	Heritable	Care home
Walton House	Heritable	Care home
Roselea House	Heritable	Care home
Camilla House	Heritable	Care home
Alexander House	Heritable	Care home
Fernlea House	Heritable	Care home
Craigie House	Heritable	Care home
Finavon Court	Heritable	Care home
Lomond View	Heritable	Care home
Preston House	Heritable	Care home
Barrogil House	Heritable	Care home
Willow House	Heritable	Care home

Corbrook Park	Freehold	Care home
Isle Court	Freehold	Care home
Morris Care Centre	Freehold	Care home
Oldbury Grange	Freehold	Care home
Radbroke	Freehold	Care home
Stretton Hall	Freehold	Care home

Appendix 2 - Property Information Request Form: Sustainability

The Red Book requires us to request the following information, which may or may not be available. Please supply such information as you are able and note that we will rely on the information provided without verification.

Some of the information requested may be contained in Contamination/Environmental Reports and Building Surveys.

Building Structure and Operational Efficiency Measures

- Age, structure and materials (eg concrete frame, steel frame etc)
 - % of material certified for its sustainable qualities
- Climate risk assessment and mitigation measures? (eg measures against flooding)
- Energy efficiency/sustainability features eg:
 - Energy: Heating source, passive design (including thermal shading and insulation), Automatic Meter Readers (AMR), tenant controls, energy efficient M&E including LED lighting.
 - Water: Smart systems with AMR, tenant controls, water capture/recycling/saving, high efficiency appliances.
 - Building Management System (BMS)
 - Waste: sustainable management/composting/recycling.
 - On-site renewable energy generation: (eg solar panels, heat pumps, biomass, wind turbine.)
 - % of primary/final energy demand met by renewable energy produced onsite.
 - Installation date, system size kWp (kilowatt peak power), kWh pa (Kilowatt hours pa).
 - If income producing: annual gross/net income and PPA etc / Grid income terms.
 - EV charging installations: type and number of chargers, date of installation, annual gross/net rent/income. Plans for further installations (numbers and timing).

Health & Wellbeing Facilities (including community facilities and biophilia):

- Connectivity: eg IT, utilities and transport (roads, public transport, mass transit services and frequency, micro-transport, walkability, including end of journey facilities).
- Occupier comfort features/issues: eg quality of natural light and air, temperature control, noise reduction, security, access to services, users with disabilities, tenant amenities such as showers/gym/green areas/break out spaces/wellness and faith spaces.
- Community engagement and amenities.
- Biodiversity: eg, green / brown roof / living walls, urban green infrastructure / hives / planting etc.

Tenant Occupation of the Asset

- If leased, details of green lease clauses including:
 - provisions for data sharing on energy consumption (eg water consumption, air quality, energy use – electricity/gas, CO2 emissions).

Consumption and Emissions Data

- Operational and base building resource usage data (energy, water, waste) verified by a qualified third party. Including:

- Primary and final energy consumption kWh/m²/year
- Energy Use Intensity: kWh/m².
- Scope 1,2 & 3 CO₂e emissions kgCO₂e/m²/year, as relevant.

Certifications/Compliance

- EPC/other energy ratings: grade, dates, and details of any exemptions.
- National-Level and Voluntary certifications / benchmarks (*relating to the base building, operation and portfolio, if relevant*), eg CRREM Assessment, BREEAM New-Construction/In-Use, NABERS Design for performance/Energy for Office, WELL, CycleScore, GRESB (portfolio level)) stating:
 - Certification title, grade and date. Stranding date for CRREM.
 - Main features driving the grading.
- Compliance with regulatory frameworks (eg EU Taxonomy, SFDR, SDR, NZEB)

Sustainable Asset Management

- Efficiency/other measures implemented since the last energy rating assessment/certification.
- Details of asset or estate management plans for the improvement of the sustainability credentials, including details of and costings for any works planned or required to meet market or regulatory needs that will impact the building's energy/environmental performance.

Scope 1 emissions are the direct emissions from operation of the building and occupier businesses. Scope 2 emissions are the indirect emissions from the generation of purchased energy. Scope 3 emissions are all indirect emissions, not included in Scope 2, that occur in the value chain (eg suppliers).

Appendix 3 - Definitions Schedule

Trade Related Property:

Valuation Practice Guidance Application 4	VPGA4 defines certain terms in accordance with the valuation of trade related property. The definitions are referred to below:
Adjusted Net Profit	This is the valuer's assessment of the actual net profit of a currently trading operational entity. It is the net profit that is shown from the accounts once adjustments for abnormal and non-recurring expenditure, finance costs and depreciation relating to the Properties themselves, as well as rent where appropriate, have been made. It relates to the existing operational entity and gives the valuer guidance when assessing the fair maintainable operating profit (FMOP).
Earnings before interest, taxes, depreciation and amortisation (EBITDA)	This term relates to the actual operating entity and may be different from the valuer's estimated FMOP.
Fair maintainable operating profit (FMOP)	This is the level of profit, stated prior to depreciation and finance costs relating to the asset itself (and rent if leasehold), that the reasonably efficient operator (REO) would expect to derive from the fair maintainable turnover (FMT) based on an assessment of the market's perception of the potential earnings of the Properties. It should reflect all costs and outgoings of the REO, as well as an appropriate annual allowance for periodic expenditure, such as decoration, refurbishment and renewal of the trade inventory.
Fair maintainable turnover (FMT)	This is the level of trade than a REO would expect to achieve on the assumption that the Properties are properly equipped, repaired, maintained and decorated.
Market Rent	This is the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. Whenever market rent is provided the 'appropriate lease terms' that it reflects should also be stated.
Market Value	This is 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.
Operational entity	<p>An operational entity usually includes:</p> <ul style="list-style-type: none"> the legal interest in the land and buildings the trade inventory, usually comprising all trade fixtures, fittings, furnishings and equipment, and the market's perception of the trading potential, together with an assumed ability to obtain/renew existing licences, consents, certificates and permits. <p>Consumables and stock in trade are normally excluded.</p>

Personal goodwill (of the current operator)	This is the value of profit generated over and above market expectations that would be extinguished upon sale of the trade related property, together with financial factors related specifically to the current operator of the business, such as taxation, depreciation policy, borrowing costs and the capital invested in the business.
Reasonably efficient operator (REO)	This is a concept where the valuer assumes that the market participants are competent operators, acting in an efficient manner, of a business conducted on the premises. It involves estimating the trading potential rather than adopting the actual level of trade under the existing ownership, and it excludes personal goodwill.
Tenant's capital	This may include, for example, all consumables, purchase of the inventory, stock and working capital.
Trade related property	This is any type of real property designed for a specific type of business where the property value reflects the trading potential for that business.
Trading potential	This is the future profit, in the context of a valuation of the Properties, which an REO would expect to be able to realise from occupation of the Properties. This could be above or below the recent trading history of the Properties. It reflects a range of factors (such as the location, design and character, level of adaptation and trading history of the Properties within the market conditions prevailing) that are inherent to the property asset.

Cushman & Wakefield Terms of Business (UK)

1. Client Engagement

- 1.1 The Client appoints C&W to provide services on these Terms of Business and the terms set out in the Engagement Letter. Each Engagement Letter forms a discrete contract incorporating the latest version of these Terms of Business that have been provided to the Client (together an/the **"Engagement"**).
- 1.2 The entire scope of the services to be provided as part of an Engagement (**"Services"**) is set out in the Engagement Letter. Nothing shall bind C&W to perform any role or function other than as is documented in the Engagement Letter.
- 1.3 The Client shall provide all necessary co-operation to enable each member of the C&W Group to discharge its obligations in respect of all Applicable Laws, particularly those pertaining to 'know your client', anti-money laundering and the prevention of other financial crimes, and data protection. Each of the Client and C&W agrees that it shall comply with all Applicable Laws in performing its obligations in relation to the Engagement.
- 1.4 C&W may sometimes require input from third parties to perform all or part of the Services. Where C&W intends to subcontract to a third party, C&W will seek the Client's prior consent, with such consent not to be unreasonably withheld, delayed or conditioned. The Client hereby consents to the use of other members of the C&W Group and C&W Affiliates to provide all or part of the Services, and no further notification need be given in relation to such use. C&W shall not be responsible for supervising or monitoring the performance of any third parties nor liable for their acts or omissions. Where C&W subcontracts, it shall be responsible for the actions or omissions of any subcontractor in its performance of any of the Services, except where C&W have appointed such party as agent on behalf of the Client.

2. Definitions and Interpretation

- 2.1 In an Engagement the following terms shall have the following meanings:

"Applicable Law" means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time;

"C&W" means the member of the C&W Group that is a party to the Engagement Letter;

"C&W Affiliate" means a third party licenced by a member of the C&W Group to trade using the C&W brand;

"C&W Group" means DTZ Worldwide Limited (company number 9073572) and any of its subsidiaries (within the meaning of section 1159 of the Companies Act 2006);

"C&W Materials" means all those materials owned by C&W and its licensors, and all Intellectual Property Rights owned by C&W and its licensors, whether before or after the date of the Engagement, but excluding the Service Materials;

"Claiming Party" shall have the meaning given to it in Clause 17.1.

"Client" means the addressee(s) of the Engagement Letter and excludes any third party who pays or may be responsible for paying any part of the Fees;

"Client Materials" means all those materials owned by the Client and its licensors, and all Intellectual Property Rights owned by the Client and its licensors, but excluding the Service Materials;

"DAC 6" means the Council Directive 2011/16/EU (as the same has been amended from time to time);

"DAC 6 ARN" means the arrangement reference number issued under the DAC 6 regulations (specifically, regulation 8(4)) and any similar such reference number issued under DAC 6 regulations;

"DAC 6 Regulations" means any regulations, legislation or similar provisions issued in any EU Member State which give effect to the DAC 6, and including MDR.;

"Data" has the meaning given to it in Clause 7.2.;

"Data Protection Laws" means as applicable and binding on both parties:

- (a) the General Data Protection Regulation (EU) 2016/679 (or "GDPR") and/or any corresponding or equivalent national laws or regulations;
- (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and/or any corresponding or equivalent national laws or regulations;
- (c) any laws or regulations implementing Directive 95/46/EC; and

any applicable laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws detailed in sub-paragraphs (a) to (c) above from time to time;

"Document" has the meaning given in Clause 8.1.

"Engagement Letter" means the letter issued by C&W to the Client and identified as the engagement letter, which shall set out particular Services to be provided by C&W together with other terms and conditions that shall form part of the Engagement. Where the context permits, documents cross referenced and/or attached to the Engagement Letter shall form part of it;

"Fees" means the amounts specified as payable in the Engagement Letter, or otherwise calculated in accordance with the Engagement Letter;

"Intellectual Property Rights" means patents, trade marks, design rights, applications for any of the foregoing, copyright, database rights, trade or business names, domain names, website addresses, whether registrable or otherwise, (including applications for and the right to apply for registration of any such rights), know how, methodologies, and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions;

"Intermediary" has the meaning given to that term in Schedule 2 of SI 2023/38 and Article 3(21) of the DAC 6;

"MDR" means Statutory Instrument 2023 No.38, The International Tax Enforcement (Disclosable Arrangements) Regulations 2023;

"Relief Event" means: (i) any delay or failure by the Client or a person acting on its behalf to perform any obligation of the Client under an Engagement; (ii) the failure of any assumption set out in the Engagement Letter; and (iii) any other event specified in the Engagement Letter;

"Reportable Cross Border Arrangement" has the meaning given to that term in Article 3(19) of the DAC 6.

"Reportable CRS or Opaque Offshore Structure Obligation" means the requirement to make a return under Schedule 2 of SI 2023/38;

"RICS" means the Royal Institution of Chartered Surveyors;

Cushman & Wakefield Terms of Business (UK)



"Reportable Information" has the meaning to that term in Article 8ab(14) of the DAC 6;

"Services" means the services to be provided to the Client by C&W as part of the Engagement, as specified in the Engagement Letter;

"Service Materials" means all those works, and all Intellectual Property Rights in works, that are created, provided, or which arise exclusively in the course of the provision of the Services to the Client;

"Terms of Business" means the terms set out in this document; and

"TIN" has the meaning given to that term in Part 1 s.2(4) of SI 2023/38 The International Tax Enforcement (Disclosable Arrangements) Regulations 2023; and

"Value Added Tax" means value added tax as provided for in the Value Added Taxes Act 1994 and subordinated legislation made under it, or any similar sales or turnover tax in any jurisdiction.

- 2.2 Unless the context otherwise requires or the contrary intention appears, any reference to an enactment includes that enactment as amended or replaced, together with any subordinate legislation made under that or any other applicable enactment; and any reference to an English legal term includes, in respect of any jurisdiction other than England, a reference to what most nearly approximates in that jurisdiction to the English legal term.
- 2.3 Other than for notices to be given, references to "written" or "in writing" include e-mail. The words "including" and "in particular" and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions. The words "subsidiary" and "holding company" have the meanings given in Section 1159 of the Companies Act 2006 (and Clause 2.2 shall not apply in relation to this sentence). The headings in these Terms of Business are for convenience only and do not affect their interpretation.

3. Fees, Expenses, and Payments

Fees

- 3.1 In consideration of the provision of the Services, the Client shall pay the Fees. The Fees, or the method of calculating them, shall be as set out in the Engagement Letter.
- 3.2 Fees stated shall be exclusive of Value Added Tax which, where applicable, shall be charged to the Client at the prevailing rate. The Client agrees to pay to C&W any Value Added Tax in relation to the provision of the Services provided that C&W has supplied a valid tax invoice as required by Applicable Law.
- 3.3 Where another member of the C&W Group or a C&W Affiliate provides all or part of the Services in accordance with Clause 1.4, the Client acknowledges and agrees that such other member of the C&W Group or C&W Affiliate may raise invoices for payment by the Client in accordance with the terms of this Engagement.

Expenses

- 3.4 The Engagement Letter sets out the extent to which the Client shall reimburse out of pocket expenses and disbursements properly incurred by or on behalf of C&W in the performance of the Services ("**Expenses**").
- 3.5 The Client shall reimburse all marketing costs which shall, where relevant, be handled as follows:
- (a) C&W will inform the Client of any marketing costs proposed to be incurred on its behalf. C&W will

provide cost estimates for any initial marketing campaign in the Engagement Letter, and further proposals if additional marketing is required;

- (b) cost estimates will be best estimates or based on actual quotations from suppliers. Final costs may differ from estimates provided. Advertising and printing rates provided will be from the publishers' rate cards current at the date of the marketing proposals. The Client shall pay any additional sum charged by the suppliers for the correction of mistakes in artwork or other advertising material not caused by the suppliers. The individual printer or supplier's terms will apply to all Client work placed with it. All costs are gross and C&W will retain the usual trade discounts offered by newspapers, periodicals or other media suppliers;
- (c) the Client shall instruct all suppliers directly. In the event that C&W agrees to instruct any such supplier, C&W may require advance payment of anticipated costs to be incurred on the Client's behalf. Where the sum paid on account exceeds the actual costs incurred, such excess shall be repaid to the Client without interest once all invoices and accounts have been finalised and settled. Where the marketing costs exceed the sum paid, the Client shall pay the amount of any difference to C&W immediately on request; and
- (d) the Client shall reimburse all marketing costs incurred on its behalf as and when the costs are incurred, irrespective of completion of the transaction to which the Services relate.

Payment

- 3.6 C&W's invoices are payable, within fourteen (14) days from the date of each invoice. Without prejudice to C&W's other rights and remedies, C&W may charge the Client interest on any amounts due but which have not been paid within this period (whether before or after judgment) at three percent (3%) per annum above the Bank of England base rate from time to time. All such interest will be (i) payable from the due date until the date of actual payment in full, and (ii) compounded monthly and calculated on the basis of the actual number of days elapsed in the month, assuming a 30 day month and a 360 day year.
- 3.7 The Client shall pay all sums by electronic bank transfer to the C&W bank account detailed in the invoice. C&W is unable to accept payment by cash or cheque.
- 3.8 The Client shall pay all sums payable to C&W in relation to the Engagement without set-off and free of any deduction.
- 3.9 If the Client is required by Applicable Law to make any deduction from any payment then it shall increase such payment to ensure that C&W receives the same amount as it would have received if no deduction were required.
- 3.10 C&W may require payments to be made on account before commencing or completing all or part of the Services. In specifying on-account payments C&W may have regard to the nature and context of Services to be performed, and the likely timing and amounts of Expenses to be incurred.
- 3.11 C&W may, by giving written notice to the Client, suspend Service provision if any sum is not paid to C&W within the period specified at Clause 3.6, until all outstanding sums have been paid in full in cleared funds.
- 3.12 After completing an Engagement, C&W shall be entitled to keep any Client materials held by it while sums payable to it by the Client remain outstanding.

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3.13 C&W may search the Client's record at credit reference agencies for the purposes of verifying the Client's identity and to assess whether the Client is able to fulfil its payment obligations in relation to the Engagement.

3.14 C&W shall be entitled to increase the Fees each year in line with then current Retail Price Index (RPI) (or such applicable local equivalent) as published by the Office for National Statistics (ONS), or the relevant successor department. Such right may be exercised by C&W once a year on 1 January (or the next Business Day thereafter), provided that C&W shall not be entitled to exercise the right under this Clause 3.14 in the event that the Engagement has not, or is not anticipated to, exceed six (6) months in duration. C&W shall have a further extraordinary right to increase Fees on one further occasion per year in the event that RPI exceeds 8% at any time.

Client Monies

3.15 C&W handles client monies in accordance with RICS rules and regulations.

4. Client Obligations

4.1 The Client shall, as soon as reasonably practicable following a request, provide all information, assistance, approvals, and consents reasonably requested by C&W in relation to the performance of C&W's obligations in connection with the Engagement. The Client shall ensure that all information provided by or on behalf of the Client shall be complete and accurate in all material respects, and notify C&W as soon as reasonably possible on becoming aware that any information is incomplete, inaccurate or misleading.

4.2 In addition to any information requests made in accordance with Clause 4.1 above, the Client acknowledges and agrees to provide C&W with: (i) its DAC 6 ARN; (ii) TIN(s) of tax residence(s); and (iii) the Reportable Information, where an Engagement involves a Reportable Cross Border Arrangement or where there is a Reportable CRS or Opaque Offshore Structure Obligation requirement.

4.3 The Client acknowledges and agrees that C&W: (i) is entitled to rely upon the completeness, accuracy, sufficiency and consistency of any information supplied to it by or on behalf of the Client; (ii) is not liable for any DAC 6 reporting obligations (whether direct or indirect) under the DAC 6 Regulations or the MDR in relation to the Engagement, with such obligations remaining solely with the Client and their advisors; (iii) is not acting as an Intermediary under the DAC 6 Regulations or the MDR; and (iv) shall have no liability for any inaccuracies contained in any information provided by or on behalf of the Client unless otherwise stated.

4.4 All estimations made by C&W are based on depth and quality of information provided by the Client and the Client shall not be entitled to assume that C&W has performed an inspection. The Client must take this into account in relation to all figures, calculations, and advice.

4.5 The Client shall check and confirm the accuracy and completeness of any property particulars prepared by C&W, and shall confirm that they are not misleading. The Client undertakes to notify C&W immediately if any particulars are or become inaccurate or incomplete.

4.6 Notwithstanding the definition of Applicable Law in the Terms of Business, the parties acknowledge that in respect of the Building Safety Act 2022 ("BSA"), to the fullest extent legally permissible, and save as expressly stated to the contrary in the Engagement Letter, C&W does not assume any responsibility or liability for compliance with any obligations

that may arise under or in connection with the BSA, including but not limited to any delays in or impacts on, C&W service delivery as a result of the same. Any such responsibility or liability shall remain wholly with the Client.

5. Measurements

5.1 Where C&W is required to measure a property, it will do so in accordance with applicable measuring practices relevant to the property. If the Client requires C&W to adopt a particular measuring practice, it shall specify the same in writing before work starts. The Client acknowledges that the floor areas contained in any report are approximate and if measured by C&W will be within a two percent (2%) tolerance either way. In cases where the configuration of the floor plate is unusually irregular or obstructed, this tolerance may be exceeded.

5.2 C&W is unable to measure areas to which it does not have access, in which cases floor area may be estimated from plans or by extrapolation. Where land or site areas are measured, all areas will be approximate and will be measured from plans supplied or Ordnance Survey plans, rather than being checked on site.

6. Confidentiality

6.1 The Client consents to C&W announcing that it is providing or has provided the Services to the Client and using the Client's name in publicity. However, C&W shall not publish any details of any proposed or actual transaction (other than those which are publicly available) without prior consent of the Client, such consent not to be unreasonably withheld, delayed, or conditioned.

6.2 The Client shall keep confidential and not disclose to any other person (whether before or after termination or expiry of the Engagement): (i) any information received by it in respect of the methodologies and/or technologies used by C&W in providing the Services; (ii) the details of the terms on which C&W provides the Services; (iii) any other information in respect of C&W's business activities which is not publicly available; or (iv) any Document (or part thereof) except as permitted in accordance with Clauses 8.2 and 8.3.

6.3 C&W shall, during the period commencing on the date of the Engagement and ending two (2) years following the earlier of the termination or completion of the Services, keep confidential and not disclose to any other person (whether before or after termination or expiry of the Engagement) any information in respect of the Client's business activities which comes into its possession as a consequence of C&W providing the Services and which is not publicly available.

6.4 A party shall not breach this Clause 6 by disclosing information, to the extent reasonably necessary:

- (a) where required to do so by Applicable Law or order of the courts, or by any securities exchange or regulatory or governmental body to which such party is subject or submits, wherever situated (whether or not the requirement for information has the force of Applicable Law); or
- (b) to the professional advisers, insurers, auditors or bankers of such party.

6.5 C&W shall not breach this Clause 6 by disclosing information to: (i) members of the C&W Group or C&W Affiliates in connection with the Engagement; or (ii) consultants, sub-contractors or third party service providers, to the extent reasonably necessary to provide the Services.

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7. Data Protection & Data Handling

Data Controller

- 7.1 Subject to Clause 7.2, each party will act as independent data controllers, or the equivalent under data protection law, in relation to the personal data they process in the course of the performance of the Engagement. Each party shall comply with its respective obligations under the data protection law for the duration of the Engagement. Neither party shall be responsible for any consequences resulting from the other party's failure to comply with data protection law in relation to personal data that it shares with the other party.

Data Processor

- 7.2 To the extent that C&W receives personal data from the Client in respect of which the Client is a data controller in connection with, and for the purpose of, providing the Services (the "**Data**"), the Client appoints C&W as a data processor in relation to such Data and Clauses 7.3 to 7.5 (inclusive) shall apply.

- 7.3 In processing Data pursuant to an Engagement, C&W shall:

- (a) unless otherwise requested by the Client in writing, process the Data only to the extent, and in such manner, as is necessary for the provision of the Services, except where otherwise required by Data Protections Laws;
- (b) ensure that appropriate technical and organisational measures shall be taken to protect the Data from (i) accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to, Data;
- (c) ensure that any person whom it authorises to process the Data shall be subject to an actionable duty of confidence;
- (d) only cause or permit Data processing to be sub-contracted to:
 - (i) sub-contractors in accordance with Clause 1.4;
 - (ii) members of the C&W Group and C&W Affiliates and each of their professional advisers, insurers, auditors and bankers; and/or
 - (iii) service providers appointed by a member of the C&W Group to support C&W's business administration and infrastructure (as identified [here](#) and updated from time to time)

who are committed, by means of a written contract with C&W, to protect the Data to the standard required by this Clause 7.

If the Client objects to any sub-processor under Clause 7.3(d) on reasonable grounds relating to the protection of personal data, then either C&W will not appoint the sub-processor or the Client may elect to suspend or terminate the Engagement upon written notice to be given not later than thirty (30) days after such objection has been notified to C&W in writing;

- (e) only cause or permit Data to be transferred outside the United Kingdom or the European Economic Area:
 - (i) to those persons identified under Clause 7.3(d) or otherwise with the Client's prior consent (not to be unreasonably withheld or delayed); and
 - (ii) taking such measures as are necessary to ensure the transfer is in compliance with Data Protection Laws (such as, but not limited to

ascertaining that the recipient benefits from an EU Commission finding of adequacy of protection for personal data transferred from the European Union or has otherwise agreed European Union standard contractual clauses on data processing in countries outside the European Economic Area);

- (f) notify the Client without undue delay and provide reasonable information and cooperation on becoming aware of a breach of data security which would be notifiable under Data Protection Laws;
- (g) notify the Client without undue delay (and in any event provide reasonable and timely assistance to the Client (at the Client's expense)) to enable the Client to respond to: (i) any request from a data subject to exercise any of its rights under applicable data protection law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator, or other third party in connection with the processing of the Data; and
- (h) C&W shall make available to the Client such information as is necessary to demonstrate its compliance with this Clause 7 and, if required, shall permit the Client (or its appointed third party auditors who are subject to strict obligations of confidentiality and whose identity has been agreed with C&W) to conduct an audit to confirm its compliance, provided that the Client gives reasonable notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to C&W's operations. The Client may not exercise this right more than once in any twelve (12) month period except as required by instruction of a competent data protection authority.

- 7.4 If requested by Client, C&W shall provide reasonable cooperation to the Client (at Client's expense) in connection with any data protection impact assessment and any consultation with the Client's data protection authority that may be required under applicable Data Protection Laws, or any other applicable data protection law in the Client's jurisdiction.

- 7.5 Unless otherwise instructed in writing by the Client to destroy or return the Data (or any copies thereof) on termination of the Engagement, C&W will keep its Engagement files, including the Data, for seven (7) years after issue of C&W's final invoice. The Client consents to the deletion and destruction of all Engagement files upon the expiry of that period unless the Client has requested in writing the return of Client papers or documents during that period. C&W shall not be liable for any loss arising out of or in connection with the destruction of documents occurring more than seven (7) years after the date of final invoice. C&W shall be entitled to retain Data to the extent required by any applicable law.

Data Handling

- 7.6 The Client shall use all reasonable procedures to seek to ensure that any materials provided to C&W in any electronic format are virus free and shall be responsible for using appropriate firewalls and anti-virus software. The Client shall not disclose any special categories of data to C&W except by express written agreement.

- 7.7 A copy of C&W's Privacy Notice can be found [here](#).

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8. Documents and Reliance

- 8.1 C&W will take reasonable care in the preparation of any research, data, report or advice ("**Documents**") provided as part of the Services. Any opinions expressed in them constitute C&W's judgement, and data upon which this judgement is based are believed to be correct as at the date of the Documents (but may be subject to change during the life of the project and beyond and as new information becomes available). C&W reserves the right to change the underlying data, and its opinions, without prior notice, in the light of revised market opinion and evidence, but shall not be required to update any Document already provided.
- 8.2 Subject to Clause 8.3, the provision of the Services is for the Client's benefit only and no part of any Document produced by C&W for the Client shall be disclosed to any third party without the prior written consent of C&W. C&W shall not be liable to any third party placing reliance upon any such Document.
- 8.3 The Client may permit other persons to use C&W's Documents only with C&W's prior written consent and where such other persons have entered into a written agreement with C&W in relation to such use ("**Reliance Letter**"). C&W expressly disclaims any tortious duty of care (e.g., in negligence) to any third party in relation to any Document provided in connection with an Engagement, and the Client shall not permit any person to rely upon such Document unless that person has first entered into a Reliance Letter. Any limitation on C&W's liability set out in the Engagement shall apply in aggregate to the Client and any party entitled to rely upon C&W's Documents pursuant to a Reliance Letter.
- 8.4 Where the Client provides a copy of a Document to another person, or permits a person to rely upon a Document, the Client indemnifies and holds harmless C&W in full from and against any liability arising out of that person's use or reliance on that Document except where a Reliance Letter has been entered into by such person.
- 8.5 Where the Client acts on behalf of a syndicate or in relation to a securitisation, the Client agrees that it is not entitled to pursue any greater claim on behalf of any other person than it would have been entitled to pursue on its own behalf had there been no syndication or securitisation.

9. Service Quality

- 9.1 In carrying out the Services, C&W shall exercise the reasonable care and skill to be generally expected of a competent provider of services similar in scope, nature and complexity to the Services.
- 9.2 In the event that the Client is dissatisfied with the provision of the Services by C&W it must refer such complaint in the first instance to the C&W representative named in the Engagement Letter in accordance with the provisions of C&W's complaints procedure current at the time of the complaint. C&W shall supply to the Client a copy of the complaints procedure upon the request of the Client.
- 9.3 No implied terms shall apply under and/or in connection with the Engagement, and no other express warranties are given - all such terms are expressly excluded to the extent permitted by Applicable Law.
- 9.4 C&W is certified as ISO9001, ISO14001, and ISO45001 compliant.

10. Conflicts of Interest, Compliance and Ethics

- 10.1 C&W maintains conflict management procedures designed to govern actual or potential conflicts of interest. If the Client

becomes aware of a possible conflict, it shall inform C&W immediately. If a conflict arises, then C&W will decide, taking account of legal constraints, relevant regulatory rules and the clients' interests and wishes, whether it can continue to act for both parties (e.g., through the use of ethical walls), for one only, or for neither. Where C&W does not believe that any potential or actual conflict can be managed appropriately and in accordance with C&W policy (available upon request), it will inform all clients affected and consult with them as soon as reasonably practicable as to the steps to take.

- 10.2 The Client acknowledges and agrees that C&W may earn commissions and referral fees, and may charge handling fees connected to the services that it performs, and agrees that C&W shall be entitled to retain them without specific disclosure. C&W will not accept any commissions or referral fees in circumstances where it is of the reasonable belief that they would compromise the independence of any advice that it provides.
- 10.3 It is not C&W policy to provide any services for financial gain either directly or through connected persons, to a prospective purchaser or tenant in respect of a property for which C&W is instructed as agents by the seller/owner, until unconditional contracts have been exchanged. C&W will notify the Client if it is instructed by a prospective purchaser or tenant to provide such services where the Client is the seller/owner.

Anti-Bribery & Corruption

- 10.4 **CLIENT WARRANTIES.** Neither Client nor any of its shareholders, owners, directors, officers, or employees is:
- (a) Blocked, debarred, designated, excluded, sanctioned, or denied import or export privileges under any applicable laws related to the import and export of goods/technology/services, economic or financial sanctions, trade embargoes, or other restrictions on trade ("**Sanctions & Trade Controls**");
 - (b) Located in, resident in or organized under the laws of a country or territory which is a subject of country-wide or territory-wide Sanctions and Trade Controls (e.g., Crimea, Cuba, Iran, Syria, or North Korea); or
 - (c) Currently, or within the past five (5) years has been, engaged in any activity that could reasonably be expected to result in any violation of any applicable laws related to money laundering, terrorist financing, or related financial recordkeeping and reporting requirements ("**AML Laws**").

- 10.5 **COMPLIANCE WITH LAW.** In connection with performance of this Agreement, Client and its shareholders, owners, directors, officers, or employees comply with, will comply with, and will not cause Company to violate any applicable laws ("**Applicable Laws**"), including, but not limited to:

- (a) Applicable Laws related to anti-bribery or anti-corruption ("**Anti-Corruption Laws**"), including, but not limited to, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010;
- (b) Applicable Laws related to Sanctions & Trade Controls, including, but not limited to, those administered and enforced by the United States (e.g., U.S. Export Administration Regulations, the International Traffic in Arms Regulations, U.S. Antiboycott Regulations) and the United Kingdom (e.g., as administered and enforced by

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the Office of Financial Sanctions Implementation); and

- (c) Applicable AML Laws, including, but not limited to, the Bank Secrecy Act, Money Laundering Control Act of 1986, USA PATRIOT Act, EU Money Laundering Directives, UK Prevention of Terrorism Act 2005, UK Serious Organised Crime and Police Act 2005, UK Money Laundering Regulations 2003, UK Proceeds of Crime Act 2002, and UK Anti-Terrorism, Crime and Security Act 2001.

10.6 If the Client becomes aware of any suspected or actual violation of Applicable Laws, in connection with the performance of this Engagement, the Client will notify C&W immediately in writing, unless prohibited by law.

Tax

10.7 Each party shall:

- (a) not engage in any activity, practice, or conduct which would constitute either:
- (i) a UK tax evasion facilitation office under section 45(5) of the Criminal Finance Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under 46(6) of the Criminal Finances Act 2017;
- (b) have and shall maintain in place such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including, without limitation, its employees) and to ensure compliance with sub-Clause 10.7(a); and
- (c) notify the other party in writing if it becomes aware of any breach of with sub-Clause 10.7(a) or has reason to believe that it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of its obligations under an Engagement.

10.8 For the purpose of Clause 10.7, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

10.9 The Client acknowledges and agrees that under no circumstances are C&W acting as an Intermediary nor are they providing any tax advice in respect of any Engagement.

11. Liability and Insurance

11.1 Notwithstanding any contrary provision, neither party limits or excludes its liability in respect of:

- (a) any death or personal injury caused by its negligence;
- (b) any fraud or fraudulent misrepresentation; or
- (c) any statutory or other liability which cannot be limited or excluded under Applicable Law.

11.2 C&W shall not be liable for any:

- (a) indirect or consequential loss (even where the parties are aware of the possibility of any such loss at the date of the Engagement);

- (b) loss of profits or revenue of the Client generally;
- (c) loss of goodwill, reputation or opportunity;
- (d) loss of or corruption of data, or loss resulting from the Client's receipt of information, data, or communications supplied or sent by C&W electronically;
- (e) pure economic loss suffered by the Client or persons other than the Client arising out of a tortious duty of care, whether in negligence or otherwise;
- (f) acts or omissions of third parties (other than where contracted directly by C&W otherwise than as the Client's agent); or
- (g) delay caused by its duty to comply with legal and regulatory requirements (such as anti-money laundering checks),

in each case arising out of or in connection with an Engagement or any breach or non-performance of it no matter how fundamental (including by reason of negligence or breach of statutory duty) in contract, tort or otherwise. The parties agree that each of sub-clauses (a) to (g) (inclusive) above are separate terms and are intended to be severable.

11.3 C&W's total aggregate liability arising under or in connection with an Engagement or any breach or non-performance no matter how fundamental (including by reason of negligence or breach of statutory duty) in contract, tort or otherwise shall be limited in all circumstances to an amount equal to the lesser of:

- (a) five (5) times the Fees paid or payable by or on behalf of the Client to C&W in relation to the Engagement; or
- (b) two million pounds sterling (£2,000,000).

11.4 Subject always to Clauses 11.2 and 11.3, where an Engagement involves C&W being appointed as part of a project team, liability for loss and/or damage arising under or in connection with the Engagement shall be limited to that proportion of the Client's loss and/or damage which it would be just and equitable to require C&W to pay having regard to the extent of C&W's responsibility for the same and on the basis that:

- (a) all other Client consultants and contractors shall be deemed to have provided contractual undertakings, on terms no less onerous than those set out in the Engagement, to the Client in respect of the performance of their services in connection with the project;
- (b) there are no exclusions of or limitation of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to above; and
- (c) they shall be deemed to have paid to the Client such proportion which would be just and equitable for them to pay having regard to the extent of their responsibility.

11.5 No actions or proceedings arising under or in respect of the Engagement or documents signed in connection with it shall be commenced against C&W after six (6) years after the date of the final invoice in relation to the Engagement.

11.6 C&W shall effect and maintain, during the Engagement and for a period of six (6) years after issue of C&W's final invoice (or termination of the Engagement, if earlier), professional indemnity insurance with a limit of indemnity sufficient to cover C&W's liabilities under this Engagement provided always that such insurance remains available at commercially reasonable rates and terms and subject to such

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market standard exceptions, exclusions and limitations to the scope of cover generally in operation at the time of renewal, together with such other insurance as is required to be maintained in accordance with Applicable Law.

11.7 Further to Clause 1.2, nothing appoints or obliges C&W to act as an External Valuer as defined under the Alternative Investment Fund Managers Directive ("**AIFMD**") legislation, or its equivalent under local law. C&W expressly disclaims any responsibility or obligations under AIFMD and/or its equivalent unless expressly agreed in writing by C&W. Where C&W provides valuation advice to an entity that falls within the scope of AIFMD ("**Fund**"), its role will be limited solely to providing valuations of property assets held by the Fund. Responsibility for the valuation function for the Fund and the setting of the net asset value of the Fund will remain with others. C&W's Document will be addressed to the Fund for internal purposes and third parties may not rely on it. C&W's aggregate liability howsoever arising out of such instruction is limited in accordance with these Terms of Business.

11.8 C&W shall not be responsible for the management of any property the subject of an Engagement, and shall have no other responsibility (such as for maintenance or repair) in relation to nor shall C&W be liable for any damage occurring to any such property.

12. Termination

12.1 Either party may terminate the Engagement for convenience without cause, upon not less than thirty (30) days prior written notice to the other party.

12.2 Either party may terminate the Engagement at any time on written notice, either immediately or following such notice period as it shall see fit if the other party:

- (a) is in material breach of the Engagement, and such breach is irremediable;
- (b) commits any remediable material breach of the Engagement and fails to remedy such breach within a period of thirty (30) days from the service on it of a notice specifying the material breach and requiring it to be remedied (or, having so remedied, subsequently commits a similar breach within the next thirty (30) days); or
- (c) ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction.

12.3 C&W may terminate the Engagement and cease to provide the Services, immediately upon written notice to the Client if:

- (a) the Client has failed to pay an invoice within thirty (30) days of the date of such invoice; or
- (b) in C&W's reasonable opinion, the Client has committed or is about to commit any act or omission which would damage or potentially could damage C&W's reputation.
- (c) in connection with performance of this Engagement, the Client violates, or causes C&W to violate,

applicable Anti-Bribery Laws and Rules or Sanctions and AML Laws;

(d) C&W believes in good faith that the Client has acted in a way that may subject C&W to liability under applicable Anti-Corruption Laws, Sanctions & Trade Controls or AML Laws; or

(e) the Client or any of its direct or indirect shareholders becomes a Restricted Person.

12.4 On termination of the Engagement, the Client shall immediately pay to C&W:

- (a) Fees for the Services it has performed (on a pro rata basis having regard to the Fees payable for the completion of the Engagement, the expected duration of the entire Engagement and the Services performed prior to termination, unless otherwise specified);
- (b) any Expenses properly incurred in accordance with Clause 3.4, and marketing costs incurred in accordance with Clause 3.5, on or before the effective date of the termination;
- (c) where the right is exercised by the Client, any additional sums set out in the Engagement Letter as being payable upon termination; and
- (d) any outstanding interest calculated in accordance with Clause 3.6.

12.5 If a party, acting in good faith, exercises a right of termination, its subsequent failure or refusal to perform all or any of its current or future obligations in connection with an Engagement shall not be a breach of an Engagement (whether repudiatory or otherwise).

13. Intellectual Property

13.1 C&W and/or its licensors shall retain all right, title and interest in and to the Service Materials and C&W hereby grants to the Client a non-exclusive, non-transferable, non-sub-licensable licence to use the Service Materials to the extent necessary and for the purpose of receiving the Services. C&W shall have no liability for any use of the Service Materials other than for the purpose for which it was originally intended.

13.2 The Client and/or its licensors shall retain all right, title and interest in and to the Client Materials and the Client grants to C&W a worldwide, royalty-free, non-exclusive, transferable (to a member of the C&W Group) licence to use, copy and modify the Client Materials to the extent necessary and for the purpose of providing the Services to the Client and performing its other obligations in relation to an Engagement.

13.3 C&W and its licensors shall retain all right, title and interest in and to the C&W Materials.

14. Non-Solicitation

14.1 Neither party shall (except with the other party's prior written consent) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other, any employee or contractor working on an Engagement, and shall not offer employment to any employee working on an Engagement, for a period of six (6) months following the end of any involvement by that person with an Engagement. This shall not prohibit a party from offering employment to an employee or contractor of the other who has responded to an advertising campaign open to all comers and not specifically targeted at any of its employees or contractors.

14.2 In the event that a party breaches Clause 14.1, the other party shall be entitled to be paid compensation of six (6)

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months' salary or fees of the employee or contractor concerned. The parties agree that this is a genuine pre-estimate of loss taking into account the cost of recruitment and training of staff, and is agreed on a commercial basis between the parties.

15. Notices

- 15.1 Any notice or other information to be given by either party to the other under the terms of an Engagement (each a "Notice") shall be given by:
 - (a) delivering it by hand; or
 - (b) sending it by first class or next day pre-paid registered post; or
 - (c) sending it by email,to the other party at the address given in Clause 15.4.
- 15.2 Any Notice delivered by hand shall be deemed to have been delivered at the time of actual delivery.
- 15.3 Any Notice sent in the manner provided by Clause 15.1(b) which is not returned to the sender as undelivered shall be deemed to have been delivered on the second day after it was so posted. Proof that the Notice was properly addressed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence that the Notice has been duly delivered.
- 15.4 The address of either party for service for the purposes of this Clause 15 (but excluding legal proceedings) shall be that of its registered or principal office, or such other address as it may last have notified to the other party in writing from time to time. Notices to C&W must be addressed to EMEA General Counsel to be valid.
- 15.5 Where a Notice is sent in the manner provided by Clause 15.1(c):
 - (a) the Notice should be sent as a PDF attachment to the email, rather than in the body of the email;
 - (b) the subject of the email should make clear that the email contains a Notice relating to the Engagement;
 - (c) the relevant email addresses shall be (i) the last email address notified to the other party in writing for this purpose; and (ii) emea.contracts@cushwake.com; and
 - (d) any Notice sent in the manner set out in Clause 15.1(c) shall, so long as the sender can provide evidence of sending and the sender does not receive notification that it has not been sent, be deemed to have been delivered on the day of sending, unless not sent on a business day, in which case it shall be deemed to have been delivered on the next business day.

16. No Waiver, Partnership or Joint Venture

- 16.1 No waiver of any right in connection with an Engagement (including rights to sue for breach) shall operate or be construed as a waiver of any other or further right whether of a like or different character, or be effective unless in writing duly executed by an authorised representative of the affected party. The failure to insist upon the performance of the terms, conditions and provisions of the Engagement, or time or other indulgence granted by one party to another, shall not act as a waiver of any breach, as acceptance of any variation, or as the relinquishment of any right in connection with the Engagement, which shall remain in full force and effect.
- 16.2 The Engagement shall not be interpreted or construed to create an association, joint venture or partnership between

the parties, or to impose any partnership obligation or liability upon either party.

17. Force Majeure and Relief

- 17.1 If either party is prevented or hindered from performing any of its obligations in connection with an Engagement by reason of circumstances outside its reasonable control, (including, without limitation, a reasonable business response, or a failure of supply, relating to a public health crisis including but not limited to epidemics and pandemics, whether or not pursuant to a strict government requirement), that party ("**Claiming Party**") shall as soon as reasonably possible serve notice in writing on the other party specifying the nature and extent of the circumstances preventing or hindering it from performing its obligations.
- 17.2 Subject to the Claiming Party serving notice in accordance with Clause 17.1, the Claiming Party shall have no liability in respect of any delay in performance or any non-performance of any such obligation (save for any payment obligation which shall continue in full force and effect), and the time for performance shall be extended accordingly to the extent that the delay or non-performance is due to such circumstances.
- 17.3 If the period of delay or non-performance continues for 30 days, the parties shall negotiate for a period of 15 days in good faith to agree how to proceed and to any necessary amendments to the Engagement. If no agreement is arrived at for 15 days, the other party may terminate the Engagement by giving 30 days written notice to the Claiming Party.
- 17.4 In the event that the Engagement is terminated pursuant to this Clause 17, C&W shall be entitled to receive payment for work done by C&W to the date of termination of the Engagement.
- 17.5 The Client agrees that C&W shall be excused from its failure to perform or delay in performing any affected obligation in connection with the Engagement to the extent that such failure results from a Relief Event. C&W shall be entitled to a reasonable extension of time in relation to any affected obligation, and to recover reasonable additional costs incurred by it, as a result of a Relief Event.

18. Illegality/Severance

If any provision is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision illegal, invalid or unenforceable under the law of any jurisdiction, this shall not affect or impair the legality, validity or enforceability of the remaining provisions relating to an Engagement, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction.

19. Assignment and Novation

- 19.1 Neither party may at any time, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), assign all or any part of its rights and/or obligations relating to an Engagement. Notwithstanding the previous sentence, C&W may assign/novate (as applicable) all or any part of its rights and/or obligations in connection with an Engagement to any other member of the C&W Group, without the Client's prior written consent.
- 19.2 Each Engagement shall inure to the benefit of, and be binding upon, the parties' successors and permitted assignees.

20. Further Assurance

Each party shall at all times from the date of the Engagement Letter, on being required to do so, at its own expense do or

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use reasonable endeavours to procure the doing by any necessary third parties of all such acts as may be required to give full effect to the terms of the Engagement including the execution and delivery of all deeds and documents.

21. Governing Law and Dispute Resolution

- 21.1 In the event of a dispute arising out of or in connection with an Engagement, the parties shall enter into mediation in good faith to settle such a dispute, in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. No party may commence any court proceedings in relation to any dispute arising out of or in connection with an Engagement until it has made reasonable endeavours to settle the dispute by mediation, provided that the right to issue proceedings is not prejudiced by a delay. Notwithstanding, C&W reserves the right to issue proceedings at any stage against the Client in respect of any Fees outstanding in relation to an Engagement.
- 21.2 Clause 21.1 shall not prevent a party from, or require the party to serve notice prior to, applying to the court for interim injunctive relief.
- 21.3 Each Engagement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and shall be construed in accordance with English law. The parties submit, save as provided below, to the exclusive jurisdiction of the English courts for all purposes relating to and in connection with each Engagement and any such dispute or claim. Nothing in this clause shall limit the right of C&W to take proceedings against the Client in the Client's country of domicile, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings by C&W in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

22. Third Party Rights

- 22.1 To the extent that any loss, damage or expense is suffered or incurred by a member of the C&W Group, the parties acknowledge and agree that such loss, damage or expense shall be deemed to be the loss, damage or expense of C&W, and such loss shall be fully recoverable from the Client as if the loss, damage or expense was suffered or incurred by C&W directly.
- 22.2 Provided that Clauses 3.3 and 22.1 remain valid and in full force and effect, no term of the Engagement is intended for the benefit of a third party and the parties do not intend that any term of the Engagement shall be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise. If Clause 22.1 for any reason is or becomes illegal, invalid or unenforceable, then the rights under each Engagement shall be enforceable by any member of the C&W Group.

23. Entire Agreement

- 23.1 The Engagement constitutes the entire agreement and understanding between the parties relating to the transactions contemplated by or in connection with it and the other matters referred to in the Engagement and supersedes and extinguishes any other agreement or understanding (written or oral) between the parties or any of them relating to the same.
- 23.2 Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person except as expressly set

out in the Engagement. The Client's sole remedy in relation to any act or omission of C&W relating to or in connection with the Engagement shall be for breach of contract.

24. Miscellaneous Terms

- 24.1 Each party warrants and represents that it has power to enter into the Engagement and that it has obtained all necessary consents and/or approvals to do so.
- 24.2 The Client agrees that C&W shall be entitled to rely upon instructions given by any employee or other representative of the Client, and any person holding themselves out as having the authority to give such instructions.
- 24.3 Where the Client comprises two or more persons their liability in relation to the Engagement shall be joint and several.
- 24.4 Clauses 1.1, 2, 3, 4.2, 4.4, 6, 8, 9.3, 10, 11, 12.4, 12.5, 13 to 16 (inclusive), 18 and 20 to 24 (inclusive) of these Terms of Business shall survive termination of the Engagement.
- 24.5 The Client agrees and acknowledges that the Engagement is between the Client and C&W, and that the Client shall have no right to make any claim against any member (partner), director, employee, agent, or contractor of C&W or any member of the C&W Group or any C&W Affiliate.
- 24.6 In accordance with the Provision of Services Regulations 2009, C&W is required to make available certain information to Clients which can be found [here](#).
- 24.7 In accordance with Section 54, Part 6 of the Modern Slavery Act 2015, details of the measures C&W has taken to ensure that slavery and human trafficking is not taking place in its supply chains or in any part of its business can be found [here](#).

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(Version 3.4 – February 2025)

APPENDIX C: SOURCES OF INFORMATION

In addition to information established by us, we have relied on the information as listed below:

Information	Source / Author	Date
Floor areas	the Client	
Financial information to September 2024	Impact Health Partners LLP	1 December 2024



Contact Us

SIGNATORY VALUER:

SOPHIA SHAM MRICS

Partner

RICS Registered Valuer

+44 (0)117 910 6675

Sophia.Sham@cushwake.com

SUPPORTING VALUER(S):

TOM ROBINSON MRICS

Partner

RICS Registered Valuer

+44 (0)20 7152 5866

Tom.Robinson@cushwake.com

Better never settles

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