

# Valuation Report.

The Island Quarter, Island Street, Nottingham NG2 4LA

Prepared for The Conygar Investment Company PLC, Conygar  
ZDP PLC and Liberum Capital Limited  
Valuation date: 30 September 2022

***Important Notice to all readers of this report***

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

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Date of issue: 31 March 2023  
Our Ref: I:1106484

## Valuation Report - The Island Quarter, Island Street, Nottingham NG2 4LA

Further to your instructions, we are pleased to provide our Valuation Report in respect of the above property in connection with the proposed placing (the "Placing") and offer for subscription (the "Offer for Subscription") of zero dividend preference shares of £0.01 each in the capital of Conygar ZDP PLC (the "Issuer") ("ZDP Shares") and admission of the ZDP Shares to the standard segment of the Official List of the FCA and to trading on the London Stock Exchange's main market for listed securities (the "Transaction").

## Signed for and on behalf of Knight Frank LLP



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Knight Frank is the trading name of Knight Frank LLP. Knight Frank LLP is a limited liability partnership registered in England and Wales with registered number OC305934. Our registered office is at 55 Baker Street, London W1U 8AN where you may look at a list of members' names. If we use the term "partner" when referring to one of our representatives, that person will either be a member, employee, worker or consultant of Knight Frank LLP and not a partner in a partnership. Regulated by RICS.

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# Executive summary

*This Executive summary is a brief overview of our Valuation Report and must not be relied upon in isolation. It is intended to be read in conjunction with the whole report and is subject to any assumptions, caveats and comments stated within the body of this report.*

<b>Address</b>	The Island Quarter, Island Street, Nottingham
<b>Location</b>	<p>Nottingham is recognised as the capital of the East Midlands and is the principal commercial and administrative hub for the region. The city is home to two of the UK’s leading Universities, Nottingham University and Nottingham Trent University, which between them are attended by over 40,000 full time students.</p> <p>Nottingham has an urban area population of approximately 665,500 persons, with a catchment population of more than 3 million people located within a 30 minute drive time.</p> <p>The City is situated approximately 16 miles east of Derby, 25 miles north of Leicester, 50 miles north of Birmingham and 120 miles north-west of London. Nottingham benefits from access to an excellent communications infrastructure, situated at the intersection of the A60 and A52, which link directly to the M1 motorway and the national motorway network via Junctions 25 and 26.</p> <p>Rail services to London St. Pancras are frequent and direct with a fastest journey time of approximately 1 hour 45 minutes. In addition, services are available to a variety of destinations including Derby, Lincoln and Sheffield.</p> <p>The Island Quarter is situated within central Nottingham, close to the train station, approximately 0.4 kilometres to the west. The city centre, located 1.3 kilometres to the north west, can be reached in around 15 minutes by walking.</p>
<b>Description</b>	<p>The Property comprises a flat site of approximately 14.97 hectares (37 acres) with proposals to develop the following:</p> <ul style="list-style-type: none"> <li>• A 19,999 sq ft restaurant and leisure facility currently under construction on the site with practical completion due in 2022.</li> <li>• A 2,013 unit build to rent (BTR) scheme providing a total gross internal area (GIA) of 1,593,103 sq ft.</li> <li>• A 217 bed hotel and leisure facilities totalling 215,967 sq ft (GIA)</li> <li>• Office accommodation totalling 633,833 sq ft (GIA) spread over two phases.</li> <li>• Various retail and leisure uses with the North Warehouse totalling 64,215 sq ft GIA.</li> <li>• A 702 bed student accommodation block totalling 123,613 sq ft (GIA).</li> <li>• 227 co living apartments totalling 92,516 sq ft.</li> <li>• Two multi level car parks providing additional onsite car parking.</li> <li>• A Virgin Active gym let from 30/9/2020 until 30/9/2100 at £62,500 pa.</li> </ul>

<b>Site Area</b>	14.97 hectares (37 acres) (areas provided by the client).
<b>Tenure</b>	Freehold.
<b>Planning</b>	Outline planning permission (reference 18/01354/POUT) for the Island Site, City Link, Nottingham was granted on 1 June 2020 for a mixed use development comprising 17,274 sq m of creative market uses; 58,885 sq m of offices (Class B1); 14,413 sq m of non residential institution (Class D1); 91,888 sq m of residential (Class C1); 27,030 sq m of student accommodation (Class C3 and sui generis); 1,796 car parking spaces (including 47,258 sq m multi storey), with facilitating works including demolition; on and off site highways works; public realm and pedestrian/cycle facilities; and drainage and utility infrastructure, including gas compound and substations.
<b>Tenancies</b>	As the property is vacant, we have valued the property with full vacant possession with the exception of the Virgin Active lease from 30/9/2020 until 30/9/2100 at £62,500 pa.
<b>Valuation considerations</b>	<ul style="list-style-type: none"> <li>• A freehold mixed use development site totalling 37 acres centrally located in Nottingham City Centre.</li> <li>• We have not been made aware of any uses conducted at the subject property that would give cause for concern as to possible environmental contamination. Our valuation is provided on the assumption that the property is unaffected.</li> <li>• Outline planning permission from the Nottingham City Council dated 1 June 2020. We have been supplied with a copy of a planning permission , granted by Nottingham City Council dated 29 June 2022 for Phase 1B of The Island Quarter comprising a mixed use commercial development to include enabling works, hotel, BTR apartments, co-working and retail uses. The permission is valid for a period of three years and is subject to standard conditions.</li> <li>• We have been provided with proposed floor plans for the Pavilion (Phase 1A), Phase 1B and the PBSA student accommodation prepared by CPMG Architects Limited.</li> <li>• In reporting our opinions of value we have assumed that the scheme is compliant with all Building Regulations and can be implemented in accordance with the plans provided. In the event that amendments need to be made to the proposed scheme as a consequence of it failing to meet statutory requirements, our opinions of value may be affected.</li> <li>• As the site is vacant, we have valued with full vacant possession with the exception of the Virgin Active ground lease from 30/9/2020 until 30/9/2100 at £62,500 pa.</li> <li>• We have been supplied with build costs for each phase of the development by the Client. These construction costs have been compared to our own assessment of costs for the various uses from BCIS and discussions with colleagues. In light of the above evidence, we have adopted the Client's estimate of build costs outlined above within our assessment.</li> <li>• We have been informed by the Client that a total of £10,139,587 has been spent to date on infrastructure and a further £6,978,259 has been spent on the construction of the purpose built student accommodation block. This spend has been reflected within our opinion of value.</li> </ul>

	<ul style="list-style-type: none"><li>• We have valued the completed Pavilion building as an investment and deducted the remaining costs of £550,000.</li><li>• Our opinion of Market Value equates to a capital value of £2,513,513 per acre.</li></ul>
<b>Valuation date</b>	30 September 2022
<b>Market value</b>	£93,000,000 (Ninety Three Million Pounds)

# 1. Terms of engagement

## Engagement of Knight Frank LLP

- 1.1 This valuation report (the “Valuation” or the “report”) has been prepared in accordance with our Terms of Engagement letter dated 5 January 2023 and our General Terms of Business for Valuation Services (together the “Agreement”). A copy of the General Terms of Business for Valuation Services is attached at Appendix 1.

### Client

- 1.2 We have been instructed to prepare the Valuation by The Conygar Investment Company PLC (the “Parent”) and the Issuer (together the “Client”, “you”, “your”). This Valuation has also been addressed to Liberum Capital Limited (together with the Client, the “Addressees”).

### Valuation standards

- 1.3 This valuation has been undertaken in accordance with the current editions of RICS Valuation - Global Standards, which incorporate the International Valuation Standards, and the RICS UK National Supplement. References to the “Red Book” refer to either or both of these documents, as applicable. As required by the Red Book, some key matters relating to this instruction are set out below.

## Independence and expertise

### Regulated Purpose Valuations (RPVs)

- 1.4 This valuation is a Regulated Purpose Valuation within the meaning of the Red Book and, as such, we have made certain disclosures in connection with this valuation instruction and our relationship with the Parent.

### Disclosure of any conflicts of interest

- 1.5 We confirm that we do have a material connection or involvement giving rise to a potential conflict of interest, as set out below:
- We have previously valued the Property for the Parent with our last report dated 15 November 2022.
- 1.6 Other than valuation services, Knight Frank LLP have had no material involvement with the Property, subject to our comments below, and we confirm that we can report without any material conflict:
- Knight Frank prepared a Demand & Market Assessment for The Island Quarter, Nottingham dated November 2020.
- 1.7 We have previously disclosed this to you and you have confirmed that notwithstanding this matter, you are content for us to proceed with this instruction.
- 1.8 We confirm that we are not aware of any undisclosed matter giving rise to a potential conflict of interest and that we are providing an objective and unbiased valuation.

**Valuer and expertise**

- 1.9 The valuer, on behalf of Knight Frank LLP, with the responsibility for this report is Michael Crowe MRICS, RICS Registered Valuer. Parts of this valuation have been undertaken by additional valuers as listed on our file.
- 1.10 We confirm that the valuer and additional valuers meet the requirements of the Red Book, having sufficient current knowledge of the particular market and the skills and understanding to undertake the valuation competently.
- 1.11 For the purposes of the Red Book, we are acting as External Valuers, as defined therein.
- 1.12 This report has been vetted as part of Knight Frank LLP's quality assurance procedures.

**Use of this Valuation****Purpose of valuation**

- 1.13 This Valuation is solely for the purpose of: (i) inclusion within the prospectus to be published by the Issuer in connection with the Transaction which is to be reviewed and approved by the Financial Conduct Authority (the "Prospectus"); and (ii) publication on the Parent's website in accordance with the requirements of the Prospectus Regulation Rules of the Financial Conduct Authority (the "Prospectus Regulation Rules"), (together, the "Purpose") and may not be used for any other purpose without our express written consent.

**Reliance**

- 1.14 This Valuation has been prepared for the Addressees only. Notwithstanding our General Terms we acknowledge that this Valuation Report will also be for the use of the shareholders of the Issuer and of the Parent for the specific Purpose set out in this Valuation.
- 1.15 Save for: (i) the Addressees; and (ii) any responsibility arising under Prospectus Regulation Rule 5.3.2(2)(f) to any person as and to the extent there provided, in accordance with Clauses 3 and 4 of the General Terms and to the fullest extent permitted by law, we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in accordance with the Valuation or our statement, required by and given solely for the purposes of complying with Prospectus Regulation Rule 5.3.2(2)(f).

**Disclosure & publication**

- 1.16 The Valuation has been prepared for the Client and in accordance with the Agreement which governs its purpose and use. As stated in the Agreement, this Valuation is confidential to the Addressees and must not be disclosed to any person other than the Client and the Addressees without our express written consent. Nor may the whole nor any part of this Valuation nor any reference thereto be included in any prospectus, listing particulars, published document, circular or statement nor published in any way without our prior written approval of the form or context in which it may appear.
- 1.17 Notwithstanding paragraph 1.16 above, the Valuation may be disclosed as set out below:
- 1.18 Subject to the terms and conditions (but disregarding for these purposes clauses 4.3 to 4.6 (inclusive) of the General Terms) of the Agreement and to completion of the Valuation and our approval of the form and context thereof, we hereby confirm that we will authorise and consent to its inclusion in the



Prospectus and publication on the Parent's website in accordance with the requirements of the Prospectus Regulation Rules.

## Limitations on liability

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

## Scope of work

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

- 1.23 In this report we have been provided with information by the Client, its advisors and other third parties. We have relied upon this information as being materially correct in all aspects.
- 1.24 In particular, we detail the following:
- Title Plans prepared by Leslie Jones Architecture dated 06 January 2020.
  - Floor Plans for the Pavilion Phase 1A, Phase 1B and the PBSA prepared by CPMG Architects Limited.
  - Section 106 Agreement dated 29 May 2020 between Nottingham City Council and Conygar Nottingham Limited
  - Demand & Market Assessment prepared by Knight Frank LLP for The Island, Nottingham dated November 2020.
  - Feasibility study and return on investment analysis for the Proposed Nottingham Hotel prepared by HVS dated 17 May 2019.
  - Outline Planning Permission (Reference 18/01354/POUT) from Nottingham City Council dated 1 June 2020.
  - The Island Quarter Masterplan presentation for planning meeting dated 08 July 2021.
  - Cost Report No7 for Phase 1A Island Quarter dated October 2021 prepared by Quartz Project Services Ltd.
  - Infrastructure cost summary dated 11 October 2021 provided by the Parent.
  - Build to Rent room schedule prepared by CPMG Architects Limited.
  - TIQ CF Model v13\_2\_GAA\_28 September 2021.

1.25 Where documents or information have not been provided, we have had to rely solely upon our own enquiries as outlined in this report. Any assumptions resulting from the lack of information are also set out in the relevant section of this report.

**Investigations carried out by us**

1.26 In carrying out this Valuation we have undertaken verbal / web based enquiries referred to in the relevant sections of this report. We have relied upon this information as being accurate and complete.

## 2. The Property

2.1 The Property we have valued, including the inspection details, is as follows:

Property address	Inspected by	Inspection date
The Island Quarter, Island Street, Nottingham NG2 4LA	Michael Crowe	9 September 2022

2.2 We were instructed to inspect the Property externally only.

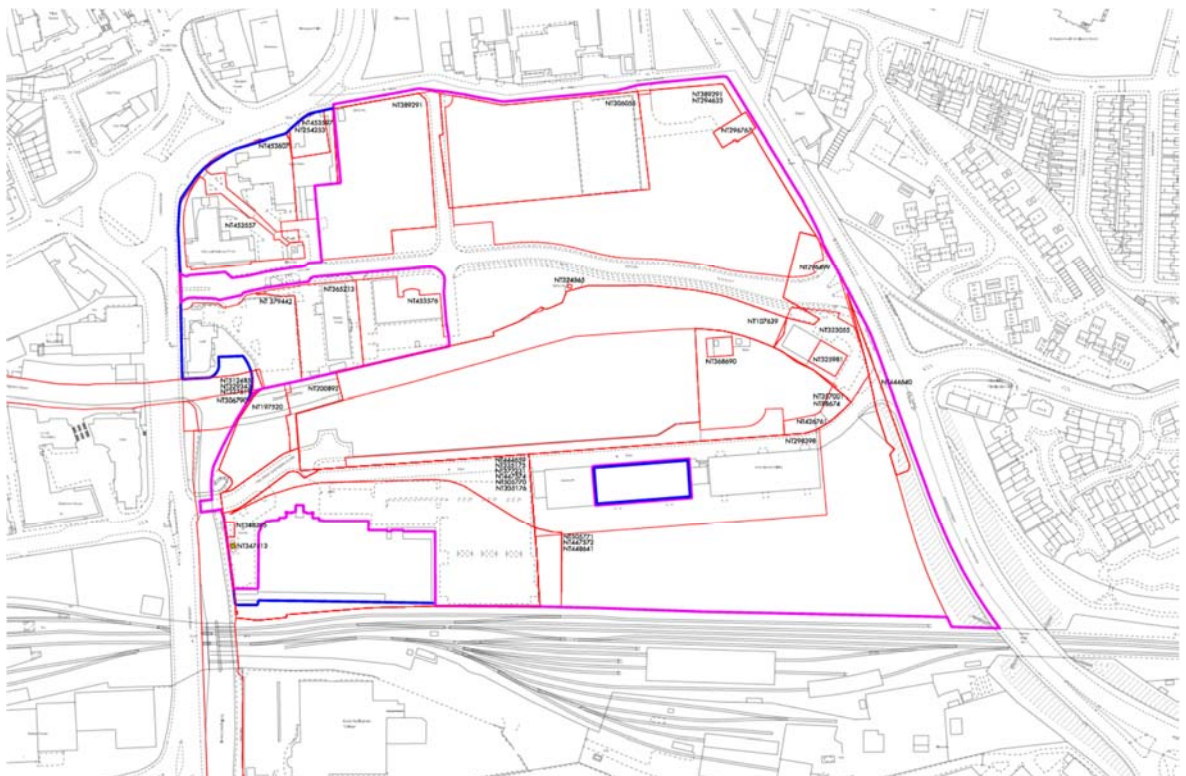
### Site

#### Site area

2.3 The property occupies a flat site of approximately 14.97 hectares (37 acres).

#### Site plan

2.4 The property is identified on the Ordnance Survey plan below, showing our understanding of the planning application boundary outlined in Pink.



2.5 Recent photographs of the site are shown as follows:



## Services

- 2.6 No tests have been undertaken on any of the services.
- 2.7 We have assumed for the purposes of this Valuation that mains gas, water, electricity, drainage and telecommunications are all available to the subject property.

## Legal title

### Land register searches

- 2.8 We do not undertake searches or inspections of any kind (including web based searches) for title or price paid information in any publicly available land registers, including the Land Registry for England & Wales, Registers of Scotland and Land & Property Services in Northern Ireland.

### Sources of Information

- 2.9 We have not been provided with any Report on Title.
- 2.10 In our valuation, we have assumed a good and marketable title and that all documentation is satisfactorily drawn.

### Tenure

- 2.11 We have made the assumption that the title to the property is freehold.

**Covenants**

- 2.12 We have assumed that the property is not subject to any unusual or onerous covenants, restrictions, encumbrances or outgoings.

**Condition****Ground conditions**

- 2.13 We have not been provided with a copy of a ground condition report for the site. We have assumed that there are no adverse ground or soil conditions and that the load bearing qualities of the site are sufficient to support the buildings to be constructed thereon.

**Mining**

- 2.14 We have not investigated ground conditions. The property is not situated in a known mining area. Unless advised to the contrary, our valuation is on the basis that there is no unidentified adverse ground, or soil conditions and that the load bearing qualities of the property are sufficient to support the buildings constructed or to be constructed thereon.

**Environmental considerations****Flooding**

- 2.15 We have used the website of the Environment Agency's Indicative Floodplain Maps to provide a general overview of lands in natural floodplains and therefore potentially at risk of flooding from rivers or the sea. The maps use the best information currently available, based on historical flood records and geographical models. They indicate where flooding from rivers, streams, watercourses or the sea is possible.

**Contamination**

- 2.16 Investigations into environmental matters would usually be commissioned from suitably qualified environmental specialists. Knight Frank LLP is not qualified to undertake scientific investigations of sites or buildings to establish the existence or otherwise of any environmental contamination, nor do we undertake searches of public archives to seek evidence of past activities which might identify potential for contamination.
- 2.17 Subject to the above, while carrying out our valuation inspection, we have not been made aware of any uses conducted at the subject property that would give cause for concern as to possible environmental contamination. Our valuation is provided on the assumption that the property is unaffected.

**Sustainability****Sustainability**

- 2.18 The issue of sustainability is becoming increasingly important to participants in the property market. There is a general expectation that buildings that minimise environmental impact through all parts of the building life cycle and focus on improved health for their occupiers may retain value over a longer term than those that do not.
- 2.19 The Government has set itself a target to reduce CO<sub>2</sub> emissions by 80% by 2050. With property representing around 50% of total emissions, the sector has become an obvious target for legislation. It



is likely that, as we move towards 2050, energy efficiency legislation for property will become increasingly stringent.

#### **EPCs**

- 2.20 All properties within the UK require an Energy Performance Certificate (EPC) when bought, sold, built or rented. An EPC measures the asset rating of a building in relation to its energy performance.
- 2.21 The Energy Act 2011 introduced legislation that has made it unlawful to rent a property which has an “F or G” energy efficiency rating. This minimum energy efficiency rating could be made more stringent in the future.

#### **Sustainability Characteristics**

- 2.22 From a value perspective, sustainability is likely to be a long term issue and its relative importance will change over time. Our valuation provides our opinion of value at the valuation date based on market related factors at that date.

## **Planning**

#### **Sources of planning information**

- 2.23 We have made informal enquiries of Nottingham City Council, the planning authority for the subject property, by their website.
- 2.24 These enquiries should not be taken as personal searches and information on the relevant website is assumed to be both accurate and up to date. For a formal planning enquiry to be made, the planning authority will require written representation which has not been possible as part of our report.

## **Highways and access**

#### **Highways**

- 2.25 Our informal enquiries of the Highways Authority have confirmed that all highways bounding the property are adopted.
- 2.26 We have assumed that all estate roads within the proposed scheme will be adopted and maintained at the expense of the Highway Authority.

#### **Access**

- 2.27 In reporting our opinion of value, we have assumed that there are no third party interests between the boundary of the subject property and the adopted highways and that accordingly the property has unfettered vehicular and pedestrian access.

## 3. Valuation

### Methodology

3.1 Our valuation has been undertaken using appropriate valuation methodology and our professional judgement. Our valuation has been carried out using the comparative, investment and residual methods.

#### **Comparative method**

3.2 In undertaking our valuation of the property, we have made our assessment on the basis of a collation and analysis of appropriate comparable transactions, together with evidence of demand within the vicinity of the subject property. With the benefit of such transactions we have then applied these to the property, taking into account size, location, aspect and other material factors.

#### **Investment method**

3.3 In undertaking our valuation of the property, we have made our assessment on the basis of a collation and analysis of appropriate comparable investment and rental transactions, together with evidence of demand within the vicinity of the subject property. With the benefit of such transactions we have then applied these to the property, taking into account size, location, terms, covenant and other material factors.

#### **Residual method**

3.4 We arrive at our opinion of the Market Value of the completed development (often referred to as the “Gross Development Value”) using the comparative and investment methods, which involves comparison of the subject scheme with sales evidence from other comparable schemes and other sales within the local market and making adjustments using our professional judgement.

3.5 Our opinion of the Market Value of the sites in their existing condition is arrived at using the residual method which is a generally accepted method for valuing properties that are considered to have possible development potential. Having formed an opinion of the value of the completed development of each site, using the methods described above, we deduct from it the total costs of development and an allowance for the developer’s profit.

3.6 In carrying out the valuation we have had regard to the proposed phasing of each phase, as supplied by you, and have made adjustments, where appropriate, based on our view of market conditions. We have been provided with a schedule of construction costs by the Parent for the specification of buildings to be constructed on site and have reflected these costs in carrying out our residual valuations.

### Valuation considerations

3.7 A freehold mixed use development site totalling 37 acres centrally located in Nottingham City Centre.

3.8 We have not been made aware of any uses conducted at the subject property that would give cause for concern as to possible environmental contamination. Our valuation is provided on the assumption that the property is unaffected.

- 3.9 Outline planning permission from the Nottingham City Council dated 1 June 2020. We have been supplied with a copy of a planning permission, granted by Nottingham City Council dated 29 June 2022 for Phase 1B of The Island Quarter comprising a mixed use commercial development to include enabling works, hotel, BTR apartments, co-working and retail uses. The permission is valid for a period of three years and is subject to standard conditions.
- 3.10 We have been provided with proposed floor plans for the Pavilion (Phase 1A), Phase 1B and the PBSA student accommodation prepared by CPMG Architects Limited.
- 3.11 In reporting our opinions of value we have assumed that the scheme is compliant with all Building Regulations and can be implemented in accordance with the plans provided. In the event that amendments need to be made to the proposed scheme as a consequence of it failing to meet statutory requirements, our opinions of value may be affected.
- 3.12 As the site is vacant, we have valued with full vacant possession with the exception of the Virgin Active ground lease from 30/9/2020 until 30/9/2100 at £62,500 pa.
- 3.13 We have been supplied with build costs for each phase of the development by the Parent. These construction costs have been compared to our own assessment of costs for the various uses from BCIS and discussions with colleagues. In light of the above evidence, we have adopted the Parent's estimate of build costs outlined above within our assessment.
- 3.14 We have been informed by the Parent that a total of £10,139,587 has been spent to date on infrastructure and a further £6,978,259 has been spent on the construction of the purpose built student accommodation block. This spend has been reflected within our opinion of value.
- 3.15 We have valued the completed Pavilion building as an investment and deducted the remaining costs of £550,000.
- 3.16 Our opinion of Market Value equates to a capital value of £2,513,513 per acre.

#### **Calculation**

- 3.17 We attach a copy of the residual appraisal at Appendix 2.

### **Valuation bases**

#### **Market Value**

- 3.18 Market Value is defined within RICS Valuation - Professional Standards as:

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

### **Valuation date**

#### **Valuation date**

- 3.19 The valuation date is 30 September 2022.



## Market Value

### Assumptions

- 3.20 Our valuation is necessarily based on a number of assumptions which have been drawn to your attention in our Terms of Engagement letter and within this report.

### Market Value

- 3.21 We are of the opinion that the Market Value of the freehold interest in the property, with vacant possession, at the valuation date is:
- 3.22 **£93,000,000 (Ninety Three Million Pounds).**
- 3.23 The above has been calculated after allowing for purchaser's costs, in accordance with standard market practice. These comprise Stamp Duty Land Tax of 2.00% for the portion of value from £150,000 to £250,000 and 5.00% above £250,000, agent's fees of 1.00% and legal fees of 0.50% with VAT of 20% on the agents and legal fees.
- 3.24 Our opinion of Market Value equates to a capital value of £2,513,513 per acre or £37 per sq ft of developable area (GIA).
- 3.25 The Property has been inspected within the last 12 months and the date of inspection is set out at paragraph 2.1 above.
- 3.26 We confirm that, as at the date of this report, there has been no material change since 30 September 2022 in any matter relating to the Property which, in our opinion, would have a material effect on the Market Value of the Property.
- 3.27 For the purposes of paragraph 130(vi) of the Financial Conduct Authority 'Guidance on specialist issuers' in Primary Market Technical Note TN/619.1 published on 27 May 2022 ("Primary Market TN/619.1") we are required to comment on any differences between the valuation figure in this report and the valuation figure reported in the Parent's latest published annual accounts. The Property was valued as at 30 September 2022 for the Parent's annual report for the year ended 30 September 2022. There is no difference between the 30 September 2022 valuation prepared for the purposes of the Parent's latest published annual accounts and this valuation (also with a valuation date of 30 September 2022).

### Calculation

- 3.28 We attach a copy of our valuation calculation at Appendix 2.

## Market conditions Statement

### Market conditions explanatory note

- 3.29 On 24th February Russia began a full-scale invasion of Ukraine, in an escalation of the conflict that began in 2014. The invasion is the largest conventional military attack in Europe since World War II and has resulted in a humanitarian crisis with ongoing large-scale movement of refugees from Ukraine into the neighbouring countries of Europe. The West has responded with severe economic sanctions against Russia including restrictions on international trade, export controls and the removal of Russian banks' access to SWIFT, the interbank transaction system. The result has been a significant increase

in volatility across global markets, particularly for oil and gas where prices have reached historically high levels.

- 3.30 The unpredictable nature of the conflict, its impact globally and the uncertain timeline for any resolution mean that there is a risk the value of this asset may be subject to greater volatility than would usually be expected. We therefore highlight the importance of the valuation date.

### **Responsibility and consent**

- 3.31 This report has been prepared for inclusion in the Prospectus. Knight Frank LLP hereby gives consent to the inclusion of this report in the Prospectus and to the references to this report and Knight Frank LLP in the Prospectus in the form and context in which they appear. For the purposes of Prospectus Regulation Rule 5.3.2(R)(2)(f), we are responsible for this report and accept responsibility for the information contained in this report and confirm that to the best of our knowledge, the information contained in this report is in accordance with the facts and the report contains no omission likely to affect its import. This report complies with Rule 5.4.5G of the Prospectus Regulation Rules and paragraphs 128 to 130 ('Property Companies') of Primary Market TN/619.1.

# **Appendix 1    General Terms of Business for Valuation Services**

## General Terms of Business for Valuation Services

### Important Notice

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

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

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

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

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

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

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

### 1. Knight Frank

- 1.1 Knight Frank LLP (“**Knight Frank**”, “**our**”, “**us**”, “**we**”) is a limited liability partnership with registered number OC305934; this is a corporate body which has *members* and not *partners*.
- 1.2 Our registered office is at 55 Baker Street, London W1U 8AN where a list of members may be inspected.
- 1.3 Any representative of Knight Frank described as *partner* is either a member or an employee of Knight Frank and is not a partner in a partnership. The term *partner* has been retained because it is an accepted way of referring to senior professionals. The term “**Knight Frank Person**” shall, when used herein, mean any member, employee, “*partner*” or consultant of Knight Frank.
- 1.4 Our VAT registration number is 238 5156 53.
- 1.5 The details of our professional indemnity insurance specified in the Provision of Services Regulations 2009 will be provided to you on request.
- 1.6 Knight Frank is registered for regulation in the United Kingdom by the Royal Institution of Chartered Surveyors (“**RICS**”). Any Valuation provided by us may be subject to monitoring under RICS Valuer Registration. In accordance with our obligations it may be necessary to disclose valuation files to RICS. By instructing us you give us your permission to do so. Where possible we will give you prior notice before making any such disclosure, although, this may not always be possible. We will use reasonable endeavours to limit the scope of any such disclosure and to ensure any disclosed documents are kept confidential.
- 1.7 Valuations will be carried out in accordance with the relevant edition of the RICS valuation standards, the RICS Red Book (the “**Red Book**”), by valuers who conform to its requirements and with regard to relevant statutes or regulations.

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

### 2. Governing law and jurisdiction

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

### 3. Limitations on liability

- 3.1 Subject to clause 3.8, our maximum total liability in connection with or arising out of this Agreement and/or its subject matter and/or the Valuation is limited to the higher of £250,000 or fifty times our fee as set out in the Letter.
- 3.2 Subject to clause 3.8, we will not be liable for any loss of profits or for indirect or consequential loss.
- 3.3 Our liability to you shall be reduced to the extent that we prove that we would have been able to claim a contribution pursuant to the Civil Liability (Contribution) Act 1978 from one or more of the other professionals instructed by you in relation to any relevant property and/or the Purpose (and in each case if, as a result of an exclusion or limitation of liability in your agreement with such professional, the amount of such contribution would be reduced, our liability to you shall be further reduced by the amount by which the contribution we would be entitled to claim from such professional is reduced).
- 3.4 Subject to clause 3.8, any limitation on our liability will apply however such liability is or would otherwise have been incurred, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise.
- 3.5 Except as set out in clauses 3.6 and 4.7 and 4.8 below no third party shall have any right to enforce any of the terms of this Agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 3.6 No claim arising out of or in connection with this Agreement may be brought against any Knight Frank Person. Those individuals will not have a personal duty of care to you or any other person and any such claim for losses must be brought against Knight Frank. Any Knight Frank Person may enforce this clause under the Contracts (Rights of Third Parties) Act 1999 but the terms of this Agreement may be varied by agreement between the client and Knight Frank at any time without the need for any Knight Frank Person to consent.
- 3.7 No claim, action or proceedings arising out of or in connection with the Agreement and/or any Valuation shall be commenced against us after the expiry of the earlier of (a) six years from the Valuation

- Date (as set-out in the relevant Valuation) or (b) any limitation period prescribed by law.
- 3.8 Whether or not specifically qualified by reference to this clause, nothing in the Agreement shall exclude or limit our liability in respect of fraud, or for death or personal injury caused by our negligence or negligence of those for whom we are responsible, or for any other liability to the extent that such liability may not be so excluded or limited as a matter of applicable law.
- 4. Purpose, reliance and disclosure**
- 4.1 The Valuation is prepared and provided solely for the stated purpose. Unless expressly agreed by us in writing, it cannot be relied upon, and must not be used, for any other purpose and, subject to clause 3.8, we will not be liable for any such use.
- 4.2 Without prejudice to clause 4.1 above, the Valuation may only be relied on by our Client. Unless expressly agreed by us in writing the Valuation may not be relied on by any third party and we will not be liable for any such purported reliance.
- 4.3 Subject to clause 4.4 below, the Valuation is confidential to our Client and must not be disclosed, in whole or in part, to any third party without our express written consent (to be granted or withheld in our absolute discretion). Subject to clause 3.8, no liability is accepted to any third party for the whole or any part of any Valuation disclosed in breach of this clause.
- 4.4 Notwithstanding any statement to the contrary in the Agreement, you may disclose documents to the minimum extent required by any court of competent jurisdiction or any other competent judicial or governmental body or the laws of England.
- 4.5 Neither the whole nor any part of the Valuation and/or any reference thereto may be included in any published document, circular or statement nor published in any way whatsoever whether in hard copy or electronically (including on any website) without our prior written consent and approval of the form and context in which it may appear.
- 4.6 Where permission is given for the publication of a Valuation neither the whole nor any part thereof, nor any reference thereto, may be used in any publication or transaction that may have the effect of exposing us to liability for actual or alleged violations of the Securities Act 1933 as amended, the Securities Exchange Act of 1934 as amended, any state Blue Sky or securities law or similar federal, state provincial, municipal or local law, regulation or order in either the United States of America or Canada or any of their respective territories or protectorates (the “**Relevant Securities Laws**”), unless in each case we give specific written consent, expressly referring to the Relevant Securities Laws.
- 4.7 You agree that we, and/or any Knight Frank Person, may be irreparably harmed by any breach of the terms of this clause 4 and that damages may not be an adequate remedy. Accordingly, you agree that we and/or any Knight Frank Person may be entitled to the remedies of injunction or specific performance, or any other equitable relief, for any anticipated or actual breach of this clause.
- 4.8 You agree to indemnify and keep fully indemnified us, and each relevant Knight Frank Person, from and against all liabilities, claims, costs (including legal and professional costs), expenses, damages and losses arising from or in connection with any breach of this clause 4 and/or from the actions or omissions of any person to whom you have disclosed (or otherwise caused to be made available) our Valuation otherwise than in accordance with this clause 4.
- 5. Knight Frank network**
- 5.1 Knight Frank LLP is a member of an international network of independent firms which may use the “Knight Frank” name and/or logos as part of their business name and operate in jurisdictions outside the United Kingdom (each such firm, an “**Associated Knight Frank Entity**”).
- 5.2 Unless specifically agreed otherwise, in writing, between you and us: (i) no Associated Knight Frank Entity is our agent or has authority to enter into any legal relations and/or binding contracts on our behalf; and (ii) we will not supervise, monitor or be liable for any Associated Knight Frank Entity or for the work or actions or omissions of any Associated Knight Frank Entity, irrespective of whether we introduced the Associated Knight Frank Entity to you.
- 5.3 You are responsible for entering into your own agreement with any relevant Associated Knight Frank Entity.
- 5.4 This document has been originally prepared in the English language. If this document has been translated and to the extent there is any ambiguity between the English language version of this document and any translation thereof, the English language version as prepared by us shall take precedence.
- 6. Severance**
- If any provision of the Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision. If express agreement regarding the modification or meaning of any provision affected by this clause is not reached, the provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 7. Entire agreement**
- 7.1 The Agreement, together with any Valuation produced pursuant to it (the Agreement and such documents together, the “**Contractual Documents**”) constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- 7.2 Subject to clause 3.8 above, you agree that in entering into the Agreement you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Contractual Documents. You further agree that you shall have no claim for innocent or negligent misrepresentation based on any statement set out in the Contractual Documents.
- 7.3 The Letter and these General Terms shall apply to and be incorporated in the contract between us and will prevail over any inconsistent terms or conditions contained or referred to in your communications or publications or which would otherwise be implied. Your standard terms and conditions (if any) shall not govern or be incorporated into the contract between us.
- 7.4 Subject to clause 3.8 and clause 6, no addition to, variation of, exclusion or attempted exclusion of any of the terms of the Contractual Documents will be valid or binding unless recorded in writing and signed by duly authorised representatives on behalf of the parties.
- 8. Assignment**
- You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of the rights and obligations under the Agreement without our prior written consent (such consent to be granted or withheld in our absolute discretion).
- 9. Force majeure**
- Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

## 10. Our fees

- 10.1 Without prejudice to clause 10.3 below, you become liable to pay our fees upon issuance of the Valuation. For the avoidance of doubt, unless expressly agreed otherwise in writing, the payment of our fees is not conditional on any other events or conditions precedent.
- 10.2 If any invoice remains unpaid after 30 days of the date on which it is presented, we reserve the right to charge interest, calculated daily, from the date when payment was due until payment is made at 4% above the then prevailing bank base rate of National Westminster Bank PLC or (if higher) at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and its regulations (if applicable).
- 10.3 If we should find it necessary to use legal representatives or collection agents to recover monies due, you will be required to pay all costs and disbursements so incurred.
- 10.4 If before the Valuation is concluded you end this instruction, we will charge abortive fees (calculated on the basis of a proportion of the total fee by reference to reasonable time and expenses incurred), with a minimum charge of 50% of the full fee if we have already inspected the property (or any property, if the instruction relates to more than one).
- 10.5 If you delay the instruction by more than 30 days or materially alter the instruction so that additional work is required at any stage or if we are instructed to carry out additional work that we consider (in our reasonable opinion) to be either beyond the scope of providing the Valuation or to have been requested after we have finalised our Valuation (including, but not limited to, commenting on reports on title), we will charge additional fees for this work. Such additional fees will be calculated on the basis of a proportion of the total fee by reference to reasonable time and expenses incurred.
- 10.6 Where we agree to accept payment of our fees from a third party, such fees remain due from you until payment is received by us.

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

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

## 12. Portfolios

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

## 13. Land Register inspection and searches

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

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

## 14. Title and burdens

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

## 15. Disposal costs and liabilities

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

## 16. Sources of information

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

## 17. Identity of property to be valued

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

## 18. Boundaries

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

## 19. Planning, highway and other statutory regulations

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

## 20. Property insurance

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

## 21. Building areas and age

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



## 22. Structural condition

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

## 23. Ground conditions

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

## 24. Contamination

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

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

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

## 25. Minerals, timber, airspace etc.

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

## 26. Legal advice

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

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

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

## 27. Covenant

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

## 28. Loan security

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

## 29. Build cost information

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

## 30. Reinstatement assessments

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

**31. Comparable evidence**

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

**32. Valuation bases**

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

**33. Data Protection**

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

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

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

33.3 Without prejudice to the generality of the foregoing, you will not provide us with Personal Data unless the Agreement requires the use of it, and/or we specifically request it from you. By transferring any Personal Data to us you warrant and represent that you have the necessary authority to share it with us and that the relevant Data Subjects have been given the necessary information regarding its sharing and use.

33.4 We may transfer Personal Data you share with us to other Associated Knight Frank Entities and/or group undertakings. Some of these recipients may be located outside of the European Economic Area. We will only transfer such Personal Data where we have a lawful basis for doing so and have complied with the specific requirements of the Data Protection Legislation.

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



## **Appendix 2 Valuation calculation**

**The Island Quarter, Nottingham  
Structured Finance Option**

Summary Appraisal for Merged Phases 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

Currency in £

**REVENUE**

Sales Valuation	Units	ft <sup>2</sup>	Sales Rate ft <sup>2</sup>	Unit Price	Gross Sales
Sales	1	68,695	475.00	32,630,125	32,630,125

**Rental Area Summary**

	Units	ft <sup>2</sup>	Rent Rate ft <sup>2</sup>	Initial MRV/Unit	Net Rent at Sale	Initial MRV	Net MRV at Sale
BTR Hub - Studio	7	2,786	30.43	12,110	63,578	84,770	63,578
BTR Hub - 1 Bed	154	82,390	27.32	14,616	1,688,148	2,250,864	1,688,148
BTR Hub - 2 Bed/3 Person	56	36,792	28.38	18,648	783,216	1,044,288	783,216
BTR Hub - 2 Bed/4 Person	30	22,590	27.81	20,938	471,105	628,140	471,105
Hotel	217	128,930	16.83	10,000	2,170,000	2,170,000	2,170,000
17th Floor	1	8,611	91.38	786,832	786,832	786,832	786,832
Forum	1	31,506	74.35	2,342,562	2,342,562	2,342,562	2,342,562
Spa	1	7,384	75.78	559,570	559,570	559,570	559,570
Co Working	1	33,605	28.00	940,933	940,933	940,933	940,933
Other Income	1			100,000	100,000	100,000	100,000
Parking	1			68,800	68,800	68,800	68,800
Central BTR - Studio	36	14,392	30.29	12,110	326,970	435,960	326,970
Central BTR - 1 Bed	108	57,568	27.42	14,616	1,183,896	1,578,528	1,183,896
Central BTR - 2 Bed/3 Person	55	35,980	28.51	18,648	769,230	1,025,640	769,230
Central BTR - 2 Bed/4 Person	38	28,784	27.64	20,938	596,733	795,644	596,733
Central BTR - 3 Bed/4 Person	9	7,196	30.63	24,494	165,334	220,446	165,334
Other Income	1			100,000	100,000	100,000	100,000
Parking	1			68,820	68,820	68,820	68,820
BTR Remaining - Studio	23	8,995	30.96	12,110	208,898	278,530	208,898
BTR Remaining - 1 Bed	90	48,364	27.20	14,616	986,580	1,315,440	986,580
BTR Remaining - 2 Bed/3 Person	57	37,121	28.63	18,648	797,202	1,062,936	797,202
BTR Remaining - 2 Bed/3 Person	45	34,036	27.68	20,938	706,658	942,210	706,658
BTR Remaining - 3 Bed/4 Person	11	9,006	29.92	24,494	202,076	269,434	202,076
Other Income	1			100,000	100,000	100,000	100,000
Parking	1			63,200	63,200	63,200	63,200
SW BTR - Studio	47	18,865	30.44	12,220	430,755	574,340	430,755
SW BTR - 1 Bed	190	101,436	27.38	14,616	2,082,780	2,777,040	2,082,780
SW BTR - 2 Bed/3 Person	119	77,855	28.50	18,648	1,664,334	2,219,112	1,664,334
SW BTR - 2 Bed/4 Person	95	71,384	27.86	20,938	1,491,833	1,989,110	1,491,833

**The Island Quarter, Nottingham  
Structured Finance Option**

SW BTR - 3 Bed/4 Person	24	18,889	31.12	24,494	440,892	587,856	440,892
Other Income	1			100,000	100,000	100,000	100,000
Parking	1			132,000	132,000	132,000	132,000
Former Engineers Office	1	2,850	20.00	57,000	57,000	57,000	57,000
Distribution Shed	1	17,965	20.00	359,300	359,300	359,300	359,300
Great Northern Warehouse	1	28,395	20.00	567,900	567,900	567,900	567,900
James Alexander Building	1	15,005	20.00	300,100	300,100	300,100	300,100
BTR Additional - Studio	121	48,000	30.53	12,110	1,098,983	1,465,310	1,098,983
BTR Additional - 1 Bed	359	192,000	27.33	14,616	3,935,358	5,247,144	3,935,358
BTR Additional - 2 Bed/3 Person	183	120,000	28.44	18,648	2,559,438	3,412,584	2,559,438
BTR Additional - 2 Bed/4 Person	127	96,000	27.70	20,938	1,994,345	2,659,126	1,994,345
BTR Additional - 3 Bed/4 Person	30	24,000	30.62	24,494	551,115	734,820	551,115
Other Income	1			300,000	300,000	300,000	300,000
Parking	1			229,600	229,600	229,600	229,600
Pavilion	1	20,000	50.00	1,000,000	1,000,000	1,000,000	1,000,000
PBSA - 693 Beds	50			121,897	4,708,855	6,094,855	4,708,855
PBSA - Holiday Income	1			40,248	40,248	40,248	40,248
PBSA - Sundry Income	1			34,650	34,650	34,650	34,650
Office - BioCity	1	164,689	32.00	5,270,048	5,270,048	5,270,048	5,270,048
Unit 1	1	85,000	26.00	2,210,000	2,210,000	2,210,000	2,210,000
Unit 2	1	85,000	26.50	2,252,500	2,252,500	2,252,500	2,252,500
Unit 3	1	85,000	26.50	2,252,500	2,252,500	2,252,500	2,252,500
Unit 4	1	85,000	27.00	2,295,000	2,295,000	2,295,000	2,295,000
Unit 5	1	39,377	27.50	1,082,870	1,082,870	1,082,870	1,082,870
Co Living Studio - Bronze	158			10,128	1,544,216	1,600,224	1,544,216
Co Living Studio - Silver	46			10,968	486,870	504,528	486,870
Co Living Studio - Gold	23			12,096	268,471	278,208	268,471
Parking 1	1	199,998	6.30	1,260,000	1,120,000	1,260,000	1,120,000
Parking 2	1	199,998	6.30	1,260,000	1,120,000	1,260,000	1,120,000
AMEC Lease	1			62,500	62,500	62,500	62,500
<b>Totals</b>	<b>2,538</b>	<b>2,432,742</b>			<b>60,294,799</b>	<b>70,444,020</b>	<b>60,294,799</b>

**Investment Valuation**

**BTR Hub - Studio**

Current Rent 63,578 YP @ 4.3000% 23.2558 1,478,547

**BTR Hub - 1 Bed**

Current Rent 1,688,148 YP @ 4.2500% 23.5294 39,721,129

**BTR Hub - 2 Bed/3 Person**

Current Rent 783,216 YP @ 4.2500% 23.5294 18,428,612

**BTR Hub - 2 Bed/4 Person**

**The Island Quarter, Nottingham  
Structured Finance Option**

Current Rent	471,105	YP @	4.2500%	23.5294	11,084,824
<b>Hotel</b>					
Market Rent	2,170,000	YP @	6.0000%	16.6667	
(6mths Rent Free)		PV 6mths @	6.0000%	0.9713	35,128,172
<b>17th Floor</b>					
Current Rent	786,832	YP @	6.7500%	14.8148	11,656,770
<b>Forum</b>					
Current Rent	2,342,562	YP @	6.7500%	14.8148	34,704,622
<b>Spa</b>					
Current Rent	559,570	YP @	6.7500%	14.8148	8,289,926
<b>Co Working</b>					
Current Rent	940,933	YP @	6.0000%	16.6667	15,682,217
<b>Other Income</b>					
Current Rent	100,000	YP @	5.0000%	20.0000	2,000,000
<b>Parking</b>					
Current Rent	68,800	YP @	5.0000%	20.0000	1,376,000
<b>Central BTR - Studio</b>					
Current Rent	326,970	YP @	4.2500%	23.5294	7,693,412
<b>Central BTR - 1 Bed</b>					
Current Rent	1,183,896	YP @	4.2500%	23.5294	27,856,376
<b>Central BTR - 2 Bed/3 Person</b>					
Current Rent	769,230	YP @	4.2500%	23.5294	18,099,529
<b>Central BTR - 2 Bed/4 Person</b>					
Current Rent	596,733	YP @	4.2500%	23.5294	14,040,776
<b>Central BTR - 3 Bed/4 Person</b>					
Current Rent	165,334	YP @	4.2500%	23.5294	3,890,224
<b>Other Income</b>					
Current Rent	100,000	YP @	5.0000%	20.0000	2,000,000
<b>Parking</b>					
Current Rent	68,820	YP @	5.0000%	20.0000	1,376,400
<b>BTR Remaining - Studio</b>					
Current Rent	208,898	YP @	4.2500%	23.5294	4,915,235
<b>BTR Remaining - 1 Bed</b>					
Current Rent	986,580	YP @	4.2500%	23.5294	23,213,647
<b>BTR Remaining - 2 Bed/3 Person</b>					
Current Rent	797,202	YP @	4.2500%	23.5294	18,757,694
<b>BTR Remaining - 2 Bed/3 Person</b>					
Current Rent	706,658	YP @	4.2500%	23.5294	16,627,235
<b>BTR Remaining - 3 Bed/4 Person</b>					
Current Rent	202,076	YP @	4.2500%	23.5294	4,754,718

**The Island Quarter, Nottingham  
Structured Finance Option**

**Other Income**

Current Rent 100,000 YP @ 5.0000% 20.0000 2,000,000

**Parking**

Current Rent 63,200 YP @ 5.0000% 20.0000 1,264,000

**SW BTR - Studio**

Current Rent 430,755 YP @ 4.2500% 23.5294 10,135,412

**SW BTR - 1 Bed**

Current Rent 2,082,780 YP @ 4.2500% 23.5294 49,006,588

**SW BTR - 2 Bed/3 Person**

Current Rent 1,664,334 YP @ 4.2500% 23.5294 39,160,800

**SW BTR - 2 Bed/4 Person**

Current Rent 1,491,833 YP @ 4.2500% 23.5294 35,101,941

**SW BTR - 3 Bed/4 Person**

Current Rent 440,892 YP @ 4.2500% 23.5294 10,373,929

**Other Income**

Current Rent 100,000 YP @ 5.0000% 20.0000 2,000,000

**Parking**

Current Rent 132,000 YP @ 5.0000% 20.0000 2,640,000

**Former Engineers Office**

Current Rent 57,000 YP @ 7.0000% 14.2857 814,286

**Distribution Shed**

Current Rent 359,300 YP @ 7.0000% 14.2857 5,132,857

**Great Northern Warehouse**

Current Rent 567,900 YP @ 7.0000% 14.2857 8,112,857

**James Alexander Building**

Current Rent 300,100 YP @ 7.0000% 14.2857 4,287,143

**BTR Additional - Studio**

Current Rent 1,098,983 YP @ 4.2500% 23.5294 25,858,412

**BTR Additional - 1 Bed**

Current Rent 3,935,358 YP @ 4.2500% 23.5294 92,596,659

**BTR Additional - 2 Bed/3 Person**

Current Rent 2,559,438 YP @ 4.2500% 23.5294 60,222,071

**BTR Additional - 2 Bed/4 Person**

Current Rent 1,994,345 YP @ 4.2500% 23.5294 46,925,753

**BTR Additional - 3 Bed/4 Person**

Current Rent 551,115 YP @ 4.2500% 23.5294 12,967,412

**Other Income**

Current Rent 300,000 YP @ 5.0000% 20.0000 6,000,000

**Parking**

Current Rent 229,600 YP @ 5.0000% 20.0000 4,592,000

**The Island Quarter, Nottingham  
Structured Finance Option**

<b>Pavilion</b>					
Market Rent	1,000,000	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	15,723,270
<b>PBSA - 693 Beds</b>					
Current Rent	4,708,855	YP @	5.2500%	19.0476	89,692,476
<b>PBSA - Holiday Income</b>					
Current Rent	40,248	YP @	5.2500%	19.0476	766,629
<b>PBSA - Sundry Income</b>					
Current Rent	34,650	YP @	5.2500%	19.0476	660,000
<b>Office - BioCity</b>					
Market Rent	5,270,048	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	88,424,618
<b>Unit 1</b>					
Market Rent	2,210,000	YP @	6.5000%	15.3846	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.5000%	0.9099	30,935,312
<b>Unit 2</b>					
Market Rent	2,252,500	YP @	6.5000%	15.3846	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.5000%	0.9099	31,530,222
<b>Unit 3</b>					
Market Rent	2,252,500	YP @	6.5000%	15.3846	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.5000%	0.9099	31,530,222
<b>Unit 4</b>					
Market Rent	2,295,000	YP @	6.5000%	15.3846	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.5000%	0.9099	32,125,132
<b>Unit 5</b>					
Market Rent	1,082,870	YP @	6.5000%	15.3846	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.5000%	0.9099	15,157,887
<b>Co Living Studio - Bronze</b>					
Current Rent	1,544,216	YP @	5.0000%	20.0000	30,884,320
<b>Co Living Studio - Silver</b>					
Current Rent	486,870	YP @	5.0000%	20.0000	9,737,400
<b>Co Living Studio - Gold</b>					
Current Rent	268,471	YP @	5.0000%	20.0000	5,369,420
<b>Parking 1</b>					
Current Rent	1,120,000	YP @	6.5000%	15.3846	17,230,769
<b>Parking 2</b>					
Current Rent	1,120,000	YP @	6.5000%	15.3846	17,230,769
<b>AMEC Lease</b>					
Current Rent	62,500	YP @	5.0000%	20.0000	1,250,000
					<b>1,160,216,632</b>

**The Island Quarter, Nottingham  
Structured Finance Option**

**GROSS DEVELOPMENT VALUE** **1,192,846,757**

Purchaser's Costs		(72,705,786)	
Effective Purchaser's Costs Rate	6.69%		(72,705,786)

**NET DEVELOPMENT VALUE** **1,120,140,970**

Sales Agent Fee	1.00%	(11,042,484)	
Sales Legal Fee	0.50%	(5,521,242)	
			(16,563,726)

**NEGATIVE LAND ALLOWANCE**

Residualised Price		11,472,228	
			11,472,228

**NET REALISATION** **1,115,049,473**

**OUTLAY**

**ACQUISITION COSTS**

Residualised Price		104,537,133	
			104,537,133

Negative Land Allowance	(11,472,228)		
<i>Net Land Cost</i>	<i>93,064,905</i>		

Stamp Duty		5,051,856	
Agent Fee	1.00%	910,977	
Legal Fee	0.50%	455,488	
Town Planning		1,355,000	
			7,773,321

**CONSTRUCTION COSTS**

<b>Construction</b>	<b>Units</b>	<b>Unit Amount</b>	<b>Cost</b>
Construction	1 un	115,000,000	115,000,000
Construction Costs	1 un	47,673,456	47,673,456
BTR Remaining	1 un	45,546,440	45,546,440
South Warehouse BTR	1 un	95,542,017	95,542,017
North Warehouse BTR	1 un	27,246,649	27,246,649
BTR Additional	1 un	158,976,184	158,976,184
PBSA	1 un	59,000,000	59,000,000
Co Living	<u>1 un</u>	<u>20,353,459</u>	<u>20,353,459</u>

**The Island Quarter, Nottingham  
Structured Finance Option**

<b>Totals</b>			<b>569,338,205</b>	
	<b>ft<sup>2</sup></b>	<b>Build Rate ft<sup>2</sup></b>	<b>Cost</b>	
Pavilion	20,000	27.50	550,000	
Office - BioCity	200,146	260.47	52,131,494	
Unit 1	100,000	200.00	20,000,000	
Unit 2	100,000	200.00	20,000,000	
Unit 3	100,000	200.00	20,000,000	
Unit 4	100,000	200.00	20,000,000	
Unit 5	46,326	200.00	9,265,200	
Parking 1	199,998	40.00	7,999,920	
Parking 2	<u>199,998</u>	40.00	<u>7,999,920</u>	
<b>Totals</b>	<b>2,603,843</b>		<b>157,946,534</b>	
Contingency		3.00%	21,802,042	
Spend to Date			(17,117,846)	
				731,968,935

**Other Construction**

Central Costs			8,730,000	
Utilities			2,000,000	
Roads and Footpaths			2,000,000	
On-Site Electrical			400,000	
Soft Costs			3,050,191	
FF&E			8,500,000	
Soft Costs			1,680,000	
FF&E			1,500,000	
Soft Costs			1,581,030	
FF&E			1,357,450	
Soft Costs			2,170,000	
FF&E			3,000,000	
Soft Costs			2,234,952	
FF&E			1,063,285	
Soft Costs			5,518,458	
FF&E			4,738,070	
Soft Costs			1,946,240	
FF&E			1,000,000	
Utility Connection			150,000	
Soft Costs			1,143,135	
FF&E			2,148,750	
				55,911,561

**Section 106 Costs**



**APPRAISAL SUMMARY****KNIGHT FRANK LLP****The Island Quarter, Nottingham  
Structured Finance Option**

Section 106 Highways Contribution		4,186,000	4,186,000
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**PROFESSIONAL FEES**

Professional Fees	10.00%	5,228,149	5,228,149
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**MARKETING & LETTING**

Marketing		1,145,000	
Letting Agent Fee	10.00%	6,321,177	
MCD Legal fee - AFL & Lease	5.00%	548,838	
Letting Legal Fee	5.00%	2,611,750	
			10,626,765

**Additional Costs**

Hotel & BTR Dev. Management Fee	2.00%	2,531,004	
Central BTR Dev. Management Fee	2.00%	1,045,673	
BTR Remaining Dev. Management Fee	2.00%	997,026	
South Warehouse Dev. Management Fee	2.00%	2,071,566	
North Warehouse Dev. Management Fee	2.00%	627,246	
BTR Additional Dev. Management Fee	2.00%	3,480,040	
PBSA Dev. Management Fee	2.00%	1,274,325	
Office BioCity Dev. Management Fee	4.00%	2,147,818	
Office Dev. Management Fee	2.00%	1,838,863	
Co Living Dev. Management Fee	2.00%	485,119	
Parking 1 Dev. Management Fee	2.00%	164,798	
Parking 2 Dev. Management Fee	2.00%	164,798	
			16,828,276

**Interest and Fees**

Interest paid to Debt Sources:			
Debt External (6.500%)	12,114,233		
Total Interest paid to Debt Sources:		12,114,233	
Total Interest Paid			12,114,233
Debt Financing Fees			
Debt External - Arrangement Fee (1.000%) (Single)		4,366,175	
Debt External - Non Utilisation Fee (1.500% pa) (Quarterly)		13,128,043	
Total Debt Financing Fees			17,494,218

**The Island Quarter, Nottingham  
Structured Finance Option**

<b>Total Interest and Fees</b>			<b>29,608,452</b>
<b>TOTAL COSTS</b>			<b>966,668,592</b>
<b>PROFIT</b>			
Equity - LIM			
Residual Percentage (100.00%)	148,380,881		
		148,380,881	
			<b>148,380,881</b>

**Performance Measures**

Profit on Cost%	15.35%
Profit on GDV%	12.44%
Profit on NDV%	13.25%
Development Yield% (on MRV)	6.24%
Equivalent Yield% (Nominal)	5.09%
Equivalent Yield% (True)	5.26%
Ungeared IRR%	12.52%
Project Geared IRR% (without Interest)	12.32%
Equity IRR% (without Interest)	11.88%
Return on Equity%	41.55%
Rent Cover	2 yrs 1 mth

**After Tax Performance Measures**

Project Geared IRR% (without Interest)	12.32%
Equity IRR% (without Interest)	11.88%
Return on Equity%	41.55%