

# Value and Risk Advisory Valuation Report

**Client:** Cityvarasto Oyj

**Property:** Cityvarasto Portfolio of Self Storage Assets in Finland  
(Freehold & Leasehold only)

**Date:** 12.9.2025

Unless you are the Client or an Addressee named within this Valuation 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 Valuation Report, Jones Lang LaSalle Finland Oy does not owe or assume any duty of care to you in respect of the contents of this Valuation Report and you are not entitled to rely upon it.

## Appendices

**Appendix 1**.....General Terms and Conditions

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12<sup>th</sup> September 2025

Cityvarasto Oyj  
Vetokuja 4  
01610 Vantaa  
Finland

Jones Lang LaSalle Finland Oy  
Keskuskatu 7  
FI-00100 Helsinki  
Finland

And

Skandinaviska Enskilda Banken AB (publ) Helsinki Branch  
Eteläesplanadi 18  
00130 Helsinki  
Finland

(each an Addressee only as set out below)

Dear Directors

## Terms of Reference

### Addressee:

The client for the purposes of the Instruction is the Company. This Valuation Report is addressed to:

- 1) Cityvarasto Oyj, Vetokuja 4, 01610 Vantaa, Finland And
- 2) Skandinaviska Enskilda Banken AB (publ) Helsinki Branch, Eteläesplanadi 18, 00130 Helsinki, Finland

Together the "**Addressees**".

For the avoidance of doubt, the Company will be our client of record and we will only take instruction from the Company and not any of the other Addressees.

### Instruction and Purpose of Valuation:

In accordance with our letter of engagement dated 9 July 2025 we are instructed to provide Cityvarasto Oyj and Skandinaviska Enskilda Banken AB (publ) Helsinki Branch (the "**Client**", "**Company**", "**you**", "**your**") with a report in a form compliant with the Prospectus Regulation (EU) 2017/1129, ESMA's updated CESR recommendations (ESMA/2013/319), Securities Market Act (746/2012) and Nasdaq First North Growth Market Rulebook (the "**Regulations**") (the "**Valuation Report**"), for the purposes of inclusion in the scheme document to be published by the Company (the "**Scheme Document**") (the "**Purpose**") in connection with your proposed listing for an IPO on Nasdaq First North Growth Market Finland Marketplace (the "**Proposed Transaction**") (the "**Instruction**").

We acknowledge that the Valuation Report will be published in connection with the Scheme Document in accordance with the Regulations.

Our valuation and Valuation Report has been undertaken in accordance with the current RICS Valuation – Global Standards, which incorporates the International Valuation Standards (together the "**RICS Red Book**").

For the purposes of the Regulations, 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, the information contained in this valuation report is in accordance with the facts and contains no omissions likely to affect its import. This

valuation report complies with the Prospectus Regulation (EU) 2017/1129, ESMA update of the CESR recommendations (ESMA/2013/319) and the Securities Markets Act (746/2012) and we authorise its content for the purposes of Prospectus Regulation (EU) 2017/1129, ESMA update of the CESR recommendations (ESMA/2013/319) and the Securities Markets Act (746/2012). Jones Lang LaSalle Finland Oy has given its consent to the inclusion of this valuation report in the Finnish language Scheme Document, which is approved by the Finnish Financial Supervisory Authority, and in the unofficial English language offering circular.

The Properties have been valued by Clive drury who is qualified for the purposes of the valuation in accordance with the Regulations.

**Property Address & Tenure:  
(each a “Property”  
and together “The  
Properties”)**

Asset No.	Property Name	Property Address	Tenure
1	Espoo Kivenlahti	Ruukinmestarintie 5-7, 2330 Espoo, Finland	Freehold
2	Espoo Laajalahti	Kirvuntie 22, 2140 Espoo, Finland	Freehold
3	Espoo Leppävaara	Vallikallionkatu 7, 2650 Espoo, Finland	Freehold
4	Espoo Nihtisilta	Nihtisillankuja 5, 2630 Espoo, Finland	Freehold
5	Espoo Niittykumpu	Taivalmäki 9, 2200 Espoo, Finland	Freehold
6	Espoon keskus	Kamreeritie 10, 2770 Espoo, Finland	Freehold
7	Hämeenlinna Kankaantausta	Virvelitie 12, 13100 Hämeenlinna, Finland	Freehold
8	Helsinki Herttoniemi	Kirvesmiehenkatu 10, 880 Helsinki, Finland	Freehold
9	Helsinki Jakomäki	Jakomäentie 1 A, 770 Helsinki, Finland	Leasehold
10	Helsinki Konala	Hankasuontie 6, 390 Helsinki, Finland	Freehold
11	Helsinki Lauttasaari	Veneentekijäntie 16, 210 Helsinki, Finland	Leasehold
12	Helsinki Malmi	Malminkaari 10, 700 Helsinki, Finland	Freehold
13	Helsinki Metsälä	Läkkisepänkuja 7, 620 Helsinki, Finland	Leasehold
14	Helsinki Oulunkylä	Kylänvanhimmantie 29, 640 Helsinki, Finland	Leasehold
15	Helsinki Pasila	Maistraatinportti 4, 240 Helsinki, Finland	Leasehold
16	Helsinki Pitäjänmäki	Karvaamokuja 6, 380 Helsinki, Finland	Leasehold
17	Helsinki Roihupelto	Levytie 2-4, 880 Helsinki, Finland	Leasehold
18	Hyvinkää Hämeenkatu	Munckinkatu 12 / Hämeenkatu 66 L 3, 5880 Hyvinkää, Finland	Freehold

19	Hyvinkää Veikkari	Helletorpankatu 39, 5840 Hyvinkää, Finland	Freehold
20	Järvenpää Sorto	Pietolankatu 11, 4410 Järvenpää, Finland	Freehold
21	Joensuu Noljakka	Nuottaniementie 2, 80140 Joensuu, Finland	Leasehold
22	Jyväskylä Kirri	Kirrinkuja 1, 40270 Jyväskylä, Finland	Freehold
23	Kerava Ahjo	Ketjutie 3, 4220 Kerava, Finland	Freehold
24	Kotka Hovinsaari	Liitulahdentie 3, 48210 Kotka, Finland	Freehold
25	Kouvola Kasarminmäki	Prikaatintie 3, 45100 Kouvola, Finland	Freehold
26	Kouvola Kuusankoski	Puistokatu 1, 45700 Kuusankoski, Finland	Freehold
27	Kuopio Haapaniemi	Tehdaskatu 10, 70620 Kuopio, Finland	Leasehold
28	Kuopio Levänen	Satulasepäkatu 3, 70700 Kuopio, Finland	Leasehold
29	Mikkeli Keskusta	Yrittäjänkatu 10, 50130 Mikkeli, Finland	Freehold
30	Lahti Sopenkorpi	Okeroistentie 1, 90530 Lahti, Finland	Leasehold
31	Lahti Tonttila	Salonaukio 9, 15170 Lahti, Finland	Freehold
32	Oulu Alppila	Kaarnatie 24, 90530 Oulu, Finland	Leasehold
33	Oulu Rusko	Posanlenkki 14, 90620 Oulu, Finland	Leasehold
34	Oulu Liitintie	Liitintie 14, 90620 Oulu, Finland	Leasehold
35	Oulu Limingantulli	Jääsalontie 12, 90400 Oulu, Finland	Leasehold
36	Pori Impola	Ojantie 14, 28130 Pori, Finland	Leasehold
37	Porvoo Tarmola	Kisällintie 6, 6150 Porvoo, Finland	Freehold
38	Salo keskusta	Mariankatu 19, 24240 Salo, Finland	Leasehold
39	Savonlinna keskusta	Olavinkatu 45, 57100 Savonlinna, Finland	Freehold
40	Seinäjoki Päivölä	Kullervonkatu 5, 60120 Seinäjoki, Finland	Freehold
41	Tampere Armonkallio	Lapintie 26, 33100 Tampere, Finland	Leasehold
42	Tampere Viinikankulma	Viinikankatu 1b, 33100 Tampere, Finland	Freehold

43	Turku Pitkämäki	Pitkämäenkatu 9, 20250 Turku, Finland	Freehold
44	Tuusula Hyrylä	Rykmentintie, 4300 Tuusula, Finland	Freehold
45	Vaasa Liisanlehto	Liisalehdontie 2, 65380 Vaasa, Finland	Freehold
46	Vantaa Kaivoksela	Vetokuja 4, 1610 Vantaa, Finland	Freehold
47	Vantaa Varisto	Martinkyläntie 43, 1720 Vantaa, Finland	Freehold
48	Ylöjärvi keskusta	Teollisuustie 4, 33470 Ylöjärvi, Finland	Freehold
49	Kerava Jäspilä	Ratapellonkuja 3, 4250 Kerava, Finland	Freehold
50	Tampere Varastokatu	Yliopistonkatu 46 C, 33100 Tampere, Finland	Freehold
51	Riihimäki Keskusta	Välittäjä 3, 11100 Riihimäki, Finland	Freehold
52	Järvenpää Keskusta	Seutulantie 3, 04410 Järvenpää, Finland	Freehold

**Reliance:**

This Valuation Report is addressed as follows:

For the purposes of the Regulations, we are responsible for this Valuation Report and accept responsibility for the information contained in this Valuation Report and confirm that to the best of our knowledge (having taken all reasonable care to ensure this is the case), the information contained in the Valuation Report is in accordance with the facts and contains no omissions likely to affect its import. This Valuation Report complies with the Regulations and we authorise its content for the purposes of the Proposed Transaction.

This Valuation Report is addressed jointly to the Addressees specifically for the Purpose and is for the use of and may be relied upon by the Addressees of this Valuation Report and strictly for the Purpose set out herein. Save in respect of such Addressees and as provided for in the Nasdaq First North Growth Market Rulebook (together the **"Relying Parties"**), third parties may not rely on it.

No reliance may be placed on draft versions of the Valuation Report.

We are not acting as valuers of the Company itself; the valuation function for the Company and the setting of the Net Asset Value of the Company remains with the Company. Our role is limited to providing valuations of the Properties in accordance with the RICS Red Book and the terms set out in our report.

This Valuation Report is produced for the Purpose only and may not be reproduced or used in connection with any other purpose without our prior consent.

If we extend our liability beyond the Relying Parties, we will charge an additional fee and this extension would be on the basis that all other parties will be subject to the full terms of our instructions including our liability cap in aggregate.

Save in respect of our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation (which is not excluded or limited in any way):

- a) we shall under no circumstances whatsoever be liable for any indirect or consequential loss arising out of or in connection with the Valuation Report; and
- b) our total liability in respect of all losses arising out of or in connection with this report, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the monetary amount agreed between us and the Addressees, as set out in the Instruction. This amount shall be an aggregate cap on our liability to all Addressees together.

In no circumstances will we have any responsibility or liability in connection with any investment decision made prior to this Valuation Report.

Important Notice to all readers of this Valuation Report: unless you are the Client or an Addressee named within this Valuation 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 Valuation Report, Jones Lang LaSalle Finland Oy does not owe or assume any duty of care to you in respect of the contents of the Valuation Report and you are not entitled to rely upon it.

**Tenure:**

As set out in the Property Address table above.

**Legal Due Diligence**

Your legal advisor has provided a Due Diligence Report dated 9 July 2025 which provides your direct or indirect subsidiaries', registered freehold title or leasehold possession of each respective property, including confirmation of your ownership of shares in such subsidiaries. This has been provided to JLL for review, and we can confirm good and marketable title (Freehold or Leasehold). We have relied on information provided in these reports and should any relevant information be discovered that has not been included in this document we reserve the right to revise our valuation.

<b>Valuation Date:</b>	30 June 2025
<b>Instruction Date:</b>	9 July 2025
<b>Basis of Valuation:</b>	<p>As required by the Regulations, we confirm that our valuation and this Valuation Report have been prepared in accordance with the current RICS Red Book on the basis of Market Value as defined fully in Appendix 3. We have acted as external valuers of the assets detailed in the Property Address table above.</p> <p>Market Value: <i>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.</i></p> <p>This Valuation Report is subject to, and should be read in conjunction with, our General Terms and Conditions of Business which are attached in Appendix 1 and our General Principles Adopted in the Preparation of Valuations and Reports which are attached in Appendix 2.</p> <p>No allowance has been made for any expenses of realisation, or for taxation (including VAT), which might arise in the event of a disposal and the property has been considered free and clear of all mortgages or other charges which may be secured thereon.</p> <p>We have assumed that in the event of a sale of the Properties, they would be marketed in an orderly manner and would not all be placed on the market at the same time.</p>
<b>Assumptions:</b>	<p><b><u>Special Assumptions</u></b></p> <p>None</p> <p><b><u>Assumptions</u></b></p> <p>We have assumed that the information made available to us by Cityvarasto and publicly accessible is correct and up to date. A check of any characteristics of the assets is only carried out within the data package accessible to us.</p> <p>Our valuation is based upon a visual inspection of accessible areas only. We have not carried out a structural survey, nor any tests on any services. We have not conducted any investigations into environmental contaminants or deleterious materials and neither have we carried out an environmental risk assessment. We have considered any significant Environmental, Social and Governance (ESG) factors as valuers and not as technical ESG experts. We have not measured the Properties and have relied upon the floor areas provided, assuming they are accurate.</p> <p>Your attention is drawn to the General Principles attached to this report in Appendix 2 for details of the limits of our investigations made for this Valuation Report.</p>
<b>Software:</b>	The valuation has been undertaken using our bespoke in-house excel self storage model.
<b>Inspection</b>	All assets have been inspected during the last 24 months.
<b>Personnel:</b>	<p>The valuations have been prepared by Clive Drury FRICS, and for the purpose of this report, the 'responsible valuer'. Kimmo Kostiainen MRICS AKA and Ian Thompson MRICS have provided valuation support.</p> <p>We confirm the personnel responsible for this valuation are in a position to provide an objective and unbiased valuation and are competent to undertake the valuation assignment in accordance with the RICS Red Book and are RICS Registered Valuers.</p>



**Status:**

In preparing these valuations we have acted as external valuers (as defined in the RICS Red Book), subject to any Disclosures.

**Disclosure and Regulatory Compliance:**

We confirm our ongoing appointment to carry out annual valuations of the Properties since 31 December 2024. We do not consider this, in our professional opinion, to be a threat to our objectivity and ability to act with independence.

We confirm that neither the individual valuers, nor JLL, have any material connection to any party in the Proposed Transaction nor any personal interest in the Company, the Addressees or the Properties, other than our appointment by the Company to carry out annual valuations, which would cause us or them to cease to qualify as an "Independent Valuer" for the purposes of the Regulations. We undertake in favour of the Company that we shall not take any actions which would cause us or the relevant valuers to cease to qualify as an 'Independent Valuer' for the duration of the Instruction.

In our firm's preceding financial year the proportion of total fees payable by the Company commissioning this valuation was less than 5% of the firm's total fee income.

It is not anticipated there will be a material increase in the proportion of fees payable to the firm by the Company commissioning this Valuation Report since the end of the last financial year or in the next financial year.

We have an adequate policy in place regarding rotation of signatories and we do not consider that a rotation of signatories is currently required.

For the purposes of the Regulations, 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.

**Sources of Information:**

We have inspected the premises and carried out enquiries regarding historic trading data, planning issues and investment considerations.

This report is prepared on the assumption that the Client has good and marketable title to the Properties and there are no matters which would ordinarily be reported or referenced in a Report on Title/ Certificate of Title which may have an impact on the valuations contained herein.

We have been provided with the following by Cityvarasto Oyj:

- Financial trading information
- Floor areas
- Real Estate Legal Due Diligence Report dated 9 July 2025

We have relied upon the information provided.

**Market Value:**

**€197,230,000**

**(One Hundred Ninety-Seven Million Two-Hundred Thirty Thousand Euros)**

Aggregate value of the individual leasehold and freehold properties.

While it should be noted that the guidance set out in the RICS Red Book envisages the assets being valued and sold individually over a reasonable period depending on market circumstances at the time, the valuation of the portfolio as a whole may produce a greater or lesser figure than the aggregate value of the individual properties.

The distribution of the number and total value of properties by ownership basis is presented in the table below.

<b>Tenure</b>	<b>No. Properties</b>	<b>Aggregate Total Market Value</b>
<b>Freehold</b>	<b>34</b>	<b>€146,430,000</b>
<b>Leasehold</b>	<b>18</b>	<b>€50,800,000</b>
<b>Total</b>	<b>52</b>	<b>€197,230,000</b>

In addition, we have set out below the aggregate value of the individual properties split by geographic category as requested by Cityvarasto. Note that the apportionment is stated in % of total and is rounded.

<b>Geographic Categories</b>	<b>Definition</b>	<b>Approx. % of Market Value</b>
<b>1. Helsinki Region</b>	(Helsinki, Espoo, Vantaa, Järvenpää, Kerava, Hyvinkää & Tuusula)	<b>65.3%</b>
<b>2. Turku &amp; Tampere</b>	(Tampere, Turku & Ylöjärvi)	<b>12.4%</b>
<b>3. 'University Cities'</b>	(Joensuu, Jyväskylä, Kuopio, Lahti, Oulu & Vaasa)	<b>13.4%</b>
<b>4. Regional Locations</b>	(Hämeenlinna, Kotka, Kouvola, Mikkeli, Pori, Porvoo, Salo, Savonlinna, Seinäjoki & Riihimäki)	<b>8.9%</b>
<b>TOTAL</b>		<b>100.0%</b>

#### **Purchaser's Costs:**

According to normal market practice in Finland, the purchaser's costs are not reflected in the valuation.

For properties owned as MREC Stamp Duty Tax is 1.5% of the sale price and for directly owned properties it is 3.0 %. Standard market rates for agents and legal fees plus VAT amounts to 1.5%.

## Method Statement:

The valuation of self storage property is undertaken in accordance with VPGA 4 Valuation of individual trade related properties. As such our valuation is based upon a fully equipped operational entity and the inclusion of:

- The legal interest in the land and buildings;
- The trade inventory, usually comprising all trade fixtures, fittings, furniture, furnishings and equipment;
- The market's perception of the trading potential, excluding personal goodwill, together with an assumed ability to obtain and renew all existing licences, consents, certificates and permits; and
- The value of any pre-payments from customers for periods after the valuation date.
- We also assume that upon sale, the operator will follow our experience in recent transactions, and will:
- Transfer all customer self storage licences as well as standing order and direct debit mandates;
- Include in the sale either the brand under which the properties operate, or will undertake to divert all web and telephone based customer queries for a reasonable duration;
- and undertake to provide short term management support as part of an orderly handover of the Property.

We have adopted both the profits method of valuation, as well as the direct comparison method based on recent transactions in the sector. In our experience in recent transactions, the main method of pricing by purchasers is a discounted cash flow, which is then cross checked with a simple multiplier on current earnings.

The 'profits' method of valuation considers the cash flow generated by the trading potential of the self storage facility. Due to the specialised design and use of the buildings, the value is typically based on their ability to generate income from operating as self storage facilities. Valuations of trading assets are derived from their potential earnings before interest, taxes, depreciation and amortisation (EBITDA).

The 'comparison' method considers recent transactions where self storage properties have sold, and then devalues them based on the size of the property. This is then adjusted to reflect differences in location, physical characteristics, local demand / supply, tenure and trading levels.

### Profits Method: Reasonably Efficient Operator

In undertaking the valuation, the Red Book requires us to make an assessment of the Fair Maintainable Turnover ("FMT"), and Fair Maintainable Operating Profit ("FMOP") that could be generated at the properties by a Reasonably Efficient Operator ("REO").

A REO requires the valuer to assume that the market participants are competent operators, who act in an efficient manner. It excludes any personal goodwill from the current operator. The FMT is the income that a REO would achieve on the assumption that the property is fully and properly equipped. The FMOP is the net income after deduction of all costs and outgoings of the REO, including appropriate levels of annual expenditure on items such as refurbishment

We have constructed a discounted cash flow model. This sets out our assumptions on the underlying cash flow that we believe could be generated by a REO at the property, both at the valuation date and in the near future as the property increases occupancy and tries to increase the rent charged to customers. Judgements are made as to the trading potential and likely long term sustainable occupancy. Stable occupancy depends upon the nature of demand, size of property and nearby competition, and allows for a reasonable vacancy rate to enable the operator to sell units to new customers.

Income for the cash flow is calculated by estimating the trading performance with reference to benchmarks from the self storage industry and has regard to a reasonable operator's business plan and trading information.

- Future income from self storage is calculated by multiplying the rental rate achieved by the occupancy during each year.
- The income per square foot is increased to reflect the occupancy levels, local competition, and reaches a maximum level at maturity.
- Income from letting unfitted out space (referred to as 'bulk') is also included: when the existing self storage accommodation is occupied then 'bulk' accommodation is converted to more valuable self storage use. The Current Lettable Area ("CLA") is the total area of units fitted out. The Maximum Lettable Area ("MLA") is the total area that the facility is able to accommodate once it is fully fitted.
- Other income such as retail – the net margin from the sales of packaging materials, padlocks and insurance – is calculated on a percentage rate of the self storage income. If appropriate this is varied each year.

Expenditure is deducted and is estimated in a similar fashion to income:

- The costs that a REO would incur for business rates, staff costs, repair and maintenance, utilities, marketing and bad debts are assumed.
- An operator's charge is deducted which takes account of the central costs of the operator. The industry typically adopts 7% of revenue subject to a cap and collar, which is also at the same rate that would be charged by external management teams in the sector.
- Costs of capital expenditure are deducted relating to the fit out of space, but also a long-term capital expenditure requirement which is akin to a sinking fund for long term renewals.

The cash flow runs for an explicit period of 10 years, after which we capitalise at an all risks yield which reflects the implicit future growth of the business, or a hypothetical sale. This is a valuer's shortcut: maintaining the cash flow into perpetuity would provide the same result.

The model is in current day prices – and is therefore a real model as opposed to a nominal model. Outturn revenues and growth rates are net of inflationary increases.

We have discounted the FMOP at an appropriate rate to reflect the risks inherent in the cash flows. In determining the discount rate, we have had regard to:

- The Weighted Average Cost of Capital (WACC) – which applies a blend of the cost of debt and the required equity returns to determine an average cost of capital – which reflects the supply of debt and equity in the market;
- Our knowledge of recent transactions, and the resultant IRR from the future cash flows; and

- Target returns in other asset types (such as managed workspace) with adjustments made to reflect differences in the risk profile and liquidity differences.

We have then tested the sensitivity of the cash flow to see the impact of changes in the value when key variables are changed including:

- The Discount Rate and Capitalisation Rate; and
- Rate of growth in both costs and income.

In coming to our opinion of the Market Value, it is very important to see how sensitive the valuation is to small changes in inputs. From this sensitivity analysis, we can see the impact of changes and the risks inherent in the future cash flow earnings – which we have been able to consider in the selection of our discount rate.

As a check on the discounted cash flow approach, and a comparable approach in its own right, we have divided the net present value from the profit's method by the MLA of each property to give a simple capital value per square foot.

We have compared this to recent transactions in the marketplace which our valuers have been involved with in recent years and adjusted for differences which are set out above.

**Confidentiality and  
Publication:**

This Valuation Report is addressed to the Addressees for the Purpose. No responsibility whatsoever will be accepted to any third party (other than the Relying Parties) and, subject to the terms of the Instruction, neither the whole of the Valuation Report, nor any part nor any references thereto can be published in any document, statement or circular nor in any communication with third parties without our prior written approval (which shall be at our sole discretion, subject to the terms of the Instruction) and our approval of the form and context in which it will appear.

We have provided a consent letter in accordance with Nasdaq First North Growth Market Rulebook which provides (i) that we have given and not withdrawn our prior written consent to the publication of this Valuation Report in the Scheme Document; (ii) that we consent to the form and context in which this Valuation Report appears in the Scheme Document, and (iii) that for the purposes of Regulations, 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.

Subject to the terms of the Instruction, neither the whole of this Valuation Report nor any part, nor reference thereto may be published in documents other than the Scheme Document and/or any other announcements, documents and or supplementary documents released by the Company in relation to the Proposed Transaction without our prior written approval of the form and context in which it will appear. Our approval is not required if disclosure is (i) made on a non-reliance basis by an Addressee to its group companies, officers, employees, agents, insurers, auditors, bankers and/or professional advisers of its group companies in connection with the Proposed Transaction, (ii) compelled by applicable law, regulation or the rules of any stock exchange, a court of competent jurisdiction or other competent judicial or governmental body, (iii) for the Purpose. We acknowledge that this Valuation Report will be made available for inspection and published by Cityvarasto Oyj in connection with the Scheme Document and in the unofficial English language offering circular.

If at any stage it is intended to include the valuation or this Valuation Report, or any reference thereto, in any prospectus, circular to shareholders or similar public document which does not constitute the Scheme Document and/or any other announcements, documents and or supplementary documents released by the Company in relation to the Proposed Transaction, our specific consent will be required. It would only be given following clarification of any additional liability, and an additional fee may be payable (which shall be at our sole discretion). We may also, if appropriate, require the Valuation Report to be revised to incorporate an adequate description of the terms of our engagement.

We acknowledge that the Potential Transaction is confidential, and that information received by us may constitute non-public price sensitive information.

Yours Sincerely,



**Clive Drury** FRICS  
**Value and Risk Advisory**



**Kimmo Kostianen** AKA MRICS  
**Value and Risk Advisory**



**Ian Thompson** MRICS  
**Value and Risk Advisory**

**Jointly for and on behalf of Jones Lang LaSalle Finland Oy**

## APPENDIX 1

# General Terms and Conditions of Business for Valuations: EMEA

## 1. AGREEMENT.

1.1. These Terms together with any Engagement (see below for the defined term) set out the terms on which JLL will provide the Services to the Client. Each of the provisions provided in the Agreement are severable and distinct from the others.

1.2. The Engagement shall prevail to the extent of any conflict between the Terms, and the Engagement. The Agreement supersedes any previous arrangement concerning its subject matter. Unless the Parties agree otherwise, these Terms shall apply to any future instructions from the Client, although such instructions may be subject to a separate Engagement.

## 2. INTERPRETATION.

The following definitions and rules of interpretation apply in these Terms:

### 2.1. Definitions.

**“Affiliates”** includes in relation to either Party each and any subsidiary or holding company of that Party and each and any subsidiary of a holding company of that Party and any business entity from time to time controlling, controlled by, or under common control with, either Party, and “holding company” or “subsidiary” shall be understood as defined in applicable Governing law;

**“Agreement”** means any Engagement and these Terms together;

**“Client”** means the Party who enters into the Agreement with JLL;

**“Data Protection Legislation”** means the data privacy laws and regulations in force from time to time in the Jurisdiction;

**“Engagement”** means the agreement, letter of engagement or engagement agreement or email and any schedules / appendices sent to the Client by JLL (or agreed in writing) which sets out details of the Services to be provided to the Client pursuant to the Agreement;

**“Governing Law”** means the law applicable to the Services as set out in the relevant Engagement;

**“Insolvent”** means in relation to:

(a) a company (including any body corporate), that it:

- (i) is unable to pay its debts as they fall due;
- (ii) becomes or is deemed insolvent;
- (iii) has a notice of intention to appoint an administrator filed at Court in respect of it, has an administrator appointed over, or has an administration order in relation to it, or has appointed a receiver or an administrative receiver over, or an encumbrancer takes possession of or sells the whole or part of its undertaking, assets, rights or revenue;
- (iv) passes a resolution for its winding up or a court of competent jurisdiction makes an order for it to be wound up or dissolved or it is otherwise dissolved (other than a voluntary winding up solely for the purpose of a solvent amalgamation or reconstruction); or
- (v) enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection of its creditors;

(b) a partnership, that it is dissolved by reason of the bankruptcy of one or more of its partners;

(c) an individual, that they are bankrupt; or

(d) a Party based outside the country where the Services are provided, that it is considered insolvent by the laws applicable to that Party;

**“JLL”** means Jones Lang LaSalle Incorporation and/or any Affiliate of JLL that according to the Engagement provides the Services to the Client;

**“Jurisdiction”** shall be the one established in the relevant Engagement;

**“Materials”** means all materials, equipment, documents and other property of JLL made available to the Client by JLL in carrying out the Services;

**“Party”** means either the Client or JLL (as the context requires) and **“Parties”** shall mean both of them;

**“Services”** means the Services set out in the Engagement or as otherwise agreed in writing between the Parties;

**“Terms”** means these terms and conditions;



2.2. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

2.3. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement and shall include all subordinate legislation made as at the date of the Agreement under that statute or statutory provision.

2.4. A reference to writing or written unless otherwise specified herein includes email.

2.5. Any words following the terms including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.6. Headings are for convenience only and do not affect the interpretation of this Agreement.

### **3. SERVICES.**

3.1. JLL shall provide the Services using reasonable care and skill.

3.2. JLL has no obligation to provide any services other than the Services and has no obligation to provide nor any liability for:

- a) an opinion on the price of a property (unless specifically agreed in writing);
- b) any advice regarding the condition of a property (unless specifically agreed in writing);
- c) the security or management of a property unless specifically instructed to arrange it;
- d) the safety of any third party entering any premises; or
- e) the management or payment of any third party suppliers.

3.3. Where agreed in writing JLL shall use reasonable endeavors to meet any performance dates. JLL shall not be responsible for any failure to meet performance dates due to causes outside its reasonable control and time shall not be of the essence for performance of the Services.

3.4. JLL shall have the right to make any changes to the Services which are necessary to comply with any applicable law, regulation, safety requirement, or which do not materially affect the nature or quality of the Services and JLL shall notify the Client in any such event.

3.5. Additional scope of services that differs from the Services agreed upon in the Engagement shall entitle JLL to additional fees, which shall be calculated as set out in clause 5.1.

3.6. Without prejudice to clause 9.2(b), if JLL becomes aware of a conflict of interest, it shall advise the Client and take reasonable steps to recommend a course of action.

3.7. Use of Technology: JLL may use electronic communication and systems, including a digital dashboard, to provide Services. Any necessary software not generally available will be made accessible to the Client whilst a continuing client of JLL under this Agreement. It is hereby agreed upon between all parties that the final signed report as described in the letter of engagement shall serve as the sole, authoritative source of information, on which all reliance should be based. Any additional sharing of values or content from the report through any technology platform including a digital dashboard is intended for the sole purpose of improving service delivery and convenience. JLL might implement future updates to its technology platforms and digital dashboards to enhance service delivery.

3.8. JLL may use artificial intelligence, including generative artificial intelligence, when providing the Services.

### **4. CLIENT OBLIGATIONS.**

4.1. The Client shall:

- a) notify JLL promptly if it considers that any details or requirements set out in the Engagement are incomplete or inaccurate;
- b) co-operate with JLL in all matters relating to the Services;
- c) provide JLL, its employees, agents, consultants and subcontractors, with access to the relevant property as reasonably required by JLL to provide the Services;
- d) promptly provide JLL with such information and materials as it may reasonably require in order to supply the Services, and warrants that such information is complete and accurate;
- e) obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start;
- f) maintain a high standard of professional conduct at all times, including respecting the rights and dignity of all individuals, maintaining confidentiality when required, and adhering to all applicable laws, regulations, and professional standards; and
- g) to hold harmless JLL against third-party claims (including without limitation all third-party actions, claims, proceedings, loss, damages, costs and expenses) in connection with the Services excluding Subcontractors as defined in clause 13.1.

4.2. In the event of any act or omission by the Client in breach of the Agreement or failure by the Client to perform any essential obligation (Client Default):

- a) JLL shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays JLL's performance of any of its obligations; and
- b) JLL shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Client Default.

4.3. The Client is responsible for effecting and maintaining adequate property and public liability insurance in relation to its activities and any relevant properties owned or occupied by it and shall be responsible for the safety of any person entering the relevant property.

4.4. The Client will not entice or solicit or endeavour to entice or solicit any person that is providing their services for JLL during this Agreement's period of validity or within the 12 months following its termination or expiry without JLL authorisation. Otherwise, the client must pay a compensation, (as a cost for the training provided to the employee in question) the equivalent to the salary that the employee has received over the last 12 months.

4.5 Where the Client constitutes more than one legal person, the liability and obligations of such persons shall be joint and several.

## 5. PAYMENTS.

5.1. Whenever possible, the fees and expenses (if known) for the Services shall be as set out in the Engagement. Where fees and expenses for the Services are not specified in writing, JLL shall be entitled to the fee specified by the applicable professional body chosen by JLL (acting reasonably) or, if none is specified, a fair and reasonable fee by reference to time spent undertaking the Services; and reimbursement of any expenses properly incurred by JLL on the Client's behalf.

5.2. All amounts payable by the Client under the Agreement are exclusive of value added tax (VAT) or similar taxes which the Client shall pay at the applicable rate.

5.3. In consideration of the provision of the Services, the Client shall pay each invoice submitted by JLL in accordance with the Agreement within 30 days from the date of invoice.

5.4. JLL shall submit the invoices in accordance with the terms and relevant milestones agreed in the Engagement.

5.5. If the Client fails to make any payment due to JLL under the Agreement by the due date for payment, then JLL reserves the right to charge late payment interest after the due date on the overdue amount at the legal rate of interest in accordance with applicable Governing Law. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5.6. If termination of the Agreement takes place prior to the Services being completed, JLL shall, without limitation to its other rights and remedies under this Agreement or at law, be entitled to receive from the Client a reasonable fee proportionate to the part of the Services performed to the date of termination or any abortive fee included in the Engagement.

## 6. INTELLECTUAL PROPERTY RIGHTS.

6.1. All intellectual property rights in or arising out of or in connection with the Services including the intellectual property rights in Materials shall be owned by JLL unless otherwise expressly agreed in writing. For this purpose "**intellectual property rights**" means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

6.2. Each Party, its employees, agents and subcontractors has a non-exclusive right to use any material provided by the other Party for the purposes for which it is supplied or prepared. No third party has any right to use any such materials without the specific consent of the owner. The license granted by JLL shall be perpetual but is subject to JLL having received all fees in full. JLL shall not be liable for the use of any Material for any purpose other than that for which JLL provided it to the Client.

6.3 The Client grants to JLL a non-exclusive license to use the data provided to JLL and any intellectual property contained within it for the purpose of anonymising and aggregating such data (such that it cannot be reverse engineered) and using it for its legitimate business purposes.

## 7. CONFIDENTIALITY.

A Party (receiving party) shall keep in strict confidence all technical or commercial know-how, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other Party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Agreement. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction, or with the consent of the disclosing party.

## 8. LIABILITY.

8.1. Save in respect of JLL's liability for death or personal injury caused by its negligence or willful misconduct of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation, (which is not excluded or limited in any way) as permitted by Governing Law:

- a) JLL shall under no circumstances whatsoever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue or loss of anticipated savings, or for any indirect, special or consequential loss arising out of or in connection with the Agreement and/or the Services; and
- b) JLL's total liability in respect of all losses arising out of or in connection with the Agreement and/or the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the amount set out in the Engagement. In case no amount is specified, the liability shall be capped at the fees due under the Agreement.

8.2. JLL shall have no liability for the consequences, including delay in or failure to provide the Services:

- a) due to any failure by the Client or any representative or agent of the Client to provide information or other material that JLL reasonably requires promptly, or where that information or material provided is inaccurate or incomplete;

- b) If the Client, or someone on the Client's behalf for whom JLL is not responsible results in liability, and where JLL shares that liability with other parties, JLL's liability will be limited to its fair share of the losses caused. This is assuming all other parties involved also bear their proportionate share of the loss, regardless of whether they actually do so; or
- c) due to any failure by the Client or any representative or agent of the Client to follow JLL's advice or recommendations.

8.3. JLL owes no duty of care and has no liability to anyone but the Client unless specifically agreed in writing by JLL.

## 9. TERMINATION.

9.1. Without limiting its other rights or remedies, either Party may terminate the Agreement by giving the other Party 3 months written notice.

9.2. Without limiting its other rights or remedies, subject to applicable Governing Law, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:

- a) the other Party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing to do so;
- b) a conflict of interest arises which prevents JLL continuing to act for the Client; or
- c) the other Party becomes Insolvent.

9.3. Without limiting its other rights or remedies, JLL may suspend provision of the Services under the Agreement or any other contract between the Client and JLL if the Client becomes Insolvent, or JLL reasonably believes that the Client is about to become Insolvent, or if the Client fails to pay any amount due under the Agreement on the due date for payment.

9.4. On termination of the Agreement for any reason:

- a) the Client shall immediately pay to JLL all of JLL's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted and associated expenses, JLL shall submit an invoice, which shall be payable by the Client immediately on receipt;
- b) the Client shall return any Materials which have not been fully paid for. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose. Where all fees have been

- paid the Client shall be entitled to retain such Materials and they shall be licensed in accordance with clause 6.2;
- c) JLL may, to comply with legal, regulatory or professional requirements, keep one copy of all documentation it then has that was supplied by or on behalf of the Client in relation to the Services;
  - d) the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and
  - e) clauses which expressly or by implication survive termination shall continue in full force and effect.

9.5 JLL may destroy any hard copy and electronic files it has in its possession after six years from the earlier of completion of the Services or termination of the Agreement.

## 10. DATA PROTECTION.

10.1. JLL (including third parties as described in our Privacy Statement available at <https://www.jll.co.uk/en/privacy-statement>) may process in hard copy and/or in electronic form, personal data regarding the Client, its officers and any other individuals connected with the Client ('Client Contacts'). It may also verify the identity of Client Contacts including carrying out checks with third parties such as financial probity, anti-money laundering or sanctions-checking agencies. To facilitate compliance with money laundering regulations and avoid duplication of due diligence, the Client acknowledges that JLL may share Client Contacts' personal data with such third party agencies and JLL Affiliates.

10.2. Unless the Agreement and factual arrangements dictate otherwise, as between the parties for the purposes of the Agreement, the Client is deemed to be the controller and JLL is deemed to be the processor. The Client will ensure that any transfer of personal data to JLL (and any sub-processors under clause 10.11) complies with Data Protection Legislation. In providing the Services, JLL in its role as processor shall comply with Data Protection Legislation as it relates to data processors. Nothing within this Agreement relieves either party of its own direct responsibilities and liabilities under Data Protection Legislation.

10.3. JLL shall not process personal data other than on the documented instructions of the Client unless it is required to process the personal data by any law to which it is subject. In such a case JLL shall inform the Client of that legal requirement before complying with it unless that law prohibits JLL from doing so.

10.4. JLL shall ensure that it and any third party with access to the personal data has appropriate technical and organizational security measures in place, to guard against the unauthorized or unlawful

processing of personal data and against the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the personal data. On request in writing, JLL shall provide to the Client a general description of the security measures it has adopted.

10.5. JLL shall take reasonable steps to ensure any person that has access to personal data is made aware of their responsibilities, and subject to enforceable duties of confidentiality.

10.6. JLL shall notify the Client without undue delay if it:

- 10.6.1. receives a request from an individual for subject access, or a request relating to any of the other individuals' rights available under the Data Protection Legislation, in respect of personal data;
- 10.6.2. receives any enquiry or complaint from a data subject, supervisory authority or third party regarding the processing of the personal data; or
- 10.6.3. becomes aware of a personal data breach affecting personal data unless the breach is unlikely to result in a risk to the rights and freedoms of data subjects.

10.7. JLL shall assist and provide all information reasonably requested in writing by the Client in relation to data protection impact assessments or 'prior consultation' with supervisory authorities or matters under clause 10.6.

10.8. JLL shall maintain all the records and information necessary to demonstrate its compliance with the requirements set out in this clause 10.

10.9. JLL shall allow the Client (or its appointed auditor) to audit JLL's compliance with this clause 10. The Client agrees to give reasonable notice of any audit, to undertake any audit during normal business hours, to take steps to minimize disruption to JLL's business, and not exercise this right of audit more than once every year unless instructed otherwise by a supervisory authority.

10.10. JLL shall upon receipt of a written request from the Client delete or return all the personal data at the end of the provision of the Services. JLL may retain copies of the personal data in accordance with any legal or regulatory requirements, or any guidance that has been issued in relation to deletion or retention by a supervisory authority.

10.11. JLL shall only engage a sub-processor where:

- 10.11.1. the Client has agreed in writing to the engagement of the sub-processor; or
- 10.11.2. the sub-processor is an Affiliate of JLL or a service provider engaged by JLL to support the infrastructure

and administration of its business (with details maintained at <http://www.jll.co.uk/sub-processors>).

10.12. JLL shall ensure that any arrangements between JLL and a sub-processor are governed by a written contract including terms which offer at least the same level of protection for personal data as those set out in this clause. Where JLL intends to engage a new sub-processor different from an Affiliate of JLL under 10.11.2 and the Client objects, then the Client may choose to terminate the Services in accordance with clause 9.

10.13. In accordance with clause 13.1, JLL shall remain liable for the acts and omissions of its sub-processors.

10.14. JLL shall only transfer personal data outside the European Economic Area where it has ensured the transfer complies with Data Protection Legislation.

## 11. INFLATION ADJUSTMENT.

11.1. The fees for valuation services provided under this Agreement which has a duration of more than one year, if permitted under applicable Governing Law, shall be subject to adjustment based upon changes in the rate of inflation as measured by the Consumer Price Index ("CPI") published by the relevant National Statistical Agency where Governing Law applies that measures the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. If the index is not legally applicable, it will be replaced by an equivalent or comparable index or, failing that, by any other appropriate index chosen by mutual agreement between the parties. Failing agreement, the parties undertake to consult an independent expert to determine the most appropriate replacement index.

11.2. On each annual year from the signature of the Agreement ("Review Date"), the fees agreed shall be compared with the CPI published for the month immediately preceding the date of signature of the Agreement ("Base CPI") and shall be subject to an adjustment calculated to reflect changes in the cost of living.

11.3. The adjusted fees shall be determined by the following formula:

Adjusted fees = Original fees \* (Current CPI / Base CPI)

Where "Original Fees" are the fees as initially agreed upon in this Agreement and "Current CPI" is the CPI published for the month immediately preceding the Review Date.

11.4. The adjusted fees calculated as per clause 11.3 above shall be communicated to the Client within 30 days of the Review Date,

with the new adjusted fees effective immediately unless stated otherwise in the Engagement.

The adjusted fees shall not decrease below the Original Fees agreed upon in the Engagement, irrespective of a decrease in the CPI.

11.5. JLL shall notify the Client in writing of any adjustments to the fees in accordance with clause 11.4.

## 12. FORCE MAJEURE.

12.1. Neither Party shall be liable to the other Party as a result of any delay or failure to perform its obligations under the Agreement as a result of any force majeure event which shall be understood as an event provided for by the Governing Law beyond the reasonable control of either Party including strikes, lock-outs or other industrial disputes (whether involving the workforce of JLL or any other party), failure of a utility service or transport network, act of god, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12.2. If such an event prevents JLL from providing any of the Services for more than four weeks, JLL shall, without limiting their other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Client.

12.3. This clause does not apply to the payment of fees due to JLL by Client.

## 13. GENERAL.

13.1. **Subcontracting.** JLL may subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement to any third party or agent provided that:

- (i) where JLL subcontracts or delegates its obligations at the specific request of the Client, JLL shall have no liability for the acts or omissions of the third party or agent; and
- (ii) otherwise, JLL shall remain liable for the acts or omissions of the third party or agent, unless the Client agrees to rely only on the third party or agent, such agreement not to be unreasonably withheld.

### 13.2. Notices.

- a) Any notice or other communication, including the service of any proceedings or other documents in any legal action given to a Party under or in connection with the Agreement shall be in writing, addressed to that Party at its registered office (if it is a company) or its principal



place of business (in any other case) or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally or sent by pre-paid first class post, commercial courier or any other valid means of communication under the Governing Law that can certify its reception. Any notice or other communication sent to a Party located in a different country to the sending Party must be sent by commercial courier.

- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.a); if sent by Certified post at 9.00 am on the second business day after posting; or if sent by commercial courier, on the date and at the time that the courier's delivery receipt is signed. For this purpose, a business day means a day (other than a Saturday or Sunday) on which banks are open for business in the Jurisdiction.

### 13.3. **Severance.**

- a) If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible under applicable Governing Law, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- b) If any provision or part-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.

**13.4. Waiver.** A waiver of any right under the Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**13.5. No Partnership or Agency.** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party the agent of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.

**13.6. Third parties.** A person who is not a Party to the Agreement shall not have any rights to enforce its terms unless specifically agreed in writing.

**13.7. Variation.** Except as set out in these Terms, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties.

**13.8. Protection of Employees.** Save in respect of fraud or criminal conduct no employee of JLL or any Affiliate has any personal liability to the Client nor to anyone representing the Client. Neither the Client nor anyone representing the Client may make a claim or bring proceedings against an employee or former employee personally.

**13.9. Complaints.** Before taking any action against JLL, the Client agrees to use the JLL's complaints procedure which is available on request.

**13.10. Publicity.** Neither Party may publicize or issue any specific information to the media about the Services or the Agreement's subject matter without the consent of the other.

**13.11. Criminal Activity.** The Client acknowledges that to comply with law and professional rules on suspected criminal activity JLL is required to check the identity of Clients.

**13.12. Anti-bribery.** Both parties shall comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption under the Jurisdiction.

**13.13. Survival.** Clauses 5 to 9 shall survive termination of the Agreement.

**13.14. Governing Law.** The Agreement and any disputes arising from it (including non-contractual claims and disputes) are governed by the local law set out in the Engagement.

**13.15. Jurisdiction.** Each Party irrevocably agrees, for the sole benefit of JLL, that any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the relevant court in accordance with the local law of the respective country. Nothing in this clause shall limit the right of JLL to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## APPENDIX 2

# General Principles: EMEA

## Adopted in the preparation of Valuations and Reports

These General Principles should be read in conjunction with JLL's General Terms and Conditions of Business except insofar as this may conflict with other contractual arrangements.

Unless the Letter of Engagement states otherwise, we will follow:

### 1. COMPLIANCE WITH REGULATIONS AND VALUATION STANDARDS:

#### a) RICS Valuation - Global Standards

The current edition of the RICS Valuation – Global Standards published by the Royal Institution of Chartered Surveyors (RICS) and incorporating the International Valuation Standards (together the RICS Red Book). Valuations are undertaken by RICS Registered Valuers who have sufficient current knowledge of the particular market and sufficiently developed skills and understanding to undertake the valuation competently and are in a position to provide objective and unbiased valuation advice.

#### b) International Valuation Standards (IVS)

The standards of the International Valuation Standards Council (IVSC), which are aligned with the definition and interpretation of the Market Value as defined by the RICS and consistent with the concept of Fair Value as defined in the International Financial Reporting Standards.

#### c) Local Regulation / Standard

Local Regulations / standards, further details of which are set out in the Letter of Engagement under the heading Regulatory Compliance.

### 2. VALUATION BASIS:

Our engagement letters and reports state the purpose of the valuation and unless otherwise noted, the basis of valuation is defined by the relevant valuation standards. The definition of the basis which we adopt is set out in the Letter of Engagement and in our report.

### 3. ASSUMPTIONS AND SPECIAL ASSUMPTIONS:

Where we make an 'assumption' or 'special assumption' in arriving at our valuations, we adopt these terms as specified in the RICS Red Book as follows:

**Assumption:** A supposition taken to be true. It involves facts, conditions or situations affecting the subject of, or approach to, a valuation that, by agreement, do not need to be verified by the valuer as part of the valuation process.

**Special Assumption:** A special assumption is made by the valuer where an assumption either assumes facts that differ from those existing at the valuation date or that would not be made by a typical market participant in a transaction on that valuation date. Special assumptions may only be made if they can reasonably be regarded as realistic, relevant and valid for the particular circumstances of the valuation.

### 4. DISPOSAL COSTS TAXATION AND OTHER LIABILITIES:

No allowances are made for any expenses of realisation, or for taxation which might arise in the event of a disposal. All property is considered to be free and clear of all mortgages or other charges which may be secured thereon.

Purchaser's costs are recognised in accordance with local market conventions.

No allowances are made for any potential impact of pending legislation.

Valuations are prepared and expressed exclusive of VAT payments, unless otherwise stated.

### 5. SOURCES OF INFORMATION:

All information provided by you, your agents or other representatives is assumed to be accurate, complete, up to date, and reliable, and that no material information affecting our valuations has been withheld. We do not accept any liability for either the accuracy or the completeness of this information. We are neither obliged to confirm the completeness and correctness of the information provided nor to examine any original documentation for the same purpose.



In respect of valuations for loan security purposes, commissioned by a lending institution, we may also rely on information provided to us by the Borrower or its advisors. In such cases, we assume that all information is correct, complete, up-to-date and can be relied upon and that no pertinent information is withheld.

Where there are limitations on the information which is available, the valuation is provided on a restricted basis. Consequently, whilst we undertake our due diligence carefully and professionally, less certainty and a higher degree of caution should be attached to our valuation than would normally be the case.

6. DOCUMENTATION/ TITLE AND TENANCY INFORMATION:

We do not normally read leases or documents on title. We assume, unless informed to the contrary, that each property has a good and marketable title, that all documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other outgoings of an onerous nature, which would have a material effect on the value of the interest under consideration, nor material litigation pending. Where we are provided with documentation, reliance should not be placed on our interpretation without verification by your lawyers. We assume that all information provided by the client, or its agents, is correct, up to date and can be relied upon.

7. TENANTS:

Although we reflect our general understanding of a tenant's status in our valuations, enquiries as to the financial standing of actual or prospective tenants are not normally made unless specifically requested. It is assumed that, unless we are informed otherwise, where properties are valued with the benefit of lettings the tenants are capable of meeting their financial obligations under the lease and that there are no arrears of rent or undisclosed breaches of covenant.

8. MEASUREMENTS/FLOOR AREAS:

We will generally rely on floor areas provided to us, which we assume have been properly measured in accordance with either:

- a) the International Property Measurement Standards (IPMS), or
- b) the Code of Measuring Practice (6th Edition) issued by the Royal Institution of Chartered Surveyors, except where we specifically state that we have relied on another source, or
- c) local practice/standards

Where we measure floor areas, the areas adopted are purely for the purpose of assisting us in forming an opinion of capital value. They should not be relied upon for other purposes nor shared with or used by other parties without our written authorisation.

9. SITE AREAS:

Site areas are generally calculated using proprietary digital mapping software and are based on the site boundaries indicated to us either at the time of our inspection, or on plans supplied to us. No responsibility is accepted if the wrong boundaries are indicated to us.

10. MARKET RENTS:

Our assessment of rental values is formed purely for the purposes of assisting in the formation of an opinion of capital value and generally on the basis of Market Rent, as defined in the current International Valuation Standards. Where circumstances dictate that it is necessary to utilise a different rental value in our capital valuation, we will set out the reasons for this in our report. Market Rent does not necessarily represent the amount that might be agreed by negotiation, or determined by an Expert, Arbitrator or Court, at rent review or lease renewal or the figure that might be obtained if the property or unit were being let on the open market.

11. TOWN / LOCAL PLANNING, ACTS OF PARLIAMENT AND OTHER STATUTORY REGULATIONS:

Wherever possible, information on planning is obtained either verbally from local planning authority officers or publicly available electronic or other sources. Information obtained is purely to assist us in forming an opinion of capital value and should not be relied upon for other purposes. If reliance is required, we recommend that verification be obtained from lawyers that:

- I. the position is correctly stated in our report,
- II. the property is not adversely affected by any other decisions made, or conditions prescribed, by public authorities, and
- III. that there are no outstanding statutory notices.

Our valuations are prepared on the basis that the premises (and any works thereto) comply with all relevant statutory and European Commission regulations, including enactments relating to fire regulations and relevant jurisdictional information provided.

12. STRUCTURAL SURVEYS:

We do not carry out a structural survey, nor do we test the services and therefore, do not give any assurance that any property is free from defect. Otherwise, we assume that each building is structurally sound and that there are no structural, latent or other material defects. Unless stated otherwise in our reports we assume any tenants are fully responsible for the repair of their demise either directly or through a service charge.

If our valuation includes a property or a part of a property that has not been completed at the date of inspection, we assume that this property or part of a property has been or will be completed free from structural and technical deficiencies.

13. DELETERIOUS MATERIALS:

We do not normally carry out or commission investigations on site to ascertain whether any building was constructed or altered using deleterious materials or techniques (including, by way of example high alumina cement concrete, woodwool as permanent shuttering, calcium chloride or asbestos). Unless we are otherwise informed, our valuations are on the basis that no such materials or techniques have been used.

14. SITE CONDITIONS:

We do not normally carry out or commission investigations on site in order to determine the suitability of ground conditions and services for the purposes for which the ground is intended to be used. We do not undertake archaeological, ecological or environmental surveys. Unless we are otherwise informed, our valuations are reported on the basis that these aspects are satisfactory and that, where development is contemplated, no extraordinary expenses, delays or restrictions will be incurred during the construction period due to these matters.

15. ENVIRONMENTAL CONTAMINATION:

Unless expressly instructed, we do not carry out or commission site surveys or environmental assessments, or investigate historical records, to establish whether any land or premises are, or have been, contaminated. Therefore, unless advised to the contrary, our valuations are carried out on the basis that properties are not affected by environmental contamination. However, should our site inspection and further reasonable enquiries during the preparation of the valuation lead us to believe that the land is likely to be contaminated we will discuss our concerns with you.

16. INSURANCE:

Unless expressly advised to the contrary, we assume that appropriate cover for property, public liability, terrorism, damage by flood and rising water is, and will continue to be, available on commercially acceptable terms.

17. OUTSTANDING DEBTS:

In the case of property where construction works are in hand, or have recently been completed, we do not normally make allowance for any liability already incurred, but not yet discharged, in respect of completed works, or obligations in favour of contractors, subcontractors or any members of the professional or design team.

18. CONFIDENTIALITY AND THIRD-PARTY LIABILITY:

Our Valuations and Reports are confidential to the party to whom they are addressed and for the specific purpose to which they refer, and no responsibility whatsoever is accepted to any third parties. Neither the whole, nor any part, nor reference thereto, may be published in any document, statement or circular, or in any communication with third parties, without our prior written approval of the form and context in which it will appear.

19. STATEMENT OF VALUATION APPROACH:

We are required to make a statement of our valuation approach, and the specific approach(s) adopted is confirmed in the Letter of Engagement. The following provides a summary of our approaches:

***Income Approaches:***

**The Discounted Cash Flow (DCF) valuation method** involves projecting estimated cash flows over an assumed investment holding period, plus a terminal value at the end of that period, usually arrived at on a conventional All

Risks Yield (“ARY”) basis. The cash flow is then discounted back to the present day at an appropriate discount rate that reflects both market and property specific risks.

To arrive at the estimated net cash flow, we reflect the investment’s specific leasing pattern (or other sources of income generation, where for example there are no leases as such) including rent reviews, lease renewals or re-lettings on lease expiry, void costs while parts of the property are vacant, non-recoverable outgoings and anticipated capital outlays (for example on refurbishment or upgrade). We apply explicit growth assumptions to the income and costs in line with market derived forecasts.

For properties valued having regard to their trading potential, we have regard to the future revenues and costs associated with the operation of the property, in line with market practice.

The terminal value reflects our projection of future income at the assumed exit date taking account of such factors as implicit, anticipated rental growth, the unexpired term and the reversionary nature of any leases. The assumed exit date should reflect market practice, which will vary between sectors; and have regard to the economic life of the asset.

**The traditional investment method** involves the application of a capitalisation rate, as a multiplier, against the current and, if any, reversionary income streams. Following market practice, we construct our valuations adopting ‘hardcore’ methodology where the reversions are generated from regular short-term uplifts of market rent. We would normally apply a term and reversion approach where the next event is one which fundamentally changes the nature of the income or characteristics of the investment. Where there is an actual exposure to, or a risk of, irrecoverable costs, including those of achieving a letting, an allowance is reflected in the valuation.

Where land is vacant or held for development, we adopt the comparison method where possible and when there is relevant evidence. We may use the residual method, particularly on more complex and bespoke proposals. The **residual method** is a hybrid of the market approach, the income approach and the cost approach. This is based on the completed “gross development value”, the deduction of development costs along with the developer’s return to arrive at the residual value of the development property / land.

**Market Approach:**

Vacant buildings may be valued and analysed using any of the above methodologies and also by using the **comparison method** having regard to other capital value transactions where applicable.

**Cost Approach:**

**Depreciated replacement cost (DRC) method** assesses the current cost of replacing an asset with its modern equivalent asset less deductions for physical deterioration and all relevant forms of obsolescence and optimisation.

20. CAPITAL EXPENDITURE REQUIREMENT:

Where buildings are undergoing works, such as refurbishment or repairs, or where developments are in progress, we rely upon cost information supplied to us by the client or their appointed specialist advisors.

21. GOODWILL, FIXTURES AND FITTINGS:

Unless otherwise stated our valuations exclude any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier.

22. PLANT AND MACHINERY:

No allowance is made for any plant, machinery or equipment unless it forms an integral part of the building and would normally be included in a sale of the building.

23. SERVICES:

We do not normally carry out or commission investigations into the capacity or condition of services. Therefore, we assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.

24. LAND AND BUILDING APPORTIONMENTS:

When instructed, we will provide apportionments between land and buildings for depreciation purposes only. Such apportionments are not valuations and should not be used for any other purpose unless specified in the report.

## 25. PORTFOLIO VALUATIONS:

In respect of valuations of portfolios of properties, our overall valuation is an aggregate of the individual values of each individual property. The valuation assumes, therefore, that each property would be marketed as an individual property and not as part of a portfolio. Consequently, no portfolio premium or discount is reflected and any consequence of marketing a range of individual properties together is not reflected in our valuations, unless specifically stated.

## 26. TAXABLE VALUE / RATING:

Any information regarding taxable value / rating is generally obtained from public websites and databases. We do not investigate whether any taxable value / rating assessment is a fair assessment or consider the likelihood of an appeal being successful.

## 27. PLANS AND MAPS:

All plans and maps included in our report are strictly for identification purposes only and, whilst believed to be correct, are not guaranteed and must not form part of any contract. All are published under licence and may include mapping data.

## 28. REPORTING DATES:

We assume that there are no material changes in circumstances between the date of inspection and the valuation date. Should the valuer be made aware of any material changes that occurs after inspecting the property these are taken into account in the valuation.

We assume that there are no material changes in circumstances between the valuation date and the reporting date. Should the valuer be made aware of any material changes before the final report has been issued this will be discussed with the client and commented on in the report where appropriate.

## 29. SUSTAINABILITY / ENVIRONMENTAL, SOCIAL AND GOVERNANCE FACTORS

We consider significant Environmental, Social and Governance (ESG) factors as part of the Instruction, which is assessed by a valuer and not a technical ESG expert. The valuation and/or report does not constitute an ESG risk assessment or ESG rating.

Should you require formal strategic advice on ESG factors, this would be subject to a separate instruction and we will refer you to JLL's Risk Advisory team.

## 30. HOTELS (if relevant):

Hotels and certain similar properties are usually sold as fully operational entities, including trade fixtures, fittings, furniture, furnishings and equipment. The new owner will normally engage the existing staff and sometimes the management and would expect to take over the benefit of future bookings, which are an important feature of the continuing operation.

Accordingly, our valuations assume that the hotel is open for business and trading up to the date of sale. Unless stated to the contrary, it is assumed that it has the benefit of all necessary licences, consents, registration certificates and permits, as appropriate (including fire certificates), and that they can be renewed. Consumable stocks are excluded from the valuation of the property.

Fixtures, fittings, furniture and stock are taken into account as apparent on inspection (or otherwise indicated to us) on the basis that the hotel is suitably equipped for the satisfactory continuation of the business and that all such furniture, fittings and equipment will be included in any sale.

Unless informed to the contrary, we assume that no particular value attaches to any item of furniture or work of art and also that all furniture, fittings and equipment is owned and not subject to any lease arrangement.

In arriving at our valuation, we consider trading accounts for previous years, where they are available and, where appropriate, we have regard to management accounts, forecasts and projections of future trading activity as indicators of future potential. Details of the hotel and its operation are often obtained from the hotel management. Such information is checked where appropriate but is normally accepted as accurate unless contrary indications are received. In the event of a future change in the trading potential or actual level of trade from that indicated by such information and assumptions, the value of the hotel could vary, and could fall as well as rise.

No allowance is made for any contingent tax liabilities or liability to staff (whether relating to redundancy payments, pensions or otherwise) unless expressly stated.

Unless otherwise instructed, we adopt the date of the inspection as the valuation date.

## **APPENDIX 3**

#### 4. Market Value

The definition of Market value is defined in IVS 102 Bases of Value: Appendix A10.01 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.’*

- 4.1. Market value is a basis of value that is internationally recognised and has a long-established definition. It describes an exchange between parties that are unconnected and are operating freely in the marketplace and represents the figure that would appear in a hypothetical contract of sale, or equivalent legal document, at the valuation date, reflecting all those factors that would be taken into account in framing their bids by market participants at large and reflecting the highest and best use of the asset. The highest and best use of an asset is defined in IVS 102 Appendix as ‘the use, from a participant perspective, that would produce the highest value for an asset’. It is the use of an asset that maximises its productivity and that is possible, legally permissible and financially feasible – fuller treatment of this basis of value can be found at paragraph A10.04 and section A90 of IVS 102 Bases of Value: Appendix.
- 4.2. It ignores any price distortions caused by *special value* (an amount that reflects particular attributes of an asset that are only of value to a *special purchaser*) or *synergistic value* (*marriage value*). It represents the price that would most likely be achievable for an asset across a wide range of circumstances. Market rent (see section 5) applies similar criteria for estimating a recurring payment rather than a capital sum.
- 4.3. In applying *market value*, the *valuation* amount **must** reflect the actual market state and circumstances as of the effective *valuation date*. The full conceptual framework for market value can be found in section A10 of IVS 102 Bases of Value: Appendix.
- 4.4. Notwithstanding the disregard of *special value*, where the price offered by prospective buyers generally in the market would reflect an expectation of a change in the circumstances of the asset in the future, the impact of that expectation is reflected in *market value*. Examples of where the expectation of additional value being created or obtained in the future may have an impact on the market value include:
  - the prospect of development where there is no current permission for that development and
  - the prospect of synergistic value/marriage value arising from merger with another property or asset, or interests within the same property or asset, at a future date.
- 4.5. The impact on value arising by use of an *assumption* or *special assumption* should not be confused with the additional value that might be attributed to an asset by a *special purchaser*.
- 4.6. In some jurisdictions a *basis of value* described as ‘highest and best use’ is adopted, and this may either be defined by statute or established by common practice in individual countries or states.

#### A10. IVS Framework

A10.02 The definition of *market value* must be applied in accordance with the following conceptual framework:

- (a) “The estimated amount” refers to a price expressed in terms of money payable for the *asset* in an arm’s length market transaction. *Market value* is the most probable price reasonably obtainable in the market on the valuation date in keeping with the *market value* definition. It is the best price reasonably obtainable by the seller and the most advantageous price reasonably obtainable by the buyer. This estimate specifically excludes an estimated price inflated or deflated by special terms or circumstances such as atypical financing, sale and leaseback arrangements, special considerations or concessions granted by anyone associated with the sale, or any element of *value* available only to a specific owner or purchaser.
- (b) “An *asset* or liability *should* exchange” refers to the fact that the value of an *asset* or liability is an estimated amount rather than a predetermined amount or actual sale price. It is the *price* in a transaction that meets all the elements of the *market value* definition at the valuation date.
- (c) “On the valuation date” requires that the *value* is time specific as of a given date. Because markets and market conditions may change, the estimated value may be incorrect or inappropriate at another time. The valuation amount will reflect the market state and circumstances as at the valuation date, not those at any other date.

- (d) “Between a willing buyer” refers to one who is motivated, but not compelled to buy. This buyer is neither over-eager nor determined to buy at *any price*. This buyer is also one who purchases in accordance with the realities of the current market and with current market expectations, rather than in relation to an imaginary or hypothetical market that cannot be demonstrated or anticipated to exist. The assumed buyer would not pay a higher *price* than the market requires. The present owner is included among those who constitute “*the market*”.
- (e) “And a willing seller” is neither an over-eager nor a forced seller prepared to sell at any *price*, nor one prepared to hold out for a price not considered reasonable in the current market. The willing seller is motivated to sell the *asset* at market terms for the best price attainable in the open market after proper marketing, whatever that price *may be*. The factual circumstances of the actual owner are not a part of this consideration because the willing seller is a hypothetical owner.
- (f) “In an arm’s length transaction” is one between parties who do not have a particular or special relationship, eg, parent and subsidiary companies or landlord and tenant, that *may* make the price level uncharacteristic of the market or inflated. The *market value* transaction is presumed to be between unrelated parties, each acting independently.
- (g) “After proper marketing” means that the *asset* has been exposed to the market in the most appropriate manner to affect its disposal at the best *price* reasonably obtainable in accordance with the *market value* definition. The method of sale is deemed to be that most appropriate to obtain the best *price* in the market to which the seller has access. The length of exposure time is not a fixed period but will vary according to the type of *asset* and market conditions. The only criterion is that there *must* have been sufficient time to allow the *asset* to be brought to the attention of an adequate number of market *participants*. The exposure period occurs prior to the *valuation date*.
- (h) “Where the parties had each acted knowledgeably, prudently” presumes that both the willing buyer and the willing seller are reasonably informed about the nature and characteristics of the *asset*, its actual and potential uses, and the state of the market as of the *valuation date*. Each is further presumed to use that knowledge prudently to seek the *price* that is most favourable for their respective positions in the transaction.

Prudence is assessed by referring to the state of the market at the *valuation date*, not with the benefit of hindsight at some later date. For example, it is not necessarily imprudent for a seller to sell *assets* in a market with falling prices at a *price* that is lower than previous market levels. In such cases, as is true for other exchanges in markets with changing prices, the prudent buyer or seller will act in accordance with the best market information available at the time.

- (i) “And without compulsion” establishes that each party is motivated to undertake the transaction, but neither is forced or unduly coerced to complete it.
- A10.03. The concept of *market value* presumes a *price* negotiated in an open and competitive market where the participants are acting freely. The market for an *asset* could be an international market or a local market. The market could consist of numerous buyers and sellers, or could be one characterised by a limited number of market *participants*. The market in which the *asset* is presumed exposed for sale is the one in which the *asset* notionally being exchanged is normally exchanged.
- A10.04 The *market value* of an *asset* will reflect its highest and best use (see IVS 102 *Bases of Value*, Appendix A90). The highest and best use is the use of an *asset* that maximises its potential and that is possible, legally permissible and financially feasible. The highest and best use *may* be for continuation of an *asset*’s existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the *asset* when formulating the *price* that it would be willing to bid.
- A10.05 The nature and source of the *valuation inputs* *must* be consistent with the *basis of value*, which in turn *must* have regard to the valuation *intended use*. For example, various *valuation approaches* and *valuation methods* may be used to arrive at an opinion of value provided they use *observable data*. The market approach will, by definition, use market-derived inputs. To indicate *market value*, the income approach *should* be applied, using *inputs* and assumptions that would be adopted by participants. To indicate *market value* using the cost approach, the *cost* of an *asset* of equal utility and the appropriate adjustments for physical, functional and economic obsolescence *should* be determined by analysis of market-based costs and depreciation.
- A10.06 The *data* available and the circumstances relating to the market for the *asset* being valued *must* determine which *valuation method* or *methods* are most relevant and appropriate. If based on appropriately analysed *observable data*, each *valuation approach* or *valuation method* used should provide an indication of *market value*.
- A10.07 *Market value* does not reflect attributes of an *asset* that are of *value* to a specific owner or purchaser that are not available to other buyers in the market. Such advantages *may* relate to the physical, geographic, economic or legal characteristics of an *asset*. *Market value* requires the disregard of any such element of *value* because, at any given date, it is only assumed that there is a willing buyer, not a particular willing buyer.



# Value and Risk Advisory

**We are value and risk advisory experts supporting you through the changing world of real estate.**

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