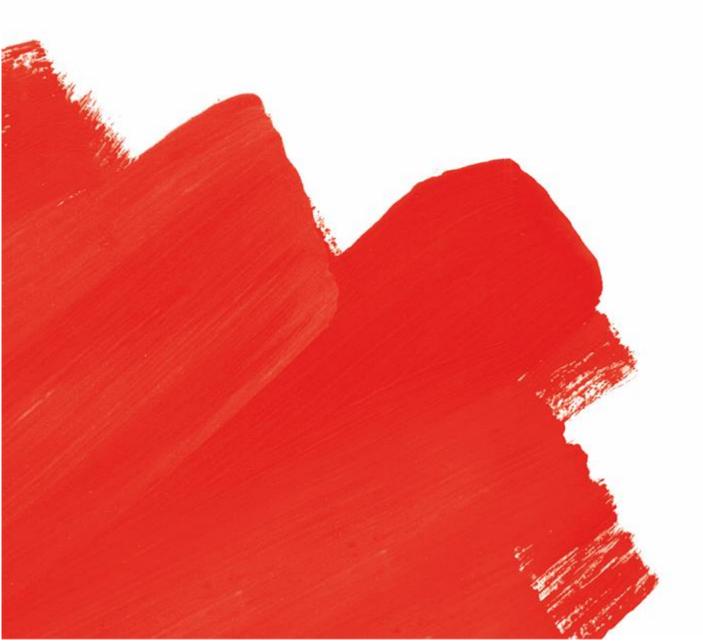


# **Valuation Advisory**

Client: Saudi Economic and Development Securities Company (SEDCO Capital)

Property: SEDCO Capital REIT Assets

08 March 2023 | Our Ref. V22-0551



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Faozan Shokri

Saudi Economic and Development Securities Company (SEDCO

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Kingdom of Saudi Arabia

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Our ref. V22-0551 Phone +971 2 443 7772 Email <u>simon.brand@jll.com</u>

08 March 2023

Dear Sir,

#### **TERMS OF REFERENCE**

#### Addressee:

Saudi Economic and Development Securities Company (SEDCO Capital / the "Client"/ The "Fund Manager").

# Property Address ("Property"):

SEDCO Capital REIT Assets (the "Properties"):

Ref	Asset	Rounded BUA (sq m)
Riyadh		
1	Al Hayat Tower Apartments Hotel	6,574
2	Al Jazeera Residential Compound	12,803
3	Hyper Panda	10,784
4	Al Hamra Plaza	13,021
5	Irqah Plaza	9,147
6	Al Manahij School	17,058
7	Dar Al Baraa School	33,429
8	Olaya School	12,314
9	Amjad Qortuba School	34,231
Jeddah		
10	Public Prosecution Building	19,342
11	Al Khaldiyah Business Centre	26,713
12	Hyper Panda	5,858
13	Al Rawdah Business Centre	17,527
Damma	m	
14	Banque Saudi Fransi Building	879
15	Hyper Panda Al Rayyan	9,800
16	Al Hokair Time Center	3,326
17	Ajdan Walk	32,212
18	Hyper Panda (Branch & Parking) Al Noor	5,348
19	Extra Store	4,404
20	Ajdan Walk Cinema (Entertainment)	16,093

**Reliance:** 

This report shall be relied upon by the party to whom it is addressed and the CMA. .

We consent to the Valuation Report being shared with the CMA and the whole report being published on the Saudi exchange website and Client website. The report should only be published in its entirety with the terms of reference and all appendices. It is not permitted to publish the report in part without the prior written approval of JLL.

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, 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 this 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 be limited in aggregate to all parties to SAR 1 million. This amount shall be an aggregate cap on our liability to all relying parties together. The Client is responsible for providing us with accurate and complete information. We accept no liability for any errors resulting from this not being the case.

**Tenure:** 

The valuation will be of the freehold interest in the Properties free of any encumbrances or third-party interests. Please also refer to the "Special Assumptions" Section presented below and the Special Assumptions, presented in individual valuation Property sections.

**Valuation Date:** 

31 December 2022

**Instruction Date:** 

08 December 2022

Instruction and Purpose of Valuation:

In accordance with our Memorandum of Understanding ("MoU") dated 15 June 2022 and the Task Order ref. V22-0551-01 on 8 December 2022, we are instructed to provide you with a report to assess the Fair Value of the freehold interests in the Properties for the REIT's internal accounting purposes. Given the nature of this instruction, we confirm that the reports and valuations provided will comply with the requirements of the CMA.

**Basis of Valuation:** 

We confirm that our Valuation and Report have been prepared following the Taqeem Regulations (Saudi Authority for Accredited Valuers) and Royal Institution of Chartered Surveyors Valuation – Global Standards effective 31 January 2022 ("the Standards") and in conformity with the guidance notes of the International Valuation Standards with an effective date of 31 January

4

2022 published by the RICS (the RICS Red Book) based on Market Value as defined in Appendix C. We have acted as External Valuers.

**Fair Value:** 'The price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date.' (This definition derives from International Financial Reporting Standards IFRS 13.)

The Report is subject to and should be read in conjunction with the attached General Terms and Conditions of Business and our General Principles Adopted in the Preparation of Valuations and Reports, attached in Appendices A and B, respectively.

No allowance has been made for any expenses of realisation or for taxation (including VAT) that might arise in the event of disposal. The Property has been considered free and clear of all mortgages or other charges that may be secured thereon.

The valuation for the Properties has been undertaken using ARGUS

Enterprise.

All significant parts of the Properties were inspected in July 2022. We were advised by the Client that no material changes have occurred at the Properties since our previous inspections

Please refer to the individual sections. We highlight that the inspection was undertaken on a visual basis only.

We understand that we saw representative parts of each Property. We have assumed that any physical differences in parts we did not inspect will not have a material impact on value. We were not able to undertake an internal inspection of Property #10 (Public Prosecution Building) due to internal security reasons.

The valuations have been prepared by Andrei Shchetinin MRICS, Associate, Fellow Taqeem Member, Eid Raghed CFA, Associate, Rabea Awidah, Manager, Associate Taqeem Member, Zeina AlKaed, Manager, Associate Taqeem Member, Abdulaziz AlKhater, Analyst, Associate Taqeem Member, Ghassan Abdulwahab, Analyst under the direction of Simon Brand FRICS, Fellow Taqeem Member, Executive Director and Head of Valuation and Transaction Advisory MEA & Turkey.

We confirm that 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 following the current RICS Valuation – Global Standards and are RICS Registered Valuers.

In preparing these valuations, we have acted as External Valuers, subject to any disclosures made to you.

**Software:** 

**Inspection:** 

Personnel:

Status:

#### **Disclosure:**

We have previously been involved in the valuation pertaining to part of the Properties – we have valued part of the Properties for inclusion in SEDCO Capital REIT and also for the internal purposes of the Client.

We valued the Properties on behalf of the Client as of 30 June 2022.

We have also valued other assets owned by SEDCO Capital and assets that SEDCO Capital were considering for acquisition.

We are not aware of any existing conflicts or potential conflicts of interest, either on the part of JLL or the individual members of the Valuation team assigned to this project, which would prevent us from providing an independent and objective opinion of the value of any of the assets.

# **Special Assumptions:**

In accordance with your instructions, we have made the following Special Assumptions:

- For the mortgaged properties, we adopted a Special Assumption of good and marketable freehold titles held free from any mortgages, charges, encumbrances and third-party interests and transferrable to other owners/entities.
- For Properties held under multiple Title Deeds (comprising several plots), we have made a Special Assumption that the relevant individual Properties are each held freehold under a single title deed.

### **Sources of Information:**

We have relied upon information provided by the Client, which we have assumed to be up-to-date and accurate as of the valuation date.

We have inspected the premises and carried out all the necessary enquiries concerning rental and investment value, planning issues and investment considerations. We have not carried out any building surveys or environmental risk assessments. We have not measured any of the premises and have relied on the floor areas provided.

#### **Limitation of Liability:**

Our liability will be to the Client and CMA only, and not to any third party, and will be limited in aggregate to both parties to SAR 1,000,000.

# Valuation Methodology:

In general, our valuations have been undertaken using the following approach: Income Approach (DCF). We have also provided high-level indicative calculations using depreciated replacement cost (DRC) method (for internal decision-making purposes of the Client only). Brief details on each of the valuation methodologies / techniques are presented in Valuation Methodology section of this Report.

#### **Report Currency:**

Saudi Arabian Riyals (SAR)

Aggregate Fair Value (under the Special Assumptions presented in the Report):

SAR 1,777,080,000

(ONE BILLION, SEVEN HUNDRED AND SEVENTY-SEVEN MILLION, EIGHTY THOUSAND SAUDI ARABIAN RIYALS)

The aggregate Fair Value reported above is the sum of the Fair Values of each of the individual Properties and does not necessarily represent the Fair Value of the Properties if sold as a single portfolio.

# Summary of Fair Values

Ref#	Property	Sector	Tenant base	Fair Value*, SAR
	Riyadh			
1	Al Hayat Tower Apartments Hotel	Hospitality	Single Tenant	19,320,000
2	Al Jazeera Residential Compound	Residential	Multi (52 units)	69,720,000
3	Hyper Panda	Retail	Single Tenant	77,970,000
4	Al Hamra Plaza	Retail	Single Tenant	69,900,000
5	Irqah Plaza	Retail	Multi (18 units)	81,950,000
6	Al Manahij School	Education	Single Tenant	52,030,000
7	Dar Al Baraa School	Education	Single Tenant	157,060,000
8	Olaya School	Education	Single Tenant	63,740,000
9	Amjad Qortuba School	Education	Single Tenant	108,010,000
	Jeddah			
10	Public Prosecution Building	Office	Single Tenant	53,500,000
11	Al Khaldiyah Business Centre	Retail/Office	Multi (65 units)	129,370,000
12	Hyper Panda	Retail	Single Tenant	39,550,000
13	Al Rawdah Business Centre	Retail/Office	Multi (25 units)	98,170,000
	Dammam			
14	Banque Saudi Fransi Building	Retail	Single Tenant	26,530,000
15	Hyper Panda	Retail	Single Tenant	70,190,000
16	Al Hokair Time Centre	Retail/Entertainment	Single Tenant	33,980,000
17	Ajdan Walk	Retail/Entertainment/Office	Single Tenant	345,690,000
18	Hyper Panda (Branch & Parking)	Retail	Single Tenant	69,000,000
19	Extra Store	Retail	Single Tenant	51,150,000
20	Ajdan Walk Cinema (Entertainment)	Retail/Entertainment	Multi (4 tenants)	160,250,000
	Total			1,777,080,000

<sup>\*</sup>Please refer to the individual sections. Subject to Assumptions and Special Assumptions presented in the Report.

# Investigations

#### Nature and Sources of Information Relied Upon

The Client has, unless stated otherwise in the following Property reports, provided us with the information relating to the Properties listed below which we have fully relied upon:

- Site location;
- Tenure documents: title deeds;
- Planning documents: building permits, building completion certificates, and drawings;
- Tenancy and area schedules;
- Sample of Tenancy Contracts;
- Property and Facility Management Contracts for selected Properties.

We note that the above is a brief summary of the documents provided for the majority of the Properties. We note that in certain instances, some of the documents were not made available to us. Therefore, we it is necessary to refer to Individual Property sections for further details.

We have not verified the information provided. The Client has certified, that any and all information and documentation provided to us is accurate and complete in all material respects. Should this prove not to be the case, we reserve the right to amend our valuation accordingly as any change to the above information relied upon may materially affect the value of the Properties.

# **Extent of Investigations**

We have reported within the extent of our expertise, on the understanding that the Client will seek further specialist advice where necessary. Where we have reasons for concern, we have raised these in this Valuation Report and Individual Property sections and caveated them accordingly. Following subsequent detailed investigations, we reserve the right to review and amend our valuations accordingly.

#### Title and Tenure

From the information provided to us, we understand that the Properties are held freehold by Saudi Economic and Development company for Real Estate Funds (as advised by the Client), and some of the assets are mortgaged.

Where the Properties are mortgaged, we have valued them under a Special Assumption of good and marketable freehold titles held free from any mortgages, charges, encumbrances and third-party interests and transferrable to other owners/entities.

For properties held under multiple Title Deeds (comprising several plots) we have been instructed to adopt a Special Assumption that relevant individual Properties are each held freehold under a single title deed.

If at a later date any defects in title or restrictions on the transferability of the Properties are proven, this may affect our opinion of value and we reserve the right to review and amend our valuation accordingly.

# **Inspection and Areas**

We undertook external and internal inspections of the Properties during July 2022. We were advised by the Client that no material changes have occurred at the Properties since our previous inspections

It should be noted that we were not able to undertake an internal inspection of the Property #10 (Public Prosecution Building) due to internal security reasons.

We have not undertaken a measured survey of the Properties. You have agreed that we can rely upon the site and building areas as per the title deeds and building permits provided to us by you.

# **State of Repair**

We have not undertaken building surveys. Unless advised by you, we have assumed that the structure of the Properties is in good condition and their state of repair is commensurate with their age and use. Please refer to individual Property sections.

We recommend that specialists be instructed to verify this.

# **Utilities and Building Services**

We have not undertaken any investigations in regard to services and utilities provided to the Properties. Moreover, we have not been provided with any formal details in this regard.

Unless advised by you, we have assumed that the utilities and building services are of sufficient capacity for the current operation and any future use/expansion of the Properties and are in good condition.

We recommend that the information regarding services and utilities to the Properties is verified by appropriately qualified consultants and furthermore, we would stress that our assumptions regarding services should not be relied upon until they have been confirmed as being accurate by these consultants.

# **Planning and Building Regulations**

The Client has provided us with building permits and building completion certificates for the Properties and we have relied on the zoning / planning information available in these documents.

Where there are slight discrepancies raised after the analysis of the documents and the outcome of our inspections, we have highlighted those discrepancies and we have assumed the zoning of the Properties to be in line with the municipality zoning. Please refer to individual Property sections.

We recommend that the information and assumptions regarding zoning / planning of the Properties is verified by appropriately qualified consultants and, furthermore, we would stress that our assumptions regarding planning / zoning should not be relied upon until they have been confirmed as being accurate by these consultants.

In the event that planning / zoning of the Properties is different from the assumed or is not received, we reserve the right to amend our valuation.

#### **Contamination and Hazardous Substances**

Unless advised by you we have assumed that the Properties are not adversely affected by contamination and hazardous substances. We recommend that specialists be instructed to verify this.

#### **Environmental Matters**

Unless advised by you we have assumed that the Properties are not adversely affected by environmental matters and that ground conditions are sufficient for any current or proposed developments/extensions. We recommend that specialists be instructed to verify this.

We advise that specialist investigations be undertaken by appropriately qualified consultants to confirm the same. Should the outcome of these investigations prove that the above assumptions are incorrect, we reserve the right to revise our valuation.

# Operational Licences/Permits/Certificates/Agreements

We have not been provided with the municipality / operational licenses and unless advised by you, we have assumed that valid licences/permits/certificates/agreements are in-place for the on-going operation of the Properties in accordance with all relevant regulations and that these licences/permits/certificates/agreements will be renewed without issue or significant cost upon expiry.

# **Tenancy Schedule**

We have been provided with tenancy schedules for some of the Properties as mentioned above and in the individual Property sections. We have been informed that such tenancy schedules were accurate as at 31 December 2022.

We have also been provided with the lease agreements for the master-let Properties and have verified the lease terms and detailed their salient terms in the individual Property sections.

We recommend that tenancy information is verified by appropriately qualified advisors; furthermore, we would stress that our assumptions should not be relied upon until they have been confirmed as being accurate by these advisors. If, at a later date, any inaccuracies in the tenancy information are proved, this may affect our opinion of value and we reserve the right to review and amend our valuation accordingly.

Moreover, for single-let Properties the Client has confirmed to us that the current tenants have not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the rent or signed lease.

### Property and Facility Management Agreements.

We have been provided with the Property and Facility Management Agreements for Property #2 Al Jazeera Residential Compound, Property #5 Irqah Plaza, Property #11 Al Khaldiyah Business Centre, Property #13 Al Rawdah Business Centre and Property #20 Ajdan Walk Cinema (Entertainment). We have been informed that the contracts were effective and accurate as at 31 December 2022. The details of the contract provisions are summarised in the individual tenancy reports.

We understand that all other Properties under master-leases are let on the basis of triple-net lease agreements, where the tenants are responsible for the operational expenses associated with the Properties, unless specified in the individual Properties sections

# Market Commentary

#### Office Real Estate Market Overview

There were no notable office completions recorded in either Riyadh or Jeddah in Q3 2022, thus the cities' total office gross leasable area (GLA) remained stable at 4.9 million sq. m. and 1.2 million sq. m., respectively. In the final quarter of this year, an additional 207,000 sq. m. of GLA is planned to enter the market in the capital and 19,000 sq. m. in Jeddah – though we remain cautious on the timely delivery of this pipeline of office projects.

Demand for good quality office space has been buoyant in both cities, helping to strengthen landlords' position during negotiations. The government has been an important driver of overall take-up, closely followed by the private sector. In the capital, typical enquires from government entities ranged from 5,000-8,000 sq. m. in Q3 and demand for fitted space was higher compared to shell & core as tenants sought to minimise costs.

Corporates have been expanding towards the north in Riyadh and north-west in Jeddah due to better parking ratios and less traffic congestion. Smaller firms in Jeddah are gravitating toward the east of the city due to the relative affordability of office rents.

A combination of a marked uplift in demand for good quality office space and scarce supply were responsible for average Grade A lease rates in Riyadh jumping 15% year-on-year to nearly SAR 1,600 per sq. m. per annum in Q3. Over the same period, average rents for Grade A office space in Jeddah increased by 12% to around SAR 1,150 per sq. m. per annum.

Riyadh's market-wide vacancy rate remained in low single-digits in the third quarter and the figure for Jeddah stood at 7%.



Source: JLL Q3 2022 KSA Real Estate Market Report

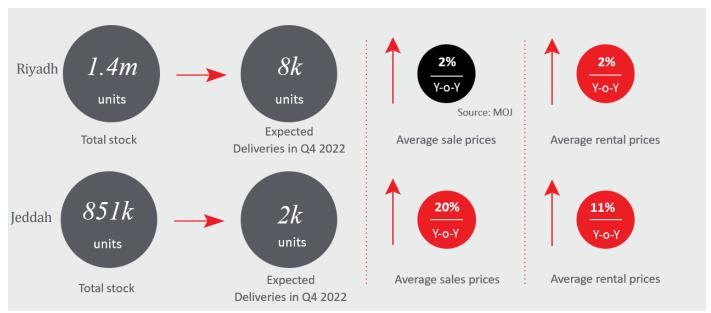
### **Residential Real Estate Market Overview**

There were around 7,800 residential units completed in Riyadh in the third quarter of this year, pushing up the capital's total stock to 1.4 million units. Over the same period, Jeddah saw the delivery of around 2,300 units to bring the city's residential inventory to 851,000. In the last three months of this year, almost 10,000 dwellings are scheduled to be delivered across the two cities combined.

With the shifting residential demand-supply dynamics in Jeddah, we are generally seeing residents moving towards the north of the city. Similarly, the capital is also expanding in the same direction as multiple new & planned master-planned communities comprising high quality dwellings attract the local population. More broadly, we continue to see the crystallisation of a recent trend of increasing numbers where young families are opting for apartments due their relative affordability.

In annual terms, both average residential rents and prices in the capital saw modest growth in Q3. By comparison, constrained supply was primarily responsible for average prices and rents for villas & apartments rising by double-digits in Jeddah.

One of the goals of the kingdom's Vision 2030 program is to raise home ownership among Saudi nationals to 70% by 2030, from around 62% currently. In support of this objective, a total of 117,484 families moved into units provided under the Sakani program in the first eight months of 2022. Another important target is to increase Riyadh's population to 15-20 million by 2030 – which points to demand for homes continuing to trend-up in the long-run.



Source: JLL Q3 2022 KSA Real Estate Market Report

#### Retail Real Estate Market Overview

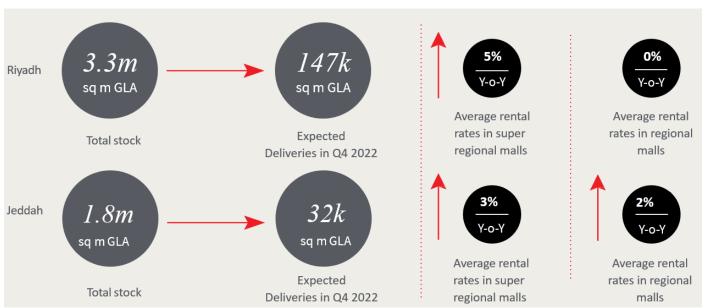
Lumiere Center was the only notable retail development completed in Riyadh in Q3, taking the capital's total retail GLA to 3.3 million sq. m. Approximately 2,000 sq. m. was added to Jeddah's retail stock over the same period. In the final quarter of this year, a total of 179,000 sq. m. of retail space is planned to be delivered across the two cities, with the capital accounting for the majority of upcoming supply (147,000 sq. m.)

Retail centres have been reporting higher levels of footfall, with F&B and entertainment outlets in particular benefitting from a spike in demand. Google's Mobility Index – which shows the movement of people across places

of interest – reported that retail & recreational activities in Riyadh in September 2022 was 21% above the baseline (which represents the average footfall for the first five weeks of 2020). The improvement in consumer confidence was also reflected in the latest available data from Saudi Central Bank, which showed a 19% annual increase in the value of point of sales transactions to SAR 317 billion over January-July 2022.

In annual terms, in Riyadh, average rents for super-regional malls rose by 5% and regional malls saw no change in Q3. On the same basis, average rents for super-regional and regional malls in Jeddah were up 3% and 2%, respectively. Although retailers are generally looking to expand, they are being selective by opting for locations with healthy levels of footfall, as well as smaller spaces to reduce their capital & operational expenses.

In-line with the increasing shift towards omnichannel retailing, online sales have been growing in KSA as retailers seek to cater to the evolving needs of customers. Forecasts from Euromonitor show that e-commerce sales in the kingdom will grow by 12% to SAR 21.6 billion in 2022 – much faster than retail sales overall (5%).



Source: JLL Q3 2022 KSA Real Estate Market Report

#### **KSA Investment Evidence**

Most transactions in regional capital markets are typically by GCC investors as overseas investors have limited access to tenable opportunities. Interest from overseas investors has also been restricted by the following:

- Lack of suitable, institutional grade product;
- Pricing (bid-ask spread);
- Liquidity restrictions;
- Limited transparency.

As a result, we consider there to be a three-tier investment market:

- Tier 1 comprising local/GCC private investors;
- Tier 2 comprising GCC funds;
- Tier 3 comprising international financial institutions/funds.

Based on our experience, the investors which fall into tiers one and two view GCC based real estate investments significantly more favourably than tier three investors. This is due to a number of factors including:

- Familiarity with local market;
- Sentiment;
- Comparative ease to undertake a real estate transaction (legally, culturally etc.);
- Risk profile;
- Lack of ownership restrictions.

We have summarised various transactions which we consider reflect the price/yield investors have been willing to pay over the past few years for real estate assets.

The lack of volume and transparency in the market means that it is very difficult to differentiate yields by subsector. In fact, there is no clearly defined segmentation, with investors focusing on location, covenant strength and length of unexpired lease term as their primary investment driver.

Furthermore, we note that the properties that have transacted are generally of smaller lot sizes, ie. under SAR 200 million. Liquidity considerably reduces above this level. In these cases, an individual investor may look to acquire a minority stake, or a consortium of investors could club together to purchase the whole asset. However, this approach can result in potentially complicated ownership and management structures which are more suited to institutional investors. Therefore, large lot sizes represent significant liquidity issues which, in our opinion, could soften the yield by 100-200 basis points.

We detail below investment evidence throughout KSA:

Transaction	Property Type	Location	BUA, sq m	Price	IY	Comments
Offer	Retail Plaza	Riyadh	TBC	SAR 78m	7.50%	5,600 GLA sq m store let to. WALT is 14.5 years
March 2022	Office/Retail	Riyadh	36,495	SAR 448m	7.0%	Acquired by SICO REIT
March 2022	Office/Retail	Riyadh	25,591	SAR 235m	7.4%	Considered by Musharaka REIT
Feb-22	4 Education Assets	Riyadh/ Dammam	30,300	SAR 148.5m	8.4%*	3 Kindergartens and One School with 17.6 years triple net lease – Equivalent Yield: 8.4%
Feb-22	Burjeel Hospital	Sharjah	ТВС	AED 105m	7.9%	20 year lease – triple net with equivalent yield 8.75%
Jan-22	Al Khaleej Training Office	Riyadh	13,261	SAR 75m	8.6%*	13,5 Years WALT – triple net lease
2021	Qbic Building, King Abdulaziz Road, Al Ghadeer	Riyadh	42,145	SAR 250m	8.60%	2-floor retail / office complex. Occupied on a 3-yr lease to Ministry of Housing. BUA 42,145 sq m
2021	Al-Nakhlah Residential Complex	Riyadh	TBC	SAR 1.8bn	8.90%	Premium due to size –and fully occupied
2021	Seven Office Towers	Riyadh	TBC	SAR 650m	8.32%	Acquired by Jadwa Investment Fund
Mar-21 Signed SPA	Riyadh Boulevard	Riyadh	36,340	SAR 320m	9.16%	Retail & office complex on Prince Turki bin Abdulaziz Al Awwal Road. 97% occupancy.

Transaction	Property Type	Location	BUA, sq m	Price	IY	Comments
Apr-21 Signed SPA	Office Tower, Al-Olaya Street	Riyadh	16,643	SAR 99m	9.09%	Sahafa District. Leased to gov. entity on a 3yr term.
Sep-21	Gardino Hotel	Riyadh	14,075	SAR 85.5m	9.15%	Acquired by Musharaka Capital, the fund manager of Musharaka REIT Fund.
Mar-21	i-offices, Thumama Road	Riyadh	23,215	SAR 135m	7.74%	Rabeea District. 3 towers, 100% occupancy. Tenants include Al Rajhi Takaful and Amlak International.
Sep-20	Al Sharq Logistics Complex	Riyadh	113,812	SAR 140m	8.00%	Logistics complex with 193 units located in Sulay District. 164 units - storage warehouses, 29 units are retail warehouses and offices.
Jun-20	Al-Ghad National School	Riyadh	17,910	SAR 92m	6.50%	King Abdullah District. Leased to Al-Ghad National Schools for 10 yrs with 10% fixed increase after 5yrs. Three 5yr renewal options.
Mar-20	Elite Mall	Riyadh	20,000	SAR 201.5m	7.94%	15 retail showrooms plus mezzanine and 30 offices.
Nov-19	Aziziyah Warehouses (1&2)	Riyadh	15,000	SAR 25.6m	N/K	Two logistics warehouses in Aziziyah district.
Nov-19	2 property portfolio - office & hotel	Riyadh	Office - 14,912 sq m. Hotel - 8,597 sq m.	SAR 93m	Office - 10.2% , Hotel - 9.1%	Labour Court Olaya Office - leased to gov. entity on 3yr lease from Jun-18. Aber Al Yasmin Hotel -leased to Boudl Trading Co. with 15yrs term remaining.

<sup>\*</sup> Equivalent Yield / Source: JLL Research, Argaam.com

When interpreting the transactions, the following is to be taken into consideration:

- **Nature:** The majority of the transactions mainly comprise freehold arm's length transactions.
- **Location:** These transactions comprise assets located in core cities. We expect properties located in less established cities and remote locations to be of a higher risk profile.
- **Tenure:** Investors are looking for real estate investments that offer income security of at least 7-8 years, good covenant strength, good location with minimal reversionary risk.
- **Exit:** investors will always seek to assess the exit from an investment in terms of liquidity and timing. Liquidity could be an issue where there is a short unexpired term and no or uncertain renewal options which is factored by investors into the exit cap rates.

# Valuation Methodology

# Valuation Methodology

In arriving at our opinion of Fair Value of the freehold interest in the Property/Properties, we have adopted the following valuation methodology:

# Income Approach - Discounted Cash Flow (DCF)

DCF is a financial modelling technique based on explicit assumptions regarding the current contracted and prospective market cash flow generated from a property. DCF analysis involves the projection of a series of periodic cash flows either to an operating property, a development property or a business. To this projected cash flow series, an appropriate, market-derived discount rate is applied to establish an indication of the present value of the future income stream associated with the property. In the case of operating real properties, periodic cash flow is typically estimated as gross income less vacancy and collection losses and less operating expenses/outgoings. The series of periodic net operating incomes, along with an estimate of the reversion rent and terminal value, anticipated at the end of the projection period, is then discounted.

In arriving at our opinion of Fair Value, we have adopted the Discounted Cashflow Method of valuation using Argus Enterprise. For the majority of Properties (except Property #16 Al Hokair Time Center) we have undertaken a Discounted Cash Flow (DCF) analysis over a 5-year investment horizon.

We stress that estimating future rentals and exit values is challenging and should be regarded as an indicative assessment of possibilities rather than absolute certainties. The process of making forward projections of key elements includes assumptions regarding a considerable number of variables that are acutely sensitive to changing conditions, variation in any of which may significantly affect value. However, we consider that the assumptions adopted here are robust market-facing assumptions that buyers will likely adopt.

JLL's approach to discount rates is a market-led rather than a formulaic econometric approach.

Discount rates used in valuations are the rate of return required by an investment purchaser to compensate for the risks inherent in the cash flow for the holding period. They are, hence, an internal rate of return for the holding period assuming an acquisition at the valuation date and at the reported valuation opinion. There are many econometric models and arguments around discount rate choice and adoption. However, JLL's view is that many of these arguments may be misleading and overly theoretical, based solely on classic economic theories about how market participants ought to behave rather than how they actually behave in complex, nuanced markets.

In our experience, potential purchasers in volatile and developing markets do not use discount rate build-up models to determine what to bid or pay for an asset. They generally use initial yields, yield return calculations and their own IRR requirements to determine what to bid and pay for assets. For more sophisticated investors in emerging markets, IRRs are determined by internal Weighted Average Cost of Capital (WACC) thresholds, which dictate the minimum returns needed to meet an entity's equity and cover debt payments. However, each individual company's WACC cannot be accepted as a proxy for market IRRs as these tend to be subjective and may be based on factors that cannot be universalized to other market participants. However, JLL is aware of the broad range of return expectations of several more sophisticated investors in the GCC and wider EMEA and Global Markets.

In more developed, regulated and mature markets with greater transparency, availability of comparable property data, and less economic volatility discount rates for prime, institutional quality investment assets tend to range between 7.0% and 9.00%, depending on the risk factors peculiar to each asset. In developing markets such as those in the GCC, investors tend to require IRRs (discount rates) of at least 8.75% - 9.75% for prime assets, with IRR requirements moving in or out depending on investor sentiment, macro and microeconomic risks and asset-specific risk and reward factors as well as cash-flow profiles.

It should be noted that JLL's approach to valuation is evidence-based. As such, the most important and readily available evidence of the likely price (Market Value/Fair Value), which a property will achieve if sold at the date of valuation, is transactional evidence from the recent market showing the 1st Year's Forward Yield on the 1st Year's Projected Income.

DCF inputs such as the discount rate, exit yield, rental and cost growth rates do not have strong evidential bases to prove the reasonability of the valuation and are often highly theoretical/based on unproven assumptions about future performance and market conditions and are hence less reliable than 'hard' transactional evidence in the form of 1st Year's Forward Yields.

# Market Approach

The market approach derives the value of the Property by comparing it to other properties for which the price is known. Ideally, the property is compared and contrasted to identical properties which have recently been sold, or where no recent transactions have taken place, the asking price at which the comparable properties are currently listed for sale. Adjustments may be required to reflect the period of time that has passed between the transaction date and the date of valuation or the price that is expected to be achieved following a negotiated sale. Following an analysis on the terms of the sale, an appropriate unit of comparison is chosen, for example, a rate per square foot/metre of land/buildings. Further subsequent adjustments may be required to factor in differences in location, size (quantum), quality and specification, permitted use etcetera and any instructions received which are specific to the assignment.

# **Depreciated Replacement Cost (DRC)**

This approach provides a means of assessing the value of an asset or Property where there is no or limited trading information or the assets are specialised. The approach estimates the cost of providing a modern equivalent asset and adjusting this value to reflect the depreciation of the asset due to physical or economic obsolescence. The price of acquiring the next best alternative land is then added to the Depreciated Replacement Cost (DRC) to provide an opinion of market value.

VPS 5 of the RICS Valuation – Global Standards 2022 states, "Great care must be exercised when relying on the cost approach as the primary or only approach, as the relationship between cost and value is rarely direct."

In addition, we have also had reference to the RICS guidance note – Depreciated Replacement Cost Method of Valuation for Financial Reporting (2018), which states that "the DRC method is conceptually unsuitable for use as the sole or primary valuation method for secured lending purposes but may in appropriate circumstances provide a useful cross-check to help inform where other methods have been applied."

We note that DRC calculations have been undertaken on a high-level basis only and for the Client's internal decision-making purposes only. They should not be communicated or relied upon for investment purposes.

# Individual Property Valuations

The following sections provide the individual Properties Valuations as per the schedule provided below. These sections are to be read in accordance with the Terms of Reference above and General Principles appended.

Ref#	Property	Sector	Tenant base
	Riyadh		
1	Al Hayat Tower Apartments Hotel	Hospitality	Single Tenant
2	Al Jazeera Residential Compound	Residential	Multi (52 units)
3	Hyper Panda	Retail	Single Tenant
4	Al Hamra Plaza	Retail	Single Tenant
5	Irqah Plaza	Retail	Multi (18 units)
6	Al Manahij School	Education	Single Tenant
7	Dar Al Baraa School	Education	Single Tenant
8	Olaya School	Education	Single Tenant
9	Amjad Qortuba School	Education	Single Tenant
	Jeddah		
10	Public Prosecution Building	Office	Single Tenant
11	Al Khaldiyah Business Centre	Retail/Office	Multi (65 units)
12	Hyper Panda	Retail	Single Tenant
13	Al Rawdah Business Centre	Retail/Office	Multi (25 units)
	Dammam		
14	Banque Saudi Fransi Building	Retail	Single Tenant
15	Hyper Panda	Retail	Single Tenant
16	Al Hokair Time Centre	Retail/Entertainment	Single Tenant
17	Ajdan Walk	Retail/Entertainment/Office	Single Tenant
18	Hyper Panda (Branch & Parking)	Retail	Single Tenant
19	Extra Store	Retail	Single Tenant
20	Ajdan Walk Cinema (Entertainment)	Retail/Entertainment	Multi (4 tenants)
	Total		

Source: JLL / The Client

# 1 Al Hayat Tower Apartments Hotel, Riyadh

# 1.1 Executive Summary



Source: JLL Inspection 2022

Executive Summary	
Inspection Date	19 July 2022
Location	Olaya District, Riyadh, KSA
Property Type	Hospitality
Tenure	Mortgaged (assumed Freehold)*
Land size (sq. m)	1,494.75
BUA (sq. m)	6,574
Fair Value (SAR)	19,320,000

Source: JLL / The Client

# 1.2 Property Location

#### **Macro Location**



Source: JLL / Google Earth

### **Micro Location**



<sup>\*</sup>Special Assumption of good and marketable freehold titles held free from any mortgages, charges, encumbrances and third-party interests and transferrable to foreign owners/entities.

Property Positioning	
Property	Al Hayat Tower Apartments Hotel
City	Riyadh
District	Olaya District
No. of Street Frontage/s	4
North	Unnamed Street
South	Shaddad Ibn Aous Street
East	Kaab Ibn Malik Street
West	Al Wara Street
Key Landmarks	Ministry of Interior at approx. 900 m south of the Property, King Fahd Public Library at approx. 1 km north of the Property, The Holiday Inn Hotel at approx. 100 m north of the Property and Al Faisaliyah Tower at approx. 1.6 km north of the Property.
Surrounding Land Uses	The surrounding area predominantly comprises furnished hotel/serviced apartments, government buildings and other commercial developments constructed along both Olaya Road and King Fahd Road. Makkah Al Mukkarramah Road is within proximity to the Property and also has similar characteristics to the area surrounding the Property.

Source: JLL

#### **Property Description** 1.3

<b>Property Description</b>					
Property Type	Hospitality				
Age (years)	22.5				
<b>Building Condition</b>	Good				
<b>Internal Condition</b>	Good				
No. of Floors	B+GF+M+5+R				
BUA (sq. m)	6,574				
Description	Hotel Apartments provides pedestria with construction The hotel is constitute total Built Up Ground, Mezzanin However, after co	Establishm an and vehi completed ructed on a Area of the e and 5 upp ncluding ou	tel apartment building currently leased by The Wonderful Party lent. The hotel is accessed via Shaddad Ibn Aous Street, which cular entry and exit to the Property. The Property is 22.5 years old in 2000.  land plot of 1,494.75 sq. m. In accordance with the Building Permit, Property is 6,574 sq. m with the Property extending to Basement, per floors, housing a total of 48 furnished apartments.  In visual inspection and our discussions with the property manager, a total of 63 units available within the property. Their breakdown is		
	Type No.	of Rooms	Details		
	Type 1	18	1 bedroom + 1 washroom		
	Type 2	5	1 bedroom + living room + 1 washroom		
	Type 3	10	1 bedroom + living room + 1 washroom + kitchen		
	Type 4	5	1 bedroom + living room + 1 washroom & jacuzzi + kitchen		
	Type 5	5	2 bedrooms + living room + 1 washroom		
	Type 6	10	2 bedrooms + living room + 2 washrooms		
	Type 7	10	2 bedrooms + living room + 2 washrooms + kitchen		
	Total	63			
	Source: JLL / Al Hayat Tower Apartments Hotel				
	our inspection, we tenant, some of th	e understan ie units wer	nsed for 48 rooms. However, from the information obtained during and that during the refurbishment process conducted by the previous resplit into smaller units. Thus, the capacity of the hotel has now e, however, that the current tenant has not confirmed if they have		

increased to 63 units. We note, however, that the current tenant has not confirmed if they have obtained a license to operate with the extended number of units.

The retail component of the hotel is situated on the ground floor and comprises four line-shops and one office. The Property is fully leased to one tenant and the above premises are sub-leased. The hotel is equipped with a reception area, a swimming pool, sauna, gym, firefighting system, 2 elevators and 2 stairwells.

Source: JLL / The Client

# 1.4 Legal

# 1.4.1 Tenure, Planning and Zoning

#### Summary

Description	
Title Deed No.	910104046943
Plot No. / Sub Division No.	9 / subdivision #1376
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold - Mortgaged
Title Deed Date	17/09/1440 (H) – 22/05/2019 (G)
Land Size (sq. m)	1,494.75
Source: The Client	

We have valued the Property under the Special Assumption of a good and marketable freehold title held free from any mortgages, charges, encumbrances and third-party interests and transferrable to foreign owners/entities. If at a later date any defects in title or restrictions on the transferability of the Properties are proven, this may affect our opinion of value and we reserve the right to review and amend our valuation accordingly.

For the purpose of our valuation we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on them for the purpose of this assignment.

Planning / Building Permit	Details
Permit Number	27/2/2k
Permit Date	13/04/1419 (H) - 06/08/1998 (G)
Permit end date	3 years from permit date
Owner	Nasser Mu'zi Obeid Al Enizi (previous owner, we understand that the current owner of the Property is Saudi Economic and Development company for Real Estate Funds)
Title deed number	0/14934
Plot no.	9
Subdivision no.	1376
Title deed date	18/07/1415 (H) - 21/12/1994 (G)
BUA (sq. m)	6,574
Source: The Client	

#### Building Specifications (provided in the building permit)

Type	Usage	Area (Sq. M)
Basement	Parking	1,486
Ground Floor	Commercial	889
Mezzanine	Offices	449
First	Residential	750
Repeated Floors	Residential	4x750
Total		6,574

Source: The Client

For the purposes of this valuation we have assumed that the building complies with the current building regulation. Should this not be the case, our opinion of value could be affected.

We suggest that specialist investigations are undertaken by appropriately qualified consultants to confirm the same. We also advise the Client to secure the completion certificate in accordance with the 'as built' floor plans.

# 1.4.2 Occupational Leases

We have been provided with the Leasing Agreement for the Property. We have presented the salient terms of the lease below:

Al Hayat Tower – Plot nu	ımber 9 o	f block number 1370	6 in Al Ma'thar area / Riyadh
Date:	Lease Agreement: 05/05/1443 (H) - 09/12/2021 (G)		
	Lease St	art Date: 28/05/1443	3 (H) - 1/1/2022 (G)
Lessor:	Saudi Ec	conomic and Develop	pment company for Real Estate Funds
Lessee:	The Wor	nderful Party Hotel A	partments Establishment
Term:	Five (5) (	Gregorian years start	ting from 28/05/1443 (H) - 01/01/2022 (G).
Property Area (sq. m):	Land me	easuring 1,494.75 sq.	m inclusive of any structure built on it.
Maintenance:	The tena	nnt is fully liable.	
Utilities:	The tena	nnt is fully liable.	
Subletting:	Permissi	ble if within the tern	n of this contract.
Annual Rent:	Sumn	nary Table	
	Year	Date	Annual Rent (SAR)
	1	1/1/2022	1,500,000
	2	1/1/2023	1,500,000
	3	1/1/2024	1,500,000
	4	1/1/2025	1,600,000
	5	1/1/2026	1,600,000
Termination:	The Lessor may terminate the Lease if the Lessee is in breach of its obligations under the Lease and fails to remedy such breach within fifteen (15) days of notice from the Lessor. Following such termination, the Lessor may claim the rent already due and such further damages (including legal costs) as the Lessor may suffer as a result of the Lessee's breach.		
Source: The Client			

source. The Chefft

As per the above lease, the current passing rent as of the Valuation Date is SAR 1,500,000. The head lease includes escalations within the term and the remaining duration of 4 years till expiry.

# 1.4.3 Operating Costs

As per the lease agreement, the tenant is responsible for all OpEx costs of the Property.

#### 1.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

#### **Market Rent**

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the rent or signed lease. This indicates the sustainability of the contracted rent (SAR 228 per sq m per annum) in terms of tenant affordability. Moreover, the contracted rent represents a recent lease signed 01/01/2022, which forms the best piece of evidence. Typically, when analysing affordable rental levels for serviced apartments it would be useful to analyse the recent annual income and expenditure budgets of the hospitality operator, but we note that this information was not made available to us.

We are also aware of a serviced apartment building of a similar room capacity currently let at SAR 1,500,000 per annum, which is in line with the rental rate of the Property. We have not been provided with the annual income and expenditure budgets of the hospitality operator, nevertheless, we undertook a high-level cross-check of the current rent against the potential stabilised revenues of the asset based on the rates provided by Al Hayat Tower Apartments Hotel management. This high-level analysis supports the sustainability of the contracted rent.

Based on the above, we are of the opinion that the current passing rent at SAR 228 per sq m of BUA is in line with Market Rent for similar units in this location. This Market Rent is subject to an annual market rental growth of 1.5% from year 2 of the cashflow onwards.

#### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, we have applied a Discount Rate of 9.75%, which we consider a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 8.00% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 19,320,000.

We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

valuation Summary Table	
	Al Hayat Tower Apartments Hotel
Net Passing Rent (Year 1)	SAR 1,500,000 per annum
Net Passing Rent (Year 6)	SAR 1,698,182 per annum
Discount Rate	9.75%
Exit Yield	8.00%
Fair Value December 2022 Valuation	SAR 19,320,000
Projected First Year's Forward Yield	7.76%
Source: JLL	

#### 1.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as at 31 December 2022 is:

SAR 19,320,000

(NINETEEN MILLION, THREE HUNDRED AND TWENTY THOUSAND SAUDI ARABIAN RIYALS)

# 1.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Ite	m	Our Approach
a)	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
b)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
c)	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
d)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

# 1.8 High Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Riyadh and have applied adjustment to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high level development costs for similar furnished apartments/hotels in the Kingdom and depreciated the said total cost over a period of 22.5 years (age of the Property).

	Area (sqm)	SAR/sqm	Summary (SAR)
Plot	1,494.75	10,000	14,947,500
Hotel	5,088	5,270	26,814,524
Basement	1,486	2,750	4,086,500
Development Cost	6,574	4,700	30,901,024
Total (Plot + Structure)			45,848,524

Source: JLL

	Years	SAR/Year	Total Depreciation
Depreciation (per year) - Straight Line	45	686,689	
Depreciation	22.5		-15,450,512
Source: JLL			

	Summary (SAR)
Plot	14,947,500
Development Cost	30,901,025
Total (Plot + Structure)	45,848,524
Depreciation	-15,450,512
Depreciated Replacement Cost	30,398,012

Source: JLL high level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 2 Al Jazeera Residential Compound, Riyadh

# 2.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	5 July 2022
Location	Sulaimaniah District, Riyadh, KSA
Property Type	Residential
Tenure	Mortgaged (assumed Freehold)*
Land size (sq. m)	20,758
BUA (sq. m)	12,803
NLA (sq. m)	9,580
Fair Value (SAR )	69,720,000

Source: the Client/JLL

# 2.2 Property Location

### **Macro Location**





### **Micro Location**



<sup>\*</sup>Special Assumption of good and marketable freehold titles held free from any mortgages, charges, encumbrances and third-party interests and transferrable to foreign owners/entities.

	Al Jazeera Residential Compound
	Riyadh
	Olaya District
	4
North	Al Moughirah Ibn Ayash Street
South	Ahmad Al Mawaqiti
East	Mujashi Ibn Masud
West	Unnamed Street
	Olaya Towers - approx. 1 km to the southwest; Kingdom Tower - approx. 1.5 km to the northwest and Faisaliyah Tower - approx. 1.6 km to the southwest.
	The surrounding area is predominantly residential with a number of compounds in the vicinity such as: Al Rajhi Compound, Akaria Compound and other smaller compounds. In addition there are multiple commercial developments along Musa Ibn Nusair Street.  Al Jazeera Supermarket and Al Sadhan Markets are located about 150 m north of the Property. There are a number of commercial buildings (Silicon Buildings) along Musa Ibn Nusair Street, east of Olaya Street.
	South East

# Source: JLL

# 2.3 Property Description

Property Description					
Property Type	Residential	Residential			
Age (years)	32.5				
Condition of Buildings	Fair				
Internal Condition	Fair				
No. of Floors	G + 1.5				
BUA (sq. m)	12,803				
NLA (sq. m)	9,580				
Description	The Property comprises a resimplified was constructed approached in Sulaimanyah subditional 20,758 sq. m, according to the The compound has a rectange at the centre of the compound There are 52 residential units, Property also has a shared conswimming pool, coffee shop, used for basketball and footbel aundry room and a shishal low the five bedroom VIP villas has car access from the street, who security checkpoint. The Proposecurity.  We have analysed the tenancy Leasable Area (NLA) of Al Jaze Schedule of Net Leasab	ximately 32 year I plots of land, It vision #897. The Title Deed provular shape, whe d. which comprise mmon area, whe gym, entertainn all, in addition to unge. Ive private swin ereas the Proper erty, however, of y schedule provuera Compound	ars ago. The Property has known as Plot # 68 and I e combined plots have a vided by the Client. The the common areas are 26 villas and 26 apartraich includes the followinent room, a tennis cout to a squash court, 2 play mming pools. All villas bearty has one main entra does not benefit from Nided to us and have sun below:	s been Plot # 69, both a total area of re mainly located ments. The ng facilities: a rt that is also /grounds, a enefit from direct nce with a lational Guard	
	Unit Type Number Net Leasable Net Leasable Area				
			a NLA (sq. m) NLA (s	q. m) per unit	
	1 Bedroom Apartments (small units)	10	600	60	
	1 Bedroom Apartments	6	1,092	182	
	2 Bedroom Apartments	10	1,104	110	
	3 BR Duplex	2	364	182	
	3 Bedroom Villas	13	2,936	226	
	4 BR Duplex	2	520	260	

Property Description				
	4 Bedroom Villas	5	1,544	309
	5 BR Duplex	2	520	260
	5 BR Villa	2	800	400
	Coffee Shop	1	50	50
	Boxing Room	1	50	50
	Total	54	9,580	

Source: JLL / The Client

# 2.4 Legal

# 2.4.1 Tenure, Planning and Zoning

Summary

Description	
Title Deed No.	310117046169
Plot No. / Sub Division No.	Plot Nos. 68/69 subdivision #897
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Mortgaged (assumed Freehold)
Title Deed Date	17/09/1440 (22 May 2019)
Source: The Client	

For this Report, we have made the Special Assumption that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

We have been provided with a building permit and building specification, the details of which are summarized below:

Planning / Building Permit	Details
Permit Number	1429/2024
Permit Date	24/02/1429 (2 March 2008)
Owner	Ibrahim Bin Abdulaziz Al Touq (Previous owner, we understand that the current owner is Saudi Economic and Development company for Real Estate Funds)
Title deed number	710114004642
Plot no.	68 / 69
Subdivision no.	897
Land Area (sq. m)	20,758
BUA (sq. m)	12,803
Carrage That Client	

Source: The Client

For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements. We have assumed that all information provided to us by the Client is accurate and we have relied on it for the purpose of this assignment.

# 2.4.2 Occupational Leases

We understand that the Property is multi-tenanted. As at the valuation date, the Property is 100% occupied. We have been provided with a tenancy schedule confirming the occupational leases and have relied on the information contained in the tenancy schedule provided to us for the purposes of this valuation. The Property is predominantly let to individuals on a yearly basis. The Property offers various types of accommodation with 19 fully furnished, 5 semi furnished and 28 unfurnished residential units.

Based on the information provided to us by the Client, we understand that as at the valuation date the total passing rent for the Property amounts to SAR 7,436,000 per annum.

# 2.4.3 Operating Costs

Property and Facility Management services are provided by Al Mahmal Facilities Service Company. The Client has provided us with the agreement, which states that the annual facility management fee is SAR 1,460,400 per annum. We understand that the management fee is fixed at 5% of passing rent, which breaks back to approx. SAR 190 per sq m of NLA, which is line with markets norms for compounds of a similar age and specification.

We have assumed that these costs are sustainable in the long-run and are sufficient for the normal operation of the Property, which has been confirmed by the Client. We also understand that the above costs also include landlord's utility costs for the common areas and a sinking fund.

In accordance with the lease agreements provided to us, we understand that the tenants cover the utility bills for the leased units.

#### 2.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising Discounted Cash Flow (DCF) valuation technique.

#### **Market Rent**

We have been provided with the rent-roll for individual tenants. We have analysed the current passing rents, which form the best evidence. We understand that the current rents within the Property are typically as follows:

#### Current Rents

Current Kents	
Type	Rent (SAR per unit per annum)
1 BR Apt	72,000 – 95,000
2 BR Apt	90,000 – 125,000
3 BR Duplex	155,000 – 160,000
3 BR Villa	165,000 – 190,000
4 BR Duplex	160,000 -170,000
4 BR Villa	175,000 – 225,000
5 BR Duplex	165,000 – 176,000
5 BR Villa	310,000 – 320,000
Source: The Client	

We have also considered the following comparable compounds:

Market Benchmarks – Rental Rates (SAR/Annum) – Apartments

Project	Average size of 1 BR, sq. m	1 BR Rent, SAR	Average size of 2 BR, sq. m	2 BR Rent, SAR	Average size of 3 BR, sq. m	3 BR Rent, SAR
Al Nakhla Compound	45	160,000	90-95	180,000- 220,000	•	•
Wadi Qortobah	80	144,800- 147,800	100 - 120	158,000- 178,000	•	•
Darraq, DQ	•	•	106 - 126	140,000	167	200,000
Venecia Compound	106 - 126	140,000	167	200,000	•	•
Eid Compound	35-55	80,000	99-140	159,000	•	•
Star Compound	•	•	147	125,000	•	•
La Casa Compound	67	69,000	122	78,000	150	95,000

Source: JLL Research

#### Market Benchmarks – Rental Rates (SAR/Annum) – Villas

Project	Average size of 2 BR, sq. m	2 BR Rent, SAR	Average size of 3 BR, sq. m	3 BR Rent, SAR	Average size of 4 BR, sq. m	4 BR Rent, SAR
Wadi Qortubah Villas	•	•	176-272	221,800- 272,400	243 - 272	259,000- 346,600
Darraq, DQ	•	•	450-550	260,000	450-900	280,000- 380,000
Venecia Compound	•	•	238 - 334	160,000	•	•
Alwaha Compound	145	110,000	175	120,000	245	170,000
Star Compound	•	•	•	•	160-180	175,000- 185,000
Alrabia Compound	•	•	284	130,000- 150,000	422-538	130,000- 150,000

Source: JLL Research

Based on our analysis and considering the age, specification and available facilities available within the comparables, we believe that the Market Rent for the Property is as follows:

Type	Market Rent (SAR per annum)
1 BR Apt	80,000
2 BR Apt	120,000 – 125,000
3 BR Duplex	160,000
3 BR Villa	175,000
4 BR Duplex	170,000
4 BR Villa	225,000
5 BR Duplex	175,000
5 BR Villa	320,000
Source: JLL Research	

We have been provided with the following annual rents for the other income-producing components. We understand that these components are rack-rented and have been allowed to run at the same level for the course of the current leases. However, we have allowed for a 1.5% growth rate per annum during the analysis period.

Type	Rent (SAR per unit per annum)
Boxing Room	21,000
café	100,000
Source: JLL / The Client	

Accordingly, the overall Market Rent for the Property is SAR 7,671,000 per annum.

#### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, we have applied a Discount Rate of 10.25%, which we consider to be the required return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 8.25% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 69,720,000.

We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

,	Al Jazeera Compound
Net Passing Rent (Year 1)	SAR 5,733,230 per annum
Net Passing Rent (Year 6)	SAR 6,345,608 per annum
Discount Rate	10.25%
Exit Yield	8.25%
Fair Value December 2022 Valuation	SAR 69,720,000
Projected First Year's Forward Yield	8.22%
Source: JLL	

### 2.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value under the Special Assumption specified above of the freehold interest in the Property as at 31 December 2022 is:

#### SAR 69,720,000

#### (SIXTY-NINE MILLION, NINE HUNDRED AND TWENTY THOUSAND SAUDI ARABIAN RIYALS)

### 2.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Ite	m	Our Approach
e)	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
f)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
g)	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
h)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

# 2.8 High Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. Normally we would consider a lifespan of 30 years for assets similar to the Property, however given the well-maintained condition of the Property we believe the lifespan can be extended to 40 years. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to land comparables for sites in the vicinity and have applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for residential compounds in the Kingdom and depreciated the said total cost over a period of 32.5 years (age of the Property).

#### **Total Replacement Costs**

	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	20,758	2,200	45,667,600
BUA	12,803		
Development Cost		4,000	51,212,000
Total (Plot + Structure)			96,879,600

#### **Depreciation Considerations**

	Years	SAR/Year	Total Depreciation
Depreciation (per year) - Straight Line	40	1,280,300	
Depreciation	32.5		(40,969,600)

#### **Total DRC Considerations**

	Summary (SAR)
Plot	45,667,600
Development Cost	51,212,000
Total (Plot + Structure)	96,879,600
Depreciation	(40,969,600)
Depreciated Replacement Cost	55,910,000
Source: JLL high level research and indicative analysis	

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 3 Hyper Panda, Riyadh

# 3.1 Executive Summary





Source: JLL / The Client

Executive Summary	
Inspection Date	7 July 2022
Location	Ishbiliyah District, Riyadh, KSA
Property Type	Retail
Tenure	Mortgaged (assumed Freehold)*
Land size (sq. m)	23,604
Built Up Area, BUA (sq. m)	10,784
Gross Leasable Area, GLA (sq. m)	10,784
Fair Value (SAR)	77,970,000

Source: JLL / The Client

# 3.2 Property Location

# **Macro Location**



# **Micro Location**



Source: JLL / Google Earth

<sup>\*</sup>Special Assumption of good and marketable freehold title held free from any mortgages, charges, encumbrances and third-party interests and transferrable to foreign owners/entities.

Property Positioning		
Property		Hyper Panda
City		Riyadh
District		Ishbiliyah District
No. of Street Frontage/s		4
	North	Qalaat Al Foustat Street
	South	Unnamed Street
	East	Unnamed Road. Visible from Al Sheikh Jaber Al Ahmad Al Sabah Street
	West	Unnamed Street
Key Landmarks		KASB compound approximately 100 m west of the Property, Ishbiliyah compound approximately 900 m west of the Property and King Fahd Stadium approximately 2.7 km southeast of the Property.
Surrounding Land Uses		The surrounding area is predominantly residential with commercial developments along King Abdullah Road and Sheikh Jaber Al Ahmad Al Sabah Street.

Source: JLL

# 3.3 Property Description

Property Description	
Property Type	Retail
Age (years)	9.5
<b>Building Condition</b>	Good
Internal Condition	Good
No. of Floors	GF+M
BUA (sq. m)	10,784
GLA (sq. m)	10,784
Description	The Property comprises a retail plaza known as Hyper Panda located off Sheikh Jaber Al Ahmad Al Sabah. It is understood that the construction of the building was completed in 2013. The Title Deed states a plot area of 23,604 sq. m and in accordance with Building Licence No. 12920/1432, the BUA/GLA of the Property is 10,784 sq. m. This floor area comprises a ground floor showroom element as well as a mezzanine floor level. The document does not provide the basis of measurement, however as confirmed by the Client, the area provided in the document is Gross Leasable Area / Built–Up Area including the mezzanine area. The building has an 'L' shaped layout, where the common areas are mainly located towards the perimeter of the building. Adequate car parking to service the retail plaza's requirement is at the northern end of the site. In total, the plaza comprises 25 retail units and a Hyper Panda. The retail units face both to the east and to the north.

Source: JLL / The Client

# 3.4 Legal

# 3.4.1 Tenure, Planning and Zoning

Summary

Description	
Title Deed No.	410111055251
Plot No. / Subdivision No.	Plot 4/G/1/1/3 of Plot 4/J/1/1 subdivision #no number
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold - Mortgaged
Title Deed Date	18/09/1440 (H) - 23/05/2019 (G)
Land Size (sq. m)	23,604
C =1 Cl' +	

Source: The Client

For this Report, we have made the Special Assumption that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like.

Planning / Building Permit	Details
Permit Number	1432/12920
Permit Date	5/11/1437 (H) - 8/8/2016 (G)
Owner	Saudi Economic and Development company for Real Estate Funds
Title deed number	210107029229
BUA (sq. m)	10,784

Source: The Client

Building Specifications (provided in the building permit)

Туре	Usage	Area sq. m
Mezzanine Floor	Commercial	154
<b>Ground Floor</b>	Commercial	10,630
Total		10,784
Source: The Client		

We have been provided with a building permit dated 8 August 2016 confirming the development as a commercial property. For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on it for the purpose of this assignment.

The Client has confirmed to us that the BUA and GLA of the Property are 10,784 sq. m. We have reflected this in our valuation and have assumed it to be correct and accurate as of the Valuation Date.

## 3.4.2 Occupational Leases

We have presented the salient terms of the lease contract provided to us by the Client in the summary table below. The head lease contract is for 15 years triple-net where the landlord is not liable for any maintenance costs and operating expenses throughout the duration of the agreed term.

Panda (Sheikh Jaber) – Plot nur	mber 4/G/1/1/3 o	f block number 4/G/	1/1 in Ishbeliah area / Riyadh.	
Date:	Lease Agreement: 14/01/1444 (H) - 12/08/2022 (G)			
	Related First Amendment: 24/10/1443 (H) - 25/05/2022 (G)			
Lessor (First Party):			company for Real Estate Funds	
Lessee (Second Party):	Al Aziziyah Pand	da United Company		
Lease Term:	Six (6) Gregoria	n years starting from	25 May 2022 G (corresponding to 24/10/1443 H	).
Property Area (sq. m):	Land consisting of 23,604 sq. m and all buildings currently erected on the plot as outlined in an annex to the Lease (we have not been provided with a copy of the aforementioned annex).  The Lease also covers any buildings to be erected on the plot so long as the Lessee has the authority to invest in such buildings.			
Maintenance:	The tenant is fu	lly liable.		
Utilities:	The tenant is fully liable.			
Subletting:	Permissible if w	rithin the term of this	s contract.	
Annual Rent & Escalations	Summary T	able		
	Year		Annual Rent (SAR)	
	0	25/5/2022	5,822,672	
	1	25/5/2023	6,116,252	
	2	25/5/2024	6,116,252	
	3	25/5/2025	6,116,252	
	4	25/5/2026	6,116,252	
	5	25/5/2027	6,116,252	
	6	25/5/2028	6,116,252	
Termination:	Subject to termination if the Lessee is in breach of its obligations under the Lease and fails to remedy such breach within forty-five (45) days of notice from the Lessor. The Lessee shall have another forty-five (45) days to return the property to the Lessor free of			

#### Panda (Sheikh Jaber) - Plot number 4/G/1/1/3 of block number 4/G/1/1 in Ishbeliah area / Riyadh.

any physical or financial encumbrances. Following such termination, the Lessor may claim the rent already due.

Source: The Client

As per the above lease, the current passing rent as of the Valuation Date is SAR 5,822,672. The head lease includes escalations within the term and the remaining duration of 5.5 years till expiry. We understand that the Lessee has priority over any proposed buyer in case the Lessor wishes to sell the Property to a third party (i.e. right of first refusal).

## 3.4.3 Operating Costs

As per the terms of the lease agreement detailed above, the lessee (i.e. Panda) is responsible for all the Property's operating expenditures as well as ongoing maintenance costs.

#### 3.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

#### **Market Rent**

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the rent or signed lease. This indicates the sustainability of the contracted rent (SAR 540 per sq. m of GLA per annum) in terms of tenant affordability.

Moreover, based on the information provided by the Client, specifically lease agreements for similar big-box Panda assets, current passing rates range between SAR 500 and SAR 725 per sq. m. Contracted and passing rents mostly depend on the location of each specific asset and the trading potential of the business. The Property's passing rent of SAR 540 per sq. m is in line with the lower end of the range, which reflects the large size of the Property. It should be noted that the parking provision for the Property (45% of the site area) is slightly below the parking provision for the comparables discussed above.

We have also had regard to prevailing rental comparables for similar big-box retail assets throughout the Kingdom, which are typically let on long-term leases. We understand that rental rates for such assets may currently range between SAR 550 and SAR 850 per sq. m, depending on macro and micro-location, direct competition, catchment area and the profile of the neighbourhood. All of the above factors affect such properties' rental rates significantly.

Based on the above, we are of the opinion that the current passing rent at SAR 540 per sq. m of BUA is in line with Market Rent for similar units in this location. This Market Rent is subject to an annual market rental growth of 1.5% from year 2 of the cashflow onwards.

### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the property in addition to the lease term, location, and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, given the long-term triple net lease in place at the Property, we have applied a Discount Rate of 8.5%, which we consider to be the return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.5% to the net income at the start of Year 6 to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as of the Valuation Date, is SAR 77,970,000.

We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

	Hyper Panda, Riyadh
Net Passing Rent (Year 1)	SAR 5,822,672 per annum
Net Passing Rent (Year 6)	SAR 6,116,252 per annum
Discount Rate	8.5%
Exit Yield	7.5%
Fair Value December 2022 Valuation	SAR 77,970,000
Projected First Year's Forward Yield	7.46%
Source: JLL	

### 3.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as of 31 December 2022 is:

#### SAR 77,970,000

### (SEVENTY-SEVEN MILLION, NINE HUNDRED AND SEVENTY THOUSAND SAUDI ARABIAN RIYALS)

### 3.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

lte	m	Our Approach
i)	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
j)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
k)	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
l)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair	We have adopted the Income Approach to measure the Fair Value of the Property.

Item Our Approach

value hierarchy within which the inputs are
categorised.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

## 3.8 High Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs, although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Riyadh and have applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for retail development in the Kingdom and depreciated the said total cost over a period of 9.5 years (age of the Property).

**Total Replacement Costs** 

·	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	23,604	2,600	61,370,400
BUA	10,784		
Total Development Cost	10,784	3,000	32,352,000
Total (Plot + Structure)			93,722,400

Source: JLL

#### **Depreciation Considerations**

	Years	SAR/Year	<b>Total Depreciation</b>
Depreciation (per year) - Straight Line	35	924,343	
Depreciation	9.5		-8,781,257

Source: JLL

### **Total DRC Considerations**

	Summary (SAR)
Plot	61,370,400
Development Cost	32,352,000
Total (Plot + Structure)	93,722,400
Depreciation	-8,781,257
Depreciated Replacement Cost	84,941,143
Source: JLL high level research and indicative analysis	

The DRC output is at a higher level than the Income Method output. We consider it to be reflective of the Property's land value which has benefited from increased market demand in addition to the relatively low site coverage.

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 4 Al Hamra Plaza, Riyadh

## 4.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	5 July 2022
Location	Mansourah District, Riyadh, KSA
Property Type	Retail
Tenure	Freehold
Land size (sq. m)	21,120*
BUA (sq. m)	13,021 (exc. Walls)
Fair Value (SAR )	69,900,000

Source: JLL/the Client

## 4.2 Property Location

#### **Macro Location**



Source: JLL / Google Earth

### **Micro Location**



<sup>\*</sup> The Client has instructed us to value the Property (as a whole) under the Special Assumption that all the defined plots form a single Property held freehold under a single title deed.

Property Positioning		
Property		Al Hamra Plaza
City		Riyadh
District		Mansourah District
No. of Street Frontage/s		3
	North	Al Madina Hypermarket, Riyadh Primary Notarial Office
	South	Al Fatah Street
	East	Islamabad Street
	West	Al Bathaa Street
Key Landmarks		Festival Markets at approx. 0.1 km. west, Al Imam General Hospital at approx. 0.45 km southeast
Surrounding Land Uses		The Property is located on Al Batha Road, which is a major commercial thoroughfare in the south of Riyadh. Al Batha Road is known for its abundance of small discount retailers. The districts surrounding the Property are densely populated with lower-income groups.  Immediately adjacent to the north of the Property is Al Madina Supermarket and approximately 700 metres further north on Al Batha is Al Jazira Supermarket.
Source: III		

#### Source: JLL

## 4.3 Property Description

Property Description	
Property Type	Retail
Age (years)	14.5
<b>Building Condition</b>	Fair
Internal Condition	Fair
No. of Floors	G+M
BUA (sq. m)	13,021 (exc. Walls)
Description	The Property comprises a retail plaza known as Al Hamra Plaza. The Property is constructed on a land area of 21,120 sq. m and has a total BUA of 13,021 sq. m. The Property has a total of 36 retail units, one anchor supermarket (currently vacant) and a free standing F&B outlet.  The retail units are arranged in a u-shape, with two pedestrian entrance/exits and one vehicular exit only onto Al Batha Road. The delivery access is from the rear of the retail units. Car parking is provided in the centre of the u-shape, with a total of 264 customer parking spaces according to the Client.
Source: The Client	

## 4.4 Legal

## 4.4.1 Tenure, Planning and Zoning

### Summary

,						
Description	Plots 55, 57 & 59	Plots 56	Plots 58	Plots 60	Plots 61 & 62	
Title Deed No.	793759000190	393759000189	393759000185	393759000188	793759000186	
District	Al Mansourah					
Owner	Saudi Economic and Development company for Real Estate Funds					
Tenure	Freehold					
Title Deed Date	02/09/1443 (16 September 2021)					
Size (Sq. m)	8,250.00	2,750.00	2,750.00	2,750.00	4,620.00	
Source: The Client						

For this Report, we have assumed that a good and marketable title is held free from encumbrances, mortgages, charges, third party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

The Client has instructed us to value the Property (as a whole) under the Special Assumption that all the defined plots forms a single Property held freehold under a single title deed.

Planning / Building Permit	Details
Permit Number	1430/5121
Permit Date	18/04/1430 (14 April 2009)
Owner	Saleh Abdullah Muhammed Al Olayan (Previous owner, we understand that the current owner is Saudi Economic and Development company for Real Estate Funds)
Title deed number	910106010429
Plot no.	55 to 62
Subdivision no.	2303
Title deed date	15/04/1429 (21 April 2008)
Land Area	21,120 sq. m
BUA (sq. m)	13,021 (exc. walls)
Source: The Client	

We have been provided with a building completion certificate dated 11/01/1431 (H) (28 November 2009 (G)) for plots no. 55 to 62 confirming the development completion as a retail centre. For the purpose of our valuation we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on it for the purpose of this assignment.

Building Specifications (provided in the building permit)

Туре	Usage	Area (Sq. m)
Mezzanine	Commercial	3,208
G floor	Commercial	9,472
G floor	Restaurant	321
Electricity room	Electricity room	20
Walls	Services	110
Total (exc. Walls)		13,021
Total		13,131

Source: The Client

## 4.4.2 Occupational Leases

We have been provided with a Master lease Agreement for the Property the salient details of which are summarised as follows:

Unified Real Estate Development
Saudi Economic and Development company for Real Estate Funds
10 Years
07 January 2016
Triple Net
Allowed
Annual in advance
One escalation of 12% at end of Year 5
Year 1-5: SAR 4,850,000 million + 20% of any lease amount above SAR 5.25 million during any year during the term Year 6-10: SAR 5,432,000 million + 20% of any lease amount above SAR 5.88 million during any

Based on the lease provided we understand that the lessor is entitled to 20% of sub-rental revenue should the lessee exceed the threshold of SAR 5,880,000 of the said earnings. We have been informed by the Client that the

aforementioned limit was not exceeded as at the date of valuation, therefore we allowed for the base rent of SAR 5,432,000 per annum to run till the expiry of the lease.

### 4.4.3 Operating Costs

As per the lease agreement, the tenant is responsible for all OpEx and maintenance costs of the Property. Hence, we have not been provided with operating costs for the Property by the Client.

#### 4.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

#### **Market Rent**

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any attempts to re-negotiate the currently payable rent or signed lease. This supports the sustainability of contracted rent (SAR 417 per sq. m per annum) in terms of tenant affordability.

Moreover, based on the information provided by the Client, specifically lease agreements for similar big-box retail assets (Extra and Panda retail units), current passing rates in these assets range between SAR 370 and SAR 700 per sq. m. Contracted and passing rents mostly depend on the location of each specific asset and the trading potential of the business. The Property's passing rent of SAR 417 per sq. m falls within the aforementioned range.

We have also had regard to prevailing rental comparables for similar big-box retail assets throughout the Kingdom, which are typically let on 5–15-year lease terms. We understand that rental rates historically agreed for such assets range between SAR 380 and SAR 700 per sq. m depending on macro and micro-location. Rental rates for such properties are affected significantly by direct competition, catchment area and the profile of the neighbourhood.

Based on the above, we are of the opinion that the current passing rent at SAR 417 per sq. m is in line with Market Rent for this location. This Market Rent is subject to an annual market rental growth of 1.5% from year 2 of the cashflow until the end of the current lease in place.

#### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the property in addition to the lease term, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section(Page 14), in forming our opinion of yield.

In valuing the asset given the long-term triple net lease in place at the Property, we have applied a Discount Rate of 9.25%, which we consider to be the required return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.5% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 69,900,000.

We have summarised our inputs and valuation of the Property in the table below:

#### Valuation Summary Table

, , , , , , , , , , , , , , , , , , , ,	
	Al Hamra Plaza
Net Operating Income (Year 1)	SAR 5,432,000 per annum
Net Operating Income (Year 6)	SAR 5,680,125 per annum
Discount Rate	9.25%
Exit Yield	7.5%
Fair Value December 2022 Valuation	SAR 69,900,000
Projected First Year's Forward Yield	7.77%

Source: JLL

### 4.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value under the Special Assumption specified above of the freehold interest in the Property as at 31 December 2022 is:

#### SAR 69,900,000

#### (SIXTY-NINE MILLION, NINE HUNDRED THOUSAND SAUDI ARABIAN RIYALS)

## 4.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Ite	n	Our Approach
m)	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
n)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
0)	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
p)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

## 4.8 High Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to the land comparables for sites in the vicinity and have applied adjustment to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high level development costs for similar retail developments in the Kingdom and depreciated the said total cost over a period of 14.5 years (age of the Property).

## **Total Replacement Costs**

,	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	21,120	2,000	42,240,000
GFA	13,020		
Development Cost		3,000	39,060,000
Total (Plot + Structure)			81,300,000

#### **Depreciation Considerations**

	Years	SAR/Year	<b>Total Depreciation</b>
Depreciation (per year) - Straight Line	35	1,116,000	
Depreciation	14.5		-16,182,000

#### **Total DRC Considerations**

	Summary (SAR)
Plot	42,240,000
Development Cost	39,060,000
Total (Plot + Structure)	81,300,000
Depreciation	-16,182,000
Depreciated Replacement Cost	65,118,000

Source: JLL high level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 5 Irqah Plaza, Riyadh

## 5.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	5 July 2022
Location	Irqah District, Riyadh, KSA
Property Type	Retail
Tenure	Freehold
Land size (sq. m)	14,268.98
BUA (sq. m)	9,147.63 (exc. Fences)
GLA (sq. m)	7,505
Fair Value (SAR )	81,950,000

#### Source: JLL / the Client

## 5.2 Property Location

### **Macro Location**



Source: JLL / Google Earth

## **Micro Location**



Property Positioning		
Property		Irqah Plaza
City		Riyadh
District		Irqah District
No. of Street Frontage/s		4
	North	Al Sahraa Al Qoubra
	South	Prince Meshaal Ibn Abd Al Aziz
	East	Unnamed Street
	West	Unnamed Street
Key Landmarks		Ibn Khaldun schools at approx. 1 km. to the west, Diplomatic Quarter at approx. 2.5 km. to the east
Surrounding Land Uses		The surrounding area is predominantly residential with commercial developments along Prince Meshaal Ibn Abd Al Aziz Road.  Wadi Plaza is a retail development, located immediately to the west of the Property. Among other developments located in close proximity to the Property, are Al Ahli Bank, located on the opposite side of Prince Meshaal Ibn Abd Al Aziz Road and Ibn Khaldun schools, located 2 kilometres west of the Property. The majority of the residential plots in the eastern part of the district are developed as G+1 and G+2, while the western part is being developed as high end residences, especially the part near to the Western Ring Road.  There are large commercial parcels along Prince Meshaal Ibn Abd Al Aziz Road which are not developed. It is our understanding that these commercial plots are mainly held freehold by the Royal Family and are very rarely transacted / developed. However, potentially, these plots may be used for commercial development increasing competition to the Property.  Royal Family residences are located in immediate proximity to the Property, while the Diplomatic Quarter is located 2.5 kilometres to the east of the Property.

Source: JLL

## 5.3 Property Description

Property Description	
Property Type	Retail
Age (years)	7.5
<b>Building Condition</b>	Good
Internal Condition	Good
No. of Floors	G+M
BUA (sq. m)	9,147.63 (exc. walls)
GLA (sq. m)	7,505
Description	The Property comprises a retail plaza known as Irqah Plaza. Construction of the building was competed in 2015.  From the survey documents provided to us, we understand that total BUA of the Property is 9,147.63 sq. m. Gross Leasable Area (GLA) of the Property is 7,505 sq. m. The building has an "L" shaped layout, where the common areas are mainly located outside of the building.  The Plaza is constructed on a land plot with a total area of 14,268.98 sq. m and provided with uncovered ground parking for 177 car parking lots.  The Plaza has one vehicular entrance and one exit facing Prince Meshaal Ibn Abd Al Aziz Road. Loading areas are located along the western part of the building.  The shopping centre includes a total of 14 retail units, with tenants including: food supermarket Tamimi, Starbucks, Whites Pharmacy and Cinnabon.
Source, III / The Client	• • • • • • • • • • • • • • • • • • • •

Source: JLL / The Client

## 5.4 Legal

## 5.4.1 Tenure, Planning and Zoning

Summary

Description	
Title Deed No.	311610004529
Plot No. / Sub Division No.	Plot no. 22/2 subdivision #2216
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold
Title Deed Date	26/08/1443 (29 March 2022)
Area, (sq. m)	14,268.98
Source: The Client	

For this Report, we have assumed that a good and marketable title is held free from encumbrances, mortgages, charges, third party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

Planning / Building Permit	Details
Permit Number	1750
Permit Date	5/2/1435 (8 December 2013)
0	Abdel Qader Al Mahdi And Sons Co. (Previous owner, we understand that the current owner is Saudi Economic and Development company for Real Estate
Owner:	Funds)
Title deed number	311906000231
Plot no.	2/22
Subdivision no.	2216
Title deed date	15/9/1436 (2 July 2015)
BUA, sq. m	9,147.63 (exc. Fences)
Land Area, sq. m	14,268.98

Source: The Client

For the purpose of our valuation we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all the information provided to us by the Client to be accurate and have relied on it for the purpose of this assignment.

Building Specifications (provided in the building permit)

Туре	Usage	Area (sq. m)
ATM Space	Commercial	11
Mezzanine	Commercial	1,478.89
Ground Floor	Commercial	7,637.74
Electricity Room	Electricity	20
Fence		615

Source: The Client

## 5.4.2 Occupational Leases

We understand that the Property is multi-tenanted. As at the valuation date, the Property was c. 97% occupied, with only 2 units vacant. We have been provided with a tenancy schedule confirming the occupational leases and have relied on the information contained in the tenancy schedule provided to us for the purposes of this valuation.

Based on the information provided to us by the Client, we understand that as at the valuation date the total passing rent in the Property amounts to SAR 6,816,727 per annum.

From the documents provided to us, we understand that the following tenants are in occupation under long-term leases with agreed rental escalations as follows:

Tenant	Rent Increase SAR, year
Saudi Hollandi Bank-Saudi Hollandi Bank	Increase of SAR 100,000; 2025
	Represents 11% in 2025
Al Awwal Bank ATM	Increase of SAR 22,000; 2025
	Represents 15% in 2025
Tamimi Markets CoTamimi	Increase of SAR 184,175; 2025
	SAR 193,383.41, 2030
	Represents 5% every 5 years
Source: The Client	

## 5.4.3 Operating Costs

As per the information provided to us by the Client, the landlord is responsible for all OpEx costs of the Property which amounts to 10% of Rental Value, which equates to approximately SAR 75 per sq. m of BUA per annum, which is in line with the markets retail developments of such specification.

#### 5.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF) technique.

#### **Market Rent**

We have been provided with a rent-roll for individual tenants. Therefore, we have analysed the current passing rents, which form the best evidence. We understand that the current rents within the Property are typically as follows:

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Tenant	Type	Size, sq. m	Rent (SAR per annum)	Rent (SAR per sq. m)
Saudi Hollandi Bank-Saudi Hollandi Bank	Shop	395.6	900,000	2,275.03
Alnuqush alfarida	Shop	117.7	141,240	1,200.00
Fofa Chocolate Est.	Shop	117.17	141,240	1,205.43
Elite Food CateringCompany-The Sandwich Co.	Shop	117.7	165,448	1,405.68
Daily foods trading CoMaestro Pizza	Shop	128	183,510	1,433.67
Food & Entertainment Co. Ltd.	Shop	119.13	142,956	1,200.00
Innovative Union Co. Ltd.	Shop	122.1	147,436	1,207.50
Pharmacy beauty company second trade- Whites Pharmacy	Shop	319.99	386,388	1,207.50
Al Jamil for trading EstAL Jamil Optical	Shop	86.57	127,258	1,470.00
Gulf Trading Holding Co. LTDAl Rifai	Shop	88.01	152,822	1,736.42
Axa Cooperative Insurance CoAxa	Shop	88.01	158,858	1,805.00
Alshaya International Trading CoStarbucks	Shop	186.71	336,078	1,800.00
Al Awwal Bank	ATM	12	150,000	12,500.00
Tamimi Markets CoTamimi	Anchor	5,397.06	3,683,493	682.50
Total		7,295.75	6,816,727	

Source: The Client

Based on the above we understand that the line retail units generally command a rent of SAR 1,200 – 1,800 per sq. m. The anchor tenant is currently rented at SAR 682.50 per sq. m, which is in line with the market levels for such types of tenants.

We have had regard to different retail offering in the market, covering good quality retail space and street retail units throughout Riyadh city. The below table provides an overview of the retail space considered and the rental rates attributed in each. The rents reflect rates attributed to line shops and F&B units.

Thaghr Plaza	No	Development	Location	Development Type	GLA (sqm)	Average Rental Rate (SAR/sqm pa)	Occupancy
Awwal Road   Northern ring road,   Community   21,000   2,200-2,500   95%   Hittin   Hittin   Hittin   Hittin   S   Riyadh Park   Northern ring road,   Super-Regional   92,000   3,000   80%   Hittin   Super-Regional   109,000   1,950-3,250   98%   Muruj   Super-Regional   109,000   1,950-3,250   98%   Muruj   Super-Regional   109,000   1,950-3,250   98%   Suman Road   Super-Regional   109,000   1,950-3,250   98%   Super-Regional   109,000   1,950-3,250   98%   Super-Regional   109,000   1,950-3,250   98%   Super-Regional   109,000   1,300-1,800   99%   Super-Regional   1,300-1,800   1,300-1,800   99%   Super-Regional   1,300-1,800   1,300-1,800   99%   Super-Regional   1,300-1,800   1,500-1,800   1,500-3,900   Super-Regional   1,500	1	Thaghr Plaza			12,200		90%
Hittin   Northern ring road,   Super-Regional   92,000   3,000   80%   Hittin   Hittin   Hittin   Hittin   Hittin   Super-Regional   92,000   3,000   80%   80%   Hittin   Hittin   Hittin   Super-Regional   109,000   1,950-3,250   98%   Murui   Super-Regional   109,000   1,950-3,250   98%   Murui   Super-Regional   109,000   1,300-1,800   99%   Super-Regional   109,000   1,300-1,800   99%   Super-Regional   1,300-1,800   1,300-1,800   99%   Super-Regional   1,300-1,800   1,300-1,800   99%   Super-Regional   1,300-1,800   1,300-1,800   99%   Super-Regional   1,300-1,800   1,500   90%   Super-Regional   1,300-1,800   1,500   90%   Super-Regional   1,300-1,800   1,500-3,900   Super-Regional   1,500-3,900	2	The Boulevard		Community	22,500	1,500-1,700	93%
Hittin    Name	3	Rubeen Plaza		Community	21,000	2,200-2,500	95%
Muruj   Neighbourhood   A,300   1,300-1,800   99%   Gate   Airport Road with Prince Mohammed Bin Salman Road   Neighbourhood   A,300   1,300-1,800   99%   Neighbourhood   A,300   1,300-1,800   99%   Neighbourhood   A,300   A,300-1,800   99%   Neighbourhood   A,300   A,500-3,900	4	Riyadh Park		Super-Regional	92,000	3,000	80%
Gate Airport Road with Prince Mohammed Bin Salman Road  7 The Landmark Irqah District Community 18,000 1,500 90%  8 Olaya Towers Intersection of Olaya Street with Prince Muhammad Ibn Abdulaziz Road  9 Granada Mall Ash Shuhada District Regional 88,000 2,000-2,200 100%  10 Al-Raidah Digital City (Formerly ITCC)  11 Oud square Diplomatic Quarter Neighbourhood 3,230 2,000 75%  12 Panorama Mall Takhasussi Street Regional 83,000 1,500-1,800 100%  13 Al Oruba Square Al Ouroba Street Community 10,800 1,500-2,000 95%  14 Fiorenza La Piazza Al Mohammadiyah District Oistrict District District Neighbourhood 5,000 2,000 30%  15 Al Bujairi square Diriyah Neighbourhood 5,000 2,000 100%  16 Al Kindi Diplomatic Quarter Neighbourhood 4,600 800-900 95%  17 Al Fazari Diplomatic Quarter Neighbourhood 6,300 800-900 95%  18 Yasmin Plaza Anas Ibn Malik (Al Neighbourhood 7,500 1,500-2,000 100% Yasmin)  19 Nawaf Square Al Malqa Neighbourhood 7,000 1,100-1,300 100% Al Malqa)  20 Al Malqa Square Anas Ibn Malik (Al Neighbourhood 7,200 1,100-1,300 60% Malqa)  21 Tal Plaza Anas Ibn Malik (Al Neighbourhood 7,200 1,500-2,000 95-100% Malqa)  22 Tal Plaza Anas Ibn Malik (Al Neighbourhood 7,000 1,500-2,000 95-100% Malqa)  23 Back Yard King Abdul Aziz Road Neighbourhood 8,500 1,300-1,600 90-95%	5	Riyadh Gallery		Super-Regional	109,000	1,950-3,250	98%
Basis   Olaya Towers   Intersection of Olaya   Street with Prince   Muhammad Ibn   Abdulaziz Road	6		Airport Road with Prince Mohammed	Neighbourhood	4,300	1,300-1,800	99%
Street with Prince Muhammad Ibn Abdulaziz Road	7	The Landmark	Irqah District	Community	18,000	1,500	90%
10 Al-Raidah Digital City (Formerly ITCC) 11 Oud square Diplomatic Quarter Neighbourhood 3,230 2,000 75% 12 Panorama Mall Takhasussi Street Regional 83,000 1,500-1,800 100% 13 Al Oruba Square Al Ouroba Street Community 10,800 1,500-2,000 95% 14 Fiorenza La Piazza Al Mohammadiyah District 15 Al Bujairi square Diriyah Neighbourhood 5,000 2,000 100% 15 Al Fazari Diplomatic Quarter Neighbourhood 4,600 800-900 95% 17 Al Fazari Diplomatic Quarter Neighbourhood 6,300 800-900 95% 18 Yasmin Plaza Anas Ibn Malik (Al Neighbourhood 7,500 1,500-2,000 100% 19 Nawaf Square Anas Ibn Malik (Al Neighbourhood 7,500 1,100-1,300 100% Malqa) 20 Al Malqa Square Al Malqa Neighbourhood 7,200 1,100-1,300 60% Commercial Building Malqa) 21 Tal Plaza Anas Ibn Malik (Al Neighbourhood 7,000 1,500-2,000 95-100% Malqa) 22 Tal Plaza Anas Ibn Malik (Al Neighbourhood 8,500 1,300-1,600 90-95% Malqa) 23 Back Yard King Abdul Aziz Road (Al Yasmin)		Olaya Towers	Street with Prince Muhammad Ibn	Neighbourhood	9,130	1,500-3,900	64%
Formerly ITCC	9	Granada Mall	Ash Shuhada District	Regional	88,000	2,000-2,200	100%
12Panorama MallTakhasussi StreetRegional83,0001,500-1,800100%13Al Oruba SquareAl Ouroba StreetCommunity10,8001,500-2,00095%14Fiorenza La PiazzaAl Mohammadiyah DistrictCommunity10,0002,50080%15Al Bujairi squareDiriyahNeighbourhood5,0002,000100%16Al KindiDiplomatic QuarterNeighbourhood4,600800-90095%17Al FazariDiplomatic QuarterNeighbourhood6,300800-90095%18Yasmin PlazaAnas Ibn Malik (Al Neighbourhood7,5001,500-2,000100%19Nawaf SquareAnas Ibn Malik (Al Neighbourhood7,1001,100-1,300100%20Al Malqa SquareAl MalqaNeighbourhood7,2001,100-1,30060%21Al Muhanna Commercial Building Malqa)Anas Ibn Malik (Al Neighbourhood7,2001,100-1,30060%22Tal PlazaAnas Ibn Malik (Al Neighbourhood7,0001,500-2,00095-100%23Back YardKing Abdul Aziz Road (Al Yasmin)Neighbourhood8,5001,300-1,60090-95%	10		An Nakheel	Community	28,000	2,000-3,000	25%
13         Al Oruba Square         Al Ouroba Street         Community         10,800         1,500-2,000         95%           14         Fiorenza La Piazza         Al Mohammadiyah District         10,000         2,500         80%           15         Al Bujairi square         Diriyah         Neighbourhood         5,000         2,000         100%           16         Al Kindi         Diplomatic Quarter         Neighbourhood         4,600         800-900         95%           17         Al Fazari         Diplomatic Quarter         Neighbourhood         6,300         800-900         95%           18         Yasmin Plaza         Anas Ibn Malik (Al Neighbourhood         7,500         1,500-2,000         100%           19         Nawaf Square         Anas Ibn Malik (Al Neighbourhood         7,100         1,100-1,300         100%           20         Al Malqa Square         Al Malqa         Neighbourhood         8,000         1,700-2,000         100%           21         Al Muhanna         Anas Ibn Malik (Al Neighbourhood         7,200         1,100-1,300         60%           22         Tal Plaza         Anas Ibn Malik (Al Neighbourhood         7,000         1,500-2,000         95-100%           23         Back Yard         King Abdul	11	Oud square	Diplomatic Quarter	Neighbourhood	3,230	2,000	75%
14Fiorenza La PiazzaAl Mohammadiyah DistrictCommunity10,0002,50080%15Al Bujairi squareDiriyahNeighbourhood5,0002,000100%16Al KindiDiplomatic QuarterNeighbourhood4,600800-90095%17Al FazariDiplomatic QuarterNeighbourhood6,300800-90095%18Yasmin PlazaAnas Ibn Malik (Al Neighbourhood7,5001,500-2,000100%19Nawaf SquareAnas Ibn Malik (Al Neighbourhood7,1001,100-1,300100%20Al Malqa SquareAl MalqaNeighbourhood8,0001,700-2,000100%21Al Muhanna Commercial BuildingMalqa)Neighbourhood7,2001,100-1,30060%22Tal PlazaAnas Ibn Malik (Al Neighbourhood7,0001,500-2,00095-100%23Back YardKing Abdul Aziz Road (Al Yasmin)Neighbourhood8,5001,300-1,60090-95%	12	Panorama Mall	Takhasussi Street	Regional	83,000	1,500-1,800	100%
District  15 Al Bujairi square Diriyah Neighbourhood 5,000 2,000 100%  16 Al Kindi Diplomatic Quarter Neighbourhood 4,600 800-900 95%  17 Al Fazari Diplomatic Quarter Neighbourhood 6,300 800-900 95%  18 Yasmin Plaza Anas Ibn Malik (Al Neighbourhood 7,500 1,500-2,000 100%  Yasmin)  19 Nawaf Square Anas Ibn Malik (Al Neighbourhood 7,100 1,100-1,300 100%  Malqa)  20 Al Malqa Square Al Malqa Neighbourhood 8,000 1,700-2,000 100%  21 Al Muhanna Anas Ibn Malik (Al Neighbourhood 7,200 1,100-1,300 60%  Commercial Building Malqa)  22 Tal Plaza Anas Ibn Malik (Al Neighbourhood 7,000 1,500-2,000 95-100%  Malqa)  23 Back Yard King Abdul Aziz Road Neighbourhood 8,500 1,300-1,600 90-95%  (Al Yasmin)	13	Al Oruba Square	Al Ouroba Street	Community	10,800	1,500-2,000	95%
16Al KindiDiplomatic QuarterNeighbourhood4,600800-90095%17Al FazariDiplomatic QuarterNeighbourhood6,300800-90095%18Yasmin PlazaAnas Ibn Malik (Al Neighbourhood Yasmin)7,5001,500-2,000100%19Nawaf SquareAnas Ibn Malik (Al Neighbourhood Malqa)7,1001,100-1,300100%20Al Malqa SquareAl MalqaNeighbourhood Neighbourhood Neighb	14	Fiorenza La Piazza	_	Community	10,000	2,500	80%
17 Al Fazari Diplomatic Quarter Neighbourhood 6,300 800-900 95% 18 Yasmin Plaza Anas Ibn Malik (Al Neighbourhood 7,500 1,500-2,000 100% Yasmin) 19 Nawaf Square Anas Ibn Malik (Al Neighbourhood 7,100 1,100-1,300 100% Malqa) 20 Al Malqa Square Al Malqa Neighbourhood 8,000 1,700-2,000 100% 21 Al Muhanna Anas Ibn Malik (Al Neighbourhood 7,200 1,100-1,300 60% Commercial Building Malqa) 22 Tal Plaza Anas Ibn Malik (Al Neighbourhood 7,000 1,500-2,000 95-100% Malqa) 23 Back Yard King Abdul Aziz Road Neighbourhood 8,500 1,300-1,600 90-95% (Al Yasmin)	15	Al Bujairi square	Diriyah	Neighbourhood	5,000	2,000	100%
18 Yasmin Plaza Anas Ibn Malik (Al Neighbourhood 7,500 1,500-2,000 100% Yasmin)  19 Nawaf Square Anas Ibn Malik (Al Neighbourhood 7,100 1,100-1,300 100% Malqa)  20 Al Malqa Square Al Malqa Neighbourhood 8,000 1,700-2,000 100%  21 Al Muhanna Anas Ibn Malik (Al Neighbourhood 7,200 1,100-1,300 60% Commercial Building Malqa)  22 Tal Plaza Anas Ibn Malik (Al Neighbourhood 7,000 1,500-2,000 95-100% Malqa)  23 Back Yard King Abdul Aziz Road Neighbourhood 8,500 1,300-1,600 90-95% (Al Yasmin)	16	Al Kindi	Diplomatic Quarter	Neighbourhood	4,600	800-900	95%
Yasmin)         19 Nawaf Square       Anas Ibn Malik (Al Neighbourhood Malqa)       7,100       1,100-1,300       100%         20 Al Malqa Square       Al Malqa       Neighbourhood Neighbou	17	Al Fazari	Diplomatic Quarter	Neighbourhood	6,300	800-900	95%
Malqa)  20 Al Malqa Square Al Malqa Neighbourhood 8,000 1,700-2,000 100%  21 Al Muhanna Anas Ibn Malik (Al Neighbourhood 7,200 1,100–1,300 60%  Commercial Building Malqa)  22 Tal Plaza Anas Ibn Malik (Al Neighbourhood 7,000 1,500-2,000 95-100%  Malqa)  23 Back Yard King Abdul Aziz Road Neighbourhood 8,500 1,300-1,600 90-95%  (Al Yasmin)	18	Yasmin Plaza	•	Neighbourhood	7,500	1,500-2,000	100%
21 Al Muhanna Anas Ibn Malik (Al Neighbourhood 7,200 1,100–1,300 60% Commercial Building Malqa)  22 Tal Plaza Anas Ibn Malik (Al Neighbourhood 7,000 1,500-2,000 95-100% Malqa)  23 Back Yard King Abdul Aziz Road Neighbourhood 8,500 1,300-1,600 90-95% (Al Yasmin)	19	Nawaf Square		Neighbourhood	7,100	1,100-1,300	100%
Commercial Building Malqa)  22 Tal Plaza Anas Ibn Malik (Al Neighbourhood 7,000 1,500-2,000 95-100% Malqa)  23 Back Yard King Abdul Aziz Road Neighbourhood 8,500 1,300-1,600 90-95% (Al Yasmin)	20	Al Malqa Square	Al Malqa	Neighbourhood	8,000	1,700-2,000	100%
Malqa) 23 Back Yard King Abdul Aziz Road Neighbourhood 8,500 1,300-1,600 90-95% (Al Yasmin)	21			Neighbourhood	7,200	1,100-1,300	60%
(Al Yasmin)	22	Tal Plaza		Neighbourhood	7,000	1,500-2,000	95-100%
24 Alahsa square Al Ahsa Street Neighbourhood 3,670 1,900 100%	23	Back Yard			8,500	1,300-1,600	90-95%
	24	Alahsa square	Al Ahsa Street	Neighbourhood	3,670	1,900	100%

Source: JLL Research

The above rental rates are registered for units of small size in the assets listed above across various properties in Riyadh. The retail units in similar plazas tend to achieve the rates in the range of SAR 1,200 – 1,800, which is matching the current rental profiles.

Therefore, we applied Market Rent of SAR 1,300 per sq. m for the typical retail units and SAR 1,800 per sq. m for the prominent units with better exposure (e.g., Bank and Starbucks). For the anchor accommodation we applied the rate of SAR 700 per sq. m.

The application of the rates above is shown below:

Suite No.	Area, sq. m	Market Rent, per sq. m	Market Rent, SAR per annum
1,2	395.6	1,800	712,080
3	117.7	1,300	153,010
4	117.17	1,300	152,321
5	117.7	1,300	153,010
6	128	1,300	166,400
7	119.13	1,300	154,869
8	121	1,300	157,300
9	122.1	1,300	158,730
10,11	319.99	1,300	415,987
12	86.57	1,300	112,541
13	88.01	1,300	114,413
14	88.01	1,300	114,413
15	88.01	1,300	114,413
16,17	186.71	1,800	336,078
ATM	12	12,500	150,000
Supermarket - Anchor	5,397.06	700	3,777,942
Total	7,505		6,943,507
Source: JLL			

The resultant Market Rent for the Property is SAR 6,943,507 per annum. This Market Rent is subject to an annual market rental growth of 1.5% from year 2 of the cashflow onwards.

## Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, we have applied a Discount Rate of 9.25%, which we consider to be the return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.50% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 81,950,000.

We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

valuation Summary Table	Irgah Plaza
Net Passing Rent (Year 1)	SAR 6,222,703 per annum
Net Passing Rent (Year 6)	SAR 6,563,218 per annum
Discount Rate	9.25%
Exit Yield	7.50%
Fair Value December 2022 Valuation	SAR 81,950,000
Projected First Year's Forward Yield	7.59%
Source: JLL	

### 5.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as at 31 December 2022 is:

### SAR 81,950,000

## (EIGHTY-ONE MILLION, NINE HUNDRED AND FIFTY THOUSAND SAUDI ARABIAN RIYALS)

## 5.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Ite	m	Our Approach
<i>q)</i>	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
r)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
s)	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
t)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

## 5.8 High Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

We note that this analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs noting that JLL was not appointed as a quantity surveyor and was not instructed to undertake any check measurements or condition assessment for the Property. That being said, we have relied on the area figures provided to us by the client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in the vicinity and have applied adjustment to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high level development costs for similar community/strip malls/plazas in the Kingdom and depreciated the said total cost over a period of 7.5 years (age of the Property).

## **Total Replacement Costs**

	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	14,268.98	2,200	31,391,756
BUA	9,147.63		
Development Cost		3,500	32,016,705
Total (Plot + Structure)			63,408,461

Source: JLL

#### **Depreciation Considerations**

	Years	SAR/Year	Total Depreciation
Depreciation (per year) - Straight Line	35	914,763.00	
Depreciation	7.5		-6,860,723
Source: JLL			

**Total DRC Considerations** 

	Summary (SAR)
Plot	31,391,756
Development Cost	32,016,705
Total (Plot + Structure)	63,408,461
Depreciation	-6,860,723
Depreciated Replacement Cost	56,547,739

Source: JLL high level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 6 Al Manahij School, Riyadh

## 6.1 Executive Summary





Source: JLL Inspection 2022

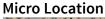
Executive Summary	
Inspection Date	6 July 2022
Location	Al Ghadir District, Riyadh, KSA
Property Type	Education
Tenure	Mortgaged (assumed Freehold) *
Land size (sq. m)	9,200
BUA (sq. m)	17,058 (exc. Fences)
Fair Value (SAR)	52,030,000

Source: JLL / The Client

## 6.2 Property Location

#### **Macro Location**







Source: JLL / Google Earth

<sup>\*</sup>Special Assumption of a good and marketable freehold title held free from any mortgages, charges, encumbrances and third-party interests and transferrable to foreign owners/entities.

	Al Manahij School
	Riyadh
	Al Ghadir District
	4
North	At Tansiq Street
South	Nahr Al Nile Street
East	Wadi Al Qarn Street
West	Al Tamimi Street
	Jarir Bookstore at approx. is 1.3 km to the south of the Property, Tala Mall is approx. 1 km to the south of the Property and Saco World is approx. 0.7 km to the south of the Property.
	The surrounding area is predominantly residential with commercial developments along King Abdulaziz Road.
	South East

#### Source: JLL

## 6.3 Property Description

Borner Brown College	
Property Description	
Property Type	School
Age (years)	16.5
<b>Building Condition</b>	Good
Internal Condition	Good
No. of Floors	B+GF+1+2
BUA (sq. m)	17,058 (exc. Fences)
Description  Source: III. / The Client	The school is constructed on a land plot with a total area of 9,200 sq. m. As per the building permit provided to us, we understand that the total BUA of the Property is 17,058 sq. m, comprising 6 buildings which form the Al Manahij School. Construction of the buildings was completed in 2006. The boys' school has three (3) GF+1+2 buildings, one for elementary and one for intermediate and one for high school grades. The girls' school has an identical layout for two (2) Buildings, Kindergarten is a separate building which consists of 3 floors (GF+1+2). The school has one entrance for each building. There are 100 classrooms in total, while part of building number 5 is used by the management for administrative purposes. Most of the basements within the Property are allocated for educational/classroom uses. However, the basement in Building 1 comprises an indoor pool. The school is equipped with ICT, biology and chemistry labs, two labs (one for females and one for males), as well as a soccer field, for all grades. During our inspection, we noted that the building is equipped with firefighting systems throughout the school. We also noted that there are security cameras covering all of the buildings.

### Source: JLL / The Client

## 6.4 Legal

## 6.4.1 Tenure, Planning and Zoning

## Summary

Description	
Title Deed No.	893759000187
Plot No. / Sub Division No.	No plot number / Subdivision #2726
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold - Mortgaged
Title Deed Date	02/09/1443 (H) - 03 April 2022 (G)
Land Size (sq. m)	9,200

For this Report, we have made the Special Assumption that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected.

For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on them for the purpose of this assignment.

Planning / Building Permit	Details
Permit Number	7618/1425
Permit Date	27/11/1425 (H) – 08/01/2005 (G)
Permit end date	3 years from the permit date
Owner	Mohammed Ali Saud Al Saqri (Previous owner, we understand that the current owner of the Property is Saudi Economic and Development company for Real Estate Funds)
Title deed number	14756/2
Plot no.	No number (allocated for education land) Block number 105
Subdivision no.	2726
Title deed date	30/08/1423 (H) – 05/11/2002 (G)
BUA (sq. m)	17,058 sq m (excluding fences)

Source: The Client

Building Specifications (provided in the building permit)

Туре	Usage	Area (Sq. M)
Basements	Education/Parking	4,670
Ground Floor (Boys & Girls)	Education	4,513
First Floor (Boys & Girls)	Education	4,235
Second Floor (Boys & Girls)	Education	3,640
Fences	Services	387
Total		17,445

Source: The Client

For the purposes of this valuation we have assumed that the building complies with the current building regulations. Should this not be the case, our opinion of value could be affected.

We suggest that specialist investigations are undertaken by appropriately qualified consultants to confirm the same. We also advise the Client to secure the completion certificate in accordance with the 'as built' floor plans.

## 6.4.2 Occupational Leases

We have been provided with the Lease Agreement for the Property. We have presented the salient terms of the lease below:

Al Manahij School - block n	umber 105 in Al Ghadir area / Riyadh
Date: Lease Agreement: 10/01/1439 (H) - 30/09/2017 (G) Lease Start Date: 14/4/1439 (H) - 01/01/2018 (G) Addendum Date: 27/9/1440 (H) - 30/06/2019 (G)	
Lessor:	Saudi Economic and Development company for Real Estate Funds
Lessee:	Naba Educational Company
<b>Term:</b> Fifteen (15) Gregorian years starting from 01/01/2018 G (14/04/1439 H) automatically renewed for another ten (10 years) under the same terms	
Property Area (sq. m):	Land measuring 9,200 sq. m inclusive of any structure built on it.
Maintenance:	The tenant is fully liable.
Utilities:	The tenant is fully liable.
Fit out:	We have assumed, in line with market practice, that the tenant was responsible for all fit out works.

Subletting:	Permissibl	e if within the term	of this contract.	
erm:	25 years			
Innual Rent:	Summa	ry Table		
	Year	Date	Annual Rent (SAR)	
	1	1/1/2019	3,750,000	
	2	31/3/2020	4,750,000	
	3	31/3/2021	4,000,000	
	4	31/3/2022	4,000,000	
	5	31/3/2023	4,000,000	
	6	31/3/2024	4,060,000	
	7	31/3/2025	4,240,000	
	8	31/3/2026	4,240,000	
	9	31/3/2027	4,240,000	
	10	31/3/2028	4,303,000	
	11	31/3/2029	4,494,400	
	12	31/3/2030	4,494,400	
	13	31/3/2031	4,494,400	
	14	31/3/2032	4,561,816	
	15	31/3/2033	4,764,064	
	16	31/3/2034	4,764,064	
	17	31/3/2035	4,764,064	
	18	31/3/2036	4,764,064	
	19	31/3/2037	5,048,064	
	20	31/3/2038	5,048,064	
	21	31/3/2039	5,048,064	
	22	31/3/2040	5,048,064	
	23	31/3/2041	5,352,902	
	24	31/3/2042	5,352,902	
	25	30/6/2043	6,691,128 essee is in breach of its ol	

As per the above lease, the current passing rent as of the Valuation Date is SAR 4,000,000 per annum. The lease includes escalations within the term and the remaining duration of 20.5 years till expiry as specified in the schedule above.

## 6.4.3 Operating Costs

As per the lease agreement, the tenant is responsible for all operational expenses' costs of the Property.

### 6.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

#### **Market Rent**

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the rent or signed lease. This indicates the sustainability of the contracted rent (SAR 234 per sq m per annum of BUA) in terms of tenant affordability. Typically, when analysing affordable rental levels for schools it would be useful to analyse the recent annual income and expenditure budgets of the school operator, but we note that this information was not made available to us.

Moreover, based on the information provided by the Client, specifically lease agreements for the schools in the SEDCO Capital REIT Fund portfolio, current passing rates in these assets range between SAR 220 and SAR 400 per sq m. Contracted and passing rents mostly depend on the location of each specific asset and the trading potential of the business. The Property's passing rent of SAR 234 per sq m of BUA falls within the aforementioned range.

We have had reference to current and historic KSA school rental comparables as outlined in the table below.

#	Comparable	City	Rent Escalation	Escalation Frequency	Student Capacity	BUA (sq. m)	Base Rent (SAR pa)	Base Rent (SAR psm)
1	International School	Riyadh	N/A	N/A	N/A	37,000	10,000,000	271
2	International School	Riyadh	7.5%	5 yrs.	N/A	40,000	16,275,000	418
3	International School	Riyadh	5%	5 yrs.	3,000	38,600	19,100,000	494
4	Training Centre	Al Khobar	5%	5 yrs.	6,660	7,775	4,200,000	540
5	International School	Riyadh	N/A	N/A	N/A	9,700	2,450,000	253
6	International School	Riyadh	N/A	N/A	N/A	48,000	14,000,000	292
7	International School	Riyadh	N/A	N/A	N/A	10,600	2,500,000	236
8	International School	Riyadh	N/A	N/A	N/A	24,000	8,000,000	333
Sourc	e: JLL Research							

As shown in the table above, the rental evidence collected ranges from SAR 236 per sq. m to SAR 540 per sq. m based on various criteria such as location, size, and quality. Given that the Property is currently being let at SAR 234 per sq. m, we are of the opinion that this forms the best evidence in order to arrive at our opinion of Market Rent and that the Property is in line with the market.

As stated above, in the absence of the operating P&L to prove the affordability of the rent to provide an indication of covenant strength, we have sought and had confirmation that there have been no rental defaults.

#### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease term, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, we have applied a Discount Rate of 9.00%, which we consider to be the required return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.75% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 52,030,000.

We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

valuation Summary Table	
	Al Manahij School
Net Passing Rent (Year 1)	SAR 4,000,000 per annum
Net Passing Rent (Year 6)	SAR 4,255,919 per annum
Discount Rate	9.00%
Exit Yield	7.75%
Fair Value December 2022 Valuation	SAR 52,030,000
Projected First Year's Forward Yield	7.68%

Source: JLL

Property: SEDCO Capital REIT Assets

## 6.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as at 31 December 2022 is:

### SAR 52,030,000

#### (FIFTY-TWO MILLION, THIRTY THOUSAND SAUDI ARABIAN RIYALS)

## 6.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

	<u> </u>	
Ite	m	Our Approach
u)	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
v)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
w)	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
x)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

## 6.8 High-level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Riyadh and have applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for schools/educational centres in the Kingdom and depreciated the said total cost over a period of 16.5 years (age of the Property).

**Total Replacement Costs** 

	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	9,200	3,300	30,360,000
BUA	17,058		
Total Development Cost	17,058	4,500	76,761,000
Total (Plot + Structure)			107,121,000

Source: JLL

#### **Depreciation Considerations**

	Years	SAR/Year	Total Depreciation
Depreciation (per year) - Straight Line	45	1,705,800	
Depreciation	16.5		-28,145,700
Source: JLL			

Total DRC Considerations

	Summary (SAR)
Plot	30,360,000
Development Cost	76,761,000
Total (Plot + Structure)	107,121,000
Depreciation	-28,145,700
Depreciated Replacement Cost	78,975,300

Source: JLL high level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

The depreciated replacement cost provides a value higher than the Property's Fair Value based on Income Approach, as the rental levels are affordable and therefore provide a relatively low Fair Value.

The higher depreciated replacement cost can be explained by over specific features which require significant construction costs for schools, where the income expectations are not sufficient to cover the costs. We therefore expect an economic depreciation to be integrated to the aforementioned DRC in order to decrease this discrepancy.

# 7 Dar Al Baraa School, Riyadh

## 7.1 Executive Summary





Source: JLL Inspection 2022

18 July 2022	
Al Narjis District, Riyadh, KSA	
Education	
Freehold	
15,385.2	
33,429 (excluding fences)	
157,060,000	
	Al Narjis District, Riyadh, KSA Education Freehold 15,385.2 33,429 (excluding fences)

Source: JLL / The Client

## 7.2 Property Location

## **Macro Location**



Source: JLL / Google Earth

## **Micro Location**



Property Positioning		
Property		Dar Al Bara'ah School
City		Riyadh
District		Al Narjis District
No. of Street Frontage/s		4
	North	Unnamed Street
	South	Al Sunbulah Street
	East	No. 507 Street
	West	Al Seham Street
Key Landmarks		Princess Norah Bin Abdurrahman University is approx. 5 km to the east of the Property, Riyadh Passengers Railway Station (SAR) is approx. 10 km to the east of the Property and Imam University is approx. 5 km to the south of the Property.
Surrounding Land Uses		The surrounding area is predominantly residential with commercial developments along King Salman Road. We observed that the area has a significant number of undeveloped land plots.

Source: JLL

## 7.3 Property Description

Property Description	
Property Type	School
Age (years)	6.5
<b>Building Condition</b>	Good
Internal Condition	Good
No. of Floors	B+GF+1+2
BUA (sq. m)	33,429 (excluding fences)
Description	The school is constructed on a land plot with a total area of 15,385.2 sq. m. As per the building permit provided to us, we understand that the total BUA of the Property is 33,429 sq. m, comprising 6 buildings which form the Dar Al Bara'ah School. Construction of the buildings was completed in 2016. The boys' school has three (3) buildings with three (3) floors in each building, one for elementary and one for intermediate and one for high school grades. The girls' school has an identical layout with three (3) buildings, although the first building includes a section for kindergarten. The kindergarten section is built over two (2) floors (GF+1).  The school has one entrance for each building. There are a total of approximately 150 classrooms within the Property as a whole. Part of Building 3 is used by the management for administrative purposes.  Most of the basements within the Property are allocated for educational/classroom uses. However, the basement floor in Building 3 comprises a parking area for employees. The school is equipped with ICT, biology, robots, computer, language, mathematics and chemistry labs (for males and females), libraries, as well as five soccer fields and a multipurpose hall room for all grades. During our inspection, we noted that the building is equipped with firefighting systems throughout the school. We also noted that there are security cameras covering all the buildings.

Source: JLL / The Client

## Property: SEDCO Capital REIT Assets

## 7.4 Legal

## 7.4.1 Tenure, Planning and Zoning

Summary

Description	
Title Deed No.	310122049151
Plot No. / Sub Division No.	3416/ Subdivision #2737
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold
Title Deed Date	23/10/1443 (H) - 24 May 2022 (G)
Land Size (sq. m)	15,385.2
Causas. The Client	

For this Report, we have assumed that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

Planning / Building Permit	Details
Permit Number	1435/20257
Permit Date	23/11/1435 (H) – 18/09/2014 (G)
Owner	Al Museif Company for Teaching (Previous owner, we understand that the current owner is Saudi Economic and Development company for Real Estate Funds)
Title deed number	910114030378
Plot no.	3416
Subdivision no.	2737
Title deed date	02/08/1436 (H) – 20/05/2015 (G)
BUA (sq. m)	33,429 (excluding fences)
Source: The Client	

Building Specifications (provided in the building permit)

Туре	Usage	Area (Sq. M)
Basements	Education/Parking	10,981
Ground Floor (Boys & Girls)	Education	9,035
First Floor (Boys & Girls)	Education	9,035
Electric Room	Electric Room	150
Second Floor (Boys & Girls)	Education	4,228
Fences	Services	636.80
Total		34,065.8
Source: The Client		

For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements. We have assumed that all information provided to us by the Client is accurate and we have relied on it for the purpose of this assignment.

We suggest that specialist investigations are undertaken by appropriately qualified consultants to confirm the same. We also advise the Client to secure the completion certificate in accordance with the 'as built' floor plans.

## 7.4.2 Occupational Leases

We have been provided with the Lease Agreement for the Property. We have presented the salient terms of the lease below:

Dar Al Bara'ah School – plot				
Date:		eement: 15/10/1437 (H)		
			1437 (H) - 21/07/2016 (G)	
			10/1437 (H) - 22/07/2016 (G)	
		*	/1437 (H) - 23/07/2016 (G)	
			0/1437 (H) - 24/07/2016 (G)	
Lessor:	Saudi Eco	nomic and Developmer	it company for real estate funds	
Lessee:	Al Museif (	Company for Teaching		
Term:	Five (5) Gr	egorian years starting f	rom 20/07/2016 (G) - 15/10/1437	(H), with four
			es to extend the duration of the	lease agreement
	another t	wenty (20 years) under t	he same terms.	
Property Area (sq. m):	Land mea	suring 15,385.2 sq. m in	clusive of any structure built on	it.
Maintenance:	The tenan	t is fully liable.		
Utilities:	The tenan	t is fully liable.		
Subletting:	Permissib	le if within the term of t	his contract.	
Term:	25 years			
Annual Rent:	-	ary Table		
	Year		nnual Rent (SAR)	
	1	20/07/2016	9,625,000	
	2	20/07/2017	10,500,000	
	3	20/07/2018	10,500,000	
	4	20/07/2019	11,287,500	
	5	20/07/2020	11,287,500	
	6	20/07/2021	11,287,500	
	7	20/07/2022	12,134,063	
	8	20/07/2023	12,134,063	
	9	20/07/2024	12,134,063	
	10	20/07/2025	13,044,117	
	11	20/07/2026	13,044,117	
	12	20/07/2027	13,044,117	
	13	20/07/2028	14,022,426	
	14	20/07/2029	14,022,426	
	15	20/07/2030	14,022,426	
	16	20/07/2031	15,074,108	
	17	20/07/2032	15,074,108	
	18	20/07/2033	15,074,108	
	19	20/07/2034	16,204,666	
	20	20/07/2035	16,204,666	
	21	20/07/2036	16,204,666	
	22	20/07/2037	17,420,016	
	23	20/07/2038	17,420,016	
	24	20/07/2039	17,420,016	
	25	20/07/2040	18,726,517	
Termination:	Subject to		ee is in breach of its obligations	under the Lease

Source: The Client

As per the above lease, the current passing rent as of the Valuation Date is SAR 12,134,063. The lease includes escalations within the term, as specified in the schedule above and corresponding to a 7.5% increase every 3 years, and the remaining duration of 18.5 years till expiry.

## 7.4.3 Operating Costs

As per the lease agreement, the tenant is responsible all operational expenses for the Property.

#### 7.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

### **Market Rent**

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the rent or signed lease. This indicates the sustainability of the contracted rent (SAR 363 per sq m per annum of BUA) in terms of tenant affordability. Typically, when analysing affordable rental levels for schools it would be useful to analyse the recent annual income and expenditure budgets of the school operator, but we note that this information was not made available to us.

Moreover, based on the information provided by the Client, specifically lease agreements for the schools in SEDCO portfolio, current passing rates in these assets range between SAR 220 and SAR 400 per sq m. Contracted and passing rents mostly depend on the location of each specific asset and the trading potential of the business. The Property's passing rent of SAR 363 per sq m falls within the aforementioned range.

We have had reference to current and historic KSA school rental comparables as outlined in the table below.

#	Comparable	City	Rent Escalation	Escalation Frequency	Student Capacity	BUA (sq. m)	Base Rent (SAR pa)	Base Rent (SAR psm)
1	International School	Riyadh	N/A	N/A	N/A	37,000	10,000,000	271
2	International School	Riyadh	7.5%	5 yrs	N/A	40,000	16,275,000	418
3	International School	Riyadh	5%	5 yrs	3,000	38,600	19,100,000	494
4	Training Centre	Al Khobar	5%	5 yrs	6,660	7,775	4,200,000	540
5	International School	Riyadh	N/A	N/A	N/A	9,700	2,450,000	253
6	International School	Riyadh	N/A	N/A	N/A	48,000	14,000,000	292
7	International School	Riyadh	N/A	N/A	N/A	10,600	2,500,000	236
8	International School	Riyadh	N/A	N/A	N/A	24,000	8,000,000	333
Sourc	e: JLL Research							

As shown in the table above, the rental evidence collected ranges from SAR 236 per sq. m to SAR 540 per sq. m based on various criteria such as location, size, and quality. Given that the Property is currently being let at SAR 363 per sq. m, we are of the opinion that this forms the best evidence in order to arrive at our opinion of Market Rent and that the Property is in line with the market.

As stated above, in the absence of the operating P&L to prove the affordability of the rent to provide an indication of covenant strength, we have sought and had confirmation that there have been no rental defaults.

### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease term, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, we have applied a Discount Rate of 9.75%, which we consider to be the required return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.75% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 157,060,000.

We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

	Dar Al Bara'ah School
	Dar At Bara an School
Net Passing Rent (Year 1)	SAR 12,134,063 per annum
Net Passing Rent (Year 6)	SAR 13,483,304per annum
Discount Rate	9.75%
Exit Yield	7.75%
Fair Value December 2022 Valuation	SAR 157,060,000
Projected First Year's Forward Yield	7.73%
Source: III	

#### 7.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as at 31 December 2022 is:

#### SAR 157,060,000

#### (ONE HUNDRED AND FIFTY-SEVEN MILLION, SIXTY THOUSAND SAUDI ARABIAN RIYALS)

## 7.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Ite	m	Our Approach
y)	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
z)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
aa	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
bb	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

## 7.8 High-Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Riyadh and have applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for schools/educational centres in the Kingdom and depreciated the said total cost over a period of 6.5 years (age of the Property).

**Total Replacement Costs** 

	Area (sq. m)	SAR/sq. m	Rounded Summary (SAR)
Plot	15,385.2	2,700	41,540,040
BUA	33,429		
Total Development Cost	33,429	4,500	150,430,500
Total (Plot + Structure)			191,970,540

Source: JLL

**Depreciation Considerations** 

	Years	SAR/Year	Total Depreciation
Depreciation (per year) - Straight Line	45	3,342,900	
Depreciation	6.5		-21,728,850
Source: JLL			

Total DRC Considerations

	Summary (SAR)
Plot	41,540,040
Development Cost	150,430,500
Total (Plot + Structure)	191,970,540
Depreciation	-21,728,850
Depreciated Replacement Cost	170,241,690

Source: JLL high level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

The depreciated replacement cost provides a value higher than the Property's Fair Value based on Income Approach, as the rental levels are affordable and therefore provide a relatively low Fair Value. The higher depreciated replacement cost can be explained by over specific features which require significant construction costs for schools, where the income expectations are not sufficient to cover the costs. We therefore expect an economic depreciation to be integrated to the aforementioned DRC in order to decrease this discrepancy.

# 8 Olaya School, Riyadh

## 8.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	6 July 2022
Location	Al Mursalat District, Riyadh, KSA
Property Type	School
Tenure	Freehold
Land size (sq. m)	10,500
BUA (sq. m)	12,314
Fair Value (SAR)	63,740,000

### Source: JLL / The Client

## 8.2 Property Location

## **Macro Location**





## **Micro Location**



Property Positioning		
Property		Al Olaya School
City		Riyadh
District		Al Mursalat District
No. of Street Frontage/s		4
	North	Abdulaziz Aba Hussain Street
	South	Az Zarah Street
	East	Saad Al Dousi Street
	West	Al Ghasq Street
Key Landmarks		Ministry of Labour is approximately 0.6 km to the north of the Property, Hayat Mall is approximately 0.5 km to the west of the Property and Sahara Mall is approximately 0.3 km to the west of the Property.
Surrounding Land Uses		The surrounding area is predominantly residential with commercial developments along King Abdulaziz Road.

#### Source: JLL

## 8.3 Property Description

Property Type	School
Age (years)	22.5
Building Condition	Good
Internal Condition	Good
No. of Floors	GF+1+2
BUA (sq. m)	12,314
Description	The Property comprises five (5) buildings, which form part of the Al Olaya Private School. Construction of the building was completed in 2000. The boys' school has two (2) buildings with three (3) floors in each building - one floor for elementary, one floor for intermediate and one floor for high school grades.  The girls' school has an identical layout.  kindergarten is a separate building that consists of two (2) floors (GF + 1).  As per the building permit that was provided to us, we understand that the total BUA of the Property is 12,314 sq. m. The school is constructed on a land plot with a total area of 10,500 sq. m.  The school has one entrance for each building. For each building of the elementary, intermediate and high school grades, there are 12 classrooms on both the first and second floors, while the ground floor is used by the management for administrative purposes.  The school is equipped with ICT, biology and chemistry labs, as well as two soccer fields, one for elementary and one for intermediate and high school grades. During our inspection, we noted that the building is equipped with fire-fighting systems throughout the school.

#### Source: JLL / The Client

Legal

# 8.4.1 Tenure, Planning and Zoning

#### Summary

8.4

Sammary	
Description	
Title Deed No.	710122049053
Plot No. / Sub Division No.	Plot no. (no number) subdivision #2128
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold
Title Deed Date	26/08/1443 (H) - 29 March 2022 (G)
Land Size (sq. m)	10,500

Source: The Client

For this Report, we have assumed that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

Planning / Building Permit	Details
Permit Number	27/6/2/1725
Permit Date	12/07/1421 (H) - 09/10/2000 (G)
Permit end date	3 years from permit date
Owner	Mohammed Abdurrahman (Previous owner, we understand that the current owner is Saudi Economic and Development company for Real Estate Funds)
Title deed number	993/3
Plot no.	No number (allocated for education land) north of plots 637 & 638
Subdivision no.	2128
Title deed date	18/05/1408 (H) - 08/01/1988 (G)
BUA (sq. m)	12,314

Source: The Client

Building Specifications (provided in the building permit)

Туре	Use	Area (sq. m)	Area (sq. m)
Ground Floor (Boys & Girls)	Education	4 X 521	2,084
Ground Floor (KG)	Education	625	625
First Floor (Boys & Girls)	Education	4 x 1,111	4,444
First Floor (KG)	Education	717	717
Second Floor (Boys & Girls)	Education	4 x 1,111	4,444
Total		12,314	12,314

Source: The Client

For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements. We have assumed that all information provided to us by the Client is accurate and we have relied on it for the purpose of this assignment.

We suggest that specialist investigations are undertaken by appropriately qualified consultants to confirm the same. We also advise the Client to secure the completion certificate in accordance with the 'as built' floor plans.

## 8.4.2 Occupational Leases

We have been provided with the Lease Agreement by the Client. We have presented the salient terms of the lease below:

Lease Agreement for Al Olaya F	Private School	s in Al Mursalat area	/ Riyadh.		
Date:	23/07/1436	23/07/1436 (H) - 12/05/2015 (G)			
Lessor:	Saudi Econo	Saudi Economic and Development company for Real Estate Funds			
Lessee:	Tadrees Ho	lding Company			
Term:	Eighteen (1	Eighteen (18) Gregorian years starting from 23/07/1436 (H) - 12/05/2015 (G)			
Property Area (sq m):	Land measu	Land measuring 10,500 sq. m inclusive of any structure built on it.			
Maintenance:	The tenant	The tenant is fully liable.			
Utilities:	The tenant	The tenant is fully liable.			
Subletting:	Permissible	if within the term of	this contract.		
Term:	18 years	18 years			
Annual Rent:	Summary Table				
	Year	Date	Annual Rent (SAR)		
	1	12/05/2015	4,000,000		
	2	12/05/2016	4,000,000		
	3	12/05/2017	4,000,000		
	4	12/05/2018	4,360,000		

Lease Agreement for Al Olaya P	rivate Schoo	ols in Al Mursalat area / Riy	adh.	
	5	12/05/2019	4,360,000	
	6	12/05/2020	4,360,000	
	7	12/05/2021	4,752,400	
	8	12/05/2022	4,752,400	
	9	12/05/2023	4,752,400	
	10	12/05/2024	5,180,116	
	11	12/05/2025	5,180,116	
	12	12/05/2026	5,180,116	
	13	12/05/2027	5,646,326	
	14	12/05/2028	5,646,326	
	15	12/05/2029	5,646,326	
	16	12/05/2030	6,154,496	
	17	12/05/2031	6,154,496	
	18	12/05/2032	6,154,496	
Termination:	Subject to	termination if the Lessee is	in breach of its obliga	tions under the Lea
	and fails to	o remedy such breach withi	n thirty (30) days of no	tice from the Lesso

Source: The Client / JLL Summary

As per the above lease, the current passing rent as of the Valuation Date is **SAR 4,752,400**. The head lease includes escalations within the term and the remaining duration of approximately 10.5 years till expiry as per the schedule specified above reflecting 9% every 3 years.

#### 8.4.3 Operating Costs

As per the lease agreement, the tenant is responsible for all operational expenses for the Property.

#### 8.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

#### **Market Rent**

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the currently payable rent and signed lease. This indicates the sustainability of the contracted rent (SAR 386 per sq m per annum) in terms of tenant affordability. Typically, when analysing affordable rental levels for schools it would be useful to analyse the recent annual income and expenditure budgets of the school operator, but we note that this information was not made available to us.

Moreover, based on the information provided by the Client, specifically lease agreements for the schools in SEDCO portfolio, current passing rates in these assets range between SAR 220 and SAR 400 per sq m. Contracted and passing rents mostly depend on the location of each specific asset and the trading potential of the business. The Property's passing rent of circa SAR 386 per sq m of BUA per annum falls within the aforementioned range.

We have had reference to current and historic KSA school rental comparables as outlined in the table below.

#	Comparable	City	Rent Escalation	Escalation Frequency	Student Capacity	BUA (sq. m)	Base Rent (SAR pa)	Base Rent (SAR psm)
1	International School	Riyadh	N/A	N/A	N/A	37,000	10,000,000	271
2	International School	Riyadh	7.5%	5 yrs.	N/A	40,000	16,275,000	418
3	International School	Riyadh	5%	5 yrs.	3,000	38,600	19,100,000	494

#	Comparable	City	Rent	Escalation	Student	BUA	Base Rent	Base Rent
			Escalation	Frequency	Capacity	(sq. m)	(SAR pa)	(SAR psm)
4	Training Centre	Al Khobar	5%	5 yrs.	6,660	7,775	4,200,000	540
5	International School	Riyadh	N/A	N/A	N/A	9,700	2,450,000	253
6	International School	Riyadh	N/A	N/A	N/A	48,000	14,000,000	292
7	International School	Riyadh	N/A	N/A	N/A	10,600	2,500,000	236
8	International School	Riyadh	N/A	N/A	N/A	24,000	8,000,000	333
Sourc	e: JLL Research							

As shown in the table above, the rental evidence collected ranges from SAR 236 per sq. m to SAR 540 per sq. m based on various criteria such as location, size, and quality. Given that the Property is currently being let at SAR 386 per sq. m, we are of the opinion that this forms the best evidence in order to arrive at our opinion of Market Rent and that the Property is in line with the market.

As stated above, in the absence of the operating P&L to prove the affordability of the rent to provide an indication of covenant strength, we have sought and had confirmation that there have been no rental defaults.

#### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease term, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, we have applied a Discount Rate of 9.75%, which we consider to be the required return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.75% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 63,740,000.

We have summarised our inputs and valuation of the Property in the table below:

#### Valuation Summary Table

valuation Sammary rable	
	Al Olaya School
Net Passing Rent (Year 1)	SAR 4,752,400 per annum
Net Passing Rent (Year 6)	SAR 5,245,285 per annum
Discount Rate	9.75%
Exit Yield	7.75%
Fair Value December 2022 Valuation	SAR 63,740,000
Projected First Year's Forward Yield	7.46%
Source: III	

#### 8.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as at 31 December 2022 is:

#### SAR 63,740,000

(SIXTY-THREE MILLION, SEVEN HUNDRED AND FOURTY THOUSAND SAUDI ARABIAN RIYALS)

#### 8.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Item	Our Approach
cc) The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
dd) For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
ee) The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
ff) The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

#### 8.8 High-Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Riyadh and have applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for schools/educational centres in the Kingdom and depreciated the said total cost over a period of 22.5 years (age of the Property).

**Total Replacement Costs** 

	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	10,500	3,300	34,650,000
BUA	12,314		
Development Cost	12,314	4,500	55,413,000
Total (Plot + Structure)			90,063,000

Source: JLL

#### **Depreciation Considerations**

	Years	SAR/Year	<b>Total Depreciation</b>
Depreciation (per year) - Straight Line	45	1,231,400	
Depreciation	22.5		-27,706,500
Source: JLL			

Total DRC Considerations

	Summary (SAR)
Plot	34,650,000
Development Cost	55,413,000
Total (Plot + Structure)	90,063,000
Depreciation	-27,706,500
<b>Depreciated Replacement Cost</b>	62,356,500

Source: JLL high level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 9 Amjad Qortuba School, Riyadh

### 9.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	7 July 2022
Location	Qurtubah District, Riyadh, KSA
Property Type	School
Tenure	Mortgaged (assumed Freehold) *
Land size (sq. m)	14,300
BUA (sq. m)	34,231 (exc. Fences)
Fair Value (SAR)	108,010,000

Source: JLL / The Client

#### 9.2 Property Location

#### **Macro Location**



Source: JLL / Google Earth

#### **Micro Location**



<sup>\*</sup>Special Assumption of a good and marketable freehold title held free from any mortgages, charges, encumbrances and third-party interests and transferrable to foreign owners/entities.

Property Positioning		
Property		Amjad Qurtubah School, Riyadh, KSA
City		Riyadh
District		Qurtubah District
No. of Street Frontage/s		4
	North	Rimadah Street
	South	Rayah Street
	East	Abdullah Ibn Markhan Street
	West	Tarfa Street
Key Landmarks		Princess Norah Bin Abdurrahman University is approx. 5 km to the north of the Property, Riyadh Passengers Railway Station (SAR) is approx. 6 km to the north of the Property and Imam University is approx. 4 km to the northwest of the Property.
Surrounding Land Uses		The surrounding area is predominantly residential with supporting commercial uses.

Source: JLL

### 9.3 Property Description

and comprises 6 buildings which form Amjad School. Construction of the build was completed in October 2012. The boys' school has 3 buildings, for element intermediate and high school grades. The girls' school has an identical layout although the Kindergarten building occupies 2 floors (G + 1) of the girls' intermediate building.  The school has one entrance for each building. We understand that the school comprises 182 classrooms in total. Building No. 2 contains management office Most of the buildings have basements generally for playing areas, workshops classes. Building No. 1 has a basement which comprises an indoor pool as we	Property Description	
Building ConditionGoodInternal ConditionGoodNo. of FloorsG+1+2BUA (sq. m)34,231 (exc. Fences)DescriptionThe Property is constructed on a 14,300 sq m land plot with a BUA of 34,231 sq and comprises 6 buildings which form Amjad School. Construction of the build was completed in October 2012. The boys' school has 3 buildings, for element intermediate and high school grades. The girls' school has an identical layout although the Kindergarten building occupies 2 floors (G+1) of the girls' intermediate building.The school has one entrance for each building. We understand that the school comprises 182 classrooms in total. Building No. 2 contains management office Most of the buildings have basements generally for playing areas, workshops classes. Building No. 1 has a basement which comprises an indoor pool as we	Property Type	School
Internal Condition  No. of Floors  G+1+2  BUA (sq. m)  34,231 (exc. Fences)  The Property is constructed on a 14,300 sq m land plot with a BUA of 34,231 sq and comprises 6 buildings which form Amjad School. Construction of the buildings was completed in October 2012. The boys' school has 3 buildings, for element intermediate and high school grades. The girls' school has an identical layout although the Kindergarten building occupies 2 floors (G + 1) of the girls' intermediate building.  The school has one entrance for each building. We understand that the school comprises 182 classrooms in total. Building No. 2 contains management office Most of the buildings have basements generally for playing areas, workshops classes. Building No. 1 has a basement which comprises an indoor pool as we	Age (years)	10.5
No. of Floors BUA (sq. m)  34,231 (exc. Fences)  The Property is constructed on a 14,300 sq m land plot with a BUA of 34,231 sq and comprises 6 buildings which form Amjad School. Construction of the build was completed in October 2012. The boys' school has 3 buildings, for element intermediate and high school grades. The girls' school has an identical layout although the Kindergarten building occupies 2 floors (G + 1) of the girls' intermediate building.  The school has one entrance for each building. We understand that the school comprises 182 classrooms in total. Building No. 2 contains management office Most of the buildings have basements generally for playing areas, workshops classes. Building No. 1 has a basement which comprises an indoor pool as we	Building Condition	Good
BUA (sq. m)  34,231 (exc. Fences)  The Property is constructed on a 14,300 sq m land plot with a BUA of 34,231 so and comprises 6 buildings which form Amjad School. Construction of the build was completed in October 2012. The boys' school has 3 buildings, for element intermediate and high school grades. The girls' school has an identical layout although the Kindergarten building occupies 2 floors (G + 1) of the girls' intermediate building.  The school has one entrance for each building. We understand that the school comprises 182 classrooms in total. Building No. 2 contains management office Most of the buildings have basements generally for playing areas, workshops classes. Building No. 1 has a basement which comprises an indoor pool as we	nternal Condition	Good
The Property is constructed on a 14,300 sq m land plot with a BUA of 34,231 sq and comprises 6 buildings which form Amjad School. Construction of the build was completed in October 2012. The boys' school has 3 buildings, for element intermediate and high school grades. The girls' school has an identical layout although the Kindergarten building occupies 2 floors (G + 1) of the girls' intermediate building.  The school has one entrance for each building. We understand that the school comprises 182 classrooms in total. Building No. 2 contains management office Most of the buildings have basements generally for playing areas, workshops classes. Building No. 1 has a basement which comprises an indoor pool as we	No. of Floors	G+1+2
and comprises 6 buildings which form Amjad School. Construction of the build was completed in October 2012. The boys' school has 3 buildings, for element intermediate and high school grades. The girls' school has an identical layout although the Kindergarten building occupies 2 floors (G + 1) of the girls' intermediate building.  The school has one entrance for each building. We understand that the school comprises 182 classrooms in total. Building No. 2 contains management office Most of the buildings have basements generally for playing areas, workshops classes. Building No. 1 has a basement which comprises an indoor pool as we	BUA (sq. m)	34,231 (exc. Fences)
The school is equipped with ICT, biology and chemistry labs, as well as four so fields, one for elementary and one for intermediate and high school grades (b and girls). During our inspection, we noted that the building is equipped with		intermediate building.  The school has one entrance for each building. We understand that the school comprises 182 classrooms in total. Building No. 2 contains management offices.  Most of the buildings have basements generally for playing areas, workshops and classes. Building No. 1 has a basement which comprises an indoor pool as well as classrooms. Building No. 2 has a basement which comprises underground parking The school is equipped with ICT, biology and chemistry labs, as well as four soccer fields, one for elementary and one for intermediate and high school grades (boys and girls). During our inspection, we noted that the building is equipped with firefighting systems throughout the school. We have also noted that there are

Source: JLL / The Client

### 9.4 Legal

## 9.4.1 Tenure, Planning and Zoning

#### Summary

oanna, y	
Description	
Title Deed No.	310122049152
Plot No. / Sub Division No.	Plot no. 485 - 504 subdivision #1822
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold - Mortgaged
Title Deed Date	23/10/1443 (H) – 24/05/2022 (G)
Land Size (sq. m)	14,300

Source: The Client

We have valued the Property under the Special Assumption that a good and marketable title is held free from encumbrances, mortgages, charges, third party interests and the like. Should this not be the case, our opinion of value could be affected.

Planning / Building Permit	Details
Permit Number	1432/11017
Permit Date	15/06/1432 (H) - 18/05/2011 (G)
Permit end date	3 years from the permit date
Owner	Amjad Qurtubah Private Schools Previous owner, we understand that the current owner of the Property is Saudi Economic and Development company for Real Estate Funds)
Title deed number	910115020155
Plot no.	485 to 504 (allocated for educational use)
Subdivision no.	1822
Title deed date	08/02/1432 (H) – 12/01/2011 (G)
BUA (sq. m)	34,231 (excluding fences)

Source: The Client

Building Specifications (provided in the building permit)

Туре	Usage	Number of Units	Area / BUA (sq.)
Ground Floor (Boys & Girls)	Education	6	6,881
First Floor (Boys & Girls)	Education	6	7,625
Second Floor (Boys & Girls)	Education	6	6,974
Basements	Education/Parking	0	10,864
Electric Room	Electric	0	20
Top Supplements	Education	3	1,867
Fences		1	606
Total			34,837
Total (exc. Fences)			34,231

Source: The Client

For the purposes of this valuation we have assumed that the building complies with the current building regulations. Should this not be the case, our opinion of value could be affected.

We suggest that specialist investigations are undertaken by appropriately qualified consultants to confirm the same. We also advise the Client to secure the completion certificate in accordance with the 'as built' floor plans.

### 9.4.2 Occupational Leases

We have been provided with the Lease Agreement for the Property. We have presented the salient terms of the lease below:

Amjad Qurtubah School - Plot	numbers 485 to 504 in Qurtubah area / Riyadh
Date:	Lease Agreement: 04/05/1438 (H) - 01/02/2017 (G).
	Related First Amendment: 27/10/1440 (H) - 30/06/2019 (G).
	Related Second Amendment: 12/07/1443 (H) - 13/02/2022 (G).
Lessor:	Saudi Economic and Development company for Real Estate Funds
Lessee:	Amjad Qurtubah for Educational Services
Term:	Fifteen (15) Gregorian years starting from 01/02/2017 G - 04/05/1438 (H) and is automatically renewed for another ten (10 years) under the same terms.
Property Area (sq. m):	Land measuring 14,300 sq. m inclusive of any structure built on it.
Maintenance:	The tenant is fully liable.
Utilities:	The tenant is fully liable.
Fit out:	We have assumed, in line with market practice, that the tenant was responsible for all fit out works.
Subletting:	Permissible if within the term of this contract.

Rent Payment Date:	Summa		
		ary Table	
	Year	Date	Annual Rent (SAR)
	1	01/2/2017	7,194,380
	2	01/2/2018	7,554,098
	3	01/2/2019	9,319,869
	4	01/4/2020	8,328,394
	5	01/4/2021	8,328,394
	6	01/4/2022	8,328,394
	7	01/4/2023	8,328,394
	8	01/4/2024	8,427,542
	9	01/4/2025	8,923,280
	10	01/4/2026	8,923,280
	11	01/4/2027	8,923,280
	12	01/4/2028	8,923,280
	13	01/4/2029	9,029,509
	14	01/4/2030	9,560,656
	15	01/4/2031	9,560,656
	16	01/4/2032	9,560,656
	17	01/4/2033	9,560,656
	18	01/4/2034	9,674,473
	19	01/4/2035	10,243,560
	20	01/4/2036	10,243,560
	21	01/4/2037	10,243,560
	22	01/4/2038	10,243,560
	23	01/4/2039	10,365,507
	24	01/4/2040	10,975,244
	25	01/4/2041	10,975,244
rmination:	,		Lessee is in breach of it ach within sixty (60) day

Source: The Client

As per the above lease, the current passing rent as at the Valuation Date is SAR 8,328,394. The head lease includes escalations within the term and the remaining duration of 19.5 years till expiry as specified in the schedule above.

#### 9.4.3 Operating Costs

As per the lease agreement, the tenant is responsible for all operational expenses and maintenance and cost of the Property.

#### 9.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

#### **Market Rent**

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the rent or signed lease. This indicates the sustainability of the contracted rent circa (SAR 242 per sq. m of BUA per annum) in terms of tenant affordability. Typically, when analysing affordable rental levels for schools it would be useful to analyse the recent annual income and expenditure budgets of the school operator, but we note that this information was not made available to us.

Moreover, based on the information provided by the Client, specifically lease agreements for the schools in the SEDCO Capital REIT Fund portfolio, current passing rates in these assets range between SAR 220 and SAR 400 per sq. m. Contracted and passing rents mostly depend on the location of each specific asset and the trading potential of the business. The Property's passing rent of SAR 242 per sq. m falls within the aforementioned range.

We have had reference to current and historic KSA school rental comparables as outlined in the table below.

#	Comparable	City	Rent Escalation	Escalation Frequency	Student Capacity	BUA (sq. m)	Base Rent (SAR pa)	Base Rent (SAR psm)
1	International School	Riyadh	N/A	N/A	N/A	37,000	10,000,000	271
2	International School	Riyadh	7.5%	5 yrs.	N/A	40,000	16,275,000	418
3	International School	Riyadh	5%	5 yrs.	3,000	38,600	19,100,000	494
4	Training Centre	Al Khobar	5%	5 yrs.	6,660	7,775	4,200,000	540
5	International School	Riyadh	N/A	N/A	N/A	9,700	2,450,000	253
6	International School	Riyadh	N/A	N/A	N/A	48,000	14,000,000	292
7	International School	Riyadh	N/A	N/A	N/A	10,600	2,500,000	236
8	International School	Riyadh	N/A	N/A	N/A	24,000	8,000,000	333
Sourc	e: JLL Research							

As shown in the table above, the rental evidence collected ranges from SAR 236 per sq. m to SAR 540 per sq. m based on various criteria such as location, size, and quality. Given that the Property is currently being let at SAR 242 per sq. m, we are of the opinion that this forms the best evidence in order to arrive at our opinion of Market Rent and that the Property is in line with the market.

As stated above, in the absence of the operating P&L to prove the affordability of the rent to provide an indication of covenant strength, we have sought and had confirmation that there have been no rental defaults.

#### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease term, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, we have applied a Discount Rate of 9.00%, which we consider to be the required return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.75% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 108,010,000.

We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

Amjad Qurtubah School
SAR 8,328,394 per annum
SAR 8,923,280 per annum
9.00%
7.75%
SAR 108,010,000
7.71%

Source: JLL

#### 9.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as at 31 December 2022 is:

#### SAR 108,010,000

#### (ONE HUNDRED AND EIGHT MILLION, TEN THOUSAND SAUDI ARABIAN RIYALS)

### 9.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Ite	n	Our Approach
gg)	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
hh)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
ii)	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
jj)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

#### 9.8 High-level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Riyadh and have applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for schools/educational centres in the Kingdom and depreciated the said total cost over a period of 10.5 years (age of the Property).

**Total Replacement Costs** 

·	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	14,300	2,200	31,460,000
BUA	34,231		
Development Cost	34,231	4,500	154,039,500
Total (Plot + Structure)			185,499,500

Source: JLL

#### **Depreciation Considerations**

	Years	SAR/Year	<b>Total Depreciation</b>
Depreciation (per year) - Straight Line	45	3,423,100	
Depreciation	10.5		-35,942,550

Source: JLL

#### Total DRC Considerations

	Summary (SAR)
Plot	31,460,000
Development Cost	154,039,500
Total (Plot + Structure)	185,499,500
Depreciation	-35,942,550
<b>Depreciated Replacement Cost</b>	149,556,950

Source: JLL high level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

The depreciated replacement cost provides a value higher than the Property's Fair Value based on Income Approach, as the rental levels are affordable and therefore provide a relatively low Fair Value.

The higher depreciated replacement cost can be explained by over specific features which require significant construction costs for schools, where the income expectations are not sufficient to cover the costs. We therefore expect an economic depreciation to be integrated to the aforementioned DRC in order to decrease this discrepancy.

# 10 Public Prosecution Building, Jeddah

## 10.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	8 July 2022
Location	Ar Rayaan District, Jeddah, KSA
Property Type	Office
Tenure	Freehold
Land size (sq. m)	4,767.25
BUA (sq. m)	19,342.10
Fair Value (SAR)	53,500,000

Source: JLL / the Client

### 10.2 Property Location

#### **Macro Location**



Source: JLL / Google Earth

#### **Micro Location**



Property Positioning		
Property		Public Prosecution Building
City		Jeddah
District		Ar Rayaan District
No. of Street Frontage/s		4
	North	Unnamed Street
	South	Unnamed Street
	East	Unnamed Street
	West	Al Rahmaniah Street
Key Landmarks		Al Farabi College at approx. 0.8 km., Equestrian Facility at approx. 2.5 km and King Abdulaziz Airport at approx. 5 km.
Surrounding Land Uses		The surrounding area is predominantly residential, consisting of G+1 developments. G+4 commercial and residential / commercial buildings are located along the main roads of the district, mainly along Harameen Road and its service roads.  The immediate surroundings of the Property also include several commercial / residential buildings under construction and operational buildings, among which are the courthouse and Al Farabi College. There are also a number of vacant land plots.  Al Farabi College is located 800 m south of the Property and is deemed one of the main demand generators of the area. King Abdulaziz Airport is located 5 km west of the Property, and King Abdullah Stadium is located 11.5 km north of the Property.

Source: JLL

### 10.3 Property Description

Property Description	
Property Type	Office
Age (years)	9.5
<b>Building Condition</b>	Good
Internal Condition	N/A*
No. of Floors	G+7
BUA (sq. m)	19,342.10
Description	The Property is an office building which is leased to the Bureau of Investigation and Public Prosecution. During our inspection, we were informed by the Client that the building was purpose-built for the current tenant in 2013.  From the information provided to us, we understand that total built-up area of the Property is 19,342.10 sq. m (including 4,767.29 sq. m of basement parking). The building is located on a rectangular-shaped plot with an area of 4,767.25 sq. m. The land plot is fenced and car access is provided via four entrance gates: two at the front and two at the back.  There is a small car parking area in front of the building, with a larger shaded parking area for c. 100 cars at the back of the building.  The Property consists of G+7 and a basement for car parking for c. 250 cars. The ground floor consists of a reception area, examination rooms and prison cells.  Offices are located on floors 1 to 7.  We understand the building was purpose-built for its current use and is generally in good condition. We have not inspected internally so we have relied upon information from the client in this regard.

Source: JLL / The Client

<sup>\*</sup>We were not able to assess the internal condition of the Property considering that we have only undertaken an external inspection as at 8 July 2022.

## Property: SEDCO Capital REIT Assets

#### 10.4 Legal

#### 10.4.1 Tenure, Planning and Zoning

#### Summary

Description	
Title Deed No.	720223019231
Plot No. / Sub Division No.	Plot no. 416/G/S subdivision #623+624+625
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold
Land Area (sq. m)	4,767.25
Title Deed Date	12/11/1439 (H) - 24/07/2018 (G)
Source: The Client	

For this Report, we have assumed that a good and marketable title is held free from encumbrances, mortgages, charges, third party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

Details
3300432619
16/12/1434 (H) -21/10/2013 (G)
Not mentioned
Saudi Economic and Development company for Real Estate Funds
420223006958
623+624+625 (now held on a single title)
416/G/S
23/08/1434 (H) - 02/07/2013 (G)
19,342.10
4,767.25

Source: The Client

We have been provided with a building completion certificate dated 16/12/1434 (H) -21/10/2013 (G) for plots no. 623 to 625 confirming the development completion as offices. For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on it for the purpose of this assignment.

Building Specifications (provided in the building permit)

Туре	Area (sq. m)
Basement	4,767.29
Ground Floor	2,000.65
1st Floor	2,108.89
2nd Floor	2,185.35
3rd Floor	2,185.35
4th Floor	2,185.35
3 Remaining Floors	3,909.22
Total Area	19,342.10

Source: The Client

#### 10.4.2 Occupational Leases

We have been provided with the lease agreement for the Property. We have assumed that information provided to us is accurate and reliable. We have summarised the lease agreement in the table below:

#### Lease Agreement Summary

3	- J		
Lease Summary			
Date of the document:	24/07/1443 H (corresponding to 25/02/2022 (G)).		
Lessor:	Saudi Economic and Development Company for Real Estate Funds		
Lessee:	Investigation and Prosecution Authority		
Term:	One (1) year starting from 24/07/1443 H (corresponding to 25 Feb 2022 G). The contract does not specify whether the term will be calculated in Hijri or Gregorian years.* The lease agreement can be renewed up to three years without prior approval from the lessor should a 180-day notice not be issued. Therefore, we have considered the total contract period is 3 years.		
Property description:	Building consisting of eight (8) floors, three hundred and eighty (380) rooms and ninety-nine (99) bathrooms in addition to an extension building consisting of six (6) floors and parking located in Ar Rayaan area in Jeddah.		
Passing Rent, SAR	4,400,000 per annum		
Lease renewal provision:	Automatically renewable for a similar term unless one of the parties notifies the other of its wish not to renew with 180-day notice.  If the first Party stays in occupation (180) days or less after the assigned period finished. The first party has to pay additional 5% or 10% (subject to agreement between the parties) in addition to the annual contracted rent if the Party wants to stay longer in occupation.		
Termination:	The lease terminates in case the Lessee no longer wishes to renew or extend its term, or if the building is deemed unsafe, or if it is proven that the Lessor has bribed any of the Lessee's personnel or if it is for the public interest to terminate the lease.		

Source: The Client

Based on the information presented to us, we understand that the Property is leased on a triple net basis and the tenant is responsible for all the operational expenditures and utilities. The Client however partly covers facility management payments for the Property as presented below.

#### 10.4.3 Operating Costs

As per the lease agreement, the tenant is responsible for all OPEX, maintenance and insurance cost of the Property. However, we understand from the information provided by the Client that the Client partly covers facility management payments for the Property amounting to SAR 315,000 per annum.

#### 10.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

#### **Market Rent**

In arriving at our opinion of Market Rent in respect of the Property, we have considered a range of comparable developments as follows:

<sup>\*</sup>in the absence of the sufficient information we have provided our valuations based on Gregorian calendar and Gregorian years.

### **Map of Comparables**



Source: Google Earth, JLL

### The details of the above identified comparables are included in the table below.

Table of Comparables

#	Building Name	Use	Grade	Unit Area	SAR per sq m Per Annum	Comments
1	N/A	Office	С	160	343	<ul> <li>Asking Rent.</li> <li>Located along Al Harameen Road.</li> <li>3<sup>rd</sup> Floor.</li> <li>Including Service Charge.</li> </ul>
2	N/A	Office	С	135	340	<ul> <li>Asking Rent.</li> <li>Located along Al Harameen Road.</li> <li>4<sup>th</sup> Floor.</li> <li>Including Service Charge.</li> </ul>
3	Safa Plaza	Office	В	240	350	<ul> <li>Asking Rent.</li> <li>6<sup>th</sup> Floor - Tower B.</li> <li>Located along Prince Majid Road.</li> <li>Including Service Charge.</li> </ul>
4	Safa Plaza	Office	В	167	390	<ul> <li>Transacted in Feb 2022.</li> <li>2<sup>nd</sup> Floor - Tower A.</li> <li>Located along Prince Majid Road.</li> <li>Including Service Charge.</li> </ul>
5	Al Ali Centre	Office	В	100	350	<ul> <li>Asking Rent.</li> <li>3<sup>rd</sup> Floor.</li> <li>Located along Prince Majid Road.</li> <li>Excluding 10% Service Charge.</li> </ul>
6	Al Ali Centre	Office	В	1,500	400	<ul> <li>Asking Rent.</li> <li>8<sup>th</sup> Floor - Roof Floor.</li> <li>Located along Prince Majid Road.</li> <li>Including Service Charge.</li> </ul>
Sourc	ce: JLL Research					

Source: JLL Research

- Asking rents for office spaces, similar to the Property, located close to the Property are in the region of SAR
   340 to SAR 400 per sq. m pa including service charge.
- In assessing the Market Rent for the office element for the Property we have considered such characteristics of the Property as good location, good parking provision (planned), however we have also accounted for the current market conditions and potential competition (both existing and pipeline).
- The Property benefits from being located along Harameen Road and bound by four streets. However, we understand from the provided documents that the age of the Property is c. 9.5 years as the date of valuation. Therefore, we have taken into consideration the age, location, quality, and quantum factors.
- The Property is larger in size than the comparables listed in the table above. However, given that the Property was purpose built for the existing tenant and located close to other government buildings, we believe that the passing rent does not need to be adjusted to reflect quantum. Moreover, as mentioned in Occupational Leases section, the tenant renewed the contract in February 2022, which also serves as best evidence for rental rate of similar developments.

Based on the above, we are of the opinion that the current passing rent at SAR 301 per sq m is in line with Market Rent for similar space in this location. This Market Rent is subject to an annual market rental growth of 1.5% from year 2 of the cashflow onwards.

#### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, we have applied a Discount Rate of 8.75%, which we consider to be the required return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.75% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow) to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 53,500,000.

We note that when forming our opinion on the exit yield, we have considered the following factors:

- The Property is fully occupied by a governmental tenant on the basis of a three-year lease agreement.
- Good parking provision.
- As mentioned above, the Property was purpose built for the existing tenant. The Property is located in close to other government buildings and the location is becoming increasingly popular among government occupiers.

We have summarised our inputs and valuation of the Property in the table below:

#### Valuation Summary Table

	Public Prosecution Building, Jeddah, KSA
Net Operating Income (NOI) (Year 1)	SAR 4,085,000 per annum
Net Operating Income (NOI) (Year 6)	SAR 4,392,920 per annum
Discount Rate	8.75%

Property: SEDCO Capital REIT Assets

	Public Prosecution Building, Jeddah, KSA
Exit Yield	7.75%
Fair Value December 2022 Valuation	SAR 53,500,000
Projected First Year's Forward Yield	7.64%
Courses III	

Source: JLL

#### 10.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as at 31 December 2022 is:

#### SAR 53,500,000

#### (FIFTY-THREE MILLION, FIVE HUNDRED THOUSAND SAUDI ARABIAN RIYALS)

#### 10.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Item	Our Approach
kk) The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
<ul><li>II) For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).</li></ul>	The current use is the highest and best use of the Property.
mm) The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
nn) The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

#### 10.8 High Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for lands offered along Harameen Road and have applied adjustment to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high level development costs for similar offices in the Kingdom and depreciated the said total cost over a period of 9.5 years (age of the Property).

#### Replacement Cost Summary

	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	4,767.25	4,500	21,452,625
BUA	19,342		
Development Cost		4,000	77,368,000
Total (Plot + Structure)			98,820,625

<sup>\*</sup>Inclusive of contingencies, financing fees and soft construction costs for the basement and superstructure

#### Depreciation

	Years	SAR/Year	Total Depreciation
Depreciation (per year) - Straight Line	45	1,719,289	
Accumulated Depreciation	9.5		(32,666,489)*
Source: JLL			

<sup>\*</sup>We have allowed to functional depreciation as well considering the specialized use of the Property.

#### **Depreciated Replacement Cost Summary**

	Summary, SAR
Plot	21,452,625
Development Cost	77,368,000
Total (Plot + Structure)	98,820,625
Depreciation	(32,666,489)
Depreciated Replacement Cost (Rounded)	66,154,136
Source: JLL high level research and indicative analysis	

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 11 Al Khaldiyah Business Centre, Jeddah

### 11.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	7 July 2022
Location	Khalidiyah District, Jeddah, KSA
Property Type	Retail and Office Building
Tenure	Freehold
Land size (sq. m)	7,903.00
GFA (sq. m)	26,713.31
GLA (sq. m)	14,337.00
Fair Value (SAR )	129,370,000

Source: JLL / the Client

### 11.2 Property Location

#### **Macro Location**



#### **Micro Location**



Source: JLL / Google Earth

Duran auto De atticution	
Property Positioning	
Property	Al Khaldiyah Business Centre
City	Jeddah
District	Khalidiyah District
No. of Street Frontage/s	4
North	Bohour Al Shouraa Street
South	Qaryat Miskah Street
East	Prince Sultan Road
West	Unnamed Street
Key Landmarks	The Property is located 1.7 km south east of Al Sawary Mall, Stars Avenue Mall is located 1.4 km west of the Property and King Faisal Specialist Hospital is located 1.4 km west of the Property.
Surrounding Land Uses	The surrounding area is predominantly high-end residential G+1 villas with commercial developments fronting Prince Sultan Road.  Stars Avenue is a mall development located 1.4 km West of the Property. It opened in 2009 and contains retail units and F&B. Al Sawary Mall is located 1.7 km North West of the Property. Rosewood Hotel is located 3.7 km West of the Property and Le Meridien Jeddah Hotel is located 3.3 km South-East of the Property.
Source: JLL	

### 11.3 Property Description

Property Description	
Property Type	Office Building
Age (years)	14.5
<b>Building Condition</b>	Good
Internal Condition	Good
No. of Floors	G+4+R
GFA (sq. m)	26,713.31
GLA (sq. m)	14,337.00
Description	The Property comprises a mix-use building development known as Al Khalidiyah Business Centre (KBC) with retail at ground floor level. The Client has provided email confirmation that the Property was constructed in 2008.  The Property is built on a rectangular-shaped plot measuring 7,903 sq. m (based on the title deed) with a total GLA of 14,337 sq. m with G+4+R. The Property consists of strip retail at the ground floor and offices above. The size for the office units ranges from 95 to 194 sq. m, and the average area of the retail units is c. 550 sq. m.  There are two elevators located on the North of the building and two elevators located on the South side of the building. The top floor level located on the North side of the building is divided into two areas: the building management office and the open roof. During our inspection, we noticed that there is a parking building of G+3+Roof located east of the Property. For the purpose of this valuation, we have summarised the number of parking lots allocation for each floor in the table below.  # No. of Floors No. of lots  1 Ground Floor 43  3 Second Floor 40  4 Third Floor 40  5 Roof 40  Total 226  Source: The Client

Source: JLL / The Client

# 11.4 Legal

### 11.4.1 Tenure, Planning and Zoning

Property: SEDCO Capital REIT Assets

#### Summary

,	
Description	
Title Deed No.	220224016129
Plot No. / Subdivision No.	Plot No. 9 subdivision 448/S/T
Owner	Saudi Economic and Development company for Real Estate Funds
Land size (sq. m)	7,903
Tenure	Freehold
Title Deed Date	28/4/1441 (H)- 25/12/2019 (G)
Source: The Client	

For this Report, we have assumed that a good and marketable title is held free from encumbrances, mortgages, charges, third party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

Planning / Building Permit	Details
Permit Number	4300155672
Permit Date	16/06/1443 (H) – 19/01/2022 (G)
Permit end date	15/06/1444 (H) – 07/01/2023 (G)
Owner	Saudi Economic and Development company for Real Estate Funds
Title deed number	420216026736
Plot no.	9
Subdivision no.	488/S/T
Title deed date	01/06/1441 (H) - 26-01- 2020 (G)
Land Area	7,903 sq. m
Source: The Client	

We have assumed all information provided to us by the Client to be accurate and have relied on it for the purpose of this assignment.

Building Specifications (provided in the building permit)

	**		
Contains	Commercial, sq. m	Parking, sq. m	Total Area, sq. m
Ground Floor	3,390.42	1,886.87	5,277.29
Mezzanine Floor	0	1,836.8	1,836.8
1st Floor	2,742.17	1,836.8	4,578.97
2nd Floor	3,384.42	1,836.8	5,221.22
3rd Floor	3,384.42	1,836.8	5,221.22
4th Floor	3,384.42	0	3,384.42
Roof Level	1,193.39	0	1,193.39
Total			26,713.31
Source: The Client			·

#### 11.4.2 Occupational Leases

We have been provided with a tenancy schedule for the Property. We have assumed that information provided to us is accurate and reliable. We present the schedule below:

Tenancy Schedule Summary

Tenant	# Of Unit	Use	NLA, Sq m	Start Date	End Date	SAR per Annum	SAR per sq m per Annum
Car Care Corporation	1	Retail	596	16/05/2021	16/05/2024	349,121	586
Car Care Corporation	2	Retail	599	16/05/2021	16/05/2024	350,879	586
Mohammad Munassir Al Esayi	3	Retail	530	20/09/2020	20/09/2023	530,000	1,000
kawkab alatfal	4	Retail	566	09/04/2023	08/04/2026	510,000	901

Tenant	# Of Unit	Use	NLA, Sq m	Start Date	End Date	SAR per Annum	SAR per sq m per Annum
Mobily	5	Retail	563	18/09/2022	18/09/2025	619,300	1,100
Mobily	6	Retail	563	18/09/2022	18/09/2025	619,300	1,100
Ambassador Food	7	Retail	566	01/01/2022	01/01/2027	500,000	883
Hasaad Food	8	Retail	530	08/06/2021	08/06/2025	556,500	1,050
Vacant	9	Retail	587				
Vacant	10	Retail	587				
Arabian Building Support and Rehabilitation Company	101	office	194	15/09/2020	15/09/2023	128,040	660
Arabian Building Support and Rehabilitation Company	102	office	198	15/09/2020	15/09/2023	130,680	660
Business Incubators and	103	office	168	05/04/2021	05/04/2026	101,640	605
Accelerators	104	office	161	05/04/2021	05/04/2026	97,405	605
NCB Takaful	105	office	159	10/06/2022	10/06/2023	119,250	750
NCB Takaful	106	office	159	10/06/2022	10/06/2023	119,250	750
NCB Takaful	107	office	161	01/02/2022	01/02/2023	125,168	777
NCB Takaful	108	office	168	01/02/2022	01/02/2023	130,610	777
NCB Takaful	109	office	184	01/02/2022	01/02/2023	143,049	777
NCB Takaful	110	office	184	01/02/2022	01/02/2023	143,049	777
NCB Takaful	111	office	145	01/02/2022	01/02/2023	112,729	777
NCB Takaful	112	office	142	01/02/2022	01/02/2023	110,396	777
NCB Takaful	113	office	142	17/04/2022	17/04/2026	93,720	660
NCB Takaful	114	office	145	17/04/2022	17/04/2026	95,700	660
Al Arabia Media Company	115	office	95	01/01/2022	01/01/2025	62,700	660
Al Arabia Media Office company	116	office	160	18/11/2021	18/11/2024	105,600	660
Lonsdale	117	office	142	01/01/2021	01/01/2024	168,838	1,189
Lonsdale	118	office	145	01/01/2021	01/01/2024	172,406	1,189
UMA	201	office	194	01/07/2019	01/07/2024	130,163	671
UMA	202	office	198	01/072019	01/07/2024	132,847	671
JMA	203	office	168	01/07/2019	01/07/2024	112,718	671
Dar Al Eithiman	204	office	161	01/07/2019	01/07/2024	108,022	671
Dar Al Eithiman	205	office	159	01/07/2019	01/07/2024	106,680	671
Dar Al Eithiman	206	office	159	01/07/2019	01/07/2024	106,680	671
Dar Al Eithiman	207	office	161	01/07/2019	01/07/2024	108,022	671
Dar Al Eithiman	208	office	168	01/07/2019	01/07/2024	112,718	671
Dar Al Eithiman	209	office	184	01/07/2019	01/07/2024	123,453	671
Dar Al Eithiman	210	office	184	01/07/2019	01/07/2024	123,453	671
UMA	211	office	145	01/07/2019	01/07/2024	97,287	671
Dar Al Eithiman	212	office	142	01/07/2019	01/07/2024	95,274	671
JMA	213	office	142	01/07/2019	01/07/2024	95,274	671
JMA	214	office	145	01/07/2019	01/07/2024	97,287	671
UMA	215	office	145	01/07/2019	01/07/2024	97,287	671
UMA	216	office	142	01/07/2019	01/07/2024	95,274	671
UMA	217	office	142	01/07/2019	01/07/2024	95,274	671
UMA	218	office	145	01/07/2019	01/07/2024	97,287	671
Quality insurance and investagate company	301	office	194	22/08/2021	22/08/2024	145,500	750

Tenant	# Of Unit	Use	NLA, Sq m	Start Date	End Date	SAR per Annum	SAR per sq m per Annum
Al Mahmal Trading Co.	302	office	198	01/01/2021	01/01/2028	168,210	850
Tam	303	office	168	29/12/2019	29/12/2023	117,600	700
Al Mahmal Trading Co.	304	office	161	15/03/2021	15/03/2027	149,166	926
Vacant	305	office	159				
Dur Real Estate	306	office	159	29/06/2021	29/06/2023	117,600	740
Vacant	307	office	161				-
General Contracting & operation & Maintenance	308	office	168	15/02/2021	15/02/2023	110,000	655
Vacant	309	office	184				-
Vacant	310	office	184			-	
Vacant	311	office	145			-	
Vacant	312	office	142			-	
Al Mahmal Trading Co.	313	office	142	15/01/2021	15/01/2026	141,752	998
Al Mahmal Trading Co.	314	office	145	15/01/2021	15/01/2026	144,746	998
Al Mahmal Trading Co.	315	office	145	01/01/2021	01/01/2029	113,738	740
Tazweed	316	office	142	01/07/2020	01/07/2028	111,384	784
Al Mahmal Trading Co.	317	office	142	15/01/2021	15/01/2026	141,752	998
Al Mahmal Trading Co.	318	office	145	15/01/2021	15/01/2026	144,746	998
Bonn Coffee	358	Kiosk	30	25/08/2022	25/08/2025	450,000	15,000
Total, SAR			14,337			10,186,522	
Total Vacant Units, sq. m			2,149				

Source: The Client

At the date of valuation, we note that the Property is 85% leased (by area). We understand that tenants cover the utility costs, based on their actual consumption.

From the documents provided to us, we understand that the rents shown in the above tenancy schedule are fixed with no indexation stated in the lease agreements, except for the lease agreement for the units # 1, 2, 4, 7, 103, 104, 304, 313, 314, 315, ,316, 317 and 318. We have summarised the annual rent for each of the aforementioned units in the table below.

# Of Unit	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Year 2028	Year 2029
1	349,121	373,559*	373,559					
2	350,879	375,441*	375,441					
4		510,000	510,000	510,000	612,000*			
7	500,000	500,000	550,000	550,000	599,500*	599,500		
103	101,640	110,788*	110,788	110,788	110,788			
104	97,405	106,171*	106,171	106,171	106,171			
304	149,166	162,591*	162,591	162,591	162,591	162,591		
313	141,752	141,752	155,927*	155,927	155,927			
314	141,752	141,752	155,927*	155,927	155,927			
315	113,738	113,738	113,738	113,738	120,562*	120,562	120,562	120,562
316	111,384	111,384	111,384	118,067*	118,067	118,067	118,067	
317	141,752	141,752	155,927*	155,927	155,927			
318	144,746	144,746	159,221*	159,221	159,221			

Source: The Client

<sup>\*</sup>The underlined numbers represent the indexation in the rental rates shown in the table above.

#### 11.4.3 Management Agreements

We have been provided with the Property Management agreement dated 24/09/2019 concluded between Starlink Real Estate Company and SEDCO Capital Real Estate Funds Company, confirming that the property management fee is 3.5% of the total collected rent amount. In accordance with the agreement Starlink Real Estate Company are obliged to collect the rent from the tenants in the Property. From the provided document, we understand that the agreement expired (31/10/2020). However, we have been informed by the Client that the agreement has been renewed on the same terms.

From the management agreement, we understand that the service provider company Starlink Real Estate Company will charge the landlord 5% of the annual rent as a letting fee for vacant units, should the certain occupancy threshold of approximately 75% not be met. Also, upon expiry of the existing leases and re-letting the units to either existing tenants or to new tenants at a higher rent, the company will charge the landlord 1.5% of the new total annual rent.

We have also been provided with Facility Management agreement from 01/01/2022 to 31/12/2024 concluded between Al Mahmal services and utilities company and SEDCO Capital, confirming that the Facility Management fee is SAR 738,000 per annum and the total fees of the contract are SAR 1,476,000.

Additionally, we have been advised by the Client that there are variable facility management costs of SAR 400,000 per annum.

#### 11.4.4 Contracted Rent

For the purposes of this valuation, we have utilised the information from the rent-roll provided to us by the Client. The Gross Passing Rent (Base Rent and Service Charge) as at the Valuation Date is SAR 10,186,522 per annum.

Upon expiration of the existing lease agreements, we have assumed the gradual reversion of passing rental rates to the market level indicated in the occupational leases section above. We understand from the documentation received from the Client that most of the existing lease agreements extend for a period of 3 years. Therefore, we have assumed renewal for a similar period and accounting for a c. 10% to 20% escalation to the applicable rental rate.

#### 11.4.5 Operating Costs

Based on the information provided by the Client, we understand that Property Management costs are 3.5% of the passing rent or c. SAR 375,715 per annum as at the date of valuation. We have also considered the current fixed facility management cost of SAR 738,000 per year and variable facility management costs of SAR 400,000 per year as mentioned in section (1.4.3) above.

Therefore, the total operating expenses as at the date of valuation are SAR 1,513,715 per annum or say, SAR 105 per sq. m per annum (based on the area of 14,337 sq. m).

#### 11.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

#### **Market Rent**

In arriving at our opinion of Market Rent in respect of the Property, we have considered a range of comparable developments as follows:

#### **Map of Comparables**



Source: Google Earth, JLL

The details of the above identified comparables are included in the table below.

Table of Comparables

Tab	te of Comparables				
#	Building Name	Use	Average Unit Area, sq. m	AVG SAR per sq. m Per Annum including SC	Comments
1	Quarts Tower	Office	200	800 - 1,000	<ul><li>Completion Date: 2020</li><li>Grade: B</li></ul>
2	Sumou Building	Office	250	750 - 850	<ul><li>Completion Date: 2010</li><li>Grade: B</li></ul>
3	Karam Allah Building	Office	200	800 - 900	<ul><li>Completion Date: 2013</li><li>Grade: B</li></ul>
4	King Road Tower	Office	982 - 1,179	1,200 - 1,400	<ul><li>Completion Date: 2011</li><li>Grade: A</li></ul>
5	Jeddah Square	Office	200 - 1,100	800 - 1,200	<ul><li>Completion Date: 2020</li><li>Grade: A</li></ul>
6	Jameel Square	Office	250	1,100 - 1,200	<ul><li>Completion Date: 2008</li><li>Grade: A</li></ul>
7	Tujjar Jeddah	Office	180	850 - 1,000	<ul><li>Completion Date: 2002</li><li>Grade: B</li></ul>
8	Thabet Tower	Office	1,455	660	<ul><li>Completion Date: 2021</li><li>Grade: C</li></ul>
9	Hail Tower	Retail	541	600 - 650	<ul><li>Completion Date: c. 2009</li><li>Grade: B</li></ul>
10	Quarts Tower	Retail	250 - 450	1,000 - 1,300	<ul><li>Completion Date: 2020</li><li>Grade: B</li></ul>
11	Sumou Building	Retail	250 - 450	1,000 - 1,300	<ul><li>Completion Date: 2010</li><li>Grade: B</li></ul>
12	Itqan Square	Retail	300	1,300	<ul><li>Completion Date: 2022</li><li>Grade: B</li></ul>

Source: JLL Research

- Asking rents for the office space, similar to the Property, located in close proximity to the Property are in the region of SAR 660 to SAR 1,400 per sq. m pa including the service charge.
- In assessing the Market Rent for the office element for the Property we have considered such characteristics of the Property as good location, good parking provision (planned), however we have also accounted for the current market conditions and potential competition (both existing and pipeline).
- For retail units, we analysed numerous mixed-use developments on the street, and we understand that the rents are in the region of SAR 600 to SAR 1,300 per sq. m pa including service charge. In some cases, where the project represents purpose-built retail centre and benefits from prominent location and rectangular shaped units with good visibility, rents can achieve between SAR 2,500 per sq. m per annum and SAR 3,500 per sq. m per annum. We note, however, that the above rents above are quoted for the units, which are smaller than the units within the Property. Thus, we have made an allowance for quantum in our rental analysis below.
- Following our discussion with brokers and management team of each tower/building in Jeddah City, we understand that the vacancy rate has increased slightly compared to 2021 and 2022. However, the asking rent for the offices and retails remains the same due to workstyle and reducing the size of the units after COVID-19 pandemic and the corresponding economic slowdown in KSA in general.
- The Property benefits from being located along Prince Sultan Road and bounded by four streets. However, we understand from the provided document that the age of the Property is c. 14.5 years as of the date of this valuation. Therefore, we have taken into consideration the location, quality and quantum factors.
- From our discussion with brokers and other market participants, we understand that the lease rate for Kiosks located in the immediate surrounding area is between SAR 7,500 per sq. m per annum and SAR 9,500 per sq. m per annum. Therefore, for the existed Kiosk leased to Bonn Coffee, we have assumed that the contracted rent is in line with the market.
- During our inspection 07 July 2022, we noted that there are two types of offices, offices that enjoy a good frontage and view to the main road and offices with a view of the opposite side of the Road. Therefore, we have considered a premium to be applied for the better frontage.

Based on the above, we have summarised our opinion of Market Rent for retail and office components in the table below:

Unit Type	Average Rental Rate, SAR per sq. m per annum	Area, sq. m	SAR per sq. m	Total Market Rent, SAR per annum (assuming fully occupied)
Retail Showroom, SAR per sq. m per annum	(Including service charge)	5,687	1,400	7,961,800
Offices, SAR per sq. m per annum (Front)	(Including service charge)	5,208	800	4,166,400
Offices, SAR per sq. m per annum (Back)	(Including service charge)	3,412	750	2,559,000
Unit No 358	(Including service charge)	30	8,333	250,000
Total		14,337		14,937,200

We have applied a rate of 1.5% per annum at expiry of each tenant as the adopted market rental growth and inflation rate.

#### 11.5.1 Operating Costs

As mentioned above, the current Property Management and facility agreement will expire on 31 October 2023 and 31 December 2024 respectively. We understand that these costs are in line with the market level. For the purpose of this valuation, we have assumed the total operating costs upon expiry of the existing contracts will be SAR 100 per sqm per annum, including both Property Management and Facility Management.

#### **Current Voids**

As at the date of valuation the Property is 85% leased (by area). For the space, which is currently vacant, we have assumed a total current void period of 4 months. This period allows for the time, required to find new occupiers and allows for rent-free periods, which would be provided to new occupiers. Office tenants may either take the vacant units with exiting fit-out, in which case rent-free periods will be used to incentivise the tenants to move to the Property or may require this period of time to change the fit-out of the units.

Pursuant to the signed property management agreement provided to us, we have also accounted for the agency fee of 1.5% for letting the vacant units.

#### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset given the long-term triple net lease in place at the Property, we have applied a Discount Rate of 10.25%, which we consider to be the return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-years analysis horizon.

We have applied an Exit Yield of 8.5% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 129,370,000.

We have summarised our inputs and valuation of the Property in the table below:

#### Valuation Summary Table

variation cannilary rable	
	Al Khaldiyah Business Centre
Net Operating Income (Year 1), SAR	9,279,822 per annum
Net Operating Income (Year 6), SAR	12,164,929 per annum
Discount Rate	10.25%
Exit Yield	8.5%
Fair Value December 2022 Valuation	SAR 129,370,000
Projected First Year's Forward Yield	7.17%

Source: JLL

#### Property: SEDCO Capital REIT Assets

#### 11.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as at 31 December 2022 is:

#### SAR 129,370,000

# (ONE HUNDRED AND TWENTY-NINE MILLION, THREE HUNDRED AND SEVENTY THOUSAND SAUDI ARABIAN RIYALS)

#### 11.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Ite	m .	Our Approach
00)	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
pp)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
99)	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
rr)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

#### 11.8 High Level Replacement Cost Desktop Analysis

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for lands located along Prince Saud Al Faisal Street and have applied adjustment to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high level development costs for similar community/strip malls/plazas in the Kingdom and depreciated the said total cost over a period of 14.5 years (age of the Property).

Replacement Cost Summary

	Area (sqm)	SAR/sqm	Summary (SAR)
Plot	7,903.00	10,500	82,981,500
Office Building GFA	21,153		
Parking Building, BUA	5,560		
Development Cost of the Office Building		4,250	89,900,250
Development Cost of the Parking Building		2,250	12,510,000
Total (Plot + Structure)			185,391,750
Source: JLL			

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#### Depreciation

	Years	SAR/sq. m	Total Depreciation
Depreciation (per year) - Straight Line for the Office Building	30	2,996,675	
Accumulated Depreciation of the Office Building	14.5		43,451,788
Depreciation (per year) - Straight Line of the Parking Building	30		
Accumulated Depreciation of the Parking Building	1.5	417,000	625,500
Total Depreciation (Office Building & Parking Building)			(44,077,288)

Source: JLL

**Depreciated Replacement Cost Summary** 

	Summary (SAR)
Plot	82,981,500
Development Cost of the Building Office	89,900,250
Development Cost of the Parking Building	12,510,000
Total (Plot + Structure)	185,391,750
Total Depreciation (Office Building & Parking Building)	(44,077,288)
Depreciated Replacement Cost	141,314,463

Source: JLL high level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

Based on the above analysis, we understand that the resulting depreciated replacement cost for the Property exceeds its Fair Value. This is mainly attributed to the increase in land value during the past few years, on the one hand, and the decrease in rental rates due to the pandemic outbreak and reduced demand for office units, on the other hand. However, it should be noted that the Depreciated Replacement Cost Method is not the appropriate approach to value income-producing and investment assets such as the Property.

#### Hyper Panda, Jeddah 12

#### **Executive Summary** 12.1

Property: SEDCO Capital REIT Assets





Source: JLL Inspection 2022

<b>Executive Summary</b>	
Inspection Date	5 July 2022
Location	Al Hamadaniyyah District, Jeddah, KSA
Property Type	Retail
Tenure	Freehold
Land size (sq. m)	13,685.85
BUA (sq. m)	5,858
Fair Value (SAR)	39,550,000

#### Source: the Client/JLL

#### **Property Location** 12.2

#### **Macro Location**



**Micro Location** 



Source: JLL / Google Earth

Burney Burney		
Property Positioning		
Property		Hyper Panda
City		Jeddah
District		Al Hamadaniyyah District
No. of Street Frontage/s		4
	North	Al-Tareq Bin Al-Mourtafe'a Street
	South	Unnamed Street
	East	Al Hamadaniyyah Street
	West	Unnamed Street
Key Landmarks		The Property is located along a prime commercial road in Jeddah and is situated in close proximity to Farah Hall (approximately 1.3 km to the west), Nahda Hypermarket (1.4 km to the north) and King Abdullah Sport City Complex (3.4 km to the northwest).
Surrounding Land Uses		The surrounding area is predominantly residential with commercial developments along Al Hamadaniyyah Street and Al Haramain Highway. Al Hamadaniyyah District is a low to mid-profile district comprising low-density developments. These developments mainly comprise villas, which internally are split into smaller apartments.
Source: JLL		· ·

### 12.3 Property Description

Retail
9.5
Fair
Fair
G + M
5,858
5,858
The Property, known as Panda Hypermarket, is located in Al Hamadaniyyah District, Jeddah, and was completed in early 2013 as previously advised by the Client. The Property comprises a retail area, storage facility and parking. Overall, the Property consists of a concrete frame structure developed over a land area of 13,685.85 sq. m, with a corresponding total Built-Up Area (BUA) / Gross Leasable Area (GLA) of 5,858 sq. m. For the purpose of our valuation, we have relied on the areas provided to us by the Client. Should the areas prove to be incorrect, our opinion of value could be affected. As such, we recommend that the information regarding the areas be verified by your advisors and specialist consultants.  We understand that the Property is mainly occupied by Panda Hypermarket. However, at the time of inspection, we noticed that Panda has sub-leased various small retail shops along the western boundary of the Property and within the main building in addition to a stand-alone dining restaurant known as "Sultan Burger". The Property has one main entrance for vehicles and two exits, with loading areas located along the northern part of the building.

Source: JLL / The Client

12.4

#### 12.4.1 Tenure, Planning and Zoning

Property: SEDCO Capital REIT Assets

Title Deed Summary

Legal

Description	
Title Deed No.	220206006345
Plot No. / Subdivision No.	Plot no. 2/A/B; subdivision no. 385/J/S
Owner	Saudi Economic and Development Company for Real Estate Funds
Tenure	Freehold
Land Area (sq. m)	13,685.85
Title Deed Date	14/03/1434 (H) - 26/01/2013 (G)
Course. The Client Title Dood	

For this Report, we have assumed that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

We have been provided with a building permit and building specifications, the details of which are summarized below. We understand that the ownership of the Property has been transferred from Al Aziziyah Panda United Company to the Client as indicated in the title deed summary above.

**Building Permit Summary** 

Planning / Building Permit	Details
Permit Number	3300416699
Permit Date	28/06/1433 (H) - 19/05/2012 (G)
Permit End Date	28/06/1436 (H) - 17/04/2015 (G)
Owner	Al Aziziyah Panda United Company
Title Deed Number	9632
Plot No.	N/A
Subdivision No.	385/J/S
Title Deed Date	15/01/1426 (H) - 24/04/2005 (G)
Built-up Area (BUA)(sq. m)	5,858

Source: The Client, Building Permit

Property Specifications (Provided in Building Permit)

Type	Floor	Area (Sq. m)
Commercial Space	Ground Floor	5,858
Parking	Land Area	2,250

Source: The Client

For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements. We have assumed that all information provided to us by the Client is accurate and we have relied on it for the purpose of this assignment.

#### 12.4.2 Occupational Leases

The Property is subject to a 6-year lease agreement from 09 January 2022 to 08 January 2028. We have presented the salient terms of the lease below:

Panda Hypermarket, Al Hamadaniyyah District, Jeddah, KSA – Terms of the Lease Agreement				
Contract Date:	25 September 2022 G (corresponding to 29/2/1444 H)			
Lessor (First Party):	Saudi Economic and Development Company for Real Estate Funds			
Lessee (Second Party):	Al Aziziyah Panda United Company			
Lease Term:	Six (6) Gregorian years			
Lease Start	09 January 2022 G (corresponding to 06/06/1443 H)			

Panda Hypermarket, Al Hamadaniyyah District, Jeddah, KSA – Terms of the Lease Agreement				
Lease Type	Triple Net			
Property Description:	Land consisting of 13,685.85 sq. m and all buildings currently erected on the plot as outlined in an annex to the Lease. The Lease also covers any buildings to be erected on the plot so long as the Lessee has the authority to invest in such buildings.			
Rent:	SAR 20,457,783.60 for the entire 6-year term of the Lease: SAR 2,845,151.07 per annum for the first year of the term (till 9 January 2023) and SAR 2,988,844.00 per annum for the last 5-years of the term (January 2023 to January 2028)			
Payment terms	Quarterly, within ten (10) days from the start of each quarter in a contractual year.			
Subletting	The Lessee may sublease all or part of the Property without the Lessor's consent provided that the sub-lease agreement:  1. does not mention the name of the Lessor; 2. does not exceed the term of the original Lease; and 3. the Lessee shall be responsible to pay any fees and fines associated with the subleased premises.			
Alterations	The Lessee shall not undertake any alterations to the Property (defined to include building new floors or demolishing any standing buildings) prior to obtaining the consent of the Lessor. Any improvements to the Property and/or new buildings or floors shall belong to the Lessor when the Lessee vacates the leased premises.			
Termination  Causes The Client	The Lessor may terminate the Lease if the Lessee is in breach of its obligations under the Lease and fails to remedy such breach within forty-five (45) days of notice from the Lessor. The Lessee shall have another forty-five (45) days to return the Property to the Lessor free of any physical or financial encumbrances. Following such termination, the Lessor may claim the rent already due.			

Source: The Client

#### 12.4.3 Operating Costs

As per the terms of the lease agreement detailed above, the Lessee (i.e. Al Aziziyah Panda United Company) is responsible for all the Property's operating expenditures as well as ongoing maintenance and insurance costs. We have not been provided by the Client with the actual operating costs presently incurred by the lessee for the Property.

#### 12.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

#### 12.5.1 Commentary on Market Rent

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the currently payable rent or signed lease. This indicates the sustainability of the contracted rent (SAR 510 per sq. m per annum) in terms of tenant affordability.

Moreover, based on the information provided by the Client, specifically lease agreements for similar big-box Panda assets, current passing rates range between SAR 530 and SAR 725 per sq. m. Contracted passing rent in Extra is SAR 860 per sq. m per annum. Contracted and passing rents mostly depend on the location of each specific asset and the trading potential of the business. The Property's passing rent of SAR 510 per sq. m is slightly below the aforementioned range.

We have also had regard to prevailing rental comparables for similar big-box retail assets throughout the Kingdom, which are typically let on long-term leases. We understand that rental rates for such assets may

currently range between SAR 550 and SAR 850 per sq. m, depending on macro and micro-location, direct competition, catchment area and the profile of the neighbourhood. All of the above factors affect such properties' rental rates significantly.

Based on the above, we are of the opinion that the current passing rent of SAR 510 per sq. m is below the ranges provided above, however, we believe that this is a reflection of the profile of the neighbourhood and the trading potential of the property. Therefore, we have assumed that the passing rent fairly reflects the Market Rent for similar space in this location.

We have accounted for a yearly growth of 1.5% on the Market Rent, reflected upon the expiration of the contract in 2028.

#### 12.5.2 Contracted Rent

The Property is subject to a 6-year lease agreement, signed on 09 January 2022, extending from January 2022 to January 2028. The aforementioned agreement stipulates a yearly rental payment of SAR 2,845,151 for the first-year term (equivalent to circa SAR 486 per sq. m of GLA), and SAR 2,988,844 for the subsequent 5-year term of the lease (equivalent to SAR 510 per sq. m of BUA). The table below further summarizes the rental schedule agreed upon in the lease agreement provided by the Client.

Contracted Rent Payment Schedule

Period	Lease Term	Payment Term	Annual Rent (SAR)	Rental Rate per sq. m (SAR)
1	Jan 2022 - Jan 2023	Quarterly	2,845,151	486
2	Jan 2023 - Jan 2028	Quarterly	2,988,844	510
Source: Client, Lease Agreement				

#### 12.5.3 Operating Expenditures

As per the terms of the lease agreement detailed above, all expenses pertaining to the operations of the Property are borne by the lessee (i.e. Al Aziziyah Panda United Company), including ongoing maintenance and repair expenses as well as insurance costs.

Our financial forecasts thus consider a triple-net arrangement and do not capture an operating expenditure budget to be borne by the Client over the 5-year forecast period.

#### 12.5.4 Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, given the long-term triple net lease in place for the Property with 5 years remaining till expiration, we have applied a discount rate of 9.25%, which we consider to be the return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.5% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash flow to calculate the estimated terminal sale price). As mentioned above, we have applied a yearly escalation of 1.5% to the Market Rent, which was in turn reflected in our computation of rental income and net operating income upon the expiration of the existing lease agreement in January 2028. This

would result in higher revenue and net operating income levels compared to those expected over the 5-year forecast period.

Based on the above analysis, we are of the opinion that the Fair Value of the Property, as of the Valuation Date, is SAR 39,550,000. We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

	Panda Hypermarket, Hamdaniyyah District, Jeddah, KSA
Net Operating Income (Year 1)	SAR 2,988,844
Net Operating Income (Year 6)	SAR 3,219,834
Discount Rate	9.25%
Exit Yield	7.5%
Fair Value December 2022 Valuation	SAR 39,550,000
Projected First Year's Forward Yield	7.56%
Source: JLL Analysis	

#### 12.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as of 31 December 2022 is:

#### SAR 39,550,000

#### (THIRTY-NINE MILLION, FIVE HUNDRED AND FIFTY THOUSAND SAUDI ARABIAN RIYALS)

#### 12.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Iter	n	Our Approach
ss)	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
tt)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
ии)	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
vv)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

## 12.8 High-level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in a fair condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have considered land plots listed for sale in the nearby vicinity of the Property, benefiting from similar planning and zoning regulations, and applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for similar big box retail properties in the Kingdom and depreciated the said total cost over a period of 9.5 years (age of the Property).

Replacement Cost Summary

	Area (sq. m)	SAR/sq. m	Summary, SAR
Plot	13,685.85	2,000	27,371,700
Superstructure (BUA)	5,858	3,000	17,574,000
Total (Plot + Structure)			44,945,700

<sup>\*</sup>Inclusive of contingencies, financing fees and soft construction costs for the superstructure

#### Depreciation

	Years	SAR/Year	Total Depreciation
Depreciation (per year) – Straight Line	35	502,114	
Accumulated Depreciation	9.5		(4,770,086)

Depreciated Replacement Cost Summary

	Summary, SAR
Plot	27,371,700
Development Cost	17,574,000
Total (Plot + Structure)	44,945,700
Depreciation	(4,770,086)
Depreciated Replacement Cost (Rounded)	40,175,614
Source: JLL	

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 13 Al Rawdah Business Centre, Jeddah

## 13.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	27 July 2022
Location	Al Rawdah District, Jeddah, KSA
Property Type	Office and retail building
Tenure	Freehold
Land size (sq. m)	2,462.50
BUA (sq. m)	17,527
GLA (sq. m)	11,794
Fair Value (SAR)	98,170,000

Source: JLL / The Client

## 13.2 Property Location

## **Macro Location**





## **Micro Location**



Property Positioning					
Property	Al Rawdah Business Centre				
City	Jeddah				
District	Al Rawdah District				
No. of Street Frontages	2				
South	Prince Saud Al Faisal Street				
West	Almad Jamjoum Street				
Key Landmarks	The Property is located c. 1 km west of the Stadium of the Ministry of Education, 2km northwest of Serafi Mega Mall and 2km north of IKEA.				
Surrounding Land Uses	The surrounding area is predominantly residential with commercial developments along Prince Saud Al Faisal Street.  Prince Saud Al Faisal Street mainly consist of G+6 commercial developments coupled with ground floor retail showrooms. Many very well-known local and international brands occupy retail premises along this street. Among them are: Armani Furniture, Dimos Furniture, Diesel and Nike.  Further to the West (after Prince Sultan junction), numerous mixed-use developments are located, such as: Al Badriyah Towers, Bin Suliman Development and Al Mukhmal Tower. These are mainly Grade A and B buildings. King Faisal Specialist Hospital & Research Centre is located on Prince Saud Al Faisal Street.				

Source: JLL

## 13.3 Property Description

Property Description	
Property Type	Office Building
Age (years)	8.5
<b>Building Condition</b>	Good
Internal Condition	Good
No. of Floors	B+G+M+6+2 Roof
BUA (sq. m)	17,527.00
GLA (sq. m)	11,794.00
Plot Area (sq. m)	2,462.50
Description	The Property comprises a mixed-use development known as Rawdah Business Centre. Construction of the building was completed in 2014, in accordance with the information provided by the Client. The Property comprises a parcel of land measuring 2,462.5 sq. m (as per the Title Deed), incorporating a mixed-use building extending to 17,527 sq. m of Built-Up Area (BUA) as per the documents provided to us. The development consists of a basement, ground floor, mezzanine floor and six office floors with roof level developed at approximately 60% of the sixth floor.

Source: JLL / The Client

## 13.4 Legal

# 13.4.1 Tenure, Planning and Zoning

Summary

Description	
Title Deed No.	420228018317
Plot No. / Subdivision No.	Plot no. 4 subdivision #96/B
Owner	Saudi Economic and Development Company for Real Estate Funds
Land size (sq. m)	2,462.5
Tenure	Freehold
Title Deed Date	17/08/1440 (H) - 22/04/2019 (G)

Source: The Client

For this Report, we have assumed that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

Planning / Building Permit	Details
Permit Number	3900025974
Permit Date	20/04/1439 (H) - 07/01/2018 (G)
Permit end date	20/04/1440 (H) - 28/12/2018 (G)
Owner	SEDCO Capital Real Estate Funds Company
Title deed number	320223010262
Plot no.	4
Subdivision no.	96/B
Title deed date	27/04/1435 (H) - 27/02/2014 (G)
Land Area (sq. m)	2,462.5 sq. m
Total BUA (sq. m)	17,527
Source: The Client	

For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on it for the purpose of this assignment.

Building Specifications (provided in the building permit)

Туре	Usage	Area (sq. m)
Basement	Service	4,060
Ground Floor	Commercial	1,735
Mezzanine	Commercial	544
First Floor	Commercial	1,576
Second Floor	Commercial	1,576
Third Floor	Commercial	1,576
Furth Floor	Commercial	1,576
Total Typical 3 Remaining Floors	Commercial	3,152
Roof Offices	Commercial	1,732
Total		17,527
Source: The Client		

## 13.4.2 Occupational Leases

We have been provided with a tenancy schedule for the Property. We have assumed that information provided to us is accurate and reliable. We have presented the schedule below:

**Tenancy Schedule Summary** 

Tenant	No of Unit/Office	GLA, sq. m	Lease Start	Lease Exp	Rent, SAR/ sq m /annum	Rent, SAR / annum
Robayat	1	1,046	27-Feb-21	27-Feb-23	1,000	1,046,000
MSC Company	2	651	1-Dec-21	1-Dec-24	850	553,350
international commercial company	3	770	1-Mar-22	1-Mar-25	850	654,500
Maha Al Jaffali (Ghandour)	101	529	1-Sep-22	1-Mar-24	761	402,701
Maha Al Jaffali (Ghandour)	102	270	1-Sep-22	1-Mar-24	761	205,537
Multqa resturant limited	103	441	15-Sep-22	15-Sep-25	650	286,650
Second Generation Limited	201 A	265	1-Mar-21	1-Mar-23	660	174,570
Itqan limit Company	201 B	265	1-Mar-21	1-Mar-23	660	174,570
Mediterranean Shipping Company	202	270	24-Jun-22	24-Jun-23	730	197,100
Mediterranean Shipping Company	203	441	5-Jan-23	5-Jan-24	695	306,495

Tenant	No of Unit/Office	GLA, sq. m	Lease Start	Lease Exp	Rent, SAR/ sq m /annum	Rent, SAR / annum
Al Jadda International	A301	369	1-Sep-22	1-Sep-23	750	284,130
Star link Real Estate	B301	160	1-Jan-21	1-Jan-26	500	80,000
Hattan office for consultant	302	270	1-Jan-23	1-Jan-24	850	229,522
First Falcon Travel Company	303	441	1-May-20	1-May-23	715	286,650
Midlog Arabia Limited	401 A	412	1-Jan-22	1-Jan-24	737	303,644
Mediterranean Shipping Company	401 B	117	1-Jan-22	1-Jan-24	740	86,230
Holool Company	402	270	1-Jan-22	1-Jan-25	660	178,200
Saham Future Company	403	441	1-Oct-20	1-Oct-23	715	315,315
Anasia trading company	501	529	1-Feb-22	1-Feb-23	701	371,000
RMZ Holding Company	502	270	1-Mar-21	1-Mar-23	660	178,200
Professional medical expertise	503	441	1-Jan-22	1-Jan-24	770	264,060
China Telecom Services Company	601	460	1-Mar-22	1-Mar-23	630	289,800
Ebnin Hadi Limited Company	602	339	1-Dec-20	1-Dec-23	661	203,765
Ebnin Hadi Limited Company	603	441	1-Dec-20	1-Dec-23	661	265,075
Al Ryada Telecom Company	701	1,018	5-Jan-22	5-Jan-23	770	783,860
Vacant	702	869				0
Total		11,794				8,120,924
Carrage Than Client						

Source: The Client

At the date of valuation the Property is c. 93% leased (by area). We understand that tenants cover the utility costs, based on their actual consumption.

#### **Contracted Rent**

For the purposes of this valuation, we have utilised the rent-roll provided to us by the Client. The Gross Passing Rent (Base Rent and Service Charge) at the Valuation Date is SAR 8,120,924 per annum.

From the documents provided to us, we understand that the rents shown in the above tenancy schedule are fixed with no indexation.

## **Management Agreements**

We have been provided with the Property Management agreement dated 01 January 2022 concluded between Starlink Real Estate Company and Saudi Economic and Development Company for Real Estate Funds, confirming that the property management fee is 3.5% of the total collected rent amount. In accordance with the agreement Starlink Real Estate Company are obliged to collect the rent from the tenants in the Property. From the provided document, we understand that the agreement expires on 31 October 2023. However, we have been informed by the Client that the agreement has been renewed on the same terms.

From the management agreement, we understand that the service provider Starlink Real Estate Company will charge the landlord 5% of the annual rent as a letting fee for vacant units, should the certain occupancy threshold of approximately 75% not be met. Also upon expiry of the existing leases and re-letting the units to either existing tenants or to new tenants at a higher rent, the company will charge the landlord 1.5% of a new total annual rent.

We have also been provided with the Facility Management agreement dated 01 November 2020. The contract expires on 31 December 2024. The contract is between AlMahmal Facilities Services Company and Saudi

Economic and Development Company for Real Estate Funds, confirming that the Facility Management fee is SAR 490,800 per annum.

We have also been provided by the Client with additional Costs of SAR 200,000 per year as variable facility management fees.

## 13.4.3 Operating Costs

Based on the information provided by the Client, we understand that Property Management costs are 3.5% of the passing rent or c. SAR 302,736 per annum as at the date of valuation. We have also considered the current fixed facility management cost of SAR 490,800 per year and variable facility management costs of SAR 200,000 per year, as advised by the Client.

Therefore, the total operating expenses as at the date of valuation are SAR 993,536 per annum or say, SAR 84 per sq. m per annum (based on the area of 11,794 sq. m).

#### 13.5 **Valuation**

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF)

## **Market Rent**

In arriving at our opinion of Market Rent in respect of the Property, we have considered a range of comparable developments as follows:



**Map of Comparables** 

Source: Google Earth, JLL

The details of the above identified comparables are included in the table below.

## Property: SEDCO Capital REIT Assets

Table of Comparables

#	Building Name	Use	Average Unit	AVG SAR per sq. m	Comments
			Area, sq. m	Per Annum	
1	Quarts Tower	Office	200	800 - 1,000	Completion Date: 2020
					Grade: B
	0 0 11 11	0.55	0.50		Inclusive Service Charge.
2	Sumou Building	Office	250	750 - 850	Completion Date: 2010
					■ Grade: B
3	Karam Allah Building	Office	200	800 - 900	<ul><li>Inclusive Service Charge.</li><li>Completion Date: 2013</li></ul>
3	Naralli Allali Dullullig	Office	200	600 - 900	Grade: B
					<ul><li>Inclusive Service Charge.</li></ul>
4	King Road Tower	Office	982 - 1,179	1,200 - 1,400	<ul><li>Completion Date: 2011</li></ul>
	Tillig Road Tower	Office	302 1,113	1,200 1,100	Grade: A
					<ul><li>Inclusive Service Charge.</li></ul>
5	Jeddah Square	Office	200 - 1,100	800 - 1,200	■ Completion Date: 2020
	'		,	,	Grade: A
					Inclusive Service Charge.
6	Jameel Square	Office	250	1,100 - 1,200	■ Completion Date: 2008
					■ Grade: A
					Inclusive Service Charge.
7	Tujjar Jeddah	Office	180	850 - 1,000	■ Completion Date: 2002
					■ Grade: B
		0.55		000	Inclusive Service Charge.
8	Thabet Tower	Office	1,455	660	Completion Date: 2021
					■ Grade: C
9	Hail Tower	Retail	541	600 - 650	<ul><li>Inclusive Service Charge.</li><li>Completion Date: c. 2009</li></ul>
9	nait rower	Retail	341	600 - 630	■ Completion Date: c. 2009 ■ Grade: B
					<ul><li>Inclusive Service Charge.</li></ul>
10	Quarts Tower	Retail	250 - 450	1,000 - 1,300	Completion Date: 2020
10	Quarto Forrer	recare	250 150	1,000 1,000	Grade: B
					<ul><li>Inclusive Service Charge.</li></ul>
11	Sumou Building	Retail	250 - 450	1,000 - 1,300	■ Completion Date: 2010
					Grade: B
					Inclusive Service Charge.
12	Itqan Square	Retail	300	1300	<ul><li>Completion Date: 2022</li></ul>
					■ Grade: B
					Inclusive Service Charge.

Source: JLL Research

- Asking rents for the office space, located in close to the Property are in the region of SAR 600 to SAR 1,400 per sq. m per annum including service charge.
- In assessing the Market Rent for the office element for the Property we have considered such characteristics of the Property as good location, and have also accounted for the current market conditions and potential competition.
- For retail units, we analysed numerous mixed-use developments on the street, and we understand that the rents are in the region of SAR 1,000 to SAR 1,300 per sq. m per annum including service charge. In some cases, where the project represents purpose-built retail centre and benefits from prominent location and fairly square shaped units with good visibility, rents can achieve between SAR 2,500 per sq. m per annum and SAR 3,500 per sq. m per annum. We note, however, that the above rents above are quoted for the units, which are smaller than the units within the Property. Thus, we have made an allowance for quantum.

We are also aware of retail units in Murjan Building located close to the Property with asking rents between SAR 1,600 per sq. m per annum and SAR 1,800 per sq. m per annum. However, the mentioned rates are applied for smaller units. Therefore, we have applied an adjustment for quantum factor in our rental analysis.

Based on the above, we are of the opinion that the Market Rent for the office space in the Property is SAR 750 per sq. m per annum, whereas the Market Rent for the retail space is SAR 1,400 per sq. m per annum. These rates include service charges. We have summarised the Market Rents for both the retail and office components in the table below:

Unit Type	Average Rental Rate, SAR / sq. m / annum	Total Units Area, sq. m	Total Market Rent, SAR per annum (assuming fully occupied)
Retail Showroom, SAR per sq. m per annum	1,400 (including service charge)	2,467	3,453,800
Offices, SAR per sq. m per annum	750 (including service charge)	9,327	6,995,250
Total			10,449,050

Source: JLL

We have applied a rate of 1.5% per annum at expiry of each tenant as the adopted rental growth and inflation rate. The table above provides the Market Rent at 100% occupancy in the Property. However, we have assumed a stabilised occupancy of 90% during analysis period.

## **Operation Costs**

As mentioned above, the current property management and facility agreements will expire on 31 October 2023 and 31 December 2024 respectively. We understand that the contracted OpEx is below the market level. For the purposes of this valuation, upon expiry of the existing contracts we have assumed a total OpEx of SAR 90 per sq. m per annum, including both property management and facility management. We have also applied 2% per annum as the adopted expense growth and inflation rate.

### **Current Voids**

As at the date of valuation the Property is 93% leased (by area). For the space, which is currently vacant, we have assumed a total current void period of 4 months. This period allows for the time, required to find new occupiers and allows for the rent-free periods, which will be provided to the new occupiers. Office tenants may either take the vacant units with exiting fit-out, in which case rent-free periods will be used to incentivise the tenants to move to the Property or may require this period of time to change the fit-out of the units.

Pursuant to the signed property management agreement provided to us, we have also accounted for the agency fee of 1.5% for letting the vacant units.

#### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset given the long-term triple net lease in place at the Property, we have applied a Discount Rate of 10.25%, which we consider to be the return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-years analysis horizon.

We have applied an Exit Yield of 8.25% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price). Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 98,170,000.

We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

Al Rawdah Business Centre
7,079,483 per annum
9,112,433 per annum
10.25%
8.25%
SAR 98,170,000
7.21%

Source: JLL

## 13.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as at 31 December 2022 is:

#### SAR 98,170,000

#### (NINETY-EIGHT MILLION ONE HUNDRED AND SEVENTY THOUSAND SAUDI ARABIAN RIYALS)

## 13.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Ite	m e e e e e e e e e e e e e e e e e e e	Our Approach
WW	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
xx)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
уу)	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
zz)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

#### Discount rates

### Capitalisation rates (yields)

## 13.8 High Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for lands located along Prince Saud Al Faisal Street and have applied adjustment to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high level development costs for similar characteristic in the Kingdom and depreciated the said total cost over a period of 8.5 years (age of the Property).

**Replacement Cost Summary** 

	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	2,462.50	8,400	20,685,000
GFA	17,527.00		
Development Cost		4,250	74,489,750
Total (Plot + Structure)			95,174,750
Source: JLL			

Depreciation

	Years	SAR/sq. m	Total Depreciation
Depreciation (per year) - Straight Line	45	1,655,328	
Accumulated Depreciation	8.5		(14,070,286)
Source: JLL			

**Depreciated Replacement Cost Summary** 

	Summary (SAR)
Plot	20,685,000
Development Cost	74,489,750
Total (Plot + Structure)	95,174,750
Depreciation	(14,070,286)
Depreciated Replacement Cost (rounded)	81,104,464

Source: JLL high level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 14 Banque Saudi Fransi Building, Dammam

## 14.1 Executive Summary





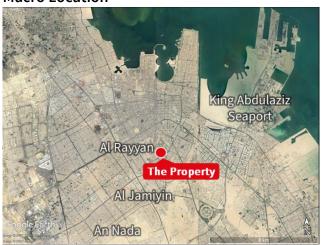
Source: JLL Inspection 2022

Executive Summary	
Inspection Date	19 July 2022
Location	Al Rayyan District, Dammam, KSA
Property Type	Office / Retail
Tenure	Mortgaged (Assumed Freehold)*
Land size (sq. m)	5,191.44
BUA (sq. m)	879
Fair Value Under the Special Assumption (SAR)	26,530,000

Source: JLL / the Client

## 14.2 Property Location

## **Macro Location**





## **Micro Location**



<sup>\*</sup>Special Assumption of good and marketable freehold title held free from any mortgages, charges, encumbrances and third-party interests and transferrable to foreign owners/entities .

Property Positioning		
Property		Banque Saudi Fransi Building
City		Dammam
District		Al Rayyan District
No. of Street Frontage/s		2
	South	Unnamed Street
	East	Al Imam Ali Ibn Abi Talib Street
Key Landmarks		Prince Mohammad Bin Fahd Education Complex (0.2 km to the south), Petromin Express and Alinma Bank (0.5 km to the west), Al Rajhi Bank (0.1 km to the west) and Panda Al Rayyan (0.2 km to the west).
Surrounding Land Uses		The surrounding area is predominantly residential with commercial developments along Al Imam Ali Bin Abi Taleb Street. Al Rajhi Bank is located 100 m to the west of the Property, along Al Imam Ali Bin Abi Taleb Street. A petrol station in addition to Alinma Bank and SNB Alahli Bank are also along the same stretch to the west of the Property. North of the Property there are a number of low-rise developments including residential, educational, and commercial buildings.  We note that in close proximity to the Property there are a number of large commercial land plots located along Al Imam Ali Bin Abi Taleb Street which are yet to be developed.
Course, III		·

Source: JLL

## 14.3 Property Description

Property Description	
Property Type	Office / Retail
Age (years)	15.5
<b>Building Condition</b>	Good
Internal Condition	Good
No. of Floors	G+1
BUA (sq. m)	879
Description	The Property, located in Al Rayyan District, Dammam, comprises a 15.5-year-old office building known as Banque Saudi Fransi constructed upon a rectangular-shaped plot of land extending to 5,191.44 sq. m. The building provides retail space on the ground floor used as a branch for the bank and office space on the first. We understand from the information provided by the Client that the Property has a total Built-Up Area (BUA) of 879 sq. m.  Further to our inspection, we highlight the internal and external conditions of the building as shown below:  Office floor enjoys glass facades.  They benefit from natural light.  Reception is on the ground floor only.  Gypsum boards partition walls between offices.  One corridor as a common area on each floor.  Central air-conditioning system.  Spot lighting.  Fire alarm and sprinkler system.  Security cameras.

Source: JLL / The Client

## 14.4 Legal

## 14.4.1 Tenure, Planning and Zoning

Summary

Description	
Title Deed No.	330114008967
Plot No. / Sub Division No.	Plot No. 108 to 110 subdivision #832
Owner	Saudi Economic and Development Company for Real Estate Funds
Tenure	Mortgaged (assumed Freehold)
Land Area, sq. m	5,191.44
Title Deed Date	09/06/1440 (H) -14/02/2019 (G)
C = I Cl: +	

Source: The Client

For this Report, we have made the Special Assumption that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected.

We have been provided with a building permit and building specification, the details of which are summarized below:

Planning / Building Permit	Details			
Permit Number	426/10313			
Permit Date	24/06/1426 (H) - 30/07/2005 (G)	,		
Permit end date	3 years			
Owner	Hassan Ali Al Jubran (Former lar	Hassan Ali Al Jubran (Former landlord, we understand that the current owner of the Property is Saudi Economic and Development		
Title deed number	330114008967			
Plot no.	108 to 110			
Subdivision no.	832			
Title deed date	09/06/1440 / 14-Feb-2019	09/06/1440 / 14-Feb-2019		
Land Area	5,191.44 sq. m			
BUA	Description	Area, sq. m		
	Ground Floor	426		
	First Floor	453		
	Total BUA	879		

Source: The Client

We have been provided with a building permit dated 30 July 2005 for plot no. 108 to 110 confirming the development to comprise a G+1 office building with a bank branch on the ground floor and office space on the first floor. For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on it for the purpose of this assignment.

## 14.4.2 Occupational Leases

We have presented the salient terms of the lease contract provided to us by the Client in the summary table below. The lease contract comprises a 10-year triple-net lease where the landlord is not liable for any maintenance costs throughout the duration of the agreed term:

Banque Saudi Fransi Buildi	ng, Dammam, KS	SA			
Lessee		Banque Saudi Fransi			
Lessor		Hassan Ali Al Jubran, (Former landlord, we understand that the current owner of the Property is Saudi Economic and Development Company for Real Estate Funds )			
Lease Term	10 Years		' '		
<b>Commencing Date</b>	01/11/2015	)			
Property Area (sq. m)	Land meas	uring 5,191.44 sq. m inc	clusive of any structure l	built on it.	
Lease Type	Triple Net				
Maintenance	The tenant	is fully liable.			
Utilities	The tenant	is fully liable.			
Subletting	Permissible	e if within the term of th	nis contract		
Rent Escalation	33% after \	ear 5			
Annual Rent	Summa	ry Table			
	Year		nnual Rent (SAR)		
	1	01/11/2015	1,500,000		
	2	01/11/2016	1,500,000		
	3	01/11/2017	1,500,000		
	4	01/11/2018	1,500,000		
	5	01/11/2019	1,500,000		
	6	01/11/2020	2,000,000		
	7	01/11/2021	2,000,000		
	8	01/11/2022	2,000,000		
	9	01/11/2023	2,000,000		
	10	01/11/2024	2,000,000		
	TOTAL		17,500,000		
Lease Termination	The Tenant shall have the right to terminate this lease with a 6 month written notice to be sent to the Landlord during the validity of the lease for reasons due to the tenant's activities. The Tenant will pay the rental amount till the end of the lease period, i.e. the annual rent for the year the termination is taking place in.				
Source: The Client				- 1	

As per the lease, the current passing rent as of the Valuation Date is SAR 2,000,000 per annum.

We have also been provided with an addendum to the above head lease dated 05 January 2019. It highlights the new ownership of Saudi Economic and Development Company for Real Estate Funds as the new landlord moving forward noting the previous landlord is Hassan Ali Al Jubran.

## 14.4.3 Operating Costs

As per the lease agreement, the tenant is responsible for all OpEx costs of the Property.

#### 14.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising Discounted Cash Flow (DCF) valuation technique.

The Property was developed in accordance with the tenant's requirements circa 15.5 years ago and once the current lease expires it will be 17 years of age. Given the condition and specification of the Property (standalone commercial buildings designed for financial institutions), we consider it reasonable to assume that the tenant will review and renew the existing lease agreement. It may be challenging for the landlord to find a tenant for such a specific Property, comprising an under-utilised land plot with an insignificant developed part. The tenant is unlikely to surrender a fully operational asset meeting their requirements, which has not yet reached the end of its lifespan. Therefore, The Property was valued using the income approach, assuming that the tenant will renew the contract at the Market Rent for the same period of 10 years.

## **Market Rent**

The Property is currently let at a contracted rent of SAR 2,000,000 per annum, equating to SAR 385 per sq. m of land. We analysed the areas surrounding the Property for comparables (leased developed lands) and considered the below which range between SAR 400 and SAR 500 per sq. m of land and SAR 400 and SAR 1,000 per sq. m of BUA depending on lease structure:

Ref	Land Area, Sq. m	BUA, Sq. m	Annual Rent, SAR	SAR / sq. m of Land	SAR / sq. m of BUA
Comp 1	n/a	910	400,000	n/a	440
Comp 2	n/a	2,288	2,300,000	n/a	1,005
Comp 3	n/a	1,520	1,250,000	n/a	822
Comp 4	1,462	n/a	650,000	445	n/a
Comp 5	500	n/a	250,000	500	n/a

Source: JLL research

We understand that the current lease for the Property reflects the land and the building developed on it therefore undertook a high-level calculation where we have cross checked it against the ground rent for the entire site and the building rent separately. It is our opinion that the current rent of SAR 2,000,000 per annum reflects SAR 155 per sq. m on land and SAR 1,300 per sq. m of BUA for the building, which is in line with the market achievable rents for the respective vacant lands and similar developed properties.

Based on the comparables and the high-level calculations mentioned above, we suggest that the market rent for the Property is SAR 400 per sq. m of land. This Market Rent has been indexed 1.5% annually from year 2 of the cashflow onwards.

#### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease term, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, given the triple net lease in place at the Property, we have applied a Discount Rate of 9.00%; which we consider to be the return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.5% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price). Based on the above analysis, we are of the opinion that the Fair Value of the Property, as of the Valuation Date, is SAR 26,530,000

We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

valuation Summary Table	
	Banque Saudi Fransi Building
Net Operating Income (Year 1)	SAR 2,000,000 per annum
Net Operating Income (Year 6)	SAR 2,139,340 per annum
Discount Rate	9.00%
Exit Yield	7.50%
Fair Value December 2022 Valuation	SAR 26,530,000
Projected First Year's Forward Yield	7.54%

Source: JLL

## 14.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value under the Special Assumption specified above of the freehold interest in the Property as at 31 December 2022 is:

## SAR 26,530,000

## (TWENTY-SIX MILLION, FIVE HUNDRED AND THIRTY THOUSAND SAUDI ARABIAN RIYALS)

## 14.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Item	Our Approach
aaa) The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
bbb) For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
ccc) The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
ddd) The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

## 14.8 High Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and conditions prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Dammam and have applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for commercial development in the Kingdom and depreciated the said total cost over a period of 15.5 years (age of the Property).

**Total Replacement Costs** 

	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	5,191.44	3,100	16,093,464
BUA	879		
Development Cost		3,700	3,252,300
Total (Plot + Structure)			19,345,764

Source: JLL high-level research and indicative analysis

## **Depreciation Considerations**

·	Years	SAR/Year	Total Depreciation
Depreciation (per year) - Straight Line	45	72,273	
Depreciation	15.5		-1,120,237

Source: JLL high-level research and indicative analysis

#### Total DRC Considerations

	Summary (SAR)
Plot	16,093,464
Development Cost	3,252,300
Total (Plot + Structure)	19,345,764
Depreciation	-1,120,237
Depreciated Replacement Cost	18,225,527
and the second s	

Source: JLL high-level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 15 Hyper Panda, Dammam

## 15.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	20 July 2022
Location	Al Rayyan District, Dammam, KSA
Property Type	Retail
Tenure	Mortgaged (assumed Freehold)*
Land size (sq. m)	18,144.80
Built Up Area, BUA (sq. m)	9,800
Gross Leasable Area, GLA (sq. m)	9,800
Fair Value (SAR) under Special Assumption	70,190,000

Source: JLL / the Client

## 15.2 Property Location

## **Macro Location**







Source: JLL / Google Earth

<sup>\*</sup>Special Assumption of good and marketable freehold title held free from any mortgages, charges, encumbrances and third-party interests and transferrable to foreign owners/entities.

Property Positioning		
Property		Hyper Panda
City		Dammam
District		Al Rayyan District
No. of Street Frontage/s		4
	North	Unnamed Street
	South	Al Imam Ali Ibn Abi Talib Street
	East	Unnamed Street
	West	Unnamed Street
Key Landmarks		Prince Mohammad Bin Fahd Education Complex (0.04 km to the south), Petromin Express and Alinma Bank (0.01 km to the west), Al Rajhi Bank (0.01 km to the east), and Imam Abdulrahman Bin Faisal University (approximately 1 km to the northwest), in addition to Al Rajhi Bank and Saudi Fransi Bank (0.01 km to the east).
Surrounding Land Uses		The surrounding area is predominantly residential with commercial developments along Al Imam Ali Bin Abi Taleb Street. North of the Property there is a number of low-rise developments including residential, educational, and commercial buildings.  In close proximity to the Property, there are several large commercial land plots located along Al Imam Ali Bin Abi Taleb Street which are yet to be developed. These plots are zoned for commercial development.
Source: II I		

Source: JLL

#### **Property Description** 15.3

Property Description	
Property Type	Retail
Age (years)	18.5
<b>Building Condition</b>	Good
Internal Condition	Good
BUA (sq. m)	9,800
GLA (sq. m)	9,800
Description	The Property comprises a retail store known as Hyper Panda comprising a commercial building. The retail unit is constructed on a flat, rectangular plot with a total area of 18,144.80 sq. m and provides surface parking for 164 cars, as advised by the Client.  We understand that the total BUA of the Property is 9,800 sq. m. The Property comprises a big-box single-storey retail unit.  It is easily accessible through Al Imam Ali Bin Abi Taleb Street and the nearby Othman Bin Affan Road.

Source: JLL / The Client

#### 15.4 Legal

# 15.4.1 Tenure, Planning and Zoning

Summary

Description	
Title Deed No.	530105021904
Plot No. / Subdivision No.	Plots 119 to 136, subdivision #832
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold - Mortgaged
Title Deed Date	07/02/1440 (H) -16/10/2018 (G)
Area (sq. m)	18,144.80
Source: The Client	

For this Report, we have made the Special Assumption that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected.

We have been provided with a building permit dated 27 February 2012 confirming the development as a commercial property.

Planning / Building Permit	Details
Permit Number	10286
Permit Date	05/04/1433 (H) - 27/02/2012 (G)
Permit end date	3 years
Owner	Abdel Qader Al Mahdi And Sons Co. (Previous Landlord, we understand that the current owner of the Property is Saudi Economic and Development company for Real Estate Funds)
Title deed number	330120000995
Land Area (sq. m)	18,144.80
Source: The Client	

For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on them for the purpose of this assignment.

The Client has confirmed to us that the BUA (and GLA) of the Property is 9,800 sq. m. We have reflected this in our valuation and assumed it to be correct and accurate as of the Valuation Date.

## 15.4.2 Occupational Leases

We have presented the salient terms of the lease contract provided to us by the Client in the summary table below. The lease contract comprises a 8-year triple-net head lease where the landlord is not liable for any maintenance costs throughout the duration of the agreed term.

Hyper Panda Al Rayyan, Damman					
Contract Date	08 December 2022				
andlord (First Party)	Saudi Economic and Development company for Real Estate Funds				
Tenant (Second Party)	Panda Azizia United Company				
ease Term	8 years				
ease Start	01/01/2022				
ease End	31/12/2029				
Property Area (sq. m)	Land measuring	; 18,144.80 sq. m inclus	ive of any structure	built on it.	
Maintenance	The tenant is fully liable.				
<b>Jtilities</b>	The tenant is fully liable.				
Subletting	Permissible if w	ithin the term of this co	ontract		
Rental Payments & Escalations	Summary Ta	able			
	Payment	Date	Rent (SAR)		
	1	11/01/2023	2,614,085		
	2	11/07/2023	2,614,085		
	3	11/01/2024	2,614,085		
	4	11/07/2024	2,614,085		
	5	11/01/2025	2,745,000		
	6	11/07/2025	2,745,000		
	7	11/01/2026	2,745,000		
	8	11/07/2026	2,745,000		
	9	11/01/2027	2,745,000		

Hyper Panda Al Rayyan, Dammam, KSA					
	10	11/07/2027	2,745,000		
	11	11/01/2028	2,745,000		
	12	11/07/2028	2,745,000		
	13	11/01/2029	2,745,000		
	14	11/07/2029	2,745,000		

Source: The Client/ JLL Summary

As per the above lease, the current passing rent as of the Valuation Date is SAR 5,228,170 per annum. The lease includes an escalation of 5% after 2 years as shown above.

## 15.4.3 Operating Costs

As per the terms of the lease agreement detailed above, the Tenant (i.e. Panda) is responsible for all the Property's operating expenditures as well as ongoing maintenance costs. We have not been provided by the Client with the actual operating costs presently incurred by the Tenant for the Property.

## 15.5 Valuation

In arriving at our opinion of the Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

## **Market Rent**

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, furthermore the contract has been renewed at a higher rent. This indicates the sustainability of the contracted rent (SAR 533 per sq. m of GLA per annum) in terms of tenant affordability.

Moreover, based on the information provided by the Client, specifically lease agreements for similar big-box Panda assets, current passing rates range between SAR 500 and SAR 725 per sq. m. Contracted passing rent in Extra is SAR 860 per sq. m per annum. Contracted and passing rents mostly depend on the location of each specific asset and the trading potential of the business. The Property's passing rent of SAR 533 per sq. m is in line with lower end of the range, which reflects the large size of the Property and relatively high coverage ratio of the land plot (54%). It should be noted that the parking provision for the Property (46% of the site area) is slightly below the parking provision for the comparables presented above.

We have also had regard to prevailing rental comparables for similar big-box retail assets throughout the Kingdom, which are typically let on long-term leases. We understand that rental rates for such assets may currently range between SAR 550 and SAR 850 per sq. m, depending on macro and micro-location, direct competition, catchment area and the profile of the neighbourhood. All of the above factors affect such properties' rental rates significantly.

Based on the above, we are of the opinion that the current passing rent at SAR 533 per sq. m is in line with Market Rent for similar units in this location. This Market Rent is subject to an annual market rental growth of 1.5% from year 2 of the cashflow onwards.

## Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to

recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, given the triple net lease in place at the Property, we have applied a Discount Rate of 8.50%, which we consider to be the return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.50% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cashflow to calculate the estimated terminal sale price). Based on the above analysis, we are of the opinion that the Fair Value of the Property, as of the Valuation Date, is SAR 70,190,000.

We have summarised our inputs and valuation of the Property in the table below:

Valuation Summary Table

	Hyper Panda Al Rayyan
Net Operating Income (Year 1)	SAR 5,228,170per annum
Net Operating Income (Year 6)	SAR 5,490,000 per annum
Discount Rate	8.50%
Exit Yield	7.50%
Fair Value December 2022 Valuation	SAR 70,190,000
Projected First Year's Forward Yield	7.45%%
Source: JLL	

#### 15.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property under the Special Assumption mentioned in the Report, as of 31 December 2022 is:

#### SAR 70,190,000

## (SEVENTY MILLION, ONE HUNDRED AND NINETY THOUSAND SAUDI ARABIAN RIYALS)

## 15.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Item	Our Approach
eee)The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
fff) For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
ggg) The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
hhh) The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most

appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates;
- Exit capitalisation rates.

## 15.8 High-Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Dammam and have applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for retail development in the Kingdom and depreciated the said total cost over a period of 18.5 years (age of the Property).

**Total Replacement Costs** 

	Area (sq. m)	SAR/sq. m	Total (SAR)
Plot	18,144.80	2,800	50,805,440
BUA	9,800		
Development Cost		3,000	29,400,000
Total (Plot + Structure)			80,205,440

Source: JLL

## **Depreciation Considerations**

	Years	SAR/Year	Total Depreciation (SAR)
Depreciation (per year) - Straight Line	35	840,000	
Depreciation	18.5		(15,540,000)

Source: JLL

## **Total DRC Considerations**

	Summary (SAR)
Plot	50,805,440
Development Cost	29,400,000
Total (Plot + Structure)	80,205,440
Depreciation	(15,540,000)
Depreciated Replacement Cost	64,665,440

Source: JLL high-level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

#### Al Hokair Time Centre, Dammam 16

#### **Executive Summary** 16.1





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	19 July 2022
Location	Ash Shati Ash Sharqi District, Dammam, KSA
Property Type	Retail / Entertainment
Tenure	Mortgaged (Assumed Freehold)*
Land size (sq. m)	5,156
BUA (sq. m)	3,326**
GLA (sq. m)	3,326**
Fair Value Under the Special Assumption (SAR)	33,980,000

Source: JLL / the Client

#### **Property Location** 16.2

## **Macro Location**



Source: JLL / Google Earth

## **Micro Location**



<sup>\*</sup>Special Assumption of good and marketable freehold titles held free from any mortgages, charges, encumbrances and third-party interests and

transferrable to foreign owners/entities.

\*\*The Building Permit states that the total BUA is 5,607 sq. m however we have been advised by the Client that the actual total BUA is 3,326 sq. m as there is no basement floor developed within the Property

Droporty Positioning		
Property Positioning		
Property		Al Hokair Time Center, Dammam
City		Dammam
District		Ash Shati Ash Sharqi District
No. of Street Frontage/s		3
	North	Foudalah Ibn Oubaid Street
	South	Al Ashriah Street
	East	Unnamed Street
Key Landmarks		Al Shatea Mall (0.7 km to the west), Sheraton Dammam Hotel and Convention Centre (0.8 km to the west), Tadawi General Hospital (0.8 km to the west) Al Hussan Modern School for Girls (0.9 km to the south) and Lulu Hypermarket (1 km to the north).
Surrounding Land Uses		The surrounding area is predominantly residential with commercial developments along Al Ashriah street. Al Shatea Mall is located 700 m to the west of the Property, along Prince Mohammed Bin Fahd Road. STC Store in addition to Mobily Store and SNB Alahli Banisre are located along the Gulf Road to the north of the Property. North of the Property there are several low-rise developments including residential apartments, educational projects, and a mosque.  We note that in close proximity to the Property there are a number of large commercial land plots located along Al Ashriah Street and Gulf Road. These plots are vacant and are yet to be developed.

Source: JLL

## 16.3 Property Description

Retail / Entertainment
5.5
Good
Good
G+1
3,326*
The Property, located in Ash Shati Ash Sharqi District, Dammam, comprises a 5.5-year-old retail/entertainment building known as Al Hokair Time Center. The building is constructed upon a rectangular-shaped plot of land extending to 5,156 sq. m.  The building provides retail and an entertainment area on the ground floor and an entertainment area on the first floor.  We understand from the information provided by the Client that the Property has a total Built-Up Area (BUA) of 3,326 sq. m. The Property was developed by Al Hokair and is operated by brands owned by Al Hokair. There are parking spaces at the Property located in front of the south entrance as well as the east entrance.

Source: JLL / The Client

<sup>\*</sup>The Building Permit states that the total BUA is 5,607 sq. m however we have been advised by the Client that the actual total BUA is 3,326 sq. m as there is no basement floor developed within the Property.

## 16.4 Legal

## 16.4.1 Tenure, Planning and Zoning

Summary

Description	
Title Deed No.	330107029073
Plot No. / Sub Division No.	Plot No. 3&4 subdivision 337/1
Owner	Saudi Economic and Development Company for Real-Estate Funds
Tenure	Mortgaged (assumed Freehold)
Land Area, sq. m	5,156
Title Deed Date	07-02-1440 (H) / 16-Oct-2018 (G)
Source: The Client	

For this Report, we have made the Special Assumption that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected.

We have been provided with a building permit and building specification, the details of which are summarized below.

Planning / Building Permit	Details
Permit Number	34371000337
Permit Date	14-03-1437 (H) / 25-Dec-2015
Permit end date	3 years
Owner	Hassan Ali Al Jubran*
Title deed number	330108012144
Plot no.	3&4
Subdivision no.	337/1
Title deed date	12-05-1435 / 13-Mar-2014
Land Area	5,156 sq. m
BUA	Description Area, sq.
	Basement Floor 2,2
	Ground Floor 2,7
	First Floor 5
	Total BUA 5,6

Source: The Client

We have been provided with a building permit dated 25 December 2015 for plot no. 3&4 confirming the development to comprise a B+G+1 retail building.

The Building Permit states that the total BUA is 5,607 sq. m however we have been advised by the Client that the actual total BUA is 3,326 sq. m as there is no basement floor developed within the Property. For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on it for the purpose of this assignment.

## 16.4.2 Occupational Leases

We have presented the salient terms of the lease contract provided to us by the Client in the summary table below. The lease contract effectively comprises a 20-year triple-net head lease where the landlord is not liable for any maintenance costs throughout the duration of the agreed term:

<sup>\*</sup>We understand that the plot was previously owned by Hassan Ali Al Jubran and leased to Abdul Mohsen Al-Hokair Group, which built a retail centre on the subject site. Later the project in its entirety was acquired by the Client.

Al Hokair Time Centre				
Lessee	Abdul Mohsen Al-Hokair Group			
Lessor	Hassan Ali Al Jubran – Ownership transferred to Saudi Economic and Development			
		for Real-Estate Fund	s in August, 2018	
Lease Term	20 years			
Commencing Date	01 March			
Property Area (sq. m)	Land mea	suring 5,156 sq m		
Lease Type	Triple Net			
Maintenance	The tenan	it is fully liable.		
Utilities	The tenan	it is fully liable.		
Subletting	Permissib	le if within the term of	of this contract	
Rent Escalation	SAR 300,0	00 (per annum) in Ye	ar 10	
Annual Rent	Summa	ary Table		
	Year	Date	Annual Rent (SAR)	
	1	01/03/2017	2,200,000	
	2	01/03/2018	2,200,000	
	3	01/03/2019	2,200,000	
	4	01/03/2020	2,200,000	
	5	01/03/2021	2,200,000	
	6	01/03/2022	2,200,000	
	7	01/03/2023	2,200,000	
	8	01/03/2024	2,200,000	
	9	01/03/2025	2,200,000	
	10	01/03/2026	2,200,000	
	11	01/03/2027	2,500,000	
	12	01/03/2028	2,500,000	
	13	01/03/2029	2,500,000	
	14	01/03/2030	2,500,000	
	15	01/03/2031	2,500,000	
	16	01/03/2032	2,500,000	
	17	01/03/2033	2,500,000	
	18	01/03/2034	2,500,000	
	19	01/03/2035	2,500,000	
Source: The Client	20	01/03/2036	2,500,000	

Source: The Client

As per the above lease, the current passing rent as of the Valuation Date is SAR 2,200,000 per annum.

We have also been provided with an addendum to the above head lease dated 09 August 2018. It highlights the new ownership of Saudi Economic and Development Company for Real-Estate Funds and as the new landlord moving forward noting the previous landlord was Hassan Ali Al Jubran.

## 16.4.3 Operating Costs

As per the lease agreement, the tenant is responsible for all Operational Expenses related to the Property.

## 16.5 Valuation

In arriving at our opinion of the Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising the Discounted Cash Flow (DCF) valuation technique.

The Property was developed by the tenant circa 5.5 years ago. At the expiry of the existing lease, the Property will be 20 years old. Considering the fact that the tenant has invested in the development of the asset, it is unlikely that the tenant will surrender the investments into the building and surrender a fully operational asset,

which will be a 20-year-old asset at the end of the lease expiry. Therefore, we consider it reasonable to assume that the tenant will renew the existing lease agreement in 2037.

It is also reasonable to assume that the landlord would consider renewing the lease upon its expiry. The asset is being operated by a leading retail operator and is occupied by brands which belong to the tenant/operator. In case the lease is not renewed, this may lead to a potentially high vacancy level in the Property and a transfer of property management and facility management functions back to the landlord.

Therefore, we have assumed that the ground rent agreement will be renewed for a period of 20 years. Upon expiry of the renewed lease agreement, the building will be 40 years old. Considering that the building will be fully depreciated by the time the renewed lease expires, we understand that the market participants would consider the land value to be the terminal value.

## **Market Rent**

The Property currently benefits from a contracted rent of SAR 2,200,000 per annum, equating to SAR 427 per sq. m of land, which will be escalate to SAR 2,500,000 per annum in the year 2027, equating to SAR 485 per sq. m of land.

It should be noted that the above rent represents the ground rent only - the current tenant leased the land and then built the retail centre on it. Following our research, we understand that the land values for land plots, that are similar in size to the Property, are in the order of SAR 3,700 per sq. m. This would result in a c. 12% return, which in our opinion is high. Therefore, we consider the above-ground rent to be significantly over-stated. On the other hand, the Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the rent or signed lease. This indicates the sustainability of the contracted rent in terms of tenant affordability.

Upon expiry of the existing lease agreement, the building and the land will revert to the landlord. As stated above, we have assumed that the lease agreement will be renewed, however, at this time the landlord will lease both the plot and the building to the tenant. We consider the rent of SAR 427 - SAR 485 per sq m of land per annum (SAR or SAR 660 – 750 per sq. m of BUA) to be reasonable for the building and the land plot together.

We have not been provided with any information regarding the shop leases within the Property. We understand that the majority of the space is tenanted by Al Hokair brands, whereas part of the space is leased to Al Shaya brands, which should support the ability of the master tenant to pay the rent.

We have also had regard to large retail spaces within malls in addition to plazas which were master let for an extended term (10 years +) throughout the Kingdom. As per our analysis, the average rent for such large retail spaces is about SAR 435 per sq. m per annum. We are also aware of a much larger retail asset, which is currently leased on the basis of a long-term master lease agreement at a rate in the order of SAR 400 - 450 per sq. m.

Having regard to the above, we are of the opinion that the passing rent in the Property is above the level that could be paid for the ground lease only, but fairly reflects the Market Rent, that could be paid for an operational asset. Therefore, we have assumed a rate of SAR 450 per sq. m of land (SAR 697 per sq. m of BUA) as Market Rent on the expiry of the existing lease. This Market Rent is subject to an annual market rental growth of 1.5% from year 2 of the cashflow onwards.

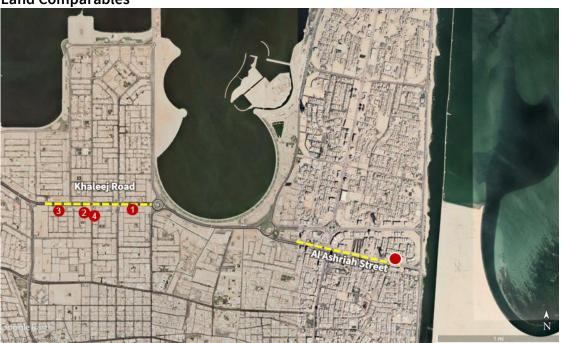
#### Property: SEDCO Capital REIT Assets

## Fair Value

In our valuation, we have firstly analysed the contracted rent. The current passing rent is SAR 2,200,000 per annum, which breaks back to SAR 426 per sq. m of land (based on a land area of 5,156 sq. m as per the lease contract). The lease expiry date is 28 February 2037. We have then assumed that the lease agreement will be renewed at a rate of SAR 450 per sq. m of land subject to 1.5% annual growth (SAR 697 per sq. m of BUA) for a period of 20 years.

We have assumed that the terminal value will be equal to the land value. Below we have presented a set of comparable lands plots, which have been analysed for the purposes of this valuation:





Source: JLL Research

Source: JLL Research

Table of Comparables

	0.00					
#	Land Use	Area, sq. m	FAR	Price (SAR/sq. m)	Type	Date
1	Commercial	2,250	5	5,500	Asking	Current Asking
2	Commercial	2,141	5	3,074	Transaction	Feb - 2021
3	Commercial	1,800	5	4,444	Transaction	Aug – 2015
4	Commercial	1,750	5	3,086	Transaction	Feb – 2021

In assessing our opinion of the value of the underlying land plot we have had regard to the above comparables. We have applied discounts to the comparables to reflect the effect of negotiation between the sellers and potential buyers. Furthermore, we have made other necessary adjustments to reflect differences in microlocation, quantum, accessibility, date of transaction and negotiations between the comparables and the Property. Based on this we are of the opinion that the Fair Value of the underlying land of the Property is SAR 3,700 per sq. m equating to SAR 19,080,000. (rounded).

To derive our opinion of Fair Value of the Property, we have valued the income of the Property with a reversion to land value upon lease expiration.

The cash flows have been discounted at 7.25%. The following has been considered in the course of the assessment of the discount rate:

- Passing rent effectively represents a ground rent. The rent is considered to be above the market level, but
  we understand that the tenant's performance is strong and the tenant is unlikely to surrender the asset,
  especially considering CapEx invested.
- We have not assumed any Market Rent growth during the term of the new lease (there is 1.5% per annum growth until 2037).
- Terminal value (land value) was not inflated throughout the forecasting period.

Valuation Summary Table

valuation summary rable	
	Al Hokair Time Center
Current Term Rent	Years 2017 – 2027: SAR 2,200,000 per annum
	Years 2027 – 2037: SAR 2,500,000 per annum
Renewed Term Rent	Year 2037 – 2057: SAR 2,900,788 per annum
	subject to 13.6% increase after Year 10 in line with the existing
	lease structure r
Terminal Value (Land Value)	SAR 19,080,000
Discount Rate	7.25%
Fair Value December 2022 Valuation	33,980,000

Source: JLL

## 16.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value under the Special Assumption specified above of the freehold interest in the Property as at 31 December 2022 is:

## SAR 33,980,000

## (THIRTY-THREE MILLION, NINE HUNDRED AND EIGHTY THOUSAND SAUDI ARABIAN RIYALS)

## 16.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Iter	n	Our Approach
iii)	The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
jjj)	For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
kkk	The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
lll)	The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

## 16.8 High-Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and conditions prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Dammam and have applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for commercial development in the Kingdom and depreciated the said total cost over a period of 5.5 years (age of the Property).

**Total Replacement Costs** 

·	Area (sq. m)	SAR/sq. m	Summary (SAR)
Plot	5,156	3,700	19,077,200
BUA	3,326		
Development Cost		3,500	11,641,000
Total (Plot + Structure)			30,718,200

Source: JLL / The Client

#### **Depreciation Considerations**

	Years	SAR/Year	Total Depreciation
Depreciation (per year) - Straight Line	35	332,600	
Depreciation	5.5		-1,829,300
Source: JLL / The Client			

#### Total DRC Considerations

	Summary (SAR)
Plot	19,077,200
Development Cost	11,641,000
Total (Plot + Structure)	30,718,200
Depreciation	-1,829,300
Depreciated Replacement Cost	28,888,900
Source: JLL high-level research and indicative analysis	

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 17 Ajdan Walk, Dammam

## 17.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	19 July 2022
Location	Corniche Area, Al Khobar, KSA
Property Type	Retail Plaza
Tenure	Mortgaged (assumed Freehold)*
Land Size (sq. m)	16,965.77
Built-Up Area (sq. m)	32,212.08
Fair Value (SAR) under the Special Assumption	345,690,000

Source: Client/JLL

## 17.2 Property Location

#### **Macro Location**





## **Micro Location**



<sup>\*</sup>Special Assumption of good and marketable freehold title held free from any mortgages, charges, encumbrances and third-party interests and transferrable to foreign owners/entities.

Property Positioning		
Property		Ajdan Walk, Al Khobar
City		Al Khobar
District		Corniche
No. of Street Frontage/s		Four (4), with Prince Turkey Road on the west considered a major commercial street in the northern part of Al Khobar city and represents a main connection route to the surrounding districts (i.e. Corniche and Yarmouk districts amongst others).
	North	Unnamed internal street
	South	Unnamed internal street
	East	Unnamed internal street
	West	Prince Turkey Road
Key Landmarks		The Property is located along a prime commercial road in Al Khobar and is situated in close proximity to Al Khobar Corniche Park (0.5km to the north), Dughaither Leisure Island (1.2km to the south), Rhamaniya Centre (0.6 km to the southeast), and Al Khobar Police Department (0.6 km to the southeast).
Surrounding Land Uses		The area in which the Property is located is predominantly of commercial use, characterized by building heights of up to four floors (i.e. G+3), while developments directly along the sea benefit from a higher number of floors (i.e. G+7). As mentioned above, the Property is located in the Corniche area to the northern part of Al Khobar city, which is in turn concentrated with retail space and F&B outlets. The Property is also deemed in proximity to the southern part of Al Khobar city, which is also predominantly of commercial use, comprising retail stores, hotels, healthcare facilities and F&B outlets.  The Property is bordered by vacant land plots (for commercial use) to the south, Al Khobar Corniche Park to the north, Ajdan Walk Cinema and Fairmont Ajdan Hotel to the east, and Prince Turkey Road to the west.

Source: JLL

## 17.3 Property Description

Property Description			
Property Type	Retail Plaza		
Age (years)	Three (3)		
<b>Building Condition</b>	Good (new)		
Internal Condition	Good (new)		
No. of Floors	G+1 for the retail outlets and	d G+3 for the office building	
BUA (sq. m)	32,212.08		
Parking Bays	Circa 330 cars		
Description	The Property consists of retail and office units distributed across 11 buildings, with the general retail tenant profile comprising higher end/speciality local, regional and international brands (i.e. Babel, The Cheesecake Factory and PF. Chang's, among others). We understand from the information provided by the Client that "Building 8" is entirely sub-leased as office space for a period of 15 years, signed in November 2018. Moreover, the Property falls within a mixed-use masterplan developed by Ajdan Real Estate Development Company comprising Ajdan Walk Cinema which features three F&B facilities and a cinema accommodating up to 911 seats; Ajdan Rise which consists of 192 residential apartments distributed over a 40-floor high-rise building; and Fairmont Ajdan Hotel including a total of 174 guestrooms and serviced residences.		
		oreakdown of the Property's (	GFA and GLA.
	Breakdown of Gross Floor Area (GFA)		
	Floor	Area, sq. m 9	% of total area
	Ground Floor	7,881	47.5%
	First Floor	7,582	45.6%
	Second Floor	573	3.5%

Property Description			
Troperty Description	Third Floor	573	3.5%
	Total	16,609	100%
	Source: The Client/Building Permit		20070
	Breakdown of Gross Lea	sable Area (GLA)	
	Building	Area, sq. m	
	Building 1	1,343	
	Building 2	2,176	
	Building 3	1,932	
	Building 4	1,602	
	Building 5	937	
	Building 6	2,107	
	Building 7	1,463	
	Building 8	1,755	
	Building 9	456	
	Building 10	269	
	Building 11	195	
	Total GLA	14,235	
	Source: The Client		
	As per the documents received	d from the Client, we understar	nd that the Property is
	subject to a "Master Lease Agr		
	Company for Real Estate Fund	s as the owner and Al Oula Rea	al Estate Development
	Holding Company as the lesse	e and operator. The agreemen	t extends for a period of
	10 years, starting in January 20 aforementioned lease agreem	019 and ending in December 20 ent are further shown in subse	
Source: The Client			

## 17.4 Legal

## 17.4.1 Tenure, Planning and Zoning

Title Deed Summary

Description	
Title Deed No.	930203009265
Plot No. / Subdivision No.	Plot No. 12/4, Block No. 356/2
Owner	Saudi Economic and Development Company for Real Estate Funds
Tenure	Freehold - Mortgaged
Land Area (sq. m)	16,965.77
Title Deed Date	09/06/1440(H) - 14/02/2019 (G)
0 =1 01: :	

Source: The Client

For this Report, we have made the Special Assumption that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected.

We have been provided with a building permit and building specifications, the details of which are summarized below. We understand that the ownership of the Property has been transferred from Ajdan Real Estate Development Company to the Client as indicated in the title deed summary above.

**Building Permit Summary** 

Bantaning i cirinic banininar y	
Planning / Building Permit	Details
Permit Number:	24301/834
Permit Date:	30/03/1438 (H) - 29/12/2016 (G)
Permit End Date:	30/03/1441 (H) - 27/11/2019 (G)
Owner:	Ajdan Real Estate Development Company
Title Deed Number:	330208005623
Plot Number	12/4

Planning / Building Permit	Details
Title Deed Date	14/09/1436 (H) - 01/07/2015 (G)
Plot Area (sq. m)	16,965.77
Built-up Area (BUA), sq. m	32,212.08

Source: The Client, Building Permit

**Building Specifications** 

Component	Floor	Number of Units	Area (sq. m)
Parking	Basement	0	15,602.9
Offices	Ground Floor	3	573.15
	First Floor	3	573.15
	Second Floor	3	573.15
	Third Floor	3	573.15
Retail/Entertainment	Ground Floor	46	7,308.19
	First Floor	0	7,008.39
Built-up area (BUA)			32,212.08

Source: The Client, Building Permit

For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements. We have assumed that all information provided to us by the Client is accurate and we have relied on it for the purpose of this assignment.

## 17.4.2 Terms of the Master Lease Agreement

As mentioned above, the Property is subject to a 10-year Master Lease Agreement from 01 January 2019 to 31 December 2028. Prior to the Client's acquisition of the Property, the agreement was initially signed on 01 November 2018, involving Ajdan Real Estate Development Company as the owner and Al Oula Real Estate Development Holding Company as the lessee and operator. As per the Addendum to the Lease Agreement, issued on 31 December 2018, SEDCO Capital endorsed the terms of the agreement following its acquisition of the Property on 30 December 2018. We have presented the salient terms of the lease below:

rms of the Master Lease Agreement
01/11/2018 G (corresponding to 23/02/1440 H)
Saudi Economic and Development Company for Real Estate Funds
Al Oula Real Estate Development Holding Company
Ten (10) Gregorian years.
01/01/2019 (corresponding to 25/04/1440 H)
Triple Net
The Agreement involves the entire building consisting of a basement, retail outlets and office units located in the Corniche area of Dammam, Kingdom of Saudi Arabia.
A yearly amount of SAR 25,000,000 for the initial 5-year term of the Lease. A yearly amount of SAR 26,250,000 for the second 5-year term of the Lease.
Semi-annual, payable within fifteen (15) days from the start of each period.
The Lessee to extend the Lessor with ten (10) post-dated cheques covering the second year in the rent period up until the sixth year (mandatory period).
Not stated.
The Lessee is required to obtain insurance against all operational risks that might affect the Property and third parties, with a licensed insurance company in Saudi Arabia, covering the entire lease period.  The Lessee shall be the only beneficiary under the insurance policy provided that it repairs any damage that may occur to the Property with a maximum liability equal to the insurance amount retrieved.  The Lessor shall obtain an insurance policy associated with natural events and force majeure. The Lessor shall cover the cost associated with such policy.

Ajdan Walk, Dammam, KSA – Terms of the Master Lease Agreement			
Termination:	The Lessor may terminate the Lease if the Lessee is in breach of its obligations under		
	the Lease and fails to remedy such breach within fifteen (15) days of notice from the		
	Lessor.		
	Following such termination, the Lessor may claim the rent due for the remainder of		
	the lease period		

Source: The Client

## 17.4.3 Operating Costs

As per the terms of the lease agreement detailed above, the lessee (i.e. Al Oula Real Estate Development Holding Company) is responsible for all the Property's operating expenditures as well as ongoing maintenance and insurance costs. We have not been provided by the Client with the actual operating costs presently incurred by the lessee for the Property.

However, as per the Second Addendum to the Lease Agreement, the Client (i.e. the Lessor) shall obtain an insurance policy associated with natural events and force majeure and in turn cover the cost associated with such policy. It should be noted that we have not been provided with the cost in this regard and thus relied on our internal benchmarks to estimate the cost for similar insurance policies.

### 17.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF) valuation technique.

### 17.5.1 Contracted Rent

The Property is subject to a 10-year Master Lease Agreement, signed on 01 November 2018, extending from January 2019 to December 2028. The aforementioned agreement stipulates a yearly rental payment of SAR 25,000,000 for the first 5-year term (equivalent to circa SAR 775 per sq. m of BUA and SAR 1,750 per sq. m of GLA) and SAR 26,250,000 for the second 5-year term of the lease (equivalent to SAR 815 per sq. m of BUA and SAR 1,845 per sq. m of GLA). The table below further shows the rental schedule agreed upon in the lease agreement provided by the Client.

Contracted Rent Payment Schedule

Period	Amount, SAR
1/1/2019	25,000,000
1/1/2020	12,500,000
1/7/2020	12,500,000
1/1/2021	12,500,000
1/7/2021	12,500,000
1/1/2022	12,500,000
1/7/2022	12,500,000
1/1/2023	12,500,000
1/7/2023	12,500,000
1/1/2024	13,125,000
1/7/2024	13,125,000
1/1/2025	13,125,000
1/7/2025	13,125,000
1/1/2026	13,125,000
1/7/2026	13,125,000
1/1/2027	13,125,000
1/7/2027	13,125,000
1/1/2028	13,125,000

### Property: SEDCO Capital REIT Assets

Period	Amount, SAR
1/7/2028	13,125,000
Total	256,250,000
Source: Client	

### 17.5.2 Commentary on Market Rent

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the rent or signed lease. This indicates the sustainability of the contracted rent (circa SAR 775 per sq. m of BUA per annum) in terms of tenant affordability.

In general, benchmarks pertaining to master leases for similar properties are very limited. However, based on our understanding of the rates applicable for larger retail areas (i.e., box retail, anchor tenants or plaza's amongst others), these range between SAR 550 to SAR 850 per sq. m of BUA, with the rate varying depending on the macro and micro-location (profile of the neighbourhood), competition, and catchment area.

Accordingly, we are of the opinion that the current passing rent is achievable and in line with market levels, bearing in mind the unique location, offering and positioning as well as the limited comparable destinations in general. We have accounted for a yearly growth of 1.5% on the Market Rent, reflected upon contract expiration in December 2028.

## 17.5.3 Operating Expenditures

As per the terms of the lease agreement detailed above, all expenses pertaining to the operations of the Property are borne by the Lessee (i.e. Al Oula Real Estate Development Holding Company), including ongoing maintenance and repair expenses as well as insurance costs.

We have accounted for a yearly budget equivalent to 0.25% of income to capture the cost of insurance borne by the lessor. The following table summarizes the yearly budget captured in the 5-year forecast period subject of our Valuation.

Summary of Projected Insurance Cost Borne by Lessor

0 0	
Period	Amount, SAR
Year 1	62,500
Year 2	65,625
Year 3	65,625
Year 4	65,625
Year 5	65,625

Source: JLL Analysis

### 17.5.4 Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, we have applied a Discount Rate of 8.25%, which we consider to be the required return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.25% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 345,690,000.

We note that when forming our opinion on the exit yield, we have considered the following factors:

- The Property is subject to a long-term (10-year) master lease agreement with a single tenant, extending from 01 January 2019 to 31 December 2028, with around six years remaining until the expiration of the contract.
- The location of the Property within a mixed-use masterplan comprising retail units, residential apartments and a hotel, thus offering a unique destination with very limited, if any, comparable developments particularly in Dammam and Al Khobar. Also, the Property is situated in a prime location along the Corniche area in Al Khobar and benefits from a high footfall.
- Triple-net nature of the lease and considering that all operating expenses, including maintenance and insurance, are borne by the lessee. As per the Second Addendum to the Lease Agreement, the lessor shall only obtain an insurance policy associated with natural events and force majeure and in turn cover the cost associated with such policy (i.e., minimum and insignificant budget).

**Valuation Summary** 

Description	Ajdan Walk
Net Operating Income Year 1, SAR	24,937,500
Net Operating Income Year 6, SAR	26,184,375
Exit Yield	7.25%
Discount Rate	8.25%
Fair Value of the Property under the Special Assumption (Rounded), December 2022, SAR	345,690,000
Projected First Year's Forward Yield	7.21%
Source III Analysis	

#### Source: JLL Analysis

### 17.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property, under the Special Assumption mentioned above, as of 31 December 2022 is:

### SAR 345,690,000

### (THREE HUNDRED FORTY-FIVE MILLION, SIX HUNDRED AND NINETY THOUSAND SAUDI ARABIAN RIYALS)

### 17.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Item	Our Approach
mmm) The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
nnn) For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
ooo) The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
ppp) The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the	We have adopted the Income Approach to measure the Fair Value of the Property.

Item Our Approach

assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields)

## 17.8 High-Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have considered land plots listed for sale in the nearby vicinity of the Property, benefiting from similar planning and zoning regulations, and applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for similar retail plazas in the Kingdom and depreciated the said total cost over a period of 3 years (age of the Property).

### Replacement Cost Summary

	Area, sq. m	SAR/sq. m*	Summary, SAR
Plot	16,965.77	5,600	95,008,312
Basement	15,603	3,000	46,809,000
Superstructure	16,609	5,000	83,045,000
Total (Plot + Structure)			224,862,312

<sup>\*</sup>Inclusive of contingencies, financing fees and soft construction costs for the basement and superstructure

### Depreciation

	Years	SAR/Year	<b>Total Depreciation</b>
Depreciation (per year) - Straight Line	35	3,710,114	
Accumulated Depreciation	3		(11,130,342)

### **Depreciated Replacement Cost Summary**

	Summary, SAR
Plot	95,008,312
Development Cost	129,854,000
Total (Plot + Structure)	224,862,312
Depreciation	(11,130,342)
Depreciated Replacement Cost (Rounded)	213,731,970
Source: JLL	

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

## 18 Hyper Panda (Branch & Parking), Dammam

## 18.1 Executive Summary





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	20 July 2022
Location	Al Noor District, Dammam, KSA
Property Type	Retail
Tenure	Freehold
Land size (sq. m)	13,806.17*
Built Up Area, BUA (sq. m)	5,348
Gross Leasable Area, GLA (sq. m)	5,348
Fair Value (SAR) under Special Assumption	69,000,000

Source: JLL / the Client

## 18.2 Property Location

### **Macro Location**



### **Micro Location**



Source: JLL / Google Earth

<sup>\*</sup> The Client has instructed us to value the Property (as a whole) under the Special Assumption that all the plots form a single Property held freehold under a single title deed.

Property Positioning		
Property		Hyper Panda (Branch & Parking), Al Noor, Dammam
City		Dammam
District		Al Noor District
No. of Street Frontage/s		3
	North	Ahmad bin Majed Street
	South	King Saud Street
	East	Internal Street
	West	Built plot (Qasr Al Awani showroom)
Key Landmarks		Tamimi Markets (approx. 0.5 km to the west), Qasr Al Awani showroom (approx. 0.1 km to the west) and Center Point (approx. 0.1 km to the east).
Surrounding Land Uses		The surrounding area is predominantly residential with commercial developments along King Saud Street.  Tamimi Markets is a retail development located 400 m to the west of the Property, along King Saud Street. Centro Plaza is also located adjacent to the Property on the eastern boundary and it includes Centre Point and a mix of F&B units.  The majority of the residential plots to the south of the district are developed as G+3 and G+4 of serviced and non-serviced apartments. The eastern part of the district is developed as industrial developments such as Al Noor industrial centre and car workshops.  In close proximity to the Property, there are a number of large commercial land plots located along King Saud Street which are yet to be developed. These plots are zoned for commercial development.

Source: JLL

## 18.3 Property Description

Property Description	
Property Type	Retail
Age (years)	7.5
<b>Building Condition</b>	Good
Internal Condition	Good
No. of Floors	Ground floor
BUA (sq. m)	5,348
Description	The Property comprises a single-storey retail development known as Panda Hypermarket. According to the Client, the building is 7.5 years old. From the documents provided to us by the Client, we understand that the total BUA of the Property is 5,348 sq. m with the building having a rectangular-shaped layout. The retail unit is constructed on a land plot with a total area of 13,806.17 sq. m according to the title deeds provided by the Client, of which 3,378.22 sq. m are designated for car parking.  The Property has frontage onto three streets, an internal street to the east, King Saud Road to the south and Ahmad Bin Majed Street to the north.

Source: JLL / The Client

## 18.4 Legal

## 18.4.1 Tenure, Planning and Zoning

Summary

Sammary	
Description	Hyper Panda
Title Deed No.	730109021036
Plot No. / Subdivision No.	191/B Subdivision No.742
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold
Title Deed Date	23/06/1443 (H) / 26/01/2022 (G)
Size (sq. m)	10,427.95
Source: The Client	

Description	Hyper Panda Parking
Title Deed No.	393759000191
Plot No. / Subdivision No.	197/B Subdivision No.742
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold
Title Deed Date	16/09/1443 (H) / 17/04/2022 (G)
Size (sq. m):	3,378.22
Source: The Client	

The documents provided by the Client show that the Property falls under two separate title deeds. For this Report, we have assumed that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

The Client has instructed us to value the Property (as a whole) under the Special Assumption that all the defined plots form a single Property held freehold under a single title deed.

### Planning / Building Permit

. (4	
Description	Details
Permit Number	1/1434/001210
Permit Date	12/05/1434 (H) / 24/03/2013 (G)
Permit end date	3 Years
Owner	Ali bin Fahad bin Abdullah Al Mumen (Previous owner, we understand that the current owner is Saudi Economic and Development company for Real Estate Funds)
Title deed number	330120000995
Plot no.	191
Subdivision no.	1/742
Title deed date	21/10/1433 (H) / 08/09/2012 (G)
Land Area	10,427.95 sq. m

Source: The Client

We have been provided with a building permit dated 24 March 2013 confirming the development is to comprise a commercial structure of a single ground floor. The aforementioned was in reference to the land plot under title deed No. 730109021036 only. We understand that the second land plot is used as surface parking. For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on it for the purpose of this assignment.

## 18.4.2 Occupational Leases

We have presented the salient terms of the lease contract provided to us by the Client in the summary table below. The lease contract effectively comprises a 20-year triple-net headlease where the landlord is not liable for any maintenance costs throughout the duration of the agreed term.

Hyper Panda Al Noor, Damm	am, KSA
Contract Date	20 December 2011
Landlord (First Party)	Fahad Al Mou'men and Ali Abdelmohsen Al Hawaj (Previous owner, we understand that the current owner is Saudi Economic and Development company for Real Estate Funds)
Tenant (Second Party)	Panda Azizia Company
Lease Term (Years)	20 years
BUA / GLA (sq. m)	5,400 (We have been informed by the Client that the actual BUA / GLA is 5,348 sq. m)
Land Area (sq. m)	10,427.95
Parking	250 lots

Hyper Panda Al Noor, Damma	am, KSA			
Turnover Rent	Annual	rent or 2.5% of revenu	es if the latter is higher.*	
Indexation Rate	Rent is i	Rent is reviewed every 5 years at 5% of passing rent		
Utilities	Tenant'	Tenant's liability		
Subletting	Permiss	Permissible if approved by First Party		
Annual Rent	Sumn	nary Table		
	Year	Date	Annual Rent (SAR)	
	1	20/12/2011	3,510,000	
	2	20/12/2012	3,510,000	
	3	20/12/2013	3,510,000	
	4	20/12/2014	3,510,000	
	5	20/12/2015	3,510,000	
	6	20/12/2016	3,685,500	
	7	20/12/2017	3,685,500	
	8	20/12/2018	3,685,500	
	9	20/12/2019	3,685,500	
	10	20/12/2020	3,685,500	
	11	20/12/2021	3,869,775	
	12	20/12/2022	3,869,775	
	13	20/12/2023	3,869,775	
	14	20/12/2024	3,869,775	
	15	20/12/2025	3,869,775	
	16	20/12/2026	4,063,264	
	17	20/12/2027	4,063,264	
	18	20/12/2028	4,063,264	
	19	20/12/2029	4,063,264	
	20	20/12/2030	4,063,264	
C T C	TOTAL		75,642,694	

Source: The Client/ JLL Summary

As per the above lease, the current passing rent for the building as of the Valuation Date is SAR 3,869,775. The headlease is inclusive of 5% escalations every 5 years with a remaining duration of 8.5 years until expiry.

We have also been provided with an addendum to the above lease dated 05 March 2015. It highlights the new ownership of Saudi Economic and Development company for Real Estate Funds and its status as landlord moving forward.

We have also been provided the lease contract relating to the land plot being used as car parking, summarised below.

Delow.					
Hyper Panda Al Noor Parki	ing, Damn	nam, KSA			
<b>Contract Date</b>	23/05/20	23/05/2015			
Landlord (First Party)	Fahad A	l Mou'men			
Tenant (Second Party)		Panda Retail Company (Previous owner, we understand that the current owner is Saudi Economic and Development company for Real Estate Funds)			
Land Area (sq. m)	3,378.22	3,378.22			
Parking	250 lots	250 lots			
Term	19 years	19 years and 6 months			
Annual Rent	Summary Table				
	Year	Date	Annual Rent (SAR)		
	1	23/03/2015	1,200,000		
	2	23/03/2016	1,200,000		
	3	23/03/2017	1,200,000		
	4	23/03/2018	1,200,000		
	5	23/03/2019	1,200,000		
Parking Term	250 lots 19 years Sumn Year 1 2 3 4	and 6 months nary Table Date 23/03/2015 23/03/2016 23/03/2017 23/03/2018	1,200,000 1,200,000 1,200,000 1,200,000		

<sup>\*</sup>We have not been provided with the required P&Ls to reflect any percentage of annual income and therefore the 2.5% has not been reflected in our calculations.

	6	23/03/2020	1,290,000
	7	23/03/2021	1,290,000
	8	23/03/2022	1,290,000
	9	23/03/2023	1,290,000
	10	23/03/2024	1,290,000
	11	23/03/2025	1,388,000
	12	23/03/2026	1,388,000
	13	23/03/2027	1,388,000
	14	23/03/2028	1,388,000
	15	23/03/2029	1,388,000
	16	23/03/2030	1,492,000
	17	23/03/2031	1,492,000
	18	23/03/2032	1,492,000
	19	23/03/2033	1,492,000
	20	23/09/2033	746,000
Causes The Client/ III Comerce			

Source: The Client/ JLL Summary

As per the above lease, the current passing rent for the parking area as of the Valuation Date is SAR 1,290,000. The headlease is inclusive of approximately 7.5% escalations every 5 years with a remaining duration of 10.5 years until expiry.

We have also been provided with an addendum to the above parking land lease dated 01 November 2016. It highlights the new ownership of Saudi Economic and Development company for Real Estate Funds and its status as a landlord moving forward.

The aforementioned two contracts indicate that as of the Valuation Date, the total passing rent at the Property is SAR 5,159,775 per annum.

## 18.4.3 Operating Costs

As per the terms of the lease agreement detailed above, the lessee (i.e. Panda) is responsible for all the Property's operating expenditures as well as ongoing maintenance costs. We have not been provided by the Client with the actual operating costs presently incurred by the lessee for the Property.

### 18.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

#### Market Rent

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the rent or signed lease. We also understand that the rent indexation/step rent has recently been exercised for the main lease agreement. The above factors support the sustainability of the contracted rent in terms of tenant affordability.

Moreover, based on the information provided by the Client, specifically lease agreements for similar big-box Panda assets, current passing rates range between SAR 500 and SAR 533 per sq. m (the range excludes the Property). Contracted passing rent in Extra is SAR 860 per sq. m per annum. Contracted and passing rents mostly depend on the location of each specific asset and the trading potential of the business. The Property's passing rent of SAR 725 per sq. m (main lease only) significantly exceeds the range. In our opinion this may be a reflection of the prime location of the Property and a higher trading potential of the asset. The fact that the

tenant is leasing an additional plot of land adjacent to the Property suggests that the Property may have a high trading potential and therefore the passing rent is affordable to the tenant.

We have also had regard to prevailing rental comparables for similar big-box retail assets throughout the Kingdom, which are typically let on long-term leases. We understand that rental rates for such assets may currently range between SAR 550 and SAR 850 per sq. m, depending on macro and micro-location, direct competition, catchment area and the profile of the neighbourhood. All of the above factors affect such properties' rental rates significantly.

Based on the above, we are of the opinion that the current passing rent at approximately SAR 725 per sq m for the building (excluding the rent paid for the additional plot) is in line with the upper end of the range of Market Rents for similar space and reflects the trading potential of the asset. We consider the rent for the additional parking plot (SAR 400 per sq. m per annum) to be above the market level. We consider this to be a reflection of the additional value of the subject site to the occupier of the main asset. In case of disposal, the main asset is likely to be sold together with the additional parking site. Therefore, potential occupiers and investors are likely to accept the higher rent for the site.

Based on the above, we understand that the passing rent under the main lease agreement and the additional land lease agreement are in line with the market. The Market Rent is subject to an annual market rental growth of 1.5% from year 2 of the cashflow onwards.

### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset given the long-term triple net lease in place at the Property, we have applied a Discount Rate of 8.50%; which we consider to be the return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.50% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price). Based on the above analysis, we are of the opinion that the Fair Value of the Property, as of the Valuation Date, is SAR 69,000,000.

We have summarised our inputs and valuation of the Property in the table below:

### Valuation Summary Table

	Hyper Panda Al Noor
Net Operating Income (Year 1)	SAR 5,159,775 per annum
Net Operating Income (Year 6)	SAR 5,451,264 per annum
Discount Rate	8.50%
Exit Yield	7.50%
Fair Value December 2022 Valuation	SAR 69,000,000
Projected First Year's Forward Yield	7.48%

Source: JLL

### 18.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property under the Special Assumption mentioned in the Report, as of 31 December 2022 is:

### SAR 69,000,000

### (SIXTY-NINE MILLION SAUDI ARABIAN RIYALS)

## 18.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Item	Our Approach
qqq) The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
rrr) For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
sss) The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
ttt) The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates;
- Exit capitalisation rates.

## 18.8 High Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Dammam (inside and outside the boundaries of the township) and have applied adjustment to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high level development costs for retail development in the Kingdom and depreciated the said total cost over a period of 7.5 years (age of the Property). The Client has acquired an additional land plot to improve the parking provision of the Property. Therefore, we have explicitly accounted for the cost of arranging additional parking space on this plot.

**Total Replacement Costs** 

	Area (sq. m)	SAR/sq. m	Total (SAR)
Plot	13,806.17	3,500	48,321,595
BUA	5,348.00		
Development Cost		3,000	16,044,000
Additional Cost (parking site)	3,378.22	200	675,644
Total (Plot + Structure)			65,041,239
Source: JLL			

**Depreciation Considerations** 

	Years	SAR/Year	Total Depreciation (SAR)
Depreciation (per year) - Straight Line	35	477,704	
Depreciation	7.5		-3,582,781
Source: JLL			

### Total DRC Considerations

	Total (SAR)
Plot	48,321,595
Development Cost	16,719,644
Total (Plot + Structure)	65,041,239
Depreciation	-
Depreciated Replacement Cost (Rounded)	61,458,458
Source: JLL high-level research and indicative analysis	

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

# 19 Extra Store, Dammam

## 19.1 Executive Summary

Property: SEDCO Capital REIT Assets





Source: JLL Inspection 2022

Executive Summary	
Inspection Date	20 July 2022
Location	Al Azizeah Dist. Gulf Road, Dammam
Property Type	Retail
Tenure	Mortgaged (assumed Freehold)*
Land size (sq. m)	8,258.25
Built Up Area, BUA (sq. m)	4,404
Fair Value (SAR) under Special Assumption	51,150,000

Source: JLL / the Client

## 19.2 Property Location

### **Macro Location**



### **Micro Location**



Source: JLL / Google Earth

<sup>\*</sup>Special Assumption of good and marketable freehold titles held free from any mortgages, charges, encumbrances and third-party interests and transferrable to foreign owners/entities.

Property Positioning		
Property		Extra Store
City		Dammam
District		Al Aziziyah District
No. of Street Frontage/s		4
	North	Khaleej Road
	South	Unnamed Street
	East	
	West	
Key Landmarks		Dareen Mall (1.3 km to the west), Taba Centre (1.8 km to the west), Tamimi Markets (1.2 km to the south), and Al Haram Plaza (1.4 km to the south).
Surrounding Land Uses		The surrounding area is predominantly residential, with commercial developments along Khaleej Road.  Due to the commercial location of the Property, multiple retail developments are located within proximity (such as Tamimi Markets and Hyper Panda). Also, the LG Naghi showroom is located directly opposite the Property along Al Khaleej Road. Several large commercial parcels located along Al Khaleej Road are yet to be developed (potentially as commercial developments similar to the Property). Mixed developments along Al Khaleej Road include G+3/4/5/6 of serviced and not serviced apartments, offices, hospitals, and retail centres such as Jarir Bookstore. Additionally, the majority of residential plots south of the district are developed as G+2/3/4 residential apartments and villas.  Servicing Al Khaleej Road, where the Property is located, are two ENOC gas stations located east and west of the Property.
Source: JLL		

## 19.3 Property Description

Property Description	
Property Type	Retail
Age (years)	12.5
<b>Building Condition</b>	Good
Internal Condition	Good
BUA (sq. m)	4,404
No. of Floors	G+M
<b>Description</b>	The Property comprises a G+M floor retail development known as EXTRA.  According to the Client, the building is 12.5 years old.  From the documents provided to us by the Client, we understand that the total BUA of the Property is 4,404 sq. m. The building has a rectangular-shaped layout with a large car parking area to the east.  The retail unit is constructed on a land plot with a total area of 8,258.25 sq. m according to the title deeds provided by the Client. There are also 123 uncovered ground-level parking spaces.  The retail development's loading areas are located along the western part of the building along the unnamed internal street.

Source: JLL / The Client

## 19.4 Legal

## 19.4.1 Tenure, Planning and Zoning

Property: SEDCO Capital REIT Assets

Summary

Julilliary	
Description	
Title Deed No.	393759000192
	393759000193
	393759000194
Plot No. / Subdivision No.	Plots No. 12+13 /14/15+16, Block No. 3 /, Masterplan No. 1/418
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold
Title Deed Date	16 & 17/09/1443 (H) – 17/04/2022 (G)
Area (sq. m)	3,000 sq. m
	3,758.25 sq. m
	1,500 sq. m
	(Aggregate of 8,258.25 sq. m)

Source: The Client

For this Report, we have made the Special Assumption that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected.

Planning / Building Permit

rtanning / Dartaing r chine	
Description	Details
Permit Number	429/10094
Permit Date	1/3/1429 (H) - 9/03/2008(G)
Permit end date	3 Years
Owner	Abdullah Al Latif and Mohammed Al Fawzan LLC (Previous owner, we understand that the current owner is Saudi Economic and Development company for Real Estate Funds)
Title deed number	No. 12 & 13: 230105003667 No.14: 930105003666 No. 15 & 16: 330105003665
Land Area (sq. m)	12+13+14+15+16
Subdivision no.	1/418
Title deed date	11/07/1428 (H) - 25/07/2007 (G)
Land Area (sq. m)	8,258.25

Source: The Client

We have been provided with a building permit dated 09 March 2008 for plots No. 12 to 16 confirming the development is to comprise a retail G+M structure. It is noted that the building permit refers to title deeds of different reference numbers than those provided to us. The Client has confirmed that this is due to the provided titles being newer. For the purpose of our valuation we have assumed that the Property complies with all relevant authority planning and zoning requirements and have assumed all information provided to us by the Client to be accurate and have relied on it for the purpose of this assignment.

Building Specifications (provided in the building permit)

Туре	Usage	Area (sq. m)
Ground Floor	Commercial	3,594
Ground Floor	Services	572
Mezzanine	Commercial	238
Fence	-	0
Total		4,404

Source: The Client

## 19.4.2 Occupational Leases

We have presented the salient terms of the lease contract provided to us by the Client in the summary table below. The lease contract comprises a 11-year triple-net headlease where the landlord is not liable for any maintenance costs throughout the duration of the agreed term.

Hyper Panda Al Rayyan, Damma				
Contract Date	02 Novemb	er 2022		
Landlord (First Party)	Saudi Econ	Saudi Economic and Development company for Real Estate Funds		
Tenant (Second Party)	United Elec	tronics Company (UEC)		
Lease Term	11 years			
Lease Start	01/07/2022			
Lease End	30/06/2033			
Floors	GF + Mezzai	nine		
Maintenance	The tenant	is fully liable for all main	tenance works within the Prope	rty.
Lease break	rent, misus		ate the lease in case of tenant no f the whole property without Lar	
Indexation Rate	Rent is revie	ewed every 3 years at 4%	of passing rent	
Subletting	Permissible	if approved by First Part	у	
Annual Rent & Escalations	Summar	v Table		
	Payment	-	Rent (SAR)	
	1	01/07/2022	3,785,600	
	2	01/07/2023	3,785,600	
	3	01/07/2024	3,937,024	
	4	01/07/2025	3,937,024	
	5	01/07/2026	3,937,024	
	6	01/07/2027	4,094,505	
	7	01/07/2028	4,094,505	
	8	01/07/2029	4,094,505	
	9	01/07/2030	4,258,258	
	10	01/07/2031	4,258,258	
	11	01/07/2032	4,258,258	

Source: The Client/ JLL Summary

As per the above lease, the current passing rent at the Property as of the Valuation Date is SAR 3,785,600. The headlease is inclusive of 4% escalations every 3 years with a remaining term of 10 years till expiry.

## 19.4.3 Operating Costs

As per the terms of the lease agreement detailed above, the lessee (i.e. Extra) is responsible for all the Property's operating expenditures as well as ongoing maintenance costs. We have not been provided by the Client with the actual operating costs presently incurred by the lessee for the Property.

### 19.5 Valuation

In arriving at our opinion of the Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF).

### **Market Rent**

The Client has confirmed to us that the current tenant has not defaulted nor delayed payments as of the Valuation Date, they have also not disclosed any current attempts to re-negotiate the rent or signed lease. The

Client has also provided the renewed lease starting from 7<sup>th</sup> January 2022 for a duration of 11 years with the same payment terms. This supports the sustainability of contracted rent in terms of tenant affordability.

Moreover, based on the information provided by the Client, specifically lease agreements for similar big-box Panda assets, current passing rates range between SAR 500 and SAR 725 per sq. m. Contracted and passing rents mostly depend on the location of each specific asset and the trading potential of the business.

We have also had regard to prevailing rental comparables for similar big-box retail assets(let to grocery store operators) throughout the Kingdom, which are typically let on long-term leases. We understand that rental rates for such assets may currently range between SAR 550 and SAR 850 per sq. m, depending on macro and micro-location, direct competition, catchment area and the profile of the neighbourhood. All of the above factors affect such properties' rental rates significantly.

Based on the above, we note that albeit the passing rent at SAR 860 per sq. m of BUA appears to be above the range, it reflects the smaller size of the Property comparing to the benchmarks analysed above. We consider the Property to be well located within the city with prime frontage onto Khalij Road. This translates as increased overall footfall performance for the retailer who already benefits from higher margins due to trading electronics (as opposed to lower-margin goods). Accordingly, we believe that the Property can command a premium against the aforementioned range. Additionally, we have previously been informed by the Client that historically one of the operators, trading electronics, paid the rent of SAR 1,000 per sq. m per annum for their property in Riyadh. The rent was subject to an escalation to SAR 1,150 per sq. m in 2018.

We therefore consider the Property on the current lease contract to be rack-rented and are of the opinion that the current passing rent at SAR 860 per sq. m of BUA is reflective of Market Rent for such space in this location.

### Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, given the long-term triple net lease in place at the Property, we have applied a Discount Rate of 8.75%; which we consider to be the return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.5% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price). Based on the above analysis, we are of the opinion that the Fair Value of the Property, as of the Valuation Date, is SAR 51,150,000

We have summarised our inputs and valuation of the Property in the table below:

## Valuation Summary Table

1 0.10.00.00.00.00.00.00.00.00.00.00.00.00	
	Extra Store
Net Operating Income (Year 1)	SAR 3,785,600 per annum
Net Operating Income (Year 6)	SAR 4,094,505 per annum
Discount Rate	8.75%
Exit Yield	7.50%
Fair Value December 2022 Valuation	SAR 51,150,000
Projected First Year's Forward Yield	7.40%

Source: JLL

### 19.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property under the Special Assumption mentioned in the Report, as of 31 December 2022 is:

### SAR 51,150,000

### (FIFTY-ONE MILLION AND ONE HUNDRED FIFTY THOUSAND SAUDI ARABIAN RIYALS)

## 19.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Item	Our Approach
uuu) The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
vvv) For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
www) The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
xxx) The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates;
- Exit capitalisation rates.

## 19.8 High-Level Replacement Cost Desktop Analysis (DRC)

The Client has asked us to provide a very high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection we have assumed the Property to be in good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have had regard to asking prices for sites in Dammam and have applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for retail developments in the Kingdom and depreciated the said total cost over a period of 12.5 years (age of the Property).

**Total Replacement Costs** 

Total Replacement 000to			
	Area (sq. m)	SAR/sq. m	Total (SAR)
Plot	8,258.25	3,500	28,903,875
GFA	4,404		
Development Cost		3,000	13,212,000
Total (Plot + Structure)			42,115,875
Source: JLL			

Depreciation Considerations

	Years	SAR/Year	Total Depreciation
Depreciation (per year) - Straight Line	35	377,486	
Depreciation	12.5		(4,718,571)
Source: JLL			

### Total DRC Considerations

	Total (SAR)
Plot	28,903,875
Development Cost	13,212,000
Total (Plot + Structure)	42,115,875
Depreciation	(4,718,571)
Depreciated Replacement Cost	37,397,304

Source: JLL high-level research and indicative analysis

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

## 20 Ajdan Walk Cinema (Entertainment), Dammam

## 20.1 Executive Summary





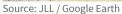
Source: JLL Inspection 2022

Executive Summary	
Inspection Date	19 July 2022
Location	Corniche, Al Khobar, KSA
Property Type	Retail and Entertainment Centre
Tenure	Freehold
Land area (sq. m)	6,865.99
Built-Up Area (sq. m)	16,093.4
Gross Floor Area (sq. m)	9,347.5
Gross Leasable Area (sq. m)	5,803
Fair Value (SAR)	160,250,000
Source: JLL / the Client	

## 20.2 Property Location

### **Macro Location**





## **Micro Location**



	<u> </u>	
Property Positioning		
Property		Ajdan Walk Cinema (Entertainment), Dammam
City		Al Khobar
District		Corniche Area
No. of Street Frontages		Three, all connected to Prince Turkey Road, the latter considered a major commercial street in the northern part of Al Khobar city and represents the main connection route to the surrounding districts (i.e. Corniche and Yarmouk districts amongst others).
	North	Unnamed internal street
	South	Unnamed internal street
	East	N/A
	West	Unnamed internal street
Key Landmarks		The Property is located along a prime commercial road in Al Khobar and is situated in close proximity to Al Khobar Corniche Park (0.5 km to the north), Dughaither Leisure Island (1.2 km to the south), Rhamaniya Centre (0.6 km to the southeast), and Al Khobar Police Department (0.6 km to the southeast).
Surrounding Land Uses		The area in which the Property is located is predominantly of commercial use, characterized by building heights of up to four floors (i.e. G+3) while developments directly along the sea benefit from a higher number of floors (i.e. G+7). As mentioned above, the Property is located in the Corniche area in the northern part of Al Khobar city, which is in turn concentrated with retail space and F&B outlets. The Property is also deemed in proximity to the southern part of Al Khobar city, which is also predominantly of commercial use, comprising retail stores, hotels, healthcare facilities and F&B outlets.  The Property is bordered by vacant land plots (for commercial use) to the north and south, Ajdan Rise (i.e. residential apartments) and Fairmont Ajdan Hotel to the east, and Ajdan Walk (i.e. F&B outlets) to the west.
Carriage, IIII		

Source: JLL

## 20.3 Property Description

Property Description			
Property Type	Retail and Entertainment Centi	re e	
Age (years)	Two (2)		
<b>Building Condition</b>	Good (new)		
Internal Condition	Good (new)		
No. of Floors	G+1		
BUA (sq. m)	16,093.4		
GFA (sq. m)	9,347.5		
GLA (sq. m)	5,803		
Description	The Property consists of three already leased as F&B outlets a understand from the information are currently leased to L'Entrecalready subject to a 20-year lease Property falls within a mixed-understand Development Company compriscilities; Ajdan Rise which considerate a 40-floor high-rise building; are guestrooms and serviced resident The tables below show the bree Breakdown of Gross Floor	nd the latter accommodating on provided by the Client that cote, Salt Bae and Long Chim vase agreement with AMC Cinence masterplan developed by Assing Ajdan Walk which feature sists of 192 residential apartmed Fairmont Ajdan Hotel includences.  Makdown of the Property's GFA or Area (GFA)	up to 911 seats. We the three F&B units while the cinema is nas. Moreover, the jdan Real Estate es a cluster of F&B ents distributed over ling a total of 174 and GLA.
	Floor Area, sq. m % of total area		
	Ground Floor	4,562.75	48.8%
	First Floor	4,562.75	48.8%
	Technical Areas	222	2.4%
	Total	9,347.5	100%
	Source: The Client		

Breakdown of Gross Lea	nsable Area (GLA)	
Component	Area, sq. m	% of total area
Cinema (AMC Cinemas)	3,600	62.0%
F&B Outlet 1 (L'Entrecôte)	816	14.1%
F&B Outlet 2 (Salt Bae)	622	10.7%
F&B Outlet 3 (Long Chim)	765	13.2%
Total	5,803	100%
Source: The Client		
As per the lease agreements r F&B outlet (Long Chim) was le Salt Bae) at the beginning of N period, ending in May 2027 an lease agreement was signed i the tenant by the end of Dece and a lease period of 20 years The details of the existing lease sections.	ased in November 2021 a March 2022 and are each s d December 2027 respect n October 2018 and the sp mber 2020, subject to a fil	nd two (L'Entrecôte ar subject to a 5-year leas sively. As for the cinema pace was handed over t-out period of 9 month

Source: JLL / The Client

## 20.4 Legal

## 20.4.1 Tenure, Planning and Zoning

Title Deed Summary

,	
Description	
Title Deed No.	394065001421
Plot No. / Subdivision No.	Plot No. 12/3, Block No. 356/2
Owner	Saudi Economic and Development company for Real Estate Funds
Tenure	Freehold
Land Area (sq. m)	6,865.99
Title Deed Date	07/11/1443(H)- 06/06/2022 (G)

Source: The Client, Title Deed

For this Report, we have assumed that a good and marketable title is held free from encumbrances, mortgages, charges, third-party interests and the like. Should this not be the case, our opinion of value could be affected. We recommend that your legal advisors verify the information regarding tenure.

We have been provided with a building permit and building specifications, the details of which are summarized below.

**Building Permit Summary** 

Bantainig i cirime banninar j	
Planning / Building Permit	Details
Permit Number:	4107110353
Permit Date:	01/07/1441 (H) / 06/09/2019 (G)
Permit End Date:	01/07/1444 (H) / 05/08/2022 (G)
Owner:	Ajdan Real Estate Development Company
Title Deed Number:	330208005621
Plot Number	12/3
Title Deed Date	14/09/1436(H)- 01/07/2015 (G)
Plot Area (sq. m)	6,865.99
BUA (sq. m)	16,093.4

Source: The Client, Building Permit

### Property: SEDCO Capital REIT Assets

**Building Specifications** 

Floor	Number of Units	Area (sq. m)	Usage
Basement	0	6,745.9	Parking
Ground Floor	9	3,459.25	Cinema
Ground Floor	3	1,103.5	Retail
First Floor	0	4,562.75	Retail
Technical Area	0	222	Technical

Source: The Client, Building Permit

For the purpose of our valuation, we have assumed that the Property complies with all relevant authority planning and zoning requirements. We have assumed that all information provided to us by the Client is accurate and we have relied on it for the purpose of this assignment.

## 20.4.2 Occupational Leases

As mentioned above, the Property consists of three F&B outlets and a cinema, with the former already subject to 5-year lease agreements with MAJD Food (same tenant) and the latter on a contract extending for a period of 20 years with AMC Cinemas KSA. We have received the lease agreements for each component, the details of which are summarised in the subsections below.

### Cinema:

The lease agreement for the cinema was signed on 21 October 2018 involving Ajdan Real Estate Development Company LLC as the "Landlord" and Development and Investment Entertainment Company LLC as the "Tenant", the latter also known as "AMC Cinemas KSA". The agreement stipulates the commencement of the lease period following the completion of all required construction works ("Landlord Works") and subsequent handover of the cinema component to the tenant for the required fit-out works and installations. As such, the initial term of the agreement encompasses a fit-out period of 270 days (9 months following handover) followed by a 20-year lease term. The agreement is subject to renewal upon the expiration of the initial lease term for an additional 20-year period, following negotiations by both involved parties to revise the gross rent in line with the market rates and dynamics at that point.

As per the lease agreement received from the Client, the table below shows the yearly payment schedule for the cinema, including the base rent amount and the additional service charges. We note here that the agreement stipulates the amount for service charges at 10% of the base rent for each year, with the latter (i.e., base rent) amounting to SAR 1,600 per sq. m of GLA. Moreover, the base rent is subject to an escalation of 5% every five years. We have been provided with a "Taking Over Certificate (TOC)" certifying the completion of the "Landlord Works" at the end of 2020 and thus the handover of the cinema to the tenant.

Lease Payment Schedule - Cinema

Date	Base Rent, SAR	Service Charge, SAR*	Gross Rent, SAR
1/10/2021	5,760,000	576,000	6,336,000
1/10/2022	5,760,000	576,000	6,336,000
1/10/2023	5,760,000	576,000	6,336,000
1/10/2024	5,760,000	576,000	6,336,000
1/10/2025	5,760,000	576,000	6,336,000
1/10/2026	6,048,000	604,800	6,652,800
1/10/2027	6,048,000	604,800	6,652,800
1/10/2028	6,048,000	604,800	6,652,800
1/10/2029	6,048,000	604,800	6,652,800
1/10/2030	6,048,000	604,800	6,652,800
1/10/2031	6,350,400	635,040	6,985,440
1/10/2032	6,350,400	635,040	6,985,440

Date	Base Rent, SAR	Service Charge, SAR*	Gross Rent, SAR
1/10/2033	6,350,400	635,040	6,985,440
1/10/2034	6,350,400	635,040	6,985,440
1/10/2035	6,350,400	635,040	6,985,440
1/10/2036	6,667,920	666,792	7,334,712
1/10/2037	6,667,920	666,792	7,334,712
1/10/2038	6,667,920	666,792	7,334,712
1/10/2039	6,667,920	666,792	7,334,712
1/10/2040	6,667,920	666,792	7,334,712
Total	124,131,600	12,413,160	136,544,760

Source: The Client

### F&B Outlet 1 - L'Entrecôte

The lease agreement for the first F&B outlet was signed on 10 January 2022 involving Ajdan Real Estate Development Company LLC as the "Landlord" and MAJD Food as the "Tenant". The agreement stipulates a 5-year lease period ending on 01 December 2027 and subject to a grace period of nine (9) months starting on 01 March 2022 – to complete the required fit-out works and installations. As per the lease agreement received from the Client, the table below shows the payment schedule for the first F&B outlet. The payments will be due on a semi-annual basis, with the amounts shown below are inclusive of the base rent at SAR 2,490 per sq m of GLA, a 10% service charge, and a marketing fee of 2.5%.

Lease Payment Schedule - L'Entrecôte

Date	Gross Rent, SAR*
1/12/2022	1,142,400
1/6/2023	1,142,400
1/12/2023	1,142,400
1/6/2024	1,142,400
1/12/2024	1,142,400
1/6/2025	1,142,400
1/12/2025	1,142,400
1/6/2026	1,142,400
1/12/2026	1,142,400
1/6/2027	1,142,400
Total	11,424,000

Source: The Client

### F&B Outlet 2 - Salt Bae

The lease agreement for the second F&B outlet was also signed on 10 January 2022 involving Ajdan Real Estate Development Company LLC as the "Landlord" and MAJD Food as the "Tenant". The agreement stipulates a 5-year lease period ending on 01 December 2027 and subject to a grace period of nine (9) months starting on 01 March 2022 – to complete the required fit-out works and installations. As per the lease agreement received from the Client, the table below shows the payment schedule for the second F&B outlet. The payments will be due on a semi-annual basis, with the amounts shown below are inclusive of the base rent at SAR 2,490 per sq m of GLA, a 10% service charge, and a marketing fee of 2.5%.

Lease Payment Schedule - Salt Bae

Date	Gross Rent, SAR*
1/12/2022	870,800
1/6/2023	870,800
1/12/2023	870,800
1/6/2024	870,800
1/12/2024	870,800
1/6/2025	870,800

<sup>\*</sup>Computed as 10% of Base Rent

<sup>\*</sup>Inclusive of the base rent, service charges and marketing fees

Date	Gross Rent, SAR*
1/12/2025	870,800
1/6/2026	870,800
1/12/2026	870,800
1/6/2027	870,800
Total	8,708,000

Source: The Client

### F&B Outlet 3 - Long Chim

The lease agreement for the third F&B outlet was signed on 22 November 2021 involving Ajdan Real Estate Development Company LLC as the "Landlord" and MAJD Food as the "Tenant". The agreement stipulates a 5-year lease period ending on 21 May 2027 and subject to a grace period of six (6) months starting on 22 November 2021 – to complete the required fit-out works and installations.

As per the lease agreement received from the Client, the table below shows the payment schedule for the third F&B outlet. The payments will be due on a semi-annual basis, with the amounts shown below are inclusive of the base rent at SAR 2,300 per sq. m of GLA, a 10% service charge, and a marketing fee of 2.5%.

Lease Payment Schedule - Long Chim

Date	Gross Rent, SAR*
22/5/2022	989,719
22/11/2022	989,719
22/5/2023	989,719
22/11/2023	989,719
22/5/2024	989,719
22/11/2024	989,719
22/5/2025	989,719
22/11/2025	989,719
22/5/2026	989,719
22/11/2026	989,719
Total	9,897,190

Source: The Client

## 20.4.3 Operating Costs

As per the information provided by the Client, we understand that the Property is subject to a Property and Facility Management Agreement for a period of 10 years and 8 months, effective from April 01, 2022, the salient details of which have been summarised in the table below.

Item	Description
Contemplated start date	April 01, 2022 (G)
First Party ("Owner")	Saudi Economic and Development company for Real Estate Funds
Second Party ("Property Manager")	Ajdan Real Estate Development Company
Term, Expiry and Renewal	Ten (10) years and nine (9) months, as defined in Clause 3 of the Contract (the "Term").
	The agreement is not subject to renewal and could be terminated prior to the End Date in accordance with Clause 7 of the Contract. However, the Parties could agree on revised terms in a new contract.
Start Date	01 April 2022 (G) as per terms stated within the Property & Facility Management Contract.
End Date	01 January 2033 (G) as per terms stated within the Property & Facility Management Contract.
Fees (Operating Expenses Budget)	SAR 600,000 for the first five (5) years; first payment covering the period from April 01, 2022, to December 31, 2023 (i.e. 1 year and 9 months).

<sup>\*</sup>Inclusive of the base rent, service charges and marketing fees

<sup>\*</sup>Inclusive of the base rent, service charges and marketing fees

Item	Description		
	SAR 700,000 for the second five (5) years.		
Obligations of Property Manager	■ The Property Manager shall provide the required services for the operations of the Property including maintenance and repair, cleaning, security, utilities, and government-related fees.		
	<ul> <li>Management of lease agreements with tenants and collection of dues on behalf of the Owner.</li> <li>Submission of regular updates, upon request, covering the overall status of the Property and collections thereof.</li> </ul>		
Source: The Client			

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### 20.5 Valuation

In arriving at our opinion of Fair Value of the freehold interest in the Property, we have adopted the Income Approach, utilising a Discounted Cash Flow (DCF) technique.

### 20.5.1 Commentary on Market Rent

As per the documentation received, we understand that all components and units within the Property have been leased, with the agreement for the cinema extending over a period of 20 years and those of the F&B outlets over 5 years. In this regard, recently signed rental agreements are usually the best evidence of the prevailing market dynamics and lease rates; however, we have undertaken further research to assess the lease rates commanded in the market for similar components and uses.

We understand that the Property offers a unique destination with very limited, if any, comparable developments particularly in Dammam and Al Khobar. As such, when arriving at our opinion of Market Rent for the components within the Property, we have assessed the data for assets in Dammam and Al Khobar while also focusing on evidence and available benchmarks pertaining to the Kingdom's entertainment and retail landscape, most notably in the major cities (i.e., Riyadh and Jeddah).

### Cinema:

Based on our market knowledge, the annual rental rates for similar cinema units in the Kingdom range from SAR 400 to SAR 1,200 per sq. m depending on the city and quality of the mall/centre in which the cinema is located, bearing in mind that prime locations in Riyadh, Jeddah and DMA achieve higher rental levels in the range of SAR 700 to SAR 1,200 per sq. m. It is important to note here that the aforementioned rental rates reflect the Base Rents for cinema units whereby the operator is responsible for the fit-out works, which in turn allows landlords to push the rates lower and ensure affordability to the tenants/operators who shall undertake the initial capital expenditure requirements. We are also aware of the fact that should the cinema operator manage to pass the fit-out works on to the landlord, the above rental rates would typically be higher.

The table below summarizes the average Base Rents for cinemas in the Kingdom's major cities, namely Riyadh, Jeddah and DMA.

Market Rent Range for Cinema's in KSA's Major Cities

Range	Base Rent range per Annum (SAR per sq. m)
Minimum	SAR 700
Maximum	SAR 1,200
Source: JLL Research	

### F&B Outlets:

When assessing the Market Rent for the F&B outlets within the Property, we have considered comparable developments with similar unit sizes and scale in the Kingdom's major cities, namely Riyadh, Jeddah, and DMA.

Again, we understand that the Property falls within a comprehensive master plan and offers a unique destination with very limited, if any, comparable developments, particularly in Dammam and Al Khobar.

Given the unique positioning and offering of the Property, we understand that the rates applicable for F&B outlets in malls are not particularly reflective of those commanded for developments similar to the Property; thus, we have assessed the Market Rent for retail plazas situated in prime locations and comprising a high-profile/luxury tenant base.

For F&B outlets within well-established, unique retail plazas and centres (similar to the Property), our research indicates a Base Rent range of SAR 1,500 to SAR 3,500 per sq m, with the higher end corresponding to destinations in the Kingdom's major cities, most notably Riyadh. We note here that the wide range within the same development is mainly attributed to the placement of the store within the overall property, brand name of the tenant, and the type of offering, amongst others.

Market Rent Range for F&B and Retail Outlets (Plaza's) in KSA's Major Cities

Comparable	Location	Occupancy Rate	Base Rent (SAR per sq. m)
Comp 1	Riyadh	95%	2,500 to 3,500
Comp 2	Jeddah	95%	2,000 to 2,400
Comp 3	Riyadh	90%	1,800 to 2,800
Comp 4	Riyadh	90%	1,800 to 2,800
Comp 5	Jeddah	N/A	1,800 to 2,500
Comp 6	Jeddah	95%	1,700 to 2,700
Comp 7	Dammam	85%	1,500 to 2,500

Source: JLL Research

### **Conclusion:**

As per our research and analysis, the contracted rental rate for the cinema, at SAR 1,600 per sq. m of GLA, is deemed significantly higher than the rates presently commanded in the market, also considering that the tenant/operator was responsible for the fit-out works. However, bearing in mind the unique location and positioning of the Property, lack of comparable destinations in Al Khobar and Dammam in general, and considering the recent nature of the transaction with AMC, we are of the opinion that the Property is able to achieve such a rate in the open market. For the three F&B outlets, the contracted rates are pretty much in line with the prevailing market rates and are deemed rack rented.

For the purpose of this valuation, we have adopted a Market Rent (base) of SAR 900 per sq. m of GLA for the cinema, considering that the operator is responsible for the initial fit-out works, and SAR 2,500 per sq. m for the three F&B outlets. Again for the cinema, although the contracted rate is deemed higher than those commanded for similar properties in the market and thus may be over-rented, we still kept in mind the unique and prime location of the Property as well as its potential to attract high footfall, thus justifying the passing rate with AMC – we note here that considering the long-term tenure of the lease agreement with AMC, increasing the adopted Market Rent (assuming a range of SAR 900 to SAR 1,200) would have an insignificant impact on the valuation. we have not accounted for any growth in adopted market rent levels throughout the 5-year forecast period.

Summary on Adopted Market Rent

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Component	Contracted Annual Base Rent per sq. m, SAR	Contracted Gross Rent per sq. m, SAR	Annual Market Rent Base per sq. m of GLA, SAR
Cinema	1,600	1,760	900
L'Entrecôte	2,490	2,800	2,500
Salt Bae	2,490	2,800	2,500
Long Chim	2,300	2,590	2,500

Source: The Client; JLL Analysis

### 20.5.2 Contracted Rent

Based on the lease agreements received from the Client, the following table summarizes the contracted rent amounts for the next five years, inclusive of the service charge, marketing fees and stipulated yearly escalations (if applicable). It should be noted that upon the expiration of the contracts in 2027, as per the detailed payment schedules for each F&B outlet (not the case for the Cinema), we have adopted the market rent levels shown in the preceding subsection.

Yearly Contracted Gross Rent Per Outlet

Date	Gross Rent from Cinema, SAR	Gross Rent from L'Entrecôte, SAR	Gross Rent from Salt Bae, SAR	Gross Rent from Long Chim, SAR
2023	6,336,000	2,284,800	1,741,600	1,979,438
2024	6,336,000	2,284,800	1,741,600	1,979,438
2025	6,336,000	2,284,800	1,741,600	1,979,438
2026	6,652,800	2,284,800	1,741,600	1,979,438
2027	6,652,800	1,142,400	870,800	-

Source: JLL Analysis

We understand that the annual Base Rent stands at SAR 1,600 per sq m of GLA for the cinema, SAR 2,490 for two F&B outlets (specifically L'Entrecôte and Salt Bae), and SAR 2,300 for the third F&B unit (Long Chim). We have been informed that the gross rent encompasses a service charge at 10% of the Base Rent and a marketing fee of 2.5%, the latter only applicable for the F&B outlets and not the cinema.

Summary on Contracted Rent Per Outlet

Component	Contracted Base Rent per Annum, SAR	Gross Leasable Area, sq. m	Base Rent per sq. m of GLA, SAR	Gross Rent per sq. m of GLA, SAR
Cinema	5,760,000	3,600	1,600	1,760
L'Entrecôte	1,999,200	816	2,490	2,800
Salt Bae	1,523,900	622	2,490	2,800
Long Chim	1,732,008	765	2,300	2,590

Source: JLL Analysis

### 20.5.3 Additional Income

We are of the opinion that the Property has the potential to generate additional income in the form of kiosk rental and lease of promotional spaces. Since the Property's common areas represent open-air and non-air-conditioned spaces, we have assumed that the level of such income will be half (i.e. 50%) when compared to the same revenue stream in malls, which are in turn fully covered and usually benefit from customer footfall all year around – bearing in mind that open-air concepts are likely to face restrictions related to hot summer months.

Based on the above, we have factored in the additional income at 5% of the total Market Rent from the cinema and F&B components, thus equating to around SAR 500,000 per annum at 100% occupancy.

## 20.5.4 Service Charge and Marketing Fees

The lease agreement for the cinema stipulates the amount for service charges at 10% of the Base Rent for each year. As for the three F&B outlets, the rental rates agreed upon in the lease contracts are inclusive of a service charge and marketing fee at 10% and 2.5% of the Base Rent respectively.

As per our understanding of the market practice and comparable evidence in this regard, we note that the aforementioned rates are in line with market benchmarks considering the nature of the Property and the

components included within – these rates are usually higher for retail units and F&B outlets within a mall (i.e. an average of 15%).

## 20.5.5 Occupancy and Void Periods

As previously covered in the report, the cinema has been leased to AMC in October 2018 and is subject to a 20-year rental agreement effective from the handover date (i.e. end of December 2020). Moreover, we understand that one of the F&B outlets has been leased in November 2021 and the other two in March 2022, all subject to a 5-year lease period posts the required fit-out works. The table below summarizes the lease terms pertaining to the Property's varied components.

Component	Lease Starting Date	Lease Term Expiration	Corresponding Lease Term (Post Fitout Period)
Cinema	January 2021	October 2040	20 years
L'Entrecôte	December 2022	December 2027	5 years
Salt Bae	December 2022	December 2027	5 years
Long Chim	May 2022	May 2027	5 years
Source: The Client			

As mentioned above, upon expiration of the present lease terms, most notably for the F&B outlets, we have assumed that the lease contracts are directly renewed and thus we have not accounted for any void periods. Moreover, for the market rental rates, we have not accounted for any growth throughout the 5-year forecast period.

### **20.5.6 Operating Expenditures**

The operating expenditure budget is set at SAR 600,000 for the first five (5) years, with the first payment covering 1 year and 9 months (April 2022 to December 2023), thereafter increasing to SAR 700,000 for the agreement's second five years, subject to renewal upon written consent from both involved parties. The aforementioned annual operating expenditure budget corresponds to around SAR 100 per sq. m of the Property's gross leasable area (GLA), the latter deemed low when compared to our benchmarks for similar operational assets.

However, considering the binding nature of the Property Management Agreement for a period of 10 years and given that additional incurred costs are borne by the Property Manager, we have not taken into account an additional allowance for operating expenditures or a sinking fund provision to capture contingencies and any unforeseen expenses. Should the above prove to be incorrect, we reserve the right to revise the values reported. It is also important to note here that, as per the lease agreements, operating expenditures pertaining to the operations of the cinema and F&B outlets are passed on to the tenant, most notably utilities and maintenance. The table below summarizes the yearly operating expenditure budget adopted in the financial model and corresponding forecasts for the Property.

Year	Foreseen Yearly Operating Expenditures, SAR
Year 1 – April 2022 to December 2023	600,000
Year 2 – January 2024 to December 2024	600,000
Year 3 – January 2025 to December 2025	600,000
Year 4 – January 2026 to December 2026	600,000
Year 5 – January 2027 to December 2027	600,000
Year 6 – January 2028 to December 2028	700,000
Source: The Client	

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### 20.5.7 Fair Value

In forming our opinion of the Fair Value, we have had regard to the passing and contracted future rent of the Property in addition to the lease terms, location and market condition outlook. We have also had regard to recent investment comparables we are aware of, as shown in our KSA Investment Evidence section (Page 14), in forming our opinion of yield.

In valuing the asset, we have applied a Discount Rate of 8.25%, which we consider to be the required return a motivated third-party buyer would require given the risk and reward factors inherent in the asset's income streams over the 5-year analysis horizon.

We have applied an Exit Yield of 7.75% to the net income at the start of Year 6 (this would be calculated off a Year 6 NOI for a 5-year cash-flow to calculate the estimated terminal sale price. Based on the above analysis, we are of the opinion that the Fair Value of the Property, as at the Valuation Date, is SAR 160,250,000.

We note that when forming our opinion on the exit yield, we have considered the following factors:

- Property is fully leased and benefits from long-term rental agreements, most notably for the cinema. The F&B outlets are subject to a 5-year agreement, signed in early 2022, with a possibility for renewal upon the written consent of both involved parties.
- The general tenant profile represents well-established international brands.
- The location of the Property within a mixed-use masterplan comprising retail units, residential apartments and a hotel, thus offering a unique destination with very limited, if any, comparable developments particularly in Dammam and Al Khobar. Also, the Property is situated in a prime location along the Corniche area in Al Khobar and benefits from a high footfall.
- Low operating expenditure level in light of the binding 10-year Property Management Agreement and considering that part of the expenses is passed on to the tenants, most notably with regards to utilities and maintenance. We note again here that additional costs on top of the budgets agreed upon in the Property Management Agreement are fully borne by the Property Manager.

**Valuation Summary** 

Description	Ajdan Walk Cinema
Net Operating Income (Year 1), SAR	12,486,978
Net Operating Income (Year 2), SAR	12,229,835
Net Operating Income (Year 6), SAR	12,636,734
Discount Rate	8.25%
Exit Yield	7.75%
Fair Value December 2022 Valuation	160,250,000
Projected Second Year's Forward Yield	7.63%

Source: JLL Analysis

### 20.6 Fair Value

Having regard to the foregoing, we are of the opinion that the Fair Value of the freehold interest in the Property as of 31 December 2022 is:

### SAR 160,250,000

### (ONE HUNDRED SIXTY MILLION, TWO HUNDRED AND FIFTY THOUSAND SAUDI ARABIAN RIYALS)

## 20.7 IFRS Commentary

The guidance contained in IFRS 13 indicates that a Fair Value measurement requires an entity to determine the following:

Item	Our Approach
yyy) The particular asset or liability that is the subject of the measurement (consistently with its unit of account).	In this case the asset comprises the Property described in this report on the basis of the ownership specified.
zzz) For a non-financial asset, the valuation premises that is appropriate for the measurement (consistently with its highest and best use).	The current use is the highest and best use of the Property.
aaaa) The principal (or most advantageous) market for the asset or liability.	We consider this to be the open market.
bbbb) The valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of fair value hierarchy within which the inputs are categorised.	We have adopted the Income Approach to measure the Fair Value of the Property.

IFRS 13 also requires a commentary to be made on the hierarchy of the inputs used in measuring Fair Value. Our valuation has been prepared using the Income Approach. We have based our inputs on the most appropriate market-based information available to us. However, our model contains a number of 'unobservable inputs' and should therefore be categorised within Level 3 of the fair value hierarchy.

The significant unobservable inputs adopted in our model are as follows:

- Discount rates
- Capitalisation rates (yields

## 20.8 High-Level Replacement Cost Desktop Analysis (DRC)

We have been asked by the Client to provide a high-level replacement cost analysis for internal decision-making purposes.

This analysis has been undertaken based on limited land comparables sourced in the location and high-level development costs although JLL has not been appointed as a quantity surveyor and has not been instructed to undertake any check measurements or condition assessment for the Property. We have relied on the area figures provided to us by the Client (as stated in the Building Permit excluding boundary walls) and have assumed them to be accurate. Similarly, based on the results of our visual inspection, we have assumed the Property to be in a good condition commensurate with its use and age. If the information provided to us or our assumptions regarding areas and condition prove to be inaccurate, we reserve the right to revisit this analysis.

We have considered land plots listed for sale in the nearby vicinity of the Property, benefiting from similar planning and zoning regulations, and applied adjustments to reflect the size differences, location, negotiation factors and characteristics of the Property. Additionally, we have considered high-level development costs for similar retail plazas in the Kingdom and depreciated the said total cost over a period of 2 years (age of the Property).

### Replacement Cost Summary

	Area, sq. m	SAR/sq. m*	Summary, SAR
Plot	6,865.99	6,500	44,628,935
Basement	6,745.9	3,000	20,237,700
Superstructure	9,347.5	5,600	52,346,000
Total (Plot + Structure)			117,212,635

<sup>\*</sup>Inclusive of contingencies, financing fees and soft construction costs for the basement and superstructure

### Depreciation

	Years	SAR/Year	Total Depreciation
Depreciation (per year) - Straight Line	35	2,073,820	
Accumulated Depreciation	2		(4,147,640)

### Depreciated Replacement Cost Summary

Depreciated Reptacement cost Sammary	
	Summary, SAR
Plot	44,628,935
Development Cost	72,583,700
Total (Plot + Structure)	117,212,635
Depreciation	(4,147,640)
Depreciated Replacement Cost (Rounded)	113,064,995

Source: JLL

We note that the above is a high-level indicative analysis and is provided purely for the Client's internal purposes and should not be communicated or relied upon for investment purposes.

## 21 Valuation

### 21.1 Fair Value

Having regard to the foregoing, we are of the opinion that the aggregate Fair Value of the freehold interest in the Properties as at 31 December 2022 is:

### SAR 1,777,080,000

## (ONE BILLION, SEVEN HUNDRED AND SEVENTY-SEVEN MILLION, EIGHTY THOUSAND SAUDI ARABIAN RIYALS)

The aggregate Fair Value reported above is the sum of the Fair Values of each Properties and does not necessarily represent the Fair Value of the Properties if sold as a single portfolio. Please refer to Summary of Values.

## 21.2 Confidentiality and Publication

Finally, and following our standard practice, we confirm that the Report is confidential to the party to whom it is addressed for the specific purpose to which it refers. No responsibility whatsoever is accepted to any third party and neither the whole of the Report, nor any part, nor references thereto, may be published in any document, statement or circular, nor in any communication with third parties without our prior written approval of the form and context in which it will appear.

Yours faithfully

Andrei Shchetinin MRICS

Associate, Valuation Advisory MENA Taqeem Membership no. 1220002457 Yours faithfully

**Simon Brand FRICS** 

**Executive Director** 

Head of Valuation and Transaction Advisory MEA & Turkey Fellow Taqeem Membership no. 1220000635

### Property: SEDCO Capital REIT Assets

## Appendix A. General Terms of Business

#### JLL

JLL means Jones Lang LaSalle Saudi Arabia for Real Estate Valuations (CR No. 1010931286] and/or any subsidiary or holding company or company connected to Jones Lang LaSalle Saudi Arabia for Real Estate Valuations that provides any of the services under the Agreement.

### 1. When the Terms Apply

These General Terms of Business ("the Terms") apply where JLL provides a service to a client and there is no written agreement for the provision of that service or if there is, to the extent that the Terms do not conflict with the terms of that written agreement. In the case of conflict between the Terms and the terms of any written agreement, the terms of the written agreement shall prevail to the extent of the conflict. Reference in these Terms to the agreement means the written or informal agreement that incorporates these Terms ("the Agreement").

### 2. Service level

JLL is to provide the service to the specification and performance level stated in writing in the Agreement or, if none is stated, to the specification and performance levels that it ordinarily provides in accordance with JLL's duty of care as set out below. Any variations must be agreed in writing.

#### 3. What is not included

JLL has no responsibility for anything that is beyond the scope of the service so defined or if not defined anything that is beyond the scope as interpreted by JLL in its sole discretion. In particular, it has neither obligation to provide nor liability for:

- an opinion on price unless specifically instructed to carry out a valuation;
- · advice, or failure to advise, on the condition of a property unless specifically instructed to carry out a formal survey;
- the security or management of Property unless specifically instructed to arrange it;
- the safety of those visiting a property, unless that is specified in its instructions;
- estimates of construction or building costs, unless it has specifically engaged a qualified cost consultant or quantity surveyor to provide such estimates.

### 4. Duty of care and Liability

#### a. Duty of care

JLL owes to the Client a duty to act with reasonable skill and care in providing the service and complying with the Client's instructions where those instructions do not conflict with:

- the Terms, or
- the Agreement, or
- applicable law, regulations and professional rules. JLL is not obliged to carry out any instructions of the Client which conflict with the applicable law, regulations and professional rules.

#### b. Liability to the Client

JLL has no liability for the consequences, including delay in or failure to provide the services, of any failure by the Client or any agent of the Client:

- to promptly provide information, documentation and/or any other material that JLL reasonably requires at any given time, or where that information, documentation or material provided is inaccurate, misleading or incomplete. The client warrants that, where it provides information, documentation or material to JLL, JLL is entitled to rely on its accuracy.
- to follow JLL's advice or recommendations.

The liability of JLL in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise howsoever caused arising out of or in connection with the provision of services or otherwise under the Agreement is not limited for fraud or where its gross negligence causes death or personal injury, but otherwise its liability:

- is excluded to the extent that the Client or someone on the Client's behalf for whom JLL is not responsible is responsible;
- is excluded if caused by circumstances beyond JLL's reasonable control;
- excludes indirect, special and consequential losses;
- (where JLL is but one of the parties liable) is limited to the share of loss reasonably attributable to JLL on the assumption that all other parties pay the share of loss attributable to them (whether or not they do); and
- In any event and in recognition of the relative risks and benefits of the project to both the Client and JLL, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of JLL to the Client for

any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of JLL to the Client shall not exceed and is limited to the professional fees received by JLL from the Client.

Apart from fraud or criminal conduct, no employee of the JLL group of companies has any personal liability to the Client and neither the Client nor anyone representing the Client may make a claim or bring proceedings against an employee or former employee personally

#### c. Liability to third parties

JLL owes no duty of care and has no liability to anyone but its Client, unless specifically agreed in writing by JLL. No third party is intended to have any rights under the Agreement unless agreed in writing.

#### d. Liability for others

JLL has no liability for products or services that it reasonably needs to obtain from others in order to provide the service.

#### e. **Delegation**

JLL may delegate to a third party the provision of the service, or part of it, only where this is reasonable but remains liable for what the third party does unless the Client agrees to rely only on the third party (and the Client must not unreasonably withhold that agreement). If delegation is at the Client's specific request, JLL is not liable for what the third party does or does not do.

The Client shall effect and maintain adequate property and public liability insurance and general third party liability insurance providing coverage for bodily injury and property damage which will either include JLL as a joint insured or a waiver of the insurer's subrogation rights against JLL, its employees or delegates.

#### f. Liability to JLL

The Client agrees to indemnify JLL against all third party (including any insurer of the Client) claims (including without limitation all third party actions, claims, proceedings, loss, damages, costs and expenses) ("Claims")

- · for which the Client has agreed to insure under the Agreement;
- that relate in any way to the provision of the service except a Claim that a court of competent jurisdiction decides or JLL acknowledges (whether or not it admits liability) was caused by the fraud, wilful default, material breach of contract or gross negligence of JLL or of a delegate for whom JLL is responsible under the Terms.

#### 5. Delivering the service

#### a. Timetable

JLL is to use reasonable endeavours to comply with the Client's timetable but is not responsible for not doing so unless specifically agreed in writing. Even then, JLL is not liable for delay that is beyond its control.

#### b. Intellectual Property

Unless otherwise agreed in writing all intellectual property rights:

- in material supplied by the Client belong to the Client.
- in material prepared by JLL belong to JLL.

Each has a non-exclusive right to use the material provided for the purposes for which it is supplied or prepared. No third party has any right to use it without the specific consent of the owner.

#### c. Confidential material

Each party must keep confidential all confidential information and material of commercial value to the other party of which it becomes aware but it may:

- use it to the extent reasonably required in providing the service;
- · disclose it if the other party agrees;
- disclose it if required to do so by law, regulation or other competent authority.

This obligation continues for a period of two (2) years after termination of the Agreement. After this period JLL may destroy any papers or information it retained without having to provide the Client with an advance notice. Equally JLL may retain any information it must to comply with any regulation of legislation applicable to the international JLL group of companies.

#### 6. Remuneration and Payment

#### a. Fees and Taxes

Where the fees and expenses payable for the service, or for additional or extended services requested by the Client are not specified in writing, JLL is entitled to the fee specified by the RICS or other applicable professional body or, if none is specified, to a fair and reasonable fee by reference to time spent and reimbursement of expenses properly incurred on the Client's behalf. Where the service is not performed in full JLL is entitled to a reasonable fee proportionate to the service provided as estimated by JLL.

Unless specified in writing to the contrary, the Client must pay any additional applicable tax as will be added to such fees invoiced to the Client.

#### b. VAT

**VAT and/or similar taxes** – Including without limitation value added tax, goods and service tax, sales tax or any similar tax as applicable to the Agreement and the supplementary documentation issued thereunder, including but not limited to invoices, credit notes, debit notes and similar, in accordance with the prevailing laws of the KSA, including any transitional VAT legislative provisions, as enacted and as amended from time to time.

**Tax Authority** – The designated government agency that is responsible for managing, collecting and enforcing the relevant tax or any similar competent authority and relevant ministry under which it operates. General Authority for Zakat and Tax in KSA.

- To the extent that the goods and services provided under the Agreement are subject to VAT, JLL shall add VAT to the fee at
  the prevailing rate as applicable. Where appropriate JLL shall apply any VAT exemption or Subject the supply to zero-rated
  VAT, whichever may be applicable.
- 2. The VAT for such supply will be calculated as follows:

AxR

Where:

A is the fee payable for the supply; and

R is the applicable rate of VAT.

- 3. The Client shall indemnify and hold JLL harmless from and against any and all costs of whatever nature and howsoever caused arising as a result of the Client's failure to pay to JLL the amount of VAT shown on the VAT invoice in accordance with the payment terms set out thereon.
- 4. The Client shall pay the fee plus VAT to JLL following receipt of a valid tax invoice in accordance with the prevailing VAT Law.
- 5. The Client shall not be responsible for any such taxes or VAT that relate to any purchases by JLL or subcontractors or its other suppliers.
- 6. For the avoidance of doubt, it shall at all times remain the sole responsibility of JLL to:
  - a. Assess the VAT rate(s) and VAT liability arising out of or in connection with the Agreement; and
  - b. Account for or pay any VAT (and any other tax liability) relating to payments received by JLL under the Agreement to the relevant Tax Authority.
- 7. The Client shall not be liable to JLL in any way whatsoever for any error or failure by JLL (or the Client) in relation to VAT, including without limit:
  - a. Where JLL is subject to a VAT ruling(s), determination, announcement or generally accepted practice in connection with the Agreement.
  - b. Where JLL has assumed that it can recover input VAT and (for whatever reason) and this assumption is subsequently held to be incorrect or invalid; and/or
  - c. Where JLL treatment of VAT in respect of any claim for payment received under the Agreement is subsequently held to be incorrect or invalid

### c. Payment timeframe

If a duly rendered invoice is not paid in full within the timeframe in the Agreement, or within 30 days if no timeframe is so agreed, JLL will be entitled to suspend work on the assignment where any invoice is outstanding beyond the agreed timeframe for payment.

JLL is entitled to postpone the start of or suspend work on an assignment until its initial payment has been received as stated in the Agreement.

#### 7. Communication

The Client will appoint for the purpose of this Agreement a representative who will act as liaison and contact person with JLL.

JLL may use electronic communication and systems to provide services, making available to the Client any software required that is not generally available.

A notice is valid if in writing addressed to the last known address of the addressee and is to be treated as served:

- when delivered, if delivered by hand or through a Notary Public of the Client's jurisdiction (if that is during normal business hours) otherwise when business hours next commence;
- two business days after posting, if posted by recorded delivery;
- when actually received, if sent by ordinary mail or fax;

Notice may not be given by electronic mail.

#### 8. Estimates, Valuations and Financial models

The Client acknowledges that unless specified as such in the Agreement and in reports or deliverables prepared by JLL, any financial estimates relating to real estate interests or assets are not opinions of value and may not be construed as valuations.

Where valuations are provided by JLL in accordance with the Agreement, such valuations are based on information reasonably available to JLL at the time of the Valuation and its knowledge of the market. JLL will use reasonable skill and care in providing any valuations but the Client acknowledges that the valuations are estimates only and the Client further acknowledges that market conditions and assumptions may change and reliance on valuations will be at its own risk. All such valuations are prepared in accordance with the terms, conditions and limitations specified in the valuation report.

Financial estimates, cash flow models and valuations may be prepared using business models and software that are the sole Property of JLL. JLL has no obligation to share with the Client its proprietary models.

#### 9. Termination

#### a. Termination

The Client or JLL may terminate the Agreement immediately by notice to the other if the other:

- has not satisfactorily rectified a substantial or persistent breach of the Agreement within the reasonable period as specified in an earlier notice to rectify it;
- is insolvent according to the laws of its country of incorporation.

#### b. Effect of termination on claims

Termination of the Agreement does not affect any claims that arise before termination or the entitlement of JLL to its proper fees (pro-rata i.e total fee divided by the total number of days in the agreed programme/schedule payable for the duration of programme) up to the date of termination or to be reimbursed its expenses.

In the event that the assignment is suspended or terminated by reasons outside the direct control of JLL, it shall be entitled to retain in full all payments made or due at the date of suspension or termination, including any initial payment.

#### 10. Compliance

The Client is aware of JLL's obligation to comply with prevailing anti-corruption rules, such as but not limited to the US Foreign Corrupt Practices Act ("FCPA") and anti-money laundering provisions relevant to the contracting parties and the Client therefore warrants that it will not use money or any other consideration paid by JLL for unlawful purposes, including purposes violating anti-corruption laws, such as make or cause to be made direct or indirect payments to any government official in order to assist JLL or any of its subsidiaries, affiliates, holding-companies or anyone acting on their behalf, in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage. In addition the Client warrants that it is not aware of any (potential) breach of any relevant prevailing anti-money laundering provision.

The Client declares and warrants that:

- its members, officers and employees are not a government official(s) and does not and will not employ or otherwise compensate or offer to compensate any government officials, or make or cause another to make any direct or indirect offers or payments to any government officials, for the purpose of influencing or inducing any decision for the benefit of JLL.
- it will not employ any sub-contractor, consultant, agent or representative in connection with the Agreement without a thorough documented examination of his person, reputation and integrity.
- it will not employ any subcontractor, consultant, agent or representative who does not comply with the prevailing anticorruption rules and in case any such violation comes to its attention it informs JLL immediately.
- it shall not make any payment (including any offer to pay, promise to pay or gift of money or anything else of value) to any JLL employee in connection with the solicitation or award of any services.
- any payments client shall make to third parties related to any services related to the Agreement shall be supported by written, detailed invoices.
- JLL may immediately terminate the Agreement if the Client violates any of the prevailing anti-corruption laws and/or the provisions defined in this compliance clause.

Civil servants, government employees and officials can provide certain services to JLL if the provision of such services does not violate the conflict of interest provisions of the laws governing their position or does not involve the use of their official position to assist JLL in obtaining or retaining business.

Client represents, warrants and covenants the following:

- a. It is JLL policy not to violate any anti-bribery or anti-corruption laws, and we have never had a significant violation of any anti-bribery or anti-corruption laws, rules or regulations in the jurisdictions in which we operate.
- b. It is JLL policy not to violate any anti-money laundering (AML) laws, and JLL has never had a significant violation of any applicable AML laws in the jurisdictions in which we operate.
- c. JLL has not been the Subject of any government indictment, nor has JLL had any fines, penalties or settlement agreements with any government agency in the past 5 years that resulted in material financial costs to JLL's company or affected its ability to conduct business operations.
- d. It is JLL policy to conduct the business ethically, and to uphold standards of fair business dealings, competition, and customer privacy.

- e. It is JLL policy to uphold standards of equal opportunity and anti-discrimination. JLL has never had a discrimination claim that involved a significant percentage of its employees or resulted in significant fines, penalties, or settlement amounts.
- f. (i) It is JLL policy to support and respect the protection of human rights; (ii) JLL does not use, or engage in, any of the following: forced or compulsory labour, child labour, physical abuse, withholding of identity papers, or retaliation in any form; (iii) JLL has satisfactory labour relations, including with respect to working hours, wages, benefits and humane treatment; (iv) JLL and its officers, employees, agents and subcontractors comply with all applicable anti-slavery and anti-human trafficking laws including, without limitation, the Modern Slavery Act 2015 and have not engaged in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; (v) Neither JLL nor its officers, employees, agents or subcontractors have been investigated for, or convicted of, slavery-related or human trafficking-related offences; (vi) JLL has in place adequate due diligence procedures for the operations as well as for the suppliers, subcontractors and other participants in the supply chains, to ensure that there is no slavery or human trafficking in JLL supply chains; (vii) JLL does not engage any third-party including recruiting agency that engages in modern slavery and will require the supply chain to contractually agree to the same.
- g. It is JLL policy to provide a safe and healthy work environment to its employees, and JLL has a health and safety program that is appropriate for the services. JLL has not had a violation of any health or safety laws, rules or regulations in the jurisdictions within which JLL operate in the past 5 years that resulted in a significant financial cost to JLL's company or affected the ability to conduct business operations.
- h. It is JLL policy to uphold principals of environmental responsibility, and in its operations, JLL seeks to minimise adverse effects on the community, environment, and natural resources. JLL has not had a violation of any environmental laws, rules or regulations in the past 5 years that resulted in a material financial cost to JLL's company or affected its ability to conduct business operations.

Client shall notify JLL's Legal Department at Andrew.Hatherly@jll.com if it has any exceptions to the above representations, warranties and covenants, cc'ing its business contact at JLL, stating "EMEA Client Ethics Compliance" as the Subject heading of the email. Client shall notify JLL as soon as it becomes aware of any actual or suspected slavery or human trafficking in its own operations or supply chain. Client shall maintain a complete set of records to trace the supply chain of all goods and services provided under this Agreement and make available such records for audit and inspection. JLL may terminate this Agreement with immediate effect by giving written notice to Client if Client commits a breach of the representations, warranties and/or covenants in clause 9.

#### 11. Miscellaneous

### a. Waiver

Failure to enforce any of the Terms is not a waiver of any right to subsequently enforce that or any other term of the Agreement.

#### b. Severability

The invalidity, illegality and unenforceability in whole or in part of any of the provisions of the Agreement shall not affect the validity, legality or enforceability of its remaining provisions which shall remain in full force and effect.

#### c. Governing law/Arbitration

The Agreement shall be governed by, construed and interpreted in accordance with the laws in force in the laws of Kingdom of Saudi Arabia.

This Agreement shall be governed by, and construed in accordance with, the laws of the Kingdom of Saudi Arabia. Any disputes or conflicts arising between the Parties in relation to this Agreement shall be referred to arbitration to be conducted in accordance with the rules of the Saudi Center for Commercial Arbitration (SCCA). Arbitration shall be held in Riyadh, Kingdom of Saudi Arabia and shall be conducted in English by one (1) arbitrator. An award rendered by the arbitrators shall be final and binding on the parties, their successors and assigns. Such award shall not be subject to appeal to any other court or body and the parties shall forthwith give it full effect.

The Parties hereby agree and accept that nothing in this clause limits the right of JLL to bring proceedings, including third party proceedings, in the competent Courts of Riyadh, against the Client for all disputes or conflicts among them arising out of, connected with, related to, or incidental to the claims related to delay and/or default in payment by the Client.

#### d. Assignment and Novation

- JLL and the Client each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of the other party in respect of all covenants and obligations of this Agreement.
- JLL may assign, novate, sublet or transfer any right or obligation under the Agreement without the written consent of the Client. The Client shall not assign, novate, sublet or transfer any right or obligation under the Agreement without a prior written consent from JLL which consent shall not be unreasonably withheld or delayed.
- Sub-consultancy: Nothing contained in this clause shall prevent JLL from employing within its fee such persons or companies as it may deem appropriate to assist it in the performance of the Agreement. JLL shall subcontract any part of the services to a sub-consultant without the prior approval of the Client. Where the Client has required JLL to appoint

selected consultants as the JLL's sub-consultants, fees owed to those sub-consultants shall be due to JLL in addition to the JLL's own fees.

#### e. Non-competition

The Client herein commits not to recruit or seek to recruit to join the client or any related company any JLL employees directly or indirectly involved in this assignment within a period of twenty-four (24) months from the date of payment of the final invoice. If the Client breaches this provision then the Client agrees to pay JLL a sum equivalent to six (6) months of the total remuneration of such employee based on his salary prevailing at the time of the breach.

#### f. No partnership

Nothing contained in the Agreement shall be construed as creating a partnership or joint venture between any of the Parties to the Agreement.

#### g. Corporate power

Each of the parties hereby represents and warrants to the other as follows:

- that it is duly established and is validly existing under the laws of its incorporation;
- that it has full corporate power and has taken on all corporate acts to enable it to effectively enter into and perform its obligations under the Agreement.

#### h. Force Majeure

It is agreed that the obligations of both parties herein will be affected by an event of Force Majeure including but not limited to, civil disturbances, riots, strikes, act of God, war, epidemic and/ or pandemic, governmental decisions or any other acts of a similar nature which is beyond the control of either party, to be sufficient excuse for delay and non-performance traceable to any of these causes.

In the event either party is unable to perform its obligations under the terms of this Agreement because of a Force Majeure event (including but not limited to coronavirus disease), damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other party for any damages resulting from such failure to perform, or otherwise from such causes. JLL shall be entitled to an extension of time under this Agreement if there is a delay in provision of the Services which form part of this Agreement. client agrees to pay JLL for all unpaid and undisputed fees, charges due, costs associated with this Force Majeure event and reimbursable expenses accrued.

#### i. Change in Law

JLL shall be entitled to reimbursement of any cost and the fee shall be adjusted, to take account of any increase or decrease in fee resulting from a change in an Applicable Law (including the introduction of a new Applicable Law and the repeal or modification of an existing Applicable Law) or in a judicial or official governmental interpretation of such Applicable Laws implemented, enacted, notified and/or released before or after the date of signature of the Agreement, or which require a change in the manner of Service performance. For the purposes for this Contract, Applicable Law shall mean means any decree, resolution, statute, act, order, rule, ordinance, law (by-law), decision, code, regulation (including any implementing regulation), license, treaty or directive (to the extent having the force of law) as enacted, introduced or promulgated in the Kingdom, including any amendments, modifications, replacements or re-enactments thereof.

#### j. Conflict of Interest

If JLL becomes aware of a conflict of interest it will advise the Client promptly and recommend an appropriate course of action.

#### k. Binding documents

The engagement letter or agreement instructing JLL as well as the preamble and its attachments, including the Terms form an integral and indivisible part of the Agreement. No amendment to the Agreement shall be valid unless executed in writing and signed by both the parties hereto. Neither party hereto may assign its interest hereunder without the prior written consent of the other party hereto. Words importing the singular number include the plural and vice versa. The obligations of each party shall be binding upon its heirs and assigns. The parties hereto hereby agree and undertake to take all such steps as may be necessary to give effect to the provisions contained in the Agreement.

#### l. Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the Services and supersedes all prior negotiations, representations or agreements related to the Agreement, either written or oral. No amendments to this Agreement shall be effective unless evidenced in writing and signed by the Parties to this Agreement.

# Appendix B. General Principles

#### **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 be in conflict with other contractual arrangements.

#### 1. Saudi Authority for Accredited Valuers (Tageem)

All work is carried out in accordance with the Saudi Authority for Accredited Valuers (Taqeem) and the International Valuation Standards ("IVS") published by the International Valuation Standards Committee ("IVSC") and the RICS Valuation-Global Standards, by valuers who conform to the requirements thereof. Our valuations may be subject to monitoring by these entities. The valuations are undertaken by currently Registered RICS Valuers and appropriately qualified Taqeem valuers.

#### 2. Valuation Basis

Our reports state the purpose of the Valuation and, unless otherwise noted, the basis of Valuation is as defined in the "the Red Book". The full definition of the basis, which we have adopted, is either set out in our Report or appended to these General Principles.

### 3. Assumptions and Special Assumptions

Where we make an 'assumption' or 'special assumption' in arriving at our valuations, we define these terms in accordance with the "IVS" as follows:

These types of assumptions generally fall into one of two categories:

- a) assumed facts that are consistent with, or could be consistent with, those existing at the date of Valuation ("Assumption"), and
- b) assumed facts that differ from those existing at the date of Valuation ("Special Assumption").

All assumptions and special assumptions must be reasonable under the circumstances, be supported by evidence, and be relevant having regard to the purpose for which the Valuation is required.

We will not take steps to verify any assumptions.

#### 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 as if free and clear of all mortgages or other charges, which may be secured thereon. However, we take into account purchaser's costs in investment valuations in accordance with market conventions.

No allowance is made for the possible impact of potential legislation which is under consideration. Valuations are prepared and expressed exclusive of VAT payments, unless otherwise stated.

#### 5. Sources of Information

Where we have been provided with information by the Client, or its agents, we assume that it is correct and complete and is up to date and can be relied upon. We assume that no information that has a material effect on our valuations has been withheld.

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 have similarly assumed that all information is correct, complete, up-to-date and can be relied upon and that no pertinent information has been withheld.

#### 6. Title and Tenancy Information

We do not normally read leases or documents of 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 have been provided with documentation we recommend that reliance should not be placed on our interpretation without verification by your lawyers. We have assumed 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 i.e. the markets general perception of their creditworthiness, enquiries as to the financial standing of actual or prospective tenants are not normally made unless specifically requested. Where properties are valued with the benefit of lettings, it is therefore assumed, unless we are informed otherwise, that 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

All measurement is carried out in accordance with either the International Property Measurement Standards (IPMS) or 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. 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 used by other parties without our written authorisation.

Where floor areas have been provided to us, we have relied upon these and have assumed that they have been properly measured in accordance with the International Property Measurement Standards (IPMS) or the Code of Measuring Practice referred to above.

#### 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. Estimated Rental Values

Our assessment of rental values is formed purely for the purposes of assisting in the formation of an opinion of capital value and is generally on the basis of Market Rent, as defined in the IVS. Where circumstances dictate that it is necessary to utilise a different rental value in our capital valuation, we will generally set out the reasons for this in our Report. Such a figure 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 Planning, Acts of Parliament and Other Statutory Regulations

Information on town planning is, wherever possible, obtained either verbally from local planning authority officers or publicly available electronic or other sources. It is obtained 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;
- 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 regulations, including fire regulations, access and use by disabled persons, control and remedial measures for asbestos in the workplace and any applicable bye laws.

#### 12. Structural Surveys

Unless expressly instructed, we do not carry out a structural survey, nor do we test the services and we, therefore, do not give any assurance that any property is free from defect. We seek to reflect in our valuations any readily apparent defects or items of disrepair, which we note during our inspection, or costs of repair which are brought to our attention. 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.

#### 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 they are, or are intended to be, put; nor do we undertake archaeological, ecological or environmental surveys. Unless we are otherwise informed, our valuations are 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 is and will continue to be available on commercially acceptable terms. In particular, we will have regard to the following:

#### **Composite Panels**

Insurance cover, for buildings incorporating certain types of composite panel may only be available Subject to limitation, for additional premium, or unavailable. Information as to the type of panel used is not normally available. Accordingly, our opinions of value make no allowance for the risk that insurance cover for any property may not be available, or may only be available on onerous terms.

#### Terrorism

Our valuations have been made on the basis that the properties are insured against risks of loss or damage including damage caused by acts of Terrorism.

#### Flood and Rising Water Table

Our valuations have been made on the assumption that the properties are insured against damage by flood and rising water table. Unless stated to the contrary our opinions of value make no allowance for the risk that insurance cover for any property may not be available, or may only be available on onerous 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. In the absence of any particular statements in our Report the following provides a generic summary of our approach.

The majority of institutional portfolios comprise income producing properties. We usually value such properties adopting the investment approach where we apply 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 or a risk thereto of irrecoverable costs, including those of achieving a letting, an allowance is reflected in the Valuation.

Vacant buildings, in addition to the above methodology, may also be valued and analysed on a comparison method with other capital value transactions where applicable.

Where land is held for development we adopt the comparison method when there is good evidence, and/or the residual method, particularly on more complex and bespoke proposals.

There are situations in valuations for accounts where we include in our valuation properties which are owner-occupied. These are valued on the basis of existing use value, thereby assuming the premises are vacant and will be required for the continuance of the existing business. Such valuations ignore any higher value that might exist from an alternative use.

#### 20. Capital Expenditure Requirement

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

#### 21. Goodwill, Fixtures and Fittings

Unless otherwise stated our Valuation excludes 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 has been 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 has been reflected and any consequence of marketing a range of individual properties together has also not been reflected in our valuations. However, if adjoining or complimentary properties might achieve a higher value by being marketed together (known as "prudent lotting"), we have reported the higher value that would emerge.

#### 26. 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. All rights are reserved.

# Appendix C. Fair Value

7.1. Definitions and Interpretive Commentary reproduced from the RICS Valuation – Global Standards January 2022, VPS 4 and IVS with an effective date of 31 January 2022.

Fair value (the definition adopted by the International Accounting Standards Board (IASB) in IFRS 13) is:

'The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.'

- 7.2. The guidance in IFRS 13 includes an overview of the fair value measurement approach.
- 7.3. The objective of a fair value measurement is to estimate the price at which an orderly transaction to sell the asset or to transfer the liability would take place between market participants at the measurement date under current market conditions. It is thus sometimes described as a 'mark to market' approach. Indeed the references in IFRS 13 to market participants and a sale make it clear that for most practical purposes the concept of fair value is consistent with that of market value, and so there would ordinarily be no difference between them in terms of the valuation figure reported.
- 7.4. A fair value measurement requires an entity to determine all of the following:
  - the particular asset or liability that is the Subject of the measurement (consistently with its unit of account)
  - for a non-financial asset, the valuation premise that is appropriate for the measurement (consistently with its highest and best use)
  - the principal (or most advantageous) market for the asset or liability
  - the valuation technique(s) appropriate for the measurement, considering the availability of data with which to develop inputs that represent the assumptions that market participants would use when pricing the asset or liability and the level of the fair value hierarchy within which the inputs are categorised.
- 7.5. Valuers undertaking valuations for inclusion in financial statements should familiarise themselves with the relevant requirements see also VPGA 1.

# Appendix D. Taqeem IDs







# Appendix E. Received from Client documents

# Al Hayat Tower Apartments Hotel, Riyadh - Building Permit:



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مع رص مربسنه طل ترص	لعرقه مد فهضات له	لا مراء تندي	ملاحظات: تنبيم/ هذا
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### Al Hayat Tower Apartments Hotel, Riyadh - Title Deed:





المات العرف المنظون ا

كابترالعدل الاولى بالرياض

# THE RESERVE THE PROPERTY OF THE PERSON NAMED IN COLUMN 1

الرقم : ۱۹۶۳ و ۱۹۹۹ م التاريخ : ۱۹۶۷ / ۱۹۶۱ هـ

# صك رهن وتملك عقار

الحمد فله وحده والصبلاة والسلام على من لا نبي بعده، وبعد:

فإن البلك رقم ٩ من المُخطِّط رقم ١٣٧٦ الواقع ﴿ حَيَّ الْعَدْرِ بِمَدِينَةَ الرِّياضَ . وحدودها وأطوالها كالتّالي:

شمالاً: شارع عرض ۱۰م بطول (٤٦) سنة و اربعون متر

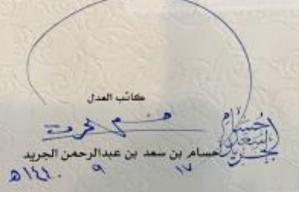
جنوباً: شارع عرض ۲۰ مر يطول: (۵۲٬۹۵) ثلاثة و خمسون متر و خمسة و ستون سنتمتر

شرقاً: شارع عرض ۱۹ م بطول: (۳۰) ثلاثون متر

غرباً: ارض فضاء بطول (٢٠,٩٦) ثلاثون متر و ستة و تسعون سنتمثر

ومساحثها : ( ١,٤٩٤,٧٥) ألف و أربعمائة و أربعة و تسعون مثر مربعاً و خمسة و سبعون سنتمثراً مربعاً فقط والمقامر عليها عماره

المعلوكة لـ الشركة السعودية للاقتصاد والتنعية للصناديق العقارية بموجب سجل تجاري رقم ١٤٣٧ - ٤٠٣٠ وتنتهي ع ٢٣ / ٥ / ١٤٣١ هـ بالصلك الصادر من هذه الإدارة برقم ٢١٠١١١٠ ٢٤١٢ ع. ١ ١٤٣١ هـ قد تم رهنها وما أقيم أو سيقام عليها من بناء لصالح أ شركةالراجحي المصرفية للاستثمار بموجب سجل تجاري رقم ٩٦ . ١٠١٠٠٠ في ١٠٢٠ / ١٠١٠ م ١٣٧١ و المرابع عقد التسهيلات المجاز من الهيئة الشرعية رقم ١٨٠٩٦ وتاريخ ٢١/١٠ / ١٩٣١ه على أن يتم سداد المديونية على دفعة واحدة بعد ٥ سنوات من تاريخ التنفيذ لعملية البيع الاجل بالاضافة ال سداد الأرباح على شكل أقساط ربع سنوية عددها ٢٠ قسط تدفع في ٣١ / ٢٠ ، ١٠ / ٢٠ ، ١٠ / ٢٠ ، ١٠ و ٢٠ / ١١ من كل عام ميلادي وقيمة كل قسط ١٩٩٧٧ ريال وفي حال عدم السداد يتم بيع العقار وفق نظام وفي حالة عدم السداد فللمرتهن بيع العقار بالقيمة التي تنتهي عندها الرغبات واستيفاء مائي دمة الراهن من مبلغ وما نقص يرجع فيه عليه بعد اكمال مابلزم شرعاً وعليه جرى التصديق تحريراً في ١٤ / ١٠ / ١٠ هـ وصلى الله على نبينا محمد وآله وصحبه وسلم





# Al Jazeera Residential Compound, Riyadh – Building Permit:

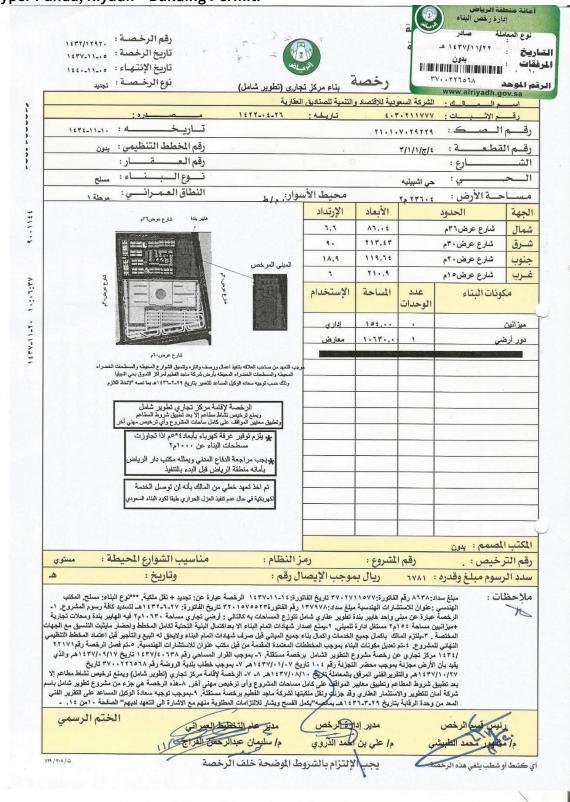
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المجهدة الأرض: ١٠٠٨   ١٠٠٨   محيط الأسوار: ١٠٠١   ١٠٠٨   النطاق العصرائي: مرحدة المحيد المجهدة المجهدة المجاوزة المراح المحيد ا	الجهوة الأوض : ١٠٠٥ م. معيط الأسوار : ١٠٠٥ م. التطاق العصرائي : مدن ا الجهوة اللهجوة الأبعاد الإرتداد الإرتداد المبعل الشرع عرض ١٠ ١١٠ ١١٠ ١١٠ ١١٠ م. المبعل الشرع عرض ١٠ ١١٠ ١١٠ ١١٠ م. المبعل الشرع عرض ١٠ ١١٠ ١١٠ م. المبعد الشرع عرض ١٠ ١١٠ ١١٠ م. المبعد	العـــــقــــار :	رقم ا				ارع :	الـشـــا
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عصرب شرع عرض ۱۰ ۱۰۷۰ ترفهی عدد المساحة الإستخدام الوحدات المساحة الإستخدام الوحدات المساحة الإستخدام الوحدات المساحة المراض ۲۱۰۷۰ کس الور ارض ۲۱۰۷۰ کس الوستخی ۱۰۰۰۰ کس الوستخی ۱۰۰۰۰ کس الوستخی المراض ۱۰۰۰۰ کست السوار المحیطة ۱۰۰۰۰ کست السوار المحیط ۱۰۰۰۰ کست المحیط المحیط ۱۱۰۰۰ کست المحیط الم	عدد المساحة الإستخدام مكونات البناء الوحدات عدد المساحة الإستخدام مكونات البناء الوحدات المساحة الإستخدام الوحدات المساحة الإستخدام المستخرون المساحة المساحة المساحة المساحة المستخرون المستخروب الإيصال وقم: مناسيب الشوارع المحيطة: مستخرون المستخرون المستخروب الإيصال وقم: مناسيب الشوارع المحيطة: المستخروب الإيصال وقم: مناسيب الشوارع المحيطة: المستخروب الإيصال وقم: مناسيب الشوارع المستخروب الإيصال وقم: مناسيب المستخروب المستخروب الإيصال وقم: مناسيب المستخروب المستخرب المستخروب المستخروب المستخروب المستخروب المستخروب المستخروب المست			t	٧.٧		شنرع عرض ۲۰	شرق
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قبر ۱۲۰۰۰ ترقیهی و المستخر المناسب المستخر المناسب الشواع المعیطة : سنتو المناسب المناسب الشواع المعیطة : سنتو المناسب المن	قبر ۲۸۰۰۰ ترونس ۲۱ ۲۰۰۰۰ سخن براده اول سخن ۱۲۰۰۰۰ سخن الوسطة: مناسب الشواع المعيطة: سنتو روش المعام			۲	1.4		شارع عرض ١٠	غسرب
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سند الرسوم مبلغ وقدره: ١٠١٥ ريال بموجب الإيصال رقم: ١٣٩٩/٥١ وتاريخ ١٢٩٠٠/١١.  الحظات: ١- اعلى الرخصة بعدجب الرخصة السابقة رقم (١٠٧٠) وتاريخ ١٣٩٩-١٠٩١٨.  المحظات: ١- اعلى الرخصة بعديب الرخصة السابقة المرعة رقم (١٠٢٠/١٠٤) وتاريخ ١٣٩٥-١٠٨١ المركة ال	سدد الرسوم مبلغ والدرد: ٢٧٨ ريال بموجب الإيصال رقم: ١٤٢٩ م، وتاريخ: ٢٠١١ ١٤٢٩ مالحظات: ١- اعلى الرخصة بما بيب الرخصة المابقة رقم ( ٢٨٠٠) وتاريخ ٢٠١٠ ١٣٩٩ م. ٢- بعوجب محضر اللبنة اللغية رقم ( ١٥١١ وتاريخ ٢٠١٠ ١٤٣٨ م. ٢- اعلى الموافقة على النوسعة لمبئى سكني غدمي بعوجب توجيه سعو أمين منطقة الرياض على العرض المرفوع لسعوه بتاريخ ١- احكم الموافقة على النوسعة لمبئى سكني غدمي بعوجب توجيه سعو أمين منطقة الرياض على العرض المرفوع لسعوه بتاريخ ١- الرخصة تشمل الإيصال المالي ( ١٨٨٨ ١٤٢٩ ١٨ ١٥ ) وتاريخ ٢٠ - ٢٠ - ١١٤٢٩ م. ومعمود الخمي بنوجي نوجيه مدير عام التخطيط المعراقي الخميم الرسمي مدير عام التخطيط المعراقي الخميم الرسمي مدير عام التخطيط المعراقي الخميم المدين أن نحمد التروي من مدير عام التخطيط المعراقي الخميم المدين	ب الشوارع المحيطة : ستو	ئام: مناسي					
ملاحظات: ١- إعطي الرخصة بعد جب الرخصة المعابقة رقم ( ٨٧٠ ) و تاريخ ١٣٩٩.٧-١٨. ٢- بعوجب محضر اللجنة الفتية رقم ( ١ ه ٤) وتاريخ ٢٠١٠١٠ ١٠ ١٠ ١٠ ١٠ ١٠ ١٠ ١٠ ١٠ ١٠ ١٠ ١٠ ١	ملاحظات: ١- اعلى الرخصة بعدجب الرخصة السابقة رقم ( ١٩٧٠) وتاريخ ١٣٩٩.٧-١١ هـ. ٢- بعوجب محضر اللجنة القنية رقم ( ١٩١١) وتاريخ ١٩٢٨-١١٠١ هـ. ٢- اعلى الموافقة بعوجب خطاب البلغة المرعية رقم ( ١٩٠١/١١) وتاريخ ٢٠-١١٠١ ه. ٤- اعلى الموافقة على التوسعة لعبني سكني خدمي بعوجب توجيه سعو أمين منطقة الرياض على العرض المرفوع لسعوه بناريخ ١٠-١١٠١١ ه. ١- الرخصة تشمل الايصال العالي ( ١٩٨١ ١١٠٥ ١١٥ ) وتاريخ ٢٢- ٢٠-١١١ ه							_
م/ على إن نعد التروي - م أكسابة أبر الهيم المحيا م. على صالح الأباتى	م/ علي إن نعد التروي - م كسابط ابر الديم المحديا م. على صابح الأباني	ن العرض العرفوع لمسوه بناويخ	) وتاريخ ۲۲-۱۱-۱۹ هـ. يه سعو أمين منطقة الرياض طر ۲-۱۹:۱۹ هـ - *******	ا وتاریخ ۲۰۱۳-۴ ۱ د نرعیهٔ رقم (۲۰۱۱) نکنی خدمی یموجب توج	نتية رقم ( ۱ ه ا طلب البلدية ال وسعة لعبتى ص	مر اللجنة الف ثة بموجب خ افقة على الن ا هر	٢- رعبي الرسط ٢- اعطي الموافظ ٤- اعطي المو ١٤- ١-١٩ ٢	ملاحظ
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	شخب با مرا با بسراده الأسب	17:01%					-	247-25-4

# Al Jazeera Residential Compound, Riyadh - Title Deed:



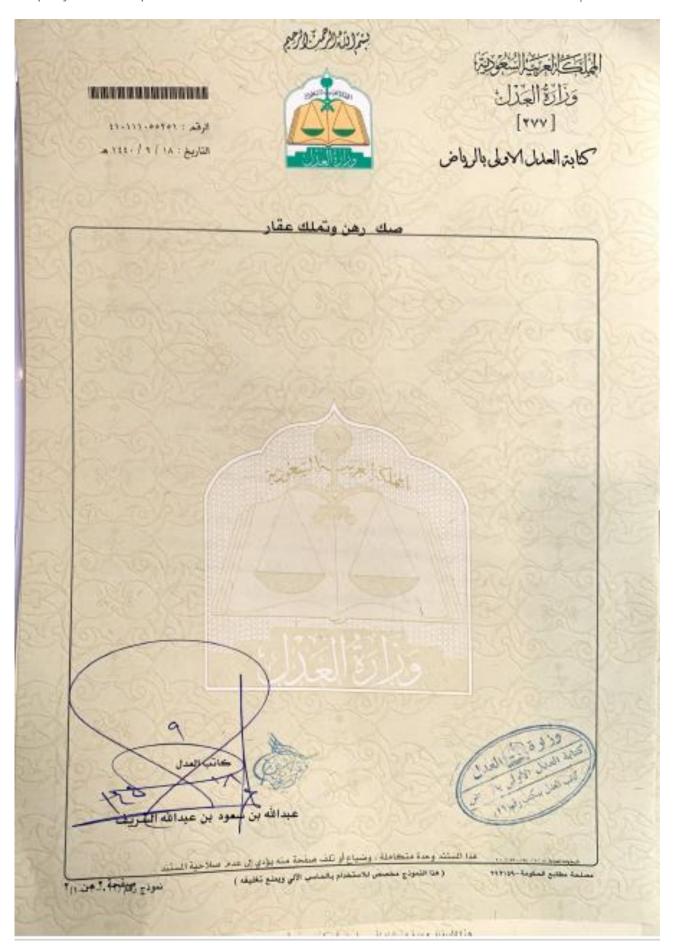


Hyper Panda, Riyadh - Building Permit:



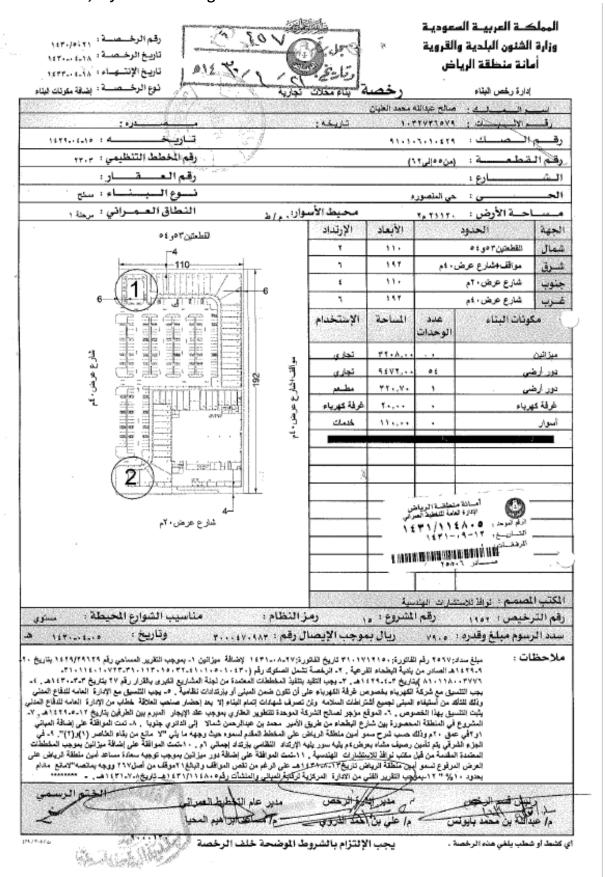
Hyper Panda, Riyadh - Title Deed:



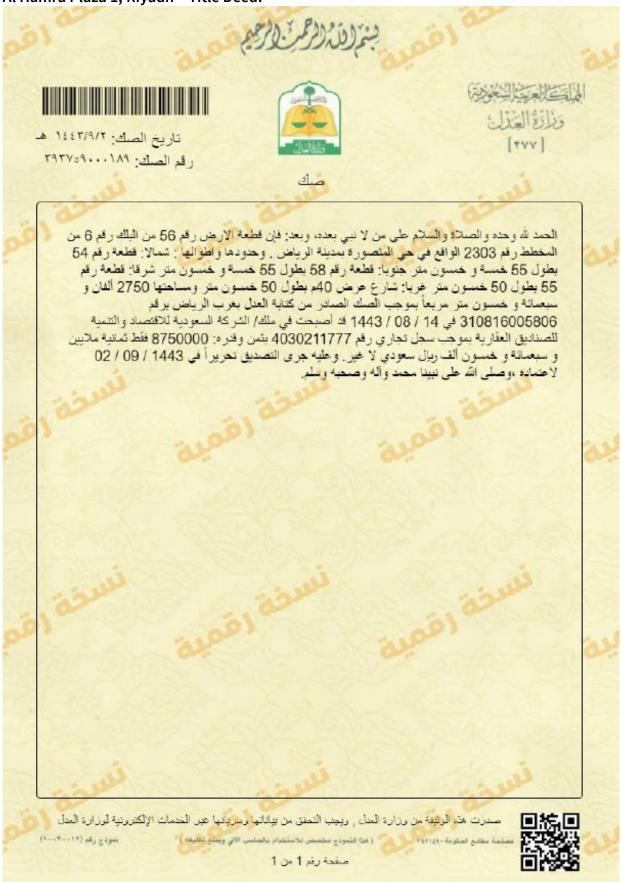




# Al Hamra Plaza, Riyadh - Building Permit:



# Al Hamra Plaza 1, Riyadh - Title Deed:

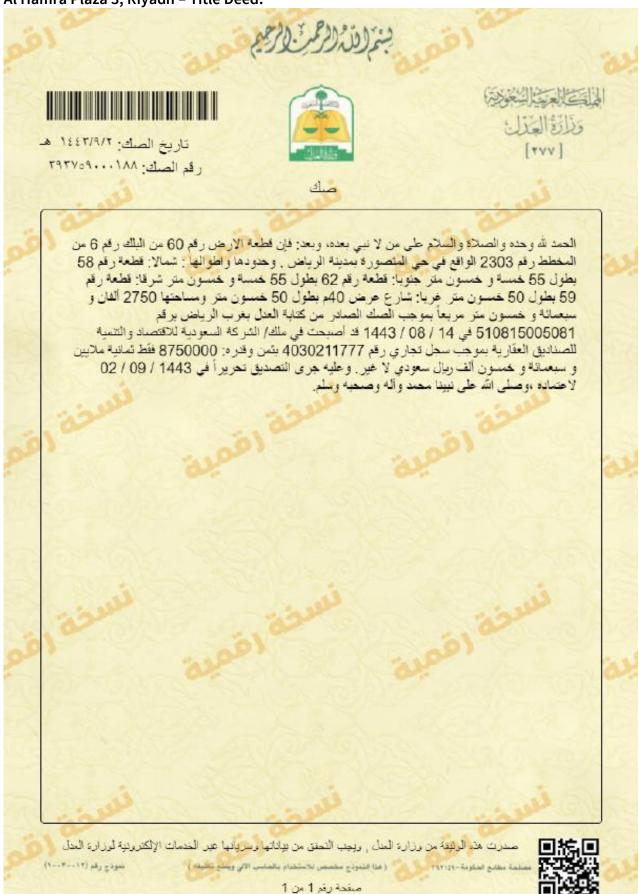


# Al Hamra Plaza 2, Riyadh - Title Deed:

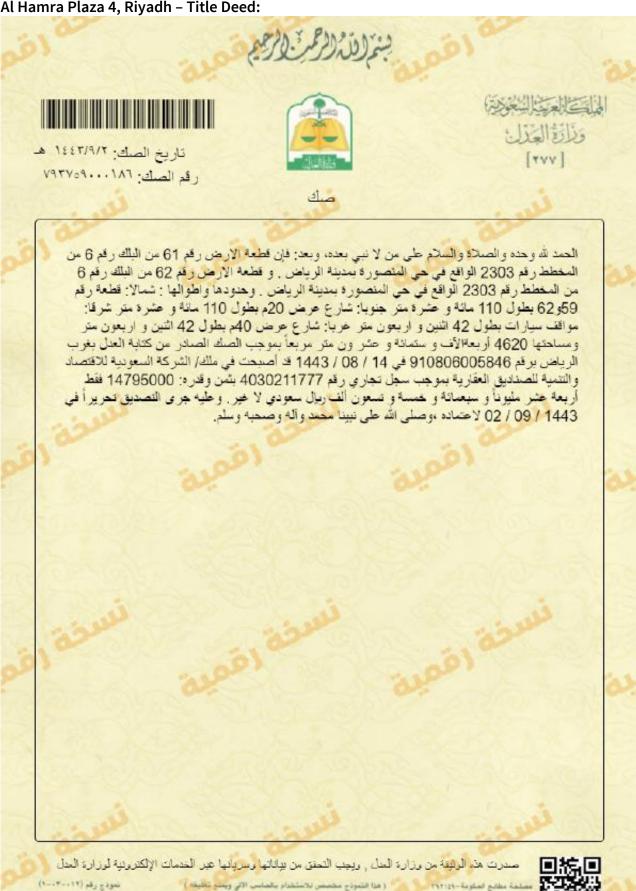


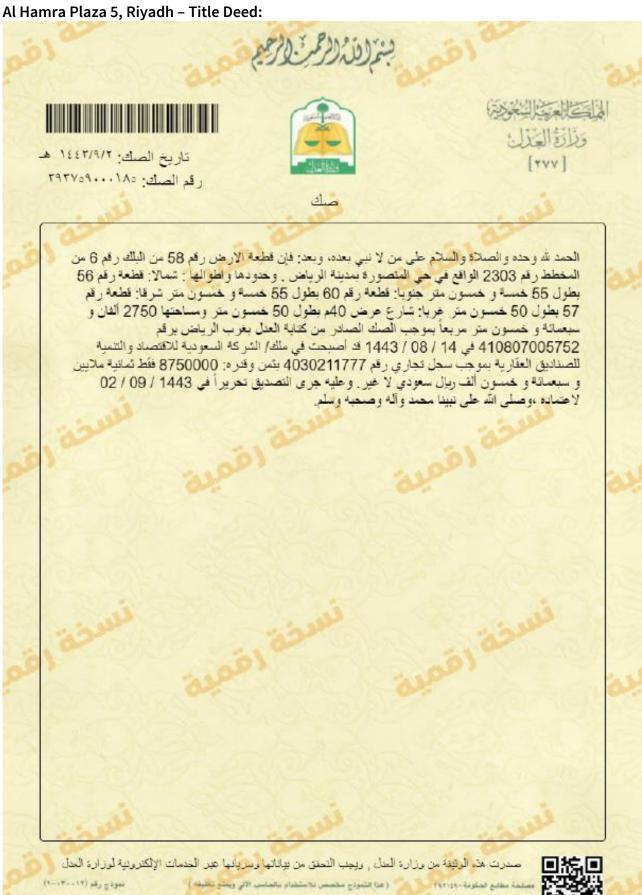
صفحة رقم 1 من 1

### Al Hamra Plaza 3, Riyadh - Title Deed:



# Al Hamra Plaza 4, Riyadh - Title Deed:





Irqa Plaza, Riyadh - Building Permit:



### Irqa Plaza, Riyadh - Title Deed:





تاريخ الصك: ١٠/١/١٤٤٤ هـ رقم الصك: ٩١١٦١٠٠٠٤٨٣٦





صك

الحمد لله وحده والصلاة والسلام على من لا نبي بعده، وبعد: فإن قطعة الارض رقم 22 / 2 من المخطط رقم 2216 / أ الواقع في حي عرقه بمدينة الرياض .

وحدودها وأطوالها كالتالي:

شمالاً: قطعة رقم 22 / 1 بطول: (74.65) أربعة و سبعون متر و خمسة و ستون سنتمتر جنوباً: شارع عرض40م بطول: (106.55) مائة و ستة متر و خمسة و خمسون سنتمتر شرقاً: شارع عرض15م بطول: () 86.97+ 58.69 + 30.18

غرباً: شارع عرض20م يليه شارع عرض 10م بطول: (150.68) مائة و خمسون متر و ثمانية و ستون ستمتر

ومساحّتها :( 14,268.98) اربعة عشر ألفا و منتين و ثمانية و ستون متر مربعاً و ثمانية و تسعون سنتمتراً مربعاً فقط

والمستند في افراغها على الصك الصادر من هذه الإدارة برقم 311610004529 في 26 / 8/ 1443 هـ

قد انتقلت ملكيتها لـ: الشركة السعودية للاقتصاد والتنمية للصناديق العقارية يموجب سجل تجاري رقم 4030211777 وتنتهي في 22 / 5/ 1444 هـ .، بثمن وقدره 88752500 ثمانية و ثمانون مليونا و سبعمائة و إثنين و خمسون ألفا و خمسمائة ريال وطيه جرى التصديق تحريراً في 10 / 1/ 1444 هـ لا عثماده ، وصلى الله على نبينا محمد وآله وصحبه وسلم.

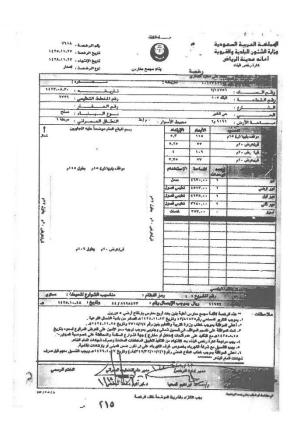
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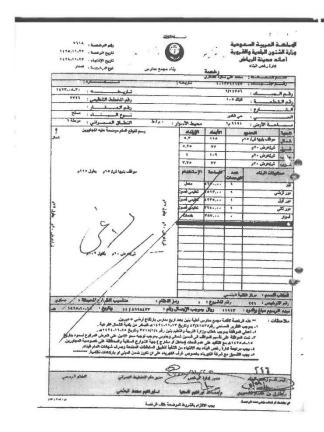
صدرت هذه الوثابقة من وزارة العدل ، ويجب التحقق من بإداتها وسريانها عبر الخدمات الإلكترونية لوزارة العدل عبد معدم المدينة -١٠٠٠ ( هذا التدويج محصص ناستخدام بالعماس الالي وينتج تاليف) مودج رام (٢٠١٠-٢٠٠١)

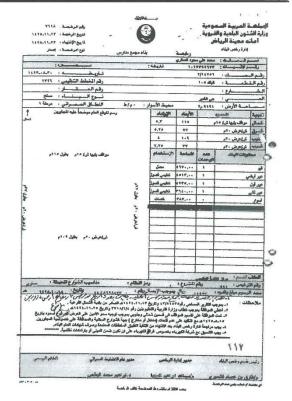
منقحة رقم 1 س 1

# Al Manahij School, Riyadh – Building Permit:

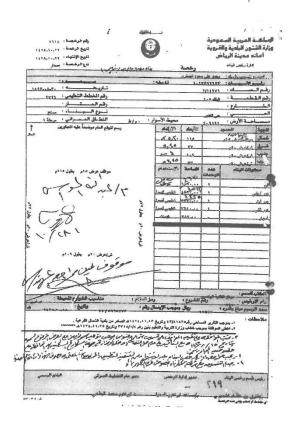
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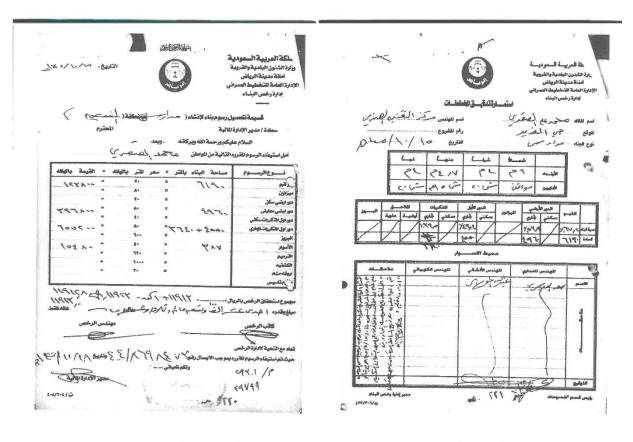


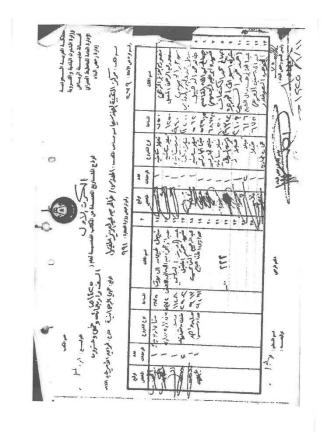




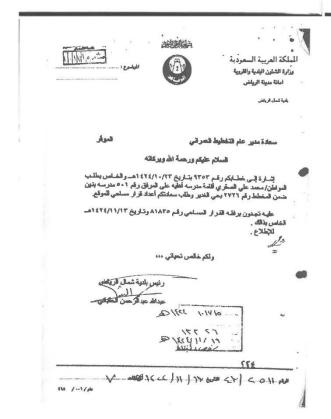


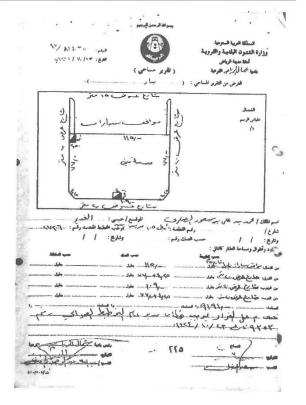


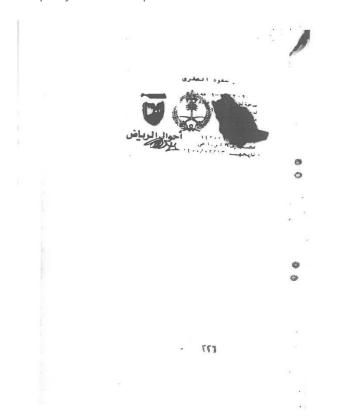








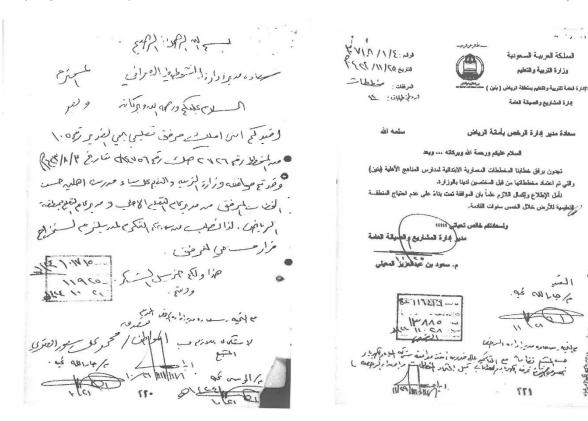


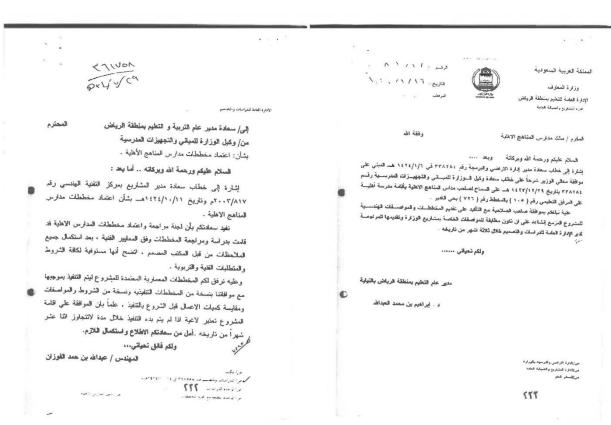


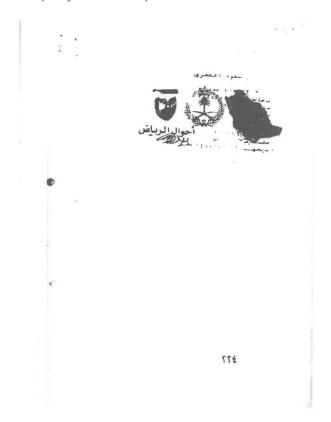




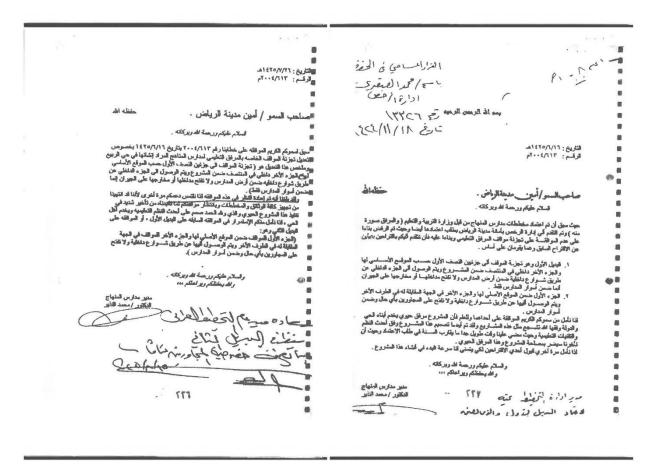




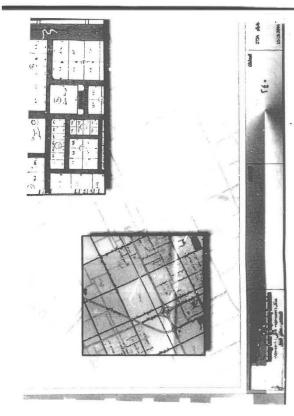






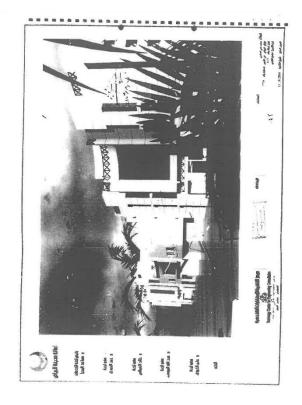




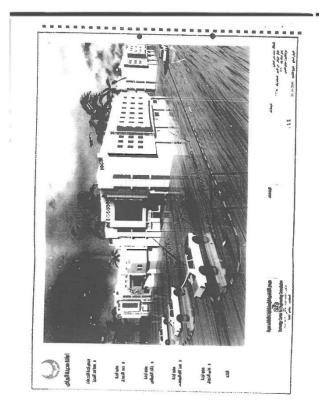


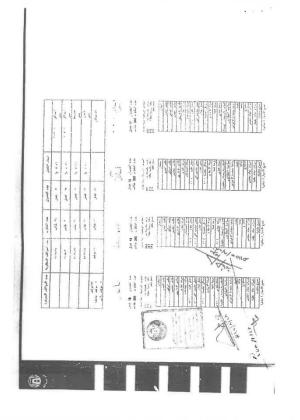


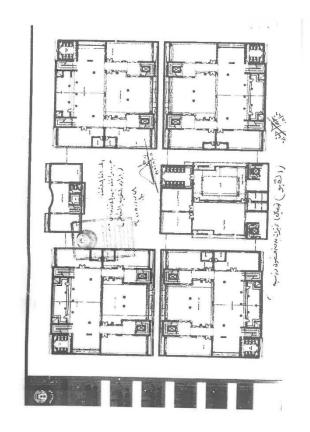
#### Property: SEDCO Capital REIT Assets

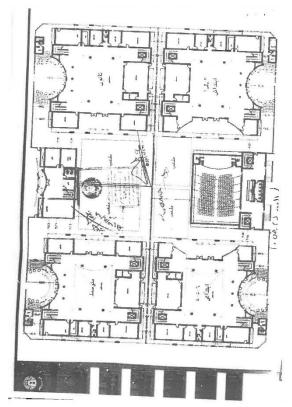


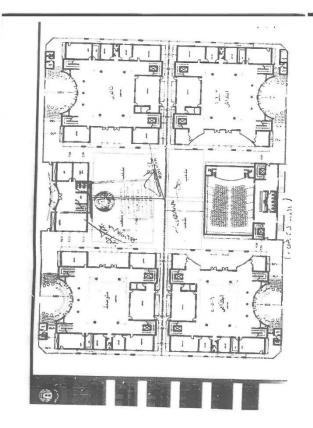


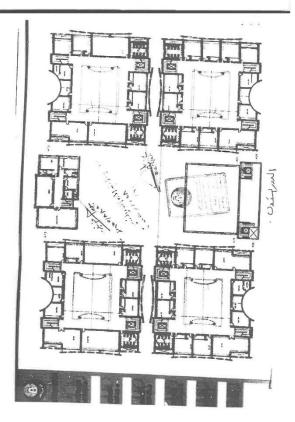


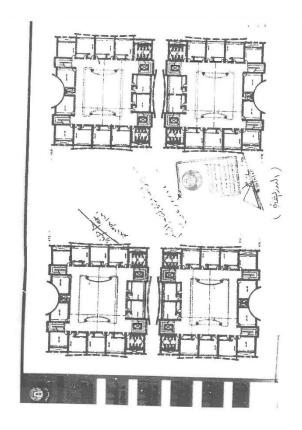


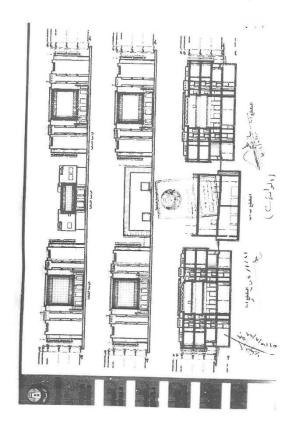


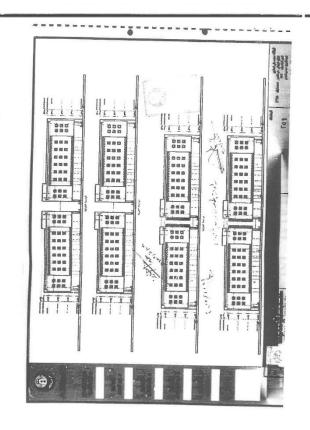


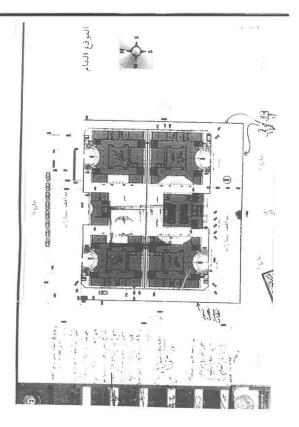










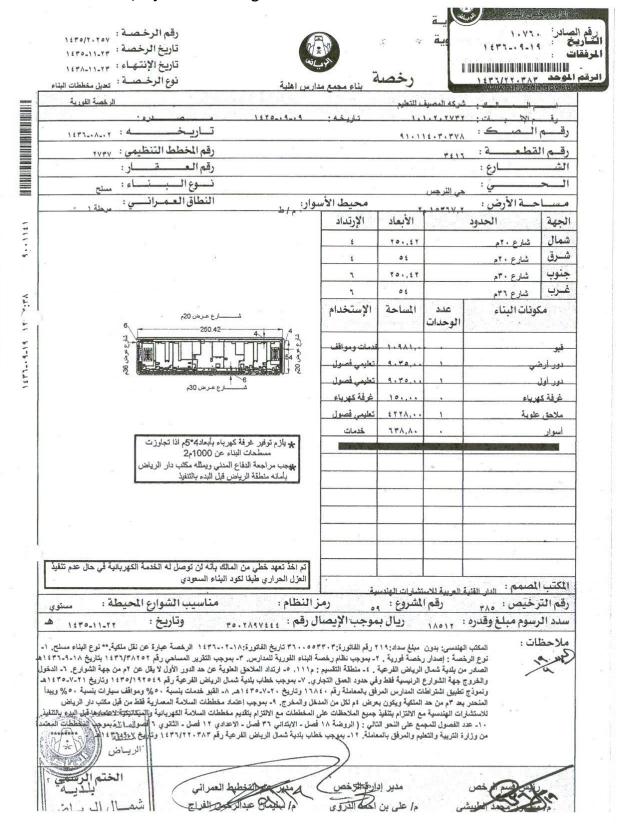






صفحة رقم 1 من 1

#### Dar Al Baraa School, Riyadh - Building Permit:



#### Dar Al Baraa School, Riyadh - Title Deed:





تاريخ الصك: ١٤٤٣/١٠/٢٣ هـ رقم الصك: ١٥١٥١ ٢١٠١٢٢.٤٩١٥٢





الحمد لله وحده والصلاة والسلام على من لا نبي بعده، وبعد:

فإن قطعة الارض رقم 3416 من المخطط رقم 2737 الواقع في حي النرجس بمدينة الرياض. وحدودها وأطوالها كالتالى:

شمالاً: شارع عرض 20م بطول: (256.42) مئتين و سنة و خمسون متر و اثنين و اربعون سنتمتر جنوباً: شارع عرض 30م بطول: (256.42) مئتين و ستة و خمسون متر و اثنين و اربعون سنتمتر

شرقاً: شارع عرض 20م بطول: (60) ستون متر

غرباً: شارع عرض 36م بطول: (60) ستون متر

ومساحتها: ( 15,385.2) خمسة عشر ألفا و ثلاثمائة و خمسة و ثمانون متر مربعاً و عشرون سنتمترا مربعا فقط

والمستند في افراغها على الصك الصادر من هذه الإدارة برقم 310146000407 في 27 / 8/ **→** 1443

قد انتقلت ملكيتها لـ: الشركة السعودية للاقتصاد والتنمية للصناديق العقارية بموجب سجل تجاري رقم 4030211777 وتنتهي في 22 / 5/ 1444 هـ .، بثمن وقدره 156625000 مائة و ستة و خمسون مليونا و ستمائة و خمسة و عشر ون ألف ريال وعليه جرى التصديق تحريراً في 23 / 10/ 1443 هـ لاعتماده ، وصلى الله على نبينا محمد وآله وصحبه وسلم.

صدرت هذه الوثيقة من وزارة العدل , ويجب التحقق من بياناتها وسريانها عبر الخدمات الإلكترونية لوزارة العدل

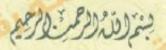
نموذج رقم (۱۲، ۳۰۰۳)

( هذا النموذج مخصص للاستخدام بالحاسب الألي ويعنع تغليفه )

#### Olaya School, Riyadh - Building Permit:



#### Olaya School, Riyadh - Title Deed:





تاريخ الصك: ۱۷۱/۱۹۶۶ هـ رقع الصك: ۲۱۰۱۲۶۰۶۵۲۶۲





صك

الحمد لله وحده والصلاة والسلام على من لا نبي بعده، وبعد:

فإن المرفق تعليمي بنات رقم بدون من المخطط رقم 2128 الواقع في هي المرسلات بمدينة الرياض . و حدودها وأطوالها كالتالي:

شمالاً: شارع عرض30م بطول: (100) مائة متر

جنوباً: شارع عرض15م بطول: (100) مانة متر

شرقاً: موافق سيارات يليه شارع عرض 20م بطول: (105) مائة و خمسة متر

غرباً: شارع عرض15م بطول: (105) مانة و خمسة متر

ومساحتها : ( 10500) عشرة الأف خمسمائة متر مربعاً فقط ويبقى للغرض الذي خصص له (صدر الأساسة محصر الاجازة رقم بدون المؤرخ في 20 / 4 / 1434 هـ والمقيد برقم 422081244 في 18 / 11 / 142 هـ 1442 هـ

والمستند في افراغها على الصك الصادر من هذه الإدارة برقم 710122049053 في 26 / 8/ 1443 هـ

قد انتقلت ملكيتها ل: الشركة السعودية للاقتصاد والتنمية للصناديق العقارية بموجب سجل تجاري رقم 4030211777 ومنتهى في 22 / 5/ 1444 هـ .، بثمن وقدره 60245000 ستون مليونا و منتين و خمسة و أربعون ألف ريال و طيه جرى التصديق تحريراً في 16 / 1/ 1444 هـ لاعتماده ، وصلى الله على نيينا محمد وآله وصحبه وسلم.

صدرت هذه الواليقة من وزارة العدل , ويجب التحقق من بياناتها وسريانها عبر الخدمات الإلكترونية لوزارة العدل سلمة مطاع المتونة-٢٠١١٥٠ (عنا النموذج مخصص الاستخدام بالعالب اللي ويعنع تطليف) نعوذج رقم (٢٠١٧٠٠٠٠٠٠

منفحة رفر 1 من 1

#### Amjad Qortuba School, Riyadh - Building Permit:



#### Amjad Qortuba School, Riyadh - Title Deed:





تاریخ الصك: ۱٤٤٣/١٠/۲۳ هـ رقم الصك: ۳۱۰۱۲۲۰٤۹۱۵۲





صك

الحمد لله وحده والصلاة والسلام على من لا نبي بعده، وبعد:

فإن قطعة الارض 485 و قطعة الارض 486 و قطعة الارض 487 و قطعة الارض 488 و قطعة الارض 489 و قطعة الارض 489 و قطعة الارض 489 و قطعة الارض 490 و قطعة الارض 500 من البلك رقم 641 من المخطط رقم 1822 الواقع في حى قرطبة بمدينة الرياض .

وحدودها وأطوالها كالتالي:

شمالاً: شارع عرض 20م بطول: (260) مئتين و ستون متر جنوباً: شارع عرض 30م بطول: (260) مئتين و ستون متر شرقاً: شارع عرض 36م بطول: (55) خمسة و خمسون متر غرباً: شارع عرض 20م بطول: (55) خمسة و خمسون متر

ومساحتها: ( 14300) أربعة عشر ألفا و ثلاثمائة متر مربع فقط المجاز من لجنة فحص الصكوك بهذه الادارة بمحضر الاجازة رقم (13101) وتاريخ 1440/1/23

والمستند في افراغها على الصك الصادر من هذه الإدارة برقم 710146000406 في 27 / 8/

قد انتقات ملكيتها لـ: الشركة السعودية للاقتصاد والتنمية للصناديق العقارية بموجب سجل تجاري رقم 4030211777 وتنتهي في 22 / 5/ 1444 هـ .، بثمن وقدره 115500000 مائة و خمسة عشر مليونا و خمسمائة ألف ريال وعليه جرى التصديق تحريراً في 23 / 10/ 1443 هـ لاعتماده ، وصلى الله على نبينا محمد وآله وصحبه وسلم.

صدرت هذه الوثيقة من وزارة العدل, ويجب التحقق من بياناتها وسريانها عبر الخدمات الإلكترونية لوزارة العدل

نموذج رقم (۱۲، ۳۰۰۱)

( هذا النموذج مخصص للاستخدام بالحاسب الألي ويمتع تغليفه )

صفحة رقم 1 من 1



#### Public Prosecution Building, Jeddah - Building Permit:



# رخـصة بنــاء

الممسلكة العربية السعودية وزارة الشؤون البلدية والقروية امسسانة محافظة حدة إدارة رخسص السسبناء

#### إضافه وتعديل

	صلاحيتها		الثاريخ	330043	رقم الرخصة	
تاريخ الصك	رقم الصك	رقم السجل	اسم صاحب الرخصة			الاستخدام
23/شعبان/23	420223006958	4030211777	, العقارية	رخصة بناء مبنى تجاري اداري		
مساحة الارض	اسم الشارع	الحدي	رقم القطعة	رقم المخطط	رقم الكروكب	البلدية
4767.29	غیر مسمی	الريان	623+624+625	416/ج/س	3300402621	بريمان الفرعية

جميع التعهدات الواردة بالمعاملة الالكترونية تعتبر ملزمة على المكتب الهندسس والمالك كل فيما يخصه وعلى جميع المكاتب الهندسية ضرورة إطلاع المالك على جميع التعهدات وتعتبر من مسئوليتهم يجب الالتزام بتنفيذ العزل الحراري وفق قيم العزل الحراري المحددة بمخطط العزل الحراري للمبنى رخصة طلب تعديل استخدام مبنى من سكني اداري الى اداري فقط

الجهة	الحدود	الارتداد					
الشمال	95.47 مر القطعة 622 والقطعة 620	3.60					
الشرق	بطول 50متر يحده شارع 16 مترالقطعة 623 والقطعة 624	40.31					
الجنوب	95.48م القطعة رقم 615 والقطعة 616	3.60					
الغرب	بطول 50 متر يحده شارع عرض 25.00	9.40					

		سکنی	تجاری			اخری		إحمالك	
تحتويات المبتي	عدد	مساحة	عدد	مساحة	عدد	مساحة	عدد	مساحة	
روم - معدل	.0	0	0	0	0	4767.29	0	4767.29	
ابق ارضي - معدل	0	0	10	1455.03	0	42.54	10	2000.65	
ابق اول - معدل	0	0	12	1555.59	0	0	12	2108.89	
ابق ثاني - معدل	,0	0	12	1622.22	0	0	12	2185.35	
ابق ثالث - معدل	.0	0	12	1622.22	0	0	12	2185.35	
ابق رابع - فعدل	0	0	12	1622.22	0	0	12	2185.35	
ابق متكرر - معدل	0	0	20	3170.2	0	0	20	3909.22	

عدد غرف الكهرباء 1

ات	الشمالي
	2396041.8316
ات	الشرقيا
	521427,9561

المكتب الهندسي
حسين بن حسن بياري للاستشارات الهندسية
المكتب المشرف
حسين بن حسن بياري للاستشارات الهندسية
قيمة رسوم الرخصة
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119		
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طول السور	164
عدد الوحدات	57
عدد الأدوار	7.
تتم الامانه	Transport 19

عدد المواقف

215

سلطان ايراهيم خاتم القتامي  مهندس الدراسة  حسن محمد عباس احمد
The Part of the Pa
1 2 2 2 2 2 2
حسن محمد عباس احمد
اعتماد مدير السكنى
فارس احمد حامد رجب

المدقق الإداري

فارس احمد حامد رجب
مدير ادارة رخص البناء
بسام بن عبدالله الراجحي

تعتبر الشروط العامة المدونة خلف نموذج رخصة البناء جزء لا يتجزأ من هذه الرخصة وعلى المالك التقيد بما نصت عليه هذه الشروط وتقع تحت مسئوليته 1 2

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#### Public Prosecution Building, Jeddah - Title Deed:





#### Al Khaladiyah Business Centre - Building Permit:



#### Al Khaladiyah Business Centre - Title Deed:









االرقم: ۲۰۲۱۲۰۲۲۲۲۱ أ الرقم: ۲۰۲۱۲۰۲۲۲۲۱ أ التاريخ: ۱/۱/۱۲۲۱۸م

## صك رهن وتملك عقار

الحمد الله وحده والصلاة والسلام على من لا نبي بعده، ويعد:

فإن قطعة الارض رقم ٩ من المخطط رقم ٤٤٨ / س/ ت الواقع في حي الخالدية بمدينة جدة ، وحدودها وأطوالها كالتالي:

شمالاً: شارع عرض ٣٢ م بطول: (٨٥) خمسة و ثمانون متر ثم ينكسر الى الجنوب الشرقى بطول ٧٠٧٠ م

جنوباً: شارع عرض ١٢ م بطول: (٨٧) سبعة و ثمانون متر ثم ينكسر الى الشمال الشرقي بطول ٤٠٢٤ م

شرقاً: شارع الامير سلطان بعرض ٣٣ م بطول: (٨٠) ثمانون متر

غرباً: قطعة رقم ١ والقطعه رقم ٣ والقطعه رقم ٥ والقطعه رقم ٧ بطول: (٨٨) ثمانية و ثمانون متر

ومساحتها : ( ۷۹۰۳) سیعة لأف و تسعمائة و ثلاثة متر مربعاً فقط والمقام علیها ثلاث ادوار بموجب تصریح البناء رقم ۴۳۳ فی

الملوكة لـ/ الشركة السعودية للاقتصاد والتنمية للصناديق العقارية بعوجب سجل تجاري رقم ١٠٢٠١١٧٧٧ وتنتهي في ٢٢ / ٥ ا ١٤٤٢ هـ بالصك الصادر من هذه الإدارة برقم ٢٢٠٢٢٤٠١٦٢٦ في ٢٢ / ١٤٤١ هـ قد تم رهنها وما أقيم أو سيقام عليها من بناء لصالح / شركةالراجعي المصرفية للاستثمار بعوجب سجل تجاري رقم ١٠١٠٠٠٠٩ وتنتهي في ٢١ / ٥/ ١٤٤٣ هـ ضمانا لوفائه بـ/ ٢٠٤٠٠٠٠ريال على أن يتم سداد أصل المديزنية المذكور أعلاه على دفعه واحده بعد ٥ سنوات من تاريخ التنفيذ للعملية البيع الاجل بالاضافة للى سداد الاربح على شكل أفساط ربع سنوية عددها ٢٠قسط وقيمة كل قسط ٢٤٢٠٠٠ ريال تقريباً وفي حالة عدم السداد فللمرتهن بيع العقار بالقيمة التي تنتهي عندها الرغبات واستيقاء مائي ذمة الراهن من مبلغ وما نقص يرجع فيه عليه بعد أكمال مايازم شرعاً وعليه جرى التصديق تحريراً في ١٤٤١ هـ وصلى الله على نبينا محمد وأله وصحبه وسلم.

عبدالمحسن بن محمد بن بخيت الدرع

هذا المستند وحدة متكاملة ، وضياع أو تلف صفحة منه يؤدي إلى عدم صلاحية المستند .

مملحة بطابع الحكومة - ٢٠٣١١

نعوذج رقم (۱۲-۳-۱۰)

( هذا التعوذج مخصص للاستخدام بالحاسب الألي ويعنع تغليقه )

Property: SEDCO Capital REIT Assets

#### Hyper Panda, Jeddah - Building Permit:



# الإحارة المركزية لرخص البناء

فم رخصة البناء	3300416699					تاريخها	28- جمادی	1433-	البلدية		
خصة بناء:	مركز تجازي	5				صالحة إلى	28- جمادو	ية-1438			
سم المالك:	شركة المزيزية بن	دة المتحدة					(2)	1401			
رع هوية:	ذات مسؤلية محد	رفمها	7417	1010137		تاريحها		مصدرها	الرياض		
مك ملكية رقم:	9632		6	ناريخ	-15	يبع الأول-426		مصدر	کتابه عدل جده		
قم المبنى:	غير مرقم			شارع	أغيره	طوم		جى	الحمدانية /3		
قم القطعة:	الموقع مقصص	مر المخطط	5 b	385/ع/س		رفم الكروكم		شرقيات	20475.26	شماليات	15744.65
د رخص للمالك بينا	اء عدد	دور بموحد	تب الح	حدود و الأبه	ناد و الإ	بتدادات و البرو	رات				
		سکنۍ			تجاري						
محنوبات	_		_	محلان		ىكانب م	اقف السبارا	وحدان	أخرى	مساحة الد	
يدروم			_	-	+	+					
لابق المواقف	_			_	-	+		_		_	
نطابق الأرضى	_			234.00	12	+	550.00	_	4624.00	3.00	5858
نابق الميزانيين	_			-	$\vdash$	-					
نظابق الأول	_				-	+		$\rightarrow$		-	
نظابق التاني	_		_	_	+	+		_			
نطايق الثالث	_			-	-	-		_			
بطابق المكرر	_		_	_	+	+		_		_	
رضى فيلا السطح					+	+-		_		-	
بلوي فبلا السطح	_			-	+	+-		_		-	
لملحق العلوي	-		_	-	+	+		-		-	
حداث أخرى	-		_		_						
ندد الوحدات السكن	-	27	1650 (50	طول الأ	سوار	177.00	1		*	. 13	
سم المكتب الهندب		الرند للإستشا					- 1				
قم رخصة المكتب		الرند للإستشار	ارات اليا 	الهندسيه			1				- 54
الرسوم	رفم الإ	1000000	-	- VA.	يخ الإيم	2000000	1				10
9262.40	36743			-23 جه	لای الثانی	1433-	-		6	4	
' تم إحضار العقود ا مدفق الإداري		لنظام ننمة السلاء	_				+				
مدقق الفانوني وا		سن لحد					-			*	
لمدير		مام الراهمي					-		37	. 6	
سبر للاحظة هامة	·	ب الإلتزام بال				الخنم	1				







# الإحارة المركزية لرحب البناء

الشروط العامة :

- ١. مدة الترخيص ثلاث سنوات تبدآ من تاريخ الاعتماد عند تجديد الترخيص أذا لم يتم الشروع في البناء خلال هذه المدة تطبق الشروط المستجدة للأمانة ، وكل بناء يتم بدون الحصول على الترخيص يجازي المالك طبقاً لما يقضي به نظام لائحة الفرامات والجزاءات الصادرة بقرار مجلس الوزراء ٢١٨ في ٢٢٢/٨/٢٦هـ .
  - ٢. يعتبر ترخيص البناء لاغياً حتى ولو كان معتمداً بشكل رسمي دون مسؤولية على البلدية وخاصة في الحالات الآتية :
    - أ -مخالفة شروط الترخيص من ناحية الارتدادات ونسبة تغطية البناء ومساحة الأرض والارتفاع وعدد الأدوار
      - ب-إذا كان البناء ضعيفا من الناحية الإنشائية ويخشى من سقوطه وتصدعه
        - ح-حدوث أي إضافات على الترخيص غير نظامية.
        - ٧. يعتبر المهندس المصمم مسئولا مسئولية كاملة عن سلامة التصميم
    - ٤. يجب وجود صورة من الترخيص وصورة المخططات المعتمدة من البلدية بمنطقة العمل للرجوع إليها في اي وقت
      - ٥. يجب مراجعة البلدية قبل التنفيذ لتحديد مناسيب الشوارع المحيطة بالبناء إذا لم تكن مسفلته
- ٦. في حالة وجود اختلاف بسيط في مناسب الشوارع المحيطة فيجب أن لا يزيد ارتفاع أرضية الدور الأرضي عن ١.٥٠ متر من منسوب الشارع الرئيسي أما في حالة وجو اختلاف كبير في المناسب فيجب الحصول على مواطقة البلدية.
  - ٧. يجب التقيد بما جاء بالترخيص والمخططات المعتمدة وفي حالة ضرورة إجراء تعديل أو تغيير في المخططات فيجب إخطار الأمانة رسمياً والحصول على الموافقة قبل التنفيذ
    - ٨. يجب اتخاذ الاحتياطات اللازمة لمنع أي ضرر على مباني المجاورين
- ٩. في حالة ظهور أي من الشبكات الأرضية للمرافق العامة مهاه مجاري كهرباء هاتف الخ بالموقع آثناء عمليات الحقر شيجب الاتصال فوراً بالجهات ذات العلاقة للإبلاغ عن ذلك وسيكون المالك مسئولا مسؤولية عن أي أضرار نتيجة عدم التلدة
- ١٠. بجب المحافظة على الأشجار الموجودة على الأرصفة عند البناه ولا يجوز نقل اي شجرة من مكانها إلا بعد موافقة البلدية
   ١١. يجب على صاحب الرخصة إلقاء مخالفات البناء ( الهدم الترميم ) في المردم المتهد من الأمانة باستخدام البطاقات المغنطة المنوحة له عند إصدار الرخصة و في حال تقاعس صاحب الرخصة في حالة عن توريد الدمارات المقررة ستطبق الجزاءات والعقوبات اللازمة لضمان إزالة المخلفات
- ١٢. يجب عدم إشغال الأرصفة والشوارع المحيطة وحمايتها وإصلاحها وإعادتها لحالتها ومراعاة ما يقضي به النظام في هذا الشأن مع وضع حواجز مناسبة ضمن الحدود إذا كان البناء على شارع عام واتخاذ الاحتياطات اللازمة لوهاية المارة.
  ١٢. للمهندس ومراهبي البلدية الحق في الكشف على الأعمال في آي وهت أشاء الدوام الرسمي ويجب تسهيل مهمتهم والالتزام بتعليماتهم.
  - ١٤. كل أنشاء يخرج عن ما هو مرخص به مخالفاً للمقاسات و الأوضاع الإنشائية بيلغ المخالف بإزالة المخالفة وفي حالة عدم التنفيذ تباشر البلدية بإزالة المخالفة على تفقة المالك أما في حالة موافقة البلدية على ما تم تنفيذه فيطبق لاتحة الجزاءات والقرامات الصنادرة بقرار مجلس الوزراء ٢١٨ في ٢٢٧/٨٢٦ هـ.
    - ١٥. يجب الالتزام بالألوان التي تحددها البلدية للواجهات ونوعية مواد اليناء التي تستعمل بها
- ١٦. لتصريف مياه الأمطار يجبّ عدم استعمال الميازيب التي تصب مباشرة من السطح الى الشارع وإنما يكون ذلك بواسطة هواكم لتصريف المطر
- ١٧.٣٪ حالة وجود مسبح يجب أن يكون هناك إمكانية لتضريفه من خارج المنزل لإمكانية استخدامه في أغراض الدهاع المدني ٧٠١٨ يسمح بتوصيل المبنى بالخدمات العامة ( مياه — مجاري عمومية — كهرباء — هاتف .... المخ ) إذا كان المبنى مخالف. ١٥.تطبيق اشتراطات العزل الحراري للمبنى
  - ١٠ التعاقد مع إحدى الشركات / ألمؤسسات المتخصصة في مجال مكافحة حشرات الصحة العامة ومكافحة البعوش مع تزويد الأمانة بنسخة من العقد وتقرير من شركة المكافحة ( تعهد لا ضرر ولا ضرار )
  - ٢١. إلزام المالك بالتنفيذ عن طريق مقاول معتمد وفي حالة عدم شيامه بذلك يتحمل المالك الغرامات المفروضة على المقاول في حالة عدم تقديمه لعقد المقاول مع بقية المستندات المقدمة
  - ٢٢. إلزام المالك بالتعاقد مع مكتب هندسي معتمد للأشراف على عملية البناء مع تقديم صورة من عقد الأشراف وفي حالة عدم قيامه بذلك يتحمل المالك الغرامات المفروضة على المكتب المشرف.
    - ٢٢. عدم كشف الجوار
    - ٢٤. أتعهد أنا المالك بتنفيذ الشروط أعلاه وأتحمل مسؤولية أي مخالفة





( هذا النموذج محصص للاستخدام بالحاسب الألي ويعلع تغليقه )

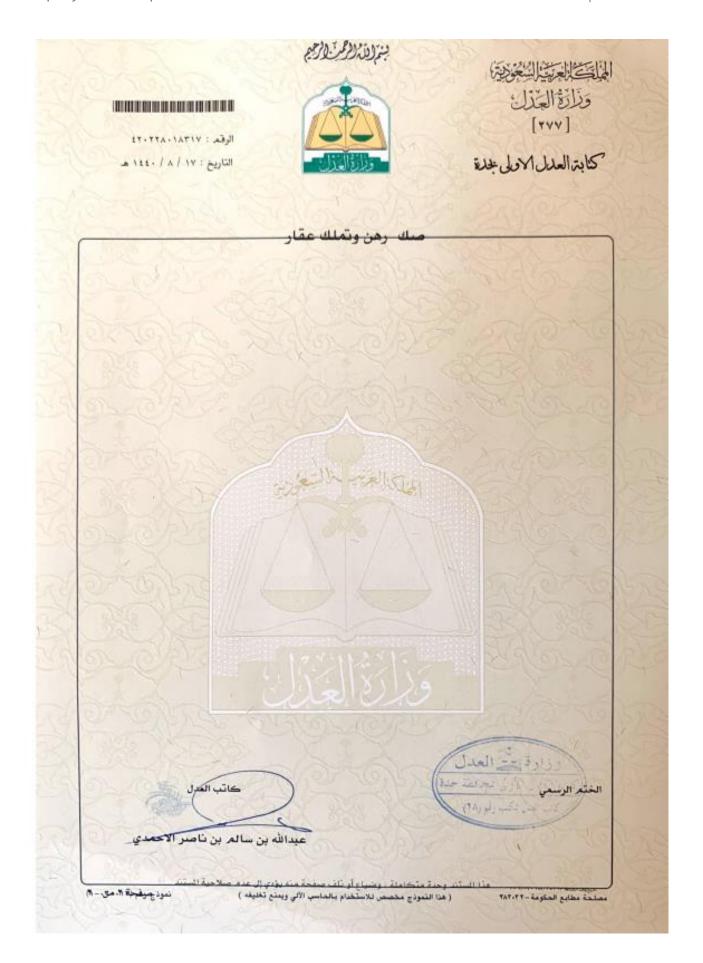
معتمله فظائع الحقومة ٢٠٢٠٧٠

#### Al Rawdah Business Centre, Jeddah - Building Permit:

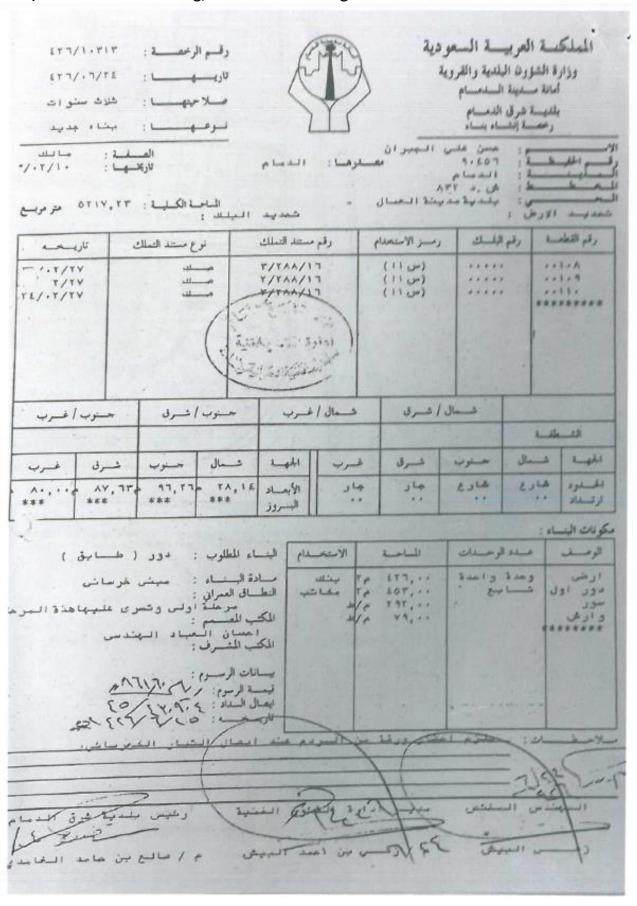


#### Al Rawdah Business Centre, Jeddah - Title Deed:



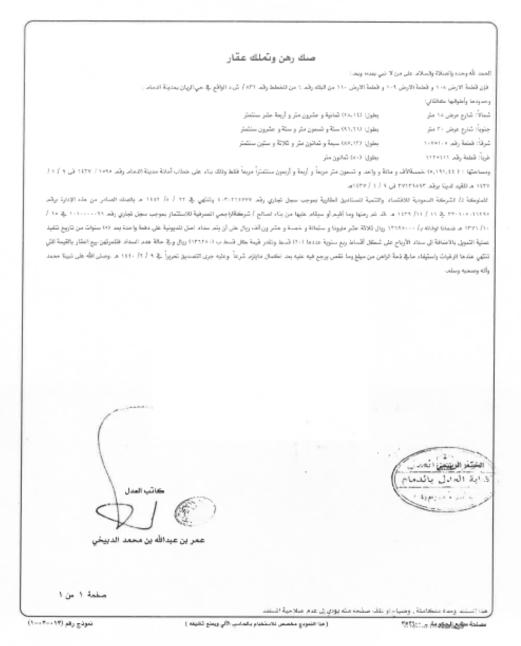


#### Banque Saudi Fransi Building, Dammam - Building Permit:

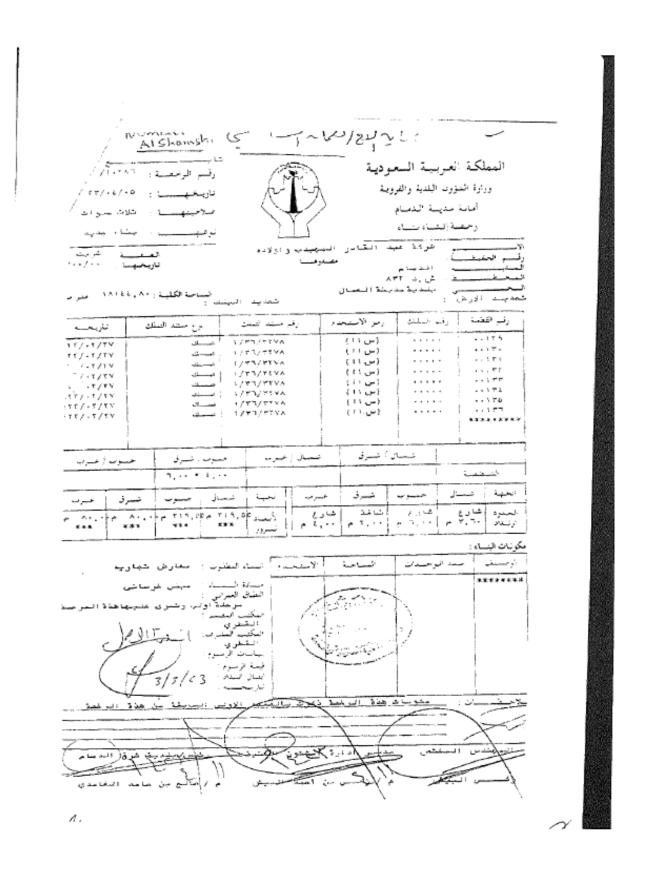


#### Banque Saudi Fransi Building, Dammam - Title Deed:





#### Hyper Panda, Dammam - Building Permit:

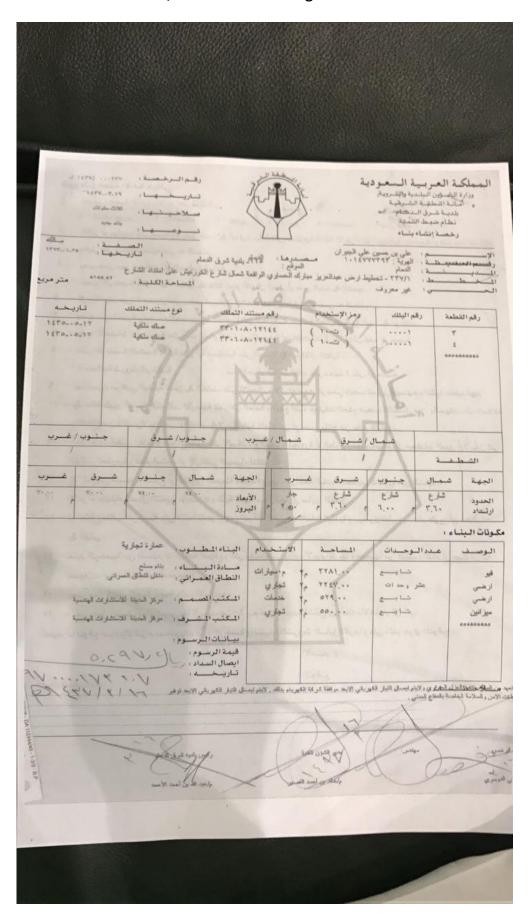


#### Hyper Panda, Dammam - Title Deed:





#### Al Hokair Time Centre, Dammam - Building Permit:



#### Property: SEDCO Capital REIT Assets

#### Al Hokair Time Centre, Dammam - Title Deed:





الرقم : ۳۳۰۱۰۷۰۲۹۰۷۳ التاريخ : ۲/۷/ ۱۴۴۰ هـ





### صك رهن وتملك عقار

الحمد لله وحده والصلاة والسلام على من لا نبي بعده، وبعد:

فإن قطعة الارض ٣ و قطعة الارض ٤ البلك ١ المجاورة الاولى الحي الاول من المخطط رقم ٣٣٧ / ١ بمدينة الدمام .

وحدودها وأطوالها كالثالي:

شمالاً: شارع عرض ۱۸ متر بطول: (۷۱) اربعة و سبعون متر

جنوباً: شارع عرض ٦٠ متر بطول: (٧٤) اربعة و سبعون متر

شرقاً: شارع عرض ۱۸ متر بطول: (۷۰) سبعون متر

غرياً: قطعة رقم ٢ بطول: (٧٠) سبعون متر

ومساحتها : ( ۵٬۱۵۹٬۵۲) خمسقالآف و مائة و خمسة و خمسون متر مربعاً و إثنين و خمسون سنتمتراً مربعاً فقط بناء على خطاب امانه الدمام رقم ۵٬۷/۷٬۱۴۲۹ في ۹/۷/۱۴۲۹هـ و المقيد لدينا برقم ۴۹۴۷ في ۱۰/۷/۱۴۲۹هـ

المملوكة 1/ الشركة السعودية للاقتصاد والتنمية للصناديق العقارية بموجب سجل تجاري رقم ١٤٣٧/ ٤٠٣٠١١٧٧٧ وتنتهي ع ٢٢ / ٥/ ١٤٤٢ هـ بالصك الصادر من هذه الإدارة برقم ٢١٠١٠٥٠٢١٦١ في ٢٧ / ٢١/ ١٤٣١ هـ قد تم رهنها وما أقيم أو سيقام عليها من بناء لصالح / شركةالراجحي المصرفية للاستثمار بموجب سجل تجاري رقم ١٠٢٠٠٠٩ في ١٠١٠٠٠٠١ في ١٠٢٠ / ١٣٧٠ هـ ضمانا لوفائه ب/ ١١٢٥٠٠٠٠ ريال ستة عشر مليون و ستمائة و خمسة و عشرون ألف ريال وذلك على أقساط ربع سنوية عددها (٢٠) قسطاً قيمة كل قسط ( ١٦٦٢٥٠ ) مائه وسته وستون الف ومئتان وخمسون ريال وفي حالة عدم السداد فللمرتهن بيع العقار بالقيمة التي تنتهي عندها الرغبات واستيفاء ما في ذمة الراهن من مبلغ وما نقص يرجع فيه عليه بعد اكمال مايلزم شرعاً وعليه جرى التصديق تحريراً في ٢ / ٢/ ١٤٤٠ هـ .وصلى الله على نبينا محمد وآله ومحبه وسلم.

وزارة العدل كتابة العدل باندمام

11912

7-57-67-67-67-6

هذا المستند وحدة متكاملة ، وضياع أو تلف صفحة منه يؤديُّ

عهر مناسط ما ما مرد به ما عهر مناطق معالم المكومة – ۲۸۲۰۲۲

نموذج رقم (۱۳-۱۳-۱۱)

( هذا التعودَج مخصص للاستخدادِ بالحاسبِ الآلي ويعنَع تَعْنيقَه )

#### Adjan Walk, Dammam - Building Permit:

#### AJDAN WALK INFORMATION MEMORANDUM



#### 8. BUILDING PERMIT

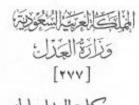


Property: SEDCO Capital REIT Assets

#### Adjan Walk, Dammam - Title Deed:







كتابتم العديل بالخبر

### **推到多數定用多數問題問題的數**

الرقم: ۲۰۲۰۲۰۰۹۲۹۰ التاريخ: ۲/۹/۱۱۶۱ هـ

## صك رهن وتملك عقار

الحمد لله وحده والصلاة والسلام على من لا نبي بعده، وبعد: ١

فإن قطعة الارض رقم ١٢ / ٤ من الخطط رقم ٣٥٦ / ٢ بمدينة الخبر .

وحدودها وأطوالها كالتالي:

بطول: () ۲۸,067 + ۲۲,۲۲ + ۲۲,۲۲ + ۲۲,۰۰ ()

شمالاً: شارع عرض ۲۰ مثر

بطول: (۱۵۷٬۸۵) مائة و سبعة و خمسون متر و خمسة و تمانون سنتمتر

جنوباً: شارع عرض ۲۰ متر

بطول: (۱۱۱) مائة و أحد عشر متر

شرقاً: شارع عرض ۲۰ متر

يطولُ: (٩٧٠,٥) مائة و سبعون مثر و خمسون سنتمتر

غرباً: شارع الامير تركي عرض ٦٠ متر

ومساحتها : ( ١٩٠,٩١٩٧) سنة عشر ألفا و تسعمانة و خمسة و ستون متر مربعاً و سبعة و سبعون سنتمتراً مربعاً فقط تم خصم الشطفات الواقعة بالركن الشمالي الشرقي والركن الشمالي الغربي والركن الجنوبي الغربي وذلك بموجب خطاب امانة المنطقة الشرقية رقم ٤٩٨٨ ٤٩٦٨ في ١٤٣٨ في ١٤٣٨ هـ ١٤٣٦هـ والمقيد برقم ١٩٣٠ ٣٦٣٠٠٥ في ١٤٣٨ / ١٤٣١هـ الملوكة لل الشركة السعودية للاقتصاد والتنمية للصناديق العقارية بموجب سجل تجاري رقم ١٩٤٧ / ١٩٣٠ وتنتهي في ٢ / ٥ / ١٤٤٠ هـ قد تم رهنها وما أقيم أو سيقام عليها من بناء لصالح / شركةالراجحي المصرفية للاستثمار بموجب سجل تجاري رقم ١٩١٠٠٠٠ في المرابع أو سيقام عليها من بناء لصالح / شركةالراجحي المصرفية للاستثمار بموجب سجل تجاري رقم ١٩١٠٠٠٠ في المدلها أو يلغيها وان تنفيذ هذا العقد المعين المنشيء للمديونية على العميل قد تم أو سيتم وفق قرارات الهيئة الشرعية لا بخلافها على ان يتم سداد أصل المديونية المذكور اعلاه على دفعة واحدة بعد ٥ سنوات من تاريخ تنفيذ عملية التمويل بالاضافة الى سداد الارباح عني شكل اقساط ربع سنويه عددها ٢٠ قسط وتقدر قيمة كل قسط ١٩٢٥٠٠٠ ريال و خيرجع فيه عليه بعد اكمال مايلزم شرعاً وعليه جرى التصديق تحريراً في ٩ / ١/ ١٤٤٠ هـ وصلى الله على نبينا محمد والمه وصحبه وسلم.

2/2

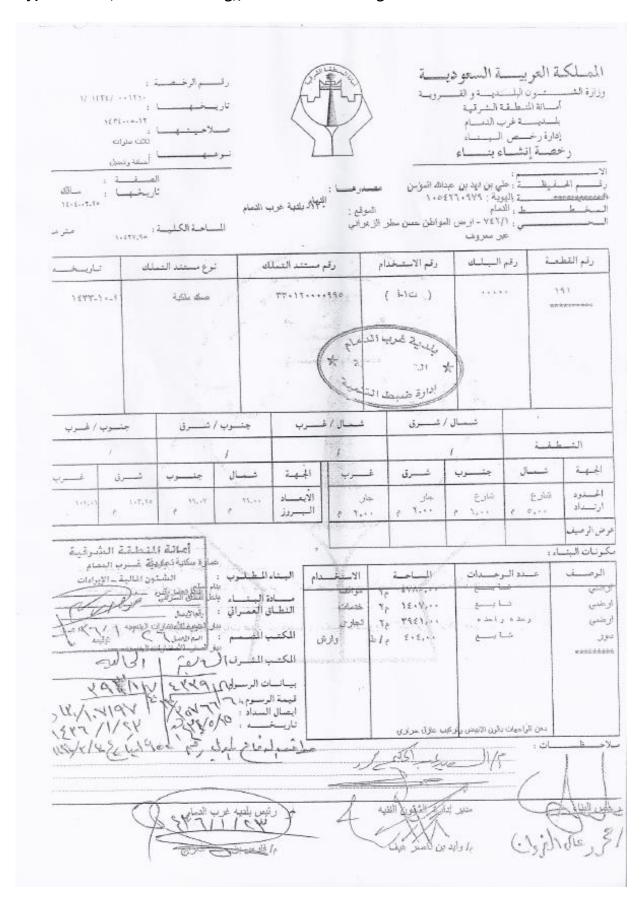
الغدل وزارة في العدل كابة العدل الأرل بمحافظة الحر كات العدل بنكب رفم (٢)

نموذج رفم (١١٩ ممز ١٠٠٠)

( هذا النموذج مخصص للاستخدام بالصاسب الألي وبعتع تخليفه )

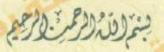
مصلحة مطابع الحكومة -٢٩٣١٥٩

#### Hyper Panda (Branch & Parking), Dammam - Building Permit:



#### Hyper Panda (Branch & Parking), Dammam - Title Deed:







تاريخ الصك: ۲۰/۱/۱۶۶۶ هـ رقم الصك: ۲۲،۱۲۷۰۰۶۵۸۷





صلك

الحمد لله وحده والصلاة والسلام على من لا نبي بعده، وبعد: فإن قطعة الارض رقم 191 / ب من المخطط رقم 742 / ش.د الواقع في حي التور بمدينة الدمام . وحدودها وأطوالها كالتالي:

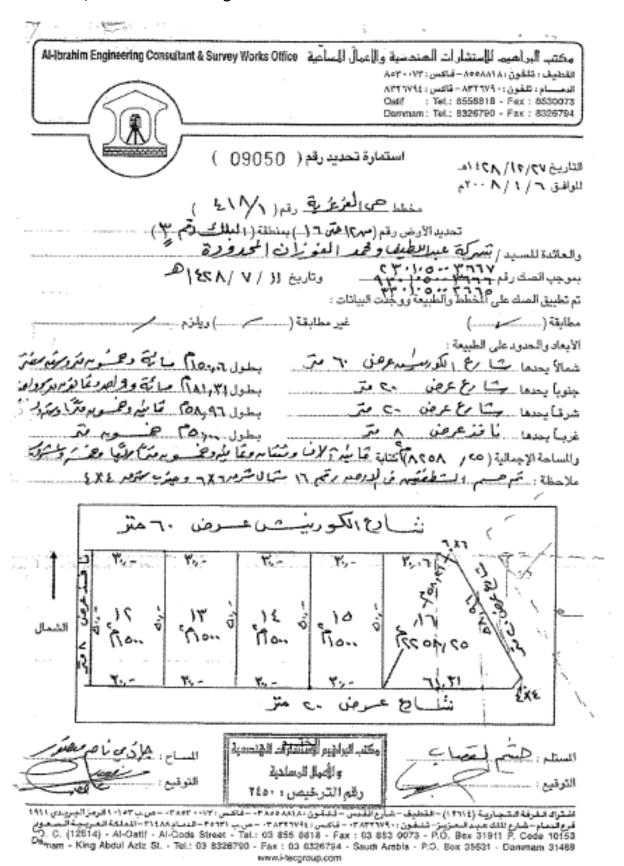
شمالاً: شارع عرض 25 متر بطول: (99) تسعة و تسعون متر جنوباً: شارع عرض 25 متر بطول: (99.07) تسعة و تسعون متر و سبعة سنتمتر جنوباً: شارع الملك سعود عرض 60 متر بطول: (99.07) تسعة و تسعون متر و سبعة سنتمتر شرقاً: قطعة رقم 197 والقطعة رقم 198 بطول: (107.01) مائة و شبعة متر و واحد سنتمتر غرباً: قطعة رقم 189 والقطعة رقم 190 بطول: (107.01) مائة و سبعة متر و واحد سنتمتر ومساحتها: ( 10,427.95) عشرة الاف أربعمائة و سبعة و عشرون متر مربع و خمسة و تسعون سم مربع فقط وبناة على محصر لجنة وبراسة فحص الصكوك رقم 436362132 في 8 / 11 / 1443 هـ والمستند في افراخها على الصك الصدار من هذه الإدارة برقم 730109021036 في 23 / 61 / 1443 هـ والمستند في افراخها على الصك الصدار من هذه الإدارة برقم 730109021036 في 23 / 61 / 1443 هـ

قد انتقات ملكيتها لـ: الشركة السعودية للاقتصاد والقنمية للصناديق العقارية بموجب سجل تجاري رقم 4030211777 ومنتين و 4030211777 وتنتهي في 22 / 5/ 1444 هـ .، بثمن وقدره 50285000 خمسون مليونا و منتين و خمسة و ثمانون ألف ريال و عليه جرى التصديق تحريراً في 20 / 1/ 1444 هـ لاعتماده ، وصلى الله على نيبنا محمد وآله وصحبه وسلم.

صفحة رقم 1 من 1



#### Extra Store, Dammam - Building Permit:



# المملكة العربية السعودية وزارة الشؤون البلدية والقروية أمانة مدينة الدمام

د الارشُ

رخصة إنشاء يناء :

لاسمان فركة عبد اللطيف ومحمد اللفوزان المصدودة الصفاة : مالك المحلودة المساع : ١٠٠/٠٠ المحمد المساع : ١٠٠/٠٠ المحمل المح

المساحة الكثيبة: ١٢٥٨,٢٥٠ متر مربع تتمديد البيلك :

ئاربىخىيە	نوع مستند التملك		مستند التعلق	رقم	يام	رمز الاستخا	البلك	رقم	طعة	رقم الله	
# Y : Y / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 /	placini aday	77. 97.	1.00.FT	17 17 10		(س ۱۱) (س ۱۱) (س ۱۱) (من ۱۱) (من ۱۱)		*	• •	11. 11. 12. 10. 11. 11. 11.	
وب/غـرب	and the same of th	شعال/شرب ج				شبعسال / تشسرق					
ε, * ε,.		•	•			7, * 7,		سطنة		الد	
رق ضـرب	ال جنوب شــ	ئم	الجهة	ــرب	à.	شسرق	جنسوب	_ال	ا شم	الجهة	
	01, 17 1/1, Tip 1	***	الأبعـــاد <sup>ال</sup> البسروز	ىد ۲۰ م	٠٠	هارع ٠٠,٤ م	هارع ۱۰۰ع م		هار ۱,۰۰	الحدود _ ارتبداد	

				and the second second second	
	البناء المطلوب : مسمار من شهاريد	الاستخنام	المساحة	عندد الوحسدات	الوحسن
	مبادة البنساء : مبنى غرسانى النطاق المعراني :	تجاری غدمات	۲۰,3807 م۲ ۲۰,۲۷۰ م۲	وحدة واحدة	اوضی اوضی
	مرحلة اولى وشعرى عليهاهدة الصرحلة المكب العصمم :	شجاری	۲۵ ۲۳۸,۰۰ ۵/۵ ۲٦۰,۰۰	ئــــــا بـع	میزاشین سور
ì	مكتب المشرق (مصممون وصعصاريون) المكتب المشرف:	-			********
:	مكتب الشرق (مصممون ومعماريون) بمانات الرسوم:				1
	المال الساد المحاكمة		- A		
	9 / 559/4/4		(***)	ات: هدهنوس	ملاحظ
		ووالمنطقة	ەنبىن مومىن چېدقىرة		7
1	a A Levely			م المسا	T)4
1	سنيدة وشيس المحديدة وسط الدمسام	المششون الم	ديسر اد کرد ا	الممتعي .	المعاشد
	دي م اسازن اي عال بنريسي	شعثنا لانسفاء	، / مائسم بن	شريكام ب	سوب ائ
i					

الشركة المعردية للكهريساء فرع|المنطقة الشرقيـة- منطقة إعسال الندمام مكتنب الدمسام شعيبة علاقبات السشتركيين

> الرقسم : ۲۹۰۰۳۰۰۱۹۸ د. د ئلماريخ : £٣-١٠١٠٢

الموضوع : امكانية ايصال التيسار الكهربائم

سحادةً/ وكيل الآمين لششون المعمير والمشاريع

المعلام عليكم ورحجة الملد وبركححصاشة.

تقيدكم بأنه دقدم لدا السبد/ شركة عبد اللطيف ومحمد الفوزان برهبتة الحصول على خطاب يبين أمكانية أيسال الطحاشة الكهربانية للبدحاء المهوضيح على المحققططات المهتدة عده وفي المهوقع الهبين أدناه حسب طلب المدرخيس الصادر منكم برقم ١٠٤٢٠/١١/٣٤ ويتاريخ ١١٤٢٨/١١/٠٢ هـ. بدراستة الطلب أخضح ان المبتى مكون من عدد ( دور ومساحتها

الأجمالية - . ٣٨٣٢ بتر بريع ويحتوي على :-

مدد - ومدة مسكنية بأحمال ٣٧٥٠ - عدد ٣ ومدة باحمال

صدد وحدة منامية سأحسال عدد عداد خدمة باحسال أجسمالي أحبسال المسبدي ٢٧٥٠

وحيث إن الأحصال الأجمالية تزيد عن ٠٠٠ أميير، قطبقا لقرار مجلس الوزراء المحسوقر رفسم ۱۰۲۳ وشاريخ ۱۳۹۵/۵/۱۷ و ، فقد شسم توقيع صفد بع المحالك المدكسور على تخسيس مسساحة ۱۱٫۰۰ م المعسدات الشركسة على أرخى المبنى كما هـو موضح على تعسخـة من المخسخصة المسرفـق والحص حقدم بيها البيالك النيتساء

وبدراسة أبكانية تزويه المبنى بالتيارالكهربائن وجدنا أده يقيع فهن نطاق شبكة التوزيج الكهرسائية وأن بالأمكان أبصال الديار اليه حصسب خطة المشركة وبعد أكهال الأجراءات المتطاعية.

شاكرين ۋمقدرين حسن دهاوتكم صعنسا...،

اقرارالمالك باستلام الأصل وامتلام شروط ومتطلبات الحصول الكهربادية والألحرام بها.

الشركة المعودية للكهرياء فرح المنطقة الشرفيسة- منطقة اعسال الدمام مكتب الديام شعبةعلاقات:المثتركين

النصاريخ : ۲۵۰-۱-۲4

قائبة مقاسات وأحبام الكوابل والقواطع إنكن توسي بها الشركة لشهادة التنبيق

وقسم شهادة التنمسيق: ۱۹۸-۲۰-۲۹-۰۰ اسم المختصرك: شركة عبداللطيف ومحمد الفوران

طـــري <u>ف.</u> أخـــراج الكيابل						
ئسفل	0+	المكتابيل	آخر اج			
ئسفل		المكتابيل	آخر اج			

دحـــاســ لايسزيـــد	كــــــــــــــــــــــــــــــــــــ	الثاشع	روسسم الموحدة	نــــوع العد اد
14X 1X 1F -	14X 1X17 -	-170	7	تچـــاری هچــاری

ZWOCTTA

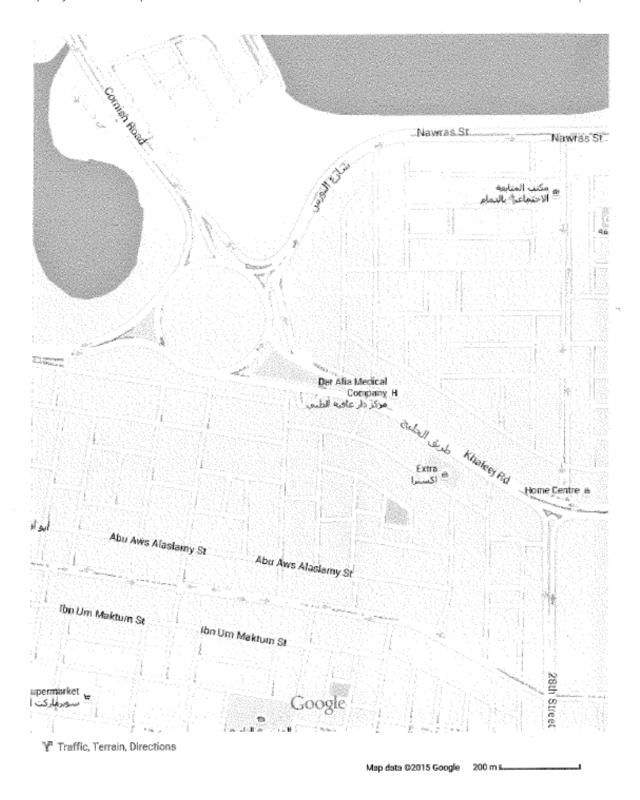
جوعد الكشف المبدئي

الثركة السعودية المجوحدة للكهرياء في البنطقة المفرفية - منطقة اعبال الديام مكتحسمين : الديام شعية علاقنات المشتركين

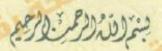
التاريخ: ۲۰/۰۸/۰۳هـ رهم الكفف المبيني: ٢٩٠٠-٢٩٠١-د-ساريخ هقديم الطلب: ٣-/٨-/١٤٢١هـ اسم المشترك: شركة حبد اللطيف ومعمد الشوزان

سوف يقوم المحوظف المختس لدينا بزيارة المموقع في تاريخ ١١/٨٠/١٤٢هـ هي قيام الساعة ١٠:٠٠ لا تهام اجراءات الكشف المبدئي على الديدي الضاص كما يبكنكم مراجعسة البيكتيب بتاريخ ١٤/٨٠/٤/١٤هـ في خهام المماعة ١٠:٠٠ ولأي استقصار ترجوا الا تصال على الهاتف رقم ٨٢٥٨٩٣ علاقات المشتركين.

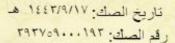
رخ الغرط 10953















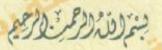


الحمد لله وحده والصلاة والسلام على من لا نبي بعده، وبعد: فإن قطعة الارض رقم 15 البلك 3 من المخطط رقم ما 418 / 1 الواقع في حي العزيزية بمدينة الدمام . و قطعة الارض رقم 16 البلك 3 من المخطط رقم 418 / 1 الواقع في حي العزيزية بمدينة الدمام . وحدودها واطوالها : شمالا: شارع عرض 60 متر بطول 418 / 60 الواقع في حي العزيزية بمدينة الدمام . وحدودها واطوالها : شمالا: شارع عرض 60 متر بطول 60.06 ستون متر و ستة منتمتر جنوبا: شارع عرض 20 متر بطول 58.66 تمانية و خمسون متر و ستة و ستون ستمتر غربا: قطعة رقم 14 متر بطول 50 متر بطول 63.05 تمانية و خمسون متر مربعاً و خمسة و عشر ون ستمتر أمربعاً بناء على خطاب امانة الدمام رقم 2355/ 2321/ خمسون متر مربعاً و خمسة و عشر ون ستمتر أمربعاً بناء على خطاب امانة الدمام رقم 33010802561/ 2321/ تفيد من على 1448 والمقيد برقم 1952/ 1934/ هناء على خطاب الصلك الصلار من كتابة العدل بالدمام برقم 1428/40 هناء والمقيد برقم 230108025647 هناء والمتودية للاقتصاد والتنمية للصناديق العقارية بموجب سجل تجاري رقم 41413 100 متري التصديق تحريراً في 22800000 فقط التان و عشرون مليوناً و ثمانمائة ألف ريال سعودي لا غير و عليه جرى التصديق تحريراً في 1443 / 90 المحد و عليه جرى التصديق تحريراً في نبينا محمد و آله وصحبه وسلم.

صدرت هذه الوثيقة من وزارة العناء ويجب التحقق من بياناتها وسرياتها عبر الخدمات الإلكترونية لوزارة العدل صدة مفاج الدنوعة-١٩٦١و٠٠ (عنا الدواع متصص الاستخدام بالعماس الالي وينت غالبله) نعودج رقم (٢٠١٠-٠٠٠٠)

صفحة رقم 1 من 1







تاريخ الصك: ١٤٤٢/٩/١٧ هـ رقم الصك: ٢٩٢٧٥٩٠٠٠١٩٤





صك

الحمد لله وحده والصادة والسلام على من لا نبي بعده، وبعد: فإن قطعة الارض رقم 14 البلك 3 من المخطط رقم 418 / 1 الواقع في حي العزيزية بمدينة الدمام. وحدودها واطوالها: شمالا: شارع عرض 60 متر بطول 30 ثلاثون متر شرقا! قطعة رقم 15 بطول 50 متر بطول 30 ثلاثون متر شرقا! قطعة رقم 15 بطول 50 خمسون متر ومساحتها 1500 الف و خمسمائة متر مربعاً خمسون متر ومساحتها 1500 الف و خمسمائة متر مربعاً بموجب الصك الصداد من كتابة العدل بعرب الرياض برقم 410815005082 ألف و خمسمائة متر مربعاً أصبحت في ملك/ الشركة السعودية للاقتصاد والتنمية للصناديق العقارية بموجب سجل تجاري رقم 1430 أصبحت في ملك/ الشركة السعودية للاقتصاد والتنمية ملايين ريال سعودي لا غير. وعليه جرى التصديق تحريراً في 1443 / 09 / 17 لاعتماده ، وصلى الله على نبينا محمد واله وصحبة وسلم.

صدرت هذه الوثيقة من وزارة العنل , ويجف التحقق من بياناتها ومن يانها عير الخدمات الإلكترونية لوزارة العدل سمة معلج المتولة ١٩٦١٥٠ ( منا النموذج مصحص الاستخدام بالعملس الاي وينتج تتليفه ) نموذج رقم (٢٠٠١٠٠١٠)

صفحة رقم 1 من 1



#### Adjan Walk Cinema (Entertainment), Dammam - Building Permit:







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