

STANDARD VALUATION PRACTICES

Unless otherwise agreed in writing or stated otherwise in the relevant Valuation Certificate produced the Assumptions, Liability Statements and Limitations on Liability, form an integral part and basis of each Valuation Certificate produced by the Consultant. The Consultant reserves the right to update these as additional regulatory statements are introduced by the regulator.

Assumptions:

In completing the instruction and in preparing the Valuation Certificate, we will inevitably make various assumptions. Assumptions are made where it is reasonable for the Consultant to accept that something is true without the need for specific investigation and/or verification. The Consultant will be unable to provide ALL Property assumptions in the Valuation Certificate and only some specific assumptions will be clearly stated within the Valuation Certificate. However, this does not mean that the Valuation Certificate is not subject to additional General Assumptions. The following General assumptions will be made:

1. All information provided to the Consultant by the Company and/or its professional advisors or representatives, upon which the valuer will rely, shall be up-to-date, complete and correct and may be relied upon by the Company;
2. All information provided as to ownership (i.e. tenure, lease terms, tenant's improvements, development expenditure, etc.) is up-to-date, complete and correct. In addition, there are no encumbrances or unduly onerous or unusual easements, restrictions, outgoings or conditions that are likely to have an adverse effect upon the value of the Property and that good and marketable title to the relevant interest is held;
3. Covenants in all leases have been complied with and there are no disputes or notices issued that would affect the valuation. Information regarding tenure and tenancies should be reviewed by your legal advisers;
4. Where the Property has been constructed, it has been constructed in accordance with the applicable municipality consents and building regulation approvals; that it complies with any other relevant statutory and by-law requirements; and there are no outstanding statutory or other notices in connection with the Property or its current use;
5. Unless we are notified otherwise, we assume high alumina cement, calcium chloride additive, blue asbestos or any other deleterious, harmful or hazardous material has not been used in the construction of any of the Property or subsequently added. We assume that no contamination exists in or from the ground and all materials and standards of construction meet the highest of standards;
6. If the Property is in close proximity to any high voltage electricity supply apparatus, telecommunications equipment, or any other

operation that may have an adverse effect on the value of the Property, we assume that there is not any adverse effect on health implications due to the presence of such apparatus and this shall not be taken into account with respect to the future marketability and value of the Property, we suggest you obtain independent expert advice in this regard if there is a concern;

7. With regard to development properties, we assume, except where informed otherwise, that there are no leases, under leases, tenancies, licences or other agreements under which any person has or will have any right to possession, occupation or use of the Property or any part thereof and that the owner is therefore able to offer or obtain vacant possession for development of the Property;
8. If we are valuing more than one Property, we assume the Property which is the subject of the Valuation Certificate will be individually marketed and we provide no allowance, either positive or negative, to reflect the possibility of the whole or part of the portfolio of properties being on the market at any one time; and
9. The Property is in compliance with all applicable laws, including zoning, land classification, planning, fire health and safety, and all other applicable Federal laws of the UAE and local laws of the Emirate in which the Property is located.
10. We assume any documentation and information provided to us by the Client or third parties as requested to be correct and reflective of the current status of the property with regard to title, tenure, planning consents and other relevant matters. Should this information prove to be incorrect, we reserve the right to amend our valuation accordingly. We do not cross-reference with any official documentation or authorities. We assume any such agreements to have been arranged at arm's length in normal market conditions unless stated otherwise.
11. We may rely on the areas provided to us in documentation from the Client or third parties, therefore we may not undertake any on-site measurement exercise of the subject property. We assume that such data is correct. Should there be any discrepancies revealed regarding the above, we recommend that you inform us as the valuation may need to be revised accordingly. In the event that such information proves incorrect, we reserve the right to reassess and to amend our report and valuation. Where the information above has not been provided, we may make and state the assumption that properties are of a similar size to similar property types. Measurements will be taken to be in accordance with the latest RICS Code of Measuring Practice and the International Property Measurement Standards (IPMS).
12. Unless otherwise stated we do not undertake environmental investigations or enquiries. We assume that the subject property is free from any contamination, deleterious material, geotechnical, structural or environmental defects, and that the ground and site conditions are sufficient for any proposed developments and/or extensions. We also assume that there are not historical artefacts,

archaeological remains or special costs associated with the land. If the above transpires to be incorrect or if we become aware of any such issues, we reserve the right to amend our report accordingly.

13. We do not undertake a detailed investigation of the site or any testing in this regard, nor do we undertake or obtain any environmental study or audit. We do not investigate to determine if any deleterious materials have been used during construction and cannot therefore report that the property is free from risk. If you are concerned in this regard, we recommend that specialists be instructed for independent verification.
14. Likewise, we do not investigate whether any contamination affects the subject site or neighboring sites which would affect our valuation. Should it be established that contamination seepage or pollution exists at the site or on neighboring land, or that any premises thereon have been, or are being put to a contaminative use, this may reduce the valuation contained and we reserve the right to reassess.
15. We assume that all of the services, plant, equipment and computer hardware/software to be in adequate working order and fit for their intended purpose unless stated otherwise. We also assume that the subject property is adequately served by water, electricity, gas and drainage unless stated otherwise. If this later proves to be incorrect, we reserve the right to amend our valuation and report accordingly.
16. Unless stated otherwise, our valuation will exclude any value of movable items, furniture, plant, machinery, equipment and furniture, temporary structures, or trade and professional goodwill. Detailed investigations into the condition of plant, machinery and equipment are not carried out and we assume that all related services and associated controls are in good working order and free from defect.
17. We do not make official enquiries of the relevant authorities to establish title. We assume for our part that the title is good, marketable and free of mortgage, charges or any other encumbrances, restrictions, restrictive covenants, onerous or unusual obligations, and also assume that the owner has full rights of access, and that no other party has rights over the subject property. We assume there are no rights of way or easements that would prejudice ownership. We shall not conduct enquiries to authenticate the validity of the same, and cannot give any undertaking as to title/tenure documentation. Where you do provide such documentation, we recommend that you do verify via your legal Advisers any or all of our interpretations of such documentation. We also assume any translation/interpretation of Arabic documentation into English to be correct as provided. Where lease or title information is provided, no reliance should be placed on our interpretation of the terms therein, without reference to your Legal Adviser. We assume there are no notices, disputes, onerous terms restrictions, rights or restrictions that would have a material impact on value unless stated otherwise within our report.

18. We do not conduct any investigation into planning or statutory requirements for the subject property. We assume for our part that the relevant building permits/compliances/completion certificates/permissions have been granted by the relevant Municipality and that the subject property construction is in accordance with regulation as necessary. Unless stated otherwise. We assume that the use of the property is in accordance with its intended and lawful use, and that its construction and occupation is in accordance with prevailing building regulations, planning consents and other statutory requirements including health and safety and fire regulations. We also assume there are not any highway or planning proposals that will impact the property. With regard to compliance with the above we recommend independent verification by your Legal Advisers. Should there be any discrepancies revealed regarding the above, for instance via investigation by your Legal Advisers, we recommend that you inform us as the valuation may need to be revised accordingly.
19. We rely fully on the information accuracy received from the Company in relation to the views and the number of bedrooms. The valuation is heavily reliant on these metrics. Should it later transpire that the property has different metrics to the ones presented, then we reserve full ability to review and amend the valuation with no liability on the previous reported figures.
20. Information on modifications or upgrades provided by the Company and the photographic evidence relied upon assumes that the information is accurate and correct at the date of Valuation Certificate. We assume that there have been no material changes between the instruction date and issuance of the Valuation Certificate.

Limitations:

1. We do not make any allowance for any taxation liability, mortgage or other similar charges which may be due on, or arise from, from the acquisition or disposal of the property unless otherwise stated. Our valuation is exclusive of any VAT. Valuations as provided on the basis of wholly owned property with no account of outstanding money or third-party claims.
2. Our valuation may be based upon comparable evidence from various sources including verbal and telephone enquiries, as well as internet data. We do not inspect the comparable properties and in most instances cannot fully validate authenticity, however this evidence will be relied upon where we have no reason to doubt its accuracy and credibility. Should any such information subsequently prove to be incorrect, this may have an impact on the valuation figure stated and we therefore reserve the right to review our valuation accordingly. It is important to note that due to a relative lack of transparency within the UAE market that there may be a greater level of uncertainty in cases with a lack of direct transactional comparable evidence.
3. Where the estimated age of a building is provided, or a reinstatement

cost is provided, this is for guidance purposes only. For clarity, an estimate on reinstatement cost does not constitute a formal Reinstatement Cost Assessment and should not be relied on as such. The figure provided as a reinstatement cost will include demolition costs, fees etc. however will not account for cost of financing, loss of income,

Limitations on Liability

4. The Report is confidential to the party to whom it is addressed (the Company) specifically for the stated purpose. It is for the sole use of the Company to whom it is addressed. No responsibility or liability is accepted to any third party for the whole or any part of the contents contained therein and such person(s) rely on the Report at their own risk. Liability therefore will not be extended to any other party, unless on the basis of written and agreed instructions. Such instructions may incur additional fees. Where it has been agreed that another party can rely on the Report, The Consultant shall have no greater liability to that party than it does to the Company.
5. The information contained within our reports is provided in good faith and no responsibility can be accepted for errors, omission or inaccuracies which may become or subsequently become apparent as a result of inaccurate or incomplete information as may have been provided by the Company, its Affiliates or the Customers of the Company.
6. The Royal Institution of Chartered Surveyors recommends the use of liability caps to members as a way in which to manage the risk in valuation work. Our maximum aggregate liability arising out of, or in connection with this valuation, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed the fees payable for the instruction or the report. This clause shall not exclude or limit our liability for actual fraud, and shall not limit our liability for death or personal injury caused by our negligence. Individual employees, members, consultants, directors and partners of Consultant will not have a personal duty of care to the Company or any other party. No claim arising out of or in connection with this agreement or the valuation itself may be brought against any of the parties mentioned above, as they have no personal legal liability given that they are acting as representatives of the Consultant (with the exception of fraud claims).
7. If any of the clauses contained within this document become unenforceable, invalid or illegal then it is considered to be modified only to such extent that it becomes enforceable, valid and legal. Any such modification or removal of such a clause does not impact the validity and enforceability of the remainder of this document. In the event of unenforceability or invalidity, the remaining parts of the contract will be unaffected. If any such unenforceability/invalidity/illegality is noted to any such clause, the parties shall in good faith negotiate to amend the relevant clause so that it fulfils its intended purpose of validity, legality and enforceability.

Restricted Information:

Where we are requested to undertake a valuation on the basis of restricted information, we will agree the nature of the restriction and indicate possible valuation implications in writing before the Valuation Certificate is issued, or as part of the Valuation Report. The nature of the restriction and the impact upon the accuracy of the valuation will be referred to in the Valuation Report.

Revaluations:

Revaluations without re-inspections are made only on the assumption that you confirm in writing that no material changes to the physical attributes of the Property, and the area in which it is situated, have occurred. Unless otherwise agreed, we will not undertake revaluations without re-inspections if the Property was inspected more than twelve months previously.

Structural Surveys:

No structural survey will be carried out, nor will we test any services or inspect roof voids, woodwork or any parts of the structures that are covered, unexposed or inaccessible and, therefore, we provide no assurance that any Property is free from defect.

Site History Investigations and Surveys:

We will not carry out or commission a site investigation or geographical or geophysical survey and, therefore, we will not provide any opinion or assurance or guarantee that the ground has sufficient load bearing strength to support any of the existing construction or any other constructions that may be erected in the future. We also cannot provide an opinion or assurance or guarantee that there are no underground mineral, other workings, or archaeological remains beneath the site or in its vicinity nor that there is any fault or disability underground which could or might affect the Property or any construction thereon, or that there is no abnormal risk of flooding. We recommend that a site history investigation and survey be undertaken.

Contamination:

We are not qualified to give specific advice on the nature or risk of contamination. If, during the course of our inspection and subsequent enquiries for valuation purposes, or through our knowledge of the locality, we become aware of any matters which may indicate the likelihood or potential for contamination of the Property, these will be brought to your attention and will be stated in our Valuation Report. If a contamination report is considered necessary, this should be commissioned by your lawyers as part of their due diligence process. Should it be subsequently established that contamination exists at the Property or on any neighbouring land, or that the premises have been or are being put to a contaminative use, this may reduce the values set out in the Valuation Certificate for such Property.

Tenant Covenant:

We will undertake limited research into the strength of any covenant offered by commercial tenants in order to form a view of the likely perception of their financial status. Other than where made demonstrably clear by our research

(acting reasonably) we shall assume that a tenant's financial standing is satisfactory, unless you advise us. Unless informed to the contrary, we will assume in all cases that there are no arrears of payment and that all commercial tenants are capable of meeting their obligations under the terms of leases and agreements. You should be aware we make no such verifications or research with respect to residential tenants.

Taxation/Cost of Realisation:

We will not take into account any liability for taxation, which may arise upon the acquisition or disposal of the Property, nor will we deduct the likely costs of such acquisition or disposal or reflect the balance of any outstanding mortgage.

VALUES AND DEFINITIONS:

Market Value (MV): "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."

The definition of Market Value shall be applied in accordance with the following conceptual framework:

"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 Special Value.

"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.

"... on the date of valuation..." Requires that the estimated Market 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.

"... 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'. A Valuer must not make unrealistic assumptions about market conditions or assume a level of Market Value above that which is reasonably obtainable.

"... 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.

“In an arm's-length transaction...” Is one between parties who do not have a particular or special relationship e.g., 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.

“After proper marketing...” Means that the asset would be exposed to the market in the most appropriate manner to effect 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.

“...wherein 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 favorable for their respective positions in the transaction. Prudence is assessed by referring to the state of the market at the valuation date, not with 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.

“... and without compulsion” Establishes that each party is motivated to undertake the transaction, but neither is forced or unduly coerced to complete it. Market Value is the estimated exchange price of an asset without regard to the seller's costs of sale or the buyer's cost of purchase and without adjustment for any taxes payable by either party as a direct result of the transaction.