

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PART 2 OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH PART VIII OF THE COMPANIES (GUERNSEY) LAW, 2008 (AS AMENDED) AND CONTAINS A PROPOSAL WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF THE LISTING OF THE UKCM SHARES ON THE PREMIUM LISTING SEGMENT OF THE OFFICIAL LIST AND THE CANCELLATION OF THE ADMISSION OF THE UKCM SHARES TO TRADING ON THE LONDON STOCK EXCHANGE'S MAIN MARKET FOR LISTED SECURITIES.**

**If you are in any doubt about the Combination, the contents of this document or the action which you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, solicitor, accountant, bank manager or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the UK or, if you are not so resident, from another appropriately authorised independent financial adviser.**

If you sell, have sold or otherwise transferred all of your UKCM Shares, please forward this document and (if supplied) any reply-paid envelope (but not any personalised Form of Proxy), as soon as possible, to the buyer or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for onward delivery to the buyer or transferee. However, this document and the accompanying Forms of Proxy should not be forwarded, in whole or in part, directly or indirectly, in, into or from any jurisdiction in which such an act would constitute a violation of the relevant laws of such jurisdiction. If you sell, have sold or otherwise transferred part of your holding of UKCM Shares, you should retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise acquired UKCM Shares in certificated form, notwithstanding receipt of this document and any accompanying documents from the transferor, you should contact UKCM's registrar, Computershare, on the telephone number set out on page 15 of this document to obtain Forms of Proxy and any other replacement documents.

The release, publication or distribution of this document and/or any accompanying documents in, into or from jurisdictions other than the UK and Guernsey may be restricted by the laws and/or regulations of those jurisdictions and, therefore, persons into whose possession any of these documents come should inform themselves about, and observe, any such restrictions. Any failure to comply with such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by law, UKCM and BBOX disclaim any responsibility or liability for the violation of such restrictions by such persons.

Applications will be made by BBOX for the New BBOX Shares to be admitted to the premium listing segment of the Official List and to trading on the Main Market.

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## **RECOMMENDED ALL-SHARE COMBINATION**

of

## **UK COMMERCIAL PROPERTY REIT LIMITED**

*(An authorised closed-ended investment company limited by shares incorporated in Guernsey with registered number 45387)*

and

## **TRITAX BIG BOX REIT PLC**

*(A public limited company incorporated and registered in England and Wales with registered number 08215888)*

**to be effected by means of a Court-sanctioned scheme of arrangement under Part VIII of the Companies (Guernsey) Law, 2008 (as amended)**

**Circular to UKCM Shareholders and explanatory statement under Part VIII of the Companies (Guernsey) Law, 2008 (as amended)**

and

**Notice of Court Meeting and Notice of General Meeting**

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This document (including any documents incorporated into it by reference) should be read as a whole and in conjunction with the accompanying Forms of Proxy and the Combined Circular and Prospectus of BBOX which is available on UKCM's website at [www.ukcpreit.com/en-gb/merger](http://www.ukcpreit.com/en-gb/merger). Your attention is drawn to the letter from the Senior Independent Director of UKCM in Part 1 of this document, which contains a recommendation of the UKCM Recommending Directors that you vote in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting. A letter from Rothschild & Co explaining the Scheme is set out in Part 2 of this document and constitutes an explanatory statement for the purposes of Part VIII of the Companies Law of Guernsey.

Notices of the Court Meeting and the General Meeting, each of which will be held at Eventspace, Salisbury House, 114 London Wall, London EC2M 5QD, are set out in Parts 12 and 13 of this document (respectively). The Court Meeting will start at 10.00 a.m. on 2 May 2024 and the General Meeting will start at 10.15 a.m. on that date (or as soon thereafter as the Court Meeting shall have concluded or been adjourned or postponed).

**Details of the actions to be taken by UKCM Shareholders in respect of the Meetings are set out on pages 12 to 15 and in paragraph 18 of Part 2 of this document.**

**UKCM Shareholders will find accompanying this document a BLUE Form of Proxy for use in connection with the Court Meeting and a PINK Form of Proxy for use in connection with the General Meeting. UKCM Shareholders are asked, whether or not they intend to attend the Meetings in person, to complete and return the enclosed Forms of Proxy in accordance with the instructions printed thereon as soon as possible but in any event so as to be received by the Company's registrar, Computershare Investor Services (Guernsey) Limited, no later than 10.00 a.m. on 30 April 2024 in respect of the Court Meeting and by 10.15 a.m. on 30 April 2024 in respect of the General Meeting or, in the case of any adjournment or postponement of a Meeting, no later than 48 hours before the time fixed for the holding of the adjourned or postponed Meeting (excluding any part of a day which is not a Business Day). UKCM Shareholders who hold UKCM Shares in CREST may also appoint a proxy through the CREST electronic proxy appointment service by following the instructions set out on pages 13 and 14 of this document. Alternatively, UKCM Shareholders can also appoint a proxy electronically through the share portal service at [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy). If the BLUE Form of Proxy for use in connection with the Court Meeting is not lodged by the relevant time, it may be completed and handed to the Chairman of the Court Meeting or a representative of the Company's registrar, Computershare (if attending in person) at the Court Meeting venue before the start of the Court Meeting. However, in the case of the General Meeting, if the PINK Form of Proxy is not lodged by the relevant time, and in accordance with the instructions on the PINK Form of Proxy, it will be invalid.**

N.M. Rothschild & Sons Limited ("**Rothschild & Co**"), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively as lead financial adviser and sole Rule 3 adviser to UKCM and for no one else in connection with the Combination and the matters described in this document and will not be responsible to anyone other than UKCM for providing the protections afforded to clients of Rothschild & Co or for providing advice in connection with the Combination or any matter described in this document. Neither Rothschild & Co nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, in contract, in tort, under statute or otherwise) to any person who is not a client of Rothschild & Co in connection with this document, any statement contained herein, the Combination or otherwise.

Numis Securities Limited (trading for these purposes as Deutsche Numis) ("**Deutsche Numis**"), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for UKCM and for no one else in connection with the Combination and the matters described in this document and will not be responsible to anyone other than UKCM for providing the protections afforded to its clients or for providing advice in connection with the Combination or the matters described in this document. Neither Deutsche Numis nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, in contract, in tort, under statute or otherwise) to any person who is not a client of Deutsche Numis in connection with this document, any statement or other matter or arrangement referred to herein, the Combination or otherwise.

Jefferies International Limited ("**Jefferies**") which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for BBOX and no one else in connection with the Combination and the matters described in this document and will not be responsible to anyone other than BBOX for providing the protections afforded to clients of Jefferies nor for providing advice in connection with the Combination or the matters described in this document. Neither Jefferies nor any of its affiliates, nor any of its or their respective directors, officers, employees or agents, owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, in contract, in tort, under statute or otherwise) to any person who is not a client of Jefferies in connection with this document, any statement contained herein, the Combination or otherwise.

Akur Limited ("**Akur**") which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for BBOX and no one else in connection with the Combination and the matters described in this document and will not be responsible to anyone other than BBOX for providing the protections afforded to clients of Akur nor for providing advice in connection with the Combination or the matters described in this document. Neither Akur nor any of its affiliates, nor any of its or their respective directors, officers, employees or agents, owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, in contract, in tort, under statute or otherwise) to any person who is not a client of Akur in connection with this document, any statement contained herein, the Combination or otherwise.

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 PRA and regulated by the PRA and the FCA, is acting as financial adviser exclusively for BBOX and no one else in connection with the Combination and will not regard any other person as its client in relation to the Combination and will not be responsible to anyone other than BBOX for providing the protections afforded to clients of J.P. Morgan Cazenove or its affiliates, nor for providing advice in relation to the Combination or any other matter or arrangement described in this document. Neither J.P. Morgan Cazenove nor any of its affiliates owes or accepts any duty, liability or

responsibility whatsoever (whether direct or indirect, in contract, in tort, under statute or otherwise) to any person who is not a client of J.P. Morgan Cazenove in connection with this document, any statement contained herein, the Combination or otherwise.

Defined terms used in this document (save in respect of Part 3) are set out in Part 11 of this document.

No person has been authorised to give any information or make any representations in relation to the Combination other than those contained in this document and, if given or made, such information or representations must not be relied upon as having been authorised by UKCM, BBOX, the UKCM Directors, the BBOX Directors, Rothschild & Co, Deutsche Numis, Jefferies, Akur, J.P. Morgan Cazenove or any other person involved in the Combination. Neither the delivery of this document nor the holding of the Meetings, the Sanction Hearing, filing the Court Order or Admission shall, under any circumstances, create any implication that there has been no change in the affairs of the UKCM Group or the BBOX Group since the date of this document or that the information in this document is correct at any time subsequent to its date.

This document is dated 9 April 2024.

## IMPORTANT NOTICE

This document and the accompanying documents do not constitute an offer or an invitation to purchase or subscribe for any securities, or a solicitation of an offer to buy any securities, pursuant to this document or otherwise in any jurisdiction in which such offer, invitation or solicitation is unlawful.

This document does not comprise a prospectus or a prospectus equivalent document or an exempted document.

The contents of this document do not amount to, and should not be construed as, legal, tax, business or financial advice.

The statements contained in this document are made as at the date of this document, unless some other date is specified in relation to them, and publication 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.

Neither the GFSC nor the States of Guernsey take any responsibility for the financial soundness of UKCM or for the correctness of any of the statements made or opinions expressed with regard to it.

### **Overseas jurisdictions**

The release, publication or distribution of this document and any formal documentation relating to the Combination in, into or from jurisdictions other than the United Kingdom or Guernsey may be restricted by law and/or regulation and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom or Guernsey 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 or Guernsey to vote their UKCM Shares with respect to the Scheme at the Court Meeting or the Resolution at the General Meeting, or to execute and deliver Forms of Proxy appointing another person 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 the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law the companies and persons involved in the Combination disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by BBOX or required by the Code, and permitted by applicable law and regulation, the New BBOX Shares to be issued pursuant to the Combination to Scheme Shareholders 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 Combination by any such use, means, instrumentality or form 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 any formal documentation relating to the Combination are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction or any other jurisdiction where to do so would constitute a violation of the laws of that jurisdiction, and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send such documents in, into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Combination. If the Combination is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made 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 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 or from within any Restricted Jurisdiction.

The availability of New BBOX Shares pursuant to the Combination to UKCM Shareholders who are not resident in the United Kingdom or Guernsey or the ability of those persons to hold such shares may be affected by the laws or regulatory requirements of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom or Guernsey should inform themselves of, and observe, any applicable legal or regulatory requirements. UKCM Shareholders who are in doubt about such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

This document has been prepared for the purpose of complying with English law, Guernsey 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 the United Kingdom or Guernsey.

Further details in relation to Overseas Shareholders are contained in paragraph 14 of Part 2 of this document. All UKCM Shareholders or other persons (including nominees, trustees and custodians) who would otherwise intend to or may have a contractual or legal obligation to forward this document and the accompanying Forms of Proxy to a jurisdiction outside the United Kingdom and Guernsey should refrain from doing so and seek appropriate professional advice before taking any action.

### **US investors**

UKCM Shareholders in the United States should note that the Combination relates to the shares of a Guernsey company with a listing on the London Stock Exchange and is proposed to be implemented pursuant to a scheme of arrangement provided for under Guernsey company law. A transaction effected by means of a scheme of arrangement is not subject to the proxy solicitation or the tender offer rules under the US Exchange Act. Accordingly, the Combination is subject to the procedural and disclosure requirements, rules and practices applicable in the United Kingdom or Guernsey involving a target company incorporated in Guernsey and listed on the London Stock Exchange, which differ from the requirements of US proxy solicitation or tender offer rules. Financial information included in this document has been or will be prepared in accordance with UK IFRS or EU IFRS and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States. Generally accepted accounting principles in the United States differ in certain significant respects from UK IFRS and EU IFRS.

If, in the future, BBOX elects, with the consent of the Panel, to implement the Combination by means of a Takeover Offer and determines to extend such Takeover Offer into the United States, such Takeover Offer will be made in compliance with all applicable laws and regulations, including, without limitation, to the extent applicable, Section 14(e) of the US Exchange Act and Regulation 14E thereunder, and subject, in the case of participation by UKCM Shareholders resident in the United States, to the availability of an exemption (if any) from the registration requirements of the US Securities Act and of the securities laws of any state or other jurisdiction of the United States. Such Takeover Offer would be made by BBOX (or its affiliate) and no one else. In addition to any such Takeover Offer, BBOX, certain affiliated companies and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in UKCM outside such Takeover Offer during the period in which such Takeover Offer would remain open for acceptance. If such purchases or arrangements to purchase were to be made, they would be made outside the United States and would comply with applicable law, including the US Exchange Act. Any information about such purchases will be disclosed as required in the United Kingdom and Guernsey, will be reported to a Regulatory Information Service of the FCA and will be available on the London Stock Exchange website: [www.londonstockexchange.com/](http://www.londonstockexchange.com/).

The New BBOX Shares have not been and will not be registered under the US Securities Act or under the securities laws of any state or other jurisdiction of the United States. Accordingly, the New BBOX Shares may not be offered, sold, resold, delivered, distributed or otherwise transferred, directly or indirectly, in or into or from the United States absent registration under the US Securities Act or an exemption therefrom and in compliance with the securities laws of any state or other jurisdiction of the United States. The New BBOX Shares are expected to be issued in reliance upon the exemption from the registration requirements of the US Securities Act provided by section 3(a)(10) thereof.

For the purposes of qualifying for the exemption from the registration requirements of the US Securities Act afforded by Section 3(a)(10) thereof, UKCM will advise the Court that the Court's sanctioning of the Scheme will be relied on by BBOX as an approval of the Scheme following a hearing on the fairness of the terms and conditions of the Scheme to UKCM Shareholders, at which hearing all such shareholders are entitled to attend in person or through counsel to support or oppose the sanctioning of the Scheme and with respect to which notification has been given to all such shareholders.

None of the securities referred to in this document have been approved or disapproved by the SEC, any state securities commission in the United States or any other US regulatory authority, nor have such authorities passed upon or determined the fairness or merits of such securities or the Combination or upon the adequacy or accuracy of the information contained in this document. Any representation to the contrary is a criminal offence in the United States.

It may be difficult for US holders of UKCM Shares to enforce their rights and claims arising out of the US federal securities laws, since BBOX and UKCM are organised in countries other than the United States, and some or all of their officers and directors may be residents of, and some or all of their assets may be located in, jurisdictions other than the United States. US holders of UKCM Shares may have difficulty effecting service of process within the United States upon those persons or recovering against judgments of US courts, including judgments based upon the civil liability provisions of the US federal securities laws. US holders of UKCM Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US 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.

The receipt of New BBOX Shares pursuant to the Combination by a US UKCM Shareholder may be a taxable transaction for US federal income tax purposes, and may also be a taxable transaction under applicable state and local tax laws, as well as foreign and other tax laws. Each UKCM Shareholder is urged to consult its independent professional adviser immediately regarding the tax consequences of the Combination.

### **Forward-looking statements**

This document (including information incorporated by reference into this document), oral statements regarding the Combination and other information published by BBOX and UKCM contain certain forward-looking statements with respect to the financial condition, strategies, objectives, results of operations and businesses of BBOX and UKCM and their respective groups and certain plans and objectives with respect to the Combined Group. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of BBOX and UKCM about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results 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 Combination on BBOX and UKCM, the expected timing and scope of the Combination and other statements other than historical facts. Forward-looking statements often use words such as "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", "hope", "aims", "continue", "will", "may", "should", "would", "could", or other words of similar meaning. These statements are based on assumptions and assessments made by BBOX and/or UKCM in light of their experience and their perception of historical trends, current conditions, future developments and other factors they believe appropriate. By their nature, forward-looking statements involve risk and uncertainty, because they relate to events and depend on circumstances that are expected to occur in the future and the factors described in the context of such forward-looking statements in this document could cause actual results and developments to differ materially from those expressed in or implied by such forward-looking statements. Although it is believed that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and readers are therefore cautioned not to place undue reliance on these forward-looking statements.

There are several factors which could cause actual results to differ materially from those expressed or implied in forward-looking statements. Among the factors that could cause actual results to differ materially from those described in the forward-looking statements are changes in global, political, economic, business and/or competitive conditions, market and regulatory forces, future exchange and interest rates, changes in tax rates and future business combinations or dispositions.

Each forward-looking statement speaks only as at the date of this document. Neither BBOX nor UKCM, nor their respective groups, assumes any obligation to update or correct the information contained in this document (whether as a result of new information, future events or otherwise), except as required by applicable law or by the rules of any competent regulatory authority.

### **No profit forecasts or estimates**

No statement in this document (including any statement of estimated synergies) is intended as a profit forecast or estimate for any period and no statement in this document should be interpreted to mean that earnings or earnings per share or dividend per share for BBOX, UKCM or the Combined Group, as appropriate, for the current or future financial periods would necessarily match or exceed the historical published earnings or earnings per share or dividend per share for BBOX, UKCM or the Combined Group as appropriate.

### **Quantified Financial Benefits Statement**

The statements in the Quantified Financial Benefits Statement contained in this document relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. The synergies and cost savings referred to may not be achieved, or may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. For the purposes of Rule 28 of the Code, the Quantified Financial Benefits Statement contained in this document is the responsibility of BBOX and the BBOX Directors.

### **Dealing and Opening Position Disclosure Requirements of the Code**

Under Rule 8.3(a) of the Code, any person who is interested in one 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) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day (as defined in the Code) following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day (as defined in the Code) 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 one 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. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day (as defined in the Code) 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.

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). 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](http://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 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.

### **Publication on website**

A copy of this document and the documents required to be published pursuant to Rules 26.1 and 26.2 of the Code will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, for inspection on BBOX's website at [www.tritaxbigbox.co.uk/investors/shareholder-information/possible-all-share-offer-for-ukcm/](http://www.tritaxbigbox.co.uk/investors/shareholder-information/possible-all-share-offer-for-ukcm/) and on UKCM's website at [www.ukcpreit.com/en-gb/merger](http://www.ukcpreit.com/en-gb/merger) by no later than 12 noon (London time) on the Business Day following the publication of this document.

Save as expressly referred to in this document, neither the contents of these websites nor the content of any other website accessible from hyperlinks on such websites is incorporated into, or forms part of, this document.

### **Availability of hard copies**

In accordance with Rule 30.3 of the Code, UKCM Shareholders and persons with information rights may request a copy of this document (and any accompanying documents and any information incorporated into it by reference to another source) in hard copy form free of charge. Such persons may also request that all future documents, announcements and information to be sent to them in relation to the Combination should be in hard copy form. For persons who have received a copy of this document in electronic form or via a website notification, a hard copy of this document will not be sent to you unless you have previously notified UKCM's registrar, Computershare, that you wish to receive all documents in hard copy form or unless requested in accordance with the procedure set out below.

If you would like to request a hard copy of this document (or any information incorporated into it by reference to another source) please contact UKCM's registrar, Computershare, c/o 13 Castle Street, St Helier, Jersey JE1 1ES, or by calling 0370 707 4040 or from overseas +44(0)370 707 4040. Calls are charged at the standard geographical rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that Computershare cannot provide any financial, legal or tax advice. Calls may be recorded and monitored for security and training purposes.

### **Scheme process**

In accordance with Section 5 of Appendix 7 to the Code, UKCM will announce through a Regulatory Information Service key events in the Scheme process including the outcomes of the Meetings and the Sanction Hearing.

Unless otherwise consented to by the Court (if required) and the Panel, any modification or revision to the Scheme will be made no later than the date which is 14 days prior to the Meetings (or any later date to which such Meetings are adjourned or postponed).

### **Information relating to UKCM Shareholders**

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

### **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.

### **Date and time**

This document is dated 9 April 2024. All times shown in this document are London times, unless otherwise stated.



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## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Event	Time and/or date
Publication of this document and expected publication of the Combined Circular and Prospectus	9 April 2024
Latest time and date for receipt of the BLUE Form of Proxy or a CREST Proxy Instruction in respect of the Court Meeting	10.00 a.m. on 30 April 2024 <sup>(1)</sup>
Latest time and date for receipt of the PINK Form of Proxy or a CREST Proxy Instruction in respect of the General Meeting	10.15 a.m. on 30 April 2024 <sup>(2)</sup>
Voting Record Time for the Court Meeting and the General Meeting	6.00 p.m. on 30 April 2024 <sup>(3)</sup>
BBOX General Meeting	10.30 a.m. on 1 May 2024 <sup>(4)</sup>
<b>Court Meeting</b>	<b>10.00 a.m. on 2 May 2024</b>
<b>General Meeting</b>	<b>10.15 a.m. on 2 May 2024<sup>(5)</sup></b>

**The following dates and times are indicative only and are subject to change<sup>(6)</sup>**

Last day of dealings in, and for registration of transfers of, and disablement in CREST of, UKCM Shares	15 May 2024 <sup>(7)</sup>
Scheme Record Time	6.00 p.m. on 15 May 2024
Suspension of listing of UKCM Shares on the premium listing segment of the Official List and from trading on the Main Market	7.30 a.m. on 16 May 2024
Court hearing to sanction the Scheme	16 May 2024 <sup>(8)</sup>
<b>Effective Date of the Scheme<sup>(8)</sup></b>	<b>16 May 2024</b>
Cancellation of listing of, and trading in, the UKCM Shares	by no later than 8.00 a.m. on 17 May 2024
New BBOX Shares issued to Scheme Shareholders	by 8.00 a.m. on 17 May 2024
Admission and commencement of dealings in New BBOX Shares	at or shortly after 8.00 a.m. on 17 May 2024
CREST accounts of Scheme Shareholders credited with New BBOX Shares	at or shortly after 8.00 a.m. on 17 May 2024 but no later than 30 May 2024
CREST accounts of Scheme Shareholders credited with cash due in relation to the sale of fractional entitlements	within 14 calendar days of the Effective Date
Despatch of (a) share certificates for New BBOX Shares (in respect of Scheme Shares held in certificated form) and (b) cheques due in relation to the sale of fractional entitlements	within 14 calendar days of the Effective Date
Long Stop Date	21 September 2024 <sup>(9)</sup>

All references to time shown in this document are references to London (UK) time.

**The Court Meeting and the General Meeting will each be held at Eventspace, Salisbury House, 114 London Wall, London EC2M 5QD.**

**Notes:**

- (1) It is requested that BLUE Forms of Proxy or CREST Proxy Instructions in respect of the Court Meeting be lodged at least 48 hours prior to the time appointed for the Court Meeting or, in the case of any adjournment or postponement, not later than 48 hours before the time fixed for the holding of the adjourned or postponed Court Meeting (in each case excluding any part of a day that is not a Business Day). Blue Forms of Proxy that are not so lodged may be handed to the Chairman of the Court Meeting or a representative of the Company's registrar, Computershare, at the Court Meeting venue before the start of the Court Meeting.
- (2) PINK Forms of Proxy or CREST Proxy Instructions in respect of the General Meeting must be lodged at least 48 hours prior to the time appointed for the General Meeting or, in the case of any adjournment or postponement, not later than 48 hours before the time fixed for the holding of the adjourned or postponed General Meeting (in each case excluding any part of a day that is not a Business Day). Pink Forms of Proxy that are not so lodged may NOT be handed to the Chairman of the General Meeting or a representative of the Company's registrar, Computershare, before the start of or at the General Meeting.
- (3) If either the Court Meeting or the General Meeting is adjourned or postponed, the Voting Record Time for the relevant adjourned or postponed Meeting will be 6.00 p.m. on the day which is two Business Days before the date set for such adjourned or postponed Meeting and only Scheme Shareholders (in the case of the Court Meeting) and UKCM Shareholders (in the case of the General Meeting) on the register of members at such time shall be entitled to attend and vote at the relevant Meeting(s).
- (4) Or as soon thereafter as the BBOX annual general meeting taking place on the same day shall have been concluded or been adjourned or postponed.
- (5) Or as soon thereafter as the Court Meeting shall have been concluded or been adjourned or postponed.
- (6) These dates and times are indicative only, may be subject to change (including as a result of changes to the Court timetable and, in particular, if an earlier date becomes available for the Court hearing to sanction the Scheme) and will depend, amongst other matters, on the date upon which: (i) the Conditions are satisfied or (where applicable) waived; and (ii) the Court sanctions the Scheme. UKCM will give notice of any change(s) to this indicative timetable by issuing an announcement through a Regulatory Information Service and, if required by the Panel, posting notice(s) of the change(s) to UKCM Shareholders and persons with information rights. All Scheme Shareholders have the right to attend the Sanction Hearing.
- (7) UKCM Shares will be disabled in CREST from 6.00 p.m. on such date.
- (8) A copy of the Court Order which sanctions the Scheme must be filed with the Guernsey Registry as promptly as is practicable and in any event within seven days after the date on which it is made. The Scheme will become Effective on the date prescribed in the Court Order.
- (9) This is the latest date by which the Scheme may become Effective unless UKCM and BBOX agree a later date (with the consent of the Panel and, if required, the permission of the Court).

## ACTIONS TO BE TAKEN

THE UKCM RECOMMENDING DIRECTORS, WHO HAVE BEEN SO ADVISED BY ROTHSCHILD & CO AS TO THE FINANCIAL TERMS OF THE COMBINATION, CONSIDER THE TERMS OF THE COMBINATION TO BE FAIR AND REASONABLE. IN PROVIDING ITS ADVICE TO THE UKCM DIRECTORS, ROTHSCHILD HAS TAKEN INTO ACCOUNT THE COMMERCIAL ASSESSMENTS OF THE UKCM DIRECTORS. ROTHSCHILD & CO IS PROVIDING INDEPENDENT FINANCIAL ADVICE TO THE UKCM DIRECTORS FOR THE PURPOSES OF RULE 3 OF THE CODE.

ACCORDINGLY, TAKING INTO ACCOUNT THE FACTORS SET OUT IN IN PARAGRAPH 4 OF PART 1 OF THIS DOCUMENT, THE UKCM RECOMMENDING DIRECTORS UNANIMOUSLY RECOMMEND THAT ALL SCHEME SHAREHOLDERS VOTE IN FAVOUR OF THE SCHEME AT THE COURT MEETING AND THAT ALL UKCM SHAREHOLDERS VOTE IN FAVOUR OF THE RESOLUTION AT THE GENERAL MEETING AS THE UKCM RECOMMENDING DIRECTORS HAVE IRREVOCABLY UNDERTAKEN TO DO IN RESPECT OF THEIR OWN BENEFICIAL HOLDINGS OF UKCM SHARES, AND THAT YOU TAKE THE ACTION DESCRIBED BELOW.

This section should be read in conjunction with the rest of this document, the accompanying Forms of Proxy, any documents incorporated by reference into this document and the Combined Circular and Prospectus.

### Documents enclosed

UKCM Shareholders should have received the following documents with this document:

- a BLUE Form of Proxy for use in connection with the Court Meeting;
- a PINK Form of Proxy for use in connection with the General Meeting; and
- a reply-paid envelope for use in Guernsey and the United Kingdom.

If you have not received all of these documents please contact UKCM's registrar, Computershare, on the helpline number set out below. Alternatively, UKCM Shareholders can appoint a proxy electronically through the share portal service at [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy) or, in the case of CREST members, by utilising the CREST proxy voting service.

### The Court Meeting and the General Meeting

The Scheme will require approval of the Scheme Shareholders at the Court Meeting to be held at Eventspace, Salisbury House, 114 London Wall, London EC2M 5QD at 10.00 a.m. on 2 May 2024. Implementation of the Scheme will also require the passing of the Resolution at the General Meeting to be held at the same place at 10.15 a.m. on 2 May 2024 (or as soon thereafter as the Court Meeting has concluded or been adjourned or postponed). Notices of the Meetings are set out in Part 12 and Part 13 of this document respectively.

**IT IS IMPORTANT, FOR THE COURT MEETING IN PARTICULAR, THAT AS MANY VOTES AS POSSIBLE ARE CAST (WHETHER IN PERSON OR BY PROXY) IN ORDER FOR THE COURT TO BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF SCHEME SHAREHOLDERS' OPINION. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY OR TO APPOINT A PROXY ELECTRONICALLY EITHER THROUGH THE SHARE PORTAL SERVICE OR THROUGH CREST AS SOON AS POSSIBLE.**

If the Scheme becomes Effective, it will be binding on UKCM and all Scheme Shareholders, including those Scheme Shareholders who did not attend or vote (or procure a vote) at the Court Meeting and/or the General Meeting or who voted (or procured a vote) against the Scheme at the Court Meeting and/or the Resolution at the General Meeting.

### To vote on the Combination using the Forms of Proxy

Whether or not you intend to attend both or either of the Meetings, please complete and sign the Forms of Proxy in accordance with the instructions printed thereon and return them to UKCM's registrar, Computershare (together, if appropriate, with the power of attorney or other written authority under which it is signed or a notarially certified copy of such power of attorney or authority), by post to

Computershare Investor Services (Guernsey) Limited, c/o The Pavilions, Bridgwater Road, Bristol, United Kingdom, BS99 6ZY, as soon as possible, but in any event so as to be received by the following times and dates:

**BLUE Forms of Proxy for use in connection with the Court Meeting**

**10.00 a.m. on 30 April 2024**

**PINK Forms of Proxy for use in connection with the General Meeting**

**10.15 a.m. on 30 April 2024**

(or, in the case of an adjourned or postponed Meeting, not less than 48 hours prior to the time set for the adjourned or postponed Meeting (excluding any part of a day that is not a Business Day)).

Return of your completed Forms of Proxy will enable your votes to be counted at the Meetings in the event of your absence. If the BLUE Form of Proxy for use in respect of the Court Meeting is not returned by 10.00 a.m. on 30 April 2024, it may be handed to a representative of UKCM's registrar, Computershare, or to the Chairman of the Court Meeting at the Court Meeting venue before the start of the Court Meeting and will still be valid. However, if the PINK Form of Proxy for use in respect of the General Meeting is not returned so as to be received before the time set out above, it will be invalid.

You can also appoint a proxy electronically through the share portal service at [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy). To do so, you will need to log on to your share portal account or register for the share portal if you have not already done so. You will be prompted to enter the Court Meeting control number followed by your unique shareholder reference number and PIN. These can be found on the Forms of Proxy. Once registered, you will be able to vote. Proxies submitted via the share portal service must be received by UKCM's registrar, Computershare, not less than 48 hours before the time of the relevant Meeting (excluding any part of a day that is not a Business Day). Full details of the procedure to be followed to appoint a proxy online are given on the website above.

The completion and return of the Forms of Proxy or a proxy appointment via the share portal service will not prevent you from attending and voting in person at the Court Meeting or the General Meeting, or any adjournment or postponement thereof, should you wish to do so and should you be so entitled.

#### **To vote on the Combination using a proxy appointment through CREST**

If you hold your UKCM Shares in uncertificated form (that is, in CREST), you may vote using the CREST electronic proxy appointment voting service (please also refer to the below and the notes in the notices convening the Court Meeting and the General Meeting set out in Part 12 and Part 13 of this document, respectively).

CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so using the procedures described in the CREST Manual, which can be viewed at [www.euroclear.com](http://www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a 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.

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 Euroclear's specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by UKCM's registrar, Computershare (Participant ID: 3RA50) not later than 10.00 a.m. on 30 April 2024 in the case of the Court Meeting and not later than 10.15 a.m. on 30 April 2024 in the case of the General Meeting (or, in the case of an adjourned or postponed meeting, by no later than 48 hours before the time fixed for the holding of the adjourned or postponed meeting (excluding any part of a day that is not a Business Day)). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST application host) from which Computershare is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

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 message. 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 a voting service provider, 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. CREST members and, where applicable, their CREST sponsors or voting system providers, are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in regulation 34 of the Uncertificated Securities Regulations.

### **Multiple proxy voting instructions**

You are entitled to appoint a proxy in respect of some or all of your UKCM Shares and you are also entitled to appoint more than one proxy. A space has been included in the Forms of Proxy to allow you to specify the number of UKCM Shares in respect of which that proxy is appointed. If you return the Forms of Proxy duly executed but leave this space blank, you will be deemed to have appointed the proxy in respect of all of your UKCM Shares.

You may appoint more than one proxy in relation to the Meetings, provided that each proxy is appointed to exercise the rights attached to different UKCM Shares held by you. If you wish to appoint more than one proxy in respect of your shareholding, you should photocopy the Forms of Proxy, as required. The following principles shall apply in relation to the appointment of multiple proxies:

1. The Company will give effect to the intentions of UKCM Shareholders and include votes wherever and to the fullest extent possible.
2. Where a Form of Proxy does not state the number of UKCM Shares to which it applies (a “**blank proxy**”) then, subject to the following principles where more than one proxy is appointed, that proxy is deemed to have been appointed in relation to the total number of UKCM Shares registered in the name of the appointing UKCM Shareholder. In the event of a conflict between a blank proxy and a proxy which does state the number of UKCM Shares to which it applies (a “**specific proxy**”), the specific proxy shall be counted first, regardless of the time it was delivered or received (on the basis that, as far as possible, the conflicting Form of Proxy should be judged to be in respect of different UKCM Shares) and the remaining UKCM Shares will be apportioned to the blank proxy (*pro rata* if there is more than one).
3. Where there is more than one proxy appointed and the total number of the UKCM Shares in respect of which proxies are appointed is no greater than the member’s entire holding, it is assumed that proxies are appointed in relation to different UKCM Shares, rather than that conflicting appointments have been made in relation to the same UKCM Shares. That is, there is only assumed to be a conflict where the aggregate number of UKCM Shares in respect of which proxies have been appointed exceeds the member’s entire holding.
4. When considering conflicting appointments, later proxies will prevail over earlier proxies and a later proxy will be determined on the basis of which Form of Proxy is last delivered or received.
5. If conflicting Forms of Proxy are delivered or received at the same time in respect of (or deemed to be in respect of) a member’s entire holding and if UKCM is unable to determine which was delivered or received last, none of them will be treated as valid.
6. Subject to paragraph 7 below, where the aggregate number of UKCM Shares in respect of which proxies are appointed exceeds a member’s entire holding, all appointments may be rendered invalid.
7. If a UKCM Shareholder appoints a proxy or proxies and then decides to attend the Meetings in person and vote using their poll card, then the vote in person will override the proxy vote(s). If the vote in person is in respect of the member’s entire holding then all proxy votes will be disregarded. If, however, the UKCM Shareholder votes at the Meetings in respect of less than

their entire holding then, if the UKCM Shareholder indicates on their poll card that all proxies are to be disregarded, that shall be the case, but if the UKCM Shareholder does not specifically revoke proxies, then the vote in person will be treated in the same way as if it were the last received proxy and earlier proxies will only be disregarded to the extent that to count them would result in the number of votes being cast exceeding the member's entire holding.

8. In relation to paragraph 7 above, in the event that a UKCM Shareholder does not specifically revoke proxies, it will not be possible to determine the intentions of the UKCM Shareholder in this regard. However, in light of the aim to include votes wherever and to the fullest extent possible, it will be assumed that earlier proxies should continue to apply to the fullest extent possible.
9. For the purposes of calculating the "majority in number" requirement for the approval of the Scheme at the Court Meeting, each Scheme Shareholder present and voting, in person or by proxy, will be counted as a single shareholder regardless of the number of Scheme Shares voted by that shareholder. Accordingly, Scheme Shareholders should note that appointing more than one proxy will not result in that Scheme Shareholder being counted more than once for the purposes of determining that the Scheme has been approved by a majority in number of Scheme Shareholders present and voting at the Court Meeting. However, if a Scheme Shareholder votes (or directs a proxy to vote) in favour of the Scheme in respect of part of their holding of Scheme Shares, and against the Scheme in respect of other Scheme Shares held by them, that Scheme Shareholder will be counted as one person voting in favour and one voting against, thereby effectively cancelling out that Scheme Shareholder's vote for the purpose of the "majority in number" requirement.

#### **Helpline**

**If you have any questions about this document, the Court Meeting or the General Meeting, or are in any doubt as to how to complete and return the Forms of Proxy, please contact UKCM's registrar, Computershare, c/o 13 Castle Street, St Helier, Jersey JE1 1ES or call on +44(0)370 707 4040, between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales). All calls to the helpline may be recorded and monitored for security and training purposes. Please note that, for legal reasons, the helpline cannot provide advice on the merits of the Combination or give any legal, tax or financial advice.**

## PART 1

### LETTER FROM THE SENIOR INDEPENDENT DIRECTOR OF THE COMPANY

# UK Commercial Property REIT Limited

*(An authorised closed-ended investment company limited by shares incorporated in Guernsey with registered number 45387)*

#### *Directors*

Peter Pereira Gray (*Chairman*)  
Margaret Littlejohns (*Senior Independent Director*)  
Michael Ayre  
Chris Fry  
Fionnuala Hogan

#### *Registered Office*

PO Box 255  
Trafalgar Court  
Les Banques  
St Peter Port  
Guernsey  
Channel Islands  
GY1 3QL

9 April 2024

Dear UKCM Shareholder,

**Recommended all-share combination of  
UK Commercial Property REIT Limited and Tritax Big Box REIT plc  
to be effected by means of a Court-sanctioned scheme of arrangement  
under Part VIII of the Companies (Guernsey) Law, 2008 (as amended)**

#### **1. INTRODUCTION**

On 21 March 2024, it was announced that the boards of UKCM and BBOX had reached agreement regarding the terms of a recommended all-share combination of UKCM and BBOX pursuant to which BBOX will acquire the entire issued and to be issued ordinary share capital of UKCM.

I am writing to you, on behalf of the UKCM Board, to provide you with an explanation of the background to and reasons for the Combination and to explain why the UKCM Recommending Directors consider the Combination to be in the best interests of UKCM Shareholders as a whole and are, therefore, recommending that Scheme Shareholders vote, or procure a vote, in favour of the Scheme at the Court Meeting and that UKCM Shareholders vote, or procure a vote, in favour of the Resolution at the General Meeting, as the UKCM Recommending Directors who hold or are beneficially entitled to UKCM Shares have irrevocably undertaken to do in respect of their own individual holdings of UKCM Shares.

It is intended that the Combination will be implemented by way of a Court-sanctioned scheme of arrangement under Part VIII of the Companies Law of Guernsey. The Combination is subject to a number of Conditions and further terms which are set out in Part 4 of this document and include UKCM receiving the requisite approvals from UKCM Shareholders, BBOX receiving the requisite approvals from BBOX Shareholders and the Scheme being sanctioned by the Court. The provisions of the Scheme are set out in Part 3 of this document.

I would also like to draw your attention to the explanatory statement from the Company's Rule 3 adviser, Rothschild & Co, set out in Part 2 of this document, which gives further details about the Combination and the Scheme, and the additional information set out in Part 7 of this document. In particular, pages 12 to 15 of this document set out further details of the actions that UKCM Shareholders are being asked to take in connection with the Combination.

**It is important, for the Court Meeting in particular, that as many votes as possible are cast (whether in person or by proxy) in order for the Court to be satisfied that there is a fair and reasonable representation of Scheme Shareholders' opinion. You are therefore strongly urged to complete, sign and return your Forms of Proxy or to appoint a proxy electronically either through the share portal service or through CREST as soon as possible.**



The recommendation of the UKCM Recommending Directors is set out in paragraph 21 of this Part 1 and the background to and reasons for such recommendation is set out in paragraph 4 of this Part 1. Peter Pereira Gray, the chairman of the UKCM Board, is not recommending the Combination or the Scheme to UKCM Shareholders. His dissenting opinion on the Combination is set out in paragraph 5 of this Part 1.

## 2. SUMMARY OF THE TERMS OF THE COMBINATION

Under the terms of the Combination, which is subject to the satisfaction (or waiver) of the Conditions and to the further terms set out in Part 4 of this document, Scheme Shareholders will be entitled to receive:

### 0.444 New BBOX Shares for each Scheme Share

The Exchange Ratio is on an EPRA NTA for EPRA NTA basis with reference to BBOX's 31 December 2023 EPRA NTA of 177.2 pence per share and UKCM's 31 December 2023 EPRA NTA of 78.7 pence per share.

Following completion of the Combination, UKCM Shareholders will own approximately 23.3 per cent. and Existing BBOX Shareholders will own approximately 76.7 per cent. of the issued ordinary share capital of the Combined Group.

Based on BBOX's Closing Price of 160.2 pence per BBOX Share on 9 February 2024 (being the day of the commencement of the Offer Period), the Combination implies a value of 71.1 pence per UKCM Share and approximately £924 million for the entire issued and to be issued ordinary share capital of UKCM which represents:

- a premium of 10.8 per cent. to the UKCM undisturbed Closing Price of 64.2 pence per UKCM Share on 9 February 2024 (being the day of the commencement of the Offer Period); and
- a premium of 23.0 per cent. to the volume weighted average price of 57.8 pence per UKCM Share for the six month period ended 9 February 2024 (being the day of the commencement of the Offer Period).

The New BBOX Shares will be issued credited as fully paid-up and will rank *pari passu* in all respects with the BBOX Shares in issue at that time, including the right to receive and retain dividends and other distributions (if any) announced, declared, made or paid by reference to a record date on or after the Effective Date (save, for the avoidance of doubt, any BBOX Permitted Dividend). Applications will be made to the FCA for the New BBOX Shares to be admitted to the Official List and to the London Stock Exchange for the New BBOX Shares to be admitted to trading on the London Stock Exchange's Main Market for listed securities.

The UKCM Shares which will be acquired under the Combination will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and 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 reduction of share capital or share premium account or otherwise) made or paid on or after the date of the Announcement Date, save for the UKCM Permitted Dividends.

The bases and sources for certain financial information contained in this document are set out in paragraph 14 of Part 7 of this document. A summary of the irrevocable undertakings and the letter of intent given in relation to the Combination is set out in paragraph 4 of Part 7 of this document. The details of and bases of calculation of the anticipated quantified financial benefits of the Combination are set out in Part 8 of this document. Property valuation reports in respect of UKCM's and BBOX's respective property portfolios as at 31 December 2023 in accordance with Rule 29 of the Code are set out in Parts 9 and 10 of this document.

### 3. BACKGROUND TO AND REASONS FOR THE COMBINATION

BBOX is the largest listed investor in UK high-quality logistics warehouse assets and controls the UK's largest logistics-focused development land platform, with a portfolio valued at approximately £5.1 billion. BBOX focuses on acquiring, developing and actively managing well-located, modern logistics assets to deliver attractive and sustainable returns for its shareholders.

BBOX owns and manages a portfolio of high-quality "Big Box" (very large) logistics warehouses which have delivered a 100 per cent. rent collection record since IPO over 10 years ago. With the objective of broadening its "end to end" customer offering in terms of building size and location, BBOX has more recently developed and acquired "last mile" and urban logistics assets which have the potential to enhance returns by providing significant scope for near term rental growth. In line with this, during 2023 BBOX successfully completed the acquisition of approximately £110 million of urban logistics assets and will continue to selectively acquire similar attractive assets.

BBOX also continues to invest in its development pipeline, whereby shareholders benefit from the attractive financial returns from development activities targeting a 6 to 8 per cent. yield on cost as well as enhancing BBOX's overall portfolio quality from the development of new, best-in-class logistics assets across a variety of size bands, from "Small Box" to "Big Box". For the financial year ending 31 December 2024, BBOX is targeting a yield on cost of 7.0 per cent. for its development activity.

Over the last 18 months, BBOX has funded its acquisitions and investments in its pipeline of development opportunities substantially through portfolio recycling, with £327 million of disposals completed in 2023 (in aggregate above book value). A continuation of this successful strategy would require BBOX to sell further core logistics real estate assets, which it may ideally prefer to retain.

BBOX recognises the quality of the UKCM portfolio and sees a Combination with UKCM as being highly complementary to its current strategy through simultaneously:

- Acquiring a c.£740 million portfolio of high-quality logistics assets, across a range of sizes and locations which benefit from substantial near-term rental reversionary potential, in line with BBOX's objective of increasing its range of building sizes. The UKCM portfolio has a strong weighting towards the key logistics markets of the Midlands and South East (including London) where the BBOX Manager believes supply is particularly constrained and occupational demand remains robust and where the BBOX Manager has extensive experience; and
- Providing BBOX with an attractive portfolio of c.£475 million of non-logistics assets including retail parks, supermarkets, student accommodation and offices which can further drive returns for shareholders through a combination of active asset management and recycling of capital through disposals to provide the potential for accelerated investment into BBOX's accretive development pipeline and other accretive investment opportunities. The phasing of such disposals will be based upon the completion of individual asset specific optimisation plans, prevailing market conditions and the timing of its development commitments, however BBOX's current expectation is that it will have substantially exited this non-logistics portfolio within approximately 24 months from completion of the Combination.

The Boards of BBOX and UKCM believe the Combination has compelling strategic and financial rationale, building on BBOX's existing strategy and proven track record of delivering attractive and sustainable returns for shareholders, further details of which are set out below:

- **High-quality, logistics-focused portfolio with significant rental reversion potential** – the Combination creates a c.£6.3 billion portfolio focused on high-quality logistics assets, with a diverse customer base generating over £293 million of rental income per annum with significant embedded and growing rental reversion potential. BBOX believes that this is a unique opportunity to acquire a high-quality logistics-focused portfolio of scale, which otherwise is unavailable to acquire in the open market, and, as a specialist in UK logistics, to utilise its extensive experience to deliver further value from these assets;
- **Significant near-term rental growth potential** – UKCM's portfolio provides significant near term rental growth potential, with a portfolio ERV of £80 million, 24 per cent. ahead of current

contracted rent and 79 per cent. of the logistics portfolio rental reversion subject to lease events occurring by 2026:

- 85 per cent. of the portfolio rental reversion is within UKCM's £740 million logistics portfolio, which comprises 19 assets with a total gross lettable area of 4.4 million square feet, with identified asset management providing value enhancement potential, and is weighted towards the Midlands and South East (including London);
  - BBOX's exclusive focus on UK logistics, and active approach to asset management, better enables it to secure the capture of rental reversion in respect of logistics assets, in addition to identifying further asset management opportunities to drive value; and
  - while BBOX's intention is not to be a long-term owner of UKCM's remaining portfolio of non-logistics assets, it is high-quality and diversified across a mix of commercial property sectors, in core locations across the UK, with a diverse customer base and provides an attractive net initial yield of 6.4 per cent. It also has the potential for value creation through identified asset management opportunities to sale.
- **Enhanced BBOX customer offering** – the Combination represents a compelling opportunity for BBOX to immediately enhance its overall offering to customers by further diversifying its portfolio across a broader range of logistics property sizes, locations and tenant uses, from “Mega-Boxes” to smaller, strategically located, logistics assets within key urban locations, in an efficient and cost-effective manner;
  - **Non-logistics assets to fund attractive investment and development opportunities through capital recycling** – the Combined Group will adopt a disciplined approach to substantially exiting the non-logistics assets (expected to be c.8 per cent. of the Combined Group's GAV on completion of the Combination) within approximately 24 months from completion of the Combination. The capital recycling will provide approximately two years of development capex funding. This builds on BBOX's successful track record of targeted disposals to recycle capital into development opportunities for new, “triple net” leased, best-in-class logistics assets at a 6 to 8 per cent. yield on cost, with 2024 development activity targeting a yield on cost of 7.0 per cent. This will result in a Combined Group portfolio that comprises best-in-class logistics assets capable of delivering superior total returns to shareholders;
  - **Attractive and liquid non-logistics portfolio with proven value** – UKCM's non-logistics assets are typically modern, in strong locations which are expected to be both appealing to occupiers and attractive to the investment market if offered for sale, reflected by the disposal of two office assets post the 2023 year end, both of which were in line with prevailing book values. BBOX also believes that an improving macro-economic environment could impact favourably on investment values in the commercial property investment market, thus improving liquidity and enhancing value;
  - **Immediately identifiable cost savings** – the Combined Group will benefit from savings in recurring costs of approximately c.£4.0 million per annum, the majority of which are expected to be effective immediately on completion of the Combination arising from the unification of investment management services under the BBOX Manager and operational cost savings, as outlined in the Quantified Financial Benefits Statement set out in paragraph 6 of this Part 1, with additional anticipated medium-term costs savings from rotation into “triple net” leases and financing synergies;
  - **Enhanced earnings** – the Combination is expected to be immediately accretive to adjusted earnings per share for both sets of shareholders, enhancing the Combined Group's ability to target sustainable earnings and dividend progression, with the potential for future synergies resulting from enhanced scale and operational efficiencies;
  - **Compelling excess returns over cost of capital** – BBOX expects UKCM's logistics assets to deliver unlevered returns materially above BBOX's cost of capital over the medium-term. BBOX also believes the market has opportunities for value growth in line with the macro-economic environment. BBOX expects the capital allocation to the non-logistics assets to be temporary, until the capital is recycled into BBOX's logistics development pipeline and/or other accretive investment opportunities;

- **Value creation from capital recycling** – taking into account the financial effects of recycling capital by disposing of UKCM’s c.£475 million of non-logistics assets and funding accelerated investments into BBOX’s logistics development platform, and excluding the impact of future rental growth and yield movements, such development activity would be expected to generate upon stabilisation mid-single digit growth in EPRA NTA per share, adjusted earnings per share and dividends per share;
- **Active asset management and sector leading environmental, social and governance (“ESG”) credentials unlocking value** – BBOX has a strong history of active asset management, coupled with sector leading ESG credentials. A skillset which can add additional value to UKCM’s c.£1.2 billion portfolio and provide significant scope for increased earnings efficiency post completion of the Combination. The BBOX team has the sector knowledge which has identified opportunities to add value through asset management prior to disposal of UKCM’s non-logistics assets;
- **Significant opportunity to unlock value from specialised, experienced, and entrepreneurial manager** – the BBOX Manager will act as sole investment manager to the Combined Group enabling it to benefit from the BBOX Manager’s in-house team of experts who have a proven track record of successfully managing funds across a diverse range of asset classes. The BBOX Manager’s entrepreneurial culture and direct proactive approach to asset management, undertaken in-house, will help to drive value creation in the combined portfolio by creating unique insight, stronger customer relationships, and ensuring opportunities to add value are rigorously pursued;
- **Robust balance sheet with potential financing synergies** – the Combined Group will seek to preserve a robust and conservatively leveraged balance sheet with a reduced loan-to-value ratio of approximately 29 per cent., significant available liquidity, no near-term debt maturities, expected cost of capital benefits and greater financial flexibility around net investment activity, while BBOX’s investment grade credit rating provides the potential for a lower cost of capital for the Combined Group; and
- **Greater share liquidity with more diversified shareholder base** – the Combination would create the fourth largest UK REIT, with a combined EPRA NTA of approximately £4.4 billion, and a more diversified, broader shareholder base with shareholders benefitting from increased share liquidity from enlarged scale and index weightings.

With effect from the Effective Date, the earnings, assets and liabilities of the Combined Group will include the consolidated earnings, assets and liabilities of UKCM.

#### 4. BACKGROUND TO AND REASONS FOR THE UKCM BOARD RECOMMENDATION

##### 4.1. Background on UKCM

UKCM’s strategy is to provide shareholders with an attractive and growing level of income with the potential for capital growth.

UKCM holds a diversified portfolio of property, weighted towards industrial and logistics (61 per cent. of the portfolio value), retail warehouses and supermarkets (14 per cent.), offices (9 per cent.), leisure and hotels (11 per cent.) and student halls (5 per cent.). Whilst sector activity has been impacted by recent economic uncertainty, industrial and logistics, retail warehousing and student halls are sectors that are supported by macroeconomic or demographic trends.

Since IPO in 2007, UKCM’s portfolio has marginally outperformed the MSCI Balanced Portfolios Quarterly Property Index against which it reports (the “**Benchmark Index**”), with an annualised total property return of 4.7 per cent. compared to an annualised total property return of 3.9 per cent. for the Benchmark Index over the same period. On a total accounting return basis (defined as EPRA NTA per share growth plus cumulative dividends per share), UKCM has delivered a return of 4.0 per cent., 3.0 per cent. and 56.0 per cent. over the three, five and ten year periods to 31 December 2023, respectively. In 2023 UKCM delivered 3.0 per cent. EPRA NTA total return and 6.3 per cent. growth in EPRA EPS.

UKCM has a robust and flexible balance sheet with, following disposals post 31 December 2023, a loan-to-value ratio of 15.2 per cent., weighted average cost of drawn debt of 3 per cent. and 98 per cent. of UKCM's debt being at a low fixed rate. All covenants are fully covered.

#### **4.2. Background to and Reasons for the Recommendation**

Over recent years, UKCM's share price has traded at a persistent discount to EPRA NTA. This discount has averaged 21.0 per cent. over the last five years, 26.3 per cent. over the last three years and 33.7 per cent. over the last 12 months, in each case measured to 31 December 2023. The Board of UKCM believes the following factors have contributed to UKCM's persistent trading discount:

- a highly concentrated shareholder register, in particular with Phoenix's 43.4 per cent. shareholding;
- against the background of sector consolidation, the relative lack of scale and relevance of UKCM for UK public market REIT investors; and
- UKCM's relatively low share liquidity for a FTSE 250 constituent.

In addition, UKCM's growth potential has been constrained by its inability, due to its trading discount and shareholder register, to raise new equity capital on attractive terms from the public markets.

In May 2023, the Board of UKCM appointed Rothschild & Co to undertake a strategic review, including of the options to narrow UKCM's share trading discount relative to EPRA NTA. The review considered a range of options for UKCM, both as a standalone company and combinations with other listed groups, with an initial focus on M&A opportunities where UKCM might act as consolidator. The review also formed the framework against which the financial and strategic merits of subsequent proposals were measured.

On 8 November 2023, the Board of UKCM announced it was in discussions with Picton Property Income Limited ("**Picton**") in relation to a possible all-share merger on an EPRA NTA to EPRA NTA basis. UKCM Shareholders would have held approximately two thirds of the combined group.

Whilst the Board of UKCM was in favour of a combination with Picton on the terms proposed, discussions with Picton were terminated following the Board of UKCM receiving confirmation from its largest shareholder, Phoenix, that it was not supportive of the merger.

Following the public announcement described above, the Board of UKCM has received expressions of interest from other listed and private counterparties, including BBOX. Aside from BBOX, no other formal alternative proposal for UKCM has been received from any other third party.

The Combination follows UKCM receiving four proposals from BBOX over a period of negotiation of approximately two months. The Exchange Ratio of 0.444 New BBOX Shares for each UKCM Share represents a very material increase relative to the terms of the initial proposal from BBOX.

The Board of UKCM remains confident in the fundamental strength of UKCM's portfolio, comprising a resilient and reversionary industrial weighted portfolio, a strong balance sheet with low gearing, and recent successful recycling of capital through selected disposals at book value. However, the Board of UKCM also believes that the structural factors and constraints outlined above are likely to persist, in particular the concentrated shareholder register and persistent relatively low levels of liquidity, impacting UKCM's share price and ability to execute on alternative strategic options.

#### **4.3. Strategic and Financial Rationale for the Combination with BBOX**

The Board of UKCM has carefully considered the financial and strategic benefits of the Combination with BBOX. In particular, the Board of UKCM has considered the following benefits of the Combination:

- As an all-share Combination, UKCM Shareholders are not crystallising an offer in cash at a discount to EPRA NTA per UKCM Share, but instead will continue to benefit from the opportunity, benefits and risks of share ownership in the Combined Group;
- The Exchange Ratio of 0.444 New BBOX Shares per UKCM Share held will result in UKCM Shareholders owning approximately 23.3 per cent. of the issued share capital of the Combined Group, regardless of the BBOX Share price on any one day. This ownership percentage

represents UKCM's share of the Combined Group's EPRA NTA. This means that, before the costs of the proposed Combination, UKCM shareholders will hold the equivalent 31 December 2023 EPRA NTA in the Combined Group as UKCM's 31 December 2023 EPRA NTA, being approximately 78.7 pence per UKCM share, meaning UKCM shareholders are suffering no loss or dilution of fundamental EPRA NTA per share from the Combination;

- BBOX, like UKCM, benefits from a low cost and predominantly fixed rate debt structure, which has significant mark-to-market value which is not included in the EPRA NTA measure. The mark-to-market value of fixed rate debt is greater for BBOX as a proportion of its Net Asset Value, than for UKCM as a proportion of its own Net Asset Value, which is favourable for UKCM Shareholders given the Exchange Ratio is based on EPRA NTA;
- Notwithstanding the fluctuation in the BBOX Share price since 9 February 2024 (being the day of the commencement of the Offer Period), the Combined Group is expected to benefit from an improvement in long-term share price rating relative to EPRA NTA, versus UKCM standalone, as evidenced by BBOX having traded, on average, at a stronger share price to EPRA NTA ratio than UKCM by +15 ppts. over the last five years, +19 ppts. over the last three years and +10 ppts. over 12 months (each period being to 31 December 2023). The UKCM Recommending Directors' view is that this has in part been driven by BBOX's superior total accounting returns over similar time periods;
- The Combination represents a share price premium of 10.8 per cent. to the undisturbed Closing Price of a UKCM Share on 9 February 2024 (being the day of the commencement of the Offer Period);
- A significant increase in scale, becoming the fourth largest UK REIT with a combined portfolio value of £6.3 billion and EPRA NTA of £4.4 billion. Further, this increased scale is expected to improve overall share liquidity for UKCM Shareholders from a higher free-float and a more diverse shareholder base;
- An immediate, significant increase in earnings per share for UKCM Shareholders together with a covered dividend;
- A saving in annual running costs for the Combined Group are expected, with synergies of approximately £4.0 million per annum to be realised principally through BBOX's lower management fee and removal of duplicate corporate and administrative costs, as outlined in the Quantified Financial Benefits Statement set out in this document;
- BBOX's land bank and development capability provide a differentiated source of income growth and development profit in attractive sub-markets, supporting further earnings enhancement alongside the embedded rental reversion present in both portfolios;
- BBOX's confirmation of its intention to pay a well-covered full year 2024 dividend which is to be not less than the full year 2023 equivalent UKCM dividend; and
- The support of UKCM's two largest shareholders, Phoenix and Investec, who together have given support representing 56.5 per cent. of UKCM's issued ordinary share capital as at the Latest Practicable Date.

#### **4.4. Other Considerations**

In reaching their recommendation, the UKCM Recommending Directors have also considered that an investment in the Combined Group will differ from an investment in UKCM, given the Combined Group will (i) primarily be exposed to the performance, opportunities and risks of a significantly higher weighting towards the industrial and logistics sector with a more concentrated tenant base; (ii) have higher leverage than UKCM; and (iii) have a higher exposure to logistics development than UKCM's current overall development exposure. However, in reaching their recommendation, the UKCM Recommending Directors also noted that, amongst other things:

- The combined portfolio will have strong fundamentals including a weighted average unexpired lease term of 10.5 years, mix of rental review types with 42 per cent. index-linked, significant embedded reversion and a high-quality tenant base. Further, BBOX has achieved a 100 per cent. rent collection in the period from IPO to 31 December 2023;

- Although the Combined Group's gearing is expected to be higher than UKCM's current gearing levels, BBOX's leverage remains in line with key peers and the staggered nature of its debt maturities is expected to help mitigate interest rate risks; and
- BBOX's development platform provides an additional source of future growth, with a high-quality, specialist, in-house development team with a proven track record.

Accordingly, taking into account the factors set out above, the UKCM Recommending Directors recommend unanimously that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that UKCM Shareholders vote in favour of the Resolution at the General Meeting (or, if implemented by a Takeover Offer, accept such Takeover Offer), as the UKCM Recommending Directors have irrevocably undertaken to do in respect of their own beneficial holdings (and holdings that they otherwise control) of 427,666 UKCM Shares, in aggregate, representing approximately 0.03 per cent. of the issued ordinary share capital of UKCM as at the Latest Practicable Date.

The opinion reflects the views of the UKCM Recommending Directors, which are not shared by the UKCM Dissenting Director and for which the UKCM Dissenting Director is not responsible. The UKCM Dissenting Director's opinion is set out in paragraph 5 of this Part 1.

## **5. UKCM DISSENTING DIRECTOR'S STATEMENT**

Mr Pereira Gray, the Chairman of UKCM, is not recommending the Combination to UKCM Shareholders, though given the support of UKCM's two largest shareholders, he accepts that the proposed Combination should be put to UKCM Shareholders.

In arriving at his dissenting view, he has considered the following matters, amongst others.

Mr Pereira Gray believes that there is an ongoing role in the UK REIT landscape for diversified, low geared, listed UK real estate exposure for investors in companies such as UKCM, possibly increased in scale by means of a combination with another UK REIT.

Mr Pereira Gray recognises the merits of the Combination as described elsewhere in this document but does not consider that the Combination makes for a compelling strategic rationale for UKCM Shareholders given the different investment strategies and asset make-up of the two businesses. BBOX employs a single-sector specialist "Big Box" property investment strategy with a higher proportion of long index-linked and fixed rental uplift leases, a significant development programme, and a higher level of gearing than UKCM. Whilst recognising that industrial property is an attractive property market sector today, Mr Pereira Gray values the flexibility provided by a diversified investment strategy and does not believe that shares in UKCM and shares in BBOX will perform similarly for shareholders over time.

Mr Pereira Gray acknowledges that UKCM's market capitalisation has shown a persistent discount to Net Asset Value in recent years. The strong rising trend of the last six months has, however, led to UKCM delivering the second highest share price total return within the Listed Property Sector over the last 12 months. UKCM now offers a narrower than average discount to underlying Net Asset Value relative to its Listed Property Sector peers, and Mr Pereira Gray wishes to continue to promote the merits of the Company to investors.

The undisturbed share price of UKCM at close of business 8 February 2024, the day after the announcement of the end of year results, and the day before the leak of the dialogue with BBOX was 65.40 pence per share. The current implied merger price (as at the Latest Practicable Date) offers a limited premium over the undisturbed share price on 8 February 2024 in return for giving up control of UKCM. There remains no certainty of the price at which UKCM Shares might actually convert into BBOX Shares given daily volatility in the BBOX Share price.

Mr Pereira Gray believes that other parties would have come forward had there been a more open and comprehensive sales process, and that this could have led to an alternative and potentially improved proposal for UKCM. It is recognised that the two largest shareholders support the Combination, but Mr Pereira Gray does not know that this is the highest price or the best value that could have been achieved for all UKCM Shareholders in other circumstances and given a longer time period.

Mr Pereira Gray believes that an orderly liquidation would generate a higher net return to shareholders than the implied offer price but acknowledges that a merger with BBOX could deliver a higher net present value to UKCM Shareholders over time assuming growth in the value of BBOX's core investment portfolio and possible narrowing of the discount at which the BBOX Shares currently trade.

Mr Pereira Gray recognises the attractions of the proposed merger for larger shareholders but, in the light of his concerns that the Combination has not been sufficiently market tested, he does not, on balance, feel able to recommend the Combination to UKCM Shareholders and will abstain from voting at the Court Meeting and the General Meeting.

The opinion above reflects the views of the UKCM Dissenting Director, which are not shared by the UKCM Recommending Directors and for which the UKCM Recommending Directors are not responsible.

## **6. QUANTIFIED FINANCIAL BENEFITS STATEMENT**

The BBOX Directors, having reviewed and analysed the potential cost savings of the Combined Group, as well as taking into account factors they can influence, believe the Combined Group can deliver shareholder value through the expected realisation of approximately £4.0 million of pre-tax recurring cost synergies. The cost synergies are expected to be realised principally from:

- investment management fees: unification of investment management services under the BBOX Manager, delivering an expected £2.6 million of cost synergies per annum derived from lower investment management fees charged on the UKCM EPRA NTA; and
- corporate and administrative costs: de-duplication and rationalisation of duplicated listing, administration, and operational expenses delivering an estimated £1.4 million of cost synergies per annum.

The identified cost savings are contingent on the completion of the Combination and would not be achieved independently. The estimated cost synergies referred to above reflect both the beneficial elements and the relevant costs.

The UKCM Manager has agreed to waive the early termination payment of £6.7 million which would be contractually payable by UKCM on completion of the Combination as a result of the UKCM IMA being agreed to be terminated at such time under the UKCM IMA Termination Agreement. The BBOX Directors have considered other recurring or one-off costs in connection with realising the expected cost synergies and have reflected these in the expected recurring cost synergy figure.

Potential areas of dis-synergy have been considered by the BBOX Directors and are reflected in the analysis.

These statements relating to estimated investment management fee savings and other identified cost savings relate to future actions or circumstances which by their nature involve risks, uncertainties and contingencies. As a consequence, the identified synergies and estimated savings referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. Further information on the bases of belief supporting the Quantified Financial Benefits Statement, including the principal assumptions and sources of information, is set out in Part 8 of this document. The BBOX Directors have confirmed that the Quantified Financial Benefits Statement remains valid. BDO and Jefferies, in their respective capacities as reporting accountant and financial adviser to BBOX, have also confirmed that the reports they respectively produced in connection with the Quantified Financial Benefits Statement continue to apply as required by Rule 27.2(d) of the Code. Copies of their respective reports are included in Appendix 4 of the Announcement.

## **7. IRREVOCABLE UNDERTAKINGS AND LETTER OF INTENT**

The BBOX Directors have irrevocably undertaken to vote in favour of the resolutions to be proposed at the BBOX General Meeting in respect of their own beneficial holdings totalling 390,170 BBOX Shares, representing, in aggregate, approximately 0.02 per cent. of BBOX's issued ordinary share capital as at the Latest Practicable Date.



The UKCM Recommending Directors have irrevocably undertaken to vote in favour of the Scheme (or, if implemented by a Takeover Offer, to accept such Takeover Offer) in respect of their own beneficial holdings (and holdings that they otherwise control) totalling 427,666 UKCM Shares, representing, in aggregate, approximately 0.03 per cent. of UKCM's issued ordinary share capital as at the Latest Practicable Date.

In addition to the irrevocable undertakings received from the UKCM Recommending Directors, BBOX has received an irrevocable undertaking from Phoenix to vote in favour of the Combination if it is implemented by way of the Scheme or, if implemented by way of a Takeover Offer, to accept such Takeover Offer, in respect of 563,773,465 UKCM Shares, representing approximately 43.4 per cent. of UKCM's total issued ordinary share capital as at the Latest Practicable Date.

BBOX has also received a non-binding letter of intent from Investec to vote in favour of the Combination if it is implemented by way of the Scheme or, if implemented by way of a Takeover Offer, to accept such Takeover Offer, in respect of 170,000,000 UKCM Shares representing approximately 13.1 per cent. of UKCM's total issued ordinary share capital as at the Latest Practicable Date.

In total, therefore, BBOX has received irrevocable undertakings and a letter of intent representing, in aggregate, approximately 56.5 per cent. of the issued ordinary share capital of UKCM as at the Latest Practicable Date.

Further details of these irrevocable undertakings (including the circumstances in which they will lapse) and letter of intent are set out in paragraph 4 of Part 7 of this document.

## 8. OTHER ARRANGEMENTS

The UKCM Board understands that abrtn plc and its subsidiaries (the "**abrtn Group**") has arrangements in place between it and certain Phoenix group companies for a partial rebate of fees incurred by Phoenix in respect of its investments in certain abrtn-managed vehicles, including UKCM. These arrangements are solely between the abrtn Group and such Phoenix group companies. Should the Combination be implemented, the abrtn Group has confirmed that such rebate arrangements would continue to apply in respect of Phoenix's investment in the Combined Group.

## 9. DIVIDENDS

### *UKCM dividends*

UKCM Shareholders will be entitled to receive, to the extent the Scheme Record Time occurs after the record date in respect of, any UKCM dividend in respect of each of the successive quarterly periods ending after 31 December 2023, provided in each case that such dividend is payable in accordance with UKCM's existing dividend policy, consistent with past practice in relation to the payment of dividends, including as to time and quantum, and UKCM and BBOX have agreed the record date for such dividend (each such dividend a "**UKCM Quarterly Permitted Dividend**").

If, on or after the Announcement Date and on or prior to the Effective Date, UKCM announces, declares, makes or pays: (i) a UKCM Quarterly Permitted Dividend or a UKCM Equalising Dividend (as defined below), and the quantum of such dividend is in excess of the amount which UKCM is entitled to pay to UKCM Shareholders in accordance with this document; or (ii) any other dividend, distribution or form of capital return, BBOX shall be entitled to either:

- (a) adjust the Exchange Ratio by an amount equivalent to all or any part of such excess (in the case of a UKCM Quarterly Permitted Dividend or a UKCM Equalising Dividend (as relevant)) or by the amount of all or part of any such other dividend, distribution or form of capital return, in which case references to the Exchange Ratio will be deemed to be a reference to the Exchange Ratio as so adjusted; or
- (b) pay an equalising dividend to BBOX Shareholders so as to reflect the value attributable to all or any part of such excess (in the case of a UKCM Quarterly Permitted Dividend or a UKCM Equalising Dividend (as relevant)) or the amount of all or part of any such other dividend, distribution or form of capital return (a "**BBOX Equalising Dividend**"), without any consequential change to the Exchange Ratio.

### **BBOX dividends**

BBOX Shareholders will be entitled to receive, to the extent the Scheme Record Time occurs after the record date in respect of, any BBOX dividend in respect of each of the successive quarterly periods ending after 31 December 2023, provided in each case that such dividend is payable in accordance with BBOX's existing dividend policy, consistent with past practice in relation to the payment of dividends, including as to time and quantum, and BBOX and UKCM have agreed the record date for such dividend (each such dividend a "**BBOX Quarterly Permitted Dividend**").

If, on or after the Announcement Date and on or prior to the Effective Date, BBOX announces, declares, makes or pays: (i) a BBOX Quarterly Permitted Dividend or a BBOX Equalising Dividend, and the quantum of such dividend is in excess of the amount which BBOX is entitled to pay to BBOX Shareholders in accordance with this document; or (ii) any other dividend, distribution or form of capital return, UKCM shall be entitled to either:

- (a) adjust the Exchange Ratio by an amount equivalent to all or any part of such excess (in the case of a BBOX Quarterly Permitted Dividend or a BBOX Equalising Dividend (as relevant)) or by the amount of all or part of any such other dividend, distribution or form of capital return, in which case references to the Exchange Ratio will be deemed to be a reference to the Exchange Ratio as so adjusted; or
- (b) pay an equalising dividend to UKCM Shareholders so as to reflect the value attributable to all or any part of such excess (in the case of a BBOX Quarterly Permitted Dividend or a BBOX Equalising Dividend (as relevant)) or the amount of all or part of any such other dividend, distribution or form of capital return (a "**UKCM Equalising Dividend**"), without any consequential change to the Exchange Ratio.

Any exercise of rights referred to in this paragraph 9 shall be the subject of an announcement through a Regulatory Information Service and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Combination.

### **The Combined Group**

Following the completion of the Combination, the Combined Group would continue to pursue BBOX's strategy of delivering sustainable income and capital growth, expected to result in attractive performance through the economic cycle that underpins a predictable and progressive dividend. BBOX's dividend policy is for the three quarterly dividends to each represent 25 per cent. of the previous full year dividend. BBOX then uses the fourth quarter dividend to determine any progression and achieve an overall pay-out ratio in excess of 90 per cent. of adjusted earnings (being the metric consistently used by BBOX).

In line with this policy, BBOX expects that for the financial year ending 31 December 2024 and based on the Exchange Ratio, UKCM Shareholders should receive, following completion of the Combination, at least the same income from aggregate dividends in respect of the Combined Group as they received in aggregate dividends for UKCM's financial year ended 31 December 2023, being not less than 3.40 pence per UKCM Share, provided that there are sufficient adjusted earnings generated during this period by the Combined Group for dividends to be covered at this level.

The New BBOX Shares will be issued credited as fully paid-up and will rank *pari passu* in all respects with the BBOX Shares in issue at that time, including the right to receive and retain dividends and other distributions (if any) announced, declared, made or paid by reference to a record date on or after the Effective Date (save, for the avoidance of doubt, any BBOX Quarterly Permitted Dividend and any BBOX Equalising Dividend). Accordingly, based on the expected timetable for the Scheme to become Effective, Scheme Shareholders who retain their New BBOX Shares following completion of the Combination would receive the BBOX first quarterly interim dividend in respect of the Combined Group for the quarterly period January to March 2024, which is expected to be paid in May/June 2024.

## **10. CURRENT TRADING AND PROSPECTS OF UKCM**

For details of UKCM's current trading and prospects, please refer to the announcement of UKCM's unaudited NAV as at 31 December 2023 dated 7 February 2024, a link to which can be found in paragraph 1 of Part 5 of this document.

## **11. CURRENT TRADING AND PROSPECTS OF BBOX**

For details of BBOX's current trading and prospects, please refer to BBOX's annual report and accounts for the year ended 31 December 2023 published on 2 April 2024, a link to which can be found in paragraph 2 of Part 5 of this document.

## **12. BBOX'S INTENTIONS FOR THE COMBINED GROUP**

### ***Property strategy***

With effect from the completion of the Combination, the BBOX Manager will provide investment management, administrative and advisory services to the Combined Group. BBOX expects to continue BBOX's stated strategy and invest in high-quality industrial and logistics assets. As part of this strategy BBOX will, over the short to medium term, actively manage the non-logistics assets including retail parks, supermarkets, student accommodation and offices and seek to recycle capital through disposals, with the recycled capital being invested in BBOX's high-quality and accretive development pipeline. The timing and phasing of such disposals will be based upon prevailing market conditions and the required asset optimisation (which will necessarily be individual asset specific) of any such disposals, however BBOX's current expectation is that it will have substantially exited this entire portfolio within approximately 24 months of completion of the Combination.

### ***Board composition and governance arrangements***

BBOX intends to de-list UKCM immediately following the Effective Date. Consequently, UKCM will not require listed company governance structures and, accordingly, it is intended that each of the UKCM Directors will step down from the Board of UKCM and its subsidiaries (as applicable) upon the Effective Date.

### ***Employees, fixed assets, research and development***

As UKCM is an externally-managed UK REIT, UKCM does not have any employees and therefore does not operate any pension schemes, nor does it have any arrangements in place for any employee involvement in its capital.

UKCM has no place of business, fixed assets (other than its property portfolio), research and development function or headquarters.

### ***Investment management arrangements***

The BBOX Manager, which provides investment management services to BBOX, will provide such services to the Combined Group. Accordingly, on completion of the Combination, the UKCM IMA between UKCM and the UKCM Manager (among others) will be terminated. The UKCM Manager has agreed to waive the early termination payment of £6.7 million which would be contractually payable by UKCM on completion of the Combination as a result of the UKCM IMA being agreed to be terminated at such time.

As a result of the termination of the UKCM IMA, upon completion of the Combination, certain persons employed by the UKCM Manager (or one of its group companies), who are wholly or mainly assigned to provide services to UKCM (the "**Employees**"), would, under TUPE, transfer their employment to the BBOX Manager. The BBOX Manager and the UKCM Manager intend to cooperate on the employee consultation process required in relation to the Employees.

The arrangements relating to the termination of the UKCM IMA and certain provisions relating to the Employees are provided for in the UKCM IMA Termination Agreement. The key terms of the UKCM IMA Termination Agreement are described in paragraph 9 of Part 7 of this document.

### ***Investment management fees***

The fee payable to the BBOX Manager for the provision of investment management services to the Combined Group following completion of the Combination is set out in the BBOX IMA. Such fee will be payable in cash by the Combined Group each quarter and is calculated based on a percentage of the Combined Group's EPRA NTA disregarding cash or cash equivalents held. The fee is payable quarterly in arrears and the BBOX Manager is obliged to apply 25 per cent. of the fee in the subscription or acquisition (as applicable) of BBOX Shares. If the Combined Group buys or sells any assets after the date at which the relevant EPRA NTA is calculated, the EPRA NTA is adjusted *pro rata* for the net purchase or sale price, less any third-party debt drawn or repaid whilst remaining capped at EPRA NTA.

The relevant investment management fee percentage for the Combined Group (in each instance applied to EPRA NTA disregarding cash and cash equivalents) will be 0.7 per cent. up to and including £2 billion, 0.6 per cent. above £2 billion and up to and including £3 billion, 0.5 per cent. above £3 billion and up to and including £3.5 billion and 0.4 per cent. above £3.5 billion. The basis and calculation of the investment management fee is in line with the existing BBOX fee structure.

### ***Listing and registered office***

Following the Effective Date, BBOX will remain listed on the Official List and admitted to trading on the Main Market. The registered office of BBOX will remain in London.

### ***UK REIT status***

Both BBOX and UKCM fall within the UK REIT regime and benefit from the tax efficiencies provided by that regime. The Combined Group is expected to fall within the UK REIT regime and the relevant tax measures will continue to apply to the Combined Group.

### ***Trading facilities***

It is intended that dealings in, and registration of transfers of, UKCM Shares (other than the registration of the transfer of the Scheme Shares to BBOX pursuant to the Scheme) will be suspended shortly before the Effective Date at a time to be set out in the Scheme Document. It is further intended that applications will be made to the London Stock Exchange to cancel trading in the UKCM Shares on the Main Market, and to the FCA to cancel the listing of the UKCM Shares on the Official List, in each case with effect from or shortly following the Effective Date. Further details about the de-listing and cancellation of trading of the UKCM Shares can be found in paragraph 16 of this Part 1.

No statement in this paragraph 12 is a “post-offer undertaking” for the purposes of Rule 19.5 of the Code.

## **13. STRUCTURE OF THE COMBINATION**

It is intended that the Combination will be implemented by means of a Court-sanctioned scheme of arrangement between UKCM and the Scheme Shareholders under Part VIII of the Companies Law of Guernsey, further details of which are set out in paragraph 11 of Part 2 of this document, however, BBOX reserves the right to elect to implement the Combination by way of a Takeover Offer (subject to Panel consent, where necessary).

To become Effective, the Scheme requires, among other things, the approval of Scheme Shareholders at the Court Meeting convened for 10.00 a.m. on 2 May 2024. In addition, the Scheme involves an application by UKCM to the Court to sanction the Scheme and requires the sanction of the Court to become Effective.

The purpose of the Scheme is to enable BBOX to become the owner of the entire issued and to be issued ordinary share capital of UKCM. To achieve this, it is proposed that all Scheme Shares will be transferred to BBOX in consideration for which the Scheme Shareholders whose names appear on the register of members of UKCM at the Scheme Record Time will be entitled (subject to certain terms and conditions) to receive New BBOX Shares on the basis set out in paragraph 2 above.

Any Scheme Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. The Resolution is being proposed at the General Meeting to, amongst other matters, seek approval for an amendment to the UKCM Articles to incorporate provisions requiring any UKCM Shares issued after the Scheme Record Time (other than to BBOX or its nominee(s)) to be automatically transferred to BBOX (or its nominee(s)) on the same terms as the Scheme (other than terms as to timings and formalities). The provisions of the UKCM Articles (as amended) will avoid any person (other than BBOX or its nominee(s)) holding UKCM Shares after the Effective Date.

The implementation of the Scheme is subject to the Conditions and certain further terms set out in Part 4 of this document. In particular, if the Scheme does not become Effective on or before 11.59 p.m. on the Long Stop Date (or such later time and date as BBOX and UKCM may agree, with the consent of the Panel and, if required, the permission of the Court), it will lapse and the Combination will not proceed.

The Scheme will become Effective on the date prescribed in the Court Order. Upon the Scheme becoming Effective, it will be binding on UKCM and all Scheme Shareholders, including those Scheme Shareholders who did not attend or vote (or procure a vote) at the Court Meeting and/or the General Meeting or who voted (or procured a vote) against the Scheme at the Court Meeting and/or against the Resolution at the General Meeting, and share certificates in respect of Scheme Shares will cease to be valid and entitlements to Scheme Shares held within the CREST system will be cancelled.

#### **14. BBOX SHAREHOLDER APPROVAL**

The Combination constitutes a Class 1 transaction for BBOX for the purposes of the Listing Rules. Accordingly, BBOX will be required to seek the approval of the BBOX Shareholders for the Combination at the BBOX General Meeting. The Combination is conditional on, among other things, the BBOX Resolution being passed by the requisite majority of BBOX Shareholders at the BBOX General Meeting.

Pursuant to the Listing Rules, BBOX is required to send to its shareholders an explanatory circular summarising the background to and the reasons for the Combination. BBOX is also required to publish a prospectus in connection with the issue of the New BBOX Shares. Accordingly, BBOX will shortly publish a combined circular and a prospectus (the “**Combined Circular and Prospectus**”) in connection with the Combination which contains (i) a notice convening the BBOX General Meeting at which the BBOX Shareholders’ approval of the BBOX Resolution will be sought; and (ii) information relating to, amongst other things, the Combined Group and the New BBOX Shares.

The Combined Circular and Prospectus can be viewed (subject to any restrictions on its use or distribution set out therein) on UKCM’s and BBOX’s websites, details of which are set out in paragraph 16 of Part 7 of this document. UKCM and BBOX urge UKCM Shareholders to read this document and the Combined Circular and Prospectus (subject to any restrictions on its use or distribution set out therein) carefully, as each will contain important information relating to the Combination and, in respect of the Combined Circular and Prospectus, important information relating to the New BBOX Shares. Any vote or decision in respect of, or other response to, the Combination (or the Scheme, if applicable) should only be made on the basis of the information contained in this document and the Combined Circular and Prospectus.

The particular attention of UKCM Shareholders is drawn to the section entitled “Risk Factors” of the Combined Circular and Prospectus. A number of factors can, or will, affect the operating results, financial condition and prospects of the BBOX Group and, following the Effective Date, the Combined Group. The “Risk Factors” section of the Combined Circular and Prospectus describes the risk factors considered by the BBOX Directors to be material in relation to the BBOX Group and these risks will, following the Effective Date, be equally relevant to the Combined Group (and, therefore, to UKCM Shareholders). These risk factors should not be regarded as a complete and comprehensive statement of all potential risks and uncertainties relevant to the BBOX Group and, following the Effective Date, the Combined Group. Additional risks and uncertainties that are not presently known to the BBOX Directors, or which they deem immaterial, may also have an adverse effect on the operating results, financial condition or prospects of the BBOX Group and, following the Effective Date, the Combined Group. If any such risks were to materialise, the price of BBOX Shares could decline as a consequence.

#### **15. THE NEW BBOX SHARES**

The New BBOX Shares will be issued in registered form and will be capable of being held in certificated and uncertificated form. The New BBOX Shares will be issued credited as fully paid-up and will rank *pari passu* in all respects with the existing BBOX Shares in issue at that time, including the right to receive and retain dividends and other distributions (if any) announced, declared, made or paid by reference to a record date falling on or after the Effective Date (save, for the avoidance of doubt, any BBOX Quarterly Permitted Dividend and any BBOX Equalising Dividend).

Further details of the rights attaching to the New BBOX Shares are set out in paragraph 6 of Part 7 of this document.

Prior to the Scheme becoming Effective, applications will be made to: (a) the FCA for the New BBOX Shares to be admitted to the premium listing segment of the Official List; and (b) the London Stock Exchange for the New BBOX Shares to be admitted to trading on the Main Market.

It is expected that the New BBOX Shares will be admitted to trading on the Main Market at or shortly after 8.00 a.m. on the first Business Day following the Effective Date (currently expected to be 17 May 2024) and dealings for normal settlement in the New BBOX Shares will commence at or shortly after that time.

No application has been made or is currently intended to be made by BBOX for the New BBOX Shares to be admitted to listing or trading on any other exchange.

## **16. CANCELLATION OF LISTING OF, AND TRADING IN, UKCM SHARES**

The last day of dealings in, and for registration of transfers of, UKCM Shares is expected to be the last Business Day prior to the date of the Sanction Hearing (currently expected to be 15 May 2024). UKCM Shares will be disabled in CREST from 6.00 p.m. on such date. It is intended that the London Stock Exchange and the FCA will be requested respectively to cancel trading in UKCM Shares on the Main Market and to remove the listing of the UKCM Shares from the Official List, in each case by no later than 8.00 a.m. on the first Business Day following the Effective Date (currently expected to be 17 May 2024).

## **17. TAXATION**

Your attention is drawn to Part 6 of this document which contains a summary of limited aspects of the UK and Guernsey taxation regimes applicable to the Combination. This summary is intended as a general guide only, does not constitute tax advice and does not purport to be a complete analysis of all potential UK or Guernsey tax consequences of the Combination. 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 or Guernsey, you should consult an appropriate independent professional tax adviser.

## **18. ACTIONS TO BE TAKEN**

Your attention is drawn to pages 12 to 15 and paragraph 18 of Part 2 of this document, which provide information on the actions that UKCM Shareholders are being asked to take in relation to the Combination and the Scheme. These pages should be read in conjunction with the rest of this document, the accompanying Forms of Proxy, any document incorporated by reference and the Combined Circular and Prospectus (subject to any restrictions on its use or distribution as set out therein).

Notices convening the Court Meeting and the General Meeting are set out in Parts 12 and 13 of this document respectively.

**IT IS IMPORTANT, FOR THE COURT MEETING IN PARTICULAR, THAT AS MANY SCHEME SHAREHOLDERS AS POSSIBLE ATTEND AND CAST THEIR VOTES (WHETHER IN PERSON OR BY PROXY) SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF SCHEME SHAREHOLDER OPINION. YOU ARE THEREFORE STRONGLY ENCOURAGED TO SIGN AND RETURN YOUR FORMS OF PROXY OR TO APPOINT A PROXY ELECTRONICALLY EITHER THROUGH THE SHARE PORTAL SERVICE OR THROUGH CREST AS SOON AS POSSIBLE.**

Details of a helpline to assist UKCM Shareholders who have questions relating to this document or the completion and return of the Forms of Proxy or CREST Proxy Instructions are set out on page 15 of this document. All calls to the helpline may be recorded and monitored for security and training purposes. Please note that, for legal reasons, the helpline cannot provide advice on the merits of the Combination or give any legal, tax or financial advice.

## **19. OVERSEAS SHAREHOLDERS**

The attention of Overseas Shareholders is drawn to paragraph 14 of Part 2 of this document.

## **20. FURTHER INFORMATION**

Further information in relation to the Scheme and the Combination is set out in the explanatory statement in Part 2 of this document and the full Scheme is set out in Part 3 of this document.

**You are advised to read the whole of this document and not just rely on the summary information contained in this letter.**

## **21. RECOMMENDATION**

The UKCM Recommending Directors, who have been so advised by Rothschild & Co as to the financial terms of the Combination, consider the terms of the Combination to be fair and reasonable. In providing its advice to the UKCM Directors, Rothschild & Co has taken into consideration the commercial assessments of the UKCM Directors. Rothschild & Co is providing independent financial advice to the UKCM Directors for the purposes of Rule 3 of the Code.

**Accordingly, taking into account the factors set out in paragraph 4 of this Part 1, the UKCM Recommending Directors unanimously recommend that all Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that all UKCM Shareholders vote in favour of the Resolution at the General Meeting (or, in the event that the Combination is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer), as the UKCM Recommending Directors have irrevocably undertaken to do so in respect of their own beneficial holdings (and holdings that they otherwise control) totalling in aggregate 427,666 UKCM Shares, representing approximately 0.03 per cent. of the issued ordinary share capital of UKCM as at the Latest Practicable Date.**

Yours faithfully

**Margaret Littlejohns**  
*Senior Independent Director*

## PART 2

### EXPLANATORY STATEMENT

*(Explanatory statement in compliance with section 108 of Part VIII of the Companies Law of Guernsey)*



New Court  
St Swithin's Lane  
London  
EC4N 8AL

9 April 2024

To UKCM Shareholders,

**Recommended all-share combination of  
UK Commercial Property REIT Limited and Tritax Big Box REIT plc  
to be effected by means of a Court-sanctioned scheme of arrangement  
under Part VIII of the Companies (Guernsey) Law, 2008 (as amended)**

#### 1. INTRODUCTION

On 21 March 2024, it was announced that the boards of UKCM and BBOX had reached agreement regarding the terms of a recommended all-share combination of UKCM and BBOX pursuant to which BBOX will acquire the entire issued and to be issued ordinary share capital of UKCM.

**Your attention is drawn to the letter from the Senior Independent Director of UKCM set out in Part 1 of this document, which forms part of this explanatory statement. That letter explains, amongst other things, the background to and reasons for the Combination and why the UKCM Recommending Directors, who have been so advised by Rothschild & Co as to the financial terms of the Combination, consider the terms of the Combination to be fair and reasonable. In providing its advice to the UKCM Directors, Rothschild & Co has taken into consideration the commercial assessments of the UKCM Directors. Rothschild & Co is providing independent financial advice to the UKCM Directors for the purposes of Rule 3 of the Code.**

**The UKCM Recommending Directors recommend that all Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that all UKCM Shareholders vote in favour of the Resolution at the General Meeting (or, in the event that the Combination is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer), as the UKCM Recommending Directors who hold or are beneficially entitled to UKCM Shares have irrevocably undertaken to do so in respect of their own beneficial holdings (and holdings that they otherwise control) totalling in aggregate 427,666 UKCM Shares, representing approximately 0.03 per cent. of the issued share capital of UKCM as at the Latest Practicable Date.**

In providing its advice, Rothschild & Co is advising the UKCM Board in relation to the Combination and is not acting for any UKCM Director in his/her personal capacity nor for any UKCM Shareholder in relation to the Combination. Rothschild & Co will not be responsible to any such person for providing the protections afforded to its clients or for advising any such person in relation to the Combination. In particular, Rothschild & Co will not owe any duties or responsibilities to any particular UKCM Shareholder concerning the Combination.

Rothschild & Co has been authorised by the UKCM Board to write to UKCM Shareholders to explain the terms of the Combination and the Scheme and to provide UKCM Shareholders with other relevant information.

The UKCM Dissenting Director is not recommending the Combination to UKCM Shareholders and he intends to abstain from voting on the Scheme at the Court Meeting and on the Resolution at the General Meeting in respect of his holdings or beneficial holdings of UKCM Shares.



This explanatory statement contains a summary of the provisions of the Scheme. The terms of the Scheme are set out in full in Part 3 of this document. Your attention is also drawn to the Conditions and further terms of the Combination set out in Part 4 of this document and to the further information set out in the other parts of this document which all form part of this explanatory statement.

Your attention is also drawn to the Combined Circular and Prospectus (subject to any restrictions on its use or distribution set out therein) which contains further information on BBOX and the New BBOX Shares to be issued in connection with the Combination. A copy of the Combined Circular and Prospectus can be viewed (subject to any restrictions on its use or distribution set out therein) on UKCM's website at [www.ukcpreit.com/en-gb/merger](http://www.ukcpreit.com/en-gb/merger), and on BBOX's website at [www.tritaxbigbox.co.uk/investors/shareholder-information/possible-all-share-offer-for-ukcm/](http://www.tritaxbigbox.co.uk/investors/shareholder-information/possible-all-share-offer-for-ukcm/), and a hard copy can be requested, subject to applicable securities law, by contacting Computershare, whose contact details are on page 15 of this document.

**You should read the whole of this document before deciding whether or not to vote, or procure a vote, in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting.**

## **2. SUMMARY OF THE TERMS OF THE COMBINATION**

Under the terms of the Combination, which is subject to the Conditions and certain further terms set out in Part 4 of this document, Scheme Shareholders will be entitled to receive:

### **0.444 New BBOX Shares for each Scheme Share**

The Exchange Ratio is on an EPRA NTA for EPRA NTA basis with reference to BBOX's 31 December 2023 EPRA NTA of 177.2 pence per share and UKCM's 31 December 2023 EPRA NTA of 78.7 pence per share.

Following completion of the Combination, UKCM Shareholders will own approximately 23.3 per cent. and Existing BBOX Shareholders will own approximately 76.7 per cent. of the issued share capital of the Combined Group.

On the basis of BBOX's Closing Price of 160.2 pence per BBOX Share on 9 February 2024 (being the day of the commencement of the Offer Period), the Combination implies a value of 71.1 pence per UKCM Share and approximately £924 million for the entire issued and to be issued ordinary share capital of UKCM which represents:

- a premium of 10.8 per cent. to the UKCM undisturbed Closing Price of 64.2 pence per UKCM Share on 9 February 2024 (being the day of the commencement of the Offer Period); and
- a premium of 23.0 per cent. to the volume weighted average price of 57.8 pence per UKCM Share for the six month period ended 9 February 2024 (being the day of the commencement of the Offer Period).

It is intended that the Combination will be implemented by means of a Court-sanctioned scheme of arrangement of UKCM under Part VIII of the Companies Law of Guernsey. The Scheme is subject to a number of Conditions and further terms which are set out in Part 4 of this document. Subject to the satisfaction or, where applicable, waiver of the Conditions, it is expected that the Scheme will become Effective in May 2024 (currently expected to be on or around 16 May 2024) with the New BBOX Shares admitted to listing on the premium segment of the Official List and to trading on the Main Market at or shortly after 8.00 a.m. on the first Business Day following the Effective Date (currently expected to be 17 May 2024).

Implementation of the Scheme will require the approval of Scheme Shareholders at the Court Meeting and the approval of the Resolution by UKCM Shareholders at the General Meeting. The Scheme also requires the sanction of the Court. Implementation of the Combination (including the Scheme) also requires the approval of BBOX Shareholders at the BBOX General Meeting.

The Scheme will become Effective on the date prescribed in the Court Order. Once the Scheme becomes Effective, it will be binding on UKCM and all Scheme Shareholders, including those Scheme Shareholders who did not attend or vote (or procure a vote) at the Court Meeting and/or the General

Meeting or who voted (or procured a vote) against the Scheme at the Court Meeting and/or the Resolution at the General Meeting.

The provisions of the Scheme are set out in Part 3 of this document.

### 3. DIVIDENDS

#### ***UKCM dividends***

UKCM Shareholders will be entitled to receive, to the extent the Scheme Record Time occurs after the record date in respect of, any UKCM dividend in respect of each of the successive quarterly periods ending after 31 December 2023, provided in each case that such dividend is payable in accordance with UKCM's existing dividend policy, consistent with past practice in relation to the payment of dividends, including as to time and quantum, and UKCM and BBOX have agreed the record date for such dividend (each such dividend a "**UKCM Quarterly Permitted Dividend**").

If, on or after the Announcement Date and on or prior to the Effective Date, UKCM announces, declares, makes or pays: (i) a UKCM Quarterly Permitted Dividend or a UKCM Equalising Dividend (as defined below), and the quantum of such dividend is in excess of the amount which UKCM is entitled to pay to UKCM Shareholders in accordance with this document; or (ii) any other dividend, distribution or form of capital return, BBOX shall be entitled to either:

- (a) adjust the Exchange Ratio by an amount equivalent to all or any part of such excess (in the case of a UKCM Quarterly Permitted Dividend or a UKCM Equalising Dividend (as relevant)) or by the amount of all or part of any such other dividend, distribution or form of capital return, in which case references to the Exchange Ratio will be deemed to be a reference to the Exchange Ratio as so adjusted; or
- (b) pay an equalising dividend to BBOX Shareholders so as to reflect the value attributable to all or any part of such excess (in the case of a UKCM Quarterly Permitted Dividend or a UKCM Equalising Dividend (as relevant)) or the amount of all or part of any such other dividend, distribution or form of capital return (a "**BBOX Equalising Dividend**"), without any consequential change to the Exchange Ratio.

#### ***BBOX dividends***

BBOX Shareholders will be entitled to receive, to the extent the Scheme Record Time occurs after the record date in respect of, any BBOX dividend in respect of each of the successive quarterly periods ending after 31 December 2023, provided in each case that such dividend is payable in accordance with BBOX's existing dividend policy, consistent with past practice in relation to the payment of dividends, including as to time and quantum, and BBOX and UKCM have agreed the record date for such dividend (each such dividend a "**BBOX Quarterly Permitted Dividend**").

If, on or after the Announcement Date and on or prior to the Effective Date, BBOX announces, declares, makes or pays: (i) a BBOX Quarterly Permitted Dividend or a BBOX Equalising Dividend, and the quantum of such dividend is in excess of the amount which BBOX is entitled to pay to BBOX Shareholders in accordance with this document; or (ii) any other dividend, distribution or form of capital return, UKCM shall be entitled to either:

- (a) adjust the Exchange Ratio by an amount equivalent to all or any part of such excess (in the case of a BBOX Quarterly Permitted Dividend or a BBOX Equalising Dividend (as relevant)) or by the amount of all or part of any such other dividend, distribution or form of capital return, in which case references to the Exchange Ratio will be deemed to be a reference to the Exchange Ratio as so adjusted; or
- (b) pay an equalising dividend to UKCM Shareholders so as to reflect the value attributable to all or any part of such excess (in the case of a BBOX Quarterly Permitted Dividend or a BBOX Equalising Dividend (as relevant)) or the amount of all or part of any such other dividend, distribution or form of capital return (a "**UKCM Equalising Dividend**"), without any consequential change to the Exchange Ratio.

Any exercise of rights referred to in this paragraph 3 shall be the subject of an announcement through a Regulatory Information Service and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Combination.

### **The Combined Group**

Following the completion of the Combination, the Combined Group would continue to pursue BBOX's strategy of delivering sustainable income and capital growth, expected to result in attractive performance through the economic cycle that underpins a predictable and progressive dividend. BBOX's dividend policy is for the three quarterly dividends to each represent 25 per cent. of the previous full year dividend. BBOX then uses the fourth quarter dividend to determine any progression and achieve an overall pay-out ratio in excess of 90 per cent. of adjusted earnings (being the metric consistently used by BBOX).

In line with this policy, BBOX expects that for the financial year ending 31 December 2024 and based on the Exchange Ratio, UKCM Shareholders should receive, following completion of the Combination, at least the same income from aggregate dividends in respect of the Combined Group as they received in aggregate dividends for UKCM's financial year ended 31 December 2023, being not less than 3.40 pence per UKCM Share, provided that there are sufficient adjusted earnings generated during this period by the Combined Group for dividends to be covered at this level.

The New BBOX Shares will be issued credited as fully paid-up and will rank *pari passu* in all respects with the BBOX Shares in issue at that time, including the right to receive and retain dividends and other distributions (if any) announced, declared, made or paid by reference to a record date on or after the Effective Date (save, for the avoidance of doubt, any BBOX Quarterly Permitted Dividend and any BBOX Equalising Dividend). Accordingly, based on the expected timetable for the Scheme to become Effective, Scheme Shareholders who retain their New BBOX Shares following completion of the Combination would receive the BBOX first quarterly interim dividend in respect of the Combined Group for the quarterly period January to March 2024, which is expected to be paid in May/June 2024.

#### **4. CONDITIONS OF THE COMBINATION**

The implementation of the Combination is subject to the Conditions and certain further terms set out in Part 4 of this document. To become Effective, the Combination will require, amongst other things, the following events to occur:

- (a) 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;
- (b) the approval of the Scheme by a majority in number representing 75 per cent. or more in value of votes cast by the Scheme Shareholders (or the relevant class or classes thereof, if applicable) who are on the register of members of UKCM at the Voting Record Time and who are present and vote, whether in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court or, in each case, at any adjournment or postponement of any such meeting;
- (c) the approval of the Resolution by UKCM Shareholders representing at least 75 per cent. of the votes cast by eligible UKCM Shareholders, whether in person or by proxy, at the General Meeting (or any adjournment or postponement thereof) to, amongst other things, amend the UKCM Articles to ensure that, if the Scheme is approved at the Court Meeting, any UKCM Shares issued after the Scheme Record Time will automatically be acquired by BBOX on the same terms as under the Scheme;
- (d) the approval of the BBOX Resolution by BBOX Shareholders representing at least a majority of the votes cast by eligible BBOX Shareholders, whether in person or by proxy, at the BBOX General Meeting (or any adjournment or postponement thereof) to, amongst other things, approve, effect and implement the Combination (including in accordance with the Class 1 requirements under the Listing Rules) and to grant authority to the BBOX Directors to allot the New BBOX Shares;
- (e) (i) the Scheme being sanctioned by the Court without modification or with modification (but subject to any such modification being on terms acceptable to BBOX and UKCM) and (ii) the Sanction Hearing at which the Scheme is sanctioned by the Court being held on or before the 22nd day after the expected date of the Sanction Hearing (or such later date, if any, as BBOX may determine with the agreement of UKCM or with the consent of the Panel and (if required) that the Court may allow); and

- (f) the FCA having acknowledged to BBOX or its agent (and such acknowledgement not having been withdrawn) that the application for admission of the New BBOX Shares to the premium listing segment of the Official List has been approved and (after satisfaction of any conditions to which such approval is expressed to be subject) that admission will become effective as soon as a dealing notice has been issued by the FCA, and the London Stock Exchange having acknowledged to BBOX or its agent (and such acknowledgement not having been withdrawn) that the New BBOX Shares will be admitted to trading on the Main Market.

If the Scheme does not become Effective on or before 11.59 p.m. on the Long Stop Date (or such later date (if any) as may be agreed in writing by BBOX and UKCM (with the Panel's consent and (if required) as the Court may allow), it will lapse and the Combination will not proceed.

The Combination can only become Effective if all Conditions, including those described above, have been satisfied or, if capable of waiver, waived. If any Condition is not capable of being satisfied by the date specified therein, BBOX shall make an announcement through a Regulatory Information Service as soon as practicable and, in any event, by no later than 8.00 a.m. on the first Business Day following the date so specified, stating whether BBOX has invoked that Condition, waived that Condition, or, with the agreement of UKCM, specified a new date by which that Condition must be satisfied.

## **5. BACKGROUND TO AND REASONS FOR THE COMBINATION**

Both the UKCM Board and the BBOX Board believe that the Combination has a compelling strategic and financial rationale. Please refer to paragraphs 3 and 4 of Part 1 of this document, which set out in detail the background to and reasons for the Combination.

## **6. UKCM DISSENTING DIRECTOR'S STATEMENT**

Please refer to paragraph 5 of Part 1 of this document which sets out the dissenting view of the UKCM Dissenting Director in respect of the Combination.

## **7. BBOX'S INTENTIONS FOR UKCM AND THE COMBINED GROUP**

Please refer to paragraph 12 of Part 1 of this document which sets out details of BBOX's intentions for the UKCM Group and the Combined Group if the Scheme becomes Effective.

## **8. QUANTIFIED FINANCIAL BENEFITS STATEMENT**

Please refer to paragraph 6 of Part 1 of this document which contains statements of anticipated cost savings and synergies expected to arise out of the Combination if the Scheme becomes Effective.

For the purposes of Rule 28 of the Code, the Quantified Financial Benefits Statement contained in this document is the responsibility of BBOX and the BBOX Directors.

## **9. INFORMATION RELATING TO UKCM AND BBOX**

### **9.1. Information relating to UKCM**

UKCM is a FTSE 250 UK REIT listed on the premium segment of the Official List. UKCM aims to provide its shareholders with an attractive level of income together with the potential for capital and income growth from investing in a diversified portfolio of high-quality UK commercial properties, weighted towards sectors that benefit from strong underlying structural and societal drivers.

UKCM's portfolio of 37 properties is valued at £1.21 billion with a net initial yield of 5.1 per cent., reversionary yield of 6.3 per cent. and EPRA NTA of £1.0 billion. UKCM has a conservatively leveraged balance sheet with a loan-to-value ratio of 15 per cent. and a weighted cost of drawn debt of 3.0 per cent. (following disposals post 31 December 2023). As at the Latest Practicable Date, UKCM had a market capitalisation of £884.9 million.

UKCM's portfolio comprises assets across a diverse mix of sectors:

- (a) industrial logistics (c.61 per cent. of total GAV; 4.3 per cent. net initial yield and 6.0 per cent. reversionary yield): diverse logistics portfolio comprising mix of multi-let industrial estates and single-let "Big Box" distribution units in strategic locations predominantly throughout the South East and the Midlands;

- (b) alternatives (leisure, hotel and student accommodation) (c.16 per cent. of total GAV; 6.4 per cent. net initial yield and 6.2 per cent. reversionary yield): portfolio of diverse alternative assets including: three cinema-anchored leisure schemes; two purpose built student accommodation assets in Edinburgh and Exeter; and two hotel assets including a Hyatt development scheduled for completion in Q3 2024;
- (c) retail (c. 14 per cent. of total GAV; 6.3 per cent. net initial yield and 6.1 per cent. reversionary yield) portfolio comprising two supermarkets and four retail parks dominated by either bulky goods retailers or convenience and discount operators; and
- (d) offices (c.9 per cent. of total GAV; 6.7 per cent. net initial yield and 9.0 per cent. reversionary yield): portfolio of five generally well-located regional and South East focused office assets.

## **9.2. Information relating to BBOX**

BBOX is a FTSE 250 UK REIT listed on the premium segment of the Official List. BBOX is the largest UK REIT that invests primarily in UK high-quality logistics warehouse assets and controls the largest logistics-focused development land platform in the UK. BBOX is committed to delivering attractive and sustainable returns for shareholders by investing in and actively managing existing built investments and land suitable for logistics development. BBOX focuses on well-located, modern logistics assets, typically let to institutional-grade tenants on long-term leases with upward-only rent reviews and geographic and tenant diversification throughout the UK. BBOX's portfolio is valued at £5.1 billion with an EPRA NTA per share of 177.2 pence. As at the Latest Practicable Date, BBOX had a market capitalisation of £2.9 billion.

In the period from its IPO in December 2013 to the Latest Practicable Date, BBOX has delivered on a total accounting return basis, a return of approximately 146 per cent., a total shareholder return of approximately 140 per cent. and has grown its market capitalisation to £2.9 billion. This has resulted in outperformance versus the FTSE 350 Real Estate index.

## **10. PROPERTY VALUATION REPORTS IN RESPECT OF UKCM AND BBOX**

Property valuation reports in respect of the portfolios of each of UKCM and BBOX, prepared as at 31 December 2023, which have been provided by external valuers (as defined in the RICS Valuation – Global Standards) are included in Parts 9 and 10 of this document. The property valuation reports are reproduced in the Combined Circular and Prospectus.

## **11. THE SCHEME**

### **11.1. Scheme mechanism**

The Scheme is a legal process under the Companies Law of Guernsey and involves an application by UKCM to the Court to sanction the Scheme, the purpose of which is to enable BBOX to become the owner of the entire issued and to be issued ordinary share capital of UKCM. To achieve this, it is proposed that all Scheme Shares will be transferred to BBOX in consideration for which the Scheme Shareholders whose names appear on the register of members of UKCM at the Scheme Record Time will be entitled (subject to certain terms and conditions) to receive New BBOX Shares on the basis set out in paragraph 2 above.

Any UKCM Shares which BBOX or any other member of the Wider BBOX Group (or their respective nominees) may hold or acquire before the Court Meeting (and/or the Scheme Record Time) are not Scheme Shares and therefore neither BBOX nor any other member of the Wider BBOX Group (or their respective nominees) will be a Scheme Shareholder, nor will they be entitled to vote at the Court Meeting in respect of any UKCM Shares held or acquired by them.

After the Scheme Record Time, entitlements to UKCM Shares held within CREST will be cancelled. Once the Scheme becomes Effective, share certificates in respect of Scheme Shares will cease to be valid and every Scheme Shareholder who holds their Scheme Shares in certificated form shall be bound at the request of UKCM to deliver their share certificate(s) to UKCM (or any person appointed by UKCM to receive the same) or to destroy their share certificate(s).

Any UKCM Shares issued before the Scheme Record Time will be subject to the terms of the Scheme.

It is expected that the Scheme will become Effective in May 2024 (the Effective Date is currently expected to be 16 May 2024), subject to the satisfaction or (where relevant) waiver of all the relevant Conditions. The Conditions are set out in full in Part 4 of this document and the provisions of the Scheme are set out in full in Part 3 of this document. The Scheme will become Effective on the date prescribed in the Court Order.

**If the Scheme becomes Effective, it will be binding on UKCM and all Scheme Shareholders including those Scheme Shareholders who did not attend or vote (or procure a vote) at the Court Meeting and/or the General Meeting or who voted (or procured a vote) against the Scheme at the Court Meeting and/or against the Resolution at the General Meeting.**

## **11.2. The Meetings**

Before the Court is asked to sanction the Scheme, the Scheme will require the approval of Scheme Shareholders at the Court Meeting and the passing of the Resolution by UKCM Shareholders at the General Meeting, each of which is to be held at Eventspace, Salisbury House, 114 London Wall, London EC2M 5QD on 2 May 2024.

Notices of the Court Meeting and the General Meeting are set out in Part 12 and Part 13 of this document respectively. Entitlements to attend and vote at the Meetings and the number of votes which may be cast at them will be determined by reference to holdings of UKCM Shares as shown in the register of members of UKCM at the time specified in the notice of the relevant Meeting.

### ***The Court Meeting***

The Court Meeting, which has been convened for 10.00 a.m. on 2 May 2024 at Eventspace, Salisbury House, 114 London Wall, London EC2M 5QD, is being held at the direction of the Court to seek the approval of Scheme Shareholders to 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 at the Voting Record Time. In order for the Scheme to be approved, it must be approved by a majority in number representing 75 per cent. or more in value of votes cast by the Scheme Shareholders (or the relevant class or classes thereof, if applicable) who are present and vote, whether in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court (or, in each case, at any adjournment or postponement of any such meeting).

Due to the length of time anticipated to be required to calculate the result of the poll, the result may not be announced at the Court Meeting. The result of the vote at the Court Meeting will be publicly announced by UKCM via a Regulatory Information Service as soon as practicable after it is known and, in any event, by no later than 8.00 a.m. on the first Business Day following the Court Meeting.

Scheme Shareholders have the right to raise any objections they may have to the Scheme at the Court Meeting.

**It is important, for the Court Meeting in particular, that as many votes as possible are cast (whether in person or by proxy) in order for the Court to be satisfied that there is fair and reasonable representation of Scheme Shareholders' opinion. You are therefore strongly urged to complete, sign and return your Forms of Proxy or to appoint a proxy electronically either through the share portal service or through CREST as soon as possible.**

### ***The General Meeting***

The General Meeting has been convened for 10.15 a.m. on 2 May 2024 (or as soon thereafter as the Court Meeting has concluded or been adjourned or postponed), at Eventspace, Salisbury House, 114 London Wall, London EC2M 5QD, to consider and, if thought fit, pass the Resolution to:

- (a) authorise the UKCM Directors to take all actions as they may consider necessary or appropriate to give effect to the Scheme; and
- (b) approve certain amendments to the UKCM Articles to ensure that, subject to the Scheme becoming Effective, any UKCM Shares issued to any person (other than to BBOX or its

nominee(s)) at or after the Scheme Record Time will be compulsorily acquired by, or to the order of, BBOX, in consideration of (subject to certain terms and conditions) the issue of New BBOX Shares on the same basis as under the Scheme.

The proposed amendments to the UKCM Articles referred to above are set out in full in the notice of the General Meeting in Part 13 of this document.

At the General Meeting, voting will be by way of poll and each UKCM Shareholder present (in person or by proxy) will be entitled to one vote for each UKCM Share held at the Voting Record Time. In order for the Resolution to be passed, it must be approved by votes in favour representing at least 75 per cent. of the votes cast by eligible UKCM Shareholders at the General Meeting.

Due to the length of time anticipated to be required to calculate the result of the poll, the result may not be announced at the General Meeting. The result of the vote at the General Meeting will be publicly announced by UKCM via a Regulatory Information Service as soon as practicable after it is known and, in any event, by no later than 8.00 a.m. on the first Business Day following the General Meeting.

### **11.3. Entitlement to vote at the Meetings**

Each Scheme Shareholder who is entered in UKCM's register of members at the Voting Record Time will be entitled to attend, speak and vote at the Court Meeting. Each UKCM Shareholder who is entered in UKCM's register of members at the Voting Record Time will be entitled to attend, speak and vote at the General Meeting. If either Meeting is adjourned or postponed only those Scheme Shareholders or UKCM Shareholders (as the case may be) on the register of members at 6.00 p.m. two Business Days before the date set for the adjourned or postponed Meeting(s) will be entitled to attend, speak and vote.

UKCM Shareholders are entitled to appoint a proxy or proxies to attend, speak and vote instead of them. A proxy need not be a UKCM Shareholder. The appointment of a proxy will not preclude UKCM Shareholders entitled to attend, speak and vote at the relevant Meeting (or at any adjournment(s) or postponement(s) thereof) from doing so in person if they wish. In the event of a poll on which a Scheme Shareholder or UKCM Shareholder votes in person, any proxy votes previously lodged with UKCM's registrar, Computershare, or returned through CREST by such shareholder in respect of the same UKCM Shares for the relevant Meeting will be excluded.

A BLUE Form of Proxy for use in respect of the Court Meeting and a PINK Form of Proxy for use in respect of the General Meeting accompany this document. To be effective, an appointment of proxy must be duly completed and returned using one of the following methods:

- by sending the appropriate completed and signed Form of Proxy (together, if appropriate, with the power of attorney or other written authority under which it is signed or a notarially certified copy of such power of attorney or authority) by post to Computershare Investor Services (Guernsey) Limited, c/o The Pavilions, Bridgwater Road, Bristol, United Kingdom, BS99 6ZY;
- electronically through the share portal service at [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy); or
- in the case of CREST members, by utilising the CREST proxy voting service,

and, in each case, the appointment of a proxy (together with any relevant power of attorney or authority) must be received (or, in the case of an appointment of a proxy through CREST, retrieved by enquiry to CREST in the manner prescribed by CREST) by UKCM's registrar, Computershare, no later than 10.00 a.m. on 30 April 2024 in respect of the Court Meeting, and 10.15 a.m. on 30 April 2024 in respect of the General Meeting (or, in the case of an adjourned or postponed Meeting, not less than 48 hours prior to the time set for the adjourned or postponed Meeting (excluding any part of a day that is not a Business Day)). If the BLUE Form of Proxy for the Court Meeting is not lodged by the relevant time, it may be completed and handed to the Chairman of the Court Meeting or a representative of UKCM's registrar, Computershare, (if attending in person) at the Court Meeting venue before the start of the Court Meeting. However, in the case of the General Meeting, if the PINK Form of Proxy is not lodged by the relevant time, and in accordance with the instructions on the PINK Form of Proxy, it will be invalid.

Scheme Shareholders are entitled to appoint a proxy in respect of some or all of their Scheme Shares and are also entitled to appoint more than one proxy. UKCM Shareholders are entitled to appoint a proxy in respect of some or all of their UKCM Shares and are also entitled to appoint more than one proxy.

Further details of the actions to be taken by UKCM Shareholders (including in relation to the appointment of multiple proxies) are set out on pages 12 to 15 of this document.

#### **11.4. Sanction of the Scheme by the Court**

As noted above, the Scheme also requires the sanction of the Court. The Sanction Hearing to sanction the Scheme is expected to be held in May 2024 (currently expected to be held on 16 May 2024) at the Royal Court of Guernsey, The Royal Court House, St Peter Port, Guernsey GY1 2NZ. Any changes to the date of the Sanction Hearing will be announced promptly by UKCM through a Regulatory Information Service.

The Court is authorised to and will conduct a hearing to consider: (i) whether the provisions of the Companies Law of Guernsey and procedural requirements have been satisfied; (ii) whether the Scheme Shareholders were fairly represented by those attending the Court Meeting; (iii) whether an intelligent and honest Scheme Shareholder, acting alone in respect of his/her interest as a Scheme Shareholder, might approve of the Scheme; and (iv) whether there is any other factor the Court should take into account in exercising its discretion.

#### **All Scheme Shareholders are entitled to attend and be heard at the Sanction Hearing in person or through counsel to support or oppose the sanctioning of the Scheme by the Court.**

If the Court sanctions the Scheme, the Scheme will become effective in accordance with its terms and the Court Order shall be delivered to the Guernsey Registry within seven days of the Court Order having been made in accordance with the requirements of the Companies Law of Guernsey.

#### **11.5. Modifications to the Scheme**

The Scheme contains a provision for UKCM and BBOX to consent jointly on behalf of all persons concerned to any modification of, or addition to, the Scheme or to any condition which the Court may think fit to approve or impose. The Court would be unlikely to approve of any modification of, or addition to, or impose a condition on, the Scheme which might be material to the interests of Scheme Shareholders unless Scheme Shareholders were informed of any such modification, addition or condition and given the opportunity to vote on that basis. 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 to consider such modification, addition or condition. Similarly, if a modification, addition or condition is put forward which, in the opinion of the UKCM Board, is of such a nature or importance as to require the consent of Scheme Shareholders at a further meeting, the UKCM Directors will not take the necessary steps to make the Scheme effective unless and until such consent is obtained.

Unless otherwise consented to by the Court (if such consent is required) and the Panel, any modification or revision to the Scheme will be made no later than the date which is 14 days prior to the Meetings (or any later date to which such Meetings are adjourned or postponed). A switch to a Takeover Offer is not a modification or revision for the purposes of this paragraph.

#### **11.6. Right to switch to a Takeover Offer**

BBOX has reserved the right to elect, subject to the consent of the Panel, for the Combination to be implemented by way of a Takeover Offer.

In this event, the Takeover Offer will be implemented on the same terms, so far as applicable, as those which would apply to the Scheme. If BBOX does elect to implement the Combination by way of a Takeover Offer, and if sufficient acceptances of such Takeover Offer are received and/or sufficient UKCM Shares are otherwise acquired, it is the intention of BBOX to apply the provisions of Part XVIII of the Companies Law of Guernsey to acquire compulsorily any outstanding UKCM Shares to which such Takeover Offer relates.



## **12. NEW BBOX SHARES**

The New BBOX Shares will be issued in registered form and will be capable of being held in certificated and uncertificated form.

The New BBOX Shares will be allotted and issued credited as fully paid and will rank *pari passu* in all respects with the BBOX Shares in issue at that time, including the right to receive and retain dividends and other distributions declared, made or paid on BBOX Shares by reference to a record date falling on or after the Effective Date (save, for the avoidance of doubt, any BBOX Quarterly Permitted Dividend and any BBOX Equalising Dividend)).

Further details of the rights attaching to the New BBOX Shares are set out in paragraph 6 of Part 7 of this document.

Applications will be made to the FCA and the London Stock Exchange for the New BBOX Shares to be admitted to: (i) listing on the premium listing segment of the Official List; and (ii) trading on the Main Market. It is expected that the New BBOX Shares will be admitted to trading on the Main Market at or shortly after 8.00 a.m. on the first Business Day following the Effective Date (currently expected to be 17 May 2024) and dealings for normal settlement in the New BBOX Shares will commence at or shortly after that time.

The price at which BBOX Shares are publicly traded on the Main Market is subject to fluctuation and may be influenced by a large number of factors. These factors could be specific to BBOX and its operations or may affect the real estate sector or listed companies generally. The price at which New BBOX Shares are publicly traded on the Main Market as at Admission and the price which UKCM Shareholders may subsequently realise for their New BBOX Shares cannot be guaranteed.

## **13. CANCELLATION OF LISTING OF, AND TRADING IN, UKCM SHARES AND SETTLEMENT OF CONSIDERATION**

### **13.1. Cancellation of listing of, and trading in, UKCM Shares**

Prior to the Scheme becoming Effective, applications will be made to the FCA and the London Stock Exchange for: (i) the cancellation of the premium listing of the UKCM Shares on the Official List; and (ii) the cancellation of trading of UKCM Shares on the Main Market.

It is intended that the last day for dealings in, and registration of transfers of, UKCM Shares (other than the registration of the transfer of the Scheme Shares to BBOX pursuant to the Scheme) will be the last Business Day prior to the Sanction Hearing (currently expected to be 15 May 2024). The UKCM Shares will be suspended from listing on the premium listing segment of the Official List and from trading on the Main Market at 7.30 a.m. on the date of the Sanction Hearing (currently expected to be 16 May 2024). No transfers of UKCM Shares will be registered after that time. It is further intended that applications will be made to the London Stock Exchange to cancel trading in UKCM Shares on the Main Market, and to the Financial Conduct Authority to cancel the listing of the UKCM Shares on the Official List, in each case with effect from or shortly following the Effective Date (currently expected to be 16 May 2024) and by no later than 8.00 a.m. on the first Business Day following the Effective Date (currently expected to be 17 May 2024), at which point, entitlements to UKCM Shares held within the CREST system will be cancelled, and share certificates in respect of UKCM Shares will cease to be valid.

### **13.2. Settlement**

Subject to the Scheme becoming Effective, settlement of the consideration to which any Scheme Shareholder is entitled under the Scheme will be effected as soon as practicable after the Effective Date and, in any event, no later than 14 days after the Effective Date, in the following manner:

#### ***Fractional entitlements***

Fractions of New BBOX Shares will not be allotted or issued to any Scheme Shareholder pursuant to the Combination and entitlements of Scheme Shareholders to New BBOX Shares will be rounded down to the nearest whole number of New BBOX Shares. All fractional entitlements to New BBOX Shares will be aggregated and sold in the market as soon as practicable after the Effective Date. The net proceeds of such sale (after deduction of all expenses and commissions incurred in connection with the sale) will be distributed by BBOX in due proportions to Scheme Shareholders who would otherwise

have been entitled to such fractions provided that individual entitlements to amounts of less than £5 will not be paid to Scheme Shareholders but will be retained for the benefit of BBOX.

***Scheme Shares in certificated form (that is, not in CREST)***

In the case of Scheme Shareholders who hold Scheme Shares in certificated form (that is, not in CREST) at the Scheme Record Time, the New BBOX Shares to which each relevant Scheme Shareholder is entitled will be issued in certificated form with share certificates in respect of such New BBOX Shares being despatched to such Scheme Shareholder by first class post (or by such other method as determined by BBOX) as soon as practicable after the Effective Date and in any event no later than 14 days after the Effective Date (or such other period as may be approved by the Panel).

In the case of Scheme Shareholders who hold Scheme Shares in certificated form at the Scheme Record Time and are treated as Overseas Shareholders, please see paragraph 14 for details of settlement.

All deliveries of share certificates and/or cheques required to be made pursuant to the Scheme shall be effected by sending the same by first class post (or international standard post, if overseas) in prepaid envelopes (or by such other method as may be approved by the Panel) addressed to the person entitled thereto to their address as appearing in the register of members of UKCM as at the Scheme Record Time (or, in the case of joint holders, at the address of that joint holder whose name stands first in the register of members of UKCM in respect of such joint holding) and none of UKCM, BBOX or any person or nominee appointed by BBOX or their respective agents, shall be responsible for any loss or delay in the transmission or delivery of any share certificates and/or cheques sent in this way, which shall be sent at the risk of the persons entitled thereto.

All cheques shall be paid in Sterling drawn on a UK clearing bank and shall be made payable to the Scheme Shareholder entitled to the monies represented thereby (except that, in the case of joint holders, BBOX reserves the right to make cheques payable to the joint holder whose name stands first in the register of members of UKCM in respect of such joint holding at the Scheme Record Time) and the encashment of any such cheque or, in the case of payments made through CREST, the creation of any assured payment obligation, shall be a complete discharge of BBOX's obligations under the Scheme to pay the monies represented thereby.

***Scheme Shares held in uncertificated form (that is, in CREST)***

The BBOX Directors will apply for the New BBOX Shares to be admitted to CREST so that settlement of transactions in New BBOX Shares following Admission can take place in uncertificated form within the CREST system.

In the case of Scheme Shareholders who hold Scheme Shares in uncertificated form at the Scheme Record Time, the New BBOX Shares to which each relevant Scheme Shareholder is entitled will be issued in uncertificated form (that is, in CREST) through CREST and BBOX will procure that Euroclear is instructed to credit the appropriate CREST account with such Scheme Shareholder's entitlement to New BBOX Shares as soon as practicable after the Effective Date and in any event no later than 14 days after the Effective Date (or such other period as may be approved by the Panel).

With effect from the Effective Date, in respect of those Scheme Shareholders holding Scheme Shares in uncertificated or dematerialised form, Euroclear shall be instructed to cancel or transfer such holders' entitlements to such Scheme Shares, and following the cancellation of entitlements to Scheme Shares held by Scheme Shareholders in uncertificated or dematerialised form, UKCM shall procure (if necessary) that such entitlements are rematerialised.

In the case of Scheme Shareholders who hold Scheme Shares in uncertificated form at the Scheme Record Time and are treated as Overseas Shareholders, please see paragraph 14 for details of settlement.

BBOX reserves the right to issue New BBOX Shares to any or all Scheme Shareholders who hold Scheme Shares in uncertificated form at the Scheme Record Time in the manner referred to above if, for reasons outside its reasonable control, it is not able to effect settlement within the CREST system in accordance with this paragraph.

Save with the consent of the Panel, settlement of the consideration to which any Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme free of any lien, right of set-off, counterclaim or other analogous right to which BBOX might otherwise be, or claim to be, entitled against such Scheme Shareholder.

#### **14. OVERSEAS SHAREHOLDERS**

The release, publication or distribution of this document in, into or from jurisdictions other than the United Kingdom or Guernsey may be restricted by law and/or regulation and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom or Guernsey 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 or Guernsey to vote their UKCM Shares with respect to the Scheme at the Court Meeting or the General Meeting, or to execute and deliver Forms of Proxy appointing another person 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 the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law the companies and persons involved in the Combination disclaim any responsibility or liability for the violation of such restrictions by any person.

This document and the accompanying documents do not constitute an offer or an invitation to purchase or subscribe for any securities, or a solicitation of an offer to buy any securities, pursuant to this document or otherwise in any jurisdiction in which such offer, invitation or solicitation is unlawful.

Unless otherwise determined by BBOX or required by the Code, and permitted by applicable law and regulation, the New BBOX Shares to be issued pursuant to the Combination to Scheme Shareholders 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 Combination by any such use, means, instrumentality or 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 any formal documentation relating to the Combination are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction or any other jurisdiction where to do so would constitute a violation of the laws of that jurisdiction, and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send such documents in, into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Combination. If the Combination is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made 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 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 or from within any Restricted Jurisdiction.

The availability of New BBOX Shares pursuant to the Combination to UKCM Shareholders who are not resident in the United Kingdom or Guernsey or the ability of those persons to hold such shares may be affected by the laws or regulatory requirements of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom or Guernsey should inform themselves of, and observe, any applicable legal or regulatory requirements. UKCM Shareholders who are in doubt about such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

The New BBOX Shares to be issued pursuant to the Combination have not been and will not be registered under the US Securities Act or under any laws or with any securities regulatory authority of any State or other jurisdiction of the United States or under any of the relevant securities laws of any other Restricted Jurisdiction. Accordingly, the New BBOX Shares may not be offered, sold or delivered, directly or indirectly, in or into the United States or any other Restricted Jurisdiction, except pursuant to exemptions from applicable securities law requirements of any such jurisdiction, including, without limitation, the exemption from the registration requirements of the US Securities Act provided by Section 3(a)(10) thereof.

This document has been prepared for the purpose of complying with English law, Guernsey 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 the United Kingdom or Guernsey.

BBOX's obligations to allot and issue the New BBOX Shares pursuant to the Scheme shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if any Scheme Shareholder is resident, located or has a registered address in a jurisdiction outside the UK and Guernsey, or BBOX reasonably believes that any Scheme Shareholder is a citizen, resident or national of a jurisdiction outside the UK or Guernsey, and BBOX is advised that the law of such jurisdiction (i) precludes the allotment and/or issue of New BBOX Shares to that Scheme Shareholder in accordance with the Scheme; or (ii) requires, in order to allot and/or issue New BBOX Shares to that Scheme Shareholder in accordance with the Scheme, compliance by BBOX or UKCM (as the case may be) with any governmental or other consent or any registration, filing or other formality with which BBOX or UKCM (as the case may be) is unable to comply or believes is unduly onerous to comply with, BBOX may, in its absolute sole discretion, determine that either: (a) such Scheme Shareholder shall not have allotted, issued and delivered to them New BBOX Shares and that the New BBOX Shares which would otherwise have been attributable to such Scheme Shareholder under the terms of the Scheme shall instead be allotted, issued and delivered to a person appointed by BBOX for such Scheme Shareholder on terms that such person shall sell, as soon as practicable after the Effective Date, the New BBOX Shares so allotted, issued and delivered and account for the net proceeds of such sale to such Scheme Shareholder; or (b) the New BBOX Shares shall not be allotted, issued and delivered to such Scheme Shareholder but instead a cash amount equal to the value of the New BBOX Shares which would otherwise have been attributable to such Scheme Shareholder under the terms of the Scheme shall be paid to the Scheme Shareholder, in either case no later than 14 days after the Effective Date. In the absence of bad faith or wilful default, none of BBOX or the person(s) so appointed shall have any liability for any loss or damage arising as a result of the timing or terms of such sale.

**Overseas Shareholders should consult their own legal and tax advisers with respect to the legal and tax consequences of the Scheme.**

## **15. FINANCIAL EFFECT OF THE COMBINATION**

As set out in paragraph 4 (Background to and reasons for the UKCM Board Recommendation) of Part 1 of this document, the Exchange Ratio of 0.444 New BBOX Shares per UKCM Share held will result in UKCM Shareholders owning approximately 23.3 per cent. of the issued share capital of the Combined Group, regardless of the BBOX Share price on any one day. This ownership percentage represents UKCM's share of the Combined Group's EPRA NTA. This means that, before the costs of the proposed Combination, UKCM shareholders will hold the equivalent 31 December 2023 EPRA NTA in the Combined Group as UKCM's 31 December 2023 EPRA NTA, being approximately 78.7 pence per UKCM share, meaning UKCM shareholders are suffering no loss or dilution of fundamental EPRA NTA per share from the Combination. In addition, the Combination will lead to an immediate, significant increase in earnings per share for UKCM shareholders, together with a covered dividend.

As set out in paragraph 9 (Dividends) of Part 1 of this document, following completion of the Combination, BBOX expects that, in line with its existing dividend policy, for the financial year ending 31 December 2024 and based on the Exchange Ratio, UKCM Shareholders should receive at least the same income from aggregate dividends in respect of the Combined Group as they received in aggregate dividends for UKCM's financial year ended 31 December 2023, being not less than 3.40 pence per UKCM Share, provided that there are sufficient adjusted earnings generated during this period by the Combined Group for dividends to be covered at this level.

The table below compares the capital value of the relevant portion of a New BBOX Share relative to one UKCM Share:

	Closing price of a BBOX Share and UKCM Share on 9 February 2024
BBOX Share price <sup>(1)</sup>	160.2 pence
Exchange Ratio	0.444
Market value of 0.444 New BBOX Shares	71.1 pence
Undisturbed UKCM Share price <sup>(1)</sup>	64.2 pence
Illustrative change in capital value per share	6.9 pence
Representing an increase/(decrease) of	10.8 per cent.

**Notes:**

1. BBOX and UKCM share prices as at close on 9 February 2024, being the commencement of the offer period.

## 16. THE UKCM DIRECTORS AND THE EFFECT OF THE SCHEME ON THEIR INTERESTS

The names of the UKCM Directors and the details of their interests in the share capital of UKCM are set out in paragraph 5.2.5 of Part 7 of this document, which forms part of this explanatory statement. Each of the UKCM Recommending Directors who holds, controls or is beneficially entitled to UKCM Shares, being Margaret Littlejohns, Chris Fry, Fionnuala Hogan and Michael Ayre, has irrevocably undertaken to vote (or procure the vote) in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting. Further details of these irrevocable undertakings are set out in paragraph 4 of Part 7 of this document. The UKCM Dissenting Director is not recommending the Combination to UKCM Shareholders and he intends to abstain from voting on the Scheme at the Court Meeting and on the Resolution at the General Meeting in respect of his holdings or beneficial holdings of UKCM Shares.

Particulars of the letters of appointment of the UKCM Directors are set out in paragraph 7 of Part 7 of this document.

For the purposes of section 108(2) of the Companies Law of Guernsey, the effect of the Scheme on the interests of the UKCM Directors (whether as directors, members, creditors or otherwise) does not differ from its effect on the like interests of any other Scheme Shareholder.

All of the UKCM Directors will resign from their office as directors of UKCM on the Effective Date.

No debentures have been issued in respect of UKCM and there are therefore no trustees of any deed securing the issuance of any debentures in respect of UKCM and no explanation is required to be given for the purposes of section 108(3) of the Companies Law of Guernsey.

## 17. TAXATION

A summary of certain aspects of the UK and Guernsey taxation regimes applicable to the Combination is set out in Part 6 of this document. This summary is intended as a general guide only and 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 or Guernsey, you should consult an appropriate independent professional tax adviser.

## 18. ACTIONS TO BE TAKEN

UKCM Shareholders should have received the following documents with this document:

- a BLUE Form of Proxy for use in connection with the Court Meeting;
- a PINK Form of Proxy for use in connection with the General Meeting; and
- a reply-paid envelope for use in Guernsey and the United Kingdom.

If you have not received these documents, please contact UKCM's registrar, Computershare, on the helpline number set out on page 15 of this document. Alternatively, UKCM Shareholders can also appoint a proxy electronically through the share portal service at [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy) or, in the case of CREST members, by utilising the CREST proxy voting service.

Full details of the actions to be taken by Scheme Shareholders in connection with the Combination and the Meetings are set out on pages 12 to 15 of this document and we would draw your attention to those details.

## **19. FURTHER INFORMATION**

The Combination will be made solely through this document and any response in relation to the Combination should be made only on the basis of the information contained in this document or the Forms of Proxy.

The terms of the Scheme are set out in full in Part 3 of this document. Your attention is also drawn to the further information contained in this document and, in particular, to the Conditions to the implementation of the Scheme and the Combination in Part 4, the financial information on UKCM and BBOX in Part 5, the information on taxation in Part 6, the Quantified Financial Benefits Statement in Part 8, the valuation reports in Part 9 and Part 10, the current trading and prospects of UKCM and BBOX in Part 1, the intentions of BBOX in Part 1 and the additional information set out in Part 7 of this document.

Yours faithfully

Alex Midgen and Sam Green  
For and on behalf of  
**N.M. Rothschild & Sons Limited**

## PART 3

### THE SCHEME OF ARRANGEMENT

IN THE ROYAL COURT OF GUERNSEY  
(ORDINARY DIVISION)

NO. 2554

IN THE MATTER OF UK COMMERCIAL PROPERTY REIT LIMITED

and

IN THE MATTER OF THE COMPANIES (GUERNSEY) LAW, 2008 (AS AMENDED)

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#### SCHEME OF ARRANGEMENT

*(under Part VIII of the Companies (Guernsey) Law, 2008 (as amended))*

between

UK COMMERCIAL PROPERTY REIT LIMITED

and

THE SCHEME SHAREHOLDERS

*(as hereinafter defined)*

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

<b>£, GBP, Sterling, pounds, pence</b> or <b>p</b>	pounds Sterling, being the lawful currency of the United Kingdom
<b>Announcement</b>	the announcement made by BBOX and UKCM in respect of the Combination pursuant to Rule 2.7 of the Code on the Announcement Date
<b>Announcement Date</b>	21 March 2024, being the date on which the Announcement was made
<b>BBOX</b>	Tritax Big Box REIT plc, a public company limited by shares incorporated in England and Wales with registered number 08215888 and with its registered office at 72 Broadwick Street, London, United Kingdom W1F 9QZ
<b>BBOX Equalising Dividend</b>	has the meaning given to that term in clause 2.5 of this Scheme
<b>BBOX Group</b>	BBOX, its subsidiaries and its subsidiary undertakings from time to time and, where the context permits, each of them
<b>BBOX Manager</b>	Tritax Management LLP, a limited liability partnership incorporated in England and Wales with registered number OC326500 whose registered office is at 280 Bishopsgate, London, England, EC2M 4AG
<b>BBOX Permitted Dividend</b>	any BBOX Quarterly Permitted Dividend and any BBOX Equalising Dividend

<b>BBOX Quarterly Permitted Dividend</b>	to the extent the Scheme Record Time occurs after the record date in respect of any BBOX dividend in respect of each of the successive quarterly periods ending after 31 December 2023, each such BBOX dividend, provided in each case that such dividend is payable in accordance with BBOX's existing dividend policy, consistent with past practice in relation to the payment of dividends, including as to time and quantum, and BBOX and UKCM have agreed the record date for such dividend
<b>BBOX Shareholders</b>	holders of BBOX Shares from time to time
<b>BBOX Shares</b>	ordinary shares of 1 penny each in the capital of BBOX (and each a <b>BBOX Share</b> )
<b>Business Day</b>	a day (other than a Saturday, Sunday, or public or bank holiday in the UK and Guernsey) on which banks are generally open for normal business in the City of London and Guernsey
<b>certificated or in certificated form</b>	a share or other security which is not in uncertificated form (that is, not in CREST)
<b>Code</b>	the City Code on Takeovers and Mergers
<b>Combination</b>	the proposed combination by acquisition of the entire issued and to be issued ordinary share capital of UKCM by BBOX, to be effected by this Scheme (or by a Takeover Offer under certain circumstances described in the document of which this Scheme forms part) and, where the context requires, any subsequent revision, variation, extension or renewal thereof
<b>Companies Law of Guernsey</b>	the Companies (Guernsey) Law, 2008 (as amended)
<b>Conditions</b>	the conditions to the implementation of this Scheme and the Combination which are set out in Part 4 of the document of which this Scheme forms part
<b>Consideration</b>	the consideration due to Scheme Shareholders pursuant to clauses 2.4 to 2.7 and clause 2.10 of this Scheme
<b>Court</b>	the Royal Court of Guernsey
<b>Court Meeting</b>	the meeting or meetings of the Scheme Shareholders (or any class or classes thereof) convened by order of the Court pursuant to section 107 of the Companies Law of Guernsey for the purpose of considering and, if thought fit, approving this Scheme (with or without amendment approved or imposed by the Court and agreed to by UKCM and BBOX), including any adjournment, postponement or reconvention of any such meeting
<b>CREST</b>	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 such Regulations))
<b>Effective</b>	this Scheme having become effective in accordance with its terms
<b>Effective Date</b>	the date on which this Scheme becomes Effective in accordance with clause 5 of this Scheme



<b>Euroclear</b>	Euroclear UK & International Limited, a limited company incorporated in England and Wales with registered number 02878738
<b>Exchange Ratio</b>	the exchange ratio of 0.444 New BBOX Shares in exchange for each UKCM Share
<b>Excluded Shares</b>	any UKCM Shares which are registered in the name of, or beneficially owned by, BBOX or any other member of the Wider BBOX Group or any of their respective nominees, and any UKCM Shares held in treasury, in each case at any relevant date or time
<b>Guernsey</b>	the Island of Guernsey
<b>Latest Practicable Date</b>	5 April 2024, being the latest practicable date prior to the date of this Scheme
<b>London Stock Exchange</b>	London Stock Exchange plc
<b>Long Stop Date</b>	21 September 2024 or such later date (if any) as may be agreed in writing by BBOX and UKCM (with the Panel's consent and (if required) as the Court may allow)
<b>New BBOX Shares</b>	the new BBOX Shares to be allotted and issued credited as fully paid to Scheme Shareholders pursuant to clause 2.4 of this Scheme
<b>Panel</b>	the UK Panel on Takeovers and Mergers
<b>Sanction Hearing</b>	the hearing of the Court at which UKCM will seek an order sanctioning this Scheme under Part VIII of the Companies Law of Guernsey, including any adjournment or postponement thereof
<b>Scheme</b>	this scheme of arrangement under Part VIII of the Companies Law of Guernsey between UKCM and Scheme Shareholders in connection with the Combination, in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by UKCM and BBOX
<b>Scheme Record Time</b>	6.00 p.m. on the Business Day immediately prior to the Effective Date or such later time and/or date as UKCM and BBOX may agree
<b>Scheme Shareholders</b>	the holders of Scheme Shares at the Scheme Record Time
<b>Scheme Shares</b>	<p>all UKCM Shares:</p> <ul style="list-style-type: none"> <li>(i) in issue as at the date of this Scheme;</li> <li>(ii) (if any) issued after the date of this Scheme but prior to the Voting Record Time; and</li> <li>(iii) (if any) issued at or after the Voting Record Time but at or prior to the Scheme Record Time either on terms that the original or any subsequent holder thereof is bound by this Scheme, or in respect of which such holders are, or shall have agreed in writing to be, so bound,</li> </ul> <p>and, in each case, which remain in issue at the Scheme Record Time, but excluding any Excluded Shares</p>

<b>Significant Interest</b>	in relation to an undertaking or partnership, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act 2006) of such undertaking or the relevant partnership interest
<b>Takeover Offer</b>	if the Combination is implemented by way of a takeover offer (which shall be an offer for the purposes of Part XVIII of the Companies Law of Guernsey), the offer to be made by or on behalf of BBOX, or an associated undertaking thereof, to acquire the entire issued and to be issued ordinary share capital of UKCM including, where the context admits, any subsequent revision, variation, extension or renewal of such offer
<b>UKCM or the Company</b>	UK Commercial Property REIT Limited, an authorised closed-ended investment company limited by shares, incorporated in Guernsey with registered number 45387 and with its registered office at PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL
<b>UKCM Equalising Dividend</b>	has the meaning given to that term in clause 2.7 of this Scheme
<b>UKCM Group</b>	UKCM, its subsidiaries and its subsidiary undertakings from time to time and, where the context permits, each of them
<b>UKCM Permitted Dividend</b>	any UKCM Quarterly Permitted Dividend and any UKCM Equalising Dividend
<b>UKCM Quarterly Permitted Dividend</b>	to the extent the Scheme Record Time occurs after the record date in respect of any UKCM dividend in respect of each of the successive quarterly periods ending after 31 December 2023, each such UKCM dividend, provided in each case that such dividend is payable in accordance with UKCM's existing dividend policy, consistent with past practice in relation to the payment of dividends, including as to time and quantum, and BBOX and UKCM have agreed the record date for such dividend
<b>UKCM Shareholders</b>	holders of UKCM Shares from time to time
<b>UKCM Shares</b>	the ordinary shares of 25 pence each in the capital of UKCM
<b>uncertificated or in uncertificated form</b>	a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the Uncertificated Securities Regulations, may be transferred by means of CREST
<b>Uncertificated Securities Regulations</b>	the Uncertificated Securities (Guernsey) Regulations, 2009, including (i) any enactment or subordinate legislation which amends or supersedes those regulations and (ii) any applicable rules made under those regulations or any such enactment or subordinate legislation for the time being in force

<b>Voting Record Time</b>	in the context of the Court Meeting and this Scheme, 6.00 p.m. on the day which is two Business Days immediately prior to the date of the Court Meeting or, if the Court Meeting is adjourned or postponed, 6.00 p.m. on the day which is two Business Days before the date fixed for the adjourned or postponed meeting
<b>Wider BBOX Group</b>	BBOX and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which BBOX and all such undertakings (aggregating their interests) have a Significant Interest (other than any member of the Wider UKCM Group)
<b>Wider UKCM Group</b>	UKCM and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which UKCM and all such undertakings (aggregating their interests) have a Significant Interest (other than any member of the Wider BBOX Group)

- (B) As at close of business on the Latest Practicable Date, UKCM had 1,299,412,465 UKCM Shares in issue, all of which were credited as fully paid, and there were no UKCM Shares held by UKCM as treasury shares.
- (C) As at close of business on the Latest Practicable Date, no member of the BBOX Group nor any concert party of BBOX was the registered holder of or beneficially owned any UKCM Shares, save for (i) 64,440 UKCM Shares held by or on behalf of Richard Laing (a non-executive director of BBOX), his close relatives and related trusts; (ii) 52,488 UKCM Shares held by or on behalf of Phil Redding (a member of the BBOX Manager), his close relatives and related trusts; and (iii) 3,052,911 UKCM Shares held by or on behalf of abrdn plc and its affiliates, in each case being a concert party of BBOX.
- (D) BBOX has agreed, subject to the satisfaction or (where applicable) waiver of the Conditions, to undertake to the Court to be bound by the provisions of this Scheme 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 or on its behalf for the purpose of giving effect to this Scheme.

## 1. INTERPRETATION

In this Scheme, unless the context otherwise requires or otherwise expressly provides:

- (a) references to clauses and to sub-clauses are references to the clauses and sub-clauses of this Scheme;
- (b) references to a “**person**” include references to an individual, firm, partnership, company, corporation, unincorporated body of persons or any state or state agency;
- (c) references to a statute, statutory provision, enactment or subordinate legislation include the same as subsequently modified, amended or re-enacted from time to time;
- (d) any phrase introduced by the term ‘including’ or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms;
- (e) the singular includes the plural and vice-versa, and words importing one gender shall include all genders;
- (f) headings to clauses are for ease of reference only and shall not affect the interpretation of this Scheme; and
- (g) all references to time are references to London time.

## **2. TRANSFER OF THE SCHEME SHARES**

- 2.1. On the Effective Date, in accordance with the provisions of clause 2.2 of this Scheme, BBOX (and/or its nominee(s)) shall acquire all of the Scheme Shares fully paid and free and clear of any liens, equities, charges, security interests, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights then or thereafter attaching 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) declared, made or paid, or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made or paid on or after the Announcement Date other than (a) the right to receive the UKCM Permitted Dividends and (b) any other dividend, distribution or return of capital which is authorised, declared, made or paid in respect of the UKCM Shares on or after the Announcement Date in respect of which (i) a corresponding reduction has been made to the Exchange Ratio or (ii) a BBOX Equalising Dividend has been paid without any consequential change to the Exchange Ratio, in accordance with the terms and Conditions of the Combination or this Scheme).
- 2.2. For such purposes, the Scheme Shares shall be transferred to BBOX (and/or its nominee(s)) by means of a form of transfer or other instrument or instruction of transfer or, if applicable, by means of CREST and, to give effect to such transfers, any person may be appointed by BBOX as attorney and/or agent and/or otherwise and is hereby 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, or to procure the transfer by means of CREST, of the Scheme Shares and every form, instrument or instruction of transfer so executed shall be as effective as if it had been executed by the holder or holders of the Scheme Shares to which such form, instrument or instruction of transfer relates. Such form, instrument 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 BBOX and/or its nominee(s), together with the legal interests in such Scheme Shares, pursuant to such form, instrument or instruction of transfer.
- 2.3. Pending the registration of BBOX (and/or its nominee(s)) as the holder of any Scheme Shares to be transferred pursuant to this Scheme, each Scheme Shareholder irrevocably appoints, with effect from and including the Effective Date, BBOX (and/or its nominee(s)) as their attorney and/or agent and/or otherwise on their behalf (in place of and to the exclusion of the relevant Scheme Shareholder) in respect of any such Scheme Share to:
  - 2.3.1. deal with or dispose of such share (or any interest in such share);
  - 2.3.2. exercise any rights or privileges attached thereto, including without limitation voting rights, the right to requisition the convening of a general meeting of UKCM or of any class of its shareholders, the right to receive any distribution or other benefit accruing or payable in respect thereof (other than the dividends and other distributions referred to in clause 2.1 of this Scheme to which Scheme Shareholders are entitled) and the registered holder of such Scheme Share shall exercise all rights attaching thereto only in accordance with the directions of BBOX (and/or its nominee(s)) but not otherwise;
  - 2.3.3. sign on behalf of such Scheme Shareholder such documents, and do such things, as may in the opinion of BBOX and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Scheme Shares, including without limitation any consent to short notice of a general or separate class meeting and on their behalf to execute a form of proxy in respect of such shares appointing any person nominated by BBOX and/or any one or more of its directors or agents to attend general and separate class meetings of UKCM (or any adjournment or postponement thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf; and
  - 2.3.4. send to BBOX (and/or its nominee(s)) any notice, circular, warrant or other document or communication which may be required to be sent to them as a member of UKCM,

such that from (and including) 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 without the consent of BBOX and no Scheme Shareholder shall appoint a proxy or representative for or to attend any general meeting or separate class meeting of the Company.

- 2.4. Subject to and in consideration for the transfer of the Scheme Shares to BBOX (and/or its nominee(s)) as provided in clause 2.1 of this Scheme, on the Effective Date (or as soon as practicable thereafter, but in any case within 14 days of the Effective Date), BBOX shall, subject to clauses 2.5, 2.7 and 3.3 of this Scheme, allot and issue New BBOX Shares to or for the account of the Scheme Shareholders (as appearing in the register of members of UKCM at the Scheme Record Time) credited as fully paid and free and clear of any liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights then or thereafter attaching or accruing to them (and such New BBOX Share shall rank *pari passu* in all respects with the BBOX Shares in issue at the time the New BBOX Shares are allotted and issued, including the right to receive and retain any dividends and other distributions announced, declared, made or paid on BBOX Shares by reference to a record date falling on or after the Effective Date, but not the BBOX Permitted Dividends), on the following basis:

**0.444 New BBOX Shares for each Scheme Share held.**

- 2.5. If, on or after the Announcement Date and on or prior to the Effective Date, UKCM announces, declares, makes or pays:
- 2.5.1. a UKCM Permitted Dividend and the quantum of such dividend is in excess of the amount which UKCM is entitled to pay to UKCM Shareholders in accordance with UKCM's existing dividend policy, consistent with past practice in relation to the payment of dividends, including as to time and quantum; or
- 2.5.2. any other dividend, distribution or form of capital return,

BBOX shall be entitled to either: (a) adjust the Exchange Ratio by an amount equivalent to all or any part of such excess (in the case of a UKCM Permitted Dividend) or by the amount of all or part of any such other dividend, distribution or form of capital return; or (b) declare and pay an equalising dividend to BBOX Shareholders so as to reflect the value attributable to all or any part of such excess (in the case of a UKCM Permitted Dividend) or the amount of all or part of any such other dividend, distribution or form of capital return (a "**BBOX Equalising Dividend**"), without any consequential change to the Exchange Ratio. BBOX also reserves the right to adjust the Exchange Ratio in such circumstances as are, and by such amount as is, permitted by the Panel. If BBOX exercises its rights under this clause 2.5 to adjust the Exchange Ratio, any reference in this Scheme to the Exchange Ratio will be deemed to be a reference to the Exchange Ratio as so adjusted and references to the Consideration to be delivered by BBOX under the terms of this Scheme will be deemed to be a reference to the Consideration as so adjusted and Scheme Shareholders will be entitled to receive and retain the amount by reference to which the Consideration has been adjusted. To the extent that any dividend and/or distribution and/or return of capital is declared, paid, made or is payable by UKCM and it is: (a) transferred pursuant to this Scheme on a basis which entitles BBOX to receive and retain it; or (b) not paid prior to the Effective Date, and such dividend, distribution or return of capital is cancelled, then the Exchange Ratio shall not be subject to change in accordance with this clause. Any exercise by BBOX of its rights referred to in this clause 2.5 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 terms of the Combination.

- 2.6. Notwithstanding the provisions of clause 2.5, Scheme Shareholders shall be entitled to receive and retain the UKCM Permitted Dividends.

- 2.7. If, on or after the Announcement Date and on or prior to the Effective Date, BBOX announces, declares, makes or pays:
- 2.7.1. a BBOX Permitted Dividend and the quantum of such dividend is in excess of the amount which BBOX is entitled to pay to BBOX Shareholders in accordance with BBOX's existing dividend policy, consistent with past practice in relation to the payment of dividends, including as to time and quantum; or
- 2.7.2. any other dividend, distribution or form of capital return,
- UKCM shall be entitled to either: (a) adjust the Exchange Ratio by an amount equivalent to all or any part of such excess (in the case of a BBOX Permitted Dividend) or by the amount of all or part of any such other dividend, distribution or form of capital return; or (b) declare and pay an equalising dividend to UKCM Shareholders so as to reflect the value attributable to all or any part of such excess (in the case of a BBOX Permitted Dividend) or the amount of all or part of any such other dividend, distribution or form of capital return (a "**UKCM Equalising Dividend**"), without any consequential change to the Exchange Ratio. UKCM also reserves the right to adjust the Exchange Ratio in such circumstances as are, and by such amount as is, permitted by the Panel. If UKCM exercises its rights under this clause 2.7 to adjust the Exchange Ratio, any reference in this Scheme to the Exchange Ratio will be deemed to be a reference to the Exchange Ratio as so adjusted and references to the Consideration to be delivered by BBOX under the terms of this Scheme will be deemed to be a reference to the Consideration as so adjusted and Scheme Shareholders will be entitled to receive and retain the amount by reference to which the Consideration has been adjusted. To the extent that any dividend and/or distribution and/or return of capital is declared, paid, made or is payable by BBOX and it is not paid prior to the Effective Date, and such dividend, distribution or return of capital is cancelled, then the Exchange Ratio shall not be subject to change in accordance with this clause. Any exercise by UKCM of its rights referred to in this clause 2.7 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 terms of the Combination.
- 2.8. Notwithstanding the provisions of clause 2.7, BBOX Shareholders shall be entitled to receive and retain the BBOX Permitted Dividends.
- 2.9. Save with the consent of the Panel, settlement of the Consideration to which any Scheme Shareholder is entitled under this Scheme will be implemented in full in accordance with the terms of this Scheme free of any lien, right of set-off, counterclaim or other analogous right to which BBOX might otherwise be, or claim to be, entitled against such Scheme Shareholder.
- 2.10. Fractions of New BBOX Shares will not be allotted or issued to any Scheme Shareholder pursuant to the Combination and entitlements of Scheme Shareholders to New BBOX Shares will be rounded down to the nearest whole number of New BBOX Shares. All fractional entitlements to New BBOX Shares will be aggregated and sold in the market as soon as practicable after the Effective Date. The net proceeds of such sale (after deduction of all expenses and commissions incurred in connection with the sale) will be distributed by BBOX in due proportions to Scheme Shareholders who would otherwise have been entitled to such fractions.
- 2.11. Any individual fractional entitlements to amounts (after deduction of all commissions and expenses incurred in connection with such sale, including any value added tax payable on the proceeds of sale) of less than £5 shall not be paid to the relevant Scheme Shareholders who would otherwise be entitled to them under this Scheme, but shall be retained for the benefit of the Combined Group.
- 2.12. For the purposes of determining fractional entitlements, each portion of a Scheme Shareholder's holding which is recorded in the register of members of the Company by reference to a separate designation at the Scheme Record Time, whether in certificated or uncertificated form, shall be treated as a separate holding.
- 2.13. The person appointed by BBOX to sell the New BBOX Shares in accordance with clause 2.10 shall be authorised to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer and to give such instructions and to do all other things which he or she may consider necessary or expedient in connection with such sale. In the absence of bad faith or wilful default, none of UKCM, BBOX or the persons so appointed shall have any liability for

loss or damage arising as a result of any determination made, or the timing or terms of any sale, pursuant to clause 2.10.

2.14. With effect from the Effective Date:

- 2.14.1. the Scheme Shareholders shall, in accordance with this Scheme, cease to have any rights with respect to the Scheme Shares, except the right to receive the Consideration determined as set out in clauses 2.4 to 2.10 of this Scheme, provided, however, that nothing in this Scheme shall in any way affect the right of a Scheme Shareholder to receive the UKCM Permitted Dividends;
- 2.14.2. all certificates representing Scheme Shares shall cease to have effect as documents of title to the Scheme Shares comprised therein and every holder thereof shall be bound at the request of UKCM to deliver up the same to UKCM (or any person appointed by UKCM to receive the same) for the cancellation thereof, or as it may direct, or to destroy the same;
- 2.14.3. in respect of those Scheme Shareholders holding Scheme Shares in uncertificated or dematerialised form, UKCM shall procure that Euroclear is instructed to cancel or transfer such holders' entitlements to such Scheme Shares;
- 2.14.4. following the cancellation of entitlements to Scheme Shares held by Scheme Shareholders in uncertificated or dematerialised form, the Company shall procure (if necessary) that such entitlements are rematerialised; and
- 2.14.5. subject to completion and delivery of any form of transfer or other instrument or instruction of transfer as may be required in accordance with clause 2 above, UKCM will make, or procure to be made, appropriate entries in UKCM's register of members to reflect the transfer of the Scheme Shares to BBOX (and/or its nominees(s)) pursuant to this Scheme.

**3. SETTLEMENT – ALLOTMENT AND ISSUE OF NEW BBOX SHARES**

- 3.1. The New BBOX Shares to be allotted and issued in accordance with clause 2 shall be admitted to trading on the main market for listed securities of the London Stock Exchange.
- 3.2. Settlement of entitlements of Scheme Shareholders to New BBOX Shares pursuant to the Scheme shall be effected as follows:
  - 3.2.1. in the case of Scheme Shareholders who hold Scheme Shares in certificated form at the Scheme Record Time, the New BBOX Shares to which each such Scheme Shareholder is entitled shall be issued in certificated form with share certificates in respect of such New BBOX Shares being despatched to such Scheme Shareholder by first class post (or by such other method as determined by BBOX) as soon as practicable after the Effective Date and in any event no later than 14 days after the Effective Date (or such other period as may be approved by the Panel);
  - 3.2.2. in the case of Scheme Shareholders who hold Scheme Shares in uncertificated or dematerialised form at the Scheme Record Time, the New BBOX Shares to which each such Scheme Shareholder is entitled shall be issued in uncertificated form through CREST and BBOX will procure that Euroclear is instructed to credit the appropriate CREST account with such Scheme Shareholder's entitlement to New BBOX Shares as soon as practicable after the Effective Date and in any event no later than 14 days after the Effective Date (or such other period as may be approved by the Panel), provided that BBOX reserves the right to issue all or any part of such New BBOX Shares to any or all Scheme Shareholders who hold Scheme Shares in uncertificated form at the Scheme Record Time in the manner referred to in clause 3.2.1 if, for reasons outside its reasonable control, it is not able to effect settlement within the CREST system in accordance with this clause 3.2.2; and
  - 3.2.3. in the case of New BBOX Shares (or any fractional entitlements which are associated therewith) sold pursuant to clause 2.10 or clause 3.3.1 (as applicable), BBOX will procure the despatch to the persons entitled thereto of cheques for the sums payable to them.

- 3.3. BBOX's obligations to allot and issue the New BBOX Shares shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if any Scheme Shareholder is resident, located or has a registered address in a jurisdiction outside the UK and Guernsey, or BBOX reasonably believes that any Scheme Shareholder is a citizen, resident or national of a jurisdiction outside the UK or Guernsey, and BBOX is advised that the law of such jurisdiction (i) precludes the allotment and/or issue of New BBOX Shares to that Scheme Shareholder in accordance with this Scheme; or (ii) requires, in order to allot and/or issue New BBOX Shares to that Scheme Shareholder in accordance with this Scheme, compliance by the Company or BBOX (as the case may be) with any governmental or other consent or any registration, filing or other formality with which BBOX or UKCM (as the case may be) is unable to comply or believes is unduly onerous to comply with, BBOX may, in its absolute sole discretion, determine that either:
- 3.3.1. such Scheme Shareholder shall not have allotted, issued and delivered to them New BBOX Shares and that the New BBOX Shares which would otherwise have been attributable to such Scheme Shareholder under the terms of the Scheme shall instead be allotted, issued and delivered to a person appointed by BBOX for such Scheme Shareholder on terms that such person shall, as soon as practicable after the Effective Date, sell the New BBOX Shares so allotted, issued and delivered and account for the net proceeds of such sale to such Scheme Shareholder; or
- 3.3.2. the New BBOX Shares shall not be allotted, issued and delivered to such Scheme Shareholder but instead a cash amount equal to the value of the New BBOX Shares which would otherwise have been attributable to such Scheme Shareholder under the terms of the Scheme shall be paid to the Scheme Shareholder.
- 3.4. Any sale under clause 2.10 or 3.3.1 in respect of fractional entitlements or overseas shareholders (as applicable) shall be carried out at the best price which can reasonably be obtained at the time of sale and such person referred to in clause 2.10 or 3.3.1 shall account for the net proceeds of such sale (after the deduction of all expenses and commission together with any value added tax thereon incurred in connection with such sale, including any tax or foreign exchange conversion fees payable on the proceeds of sale) to such Scheme Shareholder in accordance with the provisions of clause 3.5 or 3.6 (as applicable), no later than 14 days after the Effective Date. To give effect to any sale under clause 2.10 or 3.3.1, the person appointed by BBOX in accordance with clause 3.3.1 shall be authorised as agent on behalf of the Scheme Shareholder concerned to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer and to give such instructions and to do all other things which they may consider necessary or expedient in connection with such sale on behalf of such Scheme Shareholder. In the absence of bad faith or wilful default, none of BBOX or the person(s) so appointed shall have any liability for any loss or damage arising as a result of the timing or terms of such sale.
- 3.5. Where immediately prior to the Scheme Record Time a Scheme Shareholder holds Scheme Shares in certificated form, settlement of any cash amounts to which the Scheme Shareholder is entitled pursuant to:
- 3.5.1. clause 2.10 or clause 3.4 in respect of the net proceeds of any sale:
- (a) of any fractional entitlements to New BBOX Shares of such Scheme Shareholder; or
- (b) under clause 3.3.1; or
- 3.5.2. clause 3.3.2,
- shall be settled by cheque. Cheques shall be despatched as soon as practicable after the Effective Date, and in any event no later than 14 days after the Effective Date.



3.6. Where immediately prior to the Scheme Record Time a Scheme Shareholder holds Scheme Shares in uncertificated form, settlement of any cash amounts to which the Scheme Shareholder is entitled pursuant to:

3.6.1. clause 2.10 or clause 3.4 in respect of the net proceeds of any sale:

- (a) of any fractional entitlements to New BBOX Shares of such Scheme Shareholder; or
- (b) under clause 3.3.1; or

3.6.2. clause 3.3.2,

shall be effected by means of CREST by BBOX procuring that Euroclear is instructed to create an assured payment obligation in favour of the payment bank of the person(s) entitled thereto for the cash amount(s) payable to them as soon as practicable after the Effective Date and in any event no later than 14 days after the Effective Date, in accordance with the CREST assured payment arrangements, provided that BBOX reserves the right to make (or procure) such payment(s) by cheque as set out in clause 3.5 if, for reasons outside its reasonable control, it is not able to effect settlement within the CREST system in accordance with this clause 3.6.

3.7. All deliveries of share certificates and/or cheques required to be made pursuant to this Scheme shall be effected by sending the same by first class post (or international standard post, if overseas) in prepaid envelopes (or by such other method as may be approved by the Panel) addressed to the person entitled thereto to their address as appearing in the register of members of UKCM at the Scheme Record Time (or, in the case of joint holders, at the address of that joint holder whose name stands first in the register of members of UKCM in respect of such joint holding) and none of UKCM, BBOX or any person appointed by BBOX, in accordance with clause 3.3.1 or their respective agents, shall be responsible for any loss or delay in the transmission or delivery of any share certificates and/or cheques sent in this way, which shall be sent at the risk of the persons entitled thereto.

3.8. All cheques shall be paid in Sterling drawn on a UK clearing bank and shall be made payable to the Scheme Shareholder entitled to the monies represented thereby (except that, in the case of joint holders, BBOX reserves the right to make cheques payable to the joint holder whose name stands first in the register of members of UKCM in respect of such joint holding at the Scheme Record Time) and the encashment of any such cheque or, in the case of payments made through CREST, the creation of any assured payment obligation, shall be a complete discharge to BBOX's obligations under this Scheme to pay the monies represented thereby.

3.9. The provisions of this clause 3 shall be subject to any condition of prohibition imposed by law.

#### **4. DIVIDEND MANDATES AND COMMUNICATION PREFERENCES**

All mandates relating to the monetary payment of dividends on the Scheme Shares and other instructions, including in respect of shareholder communications preferences (for example, annual reports and accounts), given to UKCM by Scheme Shareholders in force at the Scheme Record Time relating to their holdings of Scheme Shares will, unless amended or revoked, be deemed from the Effective Date to be valid and effective mandates or instructions to BBOX in respect of the corresponding New BBOX Shares.

#### **5. EFFECTIVE DATE AND OPERATION OF THIS SCHEME**

5.1. This Scheme shall become Effective on the Effective Date, as stated in the Court Order, which is expected to be the date on which this Scheme is sanctioned by the Court pursuant to Part VIII of the Companies Law of Guernsey at the Sanction Hearing.

5.2. Unless this Scheme has become Effective in accordance with its terms on or before 11.59 p.m. on the Long Stop Date, or such later date and time (if any) as BBOX and UKCM may agree (with the Panel's consent and as the Court may approve, if such approval is required), this Scheme shall never become Effective.

## **6. MODIFICATION**

BBOX and UKCM 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 or addition may require the consent of the Panel under the rules of the Code. For the avoidance of doubt, no modification may be made pursuant to this clause once the Scheme has become Effective.

## **7. GOVERNING LAW**

This Scheme and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with Guernsey law. The rules of the Code will, so far as they are appropriate, apply to this Scheme on the basis provided in the Code. The Court shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Scheme.

**Dated: 9 April 2024**

## PART 4

### CONDITIONS AND FURTHER TERMS OF THE COMBINATION

The Combination is subject to the Conditions and further terms set out in this Part 4 (*Conditions and further terms of the Combination*) of this document.

#### Part 4A

##### Conditions of the Combination

##### Long Stop Date

1. The Combination is conditional upon 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.

##### Scheme approval

2. The Scheme is conditional upon:
  - (a) (i) its approval by a majority in number representing 75 per cent. or more in value of votes cast by the Scheme Shareholders (or the relevant class or classes thereof, if applicable) who are on the register of members of UKCM at the Voting Record Time and who are present and vote, whether in person or by proxy, at the Court Meeting, and at any separate class meeting which may be required by the Court, or, in each case, at any adjournment or postponement of any such meeting; and
  - (ii) the Court Meeting and any separate class meeting which may be required by the Court, or any adjournment or postponement of any such meeting, being held on or before the 22nd day after the expected date of the Court Meeting as set out in this document (or such later date, if any, as BBOX may determine with the agreement of UKCM or with the consent of the Panel and (if required) that the Court may allow);
  - (b) (i) all resolutions in connection with, or necessary to approve and implement the Scheme, as set out in the notice of the General Meeting in Part 13 of this document, being duly passed by the requisite majority or majorities of UKCM Shareholders at the General Meeting or at any adjournment or postponement of that meeting; and
  - (ii) the General Meeting (or any adjournment or postponement of that meeting) being held on or before the 22nd day after the expected date of the General Meeting set out in this document (or such later date, if any, as BBOX may determine with the agreement of UKCM or with the consent of the Panel and (if required) that the Court may allow);
  - (c) (i) the sanction of the Scheme by the Court with or without modification (but subject to any such modification being on terms acceptable to BBOX and UKCM); and
  - (ii) the Sanction Hearing being held on or before the 22nd day after the expected date of the Sanction Hearing as set out either (X) in this document (or such later date, if any, as BBOX may determine with the agreement of UKCM or with the consent of the Panel and (if required) that the Court may allow); or (Y) in the event that such expected date remains unknown at the time of publication of this document and this document identifies any date as indicative only, in any update announcement issued through a Regulatory Information Service pursuant to paragraph 6(a) of Appendix 7 of the Code (or such later date (if any) as may be agreed by BBOX and UKCM, with the consent of the Panel and (if required) that the Court may allow).

##### General conditions

3. In addition, subject to: (i) the terms of Part 4B of this document; and (ii) the requirements of the Panel, BBOX and UKCM have agreed that the Combination is conditional on the following

Conditions having been satisfied or, where applicable, waived and accordingly the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended if appropriate) have been so satisfied or, where relevant, waived prior to the Scheme being sanctioned by the Court:

**(a) BBOX Shareholder approval**

The passing at the BBOX General Meeting (or at any adjournment or postponement thereof) by the requisite majority of BBOX Shareholders of such resolution as is necessary to approve, implement and effect the Combination and the acquisition of any UKCM Shares including a resolution to authorise the allotment of New BBOX Shares in connection with the Combination and to approve the Combination in accordance with the Class 1 requirements under Listing Rule 10.5.1R(2) (as such resolution is set out in the notice of the BBOX General Meeting included in the Combined Circular and Prospectus);

**(b) Admission to listing**

The FCA having acknowledged to BBOX or its agent (and such acknowledgement not having been withdrawn) that the application for the admission of the New BBOX Shares to the premium listing segment of the Official List has been approved and (after satisfaction of any conditions to which such approval is expressed to be subject ("**Listing Conditions**")) that admission will become effective as soon as a dealing notice has been issued by the FCA and any Listing Conditions having been satisfied;

**(c) Admission to trading**

The London Stock Exchange having acknowledged to BBOX or its agent (and such acknowledgement not having been withdrawn) that the New BBOX Shares will be admitted to trading on the Main Market;

**(d) Third Party clearances**

(i) No government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution or any other body or person whatsoever in any relevant jurisdiction (each a "**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, order or change to published practice or having taken any other steps (and, in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order, which in each case would or might reasonably be expected to:

(A) require, prevent or materially delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider BBOX Group or by any member of the Wider UKCM Group of all or any part 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 BBOX Group or the Wider UKCM Group, in either case taken as a whole or in the context of the Combination;

(B) require, prevent or materially delay the divestiture by any member of the Wider BBOX Group of any shares or other securities in any member of the Wider UKCM Group;

(C) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider BBOX Group directly or indirectly to acquire or to hold or to exercise effectively 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 UKCM Group or the Wider BBOX

Group or on the ability of any member of the Wider UKCM Group or any member of the Wider BBOX Group, directly or indirectly, to hold or to exercise effectively 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, or to exercise voting or management control over, any such member;

- (D) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider BBOX Group or of any member of the Wider UKCM Group to an extent which is material in the context of the Wider BBOX Group or the Wider UKCM Group, in either case taken as a whole or in the context of the Combination;
- (E) make the Combination or its implementation or the acquisition or proposed acquisition by BBOX or any member of the Wider BBOX Group of any shares or other securities in, or control of, UKCM void, illegal, and/or unenforceable under the laws of any relevant jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, materially delay or otherwise interfere with the implementation of the same, or impose additional conditions or obligations with respect thereto, or otherwise challenge or interfere with the Combination, or require material amendment to the terms of the Combination to an extent which is or could be material in the context of the Combined Group taken as a whole or in the context of the Combination;
- (F) save as envisaged in the implementation of the Combination or by Part XVIII of the Companies Law of Guernsey, require any member of the Wider BBOX Group or the Wider UKCM Group to acquire, or to offer to acquire, any shares or other securities (or the equivalent) in, or any interest in any of the assets owned by, any member of the Wider UKCM Group or any member of the Wider BBOX Group owned by any third party, or to sell, or to offer to sell, any shares or other securities (or their equivalent) in, or any interest in any of the assets owned by, any member of the Wider UKCM Group or the Wider BBOX Group;
- (G) impose any limitation on the ability of any member of the Wider UKCM Group or the Wider BBOX Group to integrate or co-ordinate its business, or any part of it, with the businesses of any other member of the Wider UKCM Group or the Wider BBOX Group which is adverse to and material in the context of the Wider UKCM Group or the Wider BBOX Group, in each case taken as a whole, or in the context of the Combination; or
- (H) result in any member of the Wider UKCM Group or the Wider BBOX Group ceasing to be able to carry on business under any name under which it presently carries on business,

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

- (ii) All necessary notifications, filings or applications which are deemed necessary by BBOX or any member of the Wider BBOX Group having been made, all necessary waiting and other time periods (including any extensions of such waiting and other time periods) under any applicable legislation or regulation of any relevant jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory or regulatory obligations in any relevant jurisdiction having been complied with, in each case in connection with the Combination or the acquisition by any member of the Wider BBOX Group of any shares or other securities (or the equivalent) in, or control of, any member of the Wider UKCM Group; and

- (iii) All authorisations, orders, recognitions, grants, determinations, exemptions, consents, licences, confirmations, clearances, permissions and approvals deemed necessary by BBOX in any relevant jurisdiction or any member of the Wider BBOX Group for or in respect of the Combination including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities (or the equivalent) in, or control of, UKCM by any member of the Wider BBOX Group having been obtained in terms and in a form reasonably satisfactory to BBOX from all appropriate Third Parties or persons with whom any member of the Wider UKCM Group has entered into contractual arrangements and all such authorisations, orders, recognitions, grants, determinations, exemptions, consents, licences, confirmations, clearances, permissions and approvals deemed necessary by BBOX to carry on the business of any member of the Wider UKCM Group which, in each case is material in the context of the Wider BBOX Group or the Wider UKCM Group as a whole or for or in respect of the Combination 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 Combination becomes otherwise unconditional;

**(e) Certain matters arising as a result of any arrangement, agreement etc.**

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

- (i) any monies borrowed by, or any other indebtedness or liabilities (actual or contingent) of, or grant available to any member of the Wider UKCM Group, 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;
- (ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any member of the Wider UKCM Group thereunder being terminated or adversely modified or affected or any adverse obligation or liability arising or any action being taken or arising thereunder;
- (iii) any assets or interests of any member of the Wider UKCM Group being or falling to be disposed of or charged or ceasing to be available to any such member of the Wider UKCM Group 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 member of the Wider UKCM Group otherwise than in the ordinary course of business;
- (iv) the creation (other than in the ordinary course of business) 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 member of the Wider UKCM Group or any such mortgage, charge or other security interest (whenever arising or having arisen) becoming enforceable;
- (v) the rights, liabilities, obligations or interests of any member of the Wider UKCM Group 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 adversely affected (other than as directed, requested and/or required by BBOX or any other member of the Wider BBOX Group);

- (vi) the value of any member of the Wider UKCM Group or its financial or trading position, prospects or profits being prejudiced or adversely affected;
- (vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or
- (viii) the creation or acceleration of any liability, actual or contingent, by any member of the Wider UKCM Group (including any material tax liability or any obligation to obtain or acquire any material authorisation, order, grant, recognition, determination, confirmation, consent, licence, clearance, permission, exemption, approval, 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 Combination,

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 UKCM 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 sub-paragraphs (i) to (viii) of this Condition;

**(f) Certain events occurring since 31 December 2023**

Save as Disclosed, no member of the Wider UKCM Group having, since 31 December 2023:

- (i) save as between UKCM and wholly-owned subsidiaries and subsidiary undertakings of UKCM or between such wholly-owned subsidiaries and subsidiary undertakings of UKCM, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class (or the equivalent) or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities (or the equivalent);
- (ii) save as between UKCM and wholly-owned subsidiaries and subsidiary undertakings of UKCM or between such wholly-owned subsidiaries and subsidiary undertakings of UKCM and save for the UKCM Permitted Dividends, 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;
- (iii) save for intra-UKCM Group transactions, merged or demerged 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 UKCM Group taken as a whole or in the context of the Combination;
- (iv) save for intra-UKCM Group transactions, made, authorised, proposed or announced an intention to make, propose or authorise any change in its loan capital in each case, to the extent which is material in the context of the Wider UKCM Group taken as a whole or in the context of the Combination;
- (v) issued, authorised, proposed or announced its intention to issue, or made any change in or to, any debentures or (save for intra-UKCM Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any guarantee or actual or contingent liability;
- (vi) purchased, redeemed, repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities (or the equivalent) or reduced or, save in respect to the matters mentioned in sub-paragraph (i) 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 UKCM Group taken as a whole or in the context of the Combination;

- (vii) save for intra-UKCM Group transactions and other than pursuant to the Combination, implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement other than in the ordinary course of business;
- (viii) entered into, or materially varied the terms of, or made an offer (which remains open for acceptance) to materially vary the terms of any contract, service agreement, letter of appointment or arrangement with any director or senior personnel of any member of the Wider UKCM Group;
- (ix) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which is or could reasonably be expected to be restrictive on the businesses of any member of the Wider UKCM Group or the Wider BBOX Group or which involves or could involve an obligation of such a nature or magnitude other than in the ordinary course of business and which is material or would be reasonably likely to be material in the context of the Wider UKCM Group taken as a whole or in the context of the Combination;
- (x) (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, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, manager, trustee or similar officer of all or any part 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 UKCM Group taken as a whole or in the context of the Combination;
- (xi) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, 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;
- (xii) waived or compromised any claim otherwise than in the ordinary course of business and in any case which is material or would be reasonably likely to be material in the context of the Wider UKCM Group taken as a whole or in the context of the Combination;
- (xiii) entered into any contract, commitment, arrangement or agreement other 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 to propose to, effect any of the transactions, matters or events referred to in this Condition;
- (xiv) undertaken:
  - (A) a conversion under Part V of the Companies Law of Guernsey;
  - (B) an amalgamation under Part VI of the Companies Law of Guernsey;
  - (C) a migration under Part VII of the Companies Law of Guernsey; or
  - (D) an arrangement or reconstruction (other than the Scheme) under Part VIII of the Companies Law of Guernsey;



- (xv) having made any material alteration to its articles of incorporation or other incorporation documents (in each case, other than as required in connection with the Combination or the Scheme);
- (xvi) put in place any pension schemes for any director of any member of the Wider UKCM Group or their dependants;
- (xvii) proposed or agreed to provide any share option incentive scheme or other benefit relating to the employment or termination of employment of any director of any member of the Wider UKCM Group;
- (xviii) entered into, implemented or authorised the entry into, any joint venture, asset or profit sharing arrangement, partnership or merger of business or corporate entities; or
- (xix) except with the consent of BBOX, having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of UKCM Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code;

**(g) No adverse change, litigation or regulatory enquiry**

Save as Disclosed, since 31 December 2023:

- (i) 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 UKCM Group or the Wider BBOX Group which, in any such case, is material in the context of the Wider UKCM Group or the Wider BBOX Group taken as a whole or in the context of the Combination and no circumstances have arisen which would or might reasonably be expected to result in any such adverse change;
- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider UKCM Group or the Wider BBOX Group is or may 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 UKCM Group or the Wider BBOX Group having been instituted, announced, implemented or threatened by or against or remaining outstanding in respect of any member of the Wider UKCM Group or the Wider BBOX Group which in any such case, has had or might reasonably be expected to have an adverse effect to an extent which is material in the context of the Wider UKCM Group or the Wider BBOX Group taken as a whole or in the context of the Combination;
- (iii) no member of the Wider UKCM Group nor any member of the Wider BBOX Group having conducted its business in breach of any applicable laws and regulations and which is material in the context of the Wider UKCM Group or the Wider BBOX Group taken as a whole or in the context of the Combination; and
- (iv) no contingent or other liability having arisen or become apparent to BBOX or UKCM (other than in the ordinary course of business) which will or might be reasonably likely to adversely affect the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider UKCM Group or the Wider BBOX Group to an extent which is material in the context of the Wider UKCM Group or the Wider BBOX Group taken as a whole or in the context of the Combination;

**(h) No withdrawal, cancellation, termination or modification of licence**

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 UKCM 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 be reasonably expected to have, an adverse effect which is material in the context of the Wider UKCM Group taken as a whole or in the context of the Combination;

**(i) No discovery of certain matters regarding information, liabilities and environmental issues**

(i) Save as Disclosed, BBOX not having discovered:

- (A) that any financial, business or other information concerning the Wider UKCM Group publicly disclosed at any time by or on behalf of any member of the Wider UKCM Group before or on the Announcement Date is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading, in each case, to the extent which is material in the context of the Wider UKCM Group taken as a whole or in the context of the Combination;
- (B) that any member of the Wider UKCM Group is subject to any liability (contingent or otherwise), in each case, to the extent which is material in the context of the Wider UKCM Group taken as a whole or in the context of the Combination; or
- (C) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider UKCM Group and which is material in the context of the Wider UKCM Group taken as a whole or in the context of the Combination;

(ii) Save as Disclosed, BBOX not having discovered:

- (A) that any past or present member of the Wider UKCM 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, release, disposal, discharge, spillage, 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 any person, or that there has otherwise been any such use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission (whether or not this constituted a non-compliance by any person with any such legislation or regulations and wherever the same may have taken place) which non-compliance or use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission, in any case, would be reasonably likely to give rise to any liability (whether actual or contingent) or cost on the part of any member of the Wider UKCM Group and which is material in the context of the Wider UKCM Group taken as a whole or in the context of the Combination; or
- (B) that there is, or is reasonably likely to be, for any reason whatsoever, any liability, whether actual or contingent, of any past or present member of the Wider UKCM 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 UKCM Group or (or on its behalf) or by any person for which a member of the Wider UKCM 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, order or other lawful requirement of any relevant authority or Third Party or otherwise which is in each case material in the context of the Wider UKCM Group taken as a whole or in the context of the Combination;

**(j) Anti-corruption, sanctions and criminal property**

Except as Disclosed, BBOX not having discovered that:

- (i) any past or present member, director, officer or employee of the Wider UKCM 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, the Prevention of Corruption (Bailiwick of Guernsey) Law, 2003 or any other anti-corruption or anti-bribery law, rule or regulation applicable to the Wider UKCM Group or any other law, rule, or regulation concerning improper payments or kickbacks applicable to the Wider UKCM Group; or (b) any person that performs or has performed services for or on behalf of the Wider UKCM 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, the Prevention of Corruption (Bailiwick of Guernsey) Law, 2003 or any other anti-corruption legislation or anti-bribery law, rule or regulation or any other law, rule, or regulation concerning improper payments or kickbacks that is, in each case, applicable to the Wider UKCM Group; or
- (ii) any asset of any member of the Wider UKCM 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 UKCM Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering; or
- (iii) any past or present member, director, officer or employee of the UKCM Group , or any other person for whom any such person may be liable or responsible; or
- (iv) 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: (a) 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 (b) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, 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 breach of any applicable Blocking Law; or
- (v) any past or present member, director, officer or employee of the Wider UKCM Group or any other person for whom any such person may be liable or responsible:
  - (A) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the U.S. Anti-Terrorism Act;
  - (B) 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 U.S. Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the U.S. Department of State;
  - (C) 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
  - (D) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international

organisation or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or

- (vi) any member of the Wider UKCM Group has engaged in any transaction which would cause BBOX to be in breach of any applicable law or regulation upon its acquisition of UKCM, including the economic sanctions of the United States Office of Foreign Assets Control, or HMRC, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states.

## **Part 4B**

### **Waiver and invocation of the Conditions**

1. To the extent permitted by law and subject to the requirements of the Panel in accordance with the Code:
  - (a) BBOX reserves the right, in its sole discretion, to waive:
    - (i) any of the deadlines set out in paragraph 2 of Part 4A for the timing of the Court Meeting, General Meeting and the Sanction Hearing. If any such deadline is not met, BBOX shall make an announcement by 8.00 a.m. (London time) on the Business Day following such deadline confirming whether it has invoked or waived the relevant Condition or agreed with UKCM to extend the deadline in relation to the relevant Condition;
    - (ii) in whole or in part all or any of the Conditions set out in Part 4A, except for Conditions 1, 2(a)(i), 2(b)(i), 2(c)(i) and 3(a) to (c) (inclusive) which cannot be waived, and in respect of Condition 3 (g), so far as it relates to the Wider BBOX Group, or any part thereof; and
  - (b) UKCM reserves the right, in its sole discretion, to waive, in whole or in part, Condition 3 (g), so far as it relates to the Wider UKCM Group, or any part thereof.
2. Conditions 2(a), 2(b) and 3 (a) to (c) (inclusive) must be fulfilled by, and Conditions 3 (d) to (j) (inclusive) must be fulfilled or waived by, no later than 11.59 p.m. (London time) on the date immediately preceding the date of the Sanction Hearing (or such later date as BBOX, UKCM, the Panel and, if required, the Court may allow), failing which the Scheme will lapse. Neither BBOX nor UKCM shall be under any obligation to waive (if capable of waiver), to determine to be or remain satisfied or fulfilled, or treat as satisfied or fulfilled any of the Conditions capable of waiver by a date earlier than the latest date specified for the fulfilment or waiver thereof, notwithstanding that the other Conditions of the Combination 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 satisfaction or fulfilment.
3. Under Rule 13.5(a) of the Code, BBOX may only invoke a Condition so as to cause the Combination 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 BBOX in the context of the Combination. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise. Any Condition that is subject to Rule 13.5(a) of the Code may be waived by BBOX.
4. Conditions 1, 2 and 3(a) to (c) (inclusive) and, if applicable, any acceptance condition if the Combination is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Code.
5. Under Rule 13.6 of the Code, UKCM may only invoke a Condition so as to cause the Combination not to proceed, to lapse or to be withdrawn if the circumstances which give rise to the right to invoke the Condition are of material significance to UKCM Shareholders in the context of the Combination.
6. The Combination will lapse if the Scheme does not become Effective by no later than 11.59 p.m. (London time) on the Long Stop Date.

## **Part 4C**

### **Implementation by way of Takeover Offer**

1. If BBOX is required by the Panel to make a Takeover Offer for UKCM Shares under the provisions of Rule 9 of the Code, BBOX may make such alterations to any of the above Conditions and terms of the Combination as are necessary to comply with the provisions of that Rule.
2. BBOX reserves the right to elect (with the consent of the Panel), to implement the Combination 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 (subject to appropriate amendments, to reflect the change in method of effecting the Combination, including (without limitation) an acceptance condition set at 90 per cent. of the issued share capital of UKCM (or such lower percentage (being more than 50 per cent.) of the issued share capital of UKCM as BBOX may, subject to the rules of the Code and with the consent of the Panel, decide) as those which would apply to the Scheme. Further, if sufficient acceptances of such Takeover Offer are received and/or sufficient UKCM Shares are otherwise acquired, it is the intention of BBOX to apply the provisions of Part XVIII of the Companies Law of Guernsey to compulsorily acquire any outstanding UKCM Shares to which such Takeover Offer relates.

## **Part 4D**

### **Certain further terms of the Combination**

1. The Combination and Scheme are governed by the laws of Guernsey and are subject to the jurisdiction of the Court and to the conditions and further terms set out in this Part 4. The Combination is subject to the applicable requirements of the Companies Law of Guernsey, the Court, the GFSC, the Code, the Panel, the London Stock Exchange and the FCA.
2. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
3. Fractions of New BBOX Shares will not be allotted or issued pursuant to the Combination and entitlements of Scheme Shareholders to New BBOX Shares will be rounded down to the nearest whole number of New BBOX Shares. All fractional entitlements to New BBOX Shares will be aggregated and sold in the market as soon as practicable after the Effective Date. The net proceeds of such sale (after deduction of all expenses and commissions incurred in connection with the sale) will be distributed by BBOX in due proportions to Scheme Shareholders who would otherwise have been entitled to such fractions provided that individual entitlements to amounts of less than £5 will not be paid to Scheme Shareholders but will be retained for the benefit of the Combined Group.
4. The Combination is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by 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 where to do so would violate the laws of that jurisdiction.
5. The availability of the Combination to UKCM Shareholders not resident in the United Kingdom or Guernsey may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom or Guernsey should inform themselves about and observe any applicable requirements. Further details in relation to overseas shareholders are contained in paragraph 14 of Part 2 of this document. The New BBOX Shares to be issued pursuant to the Combination have not been and will not be registered under the US Securities Act or under any laws or with any securities regulatory authority of any State or other jurisdiction of the United States or under any of the relevant securities laws of any other Restricted Jurisdiction. Accordingly, the New BBOX Shares may not be offered, sold or delivered, directly or indirectly, in or into the United States or any other Restricted Jurisdiction, except pursuant to exemptions from applicable securities law requirements of any such jurisdiction, including, without limitation, the exemption from the registration requirements of the US Securities Act provided by Section 3(a)(10) thereof.

6. The New BBOX Shares will be issued credited as fully paid-up and will rank *pari passu* in all respects with the BBOX Shares in issue at that time, including the right to receive and retain dividends and other distributions (if any) announced, declared, made or paid by reference to a record date on or after the Effective Date (save, for the avoidance of doubt, any BBOX Quarterly Permitted Dividend and any BBOX Equalising Dividend). Applications will be made to the FCA for the New BBOX Shares to be admitted to the premium listing segment of the Official List and to the London Stock Exchange for the New BBOX Shares to be admitted to trading on the Main Market.
7. The UKCM Shares which will be acquired under the Combination will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and 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 reduction of share capital or share premium account or otherwise) made or paid on or after the Announcement Date, save for the UKCM Permitted Dividends.
8. If, on or after the Announcement Date and on or prior to the Effective Date, UKCM announces, declares, makes or pays: (i) a UKCM Permitted Dividend, and the quantum of such dividend is in excess of the amount which UKCM is entitled to pay to UKCM Shareholders in accordance with this document; or (ii) any other dividend, distribution or form of capital return, BBOX shall be entitled to either: (a) adjust the Exchange Ratio by an amount equivalent to all or any part of such excess (in the case of a UKCM Permitted Dividend) or by the amount of all or part of any such other dividend, distribution or form of capital return; or (b) declare and pay a BBOX Equalising Dividend to BBOX Shareholders without any consequential change to the Exchange Ratio. BBOX also reserves the right to adjust the Exchange Ratio in such circumstances as are, and by such amount as is, permitted by the Panel. If BBOX exercises its rights under this paragraph 8(b) to adjust the Exchange Ratio, any reference in this document to the Exchange Ratio will be deemed to be a reference to the Exchange Ratio as so adjusted. To the extent that a dividend or distribution has been declared but not paid prior to the Effective Date, and such dividend or distribution is cancelled, then the Exchange Ratio shall not be subject to change in accordance with this paragraph. Any exercise by BBOX of its rights referred to in this paragraph 8(b) will be the subject of an announcement and, for the avoidance of doubt, will not be regarded as constituting any revision or variation of the Combination.
9. If, on or after the Announcement Date and on or prior to the Effective Date, BBOX announces, declares, makes or pays: (i) a BBOX Permitted Dividend, and the quantum of such dividend is in excess of the amount which BBOX is entitled to pay to BBOX Shareholders in accordance with this document; or (ii) any other dividend, distribution or form of capital return, UKCM shall be entitled to either: (a) adjust the Exchange Ratio by an amount equivalent to all or any part of such excess (in the case of a BBOX Permitted Dividend) or by the amount of all or part of any such other dividend, distribution or form of capital return; or (b) declare and pay a UKCM Equalising Dividend to UKCM Shareholders without any consequential change to the Exchange Ratio. If UKCM exercises its rights under this paragraph 9 to adjust the Exchange Ratio, any reference in this document to the Exchange Ratio will be deemed to be a reference to the Exchange Ratio as so adjusted. To the extent that a dividend or distribution has been declared but not paid prior to the Effective Date, and such dividend or distribution is cancelled, then the Exchange Ratio shall not be subject to change in accordance with this paragraph. Any exercise by UKCM of its rights referred to in this paragraph 9 will be the subject of an announcement and, for the avoidance of doubt, will not be regarded as constituting any revision or variation of the Combination.

## PART 5

### FINANCIAL AND RATINGS INFORMATION ON THE UKCM GROUP AND THE BBOX GROUP

Recipients of this document should read the whole of this document and not just rely on the financial information incorporated by reference in this Part 5 of this document.

#### 1. FINANCIAL INFORMATION OF THE UKCM GROUP INCORPORATED BY REFERENCE

The following sets out financial information in respect of UKCM as required by Rule 24.3 of the Code. The documents referred to in paragraphs 1.1, 1.2, 1.3 and 1.4, 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.

- 1.1. the audited accounts of UKCM for the financial year ended 31 December 2021 are set out on pages 72 to 95 (both inclusive) of UKCM's annual report for the financial year ended on 31 December 2021, available on UKCM's website at [www.ukcpreit.com/en-gb/merger](http://www.ukcpreit.com/en-gb/merger);
- 1.2. the audited accounts of UKCM for the financial year ended 31 December 2022 are set out on pages 76 to 99 (both inclusive) of UKCM's annual report for the financial year ended on 31 December 2022, available on UKCM's website at [www.ukcpreit.com/en-gb/merger](http://www.ukcpreit.com/en-gb/merger);
- 1.3. the unaudited accounts of UKCM for the six months ended 30 June 2023 are set out on pages 26 to 35 (both inclusive) of UKCM's interim report for the six months ended 30 June 2023, available on UKCM's website at [www.ukcpreit.com/en-gb/merger](http://www.ukcpreit.com/en-gb/merger); and
- 1.4. the announcement of UKCM's unaudited NAV as at 31 December 2023 dated 7 February 2024, available on UKCM's website at [www.ukcpreit.com/en-gb/merger](http://www.ukcpreit.com/en-gb/merger).

#### 2. FINANCIAL INFORMATION OF BBOX GROUP INCORPORATED BY REFERENCE

The following sets out financial information in respect of BBOX as required by Rule 24.3 of the Code. The documents referred to in paragraphs 2.1, 2.2 and 2.3, 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.

- 2.1. the audited accounts of BBOX for the financial year ended 31 December 2022 are set out on pages 113 to 148 (both inclusive) of BBOX's annual report for the financial year ended on 31 December 2022, available on BBOX's website at [www.tritaxbigbox.co.uk/investors/shareholder-information/possible-all-share-offer-for-ukcm/](http://www.tritaxbigbox.co.uk/investors/shareholder-information/possible-all-share-offer-for-ukcm/); and
- 2.2. the audited accounts of BBOX for the financial year ended 31 December 2023 are set out on pages 122 to 157 (both inclusive) of BBOX's annual report for the financial year ended on 31 December 2023, available on BBOX's website at [www.tritaxbigbox.co.uk/investors/shareholder-information/possible-all-share-offer-for-ukcm/](http://www.tritaxbigbox.co.uk/investors/shareholder-information/possible-all-share-offer-for-ukcm/).

#### 3. AVAILABILITY OF HARD COPIES

The documents incorporated by reference herein are all available free of charge on the websites set out above. UKCM will provide, without charge to each person to whom a copy of this document has been delivered, upon the oral or written request of such person, a hard copy of any or all of the documents which are incorporated by reference herein within two Business Days of the receipt of such request. Copies of any documents or information incorporated by reference into this document will not be provided unless such a request is made. If you would like to request a hard copy of this document or any information incorporated by reference into this document, please contact UKCM's registrar, Computershare, c/o 13 Castle Street, St Helier, Jersey JE1 1ES, or by calling 0370 707 4040 or from overseas +44(0)370 707 4040. Calls are charged at the standard geographical rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that Computershare cannot provide any financial, legal or tax advice. Calls may be recorded and monitored for security and training purposes.

#### **4. RATINGS**

No rating agency has publicly accorded UKCM any current credit rating or outlook.

Moody's assigned its 'Baa1' long-term issuer credit rating to BBOX.



## PART 6

### TAXATION

This section relates to UK and Guernsey tax considerations relevant to the Scheme and does not address the tax considerations relevant to the receipt of dividends on the Scheme Shares (including any UKCM Quarterly Permitted Dividend and any UKCM Equalising Dividend) or the ownership and disposal of New BBOX Shares.

**Scheme Shareholders who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the UK or Guernsey are strongly recommended to consult their own professional advisers.**

#### UK Taxation

The following paragraphs, which are intended as a general guide only, are based on current UK legislation and what is understood to be the current practice of HMRC as at the publication of this document which may or may not be binding on HMRC, both of which may change, possibly with retroactive effect. They summarise certain limited aspects of the UK tax consequences of the implementation of the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme. They apply only to Scheme Shareholders who are resident, and in the case of individual Scheme Shareholders domiciled, for tax purposes in (and only in) the UK and to whom “split year” treatment does not apply (except insofar as express reference is made to the treatment of non-UK residents), who hold their Scheme Shares and New BBOX Shares as an investment (other than under a self-invested personal pension or in an individual savings account), and who are the absolute beneficial owners of the Scheme Shares and New BBOX Shares (as appropriate). The tax position of certain categories of Scheme Shareholders who are subject to special rules (such as persons acquiring their Scheme Shares or New BBOX Shares in connection with dealers in securities, insurance companies and collective investment schemes) is not considered.

**Scheme Shareholders who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the UK are strongly recommended to consult their own professional advisers.**

#### *UK taxation on chargeable gains*

Under the Scheme, Scheme Shareholders will be entitled to receive 0.444 New BBOX Shares for each Scheme Share held. A Scheme Shareholder’s liability to UK capital gains tax or corporation tax on chargeable gains (as applicable) (“**CGT**”) will depend on the individual circumstances of that Scheme Shareholder and the form of consideration received.

To the extent that a Scheme Shareholder receives New BBOX Shares in exchange for his or her or its Scheme Shares, such exchange should be treated as a reorganisation for the purposes of UK CGT. Accordingly, Scheme Shareholders should not be treated as having made a disposal of their Scheme Shares for CGT purposes as a result of the exchange and the New BBOX Shares issued to them should be treated as the same asset as the relevant Scheme Shares. The New BBOX Shares should therefore have the same base cost for CGT purposes as the Scheme Shares they replace.

In the case of a Scheme Shareholder who, alone or together with persons connected with him, holds more than 5 per cent. of shares in UKCM, the above treatment will apply only if the exchange is effected for *bona fide* commercial reasons and does not form part of arrangements of which the main purpose, or one of the main purposes, is an avoidance of a liability to CGT. Such Scheme Shareholders are advised that an application is being made to HMRC for clearance under section 138 of the Taxation of Chargeable Gains Act 1992 to confirm that HMRC are satisfied that the exchange will be effected for *bona fide* commercial reasons and will not form part of any arrangements of the type described above.

To the extent that a Scheme Shareholder receives cash in respect of the sale of fractional entitlements to New BBOX Shares under the Scheme, and the amount of cash received is small in comparison with the value of his or her or its Scheme Shares and the allowable cost attributable to his or her or its Scheme Shares is equal to or greater than the amount of such cash received, the Scheme Shareholder will not be treated as having disposed of the Scheme Shares in respect of which the cash was received.

Instead, an amount equal to the amount of such cash will be deducted from the allowable cost of his or her or its New BBOX Shares. Under current HMRC practice, any cash payment of £3,000 or less or (if greater) which is 5 per cent. or less of the market value of the Scheme Shareholder's holding of Scheme Shares immediately prior to disposal will generally be treated as small for these purposes.

In all other cases where a Scheme Shareholder receives cash as a result of the sale of aggregated fractions of New BBOX Shares, the Scheme Shareholder will be treated as having made a part disposal of his or her or its Scheme Shares, with the chargeable gain being computed on the basis of an apportionment of the allowable cost of the holding by reference to the market value of the holding at the time of disposal. Depending on the Scheme Shareholder's circumstances (including the availability of exemptions or allowable losses), that may give rise to a liability to CGT.

#### *UK stamp duty and stamp duty reserve tax ("SDRT")*

No UK stamp duty or SDRT should be payable by Scheme Shareholders on the exchange of their Scheme Shares for New BBOX Shares and/or cash under the Scheme.

### **Guernsey Taxation**

The following paragraphs, which are intended as a general guide only, and do not constitute tax advice, are based on current Guernsey tax legislation and the published practice of the Director of the Revenue Service in Guernsey, which is subject to change (possibly with retroactive effect). They summarise certain limited aspects of the anticipated Guernsey tax treatment of the Combination and they relate only to the position of Scheme Shareholders who are the absolute beneficial owners of their Scheme Shares, who hold their Scheme Shares as an investment and who are resident in Guernsey for taxation purposes. They do not apply to certain classes of Scheme Shareholders, such as dealers in securities, insurance companies, collective investment schemes and Scheme Shareholders who have, or are deemed to have, acquired their Scheme Shares by reason of, or in connection with, an office or employment. If you are in any doubt as to your taxation position or if you are subject to tax in any jurisdiction other than Guernsey, you should consult an appropriate professional adviser immediately.

Guernsey currently does not levy taxes upon capital inheritances, capital gains, gifts, capital transfers, wealth, sales or turnover (unless the varying of investments and turning of such investments to account is a business or part of a business), nor are there any estate duties, save for registration fees and an *ad valorem* duty for a Guernsey grant of representation where the deceased dies leaving assets in Guernsey which require presentation of such a grant.

No stamp duty is chargeable in Guernsey on the issue, transfer, disposal or redemption of shares other than Documents Duty which can apply in some instances where a company holds Guernsey situated real estate.

#### *Guernsey Resident Shareholders*

Shareholders who are resident in Guernsey may be subject to Guernsey income tax on any dividends paid by BBOX, depending on their own circumstances. No stamp duty or similar duty or tax will be payable in Guernsey by Scheme Shareholders resident in Guernsey as a result of approving the Scheme.

#### *Non-Guernsey Resident Shareholders*

Scheme Shareholders resident outside Guernsey will not be subject to any tax in Guernsey in respect of or in connection with the implementation of the Scheme, except where and to the extent that they have a permanent establishment in Guernsey to which the holding of Scheme Shares is attributable.

#### *Anti-Avoidance*

Guernsey has a wide-ranging anti-avoidance provision. This provision targets transactions where the effect of the transaction or series of transactions is the avoidance, reduction or deferral of a tax liability. On a discretionary basis, the Director of the Revenue Service in Guernsey will make such adjustments to the tax liability to counteract the effects of the avoidance, reduction or deferral of the tax liability.

## PART 7

### ADDITIONAL INFORMATION

#### 1. RESPONSIBILITY

- 1.1. The UKCM Recommending Directors, being those Directors set out in paragraph 2.1 of this Part 7 (excluding Peter Pereira Gray), accept responsibility for the information contained in this document (including expressions of opinion) other than (i) the “UKCM Dissenting Director’s Statement” set out in paragraph 5 of Part 1 of this document; and (ii) the information for which the BBOX Directors have taken responsibility pursuant to paragraph 1.3 below. To the best of the knowledge and belief of the UKCM Recommending Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information. For the avoidance of doubt, the information set out in paragraph 5 of Part 1 of this document reflects the views of the UKCM Dissenting Director, which are not shared by the UKCM Recommending Directors and for which the UKCM Recommending Directors are not responsible.
- 1.2. Peter Pereira Gray, being the UKCM Dissenting Director, accepts responsibility for the information contained in this document (including expressions of opinion) other than (i) the “Background to and reasons for the UKCM Board Recommendation” set out in paragraph 4 of Part 1 of this document; and (ii) the information for which the BBOX Directors have taken responsibility pursuant to paragraph 1.3 below. To the best of the knowledge and belief of Peter Pereira Gray (who has taken all reasonable care to ensure that such is the case), the information contained in this document for which he is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information. For the avoidance of doubt, the information set out in paragraph 4 of Part 1 of this document reflects the views of the UKCM Recommending Directors, which are not shared by the Mr Pereira Gray and for which Mr Pereira Gray is not responsible.
- 1.3. The BBOX Directors, whose names are set out in paragraph 2.2 of this Part 7, accept responsibility for the information contained in this document (including expressions of opinion) relating to BBOX, the BBOX Group, the Quantified Financial Benefits Statement, themselves, their respective close relatives, related trusts and other connected persons and any person acting, or deemed to be acting in concert with BBOX (as such term is used in the Code). To the best of the knowledge and belief of the BBOX Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

#### 2. DIRECTORS AND CORPORATE INFORMATION

- 2.1. The names of the UKCM Directors, all of whom are independent and non-executive, and their respective positions are as follows:

<b>Name</b>	<b>Position</b>
Peter Pereira Gray	Chair of the UKCM Board (non-executive)
Margaret Littlejohns	Senior Independent Director and Chair of the Risk Committee (non-executive)
Michael Ayre	Director and Chair of the Audit Committee (non-executive)
Chris Fry	Director and Chair of the Property Valuation Committee (non-executive)
Fionnuala Hogan	Director and Chair of the Management Engagement Committee and Nomination and Remuneration Committee (non-executive)

The registered office of UKCM and the business address of each of the UKCM Directors is PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 3QL. UKCM is a company limited by shares incorporated in Guernsey and is authorised as a closed ended collective investment scheme by the GFSC.

- 2.2. The names of the BBOX Directors, all of whom are independent and non-executive, and their respective positions are as follows:

<b>Name</b>	<b>Position</b>
Aubrey Adams	Chairman of the BBOX Board and Chair of the Nomination Committee (non-executive)
Karen Whitworth	Senior Independent Director (non-executive)
Elizabeth Brown	Director and Chair of the Management Engagement Committee (non-executive)
Alastair Hughes	Director (non-executive)
Wu Gang	Director (non-executive)
Richard Laing	Director and Chair of the Audit & Risk Committee (non-executive)

The registered office of BBOX and the business address of each of the BBOX Directors is 72 Broadwick Street, London, United Kingdom, W1F 9QZ. BBOX is a public limited company incorporated in England and Wales.

### **3. PERSONS ACTING IN CONCERT**

- 3.1. In addition to the UKCM Directors and members of the UKCM Group, the following entities which, for the purposes of the Code, are acting in concert with UKCM in respect of the Combination and who are required to be disclosed are:

- 3.1.1. Rothschild & Co, which is acting as lead financial adviser and sole Rule 3 adviser to UKCM and has its registered office at New Court, St Swithin's Lane, London, EC4N 8AL;
- 3.1.2. Deutsche Numis, which is acting as joint financial adviser to UKCM and has its registered office at 45 Gresham Street, London, England, EC2V 7BF; and
- 3.1.3. abrdn Fund Managers Limited, which is the alternative investment fund manager and investment manager of UKCM and has its registered office at 280 Bishopsgate, London, United Kingdom, EC2M 4AG.

- 3.2. In addition to the BBOX Directors and members of the BBOX Group, the following persons or entities who, for the purposes of the Code, are acting in concert with BBOX in respect of the Combination and who are required to be disclosed are:

- 3.2.1. Jefferies, which is acting as lead financial adviser to BBOX and has its registered office at 100 Bishopsgate, London, England, EC2N 4JL;
- 3.2.2. J.P. Morgan Cazenove, which is acting as a joint financial adviser and corporate broker to BBOX and has its registered office at 25 Bank Street, Canary Wharf, London, E14 5JP;
- 3.2.3. Akur, which is acting as a joint financial adviser to BBOX and has its registered office at 66 St. James's Street, London, England, SW1A 1NE;
- 3.2.4. BBOX Manager, which is the alternative investment fund manager and investment manager of BBOX and has its registered office at 280 Bishopsgate, London, England, EC2M 4AG;
- 3.2.5. BBOX Manager Members, as members of BBOX Manager; and
- 3.2.6. abrdn Holdings Limited, as a member of BBOX Manager.

#### 4. IRREVOCABLE UNDERTAKINGS AND LETTER OF INTENT

##### 4.1. Irrevocable undertakings from the UKCM Recommending Directors

4.1.1. BBOX has received irrevocable undertakings to vote or procure votes to approve the Scheme at the Court Meeting and to vote or procure votes in favour of the Resolution at the General Meeting (or in the event that the Combination is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) from Michael Ayre, Chris Fry, Fionnuala Hogan and Margaret Littlejohns (being the UKCM Recommending Directors) in respect of their entire beneficial holdings of UKCM Shares (and the UKCM Shares which they otherwise control) in the proportions set out in the table below. These irrevocable undertakings represent, in aggregate, 427,666 UKCM Shares, representing approximately 0.03 per cent. of the issued ordinary share capital of UKCM as at close of business on the Latest Practicable Date.

Name	Number of UKCM Shares in respect of which the undertaking is given <sup>(1)</sup>	Percentage of UKCM Shares in issue as at the Latest Practicable Date <sup>(2)</sup>
Michael Ayre	192,000	0.01
Chris Fry	106,445	0.00
Fionnuala Hogan	69,221	0.00
Margaret Littlejohns	60,000	0.00
<b>Total</b>	<b>427,666</b>	<b>0.03</b>

Notes:

- (1) The UKCM Shares referred to in the table above are held via nominees. In each case, the UKCM Shareholder has undertaken to vote himself/herself, or to use best endeavours to procure the exercise of the votes attaching to his/her UKCM Shares, in favour of the Scheme and the Resolution.
- (2) Percentages are calculated on the basis of 1,299,412,465 UKCM Shares in issue as at the Latest Practicable Date prior to the publication of this document and truncated to two decimal places. The aggregated percentage totals are calculated based on the relevant total number of shares held and not the aggregate of the percentage holdings of the relevant persons.

4.1.2. These irrevocable undertakings will cease to be binding if:

- (a) BBOX announces, with the consent of the Panel, that it does not intend to proceed with the Combination in accordance with Rule 2.8 of the Code;
- (b) in the event that the Combination proceeds by way of the Scheme, the Scheme or any resolution to be proposed that is required to implement the Scheme is not approved by the requisite majority of UKCM Shareholders at the General Meeting or the Court Meeting;
- (c) in the event that the Combination proceeds by way of Takeover Offer, the Offer Document is not posted to the UKCM Shareholders within the permitted period under the Code or as otherwise agreed by the Panel;
- (d) if any resolution to be proposed to approve and implement the Combination is not approved by the requisite majority of BBOX Shareholders at the BBOX General Meeting to be convened in connection with the Combination; or
- (e) on the earlier of:
  - (i) the Long Stop Date; and
  - (ii) the date on which the Combination is withdrawn or lapses in accordance with its terms (other than where the Combination is withdrawn or lapses and a new, revised or replacement Scheme or Takeover Offer has been announced in accordance with Rule 2.7 of the Code at the same time). These irrevocable undertakings will continue to be binding in the event that a higher competing offer is made for UKCM.

#### 4.2. Irrevocable undertakings from other UKCM Shareholders

4.2.1. BBOX has also received irrevocable undertakings to vote or procure votes to approve the Scheme at the Court Meeting and to vote or procure votes in favour of the Resolution at the General Meeting (or in the event that the Combination is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) from Phoenix in respect of 563,773,465 UKCM Shares, representing approximately 43.3<sup>(1)</sup> per cent. of the issued share capital of UKCM as at the Latest Practicable Date.

4.2.2. This irrevocable undertaking will cease to be binding if:

- (a) BBOX announces a possible offer or a firm offer to acquire all of the issued and to be issued ordinary share capital of UKCM at an exchange ratio below the Exchange Ratio, subject to any adjustment permitted under the terms of the Combination set out in the Announcement (including, without limitation, the exercise by BBOX of the right to adjust the Exchange Ratio set out in paragraph 8 of Part D of Appendix 1 of the Announcement);
- (b) the Scheme Document or Offer Document (as applicable) is not published within 28 days of the date of release of the Announcement (or within such longer period as the Panel may agree);
- (c) BBOX announces, with the consent of the Panel, that it does not intend to proceed with the Combination and no new, revised or replacement combination (to which the undertaking applies) is announced in accordance with Rule 2.7 of the Code at the same time;
- (d) the Takeover Offer or Scheme lapses or is withdrawn and no new, revised or replacement combination (to which the undertaking applies) is announced in accordance with Rule 2.7 of the Code at the same time;
- (e) at any time prior to the Scheme becoming effective or the Takeover Offer becoming unconditional (as applicable):
  - (i) in accordance with Rule 2.7 of the Code, a third party (the “**Competing Bidder**”) announces a firm intention to acquire the entire issued and to be issued share capital of UKCM not already owned by the Competing Bidder on terms which represent not less than 78.24 pence per UKCM Share as at the date on which the Competing Bidder announces its firm intention (the “**Higher Competing Offer**”); and
  - (ii) BBOX does not increase the consideration offered under the Combination to an amount which represents an offer value equal to or higher than the consideration offered pursuant to the Higher Competing Offer (in the reasonable opinion of Phoenix) by 11.59 p.m. (UK time) on the third business day after the date of the firm intention announcement of the Higher Competing Offer,

and, in the event that some or all of the consideration pursuant to the Higher Competing Offer is in the form of securities of a class already admitted to the Official List of the FCA and traded on the London Stock Exchange or admitted to AIM or any other overseas investment exchange recognised or designated by the FCA for the purposes of FSMA (as amended from time to time), the implied value of the securities exchange component of the Higher Competing Offer will be calculated based upon the Competing Bidder’s undisturbed share price (being the closing share price on the business day prior to the announcement of the Higher Competing Offer) multiplied by the exchange ratio of the securities exchange component of the Higher Competing Offer; or

- (f) the Combination has not completed prior to the Long Stop Date.

**Note:**

- (1) Percentages in paragraph 4.2.1 are calculated on the basis of 1,299,412,465 UKCM Shares in issue as at the Latest Practicable Date prior to the publication of this document and truncated to one decimal place.

#### 4.3. *Aggregate irrevocable undertakings*

BBOX has therefore received irrevocable undertakings from UKCM Recommending Directors and Phoenix in respect of, in aggregate, 564,201,131 UKCM Shares representing approximately 43.4 per cent. of UKCM's issued share capital as at the latest practicable date prior to the publication of this document.

#### 4.4. *Letter of intent*

BBOX has also received a non-binding letter of intent from Investec Wealth & Investment (UK) Limited ("**Investec**") to vote in favour of the Combination if it is implemented by way of the Scheme or, if implemented by way of a Takeover Offer, to accept such Takeover Offer, in respect of 170,000,000 UKCM Shares, representing approximately 13.1 per cent. of UKCM's total issued share capital as at the Latest Practicable Date.

#### 4.5. *Aggregate irrevocable undertakings and letter of intent*

In total, therefore, BBOX has received irrevocable undertakings and a letter of intent representing, in aggregate, approximately 56.5 per cent. of the issued share capital of UKCM as at the latest practicable date prior to the publication of this document.

### 5. **INTERESTS, SHAREHOLDINGS AND DEALINGS**

#### 5.1. *Definitions*

5.1.1. For the purposes of this paragraph 5:

<b>acting in concert</b>	has the meaning given to it in the Code
<b>arrangement</b>	has the meaning given to it in Note 11 of the definition of "acting in concert" set out in the Code
<b>BBOX Shares</b>	the ordinary shares of 1 penny each in the capital of BBOX
<b>control</b>	means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether such interest or interests give <i>de facto</i> control
<b>dealing</b>	has the meaning given to it in the Code
<b>derivative</b>	has the meaning given to it in the Code
<b>director</b>	includes persons in accordance with whose instructions the directors or a director are accustomed to act
<b>disclosure date</b>	means the close of business on 5 April 2024 (being the Latest Practicable Date prior to the publication of this document)
<b>disclosure period</b>	means the period commencing on 9 February 2023 (being the date 12 months before the commencement of the Offer Period) and ending on the disclosure date
<b>relevant securities</b>	means the UKCM Shares, the BBOX Shares and securities convertible into, rights to subscribe for, options (including traded options) in respect of and derivatives referenced to the UKCM Shares and the BBOX Shares (as appropriate); and <b>UKCM relevant securities</b> and <b>BBOX relevant securities</b> shall be construed accordingly.

5.1.2. The phrase 'interests in securities' shall have the meaning given to it in the Code. In summary, a person has an "interest" or is "interested" in securities if they have a long economic exposure, whether absolute or conditional, to changes in the price of those securities and, in particular, if they:

- (a) have legal title to and/or beneficial ownership of securities;

- (b) have the right (whether absolute or conditional) to exercise, or direct the exercise of, voting rights attaching to such securities or has general control of them, including as a fund manager;
- (c) have the right, option or obligation to acquire, call for or take delivery of securities under any agreement to purchase, option or derivative, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise;
- (d) are a party to any derivative whose value is determined by reference to their price, or which results or may result in, the relevant person having a long position in such securities; or
- (e) in the case of Rule 5 of the Code only, have received an irrevocable commitment in respect of them.

A person who only has a short position in securities will not be treated as interested in them.

## 5.2. *Interests in relevant securities*

5.2.1. As at the disclosure date, none of the UKCM Directors nor any of their close relatives, related trusts or connected persons had any interests in BBOX relevant securities.

5.2.2. As at the disclosure date, the BBOX Directors and their close relatives, related trusts and connected persons had the following interests in BBOX relevant securities:

Name	Number of BBOX Shares	Percentage of BBOX's existing ordinary share capital <sup>(1)</sup>
Aubrey Adams	240,000	0.01
Elizabeth Brown	20,382	0.00
Wu Gang	2,600	0.00
Alastair Hughes	46,483	0.00
Richard Laing	50,000	0.00
Karen Whitworth	30,705	0.00

**Note:**

(1) Percentages are calculated on the basis of 1,903,738,325 BBOX Shares in issue as at the Latest Practicable Date prior to the publication of this document and truncated to two decimal places.



- 5.2.3. As at the disclosure date, in addition to the BBOX Directors, persons acting in concert with BBOX had the following interests in BBOX relevant securities:

Name	Number of BBOX Shares	Percentage of BBOX's existing ordinary share capital <sup>(1)</sup>
Frankie Whitehead	219,491	0.01
Charlie Withers	64,122	0.00
Henry Franklin	2,100,181	0.11
James Watson	65,617	0.00
Bjorn Hobart	438,731	0.02
Colin Godfrey	2,903,252	0.15
Petrina Porter (née Austin)	384,133	0.02
Phil Redding	99,292	0.00
Tim Legge	43,889	0.00
Nick Preston	74,846	0.00
Alasdair Evans	33,064	0.00
James Dunlop	2,840,891	0.14
abrdr Holdings Limited	5,377,474	0.28
BBOX Manager	95,275	0.00
abrdr plc and its affiliates	22,032,026	1.15

**Note:**

- (1) Percentages are calculated on the basis of 1,903,738,325 BBOX Shares in issue as at the Latest Practicable Date prior to the publication of this document and truncated to two decimal places.

- 5.2.4. As at the disclosure date, persons acting in concert with BBOX had the following interests in UKCM relevant securities:

Name	Number of UKCM Shares	Percentage of UKCM's existing ordinary share capital <sup>(1)</sup>
Richard Laing (non-executive director of BBOX)	64,440	0.00
Phil Redding (a member of the BBOX Manager)	52,488	0.00
abrdr plc and its affiliates	3,052,911	0.41

**Note:**

- (1) Percentages are calculated on the basis of 1,299,412,465 UKCM Shares in issue as at the Latest Practicable Date prior to the publication of this document and truncated to two decimal places.

- 5.2.5. As at the disclosure date, the UKCM Directors and their close relatives, related trusts and connected persons had the following interests in UKCM relevant securities:

Name	Number of UKCM Shares	Percentage of UKCM's existing ordinary share capital <sup>(1)</sup>
Michael Ayre	192,000	0.01
Chris Fry	106,445	0.00
Fionnuala Hogan	69,221	0.00
Peter Pereira Gray	154,845	0.01
Margaret Littlejohns	60,000	0.00

**Note:**

- (1) Percentages are calculated on the basis of 1,299,412,465 UKCM Shares in issue as at the Latest Practicable Date prior to the publication of this document and truncated to two decimal places.

- 5.2.6. As at the disclosure date, in addition to the UKCM Directors, persons acting in concert with UKCM had the following interests in UKCM relevant securities:

Name	Number of UKCM Shares	Percentage of UKCM's existing ordinary share capital <sup>(1)</sup>
DBX Advisors LLC <sup>(2)</sup>	578,966	0.04

**Note:**

- (1) Percentages are calculated on the basis of 1,299,412,465 UKCM Shares in issue as at the Latest Practicable Date prior to the publication of this document and rounded to the nearest two decimal places.  
(2) An entity within the Deutsche Numis group.

- 5.2.7. As at the disclosure date, persons acting in concert with UKCM had the following interests in BBOX relevant securities:

Name	Number of BBOX Shares	Percentage of BBOX's existing ordinary share capital <sup>(1)</sup>
DBX Advisors LLC <sup>(2)</sup>	1,605,395	0.08

**Note:**

- (1) Percentages are calculated on the basis of 1,903,738,325 BBOX Shares in issue as at the Latest Practicable Date prior to the publication of this document and truncated to two decimal places.  
(2) An entity within the Deutsche Numis group.

- 5.2.8. As set out in paragraph 4 of this Part 7, each of the UKCM Recommending Directors who holds any interest in (or otherwise controls) UKCM relevant securities has given an irrevocable undertaking to BBOX to vote in favour of the approval of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting in respect of the number of UKCM Shares in which he or she is interested (or otherwise controls).

- 5.2.9. Save as disclosed above, on the disclosure date, neither UKCM, nor any UKCM Director, their close relatives, related trusts or connected persons, nor, so far as UKCM is aware, any person acting in concert with UKCM, nor, so far as UKCM is aware, any person with whom UKCM or any person acting in concert with UKCM has any arrangement, has: (i) any interest in or right to subscribe for any UKCM relevant securities or BBOX relevant securities; or (ii) any short positions in respect of UKCM relevant securities or BBOX relevant securities (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.

- 5.2.10. Save as disclosed above, on the disclosure date, neither BBOX, nor any BBOX Director, their close relatives, related trusts or connected persons, nor, so far as BBOX is aware, any person acting in concert with BBOX, nor, so far as BBOX is aware, any person with whom BBOX or any person acting in concert with BBOX has any arrangement, has: (i) any interest in or right to subscribe for any UKCM relevant securities or BBOX relevant securities; or (ii) any short positions in respect of UKCM relevant securities or BBOX relevant securities (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.

### 5.3. Dealings in relevant securities

5.3.1. As at the disclosure date, no dealings by UKCM, the UKCM Directors, their close relatives, related trusts and connected persons, or any person acting in concert with UKCM, or any person with whom UKCM or any person acting in concert with UKCM has any arrangement in relation to UKCM relevant securities or BBOX relevant securities, have taken place during the disclosure period, save as disclosed below:

Name	Date	Transaction (purchase or sale)	Number of UKCM Shares	Price (pence)
Peter Pereira Gray	12 May 2023	Purchase	30,000	53.30
	12 May 2023	Purchase	20,000	53.26
	13 June 2023	Purchase	1,255	54.17
	12 December 2023	Purchase	1,211	57.92
	12 March 2024	Purchase	1,099	64.75
Fionnuala Hogan	28 February 2023	Purchase	80	58.33
	28 February 2023	Purchase	264	57.02
	11 May 2023	Purchase	37,827	52.74
	31 May 2023	Purchase	850	52.74
	31 August 2023	Purchase	491	54.27
	31 August 2023	Purchase	429	54.31
	30 November 2023	Purchase	288	58.56
	30 November 2023	Purchase	558	58.10
	29 February 2024	Purchase	729	63.80

Any dealings by DBX Advisors LLC (an entity within the Deutsche Numis group) will be announced, if required, through a Regulatory Information Service as soon as practicable.

5.3.2. As at the disclosure date, no dealings by BBOX, the BBOX Directors, their close relatives, related trusts and connected persons, or any person acting in concert with BBOX, or any person with whom BBOX or any person acting in concert with BBOX has any arrangement in relation to UKCM relevant securities or BBOX relevant securities, have taken place during the disclosure period, save as disclosed below:

Name	Date	Transaction (purchase or sale)	Number of BBOX Shares	Price (pence)
Duncan Brown (Elizabeth Brown's husband)	10 March 2023	Purchase	11,042	135.16
Colin Godfrey	2 March 2023	Purchase	118,703	147.75
	3 August 2023	Purchase	99,981	140.08
	1 March 2024	Purchase	103,199	149.26
James Dunlop	2 March 2023	Purchase	118,703	147.75
	3 August 2023	Purchase	99,981	140.08
	1 March 2024	Purchase	103,199	149.26
Henry Franklin	2 March 2023	Purchase	79,150	147.75
	3 August 2023	Purchase	66,666	140.08
	1 March 2024	Purchase	68,812	149.26
Frankie Whitehead	2 March 2023	Purchase	22,214	147.75
	3 August 2023	Purchase	18,711	140.08
	1 March 2024	Purchase	19,313	149.26
Bjorn Hobart	17 February 2023	Purchase	96	145.41
	2 March 2023	Purchase	22,214	147.75
	4 April 2023	Purchase	2,416	142.3
	6 June 2023	Purchase	2,061	145.1
	17 June 2023	Purchase	113	154.71
	3 August 2023	Purchase	18,711	140.08
	17 August 2023	Purchase	110	157.34
	31 August 2023	Purchase	2,115	154.3
	17 November 2023	Purchase	1,979	154.3
17 November 2023	Purchase	105	153.8	
Petrina Porter	1 March 2024	Purchase	19,313	149.26
	2 March 2023	Purchase	22,214	147.75
	3 August 2023	Purchase	18,711	140.08
Charlie Withers	1 March 2024	Purchase	19,313	149.26
	2 March 2023	Purchase	5,010	147.75
	3 August 2023	Purchase	4,151	140.08
	1 March 2024	Purchase	1,818	149.26

Name	Date	Transaction (purchase or sale)	Number of BBOX Shares	Price (pence)
Tim Legge	2 March 2023	Purchase	1,420	147.75
	3 August 2023	Purchase	1,176	140.08
	1 March 2024	Purchase	515	149.26
Nick Preston	2 March 2023	Purchase	16,569	147.75
	3 August 2023	Purchase	18,711	140.08
	1 March 2024	Purchase	9,610	149.26
James Watson	2 March 2023	Purchase	11,107	147.75
	3 August 2023	Purchase	9,355	140.08
	1 March 2024	Purchase	9,657	149.26
Alasdair Evans	2 March 2023	Purchase	5,554	147.75
	3 August 2023	Purchase	4,678	140.08
	1 March 2024	Purchase	4,828	149.26
Phil Redding	2 March 2023	Purchase	14,898	147.75
	3 August 2023	Purchase	10,763	140.08
	1 March 2024	Purchase	13,467	149.26
abrdn Holdings Limited	11 April 2023	Purchase	1,257,418	147.75
	8 August 2023	Purchase	1,059,449	140.08
	1 March 2024	Purchase	1,093,192	149.26

#### 5.4. General

Save as disclosed in this paragraph 5, as at the disclosure date:

- 5.4.1. no persons have given any irrevocable or other commitment to vote in favour of the Scheme or the Resolution;
- 5.4.2. none of: (a) UKCM nor, so far as UKCM is aware, any person acting in concert with UKCM, or (b) BBOX nor, so far as BBOX is aware, any person acting in concert with BBOX, has, in either case, any arrangement of the kind referred to in Note 11 on the definition of acting in concert with any other person in relation to UKCM relevant securities or BBOX relevant securities;
- 5.4.3. neither UKCM nor, so far as UKCM is aware, any person acting in concert with UKCM has borrowed or lent any UKCM relevant securities or BBOX relevant securities (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 3 on Rule 4.6 of the Code), save for any borrowed shares which have been either on-lent or sold;
- 5.4.4. neither BBOX nor, so far as BBOX is aware, any person acting in concert with BBOX has borrowed or lent any UKCM relevant securities or BBOX relevant securities (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 3 on Rule 4.6 of the Code), save for any borrowed shares which have been either on-lent or sold;
- 5.4.5. UKCM has not purchased or redeemed any UKCM relevant securities during the disclosure period; and
- 5.4.6. BBOX has not purchased or redeemed any BBOX relevant securities during the disclosure period.

## 6. RIGHTS ATTACHING TO THE NEW BBOX SHARES

### Type and class of securities being offered

In consideration for the transfer of the Scheme Shares to BBOX (and/or such other nominee(s) of BBOX), BBOX intends to issue the New BBOX Shares to the Scheme Shareholders. The ISIN of the New BBOX Shares will be GB00BG49KP99.

### Currency of the securities

The BBOX Shares are, and the New BBOX Shares will be, denominated in pounds sterling.

### Number of shares in issue

As at the close of business on the Latest Practicable Date, BBOX had 1,903,738,325 fully paid BBOX Shares in issue.

### **Description of the rights attaching to the securities**

The New BBOX Shares will be issued credited as fully paid-up and will rank *pari passu* in all respects with the existing BBOX Shares in issue at that time, including the right to receive and retain all dividends and other distributions announced, declared, made or paid by reference to a record date on or after the Effective Date (save, for the avoidance of doubt, any BBOX Quarterly Permitted Dividend and any BBOX Equalising Dividend).

### **Restrictions on the free transferability of the securities**

The BBOX Shares are freely transferable subject to the following restrictions which are contained in the BBOX Articles: (I) the BBOX Board may decline to recognise any instrument of transfer relating to certificated shares unless: (a) the instrument of transfer (i) indicates to the BBOX board that the transferee is a Non-Qualified Holder (having the meaning attributed to it in the BBOX Articles, which, in summary, provides that the relevant person whose holding or beneficial ownership of the relevant shares may result in the Company becoming subject to certain US taxation and/or registration requirements); (ii) is in respect of only one class of shares; (iii) is lodged at BBOX's registered office or such other place as the BBOX Board may appoint; (iv) is accompanied by the relevant share certificate(s) and such other evidence as the BBOX Board may reasonably require to show the right of the transferor to make the transfer (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person to do so; (v) is duly stamped (if so required); and (b) in the case of a transfer to joint holders, the number of joint holders does not exceed four; and (II) the BBOX Board may in its absolute discretion refuse to register any transfer of any certificated share which is not a fully paid share, provided that the BBOX Board shall not refuse to register any transfer or renunciation of partly paid shares which are admitted to trading on the Official List on the grounds that they are partly paid shares in circumstances where such refusal would prevent dealings in such shares from taking place on an open and proper basis. The making of the proposed offer of New BBOX Shares to persons located or resident in, or who are citizens of, or who have a registered address in countries other than the United Kingdom, may be affected by the law or regulatory requirements of the relevant jurisdiction, which may include restrictions on the free transferability of such New BBOX Shares.

### **Admission**

The existing BBOX Shares are listed in the premium segment of the Official List and are admitted to trading on the Main Market. Applications will be made to the FCA and to the London Stock Exchange for the New BBOX Shares to be admitted to the premium listing segment of the Official List and to trading on the Main Market, respectively. It is expected that the New BBOX Shares will be admitted to trading on the London Stock Exchange by 8.00 a.m. on 17 May 2024, being the first Business Day after the Effective Date and dealings for normal settlement in the New BBOX Shares will commence at or shortly after that time. No application is currently intended to be made for New BBOX Shares to be admitted to listing or dealt with on any other exchange.

### **Dividend Policy**

Following the Effective Date, the Combined Group will continue to pursue BBOX's existing dividend policy. BBOX's dividend policy is for the three quarterly dividends to each represent 25 per cent. of the previous full year dividend. BBOX then uses the fourth quarter dividend to determine any progression and achieve an overall pay-out ratio in excess of 90 per cent. of adjusted earnings (being the metric consistently used by BBOX).

In line with this policy, BBOX expects that, for the financial year ending 31 December 2024 and based on the Exchange Ratio, UKCM Shareholders should receive following completion of the Combination, at least the same income from aggregate dividends in respect of the Combined Group as they received in aggregate dividends for UKCM's financial year ended 31 December 2023, being not less than 3.40 pence per UKCM Share, provided there are sufficient adjusted earnings generated during this period by the Combined Group for dividends to be covered at this level.

## 7. LETTERS OF APPOINTMENT OF UKCM DIRECTORS

- 7.1. There are no service contracts between UKCM and any of the UKCM Directors. Each of the UKCM Directors has entered into a letter of appointment with UKCM (together, the “**Letters of Appointment**”). The principal terms of the Letters of Appointment (as amended from time to time) are as follows:

Name	Date of appointment	Unexpired term of directorship	Any notice period	Current fees (per annum) <sup>(1)</sup>
Peter Pereira Gray	3 April 2023	The period to UKCM's next AGM	None	£73,500
Margaret Littlejohns	1 January 2018	The period to UKCM's next AGM	None	£48,300
Michael Ayre	24 February 2016	The period to UKCM's next AGM	None	£55,150
Chris Fry	1 January 2020	The period to UKCM's next AGM	None	£48,300
Fionnuala Hogan	5 August 2021	The period to UKCM's next AGM	None	£48,300

<sup>(1)</sup> The current base fee payable to a UKCM Director is £46,750 per annum, with additional fees payable for senior Board positions and additional committee roles.

- 7.2. Pursuant to the terms of each Letter of Appointment, UKCM can terminate the appointment of each UKCM Director summarily and without any obligation to pay compensation or damages for loss of office if, *inter alia*, (i) a resolution approving the removal of that UKCM Director is passed at a general meeting of UKCM; or (ii) the UKCM Director is required to vacate the office pursuant to any provision of the UKCM Articles or the Companies Law of Guernsey.
- 7.3. As further described at paragraph 12 of Part 1 of this document, it is intended that each of the UKCM Directors will step down from the Board of UKCM and its subsidiaries (as applicable) upon the Effective Date.
- 7.4. Save as set out in this paragraph 7:
- 7.4.1. no UKCM Director is entitled to commission or profit sharing arrangements;
- 7.4.2. other than statutory compensation and as set out in this paragraph 7, no compensation is payable by UKCM to any UKCM Director upon early termination of their appointment; and
- 7.4.3. there are no service agreements or letters of appointment between any member of the UKCM Group and any UKCM Director and no such agreement has been entered into or amended within six months preceding the publication of this document.

## 8. MARKET QUOTATIONS

The following tables show the Closing Prices for UKCM Shares and BBOX Shares as derived from the Daily Official List for: (a) the first trading day in each of the six months immediately prior to the publication of this document; (b) 9 February 2024 (being the latest Business Day prior to the commencement of the Offer Period); and (c) 5 April 2024 (being the Latest Practicable Date prior to the publication of this document).

Date	Closing Price per UKCM Share (p)
3 November 2023	59.1
1 December 2023	58.0
5 January 2024	63.7
2 February 2024	63.5
9 February 2024	64.2
1 March 2024	65.0
2 April 2024	68.5
5 April 2024	68.1

Date	Closing Price per BBOX Share (p)
3 November 2023	151.8
1 December 2023	156.5
5 January 2024	164.3
2 February 2024	163.9
9 February 2024	160.2
1 March 2024	149.5
2 April 2024	155.6
5 April 2024	152.5

## 9. OFFER-RELATED ARRANGEMENTS

### 9.1. Confidentiality Agreements

BBOX and UKCM have entered into a mutual non-disclosure agreement dated 22 November 2023 pursuant to which each of BBOX and UKCM has undertaken, among other things, to keep certain information relating to the Combination and the other party confidential and not to disclose it to third parties (other than to permitted parties) unless required by law or regulation.

BBOX and UKCM have also entered into a Supplemental Confidentiality Agreement dated 29 February 2024 which sets out how any confidential information that is commercially sensitive can be disclosed, used or shared.

### 9.2. UKCM IMA Termination Agreement

BBOX, the BBOX Manager, UKCM and the UKCM Manager, amongst others, have entered into an agreement dated 21 March 2024 concerning the termination of the UKCM IMA and related matters (the “**UKCM IMA Termination Agreement**”).

Pursuant to the UKCM IMA Termination Agreement, the parties have agreed the following key terms:

- the UKCM IMA will terminate conditional upon and with effect from the Scheme becoming Effective;
- no compensation shall be payable to the UKCM Manager under the UKCM IMA in relation to such termination being earlier than the notice period to terminate required under the UKCM IMA; and
- following completion of the Combination, the UKCM Manager will provide all books of account, records, registers, correspondence and amounts and any necessary assistance and guidance to UKCM, BBOX (or to the BBOX Manager on its behalf) to facilitate an orderly transition process.

In addition, the UKCM IMA Termination Agreement includes a number of TUPE-related provisions which relate to the Employees.

## 10. MATERIAL CONTRACTS OF UKCM

There are no contracts, not being contracts entered into in the ordinary course of business, which have been entered into by UKCM or any other member of the UKCM Group since 9 February 2022 (being two years before the commencement of the Offer Period) that are, or may be, material, save for the following contracts:

### 10.1. UKCM IMA

UKCM, the UKCM IMA SPVs and abrdn Funds Limited, among others, entered into the UKCM IMA on 29 December 2015, which was subsequently amended on 25 May 2018 and novated pursuant to a novation agreement dated 7 December 2018. The UKCM IMA is now between UKCM, the UKCM IMA SPVs and the UKCM Manager. The UKCM IMA was further amended pursuant to an amendment agreement dated 21 March 2019 and side letters dated 17 June 2020 and 28 March 2023.

Pursuant to the UKCM IMA (as novated and amended from time to time), the UKCM Manager has responsibility for, amongst other things:

- portfolio management and risk management;
- seeking out and evaluating investment opportunities for the UKCM Group;
- acquiring and disposing of, and submitting recommendations to UKCM for approval in relation to acquisition, sale, investment or other disposition of, assets of the UKCM Group in accordance with the investment objective and policy of UKCM (subject to the restrictions described below);
- advising the UKCM Directors on commercial market trends and movements, and generally providing investment advice to the UKCM Group;
- providing or procuring property and asset management services in relation to the UKCM Group's property assets, as well as monitoring the performance of property management services by the UKCM property manager under the terms of the UKCM property management agreement;
- arranging, or procuring, that one of its associates arranges, all insurance matters in accordance with the best practices of estate management; and
- coordinating with UKCM's third party service providers, including arranging independent third party valuations, at UKCM's expense, of the UKCM Group's property assets.

The UKCM Manager is entitled to receive an annual management fee from UKCM at the rate of: 0.525 per cent. per annum of gross value of the UKCM Group's assets less current liabilities (subject to certain exclusions) (for the purposes of this paragraph 10.1, "**Total Assets**") (excluding any cash held in excess of £50 million), adjusted for swap assets/liabilities, up to and including £1.75 billion; and 0.475 per cent. per annum of Total Assets (excluding any cash held in excess of £50 million), adjusted for swap assets/liabilities, in excess of £1.75 billion.

In addition, pursuant to the UKCM IMA the UKCM Manager provides certain administrative services (including maintaining accounting books and records, and preparing the annual and half yearly consolidated accounts of the UKCM Group) and marketing services to UKCM.

Under the UKCM IMA, the UKCM Manager shall utilise a team of appropriately qualified, trained and experienced professionals reasonably acceptable to the Board for the performance of the UKCM Manager's obligations.

The UKCM IMA may be terminated by any party by giving not less than 12 months' prior written notice. UKCM may terminate the UKCM IMA on less than 12 months' written notice provided that UKCM pays compensation to the UKCM Manager for such early termination equal to the amount of fees the UKCM Manager would have received for the number of days by which the notice given is less than 12 months. Such payment in lieu of notice is calculated based on the UKCM Group's Total Assets on the relevant valuation date (being the last Business Day of March, June, September and December) immediately preceding the effective date of such termination (or, if the effective date of termination falls on a relevant valuation date, that day).

The UKCM IMA may be terminated with immediate effect, without liability for compensation to another party, on the occurrence of certain events, including (i) an insolvency event in relation to another party; (ii) if another party is guilty of any serious misconduct, negligence, wilful default or fraud in connection with its performance of its obligations under the UKCM IMA; (iii) another party commits any material breach of its obligations (which, unless it is a repetition of a previous similar breach, has not been remedied within 30 days of being notified of the breach); and (iv) on a force majeure event continuing for more than 60 business days.

The UKCM IMA may also be terminated by UKCM with immediate effect, without liability for compensation to another party, in the event that, amongst other things, the UKCM Manager ceases to have the required regulatory approvals to manage UKCM's assets, the UKCM Manager (or any holding company thereof) undergoes a change of control without the UKCM Board's consent, or the UKCM Manager or its associates, or any of their respective officers and



employees, is involved in any conduct which, in the reasonable opinion of the UKCM Board, is materially prejudicial to the interests of UKCM.

Pursuant to the UKCM IMA, the UKCM Manager may act as an investment manager to other companies, including those with similar businesses to that of UKCM.

Under the UKCM IMA, the UKCM Manager may not acquire and dispose of assets of the UKCM Group outside of the transaction limits set by the UKCM Board from time to time or not permitted by UKCM's investment objective, investment policy and leverage limits. As at the date of this document, prior approval of the UKCM Board is required for acquisitions or disposals in excess of £5 million in aggregate in respect of any one transaction involving one or more than one property or any linked series of transactions. The UKCM Manager also must not, without the prior consent of the UKCM Board, invest any of the UKCM Group's assets in any fund or investment vehicle managed or administered by the UKCM Manager or any of its associates, or transfer, redeem or otherwise dispose of any units held by UKCM or the UKCM Group.

The UKCM IMA contains an indemnity in favour of the UKCM Manager against all costs and claims incurred or suffered by the UKCM Manager arising directly out of the performance of its duties or obligations, except to the extent that the claim (i) is due to, or is increased because of, the breach by the UKCM Manager of its duties or obligations (save where the breach occurs as a result of circumstances beyond the UKCM Manager's reasonable control); (ii) is due to, or is increased because of, the negligence, wilful default or fraud of the UKCM Manager or any party to whom the UKCM Manager has delegated any of its functions; (iii) relates to tax on the UKCM Manager and/or its attorney's net income, profit or gains; or (iv) relates to recoverable VAT. Pursuant to the UKCM IMA, the UKCM Manager indemnifies each member of the UKCM Group against all costs and claims incurred or suffered by UKCM arising out of any material breach by the UKCM Manager, or its associates of, its duties or obligations save where the breach occurs as a result of circumstances beyond the UKCM Manager's reasonable control.

The UKCM Manager is required to maintain a professional indemnity insurance policy with a reputable insurer for a reasonable amount (as determined by the UKCM Manager in the light of the services provided to the UKCM Group under the UKCM IMA).

#### 10.2. *UKCM Barclays Revolving Credit Facility Agreement*

On 19 May 2011, UK Commercial Property Estates Holdings Limited ("**PEHL**"), a subsidiary of UKCM, as borrower and guarantor and certain of its subsidiaries acting as guarantors entered into an English law governed secured revolving credit facility agreement, as amended on 26 May 2011, 14 June 2011, 12 July 2011, as amended and restated on 8 April 2015, 29 June 2018 and 15 February 2019, as further amended on 11 October 2021, 19 August 2022 and 10 January 2023 (and as further amended and/or amended and restated from time to time) (the "**Barclays RCF**") with Barclays Bank PLC as lender, arranger, original counterparty, facility agent and security agent.

The revolving credit facility made available under the Barclays RCF is due to be repaid 10 January 2026. The facility is available for drawing up to and including the date falling one month prior to the maturity date. PEHL cancelled £30,000,000 of the available revolving credit facility with effect from 14 December 2023 reducing the total commitment from £180,000,000 to £150,000,000. A prepayment event will occur if UKCM ceases to hold (directly or indirectly) of 100 per cent. of the issued share capital in, or otherwise ceases to control, PEHL or if PEHL ceases to hold 100 per cent. of the issued share capital in, or otherwise ceases to control, its property owning subsidiary.

The events of default in the Barclays RCF include, but are not limited to, non-payment, breach of other obligations, misrepresentation, cross-default and insolvency. An event of default which is continuing would entitle the lender to:

- cancel all or any part of the total commitments; and/or
- declare that all or part of the amounts outstanding under the Barclays RCF and associated finance documents are: (A) immediately due and payable; and/or (B) payable on demand.

Interest is paid on amounts drawn under the revolving credit facility on the basis of an agreed margin over daily non-cumulative compounded SONIA and a commitment fee at the rate of 0.76 per cent. per annum is currently payable on the undrawn balance of the facility. The interest payment dates are 20 January, 20 April, 20 July and 20 October and the final termination date.

The Barclays RCF also contains an interest service cover covenant (actual and projected) (“**ICR Covenant**”) and a loan to value covenant (“**LTV Covenant**”). The ICR Covenant requires interest cover of at least 175 per cent. at each quarter date. The LTV Covenant must not at any time exceed 60 per cent. Should there be a breach of the LTV Covenant or the ICR Covenant, PEHL shall have an opportunity to cure such breach. The rights to cure are however limited and may not be exercised in aggregate more than four times after 15 February 2019 and no more than once during any two consecutive interest periods. Any breach of the LTV Covenant or the ICR Covenant which is not remedied will be an event of default.

## 11. MATERIAL CONTRACTS OF BBOX

There are no contracts, not being contracts entered into in the ordinary course of business, which have been entered into by BBOX or any other member of the BBOX Group since 9 February 2022 (being two years before the commencement of the Offer Period) and ending on the Latest Practicable Date, that are, or may be, material, save for the following contracts:

### 11.1. BBOX IMA

BBOX entered into the BBOX IMA with the BBOX Manager on 2 July 2014 (as amended and restated, most recently on 4 May 2022). Pursuant to the BBOX IMA, the BBOX Manager has responsibility for:

- general property management of the properties held by BBOX, including ensuring BBOX receives the necessary advice to comply with its lease and headlease obligations, managing tenant applications, supervising tenants and preparing a budget for the properties;
- sourcing and assisting with the acquisition of properties that fall within BBOX’s investment policy;
- advising BBOX in circumstances where the interests in real estate in contemplation are securitised in such a way that advice in relation to their acquisition or disposal is regulated under FSMA;
- implementing a comprehensive, active and entrepreneurial asset management strategy to deliver added value;
- obtaining buildings insurance for the properties;
- arranging senior and subordinated debt (if required) to optimise the capital structure and support the acquisition process; and
- coordinating with third parties providing services to BBOX.

In addition, the BBOX Manager supports Link Asset Services who calculates the IFRS Basic NAV and EPRA NTA of the BBOX Shares on a semi-annual basis and these calculations are reported to BBOX Shareholders in BBOX’s interim financial statements and annual accounts.

The term of the BBOX IMA is from 4 May 2022 up to and including 3 May 2027. Either party may by written notice to the other terminate the BBOX IMA by giving not less than 24 months’ prior written notice to the other, which notice may not be given by BBOX before 4 May 2025. BBOX may terminate the BBOX IMA with immediate effect at any time on or after 4 May 2025 by paying the BBOX Manager, in lieu of notice, the management fees that would otherwise have been due during the 24-month period following such termination, calculated on the basis of the most recently announced EPRA NTA prior to termination.

If the BBOX Manager and BBOX agree to internalise the management of BBOX, BBOX may give notice to terminate the agreement with immediate effect.

If a Key Person Event (as defined below) subsists on or after 4 May 2027, the 24-month notice period required to be given by BBOX will, if notified by BBOX to the BBOX Manager by 3 November 2027, be amended to 12 months. Following such notification, BBOX may at its discretion reinstate the 24-month notice period.

The BBOX Manager's fees are paid by BBOX in the form of a management fee, as described more fully in paragraph 9 of Part 1 (*Investment Management Fees*) of this document.

If, at any time during the term of the BBOX IMA, any four of certain specified individual members of the BBOX Manager (each, a "**Key Person**") are unable to perform their duties in relation to BBOX and to the affairs of the BBOX Group (a "**Key Person Event**"), the BBOX Manager shall promptly inform BBOX.

The BBOX Manager is entitled at any time within two months (or such longer time as BBOX may agree) of a Key Person being unable to perform the services (a "**Key Person Change**") to propose to BBOX a replacement Key Person who the BBOX Manager reasonably believes to have relevant competency and experience. In the event BBOX agrees (acting reasonably), the replacement will be appointed, and the Key Person Change will not count towards a Key Person Event.

In addition, the BBOX Manager may at any time propose to BBOX a new Key Person in anticipation of a Key Person Change. Such person must, in the reasonable opinion of the BBOX Manager, have relevant competency and experience to perform the services and must have been visible as an employee of the BBOX Manager providing services to BBOX for a minimum period of six months (or such shorter time as BBOX may agree). In the event BBOX agrees (acting reasonably), the replacement will be appointed, and the Key Person Change will not count towards a Key Person Event.

The BBOX Manager shall maintain a team of investment professionals suitable for the effective execution of its duties and powers under the BBOX IMA. If BBOX notifies the BBOX Manager at any time that, in its reasonable opinion, this requirement has not been achieved, then the BBOX Manager shall have a period of two months (or such longer period as BBOX may in its absolute discretion determine) to procure that the situation is suitably remedied. If that situation is not so remedied to the satisfaction of BBOX (acting reasonably), BBOX shall have the right to terminate the BBOX IMA with immediate effect.

The BBOX IMA may be terminated on the occurrence of an insolvency event in relation to a party, if a party is fraudulent, grossly negligent or commits wilful default/misconduct which, if capable of remedy, is not remedied within 30 business days or on a force majeure event continuing for more than 90 days.

#### 11.2. *Development Management Agreement*

TSHL and TSML entered into a development management agreement dated 19 February 2019, as most recently amended on 11 August 2023 (the "**Development Management Agreement**") to govern the terms on which TSML will manage certain of the BBOX Group's assets held through TSHL and its subsidiaries during the development phase and advise TSHL in relation to the sourcing of new properties for future development. TSML will exclusively manage the Development Portfolio and any other assets acquired by TSHL and any of its subsidiaries during the development stage and will not be permitted to undertake any activities for any other person. TSML and its employees may not be interested in any activities which compete with TSHL.

TSHL may terminate the Development Management Agreement at any time by giving at least 12 months' prior written notice, such notice not to expire before the eighth anniversary of the Development Management Agreement. TSHL may also terminate the Development Management Agreement (whether as a whole or in relation to a particular property or properties) at any time if TSML suffers an insolvency event, there is a material unremedied breach by TSML of its obligations, if there is a change of control of TSML to a third party which has not been approved by TSHL and if TSML was fraudulent or grossly negligent.

The Development Management Agreement will also cease to apply to any property upon (i) the transfer of such property outside of TSHL and any of its subsidiaries, or (ii) the BBOX Manager assuming responsibility for such property under the Investment Management Agreement.

The services provided by TSML include:

- administrative, tax, accounting and company secretarial functions of TSHL;
- identification and due diligence in respect of the potential acquisition of new properties;
- securing planning consents and advising on the terms and implementation of consents obtained;
- in respect of proposed development schemes, advising on their feasibility and the proposed design and construction approach;
- procuring, monitoring and co-ordinating contractors and professionals (including preparing and monitoring budgets and appraisals);
- ensuring works are carried out and completed in a good and workman-like manner and in accordance with good industry practice;
- monitoring the progress of the works and reporting to TSHL and the BBOX Manager on the progress; and
- such other services as are agreed from time to time between TSHL and TSML.

The Development Management Agreement will cease to apply to an asset once the development has been completed and the property fully let, at which time the BBOX Manager will become responsible for its management under the terms of the BBOX IMA.

TSML is required to report to TSHL and to the BBOX Manager, including via regular meetings and reports. Key decisions in respect of the assets within the scope of the Development Management Agreement (and any other properties brought within the scope of the Development Management Agreement in the future) and their acquisition, development, letting and disposal are reserved to TSHL. In providing the services, TSML must act in accordance with the reasonable requirements of TSHL.

In consideration for the performance of its services under the Development Management Agreement, TSML is paid a fee, monthly in arrears, initially calculated by reference to the gross asset value of the assets being managed. TSHL will also reimburse TSML in respect of reasonable and proper third party costs incurred in performance of the services. There are no other fees, including performance, acquisition, exit or property management fees, payable by TSHL to TSML under the Development Management Agreement (although certain benefits are payable to senior management of TSML under a put and call option).

### 11.3. *2023 Revolving Credit Facility*

On 13 October 2023, BBOX as borrower and guarantor and certain of its subsidiaries acting as guarantors entered into an English law governed unsecured £500 million single currency revolving facility agreement (the “**2023 Revolving Credit Facility Agreement**”).

The facility made available under the 2023 Revolving Credit Facility Agreement has an initial term of five years but BBOX has the option to request two one year extensions of the term at certain intervals during the life of the facility (subject to the consent of the relevant lenders). The facility is available for drawing to and including the date falling one month before the termination date. In addition, BBOX may request that the total commitments under the 2023 Revolving Credit Facility Agreement be increased by a maximum of £200 million (subject to the consent of the relevant lenders).

The events of default in the 2023 Revolving Credit Facility Agreement include, but are not limited to, non-payment, breach of certain financial covenants, breach of other obligations, cross default and insolvency. A prepayment event will occur if any person or group of persons acting in concert gains control of BBOX. BBOX may, if it gives Barclays Bank PLC as agent not less than five business days’ prior notice, cancel and/or prepay the whole or any part of the facility.

The financial covenants under the 2023 Revolving Credit Facility Agreement require BBOX to ensure for each measurement period that (i) gearing does not exceed 150 per cent. on the last

day of that measurement period; (ii) interest cover is not less than 1.50:1 for that measurement period; and (iii) loan to value ratio does not exceed 60 per cent. on the last day of that measurement period. Measurement periods are each period of twelve months ending on the last day of each of BBOX's financial years and each period of six months ending on the last day of each of BBOX's financial half years.

Interest is paid on amounts drawn under the facility on the basis of an agreed margin over daily non-cumulative compounded SONIA, utilisation fees are paid on drawings in excess of certain proportions of the total commitments and a commitment fee is payable on the undrawn balance of the facility. The agreed margin is subject to adjustment in accordance with BBOX's performance against certain financial metrics and, as noted below, certain sustainability targets.

The 2023 Revolving Credit Facility Agreement is governed by English law.

## **12. NO SIGNIFICANT CHANGE**

12.1. The UKCM Directors are not aware of any significant change in the financial or trading position of the UKCM Group since 31 December 2023, being the date to which UKCM's last published NAV announcement was prepared.

12.2. The BBOX Directors are not aware of any significant change in the financial or trading position of the BBOX Group since 31 December 2023, being the date to which BBOX's audited consolidated financial statements for the year ended 31 December 2023 were prepared.

## **13. RULE 29 VALUATION REPORTS**

### **13.1. UKCM**

For the purposes of Rule 29.5(a) of the Code, the UKCM Directors confirm that CBRE has confirmed to them that an updated valuation as at 9 April 2024 of UKCM's property portfolio valued by CBRE would not be materially different to the valuation given by CBRE as at 31 December 2023 and contained in the CBRE valuation report set out in Part 9 of this document.

In the event that UKCM's property portfolio was to be sold at the valuations contained in the valuation report set out in Part 9 of this document, any gains realised on such disposals may be subject to taxation in the UK. Generally, disposals by a UK REIT of assets located in the UK held for the purpose of a property rental business should be exempt from UK corporation tax; however, there are specific rules which can result in assets held as part of the property rental business being subject to tax on disposal (for example when a property is materially developed and sold within three years of completion of that development). In connection with the Combination it is not contemplated that the aforementioned liability to taxation will crystallise.

### **13.2. BBOX**

For the purposes of Rule 29.5(a) of the Code, the BBOX Directors confirm that CBRE has confirmed to them that an updated valuation as at 9 April 2024 of that part of BBOX's property portfolio valued by CBRE would not be materially different to the valuation given by CBRE as at 31 December 2023 and contained in the CBRE valuation report set out in Part 10A of this document.

For the purposes of Rule 29.5(a) of the Code, the BBOX Directors confirm that Colliers has confirmed to them that an updated valuation as at 9 April 2024 of that part of BBOX's property portfolio valued by Colliers would not be materially different to the valuation given by Colliers as at 31 December 2023 and contained in the Colliers valuation report set out in Part 10B of this document.

In the event that BBOX's property portfolio was to be sold at the valuations contained in the valuation reports set out in Part 10 of this document, any gains realised on such disposals may be subject to taxation in the UK. Generally, disposals by a UK REIT of assets located in the UK held for the purpose of a property rental business should be exempt from UK corporation tax; however, there are specific rules which can result in assets held as part of the property rental business being subject to tax on disposal (for example when a property is materially developed and sold within three years of completion of that development). In connection with the Combination it is not contemplated that the aforementioned liability to taxation will crystallise.

## 14. SOURCES OF INFORMATION AND BASES OF CALCULATION

Unless otherwise stated, the following constitute the sources of information and bases of calculations in this document:

- 14.1. All prices quoted for BBOX Shares and UKCM Shares are closing middle market quotations of a BBOX Share or UKCM Share (as applicable) derived from the Daily Official List of the London Stock Exchange on the relevant date(s).
- 14.2. The issued share capital of UKCM is 1,299,412,465 ordinary shares of 25 pence each. UKCM has no shares held in treasury and no share schemes.
- 14.3. The issued share capital of BBOX is 1,903,738,325 ordinary shares of 1 penny each. BBOX has no shares held in treasury and no share schemes.
- 14.4. All volume-weighted average UKCM Share prices are derived from data provided by Bloomberg for the relevant time periods.
- 14.5. Property valuation information relating to BBOX is from the property valuation reports produced by CBRE and Colliers as set out in Parts A and B of Part 10 of this document.
- 14.6. Property valuation information relating to UKCM is from the property valuation reports produced by CBRE in Part 9 of this document.
- 14.7. The financial information relating to BBOX is extracted from the audited results for the full-year ended 31 December 2023, released on 1 March 2024, adjusted for the acquisition of an asset on Castlewood Business Park in January 2024.
- 14.8. The financial information relating to UKCM is extracted from the unaudited NAV statement for the full-year ended 31 December 2023, released on 7 February 2024, adjusted for the disposal, in line with 31 December 2023 book value, of:
  - Craven House, as announced on 7 February 2024; and
  - 2 Rivergate in Temple Quay, as announced on 1 March 2024.
- 14.9. The Combined Group's loan-to-value ratio of 29 per cent. is based on UKCM net debt of £185 million (being the 31 December 2023 net debt adjusted for the two disposals as described above) and BBOX's net debt of £1,630 million (being the 31 December 2023 net debt adjusted for the acquisition of the asset described above).
- 14.10. EBITDA is calculated as operating profit before changes in fair value and other adjustments, adjusted for post period end acquisitions & disposals.
- 14.11. "total accounting return" is the growth in EPRA NTA per ordinary share plus the dividends paid per ordinary share, in the relevant period.
- 14.12. Reversion is calculated on the difference between and asset's ERV and current contracted rent.
- 14.13. "total shareholder return" is measured as the movement in share price over a period of time plus any dividends paid during the same period. This has been calculated as an internal rate of return, reflecting a shareholder's annualised return over a given period of time based on data provided by Bloomberg for the relevant time periods.
- 14.14. BBOX adjusted earnings per share is calculated on the basis of earnings per share excluding items considered to be exceptional and additional development management agreement income.
- 14.15. Combined portfolio statistics are calculated by the addition of the relevant figures for UKCM and BBOX on the basis outlined above.
- 14.16. The returns as outlined in the bullet "Value creation from capital recycling" at paragraph 3 of Part 1 of this document are illustrative estimates only which seek to highlight the impact of the deployment of disposal proceeds from UKCM's non-logistics assets into BBOX's development pipeline, assuming *inter alia* all properties are developed and fully let, no further changes to capital structure and without taking into account future ordinary course of business items (including acquisitions, disposals, asset management and additional debt). None of these estimates constitute a profit forecast and there can be no assurance that these illustrative returns

(or any returns) will be achieved by the Combined Group. Accordingly, they should not be taken as an indication of estimated or actual future results and no reliance should be placed on these illustrative figures. The Combined Group's actual results may be positively or negatively affected by factors beyond the control of the Combined Group and the actual returns generated by the Combined Group may prove to be materially lower than the illustrative returns set out in this document.

- 14.17. UKCM weighted average cost of debt and percentage of debt at a fixed cost is based on gross borrowings of £205 million as at the Announcement Date, representing the two £100 million Barings term loans and £5 million drawn under the Barclays RCF. This reflects repayments of the Barclays RCF following 31 December 2023 with proceeds from the property sales detailed above.
- 14.18. An exchange ratio of 0.444 New BBOX Shares for each UKCM Share.
- 14.19. As at the Latest Practicable Date, the number of UKCM Shares eligible to vote on:
  - 14.19.1. the Scheme at the Court Meeting is 1,299,412,465 UKCM Shares; and
  - 14.19.2. the Resolution at the General Meeting is 1,299,412,465 UKCM Shares.
- 14.20. Certain figures in this document have been subject to rounding adjustments.

## **15. OTHER INFORMATION**

- 15.1. Save as disclosed in this document, no proposal exists in connection with the Combination that any payment or other benefit will be made or given to any of the UKCM Directors as compensation for loss of office or as consideration for, or in connection with, his/her retirement from office.
- 15.2. Save as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between BBOX or any person acting in concert with BBOX and any of the directors, recent directors, shareholders or recent shareholders of UKCM, or any person interested or recently interested in UKCM Shares, which has any connection with, or dependence on, or which is conditional upon the outcome of the Combination.
- 15.3. Rothschild & Co has given and not withdrawn its written consent to the publication of this document with the references to its letter and name included herein in the form and context in which they appear. Rothschild & Co is regulated by the FCA.
- 15.4. Deutsche Numis has given and not withdrawn its written consent to the publication of this document with the references to its name included herein in the form and context in which they appear. Deutsche Numis is regulated by the FCA.
- 15.5. Jefferies has given and not withdrawn its written consent to the publication of this document with the references to its name included herein in the form and context in which they appear. Jefferies is regulated by the FCA.
- 15.6. Akur has given and not withdrawn its written consent to the publication of this document with the references to its name included herein in the form and context in which they appear. Akur is regulated by the FCA.
- 15.7. J.P. Morgan Cazenove has given and not withdrawn its written consent to the publication of this document with the references to its name included herein in the form and context in which they appear. J.P. Morgan Cazenove is regulated by the FCA and the PRA.
- 15.8. CBRE has given and not withdrawn its written consent to the publication of this document with the inclusion herein of its valuation reports and the references to its name in the form and context in which they are included.
- 15.9. Colliers has given and not withdrawn its written consent to the publication of this document with the inclusion herein of its valuation report and the references to its name in the form and context in which they are included.

- 15.10. Save as disclosed in this document, no agreement, arrangement or understanding exists whereby any securities acquired in pursuance of the Combination will be transferred to any other person save that BBOX reserves the right to transfer any such securities so acquired to any other member of the BBOX Group or its nominee.
- 15.11. As at the publication of this document, UKCM holds no UKCM Shares as treasury shares.
- 15.12. As at the publication of this document, BBOX holds no BBOX Shares as treasury shares.
- 15.13. There have been no material changes to any information previously published by UKCM during the Offer Period.
- 15.14. The aggregate fees and expenses which are expected to be incurred by UKCM in connection with the Combination are estimated to amount to approximately £11.4 million plus applicable VAT. This aggregate number consists of the following categories:
- 15.14.1. financing arrangements: nil;
  - 15.14.2. financial and corporate broking advice: approximately £8.9 million, plus applicable VAT;
  - 15.14.3. legal advice: approximately £1.8 million, plus applicable VAT;
  - 15.14.4. accounting advice: nil;
  - 15.14.5. public relations advice: approximately £0.1 million, plus applicable VAT;
  - 15.14.6. other professional services: approximately £0.4 million, plus applicable VAT; and
  - 15.14.7. other costs and expenses: approximately £0.2 million, plus applicable VAT.
- 15.15. The aggregate fees and expenses which are expected to be incurred by BBOX in connection with the Combination are estimated to amount to approximately £15.4 plus applicable VAT. This aggregate number consists of the following categories:
- 15.15.1. financing arrangements: nil;
  - 15.15.2. financial and corporate broking advice: approximately £11.7 million, plus applicable VAT;
  - 15.15.3. legal advice: approximately £2.1 million, plus applicable VAT;
  - 15.15.4. accounting advice: approximately £0.4 million, plus applicable VAT;
  - 15.15.5. public relations advice: approximately £0.1 million, plus applicable VAT;
  - 15.15.6. other professional services: approximately £0.4 million, plus applicable VAT; and
  - 15.15.7. other costs and expenses: approximately £0.7 million, plus applicable VAT.
- 15.16. Save as disclosed in this document, the emoluments of the UKCM Directors and the BBOX Directors will not be affected by the Combination or any associated transaction.
- 15.17. No management incentivisation arrangements, as envisaged by Rule 16.2 of the Code, have been entered into or are proposed in connection with the Combination.

## **16. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents will be available, free of charge, on UKCM's website at [www.ukcpreit.com/en-gb/merger](http://www.ukcpreit.com/en-gb/merger) and BBOX's website at [www.tritaxbigbox.co.uk/investors/shareholder-information/possible-all-share-offer-for-ukcm/](http://www.tritaxbigbox.co.uk/investors/shareholder-information/possible-all-share-offer-for-ukcm/) during the period up to and including the Effective Date or the date on which the Scheme lapses or is withdrawn, whichever is the earlier:

- 16.1. this document;
- 16.2. the BLUE Form of Proxy and the PINK Form of Proxy;
- 16.3. the Announcement;



- 16.4. the Combined Circular and Prospectus;
- 16.5. the Confidentiality Agreement and the Supplemental Confidentiality Agreement;
- 16.6. the IMA Termination Agreement;
- 16.7. the articles of association of BBOX;
- 16.8. the memorandum and current articles of incorporation of UKCM;
- 16.9. the UKCM Articles as proposed to be amended by the Resolution;
- 16.10. the published audited consolidated accounts of UKCM for the two years ended 31 December 2022;
- 16.11. the interim report of UKCM for the six months ended 30 June 2023;
- 16.12. the announcement of UKCM's unaudited NAV as at 31 December 2023 published on 7 February 2024;
- 16.13. the published audited consolidated accounts of BBOX for the two years ended 31 December 2023;
- 16.14. the irrevocable undertakings and letter of intent referred to in paragraph 4 of this Part 7;
- 16.15. a letter from BDO confirming that its report in connection with the Quantified Financial Benefits Statement referred to in Part 8 of this document continues to apply, as required by Rule 27.2(d) of the Code;
- 16.16. the valuation reports of CBRE and Colliers contained in Parts 9 and 10 of this document;
- 16.17. no material difference letters, as at the date of this document, from each of CBRE and Colliers regarding their respective valuation reports set out in Parts 9 and 10 of this document; and
- 16.18. the written consents referred to in paragraph 15 of this Part 7.

The content of the websites referred to in this document is not incorporated into and does not form part of this document.

## PART 8

### QUANTIFIED FINANCIAL BENEFITS STATEMENT

Paragraph 6 of Part 1 of this document contains statements of estimated cost savings and synergies expected to arise from the Combination (together, the “**Quantified Financial Benefits Statement**”).

A copy of the Quantified Financial Benefits Statement is set out below.

The BBOX Directors, having reviewed and analysed the potential cost savings of the Combined Group, as well as taking into account factors they can influence, believe the Combined Group can deliver shareholder value through the expected realisation of approximately £4.0 million of pre-tax recurring cost synergies. The cost synergies are expected to be realised principally from:

- investment management fees: unification of investment management services under the BBOX Manager, delivering an expected £2.6 million of cost synergies per annum derived from lower investment management fees charged on the UKCM EPRA NTA; and
- corporate and administrative costs: de-duplication and rationalisation of duplicated listing, administration and operational expenses delivering an estimated £1.4 million of cost synergies per annum.

The identified cost savings are contingent on the Combination and would not be achieved independently. The estimated cost synergies referred to above reflect both the beneficial elements and the relevant costs.

The UKCM Manager has agreed to waive the early termination payment of £6.7 million which would be contractually payable by UKCM on completion of the Combination as a result of the UKCM IMA being agreed to be terminated at such time under the UKCM IMA Termination Agreement. The BBOX Directors have considered other recurring or one-off costs in connection with realising the expected cost synergies and have reflected these in the expected recurring cost synergy figure.

Potential areas of dis-synergy have been considered by the BBOX Directors and are reflected in the analysis.

These statements relating to estimated investment management fee savings and other identified cost savings relate to future actions or circumstances which by their nature involve risks, uncertainties and contingencies. As a consequence, the identified synergies and estimated savings referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated.

Further information on the bases of belief supporting the Quantified Financial Benefits Statement, including the principal assumptions and sources of information, is set out below.

#### **Bases of Belief and Principal Assumptions**

Following initial discussion regarding the Combination, senior BBOX personnel, have worked to identify, challenge, and quantify potential synergies as well as the potential costs to achieve and timing of such synergies. The assessment and quantification of potential synergies have been informed by BBOX management’s industry expertise and knowledge.

In preparing the Quantified Financial Benefits Statement, UKCM has shared certain operational and financial information to facilitate a detailed analysis in support of evaluating the potential synergies available from the creation of the Combined Group.

The BBOX team has performed a bottom-up analysis of the costs included in the UKCM financial information and has sought to include in the synergy analysis those costs which it believes will be either reduced or eliminated as part of the Combined Group.

The investment management fee savings are based on applying BBOX management fee bands and assumptions regarding the Combined Group’s EPRA NTA as at 31 December 2023, being the basis on which the BBOX management fee is calculated, compared to the aggregate of the management fees

incurred by BBOX and UKCM which are calculated on different bases. Management's estimate of one-off costs assumes no termination fees in respect of the UKCM IMA will be payable by UKCM or BBOX, given, under the UKCM IMA Termination Agreement, it has been agreed by the UKCM Manager to waive the early termination payment.

The cost bases used as the basis for the quantified financial benefits exercise are the BBOX full year expenses for the financial year ended 31 December 2023, the UKCM full year expenses for the year ended 31 December 2023, adjusted for known changes to certain costs implemented during the year ended 31 December 2023, and the external BBOX and UKCM property valuations as at 31 December 2023.

The BBOX Directors have, in addition, made the following assumptions:

- The value of the Combined Group's property portfolio remaining at the 31 December 2023 external valuation of £4.4 billion, noting that the latest Combined Group property portfolio valuation, as referenced in this statement is £6.3 billion.
- Estimated transaction costs associated with the Combination are deducted from the EPRA NTA used for the calculation of the Combined Group's investment management fee.
- BBOX retains its status as a UK REIT.
- There will be no material impact on the underlying operations of the Combined Group or its ability to continue to conduct its business.
- There will be no material change to the make-up of the portfolio of the Combined Group for the purposes of this analysis.
- There will be no material change to macroeconomic, political, regulatory, or legal conditions in the markets or regions in which BBOX or UKCM operate that will materially impact on the implementation or costs to achieve the proposed cost savings.
- There will be no change in tax legislation or tax rates or other legislation in the UK that could materially impact the ability to achieve any benefits.

## Reports

At the time of the Announcement, as required by Rule 28.1(a) of the Code, BDO, as reporting accountant to BBOX, provided a report stating that, in their opinion, the Quantified Financial Benefits Statement has been properly compiled on the basis stated and Jefferies, as lead financial adviser to BBOX, provided a report stating that, in its view, the Quantified Financial Benefits Statement has been prepared with due care and consideration.

Copies of these reports were included in Part B and Part C of Appendix 4 to the Announcement. Each of BDO and Jefferies has given and not withdrawn consent to the publication of their respective reports in the Announcement in the form and context in which it is included.

The BBOX Directors confirm that the Quantified Financial Benefits Statement remains valid. As required by Rule 27.2(d)(ii) of the Code, each of BDO and Jefferies has confirmed that their respective reports dated 21 March 2024 and produced in connection with the Quantified Financial Benefits Statement continue to apply. Such reports were issued solely to comply with Rule 28.1(a) of the Code and do not form part of this document.

These statements are not intended as a profit forecast and should not be interpreted as such.

These statements of estimated synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the estimated synergies referred to may not be achieved, or may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. Neither the Quantified Financial Benefits Statement nor any other statement in this document should be construed as a profit forecast or interpreted to mean that BBOX's earnings in the first full year following the Effective Date, or in any subsequent period, will necessarily match or be greater than or be less than those of BBOX or UKCM for the relevant preceding financial period or any other period.

Due to the scale of the Combined Group, there may be additional changes to the Combined Group's operations. As a result, and given the fact that the changes relate to the future, the resulting synergies may be materially greater or less than those estimated.

PART 9  
VALUATION REPORT – UKCM

**CBRE**

# Valuation Report

**In respect of:**

Portfolio of 39 properties held by UK Commercial Property REIT Limited

**On behalf of:**

the Addressees as set out below

**Date of valuation:**

31 December 2023

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Appendix C: Market Value of the Properties as at 31 December 2023 split by property location (100%)

Appendix D: Market Value of the Properties in the course of development as at 31 December 2023 (100%)

# Valuation Report

## Introduction

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**Report Date** 9 April 2024

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**Valuation Date** 31 December 2023

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**Addressees**

UK Commercial Property REIT Limited  
PO Box 255  
Trafalgar Court Les Banques  
St Peter Port  
Channel Islands  
GY1 3QL  
Guernsey  
(hereinafter referred to as “UKCM” or the “Company”)

N.M. Rothschild & Sons Limited  
New Court, St Swithin’s Lane  
London  
EC4N 8AL  
(in their capacity as lead financial adviser to the Company)

Numis Securities Limited (trading as Deutsche Numis)  
45 Gresham Street  
London  
EC2V 7BF  
(in their capacity as joint financial adviser to the Company)

Tritax Big Box REIT plc  
72 Broadwick Street  
London  
W1F 9QZ  
(hereinafter referred to as “Tritax Big Box”)

Jefferies International Limited  
100 Bishopsgate  
London  
EC2N 4JL  
(in their capacity as sponsor and lead financial adviser to Tritax Big Box)

Akur Limited  
66 St James’s St  
London  
SW1A 1NE  
(in their capacity as joint financial adviser to Tritax Big Box)

J.P. Morgan Securities plc  
 25 Bank Street  
 Canary Wharf  
 London  
 E14 5JP  
 (in their capacity as joint financial adviser to Tritax Big Box)  
 (and all the above collectively referred to as the “Addressees”)

<b>The Properties</b>	39 properties held by UKCM and its group, as set out in the Schedule of Properties below in Appendix A (each a “Property” and together the “Properties”).
<b>Instruction</b>	To value without re-inspecting the unencumbered freehold and leasehold interests (as applicable) of the Properties on the basis of Market Value as at the Valuation Date in accordance with Terms of Engagement entered into between CBRE Ltd (“CBRE”) and the Addressees dated 20 March 2024 (the “Valuation”).
<b>Status of Valuer</b>	<p>You have instructed us to act as an “external valuer” as defined in the current version of the RICS Valuation – Global Standards (2022).</p> <p>Please note that the Valuation may be investigated by the RICS for the purposes of the administration of the Institution’s conduct and disciplinary regulations in order to ensure compliance with the RICS Valuation – Global Standards (2022).</p>
<b>Purpose and Basis of Valuation</b>	<p>The Valuation has been prepared for a Regulated Purpose as defined in the RICS Valuation – Global Standards (2022) (incorporating the International Valuation Standards) and the UK national supplement current as at the Valuation Date (the “Red Book”).</p> <p>We understand that our valuation report and the Appendices to it (together the “Valuation Report”) are required for inclusion in a scheme document to be published by the Company in connection with the proposed recommended all-share offer by Tritax Big Box for the entire issued and to be issued ordinary share capital of the Company.</p> <p>This Valuation has been prepared on the basis of Market Value as defined in the current edition of the RICS Valuation – Global Standards (2022) and in accordance with the Valuation Assumptions set out below.</p> <p>The effective date of our Valuation is 31 December 2023 (the “Valuation Date”).</p> <p>In accordance with the Red Book, we have made certain disclosures in connection with this valuation instruction and our relationship with the Addressees.</p>
<b>Market Value of the Properties as at 31 December 2023 (100%)</b>	<p><b>£1,251,050,000 (ONE BILLION, TWO HUNDRED AND FIFTY ONE MILLION AND FIFTY THOUSAND POUNDS)</b> exclusive of VAT, as shown in the Schedule of Capital Values set out below.</p> <p>For the avoidance of doubt, we have valued the Properties as real estate and the values reported above represent 100% of the market values of the assets. There are no negative values to report.</p> <p>Our opinion of Market Value is based upon the Scope of Work and Valuation Assumptions attached, and has been primarily derived using comparable recent market transactions on arm’s length terms.</p>



The Properties are split by property type and tenure as follows.

Property Type	Freehold	Long Leasehold	Total
Market Value of Properties held for Investment	£1,132,600,000 (36 Properties)	£86,300,000 (2 Properties)	£1,218,900,000 (38 Properties)
Market Value of Properties held for Development	£32,150,000 (1 Property)		£32,150,000 (1 Property)

### Report Format

Appendix A of this Valuation Report contains the Schedule of Properties.

Appendix B provides a split of the value of the Properties by use type.

Appendix C provides a split of the value of the Properties by location.

Appendix D provides a summary of the properties in the course of development.

The Company has expressly instructed us not to disclose certain information which is considered commercially sensitive, namely the individual values of the Properties.

### Market Conditions

We draw your attention to a combination of global inflationary pressures (leading to higher interest rates) and recent failures/stress in banking systems which have increased the potential for constrained credit markets, negative capital value movements and enhanced volatility in property markets over the short-to-medium term. While there is still liquidity in the market, ongoing geopolitical uncertainties, economic challenges and the cost and accessibility of debt finance could further impact pricing.

Experience has shown that consumer and investor behaviour can quickly change during periods of such heightened volatility. Lending or investment decisions should reflect this heightened level of volatility and the potential for deteriorating market conditions.

It is important to note that the conclusions set out in this Valuation Report are valid as at the Valuation Date only. Where appropriate, we recommend that the valuation is closely monitored, as we continue to track how markets respond to evolving events.

### Portfolios and Aggregation

We have valued the Properties individually and no account has been taken of any discount or premium that may be negotiated in the market if all or part of the portfolio was to be marketed simultaneously, either in lots or as a whole.

### Valuation Approach for Properties in Course of Development

In the case of development valuations, we would draw your attention to the fact that, even in normal market conditions, the residual method of valuation is very sensitive to changes in key inputs, with small changes in variables (such as the timing of the development, finance/construction costs and sales rates) having a disproportionate effect on land value.

Consequently, in reference to the Market Conditions section above it is inevitable that there is even greater uncertainty in respect of development valuations, with site values being susceptible to much more variance than normal.

### Building Contracts

Current supply issues associated with some building material shortages are impacting on construction costs and timing.

Unexecuted construction / building contracts may be subject to price increases and executed contracts may contain conditions which allow the builder to pass on any increases to the instructing party.

We recommend you obtain appropriate advice to confirm there are no adverse conditions within the final construction/building contract and/or ensure there are additional funds available to cover potential cost escalations.

Rising building costs and shortages of labour and materials may also affect the builder's viability and/or ability to meet construction timeframes. In this climate, we strongly recommend you verify the experience and financial capability of the builder to complete the project on time and on budget. Caution is advised in this regard.

In the absence of any information to the contrary, we have assumed that the construction contract and any warranties will be assignable.

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**Construction Cost Volatility** Material costs, labour costs and supply chains are unusually volatile with the market experiencing price increases in some, or all of these areas during 2022 and continuing into 2023. This has created significant uncertainty in cost estimates, which is likely to continue. In addition, there are significant risks that delays may be encountered in sourcing materials and labour, and as such, delivery risks are also heightened in this climate.

Furthermore, the likelihood of ongoing cost escalations and sourcing delays is high. This may place additional pressure on both the developer's and builder's profit margins and development viability.

These inherent risks should therefore be given careful consideration in lending and investment decisions. Caution is advised in this regard.

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**Compliance with Valuation Standards** The Valuation has been prepared in accordance with the latest version of the RICS Valuation – Global Standards (2022), incorporating the International Valuation Standards, and the UK national supplement (the "Red Book") current as the Valuation Date.

We confirm that the valuations have been prepared in accordance with the requirements of Rule 29 of the Code.

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The Properties have been valued by valuers who are appropriately and professionally qualified, suitably experienced and independent of the Company and Tritax Big Box and have the appropriate competences for the purpose of the Valuation in accordance with the Red Book and Rule 29.3 (a) (ii) and (iii) of the Code. We confirm that we have sufficient and current local and national knowledge of the particular property market involved and have the necessary skills and understanding to undertake the Valuation competently.

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Where the knowledge and skill requirements of the Red Book have been met in aggregate by more than one valuer within CBRE, we confirm that a list of those valuers has been retained within the working papers, together with confirmation that each named valuer complies with the requirements of the Red Book.

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This Valuation is a professional opinion and is expressly not intended to serve as a warranty, assurance or guarantee of any particular value of the subject Properties. Other valuers may reach different conclusions as to the value of the subject Properties. This Valuation is for the sole purpose of providing the intended user with the valuer's independent professional opinion of the value of the subject Properties as at the Valuation Date.

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**Sustainability Considerations** Wherever appropriate, sustainability and environmental matters are an integral part of the valuation approach. ‘Sustainability’ is taken to mean the consideration of such matters as environment and climate change, health and well-being and corporate responsibility that can or do impact on the valuation of an asset. In a valuation context, sustainability encompasses a wide range of physical, social, environmental, and economic factors that can affect value. The range of issues includes key environmental risks, such as flooding, energy efficiency and climate, as well as matters of design, configuration, accessibility, legislation, management, and fiscal considerations – and current and historic land use.

Sustainability has an impact on the value of an asset, even if not explicitly recognised. Valuers reflect markets, they do not lead them. Where we recognise the value impacts of sustainability, we are reflecting our understanding of how market participants include sustainability requirements in their bids and the impact on market valuations.

**Climate Risk Legislation** From June 2019, the Climate Change Act 2008 (2050 Target Amendment) Order 2019 commits the UK Government to reducing greenhouse gas emissions by 100% from 1990 levels (i.e. a Net Zero position) by 2050. In 2021 an interim target was set, to reduce emissions by 78% by 2035, by decarbonising electricity generation. This means that fossil fuels used in building, such as natural gas for heating, are incompatible with this commitment. The proposal to update the Minimum Energy Efficiency Standards, to require all non-domestic properties to a minimum EPC rating of B in 2030 has not been ratified and in the absence of any commentary from the current administration, we assume landlords will continue to work towards this target.

We also note that the UK’s introduction of mandatory climate related disclosures (reporting climate risks and opportunities consistent with recommendations by the “Task Force for Climate Related Financial Disclosure” (TCFD)), including the assessment of so-called physical and transition climate risks, will potentially have an impact on how the market views such risks and incorporates them into the sale of letting of assets.

The European Union’s “Sustainable Finance Disclosure Regulations” (SFDR) may impact on UK asset values due to the requirements in reporting to European investors.

**Assumptions** The Property details on which each Valuation is based are as set out in this Valuation Report. We have made various assumptions as to tenure, letting, taxation, town planning, and the condition and repair of buildings and sites – including ground and groundwater contamination – as set out below.

If any of the information or assumptions on which the Valuation is based are subsequently found to be incorrect, the Valuation figures may also be incorrect and should be reconsidered.

**Variations and/or Departures from Standard Assumptions** None.

**Independence** The total annual fees, including the fee for this assignment, earned by CBRE (or other companies forming part of the same group of companies within the UK) from the Company (or other companies forming part of the same group of companies) is less than 5.0% of the CBRE group’s total annual UK revenues.

It is not anticipated this situation will vary in the financial year to 31 December 2024.

We confirm that neither the valuers concerned nor CBRE have any personal interest in the Company, Tritax Big Box any of the Properties or in the outcome of the Valuation.

## **Previous Involvement and Conflicts of Interest**

We confirm that we have valued the Properties on behalf of the Company on a quarterly basis for financial reporting purposes for in excess of 10 years, the most recent valuation being 31 December 2023.

From time to time, CBRE provides agency or professional services to the Company.

We do not consider that this previous involvement represents a conflict of interest and you have confirmed to us that it also considers this to be the case.

CBRE are also instructed to value and have been doing so the Tritax Big Box portfolio for Tritax Big Box on a six monthly basis for financial reporting purposes for in excess of ten years, the most recent valuation being 31 December 2023. CBRE have also been engaged by the Addressees to value the certain properties in the Tritax Big Box portfolio for the purposes of the present transaction.

We have put in place information barriers between the valuers of the Properties and the valuers of the Tritax Big Box portfolio. The Panel have confirmed to you that CBRE acting with these barriers in place is acceptable for the purpose of this Valuation and you have confirmed to us the same.

We confirm that – we are not aware of any further conflicts of interest that would prevent us from exercising the required levels of independency and objectivity in undertaking the Valuation.

Copies of our conflict of interest checks have been retained within the working papers.

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## **Disclosure**

The principal signatory of this Valuation Report has continuously been the signatory of valuations for the Company since March 2022.

The secondary signatory of this Valuation Report has continuously been the signatory of valuations for the Company since March 2022.

CBRE has continuously been carrying out valuation instructions for the Company for in excess of 10 years.

CBRE has carried out valuation, agency and professional services on behalf of the Company for in excess of 10 years.

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## **Responsibility**

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 that such is the case) the information contained in this Valuation Report is in accordance with the facts and this Valuation Report makes no omissions likely to affect its import. Save for any responsibility arising under the Code to any person as and to the extent there provided, to the fullest extent permitted by law 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 this Valuation Report or our statement above.

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## **Reliance**

Save as set out in “Responsibility” above, the contents of this Valuation Report may only be relied upon by:

- i) Addressees of the Valuation Report; and
- ii) Parties who have received prior written consent from CBRE in the form of a reliance letter;

for the specific purpose set out herein and no responsibility is accepted to any third party for the whole or any part of its contents.

No reliance may be placed upon the contents of this Valuation Report by any party for any purpose other than in connection with the purpose of the Valuation.

**Publication**

We understand that this Valuation Report will also require to be put on public display on the websites of Tritax Big Box and the Company in accordance with Rules 26.3 and 29.4 of the Code.

Neither the whole nor any part of our Valuation Report nor any references thereto may be included in any published document, circular or statement nor published in any way without our prior written approval of the form and context in which it will appear.

Such publication of, or reference to this Valuation Report will not be permitted unless it contains a sufficient contemporaneous reference to any departure from the Red Book or the incorporation of the special assumptions referred to herein.

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Yours faithfully

Yours faithfully

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**James Hughes**  
MSc MRICS  
Senior Director  
RICS Registered Valuer  
For and on behalf of CBRE Limited  
+44 2071823495  
James.Hughes3@cbre.com

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**Jonathan Oliver**  
BSc (Hons) MRICS  
Director  
RICS Registered Valuer  
For and on behalf of CBRE Limited  
+44 7584 525 484  
Jon.Oliver@cbre.com

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## Source of Information and Scope of Works

### Sources of Information

We have carried out our work based upon information supplied to us by the Company and their professional advisors, as set out within this Valuation Report, which we have assumed to be correct and comprehensive, including:

- Tenancy Schedule named 28022024 Rent Receivable Tenancy Schedule – UKCM received on 28 February 2024 at 9:32;
- For new acquisitions, we generally receive due diligence reports, including measured surveys, technical and environmental reports.

### The Properties

Our Valuation Report contains a brief summary of the Property details on which our Valuation has been based.

You have expressly instructed us not to disclose certain information which is considered by the Company to be commercially sensitive, namely the individual values of the Properties.

### Inspection

As part of our Valuation instruction from the Company for financial reporting purposes, the majority of the Properties have been subject to internal inspections on a three year rolling basis. As instructed, we have not re-inspected all the Properties for the purpose of this Valuation.

With regard to those Properties which have not been subject to re-inspection, the Company has confirmed that they are not aware of any material changes to the physical attributes of the Properties, or the nature of their location, since the last inspection. We have assumed this advice to be correct.

Where Properties have not been re-inspected, the valuer will not carry out the usual range of enquiries performed during a full inspection of these Properties and will make the appropriate assumptions based on the information provided or available that, without a full inspection, cannot be verified. The instructing parties acknowledge and accept the heightened and inherent uncertainty and risks relying upon a valuation prepared on a desktop basis.

### Areas

We have not measured the Properties but have relied upon the floor areas provided to us by you or your professional advisors, which we have assumed to be correct and comprehensive, and which you have advised us have been calculated using the: Gross Internal Area (GIA), Net Internal Area (NIA) or International Property Measurement Standard (IPMS) 3 – Office, measurement methodology as set out in the latest edition of the RICS Property Measurement Standards.

### Environmental Considerations

We have not been instructed to make any investigations in relation to the presence or potential presence of contamination in land or buildings or the potential presence of other environmental risk factors and to assume that if investigations were made to an appropriate extent then nothing would be discovered sufficient to affect value.

We have not carried out investigation into past uses, either of the property or of any adjacent lands, to establish whether there is any potential for contamination from such uses or sites, or other environmental risk factors and have therefore assumed that none exists.

**Sustainability Considerations** In carrying out this Valuation, we have considered the impact of sustainability factors on the value of the Property. Based on our inspections and our review of the information that was available to us, we have not identified any risk factors which, in our opinion, would affect value. However, CBRE gives no warranty as to the absence of such risk factors in relation to sustainability.

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**Services and Amenities** We understand that the Properties are located in an area served by mains gas, electricity, water and drainage.

None of the services have been tested by us.

Enquiries regarding the availability of utilities/services to the development schemes are outside the scope of our Valuation Report.

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**Repair and Condition** We have not carried out building surveys, tested services, made independent site investigations, inspected woodwork, exposed parts of the structure which were covered, unexposed or inaccessible, nor arranged for any investigations to be carried out to determine whether or not any deleterious or hazardous materials or techniques have been used, or are present, in any part of the Properties. We are unable, therefore, to give any assurance that the Properties are free from defect.

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**Town Planning** We have not undertaken planning enquiries.

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**Titles, Tenures and Lettings** Details of title/tenure under which the Properties are held and of lettings to which it is subject are as supplied to us. We have not generally examined nor had access to all the deeds, leases or other documents relating thereto. Where information from deeds, leases or other documents is recorded in this Valuation Report, it represents our understanding of the relevant documents. We should emphasise, however, that the interpretation of the documents of title (including relevant deeds, leases and planning consents) is the responsibility of your legal adviser.

We have not conducted credit enquiries on the financial status of any tenants. We have, however, reflected our general understanding of purchasers' likely perceptions of the financial status of tenants.

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## Valuation Assumptions

### Introduction

An Assumption is defined in the Red Book Glossary and VPS 4 to be a “supposition taken to be true” (an “Assumption”).

Assumptions are facts, conditions or situations affecting the subject of, or approach to, a valuation that it has been agreed need not be verified by the valuer as part of the valuation process. Assumptions are made when it is reasonable for the valuer to accept that something is true without the need for specific investigation.

The Company has confirmed and we confirm that our Assumptions are correct as far as the Company and we, respectively, are aware. In the event that any of these Assumptions prove to be incorrect then our valuations should be reviewed. The principal Assumptions which we have made are stated within this Valuation Report.

For the avoidance of doubt, the Assumptions made do not affect compliance with the approach to Market Value under the Red Book.

### Capital Values

The Valuation has been prepared on the basis of “Market Value”, which is defined in the Red Book 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.”

The Valuation represents the figure that would appear in a hypothetical contract of sale at the Valuation Date. No adjustment has been made to this figure for any expenses of acquisition or realisation – nor for taxation which might arise in the event of a disposal.

No account has been taken of any inter-company leases or arrangements, nor of any mortgages, debentures or other charge.

No account has been taken of the availability or otherwise of capital based Government or European Community grants.

### Taxation, Costs and Realisation Costs

As stated above, no allowances have been made for any expenses of realisation nor for taxation which might arise in the event of a disposal.

Our valuations reflect purchasers’ statutory and other normal acquisition costs.

### VAT

We have not been advised whether the properties are elected for VAT.

All rents and capital values stated in this Valuation Report are exclusive of VAT.

### Net Annual Rent

Net annual rent is defined for the purposes of this transaction as “the current income or income estimated by the valuer:

- (i) ignoring any special receipts or deduction arising from the property;
- (ii) excluding Value Added Tax and before taxation (including tax on profits and any allowances for interest on capital or loans); and
- (iii) after making deductions for superior rents (but not for amortisation), and any disbursements including, if appropriate, expenses of managing the property and allowances to maintain it in a condition to command its rent”.



**Estimated Net Annual Rental Value**

The estimated net annual rental value is based on the current rental value of each of the Properties. The rental value reflects the terms of the leases where the Properties, or parts thereof, are let at the date of valuation. Where the Properties, or parts thereof, are vacant at the date of valuation, the rental value reflects the rent we consider would be obtainable on an open market letting as at the date of valuation.

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**Rental Values**

Unless stated otherwise rental values indicated in our Valuation Report are those which have been adopted by us as appropriate in assessing the capital value and are not necessarily appropriate for other purposes, nor do they necessarily accord with the definition of Market Rent in the Red Book, which is as follows:

“The estimated amount for which an interest in real property should be leased on the Valuation Date between a willing lessor and a willing lessee on appropriate lease terms in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.”

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**Fixtures, Fittings and Equipment**

Where appropriate we have regarded the shop fronts of retail and showroom accommodation as forming an integral part of the building.

Landlord’s fixtures such as lifts, escalators, central heating and other normal service installations have been treated as an integral part of the building and are included within our Valuations.

Process plant and machinery, tenants’ fixtures and specialist trade fittings have been excluded from our Valuations.

All measurements, areas and ages quoted in our Valuation Report are approximate.

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**Environmental Matters**

In the absence of any information to the contrary, we have assumed that:

- a) the Property/Properties is/are not contaminated and is not adversely affected by any existing or proposed environmental law;
- b) any processes which are carried out on the Property/Properties which are regulated by environmental legislation are properly licensed by the appropriate authorities;
- c) in England and Wales, the Property/Properties possesses current Energy Performance Certificates (EPCs) as required under the Government’s Energy Performance of Buildings Directive – and that they have an energy efficient standard of ‘E’, or better. Under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 it became unlawful for landlords to rent out business or residential premise from 1st April 2018 – unless the site has reached a minimum EPC rating of an ‘E’, or secured a relevant exemption. In Scotland, we have assumed that the Property/Properties possesses current EPCs as required under the Scottish Government’s Energy Performance of Buildings (Scotland) Regulations – and that they meet energy standards equivalent to those introduced by the 2002 building regulations. The Assessment of Energy Performance of Non-Domestic Buildings (Scotland) Regulations 2016 requires building owners to commission an EPC and Action Plan for sale or new rental of non-domestic buildings bigger than 1,000 sq m that do not meet 2002 building regulations energy standards. Action Plans contain building improvement measures that must be implemented within 3.5 years, subject to certain exemptions;

- d) In January 2021 the Government set out proposals in England and Wales for ‘improving the energy performance of privately rented homes’. The key tenets of the proposals are to; reduce emissions; tackle fuel poverty; improve asset quality; reduce energy bills; enhance energy security; and support associated employment. The proposals were wide ranging and included new demands on residential landlords through Energy Performance Certificates (‘EPCs’).

Existing PRS Regulations set a minimum standard of EPC Band E for residential units to be lettable. The Government proposals see this threshold being raised to EPC Band C for all new tenancies created from 01 April 2025 and for all existing tenancies by 01 April 2028.

The principle for relevant building works is to be ‘fabric first’ meaning maximisation of components and materials that make up the building fabric to enhance, for example, insulation, ventilation and air-tightness. The proposals also cite; compliance measures and penalties for landlords, letting agents and local authorities; and affordability support for carrying out necessary works. The implication was (as with the existing EPC Band E requirement) that private rented units may effectively be rendered unlettable if they failed to meet or exceed the minimum EPC requirement.

On 20 September 2023 the Prime Minister announced revisions to the PRS Regulations such that residential landlords will not be fined if they do not meet these requirements. It was not specified if this denotes a delay to the effective dates or the removal of the penalty.

In addition the Prime Minister announced that Boiler Upgrade Scheme subsidies will be increased from £5,000 to £7,500, and the timeframe for removal of gas fired boilers delayed until 2035.

The change in policy is more towards incentivising change as opposed to enforcement.

The UK’s Net Zero 2050 pledge is still being upheld although future revisions are not out of the question, particularly in the event of a potential change in Government. It is likely that institutional landlords in particular will continue to target energy efficiency given policy change uncertainty and the ever increasing focus on ESG; we therefore expect EPC ratings to continue to be a focus for residential investors and occupiers in the UK

- e) the Properties are either not subject to flooding risk or, if it is, that sufficient flood defences are in place and that appropriate building insurance could be obtained at a cost that would not materially affect the capital value; and
- f) invasive species such as Japanese Knotweed are not present on the Properties.

High voltage electrical supply equipment may exist within, or in close proximity of, the Properties. The National Radiological Protection Board (NRPB) has advised that there may be a risk, in specified circumstances, to the health of certain categories of people. Public perception may, therefore, affect marketability and future value of the Properties. Our Valuation reflects our current understanding of the market and we have not made a discount to reflect the presence of this equipment.

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## Repair and Condition

In the absence of any information to the contrary, we have assumed that:

- a) there are no abnormal ground conditions, nor archaeological remains, present which might adversely affect the current or future occupation, development or value of the Properties;
- b) the Properties are free from rot, infestation, structural or latent defect;

- c) no currently known deleterious or hazardous materials or suspect techniques, including but not limited to Composite Panelling, ACM Cladding, High Alumina Cement (HAC), Asbestos, Reinforced Autoclaved Aerated Concrete (Raac), have been used in the construction of, or subsequent alterations or additions to, the Properties; and
- d) the services, and any associated controls or software, are in working order and free from defect.

We have otherwise had regard to the age and apparent general condition of the Properties. Comments made in the property details do not purport to express an opinion about, or advise upon, the condition of uninspected parts and should not be taken as making an implied representation or statement about such parts.

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**Title, Tenure, Lettings,  
Planning, Taxation and  
Statutory & Local Authority  
Requirements**

Unless stated otherwise within this Valuation Report, and in the absence of any information to the contrary, we have assumed that:

- a) the Properties possess a good and marketable title free from any onerous or hampering restrictions or conditions;
- b) the building has been erected either prior to planning control, or in accordance with planning permissions, and has the benefit of permanent planning consents or existing use rights for their current use;
- c) the Properties are not adversely affected by town planning or road proposals;
- d) the building complies with all statutory and local authority requirements including building, fire and health and safety regulations, and that a fire risk assessment and emergency plan are in place;
- e) only minor or inconsequential costs will be incurred if any modifications or alterations are necessary in order for occupiers of the Properties to comply with the provisions of the Disability Discrimination Act 1995 (in Northern Ireland) or the Equality Act 2010 (in the rest of the UK);
- f) all rent reviews are upward only and are to be assessed by reference to full current market rents;
- g) there are no tenant's improvements that will materially affect our opinion of the rent that would be obtained on review or renewal;
- h) tenants will meet their obligations under their leases, and are responsible for insurance, payment of business rates, and all repairs, whether directly or by means of a service charge;
- i) there are no user restrictions or other restrictive covenants in leases which would adversely affect value;
- j) where more than 50% of the floorspace of the Properties is in residential use, the Landlord and Tenant Act 1987 (the "Act") gives certain rights to defined residential tenants to acquire the freehold/head leasehold interest in the Properties. Where this is applicable, we have assumed that necessary notices have been given to the residential tenants under the provisions of the Act, and that such tenants have elected not to acquire the freehold/head leasehold interest. Disposal on the open market is therefore unrestricted;
- k) where appropriate, permission to assign the interest being valued herein would not be withheld by the landlord where required;
- l) vacant possession can be given of all accommodation which is unlet or is let on a service occupancy; and
- m) Land Transfer Tax (or the local equivalent) will apply at the rate currently applicable.

In the UK, Stamp Duty Land Tax (SDLT) in England and Northern Ireland, Land and Buildings Transaction Tax (LABTT) in Scotland or Land Transaction Tax (LTT) in Wales, will apply at the rate currently applicable

# Appendices

## Appendix A: Schedule of Properties as at 31 December 2023

Property Type	Tenure	Ownership purpose
Tetra – Aberdeen Gateway, Aberdeen	Freehold	Investment
Total – Aberdeen Gateway, Aberdeen	Freehold	Investment
Roca Limited, Bardon	Freehold	Investment
Sussex Junction, Bolney	Freehold	Investment
Emerald Park, Bristol	Freehold	Investment
Temple Quay, Bristol	Freehold	Investment
Centrum 260, Burton-Upon-Trent	Freehold	Investment
Rhenus Logistics Limited, Cannock	Freehold	Investment
Gatwick Gate units 2A-3E, Crawley	Freehold	Investment
Phase II, Newtons Court-Worlds, Dartford	Freehold	Investment
81/85 George Street, Edinburgh	Freehold	Investment
Gilmore Place, Edinburgh, Edinburgh	Freehold	Investment
Hillview Place, Exeter	Freehold	Investment
Cineworld Cinema, Glasgow	Freehold	Investment
Ocado Distribution Unit, Hatfield	Freehold	Investment
Rotunda, Kingston	Freehold	Investment
Aura, Leamington Spa	Freehold	Investment
Axiom, Leamington Spa	Freehold	Investment
Integra, Leamington Spa	Freehold	Investment
Units G&H, Precision Park, Leamington Spa	Freehold	Investment
Junction 27, Leeds	Freehold	Investment
Land at Sovereign Square, Leeds	Freehold	Development
St Georges Retail Park, Leicester	Freehold	Investment
Craven House, London	Freehold	Investment
Kantar, London	Freehold	Investment
X Dock 377, Lutterworth	Long Leasehold	Investment
Trafford Retail Park, Manchester	Freehold	Investment
Sainsburys, Marlow	Freehold	Investment
Central Square, Newcastle Upon Tyne	Freehold	Investment

<b>Property Type</b>	<b>Tenure</b>	<b>Ownership purpose</b>
The Maldron Hotel, Newcastle Upon Tyne	Long Leasehold	Investment
TJX Ltd, Newcastle-Under-Lyme	Freehold	Investment
Ventura Park, Radlett, Radlett	Freehold	Investment
The White Building, Reading	Freehold	Investment
B&Q Warehouse, Romford	Freehold	Investment
Bestway Pharmacy NDC Limited, Stoke-on-Trent	Freehold	Investment
Dolphin Estate, Sunbury on Thames	Freehold	Investment
Clipper Logistics Plc, Swadlincote	Freehold	Investment
Regent Circus, Swindon	Freehold	Investment
Asda, Regent Close, Torquay	Freehold	Investment

## Appendix B: Market Value of the Properties as at 31 December 2023 split by property type (100%)

<b>Property Type</b>	<b>Market Value</b>
Distribution	£383,300,000
Multi-Let Industrial	£356,500,000
Retail	£26,400,000
Retail Warehousing	£149,700,000
Offices	£143,600,000
Alternatives	£191,550,000
<b>Portfolio Total</b>	<b>£1,251,050,000</b>

## Appendix C: Market Value of the Properties as at 31 December 2023 split by property location (100%)

<b>Property Type</b>	<b>Market Value</b>
London & South East	£561,875,000
Midlands	£332,075,000
North East including Yorkshire	£97,000,000
North West	£47,550,000
South West	£108,050,000
Other	£104,500,000
<b>Portfolio Total</b>	<b>£1,251,050,000</b>



## Appendix D: Market Value of the Properties in the course of development as at 31 December 2023 (100%)

Address	Description, Development Status and Tenure	Key Valuation Assumptions	Market Value £ (100%)
Land at Sovereign Square, Leeds	<p>The property comprises a forward funding of a Hyatt hotel at Sovereign Square, in Leeds city centre.</p> <p>On completion the property will comprise 305 bed hotel subject to an operational management agreement.</p> <p>Freehold. We have reflected the planning conditions in arriving at our opinion of value.</p>	<p>Market Value on the assumption the development will complete in Q3 2024.</p> <p>Estimated Outstanding cost to completion (excluding finance): c.£16,500,000</p> <p>Assumed completion date – August 2024</p> <p>Assumed start of management agreement – September 2024</p>	£32,150,000

**PART 10**

**VALUATION REPORTS – BBOX**

PART 10A

CBRE Valuation Report

**CBRE**

# Valuation Report

**In respect of:**

Portfolio of 84 properties held by Tritax Big Box REIT plc

**On behalf of:**

the Addressees as set out below

**Date of valuation:**

31 December 2023

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Appendix E: Review of the Assets in the Course of Development (100%)

# Condensed Valuation Report

## Introduction

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**Report Date** 9 April 2024

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**Valuation Date** 31 December 2023

**Addressees**

Tritax Big Box REIT plc  
72 Broadwick Street  
London  
W1F 9QZ  
(hereinafter referred to as “Tritax” or the “Company”)

and

Jefferies International Limited  
100 Bishopsgate  
London  
EC2N 4JL  
(in their capacity as sponsor and lead financial adviser to the Company)

and

Akur Limited  
66 St James’s Street  
London  
SW1A 1NE  
(in their capacity as joint financial adviser to the Company)

and

J.P. Morgan Securities plc  
25 Bank Street  
Canary Wharf  
London  
E14 5JP  
(in their capacity as joint financial adviser to the Company)

and

UK Commercial Property REIT Limited  
PO Box 255  
Trafalgar Court Les Banques  
St Peter Port  
Channel Islands  
GY1 3QL  
Guernsey (hereinafter referred to as “UK Commercial Property”)

and

N.M. Rothschild & Sons Limited  
 New Court, St Swithin's Lane  
 London  
 EC4N 8AL  
 (in their capacity as lead financial adviser to UK Commercial Property)

and

Numis Securities Limited (trading as Deutsche Numis)  
 45 Gresham Street  
 London  
 EC2V 7BF  
 (in their capacity as joint financial adviser to UK Commercial Property)  
 (and all the above collectively referred to as "the Addressees")

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### The Properties

84 properties held by Tritax and its group, as set out in the Schedule of Properties below in Appendix A (each a "Property" and together the "Properties").

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### Instruction

To value without re-inspecting the unencumbered freehold and leasehold interests (as applicable) of the Properties on the basis of Market Value as at the Valuation Date in accordance with Terms of Engagement entered into between CBRE Ltd ("CBRE") and the Addressees dated 20 March 2024 (the "Valuation").

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### Status of Valuer

You have instructed us to act as an "external valuer" as defined in the current version of the RICS Valuation – Global Standards (2022).

Please note that the Valuation may be investigated by the RICS for the purposes of the administration of the Institution's conduct and disciplinary regulations in order to ensure compliance with the RICS Valuation – Global Standards (2022).

---

### Purpose and Basis of Valuation

The Valuation has been prepared for a Regulated Purpose as defined in the RICS Valuation – Global Standards (2022) and the UK national supplement current as at the Valuation Date (the "Red Book").

We understand that this valuation report and the Appendices to it (together the "Valuation Report") are required for inclusion in a scheme document to be published by UK Commercial Property in connection with the recommended offer by the Company for the entire issued and to be issued ordinary share capital of UK Commercial Property (the "Transaction"), in accordance with the City Code on Takeovers and Mergers ("the Code"), (the "Scheme Document").

The Valuation is on the basis of Market Value as defined in the current edition of the RICS Valuation – Global Standards and set out in Valuation Assumptions below.

---

### Market Value of the Properties as at 31 December 2023 (100%)

**£4,839,625,000 (FOUR BILLION, EIGHT HUNDRED AND THIRTY-NINE MILLION, SIX HUNDRED AND TWENTY-FIVE THOUSAND POUNDS)** exclusive of VAT, as shown in the Schedule of Capital Values set out below.

For the avoidance of doubt, we have valued the Properties as real estate and the values reported above represent 100% of the market values of the assets. There are no negative values to report.

Our opinion of Market Value is based upon the Scope of Work and Valuation Assumptions attached, and has been primarily derived using comparable recent market transactions on arm's length terms.

The Properties are split by property type and tenure as follows.

Property Type	Freehold	Long Leasehold	Total
Market Value of Properties held for Investment	£4,179,445,000 (71 Properties)	£531,740,000 (6 Properties)	£4,711,185,000 (77 Properties)
Market Value of Properties in the Course of Development	£128,440,000 (7 Properties)	£0 (Nil Properties)	£128,440,000 (7 Properties)
<b>Total</b>	<b>£4,307,885,000</b>	<b>£531,740,000</b>	<b>£4,839,625,000</b>

**Market Value of the Properties as at 31 December 2023 (at share)**

The Company has advised us that three properties are held on minority (4%) interests; DHL Skelmersdale, Matalan Knowsley, and Cerealto Workspop.

The total arithmetical apportionment of the value taking into account the relevant ownership share (as advised to us by the Company) on a pro-rata basis is as follows:

**£4,718,617,000 (FOUR BILLION, SEVEN HUNDRED AND EIGHTEEN MILLION, SIX HUNDRED AND SEVENTEEN THOUSAND POUNDS)** exclusive of VAT.

Where a Property is owned through an indirect investment structure or a joint tenancy in a trust for sale, our Valuation represents the relevant apportioned percentage of ownership of the value of the whole Property, assuming full management control. Our Valuation therefore is unlikely to represent the value of the interests in the indirect investment structure through which the property is held.

**Report Format**

Appendix A of this Valuation Report contains the Schedule of Properties.

Appendix B provides a split of the value of the Properties by use type.

Appendix C provides a split of the value of the Properties by location.

Appendix D provides relevant details of those Properties which have an individual Market Value in excess of 5% of the total aggregate Market Value of the Portfolio

Appendix E provides a review of the assets in the course of development.

The Company has expressly instructed us not to disclose certain information which is considered commercially sensitive, namely the individual values of the Properties.

**Market Conditions**

We draw your attention to a combination of global inflationary pressures (leading to higher interest rates) and recent failures/stress in banking systems which have increased the potential for constrained credit markets, negative capital value movements and enhanced volatility in property markets over the short-to-medium term. While there is still liquidity in the market, ongoing geopolitical uncertainties, economic challenges and the cost and accessibility of debt finance could further impact pricing.

Experience has shown that consumer and investor behaviour can quickly change during periods of such heightened volatility. Lending or investment decisions should reflect this heightened level of volatility and the potential for deteriorating market conditions.

It is important to note that the conclusions set out in this Valuation Report are valid as at the Valuation Date only. Where appropriate, we recommend that the valuation is closely monitored, as we continue to track how markets respond to evolving events.

**Portfolios and Aggregation**

We have valued the Properties individually and no account has been taken of any discount or premium that may be negotiated in the market if all or part of the portfolio was to be marketed simultaneously, either in lots or as a whole.

### **Valuation Approach for Properties in Course of Development**

In the case of development valuations, we would draw your attention to the fact that, even in normal market conditions, the residual method of valuation is very sensitive to changes in key inputs, with small changes in variables (such as the timing of the development, finance/construction costs and sales rates) having a disproportionate effect on land value.

Consequently, in reference to the Market Conditions section above it is inevitable that there is even greater uncertainty in respect of development valuations, with site values being susceptible to much more variance than normal.

---

### **Building Contracts**

Current supply issues associated with some building material shortages are impacting on construction costs and timing.

Unexecuted construction / building contracts may be subject to price increases and executed contracts may contain conditions which allow the builder to pass on any increases to the instructing party.

We recommend you obtain appropriate advice to confirm there are no adverse conditions within the final construction/building contract and/or ensure there are additional funds available to cover potential cost escalations.

Rising building costs and shortages of labour and materials may also affect the builder's viability and/or ability to meet construction timeframes. In this climate, we strongly recommend you verify the experience and financial capability of the builder to complete the project on time and on budget. Caution is advised in this regard.

In the absence of any information to the contrary, we have assumed that the construction contract and any warranties will be assignable.

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### **Construction Cost Volatility**

Material costs, labour costs and supply chains are unusually volatile with the market experiencing price increases in some, or all of these areas during 2022 and continuing into 2023. This has created significant uncertainty in cost estimates, which is likely to continue. In addition, there are significant risks that delays may be encountered in sourcing materials and labour, and as such, delivery risks are also heightened in this climate.

Furthermore, the likelihood of ongoing cost escalations and sourcing delays is high. This may place additional pressure on both the developer's and builder's profit margins and development viability.

These inherent risks should therefore be given careful consideration in lending and investment decisions. Caution is advised in this regard.

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### **Compliance with Valuation Standards**

The Valuation has been prepared in accordance with the latest version of the RICS Valuation – Global Standards (2022), incorporating the International Valuation Standards, and the UK national supplement (the “Red Book”) current as the Valuation Date.

The valuations are compliant with the International Valuation Standards, the Financial Conduct Authority's (FCA) Listing Rules, the Prospectus Regulation Rules, the FCA's Primary Market Technical Note 619.1 (“TN 619.1”) paragraphs 128 to 130 (inclusive) of Part III.1 (Property companies), the London Stock Exchange requirements and Rule 29 of the Code.

Where the knowledge and skill requirements of the Red Book have been met in aggregate by more than one valuer within CBRE, we confirm that a list of those valuers has been retained within the working papers, together with confirmation that each named valuer complies with the requirements of the Red Book.



This Valuation is a professional opinion and is expressly not intended to serve as a warranty, assurance or guarantee of any particular value of the subject Properties. Other valuers may reach different conclusions as to the value of the subject Properties. This Valuation is for the sole purpose of providing the intended user with the valuer's independent professional opinion of the value of the subject Properties as at the Valuation Date.

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**Sustainability Considerations** Wherever appropriate, sustainability and environmental matters are an integral part of the valuation approach. 'Sustainability' is taken to mean the consideration of such matters as environment and climate change, health and well-being and corporate responsibility that can or do impact on the valuation of an asset. In a valuation context, sustainability encompasses a wide range of physical, social, environmental, and economic factors that can affect value. The range of issues includes key environmental risks, such as flooding, energy efficiency and climate, as well as matters of design, configuration, accessibility, legislation, management, and fiscal considerations – and current and historic land use.

Sustainability has an impact on the value of an asset, even if not explicitly recognised. Valuers reflect markets, they do not lead them. Where we recognise the value impacts of sustainability, we are reflecting our understanding of how market participants include sustainability requirements in their bids and the impact on market valuations.

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**Climate Risk Legislation** From June 2019, the Climate Change Act 2008 (2050 Target Amendment) Order 2019 commits the UK Government to reducing greenhouse gas emissions by 100% from 1990 levels (i.e. a Net Zero position) by 2050. In 2021 an interim target was set, to reduce emissions by 78% by 2035, by decarbonising electricity generation. This means that fossil fuels used in building, such as natural gas for heating, are incompatible with this commitment. The proposal to update the Minimum Energy Efficiency Standards, to require all non-domestic properties to a minimum EPC rating of B in 2030 has not been ratified and in the absence of any commentary from the current administration, we assume landlords will continue to work towards this target.

We also note that the UK's introduction of mandatory climate related disclosures (reporting climate risks and opportunities consistent with recommendations by the "Task Force for Climate Related Financial Disclosure" (TCFD)), including the assessment of so-called physical and transition climate risks, will potentially have an impact on how the market views such risks and incorporates them into the sale of letting of assets.

The European Union's "Sustainable Finance Disclosure Regulations" (SFDR) may impact on UK asset values due to the requirements in reporting to European investors.

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**Assumptions** The Property details on which each Valuation is based are as set out in this Valuation Report. We have made various assumptions as to tenure, letting, taxation, town planning, and the condition and repair of buildings and sites – including ground and groundwater contamination – as set out below.

If any of the information or assumptions on which the Valuation is based are subsequently found to be incorrect, the Valuation figures may also be incorrect and should be reconsidered.

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**Variations and/or Departures from Standard Assumptions** None.

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**Independence** The total annual fees, including the fee for this assignment, earned by CBRE (or other companies forming part of the same group of companies within the UK) from Tritax Big Box REIT plc (or other companies forming part of the same group of companies) is less than 5.0% of the CBRE group's total annual UK revenues.

It is not anticipated this situation will vary in the financial year to 31 December 2024.

We confirm that neither the valuers concerned nor CBRE have any personal interest in the Company, UK Commercial Property, any of the Properties or in the outcome of the Valuation.

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**Previous Involvement and Conflicts of Interest**

We confirm that we have valued the Properties on behalf of the Company on a six monthly basis for financial reporting purposes for in excess of 10 years, the most recent valuation being 31 December 2023.

From time to time, CBRE provides agency or professional services to the Company.

We do not consider that this previous involvement represents a conflict of interest and you have confirmed to us that it also considers this to be the case.

CBRE are also instructed to value the UK Commercial Property portfolio for UK Commercial Property on a quarterly basis for financial reporting purposes, and have been in excess of ten years, the most recent valuation being 31 December 2023. CBRE have also been engaged by the Addressees to value the UK Commercial Property portfolio for the purposes of the present transaction.

We have put in place information barriers between the valuers of the Tritax Properties and the valuers of the UK Commercial Property portfolio. The Panel have confirmed to you that CBRE acting with these barriers in place is acceptable for the purpose of this Valuation. You have confirmed to us the same.

We confirm that we are not aware of any further conflicts of interest that would prevent us from exercising the required levels of independency and objectivity in undertaking the Valuation.

Copies of our conflict of interest checks have been retained within the working papers.

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**Disclosure**

The principal signatory of this Valuation Report has not been the signatory of valuations for the Company prior to this instruction.

The secondary signatory of this Valuation Report has continuously been the signatory of valuations for the Company since December 2022.

CBRE has continuously been carrying out valuation instructions for the Company for in excess of 10 years.

CBRE has carried out valuation, agency and professional services on behalf of the Company for in excess of 10 years.

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**Responsibility**

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 that such is the case) the information contained in this Valuation Report is in accordance with the facts and this Valuation Report makes no omissions likely to affect its import.

Save for any responsibility arising under the Takeover Code to any person as and to the extent there provided, to the fullest extent permitted by law 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 this Valuation Report or our statement above.

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**Reliance**

Save as set out in "Responsibility" above, the contents of this Valuation Report may only be relied upon by:

- i) Addressees of the Valuation Report; and
- ii) Parties who have received prior written consent from CBRE in the form of a reliance letter; and
- iii) the shareholders of the UK Commercial Property;

for the specific purpose set out herein and no responsibility is accepted to any third party for the whole or any part of its contents.

No reliance may be placed upon the contents of this Valuation Report by any party for any purpose other than in connection with the Purpose of the Valuation.

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**Publication**

Neither the whole nor any part of our Valuation Report nor any references thereto may be included in any published document, circular or statement nor published in any way without our prior written approval of the form and context in which it will appear.

Such publication of, or reference to this Valuation Report will not be permitted unless it contains a sufficient contemporaneous reference to any departure from the Red Book or the incorporation of the special assumptions referred to herein.

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Yours faithfully

Yours faithfully

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**Nick Butler**

BSc (Hons) MRICS  
Executive Director  
RICS Registered Valuer  
For and on behalf of CBRE Limited  
+44 2071822526  
Nick.Butler@cbre.com

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**Ben Thomas**

BSc (Hons) MRICS  
Senior Director  
RICS Registered Valuer  
For and on behalf of CBRE Limited  
+44 2071822662  
Ben.Thomas@cbre.com

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## Source of Information and Scope of Works

### Sources of Information

We have carried out our work based upon information supplied to us by the Company and their professional advisors, as set out within this Valuation Report, which we have assumed to be correct and comprehensive, including;

- Tenancy and asset management update document for the properties held for investment named TBBR AM – FY 2023 and received on 29 November 2023
- Information update pack for the assets in the course of development named CBRE Development Summary for Info dated November 2023 and received on 7 November 2023
- Detailed cost plans, build summaries, timescales and business plans for the assets in the course of development, downloaded from a Tritax Symmetry Share Point site on 01 December 2023
- For new acquisitions, we generally receive due diligence reports, including measured surveys, technical and environmental reports.

### The Properties

Our Valuation Report contains a brief summary of the Property details on which our Valuation has been based.

You have expressly instructed us not to disclose certain information which is considered by the Company to be commercially sensitive, namely the individual values of the Properties.

### Inspection

As part of our Valuation instruction from the Company for financial reporting purposes, the majority of the Properties have been subject to internal inspections on a three year rolling basis. As instructed, we re-inspected 48 of the 84 Properties for the purpose of this Valuation. The most recent inspection dates can be found in Appendix A.

With regard to those Properties which have not been subject to re-inspection, the Company has confirmed that they are not aware of any material changes to the physical attributes of the Properties, or the nature of their location, since the last inspection. We have assumed this advice to be correct.

Where Properties have not been re-inspected, the valuer will not carry out the usual range of enquiries performed during a full inspection of these Properties and will make the appropriate assumptions based on the information provided or available that, without a full inspection, cannot be verified. The instructing parties acknowledge and accept the heightened and inherent uncertainty and risks relying upon a valuation prepared on a desktop basis.

### Areas

We have not measured the Properties but have relied upon the floor areas provided to us by you or your professional advisors, which we have assumed to be correct and comprehensive, and which you have advised us have been calculated using the: Gross Internal Area (GIA), Net Internal Area (NIA) or International Property Measurement Standard (IPMS) 3 – Office, measurement methodology as set out in the latest edition of the RICS Property Measurement Standards.

### Environmental Considerations

We have not been instructed to make any investigations in relation to the presence or potential presence of contamination in land or buildings or the potential presence of other environmental risk factors and to assume that if investigations were made to an appropriate extent then nothing would be discovered sufficient to affect value.

We have not carried out investigation into past uses, either of the property or of any adjacent lands, to establish whether there is any potential for contamination from such uses or sites, or other environmental risk factors and have therefore assumed that none exists.

**Sustainability Considerations**

In carrying out this Valuation, we have considered the impact of sustainability factors on the value of the Property. Based on our inspections and our review of the information that was available to us, we have not identified any risk factors which, in our opinion, would affect value. However, CBRE gives no warranty as to the absence of such risk factors in relation to sustainability.

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**Services and Amenities**

We understand that the Properties are located in an area served by mains gas, electricity, water and drainage.

None of the services have been tested by us.

Enquiries regarding the availability of utilities/services to the development schemes are outside the scope of our Valuation Report.

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**Repair and Condition**

We have not carried out building surveys, tested services, made independent site investigations, inspected woodwork, exposed parts of the structure which were covered, unexposed or inaccessible, nor arranged for any investigations to be carried out to determine whether or not any deleterious or hazardous materials or techniques have been used, or are present, in any part of the Properties. We are unable, therefore, to give any assurance that the Properties are free from defect.

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**Town Planning**

We have not undertaken planning enquiries.

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**Titles, Tenures and Lettings**

Details of title/tenure under which the Properties are held and of lettings to which it is subject are as supplied to us. We have not generally examined nor had access to all the deeds, leases or other documents relating thereto. Where information from deeds, leases or other documents is recorded in this Valuation Report, it represents our understanding of the relevant documents. We should emphasise, however, that the interpretation of the documents of title (including relevant deeds, leases and planning consents) is the responsibility of your legal adviser.

We have not conducted credit enquiries on the financial status of any tenants. We have, however, reflected our general understanding of purchasers' likely perceptions of the financial status of tenants.

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## Valuation Assumptions

### Introduction

An Assumption is defined in the Red Book Glossary and VPS 4 to be a “supposition taken to be true” (an “Assumption”).

Assumptions are facts, conditions or situations affecting the subject of, or approach to, a valuation that it has been agreed need not be verified by the valuer as part of the valuation process. Assumptions are made when it is reasonable for the valuer to accept that something is true without the need for specific investigation.

The Company has confirmed and we confirm that our Assumptions are correct as far as the Company and we, respectively, are aware. In the event that any of these Assumptions prove to be incorrect then our valuations should be reviewed. The principal Assumptions which we have made are stated within this Valuation Report.

For the avoidance of doubt, the Assumptions made do not affect compliance with the approach to Market Value under the Red Book.

### Capital Values

The Valuation has been prepared on the basis of “Market Value”, which is defined in the Red Book 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.”

The Valuation represents the figure that would appear in a hypothetical contract of sale at the Valuation Date. No adjustment has been made to this figure for any expenses of acquisition or realisation – nor for taxation which might arise in the event of a disposal.

No account has been taken of any inter-company leases or arrangements, nor of any mortgages, debentures or other charge.

No account has been taken of the availability or otherwise of capital based Government or European Community grants.

### Taxation, Costs and Realisation Costs

As stated above, no allowances have been made for any expenses of realisation nor for taxation which might arise in the event of a disposal.

Our valuations reflect purchasers’ statutory and other normal acquisition costs.

### VAT

We have not been advised whether the properties are elected for VAT.

All rents and capital values stated in this Valuation Report are exclusive of VAT.

### Net Annual Rent

Net annual rent is defined for the purposes of this transaction as “the current income or income estimated by the valuer:

- (i) ignoring any special receipts or deduction arising from the property;
- (ii) excluding Value Added Tax and before taxation (including tax on profits and any allowances for interest on capital or loans); and
- (iii) after making deductions for superior rents (but not for amortisation), and any disbursements including, if appropriate, expenses of managing the property and allowances to maintain it in a condition to command its rent”.

### Estimated Net Annual Rental Value

The estimated net annual rental value is based on the current rental value of each of the Properties. The rental value reflects the terms of the leases where the Properties, or parts thereof, are let at the date of valuation. Where the Properties, or parts thereof, are vacant at the date of valuation, the rental value reflects the rent we consider would be obtainable on an open market letting as at the date of valuation.

## Rental Values

Unless stated otherwise rental values indicated in our Valuation Report are those which have been adopted by us as appropriate in assessing the capital value and are not necessarily appropriate for other purposes, nor do they necessarily accord with the definition of Market Rent in the Red Book, which is as follows:

“The estimated amount for which an interest in real property should be leased on the Valuation Date between a willing lessor and a willing lessee on appropriate lease terms in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.”

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## Fixtures, Fittings and Equipment

Where appropriate we have regarded the shop fronts of retail and showroom accommodation as forming an integral part of the building.

Landlord’s fixtures such as lifts, escalators, central heating and other normal service installations have been treated as an integral part of the building and are included within our Valuations.

Process plant and machinery, tenants’ fixtures and specialist trade fittings have been excluded from our Valuations.

All measurements, areas and ages quoted in our Valuation Report are approximate.

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## Environmental Matters

In the absence of any information to the contrary, we have assumed that:

- a) the Property/Properties is/are not contaminated and is not adversely affected by any existing or proposed environmental law;
- b) any processes which are carried out on the Property/Properties which are regulated by environmental legislation are properly licensed by the appropriate authorities;
- c) in England and Wales, the Property/Properties possesses current Energy Performance Certificates (EPCs) as required under the Government’s Energy Performance of Buildings Directive – and that they have an energy efficient standard of ‘E’, or better. Under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 it became unlawful for landlords to rent out business or residential premise from 1st April 2018 – unless the site has reached a minimum EPC rating of an ‘E’, or secured a relevant exemption. In Scotland, we have assumed that the Property/Properties possesses current EPCs as required under the Scottish Government’s Energy Performance of Buildings (Scotland) Regulations – and that they meet energy standards equivalent to those introduced by the 2002 building regulations. The Assessment of Energy Performance of Non-Domestic Buildings (Scotland) Regulations 2016 requires building owners to commission an EPC and Action Plan for sale or new rental of non-domestic buildings bigger than 1,000 sq m that do not meet 2002 building regulations energy standards. Action Plans contain building improvement measures that must be implemented within 3.5 years, subject to certain exemptions;
- d) In January 2021 the Government set out proposals in England and Wales for ‘improving the energy performance of privately rented homes’. The key tenets of the proposals are to; reduce emissions; tackle fuel poverty; improve asset quality; reduce energy bills; enhance energy security; and support associated employment. The proposals were wide ranging and included new demands on residential landlords through Energy Performance Certificates (‘EPCs’).

Existing PRS Regulations set a minimum standard of EPC Band E for residential units to be lettable. The Government proposals see this threshold being raised to EPC Band C for all new tenancies created from 01 April 2025 and for all existing tenancies by 01 April 2028.

The principle for relevant building works is to be 'fabric first' meaning maximisation of components and materials that make up the building fabric to enhance, for example, insulation, ventilation and air-tightness. The proposals also cite; compliance measures and penalties for landlords, letting agents and local authorities; and affordability support for carrying out necessary works. The implication was (as with the existing EPC Band E requirement) that private rented units may effectively be rendered unlettable if they failed to meet or exceed the minimum EPC requirement.

On 20 September 2023 the Prime Minister announced revisions to the PRS Regulations such that residential landlords will not be fined if they do not meet these requirements. It was not specified if this denotes a delay to the effective dates or the removal of the penalty.

In addition the Prime Minister announced that Boiler Upgrade Scheme subsidies will be increased from £5,000 to £7,500, and the timeframe for removal of gas fired boilers delayed until 2035.

The change in policy is more towards incentivising change as opposed to enforcement.

The UK's Net Zero 2050 pledge is still being upheld although future revisions are not out of the question, particularly in the event of a potential change in Government. It is likely that institutional landlords in particular will continue to target energy efficiency given policy change uncertainty and the ever increasing focus on ESG; we therefore expect EPC ratings to continue to be a focus for residential investors and occupiers in the UK

- e) the Properties are either not subject to flooding risk or, if it is, that sufficient flood defences are in place and that appropriate building insurance could be obtained at a cost that would not materially affect the capital value; and
- f) invasive species such as Japanese Knotweed are not present on the Properties.

High voltage electrical supply equipment may exist within, or in close proximity of, the Properties. The National Radiological Protection Board (NRPB) has advised that there may be a risk, in specified circumstances, to the health of certain categories of people. Public perception may, therefore, affect marketability and future value of the Properties. Our Valuation reflects our current understanding of the market and we have not made a discount to reflect the presence of this equipment.

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## Repair and Condition

In the absence of any information to the contrary, we have assumed that:

- a) there are no abnormal ground conditions, nor archaeological remains, present which might adversely affect the current or future occupation, development or value of the Properties;
- b) the Properties are free from rot, infestation, structural or latent defect;
- c) no currently known deleterious or hazardous materials or suspect techniques, including but not limited to Composite Panelling, ACM Cladding, High Alumina Cement (HAC), Asbestos, Reinforced Autoclaved Aerated Concrete (Raac), have been used in the construction of, or subsequent alterations or additions to, the Properties; and
- d) the services, and any associated controls or software, are in working order and free from defect.

We have otherwise had regard to the age and apparent general condition of the Properties. Comments made in the property details do not purport to express an opinion about, or advise upon, the condition of uninspected parts and should not be taken as making an implied representation or statement about such parts.

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**Title, Tenure, Lettings,  
Planning, Taxation and  
Statutory & Local  
Authority Requirements**

Unless stated otherwise within this Valuation Report, and in the absence of any information to the contrary, we have assumed that:

- a) the Properties possess a good and marketable title free from any onerous or hampering restrictions or conditions;
- b) the building has been erected either prior to planning control, or in accordance with planning permissions, and has the benefit of permanent planning consents or existing use rights for their current use;
- c) the Properties are not adversely affected by town planning or road proposals;
- d) the building complies with all statutory and local authority requirements including building, fire and health and safety regulations, and that a fire risk assessment and emergency plan are in place;
- e) only minor or inconsequential costs will be incurred if any modifications or alterations are necessary in order for occupiers of the Properties to comply with the provisions of the Disability Discrimination Act 1995 (in Northern Ireland) or the Equality Act 2010 (in the rest of the UK);
- f) all rent reviews are upward only and are to be assessed by reference to full current market rents;
- g) there are no tenant's improvements that will materially affect our opinion of the rent that would be obtained on review or renewal;
- h) tenants will meet their obligations under their leases, and are responsible for insurance, payment of business rates, and all repairs, whether directly or by means of a service charge;
- i) there are no user restrictions or other restrictive covenants in leases which would adversely affect value;
- j) where more than 50% of the floorspace of the Properties is in residential use, the Landlord and Tenant Act 1987 (the "Act") gives certain rights to defined residential tenants to acquire the freehold/head leasehold interest in the Properties. Where this is applicable, we have assumed that necessary notices have been given to the residential tenants under the provisions of the Act, and that such tenants have elected not to acquire the freehold/head leasehold interest. Disposal on the open market is therefore unrestricted;
- k) where appropriate, permission to assign the interest being valued herein would not be withheld by the landlord where required;
- l) vacant possession can be given of all accommodation which is unlet or is let on a service occupancy; and
- m) Land Transfer Tax (or the local equivalent) will apply at the rate currently applicable.

In the UK, Stamp Duty Land Tax (SDLT) in England and Northern Ireland, Land and Buildings Transaction Tax (LABTT) in Scotland or Land Transaction Tax (LTT) in Wales, will apply at the rate currently applicable

# Appendices

## Appendix A: Schedule of Properties as at 31 December 2023

Property Type			Tenure	Ownership purpose	Inspection Dates
Marks & Spencer PLC	Castle Donnington	DE74 2HL	Freehold	Investment	27/02/24
Sainsbury's Distribution Warehouse	Sherburn-in-Elmet	LS25 6JH	Freehold	Investment	05/03/24
Tesco	Didcot	OX11 7PN	Freehold	Investment	20/02/24
Morrisons RDC	Sittingbourne	ME10 2TD	Long Leasehold	Investment	16/02/24
Rolls Royce	Bognor Regis	PO22 9NS	Freehold	Investment	15/03/24
The Range	Doncaster	DN8 4HT	Freehold	Investment	05/03/24
GXO Limited	Derby	DE65 5BY	Freehold	Investment	27/02/24
L'Oreal (UK) Ltd	Trafford Park, Manchester	M17 1ED	Freehold	Investment	23/02/24
Vacant	Stakehill	M24 2SJ	Freehold	Investment	23/02/24
Ocado	Erith	DA8 1HS	Freehold	Investment	29/02/24
B&Q Plc	Worksop	S80 2RZ	Freehold	Investment	06/03/24
Argos	Burton on Trent	DE13 8BX	Freehold	Investment	27/02/24
New Look Retailers Limited	Newcastle Under Lyme	ST5 9QD	Freehold	Investment	28/02/24
Brake Bros Ltd	Harlow	CM19 5TJ	Freehold	Investment	26/02/24
Dunelm (Soft Furnishings) Ltd	Stoke-on-Trent	ST4 4EY	Freehold	Investment	28/02/24
Nice Pak	Wigan	WN3 4HE	Freehold	Investment	22/02/24
TK Maxx	Wakefield	WF11 OAE	Freehold	Investment	05/03/24
Brake Bros	Portbury, Bristol	BS20 7XN	Freehold	Investment	01/03/24
Argos Limited	Burton on Trent	DE13 8BX	Freehold	Investment	27/02/24
DSG Retail Ltd	Newark	NG24 2NH	Long Leasehold	Investment	06/03/24
Gestamp Tallent Ltd	Four Ashes, Wolverhampton	WV10 7BU	Freehold	Investment	27/02/24
Amazon UK Services Ltd	Peterborough	PE2 9EN	Freehold	Investment	21/02/24
The Kellogg Company of Great Britain Ltd	Trafford Park, Manchester	M32 0YG	Freehold	Investment	23/02/24
Co-Op	Thurrock	RM20 3EN	Freehold	Investment	29/02/24

Property Type			Tenure	Ownership purpose	Inspection Dates
Euro Car Parts	Birch Coppice	B78 1SE	Long Leasehold	Investment	28/02/24
Screwfix Direct Limited	Lichfield	WS13 8LH	Freehold	Investment	27/02/24
Hachette UK Limited	Didcot	OX11 7HH	Freehold	Investment	20/02/24
Unilever	Doncaster	DN4 5PD	Freehold	Investment	18/10/23
Morrisons/Ocado	Birch Coppice	B78 1SE	Long Leasehold	Investment	28/02/24
Royal Mail Group	Atherstone	CV9 1LP	Freehold	Investment	28/02/24
Royal Mail Group	DIRFT, Daventry	NN6 7DD	Freehold	Investment	04/03/24
Dunelm (Soft Furnishings) Ltd	Stoke-on-Trent	ST4 4EY	Freehold	Investment	28/02/24
Marks & Spencer PLC	Stoke-on-Trent	ST4 4EY	Freehold	Investment	28/02/24
Carlisle, Esken Limited (Guernsey)	Carlisle	CA6 4NW	Long Leasehold	Investment	30/01/24
ITS and Wincanton	Harlow	CM20 2GF	Freehold	Investment	26/02/24
Unilever	Cannock	WS11 8JH	Freehold	Investment	27/02/24
Unit 330 Howdens Joinery Group PLC	Raunds	NN9 6NY	Freehold	Investment	04/03/24
Unit 660 Howdens Joinery Group PLC	Raunds	NN9 6NY	Freehold	Investment	04/03/24
Expert Logistics plc	Crewe	CW1 6BW	Freehold	Investment	28/02/24
Amazon	Darlington	DL1 4BF	Freehold	Investment	19/10/23
Amazon	Haydock	WA11 9FS	Freehold	Investment	22/02/24
BHS Home Appliances	Corby	NN18 8ET	Freehold	Investment	04/03/24
Amazon	Durham	DH6 5FG	Freehold	Investment	19/10/23
Ocado	Bicester	OX26 6GF	Freehold	Investment	25/08/21
Co-Op	Biggleswade	SG18 8YY	Freehold	Investment	21/12/22
Dogmates Ltd t/a Butternet Box	Doncaster	S81 8HH	Freehold	Investment	29/09/23
Global Infusion Group Ltd	Aston Clinton	HP22 5WJ	Freehold	Investment	26/02/24
Apple Studios UK Ltd, Unit 1	Aston Clinton	HP22 5WJ	Freehold	Investment	26/02/24

Property Type			Tenure	Ownership purpose	Inspection Dates
Apple Studios UK Ltd, Unit 2	Aston Clinton	HP22 5WJ	Freehold	Investment	26/02/24
Amazon	Littlebrook	DA1 5PZ	Freehold	Investment	29/02/24
Tesco Distribution Limited	Nursling Southampton	SO16 0WB	Long Leasehold	Investment	16/03/24
DPD Group UK Limited	Bicester	OX26 6GF	Freehold	Investment	20/02/24
Encirc	Bristol	BS11 9FG	Freehold	Investment	01/03/24
Ikea Distribution Services Limited	Littlebrook	DA1 5XT	Freehold	Investment	29/02/24
Pangea Laboratories Limited	Aston Clinton	HP22 5WJ	Freehold	Investment	06/07/22
Rexel UK Limited	Aston Clinton	HP22 5WJ	Freehold	Investment	12/09/22
LWC Drinks Limited	Aston Clinton	HP22 5WJ	Freehold	Investment	15/12/22
Syncreon Technologies UK Limited	Bicester	OX26 6GF	Freehold	Investment	15/12/22
Jet 2	Middlewich	CW10 0TE	Freehold	Investment	17/04/23
Packaging One	Middlewich	CW10 0QJ	Freehold	Investment	09/06/23
BFS Group Limited	Biggleswade	SG18 9TE	Freehold	Investment	21/12/23
Bowman Ingredients Limited	Biggleswade	SG18 8QB	Freehold	Investment	21/12/23
Noatum Logistics Limited	Biggleswade	SG18 8UZ	Freehold	Investment	21/12/23
B&Q Ltd	Blythe	S81 8FH	Freehold	Investment	25/01/23
Iron Mountain	Kettering	NN14 1FQ	Freehold	Investment	13/12/22
Vacant	Littlebrook	DA1 5PT	Freehold	Investment	22/02/24
Harper Collins	Glasgow	G64 2QT	Freehold	Investment	03/07/23
Iron Mountain, Unit 1	Rugby	CV23 9JR	Freehold	Investment	28/09/23
Iron Mountain, Unit 2	Rugby	CV23 9JR	Freehold	Investment	28/09/23
Iron Mountain, Unit 3	Rugby	CV23 9JR	Freehold	Investment	11/1/24
Dogmates Ltd t/a Butternut Box	Doncaster (Blythe)	S81 8HH	Freehold	Investment	28/09/23
Bilton Way Industrial Estate	Enfield	EN3 7ER	Freehold	Investment	26/02/24

Property Type			Tenure	Ownership purpose	Inspection Dates
Yodel Delivery Network, Unit 1	Merseyside	L35 1QR	Freehold	Under Construction	22/02/24
Iron Mountain, Unit 4	Rugby	CV23 9JR	Freehold	Under Construction	28/09/23
Vacant, Unit 1	Kettering	NN14 1FQ	Freehold	Under Construction	
Vacant, Unit 5	Rugby	CV23 9JR	Freehold	Under Construction	28/09/23
Vacant, Unit 6	Rugby	CV23 9JR	Freehold	Under Construction	28/09/23
Vacant, Unit 7	Rugby	CV23 9JR	Freehold	Under Construction	28/09/23
Vacant, Unit 2	Merseyside	L35 1QR	Freehold	Under Construction	22/02/24
DHL Supply Chain Limited	Skelsmersdale	WN8 8DY	Freehold	Investment (4%)	23/02/24
Matalan Retail Limited	Knowsley	L33 7UF	Freehold	Investment (4%)	19/07/22
Cerealto UK Ltd	Worksop	S81 7BQ	Freehold	Investment (4%)	06/03/24

## Appendix B: Market Value of the Properties as at 31 December 2023 split by property type (100%)

<b>Property Type</b>	<b>Market Value</b>
Distribution	£4,596,985,000
Multi-Let Industrial	£114,200,000
In the Course of Development	£128,440,000
Portfolio Total	£4,839,625,000

## Appendix C: Market Value of the Properties as at 31 December 2023 split by property location (100%)

Property Type	Market Value
London & South East	£1,815,920,000
Midlands	£1,367,525,000
North East including Yorkshire	£974,255,000
North West	£492,545,000
South West	£128,260,000
Scotland	£61,120,000
<b>Portfolio Total</b>	<b>£4,839,625,000</b>



## Appendix D: Schedule of Properties as at 31 December 2023 with a Value in Excess of 5% of the Portfolio Value

Address	Description and Tenure	Tenancies	Market Value
Amazon LCY3, Littlebrook Power Station, Dartford, DA1 5PZ	Modern logistics building completed in 2021 totalling approximately 2.3 million sq ft over multiple floors.  Freehold	Let to Amazon UK Stores Limited until 30/07/2041 with annual fixed rental increases. The details of the rent are confidential between the landlord and the tenant.	£299,770,000

## Appendix D: Review

<b>Property</b>	<b>Description, Development Status and Tenure</b>	<b>Combined Market Value</b>
Yodel Delivery Network, Unit 1, Merseyside	<p>The property comprises Unit 1 of the Symmetry Logistics Park Merseyside which is being developed in line with the approved planning consent granted in 2022 in conjunction with grant funding from Liverpool City Region Combined Authority to enable delivery of infrastructure works. On completion, the unit of 161,900 sq ft will be let to Yodel Delivery Network Limited on a 15 year term.</p> <p>The property is in final stages of development with assumed completion due at the end of January 2024.</p> <p>Freehold. We have reflected the planning conditions in arriving at our opinion of value.</p>	
Iron Mountain, Unit 4, Rugby	<p>The property comprises Unit 4 of the wider 111 acre Symmetry Park Rugby, and is being developed in accordance with the planning consent granted in 2021. Unit 4 forms part of a series of pre-let agreements with Iron Mountain to deliver a UK Campus for the tenant.</p> <p>On completion, the unit of 251,533 sq ft will be let to Iron Mountain on a 15 year term. The property is in final stages of development with assumed completion due at the end of January 2024.</p> <p>Freehold. We have reflected the planning conditions in arriving at our opinion of value.</p>	
Vacant, Unit 1, Kettering	<p>The property comprises Unit 1 of the wider 136 acre Symmetry Park Kettering, and is being developed in accordance with the planning consent granted in 2023. Unit 1 is developed speculatively and has no pre-let agreement in place. On completion, the property will comprise a single unit with an expected gross internal area of 502,304 sq ft and will be to a BREEAM Excellent standard.</p> <p>Freehold. We have reflected the planning conditions in arriving at our opinion of value.</p>	
Vacant, Unit 5, Rugby	<p>The property comprises Unit 5 of the wider 111 acre Symmetry Park Rugby, and is being developed in accordance with the planning consent granted in 2023. Unit 5 is being developed speculatively.</p> <p>On completion, the property will comprise a single unit with an expected gross internal area of 390,694 sq ft and will deliver net zero carbon in its construction.</p> <p>Freehold. We have reflected the planning conditions on the consented site in arriving at our opinion of value.</p>	

<b>Property</b>	<b>Description, Development Status and Tenure</b>	<b>Combined Market Value</b>
Vacant, Unit 6, Rugby	<p>The property comprises Unit 6 of the wider 111 acre Symmetry Park Rugby, and is being developed in accordance with the planning consent granted in 2023. Unit 6 is being developed speculatively.</p> <p>On completion, the property will comprise a single unit with an expected gross internal area of 338,064 sq ft and will deliver net zero carbon in its construction.</p> <p>Freehold. We have reflected the planning conditions on the consented site in arriving at our opinion of value.</p>	
Vacant, Unit 7, Rugby	<p>The property comprises Unit 7 of the wider 111 acre Symmetry Park Rugby, and is being developed in accordance with the planning consent granted in 2023. Unit 7 is being developed speculatively.</p> <p>On completion, the property will comprise a single unit with an expected gross internal area of 170,473 sq ft and will deliver net zero carbon in its construction.</p> <p>Freehold. We have reflected the planning conditions on the consented site in arriving at our opinion of value.</p>	
Vacant, Unit 2, Merseyside	<p>The property comprises Unit 2 of Symmetry Logistics Park Merseyside which is being developed in line with the approved planning consent granted in 2022 in conjunction with grant funding from Liverpool City Region Combined Authority to enable delivery of infrastructure works.</p> <p>Unit 2 is being speculatively developed and on completion will comprise 272,091 sq ft to a BREEAM Excellent standard.</p> <p>Freehold. We have reflected the planning conditions in arriving at our opinion of value.</p>	
<b>Total</b>		<b>£128,440,000</b>

**PART 10B**

**Colliers Valuation Report**



Accelerating success.

## Report And Desktop Valuation

Portfolio of 10 Properties

**Date Of Valuation:**  
31 December 2023

**Date Of Report:**  
9 April 2024

Prepared For  
Tritax Big Box REIT plc

Prepared By  
Colliers International  
Property Consultants Limited

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## VALUATION

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Our Ref:  
**Tritax 2024**

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9 April 2024

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(together the "Addressees")

**FAO: Bjorn Hobart, Partner**

Dear Sirs

**THE CLIENT:** TRITAX BIG BOX REIT PLC (THE 'COMPANY')  
**THE PORTFOLIO:** 10 PROPERTIES WITHIN THE 'TRITAX SYMMETRY' PORTFOLIO  
(THE 'PORTFOLIO')  
**DATE OF VALUATION:** 31 DECEMBER 2023

## Introduction

Colliers International Property Consultants Limited (hereafter referred to as either 'Colliers' or 'we') have been instructed by Tritax Big Box REIT plc (hereafter referred to as either the 'Company' or 'you') to provide an indication of value for 10 properties held within the 'Tritax Symmetry' portfolio (the 'Properties') as at the valuation date.

## Purpose Of Valuation

We understand that our Report and Valuation will be required for inclusion in the scheme document to be sent to the shareholders of UK Commercial Property REIT Limited ('UKCM') (the 'Scheme Document') to be published by UKCM in connection with the recommended offer by the Company for the entire issued and to be issued ordinary share capital of UKCM (the 'Transaction') pursuant to Rule 2.7 of the City Code on Takeovers and Mergers December 2023 (the 'Code').

This report (the 'Report') has been prepared under the requirements of Rule 29 of the Code and will be included in an offer document and any further documents or announcements to be published by the Company in connection with the proposed Transaction (the 'Purpose').

## Valuation Standards

The Valuation has been prepared in accordance with and complies with the current edition of the RICS Valuation – Global Standards (Incorporating the IVSC International Valuation Standards) prepared by the Royal Institution of Chartered Surveyors and the UK national supplement current at the Valuation Date (the "Red Book").

The Properties have been valued by suitably qualified Registered Valuers who fall within the requirements as to competence and independence as set out in PS 2 of the Red Book.

We confirm that the Valuations have been prepared in accordance with the requirements of Rule 29 of the Code, the relevant provisions of the Listing Rules and Prospectus Regulation Rules issued by the UK Financial Conduct Authority, and paragraphs 128 to 130 (inclusive) of Part III.1 (Property companies) of TN 619.1 as applicable.

We confirm that Colliers complies with the competency and objectivity guidelines under PS 2 of the RICS 'Red Book', and that we have undertaken the valuations acting as 'external valuers' qualified for the purposes of this valuation.

In order to comply with these Valuation Standards our files may be subject to monitoring by the RICS.

## Basis Of Value

The values stated in this Report represent our objective opinion of the definition of Market Value as defined in IVS 104 Paragraph 30.1:

*'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.'*

This is also set out in the General Assumptions and Definitions contained in the Appendix attached to this report.



## Date of Valuation

31 December 2023.

## Status Of Valuer & Conflicts Of Interest

The properties have been valued by H R B Flood MSc MRICS and J P Sutton BSc (Hons) MRICS who are both appropriately qualified and experienced to undertake the Valuations.

The signatories are members of Royal Institution of Chartered Surveyors (the "RICS") and our valuers registered in accordance with the RICS Valuer Registration Scheme (VRS).

We confirm that both signatories have sufficient current knowledge of each relevant market involved and have the necessary skills and understanding to prepare the Report.

As fully disclosed to you previously, and as set out in our Terms of Engagement, we confirm that we have valued the Portfolio for accounting purposes in both June and December of each year since December 2018. Furthermore, from time to time, Colliers provides agency or professional services to the Company.

We do not consider that this previous involvement represents a conflict of interest and you have confirmed to us that you also consider this to be the case. You have confirmed that all parties subject to the proposed Transaction have provided their informed consent to proceed with this instruction.

The total fees, including the fee for this assignment, earned by Colliers International Property Consultants Limited (or other companies forming part of the same group of companies within the UK) from the Company (or other companies forming part of the same group of companies) is less than 5.0% of the total UK revenues for the financial year ending 31 December 2023. It is not anticipated this situation will vary in the financial year to 31 December 2024.

We have confirmed we act as External Valuer as defined by the Red Book. We further confirm that we comply with the requirements of independence and objectivity under PS2 of the Red Book and have no conflict of interest in respect of the Company or Properties to the best of our knowledge.

## The Properties

The Portfolio comprises 10 freehold Properties across England all of which are development sites upon which logistics warehouses are envisaged to be developed in the future. There is currently no ongoing development/construction work at any of the sites within the Portfolio with each comprising 'development land'.

## Assumptions, Extent Of Investigations And Sources Of Information

We have assumed that the information supplied to us by the Company and its professional advisors, in respect of all material pertaining to the properties, is both complete, accurate and up to date. It follows that we have made an assumption that details of all matters likely to affect value has been provided to us. We have not independently verified the information provided.



We have relied upon this information in preparing this Report and Valuation and do not accept responsibility or liability for any errors or omissions in that information or documentation provided to us, nor for any consequences arising. Colliers also accepts no responsibility for subsequent changes in the information that we have not been made aware of.

We have not inspected the title deeds and apart from those disclosed to us, we have assumed that all the Properties in the Portfolio are free from outgoing and that there are no unusual, onerous or restrictive covenants in the titles or leases which would affect the values.

Furthermore, we have assumed any information supplied can, if necessary, be verified. Should any of the information provided be found to be inaccurate or incomplete there could be a variation in value.

Our General Assumptions and Definitions are contained within the Appendix attached to this report.

## Property Inspections & Measurements

All of the Properties were inspected externally during November 2018. We have not been instructed to reinspect the Properties as part of this instruction and have therefore made the assumption that there have been no material changes to the Properties or immediate surroundings since our last inspection. Where there have been material changes to the Properties, we have had regard to the information provided to us by the Company. We have then reflected this in the valuations.

As instructed, we have not measured any land areas and have in accordance with your instructions relied upon those land areas and measurements provided by the Company. We have also relied upon floor areas, with regard to the proposed buildings as provided by the Company.

We have assumed that the measurements and areas are correct and have been assessed and calculated in accordance with professional statement 'RICS Property Measurement, 2nd edition' (2018) and with reference to the RICS guidance note, Code of Measuring Practice, 6th edition (2015).

## Tenure

We understand that all the Properties are of freehold tenure.

## Valuation Approach

We have approached the Valuation on the basis of assessing each of the Properties individually, having regard to what we believe each of the Properties would achieve should it be brought to the market in isolation at the date of Valuation. The Valuation makes no allowance for the disposal of the Portfolio in its entirety as a single transaction, or as a series of smaller portfolio lots. Our valuation additionally makes no allowance for any effect on values should all of the Properties be offered to market at the same time.



The Portfolio principally comprises sites upon which logistics warehouses either have planning consent to be constructed or are in the process of being bought forward for a planning application for logistics warehouses. Some of the sites also incorporate areas where consent has been granted or will be sought in the future for development of residential or other commercial uses.

Where planning consent has not yet been granted, we have considered the planning advice obtained by the Company and their specialist advisors in arriving at our opinion of the likely chance of a successful planning consent being achieved in the future.

With regard to some of the Properties where they are of a long-term nature or planning consent has not yet been granted and/or the property allocated in the Local Plan for development, we have endeavoured to reflect the future potential of a material change in the planning status by adopting a suitably prudent discount.

The Properties have been mainly valued on the residual/development appraisal method. This is the generally accepted method of valuing development Properties. However, it is widely acknowledged that a comparative approach is the preferred method of valuation, where appropriate comparable evidence is available. This is because the residual approach suffers from a number of deviations, which derive from the large number of assumptions that are necessary, many of which are subjective. Where appropriate this approach has been considered as with the residual approach outlined above.

None of the Properties within the Portfolio produce any material amounts of income.

## Valuation Summary

We are of the opinion that the aggregate Market Value, as at 31 December 2023, of the 10 freehold Properties within the Portfolio is:

**£134,225,000**

**(One Hundred and Thirty-Four Million Two Hundred and Twenty-Five Thousand Pounds).**

The aforementioned valuation figure represents the aggregate of the individual valuation of each Property and should not be regarded as the value of the Portfolio in the context of the sale of the single lot.

There are no negative values to report.

We can confirm that there are no differences between the Valuation of the properties stated within this Report and those valuations stated within our accounts valuation report which pertain to the same properties, dated 5 January 2024 with a valuation date of 31 December 2023. With reference to paragraph 130(vi) of FCA Technical Note 619.1, the Company's 31 December 2023 published accounts states that the total value of the investment properties owned by the Company was £4,843.7m. We are advised by the Company that the difference between the total that is reported in the published accounts and the valuation undertaken by Colliers in this Report in respect of £134.225m is because the total that is reported in the published accounts is a sum of the valuations undertaken by Colliers in respect of £134.225m and the valuation undertaken by CBRE as valuer in respect of £4,713.575m, and adjusted for a deduction for a JV Partnership interest in respect of £4.15m.



## Reliance, Confidentiality & Disclosure

We are responsible for the Valuation Report and we accept responsibility for the information contained in the Valuation Report and confirm to the best of our knowledge (having taken all reasonable care to ensure that such is the case), the information contained in the Valuation Report is in accordance with the facts and contains no omissions likely to affect its import. The Valuation Report complies with and has been prepared in accordance with, and on the basis of, the Code.

This Report and Valuation is addressed to the Addressees for the Purpose and is for the use of and may be relied upon by the Addressees and the shareholders of the Company for the Purpose. Save for any responsibility arising under the Code to any person as to and the extent there provided, to the fullest extent permitted by law, 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, or arising out of, or in accordance with this Report and Valuation.

We have given and have not withdrawn our consent to the inclusion of this Valuation Report in the Scheme Document and reference to our name in the Scheme Document in the form and context in which they appear and in any further document to be published or made available by the Company in accordance with the Code and to the publication and reproduction of the Valuation Report as required by the Code.

Neither the whole nor any part of this valuation, nor any reference thereto, may be included in any documents other than those listed above without our previous written approval to the form and context in which it will appear. We acknowledge that this Valuation Report will be made available for inspection and published on the website by the Company in accordance with the Code.

For the avoidance of doubt this Report and Valuation is provided by Colliers International Property Consultants Limited and no partner, or member or employee assumes any personal responsibility for it nor shall owe a duty of care in respect of it.

Yours faithfully,

**H R B Flood MSc MRICS**  
**Director**  
**RICS Registered Valuer**  
**Colliers International Property**  
**Consultants Limited**

**J P Sutton BSc MRICS**  
**Director**  
**RICS Registered Valuer**  
**Colliers International Property**  
**Consultants Limited**

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## Schedule of Properties

## APPENDIX

### PROPERTY DETAILS

Property	Location and Description	Site Area	Ownership Status
Doncaster Blyth Road, S81 8HH	Development land situated immediately north of J34 of the A1(M) 9 miles from Doncaster/Sheffield Airport, 26 miles east of Sheffield City Centre and 43 miles south of Leeds City Centre.  Part of logistics development site comprising land that forms an additional land area to the logistics development site.	1.31 acres	Owned freehold.
Hinckley Land at Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE	Development land situated to the west of the M69 motorway, to the north east of Hinckley town centre between Junction 2 of the M69 and the B581.  Farm House land is owned freehold.	5.00 acres	Owned freehold.
Kettering Kettering Road, Kettering, NN14	Development land situated to the south of Kettering town centre. Situated adjacent to Junction 9 of the A14 and bordered by the A509 to the west and a railway line to the east.  Planning consent granted for up to 2.3m sq ft of B8 Use Class accommodation.	52.29 acres	Owned freehold.
Middlewich Phase 1B & 1C Pochin Way, CW10 0JB	Development land situated to the east of Middlewich town centre, adjacent to the A54 to the north, which then connects with Junction 18 of the M6 two miles to the east.  The property comprises two separate parcels of land.	11.97 acres	Owned freehold.
Northampton Land at Hill Farm, Upper Heyford, Northants, NN7 4DY	Development land situated immediately to the north of Junction 16 of the M1 motorway and to the north of the A4500. Northampton town centre is about five miles to the east of the site.  The 171 acres comprises 'North' land to the north west of the site which is currently in agricultural use although it is envisaged for future development, subject to planning.	171.00 acres	Owned freehold in 50:50 JV with Hampton Brook.

Property	Location and Description	Site Area	Ownership Status
Oxford North Land at Grange Farm, Little Chesterton, Ardley, Bicester, OX25 3PD	Development land situated directly to the north of Junction 9 of the M40 Motorway and to the northwest of the A41. Bicester town centre is situated around 2.5 miles to the north east.  Planning application recently granted for Unit 1. The development of Unit 1 will provide the access for the wider site which does not currently have a planning permission but is being promoted through the Local Plan review process.	88.88 acres	Owned freehold.
Merseyside – Phase 1 Land at Cronton Colliery, Huyton	Development land situated to the east of junction 6 of the M62 at the junction with the M57 to the east of Liverpool. The site is a formerly colliery known as Cronton Colliery.  A hybrid planning application was submitted in Q3 2020 and was granted planning permission in June 2021.	11.71 acres	Owned freehold.
Littlebrook Rennie Drive, Dartford, Kent, DA1 5PT	The site lies almost adjacent to the River Thames on its northern boundary. Comprising a former power generation site, the eastern boundary runs adjacent to the A282, southern boundary to Rennie Drive and western boundary to Longreach Sewage Treatment Works.  The former power station site is an irregular shape extending to 7.87 acres.	7.87 acres	Owned freehold.
Newark Land East of Newlink Business Park	Development land situated adjacent to the Newlink Business Park and close to the A1, A17 and A46 interchange. The site sits outside the Newark Urban Area.  Planning permission for Unit 1 (16.64 acres) was granted in 2022.	16.64 acres	Owned freehold.
Parkside 'Parkside East'	Development land situated to the north of Junction 22 of the M6 Motorway and to the north of Winwick Lane. The site is bordered by a railway line to the north.  The site has potential for of logistics accommodation as well as a Strategic Rail Freight Interchange.  The site is allocated within the Local Plan for employment uses and a SRFI under 'The Parkside East Strategic Employment Allocation (Policy 7EA)'.  	116.64	Owned freehold.



Accelerating success.

Our Valuation and Advisory Services team comprises over 250 experienced Registered Valuers across EMEA, with coverage of all major markets and asset classes.

Colliers International Property Consultants Limited – Valuation & Advisory Services



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## PART 11

### DEFINITIONS

The following definitions apply throughout this document (with the exception of Part 3) unless the context requires otherwise:

<b>Admission</b>	admission of the New BBOX Shares to the premium listing segment of the Official List becoming effective in accordance with the Listing Rules and the admission of such shares to trading on the Main Market becoming effective in accordance with the Admission and Disclosure Standards
<b>Admission and Disclosure Standards</b>	the Admission and Disclosure Standards of the London Stock Exchange, as amended
<b>Akur</b>	Akur Limited, a private limited company incorporated in England and Wales with registered number 07366922 whose registered office is at 66 St. James's Street, London, England, SW1A 1NE
<b>Announcement</b>	the announcement made by BBOX and UKCM in respect of the Combination pursuant to Rule 2.7 of the Code on the Announcement Date
<b>Announcement Date</b>	21 March 2024
<b>BBOX</b>	Tritax Big Box REIT plc, a public company limited by shares incorporated in England and Wales with registered number 08215888 and with its registered office at 72 Broadwick Street, London, United Kingdom, W1F 9QZ
<b>BBOX Board</b>	the board of directors of BBOX
<b>BBOX Directors</b>	the directors of BBOX as at the publication of this document or, where the context so requires, the directors of BBOX from time to time
<b>BBOX Equalising Dividend</b>	has the meaning given to it in paragraph 9 of Part 1 of this document
<b>BBOX General Meeting</b>	the general meeting of BBOX Shareholders to be held on 1 May 2024 to, amongst other things, consider and, if thought fit, approve the BBOX Resolution, including any adjournment or postponement thereof
<b>BBOX Group</b>	BBOX, its subsidiaries and its subsidiary undertakings from time to time and, where the context permits, each of them
<b>BBOX IMA</b>	the investment management agreement dated 4 May 2022 (and as amended from time to time) entered into between BBOX and the BBOX Manager
<b>BBOX Manager</b>	Tritax Management LLP, a limited liability partnership incorporated in England and Wales with registered number OC326500 whose registered office is at 280 Bishopsgate, London, England, EC2M 4AG

<b>BBOX Manager Members</b>	the individuals of Tritax Management LLP (James Dunlop, Alasdair Evans, Henry Franklin, Colin Godfrey, Frankie Whitehead, Bjorn Hobart, Petrina Porter, Nicholas Preston, Philip Redding and James Watson) but excluding abrdn Holdings Limited
<b>BBOX Permitted Dividend</b>	any BBOX Quarterly Permitted Dividend and any BBOX Equalising Dividend
<b>BBOX Quarterly Permitted Dividend</b>	has the meaning given to it in paragraph 9 of Part 1 of this document
<b>BBOX Resolution</b>	the ordinary shareholder resolution of BBOX to approve, effect and implement the Combination, including to approve the Combination as a Class 1 transaction, and to grant authority to the BBOX Directors to allot the New BBOX Shares as set out in the notice of the BBOX General Meeting contained in the Combined Circular and Prospectus
<b>BBOX Shareholders</b>	the holders of BBOX Shares from time to time
<b>BBOX Shares</b>	ordinary shares of 1 penny each in the capital of BBOX (and each a <b>BBOX Share</b> )
<b>BDO</b>	BDO LLP, a limited liability partnership incorporated in England and Wales with registered number OC305127 whose registered office is at 55 Baker Street, London W1U 7EU
<b>Benchmark Index</b>	the MSCI Balanced Portfolios Quarterly Property Index
<b>Blocking Law</b>	(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
<b>Business Day</b>	a day (other than a Saturday, Sunday, or public or bank holiday in the UK and Guernsey) on which banks are generally open for normal business in the City of London and Guernsey
<b>CBRE</b>	CBRE Limited, a private limited company incorporated in England and Wales with registered number 03536032 whose registered office is at Henrietta House, Henrietta Place, London, England W1G 0NB
<b>certificated or in certificated form</b>	a share or other security which is not in uncertificated form (that is, not in CREST)
<b>Closing Price</b>	the closing middle market quotation of a share on any particular date derived from the Daily Official List
<b>Code</b>	the City Code on Takeovers and Mergers
<b>Colliers</b>	Colliers International Property Consultants Limited, a private limited company incorporated in England and Wales with registered number 07996509 whose registered office address is at 95 Wigmore Street, London, England W1U 1FF

<b>Combination</b>	the proposed combination by acquisition of the entire issued and to be issued ordinary share capital of UKCM by BBOX, to be effected by the Scheme as described in this document (or by a Takeover Offer under certain circumstances described in this document) and, where the context requires, any subsequent revision, variation, extension or renewal thereof
<b>Combined Circular and Prospectus</b>	the combined circular and prospectus expected to be published by BBOX on or around 9 April 2024 containing, amongst other things, information on the Combination and the New BBOX Shares and containing the notice convening the BBOX General Meeting
<b>Combined Group</b>	the BBOX Group as enlarged by the UKCM Group following completion of the Combination
<b>Companies Act</b>	the UK Companies Act 2006 (as amended from time to time)
<b>Companies Law of Guernsey</b>	the Companies (Guernsey) Law, 2008 (as amended from time to time)
<b>Computershare</b>	Computershare Investor Services (Guernsey) Limited c/o 13 Castle Street, St Helier, Jersey JE1 1ES
<b>Conditions</b>	the conditions to the implementation of the Combination (including the Scheme) as set out in Part 4 of this document
<b>Confidentiality Agreement</b>	the non-disclosure agreement dated 23 November 2023 entered into between UKCM and BBOX
<b>Court</b>	the Royal Court of Guernsey
<b>Court Meeting</b>	the meeting or meetings of the Scheme Shareholders (or any class or classes thereof) convened by order of the Court pursuant to section 107 of the Companies Law of Guernsey for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment approved or imposed by the Court and agreed to by UKCM and BBOX), including any adjournment, postponement or reconvention of any such meeting
<b>Court Order</b>	the order of the Court sanctioning the Scheme under Part VIII of the Companies Law of Guernsey
<b>CREST</b>	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 such Regulations))
<b>CREST Proxy Instruction</b>	has the meaning given to it on page 13 of this document
<b>Daily Official List</b>	the Daily Official List published by the London Stock Exchange
<b>Dealing Disclosure</b>	an announcement pursuant to Rule 8 of the Code containing details of dealings in interests in relevant securities of a party to an offer

**Deutsche Numis**

Numis Securities Limited (trading for these purposes as Deutsche Numis) a private company limited by shares incorporated in England and Wales with registered number 02285918 and with its registered office at 45 Gresham Street, London EC2V 7BF

**Development Portfolio**

the portfolio of assets held through TSHL following the acquisition of db Symmetry by the BBOX Group in February 2019

**Disclosed**

- (A) in respect of UKCM, the information disclosed (i) in the Annual Report and Accounts of the UKCM Group for the financial year ended 31 December 2022; (ii) in the interim report and accounts of the UKCM Group for the six months ended 30 June 2023; (iii) in the Announcement; (iv) in any other announcement made by, or on behalf of, UKCM via a Regulatory Information Service in the two calendar years prior to and on the date of the Announcement; (v) fairly in writing prior to the date of publication of the Announcement to BBOX or any of its affiliates (or their respective officers, employees, agents or advisers in their capacity as such) by or on behalf of UKCM (including via the virtual data room established by, or on behalf of, UKCM for the purposes of the Combination prior to 6.00 p.m. on 20 March 2024 (being the last Business Day prior to the release of the Announcement)); and/or (vi) fairly by, or on behalf of, UKCM to BBOX (or its respective officers, employees, agents or advisers in their capacity as such) in the management due diligence meetings held in connection with the Combination; and
- (B) in respect of BBOX, the information disclosed (i) in the Annual Report and Accounts of the BBOX Group for the financial year ended 31 December 2023; (ii) in the Announcement; (iii) in any other announcement made by, or on behalf of, BBOX via a Regulatory Information Service in the two calendar years prior to and on the date of the Announcement; (iv) fairly in writing prior to the date of publication of the Announcement to UKCM or any of its affiliates (or their respective officers, employees, agents or advisers in their capacity as such) by or on behalf of BBOX (including via the virtual data room established by, or on behalf of, BBOX for the purposes of the Combination prior to 6.00 p.m. on 20 March 2024 (being the last Business Day prior to the release of the Announcement)); and/or (v) fairly by, or on behalf of, BBOX to UKCM or any of its affiliates (or their respective officers, employees, agents or advisers in their capacity as such) in the management due diligence meetings held in connection with the Combination.

**Disclosure Guidance and Transparency Rules**

the disclosure guidance and transparency rules made by the FCA under Part VI of FSMA

<b>EBITDA</b>	earnings before interest, taxes, depreciation and amortisation
<b>Effective</b>	if the Combination is implemented by way of the Scheme, the Scheme having become effective in accordance with its terms, or, if the Combination is implemented by way of a Takeover Offer (with the consent of the Panel), such Takeover Offer having been declared or having become unconditional in accordance with the requirements of the Code
<b>Effective Date</b>	the date on which the Combination becomes Effective
<b>Employees</b>	has the meaning given to it in paragraph 12 of Part 1 of this document
<b>EPRA</b>	European Public Real Estate Association
<b>EPRA EPS</b>	earnings per share calculated in accordance with the EPRA Guidance
<b>EPRA Guidance</b>	the EPRA Best Practices Recommendations Guidelines October 2019
<b>EPRA NTA or NTA</b>	a measure of net asset value designed by EPRA to present the fair value of a company on a long term basis, as defined in the EPRA Guidance
<b>ERV</b>	estimated rental value
<b>ESG</b>	environmental, social and governance
<b>EU IFRS</b>	the EU-adopted International Financial Reporting Standards
<b>Euroclear</b>	Euroclear UK & International Limited, a limited company incorporated in England and Wales with registered number 02878738
<b>European Union or EU</b>	the European Union
<b>Exchange Ratio</b>	the exchange ratio of 0.444 New BBOX Shares in exchange for each UKCM Share
<b>Excluded Shares</b>	any UKCM Shares which are registered in the name of, or beneficially owned by, BBOX or any other member of the Wider BBOX Group or any of their respective nominees, and any UKCM Shares held in treasury, in each case at any relevant date or time
<b>Existing BBOX Shareholders</b>	holders of BBOX Shares immediately prior to the Effective Date
<b>FCA or Financial Conduct Authority</b>	the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of FSMA, or any successor regulatory body
<b>Forms of Proxy</b>	the forms of proxy in connection with each of the Court Meeting and the General Meeting which accompany this document
<b>FSMA</b>	the Financial Services and Markets Act 2000, as amended from time to time
<b>FTSE 250</b>	the FTSE 250 share index

<b>GAV</b>	gross asset value
<b>General Meeting</b>	the extraordinary general meeting of UKCM Shareholders convened for the purpose of considering, and if thought fit, approving the Resolution, notice of which is contained in Part 13 of this document (including any adjournment or postponement thereof)
<b>GFSC</b>	the Guernsey Financial Services Commission
<b>Guernsey</b>	the Island of Guernsey
<b>Guernsey Registry</b>	the body authorised by the States of Guernsey to maintain various registers as required under Guernsey legislation and operating under the name Guernsey Registry
<b>IFRS</b>	International Financial Reporting Standards
<b>IFRS Basic NAV</b>	the value per share, as at any date, of the assets of BBOX after deduction of all liabilities determined in accordance with the accounting policies adopted by BBOX from time to time
<b>Investec</b>	Investec Wealth & Investment UK
<b>IPO</b>	initial public offering
<b>Irrevocable Undertakings</b>	the irrevocable undertakings to vote or procure votes in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting, as detailed in Part 7 of this document
<b>ISIN</b>	International Securities Identification Number
<b>Jefferies</b>	Jefferies International Limited, a private company limited by shares incorporated in England and Wales with registered number 01978621 and with its registered office at 100 Bishopsgate, London EC2N 4JL
<b>J.P. Morgan Cazenove</b>	J.P. Morgan Securities plc, which conducts its UK investment banking business as J.P. Morgan Cazenove, a public limited company incorporated in England and Wales with registered number 02711006 and with its registered office at 25 Bank Street, Canary Wharf, London E14 5JP
<b>Latest Practicable Date</b>	5 April 2024
<b>Listed Property Sector</b>	the universe of UK REITs and property investment companies admitted to trading on the London Stock Exchange, comprising 52 companies and including both internally and externally managed companies
<b>Listing Rules</b>	the rules and regulations made by the FCA under FSMA and contained in the publication of the same name (as amended from time to time)
<b>London Stock Exchange</b>	London Stock Exchange plc
<b>Long Stop Date</b>	21 September 2024 or such later date (if any) as may be agreed in writing by BBOX and UKCM (with the Panel's consent and (if required) as the Court may allow)

<b>Main Market</b>	the main market for listed securities operated by the London Stock Exchange
<b>Meetings</b>	the Court Meeting and the General Meeting (and <b>Meeting</b> shall mean either or each of them as the context requires)
<b>NAV or Net Asset Value</b>	net asset value
<b>New BBOX Shares</b>	the new BBOX Shares to be allotted and issued credited as fully paid to Scheme Shareholders in accordance with the Scheme
<b>Offer Document</b>	should the Combination be implemented by means of a Takeover Offer, the document to be sent to UKCM Shareholders which will contain, <i>inter alia</i> , the full terms and conditions of the Takeover Offer
<b>Offer Period</b>	the offer period (as defined in the Code) relating to UKCM, which commenced on 9 February 2024
<b>Official List</b>	the Official List maintained by the FCA
<b>Opening Position Disclosure</b>	an announcement containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to an offer, as defined in Rule 8 of the Code
<b>Overseas Shareholders</b>	Scheme Shareholders who have a registered address, or who are located, in a jurisdiction outside the UK or Guernsey, or whom BBOX reasonably believes to be citizens, residents or nationals of a jurisdiction outside the UK or Guernsey
<b>Panel</b>	the UK Panel on Takeovers and Mergers
<b>Permitted Dividends</b>	BBOX Permitted Dividends and UKCM Permitted Dividends
<b>Phoenix</b>	Phoenix Life Limited
<b>Picton</b>	Picton Property Income Limited
<b>PRA or Prudential Regulation Authority</b>	the UK Prudential Regulation Authority or any successor regulatory body
<b>Quantified Financial Benefits Statement</b>	has the meaning given to it in Part 8 of this document
<b>Regulatory Information Service</b>	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements to the London Stock Exchange
<b>Resolution</b>	the resolution to be proposed at the General Meeting relating to the Combination, as set out in the notice of the General Meeting contained in Part 13 of this document



**Restricted Jurisdiction**

any jurisdiction in which, into which, or from which, making the Combination the New BBOX Shares or information concerning the Combination available to UKCM Shareholders would or may violate the laws or regulations of that jurisdiction or may result in a significant risk of civil, regulatory or criminal exposure or would or may require BBOX or UKCM to observe any governmental or other consent or any registration, filing or other formality with which BBOX or UKCM (as the case may be) is unable to comply or believes is unduly onerous to comply with

**Rothschild & Co**

N.M. Rothschild & Sons Limited, a private limited company limited by shares incorporated in England and Wales with registered number 00925279 and with its registered office at New Court, St Swithin's Lane, London EC4N 8AL

**Sanction Hearing**

the hearing of the Court at which UKCM will seek an order sanctioning the Scheme under Part VIII of the Companies Law of Guernsey, including any adjournment thereof

**Scheme**

the proposed scheme of arrangement under Part VIII of the Companies Law of Guernsey between UKCM and the Scheme Shareholders in order to implement the Combination set out in Part 3 of, and upon the terms and subject to the Conditions set out in, this document (with and subject to any modification, addition or condition approved or imposed by the Court and agreed to by UKCM and BBOX)

**Scheme Record Time**

6.00 p.m. on the Business Day immediately prior to the Effective Date or such later time and/or date as UKCM and BBOX may agree

**Scheme Shareholders**

the holders of Scheme Shares at any relevant date or time

**Scheme Shares**

all UKCM Shares:

- (i) in issue as at the date of the Scheme;
- (ii) (if any) issued after the date of the Scheme but prior to the Voting Record Time; and
- (iii) (if any) issued at or after the Voting Record Time but at or prior to the Scheme Record Time either on terms that the original or any subsequent holder thereof is bound by the Scheme, or in respect of which such holders are, or shall have agreed in writing to be, so bound,

and, in each case, which remain in issue at the Scheme Record Time, and excluding any Excluded Shares

**SEC**

the United States Securities and Exchange Commission

**Significant Interest**

in relation to an undertaking or partnership, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking or the relevant partnership interest

<b>Supplemental Confidentiality Agreement</b>	the supplemental agreement to the Confidentiality Agreement dated 29 February 2024 entered into between UKCM and BBOX
<b>Takeover Offer</b>	if the Combination is implemented by way of a takeover offer (which shall be an offer for the purposes of Part XVIII of the Companies Law of Guernsey), the offer to be made by or on behalf of BBOX, or an associated undertaking thereof, to acquire the entire issued and to be issued ordinary share capital of UKCM including, where the context admits, any subsequent revision, variation, extension or renewal of such offer
<b>Third Party</b>	has the meaning given to it in paragraph (3)(d)(i) of Part 4A of this document
<b>TSHL</b>	Tritax Symmetry Holdings Limited
<b>TSML</b>	Tritax Symmetry Management Limited
<b>TUPE</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended)
<b>UK or United Kingdom</b>	the United Kingdom of Great Britain and Northern Ireland
<b>UKCM or the Company</b>	UK Commercial Property REIT Limited, an authorised closed-ended investment company limited by shares, incorporated in Guernsey with registered number 45387 and with its registered office at PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL
<b>UKCM Articles</b>	the articles of incorporation of UKCM from time to time
<b>UKCM Board</b>	the board of directors of UKCM
<b>UKCM Directors</b>	the directors of UKCM as at the publication of this document or, where the context so requires, the directors of UKCM from time to time
<b>UKCM Dissenting Director or Mr Pereira Gray</b>	Peter Pereira Gray, the chair of the UKCM Board
<b>UKCM Equalising Dividend</b>	has the meaning given to it in paragraph 9 of Part 1 of this document
<b>UKCM Group</b>	UKCM, its subsidiaries and its subsidiary undertakings from time to time and, where the context permits, each of them
<b>UKCM IMA</b>	the investment management agreement originally dated 29 December 2015 (as amended from time to time and most recently on 28 March 2023) entered into by, amongst others, UKCM and the UKCM Manager
<b>UKCM IMA SPVs</b>	(i) UK Commercial Property Finance Holdings Limited; (ii) UK Commercial Property Holdings Limited; (iii) UK Commercial Property Estates Holdings Limited; and (iv) UK Commercial Property Estates Limited
<b>UKCM IMA Termination Agreement</b>	the agreement entered into by BBOX, the BBOX Manager, UKCM, the UKCM Manager and the UKCM IMA SPVs dated 21 March 2024 concerning the termination of the UKCM IMA upon the Combination becoming Effective and related matters

<b>UKCM Manager</b>	abrdn Fund Managers Limited, a private company limited by shares incorporated in England and Wales with registered number 00740118 and with its registered office at 280 Bishopsgate, London, United Kingdom, EC2M 4AG
<b>UKCM Permitted Dividend</b>	any UKCM Quarterly Permitted Dividend and any UKCM Equalising Dividend
<b>UKCM Quarterly Permitted Dividend</b>	has the meaning given to it in paragraph 9 of Part 1 of this document
<b>UKCM Recommending Directors</b>	the UKCM Directors other than the UKCM Dissenting Director
<b>UKCM Shareholders</b>	the holders of UKCM Shares from time to time
<b>UKCM Shares</b>	the ordinary shares of 25 pence each in the capital of UKCM
<b>UK IFRS</b>	UK-adopted International Financial Reporting Standards
<b>UK REIT</b>	a UK real estate investment trust under Part 12 of the Corporation Tax Act 2010
<b>uncertificated or in uncertificated form</b>	a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the Uncertificated Securities Regulations, may be transferred by means of CREST
<b>Uncertificated Securities Regulations</b>	the Uncertificated Securities (Guernsey) Regulations, 2009, including (i) any enactment or subordinate legislation which amends or supersedes those regulations and (ii) any applicable rules made under those regulations or any such enactment or subordinate legislation for the time being in force
<b>United States or US</b>	the United States of America, its territories and possessions, any state of the United States of America, and the District of Columbia
<b>US Exchange Act</b>	the United States Securities Exchange Act of 1934, as amended
<b>US Securities Act</b>	the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder
<b>Voting Record Time</b>	<ul style="list-style-type: none"> <li>(i) in the context of the Court Meeting and the Scheme, 6.00 p.m. on 30 April 2024, being the day which is two Business Days immediately prior to the date of the Court Meeting or, if the Court Meeting is adjourned or postponed, 6.00 p.m. on the day which is two Business Days before the date fixed for the adjourned or postponed meeting; and</li> <li>(ii) in the context of the General Meeting, 6.00 p.m. on 30 April 2024, being the day which is two Business Days immediately prior to the date of the General Meeting or, if the General Meeting is adjourned or postponed, 6.00 p.m. on the day which is two Business Days before the date fixed for the adjourned or postponed meeting</li> </ul>

**Wider BBOX Group**

BBOX and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which BBOX and all such undertakings (aggregating their interests) have a Significant Interest (other than any member of the Wider UKCM Group)

**Wider UKCM Group**

UKCM and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which UKCM and all such undertakings (aggregating their interests) have a Significant Interest (other than any member of the Wider BBOX Group)

In this document, “**subsidiary**”, “**subsidiary undertaking**”, “**undertaking**” and “**associated undertaking**” have the respective meanings given thereto by the Companies Act.

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

All references to a statutory provision 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 orders from time to time made thereunder or deriving validity therefrom.

References to the singular include the plural and vice versa.

## PART 12

### NOTICE OF COURT MEETING

IN THE ROYAL COURT OF GUERNSEY  
(ORDINARY DIVISION)

No. 2554

#### IN THE MATTER OF UK COMMERCIAL PROPERTY REIT LIMITED

*(An authorised closed-ended investment company limited by shares incorporated in Guernsey with registered number 45387)*

and

#### IN THE MATTER OF THE COMPANIES (GUERNSEY) LAW, 2008 (AS AMENDED)

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**NOTICE IS HEREBY GIVEN** that, by an order dated 8 April 2024 made under section 107 of the Companies (Guernsey) Law, 2008 (as amended) (the “**Companies Law of Guernsey**”) in the above matters, the Royal Court of Guernsey (the “**Court**”) has ordered a meeting (the “**Court Meeting**”) of the holders of the Scheme Shares (as defined in the Scheme referred to and defined below) to be convened for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement pursuant to Part VIII of the Companies Law of Guernsey proposed to be made between UK Commercial Property REIT Limited (the “**Company**” or “**UKCM**”) and the holders of the Scheme Shares (the “**Scheme**”) and that the Court Meeting will be held at Eventspace, Salisbury House, 114 London Wall, London EC2M 5QD on 2 May 2024 at 10.00 a.m. (London time) at which place and time holders of the Scheme Shares are requested to attend.

A copy of the Scheme and a copy of the explanatory statement required to be published pursuant to Part VIII of the Companies Law of Guernsey are incorporated in the document of which this notice forms part. Unless the context requires otherwise, words and expressions defined in the Scheme shall have the same meaning in this notice of Court Meeting.

At the Court Meeting, the following resolution will be proposed:

*“That the scheme of arrangement dated 9 April 2024 between the Company and the holders of the Scheme Shares, a print of which has been produced to this meeting and, for the purposes of identification, signed by the chairman hereof, in its original form or with or subject to any modification, addition or condition approved or imposed by the Court, and agreed by the Company and Tritax Big Box REIT plc, be approved.”*

Voting on the resolution at the Court Meeting will be conducted on a poll, which shall be conducted as the Chairman of the Court Meeting may determine.

**Scheme Shareholders (as defined in the Scheme) may attend and vote in person at the Court Meeting or they may appoint another person as their proxy, to attend, speak and vote in their place. A proxy need not be a member of the Company.**

Entitlement to attend, speak and vote (including by proxy) at the Court Meeting and the number of votes which may be cast thereat will be determined by reference to the register of members of the Company as at 6.00 p.m. on the date which is two Business Days prior to the date fixed for the Court Meeting, or if the Court Meeting is adjourned or postponed, 6.00 p.m. on the date which is two Business Days before the date fixed for the adjourned or postponed meeting. In each case, changes to the register of members of the Company after such time will be disregarded in determining the rights of any person to attend, speak or vote at the Court Meeting, or at any adjournment or postponement thereof.

Scheme Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting as soon as possible using any of the methods (by post, by hand, online or through CREST) set out below. Scheme Shareholders are also strongly encouraged to appoint the Chairman of the Court Meeting as their proxy. Any other person appointed as proxy will be able to attend, speak and vote at the Court Meeting.

A BLUE Form of Proxy for use in connection with the Court Meeting is enclosed with this notice of Court Meeting. Instructions for its use are set out on the form. Alternatively, Scheme Shareholders who hold their Scheme Shares through CREST may appoint a proxy or proxies using CREST by following the instructions set out in the section headed "Actions to be taken" of the document of which this notice forms part. The completion and return of a BLUE Form of Proxy, or the appointment of proxies through CREST or online through the share portal service or by any other procedure described in this notice or set out in the BLUE Form of Proxy, will not preclude a Scheme Shareholder from attending and voting in person at the Court Meeting, or any adjournment or postponement thereof.

Scheme Shareholders are entitled to appoint more than one proxy in respect of some or all of their Scheme Shares, provided that each proxy is appointed to exercise rights attached to different shares. Scheme Shareholders may not appoint more than one proxy to exercise rights attached to one Scheme Share. A space has been included in the BLUE Form of Proxy to allow Scheme Shareholders entitled to attend and vote at the Court Meeting to specify the number of Scheme Shares in respect of which that proxy is appointed. Scheme Shareholders who return a BLUE Form of Proxy duly executed but leave this space blank will be deemed to have appointed the proxy in respect of all of their holding of Scheme Shares.

Scheme Shareholders who wish to appoint more than one proxy in respect of their shareholding should contact the Company's registrar, Computershare Investor Services (Guernsey) Limited ("**Computershare**"), for further Forms of Proxy or photocopy the Form of Proxy as required. Scheme Shareholders who wish to appoint more than one proxy in respect of their shareholding should also read the Form of Proxy in respect of the appointment of multiple proxies and the "Actions to be taken" section at pages 12 to 15 of the document of which this notice forms part for further details of the principles the Company will apply in cases where multiple proxy appointments are made.

In the case of joint holders of Scheme Shares, only the holder elected by such joint holders to represent them and to vote in their name (or, where no such election has been made, the person whose name stands first in the register of members of the Company in respect of that joint holding) will be entitled to vote in respect of the relevant joint holding.

It is requested that the BLUE Form of Proxy enclosed with this notice for use in connection with the Court Meeting (together with any power of attorney or other authority under which they are signed, or a notarially certified copy of such power of attorney) be returned to the Company's registrar, Computershare, at c/o The Pavilions, Bridgwater Road, Bristol, United Kingdom BS99 6ZY either by post or (during normal business hours only) by hand, as soon as possible and, in any event, so as to be received by no later than 10.00 a.m. on 30 April 2024 (or, if the Court Meeting is adjourned or postponed, by no later than 48 hours before the time fixed for the holding of the adjourned or postponed Court Meeting (excluding any part of a day that is not a Business Day)). However, if the forms are not so returned, a copy of the completed and signed BLUE Form of Proxy may be handed, before the start of the Court Meeting (at the Court Meeting venue): (i) to a representative of the Company's registrar, Computershare, on behalf of the Chairman; or (ii) to the Chairman of the Court Meeting, and will still be valid.

Alternatively, Scheme Shareholders can appoint a proxy electronically through the share portal service at [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy). To do so, Scheme Shareholders will need to log on to their share portal account or register for the share portal if they have not already done so. Once registered, Scheme Shareholders will be able to vote. Proxies submitted via the share portal service must be received by Computershare by no later than 10.00 a.m. on 30 April 2024 (or, if the Court Meeting is adjourned or postponed, by no later than 48 hours before the time fixed for the holding of the adjourned or postponed Court Meeting (excluding any part of a day that is not a Business Day)).

CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual and by logging on to the website [www.euroclear.com/CREST](http://www.euroclear.com/CREST). 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.

To appoint one or more proxies or to give an instruction to a proxy (whether previously appointed or otherwise) via the CREST system, CREST messages must be properly authenticated in accordance with Euroclear UK & International Limited's specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the Company's registrar, Computershare (Participant ID 3RA50) by no later than 10.00 a.m. on 30 April 2024 (or, if the Court Meeting is adjourned or postponed, by no later than 48 hours before the time fixed for the holding of the adjourned or postponed Court Meeting (excluding any part of a day that is not a Business Day)). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the Company's agent is able to retrieve the message. The Company may treat as invalid a proxy appointment sent by CREST in the circumstances set out in regulation 34 of the Uncertificated Securities (Guernsey) Regulations, 2009.

CREST members and, where applicable, their CREST sponsors or voting service provider(s), 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. CREST members and, where applicable, their CREST sponsors or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

A corporation which is a shareholder can by resolution of its directors or other governing body appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member (other than to appoint a proxy) provided that no more than one corporate representative exercises powers over the same share.

By the said order, the Court has appointed Peter Pereira Gray or, failing him, Margaret Littlejohns or, failing both of them, any director of the Company to act as Chairman of the Court Meeting and has directed the Chairman of the Court Meeting to report the result of the Court Meeting to the Court.

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

**Dated: 9 April 2024**

*By Order of the Board*

**Northern Trust International Fund Administration Services (Guernsey) Limited**

PO Box 255  
Trafalgar Court  
Les Banques  
St Peter Port  
Guernsey  
Channel Islands  
GY1 3QL

*Company Secretary*

## PART 13

### NOTICE OF GENERAL MEETING

# UK COMMERCIAL PROPERTY REIT LIMITED

*(An authorised closed-ended investment company limited by shares incorporated in Guernsey with registered number 45387)*

### NOTICE OF GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting of UK Commercial Property REIT Limited (the “**Company**”) will be held at Eventspace, Salisbury House, 114 London Wall, London EC2M 5QD on 2 May 2024 at 10.15 a.m. (London time) (or as soon thereafter as the Court Meeting shall have concluded or been adjourned or postponed) for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as a special resolution.

Unless the context otherwise requires, 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.

### SPECIAL RESOLUTION

**THAT** for the purpose of giving effect to the scheme of arrangement dated 9 April 2024 proposed to be made between the Company and the holders of the Scheme Shares (as defined in the said scheme of arrangement) under Part VIII of the Companies (Guernsey) Law, 2008 (as amended), a print of which has been produced to this meeting and for the purposes of identification signed by the chairman of the meeting, in its original form or subject to such modification, addition or condition approved or imposed by the Court and as may be agreed between the Company and Tritax Big Box REIT plc (“**BBOX**”) (the “**Scheme**”):

- (a) the directors of the Company (or a duly authorised committee of the directors) be authorised to take all such action as they may consider necessary, desirable or appropriate for carrying the Scheme into full effect; and
- (b) with effect from the passing of this resolution, the articles of incorporation of the Company be and are hereby amended by the adoption and inclusion of the following new article 50:

“50. **Scheme of Arrangement**

50.1 In this Article 50, references to the “**Scheme**” are to the scheme of arrangement dated 9 April 2024 between the Company and the Scheme Shareholders (as defined in the Scheme) under Part VIII of the Law as approved by the holders of the Scheme Shares at the meeting convened by the Court and as it may be modified or amended in accordance with its terms, and (save as defined in this Article) expressions defined in the Scheme shall have the same meanings in this Article.

50.2 Notwithstanding any other provision of these Articles or the terms of any resolution whether ordinary or special passed by the Company in general meeting, if the Company issues any shares, or if any treasury shares are sold or transferred, in each case other than to Tritax Big Box REIT plc (“**BBOX**”) or its nominee(s) on or after the adoption of this Article and on or prior to the Scheme Record Time, such shares shall be issued, sold or transferred subject to the terms of the Scheme and shall be Scheme Shares for the purposes of the Scheme and the original or any subsequent holder of such shares (other than BBOX and/or its nominee(s)), shall be bound by the Scheme accordingly.

50.4 Subject to the Scheme becoming effective, and notwithstanding any other provision of these Articles, if any shares are issued, or if any treasury shares are sold or transferred, to any person (other than under the Scheme or to BBOX or its nominee(s)) (a “**New Member**”) on or after the Scheme Record Time (the “**Transfer Shares**”), they shall be immediately transferred by the New Member to BBOX (or as it may direct) (the



“**Purchaser**”) in consideration of (subject as hereinafter provided) the allotment and issue or transfer to the New Member of such number of ordinary shares of 1 penny each in the share capital of BBOX (the “**Consideration Shares**”) and a cash payment in respect of any fractional entitlement to Consideration Shares (the “**Cash Payment**”) that the New Member would have been entitled to under the Scheme had each Transfer Share been a Scheme Share at the Scheme Record Time, provided that if any New Member has a registered address in a jurisdiction outside the UK and Guernsey and BBOX is advised that the allotment and/or issue and/or transfer of Consideration Shares to that New Member would or may infringe the laws of such jurisdiction or would or may require BBOX or the Company to observe any governmental or other consent or any registration, filing or other formality with which BBOX or the Company (as the case may be) is unable to comply or believes is unduly onerous to comply with, BBOX may, in its sole discretion, determine that either: (i) such New Member shall not have allotted, issued, transferred and/or delivered to them Consideration Shares and that the Consideration Shares which would otherwise have been delivered to such New Member shall instead be allotted, issued, transferred and/or delivered to a person appointed by BBOX for such New Member on terms that such person shall sell the Consideration Shares so allotted, issued, transferred and/or delivered at the best price which can reasonably be obtained at the time of sale and account for the net proceeds of such sale (after the deduction of all expenses and commissions, including any amounts in respect of value added tax payable thereon) to such New Member; or (ii) the Consideration Shares shall not be allotted, issued, transferred and/or delivered to such New Member but instead a cash amount equal to the value of the Consideration Shares which would otherwise have been delivered to such New Member shall be paid to the New Member, in either case by no later than the fourteenth day after the issue of the Transfer Shares to the New Member.

- 50.5 The Consideration Shares allotted and issued or transferred to a New Member pursuant to sub-paragraph 4 of this Article shall be credited as fully paid and shall rank *pari passu* in all respects with the other ordinary shares of BBOX in issue at that time (other than as regards any dividend or other distribution payable with reference to a record date preceding the date of the allotment or transfer).
- 50.6 On any reorganisation of, or material alteration to, the share capital of the Company or BBOX (including, without limitation, any subdivision and/or consolidation), effected after the Effective Date, the number of Consideration Shares to be allotted and issued or transferred to a New Member for each Transfer Share pursuant to sub-paragraph 4 of this Article may 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 to shares, Consideration Shares and Transfer Shares shall, following such adjustment, be construed accordingly.
- 50.7 No fraction of a Consideration Share shall be allotted, issued or transferred to a New Member pursuant to this Article. Any entitlement to Consideration Shares will be rounded down to the nearest whole number of Consideration Shares and all fractions of Consideration Shares will be aggregated and sold in the market as soon as practicable after the entitlement to Consideration Shares arises. The net proceeds of such sale (after the deduction of all expenses and commissions incurred in connection with such sale) will be distributed in due proportions to New Members who would otherwise have been entitled to such fractions in accordance with sub-paragraph 4 of this Article provided that individual entitlements to amounts of less than £5 will not be paid to New Members but will be retained for the benefit of BBOX.
- 50.8 To give effect to any transfer required by this Article, the Company may appoint any person as attorney or agent for the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) to transfer the Transfer Shares to the Purchaser or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of the 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 (or any subsequent holder or any nominee of such New Member or any such subsequent holder) 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 by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form of transfer or other instruments or instructions of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of the Purchaser or its nominee(s) and the Company may give a good receipt for the Consideration for the Transfer Shares and may register the Purchaser and/or its nominee(s) as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to a New Member for the Consideration Shares. BBOX shall, subject to sub-paragraph 4 of this Article, allot and issue or transfer the Consideration Shares to the New Member and send a cheque drawn on a UK clearing bank in favour of the New Member for any sum payable to the New Member in respect of fractional entitlements to BBOX ordinary shares in accordance with sub-paragraph 7 of this Article or in the circumstances permitted by sub-paragraph 4 of this Article within fourteen days of the issue of the Transfer Shares to the New Member.

- 50.9 If the Scheme shall not have become effective by 21 September 2024 (or such later date, if any, as may be agreed in writing by BBOX and the Company (with the consent of the Panel on Takeovers and Mergers and (if required) as the Court may allow)), this Article 50 shall be of no effect.
- 50.10 Notwithstanding any other provision of these Articles or any resolution passed by the Company in general meeting, neither the Company nor the Directors shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date other than to the Purchaser pursuant to the Scheme.”

*By Order of the Board*

**Northern Trust International Fund Administration  
Services (Guernsey) Limited**  
*Company Secretary*

*Registered Office*

PO Box 255  
Trafalgar Court  
Les Banques  
St Peter Port  
Guernsey  
Channel Islands  
GY1 3QL

**Dated: 9 April 2024**

## Notes:

1. UKCM Shareholders are strongly encouraged to submit proxy appointments and instructions for the General Meeting as soon as possible, using any of the methods (by post, by hand, online or through CREST) set out below. UKCM Shareholders are also strongly encouraged to appoint the Chairman of the General Meeting as their proxy. Any other person appointed as proxy will be able to attend, speak and vote at the General Meeting.
2. A member who is entitled to attend, speak and vote at the meeting is entitled to appoint one or more proxies to attend, speak and vote instead of him or her. More than one proxy may be appointed provided each party is appointed to exercise the rights attached to different shares. A proxy need not be a member of the Company.
3. A PINK form of proxy is enclosed for use in connection with the General Meeting. The PINK form of proxy should be completed and sent, together with the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, so as to reach Computershare, c/o The Pavilions, Bridgwater Road, Bristol, United Kingdom BS99 6ZY not later than 10.15 a.m. on 30 April 2024 (or, in the case of any adjournment or postponement, not less than 48 hours prior to the time of the adjourned or postponed meeting (excluding any part of a day that is not a Business Day)). If you have not received a proxy form and believe that you should have one, or if you require additional proxy forms, please contact Computershare, c/o 13 Castle Street, St Helier, Jersey JE1 1ES or call on +44(0)370 707 4040, between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales).
4. Members who wish to appoint a proxy online should visit [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy) and follow the instructions. Further information is also included on the PINK form of proxy. To be valid, an electronic proxy appointment must be transmitted so as to be received by Computershare by no later than 10.15 a.m. on 30 April 2024 (or, if the General Meeting is adjourned or postponed, by no later than 48 hours before the time fixed for the holding of the adjourned or postponed General Meeting (excluding any part of a day that is not a Business Day)).
5. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual and by logging on to the website [www.euroclear.com/CREST](http://www.euroclear.com/CREST). 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.
6. 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 Euroclear UK & International Limited’s specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the Company’s registrar, Computershare (Participant ID 3RA50) by not later than 10.15 a.m. on 30 April 2024 (or, if the General Meeting is adjourned or postponed, by no later than 48 hours before the time of the adjourned or postponed meeting (excluding any part of a day that is not a Business 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 application host) from which the Company’s registrar 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.
7. CREST members and, where applicable, their CREST sponsors, or voting service providers should note that Euroclear UK & International Limited does not make available special procedures in CREST for any particular message. 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 a 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 system

providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

8. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in regulation 34 of the Uncertificated Securities (Guernsey) Regulations, 2009.
9. A member may abstain from voting. However, it should be noted that a “vote withheld” is not a vote in law and will not be counted in the calculation of the proportion of the votes for and against.
10. A corporation which is a shareholder can by resolution of its directors or other governing body appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member (other than to appoint a proxy) provided that no more than one corporate representative exercises powers over the same share.
11. Completing and returning a form of proxy will not prevent a member from attending in person at the meeting and voting should he or she so wish. If a member attends the meeting and votes, any proxy appointed will be terminated and the proxy vote disregarded in respect of those shares so voted.
12. If you submit more than one valid proxy appointment, the proxy appointment received last before the latest time for the receipt of proxies will take precedence. If two or more valid, but differing, appointments of proxy are delivered or received in respect of the same share and the Company is unable to determine which proxy appointment was last validly received, none of them shall be treated as valid in respect of the same share. Please refer to the “Actions to be taken” section at pages 12 to 15 of the document of which this notice forms part for further details of the principles the Company will apply in cases where multiple proxy appointments are made.
13. To have the right to attend, speak and vote at the meeting (and also for the purposes of calculating how many votes a member may cast on a poll) a member must first have his or her name entered on the register of members not later than 6.00 p.m. on 30 April 2024 or in the case of an adjourned or postponed meeting at 6.00 p.m. on the date which is two Business Days prior to the date of the adjourned or postponed meeting. Changes to entries in the register after that time shall be disregarded in determining the rights of any member to attend and vote at such meeting.
14. Any member attending the meeting has a right to ask questions. The Company must answer any question you ask relating to the business being dealt with at the meeting unless: (a) answering the question would interfere unduly with the preparation for the 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 meeting that the question be answered.
15. Voting at the meeting will be conducted on a poll rather than a show of hands.
16. As at 6.00 p.m. on 5 April 2024 (being the latest practicable date prior to the publication of this notice), the Company’s issued share capital comprised 1,299,412,465 ordinary shares of 25 pence each carrying one vote each. Therefore, the total voting rights in the Company as at 6.00 p.m. on 5 April 2024 was 1,299,412,465.
17. Any person holding 3 per cent. of the total voting rights in the Company who appoints a person other than the Chairman of the meeting as his/her proxy will need to ensure that both he/she and such other person complies with their respective disclosure obligations under the Disclosure Guidance and Transparency Rules.