

VALUATION REPORT
Freehold Land Parcel (To Be Sub-Divided)



LOCATION
"Queens Ridge"
Block 73A Parcel 23
Colliers
Grand Cayman
CAYMAN ISLANDS

DATE OF REPORT
30th July 2024

DDL REFERENCE
36242/OW

<u>CONTENTS:</u>	<u>PAGE No.</u>
1.0 VALUATION SUMMARY:	1
2.0 REGULATORY REQUIREMENTS:	2
3.0 VALUATION INSTRUCTIONS:	3
4.0 PROPERTY AND TITLE SUMMARIES:	4
5.0 LIMITATIONS & EXTENT OF INVESTIGATIONS:	5
6.0 SPECIAL ASSUMPTIONS AND INSTRUCTIONS, RESERVATIONS AND DEPARTURES:	5
7.0 LOCATION & DESCRIPTION:	6-7
8.0 FACTORS AFFECTING VALUATION:	8-9
9.0 VALUATION METHODOLOGY:	10-12
10.0 MARKET VALUE SUBJECT TO A RESTRICTED MARKETING PERIOD:	13
11.0 TERMS AND CONDITIONS:	14-21
<u>APPENDICES:</u>	
12.0 LAND REGISTRY MAP EXTRACT AND REGISTER:	22
13.0 PHOTOGRAPHS:	23
14.0 INSTRUCTION CONFIRMATION LETTER:	24
15.0 SUB-DIVISION PLAN:	25

1.0 VALUATION SUMMARY:**1.1 Market Value:**

In our opinion the aggregate Market Value of the freehold interest in the subject parcels, with vacant possession, on completion of the propose sub-division, as at the date of valuation, is:

<u>Currency</u>	
KYD	\$4,866,000 (Four Million Eight Hundred and Sixty-Six Thousand) *

**Please refer to Section 8.5`Market Commentary` regarding material uncertainty.*

1.2 Market Value with the Special Assumption of a Restricted Marketing Period:

In our opinion the aggregate Market Value of the freehold interest in the subject parcels, with vacant possession, on completion of the propose sub-division, as at the date of valuation, subject to the Special Assumption of a restricted marketing period prior to the date of valuation, is: -

<u>Currency</u>	
KYD	\$3,500,000 (Three Million Five Hundred Thousand)

1.3 Declaration:

These valuation figures are based on the information contained in this report and we recommend that you read and consider the entire report prior to entering into any binding agreement, or taking action based upon these figures.

We confirm that Oliver Williams undertook this valuation and prepared this report, and that Mr. Williams is not disqualified from reporting on the parcel and has no conflict of interest with the property, client, or property owner.



.....
 OLIVER WILLIAMS MA(Hons) MRICS
 Associate Director
 RICS Registered Valuer

DATE: 30/07/2024

2.0 REGULATORY REQUIREMENTS:**2.1 Valuer's Qualifications and Experience:**

Valuer(s):	Oliver Williams MA(Hons) MRICS, RICS Registered Valuer
Experience:	Mr. Williams has 17 years real estate experience having received a Masters Degree with Honours in Land Economy (Property) from The University of Aberdeen. In 2013, Oliver became a Member of the Royal Institution of Chartered Surveyors. Oliver is a RICS Registered Valuer
Production of Valuation:	The valuation process was carried out by Oliver Williams
Status of the Valuer:	Independent external valuer

2.2 Conflicts of Interest:

Previous Involvements:	DDL Studio Limited valued the entire parcel in April 2024
Conflicts of Interest:	We confirm that neither the Valuer nor DDL Studio Limited has any conflict of interest in accepting this instruction

2.3 Compliance:

Standards Followed:	We confirm that this valuation conforms to RICS Valuation Global Standards (Incorporating the IVSC International Valuation Standards), January 2022
RICS Regulation:	DDL Studio Limited is a RICS Regulated Valuation firm (Registration #035223). As such our valuations, including this one, may be subject to monitoring under the RICS' conduct and disciplinary regulation
Disputes:	We would be pleased to discuss the contents of this report and our valuation reasoning and process with you, should you have any queries. Additionally, a copy of our Complaints Handling Procedure is available upon request

3.0 VALUATION INSTRUCTIONS:**3.1 Client Details and Instructions:**

Client's Name and Address:	South Cove Ltd P.O. Box 2075 Grand Cayman KY1-1105 Cayman Islands
Source of Instructions:	A Letter of Instruction included within the appendices
Date of Instruction:	26 th July 2024
Date of Inspection:	N/A
Date of Valuation:	26 th July 2024
Purpose of Valuation:	Mortgage financing
Basis of Valuation:	1) Market Value and; 2) Market Value with a restricted marketing period
Market Value Definition:	"The estimated amount for which an asset or liability should exchange on the <i>valuation date</i> between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."
Adopted Currency:	Cayman Island Dollars (KYD)
Other Authorised Users:	Cayman National Bank Ltd. P.O. Box 1097 Grand Cayman KY1-1102 Cayman Islands

4.0 PROPERTY AND TITLE SUMMARY:**4.1 Property Summary:**

Subject of the Valuation:	Block 73A Parcel 23, Breakers
Interest to be Valued:	Freehold
Type of Property:	Land (to be sub-divided)
Area of Parcel:	9.00 acres or 392,040 square feet
Zoning:	Agricultural / Residential
Elevations:	Between approximately 6 feet and 20 feet above sea level (Based on topographical data extracted from the Cayman Islands Government's Lands and Survey website)
Leases and Tenancies:	N/A
Occupation:	Vacant possession

4.2 Title and Land Register Details:

Nature of Title:	Private / Absolute
Gazettes:	None
Easements:	A 6ft Right of Way along the east, south and west boundaries in favour of Block 73A Parcels 10,11,15 and 24
Appurtenances:	Please refer to the Land Register within the appendices

5.0 LIMITATIONS & EXTENT OF INVESTIGATIONS:

Our full assumptions and limiting conditions are set out towards the end of this report and we recommend that these are read in full and understood. If you have any questions relating to these please contact us.

In particular we would draw your attention to the fact that our inspection was limited in extent and that we did not test the top soil, or sub-strata, nor services; that it may not have been possible to inspect all areas of the parcel due to vegetation, materials or other impediments, that we have not made planning enquiries; that we have relied upon information from third parties, in particular title information on the Land Register and information on the Lands and Survey Lands Information System (LIS) website and we have not carried out a full legal search.

6.0 SPECIAL ASSUMPTIONS AND INSTRUCTIONS, RESERVATIONS AND DEPARTURES:**6.1 Market Value Subject to an assumed Restricted Marketing Period:**

Additionally to providing our opinion of Market Value, we have provided our opinion of Market Value with an assumed 6-month marketing period, in relation to which to achieve a sale. This marketing period constitutes a Special Assumption.

6.2 Other Special Assumptions, Reservations and Departures:

We have not been given any other special instructions, nor have reservations to report, nor have departed from the RICS Valuation – Global Standards (Incorporating the IVSC International Valuation Standards), January 2022.

7.0 LOCATION AND DESCRIPTION:**7.1 Location:**

The subject parcel is located within the Colliers registration district of Grand Cayman, approximately 22 miles north east of George Town, the capital of the Cayman Islands. More specifically, the parcel is situated on the southern side of Queens Highway, approximately 0.4km west of the eastern junction between Sunnyfield Road and Queens Highway. The exact location is highlighted on the Land Registry map within the appendices.

The majority of parcels within the immediate vicinity are either undeveloped or have been developed with single family residences. The nearest amenities are situated in the East End.

7.2 Parcel Description:

The parcel is an irregular shaped lot which has a registered area of 9.00 acres or 392,040 square feet. The parcel is zoned for Agricultural / Residential use and has c.290 linear feet of frontage onto Queens Highway to the northern boundary.

Based on the 2023 aerial image below, it appears the parcel is covered in dense vegetation.

The parcel is to be sub-divided into 26 lots ranging from 10,033 square feet to 17,028 square feet. The subdivision plan can be found within the appendices.



7.0 LOCATION AND DESCRIPTION: (Cont'd)

7.3 Services:

Electricity: Mains electricity is available in the area (Caribbean Utilities Ltd.).

Water: Mains water is available to the parcel

Drainage: A septic tank will be required

Telephones: Full telecommunications services are available to the parcel

8.0 FACTORS AFFECTING VALUATION:

We have had regard to the following matters in considering our opinion of Market Value of the subject parcels: -

8.1 Suitability of Security:

We consider the subject parcels to be suitable for banking security purposes and do not foresee any exceptional difficulties arising in the event of a sale becoming necessary.

8.2 Contamination:

We are unaware of any contamination to this, or neighbouring property. However, should such contamination come to light, our reported valuation figures may need to be reduced. We should point out, however, that our inspection was visual only and no soil samples were taken, nor other tests, environmental audit, or other environmental investigations carried out.

8.3 Flooding:

The parcel has elevations of between approximately 6ft and 20ft above mean sea level.

8.4 Planning Zone:

The parcels will have an Agricultural / Residential planning classification under the current Cayman Islands Development and Planning Regulations. In such areas, permitted development will usually comprise detached houses or agricultural buildings and, in suitable locations, semi-detached homes, guest houses and apartments are also permissible subject to defined restrictions.

8.0 FACTORS AFFECTING THE VALUATION: (Cont'd)**8.5 Market Commentary:**

The Cayman Islands property market has been very active over the last 4 years, despite the Covid-19 pandemic, with an increase in transaction volumes and increasing values. This has yet to translate into increasing property values across the entire island but it is certainly prevalent in the majority of registration districts with the exception of perhaps the more easterly and northern areas. The improving property market has also kick-started development with a large volume of both high-end and more affordable condos being built on the western side of the island.

In the short term however we have seen rising inflation and increases in interest rates which may soften the market. The outcome of these factors is yet to be seen and as such, this valuation is subject to a greater degree of material valuation uncertainty (as per VPS3 and VPGA10 of the RICS Red Book Global) and we recommend that you keep this valuation under frequent review.

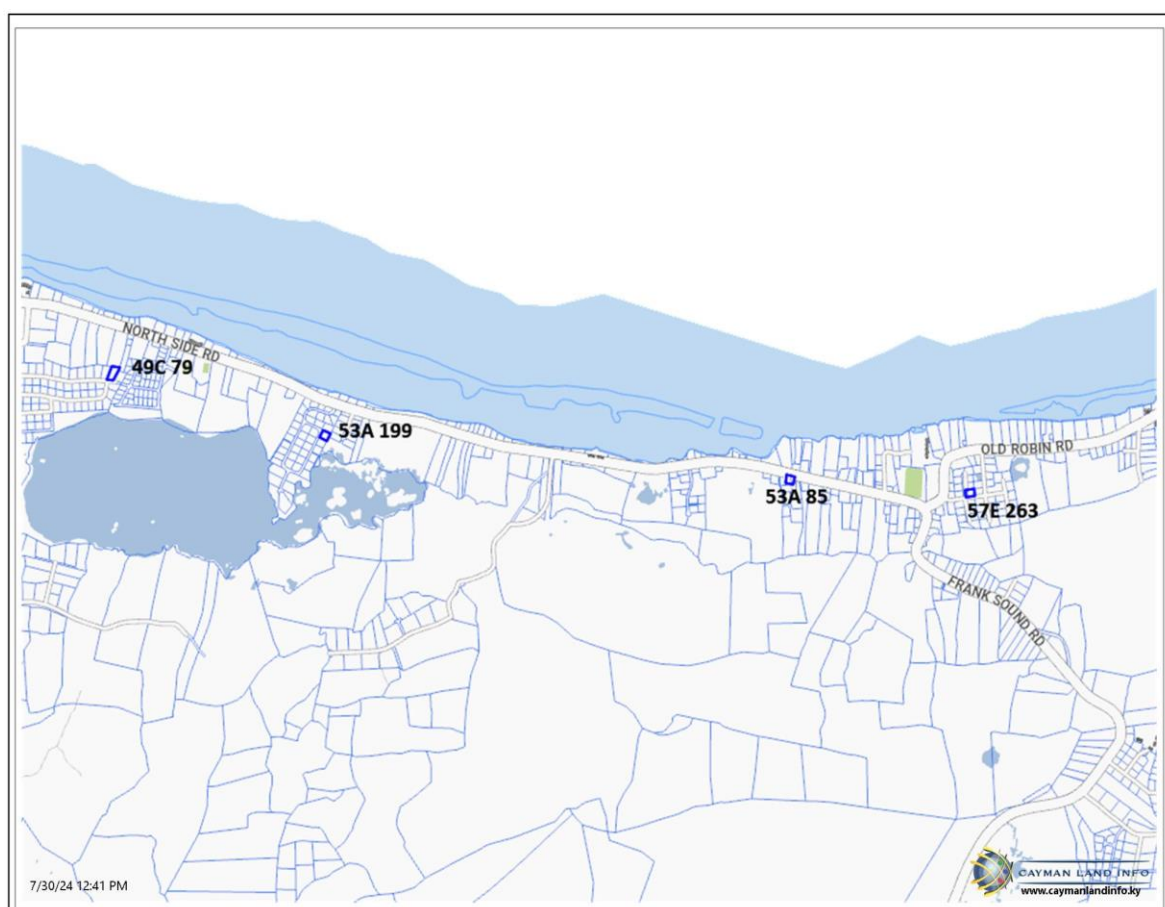
9.0 VALUATION METHODOLOGY:

9.1 Comparable Sales Method:

In order to provide the Market Value of each lot, we have researched sales of land in the surrounding area and found the following transfers:

Block and Parcel No.	Date of Sale	Sales Price KYD	Area in SF	Price KYD Per SF	Location
49C 79	07/05/24	140,000	16,296	8.59	Gray Cliffs Ave
53A 199	14/11/23	98,584	10,716	9.20	Off North Side Road
57E 263	07/07/23	170,000	10,428	16.30	Sextant Road
53A 85	20/03/23	110,000	10,019	10.98	North Side Road

The sales are highlighted on the map below:



As can be seen, the comparable sales achieved rates that vary between \$8.59 per square foot and \$16.30 per square foot with the average being \$11.27 per square foot. We would anticipate larger parcels selling for lower rates per square foot given economies of scale.

9.0 VALUATION METHODOLOGY: (Cont'd)**9.1 Comparable Sales Method: (Cont'd)**

We have provided further information on each parcel within the table below:

Block & Parcel No.	Area SF	Zoning	Elevations (FT)	Cleared / Filled
49C 79	16,296	MDR	12-21	N
53A 199	10,716	LDR	11-18	N
57E 263	10,428	MDR	4	Cleared
53A 85	10,019	MDR	4-5	N

*Key: LDR = Low Density Residential AGR = Agricultural / Residential

Based on the comparable evidence, adjusting for factors such as elevations and location, we believe that the parcels will have a value ranging from \$13.00 per square foot for the largest parcel increasing to \$16.00 per square foot for the smaller parcels.

The Market Value for each lot is therefore as follows:

<u>Lot</u>	<u>Size SQ FT</u>	<u>Market Value KYD</u>	<u>Lot</u>	<u>Size SQ FT</u>	<u>Market Value KYD</u>
1	17,028	221,000	14	11,135	173,000
2	14,660	213,000	15	10,033	161,000
3	15,467	217,000	16	10,309	165,000
4	10,511	168,000	17	10,422	167,000
5	11,299	175,000	18	10,196	163,000
6	13,614	204,000	19	12,541	188,000
7	13,017	195,000	20	14,014	203,000
8	14,200	206,000	21	13,143	197,000
9	13,615	204,000	22	12,527	188,000
10	10,440	167,000	23	10,997	170,000
11	12,730	191,000	24	12,086	181,000
12	12,082	181,000	25	12,037	181,000
13	12,899	193,000	26	12,952	194,000

9.0 VALUATION METHODOLOGY: (Cont'd)**9.1 Comparable Sales Method: (Cont'd)**

This equates to an aggregate Market Value of:

<u>Currency</u>	
KYD	\$4,866,000 (Four Million Eight Hundred and Sixty-Six Thousand)

10.0 MARKET VALUE SUBJECT TO A RESTRICTED MARKETING PERIOD:**10.1 Definition Market Value with a Restricted Marketing Period:**

We have agreed with you, as set out within our Terms of Engagement that we would provide, in addition to Market Value, our opinion of the Market Value with the Special Assumption of a restricted 'marketing' period. This replaces **"ERRP – Estimated Restricted Realisation Price"** which is no longer a basis of valuation supported by the Royal Institution of Chartered Surveyors (RICS). The two definitions essentially produce the same result, with the difference that the use of a Special Assumption allows the valuer to be explicit about the restrictions affecting any proposed property sale.

This basis of valuation presumes that the property must be listed for sale; be advertised, marketed and shown for viewings; that all negotiations take place and that all legal, search and registration formalities be completed during the restricted 'marketing' period, the transaction closing/completing on the Date of Valuation.

Circumstances where the Market Value with the Special Assumption of a restricted 3-month marketing period may be relevant include (although are not limited to): bank re-possessed properties and distressed sales where the mortgagor is in arrears and may be under the threat of re-possession by the mortgagee; estate/probate sales and instances where owners have either already left/emigrated from the Cayman Islands, or intend doing so at relatively short notice and therefore need to achieve a quick sale.

In this instance we have applied a 'marketing period' commencing 6-months prior to the Date of Valuation, which would be considered restrictive and inadequate in most cases and would usually result in the price able to be achieved being lower than Market Value. Such distressed sales can be seen on Lands and Survey's website and typically show discounts varying between 5% and 25% of Market Value.

10.2 Opinion of Market Value with a Restricted Marketing Period:

In our opinion, the aggregate Market Value of the freehold interest in the subject parcel, on completion of the proposed sub-division, with vacant possession, subject to the Special Assumption of a restricted marketing period, as at the date of valuation is:

<u>Currency</u>	
KYD	\$3,500,000 (Three Million Five Hundred Thousand)

11.0 Terms and Conditions:

The following are the terms and conditions (the “Terms and Conditions”) on which we, DDL Studio Ltd will provide certain services (the “Services”) to you as set out within the attached Letter of Engagement. The Letter of Engagement and the Terms and Conditions are together referred to as the “Contract” or “the Engagement”.

11.1 The Contract Between us:

11.1.1 This Contract represents the entire understanding and constitutes the entire agreement between the parties in relation to the services to be undertaken and supersedes any previous agreement between the parties as to such subject matter. Each party acknowledges and agrees that in entering into this Contract it has not relied on any representation or warranty or undertaking other than those expressly within this Contract and, except in relation to any liability for fraudulent misrepresentation, neither party shall be under any liability or shall have any remedy in respect of misrepresentation or untrue statement unless and to the extent that a claim lies under this Contract.

11.1.2 If we have already started work (e.g. by inspecting the property, by gathering information or giving initial advice) then you agree that this Contract applies retrospectively from the start of our work.

11.2 Reports and Advice; Communications:

11.2.1 Reliance on Drafts or Oral Advice: You shall not place reliance on oral advice or draft reports, conclusions or advice, issued by us, as the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report or advice issued.

11.2.2 Use and Purpose of Advice and Reports: Any advice given or report issued by us is provided solely for your use and benefit and then only in connection with the purpose in respect of which the Services are provided. You shall not provide such report or advice to any third party without our prior written consent, which we may at our discretion grant, withhold or grant subject to conditions. In no event, regardless of whether consent has been provided, shall we assume any liability or responsibility to any third party to whom any advice or report is disclosed or made available and you will indemnify us against all claims resultant from your breach of this clause 7.2.2.

11.3 The Services and our Respective Responsibilities in Relation to them:

11.3.1 The scope of the Services and any reports to be provided under this Contract together with our responsibilities for them are as described in the Letter of Engagement. Unless specifically agreed otherwise between you and us, all dates given or specified by you for the supply of the Services are intended for planning and estimating purposes only and are not contractually binding.

11.3.2 You agree that (except as otherwise specifically notified to us by you in writing) all information provided by and on your behalf in respect of the Services is complete and accurate and is not misleading (either on its face or by inference or omission) and that there are no other material facts known to you that may be relevant to us in carrying out the Services and further that we may rely on such information. Any reports issued or conclusions reached by us may be based upon information provided by and on your behalf. Accordingly, we assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided by you and on your behalf.

11.0 Terms and Conditions: (Cont'd)

11.3 The Services and our Respective Responsibilities in Relation to them: (Cont'd)

11.3.3 Where you are using third parties to provide information, materials or other assistance in support of the Services, or you are employing other suppliers whose work may affect our ability to deliver the Services, you will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work

11.3.4 You agree that you will apply your independent judgment to evaluate any report advice or recommendations we give you. You will be responsible for deciding whether our recommendations make sense in the context of your situation and whether you wish to rely on, implement or act on them, including the actions necessary to realize any expected benefits. (i.e. you must use reasonable judgment in deciding whether to rely on it after our advice in the extent that they apply specifically to you.

11.3.5 Unless the Letter of Engagement specifies otherwise, you agree that any report prepared pursuant to the Services will be deemed accepted by you when it is delivered to you in its final form.

11.4 Fees:

11.4.1 Fee Basis: Our fees will be charged on the basis set out in the Letter of Engagement or as otherwise notified to you. Any deposits, part or full payment are non-refundable except where no substantial work has been undertaken by DDL Studio Limited. You will be contractually liable for the fees in agreed in full, upon signing these Terms and Conditions and/or the Letter of Engagement.

11.4.2 Payment of Fees: The timing for payment of fees and expenses shall be of the essence. If we do not receive payment of any invoice within 30 days of the invoice date we shall be entitled, without prejudice to any other rights that we may have, to charge you interest accruing on the sum due to us at the rate of 3% above the base rate of the CNB Bank from time to time calculated on a daily basis from the date of the relevant invoice until the date of payment in full.

11.5 Other Consultants:

11.5.1 Your Responsibility for Other Parties: You shall be solely responsible for the work and fees (which shall be paid directly by you) of any other party (including co-consultants and contractors) engaged by you, or by us on your behalf, to participate in the Engagement regardless of whether such party was introduced to you by us. Except as provided in the Letter of Engagement we shall not be responsible for providing or reviewing specialist advice or services including surveying, legal, due diligence or any other investigative services.

11.5.2 We will have no liability for services or products that we reasonably need to obtain from others in order to provide our Services, including services provided by Lands & Survey Department of the Cayman Islands government.

11.6 Changes To Services and To The Contract:

11.6.1 Either party may request changes to the Services. We shall work with you to consider and, if appropriate, vary any aspect of the Engagement, subject to payment of reasonable additional fees and a reasonable additional period to provide any additional Services. Any variation to the Contract, including any variation to fees and services shall only be effective if set forth in a supplemental letter of engagement signed by both parties and shall form part of the Contract and to which these Terms and Conditions shall apply.

11.0 Terms and Conditions: (Cont'd)

11.7 Liability:

11.7.1 Limitation of our Liability:

(a) We will seek to provide a service such as would be expected of a small local firm of professional consultant surveyors and we will use reasonable skill, care and diligence in the provision of the Services. We agree with you to limit liability, including consequent and contingent liability, to a multiple of three times the valuation fee. We will not accept liability for any loss, or damage in excess of this figure.

(b) Nothing in this Contract shall exclude, restrict or prevent a claim being brought in respect of any liability arising from fraud or other liabilities which cannot lawfully be limited or excluded.

(c) We shall not accept liability for any loss, damage, cost or expense arising from (i) any breach by you of your agreement with us or any act or omission of any other person or (ii) any use by you of our reports or Services for a purpose other than as set out in the Letter of Engagement.

(d) Our liability to you and to all other persons who we both have agreed may have the benefit of and rely on our work on the terms hereof (you and they each "a Beneficiary") to pay damages as a direct result of breach of contract or negligence or any other tort by us in connection with or arising out of the Engagement or any addition or variation thereto shall be limited to that proportion only of your actual loss which was directly caused by us and in any event our liability shall in no circumstances exceed in aggregate the amount specified in the Letter of Engagement or, if no amount is specified in there, the amount of the fees paid by you to us under this contract. In any event, we will not be liable for any indirect, special and consequential loss, and/or any loss which is caused by circumstances beyond our reasonable control.

(e) Any liability which we may have to you under or in connection with this Contract for losses suffered by you shall (so far as permitted by law) be limited to such an amount as is finally determined to be just and equitable, having regard to the extent of responsibility for those losses of us, you (including your directors, officers, employees or agents), and any person other than us who is jointly or severally liable to you for all or part of the same losses, provided always that our liability to you shall not under any circumstances exceed in aggregate the amount set out in this contract. Any limitation or exclusion or restriction on the liability of any such other person under any jurisdiction, whether arising under statute or contract or resulting from death, bankruptcy or insolvency, or any settlement of such liability agreed with you, shall be ignored for the purposes of determining whether that other person is liable to you and the extent of responsibility of that other person to you.

(f) Where there is more than one Beneficiary of the Services, the limit of liability specified in clause 7.1(a) above will have to be allocated between all Beneficiaries. No Beneficiary shall dispute or challenge the validity, operation or enforceability of this clause on the grounds that no such apportionment has been so agreed or on the grounds that the agreed share of the limitation amount so apportioned to any Beneficiary is unreasonably low.

(g) We have no responsibility for anything that is beyond the scope of the Services defined in the Letter of Engagement. In particular, we have no obligation to provide, nor any liability for advice, or failure to advise, on the condition of a property (unless specifically instructed to carry out a formal building survey).

11.0 Terms and Conditions: (Cont'd)

11.7 Liability: (Cont'd)

11.7.1 Limitation of our Liability: (Cont'd)

(h) This contract is between the Client and DDL Studio Ltd. only and no duty of care or liability is intended to be extended to any individual employee, consultant, director performing the work on behalf of DDL Studio Ltd. (whether professionally qualified or not). The Client agrees not to pursue any claims in contract, tort or for breach of statutory duty (including negligence) against any individuals working for DDL Studio Ltd. in carrying out its obligation under the Engagement at any time, whether named expressly in the Appointment or not. The Client acknowledges that such individuals are entitled to enforce this term of the Appointment pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.7.2 Liability Limitation and the Provision of Information: Notwithstanding clause 7.7.1(b) and 7.7.1(d), but subject always to clause 7.7.1(a), in no circumstances shall we be liable to pay any damages to you for losses arising out of or in any way connected with the provision of information to us by you or your failure to provide information to us either punctually or at all or any fraudulent act, misrepresentation or willful default on your part.

11.8 Miscellaneous Provisions:

11.8.1 Actions Required by Law: Nothing in the Contract shall prevent us from taking all such action as may be required by law or statute or to comply with the regulations of any relevant professional or regulatory bodies. This includes compliance with Anti-Money Laundering Regulations.

11.8.2 Conflict: In the event of any conflict between the Terms and Conditions and the Letter of Engagement, the Terms and Conditions shall prevail. In the event and only to the extent of any conflict between the Letter of Engagement and any referenced or attached document the Letter of Engagement will take precedent.

11.8.3 Force Majeure: Neither party shall be liable for any failure or delay in performing any of its obligations hereunder if such failure or delay is caused by an event outside of that party's reasonable control.

11.8.4 Waiver of Remedies: No forbearance, delay or indulgence by either party in exercising or enforcing the provisions of this Contract shall prejudice or restrict the rights (whether provided by this Contract or by law) of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party or available by law is exclusive of any other right, power or remedy available to that party (whether under this Contract or at law)

11.8.5 Severability: If any provision in this Contract is, in whole or in part, held by a court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable under any enactment or rule of law then that provision or part thereof shall to that extent be deemed not to form part of this Contract and the enforceability and validity of the remainder of this Contract shall not be affected. Provided always that if any such deletion substantially affects or alters the commercial basis of these Terms and Conditions the parties shall negotiate in good faith to amend and modify them as may be necessary or desirable in the circumstances.

11.8.6 Rights of Third Parties: No person who is not a party to this Contract shall have any rights to enforce any of its terms.

11.8.7 Assignment: Neither of us may assign or otherwise transfer the benefit of this Contract without the prior express written consent of the other, including any successor to our business. Further, neither of us will directly nor indirectly transfer any claim against the other arising out of this Contract to any other person.

11.0 Terms and Conditions: (Cont'd)

11.8 Miscellaneous provisions: (Cont'd)

11.8.8 Interpretation: “DDL Studio Ltd “we”, “our” and “us” refers to DDL, a limited liability partnership registered in The Cayman Islands and includes all owners, directors, employees and agents of all such entities. References to “Addressee(s)”, “you” and “your” refers to the original addressee(s) of the Letter of Engagement on whose behalf this Contract was acknowledged and accepted, together with any other persons whom we have agreed in writing may have the benefit of the Services or to whom we have assumed a duty of care in respect of the Services under written arrangement with them, provided that such other persons have agreed to the terms of this Contract.. We use the word partner to describe a member of DDL Studio Ltd. in their capacity as such.

11.8.9 Governing Law: This Contract (including all contractual and non-contractual rights and obligations arising out of or relating thereto) shall be governed by and interpreted in accordance with The Cayman Islands Law. Each party hereby irrevocably agrees to submit to the exclusive jurisdiction of the courts of The Cayman Islands in respect of any claim, dispute or difference of whatever nature concerning the Contract and any matter arising from it.

11.8.10 Dispute Resolution: The parties will attempt to resolve any dispute that may arise under or in connection with this contract by negotiation. If after a reasonable time any dispute has not been resolved by negotiation, then subject to both parties’ consent in writing, the parties may refer the dispute to mediation. A copy of our Complaints Handling Procedure is available upon request

11.9 Valuation-Specific Terms:

11.9.1 RICS Valuation Standards: All valuations are carried out in accordance with the latest edition of the Valuation Standards published by the Royal Institution of Chartered Surveyors, (“the Valuation Standards”) and are undertaken by appropriately qualified valuers as defined therein.

11.9.2 Valuation Basis: Unless stated otherwise within the report, we have adopted ‘Market Value’ and its interpretative commentary as the basis of valuation in accordance with the Valuation Standards, which is defined as:

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

It should be noted that the interpretive commentary of the Valuation Standards makes it clear that, amongst other things, the valuation assumes that the appropriate marketing period had occurred prior to the valuation date and that simultaneous signing of contract and closing/completion of the sale took place on the valuation date. Our valuations are, therefore, based upon the facts and evidence available as at the date of valuation.

We would also draw your attention to the fact that we are required to assume that the buyer will purchase in accordance with the realities of the current market, and with current market expectations, and that the seller will sell the property at market terms for the best price attainable in the open market after proper marketing, whatever that price may be.

No allowances are made in our valuations for any expenses of realisation that would be incurred on a sale, or to reflect the balance of any outstanding mortgages, either in respect of capital or interest accrued thereon. Costs of acquisition are also not included in our valuations.

Unless it has been made apparent by an express statement within this report we have assumed that vacant possession is provided.

11.0 Terms and Conditions: (Cont'd)

11.9 Valuation-Specific Terms: (Cont'd)

11.9.3 Information Supplied: We have assumed that where any information relevant to our valuation is supplied by you, or by any third party at your instigation, it is correct and comprehensive, and can be safely relied upon by us in preparing our valuation.

11.9.4 Documentation and Title: Unless specifically instructed, we do not read legal documentation and we take information from the Land Register and assume that this comprises a full and legally accurate record of all relevant title information. Unless shown on the Land Register, or expressly disclosed to us in writing we assume that the title, property and all documentation are free from any unusual or onerous easements, restrictions, covenants, encumbrances, Gazettes (compulsory purchase notices), or other outgoings which would adversely affect the value of the relevant interest(s) and that good title can be shown.

We have taken the boundaries of the property to as marked on the Lands and Survey Land online Land Information System (LIS) and no on-site boundary measurements are taken.

Where legal documentation is provided to us, we will have regard to the matters therein but recommend that reliance should not be placed on our interpretation thereof without prior verification by your legal advisors.

Unless notified to the contrary, we assume that each property has a good and marketable title and is free from any pending litigation or accrued liabilities. In respect of leasehold properties, we will assume that your landlord will give any necessary consents to an assignment and that there are no unusual or onerous provisions in the lease or any side agreements.

11.9.5 Inspections: We undertake such inspections and investigations as are, in our opinion, necessary to produce a valuation which is professionally adequate for its purpose.

Our inspection was undertaken from floor level and the substructure, superstructure, services and finishes were not opened up, exposed nor inspected where concealed. Our inspection was visual only, non-destructive and non intrusive. Large items of furniture, fittings and chattels were not moved and areas concealed in this manner could not be inspected. We cannot comment upon nor accept liability for defects or damage concealed in this manner or otherwise not visible during our inspection and our valuations are prepared on the basis that an inspection or survey of those parts which have not been inspected would not reveal material defects or cause the Valuer to alter the valuation materially.

11.9.6 Tenancies (in the Case of Commercial Properties): Unless disclosed to us, it is assumed that all properties are subject to normal outgoings and that tenants are responsible for all repairs, the cost of insurance and payment of rates and other usual outgoings, either directly or by means of service charge provisions.

Unless we state otherwise, it is further assumed that rent reviews are on an upward-only basis to the open market rent and that no questions of doubt arise as to the interpretation of the rent review provisions in the lease. We assume that neither the landlord nor the tenant may terminate the lease prematurely.

11.9.7 Tenant's Covenant Strength: Unless specifically requested, we do not make detailed enquiries into the covenant strength of occupational tenants but rely on our judgment of the market's perception of them. Any comments on covenant strength should therefore be read in this context. Furthermore, we assume, unless otherwise advised, that the tenant is capable of meeting its financial obligations under the lease and that there are no arrears of rent or other payments or undisclosed breaches of covenant.

11.0 Terms and Conditions: (Cont'd)

11.9 Valuation-Specific Terms: (Cont'd)

11.9.8 Measurements: All property measurement is carried out in accordance with the latest edition of the Code of Measuring Practice issued by the Royal Institution of Chartered Surveyors, unless stated otherwise. Unless specifically instructed, we do not undertake a measured site survey but calculate site areas by reference to the identified boundaries of the property and the appropriate Ordnance Survey Plan.

11.9.9 Planning and Other Statutory Regulations: Unless specifically instructed, we do not normally undertake enquiries to obtain land use and development planning and highway information from the relevant Local Authority.

Our valuations are prepared on the assumption that all required valid planning permissions and statutory approvals for the buildings and their use, including any extensions or alterations, have been obtained and complied with and that there are no unusual, or onerous planning, or building control issues. We also assume that all necessary consents, licences and authorisations for the use of the property and the process carried out therein have been obtained and will continue to subsist and are not subject to any onerous conditions.

Unless disclosed to us, we assume that there are no outstanding statutory breaches or impending litigation in respect of the property.

11.9.10 Comparable Evidence: We may rely on both documented (electronically or otherwise) and hearsay evidence of market transactions, in particular information provided on the Lands and Survey Land Information System (LIS) and Land Registry and from Realty Companies. Whilst we make reasonable efforts to verify the accuracy of such information we assume that it is reliable, correct and accurate. We do not accept liability for errors, omissions, or misrepresentations in such information. Were we believe there to be the possibility of inaccuracies or such information to be less reliable than usually expected, we will state this in the report.

11.9.11 Building Surveys: Unless specifically instructed, we do not undertake building surveys, nor do we inspect those parts that are covered, unexposed or inaccessible, or test any of the electrical, air-conditioning, drainage or other services, nor appliances and our inspection was visual only. No assurance is given that any property is free from defect. We assume that those parts which have not been inspected would not reveal material defects which would cause us to alter our valuation.

11.9.12 New Buildings and Structures: That in the case of a property to be constructed, or under construction, the construction of which has not been completed, any valuation assuming completion assumes that all construction and finishes will be satisfactorily completed, to a good standard, to Code and without concealed defects, or construction disputes arising.

11.9.13 Hazardous and Deleterious Materials: Unless specifically instructed, we do not carry out investigations to ascertain whether any building has been constructed or altered using deleterious materials or methods. Unless specifically notified, our valuation assumes that no such materials or methods have been used. Common examples include defective concrete, asbestos and substandard or deteriorated steel reinforcement.

11.9.14 Site Conditions: Unless specifically instructed, we do not carry out investigations on site in order to determine the suitability of ground conditions and services, nor do we undertake environmental, archaeological, or geotechnical surveys. Unless notified to the contrary, our valuation is on the basis that these aspects are satisfactory and also that the site does not have any existing or potential sink holes.

11.0 Terms and Conditions: (Cont'd)

11.9 Valuation-Specific Terms: (Cont'd)

11.9.14 Site Conditions: (Cont'd) In the case of properties that may have development potential, we assume that the site has load-bearing capacity suitable for the anticipated form of development without the need for additional and expensive foundations, clearing, filling or drainage systems.

11.9.15 Environmental Contamination: In preparing our valuation we assume that no contaminative or potentially contaminative use is, or has been, carried out at the property. Unless specifically instructed, we do not undertake any investigation into the past or present uses of either the property or any adjoining or nearby land, to establish whether there is any potential for contamination from these uses and assume that none exists. Should it, however, be subsequently established that such contamination exists at the property or on any adjoining land or that any premises have been or are being put to contaminative use, this may have a detrimental effect on the value reported.

11.9.16 High Voltage Electrical Supply Apparatus: Where there is high voltage electricity supply apparatus within close proximity to the property, unless otherwise stated we have not taken into account any likely effect on future marketability and value due to any change in public perception of the health implications.

11.9.17 Chattels and Plant and Machinery: Our valuation includes those items usually regarded as forming part of the building and/or comprising landlord's fixtures, such as A/C, gas installations, lighting, alarms, sprinklers and ventilation systems, kitchen and bathroom appliances and lifts but generally exclude chattels, furnishings, processing plant, machinery and equipment and those fixtures and fittings normally considered to be the property of the owner or tenant.

11.9.18 Taxation: In preparing our valuations, no allowances are made for any liability which may arise for payment of any property related tax, whether existing or which may arise on development or disposal, deemed or otherwise, either in the Cayman Islands or other jurisdiction in which you operate or are deemed resident.

11.9.19 Aggregation: In the valuation of portfolios, each property is valued separately and not as part of the portfolio. Accordingly, no allowance, either positive or negative, is made in the aggregate value reported to reflect the possibility of the whole or part of the portfolio being put on the market at any one time.

11.9.20 Confidentiality/Third Party Liability: Our valuations and reports are strictly confidential to the party to whom they are addressed, or their other professional advisors, for the specific purpose to which they refer. No third parties may rely upon our valuations and reports and no responsibility whatsoever is accepted to any third parties for the whole or part of their contents without our written approval.

11.9.21 Publication: Neither the whole nor any part of our report, nor any reference thereto, may be included in any published document, circular or statement, nor published in any way nor disclosed orally to a third party, without our written approval of the form and context of such publication or disclosure. Such approval is required whether or not DDL Studio Limited are referred to by name and whether or not the report is combined with others.

11.9.22 Complaints Procedure: In accordance with the RICS Rules of Conduct, we operate a Complaints Procedure. Should you have any reason to complain, please contact our Head of Compliance & Best Practice at PO Box 31318, Grand Cayman KY1-1206, Cayman Islands.

© 2024 DDL Studio Limited. All rights reserved

12.0 LAND REGISTRY MAP EXTRACT AND REGISTER:



Legend

1:4,514



Notes


752.3 0 376.17 752.3 Feet



CAYMAN ISLANDS
LAND REGISTER

Edition 7
Opened 19 JUN 2024

A - PROPERTY SECTION

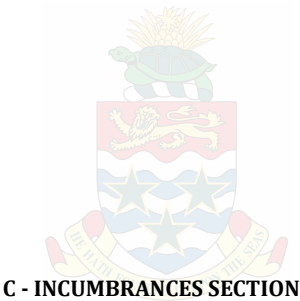
Ownership Type	Crown / Private	APPURTENANCES A 6-ft. Right of Way as indicated on the Registry Map. JW 	Block and Parcel No. 73A 23	
Nature of Title	Absolute / Provisional		Registration Section	COLLIERS
Origin of Title			Name of Parcel	
First Registration	09-Sep-1977		Approximate Area	9.0 Acre
Mutation No.				

B - PROPRIETORSHIP SECTION

Entry No.	Date	Instrument No.	Name and Address of Proprietor(s)	Signature of Registrar
2	30/04/18	3798/18	STEPHANIE LILLITH McLAUGHLIN, P. O. Box 658, Grand Cayman KY1-1502, Cayman Islands.	A Kirchman
4	18/06/24	6455/24	Note: Stay of Registration, proposed T/Land (SOUTH COVE LTD.) & Charge (CAYMAN NATIONAL BANK LTD.); Expires 02-Jul-2024	H Lingard

Block and Parcel No. 73A 23

Edition 7



Entry No.	Date	Instrument No.	Nature of Incumbrance	Further Particulars	Signature of Registrar
1	09/09/77	A. Record	Easement	A 6-ft. Right of Way as indicated on the Registry Map.	J WITTER
2	01/09/04	9866/04	V/Eas.	The 6-ft. ROW varied from the existing route to follow along	J Witter
				the east, south & west boundaries of this parcel in favour	
				of 73A 10, 11, 15 & 24 as indicated on the Registry Map.	

13.0 PHOTOGRAPHS:



14.0 INSTRUCTION CONFIRMATION LETTER:

South Cove Ltd
Grand Cayman
Cayman Islands

Dear Sir / Madam,

Client: South Cove Ltd

Block: 73A **Parcel:** 23

Tenure: Freehold

Purpose of Valuation: Mortgage financing

Date of Valuation: As stated within the valuation report

Use or Classification of Property: Land (sub-division)

Conflict of Interest: None

Currency Adopted: Cayman Island Dollars

Assumptions / Special Assumptions: Restricted marketing period

Thank you for your instructions to provide you with valuation report. You have informed us that the valuation is required to establish Market Value for mortgage financing purposes. The general terms upon which we accept this instruction are set out in the Standard Terms of Business for Valuations attached. Please countersign and return the copy of this letter to us when you have fully reviewed and considered these terms of engagement.

We confirm that the valuation will be prepared in accordance with the RICS Valuation Global Standards (Incorporating the IVSC International Valuation Standards), January 2022.

The work we will undertake, the sources of information on which we shall rely and the limitations that will apply to our investigations and report are set out in the Standard Terms of Business for Valuations.

Where full details of the property, such as the use or classification, or details of leases are not available at the date of this letter, we will establish these and confirm them with you in writing before the report is issued.

The basis of value is Market Value "**MARKET VALUE**" is defined by the Royal Institution of Chartered Surveyors as: "The estimated amount for which an asset or liability should exchange on the *valuation date* between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

We confirm that the valuation will be the responsibility of Oliver Williams MA(Hons) MRICS who will be acting as external valuer. We also confirm that Mr. Williams has the knowledge, skills and understanding to undertake the valuation competently.

Our fee for undertaking this work will be CI\$665. This figure includes disbursements, such as printing, travelling, Land Register and other out of pocket expenses. We require payment of a deposit of at least 50% of the fee when instructions are confirmed, the balance to be paid prior to release of the valuation report.

The report will be addressed to you and any other authorized users stated in the headings on the first page of this letter and is for your and their use only. We particularly draw your attention to the comment in our Standard Terms about our liability to third parties and publication.

You are advised that compliance with the Valuation Standards may be investigated by RICS for the purposes of the administration of the institution's conduct and disciplinary regulations.

In accordance with the RICS Rules of Conduct, we operate a Complaints Procedure. A written copy of our Complaints Procedure will be made available upon request. Should you have any reason to complain, please contact our Head of Compliance & Best Practice at PO Box 31318, Grand Cayman KY1-1206, Cayman Islands.

We believe that we have fully set out your requirements but if we have omitted any matter, please let us know.

Yours sincerely,



Oliver Williams MA(Hons) MRICS
Associate Director
RICS Registered Valuer

Tel: 943-3622
Fax: 945-3623

I, OBO South Cove Ltd, have read and understand the above Terms of Engagement letter and accompanying Terms and Conditions in Appendix A - General terms and conditions and Appendix B – Supplementary Terms For Valuations.

Signed:

Date:

15.0 SUB-DIVISION PLAN:

73A32

QUEENS HWY

TOTAL = 400,428 sf
5% = 20,021 sf

73A25

73A22

73A24

73A15

73A101

