

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PART TWO OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT 2006. This Document contains a proposal which, if implemented, will result in the cancellation of the admission to trading of Lok'nStore Shares on AIM.

If you are in any doubt as to the contents of this Document or the action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 if you are taking advice in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

If you sell, have sold or otherwise transferred all of your Lok'nStore Shares, please forward this Document and the accompanying documents (other than documents or forms personal to you) at once to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. However, such documents should not be forwarded or transmitted, in whole or in part, directly or indirectly, in or into or from any jurisdiction in which such act would constitute a violation of the relevant laws or regulations in such jurisdiction.

If you sell, have sold or transferred only part of your holding of Lok'nStore Shares, you should retain these documents and should contact the bank, stockbroker or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise acquired Lok'nStore Shares, notwithstanding receipt of this Document and any accompanying documents from the transferor, you should contact Lok'nStore's registrars, Link Group, on the telephone number set out below to obtain personalised Forms of Proxy.

The release, publication or distribution of this Document and any accompanying documents (in whole or in part), directly or indirectly, in or into or from jurisdictions other than the United Kingdom may be restricted by the laws or regulations of those jurisdictions and therefore persons into whose possession this Document and any accompanying documents come should inform themselves about and observe any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws or regulations of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by such persons.

Recommended Cash Offer

for



LOK'N STORE GROUP PLC

by

SHURGARD SELF STORAGE LIMITED

to be effected by means of a Scheme of Arrangement
under Part 26 of the Companies Act 2006

You should read carefully the whole of this Document, any information incorporated by reference into this Document and the accompanying Forms of Proxy. Your attention is drawn to the letter from the Lok'nStore Chair in Part 1 (*Letter from Chair of Lok'nStore*) of this Document which contains the unanimous recommendation of the Lok'nStore Directors that you vote to approve the Scheme at the Court Meeting and vote in favour of the Special Resolution to be proposed at the General Meeting. Part 2 (*Explanatory Statement*) of this Document contains a letter from Cavendish Capital Markets Limited explaining the Scheme and constitutes an explanatory statement in compliance with section 897 of the Companies Act.

Notices of the Court Meeting and the General Meeting, both of which will be held at the offices of Cavendish Capital Markets Limited, One Bartholomew Close, London EC1A 7BL on 10 June 2024, are set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively. The Court Meeting will start at 10.00 a.m. and the General Meeting will start at 10.15 a.m. (or, if later, as soon as the Court Meeting has been concluded or adjourned).

The action to be taken by Lok'nStore Shareholders in respect of the Meetings is set out on pages 9 to 11 and in paragraph 18 of Part 2 (*Explanatory Statement*) of this Document. You will find accompanying this Document a BLUE Form of Proxy for use in connection with the Court Meeting and a WHITE Form of Proxy for use in connection with the General Meeting. Whether or not you intend to attend both or either of the Meetings in person, please complete and sign both of the accompanying Forms of Proxy and return them in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Link Group at PXS 1, Central Square, 29 Wellington Street, Leeds LS1 4DL at least 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the relevant Meeting. The Forms of Proxy have a pre-paid address for your convenience for use in the UK only. If the BLUE Form of Proxy for use at the Court Meeting is not returned by the above time, it may be handed to Link Group (on behalf of the Chair of the Court Meeting) or to the Chair of the Court Meeting before the taking of the poll at the Court Meeting and it will be valid. However, in the case of the General Meeting, unless the WHITE Form of Proxy is returned by the time noted above, it will be invalid.

Alternatively, you can submit your proxy electronically at <https://www.signalshares.com> by following the instructions set out on the accompanying Forms of Proxy. Electronic proxy appointments must be received by 10.00 a.m. on 6 June 2024 in the case of the Court Meeting and by 10.15 a.m. on 6 June 2024 in the case of the General Meeting (or, in the case of an adjourned Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-working day) prior to the time and date set for the adjourned Meeting).

If you hold your Lok'nStore Shares in uncertificated form (that is, in CREST) you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out at the end of this Document).

Proxies submitted via CREST (under CREST participant ID RA10) must be received by Link Group not later than 10.00 a.m. on 6 June 2024 in the case of the Court Meeting and by not later than 10.15 a.m. on 6 June 2024 in the case of the General Meeting (or, in the case of an adjourned Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-working day) prior to the time and date set for the adjourned Meeting).

Further details regarding attending the Court Meeting and General Meeting and the appointment of a proxy for each Meeting, are set out on pages 9 to 11 (*Action to be Taken*) of this Document.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders. Whether or not you intend to attend and/or vote at the Meetings, you are therefore strongly urged to submit proxy appointments and voting instructions as soon as possible, using any of the methods (by post, online or electronically through CREST) set out above. Doing so will not prevent you from attending and voting in person at either of the Meetings, or any adjournment thereof, if you wish and are entitled to do so.

If you have any questions relating to this Document or the completion and return of your Forms of Proxy, please contact the shareholder helpline on +44 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The shareholder helpline is open between 9.00 a.m. and 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales). Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the shareholder helpline cannot provide advice on the merits of the Scheme nor give any financial, investment, legal or tax advice.

J.P. Morgan Securities PLC, which conducts its UK investment banking business as J.P. Morgan Cazenove ("**J.P. Morgan Cazenove**"), and which is authorised in the United Kingdom by the Prudential Regulation Authority (the "**PRA**") and regulated by the PRA and the Financial Conduct Authority (the "**FCA**"), is acting as financial adviser exclusively for Shurgard and no one else in

connection with the Acquisition and will not regard any other person as its client in relation to the Acquisition and will not be responsible to anyone other than Shurgard for providing the protections afforded to clients of J.P. Morgan Cazenove or its affiliates, nor for providing advice in relation to the Acquisition or any other matter or arrangement referred to in this Document.

Goldman Sachs International ("**Goldman Sachs**"), which is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom, is acting exclusively for Lok'nStore and no one else in connection with the Acquisition and will not be responsible to anyone other than Lok'nStore for providing the protections afforded to clients of Goldman Sachs or for providing advice in connection with the matters referred to in this Document. No representation or warranty, express or implied, is made by Goldman Sachs as to the contents of this Document.

Cavendish Capital Markets Limited ("**Cavendish**"), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for Lok'nStore and no one else in connection with the Acquisition and will not be responsible to anyone other than Lok'nStore for providing the protections afforded to clients of Cavendish nor for providing advice in relation to the Acquisition or any other matter or arrangement referred to in this Document.

Peel Hunt LLP ("**Peel Hunt**"), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for Lok'nStore and no one else in connection with the Acquisition and neither Peel Hunt nor any of its affiliates will be responsible to anyone other than Lok'nStore (whether or not a recipient of this Document) for providing the protections afforded to clients of Peel Hunt nor for providing advice in relation to the Acquisition or any other matter or arrangement referred to in this Document.

IMPORTANT NOTICES

Neither this Document nor any of the accompanying documents do, or are intended to, constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval in relation to the Acquisition or the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful.

The statements contained in this Document are made as at the date of this Document, unless some other time is specified in relation to them, and service of this Document shall not give rise to any implication that there has been no change in the facts set forth in this Document since such date. Nothing in this Document shall be deemed to be a forecast, projection or estimate of the future financial performance of Lok'nStore or Shurgard except where otherwise stated.

This Document is not a prospectus, a prospectus-equivalent document or an exempted document.

Overseas jurisdictions

The release, publication or distribution of this Document in jurisdictions other than the UK may be restricted by law and therefore any persons who are not resident in the UK or who are subject to the laws of any jurisdiction other than the UK (including Restricted Jurisdictions) should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the UK or who are subject to the laws of another jurisdiction to vote their Lok'nStore Shares in respect of the Scheme at the Court Meeting, or to execute and deliver Forms of Proxy appointing another to vote at the Court Meeting on their behalf, may be affected by the laws or regulations of the relevant jurisdictions in which they are located or to which they are subject. Any failure to comply with applicable legal or regulatory requirements of any jurisdiction may constitute a violation of securities laws or regulations in that jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by such persons.

Unless otherwise determined by Shurgard or required by the Code, and permitted by applicable law and regulation, the Acquisition shall not be made available (in whole or in part), directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws or regulations in that jurisdiction and no person may vote in favour of the Scheme by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws or regulations of that jurisdiction.

The Acquisition will be subject to, among other things, the applicable requirements of English law, the Code, the Panel, the AIM Rules and the FCA.

Copies of this Document and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, in whole or in part, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction or any jurisdiction where to do so would constitute a violation of the laws of such jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. Any person (including, without limitation, any custodian, nominee and trustee) who would, or otherwise intends to, or who may have a contractual or legal obligation to, forward this Document and any other related document to any jurisdiction other than the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements.

If the Acquisition is implemented (with the consent of the Panel) by way of a Takeover Offer, the Takeover Offer may not be made (unless otherwise permitted by applicable law and regulation), directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.

Overseas Shareholders should refer to paragraph 16 of Part 2 (Explanatory Statement) of this Document.

OVERSEAS SHAREHOLDERS SHOULD CONSULT THEIR OWN LEGAL, FINANCIAL AND TAX ADVISERS WITH RESPECT TO THE LEGAL, FINANCIAL AND TAX CONSEQUENCES OF THE SCHEME.

Additional information for US investors

US shareholders should note that the Acquisition relates to an offer for the shares of a UK company and is being made by means of a scheme of arrangement provided for under English company law. The Acquisition, implemented by way of a scheme of arrangement, relates to the shares of a UK company that is a “foreign private issuer” as defined under Rule 3b-4 under the US Exchange Act and will be governed by English law. Accordingly, the Scheme is exempt from the registration requirements under the US Securities Act and is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act, as amended. Accordingly, the Acquisition is subject to the disclosure requirements and practices applicable to a scheme of arrangement involving a target company in the UK admitted to trading on AIM, which differ from the disclosure requirements of the US tender offer and proxy solicitation rules. If, in the future, Shurgard exercises its right to implement the Acquisition by way of a Takeover Offer and determines to extend the Takeover Offer into the US, the Acquisition will be made in compliance with applicable US laws and regulations.

The information in this Document has neither been approved nor disapproved by the SEC or any state securities commission. Neither the SEC nor any US state securities commission has approved, disapproved or passed judgment upon the fairness or the merits of the Acquisition or determined if this Document is adequate, accurate or complete. Any representation to the contrary is a criminal offence in the US.

Some or all of Lok’nStore’s officers and directors reside outside the US, and some or all of its assets are or may be located in jurisdictions outside the US. Therefore, investors may have difficulty effecting service of process within the US upon those persons or recovering against Lok’nStore or its officers or directors on judgments of US courts, including judgments based upon the civil liability provisions of the US federal securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court’s judgment. It may not be possible to sue Lok’nStore or its officers or directors in a non-US court for violations of the US securities laws.

In accordance with normal United Kingdom practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Shurgard or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Lok’nStore outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes Effective, lapses or is otherwise withdrawn. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases or arrangements to purchase shall be disclosed as required in the UK, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at www.londonstockexchange.com.

The receipt of cash pursuant to the scheme by US Shareholders (defined as shareholders who are US persons as defined in the US Internal Revenue Code) as consideration for the transfer of its Lok’nStore Shares pursuant to the scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Shareholder (including US Shareholders) is urged to consult his independent professional adviser immediately regarding the tax consequences of the transaction applicable to him.

The financial information with respect to Lok’nStore included in this Document has been or will have been prepared in accordance with International Financial Reporting Standards (“IFRS”) and thus may not be comparable to the financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US.

Forward-looking statements

This Document (including information incorporated by reference in this Document), oral statements made regarding the Acquisition, and other information published by Shurgard and Lok’nStore contain statements which are, or may be deemed to be, “forward-looking statements”. All statements, other than statements of historical fact are, or may be deemed to be, forward-looking statements. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on assumptions, expectations, valuations, targets, estimates, forecasts and projections of Shurgard and

Lok'nStore about future events, and are therefore subject to risks and uncertainties which could cause actual results, performance or events to differ materially from those expressed or implied by the forward-looking statements. The forward-looking statements contained in this Document include statements relating to the expected effects of the Acquisition on the Shurgard Group, the Lok'nStore Group and the Enlarged Group, the expected timing and scope of the Acquisition and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as "plans", "expects", "budget", "targets", "aims", "scheduled", "estimates", "forecast", "intends", "anticipates", "seeks", "prospects", "potential", "possible", "assume" or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "should", "would", "might" or "will" be taken, occur or be achieved. Shurgard and Lok'nStore give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risks (known and unknown) and uncertainties (and other factors that are in many cases beyond the control of Shurgard and/or Lok'nStore) because they relate to events and depend on circumstances that may or may not occur in the future.

There are a number of factors that could affect the future operations of the Shurgard Group, the Lok'nStore Group and/or the Enlarged Group and that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include the satisfaction (or, where permitted, waiver) of the Conditions, as well as additional factors, such as: domestic and global business and economic conditions; the impact of the Covid-19 pandemic or other pandemics; asset prices; market-related risks such as fluctuations in interest rates and exchange rates, industry trends, competition, changes in government and regulation, changes in the policies and actions of governments and/or regulatory authorities (including changes related to capital and tax), changes in political and economic stability (including exposures to terrorist activities, the UK's exit from the European Union, Eurozone instability, the Russia-Ukraine conflict, the Israel-Hamas conflict, disruption in business operations due to reorganisation activities, interest rate, inflation, deflation and currency fluctuations), the timing impact and other uncertainties of future or planned acquisitions or disposals or offers, the inability of the Enlarged Group to realise successfully any anticipated synergy benefits when the Acquisition is implemented (including changes to the board and/or employee composition of the Enlarged Group), the inability of the Shurgard Group to integrate successfully the Lok'nStore Group's operations and programmes when the Acquisition is implemented, the Enlarged Group incurring and/or experiencing unanticipated costs and/or delays, or difficulties relating to the Acquisition when the Acquisition is implemented. Other unknown or unpredictable factors could affect future operations and/or cause actual results to differ materially from those in the forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors.

Each forward-looking statement speaks only as of the date of this Document. Neither Shurgard Group nor Lok'nStore Group, nor any of their respective associates or directors, officers or advisers, provides any representation, warranty, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Document will actually occur. Forward-looking statements involve inherent risks and uncertainties. All forward-looking statements contained in this Document are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Readers are cautioned not to place undue reliance on these forward-looking statements. Other than in accordance with their legal or regulatory obligations (including under the Code, the UK Market Abuse Regulation, the AIM Rules and the DTRs), neither the Shurgard Group nor the Lok'nStore Group is under or undertakes any obligation, and each of the foregoing expressly disclaims any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

No profit forecasts or estimates

Nothing in this Document is intended, or is to be construed, as a profit forecast or to be interpreted to mean that earnings or earnings per share for Shurgard or Lok'nStore for the current or future financial years will necessarily match or exceed the historical published earnings or earnings per share for Shurgard or Lok'nStore, as appropriate, or mean that the Enlarged Group's earnings in the first 12 months following the Acquisition, or in any subsequent period, would necessarily match or be greater than those of Shurgard or Lok'nStore for the relevant preceding financial period or any other period.

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) of the Code applies must be made by no later than 3.30 p.m. on the tenth business day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. on the tenth business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8 of the Code. A Dealing Disclosure by a person to whom Rule 8.3(b) of the Code applies must be made by no later than 3.30 p.m. on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3 of the Code.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4 of the Code).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Electronic Communications

Please be aware that addresses, electronic addresses and certain information provided by Lok'nStore Shareholders, persons with information rights and other relevant persons for the receipt of communications from Lok'nStore may be provided to Shurgard during the Offer Period as required under section 4 of Appendix 4 to the Code to comply with Rule 2.11(c) of the Code.

Publication on websites and availability of hard copies

This Document and the documents required to be published pursuant to Rule 26 of the Code will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Shurgard's website at <https://www.shurgard.com/corporate/investors/acquisitions/loknstore> and on Lok'nStore's website at www.loknstore.co.uk/investors/recommended-cash-offer promptly and in any event by no later than 12 noon on the Business Day following the date of this Document. Neither the content of the websites referred to in this Document nor the content of any website accessible from hyperlinks in this Document is incorporated into, or forms part of, this Document.

In accordance with Rule 30.3 of the Code, Lok'nStore Shareholders, persons with information rights and participants in the Lok'nStore Share Plans may, subject to applicable securities laws, request a hard copy of this Document (and any information incorporated into it by reference to another source) by contacting Lok'nStore's registrars, Link Group, during business hours on +44 371 664 0321 within

the United Kingdom or by submitting a request in writing to Link Group, Central Square, 29 Wellington Street, Leeds LS1 4DL, with an address to which the hard copy may be sent. Persons who receive a copy of this Document in electronic form or via a website notification will not receive a hard copy of this Document unless so requested. Such persons may, subject to applicable securities laws, also request that all future documents, announcements and information to be sent in relation to the Acquisition should be in hard copy form.

Rounding

Certain figures included in this Document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Rule 2.9 disclosure

In accordance with Rule 2.9 of the Code, Lok'nStore confirms that as at the date of this Document, it has in issue and admitted to trading on AIM 32,897,949 ordinary shares of 1 penny each. The International Securities Identification Number (ISIN) of the ordinary shares is GB0007276115.

Information relating to Lok'nStore Shareholders

Please be aware that addresses, electronic addresses and certain information provided by Lok'nStore Shareholders, persons with information rights and other relevant persons for the receipt of communications from Lok'nStore may be provided to Shurgard during the Offer Period as required under Section 4 of Appendix 4 of the Code.

General

If you are in any doubt about the contents of this Document or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor or independent financial adviser duly authorised under the Financial Services and Markets Act 2000 if you are resident in the UK or, if not, from another appropriate authorised independent financial adviser.

Date

The date of publication of this Document is 17 May 2024.

TABLE OF CONTENTS

ACTION TO BE TAKEN	9
EXPECTED TIMETABLE OF PRINCIPAL EVENTS	12
PART 1 LETTER FROM CHAIR OF LOK'NSTORE	13
PART 2 EXPLANATORY STATEMENT	21
PART 3 CONDITIONS TO AND FURTHER TERMS OF THE SCHEME AND THE ACQUISITION	34
PART 4 THE SCHEME OF ARRANGEMENT	45
PART 5 FINANCIAL INFORMATION	53
PART 6 UNITED KINGDOM TAXATION	55
PART 7 ADDITIONAL INFORMATION	57
PART 8 DEFINITIONS	74
PART 9 NOTICE OF COURT MEETING	81
PART 10 NOTICE OF GENERAL MEETING	84
SCHEDULE 1 VALUATION REPORT OF JONES LANG LASALLE	88

ACTION TO BE TAKEN

For the reasons set out in this Document, the Lok'nStore Directors, who have been so advised by Goldman Sachs and Cavendish as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing advice to the Lok'nStore Directors, Goldman Sachs and Cavendish have taken into account the commercial assessments of the Lok'nStore Directors. Cavendish is providing independent financial advice to the Lok'nStore Directors for the purposes of Rule 3 of the Code.

Accordingly, in order to implement the Acquisition, the Lok'nStore Directors recommend unanimously that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and Lok'nStore Shareholders vote in favour of the Special Resolution at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, accept the Takeover Offer) as the Lok'nStore Directors who hold Lok'nStore Shares have irrevocably undertaken to do (or procure to be done) in respect of their entire beneficial holdings of Lok'nStore Shares, amounting in aggregate to 6,302,453 Lok'nStore Shares representing approximately 19 per cent. of the issued share capital of Lok'nStore as at the Latest Practicable Date.

This Part of this Document should be read in conjunction with the rest of this Document and, in particular, paragraph 8 of Part 1 (*Letter from Chair of Lok'nStore*) of this Document, paragraph 18 of Part 2 (*Explanatory Statement*) of this Document and the notices of the Court Meeting and the General Meeting set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively.

1. Documents

Please check that you have received the following:

- a BLUE Form of Proxy for use in respect of the Court Meeting on 10 June 2024;
- a WHITE Form of Proxy for use in respect of the General Meeting on 10 June 2024; and
- a pre-paid envelope (for use in the UK only) for the return of the BLUE Form of Proxy and the WHITE Form of Proxy.

If you have not received all of these documents, please contact the shareholder helpline on the number indicated in paragraph 3 below.

2. Voting at the Court Meeting and the General Meeting

The Scheme will require approval at a meeting of Scheme Shareholders convened with the permission of the Court to be held at the office of Cavendish Capital Markets Limited, One Bartholomew Close, London EC1A 7BL at 10.00 a.m. on 10 June 2024. Implementation of the Scheme will also require the approval of Lok'nStore Shareholders of the Special Resolution relating to the Acquisition to be proposed at the General Meeting. The General Meeting will be held at the same place as the Court Meeting, at 10.15 a.m. (or as soon thereafter as the Court Meeting concludes or is adjourned). Notices of the Court Meeting and the General Meeting are set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively.

Lok'nStore Shareholders entitled to attend and vote at the Meetings are entitled to appoint a proxy to exercise all or any of their rights to attend, speak and vote at the Court Meeting and/or General Meeting. A proxy need not be a Lok'nStore Shareholder.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of Scheme Shareholders. You are therefore strongly urged to complete and return your Forms of Proxy, or to appoint a proxy through CREST or electronically, as soon as possible. Doing so will not prevent you from attending, speaking and voting in person at the Meetings if you wish and are entitled to do so.

(a) Sending Forms of Proxy by post or by hand

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them either: (i) by post or (ii) during normal business hours only, by hand to Link Group at

PXS 1, Central Square, 29 Wellington Street, Leeds LS1 4DL, so as to be received as soon as possible and, in any event, not later than:

BLUE Forms of Proxy for the Court Meeting 10.00 a.m. on 6 June 2024

WHITE Forms of Proxy for the General Meeting 10.15 a.m. on 6 June 2024

or, in the case of adjournment(s), not later than 48 hours before the time and date set for the adjourned meeting(s) (excluding any part of such 48-hour period falling on a non-working day).

If the BLUE Form of Proxy for the Court Meeting is not received by the above time, it may be handed to a representative of Link Group, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting before the start of the Court Meeting and it will be valid. However, in the case of the General Meeting, the WHITE Form of Proxy must be received by the time mentioned above, or it will be invalid.

Lok'nStore Shareholders are entitled to appoint a proxy in respect of some or all of their Lok'nStore Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Lok'nStore Shareholders who wish to appoint more than one proxy in respect of their holding of Lok'nStore Shares should contact Link Group for further Forms of Proxy.

Completion and return of a Form of Proxy, or the appointment of a proxy electronically or using CREST (or any other procedure described below), will not prevent you from attending, speaking and voting in person at either the Court Meeting or the General Meeting, or any adjournment thereof, if you wish and are entitled to do so.

(b) Electronic appointment of proxies through CREST

If you hold Lok'nStore Shares in uncertificated form (that is, in CREST) you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively).

Proxies submitted via CREST (under CREST participant ID RA10) must be received by Link Group by no later than 10.00 a.m. on 6 June 2024 in the case of the Court Meeting and by no later than 10.15 a.m. on 6 June 2024 in the case of the General Meeting (or, in the case of an adjournment meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-working day) prior to the time and date set for the adjourned meeting).

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy), must, in order to be valid, be transmitted so as to be received by Link Group (under CREST participant ID RA10) not less than 48 hours before the time fixed for the Court Meeting or General Meeting (or adjourned meeting), as applicable (in each case, excluding any part of such 48-hour period falling on a non-working day). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Group is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Lok'nStore may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

(c) *Online appointment of proxies*

As an alternative to completing and returning the printed Forms of Proxy or appointing a proxy through CREST, Lok'nStore Shareholders entitled to attend and vote at the Meetings may appoint a proxy electronically by logging on to <https://www.signalshares.com> or registering if they have not previously done so. To register, Lok'nStore Shareholders will need their Investor Code (IVC) which is printed on the Forms of Proxy or is available from Link Group.

For an electronic proxy appointment to be valid, the appointment must be received by Link Group no later than 10.00 a.m. on 6 June 2024 for the Court Meeting and 10.15 a.m. on 6 June 2024 for the General Meeting (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the adjourned Meeting(s) (excluding any part of such 48-hour period falling on a non-working day)). Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

In the case of the Court Meeting only, if you have not appointed a proxy electronically or online by such time you may complete the BLUE Form of Proxy and hand it to a representative of Link Group, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting before the start of the Court Meeting and it will be valid.

In the case of the General Meeting only, if the electronic or online proxy appointment is not received by the time mentioned above, it will be invalid.

3. Shareholder Helpline

If you have any questions relating to this Document, the Court Meeting or the General Meeting or the completion and return of your Forms of Proxy, please contact the shareholder helpline on +44 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The shareholder helpline is open between 9.00 a.m. and 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales). Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the shareholder helpline cannot provide advice on the merits of the Acquisition or the Scheme nor give any financial, investment, legal or tax advice.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable is based on Lok'nStore's and Shurgard's current expected dates for the implementation of the Scheme and is subject to change. If any of the dates and/or times in this expected timetable change, the revised dates and/or times will be notified to Lok'nStore Shareholders by announcement through a Regulatory Information Service of the London Stock Exchange.

<u>Event</u>	<u>Time and/or date</u>
Publication of this Document	17 May 2024
Latest time for lodging Forms of Proxy for the:	
Court Meeting (BLUE form)	10.00 a.m. on 6 June 2024 ⁽¹⁾
General Meeting (WHITE form)	10.15 a.m. on 6 June 2024 ⁽²⁾
Voting Record Time	6.30 p.m. on 6 June 2024 ⁽³⁾
Court Meeting	10.00 a.m. on 10 June 2024
General Meeting	10.15 a.m. on 10 June 2024⁽⁴⁾

The following dates are indicative only and are subject to change⁽⁵⁾

Sanction Hearing	18 July 2024
Last day of dealings in, and for the registration of transfers of, and disablement in CREST of, Lok'nStore Shares	31 July 2024
Scheme Record Time	6.00 p.m. on 31 July 2024
Suspension of dealings in Lok'nStore Shares on AIM	by 7.30 a.m. on 1 August 2024
Effective Date	1 August 2024 ⁽⁶⁾
Cancellation of admission to trading of Lok'nStore Shares on AIM	by 7.00 a.m. on 2 August 2024
Latest date for dispatch of cheques and crediting of CREST accounts due under the Scheme	15 August 2024
Long Stop Date	11 October 2024 ⁽⁷⁾

- (1) It is requested that BLUE Forms of Proxy for the Court Meeting be lodged not later than 10.00 a.m. on 6 June 2024 or, if the Court Meeting is adjourned, 48 hours prior to the time and date set for any adjourned Court Meeting (excluding any part of such 48-hour period falling on a non-working day). If the BLUE Form of Proxy for the Court Meeting is not returned by such time, it may be handed to a representative of Link Group, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting before the start of the Court Meeting (or any adjournment of it) and it will be valid.
- (2) In order to be valid, the WHITE Forms of Proxy for the General Meeting must be lodged not later than 10.15 a.m. on 6 June 2024 or, if the General Meeting is adjourned, 48 hours prior to the time and date set for any adjourned General Meeting (excluding any part of such 48-hour period falling on a non-working day).
- (3) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned Meeting will be 6.30 p.m. on the date which is two days (excluding non-working days) prior to the date set for such adjourned Meeting.
- (4) To commence at 10.15 a.m. or as soon thereafter as the Court Meeting shall have concluded or adjourned.
- (5) These dates are indicative only and will depend, among other things, on the date upon which: (i) the Conditions are satisfied or (if capable of waiver) waived; (ii) the Court sanctions the Scheme; and (iii) the Court Order is delivered to the Registrar of Companies.
- (6) Following sanction of the Scheme by the Court, the Scheme will become Effective in accordance with its terms upon a copy of the Court Order being delivered to the Registrar of Companies. This is presently expected to occur on 1 August 2024, subject to satisfaction or (where capable of waiver), waiver of the Conditions. Lok'nStore and Shurgard have agreed to complete the Acquisition on 1 August 2024 to align their respective accounting and tax periods.
- (7) This is the latest date by which the Scheme may become Effective. However, the Long Stop Date may be extended to such later date as Lok'nStore and Shurgard may agree in writing (with the Panel's consent and as the Court may approve (should such approval(s) be required)), or such later date as the Panel may require pending final determination of an issue under section 3(g) of Appendix 7 to the Code.

**PART 1
LETTER FROM CHAIR OF LOK'NSTORE**



LOK'N STORE GROUP PLC

(Incorporated in England and Wales with registered number 04007169)

Directors:

Andrew Jacobs (*Chair*)
Raymond Davies (*Group Finance Director*)
Neil Newman-Shepherd (*Group Managing Director*)
Thomas Lampard (*Property Director*)
Jeffrey Woyda (*Senior Independent Non-Executive Director*)
Simon Thomas (*Non-Executive Director*)
Richard Holmes (*Non-Executive Director*)
Charles Peal (*Non-Executive Director*)
Bridget Barker (*Non-Executive Director*)

Registered office:

One Fleet Place
London EC4M 7WS

17 May 2024

To Lok'nStore Shareholders and, for information only, to holders of awards and options under the Lok'nStore Share Plans and persons with information rights

Dear all

**RECOMMENDED CASH OFFER FOR LOK'N STORE GROUP PLC
BY SHURGARD SELF STORAGE LIMITED**

1. Introduction

On 11 April 2024, the boards of Shurgard and Lok'nStore announced that they had reached agreement on the terms and conditions of a recommended cash offer to be made by Shurgard to acquire the entire issued and to be issued ordinary share capital of Lok'nStore.

Further information relating to Shurgard can be found in paragraph 6 of the letter from Cavendish set out in Part 2 (*Explanatory Statement*) of this Document and in Part 7 (*Additional Information*) of this Document.

I am writing to you on behalf of the Lok'nStore Directors to explain the background to and terms of the Acquisition, to encourage you to vote at the Court Meeting and General Meeting, and to explain why the Lok'nStore Directors recommend unanimously that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that Lok'nStore Shareholders vote in favour of the Special Resolution at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, accept the Takeover Offer), as the Lok'nStore Directors have irrevocably undertaken to do (or procure to be done) in respect of their entire beneficial holdings of Lok'nStore Shares, amounting in aggregate to 6,302,453 Lok'nStore Shares representing approximately 19 per cent. of the issued share capital of Lok'nStore as at the Latest Practicable Date.

Further details of these undertakings are set out in paragraph 6 of this letter.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of Scheme Shareholders. I therefore strongly urge you to complete and return your Forms of Proxy, or to appoint a proxy through CREST or electronically as soon as possible.

2. Summary of the terms of the Acquisition

It is proposed that the Acquisition be effected by means of a scheme of arrangement under Part 26 of the Companies Act, which requires the approval of Scheme Shareholders at the Court Meeting and of

Lok'nStore Shareholders at the General Meeting and the sanction of the Court. Upon the Scheme becoming Effective, Lok'nStore will become a wholly-owned subsidiary of Shurgard.

Under the terms of the Acquisition, which is subject to the satisfaction (or, where applicable, waiver) of the Conditions and to the further terms set out in Part 3 (*Conditions to and Further Terms of the Scheme and the Acquisition*) of this Document, Scheme Shareholders at the Scheme Record Time will be entitled to receive:

for each Lok'nStore Share: 1,110 pence in cash

The Acquisition values the entire issued, and to be issued, ordinary share capital of Lok'nStore at approximately £378 million and represents a premium of approximately:

- 15.9 per cent. to the Closing Price of 958 pence per Lok'nStore Share on 10 April 2024 (being the last Business Day before the date of the Rule 2.7 Announcement);
- 36.7 per cent. to the volume-weighted average price of 812 pence per Lok'nStore Share for the 3-month period ended 10 April 2024 (being the last Business Day before the date of the Rule 2.7 Announcement);
- 41.3 per cent. to the volume-weighted average price of 786 pence per Lok'nStore Share for the 6-month period ended 10 April 2024 (being the last Business Day before the date of the Rule 2.7 Announcement); and
- 2.3 per cent. to the all-time high Closing Price prior to the Rule 2.7 Announcement of 1,085 pence per Lok'nStore Share on 6 January 2022.

Schedule 1 of this Document contains a valuation report from Jones Lang LaSalle in respect of Lok'nStore's property portfolio as at 31 March 2024 pursuant to the requirements of Rule 29 of the Code. Jones Lang LaSalle has given and not withdrawn its consent to the publication of its valuation report in this Document in the form and context in which it is included.

If any dividend or other distribution is announced, declared, made or paid, or becomes payable, in respect of Lok'nStore Shares on or after 11 April 2024 and before the Effective Date, Shurgard reserves the right to reduce the consideration payable in respect of each Lok'nStore Share by the amount of all or part of any such dividend or other distribution. If Shurgard exercises this right or makes such a reduction in respect of a dividend, other distribution or return of capital that has not been paid, Lok'nStore Shareholders will be entitled to receive and retain that dividend, other distribution or return of capital. Any exercise by Shurgard of these rights shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders irrespective of whether or not they attended or voted and, if they voted, whether they voted for or against the Scheme, at the Court Meeting or the General Meeting.

The Acquisition is expected to complete during August 2024, subject to the satisfaction or (where applicable) waiver of the Conditions and certain further terms set out Part 3 (*Conditions to and Further Terms of the Scheme and the Transaction*) of this Document.

Further information about the Acquisition is provided in Part 2 (*Explanatory Statement*) of this Document.

3. Background to and reasons for the Acquisition

The Acquisition represents an attractive opportunity for Shurgard to accelerate its growth strategy and create value for its shareholders.

By combining Lok'nStore's existing assets alongside its secured development pipeline, the Acquisition will allow Shurgard to increase its footprint in the two most attractive target markets outside of London. In the South East of England, Lok'nStore has 32 properties with five under development, whilst in Manchester Lok'nStore has five properties, three of which are under development.

Lok'nStore's portfolio of high-quality assets in major cities across the UK gives Shurgard immediate access to attractive underlying market dynamics with strong demographic trends. Entry to the market in the South East taps into a region as large as London with nine million inhabitants, boasting the

second highest national income per inhabitant. Whilst in Manchester, Shurgard will have access to the second largest metropolitan area in the UK after London. As such, the Acquisition is in line with Shurgard's strategy to enter new markets with immediate opportunity to achieve scale by applying Shurgard's operating model.

The Acquisition will enhance the growth profile of Shurgard; accelerating growth by taking the operating store portfolio of Lok'nStore from 67 per cent. to 90 per cent. occupied, and the pipeline store portfolio of Lok'nStore from 0 per cent. to 90 per cent. occupied. This implies a blended starting occupancy between owned stores and secured development pipeline of 48 per cent. The secured development pipeline, which includes 50,000 sq. m. and 8 stores (excluding one pipeline store under management contract at Bromborough), representing 29 per cent. of Lok'nStore's fully built-out MLA, materially increases Shurgard's own development pipeline. In addition, the Acquisition will add two to three new stores per annum, and through owning this portfolio Shurgard expects to benefit from continued growth in the new development pipeline.

As a result of the Acquisition, Shurgard will acquire an additional total MLA of 171,000 sq. m (including 121,000 sq. m. operating stores and 50,000 sq. m. secured development pipeline). In addition, 76 per cent. of the assets (including the secured pipeline) are purpose built, with 43 per cent. of the portfolio built since January 2022. The Acquisition also brings with it income from 17 stores under management contract with one management contract store in the pipeline. This income includes £1.7 million in fees for the year end 31 July 2023.

The total all-in cost of the Acquisition is expected to be €613 million including acquisition of the issued and to be issued share capital of Lok'nStore of £378 million, secured development pipeline costs to be spent over the next 3 years of €83 million, refurbishment capex of €13 million and transaction costs of €32 million. Initially the acquisition will be financed 100 per cent. through a bridge facility, where pro forma leverage will be 25 per cent. loan to value and 6.2 times net debt to underlying EBITDA. Shurgard intends to take out the bridge with a mix of debt and equity and maintain its financial policy.

Shurgard believes the Acquisition will create value through broader platform effects, applying Shurgard's operating model. The Acquisition is expected to deliver total estimated operating, G&A and tax synergies of c. €4-5 million in the first full year, with incremental tax savings as the business grows. The Acquisition is expected to have a future stabilised net operating income yield at maturity of c. 8 per cent. (within five to six years), inclusive of ramp up of existing sites and secured development pipeline. Post-acquisition, Shurgard expects accretion on its adjusted EPRA earnings per share to be mid-single digit dilutive in 2024, neutral in 2025 and accretive from 2026 onwards. As such, the Shurgard Board believes there is a strong strategic, operational and financial rationale for the Acquisition, providing a highly attractive investment case.

4. Background to and reasons for the recommendation

Background

Since its foundation 30 years ago, Lok'nStore has evolved to become one of the UK's leading self-storage brands, evolving from a single store operation in February 1995 to the position today with Lok'nStore operating out of 43 stores with a total of 2.3 million sq. ft. of storage capacity, on a freehold, leasehold or managed-store basis, in what remains a growing and comparatively undersupplied market for self-storage in the UK.

Lok'nStore's strategy has remained focused on:

- growth of its portfolio of prominent modern, purpose-built branded stores ("**Landmark Stores**") with strong environmental credentials, the Lok'nStore Directors being firmly of the view that such premises respond optimally to consumer preferences and external valuation. The continued focus on development of its Landmark Store pipeline has been an important driver of earnings growth, steadily rising dividends and net asset value per share with the current new store pipeline (as reported in Lok'nStore's interim financial results for the six months ended 31 January 2024) comprising nine secured sites, including eight owned stores and one store under management contract, at varying stages of the planning process with the capacity to add a further 0.6 million sq. ft. to overall capacity over the next three years, an increase of 31 per cent. on the Lok'nStore Group's current total footprint; and
- growth in a capital disciplined fashion, with the Lok'nStore Board seeking out innovative ways of funding the development of its brand through a combination of prudent levels of leverage,

retained profits, capital recycling and off-balance sheet structures such as the managed-store programme.

The robust performance of Lok'nStore over the last decade, and in particular the outperformance during the Covid-19 pandemic has underpinned the increased value of Lok'nStore's assets and encouraged the Lok'nStore Board to continue to develop its Landmark Store portfolio. At the same time, the Lok'nStore Board has noted the emergence of self-storage as a mainstream asset class in the UK (as it already has done in the United States), a view supported by the significant and continued investor interest in the UK self-storage sector demonstrated by other recent market transactions.

The Lok'nStore Directors are confident that Lok'nStore could realise its full potential on a standalone basis but are also mindful that Lok'nStore's share price has not consistently or fully reflected its achievements or growth potential. This, together with the tightening credit markets of the last two years, has been a limiting factor in the manner and extent to which the Lok'nStore Board has been able to grow the business. The Lok'nStore Directors believe that the Acquisition represents an opportunity for Lok'nStore to prosper by combining with a partner that has the ambition, resources and market experience to execute upon this intention.

At the same time, the Acquisition provides an opportunity for Lok'nStore Shareholders to realise their investment in Lok'nStore, in cash, at an attractive price. The Acquisition provides Lok'nStore Shareholders with an immediate and certain value in cash whilst removing execution risk for Lok'nStore Shareholders in the implementation of Lok'nStore's strategy as a standalone company. The Lok'nStore Directors note that the offer price:

- values the entire issued and to be issued share capital of Lok'nStore at approximately £378 million on a fully diluted basis and implies an enterprise value of £408 million and a multiple of approximately 27.1 times Adjusted EBITDA for the year ending 31 July 2023 and a premium to Adjusted Net Asset Value per share of 12.5 per cent. as at 31 January 2024; and
- provides an opportunity for Lok'nStore Shareholders to achieve a substantial premium to Lok'nStore's share price prior to the commencement of the Offer Period and a 45.1 per cent. premium to the price of Lok'nStore's 2023 capital raise (765 pence per Lok'nStore Share).

The offer price represents a premium of approximately:

- 15.9 per cent. to the Closing Price of 958 pence per Lok'nStore Share on 10 April 2024 (being the last Business Day before the date of the Rule 2.7 Announcement);
- 36.7 per cent. to the volume-weighted average price of 812 pence per Lok'nStore Share for the 3-month period ended 10 April 2024 (being the last Business Day before the date of the Rule 2.7 Announcement);
- 41.3 per cent. to the volume-weighted average price of 786 pence per Lok'nStore Share for the 6-month period ended 10 April 2024 (being the last Business Day before the date of the Rule 2.7 Announcement); and
- 2.3 per cent. to the all-time high Closing Price prior to the Rule 2.7 Announcement of 1,085 pence per Lok'nStore Share on 6 January 2022.

The Lok'nStore Directors also believe that the offer price adequately reflects the future growth inherent in Lok'nStore's development pipeline, as well as other factors including the value presented by Lok'nStore's leasehold assets and its store management contracts.

Views of Lok'nStore Directors on Shurgard's intentions with regard to Lok'nStore

The Lok'nStore Directors have given due and careful consideration to Shurgard's stated intentions with respect to the strategy and future operation of the business as set out in paragraph 5 below.

The Lok'nStore Directors welcome Shurgard's intention to accelerate growth, build scale and create value by utilising their extensive knowledge of the industry and given Shurgard's track record, have confidence that this can be achieved.

The Lok'nStore Directors also welcome that Shurgard has no intention to make material changes to the terms and conditions of employment of Lok'nStore employees as a result of the Acquisition. The Lok'nStore Directors note however that significant headcount reductions are anticipated by the

removal of duplicative functions across Lok'nStore's administrative and head office functions, as well as the alignment of headcount across Lok'nStore's sites with Shurgard's operating model (predominantly through natural attrition). Whilst regrettable, the Lok'nStore Directors recognise that steps of this nature are likely to be necessary in order to achieve the expected benefits of the Acquisition. The Lok'nStore Directors further note that Shurgard intends to carry out a review of the business following the Effective Date and that this review will extend to the optimum capital and resource allocation throughout the estate of the Enlarged Group. The Lok'nStore Directors welcome that any individuals affected will be subject to full consultation procedures and treated in a manner consistent with highest standards, culture and practices of Shurgard and in accordance with all applicable laws and regulation.

Current trading and prospects

On 22 April 2024, Lok'nStore reported interim results ("**Interims**") for the six months ended 31 January 2024 ("**H1 FY24**"). The Interims noted group revenue of £14.17 million up 4.3 per cent. (31.01.2023: £13.58 million) and headline self storage revenue up 4.9 per cent. to £13.33 million (31.01.2023: £12.70 million). Group Adjusted EBITDA was £7.65 million, down 3.6 per cent. (31.01.2023: £7.93 million). The Interims noted further progress on pricing which was up 4.0 per cent. year on year with occupied unit space at the end of the period down by 2.9 per cent. from the same point in FY23.

Reflecting the lower occupancy level at the end of H1 FY24 and higher same store operating costs which were up by 7.7 per cent (primarily rent, energy costs and business rates), same store self-storage Adjusted EBITDA was 0.9 per cent. lower at £7.86 million (31.01.2023: £7.93 million) with same-store EBITDA margins at 58.9 per cent. (H1 FY24: 60.3 per cent.)

In H1 FY24 Lok'nStore used £19.0 million of the proceeds of its 2023 capital raise to reduce the balance on its revolving credit facility (pending redrawing for future deployment on pipeline stores) and invested £18.5 million into its new store pipeline. At 31 January 2024, net debt stood at £28.8 million, representing a proforma loan to value ratio of 8.3 per cent. (FY23: 3.7 per cent) based on an unchanged 31 January 2024 property valuation reflecting no material changes to yields and discount rates at 31 January 2024 as compared with 31 July 2023. A copy of the valuation report prepared by Jones Lang LaSalle in respect of Lok'nStore's property portfolio as at 31 March 2024 is set out in Schedule 1 of this Document. Adjusted net asset value per share at 31 January 2024 was 0.1 per cent. higher at £9.87 per share (FY23: £9.86 per share).

Since 31 January 2024, Lok'nStore has continued to observe positive but muted growth. Headline stores revenue in February and March 2024 was 4.2 per cent. up on the same period last year, compared to year-on-year growth of 13.7 per cent. in the same period in 2023.

The Interims reported further progress with Lok'nStore's new store pipeline with the opening of the new 49,700 sq. ft. Landmark Store in Basildon in December 2023 and the new 45,900 sq. ft. Kettering store (under management contract) in February 2024. Fit-out work continued at the new Landmark Store development in Staines and construction continued at the new Landmark Store development in Bromborough (under management contract). Since the Interims were reported, the Staines store was opened on 25 April 2024. The Bromborough store is expected to open later in 2024. Formal planning permission was received for Lok'nStore's proposed new Landmark Store in Barking, Greater London, set to be Lok'nStore's biggest store to date, and formal planning permission for a new store in Eastbourne, Sussex was approved on 18 March 2024.

Since the Interims were reported, formal planning permission for Lok'nStore's development site in Altrincham was granted on 1 May 2024.

Lok'nStore also reported the planned closure of its Sunbury leasehold store in early FY25, in line with its continuing strategy of recycling older stores into purpose-built Landmark Stores and leases into freeholds. This closure has been timed to coincide with the opening of the new store in Staines to which a number of Sunbury customers are expected to be moved.

In considering the recommendation of the Acquisition to Lok'nStore Shareholders, the Lok'nStore Directors have given due consideration to Shurgard's intentions regarding the employees of Lok'nStore. The Lok'nStore Directors welcome Shurgard's intention that following completion of the Acquisition, the existing contractual and statutory employment rights, including in relation to pensions, of all Lok'nStore management and employees will be safeguarded in accordance with applicable law.

Furthermore, the Lok'nStore Directors welcome Shurgard's intention to make no material changes to the existing operations and locations of Lok'nStore's business.

Accordingly, following careful consideration of the above factors, including Shurgard's intentions with regards to Lok'nStore, the Lok'nStore Directors recommend unanimously that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and Lok'nStore Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting.

5. Strategic plans and intentions with regard to management, employees and places of business

Shurgard's strategic plans for Lok'nStore

Shurgard recognises the quality of Lok'nStore's assets and believes they are an attractive fit for its own portfolio. As set out above, Shurgard believes the acquisition of Lok'nStore represents a highly attractive opportunity for Shurgard to accelerate growth, build scale and create value.

Following the Effective Date, Shurgard intends to integrate Lok'nStore's business and operations into Shurgard's existing operating model and use Shurgard's extensive experience owning and operating self-storage facilities to determine the optimum plan for each site within the Enlarged Group's business. Consistent with market practice, prior to the Rule 2.7 Announcement, Shurgard was granted limited access to Lok'nStore information for the purposes of conducting a confirmatory due diligence exercise and, as such, Shurgard has not had sufficiently detailed information or time to formulate a detailed site-by-site strategy for Lok'nStore. This strategy may include adapting Lok'nStore's sites, utilising active asset management, amending development projects and continuing to drive operational efficiencies across the Enlarged Group.

Board, management and employees

Shurgard also recognises the importance of the skills and experience of Lok'nStore's employees. Following the Effective Date, the existing contractual and statutory employment rights of Lok'nStore's employees will be safeguarded in accordance with applicable law. Shurgard has no intention to make material changes to the terms and conditions of employment of Lok'nStore employees as a result of the Acquisition.

Shurgard intends to undertake an evaluation of Lok'nStore and its operations within 12 months following completion of the Acquisition. Although no firm decisions or proposals have been made at this stage, this review will include an assessment of duplicative roles within the Enlarged Group. It will likely result in the loss of the majority of roles across Lok'nStore's administrative and head office functions, including roles relating to Lok'nStore's status as a UK listed company, in the 12 months following the Effective Date. Shurgard expects Lok'nStore's Real Estate team to have roles within the Enlarged Group. During the 12 months following the Effective Date, Shurgard also intends to align headcount at Lok'nStore's sites with Shurgard's operating model, which would mean, on average, 2.0 full-time employees ("FTEs") across the 43 sites (versus 3.5 FTEs on average for Lok'nStore currently). However, Shurgard expects this reduction to be achieved predominantly through natural attrition. The evaluation, preparation, and implementation of any headcount reductions will be subject to comprehensive planning and all legally required information and consultation with employees and employee representatives. Any individuals affected will be treated in a manner consistent with the established high standards, culture and practices of Shurgard, and in accordance with all applicable laws.

The Chair, Finance Director and Non-Executive Directors of Lok'nStore are expected to step down from their positions with effect from the Effective Date.

Save as set out above, Shurgard does not intend to make any material change in the balance of skills and functions of employees and management of Lok'nStore.

Shurgard has not entered into, and has not had any discussions in respect of, any form of incentivisation or other arrangements with members of Lok'nStore's management.

Locations, headquarters, fixed assets and research and development

Shurgard does not currently have a single headquarters for the Shurgard Group. Shurgard will assess the use of the Farnborough self-storage site currently used as Lok'nStore's headquarters as part of

the review described above, with particular focus on optimum capital and resource allocation throughout the estate of the Enlarged Group.

Other than as set out above, Shurgard has no intentions to redeploy any of Lok'nStore's fixed assets.

Lok'nStore has no research and development function and accordingly Shurgard has no intentions in this regard.

Pensions

Shurgard does not intend to make any changes to the eligibility rules or contribution rates that currently apply under Lok'nStore's defined contribution pension plans and intends to comply with all applicable law in this regard. Lok'nStore does not operate a defined benefit pension scheme.

Trading facilities

Lok'nStore Shares are currently admitted to trading on AIM. As set out in paragraph 13 of Part 2 (*Explanatory Statement*) of this Document, it is intended that a request will be made to the London Stock Exchange to cancel trading in Lok'nStore Shares on AIM, with effect from shortly following the Effective Date.

Shurgard intends to re-register Lok'nStore as a private limited company following the Effective Date.

Statements

No statements in this paragraph 5 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Code.

6. Irrevocable undertakings

Shurgard has received irrevocable undertakings to vote in favour (or procure a vote in favour) of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting from those Lok'nStore Directors who hold Lok'nStore Shares in respect of their own holdings of Lok'nStore Shares or those Lok'nStore Shares over which they have control (save in respect of certain Lok'nStore Shares to be acquired by Neil Newman-Shepherd, Raymond Davies and Thomas Lampard under the Lok'nStore CSOP), amounting in aggregate to 6,302,453 Lok'nStore Shares representing approximately 19 per cent. of the issued ordinary share capital of Lok'nStore as at the Latest Practicable Date.

Further details of these irrevocable undertakings (including the circumstances in which they cease to be binding) are set out in paragraph 6 of Part 7 (*Additional Information*) of this Document. Copies of the irrevocable undertakings are available on Lok'nStore's website at www.loknstore.co.uk/investors/recommended-cash-offer promptly and Shurgard's website at <https://www.shurgard.com/corporate/investors/acquisitions/loknstore> and will remain on display until the end of the Offer Period.

7. Lok'nStore Share Plans

Details of the arrangements proposed to be implemented in relation to the Lok'nStore Share Plans in connection with the Acquisition are set out in paragraph 8 of Part 2 (*Explanatory Statement*) of this Document.

8. Action to be taken by Shareholders

Details of the approvals being sought at the Court Meeting and the General Meeting and the action to be taken by Lok'nStore Shareholders in respect of the Acquisition and the Scheme are set out in paragraphs 10 and 18 of Part 2 (*Explanatory Statement*) of this Document.

Details relating to the de-listing of Lok'nStore Shares are included in paragraph 13 of Part 2 (*Explanatory Statement*) of this Document.

9. Overseas Shareholders

Overseas Shareholders should refer to paragraph 16 of Part 2 (*Explanatory Statement*) of this Document.

10. United Kingdom taxation

Your attention is drawn to Part 6 (*United Kingdom Taxation*) of this Document. This summary is intended as a general guide only to certain aspects of the UK tax consequences of the Acquisition for UK resident Lok'nStore Shareholders. This summary relates only to the position of certain categories of Lok'nStore Shareholders (as described further in Part 6), does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme. If you are in any doubt as to your tax position, or if you are subject to taxation in any jurisdiction other than the UK, you should consult an appropriate independent professional tax adviser.

11. Further information

Your attention is drawn to the Explanatory Statement set out in Part 2 (*Explanatory Statement*) of this Document, the conditions set out in Part 3 (*Conditions to and Further Terms of the Scheme and the Acquisition*) of this Document, the full terms of the Scheme set out in Part 4 (*The Scheme of Arrangement*) of this Document, the additional information set out in Part 7 (*Additional Information*) of this Document and the notices of the Meetings set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively. **You should read the whole of this Document and the accompanying Forms of Proxy and not rely solely on the information contained in this letter or the Explanatory Statement.**

A copy of this Document (and all the information incorporated into this Document by reference to another source) and the Forms of Proxy are and will be available, subject to certain restrictions relating to Overseas Shareholders in Restricted Jurisdictions, for inspection on Lok'nStore's website at www.loknstore.co.uk/investors/recommended-cash-offer and Shurgard's website at <https://www.shurgard.com/corporate/investors/acquisitions/loknstore>.

12. Recommendation

The Lok'nStore Directors, who have been so advised by Goldman Sachs and Cavendish as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing advice to the Lok'nStore Directors, Goldman Sachs and Cavendish have taken into account the commercial assessments of the Lok'nStore Directors. Cavendish is providing independent financial advice to the Lok'nStore Directors for the purposes of Rule 3 of the Code.

The Lok'nStore Directors consider the Acquisition to be in the best interests of the Lok'nStore Shareholders taken as a whole. Accordingly, the Lok'nStore Directors recommend unanimously that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and Lok'nStore Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, accept the Takeover Offer) as the Lok'nStore Directors who hold Lok'nStore Shares have irrevocably undertaken to do in respect of their entire beneficial holdings of Lok'nStore Shares, amounting in aggregate to 6,302,453 Lok'nStore Shares representing approximately 19 per cent. of the ordinary share capital of Lok'nStore in issue as at the Latest Practicable Date.

Yours faithfully,

Andrew Jacobs
Chair
Lok'n Store Group plc

PART 2
EXPLANATORY STATEMENT

(In compliance with section 897 of the Companies Act 2006)

Cavendish

17 May 2024

To Lok'nStore Shareholders and, for information only, to holders of awards and options under the Lok'nStore Share Plans and persons with information rights

Dear all

RECOMMENDED CASH OFFER FOR LOK'N STORE GROUP PLC
BY SHURGARD SELF STORAGE LIMITED

1. Introduction

On 11 April 2024, the boards of Shurgard and Lok'nStore announced that they had reached agreement on the terms and conditions of a recommended cash offer pursuant to which Shurgard will acquire the entire issued and to be issued ordinary share capital of Lok'nStore, to be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.

Your attention is drawn to the letter set out in Part 1 (*Letter from Chair of Lok'nStore*) of this Document, which forms part of this Explanatory Statement. That letter contains, among other things, the unanimous recommendation by the Lok'nStore Directors that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and Lok'nStore Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting.

The Lok'nStore Directors have been advised by Cavendish in connection with the Acquisition and the Scheme. We have been authorised by the Lok'nStore Directors to write to you to explain the terms of the Acquisition and the Scheme and to provide you with other relevant information.

The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this Document. Your attention is also drawn to the additional information set out in Part 7 (*Additional Information*) of this Document.

Statements made or referred to in this Explanatory Statement regarding Shurgard's reasons for the Acquisition, information concerning the business of Shurgard, the financial effects of the Acquisition on Shurgard and/or intentions or expectations of or concerning Shurgard, reflect the views of Shurgard Directors.

Statements made or referred to in this Explanatory Statement regarding the background to and reasons for the recommendation of the Lok'nStore Directors, information concerning the business of the Lok'nStore Group and/or intentions or expectations of or concerning the Lok'nStore Group prior to the completion of the Acquisition, reflect the views of Lok'nStore Directors.

2. Summary of the terms of the Acquisition and Scheme

The Acquisition is to be implemented by means of a scheme of arrangement under Part 26 of the Companies Act, which requires the approval of Scheme Shareholders at the Court Meeting and of Lok'nStore Shareholders at the General Meeting and the sanction of the Court. Upon the Scheme becoming Effective, Lok'nStore will become a wholly-owned subsidiary of Shurgard.

Under the terms of the Acquisition, which is subject to the satisfaction (or, where applicable, waiver) of the Conditions and to the further terms set out in Part 3 (*Conditions to and Further Terms of the Scheme and the Acquisition*) of this Document, Scheme Shareholders at the Scheme Record Time will be entitled to receive:

for each Lok'nStore Share: 1,110 pence in cash

The Acquisition values the entire issued, and to be issued, ordinary share capital of Lok'nStore at approximately £378 million and represents a premium of approximately:

- 15.9 per cent. to the Closing Price of 958 pence per Lok'nStore Share on 10 April 2024 (being the last Business Day before the date of the Rule 2.7 Announcement);

- 36.7 per cent. to the volume-weighted average price of 812 pence per Lok'nStore Share for the 3-month period ended 10 April 2024 (being the last Business Day before the date of the Rule 2.7 Announcement);
- 41.3 per cent. to the volume-weighted average price of 786 pence per Lok'nStore Share for the 6-month period ended 10 April 2024 (being the last Business Day before the date of the Rule 2.7 Announcement); and
- 2.3 per cent. to the all-time high Closing Price prior to the Rule 2.7 Announcement of 1,085 pence per Lok'nStore Share on 6 January 2022.

Schedule 1 of this Document contains a valuation report from Jones Lang LaSalle in respect of Lok'nStore's property portfolio as at 31 March 2024 pursuant to the requirements of Rule 29 of the Code. Jones Lang LaSalle has given and not withdrawn its consent to the publication of its valuation report in this Document in the form and context in which it is included.

If any dividend or other distribution is announced, declared, made or paid, or becomes payable, in respect of Lok'nStore Shares on or after 11 April 2024 and before the Effective Date, Shurgard reserves the right to reduce the consideration payable in respect of each Lok'nStore Share by the amount of all or part of any such dividend or other distribution. If Shurgard exercises this right or makes such a reduction in respect of a dividend, other distribution or return of capital that has not been paid, Lok'nStore Shareholders will be entitled to receive and retain that dividend, other distribution or return of capital. Any exercise by Shurgard of these rights shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.

3. Background to and reasons for the recommendation

Information relating to the background to and reasons for the Lok'nStore Directors' recommendation of the Acquisition is set out in paragraph 4 of Part 1 (*Letter from Chair of Lok'nStore*) of this Document.

4. Irrevocable undertakings

Shurgard has received irrevocable undertakings to vote in favour (or procure a vote in favour) of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting from those Lok'nStore Directors who hold Lok'nStore Shares in respect of their own holdings of Lok'nStore Shares or those Lok'nStore Shares over which they have control (save in respect of certain Lok'nStore Shares to be acquired by Neil Newman-Shepherd, Raymond Davies and Thomas Lampard under the Lok'nStore CSOP), amounting in aggregate to 6,302,453 Lok'nStore Shares representing approximately 19 per cent. of the issued ordinary share capital of Lok'nStore as at the Latest Practicable Date.

Further details of these irrevocable undertakings (including the circumstances in which they cease to be binding) are set out in paragraph 6 of Part 7 (Additional Information) of this Document. Copies of the irrevocable undertakings are available on Lok'nStore's website at www.loknstore.co.uk/investors/recommended-cash-offer and Shurgard's website at <https://www.shurgard.com/corporate/investors/acquisitions/loknstore> and will remain on display until the end of the Offer Period.

5. Information relating to Lok'nStore

Lok'nStore is a leading company in the UK self-storage market, which opened its first store in February 1995 and which has grown consistently over the last 29 years with 43 stores (17 owned stores, 9 leased stores and 17 stores under management contract) operating across England and Wales. Lok'nStore has been listed on AIM since June 2000. Lok'nStore operates both owned stores and stores under management contract for third party owners, and serves both household and business customers at its highly branded and visually prominent buildings.

Further details on Lok'nStore's current trading and prospects can be found at paragraph 4 of Part 1 (*Letter from Chair of Lok'nStore*) of this Document.

6. Information relating to Shurgard

Shurgard is the largest developer, owner and operator of self-storage facilities in Europe, both by numbers of stores and rentable space. As at 31 December 2023, it operated 1.4 million sq. m. of

space across 276 stores in seven countries where over 190,000 customers lease its storage units every year. Shurgard has built a portfolio of 93 per cent. freehold properties with a strategy focused on tier one and capital cities.

Shurgard is a GRESB 5-star and Sector Leader, has an 'AA' ESG rating from MSCI, is rated Low risk by Sustainalytics and has a EPRA sBPR Gold medal. Shurgard is part of the BEL ESG index.

7. Financing of the Acquisition

Shurgard Luxembourg, a member of the Shurgard Group, has entered into a loan facility agreement with JPMorgan Chase Bank, N.A., London Branch as original lender and J.P. Morgan SE as agent and mandated lead arranger dated 11 April 2024 (the "**Facility Agreement**"), pursuant to which a €500 million credit facility is being made available to Shurgard Luxembourg to finance the cash payable to Lok'nStore Shareholders under the terms of the Acquisition.

J.P. Morgan Cazenove, as financial adviser to Shurgard, is satisfied that sufficient resources are available to Shurgard to satisfy in full the cash consideration payable to Scheme Shareholders pursuant to the terms of the Acquisition.

Further details of the Facility Agreement and other financing arrangements are summarised in paragraphs 8.2(b) and 10 of Part 7 (*Additional Information*) of this Document.

8. Lok'nStore Share Plans

Participants of the Lok'nStore Share Plans will be contacted separately regarding the effect of the Scheme and the Acquisition on their rights under the Lok'nStore Share Plans and, where applicable, will be provided with details of the appropriate proposals being made to such participants in accordance with Rule 15 of the Code ("**Share Plan Letters**").

A summary of the effect of the Scheme on options under the Lok'nStore Share Plans is set out below. In the event of any conflict between the summary set out below, the rules of the Lok'nStore Share Plans, the terms of the relevant options under the Lok'nStore Share Plans as set out in the relevant share option agreement and/or the Share Plan Letters, the rules of the relevant Lok'nStore Share Plan or the terms of the Share Plan Letters (as the case may be) will prevail.

The Scheme will apply to any Lok'nStore Shares which are unconditionally allotted, issued or transferred to satisfy any options under the Lok'nStore Share Plans before the Scheme Record Time.

Any options under the Lok'nStore Share Plans which are vested and exercisable prior to the Court Order shall remain capable of exercise in full at any time until the later of the Scheme Record Time and such time that they lapse in accordance with their terms.

The Lok'nStore remuneration committee has determined (where relevant) that all performance conditions have been met for the outstanding options under the Lok'nStore Share Plans. As such, in accordance with the Lok'nStore Share Plans, the Lok'nStore remuneration committee has determined that all outstanding options granted pursuant to the Lok'nStore Share Plans (which are not already vested and/or exercisable) will vest in full and will be capable of exercise conditional on the Court Order. The Share Plan Letters will invite all participants in the Lok'nStore Share Plans to exercise their options accordingly.

9. Lok'nStore Directors and the effect of the Scheme on their interests

Details of the interests of the Lok'nStore Directors in the share capital of Lok'nStore, and their options in respect of such share capital, are set out in paragraph 5.2 of Part 7 (*Additional Information*) of this Document. Scheme Shares held by the Lok'nStore Directors at the Scheme Record Time will be subject to the Scheme as set out in their irrevocable undertakings.

The Lok'nStore Directors have irrevocably undertaken to vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting and, if Shurgard exercises its right to implement the Acquisition by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer, in each case in respect of their own legal and/or beneficial holdings of Lok'nStore Shares or those Lok'nStore Shares over which they have control (save in respect of certain Lok'nStore Shares to be acquired by Neil Newman-Shepherd, Raymond Davies and Thomas Lampard under the Lok'nStore CSOP), amounting in aggregate to 6,302,453 Lok'nStore Shares

representing approximately 19 per cent. of the issued ordinary share capital of Lok'nStore as at the Latest Practicable Date.

Further details of these irrevocable undertakings (including the circumstances in which they cease to be binding) are set out in paragraph 6 of Part 7 (*Additional Information*) of this Document.

Particulars of the service contracts (including termination provisions) and letters of appointment of the Lok'nStore Directors are set out in paragraph 7 of Part 7 (*Additional Information*) of this Document.

The Chair, Finance Director and Non-Executive Directors of Lok'nStore are expected to step down from their positions with effect from the Effective Date.

In common with the other participants in the Lok'nStore Share Plans, Lok'nStore Directors who hold options under the Lok'nStore Share Plans will be invited to participate in the Scheme on the same terms as the other participants in the Lok'nStore Share Plans, further details of which are set out in paragraph 8 of this Part 2 (*Explanatory Statement*) above.

Save as set out above, the effect of the Scheme on the interests of the Lok'nStore Directors does not differ from the effect of the Scheme on the like interests of other persons.

10. Description of the Scheme and the Meetings

10.1 The Scheme

It is intended that the Acquisition will be implemented by means of a scheme of arrangement between Lok'nStore and the Scheme Shareholders who are on the register of members at the Scheme Record Time, under Part 26 of the Companies Act. The procedure requires approval by Scheme Shareholders at the Court Meeting and the Lok'nStore Shareholders at the General Meeting, and the sanction of the Scheme by the Court. The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this Document.

The purpose of the Scheme is to provide for Shurgard to become the holder of the entire issued and to be issued share capital of Lok'nStore. This is to be achieved by transferring the Scheme Shares held by Scheme Shareholders to Shurgard, in consideration for which Shurgard will pay cash on the basis set out in this Part 2.

10.2 Lok'nStore Meetings

Before the Court's sanction can be sought for the Scheme, the Scheme requires approval by the passing of a resolution at the Court Meeting. The resolution must be approved by a majority in number of the Scheme Shareholders present and voting (and entitled to vote), either in person or by proxy, representing not less than 75 per cent. in value of the Scheme Shares voted by such Scheme Shareholders. In addition, the Special Resolution must be passed at the General Meeting to authorise the Lok'nStore Directors to implement the Scheme and deal with certain ancillary matters (which requires the approval of Lok'nStore Shareholders present and voting representing at least 75 per cent. of the votes cast at the General Meeting (either in person or by proxy)). The General Meeting will be held immediately after the Court Meeting. Notices of the Court Meeting and the General Meeting are set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively.

Save as set out below, all holders of Scheme Shares whose names appear on the register of members of Lok'nStore at the Voting Record Time, or, if any such Meeting is adjourned, on the register of members at 6.30 p.m. on the date which is two days before the date set for such adjourned meeting (excluding any non-working days), will be entitled to attend and vote at the Court Meeting and the General Meeting, in respect of the Scheme Shares registered in their name at the relevant time.

The Court Meeting and the General Meeting will be held at the office of Cavendish Capital Markets Limited, One Bartholomew Close, London EC1A 7BL.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended or voted in favour of, or against, the Scheme at the Court Meeting or in favour of, or against, or abstained from voting on the Special Resolution at the General Meeting.

Lok'nStore will announce the details of the votes at the Meetings as required under the Code through a Regulatory Information Service as soon as practicable after the conclusion of the Meetings and, in any event, by no later than 8.00 a.m. on the Business Day following the Meetings.

(a) *Court Meeting*

The Court Meeting has been convened with the permission of the Court for 10.00 a.m. on 10 June 2024 for Scheme Shareholders on the register of members of Lok'nStore as at the Voting Record Time to consider and, if thought fit, approve the Scheme.

At the Court Meeting, voting will be by poll and each Scheme Shareholder present in person or by proxy will be entitled to one vote for each Scheme Share held as at the Voting Record Time. The approval required at the Court Meeting is a majority in number of those Scheme Shareholders present and voting (and entitled to vote) in person or by proxy, representing not less than 75 per cent. in value of the Scheme Shares voted by such Scheme Shareholders.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of Scheme Shareholders. You are therefore strongly urged to complete and return your Forms of Proxy, or to appoint a proxy through CREST or electronically, as soon as possible. Doing so will not prevent you from attending, voting and speaking at the Meetings or any adjournment thereof, if you so wish and are so entitled.

Scheme Shareholders are also strongly encouraged to appoint the Chair of the Court Meeting as their proxy rather than any other named person. This will ensure that your vote will be counted if you (or any other proxy you might otherwise appoint) are not able to attend the Court Meeting.

You will find the Notice of the Court Meeting in Part 9 (*Notice of Court Meeting*) of this Document.

(b) *General Meeting*

The General Meeting has been convened for 10.15 a.m. on 10 June 2024, or as soon after that time as the Court Meeting has concluded or been adjourned, for Lok'nStore Shareholders to consider and, if thought fit, pass the Special Resolution necessary to implement the Scheme and certain related matters.

The Special Resolution is proposed to approve:

- (i) giving the Lok'nStore Directors the authority to take all necessary action to carry the Scheme into effect, including the arranging of the cancellation of admission to trading of Lok'nStore Shares from AIM; and
- (ii) amending the Lok'nStore Articles as described in paragraph 10.3 below.

At the General Meeting, voting on the Special Resolution will be by poll and each Lok'nStore Shareholder present in person or by proxy will be entitled to one vote for each Lok'nStore Share held as at the Voting Record Time. The approval required for the Special Resolution to be passed is at least 75 per cent. of the votes cast on the Special Resolution (in person or by proxy).

(c) *Sanction Hearing*

Under the Companies Act, the Scheme requires the sanction of the Court. The hearing by the Court to sanction the Scheme is currently expected to be held on 18 July 2024, subject to the prior satisfaction or waiver of the other Conditions set out in Part 3 (*Conditions to and Further Terms of the Scheme and the Acquisition*) of this Document.

The Sanction Hearing is expected to be held in person at The Royal Courts of Justice, The Rolls Buildings, Fetter Lane, London EC4A 1NL, but the Court is entitled to hold the Sanction Hearing remotely. If the Sanction Hearing is to be held remotely, Lok'nStore will give notice of the same as soon as practicable once known, by issuing an announcement through a Regulatory Information Service, with such announcement being made available on Lok'nStore's website at www.loknstore.co.uk/investors/recommended-cash-offer. Scheme Shareholders are entitled to attend the Sanction Hearing, should they wish to do so, in person or through counsel.

Following sanction of the Scheme by the Court, the Scheme will become Effective in accordance with its terms upon a copy of the Court Order being delivered to the Registrar of Companies. This is presently expected to occur on 1 August 2024, subject to satisfaction (or, where applicable, waiver) of the Conditions. Lok'nStore and Shurgard have agreed to complete the Acquisition on 1 August 2024 to align their respective accounting and tax periods.

Lok'nStore and/or Shurgard will make an announcement through a Regulatory Information Service as soon as practicable following the Scheme becoming Effective.

Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted in favour of, or against, the Scheme at the Court Meeting or in favour of, or against, or abstained from voting on the Special Resolution at the General Meeting.

If the Scheme is withdrawn or lapses, any documents of title and any other documents lodged with any Form of Proxy will be returned to the relevant Lok'nStore Shareholder as soon as practicable, and in any event within 14 days of such lapse or withdrawal.

The Acquisition shall lapse if:

- the Court Meeting and the General Meeting are not held by 2 July 2024, being the 22nd day after 10 June 2024 (or such later date as may be agreed between Shurgard and Lok'nStore with the consent of the Panel (and that the Court may allow, if required));
- the Sanction Hearing to approve the Scheme is not held on or before the 22nd day after the expected date of such hearing (or such later date as may be agreed between Shurgard and Lok'nStore); or
- the Scheme does not become Effective by the Long Stop Date,

provided however that the deadlines for the timing of the Court Meeting, the General Meeting and the Sanction Hearing to approve the Scheme as set out above may be waived by Shurgard, and the deadline for the Scheme to become Effective may be extended by agreement between Lok'nStore and Shurgard with the consent of the Panel and, if required, the Court.

10.3 Amendments to Lok'nStore's articles of association

It is proposed, as part of the Special Resolution to be proposed at the General Meeting, that the Lok'nStore Articles be amended to ensure that any Lok'nStore Shares issued or transferred out of treasury following the exercise of options granted under the Lok'nStore Share Plans or otherwise after the Lok'nStore Articles are amended and prior to the Scheme Record Time will be subject to the Scheme and the holders of such shares will be bound by the terms of the Scheme. It is also proposed to amend the Lok'nStore Articles so that, subject to the Scheme becoming Effective, any Lok'nStore Shares issued or transferred out of treasury to any person other than Shurgard or its nominee(s) on or after the Scheme Record Time will be automatically transferred to Shurgard (and, where applicable, for consideration to be paid to the transferee or the original recipient of the Lok'nStore Shares so transferred or issued) on the same terms as under the Consideration to be paid pursuant to the Scheme (other than terms as to timing and formalities). It is further proposed to amend the Lok'nStore Articles so that, in the event of any reorganisation of or material alteration to the share capital of Lok'nStore carried out after the Effective Date, the value of the cash consideration payable by Shurgard upon the automatic acquisition by it of any Lok'nStore Share issued to any person other than itself or its nominee(s) after such reorganisation or alteration shall be adjusted so as to reflect such reorganisation or alteration. These provisions will avoid any person (other than Shurgard and/or its nominee(s)) holding Lok'nStore Shares after the Scheme becomes Effective.

Paragraph (b) of the Special Resolution set out in the notice of the General Meeting in Part 10 (*Notice of General Meeting*) of this Document seeks the approval of Lok'nStore Shareholders for such amendments.

10.4 Entitlement to vote at the Meetings

Each Scheme Shareholder who is entered in Lok'nStore's register of members at the Voting Record Time (being 6.30 p.m. on 6 June 2024) will be entitled to attend and vote on all resolutions to be put to the Court Meeting and the General Meeting. If either Meeting is adjourned, only those Scheme Shareholders on the register of members at 6.30 p.m. on the day which is two days before the

adjourned Meeting (excluding any non-working days) will be entitled to attend and vote. Each eligible Lok'nStore Shareholder is entitled to appoint a proxy or proxies to attend and, on a poll, to vote instead of them. A proxy need not be a shareholder of Lok'nStore but must attend the Meetings.

The completion and return of a Form of Proxy or the appointment of a proxy or proxies electronically or using CREST shall not prevent a Lok'nStore Shareholder from attending and voting in person at either Meeting or any adjournment thereof if such shareholder wishes and is entitled to do so. In the event of a poll on which a Lok'nStore Shareholder votes in person, their proxy votes lodged with Link Group and, in the case of the Court Meeting, the Chair of the Court Meeting, will be excluded.

If you are in any doubt as to whether or not you are permitted to vote at the Meetings, please contact the shareholder helpline on +44 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The shareholder helpline is open between 9.00 a.m. and 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales). Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the shareholder helpline cannot provide advice on the merits of the Scheme nor give any financial, investment, legal or tax advice.

Further information on the actions to be taken is set out on pages 9 to 11 (*Action to be taken*) of this Document.

10.5 Modifications to the Scheme

The Scheme contains a provision for Lok'nStore and Shurgard jointly to consent (on behalf of all concerned) to any modification of, or addition to, the Scheme or to any condition which the Court may approve or impose. The Court would be unlikely to approve or impose any modification of, addition or condition to, the Scheme which might be material to the interests of Scheme Shareholders unless Scheme Shareholders were informed of any such modification, addition or condition. It would be a matter for the Court to decide, in its discretion, whether or not a further meeting of Scheme Shareholders should be held in those circumstances.

In accordance with the Code, except with the consent of the Panel, modifications or revisions to the Scheme may only be made: (i) no less than 14 days prior to the date of the Meetings (or any later date to which such meetings are adjourned); or (ii) at a later date, with the consent of the Panel.

10.6 Implementation by way of a Takeover Offer

Subject to obtaining the consent of the Panel, Shurgard reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme.

In such event, such Takeover Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme subject to appropriate amendments including (without limitation) the inclusion of an acceptance condition set at 90 per cent. of Lok'nStore Shares to which the Takeover Offer relates, (or such lesser percentage as may be agreed between Lok'nStore and Shurgard after consultation with the Panel (if necessary), being in any case more than 50 per cent. of the voting rights normally exercisable at a general meeting of Lok'nStore, including, for this purpose, any such voting rights attaching to Lok'nStore Shares that are issued before the Takeover Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise).

11. Conditions to the Acquisition

The Conditions to the Scheme and the Acquisition are set out in full in Part 3 (*Conditions to and Further Terms of the Scheme and the Acquisition*) of this Document including, amongst others:

- the Scheme becoming unconditional and becoming effective, subject to the provisions of the Code, by no later than 11.59 p.m. on the Long Stop Date;
- approval of the Scheme by a majority in number of the Scheme Shareholders who are present and vote (and entitled to vote), either in person or by proxy, at the Court Meeting, or any adjournment of that Meeting, and who represent 75 per cent. or more in value of all Scheme Shares voted by such Scheme Shareholders;

- the Special Resolution being duly passed by the requisite majority at the General Meeting, or any adjournment of that Meeting; and
- the sanction of the Scheme by the Court and the delivery of a copy of the Court Order for registration to the Registrar of Companies.

The Acquisition is also conditional on Lok'n Store Limited, a subsidiary of Lok'nStore, amending its standard terms of business prior to the date of the Sanction Hearing (or, in the event that Shurgard elects to implement the Acquisition by way of a Takeover Offer, the date on which the Takeover Offer becomes unconditional), as further detailed in paragraph 3 of Part A of Part 3 of this Document. This is to bring Lok'nStore's contractual structure on to a basis that is consistent with the REIT model operated by Shurgard. As a result of the significant adverse financial impact which Shurgard could suffer if the Acquisition were to become Effective without Lok'n Store Limited's standard terms of business having been amended prior to the date of the Sanction Hearing, Shurgard would not intend that the Acquisition become Effective without the necessary amendments having been made, and would seek to lapse the Acquisition in those circumstances.

On the date of the Rule 2.7 Announcement, Lok'nStore commenced the process of sending notices to all customers notifying them of the relevant amendments. The amendments are conditional on Lok'nStore Shareholders approving the Scheme at the Court Meeting (or, in the event that Shurgard elects to implement the Acquisition by way of a Takeover Offer, Shurgard receiving valid acceptances in respect of Lok'nStore Shares representing more than 50 per cent. of Lok'nStore's voting rights). Lok'nStore acknowledges that, if the Acquisition were to become Effective without the amendments to Lok'n Store Limited's standard terms of business having been made, Shurgard could suffer significant adverse financial impact and Lok'nStore acknowledges that, given that such consequences could be of material significance to Shurgard in the context of the Acquisition, Shurgard would seek—and Lok'nStore does not intend to object to—the Takeover Panel's consent to invoke the Condition in paragraph 3 of Part A of Part 3 of this Document to cause the Acquisition to lapse. A decision by the Panel whether to permit Shurgard to invoke a condition to the Acquisition would be judged by the Panel by reference to the facts at the time that the relevant circumstances arise, including the views of the Lok'nStore Board at that time.

The Scheme can only become Effective if all Conditions to the Scheme, including shareholder approvals and the sanction of the Court, have been satisfied (unless, where applicable, the relevant Condition is waived). The Scheme will become Effective upon a copy of the Court Order being delivered to the Registrar of Companies for registration. Subject to the sanction of the Scheme by the Court, this is expected to occur in July 2024. Unless the Scheme becomes Effective by the Long Stop Date, the Scheme will not become Effective and the Acquisition will not proceed. However, the Long Stop Date may be extended to such later date as Lok'nStore and Shurgard may agree in writing (with the Panel's consent and as the Court may approve (should such approval(s) be required)).

12. Offer-related arrangements

Confidentiality Agreement

Shurgard and Lok'nStore entered into the Confidentiality Agreement on 12 February 2024 pursuant to which Shurgard has undertaken to keep certain information relating to the Acquisition and the Lok'nStore Group confidential and not to disclose such information to third parties except to certain permitted disclosees for the purposes of evaluating the Acquisition or as permitted in writing by Lok'nStore or if required by applicable laws or regulations. Shurgard has also agreed to customary non-solicitation obligations and, along with its concert parties, certain standstill undertakings, all of which ceased to apply upon the release of the Rule 2.7 Announcement.

These confidentiality obligations shall remain in force for a period of two years from the date of the Confidentiality Agreement or until the completion of the Acquisition, whichever is earlier.

13. Cancellation of listing of Lok'nStore Shares

It is intended that an application will be made to the London Stock Exchange for the cancellation of trading of the Lok'nStore Shares on AIM, with effect from shortly after the Effective Date. The last day of dealings in, and registration of transfers of, Lok'nStore Shares on AIM is expected to be the Business Day immediately prior to the Effective Date.

On the Effective Date, share certificates in respect of Lok'nStore Shares will cease to be valid and entitlements to Lok'nStore Shares held within the CREST system will be cancelled. Lok'nStore Shareholders shall be required to return share certificates to Lok'nStore or destroy them following the Effective Date.

It is intended that, following the Effective Date and after its shares are delisted, Lok'nStore will be re-registered as a private limited company under the relevant provisions of the Companies Act.

14. Settlement

Subject to the Scheme becoming Effective, settlement of the Consideration to which any Scheme Shareholder on the register of members of Lok'nStore as at the Scheme Record Time is entitled will be effected in the manner set out below.

14.1 Shares held in uncertificated form (that is, in CREST)

Where at the Scheme Record Time, a holder of Scheme Shares holds such shares in uncertificated form, settlement of the consideration will be effected through CREST by the creation of an assured payment obligation in favour of the appropriate CREST account through which the relevant Scheme Shareholder holds such uncertificated shares, as soon as practicable and, in any event, no later than 14 days after the Effective Date.

As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST will be disabled and all Scheme Shares will be removed from CREST in due course.

Notwithstanding the above, Shurgard reserves the right to settle all or part of such consideration due to the holders of Scheme Shares held in uncertificated form in the manner set out in paragraph 14.2 below.

14.2 Shares held in certificated form

Where, at the Scheme Record Time, a holder of Scheme Shares holds such shares in certificated form, settlement of the Consideration will be effected:

- (i) by cheque drawn on the branch of a UK clearing bank and despatched by first class post (or international standard post, if overseas) to the address appearing on the Lok'nStore share register at the Scheme Record Time (or, in the case of joint holders, to the address of that joint holder whose name stands first in the said register in respect of such joint holding); or
- (ii) by such other method as may be approved by the Panel.

All such payments will be made in Pounds Sterling. Cheques will be despatched in any event, no later than 14 days after the Effective Date.

In the case of Scheme Shareholders that have not encashed cheques within six months from the issue date of the cheque, the consideration due to such Scheme Shareholders under the Scheme will be held on trust by Link Group for a period of 12 years from the Effective Date, in a separate non-interest bearing UK bank account established solely for that purpose, and such Scheme Shareholders may (subject to the legal requirements of any jurisdiction relevant to such Scheme Shareholders) claim the consideration due to them upon written request to Link Group, in a form and with such evidence which the Company determines evidences their entitlement to such cash consideration, at any time during the period of 12 years from the Effective Date.

On the Effective Date each certificate representing Scheme Shares will cease to be a valid document of title and should be destroyed or, at the request of Lok'nStore, delivered up to Lok'nStore or to any person appointed by Lok'nStore to receive the same.

14.3 Settlement to holders of options granted under the Lok'nStore Share Plans

Notwithstanding the reference to 14 days at paragraph 14.1 and paragraph 14.2 above, in the case of Scheme Shares resulting from the exercise of options granted under the Lok'nStore Share Plans after the Court Order but before the Scheme Record Time, Shurgard shall pay the amount due in respect of such Scheme Shares to Lok'nStore or any of its subsidiaries or subsidiary undertakings or otherwise by such method as may be agreed with Lok'nStore, and then procure that payments are made to the relevant Scheme Shareholders as soon as practicable following the Effective Date through payroll

(and where relevant, subject to the deduction of any exercise price, income tax and national insurance contributions or social security contributions or any other required withholding in any relevant jurisdiction).

14.4 General

None of Lok'nStore, Shurgard or their respective nominees or agents will be responsible for any loss or delay in the transmission of Consideration sent in any manner described above, and such Consideration will be sent at the risk of the person entitled to it. All documents and remittances sent through the post or electronically will be sent at the risk of the person(s) entitled thereto.

Save with the consent of the Panel, settlement of consideration to which any Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms set out in this Part 2 without regard to any lien, right of set off, counterclaim or analogous right to which Shurgard may otherwise be, or claim to be, entitled against any Scheme Shareholder.

15. United Kingdom taxation

Lok'nStore Shareholders should read Part 6 (*United Kingdom Taxation*) of this Document which is intended as a summary of and general guide only to certain aspects of the United Kingdom tax consequences of the Acquisition for UK resident Lok'nStore Shareholders. This summary relates only to the position of certain categories of Lok'nStore Shareholders (as described further in Part 6), does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme. **If Lok'nStore Shareholders are in any doubt as to their tax position, or if they are subject to taxation in any jurisdiction other than the UK, they should consult an appropriate independent professional tax adviser as to the tax consequences of the Acquisition.**

16. Overseas Shareholders

The availability of the Scheme and the Acquisition to Overseas Shareholders may be affected by the laws of the relevant jurisdictions in which they are located. Overseas Shareholders should inform themselves of, and observe, any applicable legal or regulatory requirements. It is the responsibility of all Overseas Shareholders to satisfy themselves as to the full compliance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.

The release, publication or distribution of this Document in jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore any persons into whose possession this Document comes should inform themselves about and observe any applicable legal or regulatory requirements.

In particular, the ability of persons who are not resident in the United Kingdom to vote their Lok'nStore Shares with respect to the Scheme at the Court Meeting or with respect to the Special Resolution to be proposed at the General Meeting, or to appoint another person as proxy to vote at the Court Meeting or the General Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with any applicable legal or regulatory requirements of any jurisdiction may constitute a violation of the securities laws in such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This Document and any accompanying documents have been prepared for the purposes of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside England.

Unless otherwise determined by Shurgard or required by the Code, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such means from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction.

Accordingly, copies of this Document and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent, in whole or in part, directly or indirectly, in, into or from a Restricted Jurisdiction and persons receiving this Document and all documents relating to the Acquisition (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them, in whole or in part, directly or indirectly, in, into or from any Restricted Jurisdictions.

US Shareholders should note that the Acquisition relates to an offer for the shares of a UK company and is being made by means of a scheme of arrangement provided for under English company law. The Acquisition, implemented by way of a scheme of arrangement, relates to the shares of a UK company that is a “foreign private issuer” as defined under Rule 3b-4 under the US Exchange Act and will be governed by English Law. Accordingly, the Scheme is exempt from the registration requirements under the US Securities Act and is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act, as amended. Accordingly, the Acquisition is subject to the disclosure requirements and practices applicable to a scheme of arrangement involving a target company in the UK admitted to trading on AIM, which differ from the disclosure requirements of the US tender offer and proxy solicitation rules. If, in the future, Shurgard exercises its right to implement the Acquisition by way of a Takeover Offer and determines to extend the Takeover Offer into the US, the Acquisition will be made in compliance with applicable US laws and regulations and tender offer rules under the US Exchange Act, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder.

In accordance with normal United Kingdom practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Shurgard or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Lok’nStore outside of the US, in compliance with applicable law, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes effective, lapses or is otherwise withdrawn. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases or arrangements to purchase shall be disclosed as required in the UK, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at www.londonstockexchange.com.

17. Further information

The terms of the Scheme are set out in full in Part 4 (*The Scheme of Arrangement*) of this Document. Your attention is also drawn to the further information contained in this Document and, in particular, to the Conditions set out in Part 3 (*Conditions to and Further Terms of the Scheme and the Acquisition*) of this Document, and the additional information set out in Part 7 (*Additional Information*) of this Document.

18. Actions to be taken

Sending Forms of Proxy by post or by hand

Scheme Shareholders will receive a BLUE Form of Proxy for the Court Meeting and Lok’nStore Shareholders will receive a WHITE Form of Proxy for the General Meeting. Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them either: (i) by post or (ii) during normal business hours only, by hand to Link Group at PXS 1, Central Square, 29 Wellington Street, Leeds LS1 4DL, so as to be received as soon as possible and, in any event, not later than 10.00 a.m. and 10.15 a.m. respectively, on 6 June 2024 (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the adjourned Meeting(s), excluding any non-working day). If the BLUE Form of Proxy for the Court Meeting is not received by the above time, it may be handed to a representative of Link Group, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting before the start of that Meeting and it will be valid. However, in the case of the General Meeting, the WHITE Form of Proxy must be received by the time mentioned above, or it will be invalid.

Lok’nStore Shareholders are entitled to appoint a proxy in respect of some or all of their Lok’nStore Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Lok’nStore Shareholders who wish to appoint more than one proxy in respect of their holding of Lok’nStore Shares should contact Link Group for further Forms of Proxy.

Completion and return of a Form of Proxy, or the appointment of a proxy electronically or using CREST (or any other procedure described below), will not prevent you from attending, speaking and voting in person at either the Court Meeting or the General Meeting, or any adjournment thereof, if you wish and are entitled to do so.

Electronic appointment of proxies through CREST

If you hold your Lok'nStore Shares in uncertificated form (that is, in CREST) you may vote using the CREST voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively).

Proxies submitted via CREST (under CREST participant ID RA10) must be received by Link Group by no later than 10.00 a.m. on 6 June 2024 in the case of the Court Meeting and by no later than 10.15 a.m. on 6 June 2024 in the case of the General Meeting (or, in the case of an adjournment meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-working day) prior to the time and date set for the adjourned meeting).

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy), must, in order to be valid, be transmitted so as to be received by Link Group not less than 48 hours before the time fixed for the Court Meeting or General Meeting (or adjourned meeting), as applicable (in each case, excluding any non-working day). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Group is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Lok'nStore may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

Online appointment of proxies

As an alternative to completing and returning the printed Forms of Proxy or appointing a proxy through CREST, Lok'nStore Shareholders entitled to attend and vote at the Meetings may appoint a proxy electronically by logging on to <https://www.signalshares.com> or registering if they have not previously done so. To register, Lok'nStore Shareholders will need their Investor Code (IVC) which is printed on the Forms of Proxy or is available from Link Group.

For an electronic proxy appointment to be valid, the appointment must be received by Link Group by no later than 10.00 a.m. on 6 June 2024 for the Court Meeting and 10.15 a.m. on 6 June 2024 for the General Meeting (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the adjourned Meeting(s) (excluding any part of such 48-hour period falling on a non-working day)). Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

In the case of the Court Meeting only, if you have not appointed a proxy electronically by such time you may complete the BLUE Form of Proxy and hand it to a representative of Link Group, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting, before the start of the Court Meeting and it will be valid.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of Scheme Shareholders. You are therefore strongly urged to complete and return your Forms of Proxy, or to appoint a proxy through CREST or electronically as soon as possible. Doing so will not prevent you from attending, speaking and voting in person at the Meetings (or any adjournment thereof) if you wish and are entitled to do so.

Shareholder Helpline

If you have any questions relating to this Document or the completion and return of your Forms of Proxy, please contact the shareholder helpline on +44 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The shareholder helpline is open between 9.00 a.m. and 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales). Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the shareholder helpline cannot provide advice on the merits of the Scheme nor give any financial, investment, legal or tax advice.

Yours faithfully,

Julian Blunt

Director

for and on behalf of

Cavendish Capital Markets Limited

PART 3
CONDITIONS TO AND FURTHER TERMS OF THE SCHEME AND THE ACQUISITION

Part A
Conditions to the Scheme and the Acquisition

Long Stop Date

1. The Acquisition will be conditional on the Scheme becoming unconditional and becoming Effective, subject to the Code, by no later than 11.59 p.m. (London time) on the Long Stop Date.

Scheme Approval

2. The Scheme will be subject to the following conditions:
 - a.
 - i. its approval by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders who are on the register of members of Lok'nStore at the Voting Record Time (or the relevant class or classes thereof, if applicable), in each case present, entitled to vote and voting, either in person or by proxy, at the Court Meeting or at any separate class meeting which may be required by the Court (as applicable) or at any adjournment of any such meeting; and
 - ii. the Court Meeting and any separate class meeting which may be required by the Court (or any adjournment of any such meeting) being held on or before 2 July 2024, being the 22nd day after the expected date of the Court Meeting (or such later date as Shurgard and Lok'nStore may agree and, if required, the Court may allow);
 - b.
 - i. the Special Resolution being duly passed by the requisite majority or majorities at the General Meeting; and
 - ii. the General Meeting being held on or before 2 July 2024, being the 22nd day after the expected date of the General Meeting (or such later date as Shurgard and Lok'nStore may agree and, if required, the Court may allow); and
 - c.
 - i. the sanction of the Scheme by the Court with or without modification (but subject to any such modification being acceptable to Shurgard and Lok'nStore) and the delivery of a copy of the Court Order to the Registrar of Companies; and
 - ii. the Sanction Hearing being held on or before 9 August 2024, being the 22nd day after the expected date of the Sanction Hearing (or such later date as Shurgard and Lok'nStore may agree and, if required, the Court may allow).

Other Conditions

In addition, Shurgard and Lok'nStore have agreed that, subject as stated in Part B, Part C and Part D below and to the requirements of the Panel and the Code, the Acquisition will be conditional on the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

3. **Amendments to Lok'n Store Limited's standard terms of business**
 - a. Lok'nStore having sent, on or around the date of the Rule 2.7 Announcement, notice to all customers contracted to Lok'n Store Limited, a subsidiary of Lok'nStore, on its standard terms of business, in the form disclosed to Shurgard prior to the date of the Rule 2.7 Announcement (the "**Amendment Notice**") notifying those customers of certain amendments to Lok'n Store Limited's standard terms of business with effect from the date stated in the Amendment Notice, and Lok'nStore not having withdrawn or superseded the Amendment Notice;
 - b. the amendments to Lok'n Store Limited's standard terms of business specified in the Amendment Notice having become effective (including in respect of any persons who become customers contracted to Lok'n Store Limited on its standard terms of business on or after the date of the Rule 2.7 Announcement), and not having been reversed or superseded, in each case by no later than the date which is two Business Days before the date of the Sanction Hearing (or, in the event that Shurgard elects to implement the Acquisition by way of a Takeover Offer, the date on which the Takeover Offer becomes unconditional); and

- c. no other amendments to Lok'n Store Limited's standard terms of business having been notified to customers contracted to Lok'n Store Limited on its standard terms of business or having become effective without Shurgard's prior written consent.

4. Third party clearances

- a. The waiver (or non-exercise within any applicable time limits) by any Relevant Authority or any other body or person whatsoever in any jurisdiction (each a "Third Party") of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition) arising as a result of or in connection with the Acquisition including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, Lok'nStore by Shurgard or any member of the Wider Shurgard Group.
- b. All necessary filings or applications having been made in connection with the Acquisition and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Acquisition or the acquisition by any member of the Wider Shurgard Group of any shares or other securities in, or control of, Lok'nStore and all material authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals reasonably deemed necessary or appropriate by Shurgard or any member of the Wider Shurgard Group for or in respect of the Acquisition including without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control of, Lok'nStore or any member of the Wider Lok'nStore Group by any member of the Wider Shurgard Group having been obtained in terms and in a form reasonably satisfactory to Shurgard from all appropriate Third Parties or persons with whom any member of the Wider Lok'nStore Group has entered into contractual arrangements and all such material authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals necessary or appropriate to carry on the business of any member of the Wider Lok'nStore Group which is material in the context of the Shurgard Group or the Lok'nStore Group as a whole or for or in respect of the Acquisition, including without limitation its implementation or financing remaining in full force and effect and all filings necessary for such purpose having been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Acquisition becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with.
- c. No Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and, in each case, not having withdrawn the same), or having enacted, made or proposed any statute, regulation, decision or order, or change to published practice or having taken any other steps, and there not continuing to be outstanding any statute, regulation, decision or order, which in each case would or might reasonably be expected to:
 - i. require, prevent or delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Shurgard Group or any member of the Wider Lok'nStore Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own, control or manage any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider Shurgard Group or the Wider Lok'nStore Group in either case taken as a whole or in the context of the Acquisition;
 - ii. require, prevent or delay the proposed divestiture by any member of the Wider Shurgard Group of any shares or other securities in Lok'nStore;
 - iii. impose any material limitation on, or result in a delay in, the ability of any member of the Wider Shurgard Group directly or indirectly to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any

member of the Wider Lok'nStore Group or the Wider Shurgard Group or to exercise voting or management control over any such member;

- iv. otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Shurgard Group or of any member of the Wider Lok'nStore Group to an extent which is material in the context of the Wider Shurgard Group or the Wider Lok'nStore Group in either case taken as a whole or in the context of the Acquisition;
- v. make the Acquisition or its implementation or the acquisition or proposed acquisition by Shurgard or any member of the Wider Shurgard Group of any shares or other securities in, or control of Lok'nStore void, illegal, and/or unenforceable under the laws of any relevant jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit or delay the same, or impose additional conditions or obligations with respect thereto;
- vi. require (save as envisaged in connection with the Acquisition or, if applicable, sections 974 to 991 (inclusive) of the Companies Act) any member of the Wider Shurgard Group or the Wider Lok'nStore Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Lok'nStore Group or the Wider Shurgard Group owned by any third party;
- vii. impose any limitation on the ability of any member of the Wider Shurgard Group to integrate, conduct or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any member of the Wider Lok'nStore Group which is adverse to and material in the context of the Wider Lok'nStore Group or the Wider Shurgard Group in each case taken as a whole or in the context of the Acquisition; or
- viii. result in any member of the Wider Lok'nStore Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Acquisition or the acquisition or proposed acquisition of any Lok'nStore Shares having expired, lapsed or been terminated.

5. Certain matters arising as a result of any arrangement, agreement, etc.

Except as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Lok'nStore Group is a party or by or to which any such member or any of its assets are or may be bound, entitled or subject, or any circumstance which, in each case as a consequence of the Acquisition or the proposed acquisition of any shares or other securities (or equivalent) in Lok'nStore or because of a change in the control or management of Lok'nStore or otherwise, could or might reasonably be expected to result in (in each case to an extent which is or would be material and adverse in the context of the Wider Lok'nStore Group or the Wider Shurgard Group, in either case taken as a whole, or in the context of the Acquisition):

- a. any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
- b. any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
- c. any assets or interests of any such member being or failing to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any such member otherwise than in the ordinary course of business;
- d. the creation, other than as Disclosed, or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interest of any

such member or any such mortgage, charge or other security interest (whenever arising or having arisen) becoming enforceable;

- e. the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm, company or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;
- f. the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
- g. any such member ceasing to be able to carry on business under any name under which it presently does so;
- h. the creation or acceleration of any liability, actual or contingent, by any such member (including any material tax liability or any obligation to obtain or acquire any material authorisation, notice, waiver, concession, agreement or exemption from any Third Party or any person) other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Acquisition; or
- i. any requirement on any such member to acquire, subscribe, pay up or repay any shares or other securities (or the equivalent),

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Lok'nStore Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in paragraphs (a) to (i) of this Condition.

6. Certain events occurring since Last Accounts Date

Except as Disclosed, no member of the Wider Lok'nStore Group having, since the Last Accounts Date:

- a. save as between Lok'nStore and wholly-owned subsidiaries of Lok'nStore or for Lok'nStore Shares issued under or pursuant to the exercise of options and vesting of awards granted under the Lok'nStore Share Plans in the ordinary course, issued or agreed to issue, authorised or proposed the issue of additional shares of any class;
- b. save as between Lok'nStore and wholly-owned subsidiaries of Lok'nStore or for the grant of options and awards and other rights under the Lok'nStore Share Plans in the ordinary course, issued, or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
- c. other than to another member of the Wider Lok'nStore Group, sold (or agreed to transfer or sell) any treasury shares;
- d. other than to another member of the Lok'nStore Group, before completion of the Acquisition, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution whether payable in cash or otherwise or made any bonus issue;
- e. save for intra-Lok'nStore Group transactions, authorised, implemented or announced any merger or demerger with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case, other than in the ordinary course of business and, in each case, to the extent which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
- f. disposed of or agreed to dispose of any property in Lok'nStore's store portfolio, or, other than in the ordinary course of business, granted or entered into any agreement to grant any lien, equitable interest, charge, encumbrance or other third party right over any such property;

- g. save for intra-Lok'nStore Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital to the extent which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
- h. issued, authorised or proposed the issue of, or made any change in or to, any debentures or (save for intra-Lok'nStore Group transactions or save in the ordinary course of business), incurred or increased any indebtedness or become subject to any liability (actual or contingent);
- i. purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in paragraph (a) or (b) above, made any other change to any part of its share capital, in each case, to the extent which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
- j. other than pursuant to the Acquisition and except for intra-Lok'nStore Group transactions, implemented, or authorised, proposed or announced its intention to implement, any reconstruction, merger, demerger, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business;
- k. been unable or, or admitted in writing that it is unable, to pay its debts as they fall due or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- l. (other than in respect of a member which is dormant and was solvent at the relevant time) taken any corporate action or steps or had any legal proceedings started or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, manager, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed in each case to the extent which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
- m. commenced negotiations with any of its creditors or taken any step with a view to rescheduling or restructuring any of its indebtedness or entered into a composition, compromise, assignment or arrangement with any of its creditors whether by way of a voluntary arrangement, scheme of arrangement, deed of compromise or otherwise;
- n. waived, settled or compromised any claim which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
- o. entered into, varied or authorised, or proposed or announced its intention to enter into or vary any agreement, contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which:
 - i. is of a long-term, onerous or unusual nature or magnitude or which is reasonably likely to involve an obligation of such nature or magnitude (save in the ordinary course of business); or
 - ii. is likely to restrict the business of any member of the Wider Lok'nStore Group or the Wider Shurgard Group other than of a nature and extent which is normal in the context of the business concerned,
 and, in either case, which is or would reasonably be expected to be material and adverse in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
- p. entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or proposed to, effect any of the transactions, matters or events referred to in this Condition 6;
- q. made any material alteration to its constitutional documents;

- r. made or agreed or consented to any change to:
 - i. the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Lok'nStore Group for its directors, employees or their dependents;
 - ii. the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
 - iii. the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
 - iv. the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, which has an effect that is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
- s. proposed, agreed to provide or modified the terms of any of the Lok'nStore Share Plans or other benefit constituting a material change relating to the employment or termination of employment of a material category of persons employed by the Wider Lok'nStore Group or which constitutes a material change to the terms or conditions of employment of any senior employee of the Wider Lok'nStore Group, save as agreed by the Panel (if required) and by Shurgard, or entered into or changed the terms of any contract with any director or senior executive;
- t. taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Lok'nStore Shareholders in a general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code; or
- u. entered into or varied in a material way the terms of, any contract, agreement or arrangement with any of the directors or senior executives of any member of the Wider Lok'nStore Group.

7. No adverse change, litigation or regulatory enquiry

Except as Disclosed, since the Last Accounts Date:

- a. no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Lok'nStore Group which, in any such case, is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition and no circumstances have arisen which would or might reasonably be expected to result in such adverse change or deterioration;
- b. no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Lok'nStore Group is or is reasonably likely to become a party (whether as a plaintiff, defendant or otherwise) and no enquiry, review or investigation by, or complaint or reference to, any Third Party or other investigative body against or in respect of any member of the Wider Lok'nStore Group having been instituted, announced, implemented or threatened by or against or remaining outstanding in respect of any member of the Wider Lok'nStore Group which in any such case has had or might reasonably be expected to have a material adverse effect on the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
- c. no contingent or other liability of any member of the Wider Lok'nStore Group having arisen or become apparent to Shurgard or increased which has had or might reasonably be expected to have a material adverse effect on the Wider Lok'nStore Group, taken as a whole or in the context of the Acquisition;
- d. no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented, instituted by or remaining outstanding against or in respect of any member by or the Wider Lok'nStore Group which in any case is material in the context of the Wider Lok'nStore Group taken as a whole;
- e. no member of the Wider Lok'nStore Group having conducted its business in breach of any applicable laws and regulations which in any case is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition; and

- f. no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence or permit held by any member of the Wider Lok'nStore Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which has had, or would reasonably be expected to have, an adverse effect which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition.

8. No discovery of certain matters

- a. Except as Disclosed, Shurgard not having discovered:
 - i. that any financial, business or other information concerning the Wider Lok'nStore Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Lok'nStore Group is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which was not subsequently corrected before the date of the Rule 2.7 Announcement by disclosure either publicly or otherwise to Shurgard or its professional advisers, in each case, to the extent which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
 - ii. that any member of the Wider Lok'nStore Group or partnership, company or other entity in which any member of the Wider Lok'nStore Group has a significant economic interest and which is not a subsidiary undertaking of Lok'nStore, is subject to any liability (actual or contingent) which is not disclosed in the annual report and accounts of Lok'nStore for the financial year ended 31 July 2023, in each case, to the extent which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition; or
 - iii. any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Lok'nStore Group and which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition.
- b. Except as Disclosed, Shurgard not having discovered that:
 - i. any past or present member of the Wider Lok'nStore Group has failed to comply with any and/or all applicable legislation or regulation, of any jurisdiction with regard to the use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which storage, carriage, disposal, spillage, release, discharge, leak or emission would be likely to give rise to any liability (actual or contingent) or cost on the part of any member of the Wider Lok'nStore Group and which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
 - ii. there is, or is likely to be, for any reason whatsoever, any liability (actual or contingent) of any past or present member of the Wider Lok'nStore Group to make good, remediate, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Lok'nStore Group (or on its behalf) or by any person for which a member of the Wider Lok'nStore Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, regulation, notice, circular or order of any Third Party and which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition;
 - iii. circumstances exist (whether as a result of the making of the Acquisition or otherwise) which would be reasonably likely to lead to any Third Party instituting, or whereby any

member of the Wider Shurgard Group or any present or past member of the Wider Lok'nStore Group would be likely to be required to institute, an environmental audit or take any other steps which would in any such case be reasonably likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, re-instate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider Lok'nStore Group (or on its behalf) or by any person for which a member of the Wider Lok'nStore Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition; or

- iv. circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider Lok'nStore Group which claim or claims would be likely, materially and adversely, to affect any member of the Wider Lok'nStore Group and which is material in the context of the Wider Lok'nStore Group taken as a whole or in the context of the Acquisition.

9. Anti-corruption, economic sanctions, criminal property and money laundering

Save as Disclosed, Shurgard not having discovered that:

- a. any past or present member, director, officer or employee of the Wider Lok'nStore Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule or regulation concerning improper payments or kickbacks; or (ii) any person that performs or has performed services for or on behalf of the Wider Lok'nStore Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption legislation or anti-bribery law, rule or regulation or any other applicable law, rule or regulation concerning improper payments or kickbacks;
- b. any asset of any member of the Wider Lok'nStore Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule or regulation concerning money laundering or proceeds of crime or any member of the Wider Lok'nStore Group is found to have engaged in activities constituting money laundering under any applicable law, rule or regulation concerning money laundering;
- c. any past or present member, director, officer or employee of the Lok'nStore Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from: (i) any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HMRC; or (ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the US, the UK, the European Union or any of its member states, save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable Blocking Law;
- d. any past or present member, director, officer or employee of the Wider Lok'nStore Group, or any other person for whom any such person may be liable or responsible:
 - i. has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the US Anti-Terrorism Act;

- ii. has engaged in conduct which would violate any relevant anti-boycott law, rule or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the US Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the US Department of State;
 - iii. has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or
 - iv. is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any Relevant Authority or found to have violated any applicable law, rule or regulation concerning government contracting or public procurement; or
- e. any member of the Wider Lok'nStore Group is or has been engaged in any transaction with any government, entity or individual targeted by any of the economic sanctions of the United Nations, the US, the European Union or any other Relevant Authority, or which would cause Shurgard to be in breach of any law or regulation upon its acquisition of Lok'nStore, including but not limited to the economic sanctions of the United States Office of Foreign Assets Control or HM Treasury & Customs in the UK or any other Relevant Authority.

Part B
Waiver and Invocation of the Conditions

1. Subject to the requirements of the Panel in accordance with the Code, Shurgard reserves the right in its sole discretion to waive, in whole or in part, all or any of the Conditions in Part A of this Part 3, except for Conditions 1 (*Conditions to the Acquisition*), 2(a)(i), 2(b)(i) and 2(c)(i) (*Scheme Approval*), which cannot be waived. The deadlines in any of Conditions 2(a)(ii), 2(b)(ii) and 2(c)(ii) (*Scheme Approval*) may be extended to such later date as Shurgard may determine (with the Panel's consent and approval of the Court, if such consent and/or approval is required). If any of Conditions 1 (*Conditions to the Acquisition*), 2(a)(ii), 2(b)(ii) and 2(c)(ii) (*Scheme Approval*) is not satisfied by the relevant deadline specified in the relevant Condition, Shurgard shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether, subject to paragraph 3 below, it has invoked the relevant Condition, waived the relevant deadline or extended the relevant deadline.
2. Shurgard shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as satisfied any of the Conditions 4 (*Third party clearances*) to 9 (*Anti-corruption, economic sanctions, criminal property and money laundering*) (inclusive) by a date or time earlier than the latest date and time specified above for the fulfilment of the relevant Condition notwithstanding that the other Conditions to the Acquisition may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
3. Subject to paragraph 4 below, under Rule 13.5(a) of the Code, Shurgard may only invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel. The Panel will normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to Shurgard in the context of the Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.
4. Any Condition that is subject to Rule 13.5(a) of the Code may be waived by Shurgard. Each of Conditions 1 (*Conditions to the Acquisition*) and 2 (*Scheme Approval*) (and any Takeover Offer acceptance condition adopted on the basis specified in Part C of this Part 3) will not be subject to Rule 13.5(a) of the Code.
5. The Acquisition will not become Effective unless the Conditions have been fulfilled or (to the extent capable of waiver) waived or, where appropriate, have been determined by Shurgard to be or remain satisfied by no later than the Long Stop Date.
6. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

Part C
Implementation by way of Takeover Offer

Subject to obtaining the consent of the Panel, Shurgard reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme. In such event, such Takeover Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme subject to appropriate amendments to reflect the change in method of effecting the Takeover Offer, including (without limitation), with the consent of the Panel, the inclusion of an acceptance condition set at 90 per cent. of Lok'nStore Shares to which the Takeover Offer relates, (or such lesser percentage as may be agreed after consultation with the Panel (if necessary)), being in any case more than 50 per cent. of the voting rights normally exercisable at a general meeting of Lok'nStore.

Part D
Certain Further Terms of the Acquisition

1. If Shurgard is required by the Panel to make an offer for Lok'nStore Shares under a mandatory offer for Lok'nStore under Rule 9 of the Code, Shurgard may make such alterations to the above Conditions as are necessary to comply with Rule 9 of the Code.
2. The availability of the Acquisition to persons not resident in the UK may be affected by the laws of the relevant jurisdiction. Persons who are not resident in the UK should inform themselves about,

and observe, any applicable requirements. Lok'nStore Shareholders who are in any doubt about such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay and observe any applicable requirements.

3. Lok'nStore Shares will be acquired by Shurgard fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests whatsoever and together with all rights existing at the date of the Rule 2.7 Announcement or thereafter attaching or accruing thereto, including (without limitation) the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital, repurchase or redemption or otherwise) made on or after the date of the Rule 2.7 Announcement in respect of Lok'nStore Shares.
4. If any dividend, other distribution or return of capital is announced, declared, made, payable or paid in respect of Lok'nStore Shares on or after the date of the 2.7 Announcement and with a record date before the Effective Date, Shurgard reserves the right to reduce the consideration payable in respect of each Lok'nStore Share by the amount of all or part of any such dividend, other distribution or return of capital, in which case any reference in the Rule 2.7 Announcement to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced. If Shurgard exercises this right or makes such a reduction in respect of a dividend, other distribution or return of capital, Lok'nStore Shareholders will be entitled to receive and retain that dividend, other distribution or return of capital. Any exercise by Shurgard of its rights referred to in this paragraph 4 shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.
5. This Document and any rights or liabilities arising hereunder, the Acquisition, the Scheme and the Forms of Proxy will be governed by the laws of England and Wales and be subject to the jurisdiction of the courts of England and Wales. The Acquisition will also be subject to the Conditions and further terms set out in this Document and such further terms as may be required to comply with the AIM Rules and the Code. The Acquisition and the Scheme will comply with the applicable requirements of the FCA, the AIM Rules, the London Stock Exchange and the Court, as well as with the Panel and the Code. This Document does not constitute, or form part of, an offer or invitation to purchase Lok'nStore Shares or any other securities.

PART 4
THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

Claim No. CR-2024-000999

IN THE MATTER OF LOK'N STORE GROUP PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)

between

LOK'N STORE GROUP PLC

AND

THE HOLDERS OF THE SCHEME SHARES
(as hereinafter defined)

PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions have the following meanings:

"Acquisition"	the proposed acquisition by Shurgard of the entire issued and to be issued share capital of Lok'nStore;
"Bidder" or "Shurgard"	Shurgard Self Storage Limited;
"Business Day"	a day, not being a public holiday, Saturday or Sunday, on which banks in London are open for normal business;
"Code"	the City Code on Takeovers and Mergers issued by the Panel, as amended from time to time;
"Company" or "Lok'nStore"	Lok'nStore Group plc;
"Companies Act"	the Companies Act 2006, as amended from time to time;
"Consideration"	the consideration payable to Lok'nStore Shareholders pursuant to the Acquisition, comprising 1,110 pence in cash per Scheme Share;
"Court"	the High Court of Justice in England and Wales;
"Court Meeting"	the meeting or meetings of Lok'nStore Shareholders to be convened by an order of the Court pursuant to section 896 of the Companies Act for the purposes of considering, and if thought fit, approving the Scheme (with or without amendment), and including any adjournment, postponement or reconvention thereof;
"Court Order"	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
"CREST"	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755) in respect of which Euroclear is the Operator (as defined in the Regulations);
"Euroclear"	Euroclear UK & International Limited;

“Excluded Shares”	any Lok’nStore Shares: (a) beneficially owned by Shurgard or any other member of the Shurgard Group; and/or (b) held by Lok’nStore in treasury;
“Forms of Proxy”	the forms of proxy in connection with each of the Court Meeting and the General Meeting;
“General Meeting”	the general meeting of Lok’nStore Shareholders to be convened for the purpose of considering and, if thought fit, approving, the Special Resolution in relation to the Acquisition and any adjournment, postponement or reconvention thereof;
“Latest Practicable Date”	close of business on 15 May 2024, being the latest practicable date before publication of the Scheme Document;
“Link Group”	Link Group, Lok’nStore’s share registrar;
“Lok’nStore Articles”	the articles of association of Lok’nStore as amended from time to time;
“Lok’nStore CSOP”	the Company Share Option Plan, adopted by the Company on 2 June 2010;
“Lok’nStore Directors”	the directors of Lok’nStore as at the date of the Scheme Document or, where the context so requires, the directors of Lok’nStore from time to time;
“Lok’nStore Group”	Lok’nStore and its subsidiary undertakings from time to time;
“Lok’nStore Share Plans”	the: (a) Lok’nStore CSOP; (b) Lok’nStore 1010 Partnership Performance Plan, adopted on 2 July 2018; (c) Lok’nStore 2020 Partnership Performance Plan, adopted on 31 July 2023; and (d) Lok’nStore Unapproved Share Options, each as amended from time to time;
“Lok’nStore Shareholders”	holders of Lok’nStore Shares;
“Lok’nStore Shares”	the ordinary shares of 1 penny each in the share capital of the Company;
“Lok’nStore Unapproved Share Options”	the outstanding options granted over Lok’nStore Shares not granted pursuant to the Lok’nStore CSOP, Lok’nStore 1010 Partnership Performance Plan or Lok’nStore 2020 Partnership Performance Plan;
“Meetings”	the Court Meeting and/or the General Meeting, as the case may be;
“Panel”	the Panel on Takeovers and Mergers;
“Registrar of Companies”	the Registrar of Companies in England and Wales;
“Sanction Hearing”	the hearing of the Court at which Lok’nStore will seek an order sanctioning the Scheme pursuant to Part 26 of the Companies Act;
“Scheme”	the proposed scheme of arrangement under Part 26 of the Companies Act between the Company and Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company and the Bidder;

“Scheme Document” . . .	the document dated 17 May 2024 addressed to Lok’nStore Shareholders containing, among other things, the Scheme, the full terms and conditions of the Scheme and notices of the Meetings;
“Scheme Record Time”	6.00 p.m. on 31 July 2024, being the Business Day immediately prior to the Effective Date;
“Scheme Shareholders”	holders of Scheme Shares;
“Scheme Shares”	Lok’nStore Shares: (a) in issue at the date of the Scheme Document; (b) (if any) issued after the date of the Scheme Document but before the Voting Record Time; and (c) (if any) issued at or after the Voting Record Time and before the Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by the Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by the Scheme, in each case, which remain in issue at the Scheme Record Time, but excluding any Excluded Shares;
“Shurgard Group”	Shurgard and its subsidiary undertakings from time to time;
“Significant Interest”	in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of: (a) the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking; or (b) the relevant partnership interest;
“Special Resolution”	the special resolution to, amongst other things: (a) authorise the Lok’nStore Directors (or a duly authorised committee thereof) to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and (b) approve the amendment of the Lok’nStore Articles, to be considered at the General Meeting;
“UK” or “United Kingdom”	United Kingdom of Great Britain and Northern Ireland;
“Voting Record Time”	6.30 p.m on 6 June 2024 being the day which is two days (excluding non-working days) before the date of the Court Meeting and the General Meeting or, if the Court Meeting and/or General Meeting is adjourned, 6.30 p.m on the day which is two days (excluding non-working days) before the date of such adjourned Meeting;
“Wider Lok’nStore Group”	the Lok’nStore Group and associated undertakings and any other body corporate, partnership, joint venture or person in which Lok’nStore and all such undertakings (aggregating their interests) have a Significant Interest; and
“Wider Shurgard Group”	the Shurgard Group and associated undertakings and any other body corporate, partnership, joint venture or person in which Shurgard and all such undertakings (aggregating their interests) have a Significant Interest.

(B) For the purposes of this Scheme: (i) **“subsidiary”**, **“subsidiary undertaking”**, **“undertaking”**, **“associated undertaking”** and **“equity share capital”** have the meanings given by the Companies Act; (ii) all times referred to are London time; (iii) all references to “£”, “GBP”, “Pounds Sterling”, “pence”, “penny” and “p” are to the lawful currency of the United Kingdom; and (iv) all references to clauses and sub-clauses are to clauses and sub-clauses of this Scheme.

- (C) As at the Latest Practicable Date, the issued share capital of the Company was £328,979.49 divided into 32,897,949 ordinary shares of 1 penny each, all of which are credited as fully paid up. As at the Latest Practicable Date, no shares were held in treasury by the Company.
- (D) As at the Latest Practicable Date, options to acquire up to 1,804,638 Lok'nStore Shares have been granted pursuant to the Lok'nStore Share Plans, and the Lok'nStore Group Plc employee benefit trust holds 623,212 Lok'nStore Shares which can be used to satisfy the exercise of options granted under the Lok'nStore Share Plans.
- (E) The Bidder is a limited company registered under the laws of the Bailiwick of Guernsey with number 48630.
- (F) As at the Latest Practicable Date, no member of the Wider Shurgard Group is the registered holder of, or beneficially owns, any Lok'nStore Shares.
- (G) The Bidder has agreed, subject to satisfaction or (where applicable) waiver of the conditions set out in the document of which this Scheme forms part, to appear by counsel at the hearing to sanction this Scheme and to undertake to the Court to be bound by the provisions of this Scheme in so far as it relates to the Bidder and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.

THE SCHEME

1. Transfer of Scheme Shares

- 1.1** Upon and with effect from the Effective Date, the Bidder (and/or such of its nominee(s) as are agreed between the Bidder and the Company) shall acquire all of the Scheme Shares, fully paid-up with full title guarantee, and free from all liens, equities, charges, options, encumbrances, rights of pre-emption and any other third party rights or interest of any nature and together with all rights or interests of any nature at the Effective Date or thereafter attaching to or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any), and any return of capital (whether by way of reduction of share capital or share premium account or otherwise), announced, authorised, declared, made or paid in respect of the Scheme Shares by reference to a record date falling on or after the Effective Date.
- 1.2** For such purposes, the Scheme Shares shall be transferred to the Bidder (and/or such of its nominee(s) as are agreed between the Bidder and the Company) and such transfer shall be effected by means of a form or forms of transfer or other instrument or instruction of transfer and to give effect to such transfer(s) any person may be appointed by the Bidder as attorney and/or agent and/or otherwise and shall be authorised as such attorney and/or agent and/or otherwise on behalf of the relevant holder of Scheme Shares to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer (whether as a deed or otherwise), or procure the transfer by means of CREST, of such Scheme Shares and every form, instrument or instruction of transfer so executed or instruction given shall be as effective as if it had been executed or given by the holder or holders of the Scheme Shares thereby transferred. Such instrument, form or instruction of transfer shall be deemed to be the principal instrument of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to the Company (and/or its nominee(s)), together with the legal interest in such Scheme Shares, pursuant to such form or instrument of transfer.
- 1.3** With effect from the Effective Date and until the register of members of the Company is updated to reflect the transfer of the Scheme Shares pursuant to clauses 1.1 and 1.2 of this Scheme, each Scheme Shareholder irrevocably:
 - 1.3.1** appoints the Bidder and/or its nominee(s) or agents to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any or all other rights and privileges (including the right to receive notice of or requisition the convening of a general meeting of the Company or of any class of its shareholders) attaching to any Scheme Shares and to receive any distribution or other benefit accruing or payable in respect thereof;

1.3.2 appoints the Bidder and/or its nominee(s) and any one or more of its directors or agents to sign on behalf of such Scheme Shareholder any such documents, and to do any such things, as may in the opinion of the Bidder and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or any other rights or privileges attaching to its Scheme Shares (including without limitation, an authority as its attorney and/or agent to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any or all rights and privileges attaching to the Scheme Shares and for any one or more of its directors or agents to sign any consent to short notice of any general or separate class meeting of the Company and to execute a form of proxy in respect of its Scheme Shares appointing any person nominated by the Bidder to attend any general and separate class meetings of the Company and/or any one or more of its directors or agents to attend general and separate class meetings of the Company (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf); and

1.3.3 authorises the Company and/or its agents to send any notice, circular, warrant or other document or communication which the Company may be required to send to such Scheme Shareholder as a member of the Company in respect of their Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Scheme Shares into certificated form) to the Bidder (and/or its nominee(s)) at its registered office,

such that from the Effective Date, no Scheme Shareholder shall be entitled to exercise any voting rights attached to the Scheme Shares or any other rights or privileges attaching to the Scheme Shares otherwise than in accordance with the directions of the Bidder, or to appoint a proxy or representative for or to attend any general meeting or separate class meeting of the Company.

1.4 The authorities granted pursuant to clauses 1.2 and 1.3 shall be treated for all purposes as having been granted by deed.

2. Consideration for the transfer of Scheme Shares

2.1 In consideration for the transfer of the Scheme Shares to the Bidder and/or its nominee(s) referred in clause 1.2 of this Scheme, the Bidder shall (subject as hereinafter provided) pay or procure that there shall be paid to or for the account of each Scheme Shareholder whose name appears in the register of members of the Company at the Scheme Record Time:

for each Scheme Share: 1,110 pence in cash

2.2 The Bidder has agreed that if any dividend, other distribution and/or other return of capital is proposed, authorised, announced, declared, made or paid or becomes payable in respect of Lok'nStore Shares on or after 11 April 2024 and before the Effective Date, the Bidder reserves the right to reduce the Consideration by the amount of all or part of any such dividend, other distribution and/or other return of capital (calculated on a per Scheme Share basis).

2.3 Subject to clause 2.4, if the Bidder exercises its right to reduce the Consideration as referred to in clause 2.2 by all or part of the amount of any dividend, other distribution or other return of capital:

2.3.1 Lok'nStore Shareholders will be entitled to receive and retain that dividend, other distribution and/or return of capital (or the relevant part of it) in respect of the Lok'nStore Shares they held at the record time for the dividend, other distribution and/or other return of capital;

2.3.2 any reference in this Scheme to the Consideration payable under the Scheme shall be deemed to be a reference to the Consideration as so reduced; and

2.3.3 the exercise of such rights shall not be regarded as constituting any revision or variation of the terms of this Scheme.

2.4 To the extent that any such dividend, other distribution and/or other return of capital is authorised, announced, declared, made or paid or becomes payable and: (i) the Scheme Shares are transferred pursuant to this Scheme on a basis which entitles the Bidder (and/or its nominee) to receive the full amount of the dividend, other distribution and/or other return of capital and to

retain it; or (ii) it is cancelled in full before payment, the Consideration will not be subject to change in accordance with clause 2 of this Scheme.

3. Settlement of consideration

3.1 As soon as practicable after the Effective Date, and not more than 14 days thereafter (or such other period as may be approved by the Panel), the Bidder shall:

3.1.1 in the case of the Scheme Shares which at the Scheme Record Time are held in certificated form:

(a) despatch or procure the despatch to that registered Scheme Shareholder of cheque(s) for the sums payable to that Scheme Shareholder in accordance with clause 2 of this Scheme; or

(b) settle by such other method as may be approved by the Panel;

3.1.2 in the case of the Scheme Shares which at the Scheme Record Time are held in uncertificated form, instruct, or procure the instruction of, Euroclear to create an assured payment obligation in favour of the Scheme Shareholder's payment bank in respect of the sums payable to the Scheme Shareholder in accordance with the CREST assured payment arrangements provided that the Bidder reserves the right to make payment of the said Consideration by cheque as aforesaid in sub-clause 3.1.1(a) of this Scheme if, for any reason, it wishes to do so; and

3.1.3 in the case of Scheme Shares which have been issued or transferred to Lok'nStore Directors or employees of the Lok'nStore Group (including former Lok'nStore Directors or former employees of the Lok'nStore Group) pursuant to the exercise of options or the vesting of awards granted under the Lok'nStore Share Plans on or after the date of the Sanction Hearing but before the Scheme Record Time, unless otherwise agreed with the Company, pay the amount due under this Scheme in respect of such Scheme Shares to the Company so that the Company (or the relevant Lok'nStore Group employer) may pay the Consideration to the relevant Scheme Shareholders through payroll (subject to the deduction of any exercise price, income tax and national insurance contributions or social security contributions/levies or any other required withholding in any relevant jurisdiction).

For the avoidance of doubt, the payment of Consideration to relevant Scheme Shareholders through payroll pursuant to sub-clause 3.1.3 shall be effected reasonably promptly (but is not required to be effected within 14 days of the Effective Date).

3.2 With effect from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.

3.3 All deliveries of notices, cheques and/or statements of entitlement required to be made pursuant to this Scheme shall be effected by sending the same by first-class post in pre-paid envelopes or by international standard post if overseas (or by such other method as may be approved by the Panel) addressed to the persons entitled thereto at their respective registered addresses as appearing in the register of members of the Company at the Scheme Record Time or, in the case of joint holders, to the address of the holder whose name stands first in such register in respect of the joint holding concerned at such time.

3.4 All payments shall be in pounds sterling and shall be made payable to the Scheme Shareholder(s) concerned (except that, in the case of joint holders, the Bidder reserves the right to make such payments to the holder whose name stands first in the register of members of the Company in respect of such joint holding at the Scheme Record Time and (in respect of holders receiving cheques) to whom, in accordance with the foregoing provisions of this clause 3, the envelope containing the same is addressed), and the encashment of any such cheque or the creation of any such assured payment obligation through CREST or otherwise as is referred to in clause 3.1 shall be a complete discharge of the Bidder's obligations (and those of the Bidder's respective agents or nominees) under this Scheme to pay the monies represented thereby.

- 3.5** In the case of Scheme Shareholders that have not encashed cheques within six months from the issue date of the cheque, the consideration due to such Scheme Shareholders under the Scheme will be held by Link Group for a period of 12 years from the Effective Date, in a separate non-interest bearing UK bank account established solely for that purpose, and such Scheme Shareholders may (subject to the legal requirements of any jurisdiction relevant to such Scheme Shareholders) claim the consideration due to them upon written request to Link Group, in a form and with such evidence which the Company determines evidences their entitlement to such cash consideration, at any time during the period of 12 years from the Effective Date.
- 3.6** In respect of payments made through CREST, the instruction of Euroclear to create an assured payment obligation in accordance with the CREST assured payment arrangements shall be a complete discharge of the Bidder's obligation under this Scheme with reference to the payments made through CREST.
- 3.7** None of Shurgard, Lok'nStore, the Wider Shurgard Group nor the Wider Lok'nStore Group (or any of their respective agents or nominees) shall be responsible for any loss or delay in the despatch of notices, statements of entitlement, payment or cheques sent in accordance with this clause 3, which shall be sent at the risk of the person or persons entitled thereto.
- 3.8** The provisions of this clause 3 shall be subject to any prohibition or condition imposed by law.

4. Share certificates and cancellations

With effect from, or as soon as practicable after, the Effective Date:

- 4.1** all certificates representing Scheme Shares shall cease to be valid as documents of title to the Scheme Shares represented thereby and every Scheme Shareholder shall be bound at the request of the Company to deliver up the same to the Company, or as it may direct, to destroy the same;
- 4.2** the Company shall procure that Euroclear be instructed to cancel or transfer the entitlements to Scheme Shares of Scheme Shareholders in uncertificated form;
- 4.3** following the cancellation of the entitlements to Scheme Shares of those holders of Scheme Shares holding their shares in uncertificated form, Link Group shall be authorised to rematerialise entitlements to such Scheme Shares; and
- 4.4** subject to the completion and delivery of such transfers, forms, instruments or instructions of transfer as may be required in accordance with clause 1 of this Scheme and the payment of UK stamp duty (if any) thereon, the Company shall make, or procure to be made, the appropriate entries in the register of members of the Company to reflect the transfer of the Scheme Shares to the Bidder and/or its nominee(s).

5. Mandates

Save as required in relation to the settlement of consideration pursuant to the terms of this Scheme, all mandates and other instructions given to the Company by Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares shall cease to be valid and effective on the Effective Date.

6. Operation of the Scheme

- 6.1** This Scheme shall become Effective as soon as a copy of the Court Order shall have been delivered to the Registrar of Companies.
- 6.2** Unless the Scheme has become Effective on or before 11 October 2024, or such later date, if any, as the Company and the Bidder may agree in writing (with the Panel's consent and the Court may approve (if such approval(s) are required)), this Scheme shall never become Effective.

7. Modification

The Bidder and the Company may jointly consent on behalf of all persons concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose. Any such modification may require the consent of the Panel. For the avoidance of doubt, no modification may be made to this Scheme once it has taken effect.

8. Governing law

This Scheme is governed by English law and is subject to the exclusive jurisdiction of the English courts. The rules of the Code will apply to the Scheme.

Dated: 17 May 2024

PART 5 FINANCIAL INFORMATION

Part A: Financial information relating to Lok'nStore

The following sets out financial information in respect of Lok'nStore as required by Rule 24.3 of the Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference pursuant to Rule 24.15 of the Code:

- the audited accounts of Lok'nStore for the financial year ended 31 July 2023 are set out on pages 89 to 143 (both inclusive) in Lok'nStore's annual report for the financial year ended on 31 July 2023 available from Lok'nStore's website at <https://www.loknstore.co.uk/investors/results-reports>;
- the audited accounts of Lok'nStore for the financial year ended 31 July 2022 are set out on pages 75 to 123 (both inclusive) in Lok'nStore's annual report for the financial year ended on 31 July 2022 available from Lok'nStore's website at <https://www.loknstore.co.uk/investors/results-reports>; and
- copies of any interim statements and preliminary announcements made by Lok'nStore since the date of its last published audited accounts are available from Lok'nStore's website at <https://www.loknstore.co.uk/investors/results-reports>, including the Lok'nStore half-year results for the six months to 31 January 2024.

Part B: Ratings Information

- **Lok'nStore:** No ratings agency has publicly accorded Lok'nStore with any current credit rating or outlook.
- **Shurgard:** No ratings agency has publicly accorded Shurgard with any current credit rating or outlook.

Part C: Financial information relating to Shurgard

The following sets out financial information in respect of Shurgard as required by Rule 24.3 of the Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference pursuant to Rule 24.15 of the Code:

- the audited accounts of (i) the Shurgard Group; and (ii) Shurgard for the financial year ended 31 December 2023 are set out on pages 175 to 244 (both inclusive) and 245 to 254 (both inclusive) respectively in Shurgard's annual report for the financial year ended on 31 December 2023 available from Shurgard's website at <https://www.shurgard.com/corporate/investors/reports-and-presentations>;
- the audited accounts of (i) the Shurgard Group; and (ii) Shurgard for the financial year ended 31 December 2022 are set out on pages 187 to 255 (both inclusive) and 256 to 280 (both inclusive) respectively in Shurgard's annual report for the financial year ended on 31 December 2022 available from Shurgard's website at <https://www.shurgard.com/corporate/investors/reports-and-presentations>; and
- copies of any interim statements and preliminary announcements made by Shurgard since the date of its last published audited accounts are available from Shurgard's website at <https://www.shurgard.com/corporate/investors/reports-and-presentations> or <https://www.shurgard.com/corporate/press-release>, including Shurgard's first quarter 2024 results for the period 1 January 2024 to 31 March 2024.

Part D: Effect of the Scheme becoming Effective on Shurgard

With effect from the Effective Date, the earnings, assets and liabilities of Lok'n Store will be consolidated with the earnings, assets and liabilities of Shurgard.

Part E: No incorporation of website information

Save as expressly referred to herein, neither the content of Lok'nStore's or Shurgard's websites, nor the content of any website accessible from hyperlinks on Lok'nStore's or Shurgard's websites is incorporated into, or forms part of, this Document.

PART 6 UNITED KINGDOM TAXATION

The following paragraphs, which are intended as a general guide only, are based on current UK tax legislation and HMRC's published practice (which may not be binding on HMRC) in each case as at the Latest Practicable Date (and both of which are subject to change, possibly with retrospective effect). They summarise certain limited aspects of the UK tax treatment under the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme. They relate only to the position of Scheme Shareholders who are absolute beneficial owners of their Scheme Shares and hold them as an investment (other than where a tax exemption or special tax regime applies, for example where the Scheme Shares are held in an individual savings account or a pension plan or scheme) and who are resident or, in the case of individuals, resident and domiciled solely in the UK for UK tax purposes (and to whom "split year" treatment does not apply) ("**UK Scheme Shareholder**").

The tax position of certain categories of Scheme Shareholders who are subject to special rules is not considered and it should be noted that those Scheme Shareholders may incur liabilities to UK tax on a different basis to that described below. The categories of Scheme Shareholders that are not considered includes but is not limited to persons who are: (i) brokers, dealers, intermediaries, collective investment schemes, market makers, insurance companies, trustees or charities; (ii) subject to specific tax regimes or benefit from specific reliefs or exemptions; (iii) treated as holding their Scheme Shares as carried interest; (iv) Scheme Shareholders who hold Scheme Shares as part of hedging or commercial transactions; (v) Scheme Shareholders who are connected with Lok'nStore or who acquired (or could be treated for tax purposes as having acquired) their Scheme Shares by reason of an office or employment; and (vi) Scheme Shareholders who hold Scheme Shares in connection with a trade, profession or vocation carried out in the UK (whether through a branch or agency or otherwise). Without limitation to the foregoing, the tax treatment of the Scheme may be different for Scheme Shareholders who acquire or acquired their Scheme Shares through the Lok'nStore Share Plans. Nothing in these paragraphs should be taken as providing any form of tax advice.

In particular, the following paragraphs do not refer to UK inheritance tax. Scheme Shareholders should consult their own professional advisers in relation to any potential UK inheritance tax implications of disposing of the Scheme Shares.

IF YOU ARE IN ANY DOUBT AS TO YOUR TAXATION POSITION, OR IF YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UK, YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL ADVISER IMMEDIATELY.

1. UK tax on chargeable gains

General

UK Scheme Shareholders who transfer their Scheme Shares pursuant to the Scheme should be treated as making a disposal of their Scheme Shares for the purposes of UK tax on chargeable gains. Liability to UK tax on chargeable gains will depend on the individual circumstances of each UK Scheme Shareholder. The receipt by a UK Scheme Shareholder of cash consideration under the Scheme should be treated as consideration for a disposal of their Scheme Shares which may, depending on the UK Scheme Shareholder's particular circumstances (including the availability of exemptions, reliefs or allowable losses), give rise to a chargeable gain or, alternatively, a capital loss. UK Scheme Shareholders realising a chargeable gain on disposal of their Scheme Shares should generally be subject to capital gains tax (in the case of individuals) or corporation tax (in the case of companies) on such chargeable gains.

Individual Scheme Shareholders

Subject to available exemptions, reliefs, allowances and/or available losses, chargeable gains arising on a disposal of Scheme Shares by an individual UK Scheme Shareholder should be subject to UK capital gains tax at the rate of 10 per cent. or 20 per cent. (for tax year 2024/2025) depending on the individual's personal circumstances, including other taxable income and gains or losses in the relevant tax year.

No indexation allowance will be available to an individual UK Scheme Shareholder in respect of a disposal of the Scheme Shares. The capital gains tax annual exemption (£3,000 for tax year 2024/2025) may, however, be available to individual UK Scheme Shareholders to offset against chargeable gains realised on the disposal of their Scheme Shares pursuant to the Scheme, to the extent it has not already been utilised by that individual UK Scheme Shareholder.

Corporate Scheme Shareholders

Subject to available exemptions (including the substantial shareholding exemption), reliefs, allowances and/or allowable losses, chargeable gains arising on a disposal of Scheme Shares by a UK Scheme Shareholder within the charge to UK corporation tax should be subject to UK corporation tax at up to 25 per cent. (for tax year 2024/2025) depending on the amount of the company's profits.

The substantial shareholding exemption may (subject to the satisfaction of a number of conditions) apply to exempt any gain arising to a UK Scheme Shareholder within the charge to UK corporation tax where the Scheme Shareholder has (either itself or together with certain associated companies) held not less than 10 per cent. of the ordinary share capital of Lok'nStore for a continuous period of at least 12 months beginning not more than six years prior to the date of disposal.

For UK Scheme Shareholders within the charge to UK corporation tax (but which do not qualify for the substantial shareholding exemption in respect of their Scheme Shares), indexation allowance may be available where the Scheme Shares were acquired prior to 31 December 2017 in respect of the period of ownership of the Scheme Shares up to and including 31 December 2017 to reduce any chargeable gain arising (but not to create or increase any allowable loss) on the disposal of their Scheme Shares pursuant to the Scheme.

2. Certain other direct tax matters

Special tax provisions may apply to, without limitation, UK Scheme Shareholders who have acquired or who acquire their Scheme Shares by exercising options under a Lok'nStore Share Plan, including provisions imposing a charge to income tax.

3. Stamp duty and stamp duty reserve tax ("SDRT")

No stamp duty or SDRT should be payable by Scheme Shareholders on the transfer of their Scheme Shares under the Scheme.

PART 7
ADDITIONAL INFORMATION

1. Responsibility

1.1 The Lok'nStore Directors, whose names are set out in paragraph 2.1 below, accept responsibility for the information contained in this Document (including expressions of opinion), other than information for which responsibility is taken by the Shurgard Directors pursuant to paragraph 1.2 below. To the best of the knowledge and belief of the Lok'nStore Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

1.2 The Shurgard Directors, whose names are set out in paragraph 2.2 below, accept responsibility for all the information (including expressions of opinion) contained in this Document relating to Shurgard and the Wider Shurgard Group, the Shurgard Directors and their respective close relatives and the related trusts of and persons connected with the Shurgard Directors, and persons acting in concert (as such term is defined in the Code) with Shurgard. To the best of the knowledge and belief of the Shurgard Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

2.1 The Lok'nStore Directors and their respective positions are:

<u>Name</u>	<u>Position</u>
Andrew Jacobs	<i>(Chair)</i>
Raymond Davies	<i>(Group Finance Director)</i>
Neil Newman-Shepherd	<i>(Group Managing Director)</i>
Thomas Lampard	<i>(Property Director)</i>
Jeffrey Woyda	<i>(Senior Independent Non-Executive Director)</i>
Simon Thomas	<i>(Non-Executive Director)</i>
Richard Holmes	<i>(Non-Executive Director)</i>
Charles Peal	<i>(Non-Executive Director)</i>
Bridget Barker	<i>(Non-Executive Director)</i>

The business address of Lok'nStore and of each of the Lok'nStore Directors is One Fleet Place, London EC4M 7WS.

The Company Secretary of Lok'nStore is Dentons Secretaries Limited.

2.2 The Shurgard Directors and their respective positions are:

<u>Name</u>	<u>Position</u>
Ian Marcus	<i>(Chairman)</i>
Marc Oursin	<i>(Chief Executive Officer)</i>
Z. Jamie Behar	<i>(Director)</i>
Tom Boyle	<i>(Director)</i>
Frank Fiskers	<i>(Independent Director)</i>
Lorna Brown	<i>(Independent Director)</i>
Olivier Faujour	<i>(Independent Director)</i>
Padraig McCarthy	<i>(Independent Director)</i>
Muriel De Lathouwer	<i>(Independent Director)</i>

The business address of Shurgard and of each of the Shurgard Directors is 1st & 2nd Floors, Elizabeth House, Les Ruettes Brayes, St Peter Port, GY1 1EW, Guernsey.

3. Persons acting in concert

3.1 In addition to the Lok'nStore Directors (together with their close relatives and related trusts) and members of the Wider Lok'nStore Group, the persons who, for the purposes of the Code, are

acting in concert with Lok'nStore in respect of the Acquisition and who are required to be disclosed are:

<u>Name</u>	<u>Registered office</u>	<u>Relationship with Lok'nStore</u>
Cavendish Capital Markets Limited	One Bartholomew Close, London EC1A 7BL	Financial adviser and Rule 3 adviser, NOMAD and joint corporate broker
Goldman Sachs International	Plumtree Court, 25 Shoe Lane, London EC4A 4AU	Lead financial adviser
Peel Hunt LLP	100 Liverpool Street, London EC2M 2AT	Joint corporate broker
Lok'nStore Trustee Limited	112 Hawley Lane, Farnborough GU14 8JE	Trustee of the Lok'nStore employee benefit trust

3.2 In addition to the Shurgard Directors (together with their close relatives and related trusts) and members of the Wider Shurgard Group, the persons who, for the purposes of the Code are acting in concert with Shurgard in respect of the Acquisition and who are required to be disclosed are:

<u>Name</u>	<u>Registered office</u>	<u>Relationship with Shurgard</u>
J.P. Morgan Cazenove	25 Bank Street, Canary Wharf, London E14 5JP	Sole Financial Adviser
New York State Common Retirement Fund ⁽¹⁾	59 Maiden Lane, New York, NY 10038	35.1 per cent. shareholder ⁽³⁾
Public Storage ⁽²⁾	701 Western Avenue Glendale, CA 91201-2349	33.4 per cent. shareholder ⁽³⁾

(1) The New York State Common Retirement Fund is one of the largest public pension plans in the United States, providing retirement security for over one million New York State and Local Retirement System members, retirees and beneficiaries.

(2) Public Storage is the world's largest owner, operator and developer of self-storage facilities. Its more than 2,900 facilities across the United States serve nearly two million customers. Public Storage is a member of the S&P 500 and FT Global 500. Its common and preferred stock trade on the New York Stock Exchange.

(3) Approximate shareholdings as at 31 December 2023.

4. Market quotations

4.1 The following table shows the Closing Price for the Lok'nStore Shares on:

- (a) 10 April 2024, being the last Business Day prior to the commencement of the Offer Period;
- (b) the first Business Day of each of the six months immediately before the date of this Document; and
- (c) the Latest Practicable Date.

<u>Date</u>	<u>Lok'nStore Share (pence)</u>
1 December 2023	782.00
2 January 2024	864.00
1 February 2024	818.00
1 March 2024	805.00
2 April 2024	844.00
10 April 2024	951.00
1 May 2024	1,107.50
Latest Practicable Date	1,102.50

5. Interests and dealings in relevant securities

5.1 For the purposes of this paragraph 5:

“**acting in concert**” has the meaning given to it in the Code;

“**connected adviser**” has the meaning given to it in the Code;

“**connected person**” in relation to a director of Shurgard or Lok’nStore includes: (a) such director’s spouse or civil partner and children or step-children under the age of 18; (b) the trustee(s) of any trust for the benefit of such director and/or any person mentioned in (a); (c) any company in which such director and/or any person mentioned in (a) or (b) is entitled to exercise or control the exercise of one-third or more of the voting power, or which is accustomed to act in accordance with the directions of such director or any such person; and (d) any other person whose interests in shares are taken to be interests of such director pursuant to Part 22 of the Companies Act;

“**control**” means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights (as defined in the Code) of a company, irrespective of whether the holding or aggregate holding gives de facto control;

“**dealing**” has the meaning given to it in the Code and “**dealt**” has the corresponding meaning;

“**derivative**” includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security;

“**disclosure date**” means the Latest Practicable Date;

“**disclosure period**” means the period commencing on 11 April 2023, being the date 12 months prior to the commencement of the Offer Period, and ending on the disclosure date;

“**exempt principal trader**” and “**exempt fund manager**” have the meanings attributed to them in the Code;

“**financial collateral arrangements**” are arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code;

“**interest**” in relevant securities has the meaning given to it in the Code;

“**Note 11 arrangement**” includes any indemnity or option arrangement, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing (other than irrevocable commitments and letters of intent to vote in favour of the Scheme and/or related resolutions, details of which are set out in paragraph 6);

“**relevant Shurgard securities**” means relevant securities (such term having the meaning given to it in the Code in relation to an offeror) of Shurgard including equity share capital of Shurgard (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;

“**relevant Lok’nStore securities**” means relevant securities (such term having the meaning given to it in the Code in relation to an offeree company) of Lok’nStore including equity share capital of Lok’nStore (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and

“**short position**” means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

5.2 Interests in relevant Lok'nStore securities

- (a) As at the disclosure date, the interests of the Lok'nStore Directors (and their close relatives, related trusts and connected persons) in Lok'nStore Shares were as follows:

<u>Lok'nStore Director</u>	<u>Number of Lok'nStore Shares</u>	<u>Percentage of Lok'nStore issued share capital</u>
Andrew Jacobs	4,359,550 ⁽¹⁾	13.25%
Bridget Barker	12,000	0.04%
Charles Peal	520,973 ⁽²⁾	1.58%
Jeffrey Woyda	2,419	0.01%
Neil Newman-Shepherd	34,205 ⁽³⁾	0.10%
Raymond Davies	103,187	0.31%
Richard Holmes	299,779 ⁽⁴⁾	0.91%
Simon Thomas	1,601,396 ⁽⁵⁾	4.87%
Thomas Lampard	100	0.00%
TOTAL	6,933,609	21.08%

(1) Includes 95,600 Lok'nStore Shares held by close relatives of Andrew Jacobs.

(2) Includes 191,321 Lok'nStore Shares held by a close relative of Charles Peal.

(3) Includes 3,466 Lok'nStore Shares held by a close relative of Neil Newman-Shepherd.

(4) Includes 20,173 Lok'nStore Shares held by close relatives of Richard Holmes.

(5) Includes 60,206 Lok'nStore Shares held by close relatives of Simon Thomas.

- (b) As at the disclosure date, the Lok'nStore Directors (and their close relatives, related trusts and connected persons) held the following outstanding options over Lok'nStore Shares under the Lok'nStore Share Plans:

Lok'nStore CSOP

<u>Lok'nStore Director (or their close relative, related trust or connected person)</u>	<u>Maximum number of ordinary shares awarded</u>	<u>Date of grant</u>	<u>Exercise price per share (£)</u>	<u>Vesting date</u>
Raymond Davies	2,941	31 July 2022	£10.20	31 July 2025
Neil Newman-Shepherd	2,218	31 July 2015	£2.875	31 July 2018
Neil Newman-Shepherd	1,434	31 July 2016	£ 3.25	31 July 2019
Neil Newman-Shepherd	966	31 July 2017	£3.875	31 July 2020
Neil Newman-Shepherd	964	31 July 2022	£10.20	31 July 2025
Thomas Lampard	2,609	31 July 2015	£2.875	31 July 2015
Thomas Lampard	5,648	31 July 2016	£ 3.25	31 July 2019
Thomas Lampard	727	31 July 2020	£ 5.70	31 July 2023

Lok'nStore 1010 Partnership Performance Plan

<u>Lok'nStore Director (or their close relative, related trust or connected person)</u>	<u>Maximum number of ordinary shares awarded</u>	<u>Date of grant</u>	<u>Exercise price per share (£)</u>	<u>Vesting date</u>
Raymond Davies	40,000	7 August 2018	£6.00	31 July 2023
Raymond Davies	40,000	31 July 2019	£6.00	31 July 2024
Raymond Davies	40,000	31 July 2020	£6.00	31 July 2025
Raymond Davies	40,000	31 July 2021	£6.00	31 July 2026
Raymond Davies	38,236	31 July 2022	£6.00	31 July 2027
Andrew Jacobs	40,000	7 August 2018	£6.00	31 July 2023
Andrew Jacobs	40,000	31 July 2019	£6.00	31 July 2024
Andrew Jacobs	40,000	31 July 2020	£6.00	31 July 2025
Andrew Jacobs	40,000	31 July 2021	£6.00	31 July 2026
Andrew Jacobs	40,000	31 July 2022	£6.00	31 July 2027
Neil Newman-Shepherd	60,000	7 August 2018	£6.00	31 July 2023
Neil Newman-Shepherd	60,000	31 July 2019	£6.00	31 July 2024
Neil Newman-Shepherd	60,000	31 July 2020	£6.00	31 July 2025
Neil Newman-Shepherd	60,000	31 July 2021	£6.00	31 July 2026
Neil Newman-Shepherd	59,422	31 July 2022	£6.00	31 July 2027
Thomas Lampard	40,000	31 July 2018	£6.00	31 July 2023
Thomas Lampard	40,000	31 July 2019	£6.00	31 July 2024
Thomas Lampard	10,000	31 January 2020	£6.00	31 July 2025
Thomas Lampard	40,000	31 July 2020	£6.00	31 July 2025
Thomas Lampard	60,000	31 July 2021	£6.00	31 July 2026
Thomas Lampard	60,000	31 July 2022	£6.00	31 July 2027

<u>Lok'nStore Director (or their close relative, related trust or connected person)</u>	<u>Maximum number of ordinary shares awarded</u>	<u>Date of grant</u>	<u>Exercise price per share (£)</u>	<u>Vesting date</u>
Rhys Warren Thomas	40,000	31 July 2018	£6.00	31 July 2023
Rhys Warren Thomas	40,000	31 July 2019	£6.00	31 July 2024
Rhys Warren Thomas	40,000	31 July 2020	£6.00	31 July 2025
Rhys Warren Thomas	40,000	31 July 2021	£6.00	31 July 2026
Rhys Warren Thomas	40,000	31 July 2022	£6.00	31 July 2027

Lok'nStore 2020 Partnership Performance Plan

<u>Lok'nStore Director (or their close relative, related trust or connected person)</u>	<u>Maximum number of ordinary shares awarded</u>	<u>Date of grant</u>	<u>Exercise price per share (£)</u>	<u>Vesting date</u>
Raymond Davies	40,000	31 July 2023	£10.00	31 July 2028
Andrew Jacobs	40,000	31 July 2023	£10.00	31 July 2028
Neil Newman-Shepherd	60,000	31 July 2023	£10.00	31 July 2028
Thomas Lampard	60,000	31 July 2023	£10.00	31 July 2028
Rhys Warren Thomas	24,000	31 July 2023	£10.00	31 July 2028

Lok'nStore unapproved options

<u>Lok'nStore Director (or their close relative, related trust or connected person)</u>	<u>Maximum number of ordinary shares awarded</u>	<u>Date of grant</u>	<u>Exercise price per share (£)</u>	<u>Vesting date</u>
Raymond Davies	10,000	31 July 2009	£0.565	31 July 2012
Raymond Davies	26,470	31 July 2010	£ 0.85	31 July 2013
Raymond Davies	35,505	31 July 2014	£ 2.07	31 July 2017
Neil Newman-Shepherd	44,457	31 July 2014	£ 2.07	31 July 2017
Neil Newman-Shepherd	4,435	31 July 2015	£2.875	31 July 2018
Neil Newman-Shepherd	17,028	31 July 2016	£ 3.25	31 July 2019
Neil Newman-Shepherd	19,679	31 July 2017	£3.875	31 July 2020
Thomas Lampard	3,582	31 July 2016	£ 3.25	31 July 2019
Thomas Lampard	8,258	31 July 2017	£3.875	31 July 2020
Rhys Warren Thomas	10,507	31 July 2014	£ 2.07	31 July 2017
Rhys Warren Thomas	7,742	31 July 2017	£3.875	31 July 2020

- (c) As at the disclosure date, neither Shurgard nor any person acting in concert with it held any interests in relevant Lok'nStore securities.

5.3 General

Save as disclosed in this Document, as at the disclosure date:

- (a) none of: (i) Shurgard; (ii) any director of Shurgard or any close relative, related trust or connected person of any such director; or (iii) any other person acting in concert with Shurgard, had any interest in, right to subscribe in respect of, or short position in respect of relevant Lok'nStore securities, and no such person has dealt in any relevant Lok'nStore securities during the disclosure period;
- (b) neither Shurgard nor any person acting in concert with Shurgard had borrowed or lent any relevant Lok'nStore securities (including any financial collateral arrangements), save for borrowed shares which have been either on-lent or sold;
- (c) none of: (i) Lok'nStore, (ii) any director of Lok'nStore, or any close relative, related trust or connected person of any such director; or (iii) any other person acting in concert with Lok'nStore, had any interest in, right to subscribe in respect of, or short position in relation to relevant Lok'nStore securities; and no such person has dealt in any relevant Lok'nStore securities during the Offer Period;
- (d) none of: (i) Lok'nStore or (ii) any director of Lok'nStore, or any close relative, related trust or connected person of any such director had any interest in, right to subscribe in respect of, or short position in relation to relevant Shurgard securities of Shurgard, and no such person has dealt in any relevant Shurgard securities during the Offer Period;
- (e) neither Lok'nStore nor any person acting in concert with it had borrowed or lent any relevant Lok'nStore securities (including any financial collateral arrangements), save for borrowed shares which have been either on-lent or sold;
- (f) neither Shurgard nor any person acting in concert with Shurgard has any Note 11 arrangement with any other person; and
- (g) neither Lok'nStore nor any person acting in concert with Lok'nStore has any Note 11 arrangement with any other person.

6. Irrevocable undertakings

6.1 Shareholder irrevocable undertakings from Lok'nStore Directors

The following Lok'nStore Directors have given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting and, if Shurgard exercises its right to implement the Acquisition by way of a Takeover Offer, to accept or procure acceptance of such offer, in each case in respect of their own legal and/or beneficial holdings of Lok'nStore Shares or those Lok'nStore Shares over which they

have control (save in respect of certain Lok'nStore Shares to be acquired by Neil Newman-Shepherd, Raymond Davies and Thomas Lampard under the Lok'nStore CSOP) as well as any further Lok'nStore Shares which they may become the legal or beneficial holder of, being on the Latest Practicable Date:

<u>Lok'nStore Director</u>	<u>Number of Lok'nStore Shares</u>	<u>Percentage of Lok'nStore issued share capital</u>
Andrew Jacobs	4,263,950	12.96%
Simon Thomas	1,280,800	3.89%
Charles Peal	329,652	1.00%
Richard Holmes	279,606	0.85%
Raymond Davies	103,187 ⁽¹⁾	0.31%
Neil Newman-Shepherd	30,739 ⁽²⁾	0.09%
Bridget Barker	12,000	0.04%
Jeffrey Woyda	2,419	0.01%
Thomas Lampard	100 ⁽³⁾	0.00%
TOTAL	6,302,453	19.16%

- (1) 2,941 Lok'nStore Shares held or beneficially owned by Raymond Davies under the Lok'nStore CSOP are not subject to such undertakings as there may be adverse tax consequences of doing so. Notwithstanding this, Raymond Davies intends to instruct the trustee of the Lok'nStore CSOP to vote such Lok'nStore Shares in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting.
- (2) 5,582 Lok'nStore Shares held or beneficially owned by Neil Newman-Shepherd under the Lok'nStore CSOP are not subject to such undertakings as there may be adverse tax consequences of doing so. Notwithstanding this, Neil Newman-Shepherd intends to instruct the trustee of the Lok'nStore CSOP to vote such Lok'nStore Shares in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting.
- (3) 8,984 Lok'nStore Shares held or beneficially owned by Thomas Lampard under the Lok'nStore CSOP are not subject to such undertakings as there may be adverse tax consequences of doing so. Notwithstanding this, Thomas Lampard intends to instruct the trustee of the Lok'nStore CSOP to vote such Lok'nStore Shares in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting.

The irrevocable undertakings referred to in this paragraph 6.1 shall cease to be binding on and from the earlier of the following occurrences: (i) Shurgard publicly announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition; (ii) the Acquisition lapses, is withdrawn or otherwise terminates in accordance with its terms; or (iii) the Scheme has not become Effective before 11.59 p.m. on the Long Stop Date.

7. Service contracts and letters of appointment of the Lok'nStore Directors

7.1 Lok'nStore executive Directors

(a) Andrew Jacobs, Chair

Andrew Jacobs is engaged under a service agreement with Lok'n Store Limited dated 25 March 1997.

Andrew Jacobs receives a salary of £242,086 per annum, and is eligible to participate in the Lok'nStore Share Plans. Andrew Jacobs is entitled to join the Lok'nStore pension scheme. Andrew Jacobs is also entitled to private health insurance, life assurance benefits and the use of a company car.

Andrew Jacobs's service agreement is terminable by Lok'n Store Limited on one year's written notice or by Andrew Jacobs on six months' written notice.

Andrew Jacobs is eligible for an annual bonus of such amount as the Lok'nStore Board in its discretion may determine.

Andrew Jacobs is entitled to a minimum of 30 days' holiday per annum.

Andrew Jacobs is subject to a confidentiality undertaking without limitation in time and to non-competition and non-solicitation restrictive covenants for a period of 6 months after the termination of his service agreement.

(b) Raymond Davies, Group Finance Director

Raymond Davies is engaged under a service agreement with Lok'nStore dated 6 July 2005.

Raymond Davies receives a salary of £193,942 per annum, and is eligible to participate in the Lok'nStore Share Plans. Raymond Davies is entitled to a 4 per cent. employer contribution of his annual salary in the Lok'nStore pension scheme. Raymond Davies is also entitled to participate at Lok'nStore's expense in Lok'nStore's personal health insurance scheme.

Raymond Davies's service agreement is terminable by Lok'nStore on 12 months' written notice or by Raymond Davies on six months' written notice. As an alternative to giving notice, Lok'nStore may terminate Raymond Davies' employment by a cash sum in lieu of notice equivalent to the unexpired portion of the duration of the appointment or entitlement to notice as may be the case.

Raymond Davies is eligible for an annual bonus of such amount as the Lok'nStore Board in its discretion may determine.

Raymond Davies is entitled to 25 days' holiday per annum.

Raymond Davies is subject to a confidentiality undertaking without limitation in time and to non-competition and non-solicitation restrictive covenants for a period of 6 months after the termination of his service agreement.

(c) Neil Newman-Shepherd, Group Managing Director

Neil Newman-Shepherd is engaged under a service agreement with Lok'nStore dated 27 November 2015.

Neil Newman-Shepherd receives a salary of £108,643 per annum, and is eligible to participate in the Lok'nStore Share Plans. Neil Newman-Shepherd is entitled to up to a 4 per cent. employer contribution of his annual salary in the Lok'nStore pension scheme. Neil Newman-Shepherd is also entitled to private medical insurance and life assurance benefits.

Neil Newman-Shepherd's service agreement is terminable by Lok'nStore on 12 months' written notice or by Neil Newman-Shepherd on six months' written notice.

Neil Newman-Shepherd is eligible for a bonus of such amount, at such intervals and subject to such conditions as the Lok'nStore Board in its discretion may determine.

Neil Newman-Shepherd is entitled to 25 days' holiday per annum.

Neil Newman-Shepherd is subject to a confidentiality undertaking without limitation in time and to non-competition and non-solicitation restrictive covenants for a period of 12 months after the termination of his service agreement.

(d) Thomas Lampard, Property Director

Thomas Lampard is engaged under a service agreement with Lok'nStore dated 6 February 2023.

Thomas Lampard receives a salary of £68,114 per annum, and is eligible to participate in the Lok'nStore Share Plans. Thomas Lampard is entitled to up to a 4 per cent. employer contribution of his annual salary in the Lok'nStore pension scheme. Thomas Lampard is also entitled to private health insurance and life assurance benefits.

Thomas Lampard's service agreement is terminable by either party on six months' written notice. Lok'nStore may terminate Thomas Lampard's appointment with immediate effect and make a payment in lieu of notice equal to the basic salary during the notice period Thomas Lampard would otherwise be entitled to.

Thomas Lampard is eligible for a bonus of such amount, at such intervals and subject to such conditions as the Lok'nStore Board in its discretion may determine.

Thomas Lampard is entitled to 25 days' holiday per annum.

Thomas Lampard is subject to a confidentiality undertaking without limitation in time and to non-competition and non-solicitation restrictive covenants for a period of 3 months and 12 months after the termination of his service agreement respectively.

7.2 Lok'nStore non-executive Directors

(a) Lok'nStore non-executive Directors

Each of the other non-executive Directors is engaged under a letter of appointment which is terminable by either party on three months' written notice. The table below provides details of the non-executive Director's letter of appointment:

	<u>Date appointed Director</u>	<u>Letter of appointment date</u>	<u>Annual fees (£)</u>
Jeffrey Woyda	1 September 2020	31 July 2020	33,257
Bridget Barker	1 October 2023	1 September 2023	26,605
Richard Holmes	19 June 2000	31 July 2020	26,605
Charles Peal	2 January 2007	31 July 2020	26,605
Simon Thomas	1 August 2020	1 August 2020	26,605

7.3 General

(a) Directors' and officers' Insurance

Lok'nStore maintains directors' and officers' insurance for the benefit of each Director. In addition, Lok'nStore indemnifies the Directors against all liabilities and related costs that they may incur in the execution of their duties.

(b) Other service agreements

Save as disclosed above, there are no service agreements between any Lok'nStore Director or proposed director of Lok'nStore and any member of the Lok'nStore Group and no such contract has been entered into or amended within six months preceding the date of this Document.

8. Material contracts

8.1 Lok'nStore material contracts

(a) Confidentiality Agreement

Shurgard and Lok'nStore entered into the Confidentiality Agreement on 12 February 2024 pursuant to which Shurgard has undertaken to keep certain information relating to the Acquisition and the Lok'nStore Group confidential and not to disclose such information to third parties except to certain permitted disclosees for the purposes of evaluating the Acquisition or as permitted in writing by Lok'nStore or if required by applicable laws or regulations. Shurgard has also agreed to customary non-solicitation obligations and, along with its concert parties, certain standstill undertakings, all of which ceased to apply upon the release of the Rule 2.7 Announcement.

These confidentiality obligations shall remain in force for a period of two years from the date of the Confidentiality Agreement or until the completion of the Acquisition, whichever is earlier.

(b) Revolving Credit Facility and Hedging Arrangements

On 15 January 2016, Lok'nStore (as borrower) entered into a multicurrency revolving facility agreement with, amongst others, National Westminster Bank plc and ABN Amro Bank N.V. (as lenders) (the "**Lenders**") (the "**Revolving Credit Facility Agreement**") (as amended and restated) pursuant to which the Lenders originally agreed to make available on a committed basis a £75 million revolving credit facility (the "**Facility**"). Lok'nStore and Lok'nStore Limited (together, the "**Borrowers**") may each borrow under the Revolving Credit Facility Agreement. On 20 October 2021, Lok'nStore and the Lenders agreed to exercise the full amount of an uncommitted accordion and increased the size of the Facility to £100 million. The Facility may be applied towards the Group's general corporate purposes and financing certain permitted acquisitions, loans and transactions. Each Lender has a 50 per cent. share of the commitments in respect of the Facility. The Facility's maturity date is 24 April 2026. Interest is payable under the Revolving Credit Facility Agreement at the percentage rate per annum which is the aggregate of the relevant reference rate (SONIA for utilisations in sterling and EURIBOR for utilisations in Euro) plus a margin. The obligations of the Borrowers under the Revolving Credit Facility Agreement are guaranteed by the Borrowers, Southern Engineering and Machinery Co.

Limited and The Box Room (Self Storage) Ltd. The Revolving Credit Facility Agreement contains customary representations, undertakings, financial covenants and events of default.

Lok'nStore has entered into hedging arrangements in connection with the Revolving Credit Facility Agreement, which are documented pursuant to an ISDA Master Agreement dated 21 April 2023 between NatWest Markets plc and Lok'nStore (the "**First ISDA Master Agreement**") and an ISDA Master Agreement dated 4 May 2023 between ABN AMRO Bank N.V and Lok'nStore (the "**Second ISDA Master Agreement**"). Pursuant to the most recently available term sheets, in accordance with the First ISDA Master Agreement and the Second ISDA Master Agreement, Lok'n Store has entered into swap transactions on the following terms:

SWAP 1: Overnight index swap pursuant to the First ISDA Master Agreement

- Notional Amount: GBP 5,000,000
- Effective date: 22 December 2023
- Termination Date: 22 December 2028
- Fixed Rate: 3.51 per cent.

SWAP 2: Interest rate swap pursuant to the Second ISDA Master Agreement

- Notional Amount: GBP 5,000,000
- Effective date: 21 December 2023
- Termination Date: 21 December 2028
- Fixed Rate: 3.508 per cent.

(c) Placing Agreement

On 6 July 2023, Lok'n Store entered into a placing agreement with Finncap Limited and Peel Hunt (the "**Placing Agreement**") pursuant to which both Finncap and Peel Hunt agreed to use their reasonable endeavours to procure subscribers for approximately £18 million of Lok'nStore Shares at a price of 765 pence per share via a placing with new and existing institutional investors, plus an offer of approximately £2 million of Lok'nStore Shares at a price of 765 pence per share to existing retail shareholders through the Peel Hunt Retail Capital Markets (REX) offering platform. The Placing Agreement provided for Lok'nStore to pay all costs, charges and expenses incurred in connection with the fundraising. The Placing Agreement contains customary warranties and indemnities given by Lok'nStore in favour of Finncap Limited and Peel Hunt.

8.2 Shurgard material contracts

(a) Confidentiality Agreement

See paragraph 8.1(a) above for details of the Confidentiality Agreement.

(b) Facility Agreement

In connection with the Acquisition, on 11 April 2024, Shurgard entered into an English law governed €500 million bridge facility agreement (the "**Facility Agreement**") with Shurgard Luxembourg, a member of the Shurgard Group, as borrower (the "**Borrower**"), JPMorgan Chase Bank, N.A., London Branch as original lender (the "**Original Lender**"), J.P. Morgan SE as mandated lead arranger (the "**Mandated Lead Arranger**") and agent (the "**Agent**").

The €500 million bridge facility (the "**Bridge Facility**") is unsecured.

For the purposes of this sub-paragraph 8.2(b), capitalised terms used but not defined herein shall have the meaning given to them in the Facility Agreement.

Purpose

The proceeds of the Loans under the Facility Agreement shall be used, whether directly or indirectly, for: (i) financing the Acquisition and Acquisition Costs; (ii) refinancing all borrowings of

the Shurgard Group including, without limitation, all amounts outstanding under the Existing Target Facilities; (iii) financing any costs and expenses in relation to the refinancing of the Existing Target Facilities; (iv) financing any amounts payable by the Target Group relating to the settlement, termination or unwind of any hedging arrangements entered into by the Target Group, including without limitation, any hedging arrangements entered into in connection with the Existing Target Facilities; and (v) financing any amounts payable by the Group in respect of any foreign exchange or other hedging relating to the Acquisition, the Acquisition Costs or this Agreement (in each case including resulting from the settlement, termination or unwind of such arrangements).

Availability and Certain Funds Period

The availability of the Bridge Facility, subject to the conditions precedent set out in Schedule 2 to the Facility Agreement, is from and including the date of the Facility Agreement to and including the last day of the Certain Funds Period, being the date falling 12 Months after the date of the Facility Agreement. During the Certain Funds Period and subject to the exceptions described in the following paragraph, none of the Finance Parties shall be entitled to: (i) refuse to participate in or make available any of its participation in any Loan; (ii) cancel any of its Commitments; (iii) rescind, terminate or cancel the Facility Agreement or exercise any similar right or remedy or make or enforce any claim it may have under the Finance Documents to the extent that doing so would prevent or limit the making of a Loan; (iv) exercise any right of set-off or counterclaim in respect of a Loan under the Facility Agreement to the extent to do so would prevent or limit the making of any Loan; or (v) cancel, accelerate or cause repayment or prepayment of any amounts owing under the Facility Agreement or any other Finance Document to the extent to do so would prevent or limit the making of any Loan.

The Certain Funds Period requirement to fund does not apply in respect of a Lender if: (i) the initial conditions precedent have not been satisfied or waived in accordance with Clause 4.1 of the Facility Agreement; (ii) a Major Default has occurred and is continuing or would result from the making of the relevant Loan; (iii) any Major Representation is incorrect in any material respect on the date of the Utilisation Request or the Utilisation Date for the relevant Loan; or (iv) Clause 7.1 of the Facility Agreement (*Illegality*) applies in respect of that Lender, provided that such illegality alone will not excuse any other Lender from participating in the relevant Loan.

Term

Subject to Shurgard Luxembourg submitting an Extension Request to the Agent (and the Lenders' consent), the Bridge Facility shall be for a term of 12 months after the earlier of (i) the date on which either of the events described in paragraph (a)(i) or (a)(ii) of Part 2 of Schedule 2 of the Facility Agreement (*Conditions precedent*) occurs; and (ii) the date falling six Months after the date of the Facility Agreement.

Repayment and Prepayment

All outstanding amounts under the Facility Agreement must be repaid in full on the Termination Date. In addition, the Facility Agreement contains the following mandatory prepayment events: (i) a Lender's participation in the Loans must be repaid in the event that it becomes illegal for that Lender to perform its obligations under the Facility Agreement; (ii) on the occurrence of a change of control of Shurgard, if a Lender so requires, that Lender's Commitments shall be immediately cancelled and its participations in the Loans shall become immediately due and payable; (iii) in the event of the disposal of any undertaking or business of a member of the Target Group which results in Net Disposal Proceeds of more than €10 million the Loans must be prepaid by an amount equal to such Net Disposal Proceeds; (iv) in the event of a Capital Raising by a member of the Group, the Loans must be prepaid by an amount equal to the amount of any related Capital Raising Proceeds; and (v) in the event of a Debt Financing which results in Net Debt Proceeds of more than US\$10 million the Loans must be prepaid by an amount equal to such Net Debt Proceeds.

Representations and Warranties, Undertakings and Events of Default

The Facility Agreement contains customary: (i) representations and warranties (including inter alia representations as to: status, binding obligations, non-conflict, power and authority, legal validity of the Finance Documents, jurisdiction/governing law, taxes on payments, stamp duties, no default, financial statements, pari passu ranking, title to property, sanctions, anti-corruption, DAC6, and acquisition documents), certain of which constitute Major Representations; (ii) general covenants (including inter alia covenants in respect of authorisations, compliance with laws, negative pledge, disposals, mergers, financial indebtedness, change of business, environmental matters, insurance, pari passu ranking, sanctions, anti-corruption laws, acquisitions; and (iii) events of default, (including inter alia non-payment, financial covenants, anti-corruption laws and sanctions, breach of other obligations, misrepresentation, cross-default, insolvency, insolvency proceedings, creditors' process and final judgments, cessation of business, effectiveness of finance documents, ownership of the obligors, material adverse change, acceleration and clean-up periods) certain of which constitute Major Events of Default, each with appropriate carve-outs and materiality thresholds which provide flexibility to the Group.

Financial Covenants

Shurgard must ensure that: (i) on the last day of each Relevant Period, the LTV Ratio does not exceed 0.5; and (ii) in respect of any Relevant Period, the Interest Cover Ratio shall not be less than 1.25 on the last day of that Relevant Period where, in each case, Relevant Period means (i) each period of 12 months ending on or about the last day of the Financial Year and (ii) (as applicable) each period of 12 months ending on or about the last day of each first half of the Financial Year.

Rate of Interest

The rate of interest on each Loan under the Facility Agreement for any Interest Period is the percentage rate per annum which is the aggregate of the applicable Margin and EURIBOR.

The Margin is (i) 0.70 per cent. from and including the Effective Date up to and including the date that is 3 Months after the Effective Date (the "**First Margin Period**"); (ii) 0.70 per cent. from and including the day immediately following the end of the First Margin Period up to and including the date that is 6 Months after the Effective Date (the "**Second Margin Period**"); (iii) 0.95 per cent. from and including the day immediately following the end of the Second Margin Period up to and including the date that is 9 Months after the Effective Date (the "**Third Margin Period**"); (iv) 1.15 per cent. from and including the day immediately following the end of the Third Margin Period up to and including the date that is 12 Months after the Effective Date (the "**Fourth Margin Period**"); (v) 1.30 per cent. from and including the day immediately following the end of the Fourth Margin Period up to and including the date that is 15 Months after the Effective Date (the "**Fifth Margin Period**"); (vi) 1.50 per cent. from and including the day immediately following the end of the Fifth Margin Period up to and including the date that is 18 Months after the Effective Date (the "**Sixth Margin Period**"); (vii) 1.70 per cent. from and including the day immediately following the end of the Sixth Margin Period up to and including the date that is 21 Months the Effective Date (the "**Seventh Margin Period**"); and (viii) 1.90 per cent. from and including the day immediately following the end of the Seventh Margin Period up to and including the date that is 24 Months after the Effective Date (the "**Eighth Margin Period**").

Syndication of fees

On 11 April 2024, Shurgard Luxembourg and J.P. Morgan SE as Mandated Lead Arranger and Agent entered into an arrangement fee letter which inter alia sets out certain fees payable by Shurgard Luxembourg in connection with the Mandated Lead Arranger acting as lead arranger in respect of the Facility Agreement.

(c) Private placement

On 9 November 2023, Shurgard announced a private placement of new ordinary shares on Euronext Brussels NV/SA (the "**Placement Shares**" and each a "**Placement Share**") through

an accelerated bookbuilding offering with institutional investors for an amount of approximately €300 million (the “**Private Placement**”). BNP Paribas Fortis SA/NV and J.P. Morgan Securities Plc were appointed as joint global coordinators and joint bookrunners for the Private Placement (the “**Joint Global Coordinators**”). ABN AMRO Bank N.V., Belfius Bank NV/SA, Goldman Sachs International and KBC Securities NV were appointed as joint bookrunners (together with the Joint Global Coordinators, the “**Joint Bookrunners**”).

On 8 November 2023, Shurgard and the Joint Global Coordinators entered into a representation and indemnity letter in connection with the Private Placement (the “**Representation and Indemnity Letter**”), pursuant to which Shurgard made certain customary representations and warranties, and gave certain customary undertakings and indemnities, to the Joint Global Coordinators.

On 9 November 2023, Shurgard and the Joint Bookrunners entered into a placement agreement in connection with the Private Placement (the “**Placement Agreement**”). Under the Placement Agreement, each of the Joint Bookrunners agreed, among other things, to use its best efforts to procure institutional investors to subscribe for the Placement Shares and severally underwrite the Placement Shares. In the Placement Agreement, Shurgard made customary representations and warranties, and gave customary undertakings and indemnities, to the Joint Bookrunners.

On 10 November 2023, Shurgard and the Joint Bookrunners entered into a pricing and volume agreement (the “**Pricing Agreement**”) setting out the final number of Placement Shares to be issued in connection with the Private Placement and the subscription price per Placement Share.

The results of the Private Placement were announced on 10 November 2023 and the Placement Shares were issued on 14 November 2023.

The Representation and Indemnity letter, the Placement Agreement and the Pricing Agreement are all governed by Belgian law.

(d) Term loan facility

On 28 April 2023, Shurgard Luxembourg entered into a committed €450 million term loan facility agreement (the “**Term Loan Facility Agreement**”) with BNP Paribas Fortis Bank NV/SA (acting also as agent), Belfius Bank SA/NV, ABN Amro Bank NV, KBC Bank NV/SA and Banque Internationale à Luxembourg SA with a maturity of three years, which could be extended by an additional period of up to two years (resulting in a maximum tenor of five years) subject to certain conditions being met (including agreement of the lenders).

A loan advanced under the Term Loan Facility Agreement bears interest of EURIBOR plus a margin depending on the most recent loan-to-value ratio or any external rating. The Term Loan Facility Agreement contains certain customary covenants, including senior leverage, fixed charge cover or fixed interest cover tested for compliance on a quarterly basis. The full and prompt performance and observance by Shurgard Luxembourg of its obligations under the Term Loan Facility Agreement is guaranteed by Shurgard as a parent guarantor.

During October 2023, the company drew €160 million from the term loan facility and reduced the remaining borrowing capacity under the Term Loan Facility Agreement to €290 million. The €160 million was repaid during December 2023. As of 31 March 2024, Shurgard Luxembourg had no outstanding borrowings under this facility. On 10 April 2024, the parties agreed to increase the commitment under the Term Loan Facility Agreement by an aggregate amount of €160 million to €450 million and to extend the availability period until 28 April 2025.

9. Offer-related fees and expenses

9.1 Fees and expenses of the Wider Shurgard Group

The aggregate fees and expenses expected to be incurred by the Wider Shurgard Group in connection with the Acquisition (excluding any applicable VAT) are expected to be:

<u>Category</u>	<u>Amount (excluding applicable VAT) (£m)⁽¹⁾</u>
Financing arrangements	7.1
Financial advice	4.3 ⁽²⁾
Legal advice	2.2
Accounting advice	0.5
Other professional services	0.5
Other costs and expenses	<u>3.0</u>
TOTAL	<u>17.3</u>

(1) Amounts have been subjected to rounding adjustments.

(2) Amount payable in respect of the aggregate fees and expenses for these services depends on the Acquisition becoming Effective. The total does not include disbursements.

9.2 Fees and expenses of the Lok'nStore Group

The aggregate fees and expenses expected to be incurred by Lok'nStore in connection with the Acquisition (excluding any applicable VAT) are expected to be:

<u>Category</u>	<u>Amount (excluding applicable VAT) (£m)⁽¹⁾</u>
Financial and corporate broking advice	6.1 ⁽²⁾
Legal advice	1.2 ⁽³⁾
Specialist valuation advice	0.2
Rule 29 valuation advice	0.25
Tax advice	0.05
Public relations advice	0.1
Other costs and expenses	<u>0.1⁽⁴⁾</u>
TOTAL	<u>8.0</u>

(1) Amounts have been subjected to rounding adjustments.

(2) Amount payable in respect of the aggregate fees and expenses for these services depends on the Acquisition becoming Effective. The total does not include disbursements.

(3) Amount excludes disbursements but includes counsel's fees for services in connection with the court process relating to the Scheme. Certain parts of these costs may also depend on whether the Acquisition becomes Effective.

(4) Amount includes costs of printing and data room costs.

9.3 Save as disclosed in this Document, the emoluments of the Lok'nStore Directors and the Shurgard Directors will not be affected by the Acquisition or any other associated transaction.

9.4 There is no agreement or arrangement to which Shurgard is a party which relates to the circumstances in which it may or may not invoke a Condition to the Scheme.

10. Cash confirmation

J.P. Morgan Cazenove, in its capacity as the financial adviser to Shurgard, is satisfied that sufficient resources are available to Shurgard to enable it to satisfy in full the cash consideration payable to Scheme Shareholders under the terms of the Acquisition.

11. Property valuation

11.1 For the purposes of Rule 29.5 of the Code, the Lok'nStore Directors confirm that Jones Lang LaSalle has confirmed to them that the value of properties within the scope of its valuation

report as at the date of this Document would not be materially different to the valuation given by Jones Lang LaSalle as at 31 March 2024 and contained in Jones Lang LaSalle's valuation report set out in Schedule 1 of this Document.

- 11.2** For the purposes of Rule 29.6 of the Code, in the event that the assets within Lok'nStore's property portfolio were to be sold at the valuations contained in the valuation report set out in Schedule 1 of this Document, any gains realised on such disposal may be subject to taxation in the UK. The Lok'nStore Directors estimate that the potential tax liability that would arise would be approximately £62.4 million. In connection with the Acquisition it is not expected that the aforementioned liability to taxation will crystallise.

12. No significant change

There has been no significant change in the financial or trading position of Lok'nStore since 31 January 2024, being the date to which the latest financial information published by Lok'nStore was prepared.

13. Sources and bases of selected financial information

- 13.1** The value placed by the Acquisition on the existing issued and to be issued share capital of Lok'nStore on a fully diluted basis is based upon:

- (a) 32,897,949 Lok'nStore Shares in issue as at the Latest Practicable Date; *plus*
- (b) 1,804,638 Lok'nStore Shares which may be issued on or after the date of this Document on the exercise of options granted or agreed to be granted under the Lok'nStore Share Plans, amounting in aggregate to 34,702,587 Lok'nStore Shares as at 15 May 2024; *less*
- (c) 623,212 Lok'nStore Shares as at 15 May 2024 held by the Lok'nStore employee benefit trust which can be used to satisfy the exercise of options granted under the Lok'nStore Share Plans as at the Latest Practicable Date.

- 13.2** The Closing Price on 10 April 2024 is taken from Bloomberg.

- 13.3** Volume-weighted average prices have been derived from Bloomberg and have been rounded to the nearest single decimal place.

- 13.4** Unless otherwise stated, the financial information relating to Lok'nStore is extracted from the audited consolidated financial statements of Lok'nStore for the financial year to 31 July 2023, prepared in accordance with IFRS.

- 13.5** The financial information relating to Shurgard is extracted from the audited consolidated financial statements of Shurgard for the financial year to 31 December 2023, prepared in accordance with IFRS.

- 13.6** Property portfolio and valuation information relating to Lok'nStore is from the valuation report produced by Jones Lang LaSalle as set out in Schedule 1 of this Document.

- 13.7 For the purposes of Rule 29.1(d) of the Code, the following adjustments have been made to the value of Lok'nStore's property portfolio in order to calculate the net asset value (NAV) per Lok'nStore Share as at 31 March 2024:

	31/07/2023 ⁽¹⁾	Adjustments	31/03/2024
	(£'000)	(£'000)	(£'000)
Total property assets	314,013	16,579⁽²⁾	330,592
Right of Use Assets (ROU)	13,768	(874)	12,894
Derivative financial asset	—	54	54
Non-current assets	327,782	15,759	343,541
Other current assets	2,730	4,337	7,067
Cash and cash equivalents	42,132	(27,920)	14,212
Current assets	44,862	(23,583)	21,279
Total assets	372,644	(7,824)	364,820
Trade and other payables	(7,180)	(3,957)	(11,137)
Obligations under lease liabilities	(14,656)	366	(14,290)
Borrowings	(54,046)	10,538	(43,508)
Deferred tax	(66,290)	3,873	(62,417)
Total liabilities	(142,172)	10,820	(131,352)
Net assets	230,472	2,996	233,468
Adjusted number of shares in issue (excluding shares held by EBT)	32,144,246		32,274,737
Fully Diluted number of shares in issue	34,079,375		34,079,375
NAV per share	£7.17		£7.23
Fully Diluted NAV per share	£7.10		£7.18
Adjusted NAV per share⁽³⁾	£9.86		£9.88
Adjusted Fully Diluted NAV per share	£9.64		£9.68

(1) Unless otherwise stated the financial information relating to the Lok'nStore Group has been extracted from the audited consolidated statements for the financial year ended 31 July 2023.

(2) Freehold and leasehold property and their corresponding fixtures and fittings, together with development property have been valued by JLL as at 31 March 2024. The revaluation adjustment represents the uplift since JLL's previous valuation at 31 July 2023. There were no asset disposals in the period to 31 March 2024. Development property assets were held at cost at 31 July 2023.

(3) Adjusted NAV per share has been provided for comparison and has been prepared on a consistent basis with the presentation in Lok'nStore Group's annual report for the year ended 31 July 2023. Adjusted NAV per share is the net assets adjusted for the valuation of leasehold stores (properties held under leases) and deferred tax divided by the number of shares at the year or period-end. The shares held by the Lok'n Store Group Plc employee benefit trust are excluded from the number of shares.

- 13.8 Certain figures included in this Document have been subject to rounding adjustments.

14. Incorporation by reference

- 14.1 Parts of other documents are incorporated by reference in, and form part of, this Document.
- 14.2 Part 5 (*Financial Information*) of this Document sets out which sections of such documents are incorporated into this Document.
- 14.3 A person who has received this Document may request a copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference will not be sent to such persons unless requested from Link Group at Central Square, 29 Wellington Street, Leeds LS1 4DL or by calling the shareholder helpline between 9.00 a.m. and 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales) on +44 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the shareholder helpline cannot provide advice on the merits of the Scheme nor give any financial, investment, legal or tax advice.

15. Other information

- 15.1** Each of Goldman Sachs, Cavendish, J.P. Morgan Cazenove and Jones Lang LaSalle has given and not withdrawn its written consent to the issue of this Document with the inclusion of the reference to its name in the form and context in which they appear.
- 15.2** Save as disclosed in this Document, there is no agreement, arrangement or understanding (including any compensation arrangement) between Shurgard or any person acting in concert with it and any of the directors, recent directors, shareholders or recent shareholders of Lok'nStore, or any person interested or recently interested in Lok'nStore Shares, having any connection with or dependence on or which is conditional upon the outcome of the Acquisition.
- 15.3** There is no agreement, arrangement or understanding whereby the beneficial ownership of the Lok'nStore Shares to be acquired by Shurgard will be transferred to any other person, save that Shurgard reserves the right to transfer any such shares to any other member of the Shurgard Group.
- 15.4** Save with the consent of the Panel, settlement of the consideration to which each Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme without regard to any lien or right of set-off, counterclaim or other analogous right to which Shurgard may otherwise be, or claim to be, entitled against any such Scheme Shareholder.

16. Documents available for inspection

Until and including the Effective Date (or the date on which the Scheme lapses or is withdrawn, if earlier) a copy of each of the following documents will be available via a link on Lok'nStore's website at www.loknstore.co.uk/investors/recommended-cash-offer and Shurgard's website at www.shurgard.com/corporate/investors/acquisitions/loknstore:

- 16.1** this Document;
- 16.2** the Forms of Proxy;
- 16.3** the Rule 2.7 Announcement;
- 16.4** the Lok'nStore Articles;
- 16.5** a draft of the articles of association of Lok'nStore as proposed to be amended at the General Meeting;
- 16.6** the articles of association of Shurgard;
- 16.7** the audited consolidated financial statements of the Lok'nStore Group for the two years ended 31 July 2023 and 31 July 2022 and the Lok'nStore Group half-year results for the six months ended 31 January 2024;
- 16.8** the audited consolidated financial statements of the Shurgard Group for the two years ended 31 December 2023 and 31 December 2022;
- 16.9** the written consent from each of Goldman Sachs, Cavendish, J.P. Morgan Cazenove and Jones Lang LaSalle referred to at paragraph 15.1 of this Part 7;
- 16.10** the irrevocable undertakings referred to at paragraph 6 of this Part 7;
- 16.11** the material contracts referred to at paragraph 8 of this Part 7 to the extent they were entered into in connection with the Acquisition; and
- 16.12** the Jones Lang LaSalle valuation report in Schedule 1 of this Document.

PART 8 DEFINITIONS

The following definitions apply throughout this Document unless the context otherwise requires:

“ Acquisition ”	the proposed acquisition by Shurgard of the entire issued and to be issued share capital of Lok’nStore by means of the Scheme, or should Shurgard so elect, by means of a Takeover Offer;
“ Adjusted EBITDA ”	profits before depreciation, amortisation, losses or profits on disposal, share-based payments, acquisition costs, non-recurring professional costs, finance income, finance costs and taxation;
“ AIM ”	the market of that name operated by the London Stock Exchange;
“ AIM Rules ”	the rules for AIM companies published by the London Stock Exchange from time to time;
“ Amendment Notice ”	has the meaning given to it in paragraph 3 of Part A in Part 3 (<i>Conditions to and Further Terms of the Scheme and the Acquisition</i>) of this Document;
“ BEL ESG Index ”	the national ESG index dedicated to the Belgian market, designed to identify the top 20 companies in Belgium with the lowest ESG risks;
“ Blocking Law ”	(i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union); or (ii) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018;
“ Business Day ”	a day, not being a public holiday, Saturday or Sunday, on which banks in London are open for normal business;
“ Cavendish ”	Cavendish Capital Markets Limited;
“ Closing Price ”	the price of a Lok’nStore Share as derived from Bloomberg on any particular date;
“ Code ”	the City Code on Takeovers and Mergers issued by the Panel, as amended from time to time;
“ Companies Act ”	the Companies Act 2006, as amended from time to time;
“ Company Share Option Plan ”	the share option plan adopted by Lok’nStore on 2 June 2010;
“ Conditions ”	the conditions to the Acquisition, as set out in Part 3 (<i>Conditions to and Further Terms of the Scheme and the Acquisition</i>) of this Document and “ Condition ” shall mean any one of them;
“ Confidentiality Agreement ”	the confidentiality agreement dated 12 February 2024 between Shurgard and Lok’nStore, as described in paragraph 12 of Part 2 (<i>Explanatory Statement</i>) and paragraph 8.1(a) of Part 7 (<i>Additional Information</i>) of this Document;
“ Consideration ”	the consideration payable to Lok’nStore Shareholders pursuant to the Acquisition, comprising 1,110 pence in cash per Scheme Share;
“ Court ”	the High Court of Justice in England and Wales;

"Court Meeting"	the meeting or meetings of Lok'nStore Shareholders to be convened by an order of the Court pursuant to section 896 of the Companies Act, notice of which is set out in Part 9 (<i>Notice of Court Meeting</i>) of this Document, for the purposes of considering, and if thought fit, approving the Scheme (with or without amendment), and including any adjournment, postponement or reconvention thereof;
"Court Order"	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
"CREST"	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755) in respect of which Euroclear is the Operator (as defined in the Regulations));
"CREST Manual"	the CREST Manual published by Euroclear, as amended from time to time;
"CREST Proxy Instruction"	the proxy appointment or instruction made using the CREST service, properly authenticated in accordance with the specifications of Euroclear and containing the information required by the CREST Manual;
"CREST Regulations"	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) (including as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018), as amended from time to time;
"Dealing Disclosure"	an announcement pursuant to Rule 8 of the Code containing details of dealings in relevant securities of a party to an Acquisition;
"Disclosed"	the information which has been fairly disclosed by or on behalf of Lok'nStore: (a) via the data room operated on behalf of Lok'nStore in respect of the Acquisition and/or via the management meetings held in connection with the Acquisition before the date of publication of the Rule 2.7 Announcement to Shurgard or Shurgard's professional advisers (in their capacity as such in relation to the Acquisition); (b) in the Annual Report and Financial Statements of Lok'nStore for the year ended 31 July 2023; (c) in the Rule 2.7 Announcement; or (d) in any other announcement made by Lok'nStore via a Regulatory Information Service before the date of the Rule 2.7 Announcement;
"Document"	this document dated 17 May 2024 addressed to Lok'nStore Shareholders containing, among other things, the Scheme, the full terms and conditions of the Scheme, an explanatory statement in compliance with section 897 of the Companies Act and notices of the Meetings;
"DTRs"	the Disclosure Guidance and Transparency Rules of the FCA under FSMA and contained in the FCA's publication of the same name, as amended from time to time;
"EBITDA"	earnings before interest, taxes, depreciation and amortisation;
"Effective"	in the context of the Acquisition: (a) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or (b) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or having become unconditional in accordance with the requirements of the Code;

“Effective Date”	the date on which the Acquisition becomes Effective;
“Enlarged Group”	the enlarged group following the Acquisition comprising the Shurgard Group and the Lok’nStore Group;
“EPRA”	European Public Real Estate Association;
“ESG”	environmental, social and governance;
“Euroclear”	Euroclear UK & International Limited;
“Eurozone”	the Member States of the European Union that have adopted the euro as their common currency and sole legal tender;
“Excluded Shares”	any Lok’nStore Shares: (a) beneficially owned by Shurgard or any other member of the Shurgard Group; and/or (b) held by Lok’nStore in treasury;
“Facility Agreement”	has the meaning given to it in paragraph 7 of Part 2 (<i>Explanatory Statement</i>) of this Document;
“FCA” or “Financial Conduct Authority”	the Financial Conduct Authority or its successor from time to time;
“FCA Handbook”	the FCA’s Handbook of rules and guidance as amended from time to time;
“Forms of Proxy”	the forms of proxy in connection with each of the Court Meeting and the General Meeting, which accompany this Document;
“FSMA”	the Financial Services and Markets Act 2000, as amended from time to time;
“FTE”	full-time employee;
“General Meeting”	the general meeting of Lok’nStore Shareholders to be convened for the purpose of considering and, if thought fit, approving, the Special Resolution in relation to the Acquisition, notice of which is contained in Part 10 (<i>Notice of General Meeting</i>) of this Document and any adjournment, postponement or reconvention thereof;
“Goldman Sachs”	Goldman Sachs International;
“GRESB”	Global Real Estate Sustainability Benchmark;
“G&A”	general and administrative expenses;
“HMRC”	HM Revenue and Customs;
“IFRS”	International Financial Reporting Standards;
“Jones Lang LaSalle”	Jones Lang LaSalle Limited
“J.P. Morgan Cazenove”	J.P. Morgan Securities PLC, which conducts its UK investment banking business as J.P. Morgan Cazenove;
“Last Accounts Date”	31 July 2023;
“Latest Practicable Date”	close of business on 15 May 2024, being the latest practicable date before publication of this Document;
“Link Group”	Link Group, Lok’nStore’s share registrar;
“Lok’nStore”	Lok’nStore Group plc, a company incorporated in England and Wales with registered number 04007169;
“Lok’nStore Articles”	the articles of association of Lok’nStore as amended from time to time;

“Lok’nStore Board” or “Lok’nStore Directors”	the directors of Lok’nStore as at the date of this Document or, where the context so requires, the directors of Lok’nStore from time to time;
“Lok’nStore CSOP”	the Company Share Option Plan, adopted by Lok’nStore on 2 June 2010;
“Lok’nStore Group”	Lok’nStore and its subsidiary undertakings from time to time;
“Lok’nStore Share Plans”	the: (a) Lok’nStore CSOP; (b) Lok’nStore 1010 Partnership Performance Plan, adopted on 2 July 2018; (c) Lok’nStore 2020 Partnership Performance Plan, adopted on 31 July 2023; and (d) Lok’nStore Unapproved Share Options, each as amended from time to time;
“Lok’nStore Shareholders”	holders of Lok’nStore Shares;
“Lok’nStore Shares”	the ordinary shares of 1 penny each in the share capital of Lok’nStore;
“Lok’nStore Unapproved Share Options”	the outstanding options granted over Lok’nStore Shares not granted pursuant to the Lok’nStore CSOP, Lok’nStore 1010 Partnership Performance Plan or Lok’nStore 2020 Partnership Performance Plan;
“London Stock Exchange”	the London Stock Exchange plc or its successor;
“Long Stop Date”	11 October 2024 or such later date (if any) as Shurgard and Lok’nStore may agree, with the consent of the Panel, and the Court may allow;
“Meetings”	the Court Meeting and/or the General Meeting, as the case may be;
“MLA”	maximum lettable area;
“Offer Period”	the offer period (as defined by the Code) relating to Lok’nStore, which commenced on 11 April 2024, being the date of the Rule 2.7 Announcement;
“Opening Position Disclosure”	an announcement pursuant to Rule 8 of the Code containing details on interests or short positions in, or rights to subscribe for, any relevant securities of a party to an Acquisition;
“Overseas Shareholders”	shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom;
“Panel”	the Panel on Takeovers and Mergers;
“Peel Hunt”	Peel Hunt LLP;
“PRA” or “Prudential Regulation Authority”	the Prudential Regulation Authority, or any successor regulatory body;
“Registrar of Companies”	the Registrar of Companies in England and Wales;
“Regulatory Information Service”	a regulatory information service as defined in the FCA Handbook;
“REIT”	real estate investment trust;
“Relevant Authority”	any central bank, relevant ministry, governmental, quasigovernmental, supranational (including the European Union), statutory, regulatory, environmental or investigative body, authority or tribunal (including any national or supranational antitrust, competition or merger control

	authority, any sectoral ministry or regulator and any foreign investment review body), national, state, municipal or local government, trade agency, association, institution (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof), or any entity owned or controlled by any relevant government or state;
“Regulatory Information Service”	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements;
“Restricted Jurisdiction”	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition (including this Document) is sent or made available to Lok’nStore Shareholders in that jurisdiction;
“Rule 2.7 Announcement”	the announcement made by Shurgard of its firm intention to make an offer for Lok’nStore on 11 April 2024 pursuant to Rule 2.7 of the Code;
“Sanction Hearing”	the hearing of the Court at which Lok’nStore will seek an order sanctioning the Scheme pursuant to Part 26 of the Companies Act;
“sBPR”	Best Practice Recommendations for Sustainability;
“Scheme”	the proposed scheme of arrangement under Part 26 of the Companies Act between Lok’nStore and Scheme Shareholders in connection with the Acquisition, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Lok’nStore and Shurgard;
“Scheme Record Time”	6.00 p.m. on the Business Day immediately prior to the Effective Date;
“Scheme Shareholders”	holders of Scheme Shares;
“Scheme Shares”	Lok’nStore Shares: (a) in issue at the date of this Document; (b) (if any) issued after the date of this Document but before the Voting Record Time; and (c) (if any) issued at or after the Voting Record Time and before the Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by the Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by the Scheme, in each case, which remain in issue at the Scheme Record Time, but excluding any Excluded Shares;
“SEC”	the United States Securities and Exchange Commission;
“Shurgard”	Shurgard Self Storage Limited, a company incorporated in Guernsey and registered with the Guernsey Registry with registered number 48630;
“Shurgard Board” or “Shurgard Directors”	the directors of Shurgard as at the date of this Document or, where the context so requires, the directors of Shurgard from time to time;
“Shurgard Group”	Shurgard and its subsidiary undertakings from time to time;
“Shurgard Luxembourg”	Shurgard Luxembourg S.à r.l., a wholly-owned subsidiary of Shurgard incorporated in Luxembourg and registered with the Registre de Commerce et des Sociétés in Luxembourg with number B139977;

“Significant Interest”	in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of: (a) the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking; or (b) the relevant partnership interest;
“Special Resolution”	the special resolution to, amongst other things: (a) authorise the Lok’nStore Directors (or a duly authorised committee thereof) to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and (b) approve the amendment of the Lok’nStore Articles, to be considered at the General Meeting as set out in Part 10 (<i>Notice of General Meeting</i>) of this Document;
“Takeover Offer”	if (with the consent of the Panel), Shurgard elects to effect the Acquisition by way of a takeover offer (as defined in Chapter 3 of Part 28 of the Companies Act), the offer to be made by or on behalf of Shurgard to acquire the entire issued and to be issued share capital of Lok’nStore on the terms and subject to the conditions to be set out in the related offer document and, where the context permits, any subsequent revision, variation, extension or renewal of such takeover offer;
“Third Party”	has the meaning given in Condition 4(a) of Part A in Part 3 (<i>Conditions to and Further Terms of the Scheme and the Acquisition</i>) of this Document;
“UK” or “United Kingdom”	United Kingdom of Great Britain and Northern Ireland;
“UK Market Abuse Regulation”	the Market Abuse Regulation (EU) No 596/2014 as it forms part of the laws of the United Kingdom from time to time;
“US” or “United States”	the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
“US Exchange Act”	the US Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;
“US Securities Act”	the US Securities Act 1933, as amended;
“Voting Record Time”	6.30 p.m on 6 June 2024 being the day which is two days (excluding non-working days) before the date of the Court Meeting and the General Meeting or, if the Court Meeting and/or General Meeting is adjourned, 6.30 p.m on the day which is two days (excluding non-working days) before the date of such adjourned Meeting;
“Wider Lok’nStore Group”	the Lok’nStore Group and associated undertakings and any other body corporate, partnership, joint venture or person in which Lok’nStore and all such undertakings (aggregating their interests) have a Significant Interest; and
“Wider Shurgard Group”	the Shurgard Group and associated undertakings and any other body corporate, partnership, joint venture or person in which Shurgard and all such undertakings (aggregating their interests) have a Significant Interest.

For the purposes of this Document, **“subsidiary”**, **“subsidiary undertaking”**, **“undertaking”** and **“associated undertaking”** and **“equity share capital”** have the meanings given to them by the Companies Act.

All references to **“pounds”**, **“pounds Sterling”**, **“Sterling”**, **“£”**, **“pence”**, **“penny”** and **“p”** are to the lawful currency of the United Kingdom.

All times referred to in this Document are London times unless otherwise stated.

References to the singular include the plural and vice versa.

All references to statutory provisions or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and order from time to time made thereunder or deriving validity therefrom.

**PART 9
NOTICE OF COURT MEETING**

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

Claim No. CR-2024-000999

IN THE MATTER OF LOK'N STORE GROUP PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that by an Order dated 15 May 2024 made in the above matters, the Court has given permission for a meeting (the “**Court Meeting**”) to be convened of the Scheme Shareholders (as defined in the Scheme of Arrangement referred to below), for the purpose of considering and, if thought fit, approving (with or without modification) a Scheme of Arrangement pursuant to Part 26 of the Companies Act 2006 (as amended) proposed to be made between Lok'nStore Group plc (in this Notice of Court Meeting, the “**Company**”) and the Scheme Shareholders (as defined in the said Scheme of Arrangement) and that such meeting will be held at the office of Cavendish Capital Markets Limited, One Bartholomew Close, London EC1A 7BL on 10 June 2024, at 10.00 a.m. at which place and time all holders of the Scheme Shares are requested to attend in person or by proxy.

A copy of the said Scheme of Arrangement and a copy of the explanatory statement required to be published pursuant to section 897 of the Companies Act 2006 are incorporated in the document of which this notice forms part.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term in the document of which this notice forms part.

Voting on the resolution to approve the Scheme will be by way of a poll, which shall be conducted as the Chair of the Court Meeting may determine.

Right to appoint a proxy; procedure for appointment

Scheme Shareholders entitled to attend and vote at the meeting may vote in person at the Court Meeting or they may appoint another person, whether a member of the Company or not, as their proxy to attend and vote in their place. Voting at the Court Meeting will be by poll which shall be conducted as the Chair of the Court Meeting may determine.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders. Scheme Shareholders are strongly urged to submit proxy appointments and instructions for the Court Meeting as soon as possible, using any of the methods (by post, online or electronically through CREST) set out below. Doing so will not prevent you from attending, speaking and voting in person at the Court Meeting if you wish and are entitled to do so.

A BLUE Form of Proxy for use at the Court Meeting has been provided with this notice. Instructions for its use are set out on the form. It is requested that the BLUE Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy thereof) be returned to the Company's registrars, Link Group, at PXS 1, Central Square, 29 Wellington Street, Leeds LS1 4DL either: (i) by post or (ii) (during normal business hours only) by hand, to be received not later than 10.00 a.m. on 6 June 2024 or, in the case of an adjournment of the Court Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time and date set for the adjourned Court Meeting. However, if not so lodged, BLUE Forms of Proxy (together with any such authority, if applicable) may be handed to the Chair of the Court Meeting or to Link Group, on behalf of the Chair of the Court Meeting, before the start of the Court Meeting and will be valid.

Scheme Shareholders entitled to attend and vote at the Court Meeting who hold their shares through CREST may appoint a proxy using the CREST proxy voting service. Proxies submitted using the CREST Proxy Voting Service must be transmitted so as to be received by Link Group (under CREST participant ID RA10) not later than 10.00 a.m. on 6 June 2024 (or, in the case of an adjournment of

the Court Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time and date set for the adjourned Court Meeting). For this purpose, the time of receipt will be taken to be the time from which Link Group are able to retrieve the message by enquiry to CREST.

As an alternative to completing and returning the printed BLUE Form of Proxy or appointing a proxy through CREST, Scheme Shareholders entitled to attend and vote at the Court Meeting may appoint a proxy electronically by logging on to the following website: <https://www.signalshares.com> or registering if you have not previously done so. To register, Scheme Shareholders will need their Investor Code (IVC) which is printed on the BLUE Form of Proxy or is available from Link Group. For an electronic proxy appointment to be valid, the appointment must be received by Link Group no later than 10.00 a.m. on 6 June 2024 (or, in the case of an adjournment of the Court Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time and date set for the adjourned Court Meeting). Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

If you have not appointed a proxy online or electronically by the time above, you may hand a BLUE Form of Proxy to the Chair of the Court Meeting or to Link Group, on behalf of the Chair of the Court Meeting, before the start of the Court Meeting and it will be valid.

Completion and return of a Form of Proxy, or the appointment of a proxy electronically using CREST (or any other procedure described in the document of which this notice forms part), will not prevent a Scheme Shareholder from attending, speaking and voting in person at the Court Meeting, or any adjournment thereof, if such Scheme Shareholder wishes and is entitled to do so.

Voting Record Time

Entitlement to attend and vote at the Court Meeting, or any adjournment thereof, and the number of votes which may be cast at the Court Meeting will be determined by reference to the register of members of the Company at 6.30 p.m. on 6 June 2024 (or, if the meeting is adjourned, 6.30 p.m. on the date which is two days before the date fixed for the adjourned Court Meeting (excluding any non-working day)). Changes to the register of members of the Company after such time will be disregarded in determining the rights of any person to attend and vote at the Court Meeting.

Joint Holders

In the case of joint holders of Scheme Shares, any one such joint holder may tender a vote, whether in person or by proxy, at the Court Meeting, however, the vote of the senior who tenders a vote whether in person or by proxy will be accepted to the exclusion of the votes of the other joint holder(s) and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding (the first being most senior).

Corporate Representatives

As an alternative to appointing a proxy, any Scheme Shareholder which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its power as a member, provided that if two or more corporate representatives purport to vote in respect of the same shares, if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way, and in other cases the power is treated as not exercised.

By the said Order, the Court has appointed Andrew Jacobs or, failing them, Neil Newman-Shepherd or, failing them, any other director of the Company to act as Chair of the Court Meeting and has directed the Chair to report the result thereof to the Court.

The said Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated 17 May 2024

TRAVERS SMITH LLP
10 Snow Hill
London
EC1A 2AL

Solicitors for the Company

1. The statement of rights of Scheme Shareholders (as defined in the Scheme of Arrangement referred to above) in relation to the appointment of proxies described in this Notice of Court Meeting does not apply to nominated persons. Such rights can only be exercised by Scheme Shareholders.
2. Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a “**nominated person**”) may, under an agreement between them and the member by whom they were nominated have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting. If a nominated person has no such proxy appointment right or does not wish to exercise it, they may, under any such agreement, have a right to give instructions to the member as to the exercise of voting rights.

**PART 10
NOTICE OF GENERAL MEETING**

LOK'N STORE GROUP PLC
(registered in England and Wales with company number 04007169)
(the "Company" or "Lok'nStore")

NOTICE IS HEREBY GIVEN that a general meeting of the Company (in this Notice of General Meeting, the "**General Meeting**") will be held at the office of Cavendish Capital Markets Limited, One Bartholomew Close, London EC1A 7BL on 10 June 2024, at 10.15 a.m. (or as soon thereafter as the Court Meeting (as defined in the document of which this Notice of General Meeting forms part) concludes or is adjourned) for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as a special resolution.

Unless the context requires otherwise, any capitalised term used but not defined in this Notice of General Meeting shall have the meaning given to such term in the document of which this Notice of General Meeting forms part.

SPECIAL RESOLUTION

THAT:

- (a) for the purpose of giving effect to the scheme of arrangement dated 17 May 2024 between Lok'nStore Group plc and the holders of Scheme Shares (as defined in the said scheme), a print of which has been produced to this meeting and, for the purposes of identification, signed by the Chair thereof, in its original form or with or subject to such modification, addition or condition agreed by Lok'nStore and Shurgard Self Storage Limited and approved or imposed by the High Court of Justice in England and Wales (the "**Scheme**"), the directors of Lok'nStore (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (b) with effect from the passing of this resolution, the articles of association of Lok'nStore Group plc be and are hereby amended by the adoption and inclusion of the following new Article 153:

"153. Scheme of Arrangement

- 153.1 In this Article 153, the "Scheme" means the scheme of arrangement dated 17 May 2024 under Part 26 of the Companies Act 2006 between the Company and the Scheme Shareholders (as defined in the Scheme), in its original form or with or subject to any modification, addition or condition agreed by the Company and Shurgard Self Storage Limited (the "**Purchaser**") and approved or imposed by the Court and (save as defined in this Article 153) expressions defined in the Scheme shall have the same meanings in this Article 153.
- 153.2 Notwithstanding any other provision of these Articles or the terms of any resolution whether ordinary or special passed by the Company in a general meeting, if the Company issues any Lok'nStore Shares or transfers any Lok'nStore Shares out of treasury (other than to the Purchaser or its nominee(s)) on or after the date of the adoption of this Article and before the Scheme Record Time, such Lok'nStore Shares shall be issued, transferred or registered subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the original holder or subsequent holders of such Lok'nStore Shares shall be bound by the Scheme accordingly.
- 153.3 Notwithstanding any other provision of these Articles, subject to the Scheme becoming Effective, if any shares are issued, transferred out of treasury or transferred to any person (other than under the Scheme or to the Purchaser or its nominee(s)) at or after the Scheme Record Time (a "**New Member**") (each a "**Transfer Share**"), they will be issued or transferred on terms that they shall (on the Effective Date or, if later, on the issue or transfer (but subject to the terms of Article 153.4 below)) be immediately transferred to the Purchaser (or such person as it may direct), who shall be obliged to acquire each Transfer Share in consideration for and conditional on the payment to the New Member by or on behalf of the Purchaser of an amount in cash for each Transfer Share equal to the consideration to which the New Member would have been entitled under the Scheme had such Transfer Share been a Scheme Share.

- 153.4 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date, the value of the consideration per Transfer Share to be paid under Article 153.3 shall be adjusted by the Directors in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article 153 to shares or Lok'nStore Shares shall, following such adjustment, be construed accordingly.
- 153.5 To give effect to any transfer required by Article 153.3, the Company may appoint any person as attorney and/or agent for the New Member to transfer the Transfer Shares to the Purchaser and/or its nominee(s) and do all such other things and execute and deliver all such documents or deeds as may in the opinion of such attorney or agent be necessary or desirable to vest the Transfer Shares in the Purchaser or its nominee(s) and pending such vesting to exercise all such rights attaching to the Transfer Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Transfer Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form or instrument of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the consideration of the Transfer Shares and may register the Purchaser as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member for the Transfer Shares. The Purchaser shall settle the consideration due to the New Member pursuant to Article 153.3 above by sending a cheque drawn on a UK clearing bank in favour of the New Member (or any subsequent holder) in respect of the consideration to which such New Member is entitled, or by any alternative method communicated by the Purchaser to the New Member, within 14 days after the date on which the Transfer Shares are issued or transferred to the New Member.
- 153.6 If the Scheme shall not have become Effective by the applicable date referred to in (or otherwise set in accordance with) clause 6.2 of the Scheme, this Article 153 shall cease to be of any effect.
- 153.7 Notwithstanding any other provision of these Articles, both the Company and the Board shall refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date other than to the Purchaser and/or its nominee(s) pursuant to the Scheme.”

By order of the Board of Lok'nStore Group plc

Company Secretary

17 May 2024

One Fleet Place, London EC4M 7WS

Notes:

1. A member of the Company entitled to attend and vote at this meeting is entitled to appoint one or more proxies to attend, to speak and to vote in their place. If you wish to appoint more than one proxy, each proxy must be appointed to exercise the rights attached to a different share or shares held by you. If you wish to appoint a proxy, please use the WHITE form of proxy accompanying this notice. In the case of joint shareholders, only one need sign the WHITE form of proxy. The vote of the senior joint shareholder will be accepted to the exclusion of the votes of the other joint shareholders. For this purpose, seniority will be determined by the order in which the names of the shareholders appear in the register of members in respect of the joint shareholding (the first being most senior). The completion and return of the WHITE form of proxy will not stop you from attending and voting in person at the General Meeting should you wish to do so and are so entitled. If you have appointed a proxy and attend the General Meeting and vote in person, your proxy appointment will automatically be terminated. A proxy need not be a shareholder of the Company.
2. To be valid, the WHITE form of proxy, together with any power of attorney or other authority under which it is signed, or a duly certified copy thereof, must be received at the offices of the Company's registrars, Link Group at PXS 1, Central Square, 29 Wellington Street, Leeds LS1 4DL either: (i) by post or (ii) (during normal business hours only) by hand, not later than 48 hours before the time of the General Meeting or, as the case may be, the adjourned General Meeting (excluding any part of such 48-hour period falling on a non-working day).
3. Alternatively, you can submit your proxy electronically at <https://www.signalshares.com> by logging in or registering if you have not previously done so with your Investor Code (IVC) which is printed on the WHITE form of proxy accompanying this notice or is available from Link Group. Electronic proxy appointments must be received not later than 10.00 a.m. on 6 June 2024 (or, in the case of an adjourned General Meeting, not less than 48 hours prior to the time and date set for such adjournment General Meeting (excluding any non-working days)). Full details of the procedure to be followed to appoint a proxy electronically are given on the website.
4. The Company, pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, specifies that entitlement to attend and vote at the General Meeting or any adjournment thereof, and the number of votes which may be cast thereat, will be determined by reference to the register of members of the Company not less than 48 hours before the time of such meeting or adjourned meeting (excluding any part of such 48-hour period falling on a non-working day). Changes to the register of members after 6.30 p.m. on 6 June 2024 or, if the General Meeting is adjourned, after 6.30 p.m. on the date two days prior to the date set for the adjourned General Meeting (excluding any non-working days), will be disregarded in determining the rights of any person to attend or vote at the General Meeting.
5. If you submit your proxy electronically through CREST, to be valid the appropriate CREST message (regardless of whether it relates to the appointment of a proxy or to an amendment to the instruction given to a previously appointed proxy) must be transmitted so as to be received by Link Group (under CREST participant IDRA10), by no later than 10.15 a.m. on 6 June 2024 (or, in the case of an adjourned General Meeting, not less than 48 hours (excluding any part of a day that is not a working day) before the time of the adjourned General Meeting). The time of receipt will be taken to be the time from which Link Group is able to retrieve the message by enquiry to CREST.
6. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
7. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages and the normal system timings and limitations apply to the input CREST proxy instructions.
8. The Company may treat as invalid a CREST proxy instruction in the circumstances set out in Regulation 35(5) of the Uncertificated Securities Regulations 2001.
9. Unless otherwise indicated on the Form of Proxy, CREST or any other electronic voting instruction, the proxy will vote as they think fit or, at their discretion, withhold from voting.

10. A corporation which is a Lok'nStore Shareholder can appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member provided that no more than one corporate representative exercises powers over the same share.
11. As at the Latest Practicable Date, the Company's issued share capital comprised 32,897,949 ordinary shares of 1 penny each carrying one vote each. Therefore, the total voting rights of the Company as at the Latest Practicable Date are 32,897,949.
12. Any member attending the General Meeting has a right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the General Meeting but no such answer need be given if: (a) to do so would interfere unduly with the preparation for the General Meeting or involve the disclosure of confidential information; (b) the answer has already been given on a website in the form of an answer to a question; or (c) it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered.
13. Voting on the resolution at the General Meeting will be conducted by a poll rather than a show of hands.
14. A copy of this Notice of General Meeting, and other information required by section 311A of the Companies Act 2006, can be found at www.loknstore.co.uk/investors/recommended-cash-offer.

SCHEDULE 1
VALUATION REPORT OF JONES LANG LASALLE

Value and Risk Advisory

Valuation report

Client: Lok'nStore Group PLC
Property: Lok'nStore portfolio

Date: 17 May 2024

Appendices

Appendix 1.....General Terms and Conditions (if applicable)
Appendix 2.....General Principles (if applicable)
Appendix 3.....Definition of Market Value
Appendix 4.....No Material Difference statement

17 May 2024

Lok'n Store Group plc
One Fleet Place
London EC4M 7WS

Goldman Sachs International
25 Shoe Lane
London, EC4A 4AU
Acting in its capacity as Lead Financial Adviser to the Company

and

Cavendish Capital Markets Limited
One Bartholomew Close
London, EC1A 7BL
Acting in its capacity as Financial Adviser and Sole Rule 3 Adviser to the Company

Your ref:
Our ref:
Direct Line: +442070875824
Email: izeldi.loots@jll.com

Dear Directors

Terms of Reference

Addressee: Lok'n Store Group plc (the "**Company**")
One Fleet Place
London EC4M 7WS

Goldman Sachs International ("**Goldman Sachs**")
25 Shoe Lane
London, EC4A 4AU
Acting in its capacity as Lead Financial Adviser to the Company

and

Cavendish Capital Markets Limited ("**Cavendish**")
One Bartholomew Close
London, EC1A 7BL
Acting in its capacity as Financial Adviser and Sole Rule 3 Adviser to the Company

Instruction and Purpose of Valuation:

In accordance with our letter dated 26 April 2024 we are instructed to provide Lok 'n Store Group plc (the "**Client**", "**Company**", "**you**", "**your**") with a report in a form compliant with Rule 29 of the City Code on Takeovers and Mergers (the "**Code**") (the "**Valuation Report**"), for the purposes of inclusion in the scheme document to be published by the Company (the "**Scheme Document**") (the "**Purpose**") in connection with the recommended cash offer by Shurgard Self Storage Ltd ("**Bidco**") for the entire issued, and to be issued, ordinary share capital of the Company (the "**Proposed Transaction**") (the "**Instruction**").

We acknowledge that the Valuation Report will be published on a website in accordance with Rule 26.3 of the Code.

Our valuation and report has been undertaken in accordance with the current RICS Valuation – Global Standards, which incorporates the International Valuation Standards, and the RICS UK national supplement (together "the RICS Red Book")

Property Address & Tenure: ("The Property")

Existing Stores		Tenure
Basildon	St Hilary Retail Park, Miles Gray Road, Basildon, Essex, SS14 3UL	Leasehold exp 2048
Bedford	69 Cardington Road, Bedford, Bedfordshire MK42 0EX	Freehold
Bristol	Longwell Green Trade Park, Aldermoor Way, Bristol, South Gloucestershire, BS30 7ET	Freehold
Chichester	17 Terminus Road, Chichester PO19 8TX	Leasehold exp 2052

Existing Stores		Tenure
Eastbourne	Unit 4, Hawthorne Road, Eastbourne, East Sussex, BN23 6QA	Leasehold exp 2043
Fareham	27 Standard Way, Fareham Industrial Park, Fareham. Hampshire, PO16 8XJ	Leasehold exp 2036
Farnborough	112 Hawley Lane, Farnborough, Hampshire, GU14 8JE	Freehold
Gillingham	Courteney Road, Gillingham, ME8 0EZ	Freehold
Harlow	Edinburgh Way, Temple Fields, Harlow, Essex, CM20 2GF	Freehold
Hedge End	Unit 3, Waterloo Industrial Estate, Flanders Road, Hedge End, SO30 2QT	Leasehold exp 2033
Ipswich	Crane Boulevard, Ipswich, Suffolk, IP3 9SQ	Freehold
Leicester	Freemens Common Road, Leicester, LU2 0HF	Freehold
Luton	25 Brunswick Street, Luton, Beds, LU20 0HF	Freehold
Maidenhead	Stafferton Way, Maidenhead, Berkshire, SL6 1AB	Freehold
Milton Keynes	Etheridge Avenue, Brinklow, Milton Keynes, Bucks, MK10 0BP	Leasehold exp 2035
Northampton Central	Unit 16 Quorn Way, Grafton Street Industrial Estate, Northampton, Northants, NN1 2PN	Leasehold exp 2028
Northampton Riverside	Units 1-4 Carousel Way, Riverside Business Park, Northampton, Northants, NN3 9HG	Leasehold exp 2026
Peterborough	Maskew Avenue, Peterborough, PE1 2BT	Freehold
Poole	50 Willis Way, Fleetsbridge, Poole, Dorset, BH13 3SY	Freehold
Reading	A33 Relief Road, Reading, Berkshire, RG2 0RR	Freehold
Salford	North Phoebe Street M5 4EA	Freehold
Southampton	Third Avenue, Southampton SO15 0JX	Freehold
Stevenage	Whittle Way, Stevenage, Hertfordshire SG1 2GX	Freehold
Sunbury	Unit C, The Sunbury Centre, Hanworth Road, Sunbury-on-Thames, Middlesex, TW16 5DA	Leasehold exp 2024
Tonbridge	Deacon Trading Estate, 205 Vale Road, Tonbridge, Kent TN9 1SU	Leasehold exp 2024
Warrington	Bluecoat St, Orford, Warrington WA2 7FX	Freehold
Wellingborough	19-21 Whitworth Way, Wellingborough, Northamptonshire NN8 2EF	Freehold
Development Properties		Tenure
Staines	Unit 2, Hawthorne Road, Staines-Upon-Thames, TW18 3AY	Long leasehold (exp 2273)
Cheshunt	Land at Halfhide Lane, Cheshunt, Waltham Cross, EN8 0FH	Freehold
Bournemouth	Land on the South-east side of Everdene House, Deansleigh Road, Bournemouth, BH7 7DU	Freehold
Altrincham	Corner of Davenport Lane & George Richards Way, Broadheath, Altrincham, WA14 5DT	Freehold
Bolton	Land on the cnr of Lower Bridgeman Str & Manchester Road, Bolton, BL2 1DG	Freehold
Barking	1 Alfreds Way, Barking, IG11 0SL	Freehold
Development Properties		Tenure
Eastbourne	Land on the North-east side of Lottbridge Drove, Eastbourne, BN23 6PQ	Freehold

Reliance:	<p>We agree to address our report as follows.</p> <p>For the purposes of the Code, we are responsible for this Valuation Report and accept responsibility for the information contained in this Valuation Report and confirm that to the best of our knowledge (having taken all reasonable care to ensure this is the case), the information contained in this Valuation Report is in accordance with the facts and contains no omissions likely to affect its import. This Valuation Report complies with the Code and we authorise its content for the purposes of Rule 29 of the Code.</p> <p>Our Valuation Report is addressed jointly to the Addressees for the Purpose and is for the use of and may be relied upon by the addressees of the Valuation Report and the shareholders of the Company for the Purpose. Save in respect of such addressees and shareholders (together the "Relying Parties"), third parties may not rely on it.</p> <p>Our Valuation Report may only be relied upon for this purpose. No reliance may be placed on draft versions of the Valuation Report.</p> <p>We are not acting as valuers of the Company itself; the valuation function for the Company and the setting of the Net Asset Value of the Company remains with the Company. Our role is limited to providing valuations of the Properties in accordance with the RICS Red Book and the terms set out in our report.</p> <p>The Valuation Report will be produced for the Purpose and may not be reproduced or used in connection with any other purpose without our prior consent.</p> <p>The Valuation Report is for the use of the Addressees and the shareholders of the Company for the Purpose and, to the fullest extent permitted by law and the Code, we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in accordance with the Valuation Report.</p> <p>If we extend our liability beyond the Relying Parties, we would charge an additional fee and this extension would be on the basis that all other parties will be subject to the full terms of our instructions including our liability cap in aggregate.</p> <p>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):</p> <p>a) we shall under no circumstances whatsoever be liable for any indirect or consequential loss arising out of or in connection with this report; and</p> <p>b) our total liability in respect of all losses arising out of or in connection with this report, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed [REDACTED]. This amount shall be an aggregate cap on our liability to all Addressees together.</p> <p>In no circumstances will we have any responsibility or liability in connection with any investment decision made prior to our Valuation Report.</p> <p>Important Notice to all readers of this report: unless you are the Client or an Addressee named within this report, or have been explicitly identified by us as a party to whom we owe a duty of care and who is entitled to rely on this report, Jones Lang LaSalle does not owe or assume any duty of care to you in respect of the contents of this report and you are not entitled to rely upon it.</p>
Tenure:	As set out in the Property Address table above
Valuation Date:	31 March 2024
Instruction Date:	26 April 2024
Basis of Valuation:	<p>As required by the Code, we confirm that our valuation and report has been prepared in accordance with the current RICS Valuation – Global Standards, incorporating the IVS, and the UK national supplement (the RICS Red Book) on the basis of Market Value as defined in Appendix 3. We have acted as external valuers.</p> <p><i>Market Value: The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.</i></p> <p>The report is subject to, and should be read in conjunction with, our General Terms and Conditions of Business which are attached in Appendix 1 and our General Principles Adopted in the Preparation of Valuations and Reports which are attached in Appendix 2.</p>

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

We have assumed that in the event of a sale of the properties, they would be marketed in an orderly manner and would not all be placed on the market at the same time.

Assumptions:

Special Assumptions

A special assumption is defined as an assumption that either assumes facts that differ from the actual facts existing at the valuation date or that would not be made by a typical market participant in a transaction as at the Valuation Date. It is important that you are aware that a valuation prepared on the basis of a Special Assumption may not therefore be achievable in the market.

The Takeover Panel has approved Special Assumptions for the following properties as set out below:

- Bournemouth - **Market Value on the Special Assumption that there is unencumbered access to the site which would facilitate commercial operations.**
- Northampton Riverside - **lease includes a ten-year option to renew the lease from March 2026 to March 2036. The option to extend is only operable in the event that all four of leases are extended and is personal to Lok'nStore or another 'major self storage operator', to be approved by the Landlord (approval not to be unreasonably withheld). We have prepared the valuation on the Special Assumption that the option to extend the lease for ten years is reflected.**

Further background information to the Special Assumptions

Bournemouth

The Client is the owner of a development site at Deansliegh Road, Bournemouth, which today remains as undeveloped land purchased in 2017.

At the time of purchase, the Highway Authority, which was and is Bournemouth Council (the "**Council**"), confirmed to the Client that the part of the accessway over which the Council had title was a public road and could therefore be used as an accessway to the site.

However sometime later, the owner of the remainder of the road, over which the Client does have rights, subsequently persuaded the Courts that the road was entirely private, and therefore the Client has no right to use said road as an accessway to the development site. The Client may therefore choose to bring a legal case against the Council.

The Council have accepted in principle that an alternative entrance may be formed, however this remains subject to a full planning application, for which the self storage element has already been permitted at an earlier planning permission using the originally intended accessway. The Client intends to submit this planning application imminently.

The owner of the original intended accessway has indicated to the Client that they are prepared to negotiate terms, however the Client has not been willing to entertain discussions with the owner.

For the reasons set out above, we have confirmed to the Client that the current market value of the development site would reflect the constraints relating to the access issue. Reporting a market value with the special assumption detailed provides the Company's shareholders with an indication of the value of the asset should these constraints be resolved.

Northampton Riverside

The Northampton Riverside property is a leasehold property with four co-terminus leases. The expiry date for these leases are March 2026. Lok'nStore have an option to extend these leases until March 2036. These options are contained in the lease documents and have been confirmed as an option that can be exercised by Lok'nStore's legal advisers. For this reason, we have confirmed to the Client that the current market value of the property will reflect a lease term until the end of the lease date only, being March 2026. Reporting a market value with the special assumption detailed provides the Company's shareholders with an indication of value of the asset should the option to extend the lease for a further 10 years be exercised.

Software:

The valuation has been undertaken using a bespoke in-house excel valuation model for self storage properties, as well as ARGUS Developer 8.3 where relevant for the development assets.

Inspection:

All trading properties that have not been inspected by JLL (as part of our annual valuation contract) in the last 18 months of the Valuation Date have been inspected for this instruction.

All development properties have been inspected for this instruction.

Personnel: The valuations have been prepared under the direction of Robert Gwyther MRICS, Director (MSc Real Estate) with address 30 Warwick Street, W1B 5NH.

In addition, the valuations have been approved by two JLL Directors and sector heads: Izeldi Loots Head of EMEA Self Storage, Value & Risk Advisory and Ross Petar Head of EMEA Operational Real Estate, Value & Risk Advisory.

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 in accordance with the current UK national supplement and are RICS Registered Valuers.

Status: In preparing these valuations we have acted as external valuers (as defined in the RICS Valuation – Global Standards), subject to any disclosures made to you.

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

We confirm that neither the individual valuers, being Robert Gwyther, Jacob Stuthridge, Martin Szamfeber, Ross Petar and Izeldi Loots, nor JLL, have any material connection to any party in the Proposed Transaction nor any personal interest in the Company, the Addressees or the Properties, other than our appointment by the Client to carry out annual valuations, which would cause us or them to cease to qualify as an ‘Independent Valuer’ for the purpose of Rule 29.3(a) of the Code. We undertake in favour of the Company that we shall not take any actions which would cause us or the relevant valuers to cease to qualify as an ‘Independent Valuer’ for the purposes of Rule 29.3(a) of the Code for the duration of the Instruction.

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

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

Robert Gwyther BSc MSc MRICS has been a signatory for this valuation instruction since 2023. At present he remains the signatory to this report.

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

For the purposes of Rule 29.5 of the Code, we confirm that there is no material difference between the values stated in this Valuation Report and the values that would be stated were the Valuation Date the date of the Scheme Document.

Sources of Information: We have inspected the premises and carried out all the necessary enquiries with regard to historic trading data, Rateable Value, planning issues and investment considerations. We have not carried out a building survey or environmental risk assessment. We have not measured the premises and have relied on the floor areas provided.

You have told us that you have not commissioned solicitor’s Reports on Title/ Certificates of Title or analogous documents or opinions. This report is therefore prepared on the assumption that the Client has good and marketable title to the Properties and there are no matters which would ordinarily be reported or referenced in a Report on Title/ Certificate of Title which may have an impact on the valuations contained herein.

We have been provided with the following reports, which we have relied upon:

Trading stores:

- Occupancy, size code listings and profit and loss statements for each store
- CLA and MLA summary document
- Lease rent rates schedule
- Occupancy and price analysis document
- Total revenue document

Development properties:

- As available on an individual property basis: Budgets and capex models, environmental due diligence, planning status and/or approvals, floor plans

- In order to arrive at our opinion of market value we have made our own assumptions including profit, contingency and financing.

We may have used artificial intelligence, including generative artificial intelligence, when providing the services.

Market Value: £348,055,000

(THREE HUNDRED AND FORTY-EIGHT MILLION FIFTY-FIVE THOUSAND POUNDS)

Aggregate value of the individual leasehold and freehold properties

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

As required by the Code we set out below the aggregate value of the individual properties that are leaseholds, freeholds, long leaseholds and development properties:

	# Freehold Properties	Freehold Aggregate Value	# Leasehold Properties	Leasehold Aggregate Value	# Long Leasehold Properties (over 50 years)	Long Leasehold (over 50 years)	Number of properties	Total Aggregate Value
Trading properties*	17	£276,200,000	10	£29,750,000	0		27	£305,950,000
Development properties**	3	£15,940,000	0		1	£18,555,000	4	£34,495,000
Other development properties***	3	£7,610,000					3	£7,610,000
Total	23	299,750,000	10	£29,750,000	1	£18,555,000	34	£348,055,000

*Trading properties – open and trading as at the Valuation Date.

**Development properties – development sites that are immediately developable based on the proposed self storage scheme.

*** Other development properties include Bolton, Altrincham and Bournemouth where we have adopted different approaches to arrive at our opinion of Market Value.

- **Bolton**; the alternative use is its highest and best use.
- **Altrincham**; the existing use as a retail warehouse is the highest and best use.
- **Bournemouth**; the existing planning consent may have to be resubmitted based on the access arrangements, so we have considered the amended scheme, associated timescales and risk.

Properties in the course of development or capable of being developed within the next 2 years

We have been informed by the Company that the following properties are held as Development Properties which are capable of being developed within 2 years of the valuation date. The value of these properties is included in the total Property Aggregate Values set out above and the individual valuations are set out below together with the additional information required by the Code.

Property	Tenure	Value at Completion	Costs to Complete (*)	Expected Date of Completion
Staines	Long leasehold (exp 2273)	£ 19,040,000	£488,872	Apr 2024
Cheshunt	Freehold	£ 24,000,000	£14,727,645 **	Oct 2025
Barking	Freehold	£ 22,050,000	£ 12,665,584	Mar 2026
Eastbourne	Freehold	£ 17,085,000	£ 10,398,737	Oct 2025

(*) Costs to complete reflect the construction costs provided by the Client plus carrying charges/finance costs, excluding contingency and profit.

(**) Construction costs include the costs for completing a supermarket unit forming part of the proposed development for which an agreement is currently in place with a major supermarket chain. The value of this agreement is included within our Value at Completion.

Other Development Properties

The below have been valued using a different approach as stated above, although as required by the Code we are providing the GDV and estimated cost to complete along with the expected date of completion.

Property	Tenure	Value at Completion	Costs to Complete (*)	Expected Date of Completion
Bournemouth	Freehold	£ 19,555,000	£12,138,654	Mar 2026
Altrincham	Freehold	£ 12,475,000	£ 9,143,231	Oct 2025
Bolton	Freehold	£ 9,340,000	£ 8,729,029	Jul 2025

(*) Costs to complete reflect the construction costs provided by the Client plus carrying charges/finance costs, excluding contingency and profit.

Planning Status

Property	Planning Consent status	Date of Planning Consent	Material Planning conditions/ Additional information
Staines	Granted	May 2020	
Cheshunt	Granted	Oct 2023	
Bournemouth	Existing Scheme Granted- Proposed Resubmission	Oct 2021	Amended scheme proposed based on access from Castle Lane East.
Altrincham	Refused*	-	
Bolton	Granted	Jan 2023	
Barking	Granted	Feb 2023	
Eastbourne	Granted	Mar 2024	

(*) This reflects the position as at the Valuation Date. Planning has been approved for Altrincham on 30 April 2024. This event would not have a material impact on our opinion of Market Value had it been in place at the Valuation Date.

Purchaser's Costs:

We have allowed for Stamp Duty Land Tax as follows: Market Value of up to £150,000, zero; next £100,000 (the portion from £150,001 to £250,000), 2.00%; remaining amount (the portion above £250,001), 5.00%.

We have also allowed for agents and legal fees plus VAT at standard market rates which amounts to 1.80%.

Market conditions explanatory note:

Transactions across markets and sectors remain low, for a variety of reasons. The full implications of wars in the Middle East and Ukraine are unknown. Instability in these regions and beyond may compound already difficult real estate market conditions. This is likely to be exacerbated when coupled with inflationary pressures and other factors impacting the global economy, including the cost and availability of debt. The combination heightens the potential for volatility and quick changes in consumer and investor behaviours.

In recognition of the potential for market conditions to change rapidly, we highlight the critical importance of the valuation date and confirm the conclusions in our report are valid at that date only and advise you to keep the valuation under regular review.

The development market especially faces challenges that are influencing the costs of construction and construction programmes. These issues, together with the risk of developer and/or contractor insolvency and a limited skilled labour force, risk causing increased volatility in land value and development project viability.

For the avoidance of doubt, due to the functioning nature of the market, our valuation is NOT reported as being subject to 'material valuation uncertainty' as defined by VPS 3 and VPGA 10 of the RICS Valuation – Global Standards.

Confidentiality and Publication:

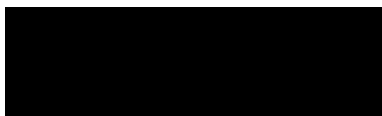
The report will be addressed to the Addressees for the Purpose. No responsibility whatsoever will be accepted to any third party (other than the Relying Parties) and neither the whole of the report, nor any part nor any references thereto can be published in any document, statement or circular nor in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

Neither the whole of the Valuation Report nor any part, nor reference thereto may be published in documents other than the Scheme Document and/or any other announcements, documents and or supplementary documents released by the Company or Bidco in relation to the Proposed Transaction without our prior written approval of the form and context in which it will appear. Our approval is not required if disclosure is (i) made by the Company to its employees, affiliates and/or professional advisers in connection with the Proposed Transaction and/or (ii) required by applicable law, regulation or the rules of any stock exchange. We acknowledge that the Valuation Report will be made available for inspection and published on the website by the Company and Bidco in accordance with the Code.

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

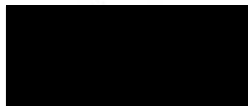
We have given and not withdrawn our consent to the inclusion of this Valuation Report in the Scheme Document, and to the publication and reproduction of this report as required by Rules 26 and 29 of the Code.

Yours sincerely



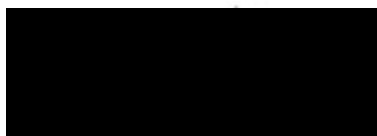
Robert Gwyther MRICS, Director
Self Storage Value & Risk Advisory
For and on behalf of Jones Lang LaSalle Limited

Yours sincerely



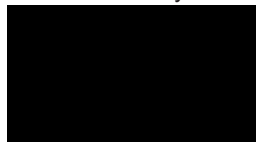
Ross Petar MRICS
Head of Operational Real Estate – Value & Risk Advisory
For and on behalf of Jones Lang LaSalle Limited

Yours sincerely



Martin Szamfeber MRICS,
Associate Director
Self Storage Value & Risk Advisory
For and on behalf of Jones Lang LaSalle Limited

Yours sincerely



Izeldi Loots, Head of EMEA Self Storage
Value & Risk Advisory Director
For and on behalf of Jones Lang LaSalle Limited

Yours sincerely



Jacob Stuthridge MRICS
Senior Surveyor
Self Storage Value & Risk Advisory
For and on behalf of Jones Lang LaSalle Limited

APPENDIX 1

General Terms and Conditions of Business for Valuations

1. AGREEMENT

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

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

2. INTERPRETATION

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

2.1. Definitions

“Affiliates” includes in relation to either Party each and any subsidiary or holding company of that Party and each and any subsidiary of a holding company of that Party and any business entity from time to time controlling, controlled by, or under common control with, that Party, and **“holding company”** means a holding company as defined in section 1159 of the Companies Act 2006 or a parent undertaking as defined in section 1162 and schedule 7 of the Companies Act 2006, and **“subsidiary”** means a subsidiary as defined in section 1159 of the Companies Act 2006 or a subsidiary undertaking as defined in section 1162 and schedule 7 of the Companies Act 2006;

“Agreement” means any Engagement and these Terms together;

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

“Data Protection Legislation” shall mean GDPR, Data Protection Act 2018, and any national laws, regulations and secondary legislation implementing or supplementing GDPR in force in the United Kingdom from time to time;

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

“GDPR” means the General Data Protection Regulation ((EU) 2016/679) retained as law in the United Kingdom by s.3 of the European Union (Withdrawal) Act 2018 and in this Agreement: “controller”, “processor”, “data subject”, “personal data”, “personal data breach”, “supervisory authority”, and

“processing” shall have the meaning set out in the GDPR, and references to “personal data” shall in addition mean personal data related to the Agreement.

“Insolvent” means in relation to:

- (a) a company (including any body corporate), that it:
 - (i) is unable to pay its debts as they fall due;
 - (ii) becomes or is deemed insolvent;
 - (iii) has a notice of intention to appoint an administrator filed at Court in respect of it, has an administrator appointed over, or has an administration order in relation to it, or has appointed a receiver or an administrative receiver over, or an encumbrancer takes possession of or sells the whole or part of its undertaking, assets, rights or revenue;
 - (iv) passes a resolution for its winding up or a court of competent jurisdiction makes an order for it to be wound up or dissolved or it is otherwise dissolved (other than a voluntary winding up solely for the purpose of a solvent amalgamation or reconstruction); or
 - (v) enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection of its creditors;
- (b) a partnership, that it is dissolved by reason of the bankruptcy of one or more of its partners;
- (c) an individual, that they are bankrupt; or
- (d) a Party based outside England and Wales, that it is considered insolvent by the laws applicable to that Party;

“JLL” means Jones Lang LaSalle Limited of 30 Warwick Street London W1B 5NH registered in England and Wales with company number 01188567 and/or any Affiliate of JLL that provides the Services to the Client;

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

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

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

“Terms” means these terms and conditions.

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

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

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

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

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

3. SERVICES

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

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

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

3.3. Where the Parties have agreed that JLL shall carry out estate agency business, JLL shall (i) report in writing all offers it receives regarding the relevant property; and (ii) comply with its obligations under the Estate Agents Act 1979 and regulations made under that Act together with any other similar laws and regulations.

3.4. Where agreed in writing JLL shall use reasonable endeavours to meet any performance dates. JLL shall not be responsible for any failure to meet performance dates due to

causes outside its reasonable control and time shall not be of the essence for the performance of the Services.

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

3.6. Without prejudice to clause 9.2(b), JLL will take all appropriate steps to identify, prevent or manage a conflict of interest that may arise in the course of business. In the event that an actual or potential conflict of interest is identified, JLL will recommend a course of action.

4. CLIENT OBLIGATIONS

4.1. The Client shall:

- a) immediately notify JLL if any details or requirements set out in the Engagement are incomplete or inaccurate;
- b) co-operate with JLL in all matters relating to the Services;
- c) provide JLL, its employees, agents, consultants and subcontractors, with access to the relevant property as reasonably required by JLL to provide the Services; and
- d) obtain and maintain all necessary licences, permissions and consents which may be required by the Client before the date on which the Services are to start.

4.2. The Client shall promptly provide JLL with such information and materials as it may reasonably require in order to supply the Services and warrants that:

- a) such information is complete and accurate and was obtained and prepared in accordance with all applicable laws;
- b) it shall ensure that where the information and material include representations or descriptions of a property, that such information and material contain no misrepresentation or false impression;
- c) where the Client will advertise a property under JLL’s logo, that such advertisement (including its content and context in which it will appear) is approved in writing by JLL prior to its publication; and

d) it shall immediately notify JLL on becoming aware of any changes or issues that may render inaccurate any information or material provided to JLL.

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

a) JLL shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client to relieve JLL from the performance of any of its obligations to the extent the Client Default prevents or delays JLL's performance of any of its obligations; and

b) JLL shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Client Default.

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

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

5. PAYMENTS

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

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

5.3. In consideration of the provision of the Services, the Client shall pay each invoice submitted by JLL in accordance with the Agreement within 28 days from the date of invoice.

5.4. If the Client fails to settle any payment due to JLL under the Agreement by the due date for payment, then JLL reserves the right to charge late payment interest after the due date on the overdue amount at the rate of 4 per cent per annum above the

Bank of England's official bank rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5.5. If the Agreement is terminated prior to the Services being completed, JLL shall, without limitation to its other rights and remedies under this Agreement or at law, be entitled to receive from the Client a reasonable fee proportionate to the part of the Services performed to the date of termination.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. JLL retains all copyright (and all other intellectual property rights) in all materials, reports, systems and other deliverables which it produces or develops for the purposes of this Agreement, or which it uses in the provision of the Services. For this purpose "intellectual property rights" means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, trade secrets, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

6.2. The Client shall have an irrevocable, royalty-free, non-exclusive licence to use the Materials for the purposes for which they are prepared by JLL, subject to JLL having received full payment for the Services in accordance with the Agreement. Such licence shall be capable of sub-licence by the Client to its employees, agents and subcontractors and shall survive termination. No third party has any right to use any such Materials without JLL's specific consent. JLL shall not be liable for the use of any Material for any purpose other than that for which JLL provided it to the Client.

6.3. Nothing in this clause 6 shall affect the Client's intellectual property rights that pre-exist the Services. The Client shall grant to JLL an irrevocable, royalty-free, non-exclusive, sub-licensable licence to use such pre-existing intellectual property rights for the purpose of carrying out the Services.

7. CONFIDENTIALITY

7.1. Except where disclosure is required by law or permitted by the other party in writing, each party and that party's Affiliates must maintain the confidentiality of the other party's information and must not disclose any information

received in confidence from the other party for a period of three years (or any longer period if so required by law) after termination or expiry of this Agreement.

7.2 Where JLL delivers services to or is approached to deliver services to another party JLL shall not be required to use or disclose to the Client any information known to JLL, which is confidential to another party.

8. LIABILITY

8.1. a) JLL shall under no circumstances whatsoever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue or loss of anticipated savings, or for any indirect, special or consequential loss arising out of or in connection with the Agreement and/or the Services;

b) JLL's total liability in respect of all losses arising out of or in connection with the Agreement and/or the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed [REDACTED]; and

c) nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to, liability for: death or personal injury caused by negligence; or fraud or fraudulent misrepresentation.

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

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

b) to the extent that the Client or someone on the Client's behalf for whom JLL is not responsible is responsible, and where JLL is one of the parties liable in conjunction with others, JLL's liability shall be 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); or

c) due to any failure by the Client or any representative or agent of the Client to follow JLL's advice or recommendations.

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

9. TERMINATION

9.1. Without limiting its other rights or remedies, either Party may terminate the Agreement by giving the other Party 28 days' written notice.

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

a) the other Party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing to do so;

b) a conflict of interest arises which prevents JLL continuing to act for the Client; or

c) the other Party becomes Insolvent.

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

9.4. On termination of the Agreement for any reason:

a) the Client shall immediately pay to JLL all of JLL's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted and associated expenses, JLL shall submit an invoice, which shall be payable by the Client immediately on receipt;

b) the Client shall return any Materials which have not been fully paid for;

c) JLL may, to comply with legal, regulatory or professional requirements, keep one copy of all Material which is what was supplied by or on behalf of the Client in relation to the Services;

d) the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and

e) clauses which expressly or by implication survive termination shall continue in full force and effect.

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

10. DATA PROTECTION

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

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

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

10.4 JLL shall ensure that it and any third party with access to the personal data has appropriate technical and organisational security measures in place, to guard against the unauthorised or unlawful processing of personal data and against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the personal data. Upon a written request, JLL shall provide to the Client a general description of the security measures it has adopted.

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

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

10.6.1 receives a request for access from an individual, or a request relating to any of the other individuals' rights available under the Data Protection Legislation, in respect of personal data;

10.6.2 receives any enquiry or complaint from a data subject, supervisory authority or third party regarding the processing of the personal data; and

10.6.3 becomes aware of a personal data breach affecting personal data, unless the breach is unlikely to result in a risk to the rights and freedoms of data subjects.

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

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

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

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

10.11 JLL shall only engage a sub-processor where:

10.11.1 the Client has agreed in writing to the engagement of the sub-processor; or

10.11.2 the sub-processor is an Affiliate of JLL or a service provider engaged by JLL to support the infrastructure and administration of its business (with details maintained at <http://www.jll.co.uk/sub-processors>).

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

10.13 In accordance with clause 12.1, JLL shall remain liable for the acts and omissions of its sub-processors.

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

11. FORCE MAJEURE

11.1. Neither Party shall be liable to the other Party as a result of any delay or failure to perform its obligations under the Agreement as a result of any event beyond the reasonable control of either Party including strikes, lock-outs or other industrial disputes (whether involving the workforce of JLL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, an international, national or regional emergency has been declared, a period of quarantine recommended or imposed by any applicable government, epidemic, pandemic, public health emergency, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11.2. If such an event prevents either Party from performing any of their obligations under the Agreement for a period of more than four weeks, the affected Party shall, without limiting their other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Party.

11.3. This clause does not apply to the payment of fees or expenses due to JLL by the Client.

12. GENERAL

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

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

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

case) or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally or sent by pre-paid first class post or commercial courier. Any notice or other communication sent to a Party located in a different country to the sending Party must be sent by commercial courier;

- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.a); if sent by pre-paid first class post at 9.00 am on the second business day after posting; or if sent by commercial courier, on the date and at the time that the courier's delivery receipt is signed. For this purpose, a business day means a day (other than a Saturday or Sunday) on which banks are open for business in London.

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

- b) If any provision or part-provision of the Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

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

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

12.6. **Third parties.** Subject to clause 12.8, a person who is not a Party to the Agreement shall not have any rights to enforce the Agreement unless specifically agreed in writing.

12.7. **Variation.** Except as set out in these Terms, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both Parties. Unless otherwise expressly agreed, variation of these Terms does not require the consent of any third party (whether any employee referred to in clause 12.8 or otherwise).

12.8. **Protection of Employees.** Save in respect of fraud or criminal conduct no employee of JLL or any Affiliate has any personal liability to the Client nor to anyone representing the Client. Neither the Client nor anyone representing the Client may make a claim or bring proceedings against an employee or former employee personally. Any such employee of JLL is entitled to enforce this provision pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.9. **Directors.** Some employees of JLL have the title of “director”. The Client acknowledges that this does not mean they hold the office of director for the purposes of the Companies Act 2006. Rather, it means that they hold a senior role as an employee of JLL.

12.10. **Complaints.** JLL’s complaints procedure is available on request.

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

12.12. **Criminal Activity.** To comply with the law and professional rules on suspected criminal activity JLL is required to verify the identity of its clients and understand their business. Upon request, the Client will promptly provide to JLL evidence of the Client’s identity, management or ownership. Where JLL is required by law to obtain similar evidence for another party to a transaction, the Client will provide all reasonable assistance to obtain such evidence. JLL may also need to provide such evidence to another party’s agents and the Client consents to the release of such information. If a Party fails to provide such evidence the transaction and Services may not be able to proceed. JLL is required by law to report to the appropriate authorities any knowledge or suspicion of money laundering or terrorist financing. JLL may be unable to inform the Client of any disclosure and may have to stop the Services for a period of time without explanation.

12.13. **Anti-bribery and corruption.** Both parties shall comply with all applicable laws, statutes, regulations, relating to

anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

12.14. **RICS.** JLL is regulated by RICS for the provision of surveying services and agrees to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As a RICS regulated firm JLL has committed to cooperate with RICS to ensure compliance with its standards. JLL’s nominated RICS contact is Luis Campbell, Head of Compliance: emeacompliance@eu.jll.com.

12.16. **Governing Law.** The Agreement and any disputes arising from it (including non-contractual claims and disputes) are governed by English Law.

12.17. **Jurisdiction.** Each Party irrevocably agrees that the English courts shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

12.17. **Language.** These Terms are provided in English and JLL will communicate with the Client in English.

12.18. **Survival.** Clauses 5 to 10 shall survive termination of the Agreement.

APPENDIX 2

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 RICS Valuation - Global Standards (effective 31 January 2022)

All work is carried out in accordance with the Professional Standards, Valuation Technical and Performance Standards and Valuation Applications contained in the current RICS Valuation – Global Standards published by the Royal Institution of Chartered Surveyors and the UK national supplement as applicable (“the RICS Red Book”), by valuers who conform to the requirements thereof. Our Valuations may be subject to monitoring by the RICS. The valuations are undertaken by currently Registered RICS 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 RICS Red Book”. The full definition of the basis, which we have adopted, is set out in our report and 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 RICS Red Book” as follows:

Assumption: A supposition taken to be true.

Special Assumption: An assumption that either assumes facts that differ from the actual facts existing at the valuation date, or that would not be made by a typical market participant in a transaction on the valuation date.

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 market's 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 RICS Red Book". 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; and
- iii that there are no outstanding statutory notices.

Our valuations are prepared on the basis that the premises (and any works thereto) comply with all relevant statutory and EC regulations, including fire regulations, access and use by disabled persons, control and remedial measures for asbestos in the workplace, the Energy Performance of Buildings Directive and any applicable bye laws. All buildings are assumed to have Energy Performance Certificates.

Our valuation does not take into account any rights, obligations or liabilities, whether prospective or accrued, under the Defective Premises Act 1972, or the Health and Safety at Work etc. Act 1974.

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 Modern Methods of Construction (MMC)

If the subject property falls within the category of Modern Methods of Construction as defined by MHCLG (MMC), and we are not aware or made aware during the valuation process, we shall not be liable for any resulting loss or lending decision. We assume that any MMC properties have appropriate BOPAS accreditation or equivalent.

14 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.

15 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.

16 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.

17 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 as defined by the Terrorism Act 2000. We have assumed that the insurer, with whom cover has been placed, is reinsured by the Government backed insurer, Pool Reinsurance Company Limited.

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.

18 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.

19 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.

20 Statement of Valuation Approach:

We are required to make a statement of our valuation approach. The following provides a generic summary of our approach.

Income producing properties will be valued by using either the Discounted Cash Flow (DCF) approach or the traditional investment approach.

The DCF valuation approach involves projecting estimated cash flows over an assumed investment holding period, plus a terminal value at the end of that period, usually arrived at on a conventional All Risks Yield ("ARY") basis. The cash flow is then discounted back to the present day at an appropriate discount rate that reflects both market and property specific risks.

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

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

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

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

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

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.

21 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.

22 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.

23 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.

24 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.

25 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.

26 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 complementary properties might achieve a higher value by being marketed together (known as “prudent lotting”), we have reported the higher value that would emerge.

27 Rating:

Any information regarding rating has generally been obtained from the Valuation Office website. We will not investigate whether any rating assessment is a fair assessment or considered the likelihood of an appeal being successful.

27 Plans and Maps:

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

APPENDIX 3

Market Value

Definition and Interpretive Commentary reproduced from the current RICS Valuation – Global Standards, VPS 4 and IVS Framework

4. Market Value

The definition of *Market value* is defined in IVS 104 paragraph 30.1 as:

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

- 4.1 *Market value* is a basis of value that is internationally recognised and has a long-established definition. It describes an exchange between parties that are unconnected and are operating freely in the marketplace and represents the figure that would appear in a hypothetical contract of sale, or equivalent legal document, at the *valuation date*, reflecting all those factors that would be taken into account in framing their bids by market participants at large and reflecting the highest and best use of the asset. The highest and best use of an asset is the use of an asset that maximises its productivity and that is possible, legally permissible and financially feasible – fuller treatment of this particular premise of value can be found at section 140 of IVS 104.
- 4.2 It ignores any price distortions caused by *special value* (an amount that reflects particular attributes of an asset that are only of value to a *special purchaser*) or *marriage value*. It represents the price that would most likely be achievable for an asset across a wide range of circumstances. Market rent (see below) applies similar criteria for estimating a recurring payment rather than a capital sum.
- 4.3 In applying *market value*, regard must also be had to the requirement that the valuation amount reflects the actual market state and circumstances as of the effective valuation date. The full conceptual framework for market value can be found at paragraph 30.2 of IVS 104.
- 4.4 Notwithstanding the disregard of *special value*, where the price offered by prospective buyers generally in the market would reflect an expectation of a change in the circumstances of the asset in the future, the impact of that expectation is reflected in *market value*. Examples of where the expectation of additional value being created or obtained in the future may have an impact on the market value include:
- the prospect of development where there is no current permission for that development and
 - the prospect of marriage value arising from merger with another property or asset, or interests within the same property or asset, at a future date.
- 4.5 The impact on value arising by use of an *assumption* or *special assumption* should not be confused with the additional value that might be attributed to an asset by a *special purchaser*.
- 4.6 In some jurisdictions a *basis of value* described as ‘highest and best use’ is adopted and this may either be defined by statute or established by common practice in individual countries or states.

IVS Framework

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

(a) “The estimated amount” refers to a price expressed in terms of money payable for the *asset* in an arm’s length market transaction. *Market value* is the most probable price reasonably obtainable in the market on the valuation date in keeping with the *market value* definition. It is the best price reasonably obtainable by the seller and the most advantageous price reasonably obtainable by the buyer. This estimate specifically excludes an estimated price inflated or deflated by special terms or circumstances such as atypical financing, sale and leaseback arrangements, special considerations or concessions granted by anyone associated with the sale, or any element of *value* available only to a specific owner or purchaser.

(b) “An *asset* or liability *should exchange*” refers to the fact that the value of an *asset* or liability is an estimated amount rather than a predetermined amount or actual sale price. It is the *price* in a transaction that meets all the elements of the *market value* definition at the valuation date.

(c) “On the valuation date” requires that the *value* is time-specific as of a given date. Because markets and market conditions *may* change, the estimated value *may* be incorrect or inappropriate at another time. The valuation amount will reflect the market state and circumstances as at the valuation date, not those at any other date.

(d) “Between a willing buyer” refers to one who is motivated, but not compelled to buy. This buyer is neither over-eager nor determined to buy at any *price*. This buyer is also one who purchases in accordance with the realities of the current market and with current market expectations, rather than in relation to an imaginary or hypothetical market that cannot be demonstrated or anticipated to exist. The assumed buyer would not pay a higher *price* than the market requires. The present owner is included among those who constitute “*the market*”.

(e) “And a willing seller” is neither an over-eager nor a forced seller prepared to sell at any *price*, nor one prepared to hold out for a *price* not considered reasonable in the current market. The willing seller is motivated to sell the *asset* at market terms for the best *price* attainable in the open market after proper marketing, whatever that *price may* be. The factual circumstances of the actual owner are not a part of this consideration because the willing seller is a hypothetical owner.

(f) “In an arm’s length transaction” is one between parties who do not have a particular or special relationship, eg, parent and subsidiary companies or landlord and tenant, that *may* make the price level uncharacteristic of the market or inflated. The *market value* transaction is presumed to be between unrelated parties, each acting independently.

(g) “After proper marketing” means that the *asset* has been exposed to the market in the most appropriate manner to effect its disposal at the best price reasonably obtainable in accordance with the *market value* definition. The method of sale is deemed to be that most appropriate to obtain the best *price* in the market to which the seller has access. The length of exposure time is not a fixed period but will vary according to the type of *asset* and market conditions. The only criterion is that there *must* have been sufficient time to allow the *asset* to be brought to the attention of an adequate number of market *participants*. The exposure period occurs prior to the valuation date.

(h) “Where the parties had each acted knowledgeably, prudently” presumes that both the willing buyer and the willing seller are reasonably informed about the nature and characteristics of the *asset*, its actual and potential uses, and the state of the market as of the valuation date. Each is further presumed to use that knowledge prudently to seek the *price* that is most favourable for their respective positions in the transaction.

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

(i) “And without compulsion” establishes that each party is motivated to undertake the transaction, but neither is forced or unduly coerced to complete it.

- 30.3. The concept of *market value* presumes a *price* negotiated in an open and competitive market where the *participants* are acting freely. The market for an asset could be an international market or a local market. The market could consist of numerous buyers and sellers, or could be one characterised by a limited number of market *participants*. The market in which the asset is presumed exposed for sale is the one in which the *asset* notionally being exchanged is normally exchanged.
- 30.4. The *market value* of an *asset* will reflect its highest and best use (see paras 140.1-140.5). The highest and best use is the use of an *asset* that maximises its potential and that is possible, legally permissible and financially feasible. The highest and best use *may* be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market *participant* would have in mind for the *asset* when formulating the price that it would be willing to bid.
- 30.5. The nature and source of the valuation inputs *must* be consistent with the *basis of value*, which in turn must have regard to the valuation *purpose*. For example, various approaches and methods may be used to arrive at an opinion of *value* providing they use market-derived data. The market approach will, by definition, use market-derived inputs. To indicate *market value*, the income approach should be applied, using inputs and assumptions that would be adopted by *participants*. To indicate *market value* using the cost approach, the cost of an asset of equal *utility* and the appropriate depreciation *should* be determined by analysis of market-based costs and depreciation.
- 30.6. The data available and the circumstances relating to the market for the asset being valued must determine which valuation method or methods are most relevant and appropriate. If based on appropriately analysed market-derived data, each approach or method used should provide an indication of *market value*.
- 30.7. *Market value* does not reflect attributes of an *asset* that are of *value* to a specific owner or purchaser that are not available to other buyers in the market. Such advantages *may* relate to the physical, geographic, economic or legal characteristics of an asset. *Market value* requires the disregard of any such element of *value* because, at any given date, it is only assumed that there is a willing buyer, not a particular willing buyer.

APPENDIX 4

17 May 2024

PRIVATE AND CONFIDENTIAL

Lok'n Store Group plc (the "**Company**")
One Fleet Place
London EC4M 7WS

Goldman Sachs International ("**Goldman Sachs**")
25 Shoe Lane
London, EC4A 4AU
Acting in its capacity as Lead Financial Adviser to the Company

and

Cavendish Capital Markets Limited ("**Cavendish**")
One Bartholomew Close
London, EC1A 7BL
Acting in its capacity as Financial Adviser and Sole Rule 3 Adviser to the
Company
(each party above an "**Addressee**" and together
the "**Addressees**")

Dear Sirs/Madams

Recommended cash offer for the Company by Shurgard Self Storage Ltd to be effected by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act 2006 (the "Acquisition")

This letter is addressed to the current directors of the Company and the Addressees.

We refer to the valuation report dated 17 May 2024 containing the valuation of the properties owned by the Company prepared by us for the Company (the "**Valuation**", and the report, "**Valuation Report**"), for inclusion in the scheme document to be published by Company (the "**Scheme Document**") in connection with the Acquisition.

We confirm that:

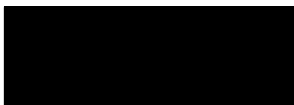
- (i) for the purposes of Rule 29.5 of the City Code on Takeovers and Mergers (the "**Takeover Code**"), we confirm that there is no material difference between the values stated in this Valuation Report and the values that would be stated were the Valuation Date the date of the Scheme Document;
- (ii) we have given and not withdrawn our consent to the publication in the Scheme Document of our Valuation Report, its findings and the references to our name in the form and context in which they appear in the Scheme Document;
and
- (iii) we have given and not withdrawn our consent to the inclusion of the Valuation Report on any websites as required pursuant to Rules 26 and 29 of the Takeover Code.

For the purposes of the Takeover Code, we are responsible for the Valuation Report and accept responsibility for the information contained in the Valuation Report. We also confirm that our Valuation Report complies with the requirements of Rule 29 of the Takeover Code.

We confirm that, having taken all reasonable care to ensure that such is the case, the information contained in the Valuation Report for which we are responsible, to the best of our knowledge is in accordance with the facts and contains no omission likely to affect its import. We hereby consent to the inclusion of a declaration to this effect in the Scheme Document.

We confirm that we have acted as an 'external valuer' (as defined in the RICS Valuation - Global Standards 2022) for the purpose of valuing the properties pursuant to the terms of the letter of engagement addressed to the Company dated on or around the date of this consent letter.

Yours faithfully,



Robert Gwyther
For and on behalf of
Jones Lang LaSalle Ltd

Value and Risk Advisory

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

Robert Gwyther

Director – Self Storage Value & Risk Advisory

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Izeldi Loots

Director, Head of EMEA Self Storage - Value & Risk Advisory

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Lead Director, Head of Operational Real Estate – Value & Risk Advisory

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