

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PART 2 (EXPLANATORY STATEMENT) OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT.** This Document contains a proposal which, if implemented, will result in the cancellation of listing of CRT plc Shares on the Official List and the trading of CRT plc Shares on the main market of the London Stock Exchange.

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

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

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

The release, publication or distribution of this Document and any accompanying documents (in whole or in part) in or into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Document comes should inform themselves about and observe any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

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Recommended Cash Acquisition  
of



**CARE REIT PLC**

("CRT plc")

by

**CR UNITED BIDCO LTD**

("Bidco")

(a wholly-owned subsidiary of CareTrust REIT, Inc. ("CareTrust"))

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

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

Notices of the Court Meeting and the General Meeting, both of which will be held at the offices of Travers Smith LLP, 10 Snow Hill, London EC1A 2AL on 29 April 2025, are set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document, respectively. The Court Meeting will start at 10.00 a.m. and the General Meeting will start at 10.15 a.m. (or, if later, as soon as the Court Meeting has been concluded or adjourned).



The action to be taken by CRT plc Shareholders in respect of the Meetings is set out on pages 9 to 11 and in paragraph 17 of Part 2 (*Explanatory Statement*) of this Document. It is very important that CRT plc Shareholders use their votes so that the Court can be satisfied that there is a fair and reasonable representation of your views. You will find enclosed with this Document a BLUE Form of Proxy for use in connection with the Court Meeting and a WHITE Form of Proxy for use in connection with the General Meeting. Whether or not you intend to attend both or either of the Meetings in person, please complete and sign both of the enclosed Forms of Proxy and return them in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Computershare at The Pavilions, Bridgwater Road, Bristol, BS99 6ZY at least 48 hours (excluding any part of such 48-hour period falling on a day which is not a Business Day) before the relevant Meeting. The Forms of Proxy have a pre-paid address for your convenience for use in the UK only. If the BLUE Form of Proxy for use at the Court Meeting is not returned by the above time, it may be handed to Computershare (on behalf of the Chair of the Court Meeting) or to the Chair of the Court Meeting before the taking of the poll at the Court Meeting and it will be valid. However, in the case of the General Meeting, unless the WHITE Form of Proxy is returned by the time noted above, it will be invalid.

Alternatively, you can submit your proxy electronically at [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy) by following the instructions set out on the enclosed Forms of Proxy. Electronic proxy appointments must be received by 10.00 a.m. on 25 April 2025 in the case of the Court Meeting and by 10.15 a.m. on 25 April 2025 in the case of the General Meeting (or, in the case of an adjourned Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a day which is not a Business Day) prior to the time and date set for the adjourned Meeting).

If you hold your CRT plc Shares in uncertificated form (that is, in CREST) and are not a Sanctions Disqualified Shareholder you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out at the end of this Document).

Proxies submitted via CREST (under CREST ID 3RA50) must be received by Computershare not later than 10.00 a.m. on 25 April 2025 in the case of the Court Meeting and by 10.15 a.m. on 25 April 2025 in the case of the General Meeting (or, in the case of an adjourned Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a day which is not a Business Day) prior to the time and date set for the adjourned Meeting).

The completion and return of the Forms of Proxy or the appointment of a proxy or proxies electronically or using CREST will not prevent you from attending and voting in person at either of the Meetings, or any adjournment thereof, should you wish to do so.

If you have any questions relating to this Document or the completion and return of your Forms of Proxy, please contact the Shareholder Helpline on 0370 703 0340 (or +44 370 703 0340 if calling from outside the UK). Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The Shareholder Helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales). Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the Shareholder Helpline cannot provide advice on the merits of the Scheme nor give any financial, investment, legal or tax advice.

**Sanctions Disqualified Shareholders should refer to paragraph 7 of Part 2 (*Explanatory Statement*) of this Document, which contains important information in relation to such holders.**

#### **Disclaimers**

Piper Sandler, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting as financial adviser exclusively to CareTrust and Bidco and for no one else in connection with the Acquisition and will not be responsible to anyone other than CareTrust and Bidco for providing the protections afforded to its clients nor for providing advice in connection with the subject matter of this Document. Neither Piper Sandler 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, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Piper Sandler in connection with the Acquisition or the subject matter of this Document, any statement contained in this Document or otherwise. No representation or warranty, express or implied, is made by Piper Sandler as to the contents of this Document or any other matters referred to in this Document.

J.P. Morgan, which is authorized in the United Kingdom by the Prudential Regulation Authority and regulated in the United Kingdom by the Prudential Regulation Authority and the Financial Conduct Authority, is acting as financial adviser exclusively for CareTrust and Bidco and no one else in connection with the matters set out in this Document and will not regard any other person as its client in relation to the matters referred to in this Document and will not be responsible to anyone other than CareTrust and Bidco for providing the protections afforded to clients of J.P. Morgan, nor for providing advice in relation to any matter referred to herein.

Jefferies, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for CRT plc and no one else in connection with the matters set out in this Document and will not regard any other person as its client in relation to the matters in this Document and will not be responsible to anyone other than CRT plc for providing the protections afforded to clients of Jefferies nor for providing advice in relation to any matter referred to in this Document. Neither Jefferies 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, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Jefferies in connection with the Acquisition, this Document, any statement contained herein or otherwise.

Winterflood, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for CRT plc and for no one else in connection with the Acquisition and/or any other matter referred to in this Document and will not be responsible to anyone other than CRT plc for providing the protections afforded to its clients or for providing advice in relation to the Acquisition, this Document, any statement contained herein or otherwise.

## IMPORTANT NOTICES

### Overseas jurisdictions

The release, publication or distribution of this Document in, into or from jurisdictions other than the United Kingdom may be restricted by law and/or regulations. Persons who are not resident in the United Kingdom or who are subject to the laws and regulations of other jurisdictions should inform themselves of, and observe, any applicable requirements of such other jurisdictions.

Unless otherwise determined by Bidco or required by the Takeover Code, and permitted by applicable law and regulation, participation in the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition 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 all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Document and all documents relating to the Acquisition (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in, into or from such jurisdictions where to do so would violate the laws in those jurisdictions. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), such Takeover Offer may 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.

The availability of the Acquisition to CRT plc Shareholders who are not resident in the United Kingdom (and, in particular, their ability to vote their Scheme Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf) may be affected by the laws of the relevant jurisdictions in which they are resident or to which they are subject. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements, as any failure to comply with such requirements 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 Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. The Acquisition will be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the Financial Conduct Authority and the Listing Rules.

This Document does not constitute a prospectus or prospectus equivalent document. The statements contained in this Document are not to be construed as legal, business, financial or tax advice.

### Sanctions Disqualified Shareholders

Sanctions Disqualified Shareholders should refer to paragraph 7 of Part 2 (*Explanatory Statement*) of this Document in respect of the implications of the Scheme and the Acquisition on their holdings of Scheme Restricted Shares.

### Additional Information for US Investors

The Acquisition is being made to acquire the securities of an English company by means of a scheme of arrangement provided for under the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the proxy solicitation or tender offer rules under the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the “**US Exchange Act**”) or other requirements of US law. Instead, the Scheme will be subject to disclosure requirements and practices applicable in the United Kingdom to schemes of arrangement, which are different from the disclosure requirements of the United States under the US Exchange Act, including US proxy solicitation or tender offer rules.

The financial information included in this Document (or, if the Acquisition is implemented by way of a Takeover Offer, the document to be sent to CRT plc Shareholders which will contain the terms and conditions of such Takeover Offer) has been or will have been prepared in accordance with accounting standards applicable in the UK and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with US GAAP, US GAAP differ in significant respects from accounting standards applicable in the UK.

Neither the US Securities and Exchange Commission, nor any US state securities commission or any securities commission of other jurisdictions, has approved or disapproved the Acquisition, passed judgement upon the fairness or the merits of the Acquisition or passed judgement upon the adequacy or accuracy of this Document. Any representation to the contrary may be a criminal offence in the United States.

If Bidco were to elect to implement the Acquisition by means of a Takeover Offer and determines to extend the Takeover Offer into the United States, such Takeover Offer would be made in compliance with all applicable United States laws and regulations, including to the extent applicable Section 14(e) of the US Exchange Act and Regulation 14E thereunder, and in accordance with the Takeover Code. Such a takeover would be made in the United States by Bidco and no one else. Accordingly, the Acquisition would be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under US domestic tender offer procedures and law.

If the Acquisition is implemented by way of a Takeover Offer, and it is determined that Rule 14e-5 of the US Exchange Act applies to the Takeover Offer, then in accordance with normal United Kingdom practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Bidco or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of CRT plc outside of the United States, other than pursuant to the Acquisition, until the date on which the Acquisition becomes Effective, lapses or is otherwise withdrawn.

The receipt of cash pursuant to the Acquisition by a US holder of CRT plc Shares as consideration for the transfer of its Scheme Shares pursuant to the Scheme will likely be a taxable transaction for United States federal income tax purposes and under applicable United States state and local, as well as foreign and other, tax laws.

**Each US holder of CRT plc Shares is urged to consult his, her or its independent professional adviser immediately regarding the tax consequences of the Acquisition.**

It may be difficult for US holders of CRT plc Shares to enforce their rights and claims arising out of the US federal securities laws, since CRT plc is located in a country other than the US, all of its officers and directors are residents of countries other than the US, and all of its assets are located outside of the US. US holders of CRT plc Shares may not be able to effect service of process within the United States on a non-US company or 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 jurisdiction and judgement.

### **Forward looking statements**

This Document (including information incorporated by reference in this Document), oral statements made regarding the Acquisition, and other information published by CareTrust, Bidco and CRT plc contain certain statements which are, or may be deemed to be, forward-looking statements (including, (in the case of CareTrust and Bidco only but not in the case of CRT plc) for the purposes of the US Private Securities Litigation Reform Act of 1995), beliefs or opinions, with respect to the financial condition, results of operations and business of CareTrust, Bidco and CRT plc. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as "anticipate", "target", "expect", "envisage", "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 CRT plc, and/or CareTrust and/or Bidco, 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 will 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 by CRT plc, CareTrust and Bidco that such expectations will prove to have been correct and you are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this Document. Neither CRT plc nor CareTrust nor Bidco assumes any obligation and CRT plc,



CareTrust and Bidco disclaim any intention or 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 regulation (including under the Listing Rules and the Disclosure Guidance and Transparency Rules of the FCA).

**EXCEPT AS EXPRESSLY PROVIDED IN THIS DOCUMENT, THE FORWARD-LOOKING STATEMENTS HAVE NOT BEEN REVIEWED BY THE AUDITORS OF CRT PLC, CARETRUST OR BIDCO OR THEIR RESPECTIVE FINANCIAL ADVISERS. SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS AND UNCERTAINTIES THAT COULD SIGNIFICANTLY AFFECT EXPECTED RESULTS AND ARE BASED ON CERTAIN KEY ASSUMPTIONS. 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 IS THE SATISFACTION OF THE CONDITIONS AND THE RISKS DISCUSSED IN CARETRUST'S 10-K FILING WITH THE US SECURITIES EXCHANGE COMMISSION, WHICH CAN BE ACCESSED AT <https://www.sec.gov/ix?doc=/Archives/edgar/data/0001590717/000162828025005118/ctre-20241231.htm> AS WELL AS ADDITIONAL FACTORS SUCH AS CHANGES IN GLOBAL, POLITICAL, ECONOMIC, BUSINESS, COMPETITIVE, MARKET AND REGULATORY FORCES, FUTURE EXCHANGE AND INTEREST RATES, FUTURE BUSINESS COMBINATIONS OR DISPOSITIONS, THE ABILITY AND WILLINGNESS OF TENANTS TO MEET AND/OR PERFORM THEIR OBLIGATIONS UNDER LEASES; THE IMPACT OF HEALTHCARE REFORM LEGISLATION; THE ABILITY OF TENANTS TO COMPLY WITH APPLICABLE LAWS, RULES AND REGULATIONS IN THE OPERATION OF THE PROPERTIES LEASED TO THEM, THE ABILITY OF CARETRUST AND ITS AFFILIATES (INCLUDING, AFTER THE ACQUISITION, CRT PLC) TO GENERATE SUFFICIENT CASH FLOWS TO SERVICE OUTSTANDING INDEBTEDNESS, CARETRUST'S AND, AFTER THE ACQUISITION, CRT PLC'S ACCESS TO DEBT AND, INDIRECTLY, EQUITY CAPITAL MARKETS, THE ABILITY TO RETAIN KEY MANAGEMENT PERSONNEL (WHETHER EXTERNAL OR INTERNAL), CHANGES IN TAX LAWS AND TAX RATES; AND OTHER RISKS INHERENT IN THE REAL ESTATE BUSINESS. SUCH FORWARD-LOOKING STATEMENTS SHOULD THEREFORE BE CONSTRUED IN THE LIGHT OF SUCH FACTORS. NEITHER CARETRUST NOR BIDCO NOR CRT PLC, NOR ANY OF THEIR RESPECTIVE ASSOCIATES OR DIRECTORS, OFFICERS OR ADVISERS, PROVIDES ANY REPRESENTATION, ASSURANCE OR GUARANTEE THAT THE OCCURRENCE OF THE EVENTS EXPRESSED OR IMPLIED IN ANY FORWARD-LOOKING STATEMENTS IN THIS DOCUMENT WILL ACTUALLY OCCUR.**

#### **No profit forecasts, estimates or quantified benefits statements**

The CRT plc Statements constitute ordinary course profit forecasts for the purposes of Rule 28 of the Takeover Code. As required by Notes 2(a) and 2(b) to Rule 28 of the Takeover Code (as applicable), the assumptions on which the CRT plc Statements are based are set out in Part 11 (*CRT plc Statements*) to this Document.

Other than the CRT plc Statements, no statement in this Document is intended as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this Document should be interpreted to mean that earnings or earnings per share for CRT plc for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for CRT plc.

#### **Rounding**

Certain figures included in this Document have been subjected to rounding adjustments to the nearest decimal. 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.

#### **Publication on website**

A copy of this Document, together with all information incorporated by reference into this Document, will be available, free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions on CRT plc's website at <https://www.carereit.co.uk/investors/the-offer/> and on CareTrust's website at <https://investor.caretrustreit.com/resources/Offer-for-Care-REIT>. Save as expressly referred to in this Document, neither the content of CRT plc's website or CareTrust's website is incorporated into, or forms part of, this Document.

## **Information relating to CRT plc Shareholders**

Please be aware that addresses, electronic addresses and certain information provided by CRT plc Shareholders, Sanctions Disqualified Shareholders, persons with information rights and other relevant persons for the receipt of communications from CRT plc may be provided to Bidco and CareTrust during the Offer Period as required under Section 4 of Appendix 4 of the Takeover Code.

## **Right to receive documents in hard copy form**

Any person entitled to receive a copy of documents, announcements and information relating to the Acquisition is entitled to receive such documents in hard copy form free of charge. A person may also request that all future documents, announcements and information in relation to the Acquisition are sent to them in hard copy form.

A hard copy of this Document may be requested by contacting Computershare on 0370 703 0340 (or +44 370 703 0340 if calling from outside the UK). Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The Shareholder Helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales). Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the Shareholder Helpline cannot provide advice on the merits of the Scheme nor give any financial, investment, legal or tax advice.

## **Disclosure requirements of the Takeover Code**

Under Rule 8.3(a) of the Takeover Code, any person who is interested (directly or indirectly) in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make a public Opening Position Disclosure after the commencement of the offer period and, if later, after the announcement that first identifies any securities exchange offeror. 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 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 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 Takeover Code, any person who is (or as a result of any dealing becomes) interested (directly or indirectly) in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a public 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 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 normally 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 <https://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.

### **Definitions and Interpretation**

Definitions used in this Document are as defined in Part 8 (*Definitions*) unless defined elsewhere in this Document or the context requires otherwise.

### **Date**

The date of publication of this Document is 2 April 2025.

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## **ACTION TO BE TAKEN**

The CRT plc Board, who have been so advised by Jefferies as to the financial terms of the Acquisition, unanimously consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the CRT plc Board, Jefferies has taken into account the commercial assessments of the CRT plc Directors. Jefferies is providing independent financial advice to the CRT plc Directors for the purpose of Rule 3 of the Takeover Code.

For the reasons set out in this Document, the CRT plc Board unanimously recommends that CRT plc Shareholders vote to approve the Scheme at the Court Meeting and vote in favour of the Resolutions at the General Meeting as the CRT plc Directors have irrevocably undertaken to do (or procure to be done) in respect of their own beneficial holdings in respect of which they control the voting rights, and further recommend that you take the action described below.

This Part of this Document should be read in conjunction with the rest of this Document, and in particular, paragraph 8 (*Action to be taken by CRT plc Shareholders*) of Part 1 (*Letter from Chair of CRT plc*) of this Document, paragraph 17 (*Actions to be taken*) of Part 2 (*Explanatory Statement*) of this Document and the notices of the Court Meeting and the General Meeting set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively.

### **1. Documents for CRT plc Shareholders**

Please check that you have received the following with this Document:

- a BLUE Form of Proxy for use in respect of the Court Meeting on 29 April 2025;
- a WHITE Form of Proxy for use in respect of the General Meeting on 29 April 2025; and
- a pre-paid envelope (for use in the UK only) for the return of the BLUE Form of Proxy and the WHITE Form of Proxy.

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

### **2. Voting at the Court Meeting and the General Meeting**

The Scheme will require approval at a meeting of Scheme Shareholders convened with the permission of the Court to be held at the offices of Travers Smith LLP, 10 Snow Hill, London EC1A 2AL at 10.00 a.m. on 29 April 2025. Implementation of the Scheme will also require the approval of CRT plc Shareholders of the Resolutions to be proposed at the General Meeting. The General Meeting will be held at the same place as the Court Meeting, at 10.15 a.m. (or as soon thereafter as the Court Meeting concludes or is adjourned). Notice of the Court Meeting and the General Meeting are set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively.

Scheme Shareholders and CRT plc Shareholders (as applicable) entitled to attend and vote at the Meetings are entitled to appoint a proxy to exercise all or any of their rights to attend, speak and vote at the Court Meeting and/or General Meeting. A proxy need not be a Scheme Shareholder or CRT plc Shareholder (as applicable).

Sanctions Disqualified Shareholders are not entitled to attend and vote at the Court Meeting or General Meeting. Any purported proxy appointment by a Sanctions Disqualified Shareholder will be treated as invalid.

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

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

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them either: (i) by post or (ii) during normal business hours only, by hand to Computershare at The Pavilions, Bridgwater Road, Bristol, BS99 6ZY, so as to be received as soon as possible and, in any event, not later than:

BLUE Form of Proxy for the Court Meeting

10.00 a.m. on 25 April 2025

WHITE Form of Proxy for the General Meeting

10.15 a.m. on 25 April 2025

or, in the case of adjournment(s) of either Meeting, not later than 48 hours before the time and date set for such adjourned Meeting(s) (excluding any part of such 48-hour period falling on a day which is not a Business Day).

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

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

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

Any purported proxy appointment by a Sanctions Disqualified Shareholder will be treated as invalid.

**(b) Electronic appointment of proxies through CREST**

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

Proxies submitted via CREST (under CREST ID 3RA50) must be received by Computershare not later than 10.00 a.m. on 25 April 2025 in the case of the Court Meeting and by 10:15 a.m. on 25 April 2025 in the case of the General Meeting (or, in the case of an adjourned Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a day which is not a Business Day) prior to the time and date set for the adjourned Meeting).

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy), must, in order to be valid, be transmitted so as to be received by Computershare (under CREST ID 3RA50) not less than 48 hours before the time fixed for the Court Meeting or General Meeting (or adjourned Meeting), as applicable (in each case, excluding any day which 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 Applications Host) from which Computershare is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy

Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

CRT plc may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

CRT plc will treat as invalid any CREST Proxy Instruction made or purported to be made by or on behalf of any Sanctions Disqualified Shareholder.

### ***(c) Online appointment of proxies***

As an alternative to completing and returning the accompanying Forms of Proxy, you may submit your proxy electronically by accessing Computershare's online voting portal [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy). For security purposes, you will be asked to enter the control number, your shareholder reference number ("SRN") and personal identification number ("PIN") to validate the submission of your proxy online. The control number, members' individual SRN and PIN numbers are shown on the accompanying Forms of Proxy. If you are a member of CREST you may be able to use the CREST electronic proxy appointment service.

For an electronic proxy appointment to be valid, the appointment must be received by Computershare no later than 10.00 a.m. on 25 April 2025 for the Court Meeting and 10.15 a.m. on 25 April 2025 for the General Meeting (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the adjourned Meeting(s) (excluding any part of such 48-hour period falling on a day which is not a Business Day)). Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

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

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

Any purported proxy appointment by a Sanctions Disqualified Shareholder will be treated as invalid.

### **3. Shareholder Helpline**

**If you have any questions relating to this Document, the Court Meeting or the General Meeting or the completion and return of your Forms of Proxy, please contact the Shareholder Helpline operated by Computershare by calling 0370 703 0340 (or +44 370 703 0340 if calling from outside the UK). Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The Shareholder Helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales). Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the Shareholder Helpline cannot provide advice on the merits of the Acquisition or the Scheme nor give any financial, investment, legal or tax advice.**

### **Note to Sanctions Disqualified Shareholders**

No Sanctions Disqualified Shareholder will be entitled to vote at the Court Meeting or General Meeting or appoint a proxy to exercise on their behalf all or any such right to vote which Sanctions Disqualified Shareholders might otherwise have at the Meetings. Please see paragraph 7 of Part 2 (*Explanatory Statement*) for further details.

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

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

Event	Time and/or date
Publication of this Document . . . . .	2 April 2025
Latest time for lodging Forms of Proxy for the:	
Court Meeting (BLUE form) . . . . .	10.00 a.m. on 25 April 2025 <sup>(1)</sup>
General Meeting (WHITE form) . . . . .	10.15 a.m. on 25 April 2025 <sup>(2)</sup>
Voting Record Time for the Court Meeting and General Meeting . . . . .	6.30 p.m. on 25 April 2025 <sup>(3)</sup>
<b>Court Meeting . . . . .</b>	<b>10.00 a.m. on 29 April 2025</b>
<b>General Meeting . . . . .</b>	<b>10.15 a.m. on 29 April 2025<sup>(4)</sup></b>
<b>The following dates are indicative only and are subject to change<sup>(5)</sup></b>	
<b>Sanction Hearing (to sanction the Scheme) . . . . .</b>	<b>7 May 2025</b>
Last day of dealings in, and for the registration of transfers of, and disablement in CREST of, CRT plc Shares on the London Stock Exchange . . . . .	8 May 2025
Scheme Record Time . . . . .	6.00 p.m. on 8 May 2025
Suspension of listing of, and dealings in, CRT plc Shares on the London Stock Exchange . . . . .	by 7.30 a.m. on 9 May 2025
Effective Date . . . . .	9 May 2025 <sup>(6)</sup>
De-listing of CRT plc Shares . . . . .	by 7.30 a.m. on 12 May 2025
Latest date for dispatch of cheques, and crediting of CREST accounts and processing electronic transfers due under the Scheme . . . . .	within 14 days of the Effective Date
Long Stop Date . . . . .	11.59 p.m. (London time) on 9 July 2025 <sup>(7)</sup>

- (1) It is requested that BLUE Forms of Proxy for the Court Meeting be lodged not later than 10.00 a.m. on 25 April 2025 or, if the Court Meeting is adjourned, 48 hours prior to the time and date set for any adjourned Court Meeting (excluding any part of such 48-hour period falling on a day which is not a Business Day). If the BLUE Form of Proxy for the Court Meeting is not returned by such time, it may be handed to a representative of Computershare, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting before the start of the Court Meeting (or any adjournment of it) and it will be valid.
- (2) In order to be valid, the WHITE Forms of Proxy for the General Meeting must be lodged not later than 10.15 a.m. on 25 April 2025 or, if the General Meeting is adjourned, 48 hours prior to the time and date set for any adjourned General Meeting (excluding any part of such 48-hour period falling on a day which is not a Business Day).
- (3) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned Meeting will be 6.30 p.m. on the date which is two days (excluding any day which is not a Business Day) prior to the date set for such adjourned Meeting.
- (4) To commence at 10.15 a.m. or as soon thereafter as the Court Meeting shall have concluded or adjourned.
- (5) These dates are indicative only and will depend, among other things, on the date upon which: (i) the Conditions are satisfied or (if capable of waiver) waived; (ii) the Court sanctions the Scheme; and (iii) the Court Order is delivered to the Registrar of Companies. CRT plc will give adequate notice of all of these dates and times, when known, by issuing an announcement through a Regulatory Information Service, with such announcement being made available on CRT plc's website at <https://www.carereit.co.uk/investors/the-offer/>.
- (6) Following sanction of the Scheme by the Court, the Scheme will become Effective in accordance with its terms upon a copy of the Court Order being delivered to the Registrar of Companies. This is presently expected to occur within two Business Days after the date of the Sanction Hearing, subject to satisfaction or (where capable of waiver), waiver of the Conditions.
- (7) This is the latest date by which the Scheme may become Effective. However, the Long Stop Date may be extended to such later date as CRT plc and Bidco may agree in writing (with the Panel's consent and as the Court may approve (should such approval(s) be required)).



## PART 1

### LETTER FROM THE CHAIR OF CRT PLC



#### CARE REIT PLC

*(Incorporated in England and Wales with registered number 10464966)*

#### **Directors:**

Simon Laffin (*Independent Chair*)  
Rosemary Boot (*Senior Independent Non-Executive Director*)  
Amanda Aldridge (*Independent Non-Executive Director*)  
Chris Santer (*Independent Non-Executive Director*)  
Cedi Frederick (*Independent Non-Executive Director*)

#### **Registered office:**

The Scalpel 18th Floor,  
52 Lime Street,  
London, England,  
EC3M 7AF

2 April 2025

*To: Care REIT plc shareholders and, for information only, to persons with information rights*

Dear Care REIT plc shareholder,

#### **RECOMMENDED CASH ACQUISITION OF CARE REIT PLC BY CR UNITED BIDCO LTD ("BIDCO"), A WHOLLY-OWNED SUBSIDIARY OF CARETRUST REIT, INC. ("CARETRUST")**

#### **1. Introduction**

On 11 March 2025, the boards of directors of CareTrust and CRT plc jointly announced that they had reached agreement on the terms and conditions of a recommended all cash acquisition pursuant to which Bidco, a newly-formed wholly-owned subsidiary of CareTrust, would acquire the entire issued and to be issued share capital of CRT plc (excluding any Scheme Restricted Shares). Further information relating to CareTrust and Bidco can be found in paragraph 5 of the letter from Jefferies set out in Part 2 (*Explanatory Statement*) of this Document and in Part 7 (*Additional Information*) of this Document.

I am writing to you, on behalf of the CRT plc Board, to set out the background to and terms of the Acquisition, to encourage you to vote at the Court Meeting and General Meeting to be held on 29 April 2025, and to explain why the CRT plc Directors are unanimously recommending that Scheme Shareholders vote to approve the Scheme at the Court Meeting and that CRT plc Shareholders vote in favour of the Resolutions at the General Meeting, as the CRT plc Directors have irrevocably undertaken to do (or, as may be applicable, procure to be done) in respect of their own beneficial holdings of CRT plc Shares in respect of which they control the voting rights.

Further details of these undertakings are set out in paragraph 5 of this letter.

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

#### **2. Summary of the terms of the Acquisition**

It is proposed that the Acquisition be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act, which requires the approval of Scheme Shareholders at the Court Meeting and of CRT plc Shareholders at the General Meeting and the sanction of the Court. Upon the Scheme becoming Effective, CRT plc will become a subsidiary of Bidco.

Under the terms of the Acquisition, which is subject to the Conditions and further terms set out in Part 3 (*Conditions to and Further Terms of the Scheme and the Acquisition*) of this Document, CRT plc Shareholders who are on the register of members of CRT plc at the Scheme Record Time will be entitled to receive:

**for each CRT plc Share: 108 pence in cash.**

The Acquisition Price values the entire issued and to be issued ordinary share capital of CRT plc at approximately £448 million and represents a premium of approximately:

- 32.8 per cent. to the closing price per CRT plc Share of 81.3 pence on 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement);
- 36.0 per cent. to the volume weighted average price per CRT plc Share of 79.4 pence for the one-month period ended 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement);
- 34.1 per cent. to the volume weighted average price per CRT plc Share of 80.6 pence for the three-month period ended 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement); and
- 28.1 per cent. to the volume weighted average price per CRT plc Share of 84.3 pence for the 12-month period ended 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement).

Appendix 1 of this Document contains a valuation report from the Property Valuer in respect of CRT plc's property portfolio as at 31 December 2024 pursuant to the requirements of Rule 29 of the Takeover Code. The Property Valuer has given and not withdrawn its consent to the publication of its valuation report in this Document in the form and context in which it is included.

If any dividend and/or other distribution and/or other return of capital is authorised, declared, made or paid or becomes payable in respect of CRT plc Shares on or after the Announcement Date (being 11 March 2025) and before the Effective Date, Bidco reserves the right to reduce the Acquisition Price by the aggregate amount of such dividend and/or other distribution and/or other return of capital.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders irrespective of whether or not they attended or voted and, if they voted, whether they voted for or against the Scheme, at the Court Meeting or the General Meeting. It is expected that, subject to the satisfaction of all relevant conditions, the Scheme will become Effective during the second quarter of 2025.

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

### **3. Background to, and reasons for, the Acquisition**

CareTrust is a self-administered US real estate investment trust engaged in the ownership, acquisition, development and leasing of seniors housing and healthcare-related properties. CareTrust is NYSE listed and has an equity market capitalisation of approximately US\$5.4 billion (£4.2 billion).

Its portfolio spans 34 states in the US, with over 400 net-leased properties, approximately 43,000 operating beds / units and 34 operators. All owned properties are leased to tenants under long-term, triple net/FRI leases that include either fixed or CPI-based annual rent escalators. The management of CareTrust, many of whom are former operators, have extensive experience of the sector and highly value their partnerships with operators as a fundamental driver of long-term success.

CareTrust has spent considerable time evaluating its entry into the UK market and sees attractive underlying dynamics driven by demographics. The acquisition of CRT plc brings a diversified and attractive portfolio of properties in the UK with established operator relationships, providing CareTrust with a platform from which to grow. CareTrust intends to fuel growth via expanding relationships with CRT plc's existing operators, supporting new and existing development and pipeline projects, as well as building relationships with other operators.

Given its scale and ability to raise capital as well as its confidence in the UK market, CareTrust believes it is well positioned to grow the CRT plc platform further.

#### 4. Background to and reasons for the recommendation

CRT plc launched in March 2017 with an investment objective of providing an income focused total return to shareholders via investing in long leased healthcare real estate assets in the UK. By focusing on UK care homes, CRT plc looked to take advantage of the considerable market opportunity that existed in this real estate sub-sector which was supported by the underlying fundamentals of a growing and ageing population, ongoing pressure on the NHS, a tight supply of new assets and a highly fragmented market with the potential for consolidation. CRT plc sought to achieve this objective by scaling quickly and since its IPO has raised a further £265 million via six equity issues.

CRT plc has today built an attractive property portfolio valued at approximately £679 million as at 31 December 2024, with an aggregate annual contracted rent roll of approximately £51 million. This portfolio is diversified by geography, tenant and customer base across 137 different homes and 15 different tenants (it being noted that two of these, Minster and Croftwood, are both subsidiaries of the Minster Care Group). Managed by an experienced team of external investment professionals, CRT plc has focused on higher quality homes and tenants which allows for growing but sustainable rents as measured by ongoing rent covers. In addition, as homes naturally age over the life of the long-lease, CRT plc has been able to invest in its assets to improve the environment for residents and staff, to enable tenants to broaden their customer offer and to improve environmental sustainability.

This careful management of the portfolio, alongside a conservative approach to debt, has allowed CRT plc to grow its EPRA NTA per share progressively from 98.2 pence at IPO in 2017 to an EPRA NTA of 119.2 pence as at 31 December 2024. It has also been growing its dividend since IPO, from an annual target of 6 pence per share at IPO to an annual target of 7.2 pence per annum in 2025. Dividends paid since 2021 have been fully covered by CRT plc's Adjusted EPS. A combination of these NAV increases and dividends have delivered to CRT plc Shareholders a Total Accounting Return which has averaged 9 per cent. per annum since IPO.

Despite the significant financial and operational progress that CRT plc has achieved since its IPO, CRT plc has suffered, in common with the entire UK real estate and investment trust market, from a number of recent market issues including a widespread dislocation of share prices from underlying financial fundamentals such as NAV, investors' cost of capital increasing with a higher interest rate background, and reduced access to equity capital markets, especially for smaller market capitalisation stocks. This has hindered CRT plc's ability to grow and exploit the opportunities presented by both economies of scale and a highly fragmented care home market. This is best evidenced by CRT plc's share price which has consistently traded at a discount to its prevailing EPRA NTA per CRT plc Share:

- 31.4 per cent. average discount to EPRA NTA per CRT plc Share over the three-month period ended 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement);
- 27.4 per cent. average discount to EPRA NTA per CRT plc Share over the one-year period ended 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement);
- 16.9 per cent. average discount to EPRA NTA per CRT plc Share over the three-year period ended 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement); and
- 10.7 per cent. average discount to EPRA NTA per CRT plc Share over the five-year period ended 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement).

The CRT plc Board believes that CRT plc's share price discount does not reflect the current value of its individual property assets nor the longer-term prospects of the portfolio. It believes that many of the factors contributing to the discount are macro-economic and non-CRT plc specific and as such CRT plc is unlikely to be able to overcome them in at least the short to medium term. Indeed, the CRT plc Board believes that the market is not giving CRT plc the credit for its operational and financial performance since IPO with a consistent share price discount to EPRA NTA for the last two years which shows little sign of changing. The CRT plc Board considers that this will continue to constrain CRT plc's access to capital as a smaller market listed entity and its ability to take advantage of the opportunities available to it.

In this context CRT plc was approached by CareTrust in late 2024 with a view to it acquiring CRT plc. The CRT plc Board considers that CareTrust has the scale and superior access to capital to fuel CRT plc's growth. After careful consideration together with its financial adviser and having negotiated several

improved proposals from CareTrust, the CRT plc Board believes CareTrust's latest proposal allows shareholders the opportunity to exit fully in cash at a price comfortably in excess of what could be achieved via trading shares in a relatively illiquid open market (in the absence of the Rule 2.7 Announcement).

Accordingly, following careful consideration of the above factors, the CRT plc Board unanimously recommends the Acquisition to CRT plc Shareholders and believes that CRT plc Shareholders should approve the Acquisition.

Whilst CRT plc is an externally managed REIT, in making its recommendation the CRT plc Board has also given consideration to the intentions of CareTrust regarding the existing operational employees of CRT IM, including safeguarding their existing contractual and statutory employment rights.

The CRT plc Board has determined that, during the offer period, it will consult with CareTrust before entering into any agreements for disposals given the impact this would have on the CRT plc platform, other than any disposals for which CRT plc has already announced it has exchanged contracts.

## **5. Irrevocable undertakings**

Bidco has received irrevocable undertakings from each of the CRT plc Directors, each of whom holds CRT plc Shares, to vote in favour of the Scheme at the Court Meeting and the Resolutions (or, if the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of their own beneficial holdings in respect of which they control the voting rights amounting, in aggregate, to 176,334 CRT plc Shares, representing approximately 0.04 per cent. of CRT plc's issued ordinary share capital at close of business on the Latest Practicable Date.

Bidco has also received irrevocable undertakings from Mahesh Patel and Andrew Cowley (both managing partners of CRT IM), CRT IM and the Jogendra Patel Will Trust (of which Mahesh Patel is a trustee for the benefit of close relatives) to vote, or procure the vote, in favour of the Scheme at the Court Meeting and the Resolutions (or, if the Acquisition is implemented by way of a Takeover Offer to accept or procure acceptance of the Takeover Offer) in respect of their entire beneficial holdings of CRT plc Shares amounting, in aggregate, to 12,129,657 CRT plc Shares, representing approximately 2.9 per cent. of CRT plc's issued ordinary share capital at close of business on the Latest Practicable Date.

In total, therefore, irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolutions have been received from CRT plc Shareholders controlling, in aggregate, 12,305,991 CRT plc Shares, representing approximately 3.0 per cent. of CRT plc's issued ordinary share capital at close of business on the Latest Practicable Date.

All of the above irrevocable undertakings remain binding in the event of a competing offer for CRT plc at a price higher than the Acquisition Price.

Further details of these irrevocable undertakings (including the circumstances in which they cease to be binding) are set out in paragraph 6 of Part 7 (*Additional Information*) of this Document. Copies of the irrevocable undertakings are available on CRT plc's website at <https://www.carereit.co.uk/investors/the-offer/> and CareTrust's website at <https://investor.caretrustreit.com/resources/Offer-for-Care-REIT> and will remain on display until the end of the Offer Period.

## **6. Strategic plans and intentions with regard to directors, management, employees, and locations**

### ***Strategic Plans***

CareTrust and Bidco are supportive of CRT plc's strategy of building and managing a portfolio of healthcare real estate assets in UK, diversified by location, tenant and customer base, and focused on higher quality care homes and tenants. CareTrust is committed to continuing that strategy as well as continuing CRT plc's policy of continuous investment in its assets to improve residents' and staff experience and environmental sustainability. As set out in paragraph 3, CareTrust intends to use its scale and superior access to capital to fuel further growth and development of CRT plc's UK platform with existing and new operators.

## **Management and Employees**

CRT plc has no executive directors, management or employees of its own. Its operations are conducted under a management contract with CRT IM.

CareTrust attaches great value to the skill and experience of the external CRT IM team and recognises the important contribution they have made, and continue to make, to the business in developing and managing an attractive portfolio of healthcare real estate assets in UK.

CareTrust intends to continue its review of the terms of the management contract with CRT IM, which will result in one of (i) the acquisition of CRT IM as a going concern, (ii) the termination of the contract in accordance with its terms (which include a 12-month notice period or payment in lieu of notice for early termination), or (iii) a negotiated amendment following completion of the Acquisition. In all such eventualities, CareTrust intends to safeguard fully the existing contractual and statutory employment rights, including pension and TUPE transfer rights, of all existing operational employees of CRT IM, in accordance with applicable law. CareTrust intends to retain most of the CRT IM operational employees in each of these scenarios.

On completion of the Acquisition, as is customary, each of the independent non-executive directors of CRT plc will resign from their office as a director and will receive payment in lieu of notice. CareTrust is grateful to the independent directors of CRT plc for their stewardship of CRT plc.

Other than as set out above, CareTrust does not currently have any intentions that would result in any change to the balance of skills and functions required to operate the business.

## **Listing and Registered Office**

CareTrust intends to delist CRT plc immediately following the Effective Date. Consequently, CRT plc will not require listed company governance structures and, accordingly, it is intended that the CRT plc Directors will cease to be directors of CRT plc with effect from the Effective Date.

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

The registered office of CRT plc will remain unchanged following completion of the Acquisition.

## **Trading Facilities**

CRT plc Shares are currently admitted to trading on the main market of the London Stock Exchange. As set out in paragraph 12 of Part 2 (*Explanatory Statement*) of this Document, an application will be made for the cancellation of trading of CRT plc Shares on the London Stock Exchange with effect from or shortly following the Effective Date.

## **Statements**

None of the statements in this paragraph 6 are “**post-offer undertakings**” for the purposes of Rule 19.5 of the Takeover Code.

## **7. CRT plc’s current trading and prospects**

On 13 March 2025, CRT plc reported its financial results for the 12 months ended 31 December 2024.

As at 31 December 2024, the EPRA NTA was £493.97 million or 119.2 pence per CRT plc Share and property investments, which were independently valued property by property, were valued at £679.0 million. Total rental income rose, mainly due to a 3.6 per cent. increase from annual rent reviews, which has in turn driven a 1.9 per cent. increase in Adjusted EPS (and EPRA EPS increased 2.4 per cent.) CRT plc’s cash position increased slightly from £9.4 million as at 31 December 2023 to £10.5 million as at 31 December 2024, and CRT plc has £52.2m of uncommitted debt facilities as at 31 December 2024. EPRA (net) LTV as at 31 December 2024 was 28.4 per cent. and the target dividend was 107 per cent. covered by Adjusted EPS.

In the statement accompanying those results, I noted that: *“This year has been yet another year of progress for Care REIT, with our tenants continuing to strengthen their businesses, which in turn makes our business even more secure. We own quality care homes with good operators and play an ever more*



*important role in the health infrastructure of the UK. The country needs more care homes to cope with an ageing population and to relieve stress on the NHS that struggles to discharge elderly patients with continuing care needs. The Board believes that our model of inflation-based rent reviews, with high rental cover, in a market where supply is very constrained and demand rising, continues to offer the basis for profitable growth. We believe that we could profitably invest more capital, both to acquire more care homes and to invest in enhancing our existing portfolio, but we remain constrained by high interest rates and the high discounts to net asset value that affect the UK REIT sector generally. This means that we cannot raise more capital to grow the business and achieve our potential.”*

A copy of such announcement and statement has been made available on the CRT plc website at <https://www.carereit.co.uk/investors/reporting-centre/>.

## **8. Action to be taken by CRT plc Shareholders**

Details of the approvals being sought at the Court Meeting and the General Meeting and the action to be taken by CRT plc Shareholders in respect of the Acquisition and the Scheme Shareholders in relation to the Scheme are set out in paragraphs 9 and 17 of Part 2 (*Explanatory Statement*) of this Document.

Details relating to the de-listing of CRT plc Shares are included in paragraph 12 of Part 2 (*Explanatory Statement*) of this Document.

## **9. Overseas Shareholders**

Overseas Shareholders should refer to paragraph 15 of Part 2 (*Explanatory Statement*) of this Document.

## **10. Sanctions Disqualified Shareholders**

Sanctions Disqualified Shareholders should refer to paragraph 7 of Part 2 (*Explanatory Statement*) of this Document in respect of the implications of the Scheme and the Acquisition on their holdings of Scheme Restricted Shares.

## **11. United Kingdom taxation**

**Your attention is drawn to Part 6 (*United Kingdom Taxation*) of this Document. This summary is intended as a general guide only to certain aspects of the UK tax consequences of the Acquisition for UK-resident CRT plc Shareholders who hold their CRT plc Shares as an investment and not by reason of employment. If you are in any doubt as to your tax position, or if you are subject to taxation in any jurisdiction other than the UK, you should consult an appropriate independent professional tax adviser.**

## **12. Further information**

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

A copy of this Document (and all the information incorporated into this Document by reference to another source) and the Forms of Proxy are and will be available, subject to certain restrictions relating to Overseas Shareholders in Restricted Jurisdictions, for inspection on CRT plc's website at <https://www.carereit.co.uk/investors/the-offer/> and CareTrust's website at <https://investor.caretrustreit.com/resources/Offer-for-Care-REIT>.



### 13. Recommendation

The CRT plc Board, who have been so advised by Jefferies as to the financial terms of the Acquisition, unanimously consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the CRT plc Board, Jefferies has taken into account the commercial assessments of the CRT plc Directors. Jefferies is providing independent financial advice to the CRT plc Directors for the purpose of Rule 3 of the Takeover Code.

The CRT plc Directors consider the Acquisition to be in the best interests of the CRT plc Shareholders taken as a whole. Accordingly, the CRT plc Board unanimously recommends that Scheme Shareholders vote or procure votes to approve the Scheme at the Court Meeting and that CRT plc Shareholders vote or procure votes in favour of the Resolutions at the General Meeting, as the CRT plc Directors have irrevocably undertaken to do (or procure to be done) in respect of their own holdings in respect of which they control the voting rights being, in aggregate, 176,334 CRT plc Shares representing approximately 0.04% per cent. of the ordinary share capital of CRT plc in issue as at the Latest Practicable Date.

Yours faithfully,

**Simon Laffin**  
*Chair*  
Care REIT plc

## PART 2

### EXPLANATORY STATEMENT

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

# Jefferies

2 April 2025

*To: Care REIT plc shareholders and, for information only, to persons with information rights*

Dear All

#### **RECOMMENDED CASH ACQUISITION OF CARE REIT PLC BY CR UNITED BIDCO LTD (“BIDCO”), A WHOLLY-OWNED SUBSIDIARY OF CARETRUST REIT, INC. (“CARETRUST”)**

### **1. Introduction**

On 11 March 2025, the boards of directors of CareTrust and CRT plc jointly announced that they had reached agreement on the terms and conditions of a recommended all cash acquisition of the entire issued and to be issued ordinary share capital of CRT plc (excluding any Scheme Restricted Shares) by Bidco, to be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.

**Your attention is drawn to the letter set out in Part 1 (*Letter from Chair of CRT plc*) of this Document, which, together with the other parts of this Document, forms part of this Explanatory Statement. That letter contains, among other things, (i) information on the reasons for the Acquisition, (ii) the unanimous recommendation by the CRT plc Board to Scheme Shareholders to vote in favour of the resolution approving the Scheme to be proposed at the Court Meeting and to CRT plc Shareholders to vote in favour of the Resolutions to be proposed at the General Meeting, and (iii) an explanation of the background to and reasons for the CRT plc Directors' recommendation of the Acquisition.**

The CRT plc Board have been advised by Jefferies in connection with the Acquisition and the Scheme. Jefferies has been authorised by the CRT plc Board to write to you and explain the terms of the Acquisition and the Scheme and to provide you with other relevant information. In giving its advice, Jefferies is advising the CRT plc Directors in relation to the Acquisition and is not acting for any CRT plc Director in their personal capacity or for any CRT plc Shareholder in relation to the Acquisition. Jefferies 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 Acquisition. In particular, Jefferies will not owe any duties or responsibilities to any particular CRT plc Shareholder concerning the Acquisition. Please note that dates and timings set out in this Explanatory Statement are indicative only and may be subject to change. The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this Document. Your attention is also drawn to the additional information set out in Part 7 (*Additional Information*) of this Document.

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

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

### **2. Summary of the terms of the Acquisition and Scheme**

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

The purpose of the Scheme is to provide for Bidco to become the holder of the entire issued share capital of CRT plc (excluding Scheme Restricted Shares). This is to be achieved by the transfer of Scheme Shares to Bidco, in consideration for which the Scheme Shareholders on the register of members of CRT plc at the Scheme Record Time will be entitled to receive the Acquisition Price.

Under the terms of the Acquisition, CRT plc Shareholders who are on the register of members of CRT plc at the Scheme Record Time will be entitled to receive:

**for each CRT plc Share: 108 pence in cash.**

The Acquisition Price values the entire issued and to be issued ordinary share capital of CRT plc at approximately £448 million and represents a premium of approximately:

- 32.8 per cent. to the closing price per CRT plc Share of 81.3 pence on 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement);
- 36.0 per cent. to the volume weighted average price per CRT plc Share of 79.4 pence for the one-month period ended 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement);
- 34.1 per cent. to the volume weighted average price per CRT plc Share of 80.6 pence for the three-month period ended 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement); and
- 28.1 per cent. to the volume weighted average price per CRT plc Share of 84.3 pence for the 12-month period ended 10 March 2025 (being the last Business Day before the Rule 2.7 Announcement).

Appendix 1 of this Document contains a valuation report from the Property Valuer in respect of CRT plc's property portfolio as at 31 December 2024 pursuant to the requirements of Rule 29 of the Takeover Code. The Property Valuer has given and not withdrawn its consent to the publication of its valuation report in this Document in the form and context in which it is included.

If any dividend and/or other distribution and/or other return of capital is authorised, declared, made or paid or becomes payable in respect of CRT plc Shares on or after the Announcement Date and before the Effective Date, Bidco reserves the right to reduce the Acquisition Price by the aggregate amount of such dividend and/or other distribution and/or other return of capital.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders irrespective of whether or not they attended or voted and, if they voted, whether they voted for or against the Scheme, at the Court Meeting or the General Meeting. It is expected that, subject to the satisfaction of all relevant conditions, the Scheme will become Effective during the second quarter of 2025.

### **3. Background to and reasons for the recommendation**

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

### **4. Information on CRT plc**

CRT plc launched in March 2017 with an investment objective of providing an income focused total return to shareholders via investing in long leased healthcare real estate assets in the UK.

CRT plc acquires, renovates, extends and redevelops high quality healthcare real estate assets in the UK and lets these assets on long-term full repairing and insuring leases to high-quality established healthcare operators which offer good quality care, under leases which provide CRT plc with attractive levels of rent cover.

CRT plc has today built an attractive property portfolio valued at approximately £679 million as at 31 December 2024, with an aggregate annual contracted rent roll of approximately £51 million. This portfolio is diversified by geography, tenant and customer base across 137 different homes and 15 different tenants (it being noted that two of these, Minster and Croftwood, are both subsidiaries of the Minster Care Group). Managed by an experienced team of external investment professionals, CRT plc has focused on higher quality homes and tenants which allows for growing but sustainable rents as

measured by ongoing rent covers. In addition, as homes naturally age over the life of the long-lease, CRT plc has been able to invest in its assets to improve the environment for residents and staff, to enable tenants to broaden their customer offer and to improve environmental sustainability

Further details on CRT plc's current trading and prospects can be found at paragraph 7 of Part 1 (*Letter from the Chair of CRT plc*) of this Document.

## **5. Information on CareTrust and Bidco**

CareTrust is a NYSE-listed company (NYSE: CTRE) with an equity market capitalisation of approximately US\$5.4 billion (£4.2 billion).

CareTrust is a self-administered real estate investment trust engaged in the ownership, acquisition, development and leasing of seniors housing and healthcare-related properties. CareTrust has been actively diversifying its portfolio over the last 10 years, which spans 34 states in the US, with over 400 net-leased properties, approximately 43,000 operating beds / units, and 34 operators. All owned properties are leased to tenants under long-term, triple net / FRI leases that include either fixed or CPI-based annual rent escalators. From time to time, CareTrust also extends secured mortgage loans to healthcare owners and operators, secured by healthcare-related properties, and secured mezzanine loans to healthcare owners and operators, secured by membership interests in the borrowers and/or their affiliates. CareTrust also partners with third-party institutional investors to invest in healthcare real estate through joint ventures.

Bidco is an indirect, wholly-owned subsidiary of CareTrust, which has been incorporated for the purposes of effecting the Acquisition.

## **6. Financing of the Acquisition**

CareTrust will finance the consideration payable under the Acquisition by utilising CareTrust's Revolving Credit Facility.

In accordance with Rule 2.7(d) of the Takeover Code, Piper Sandler, in its capacity as financial adviser to Bidco, is satisfied that sufficient resources are available to Bidco to satisfy in full the Cash Consideration payable to Scheme Shareholders under the terms of the Acquisition.

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

## **7. Sanctions Disqualified Shareholders**

In connection with the Russia-Ukraine conflict, the United Kingdom, the European Union, the United States and other countries have imposed broad-ranging economic sanctions against officials, individuals, regions, companies and industries in Russia. The sanctions consist of (among other things) asset freezes and other restrictions on certain individuals and entities, and restrictions on certain trade and financial transactions involving Russia. Other sanctions restrictions have been implemented in the United Kingdom, the European Union, the United States and other countries in response to other global conflicts.

To the extent that any person with any direct or indirect interest in CRT plc Shares is a Sanctions Disqualified Shareholder, the CRT plc Shares held by, for or on behalf of such Sanctions Disqualified Shareholder are Scheme Restricted Shares. The transfer of Scheme Restricted Shares is restricted; therefore, any Scheme Restricted Shares will not form part of, and will not be transferred to Bidco pursuant to, the Scheme. No Sanctions Disqualified Shareholder will be entitled to vote at the Court Meeting or General Meeting or to appoint a proxy to exercise all or any votes on behalf of such Sanctions Disqualified Shareholder at the Meetings. Subject to compliance with applicable Sanctions, it is anticipated that any person who is a Sanctions Disqualified Shareholder solely because such person's CRT plc Shares are held, directly or indirectly, through a nominee which is a Sanctions Disqualified Agent would cease to be a Sanctions Disqualified Shareholder (and thereby able to participate in the Acquisition in accordance with the terms and conditions of the Acquisition) following a transfer of its CRT plc Shares to a nominee or other person which is neither a Sanctions Disqualified Agent nor a Sanctions Disqualified Person. Subject to compliance with applicable Sanctions, the CRT plc Board has contacted any such persons of which it is aware to inform them of this possibility.

Under the terms of the Acquisition and the Scheme, the transfer of Scheme Restricted Shares will continue to be restricted and all other rights, save for the right to receive dividends (subject as described below) which would otherwise attach to Scheme Restricted Shares will not be exercisable (including, but not limited to, voting rights, rights to receive notices of and/or attend meetings, rights to receive information, rights to participate in share buy backs and, pre-emption rights), for as long as a direct or indirect interest holder in such Scheme Restricted Shares is a Sanctions Disqualified Shareholder. Any rights to receive dividends in respect of Scheme Restricted Shares shall subsist but such dividends will continue to be paid into a blocked account in accordance with applicable Sanctions while a Sanctions Disqualified Shareholder has any direct or indirect interest in such Scheme Restricted Shares. It is also proposed that CRT plc's Articles will be amended to include such restrictions and the right for Bidco or such other person as CareTrust or Bidco may direct to compulsorily acquire any Scheme Restricted Shares for the same consideration per CRT plc Share as is payable pursuant to the Acquisition upon it becoming legally permissible to do so. Please refer to the Scheme in Part 4 (*The Scheme of Arrangement*) and the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this Document.

After the Scheme Record Time but on or before the Effective Date, entitlements to Scheme Restricted Shares held within the CREST system may be cancelled and any such holdings of Scheme Restricted Shares may then be noted as certificated holdings on CRT plc's register of members.

## **8. CRT plc Directors and the effect of the Scheme on their interests**

Details of the interests of the CRT plc Directors in the share capital of CRT plc are set out in paragraph 5.2 of Part 7 (*Additional Information*) of this Document. Scheme Shares held by the CRT plc Directors at the Scheme Record Time will be subject to the Scheme as set out in their irrevocable undertakings.

CRT plc Directors have irrevocably undertaken to vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting and, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer, in each case in respect of their own legal and/or beneficial holdings. Further details of these irrevocable undertakings, including the circumstances in which they cease to be binding, are set out in paragraph 6 of Part 7 (*Additional Information*) of this Document.

The Chair and CRT plc Directors will resign from their office as Directors with effect from the Effective Date and will receive payment in lieu of notice.

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

## **9. Description of the Scheme and the Meetings**

### **9.1 The Scheme**

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

The purpose of the Scheme is to provide for Bidco to become the holder of the entire issued and to be issued share capital of CRT plc (excluding any Scheme Restricted Shares). This is to be achieved by transferring the Scheme Shares held by Scheme Shareholders to Bidco, in consideration for which Bidco will pay the Acquisition Price in cash on the basis set out in this Part 2.

### **9.2 CRT plc Meetings**

Before the Court's sanction can be sought for the Scheme, the Scheme requires approval by the passing of a resolution at the Court Meeting. The resolution must be approved by a majority in number of the Scheme Shareholders present and voting (and entitled to vote), either in person or by proxy, representing not less than 75 per cent. in value of the Scheme Shares voted by such Scheme Shareholders. In addition, the Resolutions must be passed at the General Meeting to authorise the CRT plc Directors to

implement the Scheme and deal with certain ancillary matters (which requires the approval of CRT plc Shareholders present and voting representing at least 75 per cent. of the votes cast at the General Meeting (either in person or by proxy)). The General Meeting will be held immediately after the Court Meeting. Notices of the Court Meeting and the General Meeting are set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively.

Save as set out below, all holders of Scheme Shares whose names appear on the register of members of CRT plc at the Voting Record Time, or, if any such Meeting is adjourned, on the register of members at 6.30 p.m. on the date which is two days (excluding any day which is not a Business Day) before the date set for such adjourned Meeting, will be entitled to attend and vote at the Court Meeting and the General Meeting, in respect of the Scheme Shares registered in their name at the relevant time.

The Court Meeting and the General Meeting will be held at Travers Smith LLP, 10 Snow Hill, London EC1A 2AL.

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

(a) *Court Meeting*

The Court Meeting has been convened with the permission of the Court for 10.00 a.m. on 29 April 2025 for Scheme Shareholders to consider and, if thought fit, approve the Scheme.

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

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

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

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

(b) *General Meeting*

The General Meeting has been convened for 10.15 a.m. on 29 April 2025, or as soon after that time as the Court Meeting has concluded or been adjourned, for CRT plc Shareholders to consider and, if thought fit, pass the Resolutions necessary to implement the Scheme and certain related matters.

The Resolutions are proposed to approve:

- (i) giving the CRT plc Directors the authority to take all necessary action to carry the Scheme into effect, including the arranging of the cancellation of the listing of Shares in the Official List and of trading of the CRT plc Shares on the Main Market;
- (ii) amending the CRT plc Articles as described in paragraph 9.3 below; and
- (iii) re-registering the Company as a private company.

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



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

(c) *Sanction Hearing*

Under the Companies Act, the Scheme requires the sanction of the Court. The hearing by the Court to sanction the Scheme is currently expected to be held on 7 May 2025, subject to the prior satisfaction or waiver of the other Conditions set out in Part 3 (*Conditions to and Further Terms of the Scheme and the Acquisition*) of this Document.

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

Following sanction of the Scheme by the Court, the Scheme will become Effective in accordance with its terms upon a copy of the Court Order being delivered to the Registrar of Companies. This is presently expected to occur two Business Days after the date of the Sanction Hearing, subject to satisfaction (or, where applicable, waiver) of the Conditions.

CRT plc and/or Bidco will make an announcement through a Regulatory Information Service as soon as practicable following the Scheme becoming Effective.

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

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

The Acquisition shall lapse if:

- the Court Meeting and the General Meeting are not held on or before 21 May 2025, being the 22nd day after 29 April 2025 (or such later date as may be agreed between Bidco and CRT plc with the consent of the Panel (and that the Court may allow, if required));
- the Sanction Hearing to approve the Scheme is not held on or before 29 May 2025, being the 22nd day after the expected date of such hearing (or such later date as may be agreed between Bidco and CRT plc); or
- the Scheme does not become Effective by the Long Stop Date,

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

### **9.3 Amendments to CRT plc's articles of association**

It is proposed, as part of the Resolutions to be proposed at the General Meeting, that the CRT plc Articles be amended to ensure that:

- any CRT plc Shares issued on or after the Voting Record Time and on or before the Scheme Record Time will be subject to the Scheme and the holders of such shares will be bound by the terms of the Scheme;
- subject to the Scheme becoming Effective, any CRT plc Shares issued to any person other than Bidco or its nominee(s) on or after the Scheme Record Time will be automatically acquired by Bidco for cash consideration equal to the value of the Cash Consideration;

- all rights (save for dividend rights, treatment of which is set out in Parts 4 (*The Scheme of Arrangement*) and 10 (*Notice of General Meeting*) of this Document) which would otherwise attach to Scheme Restricted Shares will not be exercisable (including, but not limited to, voting rights, rights to receive notices of and/or attend meetings, rights to receive information, rights to participate in share buy backs and, pre-emption rights) for as long as a direct or indirect interest holder in such Scheme Restricted Shares is a Sanctions Disqualified Shareholder;
- upon any Sanctions Disqualified Shareholder ceasing to be a Sanctions Disqualified Shareholder or upon Bidco having obtained the relevant licences in accordance with applicable Sanctions, Bidco may oblige such a shareholder to transfer its shares immediately to Bidco or as it may direct for cash consideration equal to the value of the Cash Consideration; and
- in the event of any reorganisation of or material alteration to the share capital of CRT plc carried out after the Effective Date, the value of the cash consideration payable by Bidco upon the automatic acquisition by it of any CRT plc Share issued to any person other than itself or its nominee(s) after such reorganisation or alteration shall be adjusted so as to reflect such reorganisation or alteration.

These provisions will avoid any person (other than Bidco and/or its nominee(s)) holding CRT plc Shares after the Scheme becomes Effective or after any Sanctions Disqualified Shareholder ceases to be a Sanctions Disqualified Shareholder. Paragraph (b) of the Resolutions set out in the notice of the General Meeting in Part 10 (*Notice of General Meeting*) of this Document seeks the approval of CRT plc Shareholders for such amendments.

#### **9.4 Entitlement to vote at the Meetings**

Each Scheme Shareholder who is entered in CRT plc's register of members at the Voting Record Time (6.30 p.m. on 25 April 2025) will be entitled to attend and vote on all resolutions to be put to the Court Meeting and the General Meeting. If either Meeting is adjourned, only those Scheme Shareholders on the register of members at 6.30 p.m. on the day which is two days (excluding any day which is not a Business Day) before the adjourned Meeting will be entitled to attend and vote. Each eligible CRT plc Shareholder is entitled to appoint a proxy or proxies to attend and, on a poll, to vote instead of them. A proxy need not be a shareholder of CRT plc but must attend the Meetings.

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

If you are in any doubt as to whether or not you are permitted to vote at the Meetings, please contact the Shareholder Helpline, on 0370 703 0340 (or +44 370 703 0340 if calling from outside the UK). Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The Shareholder Helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales). Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the Shareholder Helpline cannot provide advice on the merits of the Scheme nor give any financial, investment, legal or tax advice.

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

#### **9.5 Modifications to the Scheme**

The Scheme contains a provision for CRT plc and Bidco jointly to consent (on behalf of all concerned) to any modification of, or addition to, the Scheme or to any condition which the Court may approve or impose. The Court would be unlikely to approve of or impose any modification of, addition or condition to, the Scheme which might be material to the interests of Scheme Shareholders unless Scheme Shareholders were informed of any such modification, addition or condition. It would be a matter for the Court to decide, in its discretion, whether or not a further meeting of Scheme Shareholders should be held in those circumstances. Once the Scheme has taken effect, it will not be capable of being modified.

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

## 9.6 Implementation by way of a Takeover Offer

Bidco reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme with the consent of the Panel and subject to the terms of the Cooperation Agreement.

In such event, such Takeover Offer will be implemented on substantially the same or improved terms as those which would apply to the Scheme subject to appropriate amendments (in accordance with the terms of the Cooperation Agreement) to reflect the change in method of effecting the Acquisition, including (without limitation) the inclusion of an acceptance condition that shall be set at not less than 75 per cent. of the relevant CRT plc Shares (or such lesser percentage as Bidco and CRT plc may agree with, to the extent necessary, the consent of the Panel, being in any case more than 50 per cent. of the relevant CRT plc Shares.)

Further, if sufficient acceptances of such Takeover Offer are received or sufficient CRT plc Shares are otherwise acquired, Bidco intends to apply the provisions of the Companies Act to acquire compulsorily any outstanding CRT plc Shares (other than any Scheme Restricted Shares) to which such Takeover Offer relates.

## 10. Conditions to the Acquisition

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

- approval of the Scheme by a majority in number of the Scheme Shareholders who are present and vote (and entitled to vote), either in person or by proxy, at the Court Meeting, or any adjournment of that Meeting, and who represent 75 per cent. or more in value of all Scheme Shares voted by such Scheme Shareholders;
- the Resolutions being duly passed by the requisite majority at the General Meeting, or any adjournment of that Meeting; and
- the sanction of the Scheme by the Court and the delivery of a copy of the Court Order for registration to the Registrar of Companies.

The Scheme can only become Effective if all Conditions to the Scheme, including shareholder approvals and the sanction of the Court, have been satisfied (unless, where applicable, the relevant Condition is waived). The Scheme will become Effective upon a copy of the Court Order being delivered to the Registrar of Companies for registration. Subject to the sanction of the Scheme by the Court, this is expected to occur during the second quarter of 2025. Unless the Scheme becomes Effective by the Long Stop Date, the Acquisition will not proceed. However, the Long Stop Date may be extended to such later date as CRT plc and Bidco may agree in writing (with the Panel's consent and as the Court may approve (should such approval(s) be required)).

## 11. Offer-related arrangements

### **Confidentiality Agreement**

CareTrust and CRT plc entered into a confidentiality agreement on 8 January 2025 (the “**Confidentiality Agreement**”) pursuant to which each party has undertaken to, among other things: (a) keep confidential information relating to, inter alia, the Acquisition and not disclose it to third parties (other than authorised representatives) unless required by law or regulation; and (b) use the confidential information for the sole purpose of evaluating and negotiating the Acquisition. The Confidentiality Agreement has a term of two years.

### **Cooperation Agreement**

On 11 March 2025, CareTrust Guarantor, Bidco and CRT plc entered into a cooperation agreement in relation to the Acquisition (the “**Cooperation Agreement**”), pursuant to which, amongst other things, Bidco and CRT plc agreed to certain provisions if the Scheme should switch to a Takeover Offer. The obligations of Bidco under the Cooperation Agreement are guaranteed by CareTrust Guarantor.

The Cooperation Agreement will terminate:

- (i) if agreed in writing between the parties at any time prior to the Effective Date;
- (ii) upon written notice from Bidco to CRT plc if an Adverse Recommendation Change (as defined in the Cooperation Agreement) occurs; and
- (iii) upon written notice from Bidco to CRT plc or CRT plc to Bidco, if:
  - i. prior to the Long Stop Date, any Condition has been invoked by Bidco (where the invocation of the relevant Condition is permitted by the Panel);
  - ii. a Competing Proposal (as defined in the Cooperation Agreement) is: (a) recommended by the CRT plc Board or any committee thereof; or (b) completes, becomes effective or is declared or becomes unconditional;
  - iii. the Acquisition is, with the permission of the Panel (if required), terminated, withdrawn or lapses in accordance with its terms prior to the Long Stop Date (other than where such lapse or withdrawal is as a result of the exercise of Bidco's right to effect a Switch (as defined in the Cooperation Agreement) and such Switch is an Agreed Switch (as defined in the Cooperation Agreement));
  - iv. the Scheme is not approved by the requisite majority of the Scheme Shareholders at the Court Meeting, the Resolutions are not passed by the requisite majority of the CRT plc Shareholders at the General Meeting, or the Court refuses to sanction the Scheme and, in any such case, within two Business Days of a request from Bidco following such occurrence, CRT plc fails to give its consent to implement the Acquisition by way of a Takeover Offer rather than the Scheme;
  - v. the Court Meeting or the General Meeting or the Court Hearing is/are not held on or by 21 May 2025, being the 22nd day after 29 April 2025 (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required)); or
  - vi. unless otherwise agreed by the parties in writing, the Effective Date has not occurred by the Long Stop Date.

The above summary of the Cooperation Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the text of the Cooperation Agreement, which is available for inspection as described in paragraph 8.1 of Part 7 (*Additional Information*) of this Document.

## **12. Cancellation of listing of CRT plc Shares**

Before the Scheme becomes Effective, it is intended that applications will be made to the London Stock Exchange to cancel trading in CRT plc Shares on the Main Market and to the FCA to cancel the listing of the CRT plc Shares from the Official List, in each case with effect from or shortly following the Effective Date (but for the avoidance of doubt such cancellation shall not take effect before the Effective Date). The last day of dealings in, and registration of transfers of, CRT plc Shares on the London Stock Exchange is expected to be the Business Day immediately prior to the Effective Date.

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

## **13. Settlement**

Subject to the Scheme becoming Effective, settlement of the Cash Consideration to which any Scheme Shareholder is entitled will be effected as soon as practicable and in any event not later than 14 days after the Effective Date in the manner set out below.

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

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

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

After the Scheme Record Time but on or before the Effective Date, entitlements to Scheme Restricted Shares held within the CREST system may be cancelled and any such holdings of Scheme Restricted Shares may then be noted as certificated holdings on CRT plc's register of members.

Notwithstanding the above, Bidco reserves the right to settle all or part of such consideration due to the holders of Scheme Shares held in uncertificated form in the manner set out in paragraph 13.2 below.

### **13.2 Shares held in certificated form**

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

- (i) if such Scheme Shareholder has set up an Electronic Payment Mandate, by way of an electronic payment to such account as indicated in such Electronic Payment Mandate;
- (ii) if such Scheme Shareholder has not set up an Electronic Payment Mandate, by cheque drawn on the branch of a UK clearing bank and despatched by first class post (or international standard post, if overseas) to the address appearing on the CRT plc share register at the Scheme Record Time (or, in the case of joint holders, to the address of that joint holder whose name stands first in the said register in respect of such joint holding); or
- (iii) by such other method as may be approved by the Panel.

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

In the case of Scheme Shareholders that have not encashed cheques within six months from the Effective Date, the consideration due to such Scheme Shareholders under the Scheme will be held by Computershare for a period of 12 years from the Effective Date, in a separate UK bank account established solely for that purpose, and such Scheme Shareholders may (subject to the legal requirements of any jurisdiction relevant to such Scheme Shareholders) claim the consideration due to them upon request to Computershare at any time during the period of 12 years from the Effective Date.

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

### **13.3 General**

None of CRT plc, Bidco nor any of their nominees or respective agents will be responsible for any loss or delay in the transmission of Cash Consideration sent in any manner described above, and such Cash Consideration will be sent at the risk of the person entitled to it. All documents and remittances sent through the post or electronically will be sent at the risk of the person(s) entitled thereto.

Save with the consent of the Panel, settlement of Cash Consideration to which any Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms set out in this Part 2 (*Explanatory Statement*) of this Document without regard to any lien, right of set off, counterclaim or analogous right to which Bidco may otherwise be, or claim to be, entitled against any Scheme Shareholder.



## 14. United Kingdom taxation

CRT plc Shareholders should read Part 6 (*United Kingdom Taxation*) of this Document which is intended as a general guide only to certain aspects of the United Kingdom tax consequences of the Acquisition for UK resident shareholders who hold their CRT plc Shares as an investment and not by reason of employment. **If CRT plc Shareholders are in any doubt as to their tax position, or if they are subject to taxation in any jurisdiction other than the UK, they should consult an appropriate independent professional tax adviser as to the tax consequences of the Acquisition.**

## 15. Overseas Shareholders

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

The release, publication or distribution of this Document in jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Document comes should inform themselves about and observe such restrictions. In particular, the ability of persons who are not resident in the United Kingdom to vote their CRT plc Shares with respect to the Scheme at the Court Meeting or the General Meeting, or to appoint another person as proxy, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with any such 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 Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This Document and any accompanying documents have been prepared for the purposes of complying with English law and the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside England.

Unless otherwise determined by Bidco or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such means from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Document and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Document and all documents relating to the Acquisition (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

## 16. Further information

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

## 17. Actions to be taken

### ***Sending Forms of Proxy by post or by hand***

Scheme Shareholders will receive a BLUE Form of Proxy for the Court Meeting and CRT plc Shareholders will receive a WHITE Form of Proxy for the General Meeting. Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them to Computershare either: (i) by post or (ii) during normal business hours only, by hand to Computershare at The Pavilions, Bridgwater Road, Bristol, BS99 6ZY, so as to be received as soon as possible and, in any event, not later than 10.00 a.m. and 10.15 a.m. respectively, on 25 April 2025 (or, in the case of adjournment(s), not later



than 48 hours before the time fixed for the adjourned Meeting(s), excluding any day which is not a Business Day). If the BLUE Form of Proxy for the Court Meeting is not received by the above time, it may be handed to a representative of Computershare, on behalf of the Chair of the Court Meeting, or to the Chair of the Court Meeting before the start of that Meeting and it will be valid. However, in the case of the General Meeting, the WHITE Form of Proxy must be received by the time mentioned above, or it will be invalid.

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

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

### ***Electronic appointment of proxies through CREST***

If you hold your CRT plc Shares in uncertificated form (that is, in CREST) and are not a Sanctions Disqualified Shareholder you may vote using the CREST voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the notices of the Meetings set out in Parts 9 (*Notice of Court Meeting*) and 10 (*Notice of General Meeting*) of this Document respectively).

Proxies submitted via CREST (under CREST ID 3RA50) must be received by Computershare by no later than 10.00 a.m. on 25 April 2025 in the case of the Court Meeting and by no later than 10.15 a.m. on 25 April 2025 in the case of the General Meeting (or, in the case of an adjournment Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a day which is not a Business Day) prior to the time and date set for the adjourned Meeting).

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

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

CRT plc may treat as invalid a CREST Proxy Instruction in the circumstances set out in the CREST Regulations.

Sanctions Disqualified Shareholders are not entitled to vote at the Court Meeting or General Meeting and CRT plc will treat as invalid any CREST Proxy Instruction made or purported to be made by or on behalf of any Sanctions Disqualified Shareholder.

### ***Online appointment of proxies***

As an alternative to completing and returning the accompanying Forms of Proxy, you may submit your proxy electronically by accessing Computershare's online voting portal [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy). For security purposes, you will be asked to enter the control number, your shareholder reference number (SRN) and personal identification number (PIN) to validate the submission of your proxy online. The control number, members' individual SRN and PIN numbers are shown on the accompanying Forms of Proxy. If you are a member of CREST you may be able to use the CREST electronic proxy appointment service.

For an electronic proxy appointment to be valid, the appointment must be received by Computershare no later than 10.00 a.m. on 25 April 2025 for the Court Meeting and 10.15 a.m. on 25 April 2025 for the General Meeting (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the adjourned Meeting(s) (excluding any part of such 48-hour period falling on a day which is not a Business Day)). Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

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

Any purported appointment proxy appointment by a Sanctions Disqualified Shareholder will be treated as invalid.

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

### ***Shareholder Helpline***

If you have any questions relating to this Document or the completion and return of your Forms of Proxy, please contact the Shareholder Helpline, on 0370 703 0340 (or +44 370 703 0340 if calling from outside the UK). Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The Shareholder Helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales). Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the Shareholder Helpline cannot provide advice on the merits of the Scheme nor give any financial, investment, legal or tax advice.

Yours faithfully,

**Tom Yeadon**  
*Managing Director*  
for and on behalf of  
Jefferies International Limited

## **PART 3**

### **CONDITIONS TO AND FURTHER TERMS OF THE SCHEME AND THE ACQUISITION**

#### **A. Conditions to the Scheme and the Acquisition**

1. The Acquisition is conditional upon the Scheme becoming unconditional and Effective, subject to the Takeover Code, by not later than the Long Stop Date.

#### **Scheme approval**

2. The Scheme becoming Effective is subject to the following conditions:

a)

- (i) approval of the Scheme at the Court Meeting and at any separate class meeting that may be required by a majority in number of the Scheme Shareholders (or the relevant class or classes thereof, if applicable) present, entitled to vote and voting, either in person or by proxy, representing 75 per cent. or more in value of the Scheme Shares held by those Scheme Shareholders; and
- (ii) such Court Meeting and any separate class meeting which may be required by the Court or any adjournment of any such meeting being held on or before the 22nd day after the expected date of the meeting set out in this Document (or such later date as may be agreed by Bidco and CRT plc and the Court may allow);

b)

- (i) all resolutions in connection with or required to approve and implement the Scheme as set out in the notice of the General Meeting (including, without limitation, the Resolutions) being duly passed by the requisite majority or majorities at the General Meeting; and
- (ii) such General Meeting being held on or before the 22nd day after the expected date of the meeting set out in this Document (or such later date as may be agreed by Bidco and CRT plc and the Court may allow); and

c)

- (i) the sanction of the Scheme by the Court (without modification or with modification on terms acceptable to CRT plc and Bidco) and the delivery of a copy of the Court Order to the Registrar of Companies; and
- (ii) the Court Hearing being held on or before the 22nd day after the expected date of the Court Hearing set out in this Document (or such later date as may be agreed by Bidco and CRT plc and the Court may allow).

3. In addition, subject as stated in Parts B, C, and D below and to the requirements of the Panel and the Takeover Code, Bidco and CRT plc have agreed that the Acquisition is conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless such Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

#### **Other notifications, waiting periods and Authorisations**

- a) all notifications, filings or applications which are necessary under applicable legislation or regulation of any relevant jurisdiction having been made in connection with the Acquisition and all necessary waiting periods (including any extensions thereof) under any applicable legislation or regulation of any relevant jurisdiction having expired, lapsed or been terminated (as appropriate) and all applicable statutory and/or regulatory obligations in any jurisdiction having been complied with in each case in respect of the Acquisition and all Authorisations necessary or appropriate in any jurisdiction for or in respect of the Acquisition and, except pursuant to Chapter 3 of Part 28 of the Companies Act, the acquisition or the proposed acquisition of any shares or other securities in, or control or management of, CRT plc or any other member of the Wider CRT plc Group by any member of the Wider Bidco Group having been obtained in terms and in a form satisfactory to Bidco (acting reasonably) from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any persons

or bodies with whom any member of the Wider CRT plc Group or the Wider Bidco Group has entered into contractual arrangements and all such Authorisations necessary to carry on the business of any member of the Wider CRT plc Group in any jurisdiction which are material in the context of the Wider Bidco Group or the Wider CRT plc Group as a whole or in respect of the Acquisition having been obtained and all such material Authorisations remaining in full force and effect at the time at which the Acquisition becomes Effective or otherwise wholly unconditional and there being no notice or intimation of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations and all such necessary statutory or regulatory obligations in any jurisdiction having been complied with;

### General regulatory

- b) all authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals (each a “**Clearance**”) deemed necessary by Bidco (acting reasonably) for or in respect of the Acquisition (including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control of, CRT plc or any member of the Wider CRT plc Group by Bidco) having been obtained from the relevant authorities, and in each case in terms and in a form and subject to conditions that are satisfactory to Bidco (acting reasonably) and all such Clearances 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 of the Scheme becoming Effective (or, if the Acquisition is implemented by way of a Takeover Offer, at the time of the Takeover Offer becoming unconditional as to acceptances);
- c) no Third Party having given notice of a decision or proposal 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 required any action to be taken or otherwise having done anything or taken any steps, or having enacted or made or proposed to enact or make any statute, regulation, decision, order or change to published practice (and, in each case, not having withdrawn the same) to an extent or in a manner which is material and adverse in the context of the Wider CRT plc Group or the Wider Bidco Group, in either case taken as a whole or in the context of the Acquisition and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:
  - (i) require, prevent or materially delay the divestiture or materially alter the terms envisaged for such divestiture by any member of the Wider Bidco Group or by any member of the Wider CRT plc Group of all or any part of its businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof) which, in any such case, is material in the context of the Wider Bidco Group or the Wider CRT plc Group in either case taken as a whole or in the context of the Acquisition;
  - (ii) except pursuant to Chapter 3 of Part 28 of the Companies Act, require any member of the Wider Bidco Group or the Wider CRT plc Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider CRT plc Group or any asset owned by any third party (other than Scheme Shares in the implementation of the Acquisition);
  - (iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider Bidco Group directly or indirectly to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in or loans to any member of the Wider Bidco Group or on the ability of any member of the Wider CRT plc Group or any member of the Wider Bidco Group directly or indirectly to hold or exercise effectively all or any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise voting or management control over, any member of the Wider CRT plc Group;
  - (iv) otherwise adversely affect any or all of the business, assets, prospects or profits of any member of the Wider CRT plc Group or the Wider Bidco Group which, in any such case, is material in the context of the Wider Bidco Group or the Wider CRT plc Group in either case taken as a whole;

- (v) result in any member of the Wider CRT plc Group ceasing to be able to carry on business under any name under which it presently carries on business to an extent which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition (as the case may be);
- (vi) make the Acquisition, or any aspect of the Acquisition, its implementation or the acquisition of any shares or other securities in, or control or management of, CRT plc by any member of the Wider Bidco Group void, unenforceable and/or illegal under the laws of any relevant jurisdiction, or otherwise directly or indirectly prevent or prohibit, restrict, restrain, or materially delay or otherwise interfere with the implementation of, or impose additional materially adverse conditions or obligations with respect to, or otherwise materially impede, interfere or require amendment of the Acquisition or the acquisition of any shares or other securities in, or control or management of, CRT plc by any member of the Wider Bidco Group;
- (vii) require, prevent or materially delay a divestiture by any member of the Wider Bidco Group of any shares or other securities (or the equivalent) in any member of the Wider CRT plc Group or any member of the Wider Bidco Group; or
- (viii) impose any limitation on the ability of any member of the Wider Bidco Group or any member of the Wider CRT plc Group to conduct, integrate or co-ordinate all or any part of its business with all or any part of the business of any other member of the Wider Bidco Group and/or the Wider CRT plc Group in a manner which is materially adverse to the Wider CRT plc Group or the Wider Bidco Group in either case taken as a whole or in the context of the Acquisition (as the case may be),

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could decide to take, 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 Acquisition or the acquisition of any CRT plc Shares or of management or voting control of CRT plc or any member of the Wider CRT plc Group or otherwise intervene, having expired, lapsed or been terminated;

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

- d) except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the Wider CRT plc Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, as a consequence of the Acquisition or the acquisition or the proposed acquisition by any member of the Wider Bidco Group of any shares or other securities in CRT plc or because of a change in the control or management of any member of the Wider CRT plc Group or otherwise, could or might reasonably be expected to result in, in each case to an extent which is material in the context of the Wider CRT plc Group taken as a whole or material in the context of the Acquisition:
  - (i) any monies borrowed by, or any other indebtedness, actual or contingent, of, or any grant available to, any member of the Wider CRT plc Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their 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) save in the ordinary course of business, the creation or enforcement of any mortgage, charge, encumbrance or other security interest over the whole or any part of the business, property or assets of any member of the Wider CRT plc Group or any such mortgage, charge, encumbrance or other security interest (wherever or whenever created, arising or having arisen) becoming enforceable or being enforced;
  - (iii) any assets of any such member being disposed of or charged or ceasing to be available to any such member, or any right arising under which any asset could be required to be disposed of or charged or could cease to be available to any such member other than in the ordinary course of business;



- (iv) any obligation to obtain or acquire any licence, permission, approval, clearance, permit, notice, consent, authorisation, waiver, grant, concession, agreement, certificate, exemption order or registration from any Third Party;
- (v) any arrangement, agreement, lease, licence, permit licence, permission, approval, clearance, notice, consent, authorisation, waiver, grant, concession, certificate, exemption order or registration or other instrument being terminated or becoming capable of being terminated or adversely modified or the rights, liabilities, obligations or interests of any member of the Wider CRT plc Group being adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
- (vi) any liability of any member of the Wider CRT plc Group to make any severance, termination, bonus or other payment to any of its directors or other officers;
- (vii) the rights, liabilities, obligations, interests or business of any member of the Wider CRT plc Group or any member of the Wider Bidco Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Wider CRT plc Group or any member of the Wider Bidco Group in or with any other person or body or firm or company (or any arrangement or arrangement relating to any such interests or business) being or becoming capable of being terminated, or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;
- (viii) any member of the Wider CRT plc Group ceasing to be able to carry on business under any name under which it presently carries on business;
- (ix) the creation or acceleration of any liability to taxation or an adverse effect on the tax position of any member of the Wider CRT plc Group;
- (x) the value of, or the financial or trading position or profits of, any member of the Wider CRT plc Group being prejudiced or adversely affected;
- (xi) any material assets or material interests of, or any asset the use of which is enjoyed by, any member of the Wider CRT plc Group being or falling to be disposed of or charged 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 CRT plc Group; or
- (xii) the creation or acceleration of any liability (actual or contingent and including without limitation for taxation liability) by any member of the Wider CRT plc Group or for which any such member may be responsible other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Acquisition,

and no event having occurred which, under any provision of any such arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider CRT plc Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or could reasonably be expected to result in any of the events or circumstances as are referred to in Conditions 3(d)(i) to 3(d)(xii) (inclusive);

**Certain events occurring since the Accounts Date:**

- e) except as Disclosed, no member of the Wider CRT plc Group having since the Accounts Date:
  - (i) issued, proposed or agreed to issue, or authorised or announced its intention to authorise or propose the issue, of, additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of CRT plc Shares (except, where relevant, as between CRT plc and wholly-owned subsidiaries of CRT plc or between the wholly owned subsidiaries of CRT plc) or redeemed, purchased or reduced any part of its share capital or sold or transferred or agreed to sell or transfer any CRT plc Shares held by CRT plc as treasury shares;



- (ii) recommended, declared, paid or made any bonus, dividend or other distribution (whether payable in cash or otherwise) other than dividends (or other distributions, whether payable in cash or otherwise) lawfully paid or made by any wholly-owned subsidiary of CRT plc to CRT plc or any of its wholly-owned subsidiaries;
- (iii) save as between CRT plc and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, effected, authorised, proposed or announced its intention to propose any change in its share or loan capital (or equivalent thereof);
- (iv) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters in sub-paragraph (i) or (ii) above, made any other change to any part of its share capital in each case;
- (v) other than with the written consent or the written agreement of Bidco, no member of the Wider CRT plc Group having taken (or agreed or proposed to take) any action that requires, or would require, the consent of the Panel or the approval of CRT plc Shareholders in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code;
- (vi) proposed or agreed to provide, provided or offered any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the Wider CRT plc Group;
- (vii) save as between CRT plc and its wholly-owned subsidiaries and other than pursuant to the Acquisition, implemented, effected, authorised, proposed or announced its intention to propose any merger, demerger, reconstruction, arrangement, amalgamation, commitment or scheme or any acquisition or disposal or transfer of assets, shares (or the equivalent thereof) in any undertaking or undertakings (other than in the ordinary course of business) or loan capital (or the equivalent thereof) or any right, title or interest in any assets, shares or loan capital (or the equivalent thereof) or other transaction or arrangement in respect of itself or another member of the Wider CRT plc Group;
- (viii) save as between CRT plc and its wholly-owned subsidiaries, acquired or disposed of or transferred (other than in the ordinary course of business) or mortgaged, charged or encumbered any assets or shares or any right, title or interest in any assets or shares (other than in the ordinary course of business) or authorised the same which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition (whether in respect of capital expenditure or otherwise);
- (ix) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider CRT plc Group or the Wider Bidco Group or which is or involves obligations which would or might reasonably be expected to be so restrictive other than of a nature and extent which is normal in the context of the business concerned and which in any such case is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition;
- (x) entered into, implemented or authorised the entry into, any joint venture, asset or profit-sharing agreement, partnership or merger of business or corporate entities and which in any such case is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition;
- (xi) except as Disclosed, no member of the Wider CRT plc Group having entered into any agreement, contract, transaction, arrangement or commitment or terminated or varied the terms of any agreement or arrangement (other than in the ordinary course of business), which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition;
- (xii) issued, authorised or proposed the issue of or made any change in or to any debentures, or (other than in the ordinary course of business) or, save as between CRT plc and its wholly-owned subsidiaries, incurred or increased any indebtedness or liability, actual or contingent which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition;

- (xiii) proposed or agreed to provide, provided or offered to provide, made, or announced any proposal to make, any change or addition to, any retirement, death or disability benefit or any other employment-related benefit (including, but not limited to, bonuses, retention arrangements or share incentive schemes or other benefit relating to the employment or termination of employment of any employee of the Wider CRT plc Group) of or in respect of any of its directors, employees, former directors or former employees (if any) which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition;
- (xiv) proposed or agreed to provide, provided, offered to provide or offer any pension scheme or other arrangements for the provision of retirement benefits) established by any member of the Wider CRT plc Group for its directors, employees (if any) or their dependents;
- (xv) save as between CRT plc and its wholly-owned subsidiaries, granted any lease or third party rights in respect of any of the freehold property owned or occupied by it or transferred or otherwise disposed of any such property (other than in the ordinary course of business);
- (xvi) entered into or varied or made any offer (which remains open for acceptance) to enter into or vary, to a material extent, the terms of any service agreement, commitment or arrangement with any director or senior executive of CRT plc or any director or senior executive of the Wider CRT plc Group;
- (xvii) taken any action (including not making or revoking any election or doing anything outside the ordinary course of business) which results in the creation or acceleration of any material tax liability or any member of the Wider CRT plc Group or a material adverse effect on the tax position of any such member;
- (xviii) made any material amendment to its memorandum or articles of association;
- (xix) waived, compromised or settled any claim or authorised any such waiver or compromise, save in the ordinary course of business, which is material in the context of the Wider CRT plc Group taken as a whole or material in the context of the Acquisition;
- (xx) been unable or admitted in writing that it is unable to pay its debts 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 or proposed or entered into any composition or voluntary arrangement with its creditors (or any class of them) or the filing at court of documentation in order to obtain a moratorium prior to a voluntary arrangement or, by reason of actual or anticipated financial difficulties, commenced negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (xxi) (other than in respect of a member which is dormant and was solvent at the relevant time) taken or proposed any corporate action or had any steps taken or had any legal proceedings started or threatened against it for its winding-up, dissolution, striking-off or reorganisation or for the appointment of a receiver, administrator (including the filing of any administration application, notice of intention to appoint an administrator or notice of appointment of an administrator), administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or for any analogous proceedings or steps in any jurisdiction or for the appointment of any analogous person in any jurisdiction;
- (xxii) taken, entered into or had started or threatened against it in a jurisdiction outside England and Wales any form of insolvency proceeding or event similar or analogous to any of the events referred to in Conditions 3(e)(xx) and 3(e)(xxi) above; or
- (xxiii) agreed to enter into or entered into an agreement or arrangement or commitment or passed any resolution or announced any intention or made any offer (which remains open to acceptance) with respect to any of the transactions, matters or events referred to in this Condition 3(e);

**No adverse change, litigation, regulatory enquiry or similar**

f) except as Disclosed there having been since the Accounts Date:

- (i) no adverse change and no circumstance having arisen which would or might reasonably be expected to result in any adverse change in, the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider CRT plc Group which is material in the context of the Wider CRT plc Group taken as a whole or is material in the context of the Acquisition;
- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against or in respect of any member of the Wider CRT plc Group or to which any member of the Wider CRT plc Group is or is reasonably likely to become a party (whether as claimant, defendant or otherwise) having been threatened, announced, instituted or remaining outstanding by, against or in respect of, any member of the Wider CRT plc Group, in each case which is or might reasonably be expected to be material in the context of the Wider CRT plc Group, or the Wider Bidco Group, taken as a whole or in the context of the Acquisition;
- (iii) no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of any member of the Wider CRT plc Group having been threatened, announced or instituted or remaining outstanding by, against or in respect of any member of the Wider CRT plc Group, in each case which might reasonably be expected to have a material adverse effect on the Wider CRT plc Group taken as a whole or is or might reasonably be expected to be material in the context of the Acquisition;
- (iv) no contingent or other liability (including any material tax liability) having arisen or increased which is reasonably likely to affect adversely the business, assets, financial or trading position or profits or prospects of any member of the Wider CRT plc Group to an extent which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition;
- (v) no member of the Wider CRT plc Group having conducted its business in breach of applicable laws and regulations and which is material in the context of the Wider CRT plc Group as a whole or material in the context of the Acquisition; and
- (vi) no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider CRT plc Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is or might reasonably be expected to have a material adverse effect on the Wider CRT plc Group taken as a whole or is or might reasonably be expected to be material in the context of the Acquisition;

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

g) except as Disclosed, Bidco not having discovered:

- (i) that any financial, business or other information concerning the Wider CRT plc Group publicly announced before the Announcement Date or disclosed at any time to any member of the Wider Bidco Group by or on behalf of any member of the Wider CRT plc Group before the Announcement Date is misleading, contains a misrepresentation of any fact, or omits to state a fact necessary to make that information not misleading, which was not subsequently corrected at least three Business Days before the Announcement Date (or by such other date as may be agreed in writing between Bidco and CRT plc) by disclosure via a Regulatory Information Service (if necessary) or otherwise by disclosure to Bidco or its professional advisers, in each case, to the extent which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition;
- (ii) any member of the Wider CRT plc Group is subject to any liability, contingent or otherwise, which is not disclosed in the 2023 Annual Report and which is material in the context of the Wider CRT plc Group each taken as a whole or in the context of the Acquisition;

- (iii) that any member of the Wider CRT plc Group or any partnership, company, joint venture or other entity in which any member of the Wider CRT plc Group has a significant economic interest and which is not a subsidiary undertaking of CRT plc is subject to any liability, contingent or otherwise and which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition;
- (iv) any past or present member, director, officer or employee of the Wider CRT plc Group has not complied with all applicable legislation, regulations, requirements or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human or animal health or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any liability, including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Wider CRT plc Group and which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition;
- (v) that there has been a disposal, discharge, spillage, accumulation, release, leak, emission or the migration, production, supply, treatment, storage, transport or use of any waste or hazardous substance or any substance likely to impair the environment (including any property) or harm human or animal health which (whether or not giving rise to non-compliance with any law or regulation), would be likely to give rise to any liability (whether actual or contingent) on the part of any member of the Wider CRT plc Group and which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition;
- (vi) that there is or is reasonably likely to be any obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters currently or previously owned, occupied, operated or made use of or controlled by any past or present member of the Wider CRT plc Group (or on its behalf), or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, common law, regulation, notice, circular, Authorisation or order of any Third Party in any jurisdiction or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto and which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition; or
- (vii) that circumstances exist (whether as a result of making the Acquisition or otherwise) which would or would be reasonably likely to lead to any Third Party instituting (or whereby any member of the Wider CRT plc Group would be required or likely to be required to institute) an environmental audit or take any steps which would in any such case result or be reasonably likely to result in any actual or contingent liability to improve or install new plant or equipment or to make good, repair, reinstate or clean up any property of any description or any asset now or previously owned, occupied or made use of by any past or present member of the Wider CRT plc Group (or on its behalf) or by any person for which a member of the Wider CRT plc Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, which is material in the context of the Wider CRT plc Group taken as a whole or in the context of the Acquisition; and

#### **Anti-corruption, sanctions and criminal property**

h) except as Disclosed, Bidco not having discovered:

- (i) any past or present member, director, officer or employee of the Wider CRT plc Group or any other entity or person that performs or has at any time performed services for or on behalf of any member of the Wider CRT plc Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or the US Foreign Corrupt Practices Act of 1977 (in each case as amended from time to time), or any other anti-corruption law, rule, legislation or regulation applicable to the Wider CRT plc Group;
- (ii) any: (y) asset of any member of the Wider CRT plc Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (as amended from time to time but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, legislation or regulation concerning money laundering or proceeds of crime; or (z) any member of the Wider CRT plc Group is found by a Third Party to have

engaged in activities constituting money laundering under any applicable law, rule, legislation or regulation concerning money laundering, including the Sanctions and Anti-Money Laundering Act 2018 (in each case as amended from time to time);

- (iii) that any past or present member, director, officer or employee of the Wider CRT plc Group or any other entity or person for whom any such entity or person may be liable or responsible, has engaged in any business with or made any investments in, or made any payments, funds or assets available to or received any funds or assets from: (x) any government, entity or person designated as being subject to restrictions under economic or trade sanctions implemented by the UK, US, European Union (including member states) or the United Nations; or (y) any government, entity or person subject to comprehensive economic or trade sanctions maintained by the UK, the US, the European Union (including member states) or the United Nations save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable Blocking Law;
- (iv) that any past or present member, director, officer or employee of the Wider CRT plc Group or any other entity or person for whom any such entity or person may be liable or responsible, has engaged in any business with or provided goods, services and/or technologies to any government, entity or person in violation of economic or trade sanctions implemented by the UK, US, European Union (including member states) or United Nations save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable Blocking Law;
- (v) that any member of the CRT plc Group being engaged in any transaction which has or would cause CareTrust and/or Bidco to be in breach of any law, rule, legislation or regulation upon or after the Effective Date, including any economic and trade sanctions of the US, the UK, the European Union (including member states) or the United Nations save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable Blocking Law; or
- (vi) that any past or present member, director, officer or employee of the Wider CRT plc Group, or any other entity or person for whom any such entity or person may be liable or responsible: (u) has engaged in conduct which would violate any relevant anti-terrorism law, rule, legislation or regulation, including but not limited to the Terrorism Act 2000 (as amended from time to time); (x) 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 US Export Administration Regulations administered and enforced by the US Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the US Department of State (in each case as amended from time to time); (y) has engaged in conduct which would materially violate any relevant law, rule, legislation or regulation concerning human rights, including but not limited to any law, rule, legislation or regulation concerning modern slavery, human trafficking, false imprisonment, torture or other cruel and unusual punishment, or child labour; or (z) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organization or found to have violated any applicable law, rule, legislation or regulation concerning government contracting or public procurement save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable Blocking Law.

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

1. Subject to the requirements of the Panel in accordance with the Takeover Code, Bidco reserves the right to waive:
  - 1.1. in whole or in part, all or any of the Conditions in Part A above, except for Condition 1 (*Conditions to the Scheme*) and Conditions 2(a)(i), 2(b)(i) and 2(c)(i) (*Scheme approval*) of Part A above, which cannot be waived; and
  - 1.2. the deadlines set out in Condition 2(a)(ii), 2(b)(ii) or 2(c)(ii) (*Scheme approval*) of Part A above for the timing of the Court Meeting, General Meeting and Court Hearing (with the Panel's consent and approval of the Court if such consent and/or approval is required). If any such



deadline is not met, Bidco shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether, subject to paragraph 7 below, it has invoked or waived the relevant Condition or agreed with CRT plc to extend the deadline in relation to the relevant Condition.

2. The Acquisition will be subject to the satisfaction (or waiver, if permitted) of the Conditions in Part A above, and to certain further terms set out in Part D below.
3. Conditions 2(a)(i), 2(b)(i) and 3(a) to 3(h) (inclusive) of Part A must be fulfilled, determined by Bidco to be or to remain satisfied or (if capable of waiver) waived, by no later than 11.59 p.m. on the date immediately preceding the date of the Court Hearing, failing which the Acquisition (subject to the rules of the Takeover Code and, where applicable, the consent of the Panel), will lapse. Bidco shall be under no obligation to waive or treat as satisfied any of Conditions 3(a) to 3(h) (inclusive) by a date earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding that the other Conditions to the Acquisition may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
4. If Bidco is required to make an offer or offers for any CRT plc Shares under the provisions of Rule 9 of the Takeover Code, Bidco may make such alterations to the Conditions as are necessary to comply with the provisions of that Rule.
5. Each of the Conditions will be regarded as a separate Condition and will not be limited by reference to any other Condition.
6. The Acquisition will not become Effective unless the Conditions have been fulfilled or (to the extent capable of waiver) waived or, where appropriate, have been determined by Bidco to be or remain satisfied by no later than the Long Stop Date.
7. Under Rule 13.5 of the Takeover Code, Bidco may not invoke a condition of the Scheme so as to cause the Scheme not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the condition are of material significance to Bidco in the context of the Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise. Conditions (1) and (2) of Part A (and, if applicable, any acceptance condition adopted on the basis specified in paragraph 2 of Part C below in relation to any Takeover Offer) are not subject to Rule 13.5(a) of the Takeover Code. Bidco may only invoke a Condition that is subject to Rule 13.5(a) of the Takeover Code with the consent of the Panel and any Condition which is subject to Rule 13.5(a) of the Takeover Code may be waived by Bidco.

### **C. Implementation by way of a Takeover Offer**

1. Bidco reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme with the consent of the Panel and subject to the terms of the Cooperation Agreement.
2. In such event, such Takeover Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme subject to appropriate amendments (in accordance with the terms of the Cooperation Agreement) to reflect the change in method of effecting the Acquisition, including (without limitation) the inclusion of an acceptance condition set at a level permitted by the Panel and the terms of the Cooperation Agreement (being in any case more than 50 per cent. of the CRT plc Shares). Further, if sufficient acceptances of such Takeover Offer are received or sufficient CRT plc Shares are otherwise acquired, Bidco intends to apply the provisions of the Companies Act to acquire compulsorily any outstanding CRT plc Shares (other than any Scheme Restricted Shares) to which such Takeover Offer relates.
3. Bidco will not be under any obligation to waive (if capable of waiver), to determine, to be or remain satisfied or to treat as fulfilled any of the Conditions (to the extent capable of waiver) by a date earlier than the latest date for the fulfilment of that Condition notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
4. Bidco reserves the right to elect (with the consent of the Panel and subject to the terms of the Cooperation Agreement) to implement the Acquisition by way of a Takeover Offer (a “Switch”) as an



alternative to the Scheme. In the event of an Agreed Switch (as defined in the Cooperation Agreement) the acceptance condition that will apply to the Takeover Offer shall be set at not less than 75 per cent. of CRT plc Shares to which the Takeover Offer relates (or such lesser percentage as Bidco and CRT plc may agree with, to the extent necessary, the consent of the Panel, being in any case more than 50 per cent. of the CRT plc Shares to which the Takeover Offer relates).

#### **D. Certain further terms of the Acquisition**

1. CRT plc Shares (other than Scheme Restricted Shares) will be acquired by Bidco with full title guarantee, fully paid and free from Encumbrances and together with all rights attaching or accruing to them as at the Effective Date, including voting rights and the right to receive and retain, in full, all dividends and other distributions (if any) declared, made, paid or payable, or any other return of capital made, on or after the Effective Date.
2. If, on or after the date of this Document and with a record date before the Effective Date, any dividend and/or other distribution and/or other return of capital is authorised, declared, made or paid or becomes payable in respect of the CRT plc Shares, Bidco reserves the right (without prejudice to any right of Bidco, with the consent of the Panel, to invoke Condition 3(e)(ii) in Part A above), to reduce the consideration payable under the terms of the Acquisition for the CRT plc Shares by an amount up to the amount of such dividend and/or distribution and/or return of capital, in which case any reference in this Document to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced. To the extent that any such dividend and/or distribution and/or other return of capital is authorised, declared, made or paid or becomes payable prior to the Scheme becoming Effective and it is:
  - (i) transferred pursuant to the Acquisition on a basis which entitles Bidco to receive the dividend or distribution and to retain it; or
  - (ii) cancelled,the consideration payable under the terms of the Acquisition will not be subject to change in accordance with this paragraph. Any exercise by Bidco of its rights referred to in this paragraph 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 Acquisition.
3. The Acquisition will be subject, *inter alia*, to the Conditions and certain further terms which are set out in this Part 3 and such further terms as may be required to comply with the Listing Rules and the provisions of the Takeover Code.
4. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements.
5. The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of 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 jurisdiction where to do so would violate the laws of that jurisdiction and will not be capable of acceptance by any such use, means, instrumentality or facility or from within any such jurisdiction.
6. The Acquisition, the Scheme, and any proxies are governed by the laws of England and Wales and are subject to the jurisdiction of the English courts and to the Conditions and further terms set out in this Document. The Acquisition will be subject to the applicable requirements of the Companies Act, the Takeover Code, the Panel, the London Stock Exchange, the Financial Conduct Authority and the Listing Rules.

## PART 4

### THE SCHEME OF ARRANGEMENT

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

Claim No. CR-2025-001293

IN THE MATTER OF CARE REIT PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

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

between

CARE REIT PLC

AND

THE SCHEME SHAREHOLDERS  
(as hereinafter defined)

### PRELIMINARY

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

<b>“Acquisition”</b> .....	the proposed acquisition by Bidco of the entire issued and to be issued ordinary share capital of CRT plc (excluding any Scheme Restricted Shares), to be effected by means of the Scheme (or by way of a Takeover Offer under certain circumstances described in the Scheme Document), and, where the context admits, any subsequent revision, variation, extension or renewal thereof;
<b>“Bidco”</b> .....	CR United Bidco Ltd, an indirect, wholly-owned subsidiary of CareTrust;
<b>“Business Day”</b> .....	a day (not being a Saturday or a Sunday) on which banks generally are open in London, United Kingdom, for the processing and receiving of normal, non-automated, banking business;
<b>“CareTrust”</b> .....	CareTrust REIT, Inc.;
<b>“CareTrust Group”</b> .....	CareTrust and its subsidiaries and its subsidiary undertakings and, where the context permits, each of them;
<b>“CareTrust Guarantor”</b> .....	CTR Partnership, L.P.;
<b>“Cash Consideration”</b> .....	the cash amount of 108 pence payable by Bidco under the Acquisition in respect of each CRT plc Share (excluding any Scheme Restricted Shares), as may be adjusted in accordance with the terms of the Acquisition as set out in the Rule 2.7 Announcement;
<b>“Company” or “CRT plc”</b> .....	Care REIT plc;

<b>“Computershare”</b> .....	Computershare Investor Services plc;
<b>“Conditions”</b> .....	the conditions to the Acquisition, as set out in Part 3 ( <i>Conditions to and Further Terms of the Scheme and the Acquisition</i> ) of the Scheme Document and <b>“Condition”</b> shall mean any one of them;
<b>“Cooperation Agreement”</b> .....	the cooperation agreement between CareTrust Guarantor, Bidco and CRT plc dated 11 March 2025, relating to, amongst other things, the implementation of the Acquisition;
<b>“Court”</b> .....	the High Court of Justice in England and Wales;
<b>“Court Meeting”</b> .....	the meeting of Scheme Shareholders to be convened with the permission of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment), notice of which is set out in Part 9 (Notice of Court Meeting) of the Scheme Document, and including any adjournment, postponement or reconvening thereof;
<b>“Court Order”</b> .....	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
<b>“CREST”</b> .....	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear;
<b>“CRT plc Board” or “CRT plc Directors”</b> .....	the directors of CRT plc as at the date of the Scheme Document;
<b>“CRT plc Shareholders”</b> .....	holders of CRT plc Shares (other than Sanctions Disqualified Shareholders);
<b>“CRT plc Shares”</b> .....	the ordinary shares with a nominal value of 1 pence each in the capital of CRT plc from time to time;
<b>“Effective Date”</b> .....	the date on which either: (i) the Scheme becomes effective in accordance with its terms; or (ii) (if Bidco elects to implement the Acquisition by way of a Takeover Offer, subject to Panel consent and the terms of the Cooperation Agreement), the date on which such Takeover Offer becomes or is declared unconditional in accordance with the requirements of the Takeover Code, and <b>“Effective”</b> shall be construed accordingly;
<b>“Electronic Payment Mandate”</b> ....	a standing electronic payment mandate with Computershare for the purpose of receiving dividend payments from CRT plc in pounds sterling;
<b>“Encumbrances”</b> .....	all liens, equitable interests, options, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever;
<b>“Euroclear”</b> .....	Euroclear UK & International Limited;
<b>“Excluded Shares”</b> .....	(i) any CRT plc Shares beneficially owned by Bidco, any member of the Wider Bidco Group or any other person holding shares in Bidco; or (ii) any Scheme Restricted Shares;

<b>“General Meeting”</b> .....	the general meeting of CRT plc Shareholders to be convened in connection with the Scheme to consider and, if thought fit, to approve the Resolutions (with or without amendment), which is expected to be held as soon as the preceding Court Meeting shall have concluded or been adjourned and notice of which is set out in Part 10 ( <i>Notice of General Meeting</i> ) of the Scheme Document, and including any adjournment, postponement or reconvening thereof;
<b>“Latest Practicable Date”</b> .....	close of business on 31 March 2025, being the latest practicable date before publication of this Document;
<b>“Long Stop Date”</b> .....	11.59 p.m. (London time) on 9 July 2025 or such later date as may be agreed in writing by Bidco and CRT plc (with the Panel’s consent and as the Court may approve (if such consent or approval are required));
<b>“Meeting”</b> .....	the Court Meeting and/or the General Meeting as the case may be;
<b>“Non-Disqualified Shareholder”</b> ...	any person (other than a Sanctions Disqualified Person) who is interested in, owns, holds or controls (directly or indirectly, including as a custodian or nominee) CRT plc Shares that are held, directly or indirectly, by a Sanctions Disqualified Agent where the Sanctions Disqualified Agent has provided evidence satisfactory to the CRT plc Board: (i) confirming that neither the Sanctions Disqualified Agent nor such person is a Sanctions Disqualified Person; and (ii) in the context of the Acquisition, demonstrating the Sanctions Disqualified Agent’s present and future compliance with the applicable Sanctions;
<b>“Non-Restricted Shares”</b> .....	as defined in paragraph 7.2 of the Scheme;
<b>“Panel”</b> .....	the Panel on Takeovers and Mergers;
<b>“Registrar of Companies”</b> .....	the Registrar of Companies in England and Wales;
<b>“Resolutions”</b> .....	the resolutions proposed to be passed at the General Meeting in connection with, among other things, the implementation of the Scheme and such other matters as may be necessary to implement the Scheme including (without limitation) a resolution to amend CRT plc’s Articles by the adoption and inclusion of: (i) a new article under which any CRT plc Shares issued or (other than any Scheme Restricted Shares) transferred after the Voting Record Time shall either be subject to the Scheme or (after the Scheme Record Time) be immediately transferred to Bidco (or as it may direct) in exchange for the same cash consideration as is due under the Scheme; (ii) a right for Bidco or such other person as CareTrust or Bidco may direct to compulsorily acquire any Scheme Restricted Shares for the same cash consideration as is due under the Scheme upon it becoming legally permissible to do so; (iii) a resolution to restrict the rights otherwise attaching to any Scheme Restricted Shares; and (iv) a resolution to re-register CRT plc as a private company, to be considered at the General Meeting as set out in Part 10 ( <i>Notice of General Meeting</i> ) of the Scheme Document;

<b>“Rule 2.7 Announcement”</b> .....	the joint announcement made by Bidco and CRT plc in relation to the Acquisition on 11 March 2025;
<b>“Sanctions”</b> .....	any economic or financial sanctions laws or regulations, as amended from time to time, administered, enacted or enforced by: (i) the United Kingdom; (ii) the European Union or any member state thereof; (iii) the United States; (iv) the United Nations; or (v) any other jurisdiction applicable to and binding on CRT plc or CareTrust;
<b>“Sanctions Disqualified Agent”</b> ...	any person who from time to time is acting in the capacity as a nominee, custodian or agent in respect of CRT plc Shares (including by virtue of directly or indirectly holding any interest in CRT plc Shares and/or acting as a nominee of a nominee in respect of such CRT plc Shares) for or on behalf of a Sanctions Disqualified Person, even if such person is also acting in such capacity as a nominee, custodian or agent in respect of CRT plc Shares for a person who is not a Sanctions Disqualified Person;
<b>“Sanctions Disqualified Person”</b> ..	<p>any person from time to time who is the subject of Sanctions (including by reason of ownership, control or agency, in accordance with the applicable Sanctions, with or by any person that is the subject of Sanctions) that impose restrictions or prohibitions on:</p> <ul style="list-style-type: none"> <li>(a) dealing in any CRT plc Shares which such person (directly or indirectly, including as a custodian or nominee) owns, holds or controls or dealing in any cash consideration payable by Bidco for the Scheme Shares to or for the benefit of such person (including, without limitation, accepting, receiving, holding or transferring such consideration); or</li> <li>(b) engaging in any transaction contemplated by the Explanatory Statement in connection with or related to such person and/or the Acquisition;</li> </ul>
<b>“Sanctions Disqualified Shareholder”</b> .....	<p>any:</p> <ul style="list-style-type: none"> <li>(a) Sanctions Disqualified Person; or</li> <li>(b) Sanctions Disqualified Agent in respect of all CRT plc Shares held by such Sanctions Disqualified Agent other than CRT plc Shares determined by the CRT plc Board to be held, owned or controlled directly or indirectly by, for or on behalf of a Non-Disqualified Shareholder;</li> </ul>
<b>“Scheme”</b> .....	the proposed scheme of arrangement under Part 26 of the Companies Act between CRT plc and the Scheme Shareholders in connection with the Acquisition, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by CRT plc and Bidco;
<b>“Scheme Document”</b> .....	the document dated 2 April 2025 addressed to CRT plc Shareholders containing, among other things, the Scheme, the full terms and conditions of the Scheme and notices of the Meetings;

<b>“Scheme Record Time”</b> .....	6.00 p.m. on the Business Day immediately preceding the Effective Date, or such later time as Bidco and CRT plc may agree;
<b>“Scheme Restricted Shares”</b> .....	CRT plc Shares which are held by Sanctions Disqualified Shareholders;
<b>“Scheme Shareholders”</b> .....	holders of Scheme Shares;
<b>“Scheme Shares”</b> .....	<p>CRT plc Shares which remain in issue at the Scheme Record Time and are:</p> <p>(a) in issue as at the date of the Scheme Document;</p> <p>(b) (if any) issued after the date of the Scheme Document but before the Voting Record Time; and/or</p> <p>(c) (if any) issued on or after the Voting Record Time and at or before the Scheme Record Time, either on terms that the original or any subsequent holders thereof will be bound by the Scheme or in respect of which the holders thereof will have agreed in writing to be bound by the Scheme,</p> <p>but in each case other than the Excluded Shares;</p>
<b>“Significant Interest”</b> .....	a direct or indirect interest in 20 per cent. or more of the voting rights or equity share capital of an undertaking;
<b>“Takeover Code”</b> .....	the City Code on Takeovers and Mergers;
<b>“Takeover Offer”</b> .....	shall have the meaning given in the Scheme Document;
<b>“UK” or “United Kingdom”</b> .....	United Kingdom of Great Britain and Northern Ireland;
<b>“Voting Record Time”</b> .....	6.30 p.m. on the day which is two days (excluding any day which is not a Business Day) before the date of the Court Meeting and the General Meeting or, if the Court Meeting and/or the General Meeting is adjourned, 6.30 p.m. on the day which is two days (excluding any day which is not a Business Day) before the date of such adjourned Meeting;
<b>“Wider Bidco Group”</b> .....	Bidco and its subsidiaries, subsidiary undertakings and associated undertakings, and any other body corporate, person or undertaking (including a joint venture, partnership, firm or company) in which Bidco and/or such undertakings (aggregating their interests) have a Significant Interest; and
<b>“Wider CRT plc Group”</b> .....	CRT plc and its subsidiaries, subsidiary undertakings and associated undertakings and any other body corporate person or undertaking (including a joint venture, partnership, firm or company) in which CRT plc and/or such undertakings (aggregating their interests) have a Significant Interest.

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



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

- (C) As at the Latest Practicable Date, the issued share capital of the Company was £4,143,681.69 divided into 414,368,169 ordinary shares of 1 pence each, all of which are credited as fully paid up. As at the Latest Practicable Date, no shares were held in treasury by the Company.
- (D) Bidco was incorporated on 5 March 2025 under the laws of England and Wales as a private company limited by shares for the purpose of carrying out the Acquisition.
- (E) As at the Latest Practicable Date, no member of the Wider Bidco Group is the registered holder of, or beneficially owns, any CRT plc Shares.
- (F) Bidco has agreed, subject to satisfaction or (where applicable) waiver of the Conditions, to appear by counsel at the hearing to sanction this Scheme and to undertake to the Court to be bound by the provisions of this Scheme in so far as it relates to Bidco and to execute and do, or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.

## **THE SCHEME**

### **1. Transfer of Scheme Shares**

- 1.1** Upon and with effect from the Effective Date, Bidco (and/or such of its nominee(s) as are determined by Bidco and are members of the CareTrust Group) shall acquire all of the Scheme Shares, fully paid-up with full title guarantee, and free from all Encumbrances and together with all rights or interests of any nature attaching to or accruing to them at the Effective Date, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any), and any return of capital (whether by way of reduction of share capital or share premium account or otherwise), announced, authorised, declared, made or paid in respect of the Scheme Shares by reference to a record date falling on or after the Effective Date.
- 1.2** For such purposes, the Scheme Shares shall be transferred to Bidco (and/or such of its nominee(s)) as are determined by Bidco and are members of the CareTrust Group) and such transfer shall be effected by means of a form or forms of transfer or other instrument or instruction of transfer and to give effect to such transfer(s) any person may be appointed by Bidco as attorney and/or agent and/or otherwise and shall be authorised as such attorney and/or agent and/or otherwise on behalf of the relevant holder of Scheme Shares to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer (whether as a deed or otherwise), or procure the transfer by means of CREST, of such Scheme Shares and every form, instrument or instruction of transfer so executed or instruction given shall be as effective as if it had been executed or given by the holder or holders of the Scheme Shares thereby transferred. Such instruments, forms of instruction of transfer shall be deemed to be the principal instruments of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to Bidco (and/or its nominee(s)) together with the legal interest in such Scheme Shares pursuant to such instructions, forms or instruments of transfer.
- 1.3** With effect from the Effective Date and until the register of members of the Company is updated to reflect the transfer of the Scheme Shares pursuant to clauses 1.1 and 1.2 of this Scheme:
  - 1.3.1** Bidco and/or its agents or nominees shall be entitled to direct the exercise of any voting rights and any or all other rights and privileges (including the right to requisition the convening of a general meeting of the Company or of any class of its shareholders) attaching to any Scheme Shares;
  - 1.3.2** each Scheme Shareholder irrevocably appoints Bidco and/or its agents or nominee(s) and any one or more of its directors, agents or nominees to sign on behalf of such Scheme Shareholder any such documents, and to do any such things, as may in the opinion of Bidco and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or any other rights or privileges attaching to its Scheme Shares (including without limitation, an authority as its attorney and/or agent to exercise on its behalf

(in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any or all rights and privileges attaching to the Scheme Shares and for any one or more of its directors or agents to sign any consent to short notice of any general or separate class meeting of the Company and to execute a form of proxy in respect of such Scheme Shares appointing any person nominated by Bidco to attend any general and separate class meetings of the Company and/or any one or more of its directors or agents to attend general and separate class meetings of the Company (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf);

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

**1.3.4** each Scheme Shareholder irrevocably undertakes: (i) not to exercise any votes or any other rights attaching to the relevant Scheme Shares without the consent of Bidco; and (ii) not to appoint a proxy or representative for or to attend any general meeting or separate class meeting of the Company.

## **2. Consideration for the transfer of Scheme Shares**

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

**for each Scheme Share: 108 pence in cash.**

**2.2** If any dividend, other distribution and/or other return of value is proposed, authorised, declared, made or paid or becomes payable in respect of CRT plc Shares on or after the date of this Scheme and with a record date before the Effective Date, Bidco reserves the right to reduce the Cash Consideration by the amount of any such dividend, other distribution and/or other return of value.

**2.3** If Bidco exercises its right to reduce the Cash Consideration as referred to in clause 2.2 by all or part of the amount of any dividend, other distribution or other return of value:

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

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

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

**2.4** To the extent that any such dividend, other distribution and/or other return of value is authorised, announced, declared, made or paid and: (i) the Scheme Shares are transferred pursuant to this Scheme on a basis which entitles Bidco to receive the dividend, other distribution and/or other return of value and to retain it or (ii) it is cancelled before payment, the Cash Consideration will not be subject to change in accordance with clause 2 of this Scheme.

## **3. Settlement of consideration**

**3.1** As soon as practicable after the Effective Date, and in any event no more than 14 days thereafter, Bidco shall:

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

- (a) if the relevant Scheme Shareholder has set up an Electronic Payment Mandate, settle by way of an electronic payment the sums payable to that Scheme Shareholder in accordance with clause 2 of this Scheme, to the account indicated in the Electronic Payment Mandate;
- (b) if the relevant Scheme Shareholder has not set up an Electronic Payment Mandate, despatch or procure the despatch, to the relevant Scheme Shareholder (or to those persons as that Scheme Shareholder may direct) of cheque(s) for the sums payable to that Scheme Shareholder in accordance with clause 2 of this Scheme; or
- (c) settle by such other method as may be approved by the Panel;

**3.1.2** in the case of the Scheme Shares which at the Scheme Record Time are in uncertificated form, instruct, or procure the instruction of, Euroclear to create an assured payment obligation in favour of the Scheme Shareholder's payment bank in respect of the sums payable to the Scheme Shareholder in accordance with the CREST assured payment arrangements provided that Bidco reserves the right to make payment of the said consideration by electronic payment (where the relevant Scheme Shareholder has set up an Electronic Payment Mandate) or by cheque as aforesaid in sub-clauses 3.1.1(a) and 3.1.1(b) of this Scheme if, for any reason, it wishes to do so.

- 3.2** With effect from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.
- 3.3** All deliveries of notices, certificates and/or cheques pursuant to this Scheme shall be effected by sending the same by first-class post in pre-paid envelopes or by international standard post if overseas (or by such other method as may be approved by the Panel) addressed to the persons entitled thereto at their respective registered addresses as appearing in the register of members of the Company at the Scheme Record Time or, in the case of joint holders, to the address of the holder whose name stands first in such register in respect of the joint holding concerned at such time.
- 3.4** All payments shall be in pounds sterling and shall be made payable to the Scheme Shareholder(s) concerned (except that, in the case of joint holders, Bidco reserves the right to make such payments payable to the holder whose name stands first in the register of members of the Company in respect of such holding at the Scheme Record Time and to whom, in accordance with the foregoing provisions of this clause 3, the envelope containing the same is addressed), and the encashment of any such cheque or the creation of any such assured payment obligation or electronic transfer as is referred to in clause 3.1 shall be a complete discharge of Bidco's obligation under this Scheme to pay the monies represented thereby.
- 3.5** In the case of Scheme Shareholders that have not encashed cheques within six months from the Effective Date, the consideration due to such Scheme Shareholders under the Scheme will be held by the Company's registrars, Computershare Investor Services Plc, for a period of 12 years from the Effective Date, in a separate UK bank account established solely for that purpose, and such Scheme Shareholders may claim the consideration due to them upon request to Computershare, The Pavilions, Bridgwater Road, Bristol BS99 6ZY at any time during the period of 12 years from the Effective Date.
- 3.6** In respect of payments made through CREST, the instruction of Euroclear to create an assured payment obligation in accordance with the CREST assured payment arrangements shall be a complete discharge of Bidco's obligation under this Scheme with reference to the payments made through CREST.
- 3.7** None of Bidco, CareTrust, CRT plc, the Wider Bidco Group nor the Wider CRT plc Group (or any of their respective agents or nominees) shall be responsible for any loss or delay in the despatch of notices, statements of entitlement or payments or cheques sent in accordance with this clause 3, which shall be sent at the risk of the person or persons entitled thereto.
- 3.8** The provisions of this clause 3 shall be subject to any prohibition or condition imposed by law.

#### **4. Share Certificates and cancellations**

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

- 4.1.1** all certificates representing Scheme Shares shall cease to be valid as documents of title to the Scheme Shares comprised therein and every Scheme Shareholder shall be bound at the request of the Company to deliver up the same to the Company, or as it may direct, to destroy the same;
- 4.1.2** the Company shall procure that Euroclear be instructed to cancel or transfer the entitlements to Scheme Shares of Scheme Shareholders in uncertificated form;
- 4.1.3** following the cancellation of the Scheme Shares of those holders of Scheme Shares that hold their shares in uncertificated form, the Company's registrar, Computershare, shall be authorised to materialise, and shall proceed to rematerialise, entitlements to such Scheme Shares; and
- 4.1.4** on or as soon as reasonably practicable after the Effective Date and subject to the completion of such transfers, forms, instruments or instructions of transfer as may be required in accordance with clause 1 of this Scheme and the payment of any UK stamp duty thereon, the Company shall make, or procure to be made, the appropriate entries in its register of members of the Company to reflect the transfer of the Scheme Shares to Bidco and/or its nominee(s).

#### **5. Mandates**

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

#### **6. Operation of the Scheme**

- 6.1** This Scheme shall become Effective as soon as a copy of the Court Order shall have been delivered to the Registrar of Companies.
- 6.2** Unless the Scheme has become Effective on or before the Long Stop Date, this Scheme shall never become Effective.

#### **7. Scheme Restricted Shares**

- 7.1** Subject to the Scheme becoming Effective, the rights and entitlements which would otherwise be exercisable in respect of or attach to any Scheme Restricted Shares will not be exercisable or apply in respect of such Scheme Restricted Shares for as long as a direct or indirect interest holder in such Scheme Restricted Shares is a Sanctions Disqualified Shareholder including, without limitation:
  - 7.1.1** the right to receive notice of, be present at or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll or to exercise any other right conferred by membership in relation to any such meeting or poll, and any votes purported to be cast by or on behalf of such member in respect of the Scheme Restricted Shares at a general meeting or at a separate meeting of the holders of a class of shares will be disregarded;
  - 7.1.2** the right to receive notices or documents (including, without limitation, share certificates, annual reports, accounts and resolutions) from or in respect of the Company;
  - 7.1.3** save for any transfer pursuant to clause 7.2, the right to transfer such Scheme Restricted Shares or have such transfer registered and any purported transfer of any such Scheme Restricted Shares will be void;
  - 7.1.4** the right to a further issuance of shares in respect of any such Scheme Restricted Shares or in pursuance of an offer made to the holders of shares in the Company; and
  - 7.1.5** any right to receive payment of sums due from the Company on such Scheme Restricted Shares, whether in respect of distributions of capital pursuant to any share buyback or

otherwise and any such payment or other money payable in respect of such Scheme Restricted Shares shall be withheld by the Company, which shall not have any obligation to pay interest on it, and be paid into a blocked or frozen account (as applicable) in accordance with applicable Sanctions.

**7.2** Subject to the Scheme becoming Effective, upon each direct and indirect interest holder in any Scheme Restricted Shares ceasing to be a Sanctions Disqualified Shareholder or Bidco having obtained the requisite licences in accordance with all applicable Sanctions to acquire such Scheme Restricted Shares in the manner set out in this clause 7, Bidco may, in its sole and unfettered discretion, serve written notice on the holder of legal title to such Scheme Restricted Shares obliging it to transfer each such Scheme Restricted Share immediately to Bidco (or as it may direct) free from all Encumbrances (such Scheme Restricted Shares becoming **“Non-Restricted Shares”** upon service of such written notice by Bidco). Such transfer shall be in consideration of the payment by or on behalf of Bidco to the legal titleholder of each such Non-Restricted Share of an amount in cash equal to the cash consideration to which such holder of Non-Restricted Shares would have been entitled under the Scheme had such Non-Restricted Share been a Scheme Share. On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation), the value of the consideration per Non-Restricted Share to be paid under the preceding sentence of this clause 7.2 shall be adjusted by the directors of the Company in such manner as the auditors of the Company or an investment bank selected by the Company may determine to be appropriate to reflect such reorganisation or alteration. Any amounts withheld by the Company pursuant to clause 7.1.5 shall be released to the legal titleholder of each such Non-Restricted Share upon the later of (i) the transfer of such Non-Restricted Shares to Bidco (or as it may direct) or (ii) the satisfaction of any remaining Sanctions restrictions in respect of the payment of such amounts.

**7.3** For the purposes of a transfer of Non-Restricted Shares pursuant to clause 7.2, the Non-Restricted Shares shall be transferred to Bidco (and/or as Bidco may direct) and such transfer shall be effected by means of a form or forms of transfer or other instrument or instruction of transfer and to give effect to such transfer(s) any person may be appointed by Bidco as attorney and/or agent and/or otherwise and shall be authorised as such attorney and/or agent and/or otherwise on behalf of the relevant holder of Non-Restricted Shares to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer (whether as a deed or otherwise) of such Non-Restricted Shares and every form, instrument or instruction of transfer so executed or instruction given shall be as effective as if it had been executed or given by the holder or holders of such Non-Restricted Shares thereby transferred. Such instruments, forms of instruction and forms of transfer shall be deemed to be the principal instruments of transfer and the equitable or beneficial interest in the Non-Restricted Shares shall only be transferred to Bidco (and/or its nominee(s)) together with the legal interest in such Non-Restricted Shares pursuant to such instructions, forms or instruments of transfer. The Non-Restricted Shares which are comprised within any such form, instrument or transfer shall, with effect from the date thereof, be deemed to be Scheme Shares for the purposes of paragraph 1.3 of this Scheme such that the provisions of paragraph 1.3 will apply in respect of the same.

## **8. Modification**

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

## **9. Governing Law**

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

**Dated:** 2 April 2025



## PART 5

### FINANCIAL AND RATINGS INFORMATION

#### Part A: Financial information relating to CRT plc

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

- the audited accounts of CRT plc for the financial year ended 31 December 2024 are set out on pages 71 to 101 (inclusive) in CRT plc's annual report for the financial year ended on 31 December 2024 available from CRT plc's website at <https://www.carereit.co.uk/investors/reporting-centre/>; and
- the audited accounts of CRT plc for the financial year ended 31 December 2023 are set out on pages 74 to 103 (inclusive) in CRT plc's annual report for the financial year ended on 31 December 2023 available from CRT plc's website at <https://www.carereit.co.uk/investors/reporting-centre/>.

#### Part B: Ratings Information

- **CRT plc:** at the Latest Practicable Date, and immediately prior to the Announcement Date, there were no current ratings or outlooks publicly accorded to CRT plc by ratings agencies.
- **Bidco/CareTrust:**

Prior to the commencement of the Offer Period, S&P had assigned to CareTrust an issuer credit rating of “**BB+**” with a stable outlook an issue-level rating on CareTrust's unsecured notes of “**BBB-**”. Subsequent to the commencement of the Offer Period and as at the Latest Practicable Date, there has been no change to these ratings.

Prior to the commencement of the Offer Period, Moody's had assigned to CareTrust a Corporate Family Rating of “**Ba1**” with a stable outlook. Subsequent to the commencement of the Offer Period and as at the Latest Practicable Date, there has been no change to these ratings.

Prior to the commencement of the Offer Period, Fitch Ratings had assigned to CareTrust a “**BB+**” Long-Term Issuer Default Rating with a stable outlook. Subsequent to the commencement of the Offer Period, on 18 March 2025, Fitch Ratings changed CareTrust's outlook to “**Rating Watch Positive**”, citing the Rule 2.7 Announcement as the reason for the change.

#### Part C: Financial information relating to Bidco/CareTrust

The following sets out financial information in respect of CareTrust as required by Rule 24.3 of the Takeover Code. The documents referred to below, the contents of which have previously been announced through the United States Securities and Exchange Commission, are incorporated into this Document by reference pursuant to Rule 24.15 of the Takeover Code:

- the financial statements of CareTrust for the fiscal year ended 31 December 2024 are set out on pages F-1 to F-55 (inclusive) in CareTrust's annual report for the fiscal year ended on 31 December 2024 available from CareTrust's website at <https://investor.caretrustreit.com/financials/annual-reports/default.aspx>; and
- the financial statements of CareTrust for the fiscal year ended 31 December 2023 are set out on pages F-1 to F-45 (inclusive) in CareTrust's annual report for the fiscal year ended on 31 December 2023 available from CareTrust's website at <https://investor.caretrustreit.com/financials/annual-reports/default.aspx>.

Bidco is an indirect, wholly-owned subsidiary of CareTrust, which has been incorporated for the purposes of effecting the Acquisition. It does not yet have any financial information required to be disclosed by Rule 24.3 of the Takeover Code.



#### **Part D: CareTrust's Current Trading and Prospects**

CareTrust published its full year results on Form 10-K for the fiscal year ended 31 December 2024 on 12 February 2025, which are incorporated by reference into this document. Please refer to Part C of Part 5 (Financial and Ratings Information) of this Document for further information.

In the statement accompanying those results, CareTrust's President and Chief Executive Officer, Dave Sedgwick, commented: *"We finished a record year with a record quarter. Now all eyes are on 2025 and beyond."* Mr. Sedgwick continued, *"We continue to position the company to build on the momentum of impactful growth with top-tier operators. Our balance sheet, access to capital, team, partnerships, and opportunities to grow and diversify the portfolio are all in a stronger position than they were twelve months ago."*

#### **Part E: Effect of the Scheme becoming Effective on Bidco**

With effect from the Effective Date, the earnings, assets and liabilities of Bidco will include the consolidated earnings, assets and liabilities of the CRT plc Group.

#### **Part F: No incorporation of website information**

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

## PART 6

### UNITED KINGDOM TAXATION

The comments set out below summarise certain limited aspects of the UK taxation treatment of certain Scheme Shareholders under the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme. They are based on current UK legislation as applied in England and Wales and what is understood to be current HMRC practice (which may not be binding on HMRC), both of which are subject to change, possibly with retrospective effect. The comments are intended as a general guide and do not deal with certain categories of Scheme Shareholder such as: persons subject to special tax regimes (such as collective investment schemes and persons subject to UK tax on the remittance basis) or able to benefit from specific reliefs or exemptions (such as charities); brokers, dealers in securities, intermediaries, insurance companies, trustees of certain trusts; persons holding their Scheme Shares as part of hedging or commercial transactions; persons who have or could be treated for tax purposes as having acquired their Scheme Shares in connection with a trade, profession or vocation carried out in the UK (whether through a branch or agency or otherwise) or who have or could be treated for tax purposes as having acquired their Scheme Shares by reason of employment or as holding their Scheme Shares as carried interest. Nothing in these paragraphs should be taken as providing personal tax advice. In particular, the following paragraphs do not refer to UK inheritance tax. References in this Part 6 to “**UK Holders**” are to Scheme Shareholders who: (a) are resident for tax purposes in, and only in, the UK at all relevant times and, in the case of individuals, to whom “**split year**” treatment does not apply; (b) hold their Scheme Shares as an investment (other than under a self-invested personal pension plan or individual savings account); and (c) are the absolute beneficial owners of their Scheme Shares.

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

#### 1. UK taxation of chargeable gains

##### *General*

The transfer of the Scheme Shares under the Scheme for cash should be treated as a disposal of a UK Holder's Scheme Shares which may, depending on the UK Holder's circumstances (including the availability of exemptions, reliefs or allowable losses), give rise to a liability to UK capital gains tax (“**CGT**”) or UK corporation tax on chargeable gains (as applicable) or an allowable capital loss.

##### *Individual UK Holders*

An individual UK Holder whose total taxable gains and income in the relevant tax year, including any gains made on the disposal of their Scheme Shares, are less than or equal to the upper limit of the income tax basic rate band applicable to them in respect of that tax year (the “**Band Limit**”) will generally be subject to CGT at the flat rate of 18 per cent. (for the tax year 2024/2025) in respect of any gain (after taking advantage of the annual tax-free allowance (described below) and deducting any available capital losses) arising on a disposal of their Scheme Shares. An individual UK Holder whose total taxable gains and income in the relevant tax year, including any gains made on the disposal of their Scheme Shares, are more than the Band Limit will generally be subject to CGT at the flat rate of 18 per cent. (for the tax year 2024/2025) in respect of any gain (after taking advantage of the annual tax-free allowance (described below) and deducting any available capital losses) arising on the disposal of their Scheme Shares (to the extent that, when added to the UK Holder's other taxable gains and income in that tax year, the gain is less than or equal to the Band Limit) and at the flat rate of 24 per cent. (for the tax year 2024/2025) in respect of the remainder. No indexation allowance will be available to an individual UK Holder in respect of the disposal of Scheme Shares. However, the annual tax-free allowance for UK CGT (£3,000 for the tax year 2024/2025) may be available to individual UK Holders, such that CGT is chargeable only on gains arising from all sources during the tax year in excess of this figure.

Where a UK Holder is within the charge to UK corporation tax, a disposal of Scheme Shares may, depending on the circumstances and subject to any available exemptions, reliefs or allowable losses, give rise to a chargeable gain (or an allowable loss) for the purposes of corporation tax. The main rate of corporation tax is 25 per cent. for the tax year 2024/2025.

For UK Holders within the charge to UK corporation tax (but which do not qualify for the UK substantial shareholding exemption in respect of their Scheme Shares), indexation allowance may be available to reduce any chargeable gain arising on the disposal of their Scheme Shares. However, indexation cannot create or increase an allowable loss for corporation tax purposes. Indexation allowance is not available for any period of ownership from 1 January 2018.

## **2. Stamp duty and stamp duty reserve tax (“SDRT”)**

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

**PART 7**  
**ADDITIONAL INFORMATION**

**1. Responsibility**

- 1.1** The CRT plc Directors, whose names are set out in paragraph 2.1 below, accept responsibility for the information contained in this Document (including expressions of opinion), other than information for which responsibility is taken by the Bidco Directors and CareTrust Responsible Persons pursuant to paragraphs 1.2 and 1.3, respectively, below. To the best of the knowledge and belief of the CRT plc Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2** The Bidco Directors, whose names are set out in paragraph 2.2 below, accept responsibility for all the information (including expressions of opinion) contained in this Document relating to Bidco, the Bidco Directors and the respective members of their immediate families, related trusts and persons connected with the Bidco Directors, and persons acting in concert (as such term is defined in the Takeover Code) with Bidco. To the best of the knowledge and belief of the Bidco Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.3** The CareTrust Responsible Persons, whose names are set out in paragraph 2.3 below, accept responsibility for all the information (including expressions of opinion) contained in this Document relating to CareTrust and the Wider Bidco Group, the CareTrust Responsible Persons and their respective members of their immediate families, related trusts and persons connected with the CareTrust Responsible Persons, and persons acting in concert (as such term is defined in the Takeover Code) with Bidco and CareTrust. To the best of the knowledge and belief of the CareTrust Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

**2. Directors and Responsible Persons**

- 2.1** The CRT plc Directors and their respective positions are:

<u>Name</u>	<u>Position</u>
Simon Laffin	Independent Chair
Rosemary Boot	Senior Independent Non-Executive Director
Amanda Aldridge	Independent Non-Executive Director
Chris Santer	Independent Non-Executive Director
Cedi Frederick	Independent Non-Executive Director

The business address of CRT plc and of each of the CRT plc Directors is The Scalpel, 18th Floor, 52 Lime Street, London, England, EC3M 7AF.

The Company Secretary of CRT plc is JTC UK Limited.

- 2.2** The Bidco Directors and their respective positions are:

<u>Name</u>	<u>Position</u>
David Sedgwick	Director
James Callister	Director
William Wagner	Director

The business address of Bidco and of each of the Bidco Directors is Suite 1, 7<sup>th</sup> Floor, 50 Broadway, London, SW1H 0DB.

### 2.3 The CareTrust Responsible Persons and their respective positions are:

<u>Name</u>	<u>Position</u>
Diana Laing	Board Chair
Spencer Plumb	Director
Careina Williams	Director
Anne Olson	Director
David Sedgwick	President and Chief Executive Officer
James Callister	Chief Investment Officer
William Wagner	Chief Financial Officer

The business address of each CareTrust Responsible Person is 905 Calle Amanecer, San Clemente, CA 92673, United States.

### 3. Persons acting in concert

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

<u>Name</u>	<u>Registered office</u>	<u>Relationship with CRT plc</u>
Impact Health Partners LLP	149-151 Regent Street, London, England, W1B 4JD	Investment manager of CRT plc
Mahesh Patel	149-151 Regent Street, London, England, W1B 4JD	Member of the CRT IM
Andrew Cowley	149-151 Regent Street, London, England, W1B 4JD	Member of the CRT IM
Jogendra Patel Will Trust	149-151 Regent Street, London, England, W1B 4JD	Mahesh Patel is the joint trustee for the benefit of close relatives
Jefferies International Limited	100 Bishopsgate, London, England, EC2N 4JL	Financial Adviser and joint corporate broker to CRT plc
Winterflood Securities Limited	Riverbank House, 2 Swan Lane, London, United Kingdom, EC4R 3GA	Joint corporate broker to CRT plc

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

<u>Name</u>	<u>Registered office</u>	<u>Relationship with Bidco</u>
Piper Sandler Limited	6 <sup>th</sup> Floor, 2 Gresham Street, London EC2V 7AD	Financial Adviser
J.P. Morgan Cazenove	25 Bank Street, London E14 5JP	Financial Adviser

### 4. Market quotations

**4.1** The following table shows the Closing Price for the CRT plc Shares on the London Stock Exchange on:

- (a) the first Business Day of each of the six months immediately before the date of this Document;
- (b) 10 March 2025, being the last Business Day prior to the commencement of the Offer Period; and
- (c) the Latest Practicable Date.



<u>Date</u>	<u>CRT plc Share (pence)</u>
1 October 2024 . . . . .	92.6
1 November 2024 . . . . .	86.4
2 December 2024 . . . . .	81.4
2 January 2025 . . . . .	82.5
3 February 2025 . . . . .	85.1
3 March 2025 . . . . .	79.8
10 March 2025 . . . . .	81.3
Latest Practicable Date . . . . .	108.4

## 5. Interests and dealings in relevant securities

### 5.1 For the purposes of this paragraph 5:

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

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

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

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

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

**“disclosure period”** means the period commencing on 11 March 2024, being the date 12 months prior to the commencement of the Offer Period, and ending on the Latest Practicable Date;

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

**“interest(s)”** in relevant securities has the meaning given to it in the Takeover Code;

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

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

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

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

## 5.2 Interests in relevant CRT plc securities

- (a) As at the Latest Practicable Date, the interests of the CRT plc Directors (and their close relatives, related trusts and connected persons) in CRT plc Shares were as follows:

<b>CRT plc Director</b>	<b>Number of CRT plc Shares</b>	<b>Percentage of CRT plc issued share capital (excluding treasury shares)</b>
Chris Santer . . . . .	14,137	0.003%
Simon Laffin . . . . .	100,000	0.024%
Rosemary Boot <sup>(1)</sup> . . . . .	30,000	0.007%
Cedi Frederick . . . . .	12,197	0.003%
Amanda Aldridge <sup>(2)</sup> . . . . .	20,000	0.005%
<b>TOTAL</b> . . . . .	<b>176,334</b>	<b>0.04%</b>

(1) Held on behalf of Rosemary Boot in accordance with the Cartlidge Morland SIPP.

(2) Held on behalf of Amanda Aldridge in accordance with the James Hay SIPP.

- (b) As at the Latest Practicable Date, neither Bidco nor CareTrust nor any person acting in concert with them held any interests in relevant CRT plc securities.

## 5.3 Dealings in relevant CRT plc securities

### CRT plc

During the Offer Period, there have been no dealings in relevant CRT plc securities by CRT plc Directors (and their respective close relatives, related trusts and connected persons) or by persons acting in concert with CRT plc.

### Bidco

During the Offer Period, there have been no dealings in relevant CRT plc securities by CareTrust or any Bidco Directors (or any CareTrust Responsible Persons (or their respective close relatives, related trusts and connected persons) or by persons acting in concert with Bidco or CareTrust.

## 5.4 Substantial Shareholders of CareTrust

The following CareTrust shareholders have pre-existing interests in CareTrust which create potential indirect interests of 5 per cent. or more in the capital of CRT plc as a result of the Acquisition becoming Effective:

<b>Name of CareTrust Shareholder</b>	<b>Number of CareTrust Shares Held</b>	<b>Percentage of CareTrust issued share capital</b>
Blackrock, Inc. <sup>(1)</sup> . . . . .	26,946,833	17.5%
The Vanguard Group <sup>(2)</sup> . . . . .	17,890,906	15.02%
Wellington Management Group LLP, Wellington Group Holdings LLP and Wellington Investment Advisors Holdings LLP <sup>(3)</sup> . . . . .	10,943,937	5.9%
State Street Corporation . . . . .	6,840,047	5.74%

(1) Amounts based on a Schedule 13G filing made on 8 November 2024 under the provisions of 13d-1(b) of the Securities Exchange Act of 1934 in respect of the filing event on 30 September 2024.

(2) Amounts based on a Schedule 13G filing made on 13 February 2024 under the provisions of 13d-1(b) of the Securities Exchange Act of 1934 in respect of the filing event on 29 December 2023.

(3) Amounts based on a joint Schedule 13G filing made on 10 February 2025 under the provisions of 13d-1(b) and (k) of the Securities Exchange Act of 1934 in respect of the filing event on 31 December 2024.

(4) Amounts based on a Schedule 13G filing made on 30 January 2024 under the provisions of 13d-1(b) of the Securities Exchange Act of 1934 in respect of the filing event on 31 December 2023.

## 5.5 General

Save as disclosed in this Document, as at the Latest Practicable Date:

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

## 6. Irrevocable undertakings

### 6.1 Shareholder irrevocable undertakings from CRT plc Directors

The following CRT plc Directors have given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting and, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept or procure acceptance of such offer, in each case in respect of their own legal and/or beneficial holdings of CRT plc Shares as well as any further CRT plc Shares which they may become the legal or beneficial holder of, being on the Latest Practicable Date:

<u>CRT plc Director</u>	<u>Number of CRT plc Shares</u>	<u>Percentage of CRT plc issued share capital</u>
Chris Santer . . . . .	14,137	0.003%
Simon Laffin . . . . .	100,000	0.024%
Rosemary Boot <sup>(1)</sup> . . . . .	30,000	0.007%
Cedi Frederick . . . . .	12,197	0.003%
Amanda Aldridge <sup>(2)</sup> . . . . .	20,000	0.005%
<b>TOTAL . . . . .</b>	<b>176,334</b>	<b>0.04%</b>

(1) Held on behalf of Rosemary Boot in accordance with a self invested pension plan administered by Cartlidge Morland.

(2) Held on behalf of Amanda Aldridge in accordance with a self invested pension plan administered by James Hay.

- 6.2** The irrevocable undertakings referred to in paragraph 6.1 above cease to be binding on the earlier of the following occurrences: (a) Bidco announces, with the consent of the Panel and in accordance with the terms of the Cooperation Agreement, that it does not intend to proceed with the Acquisition by way of the Scheme and within five Business Days thereof, Bidco does not announce a firm intention to implement the Acquisition by way of a Takeover Offer; (b) on the earlier of (i) the Long

Stop Date; or (ii) the date on which the Scheme lapses or is withdrawn unless either: (A) it is withdrawn or lapses in connection with an Agreed Switch (as defined and in accordance with the terms of the Cooperation Agreement), or (B) such lapse or withdrawal is to be followed promptly by a firm intention announcement made by Bidco or person acting in concert with Bidco to implement the Acquisition by a Takeover Offer or scheme on substantially the same or improved terms, and such announcement is made within five Business Days of such lapse or withdrawal (or within such other period as CRT plc and Bidco may agree); or (c) any competing offer for the entire issued and to be issued share capital of CRT plc is declared unconditional or, if proceeding by way of a scheme of arrangement, becomes effective.

### 6.3 Other Shareholder irrevocable undertakings

The following CRT plc Shareholders have given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting and, if Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, to accept or procure acceptance of such offer, in each case in respect of their own legal and/or beneficial holdings (or those CRT plc Shares over which they have control) of CRT plc Shares as well as any further CRT plc Shares which they may become the legal or beneficial holder of, being on the Latest Practicable Date:

<u>Name of CRT plc Shareholder</u>	<u>Number of CRT plc Shares</u>	<u>Percentage of CRT plc issued share capital</u>
Mahesh Patel . . . . .	9,750,000	2.353%
Jogendra Patel Will Trust . . . . .	725,000	0.175%
Andrew Cowley . . . . .	833,468	0.201%
Impact Health Partners LLP . . . . .	821,189	0.198%
<b>TOTAL . . . . .</b>	<b><u>12,129,657</u></b>	<b><u>2.9%</u></b>

The irrevocable undertakings referred to in this paragraph 6.3 are given on the basis set out in paragraph 6.2.

## 7. Letters of appointment of the CRT plc Directors

### 7.1 The Chair and the other CRT plc non-executive Directors

#### (a) Simon Laffin, Chair

Simon Laffin's appointment to the CRT plc Board commenced on 1 January 2023 and his appointment as Chair commenced on 1 April 2023 pursuant to a letter of appointment dated 9 March 2023. His engagement is terminable by either party giving to the other three months' written notice. His appointment was for an initial period of three years. As at 31 December 2024, he was entitled to receive an annual fee of £60,000 as Chair which increased to £61,500 as of 1 January 2025.

#### (b) Other CRT plc non-executive Directors

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

	<u>Date appointed Director</u>	<u>Current letter of Appointment date</u>	<u>Unexpired term of directorship</u>	<u>Fees (per annum) as at 31 December 2024</u>	<u>Current Fees (per annum) as of 1 January 2025</u>
Chris Santer . . . . .	13 May 2021	12 May 2021	The period to CRT plc's next AGM	£40,000	£41,000
Rosemary Boot . . . . .	16 January 2017	1 January 2022	The period to CRT plc's next AGM	£40,000	£41,000

	Date appointed Director	Current letter of Appointment date	Unexpired term of directorship	Fees (per annum) as at 31 December 2024	Current Fees (per annum) as of 1 January 2025
Cedi Frederick . . .	1 April 2024	15 March 2024	The period to CRT plc's next AGM	£30,137 <sup>(1)</sup>	£41,000
Amanda Aldridge . .	1 March 2019	1 January 2022	The period to CRT plc's next AGM	£46,000	£47,000

(1) Cedi Frederick joined the CRT plc Board on 1 April 2024.

As further elaborated in paragraph 6 of Part 1, it is intended that each of the CRT plc Directors will step down from the CRT plc Board with effect on or shortly after the Effective Date and will receive payment in lieu of notice.

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

(c) Other service agreements

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

## 8. Material contracts

### 8.1 CRT plc material contracts

(a) Confidentiality Agreement

CareTrust and CRT plc entered into a confidentiality agreement on 8 January 2025 (the "**Confidentiality Agreement**") pursuant to which each party has undertaken to, among other things: (a) keep confidential information relating to, inter alia, the Acquisition and not disclose it to third parties (other than authorised representatives) unless required by law or regulation; and (b) use the confidential information for the sole purpose of evaluating and negotiating the Acquisition. The Confidentiality Agreement has a term of two years.

(b) Cooperation Agreement

On 11 March 2025, CareTrust Guarantor, Bidco and CRT plc entered into a cooperation agreement in relation to the Acquisition (the "**Cooperation Agreement**"), pursuant to which, amongst other things Bidco and CRT plc have agreed to certain provisions if the Scheme should switch to a Takeover Offer. The obligations of Bidco under the Cooperation Agreement are guaranteed by CareTrust Guarantor.

The Cooperation Agreement will terminate:

- (i) if agreed in writing between the parties at any time prior to the Effective Date;
- (ii) upon written notice from Bidco to CRT plc if an Adverse Recommendation Change (as defined in the Cooperation Agreement) occurs; and
- (iii) upon written notice from Bidco to CRT plc or CRT plc to Bidco, if:
  - i. prior to the Long Stop Date, any Condition has been invoked by Bidco (where the invocation of the relevant Condition is permitted by the Panel);
  - ii. a Competing Proposal (as defined in the Cooperation Agreement) is: (a) recommended by the CRT plc Board or any committee thereof or (b) completes, becomes effective or is declared or becomes unconditional;



- iii. the Acquisition is, with the permission of the Panel (if required), terminated, withdrawn or lapses in accordance with its terms prior to the Long Stop Date (other than where such lapse or withdrawal is as a result of the exercise of Bidco's right to effect a Switch (as defined in the Cooperation Agreement) and such Switch is an Agreed Switch (as defined in the Cooperation Agreement));
- iv. the Scheme is not approved by the requisite majority of the CRT plc Shareholders at the Court Meeting, the Resolutions are not passed by the requisite majority of the CRT plc Shareholders at the General Meeting, or the Court refuses to sanction the Scheme and, in any such case, within two Business Days of a request from Bidco following such occurrence, CRT plc fails to give its consent to implement the Acquisition by way of a Takeover Offer rather than the Scheme;
- v. the Court Meeting or the General Meeting or the Court Hearing is/are not held by 21 May 2025, being the 22nd day after 29 April 2025 (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required)); or
- vi. unless otherwise agreed by the parties in writing, the Effective Date has not occurred by the Long Stop Date.

The above summary of the Cooperation Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the text of the Cooperation Agreement, which is available for inspection as described in paragraph 16 of this Part 7.

(c) Investment Management Agreement

On 3 October 2023, CRT plc and CRT IM entered into an amended and restated investment management agreement (the "**Investment Management Agreement**") pursuant to which CRT IM is appointed to act as investment manager and the alternative investment fund manager to CRT plc. Pursuant to the agreement, CRT IM is responsible for managing the assets of CRT plc in accordance with the investment policy of CRT plc.

Under the agreement, the CRT IM is entitled to a fee equal to:

- (i) a fixed annual fee of £95,000 per annum; plus
- (ii)  $\frac{1}{4}$  of 1 per cent. of the of CRT plc NAV per quarter to the extent that the NAV is less than or equal to £500 million; or
- (iii) £1,250,000 plus  $\frac{1}{4}$  of 0.7 per cent. of the amount by which the NAV exceeds £500 million per quarter to the extent that NAV is more than £500 million.

The Investment Management Agreement may be terminated on 12 months' written notice by either party or by the CRT IM on 3 months' written notice if a proposed amendment to the investment policy of CRT plc would prevent CRT IM from meeting the standard of care mentioned in the agreement.

Alternatively, the Investment Management Agreement may be terminated with immediate effect on the occurrence of certain events, including insolvency, in the event of a material and continuing breach, or if there is a change of control of CRT IM and the new investment manager is deemed to be unsuitable by the CRT plc Board.

CRT plc has given an indemnity in favour of the CRT IM and its associates in respect of its losses in carrying on its responsibilities under the Investment Management Agreement, except as shall arise from a breach of the Investment Management Agreement, negligence, wilful default, fraud or bad faith of CRT IM or a material breach of a law or regulation in any jurisdiction to which the CRT IM or the Company are subject.

The Investment Management Agreement is governed by English law.

(d) HSBC Facility Agreement—Amendment Agreement dated 8 September 2023

A facility agreement originally dated 3 April 2020, as amended and restated pursuant to amendment and restatement agreements dated 6 October 2021 and 31 October 2022 and as amended pursuant to an amendment agreement dated 30 March 2023 was entered into by Impact Finance 3 Limited as borrower (the “**HSBC Borrower**”), Impact Property 4 Limited as original guarantor (the “**HSBC Guarantor**”) and HSBC UK Bank plc, in its various capacities (including as arranger, agent, security agent and original lender) (the “**Original HSBC Facility Agreement**”). The terms of the Original HSBC Facility Agreement were amended pursuant to an amendment agreement dated 8 September 2023 (the “**HSBC Facility Agreement**”) pursuant to which, amongst other things, the termination date of the facility was extended until 6 April 2026. The below sets out the key terms of the HSBC Facility Agreement.

Under the terms of the HSBC Facility Agreement, a sterling revolving credit facility in an aggregate amount of £75,000,000 has been made available to the HSBC Borrower, of which £47,000,000 remains outstanding as at the date of this Document. The purpose of the facility includes: (i) on-lending to an obligor to finance the acquisition of an additional property or property owning company or to refinance the acquisition of an additional property or property owning company, subject to lender consent; (ii) on-lending for capex works; (iii) financing a payment by an obligor to its shareholder or subordinated creditor; (iv) payment of any upfront fees incurred in relation to hedging arrangements in relation to the facility; and (v) payment of any fees, costs and expenses, stamp registration and other taxes incurred by any obligor in connection with the acquisition of the properties and/or the documentation in relation to the facility.

The facility is made available until the termination date, being 6 April 2026, however the HSBC Borrower may on not less than five business days’ notice, cancel the whole or any part (being a minimum of £100,000) of the available facility. The period during which early prepayment and/or cancellation fees were payable has expired.

The facility allows for a bullet repayment, provided that on each interest payment date, the loan to value is equal to or less than 50%. However, where the loan to value is greater than 50%, the facility contains an obligation to repay amounts outstanding, in instalments, on that, and each subsequent interest payment date, in an amount necessary to ensure that on the termination date, the loan to value will be 50%.

The margin payable on the facility varies depending on the loan to value ratio at the relevant interest payment date. If the loan to value is less than or equal to 50% the margin will be 2.00% per annum, and if the loan to value is greater than 50% the margin will be 2.05% per annum.

Under the HSBC Facility Agreement the following fees were payable: (i) a commitment fee of 0.90% per annum on the available commitment for the availability period (which will expire on 6 January 2026); (ii) an arrangement fee (which has been paid in full); (iii) an agency fee (which is payable on a periodic basis); and (iv) a security agency fee (which is payable on a periodic basis).

Under the terms of the HSBC Facility Agreement, the obligors irrevocably and unconditionally guarantee to the finance parties the punctual performance by each obligor of all that obligor’s obligations under the HSBC Facility Agreement and any other finance document entered into in under or in connection with the HSBC Facility Agreement.

The HSBC Facility Agreement contains a number of standard representations, warranties, events of default and covenants that are standard for a facility of this type and is governed by English law.

The HSBC Facility Agreement is secured by way of: (i) an all assets debenture granted by the HSBC Borrower and HSBC Guarantor as chargors; (ii) a share charge granted over the shares in the HSBC Borrower by the parent; (iii) a subordinated creditor security agreement granted by the parent over all subordinated debt owed by each obligor to the parent; (iv) a floating charge granted by the HSBC Guarantor; (v) Scottish standard securities; and (vi) assignments of rent.

(e) Natwest Facility Agreement—Amendment and Restatement Agreement dated 28 June 2023

A facility agreement originally dated 25 June 2021, as was entered into by Impact Finance 4 Limited as borrower (the “**Natwest Borrower**”), Impact Property 7 Limited as original guarantor (the “**Natwest Guarantor**”) and National Westminster Bank plc, in its various capacities (including as

arranger, agent, security agent) (the “**Original Natwest Facility Agreement**”). The terms of the Original Natwest Facility Agreement were amended pursuant to an amendment agreement dated 28 June 2023 (the “**Natwest Facility Agreement**”) pursuant to which, amongst other things, the termination date of the facility was extended until 28 June 2028 and the facility was upsized to £50,000,000. The below sets out the key terms of the Natwest Facility Agreement.

Under the terms of the Natwest Facility Agreement, a sterling revolving credit facility in an aggregate amount of up to £50,000,000 has been made available to the Natwest Borrower, of which £45,300,000 remains outstanding as at the date of this Document. The Natwest Facility Agreement contains an option to exercise an accordion, provided that total commitments do not exceed £75,000,000. The purpose of the facility includes: (i) the refinancing of certain financial indebtedness of the group (including any intra-group debt balances; (ii) on-lending to an obligor to finance the acquisition of an additional property or property owning company or to refinance the acquisition of an additional property or property owning company, subject to lender consent; (iii) on-lending for capex works; (iv) financing a payment by an obligor to its shareholder or subordinated creditor; (v) payment of any upfront fees incurred in relation to hedging arrangements in relation to the facility; (vi) payment of any fees, costs and expenses, incurred by any obligor in connection the documentation in relation to the facility; and (vii) the general corporate and working capital purposes of the group.

The facility is made available until the termination date, being 28 June 2028, however the Natwest Borrower may on not less than five business days’ notice, cancel the whole or any part (being a minimum of £100,000) of the available facility. As is standard for revolving credit facilities, each loan is repayable at the end of its interest period and any loan that is repaid or prepaid may be redrawn.

The margin payable on the facility from 28 June 2023 until the date at which a sustainability side letter is entered into between the Natwest Borrower, the lender and the agent (being a side letter setting out arrangements in relation to, among other things, the applicable ESG standards, baselines, any calculation methodology, declassification events, KPIs and sustainability performance targets of the Natwest Borrower and the margin) is 2.00% per annum. On or after the entry into a sustainability side letter, the margin will be determined by the applicable side letter. The Natwest Borrower has not yet entered into a sustainability side letter.

Under the Natwest Facility Agreement the following fees were payable: (i) a commitment fee at the relevant percentage (being the rate (expressed as a percentage rate per annum) which is equal to 45% of the margin at that time) on the available commitment for the availability period (which will expire on 28 April 2028); (ii) an arrangement fee (which has been paid in full); and (iii) an cancellation fee (which will be set out in a fee letter if/when applicable.

Under the terms of the Natwest Facility Agreement, the obligors irrevocably and unconditionally guarantee to the finance parties the punctual performance by each obligor of all that obligor’s obligations under the Natwest Facility Agreement and any other finance document entered into in under or in connection with the Natwest Facility Agreement.

The Natwest Facility Agreement contains a number of standard representations, warranties, events of default and covenants that are standard for a facility of this type and is governed by English law.

The Natwest Facility Agreement is secured by way of: (i) an all assets debenture granted by the Natwest Borrower and Natwest Guarantor as chargors; (ii) a share charge granted over the shares in the Natwest Borrower by the parent; (iii) a subordinated creditor security agreement granted by the parent over all subordinated debt owed by each obligor to the parent; (iv) Scottish standard securities; (v) Scottish standard securities; and (vi) a Northern Irish debenture.

## **8.2 Bidco material contracts**

### **(a) Confidentiality Agreement**

See paragraph 8.1(a) above for details on the Confidentiality Agreement between Bidco and CRT plc.

### **(b) Cooperation Agreement**

See paragraph 8.1(b) above for details of the Cooperation Agreement between Bidco and CRT plc.

(c) Revolving Credit Facility

On 18 December 2024, a wholly-owned subsidiary of CareTrust, CTR Partnership, L.P. (the “**Operating Partnership**”), as the borrower, CareTrust, as guarantor, CareTrust GP, LLC, and certain of the Operating Partnership’s wholly owned subsidiaries entered into a third amended and restated credit and guaranty agreement with KeyBank National Association, as administrative agent, an issuing bank and swingline lender, and the lenders party thereto (the “**Credit Agreement**”). The Credit Agreement, which amends and restates CareTrust’s existing second amended and restated credit and guaranty agreement, dated as of 16 December 2022, now provides for an unsecured revolving credit facility (the “**Credit Facility**”) with revolving commitments in an aggregate principal amount of \$1.2 billion, including a letter of credit subfacility for 10% of the then available revolving commitments and a swingline loan subfacility for 10% of the then available revolving commitments. CareTrust currently expects to use borrowings under the Credit Facility for working capital purposes, for capital expenditures, to fund acquisitions and for general corporate purposes.

The Credit Facility has a maturity date of February 9, 2029, and includes two, six-month extension options.

The Credit Agreement provides that, subject to customary conditions, including obtaining lender commitments and pro forma compliance with financial maintenance covenants under the Credit Agreement, the Operating Partnership may seek to increase the aggregate principal amount of the revolving commitments and/or establish one or more new tranches of term loans under the Credit Facility in an aggregate amount not to exceed \$800 million. CareTrust does not currently have any commitments for such increased commitments or loans.

The interest rates applicable to loans under the Credit Facility are, at the Operating Partnership’s option, equal to either a base rate plus a margin ranging from 0.05% to 0.55% per annum or Adjusted Term SOFR or Adjusted Daily Simple SOFR (each as defined in the Credit Agreement) plus a margin ranging from 1.05% to 1.55% per annum based on the debt to asset value ratio of CareTrust and its consolidated subsidiaries (subject to decrease at the Operating Partnership’s election if CareTrust obtains certain specified investment grade ratings on its senior long-term unsecured debt). In addition, the Operating Partnership will pay a facility fee on the revolving commitments under the Credit Facility ranging from 0.15% to 0.35% per annum, based on the debt to asset value ratio of CareTrust and its consolidated subsidiaries (unless CareTrust obtains certain specified investment grade ratings on its senior long-term unsecured debt and the Operating Partnership elects to decrease the applicable margin as described above, in which case the Operating Partnership will pay a facility fee on the revolving commitments ranging from 0.125% to 0.30 % per annum based off the credit ratings of CareTrust’s senior long-term unsecured debt).

Loans made under the Credit Facility are not subject to interim amortization prior to the final maturity date therefor (other than swingline loans which are due and payable within ten business days of the date on which they were advanced if sooner than the final maturity date of the Credit Facility). The Operating Partnership is not required to repay any loans (other than swingline loans) under the Credit Facility prior to the maturity date therefor, other than to the extent the outstanding revolving borrowings exceed the aggregate revolving commitments under the Credit Facility. The Operating Partnership is permitted to prepay all or any portion of the loans under the Credit Facility prior to maturity without premium or penalty, subject to reimbursement of any Term SOFR (as defined in the Credit Agreement) breakage costs of the lenders.

The Credit Facility is guaranteed, jointly and severally, by CareTrust and its wholly owned subsidiaries that are party to the Credit Agreement (other than the Operating Partnership). The Credit Agreement contains customary covenants that, among other things, restrict, subject to certain exceptions, the ability of CareTrust and its subsidiaries to grant liens on their assets, incur indebtedness, sell assets, make investments, engage in acquisitions, mergers or consolidations, enter into certain transactions with affiliates, create restrictions on distributions from subsidiaries, amend organizational documents and pay certain dividends and other restricted payments. The Credit Agreement requires CareTrust to comply with financial maintenance covenants to be tested quarterly, consisting of a maximum debt to asset value ratio, a minimum fixed charge coverage ratio, a minimum tangible net worth, a maximum secured debt to asset value ratio, a maximum unsecured debt to unencumbered properties asset value ratio and a minimum unsecured interest coverage ratio. The Credit Agreement also

contains certain customary events of default, including the failure to make timely payments under the Credit Facility or other material indebtedness, the failure to satisfy certain covenants, the occurrence of a change of control and specified events of bankruptcy and insolvency.

## 9. Offer-related fees and expenses

### 9.1 Fees and expenses of the Wider Bidco Group

The aggregate fees and expenses expected to be incurred by the Wider Bidco Group in connection with the Acquisition (excluding any applicable VAT) are expected to be<sup>(1)</sup>:

Category	Amount (excluding applicable VAT) (£m)
Financing arrangements . . . . .	0.0 <sup>(2)</sup>
Financial and corporate broking advice . . . . .	6.6 <sup>(3)(4)</sup>
Legal advice . . . . .	2.4 <sup>(4)</sup>
Accounting advice . . . . .	1.0 <sup>(4)</sup>
Public relations advice . . . . .	0.0
Other professional services . . . . .	0.8 <sup>(4)</sup>
Other costs and expenses . . . . .	0.1 <sup>(5)</sup>
<b>TOTAL</b> . . . . .	<b>10.9</b>

- (1) Amounts do not include disbursements and have been subjected to rounding adjustments.
- (2) Cash to be utilised to finance the transaction has been drawn down from the Credit Facility, on which interest is due as set out in paragraph 8.2 of Part 7 of this Document.
- (3) Amount payable in respect of the aggregate fees and expenses for these services depends on the Acquisition becoming Effective. The total does not include disbursements.
- (4) Certain of the fees and expenses are converted from USD to GBP at an exchange rate of 1USD to 0.7741 GBP using the Bloomberg spot exchange rate at 4.30 p.m. (London time) on the Latest Practicable Date. The actual amount of the fees and expenses incurred on a GBP basis may vary depending on foreign exchange movements during the course of the Offer Period.
- (5) Includes Panel fees.

In addition, stamp duty at a rate of 0.5% on the purchase price of the Scheme Shares to be acquired by Bidco pursuant to the Scheme will be payable by Bidco.

### 9.2 Fees and expenses of the CRT plc Group

The aggregate fees and expenses expected to be incurred by CRT plc in connection with the Acquisition (excluding any applicable VAT) are expected to be<sup>(1)</sup>:

Category	Amount (excluding applicable VAT) (£m)
Financial and corporate broking advice . . . . .	4.0 <sup>(2)</sup>
Legal advice . . . . .	1.5 <sup>(3)</sup>
Accounting advice . . . . .	0.0
Public relations advice . . . . .	0.1
Other professional services . . . . .	0.2 <sup>(4)</sup>
Other costs and expenses . . . . .	0.0 <sup>(5)</sup>
<b>TOTAL</b> . . . . .	<b>5.9</b>

- (1) Amounts have been subjected to rounding adjustments.
- (2) Amount payable in respect of the aggregate fees and expenses for these services depends on the Acquisition becoming Effective. The total does not include disbursements.
- (3) Amount excludes disbursements but includes counsel's fees for services in connection with the court process relating to the Scheme. Certain parts of these costs may also depend on whether the Acquisition becomes Effective.
- (4) Certain of these services are provided by reference to hourly or daily rates. Amounts included in the table above reflect the time incurred up to the Latest Practicable Date and an estimate of the further time required prior to the Effective Date.
- (5) Amount includes costs of printing and data room costs.



- 9.3** Save as disclosed in this Document, the emoluments of the CRT plc Directors and the Bidco Directors will not be affected by the Acquisition or any other associated transaction.
- 9.4** There is no agreement or arrangement to which Bidco is a party which relates to the circumstances in which it may or may not invoke a Condition to the Scheme.

## **10. Cash confirmation**

Piper Sandler, in its capacity as the financial adviser to Bidco and CareTrust, is satisfied that sufficient resources are available to Bidco to enable it to satisfy in full the cash consideration payable to Scheme Shareholders under the terms of the Acquisition.

## **11. No significant change**

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

## **12. Property valuation**

- 12.1** For the purposes of Rule 29.5 of the Takeover Code, the CRT plc Directors confirm that the Property Valuer has confirmed to CRT plc that, as at the date of this Document the value of properties within the scope of its valuation report would not be materially different to the valuation given by the Property Valuer as at 31 December 2024 and contained in the Property Valuer's valuation report set out in Appendix 1 of this Document.

For the purposes of Rule 29.6 of the Takeover Code, if the assets within CRT plc's property portfolio were to be sold at the valuations contained in the valuation report set out in Appendix 1 of this Document, any gains realised on such disposal may be subject to taxation in the UK. Generally, disposals by a 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 Acquisition, it is not expected that the aforementioned liability to taxation will crystallise.

## **13. Sources and bases of selected financial information**

- 13.1** The value placed by the Acquisition on, and the number of CRT plc Shares subject to irrevocable undertakings expressed as a percentage of, CRT plc's issued share capital are calculated by reference to the existing issued share capital of CRT plc, which is based on 414,368,169 CRT plc Shares in issue (which, for the avoidance of doubt, includes the Scheme Restricted Shares) at close of business on the Latest Practicable Date.
- 13.2** CRT plc does not hold any shares in treasury.
- 13.3** CRT plc has not issued or granted any options or other rights to subscribe for shares or other securities of CRT plc.
- 13.4** Unless otherwise stated, all prices and closing prices for CRT plc Shares are closing middle market quotations derived from the London Stock Exchange Daily Official List (SEDOL).
- 13.5** Volume-weighted average prices have been derived from Bloomberg and have been rounded to the nearest single decimal place.
- 13.6** Premium / discount to EPRA NTA is calculated by reference to the latest published EPRA NTA for the relevant period, sourced from CRT plc's financial results.
- 13.7** Unless otherwise stated, the financial information relating to CRT plc is extracted from the audited consolidated financial statements of CRT plc for the financial year to 31 December 2024 prepared in accordance with IFRS.

- 13.8** The financial information relating to CareTrust is extracted from the audited consolidated financial statements of CareTrust for the fiscal year to ended 31 December 2024, prepared in accordance with US GAAP.
- 13.9** Property portfolio and valuation information relating to CRT plc is from the valuation report produced by the Property Valuer as set out in Appendix 1 of this Document.
- 13.10** Total Accounting Return (which is unaudited) is the growth in NAV per ordinary share plus the dividends paid per ordinary share expressed as a percentage of NAV per share at the beginning of the relevant period. Note for CRT plc this calculation is based on NAV at the time of IPO and the audited NAV as at 31 December 2024.
- 13.11** Figures converted from USD to GBP have been converted based on the spot rate of USD / GBP of 1 USD to 0.7741 GBP derived from Bloomberg at 4.30 p.m. (London time) on the Latest Practicable Date.
- 13.12** Certain figures included in this Document have been subject to rounding adjustments to the nearest decimal.

#### **14. Incorporation by reference**

- 14.1** Parts of other documents are incorporated by reference in, and form part of, this Document.
- 14.2** Part 5 (*Financial Information*) of this Document sets out which sections of such documents are incorporated into this Document.
- 14.3** A person (other than a Sanctions Disqualified Shareholder) who has received this Document may request a copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference will not be sent to such persons unless requested by calling the Shareholder Helpline between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding public holidays in England and Wales) on 0370 703 0340 (or +44 370 703 0340 if calling from outside the UK). Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note the Shareholder Helpline cannot provide advice on the merits of the Scheme nor give any financial, investment, legal or tax advice.

#### **15. Other information**

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

## **16. Documents available for inspection**

Until and including the Effective Date (or the date on which the Scheme lapses or is withdrawn, if earlier) a copy of each of the following documents will be available via a link on CRT plc's website at <https://www.carereit.co.uk/investors/the-offer/> and CareTrust's website at <https://investor.caretrustreit.com/resources/Offer-for-Care-REIT>:

- 16.1** this Document;
- 16.2** the Forms of Proxy;
- 16.3** the CRT plc Articles;
- 16.4** a draft of the articles of association of CRT plc as proposed to be amended at the General Meeting;
- 16.5** the memorandum and articles of association of Bidco;
- 16.6** the audited consolidated financial statements of the CRT plc Group for the two years ended 31 December 2023 and 31 December 2024;
- 16.7** the audited consolidated financial statements of CareTrust for the fiscal years ended 31 December 2023 and 31 December 2024;
- 16.8** the written consent from each of Jefferies, Winterflood, J.P. Morgan and Piper Sandler referred to at paragraph 15.1 of this Part 7;
- 16.9** the written consent from the Property Valuer referred to at paragraph 15.2 of this Part 7;
- 16.10** the Revolving Credit Facility;
- 16.11** the irrevocable undertakings referred to at paragraph 6 of this Part 7; and
- 16.12** the material contracts referred to at paragraph 8 of this Part 7 to the extent they were entered into in connection with the Acquisition.

## PART 8

### DEFINITIONS

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

<b>“2023 Annual Report”</b> .....	the annual report and accounts of CRT plc for the financial year ended on 31 December 2023;
<b>“Accounts Date”</b> .....	31 December 2023;
<b>“Acquisition”</b> .....	the proposed acquisition by Bidco of the entire issued and to be issued ordinary share capital of CRT plc (excluding any Scheme Restricted Shares), to be effected by means of the Scheme (or by way of a Takeover Offer under certain circumstances described in this Document), and, where the context admits, any subsequent revision, variation, extension or renewal thereof;
<b>“Acquisition Price”</b> .....	108 pence in cash per CRT plc Share;
<b>“Adjusted EPS”</b> .....	adjusted earnings per share;
<b>“Announcement Date”</b> .....	11 March 2025, being the date of the Rule 2.7 Announcement;
<b>“Authorisations”</b> .....	regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals;
<b>“Bidco”</b> .....	CR United Bidco Ltd, an indirect, wholly-owned subsidiary of CareTrust;
<b>“Bidco Directors”</b> .....	the directors of Bidco from time to time;
<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 the United Kingdom); or (ii) any similar blocking or anti-boycott law;
<b>“Business Day”</b> .....	a day (not being a Saturday or a Sunday) on which banks generally are open in London, United Kingdom, for the processing and receiving of normal, non-automated, banking business;
<b>“CareTrust”</b> .....	CareTrust REIT, Inc.;
<b>“CareTrust Group”</b> .....	CareTrust and its subsidiaries and its subsidiary undertakings and, where the context permits, each of them;
<b>“CareTrust Guarantor”</b> .....	CTR Partnership, L.P.;
<b>“CareTrust Responsible Persons”</b> .....	Diana Laing, Spencer Plumb, Careina Williams, Anne Olson, David Sedgwick, James Callister and William Wagner;
<b>“Cash Consideration”</b> .....	the cash amount of 108 pence payable by Bidco under the Acquisition in respect of each CRT plc Share (excluding any Scheme Restricted Shares), as may be adjusted in accordance with the terms of the Acquisition as set out in the Rule 2.7 Announcement;

<b>“Clearance”</b> .....	has the meaning given to it in Condition 3(b) of Part A of Part 3 of this Document;
<b>“Closing Price”</b> .....	the closing middle market price of a CRT plc Share as derived from the Daily Official List on any particular date;
<b>“Companies Act”</b> .....	the Companies Act 2006, as amended;
<b>“Computershare”</b> .....	Computershare Investor Services plc;
<b>“Conditions”</b> .....	the conditions to the Acquisition, as set out in Part 3 ( <i>Conditions to and Further Terms of the Scheme and the Acquisition</i> ) of this Document and <b>“Condition”</b> shall mean any one of them;
<b>“Confidentiality Agreement”</b> .....	the confidentiality agreement between CareTrust and CRT plc dated 8 January 2025 in respect of the Acquisition;
<b>“Cooperation Agreement”</b> .....	the cooperation agreement between CareTrust Guarantor, Bidco and CRT plc dated 11 March 2025, relating to, amongst other things, the implementation of the Acquisition;
<b>“Court”</b> .....	the High Court of Justice in England and Wales;
<b>“Court Hearing”</b> .....	the Court hearing at which CRT plc will seek an order sanctioning the Scheme pursuant to Part 26 of the Companies Act;
<b>“Court Meeting”</b> .....	the meeting of Scheme Shareholders to be convened with the permission of the Court pursuant to section 896 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment), notice of which is set out in Part 9 ( <i>Notice of Court Meeting</i> ) of this Document, and including any adjournment, postponement or reconvening thereof;
<b>“Court Order”</b> .....	the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
<b>“CREST”</b> .....	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear;
<b>“CREST Applications Host”</b> .....	the communication hosting system operated by Euroclear;
<b>“CREST Manual”</b> .....	the CREST Manual published by Euroclear, as amended from time to time;
<b>“CREST Proxy Instruction”</b> .....	the proxy appointment or instruction made using the CREST service, properly authenticated in accordance with the specifications of Euroclear and containing the information required by the CREST Manual;
<b>“CREST Regulations”</b> .....	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) (including as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018), as amended from time to time;
<b>“CRT IM”</b> .....	Impact Health Partners LLP;
<b>“CRT plc”</b> .....	Care REIT plc;



<b>“CRT plc Articles”</b> .....	the articles of association of CRT plc as amended from time to time;
<b>“CRT plc Board” or “CRT plc Directors”</b> ..	the directors of CRT plc as at the date of this Document;
<b>“CRT plc Group”</b> .....	CRT plc and its subsidiaries and its subsidiary undertakings and where the context permits, each of them;
<b>“CRT plc Shareholders”</b> .....	holders of CRT plc Shares (other than Sanctions Disqualified Shareholders);
<b>“CRT plc Shares”</b> .....	the ordinary shares with a nominal value of 1 pence each in the capital of CRT plc from time to time;
<b>“CRT plc Statements”</b> .....	has the meaning given to it in Part 11 <i>CRT plc Statements</i> of this Document;
<b>“Daily Official List”</b> .....	the Daily Official List published by the London Stock Exchange;
<b>“Dealing Disclosure”</b> .....	has the same meaning as in Rule 8 of the Takeover Code;
<b>“Disclosed”</b> .....	the information which has been fairly disclosed by or on behalf of CRT plc: (i) in the 2023 Annual Report; (ii) in the announcement of CRT plc’s results for the six months ended 30 June 2024; (iii) in the Rule 2.7 Announcement; (iv) in any other announcement to a Regulatory Information Service by or on behalf of CRT plc prior to the publication of the Rule 2.7 Announcement; (v) in filings made with the Registrar of Companies and appearing in CRT plc’s file or the file of any member of the Wider CRT plc Group at Companies House within the two years immediately preceding 5.00 p.m. on 8 March 2025; and/or (vi) to CareTrust and/or Bidco (or their respective officers, employees, agents or advisers) before the Announcement Date (including, without limitation, all matters fairly disclosed in the written replies, correspondence, documentation and information provided in an electronic data room created by or on behalf of CRT plc);
<b>“Document”</b> .....	this document dated 2 April 2025 addressed to CRT plc Shareholders containing the Scheme and an explanatory statement in compliance with section 897 of the Companies Act;
<b>“Effective”</b> .....	in the context of the Acquisition: (i) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective in accordance with its terms; or (ii) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or having become unconditional in accordance with the requirements of the Takeover Code;

<b>“Effective Date”</b> .....	the date on which either: (i) the Scheme becomes effective in accordance with its terms; or (ii) (if Bidco elects to implement the Acquisition by way of a Takeover Offer, subject to Panel consent and the terms of the Cooperation Agreement), the date on which such Takeover Offer becomes or is declared unconditional in accordance with the requirements of the Takeover Code, and <b>“Effective”</b> shall be construed accordingly;
<b>“Electronic Payment Mandate”</b> .....	a standing electronic payment mandate with Computershare for the purpose of receiving dividend payments from CRT plc in pounds sterling;
<b>“Encumbrances”</b> .....	all liens, equitable interests, options, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever;
<b>“EPRA”</b> .....	The European Public Real Estate Association, who produce best practice recommendations for financial reporting;
<b>“EPRA EPS”</b> .....	EPRA earnings per share;
<b>“EPRA NTA”</b> .....	EPRA Net Tangible Assets;
<b>“Euroclear”</b> .....	Euroclear UK & International Limited;
<b>“Excluded Shares”</b> .....	(i) any CRT plc Shares beneficially owned by Bidco, any member of the Wider Bidco Group or any other person holding shares in Bidco; (ii) any Scheme Restricted Shares;
<b>“Explanatory Statement”</b> .....	the explanatory statement contained in Part 2 ( <i>Explanatory Statement</i> ) of this Document in compliance with section 897 of the Companies Act;
<b>“FCA” or “Financial Conduct Authority”</b> ..	the UK Financial Conduct Authority;
<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>“FRI lease”</b> .....	full repairing and insuring lease;
<b>“General Meeting”</b> .....	the general meeting of CRT plc Shareholders to be convened in connection with the Scheme to consider and, if thought fit, to approve the Resolutions (with or without amendment), which is expected to be held as soon as the Court Meeting shall have concluded and notice of which is set out in Part 10 ( <i>Notice of General Meeting</i> ) of this Document, and including any adjournment, postponement or reconvening thereof;
<b>“HMRC”</b> .....	His Majesty’s Revenue & Customs;
<b>“IFRS”</b> .....	International Financial Reporting Standards;
<b>“Jefferies”</b> .....	Jefferies International Limited, financial adviser and joint corporate broker to CRT plc;

<b>“J.P. Morgan”</b> .....	J.P. Morgan Securities LLC, together with its affiliate J.P. Morgan Securities plc (which conducts its UK investment banking business as J.P. Morgan Cazenove and which is authorized in the United Kingdom by the Prudential Regulation Authority and regulated in the United Kingdom by the Prudential Regulation Authority and the Financial Conduct Authority);
<b>“Latest Practicable Date”</b> .....	close of business on 31 March 2025, being the latest practicable date before publication of this Document;
<b>“Listing Rules”</b> .....	the rules and regulations published by the FCA and contained in the UK Listing Rules sourcebook which is part of the FCA Handbook;
<b>“London Stock Exchange”</b> .....	the London Stock Exchange Group;
<b>“Long Stop Date”</b> .....	11.59 p.m. (London time) on 9 July 2025 or such later date as may be agreed in writing by Bidco and CRT plc (with the Panel’s consent and as the Court may approve (if such consent or approval is required));
<b>“LTV”</b> .....	loan to value;
<b>“Meeting”</b> .....	the Court Meeting and/or the General Meeting, as the case may be;
<b>“NAV”</b> .....	Net Asset Value;
<b>“Non-Disqualified Shareholder”</b> .....	any person (other than a Sanctions Disqualified Person) who is interested in, owns, holds or controls (directly or indirectly, including as a custodian or nominee) CRT plc Shares that are held, directly or indirectly, by a Sanctions Disqualified Agent where the Sanctions Disqualified Agent has provided evidence satisfactory to the CRT plc Board; (i) confirming that neither the Sanctions Disqualified Agent nor such person is a Sanctions Disqualified Person; and (ii) in the context of the Acquisition, demonstrating the Sanctions Disqualified Agent’s present and future compliance with the applicable Sanctions;
<b>“NYSE”</b> .....	the New York Stock Exchange;
<b>“Offer Period”</b> .....	the offer period (as defined by the Takeover Code) relating to CRT plc, which commenced on 11 March 2025 and ending on the earlier of: (i) the Effective Date and/or (ii) the date on which the Acquisition lapses or is withdrawn (or such other date as the Takeover Code may provide or the Panel may decide);
<b>“Official List”</b> .....	the Official List of the FCA;
<b>“Opening Position Disclosure”</b> .....	has the same meaning as in Rule 8 of the Takeover Code;
<b>“Overseas Shareholders”</b> .....	CRT plc Shareholders (or nominees of, or custodians or trustees for CRT plc Shareholders) not resident in, or nationals or citizens of, the United Kingdom;
<b>“Panel”</b> .....	the Panel on Takeovers and Mergers;
<b>“Piper Sandler”</b> .....	Piper Sandler Ltd, financial adviser to CareTrust and Bidco;

<b>“Property Valuer”</b> .....	Cushman & Wakefield Debenham Tie Leung Limited;
<b>“Registrar of Companies”</b> .....	the Registrar of Companies in England and Wales;
<b>“Regulatory Information Service”</b> .....	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory information;
<b>“REIT”</b> .....	real estate investment trust;
<b>“Resolutions”</b> .....	the resolutions proposed to be passed at the General Meeting in connection with, among other things, the implementation of the Scheme and such other matters as may be necessary to implement the Scheme including (without limitation) a resolution to amend CRT plc’s Articles by the adoption and inclusion of: (i) a new article under which any CRT plc Shares issued or (other than any Scheme Restricted Shares) transferred after the Voting Record Time shall either be subject to the Scheme or (after the Scheme Record Time) be immediately transferred to Bidco (or as it may direct) in exchange for the same cash consideration as is due under the Scheme; (ii) a right for Bidco or such other person as CareTrust or Bidco may direct to compulsorily acquire any Scheme Restricted Shares for the same cash consideration as is due under the Scheme upon it becoming legally permissible to do so; (iii) a resolution to restrict the rights otherwise attaching to any Scheme Restricted Shares; and (iv) a resolution to re-register CRT plc as a private company, to be considered at the General Meeting as set out in Part 10 ( <i>Notice of General Meeting</i> ) of this Document;
<b>“Restricted Jurisdiction”</b> .....	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if the Acquisition is extended or made available in that jurisdiction or if information concerning the Acquisition is made available in that jurisdiction or where to do so would result in a requirement to comply with any governmental or other consent or any registration, filing or other formality which Bidco or CRT plc regards as unduly onerous;
<b>“Revolving Credit Facility”</b> .....	the Third Amended and Restated Credit and Guaranty Agreement made and entered into as of 18 December 2024 by and among CTR Partnership, L.P., a Delaware limited partnership, as borrower, CareTrust, a Maryland corporation, as a guarantor, the other guarantors identified therein, the several banks and other financial institutions and lenders from time to time party thereto and KeyBank National Association, in its capacity as administrative agent for such lenders, as an issuing bank and as swingline lender;
<b>“Rule 2.7 Announcement”</b> .....	the joint announcement made by Bidco and CRT plc in relation to the Acquisition on 11 March 2025;
<b>“Sanction Hearing”</b> .....	the Court hearing to sanction the Scheme;

<b>“Sanctions”</b> .....	any economic or financial sanctions laws or regulations, as amended from time to time, administered, enacted or enforced by: (i) the United Kingdom; (ii) the European Union or any member state thereof; (iii) the United States; (iv) the United Nations; or (v) any other jurisdiction applicable to and binding on CRT plc or CareTrust;
<b>“Sanctions Disqualified Agent”</b> .....	any person who from time to time is acting in the capacity as a nominee, custodian or agent in respect of CRT plc Shares (including by virtue of directly or indirectly holding any interest in CRT plc Shares and/or acting as a nominee of a nominee in respect of such CRT plc Shares) for or on behalf of a Sanctions Disqualified Person, even if such person is also acting in such capacity as a nominee, custodian or agent in respect of CRT plc Shares for a person who is not a Sanctions Disqualified Person;
<b>“Sanctions Disqualified Person”</b> .....	any person from time to time who is the subject of Sanctions (including by reason of ownership, control or agency, in accordance with the applicable Sanctions, with or by any person that is the subject of Sanctions) that impose restrictions or prohibitions on: <ul style="list-style-type: none"> <li>(a) dealing in any CRT plc Shares which such person (directly or indirectly, including as a custodian or nominee) owns, holds or controls or dealing in any cash consideration payable by Bidco for the Scheme Shares to or for the benefit of such person (including, without limitation, accepting, receiving, holding or transferring such consideration); or</li> <li>(b) engaging in any transaction contemplated by the Explanatory Statement in connection with or related to such person and/or the Acquisition;</li> </ul>
<b>“Sanctions Disqualified Shareholder”</b> ..	any: <ul style="list-style-type: none"> <li>(a) Sanctions Disqualified Person; or</li> <li>(b) Sanctions Disqualified Agent in respect of all CRT plc Shares held by such Sanctions Disqualified Agent other than CRT plc Shares determined by the CRT plc Board to be held, owned or controlled directly or indirectly by, for or on behalf of a Non-Disqualified Shareholder;</li> </ul>
<b>“Scheme”</b> .....	the proposed scheme of arrangement under Part 26 of the Companies Act between CRT plc and the Scheme Shareholders in connection with the Acquisition, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by CRT plc and Bidco;
<b>“Scheme Record Time”</b> .....	6.00 p.m. on the Business Day immediately preceding the Effective Date, or such later time as Bidco and CRT plc may agree;
<b>“Scheme Restricted Shares”</b> .....	CRT plc Shares which are held by Sanctions Disqualified Shareholders;
<b>“Scheme Shareholders”</b> .....	holders of Scheme Shares;

<b>"Scheme Shares"</b> .....	CRT plc Shares which remain in issue at the Scheme Record Time and are:  (a) in issue as at the date of this Document; (b) (if any) issued after the date of this Document but before the Voting Record Time; and/or (c) (if any) issued on or after the Voting Record Time and at or before the Scheme Record Time, either on terms that the original or any subsequent holders thereof will be bound by the Scheme or in respect of which the holders thereof will have agreed in writing to be bound by the Scheme,  but in each case other than the Excluded Shares;
<b>"Significant Interest"</b> .....	a direct or indirect interest in 20 per cent. or more of the voting rights or equity share capital of an undertaking;
<b>"Takeover Code"</b> .....	the City Code on Takeovers and Mergers;
<b>"Takeover Offer"</b> .....	subject to the consent of the Panel and the terms of the Cooperation Agreement, should the Acquisition be implemented by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act, the offer to be made by or on behalf of Bidco to acquire the entire issued and to be issued share capital of CRT plc (excluding any Scheme Restricted Shares), other than Excluded Shares and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;
<b>"Third Party"</b> .....	each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body or any other body or person whatsoever in any jurisdiction;
<b>"UK" or "United Kingdom"</b> .....	United Kingdom of Great Britain and Northern Ireland;
<b>"US" or "United States"</b> .....	United States of America, its territories and possessions, any state of the United States of America, and all other areas subject to its jurisdiction and any political subdivision thereof;
<b>"US Exchange Act"</b> .....	United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
<b>"US GAAP"</b> .....	generally accepted accounting principles in the United States;
<b>"Voting Record Time"</b> .....	6.30 p.m. on the day which is two days (excluding any day which is not a Business Day) before the date of the Court Meeting and the General Meeting or, if the Court Meeting and/or the General Meeting is adjourned, 6.30 p.m. on the day which is two days (excluding any day which is not a Business Day) before the date of such adjourned meeting;



<b>“Wider Bidco Group”</b> .....	Bidco and its subsidiaries, subsidiary undertakings and associated undertakings, and any other body corporate, person or undertaking (including a joint venture, partnership, firm or company) in which Bidco and/or such undertakings (aggregating their interests) have a Significant Interest;
<b>“Wider CRT plc Group”</b> .....	CRT plc and its subsidiaries, subsidiary undertakings and associated undertakings and any other body corporate person or undertaking (including a joint venture, partnership, firm or company) in which CRT plc and/or such undertakings (aggregating their interests) have a Significant Interest; and
<b>“Winterflood”</b> .....	Winterflood Securities Limited, joint corporate broker to CRT plc.

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

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

All times referred to in this Document are London times.

References to the singular include the plural and vice versa.

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

## PART 9

### NOTICE OF COURT MEETING

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

Claim No. CR-2025-001293

Insolvency and Companies Court Judge Baister

### IN THE MATTER OF CARE REIT PLC

and

### IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an Order dated 31 March 2025 made in the above matters, the High Court of England and Wales (the “**Court**”) has given permission for a meeting (the “**Court Meeting**”) to be convened of the Scheme Shareholders (as defined in the Scheme of Arrangement referred to below), for the purpose of considering and, if thought fit, approving (with or without modification) a Scheme of Arrangement (the “**Scheme**”) pursuant to Part 26 of the Companies Act 2006 (as amended) proposed to be made between Care REIT plc (in this Notice of Court Meeting, the “**Company**”) and the Scheme Shareholders (as defined in the said Scheme) and that such meeting will be held at the offices of Travers Smith LLP, 10 Snow Hill, London EC1A 2AL on 29 April 2025, at 10.00 a.m. at which place and time all 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 section 897 of the Companies Act 2006 are incorporated in the document of which this notice forms part.

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

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

At the Court Meeting, the following resolution will be proposed:

*“That the scheme of arrangement dated 2 April 2025 (the “**Scheme of Arrangement**”), between the Company and the holders of the Scheme Shares (as defined in the Scheme of Arrangement), a print of which has been produced to this meeting and, for the purposes of identification, signed by the chair hereof, in its original form or with, or subject to, any modification, addition or condition approved or imposed by the Court and jointly consented to by the Company and Bidco, be approved and the directors of the Company be authorised to take all such actions as they consider necessary or appropriate for carrying the Scheme of Arrangement into effect.”*

For the Court Meeting (or any adjournment thereof) to be properly convened, a quorum of two persons entitled to vote on the business to be transacted, each being a Scheme Shareholder, the proxy of a Scheme Shareholder or (where the Scheme Shareholder is a corporation) a duly authorised corporate representative, must be present.

*Right to appoint a proxy: procedure for appointment*

**Scheme Shareholders entitled to attend and vote at the Court Meeting may vote in person at such meeting or they may appoint another person or persons, whether a Scheme Shareholder or not, as their proxy or proxies to attend, speak and vote in their place.**

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

**A BLUE Form of Proxy for use at the Court Meeting has been provided with this notice. Instructions for its use are set out on the form. It is requested that the BLUE Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy thereof) be returned to the Company's registrars, Computershare Investor Services plc, at The Pavilions, Bridgwater Road, Bristol, BS99 6ZY either: (i) by post or (ii) (during normal business hours only) by hand, to be received not later than 10.00 a.m. on 25 April 2025 or, in the case of an adjournment of the Court Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a day which is not a Business Day) before the time and date set for the adjourned Court Meeting. However, if not so lodged, BLUE Forms of Proxy (together with any such authority, if applicable) may be handed to the Chair of the Court Meeting or to Computershare, on behalf of the Chair of the Court Meeting before the start of the Court Meeting and will be valid.**

Scheme Shareholders entitled to attend and vote at the Court Meeting who hold their shares through CREST may appoint a proxy using the CREST proxy voting service. Proxies submitted using the CREST Proxy Voting Service must be transmitted so as to be received by Computershare (under CREST ID 3RA50) not later than 10.00 a.m. on 25 April 2025 (or, in the case of an adjournment of the Court Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a day which is not a Business Day) before the time and date set for the adjourned Court Meeting). For this purpose, the time of receipt will be taken to be the time from which Computershare are able to retrieve the message by enquiry to CREST.

As an alternative to completing and returning the printed BLUE Form of Proxy or appointing a proxy through CREST, Scheme Shareholders entitled to attend and vote at the Court Meeting may appoint a proxy electronically by accessing Computershare's online voting portal [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy). For security purposes, you will be asked to enter the control number, your shareholder reference number (SRN) personal identification number (PIN) to validate the submission of your proxy online. The control number, members' individual SRN and PIN numbers are shown on the accompanying Forms of Proxy. If you are a member of CREST you may be able to use the CREST electronic proxy appointment service. For an electronic proxy appointment to be valid, the appointment must be received by Computershare no later than 10.00 a.m. on 25 April 2025 (or, in the case of an adjournment of the Court Meeting, not less than 48 hours (excluding any part of such 48-hour period falling on a day which is not a Business Day) before the time and date set for the adjourned Court Meeting). Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

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

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

#### *Voting Record Time*

Entitlement to attend, speak and vote (in person or by proxy) at the Court Meeting, or any adjournment thereof, and the number of votes which may be cast at the Court Meeting, will be determined by reference to the register of members of the Company at 6.30 p.m. on 25 April 2025 (or, if the Court Meeting is adjourned, 6.30 p.m. on the date which is two days before the date fixed for the adjourned Court Meeting (excluding any day which is not a Business Day)). Changes to the register of members of the Company after such time will be disregarded in determining the rights of any person to attend, speak and vote at the Court Meeting.

#### *Joint Holders*

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

### *Corporate Representatives*

As an alternative to appointing a proxy, any Scheme Shareholder which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its power as a member, provided that (i) only one corporate representative is to be counted in determining whether under section 899(1) of the Companies Act 2006 a majority in number of the Scheme Shareholders approved the Scheme; and (ii) if two or more corporate representatives purport to vote in respect of the same shares, if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way, and in other cases the power is treated as not exercised.

The documentation required to be published pursuant to Section 311A of the Companies Act 2006 is available at <https://www.carereit.co.uk/investors/the-offer/>.

By the said Order, the Court has appointed Simon Laffin or, failing them, Rosemary Boot or, failing them, any other director of the Company to act as Chair of the Court Meeting and has directed the Chair to report the result thereof to the Court.

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

Dated 2 April 2025

TRAVERS SMITH LLP  
10 Snow Hill  
London  
EC1A 2AL

*Solicitors for the Company*

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

**PART 10**  
**NOTICE OF GENERAL MEETING**

**CARE REIT PLC**  
**(registered in England and Wales with company number 10464966)**  
**(the “Company”)**

**NOTICE IS HEREBY GIVEN** that a general meeting of the Company (in this Notice of General Meeting, the “**General Meeting**”) will be held at the offices of Travers Smith LLP, 10 Snow Hill, London EC1A 2AL on 29 April 2025, at 10.15 a.m. (or as soon thereafter as the Court Meeting (as defined in the document of which this Notice of General Meeting forms part) concludes or is adjourned) for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as a special resolution (the “**Resolution**”).

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

**SPECIAL RESOLUTION**

THAT:

- (a) for the purpose of giving effect to the scheme of arrangement dated 2 April 2025 between the Company and the holders of Scheme Shares (as defined in the said scheme), a print of which has been produced to this meeting and, for the purposes of identification, signed by the Chair thereof, in its original form or with or subject to such modification, addition or condition agreed by the Company and CR United Bidco Ltd and approved or imposed by the Court (the “**Scheme**”), the directors of CRT plc (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect;
- (b) with effect from the passing of this resolution, the articles of association of the Company be and are hereby amended by the adoption and inclusion of the following new Article 275:

**“275. Scheme of Arrangement**

- 275.1 In this Article 275, the “**Scheme**” means the scheme of arrangement dated 2 April 2025 under Part 26 of the Companies Act 2006 between the Company and the Scheme Shareholders (as defined in said Scheme), in its original form or with or subject to any modification, addition or condition agreed by the Company and CR United Bidco Ltd (the “**Purchaser**”) and approved or imposed by the Court and (save as defined in this Article 275) expressions defined in the Scheme shall have the same meanings in this Article 275.
- 275.2 Notwithstanding any other provision of these Articles or the terms of any resolution whether ordinary or special passed by the Company in any general meeting, if the Company issues any CRT plc Shares (other than to the Purchaser or its nominee(s)) or any subsidiary of the Purchaser, any parent undertaking or any subsidiary of such parent undertaking of the Purchaser (each a “**Purchaser Company**”) on or after the Voting Record Time and on or before the Scheme Record Time, such CRT plc Shares shall be issued or registered subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the holders of such CRT plc Shares shall be bound by the Scheme accordingly.
- 275.3 Notwithstanding any other provision of these Articles, subject to the Scheme becoming Effective, if any shares are issued or transferred to any person (other than under the Scheme or to a Purchaser Company or its nominee(s)) (a “**New Member**”) after the Scheme Record Time (each a “**Transfer Share**”), they will be issued or transferred on terms that they shall (on the Effective Date or, if later, on the issue or transfer (but subject to the terms of Article 275.7 below)) be immediately transferred to the Purchaser (or such person as it may direct), who shall be obliged to acquire each Transfer Share in

consideration for and conditional on the payment to the New Member by or on behalf of the Purchaser of an amount in cash for each Transfer Share equal to the consideration to which the New Member would have been entitled under the Scheme had such Transfer Share been a Scheme Share.

- 275.4 Notwithstanding any other provisions of these Articles, subject to the Scheme becoming Effective, the rights and entitlements which would otherwise be exercisable in respect of or attach to any Scheme Restricted Shares will not be exercisable or apply in respect of such Scheme Restricted Shares for as long as a direct or indirect interest holder in such Scheme Restricted Shares is a Sanctions Disqualified Shareholder including, without limitation:
- 275.4.1 the right to receive notice of, be present at or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll or to exercise any other right conferred by membership in relation to any such meeting or poll, and any votes purported to be cast by or on behalf of such member in respect of the Scheme Restricted Shares at a general meeting or at a separate meeting of the holders of a class of shares will be disregarded;
- 275.4.2 the right to receive notices or documents (including, without limitation, share certificates, annual reports, accounts and resolutions) from or in respect of the Company;
- 275.4.3 save for any transfer pursuant to Article 275.5, the right to transfer such Scheme Restricted Shares or have such transfer be registered and any purported transfer of such Scheme Restricted Shares will be void;
- 275.4.4 the right to a further issuance of shares in respect of any such Scheme Restricted Shares or in pursuance of an offer made to the holders of shares in the Company; and
- 275.4.5 any right to receive payment of sums due from the Company on such Scheme Restricted Shares, whether in respect of distributions, of capital pursuant to any share buyback or otherwise and any such payment or other money payable in respect of such Scheme Restricted Shares shall be withheld by the Company, which shall not have any obligation to pay interest on it, and be paid into a blocked or frozen account (as applicable) in accordance with applicable Sanctions.
- 275.5 Subject to the Scheme becoming Effective, upon each direct and indirect interest holder of Scheme Restricted Shares ceasing to be a Sanctions Disqualified Shareholder or Bidco having obtained the requisite licences in accordance with all applicable Sanctions to acquire such Scheme Restricted Shares in the manner set out in this Article 275 (at such point, such shareholder becoming a “**Non-Restricted Holder**” and such shares becoming “**Non-Restricted Shares**”), the Purchaser may, in its sole and unfettered discretion, serve written notice on the Non-Restricted Holder obliging it to transfer each such Non-Restricted Share immediately to the Purchaser (or as it may direct) free from all Encumbrances. Such transfer shall be in consideration of the payment by or on behalf of Bidco to the Non-Restricted Holder (subject to Article 275.7) of an amount in cash for each such Non-Restricted Share equal to the cash consideration to which such Non-Restricted Holder would have been entitled under the Scheme had such Non-Restricted Share been a Scheme Share. Any amounts withheld by the Company pursuant to Article 275.4.5 shall also be released to the Non-Restricted Holder upon the later of (i) the transfer of such Non-Restricted Shares to the Purchaser (or as it may direct) or (ii) the satisfaction of any remaining Sanctions restrictions in respect of the payment of such amounts.
- 275.6 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation), the value of the consideration per Transfer Share to be paid under Article 275.3 shall be adjusted by the Directors in such manner as the auditors of the Company or an investment bank selected by the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article 275 to shares or CRT plc Shares shall, following such adjustment, be construed accordingly.



- 275.7 To give effect to any transfer required by Article 275.3 or 275.5, the Company may appoint any person as attorney and/or agent for the New Member or Non-Restricted Holder (as applicable) to transfer the Transfer Shares or the Non-Restricted Shares (as applicable) to the Purchaser (or as the Purchaser may direct) and do all such other things and execute and deliver all such documents or deeds as may in the opinion of such attorney or agent be necessary or desirable to vest the Transfer Shares or the Non-Restricted Shares (as applicable) in the Purchaser (or as the Purchaser may direct) and pending such vesting to exercise all such rights attaching to the Transfer Shares or the Non-Restricted Shares (as applicable) as the Purchaser may direct. If an attorney or agent is so appointed, the New Member or, as applicable, the Non-Restricted 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 or the Non-Restricted Shares (as applicable) unless so agreed in writing by the Purchaser or any other Purchaser Company designated by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form or instrument of transfer or instructions of transfer (whether as a deed or otherwise) on behalf of the New Member or, as applicable, the Non-Restricted Holder (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the consideration of the Transfer Shares or the Non-Restricted Shares (as applicable) and may register the Purchaser or any other Purchaser Company designated by the Purchaser as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member for the Transfer Shares or the Non-Restricted Holder for the Non-Restricted Shares. The Purchaser shall send a cheque, or procure the despatch of a cheque, drawn on a UK clearing bank in favour of the New Member (or any subsequent holder), or by any alternative method communicated by the Purchaser to the New Member or the Non-Restricted Holder (as applicable), for the purchase price of such Transfer Shares or Non-Restricted Shares (as applicable) within 14 days after the time on which the Transfer Shares or are issued or transferred to the New Member or, as applicable, the Non-Restricted Shares are transferred to the Purchaser or Purchaser Company designated by the Purchaser. The payment of such consideration shall constitute a complete discharge to the Purchaser and the Company in respect of their respective obligations.
- 275.8 If the Scheme shall not have become Effective by the applicable date referred to in (or otherwise set in accordance with) clause 6.2 of the Scheme, this Article 275 shall cease to be of any effect.
- 275.9 Notwithstanding any other provision of these Articles, both the Company and the Board shall refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date other than to the Purchaser and/or its nominee(s) pursuant to the Scheme; and
- (c) subject to the Scheme becoming effective in accordance with its terms and with effect from the cancellation of the listing of CRT plc Shares on the official list of the Financial Conduct Authority (in its capacity as competent authority under Part VI of the Financial Services and Markets Act 2000) and the trading of CRT plc Shares on London Stock Exchange plc's main market for listed securities:
- (i) the Company be re-registered as a private limited company under the Companies Act 2006; and
  - (ii) the name of the Company be changed to CareTrust UK Limited.

By order of the Board of Care REIT plc

JTC UK Limited  
*Company Secretary*  
2 April 2025  
6th Floor, 63 Curzon Street, London, W1J 8PD

**Notes:**

1. A member of the Company entitled to attend and vote at this meeting (not being a Sanctions Disqualified Shareholder) is entitled to appoint one or more proxies to attend, to speak and to vote in their place. If you wish to appoint more than one proxy, each proxy must be appointed to exercise the

rights attached to a different share or shares held by you. If you wish to appoint a proxy, please use the WHITE form of proxy enclosed with this notice. In the case of joint shareholders, only one need sign the WHITE form of proxy. The vote of the senior joint shareholder will be accepted to the exclusion of the votes of the other joint shareholders. For this purpose, seniority will be determined by the order in which the names of the shareholders appear in the register of members in respect of the joint shareholding. The completion and return of the WHITE form of proxy will not stop you from attending and voting in person at the General Meeting should you wish to do so and are so entitled. If you have appointed a proxy and attend the General Meeting and vote in person, your proxy appointment will automatically be terminated. A proxy need not be a shareholder of the Company.

2. To be valid, the WHITE form of proxy, together with any power of attorney or other authority under which it is signed, or a duly certified copy thereof, must be received at the offices of Computershare at The Pavilions, Bridgwater Road, Bristol, BS99 6ZY either: (i) by post or (ii) (during normal business hours only) by hand, not later than 48 hours before the time of the General Meeting or, as the case may be, the adjourned General Meeting (excluding any part of such 48-hour period falling on a day which is not a Business Day).
3. Alternatively, you can submit your proxy by accessing Computershare's online voting portal [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy). For security purposes, you will be asked to enter the control number, your shareholder reference number (SRN) and personal identification number (PIN) to validate the submission of your proxy online. The control number, members' individual SRN and PIN numbers are printed on the WHITE form of proxy enclosed with this notice or is available from Computershare. If you are a member of CREST you may be able to use the CREST electronic proxy appointment service. Electronic proxy appointments must be received not later than 10.15 a.m. on 25 April 2025 (or, in the case of an adjourned General Meeting, not less than 48 hours prior to the time and date set for such adjournment General Meeting (excluding any day which is not a Business Day)). Full details of the procedure to be followed to appoint a proxy electronically are given on the website.
4. The Company, pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, specifies that entitlement to attend and vote at the General Meeting or any adjournment thereof, and the number of votes which may be cast thereat, will be determined by reference to the register of members of the Company not less than 48 hours before the time of such meeting or adjourned meeting (excluding any day which is not a Business Day). Changes to the register of members after 6.30 p.m. on 25 April 2025 or, if the General Meeting is adjourned, after 6.30 p.m. on the date two days prior to the date set for the adjourned General Meeting (excluding any day which is not a Business Day), will be disregarded in determining the rights of any person to attend or vote at the General Meeting.
5. If you submit your proxy electronically through CREST, to be valid the appropriate CREST message (regardless of whether it relates to the appointment of a proxy or to an amendment to the instruction given to a previously appointed proxy) must be transmitted so as to be received by Computershare (under CREST ID 3RA50), by no later than 10.15 a.m. on 25 April 2025 (or, in the case of an adjourned General Meeting, not less than 48 hours (excluding any part of a day that is not a working day) before the time of the adjourned General Meeting). The time of receipt will be taken to be the time from which Computershare is able to retrieve the message by enquiry to CREST.
6. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
7. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages and the normal system timings and limitations apply to the input CREST proxy instructions.
8. The Company may treat as invalid a CREST proxy instruction in the circumstances set out in Regulation 35(5) of the Uncertificated Securities Regulations 2001.
9. A corporation which is a CRT plc Shareholder can appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member provided that no more than one corporate representative exercises powers over the same share.

10. As at the Latest Practicable Date, the Company's issued share capital comprised 414,368,169 ordinary shares of 1 pence each carrying one vote each. Therefore, the total voting rights of the Company as at the Latest Practicable Date are 414,368,169.
11. Any member (not being a Sanctions Disqualified Shareholder) attending the General Meeting has a right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the General Meeting but no such answer need be given if: (a) to do so would interfere unduly with the preparation for the General Meeting or involve the disclosure of confidential information; (b) the answer has already been given on a website in the form of an answer to a question; or (c) it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered.
12. Voting on the resolution at the General Meeting will be conducted by a poll rather than a show of hands.
13. A copy of this Notice of General Meeting, and other information required by section 311A of the Companies Act 2006, can be found at <https://www.carereit.co.uk/investors/the-offer>.

## PART 11

### CRT PLC STATEMENTS

#### First CRT plc Statement

On 24 January 2025, the CRT plc Board announced, among other things, an increased dividend target of 7.20 pence for the year to 31 December 2025. The CRT plc Board stated that:

*“The Board of Directors of Care REIT plc (LSE: CRT), the real estate investment trust which gives investors exposure to a diversified portfolio of UK healthcare real estate assets, in particular care homes, is pleased to provide a trading update for the quarter to 31 December 2024, declare a dividend of 1.7375 pence for Q4 2024 and announce an increased dividend target for 2025 of 7.20 pence<sup>1</sup>.*

*Our tenants’ operational performance continues to benefit from the strong long-term fundamentals of our sector, alongside their experience and focus on delivering sustainable care for vulnerable elderly people. This has resulted in rent cover<sup>2</sup>, for the quarter ending 31 December 2024, of 2.3x. Underlying occupancy levels remain robust and increased to 89.2% as at 31 December 2024, with average weekly fee growth of 6.5% during the year.<sup>3</sup>”*

“

The statement set out above (the “**First CRT plc Statement**”) constitutes an ordinary course profit forecast published before the start of the offer period for the purposes of Note 2(a) to Rule 28 of the Takeover Code, and accordingly, the requirements of Rule 28.1(c) of the Takeover Code apply in relation to the CRT plc Statement.

#### Directors’ confirmation in respect of the First CRT plc Statements

The CRT plc Directors have considered the First CRT plc Statement and confirm that, as at the date of this Document, the First CRT plc Statement remains valid and confirm that it has been properly compiled on the basis of the assumptions stated below and that the basis of accounting used is consistent with CRT plc’s accounting policies. Any of the assumptions set out below could turn out to be incorrect and therefore affect the validity of the First CRT plc Statement.

#### Second CRT plc Statements

On 13 March 2025, the CRT plc Board announced the publication of CRT plc’s annual report and accounts for the 12 months ended 31 December 2024 (the “**2024 Accounts**”). The CRT plc Board stated in the 2024 Accounts, among other things, that:

*“The rental growth built into our leases and the return to rental payments from the former Silverline homes will also support further progression in our earnings and dividend.”;*

*“Our model delivers predictable and rising revenue, so we can pay a progressive, fully covered dividend.”;*  
and

*“We aim to deliver a dividend that’s fully covered by adjusted earnings. The total dividend for 2024 was 128% covered by EPRA EPS and 107% covered by Adjusted EPS. Our dividend target for 2025 is 7.20 pence per share, an increase of 3.6% on 2024.”*

<sup>1</sup> This is a target only and not a profit forecast. There can be no assurance that the target will be met and it should not be taken as an indicator of the Company’s expected or actual results.

<sup>2</sup> Rent cover is our tenants’ aggregated EBITDARM for either the quarter or the 12 months divided by the aggregate rent for the same period. It excludes “turnaround” and “immature” homes. Immature homes being defined as homes that are newly opened or undergoing major capital improvement requiring partial closure. The rent cover calculation excludes eight properties that are defined as turnaround or immature.

<sup>3</sup> Tenant reporting is due within six weeks following the quarter end. At the date of preparing this announcement, 91% of the operator reporting (as a percentage of the Group’s contracted income) had been received for the period to 31 December 2024.

The statements set out above (the “**Second CRT plc Statements**” and, together with the First CRT plc Statement, the “**CRT plc Statements**”) constitute ordinary course profit forecasts published during the offer period for the purposes of Rule 28.1(a) and Note 2(b) on Rule 28.1 of the Takeover Code, the requirements of Rule 28.1(c) of the Takeover Code apply in relation to the CRT plc Statement.

### **Directors’ confirmation in respect of the Second CRT plc Statements**

With the consent of CareTrust, the Panel granted a dispensation from the Takeover Code requirement for CRT plc’s reporting accountants and financial advisers to prepare reports in respect of the Second CRT plc Statements.

The CRT Directors have considered the Second CRT plc Statements and confirm that, as at the date of this Document, the Second CRT plc Statements remain valid and confirm that they have been properly compiled on the basis of assumptions stated below and that the basis of accounting used is consistent with CRT’s accounting policies.

The CRT plc Statements exclude any transaction costs applicable to the Offer or any other associated accounting impacts as a direct result of the Offer.

### **Assumptions**

The CRT plc Statements were prepared on the basis of the following assumptions, any of which could turn out to be incorrect and therefore affect the validity of the CRT plc Statements (or any of them):

#### ***Factors outside the influence or control of the CRT plc Directors:***

- No material change in the political, economic and/or market environment that would materially affect CRT plc.
- There will be no material changes in market conditions over the period to 31 December 2025 in relation to either tenant demand or competitive environment.
- No significant or one-off events or litigation that would have a material impact on the operating results or financial position of CRT plc.
- There will be no material adverse change to CRT plc Group’s tenant relationships.
- No adverse changes to inflation or interest or tax rates compared with CRT plc’s budgeted estimates.
- No material adverse events which will have a significant impact on the operating results or financial position of CRT plc.
- No material adverse outcome from any ongoing or future disputes with any tenants, competitor, regulator or tax authority.
- No material change in legislation, taxation, regulatory requirements, applicable standards or the position of any regulatory bodies impacting CRT plc’s operations or accounting policies.

#### ***Factors within the influence and control of the CRT plc Directors:***

- No additional significant acquisitions, disposals, developments, partnership or joint venture agreements being entered into by CRT plc which could have a materially dilutive effect on CRT plc’s earnings.
- No material change in the dividend or capital policies.
- No material changes to the CRT IM team of CRT plc.
- No material changes to CRT plc’s strategy.
- CRT plc’s accounting policies will be consistently applied in the period ending 31 December 2025.

**APPENDIX 1**  
**VALUATION REPORT**



# **VALUATION OF:**

## **PROJECT HANOVER**

### **PREPARED FOR:**

Care REIT plc

### **VALUATION DATE:**

31 December 2024

Better never settles

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Strictly Confidential – For Addressee Only

## VALUATION RECORD

<b>To:</b>	Care REIT plc The Scalpel 18th Floor 52 Lime Street London EC3M 7AF  (the “ <b>Client</b> ” or “ <b>you</b> ”)  Jefferies International Limited` 100 Bishopsgate London EC2N 4JL  (together with the Client, the “ <b>Addressees</b> ”)
<b>Fund Name:</b>	Care REIT (the “ <b>Fund</b> ”)
<b>Properties:</b>	The address, tenure and property type of each of the properties (“ <b>Properties</b> ”) is included in the Appendices.
<b>Report date:</b>	21 March 2025
<b>Valuation date:</b>	31 December 2024 (“ <b>Valuation Date</b> ”)
<b>Our reference:</b>	2540EJ00

## 1. Instructions

### 1.1 Appointment

We are pleased to submit our report and valuation (the “**Valuation Report**”), which has been prepared in accordance with the engagement letter and terms set out therein dated 31 March 2025, together with the Valuation Services Schedule and our Terms of Business (the

**“Engagement”**). The Engagement forms an integral part of this Valuation Report. A redacted version of the Valuation Services Schedule can be found at the back of this document.

Included in the Engagement Letter is the Valuation Services Schedule. It is essential to understand that the contents of this Valuation Report are subject to the various matters we have assumed, which are referred to and confirmed as Assumptions in the Valuation Services Schedule (which forms part of the Engagement). Where Assumptions detailed in the Valuation Services Schedule are also referred to within this Valuation Report they are referred to as an "assumption" or "assumptions". Unless otherwise defined, all capitalised terms herein shall be as defined in the Engagement.

You have informed us that the Properties are categorised as investment.

The portfolio comprises:

- 95 freehold properties
- 10 long leasehold properties (over 50 years)
- 32 heritable properties

Further detail on the properties and interests valued are detailed in the Appendices.

## 1.2 Compliance with RICS Valuation – Global Standards

We confirm that the valuation and Valuation Report have been prepared in accordance with the RICS Valuation – Global Standards, which incorporate the International Valuation Standards ("IVS") and the RICS UK national supplement (the **"RICS Red Book"**), edition current at the Valuation Date. It follows that the valuations are compliant with IVS.

## 1.3 Status of Valuer and Conflicts of Interest

We confirm that all valuers who have contributed to the valuation have complied with the requirements of PS1 of the RICS Red Book. We confirm that we have sufficient current knowledge of the relevant markets, and the skills and understanding to undertake the valuation competently. The Valuation is the responsibility of Sophia Sham MRICS, who is a member of the RICS Valuer Registration Scheme and is in a position to provide an objective and unbiased Valuation, and who will act as **"External Valuer"** (as defined in the RICS Red Book) qualified for the Purpose of Valuation.

C&W and any affiliate do not act as External Valuer as defined under the Alternative Investment Fund Managers Directive (AIFMD) legislation, or its equivalent under local law. C&W expressly disclaims any responsibility or obligations under AIFMD. C&W act in the capacity of Valuation Advisor and are subject to the Limitation of Liability terms agreed in the Engagement in respect of advice in relation to your obligations under AIFMD.

A potential conflict has been identified with the Properties and the Client. The potential conflict is as follows:

C&W have current involvement with the Properties in that they are the incumbent valuers to the Company and provide quarterly valuations for inclusion in the Company's accounts. C&W undertake various instructions in providing property advice to the Company. We therefore confirm that C&W have current, anticipated and previous recent involvement with the Properties. The advice includes regular valuations of the Properties for accounts purposes as well as ongoing agency, development and other advice in respect of the Properties.

Other than the above, C&W has had no additional previous, recent or current involvement with the Properties and C&W does not anticipate any future fee earning relationship with the Properties. Therefore, C&W does not consider that any conflict arises in preparing the Valuation requested.

## 1.4 Purpose of Valuation

We are instructed to provide this Valuation Report in a form compliant with Rule 29 of the City Code on Takeovers and Mergers (the "**Takeover Code**") (the "**Valuation Report**"), for the purposes of inclusion in the scheme document to be published by the Company (the "**Scheme Document**") (the "**Purpose of Valuation**") in connection with the recommended cash offer by CR United Bidco Limited ("Bidco") for the Scheme Shares (as such term is defined in the Scheme Document).

Therefore, in accordance with PS 2.5 and UK VPS 6 we have made certain disclosures in connection with this valuation instruction and our relationship with you. These are included in item 1.5 below.

## 1.5 Disclosures required under the provisions of PS 2.5 and UK VPS 6

### Time as Signatory

Sophia Sham MRICS of Cushman & Wakefield Debenham Tie Leung Limited, 125 Old Broad Street, EC2N 1AR has been the signatory of Valuation Reports provided to the Client in respect of the Fund for the same purpose as the purpose of this Valuation for a continuous period since 31 December 2020.

Tom Robinson MRICS of Cushman & Wakefield Debenham Tie Leung Limited, 125 Old Broad Street, EC2N 1AR has been the supporting signatory of Valuation Reports provided to the Client in respect of the Fund for the same purpose as the purpose of this Valuation for a continuous period since 30 September 2021

C&W confirms that the period for which Sophia Sham will be the Responsible Valuer and signatory to the Report over the engagement period will not exceed 5 years.

Both signatories are Members of the RICS

### C&W's relationship with the Client

Cushman & Wakefield have been carrying out this instruction for the Client in respect of the Fund since 31 December 2016

We confirm that the period for which C&W has been carrying out the valuation of the Property for the same Valuation Purpose for the Client does not exceed 10 years or will not exceed 10 years at the completion of the engagement.

We confirm that there is no other fee-earning relationship between Cushman & Wakefield and the Client other than this valuation instruction.

### Rotation Policy

C&W complies with the standards and recommendations in the RICS Red Book UKNS VPS 3.3 in relation to the valuer rotation policy and transition to valuer and firm rotation. C&W's policy in this regard is explained and set out in the Valuation Services Schedule.

### Fee income from the Client

Cushman & Wakefield's financial year end is 31 December. We confirm that the proportion of fees payable by the Client to C&W in the financial year to 2024 was less than 5%. We anticipate that the proportion of fees for the financial year to 31 December 2025 will remain at less than 5%.

### C&W involvement in the Properties in the previous 12 months

C&W have not received an introductory fee or negotiated a purchase in respect of the Property within the last 12 months.

### Client Party Linked Benefits

You have confirmed that client parties do not receive a direct fee or benefit as a result of the valuation instruction and performance against indices or benchmarks.

## 1.6 Inspection

We confirm that we have inspected the Properties in accordance with our Engagement.

## 1.7 Departures

We have made no Departures from the RICS Red Book.

## 1.8 Limitations

The Client should be made aware of the following limitations (the “**Limitations**”): none

## 1.9 Floor Areas

Unless specified otherwise, floor areas and analysis in this report are based on the following bases of measurement, as defined in RICS Property Measurement and RICS Code of Measuring Practice (the edition current at the Valuation Date):

Care Homes	GIA
Medical	NIA

## 1.10 Measurement

We have adopted floor areas provided to us by the Client.

## 1.11 Significant Environmental, Social and Governance (ESG) factors used and considered

Sustainability and ESG factors are considerations in the decision-making of market participants and may be reflected in pricing.

In arriving at our opinion of value we have had regard to the potential impact of significant Environmental, Social, and Governance (ESG) factors on value, to the extent that such factors are reasonably identifiable and quantifiable. These factors include physical risks; transition risks related to policy or legislation to achieve sustainability, and risks reflecting the views and needs of market participants. The level of ESG consideration is commensurate with the type of asset or liability, location, and the purpose of the valuation.

For the avoidance of doubt, this valuation does not constitute an ESG risk assessment or rating, which require additional expertise beyond the scope of the valuer. ESG cost consultancy is also outside the expertise and scope of the valuer, we have therefore relied on cost information where provided.

## 1.12 Sources of Information

In addition to information established by us, we have relied on the information obtained from you and others listed in this Valuation Report.

We have made the assumption that the information provided by you and your respective professional advisers in respect of the Properties we have valued is both full and correct. We have made the further assumption that details of all matters relevant to value within your and their collective knowledge, such as prospective lettings, rent reviews, outstanding requirements under



legislation and planning decisions, have been made available to us, and that such information is up to date.

We confirm that the valuation has been undertaken bringing the required levels of independence and objectivity to bear on the instruction, applying professional scepticism to information and data where it is provided and relied on as evidence.

### 1.13 General Comment

All valuations are professional opinions on a stated basis, coupled with any appropriate assumptions or Special Assumptions. A valuation is not a fact, it is an estimate. The degree of subjectivity involved will inevitably vary from case to case, as will the degree of certainty, or probability, that the valuer's opinion of value would exactly coincide with the price achieved were there an actual sale at the Valuation Date.

Property values can change substantially, even over short periods of time, and so our opinion of value could differ significantly if the date of valuation were to change. If you wish to rely on our valuation as being valid on any other date you should consult us first.

Should you contemplate a sale, we strongly recommend that the Properties are given proper exposure to the market.

A copy of this Valuation Report should be provided to your solicitors and they should be asked to inform us if they are aware of any aspect which is different, or in addition, to that we have set out; in which case we will be pleased to reconsider our opinion of value in the light of their advice and / or opinions.

## 2. Taxation and costs

The opinion of value which C&W will attribute to the Properties will be the figure C&W considers would appear in a contract for sale, subject to the appropriate assumptions for the Basis of Value reported. Costs associated with the transaction, including any taxes, legal fees and other expenses, would be payable by the purchaser in addition to the figure reported.

No adjustment will be made by C&W to reflect any liability to taxation that may arise on disposal, or development of the Properties nor for any costs associated with disposal incurred by the owner. Furthermore, no allowance will be made by C&W to reflect any liability to repay any government or other grants, taxation allowance or lottery funding that may arise on disposal.

C&W's valuation figure for the Properties will be that receivable by a willing seller excluding VAT, if applicable.

## 3. VAT

You have advised us that you have not exercised your option to tax in respect of the Properties within the Fund.

The valuation and rent included in this Valuation Report are net of value added tax at the prevailing rate.

## 4. Property Information

### 4.1 Enquiries

We have undertaken and completed the various matters referred to in the "Scope of Services" section of the Engagement. Save as referred to below, the results of our enquiries and inspections do not contradict the Assumptions which we have made and are referred to in the Engagement.

#### Environmental Matters (including Flooding)

Reviewing the relevant Local Authority websites regarding environmental matters, including contamination and flooding (subject to the provisions of section 10.4 of the Assumptions). For the avoidance of doubt, C&W will not undertake an environmental assessment or prepare a land quality statement, which would be the responsibility of an environmental consultant or chartered environmental surveyor. In this respect, C&W will have regard to any environmental reports provided to C&W (subject to the provisions of section 10.4 of the Assumptions).

We understand Old Prebendal House and Stretton Hall were subject to flood events in December 2025. At the date of valuation, an insurance claim had been submitted and was in progress.

## 5. Basis of Valuation

In accordance with your instructions, we have undertaken our valuation on the following basis:

### 1. Market Value

Our opinion of the Market Value of the Properties has been primarily derived using comparable recent market transactions on arm's length terms.

### 5.1 Definitions

#### Market Value

Market Value as referred to in VPS 2, Item 4 of the current edition of the RICS Valuation - Global Standards which incorporate the International Valuation Standards ("**IVS**") and the RICS UK national supplement (the "**RICS Red Book**"), and applying the conceptual framework which is set out in IVS102:

*"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."*

#### Valuation of Trade Related Properties

Certain property types are normally bought and sold based on their trading potential as they have usually been designed or adapted and fitted out for a specific use and the resulting lack of flexibility usually means that the value of the property interest is intrinsically linked to the returns that the owner can generate from that use.

As a result our opinion of value of the Properties has been assessed having regard to its trading potential based on an income approach to value unless there is a clear alternative use, unless otherwise stated our opinion of value assume the Properties are fully equipped operational entities and include:

- The legal interest in the land and buildings.
- The trade inventory, usually comprising all trade fixtures, fittings, furnishings and equipment.
- The markets perception of the trading potential, together with an assumed ability to obtain and renew existing licences, consents, certificates and permits.

For the avoidance of doubt our opinions of value do not include consumables and stock.

## 6. Valuation

We have apportioned the total property values between freehold, long leasehold (over 50 years) and heritable and our opinion of the aggregate Market Value of each of the various property interests in the portfolio, as at the Valuation Date, subject to the Assumptions and comments in this Valuation Report was:

Valuation		
Freehold	£472,102,000	(Four hundred and seventy-two million one hundred and two thousand pounds)
Long Leasehold (Over 50 years)	£71,614,000	(Seventy-one million six hundred and fourteen thousand pounds)
Heritable	£135,320,000	(One hundred and thirty-five million three hundred and twenty thousand pounds)
<b>Total Aggregate</b>	<b>£679,036,000</b>	<b>(Six hundred and seventy nine million, thirty six thousand pounds)</b>

The figures quoted above are aggregated figures of the individual Market Value for each property interest in the portfolio. If the portfolio were to be sold as a single lot or in groups of properties, the total values could differ significantly.

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

### Lotting

In arriving at our opinion of Market Value of the portfolio, we have valued each Property individually. As such we have assumed that the properties would be marketed in an orderly way and not all placed on the market at the same time.

## 7. Confidentiality

This Valuation Report, including the Appendices, are confidential to you, for your sole use only and for the Purpose of Valuation as stated. Other than as detailed below, we will not accept responsibility to any third party in respect of any part of its contents.

Such publication or disclosure will not be permitted unless, where relevant, it incorporates adequate reference to our Terms of Business and the Special Assumptions and/or Departures from the RICS Red Book referred to herein. For the avoidance of doubt, such approval is required whether or not Cushman & Wakefield Debenham Tie Leung Limited is referred to by name and whether or not the contents of our Valuation Report are combined with others.

## 8. Disclosure

The valuation is based on limitations as detailed above. The publication or disclosure of the Valuation Report is prohibited and you shall not be permitted to disclose or publish this Valuation Report except in accordance with the terms of the Engagement.

This Valuation Report or any part of it may not be modified, altered (including altering the context in which the Valuation Report is displayed) or reproduced without our prior written consent.

We hereby exclude all liability arising from use of and/or reliance on this Valuation Report by any person or persons except as otherwise set out in the Engagement.

C&W has given and has not withdrawn its consent to the inclusion of this Valuation Report in the Scheme Document published by Care REIT plc dated 2 April 2025 in the form and context in which it is included.

For the avoidance of doubt and notwithstanding the foregoing, our approval is not required for publication and/or disclosure of this Valuation Report which is (i) in the Scheme Document (ii) made by the Company on a non-reliance and information only basis, to its employees, subsidiaries and/or professional advisers in connection with the Purpose of Valuation and/or (iii) required by applicable law, regulation or the rules of any stock exchange or the Takeover Code. We acknowledge that the Valuation Report will be available for inspection and published on a website by the Company and Bidco in accordance with the Takeover Code.

## 9. Reliance

This Valuation Report may be relied upon only in connection with the Purpose of Valuation stated and only by:

- (i) the Client;
- (ii) the shareholders of the Client
- (iii) Jefferies International Limited (in its capacity as financial adviser to the Client), and
- (iv) by such other parties who have signed a Reliance Letter.

No reliance may be placed upon this Valuation Report by any other party, or for any other purpose except in accordance with the Engagement.

For the avoidance of doubt, the total aggregate limit of liability specified in the terms of the Engagement (the "**Aggregate Cap**") shall apply in aggregate to (i) the Client, (ii) Jefferies International Limited (in its capacity as financial adviser to the Client), and (iii) such other parties who have signed a Reliance Letter. Apportionment of the Aggregate Cap shall be a matter for you and such other third parties alone.

### Signed for and on behalf of Cushman & Wakefield Debenham Tie Leung Limited



**Sophia Sham MRICS**

Partner  
RICS Registered Valuer  
+44 (0)117 910 6675  
Sophia.Sham@cushwake.com



**Tom Robinson MRICS**

Partner  
RICS Registered Valuer  
+44 (0)20 7152 5866  
Tom.Robinson@cushwake.com

## APPENDIX A: PORTFOLIO SUMMARY

PROPERTY	INTEREST	PROPERTY TYPE
Abbeywell	Freehold	Care home
Amberley	Freehold	Care home
Ancliffe	Freehold	Care home
Ashgrove	Freehold	Care home
Astbury Lodge	Freehold	Care home
Attlee	Freehold	Care home
Broadgate	Freehold	Care home
Croftwood	Freehold	Care home
Crossways	Freehold	Care home
Diamond	Freehold	Care home
Duncote Hall	Freehold	Care home
Duncote The Lakes	Freehold	Care home
Elm House	Freehold	Care home
Emmanuel	Freehold	Care home
Eryl Fryn	Freehold	Care home
Falcon	Freehold	Care home
Florence Grogan	Freehold	Care home
Freeland	Freehold	Care home
Garswood	Freehold	Care home
Gleavewood	Freehold	Care home
Golborne	Freehold	Care home
Grays Court	Freehold	Care home
Greenacres	Freehold	Care home
Hamshaw	Freehold	Care home
Hourigan	Freehold	Care home
Ideal	Freehold	Care home
Ingersley Court	Freehold	Care home
Karam	Freehold	Care home
Lakelands	Freehold	Care home
Leycester House	Freehold	Care home

Littleport	Freehold	Care home
Loxley	Freehold	Care home
Lyndhurst	Freehold	Care home
Meadows & Haywain	Freehold	Care home
Mowbray	Freehold	Care home
New Milton House	Freehold	Care home
Parklands	Freehold	Care home
Saffron	Freehold	Care home
Sovereign	Freehold	Care home
Stansty House	Freehold	Care home
The Cedars	Freehold	Care home
The Elms	Freehold	Care home
The Hawthorns	Freehold	Care home
The Laurels	Freehold	Care home
Thorley	Freehold	Care home
Three Elms	Freehold	Care home
Turnpike Court	Freehold	Care home
Waterside	Freehold	Care home
Wealstone	Freehold	Care home
Westhaven	Freehold	Care home
Whetstone Hey	Freehold	Care home
Woodlands	Freehold	Care home
Wordsley	Freehold	Care home
Craigend	Heritable	Care home
Rydal	Freehold	Care home
Parkville	Freehold	Care home
Fairview	Freehold	Care home
Roseville	Freehold	Care home
Carnbroe	Heritable	Care home
Grenville Court	Freehold	Care home
Sovereign Lodge	Freehold	Care home
Sovereign Court	Freehold	Care home
The Grove & Courtyard	Freehold	Care home
Derwent	Freehold	Care home



Sandbanks	Freehold	Care home
Croftbank	Heritable	Care home
Rosepark	Heritable	Care home
Briardene	Freehold	Care home
Holly Lodge	Freehold	Care home
Yew Tree	Freehold	Care home
Belmont	Freehold	Care home
Park springs	Heritable	Care home
Thorntree Mews Nursing Home	Heritable	Care home
Wallace View	Heritable	Care home
Kingston Court	Freehold	Care home
Riever House KC	Long Leasehold	NHS facility
Surgical Unit KC	Long Leasehold	NHS facility
Birchlands	Freehold	Care home
Old Prebendal	Freehold	Care home
Barham	Freehold	Care home
Baylham	Freehold	Care home
Holmesley	Freehold	Care home
Argentum Lodge	Freehold	Care home
Redhill	Freehold	Care home
Croft House	Freehold	Care home
Heeley Bank	Freehold	Care home
Howgate House	Freehold	Care home
Manor Park	Freehold	Care home
The Beeches	Freehold	Care home
Laurel Bank	Freehold	Care home
Willow Bank	Freehold	Care home
Hartlepool	Freehold	Care home
Almond Court	Heritable	Care home
Almond View	Heritable	Care home
Bankview & Day Care	Heritable	Care home
Beechwood	Heritable	Care home
Craigielea	Heritable	Care home
Granholtm	Heritable	Care home

Heatherfield	Heritable	Care home
Larkfield	Heritable	Care home
Three Towns	Heritable	Care home
St Peters	Freehold	Care home
Blackwell Vale	Freehold	Care home
Mavern House	Freehold	Care home
Cedarhurst Lodge	Long Leasehold	Care home
Edgewater Lodge	Long Leasehold	Care home
Saintfield Lodge	Long Leasehold	Care home
Oasis Development Site	Freehold	Care home (site)
Carlton Hall	Freehold	Care home
Springhill	Heritable	Care home
Hillcrest House	Freehold	Care home
Abingdon Manor	Long Leasehold	Care home
Larne Care Centre	Long Leasehold	Care home
Raleigh Mead	Freehold	Care home
Minehead	Freehold	Care home
East Street	Freehold	Care home
Baily House	Freehold	Care home
Woodleigh Care Home	Freehold	Care home
Baillieston Care Home	Heritable	Care home
Cardonald Care Home	Heritable	Care home
Stobhill Care Home	Heritable	Care home
Madeira	Freehold	Care home
Wombwell	Freehold	Care home
Methven House	Heritable	Care home
Walton House	Heritable	Care home
Roselea House	Heritable	Care home
Camilla House	Heritable	Care home
Alexander House	Heritable	Care home
Fernlea House	Heritable	Care home
Craigie House	Heritable	Care home
Finavon Court	Heritable	Care home
Lomond View	Heritable	Care home

Preston House	Heritable	Care home
Barrogil House	Heritable	Care home
Willow House	Heritable	Care home
Corbrook Park	Freehold	Care home
Isle Court	Freehold	Care home
Morris Care Centre	Freehold	Care home
Oldbury Grange	Freehold	Care home
Radbrook	Freehold	Care home
Stretton Hall	Freehold	Care home

# APPENDIX B: ENGAGEMENT



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London EC2N 1AR  
Tel +44 (0)20 3296 3000  
cushmanwakefield.com

Care REIT plc  
The Scalpel  
18th Floor  
52 Lime Street  
London  
EC3M 7AF

Email Sophia.Sham@cushwake.com  
Direct +44 (0)117 910 6675  
Mobile +44 (0)7785 926 642

Our Ref 2540EJ00

and

Jefferies International Limited  
(in its capacity as Addressee only as set out below)  
100 Bishopsgate  
London  
EC2N 4JL

31 March 2025

Dear Client

## PROJECT HANOVER

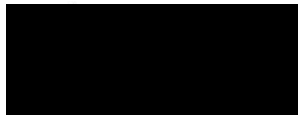
We are delighted that you have chosen Cushman & Wakefield to work with you in relation to the above matter. The schedule to this letter details the services we will provide, the basis of our appointment, our Fees and anticipated expenses, together with other information relevant to our services (the "**Services Schedule**") and together with this letter, the "**Engagement Letter**").

Enclosed are our standard terms of business containing exclusions and limitations on our liability and detailing our respective obligations (the "**Terms of Business**") which, together with the Engagement Letter, comprise the terms of our engagement (the "**Engagement**"). Please take a moment to check that you are happy with the contents of the Engagement Letter, the Services Schedule and the Terms of Business and understand the basis of the Engagement. If there is any conflict, it is agreed that the terms of the Engagement Letter shall prevail over the Terms of Business.

I will have overall responsibility for the provision of our services to you, assisted by any other professional staff as it may be appropriate for us to involve. I will be your first point of contact on this matter.

I should be grateful if you would return a signed and dated copy of the Engagement Letter as soon as possible to confirm that you accept the basis of the Engagement. Please be aware that your continuing instructions in relation to this matter will amount to your acceptance of the terms of the Engagement. If there is any matter that requires clarification, please do not hesitate to contact me.

Yours faithfully



**Sophia Sham MRICS**

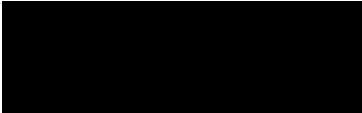
Partner

**Cushman & Wakefield Debenham Tie Leung Limited**



Acceptance of Cushman & Wakefield Engagement Letter and Terms of Business

I have read the Engagement Letter dated 31 March 2025 in respect of Project Hanover (including the Services Schedule and incorporating the Cushman & Wakefield Terms of Business (Version 3.4 – February 2025) and hereby accept the terms and confirm this Engagement.

<b>For and on behalf of Care REIT plc</b>	
Name: Simon Laffin	Signature: 
Position: Chair	Date: 01 April 2025

The Terms of Engagement are acknowledged and accepted by the following Addressees:  
For and on behalf of Jefferies International Limited (in its capacity as Addressee of the Engagement only)

<b>For and on behalf of Jefferies International Limited</b>	
Name: Paul Bundred	Signature: 
Position: Managing Director	Date: 31/03/2025



# Valuation Services Schedule

## 1 Property Details

The Property Schedule at Appendix 1 includes the address, tenure and property type of each of the properties ("**Properties**") to be valued ("**Property Schedule**").

The Properties are held by Care REIT plc.

## 2 Client

Care REIT plc ("**Client**")

## 3 Addressee

The Valuation Report will be addressed to:

- the Client, and
- Jefferies International Limited (in its capacity as financial adviser to the Client)

(each an "**Addressee**" and together, the "**Addressees**").

The Addressees and shareholders of the Client shall be entitled to rely on the Valuation Report subject always to the terms of the Engagement.

By relying on the Valuation Report, the Addressees shall be deemed to acknowledge and agree that C&W's duties and obligations to the Addressees under and in connection with the Valuation Report shall be no different or greater and of no longer duration than the duties and obligations which C&W owes to the Client under the Engagement.

C&W shall have no greater liability to the Addressees by virtue of such reliance, either in nature, extent, or in time, than C&W has to the Client under the Engagement and C&W shall be entitled to rely on any limitation in the Engagement and to raise the equivalent rights in defence of liability or indemnity to the Addressees (both jointly and severally) as are available to C&W against the Client under the Engagement.

C&W's limit of liability under this Engagement represents the maximum total liability to the Addressees and all other parties permitted to rely on the Valuation Report in the aggregate.

For the avoidance of doubt, as Jefferies International Limited (in its capacity as financial adviser to the Client) is not a defined Client entity for the purposes of the Engagement, the following clauses from the Terms of Business will not apply to Jefferies International Limited:

- Clause 1.3
- Clause 3 (Fees, Expenses, and Payments)
- Clause 4 (Client Obligations)
- Clause 8.4 (Documents and Reliance)
- Clause 10 (Conflicts of Interest, Compliance and Ethics)
- Clause 12.4 (Termination)
- Clause 14 (Non-Solicitation)
- Clause 22.1 (Third Party Rights)

- Clause 24.1 (Miscellaneous Terms)

## 4 Client Instructions

The Client has instructed C&W to:

- Undertake a valuation of the legal interest(s) in the Properties described in the Property Schedule ("**Valuation**") as at 31 December 2024 (the "**Valuation Date**").
- Provide a valuation report in the format referred to in the 'Scope of Services' section below ("**Valuation Report**") for the following purpose of valuation ("**Purpose of Valuation**") for inclusion in:
  - any scheme document or offer document, (the "Code Documentation"), that may be published or made available by you in connection with the Proposed Transaction in accordance with the Code; and
  - any further document which you are required to publish under the Code and for publication on any websites as required pursuant to the Code.
  - For the purposes of this letter, the Scheme Document and any Code Documentation and/or any supplementary Code Documentation shall together be referred to as the "Transaction Documentation" and "Transaction Document" shall mean any such document;
- Establish whether a material change has occurred in the Valuation of the Properties since the Valuation Date and the date of the relevant Transaction Document;
- Provide a consent letter, among other things, consenting to the inclusion of the Valuation Report in the Transaction Documentation in a form set out in Part A of Appendix 2;
- Provide a correct extraction letter in relation to information included in any Transaction Document extracted from the Valuation Report in the form set out in Part C of Appendix 2 and
- Provide a bring down comfort letter dated the date of publication and/or release of the relevant Transaction Document in the form set out in Part B of Appendix 2.

The Client has confirmed on 27 March 2025 that a non-executive director of the Client's firm has approved the instruction for C&W to undertake the valuation for the purpose set out in this section which is classed as a regulated purpose valuation under the RICS Red Book.

## 5 Basis of Valuation

The basis of valuation for the Valuation Report as required by the Code is Market Value and therefore the valuations have been prepared on a Market Value basis.

### 5.1 Market Value

Market Value as referred to in VPS 2, Item 4 of the current edition of the RICS Valuation - Global Standards which incorporate the International Valuation Standards ("**IVS**") and the RICS UK national supplement (the "**RICS Red Book**"), and applying the conceptual framework which is set out in IVS102:

*"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".*

## 5.2 Special Assumptions

The Glossary of the RICS Red Book states that an Assumption "that either assumes facts that differ from the actual facts existing at the valuation date, or that would not be made by a typical market participant in a transaction on the valuation date" is a **"Special Assumption"**.

As instructed, we will not make any Special Assumptions.

## 6 Scope of Services

Included in the Services are:

### 6.1 Valuation Report

Providing a Valuation Report that will be prepared in English. C&W will provide one electronic copy of the Valuation Report and, if requested, one signed hard copy. Where the Valuation Report is required to contain site plans these will be based on extracts of the Ordnance Survey or other maps showing, for identification purposes only, C&W's understanding of the extent of title based on site inspections or copy title plans supplied to C&W. The Client should not rely on C&W's plans to define boundaries.

As agreed, C&W will not provide full details of the valuation approach and reasoning in the Valuation Report.

### 6.2 Currency

Providing a Valuation in UK Pounds Sterling (£).

### 6.3 Inspections

In accordance with our separate mandate for the Client, we inspect 33% of the properties in the portfolio per annum. For the properties that are inspected, we undertake internal inspections and external inspections from ground level.

For the remaining properties, we rely upon the inspections undertaken as part of our last reported valuation on behalf of the Client dated 31 December 2024 and prepare our valuation on the basis of valuation without inspection (VPS 4.2 RICS Red Book). Please note, no inspections have been undertaken for this instruction, we accordingly rely on inspections undertaken as part of our separate mandate.

You have confirmed in an email dated 31 March 2025 that there has been no material change to the physical attributes of the Properties and the area in which they are situated since our last inspection. It should be noted that if this Assumption proves to be incorrect there may be a material impact on the accuracy of the valuation reported.

### 6.4 Floor Areas

As the Properties are trading entities where the value is assessed by reference to trading potential, we will not undertake a measured survey.

## 6.5 Tenancies & Leasing

Relying on tenancy information provided, subject to the provisions of section 11.3 of the Assumptions. For the avoidance of doubt, C&W will not read copy leases.

## 6.6 Environmental Matters (including Flooding)

Reviewing the relevant Local Authority websites regarding environmental matters, including contamination and flooding and reviewing the Scottish Environment Protection Agency (SEPA) website for flood risk (subject to the provisions of section 11.4 of the Assumptions). For the avoidance of doubt, C&W will not undertake an environmental assessment or prepare a land quality statement, which would be the responsibility of an environmental consultant or chartered environmental surveyor. In this respect, C&W will have regard to any environmental reports provided to C&W (subject to the provisions of section 11.4 of the Assumptions).

## 6.7 Sustainability – Environmental, Social and Governance (ESG) factors

Taking into account the sustainability features of the Property as observed from inspection, information supplied or notified to us by the Client.

Reviewing information supplied pertaining to the environmental and energy performance of the Properties, and/or referring to public EPC registers in cases where information is not supplied, as far as these impact on value.

Reviewing information provided on the cost of upgrade works relating to environmental performance.

Reviewing sustainability related clauses within lease documentation.

For the avoidance of doubt, C&W will not undertake a sustainability or energy assessment of the Properties, which would be the responsibility of a suitably qualified consultant.

## 6.8 Title

Reading a Certificate of Title where this is provided to C&W and reflecting its contents in the Valuation (subject to the provisions of section 11.7 of the Assumptions).

C&W will not inspect the title deeds of the Properties.

Unless agreed in writing in advance with the Client, C&W will not obtain information from the Land Registry.

## 6.9 Condition of Structure & Services, Deleterious Materials and Ground Conditions

Taking into account the general condition of the Properties as observed from the inspection (subject to section 11.8 of the Assumptions). Where a separate condition or structural survey has been undertaken and made available to C&W, C&W will reflect the contents of the survey or condition report in the Valuation Report, but may need to discuss the survey or condition report with the originating surveyor.

## 6.10 Statutory Requirements and Planning

Making verbal or electronic enquiries of the relevant planning authorities as to the possibility of highway proposals, comprehensive development schemes and other ancillary planning matters that could affect property values. C&W will also seek to ascertain whether any outstanding planning applications exist which may affect the Properties, and whether the Properties are listed or included in a Conservation Area. C&W will also attempt to verify the existing permitted use of the Properties, and endeavour to

have sight of any copies of planning permissions. For the avoidance of doubt, C&W will not undertake formal searches.

## 6.11 Exclusion

Where C&W is engaged to prepare a Valuation Report in connection with a proposed transaction in respect of the Properties, expressly excluded from the Services is the provision of any recommendation or otherwise by C&W as to whether to proceed with such a proposed transaction. Accordingly, the Client must not in any circumstances construe the Valuation Report as a recommendation whether or not to proceed with such a proposed transaction.

## 7 Basis of Appointment

C&W confirms that:

The Valuation and Valuation Report will be undertaken in accordance with the appropriate sections of the current edition of the RICS Valuation – Global Standards which incorporate the International Valuation Standards ("**IVS**") and the RICS UK national supplement (the "**RICS Red Book**"). In this context "current edition" means the version in force at the Valuation Date. The Valuation Report will comply with the requirements of Rule 29 of the Code.

The Valuation will be the responsibility of Sophia Sham MRICS ("Responsible Valuer"), who is a member of the RICS Valuer Registration Scheme and is in a position to provide an objective and unbiased Valuation. The Valuation will be undertaken by a suitably qualified valuer, or valuers, who has or have the knowledge, skills and understanding to undertake the Valuation competently and who will act as "**External Valuer(s)**" (as defined in the RICS Red Book) qualified for the Purpose of Valuation.

C&W does not (and any affiliates of C&W do not) act as external valuers as defined under the Alternative Investment Fund Manager's Directive ("**AIFMD**") legislation, or its equivalent under local law. C&W expressly disclaims any responsibility or obligations under AIFMD and/or its equivalent unless expressly agreed in writing in advance by C&W.

### 7.1 A potential conflict has been identified with the Property and the Client. The conflict is detailed below.

C&W have current involvement with the Properties in that they are the incumbent valuers to the Company and provide quarterly valuations for inclusion in the Company's accounts. C&W undertake various instructions in providing property advice to the Company. We therefore confirm that C&W have current, anticipated and previous recent involvement with the Properties. The advice includes regular valuations of the Properties for accounts purposes as well as ongoing agency, development and other advice in respect of the Properties.

Other than the above, C&W has had no additional previous, recent or current involvement with the Properties and C&W does not anticipate any future fee earning relationship with the Properties, or a party connected to the transaction. Therefore, C&W does not consider that any conflict arises in preparing the Valuation requested.

Accordingly, we confirm that: (i) we are not aware of any reason why we would not satisfy the requirements of Rule 29.3(a)(i) of the Code; and (ii) during the term of the Engagement, we shall not do anything that could reasonably be expected to cause us not to satisfy the requirements of Rule 29.3(a)(i) of the Code.

## 7.2 Regulated Purpose Valuation - Disclosures Required Under Provisions of PS 2.5 and UKNS VPS 3.

The proposed Valuation is a "**Regulated Purpose Valuation**" (as defined in RICS UK national supplement ("**UKNS**") UK VPS 3. Therefore, we make certain disclosures in connection with this valuation instruction and our relationship with you which we set out below and will include in our Valuation Report.

### C&W Involvement in the Properties in the Previous 12 months

C&W confirms that the Properties do not include any interests which have been acquired by the Client within the 12 months preceding the Valuation Date and in respect of which C&W has either received an introductory fee or negotiated that purchase on behalf of the Client.

In accordance with the provisions of UKNS VPS 3.1, in terms of any future acquisitions, C&W would be unable to undertake a valuation of a property acquired by a C&W client within the twelve months preceding the Valuation Date if, in relation to that property, C&W received an introductory fee or negotiated the purchase on behalf of that client unless another firm, unconnected with C&W, has provided a valuation of that property for the client at the time of or since the transaction was agreed.

### Time as Signatory

In accordance with PS 2.5 of the RICS Red Book and UKNS VPS 3, the Valuation Report will set out the length of time Sophia Sham MRICS has been the signatory to valuations provided to the Client for the same purpose as the Valuation Report.

C&W confirms that the period for which Sophia Sham will be the Responsible Valuer and signatory to the Report over the engagement period will not exceed 5 years.

### C&W Relationship with the Client

In accordance with PS 2.5 of the RICS Red Book and UKNS VPS 3, the Valuation Report will set out the length of time C&W has continuously been carrying out that valuation instruction for the Client, the extent and duration of C&W's relationship with the Client.

We confirm that the period for which C&W has been carrying out the valuation of the Property for the same Valuation Purpose for the Client does not exceed 10 years or will not exceed 10 years at the completion of the engagement.

### Fee income from the Client

The Valuation Report will set out the proportion of C&W's total fee income made up by the fees payable by the Client (to the nearest five percentage points).

C&W must seek to ensure there will be no potential conflicts of interest arising not only from C&W's involvement with the Properties and with the Client but also any related parties to the Client. Accordingly, the Client must advise C&W of any relevant parties connect to the Client's organisation.

### Rotation Policy

In accordance with PS 2 5 of the RICS Red Book, C&W confirm our policy on rotation of the valuer accepting responsibility for Regulated Purpose Valuations and a statement of the quality control procedures that C&W has in place, as follows:

C&W operates internal quality control procedures throughout its valuation practice. This includes monitoring the length of time C&W have been undertaking the valuation for the Client and how long the Responsible Valuer has been a signatory to the Report to ensure compliance with the RICS Red Book. C&W also have a system whereby the valuation of property meeting certain criteria requires the approval of an internal Value Committee.



Where C&W have been valuing the properties for the same regulated purpose for more than 10 years or where the Responsible Valuer has been signatory to the Valuation Report of the property for the Client for more than 5 years, UKNS VPS 3 Transitional to valuer and firm rotational rules apply.

“The transition period for implementation of the rotation policy is 1 May 2024 up to and including 30 April 2026. During this period responsible valuers and valuation firms may undertake the valuation of an asset that would otherwise be in breach of the requirements in UKNS VPS 3.3 paragraphs 3 and 4 where they are under an existing engagement to do so, or where this is necessary to allow the client to organise an orderly transfer to a new responsible valuer or valuation firm.”

#### Client Party Linked Benefits

You have confirmed that client parties do not receive a direct fee or benefit as a result of the valuation instruction and performance against indices or benchmarks.

C&W will require these disclosures to be made in any published references to the Valuation Report.

## 8 Fees and Expenses

C&W's Fee for undertaking the Services is £125,000.

The Fee excludes VAT which will also be payable pursuant to Clause 3 of the Terms of Business.

The Fee includes the provision of the copies of the Valuation Report referred to under 'Scope of Services'. Where additional hard copies are required, a charge may be made reflecting the time spent and costs incurred.

C&W's invoice will be addressed to the Client. If C&W is requested to re-address an invoice after it has been issued, C&W reserves the right to make an administrative charge.

Invoices for Fees and, where appropriate, expenses shall be issued upon completion of the Valuation Report.

Where C&W undertakes to read reports prepared by third parties as part of the Engagement (such as Reports on Title or Structural Surveys), if these reports are provided some time after C&W has submitted the Valuation Report, and C&W is required to review and/or change the Valuation and/or advice in the light of the contents of any such reports, C&W reserves the right to charge an additional fee appropriate in relation to the time involved.

In the event that C&W agrees to re-address the Valuation Report to another party or other parties or permit reliance upon it by another party or other parties, C&W reserves the right to charge additional fees appropriate to the additional work involved and any extension of C&W's liability.

C&W's Fees and expenses shall be payable whether or not the transaction proceeds or the loan is drawn down, and in the event that instructions are withdrawn, the Fee or a proportion of it will be payable in accordance with Clause 12.4 of the Terms of Business.

Should the Property Schedule at Appendix 1 change so materially and/or substantially over time to that envisaged at the start of the Engagement, the parties agree to discuss with one another in good faith what reasonable adjustments may be required to the Fees and how Fees are charged.

## 9 Inclusion in the Transaction Documentation

The Valuation Report is required for inclusion in:

- the Scheme Document in connection with, among other things, the Proposed Transaction; and
- the Code Documentation (and any supplementary Code Documentation) in connection with the Proposed Transaction.

C&W will provide a final copy of the Valuation Report to be incorporated into:

- the Scheme Document in connection with, among other things, the Proposed Transaction; and
- the Code Documentation (and any supplementary Code Documentation) in connection with the Proposed Transaction.

together in each case with a consent letter addressed to each of the Addressees (in the form set out in Part A of Appendix 2) (the "Consent Letter") by which C&W consents to:

- the inclusion of the Valuation Report within the Scheme Document and in the Code Documentation (and any supplementary Code Documentation) in the form and context in which it is included in each Transaction Document;
- the Valuation Report being published on any websites as required pursuant to the Code;

provided that: (i) C&W has first approved the form in which the Valuation Report is to appear within the the Scheme Document (and any supplementary circular) and in the Code Documentation (and any supplementary Code Documentation); and (ii) the consent letter is factually correct.

In addition upon:

1. the date of publication of the Scheme Document and the date of publication of the Code Documentation, to the extent that the Valuation Report is dated prior to the date of publication of any such document;
2. the date of publication of any Scheme Document or any supplementary Code Documentation,

C&W will deliver a letter to the Addressees in the form set out in Part B of Appendix 2 (the "Bringdown Letter") and address it to the Addressees and any person who we have allowed to rely on the Valuation Report for the Purpose of the Valuation (excluding members of the general public). The Company will confirm to us the dates on which the events set out in 1 and 2 (where applicable) will occur.

C&W will include the following confirmations in the Valuation Report in compliance with the requirements of the Code:

1. "For the purposes of Rule 29.5 of the Code there is no material difference between the values stated in this Valuation Report and the values that would be stated were the Valuation Date the date of 2 April 2025."
2. "C&W has given and has not withdrawn its consent to the inclusion of this Valuation Report in the Scheme Document published by Care REIT plc dated 2 April 2025 in the form and context in which it is included."
3. "For the purposes of the Code, we are responsible for this Valuation Report and accept responsibility for the information contained in this Valuation Report and confirm that to the best of our knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Valuation Report is in accordance with the facts and contains no omissions likely to affect its import. This Report complies with the Code. We authorise its content for the purposes of Rule 29 of the Takeover Code."

If C&W is unable to make such a statement(s), C&W shall produce a valuation report with an effective valuation date as at the date of the Code Documentation.

## 10 Special and Additional Terms

### 10.1 Use of Valuation Report

The Valuation Report may be used only for the Purpose of Valuation referred to in item (b) of 'Client Instructions' in this Services Schedule.

## 10.2 Areas

Where C&W measures and calculates the floor areas, measurement will be in accordance with the current edition of the RICS Professional Statement RICS Property Measurement.

The areas C&W report will be appropriate for the Purpose of the Valuation but should not be relied upon for any other purpose.

## 10.3 Group of Properties / Lotting

Unless C&W has confirmed otherwise in this Services Schedule, each property will be valued individually; in the case of a portfolio, C&W will assume that each of the properties would be marketed in an orderly way and not placed on the market at the same time.

## 10.4 Limitations

The Client should be made aware of the following limitations (the “**Limitations**”):

## 10.5 Limitation of Liability

The cap on C&W's liability in Clause 11.3 of the Terms of Business shall not apply to the Valuation.

Subject to any liability that cannot be limited or excluded pursuant to the purposes set out in section 9 above, C&W's total aggregate liability arising under or in connection with this Engagement or any breach or non-performance no matter how fundamental (including by reason of negligence or breach of statutory duty) in contract, tort or otherwise, to the Client and the Addressees shall be limited in all circumstances to a sum not exceeding the lesser of £25,000,000 or 25% of the Market Value of the Properties.

Where more than one value basis is adopted, the Market Value of the Properties shall be the Market Value without Special Assumptions; or, if this basis is not included in the Valuation Report, the Value basis most similar to the Market Value without Special Assumptions.

Where the Services relate to more than one property, C&W's maximum liability in respect of an individual property shall be in the same proportion to the total aggregate liability as such individual property's reported value is to the aggregate reported value.

In the event C&W provides an update to the Valuation Report ("Update Report"), unless otherwise set out in the terms governing the Update Report, the Update Report is subject to the same original instructions, assumptions, and limitations that apply to this Valuation Report. C&W's aggregate limit of liability set out in this Engagement shall apply in aggregate to this Valuation Report and to the Update Report.

## 10.6 Disclosure

The Valuation is based on the Limitations. On this basis, publication or disclosure of the Valuation Report or advice provided under these Services is prohibited.

Clause 8 of the Terms of Business states that the provision of the services is for the Client's benefit only. For the avoidance of doubt, the provision of services is also for the benefit of Jefferies International Limited and the references to the “Client” in Clause 8.2 of the Terms of Business shall also include Jefferies International Limited. If C&W is subsequently asked to extend responsibility to other parties, then there will be an additional fee payable, to be agreed, to cover C&W's additional time costs, indemnity and insurance liabilities subject to a minimum of £500, plus VAT.

For the avoidance of doubt and notwithstanding the foregoing, our approval is not required for publication and/or disclosure of this Valuation Report which is (i) in the Scheme Document (ii) made by the Company

or Jefferies International Limited on a non-reliance and information only basis, to their respective employees, subsidiaries and/or professional advisers in connection with the Purpose of Valuation and/or (iii) required by applicable law, regulation or the rules of any stock exchange or the Takeover Code. We acknowledge that the Valuation Report will be available for inspection and published on a website by the Company and Bidco in accordance with the Takeover Code.

## 10.7 Age of Building

If C&W states the age of a building in the Valuation Report, this will be an estimate and for guidance only.

## 10.8 Condition of Structure, Foundations, Soil & Services

It is a condition of C&W or any related entity, or any qualified employee, providing advice and opinions as to value, that the Client and/or third parties (whether notified to C&W or not) accept that the Valuation Report in no way relates to, or gives warranties as to, the condition of the structure, foundations, soil and services.

## 10.9 Plant & Machinery

No allowance will be made by C&W for any items of plant or machinery not forming part of the service installations of the building(s). C&W will specifically exclude all items of plant, machinery and equipment installed wholly or primarily in connection with any of the occupants' businesses. C&W will also exclude furniture and furnishings, fixtures, fittings, vehicles, stock and loose tools, except where such items would ordinarily transfer to a prospective purchaser in the sale of a trading business as a going concern.

## 10.10 Goodwill

No account will be taken by C&W in the Valuation of any business goodwill that may arise from the present occupation of the Properties, except where such business goodwill (excluding any personal goodwill) would ordinarily transfer to a prospective purchaser in the sale of a trading business as a going concern.

## 10.11 Statutory Requirements & Planning

Please note the fact that employees of town planning departments now always give information on the basis that it should not be relied upon and that formal searches should be made if more certain information is required. Where a Client needs to rely upon the information given about town planning matters, the Client's legal advisers must be instructed to institute such formal searches. C&W recommends that the Client requests C&W to review its comments and Valuation in light of any resultant findings.

## 10.12 Defective Premises Act 1972

No allowance will be made by C&W for rights, obligations or liabilities arising under the Defective Premises Act 1972.

## 10.13 Legal Issues

Legal issues, and in particular the interpretation of matters relating to title and leases, may have a significant bearing on the value of an interest in property. No responsibility or liability will be accepted by C&W for the true interpretation of the legal position of the Client or any other parties in respect of the

Valuation. Where C&W expresses an opinion on legal issues affecting the Valuation, then such opinion is subject to verification by the Client with a suitable qualified legal adviser.

## 10.14 Deduction of Notional Purchaser's Costs

The opinion of value which C&W will attribute to the Properties will be the figure C&W considers would appear in a contract for sale, subject to the appropriate assumptions for the Basis of Value reported. Costs associated with the transaction, including any taxes, legal fees and other expenses, would be payable by the purchaser in addition to the figure reported.

Furthermore, the Client's attention is drawn to the fact that when assessing Market Value, for balance sheet purposes, C&W will not include directly attributable acquisition or disposal costs in the Valuation. Where C&W is requested to reflect these costs, they will be stated separately.

## 10.15 Taxation & Disposal Costs

No adjustment will be made by C&W to reflect any liability to taxation that may arise on disposal, or development of the Properties nor for any costs associated with disposal incurred by the owner. Furthermore, no allowance will be made by C&W to reflect any liability to repay any government or other grants, taxation allowance or lottery funding that may arise on disposal.

C&W's valuation figure for the Properties will be that receivable by a willing seller excluding VAT, if applicable.

## 10.16 Monitoring

The compliance of the valuations undertaken in accordance with the RICS Red Book may be subject to monitoring by the RICS under its conduct and disciplinary regulations.

## 10.17 Valuation Components

The components of C&W's valuation calculations (such as future rental values, cost allowances, or void periods) may only be appropriate as part of the valuation calculations and should not be taken as a forecast or prediction of a future outcome. The Client should not rely on any component of the valuation calculations for any other purpose.

## 10.18 Trade Related Property

Valuation Practice Guidance Application 4 (VPGA 4) of the RICS Red Book sets out examples of properties that are normally bought and sold on the basis of their trading potential. The essential characteristics of such a property is that it has been designed or adapted for a specific use and the value of that property reflects its trading potential. VPGA 4 relates only to the valuation of an individual property that is valued on the basis of trading potential. Where C&W is instructed to value a trade related property or business, C&W will apply the principles of VPGA 4 unless explicitly instructed to do otherwise and confirmed as appropriate in the Valuation Report.

The valuation approach for a trade related property as a fully equipped operational entity necessarily requires an Assumption that on the sale or letting of the property the trade inventory, licences etc required to continue trading are available. C&W's valuation is provided on this basis unless agreed to the contrary and referred to as appropriate within our Valuation Report.

## 11 Assumptions

The RICS Red Book contains a glossary that defines various terms used in the RICS Red Book that have a special or restricted meaning. One such term is an assumption which is defined as "A supposition taken to be true" ("Assumption"). Accordingly in this context, C&W will make certain Assumptions in relation to facts, conditions or situations affecting the subject of, or approach to, the Valuation that C&W will not verify as part of the valuation process but rather, in accordance with the definition in the RICS Red Book, will treat as true because it is agreed that specific investigation by C&W is not required. In the event that any of these Assumptions prove to be incorrect then the Valuation will need to be reviewed.

### 11.1 Confirmation of Assumptions

The Client's counter-signature of the Engagement Letter represents confirmation that all of the Assumptions, referenced within the Assumptions section, are correct.

The Client must promptly notify C&W in writing if any of the Assumptions are incorrect. Should any amendment to the Assumptions set out in the Services Schedule result in an increase in the scope of the Engagement this may result in an appropriate increase in C&W's Fees and expenses due under the Engagement.

### 11.2 Areas

Where C&W is provided with floor areas, C&W will make an Assumption that the areas have been measured and calculated in accordance with the current edition of RICS Professional Statement RICS Property Measurement.

### 11.3 Tenancies and Leasing

C&W's opinion of the Market Value or Fair Value will be subject to existing leases of which the Client or its advisors have made C&W aware but otherwise will reflect an Assumption of vacant possession. Where C&W has undertaken to read the leases and related documents provided to it, C&W will make an Assumption that copies of all relevant documents will be sent to C&W and that they are complete and up to date.

Where C&W relies on tenancy and lease information provided to it, unless such information reveals otherwise, C&W will make the Assumption that all occupational leases are on full repairing and insuring terms, with no unusual or onerous provisions or covenants that would affect value.

C&W will make an Assumption that vacant possession can be given of all accommodation which is unlet or occupied by the entity or its employees on service tenancies. C&W will not take account of any leases between subsidiaries unless C&W states otherwise in the Services Schedule.

C&W will not undertake investigations into the financial strength of any tenants unless otherwise referred to in the Valuation Report. Unless C&W has become aware by general knowledge, or has been specifically advised to the contrary, C&W will make an Assumption that:

- a. where Properties are occupied under leases then the tenants are financially in a position to meet their obligations, and
- b. there are no material arrears of rent or service charges, breaches of covenant, current or anticipated tenant disputes.

However, the Valuation will reflect a potential purchaser's likely opinion of the credit worthiness of the type of tenants actually in occupation or responsible for meeting lease commitments, or likely to be in occupation.



C&W will take into account any information the Client or its advisors provide concerning tenants' improvements. Otherwise, if the extent of tenants' alterations or improvements cannot be confirmed, C&W will make an Assumption that the Properties were let with all alterations and improvements evident during C&W's inspection (or, in the case of a Valuation without internal inspection, as described within the information provided by the Client).

C&W will also make an Assumption that wherever rent reviews or lease renewals are pending or impending, with anticipated reversionary changes, all notices have been served validly within the appropriate time limits.

## 11.4 Environmental Matters

If C&W's enquiries or any reports supplied to C&W indicate the existence of environmental problems without providing method statements and costings for remedial works, then C&W may not be able to issue a Valuation Report except on the Special Assumption that the Properties are assumed NOT to be affected by such environmental matters. In certain circumstances, the making of such a Special Assumption may be unrealistic and may be a Departure from the requirements of the RICS Red Book. In these circumstances, the Valuation Report may include a recommendation that an investigation should be undertaken to quantify the costs and that subsequently the Valuation should be reviewed.

Where C&W's enquiries lead C&W to believe that the Properties are unaffected by contamination or other adverse environmental problems, including but not limited to the risk of flooding, mining or quarrying, radon gas, and the proximity of high voltage electrical equipment then, unless the Client instructs C&W otherwise, the Valuation will be based on an Assumption that no contamination or other adverse environmental matters exist in relation to the Properties sufficient to affect value.

If the Properties lie within or close to a flood plain, or have a history of flooding, C&W will make the Assumption that building insurance is in place and available to be renewed to the current or any subsequent owner of the Properties, without payment of an excessive premium or excess.

In the absence of any information to the contrary, C&W will make the assumption that invasive species such as Japanese Knotweed are not present at the Properties.

High voltage overhead power cables and pylons may be located within or in close proximity of the Properties. The possible effects of electromagnetic fields have been the subject of media coverage. 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. Unless we determine otherwise, C&W will make an Assumption that there is no material impact resulting from the presence of high voltage overhead power cables and pylons at the Properties.

Depending on the nature of the investigations made and the information revealed, the Valuation Report may include a statement that, in practice, a purchaser might undertake further investigations and that if these revealed contamination or other adverse environmental problems, then this might reduce the value reported.

## 11.5 Sustainability – Environmental, Social and Governance (ESG) factors

Where C&W is provided with third party assessments and reports relating to sustainability and energy/environmental performance, C&W will rely on such assessments and reports and will not critically evaluate them or make separate enquiries.

Where C&W's enquiries establish that a Property does not comply with MEES, C&W will request information on costs to achieve compliance. Where cost figures are provided, we will assume that they have been prepared by suitably qualified professional advisers. Unless specifically instructed to the

contrary in writing, C&W will rely on such figures and information and the Client should make this fact known to such advisers.

Where C&W's enquiries establish that a Property does not comply with MEES but information on costs to achieve compliance is not provided, then C&W may not be able to issue a Valuation Report except on the Special Assumption that the Property is assumed to be compliant or exempt. In certain circumstances, the making of such a Special Assumption may be unrealistic and may be a Departure from the requirements of the RICS Red Book. In these circumstances, the Valuation Report may include a recommendation that an investigation should be undertaken to quantify the costs and that subsequently the Valuation should be reviewed.

Where a Property is to be developed, is in the course of development, requires repair/refurbishment or is a recently completed development, C&W will assume that any projected environmental assessment or rating, such as EPC, BREEAM, LEED, WELL or other, is achieved. C&W will not undertake verification of whether the proposed development works will be sufficient to meet any such rating, and will instead rely on third party assessments provided by a suitably qualified consultant.

## 11.6 Mineral Rights

C&W will make an Assumption that any mineral rights are excluded from the Properties.

## 11.7 Title

Save as disclosed either in any Certificate of Title or unless specifically advised to the contrary by the Client or its legal advisers and as referred to in the Valuation Report, C&W will make the Assumption that there is good and marketable title in all cases and that the Properties are free from rights of way or easements, restrictive covenants, disputes or onerous or unusual outgoing. C&W will also make an assumption that the Properties are free from mortgages, charges or other encumbrances.

If verification of the accuracy of any site plans contained in the Valuation Report is required, the matter must be referred to the Client's legal advisers.

C&W will make the Assumption that roads and sewers serving the Properties have been adopted and that the Properties have all necessary rights of access over common estate roads, paths, corridors and stairways, and rights to use common parking areas, loading areas and other facilities.

## 11.8 Condition of Structure and Services, Deleterious Materials and Ground Conditions

Due regard will be paid by C&W to the apparent general state of repair and condition of the Properties, but a condition or structural survey will not be undertaken, nor will woodwork or other parts of the structure which are covered, unexposed or inaccessible, be inspected. Therefore, C&W will be unable to report that the Properties are structurally sound or are free from any defects. C&W will make an Assumption that the Properties are free from any rot, infestation, adverse toxic chemical treatments, and structural, design or any other defects other than such as may be mentioned in the Valuation Report.

The current versions of the BRE publication *"List of excluded materials – a change in practice"* and British Council for Offices publication *"Good Practice in the Selection of Construction Materials"* make recommendations for good building practice and whether construction materials are considered to be deleterious, hazardous or harmful ("**Prohibited Materials**"). Please note that Reinforced Autoclaved Aerated Concrete (RAAC), is a Prohibited Material. C&W will not arrange for investigations to be made to determine whether any Prohibited Materials have been used in the construction or any alterations of the Properties. C&W will not be able to confirm that the Properties are free from risk to health and safety or the fitness for purpose (suitability and durability) of any construction works, nor will C&W be able to confirm that the nature or application of any materials do not contravene any relevant British Standard

or EU equivalent. For the purposes of the Valuation, C&W will make an Assumption that the Properties have been constructed in accordance with good building practice and any investigation of the Properties by a Chartered Building Surveyor would not reveal the presence of Prohibited Materials in any adverse condition.

C&W will not carry out an asbestos inspection and will not act as an asbestos inspector in completing the valuation inspection of Properties that may fall within the Control of the Asbestos at Work Regulations 2012. C&W will not make an enquiry of the duty holder (as defined in the Control of Asbestos at Work Regulations 2012), of an existence of an Asbestos Register or of any plan for the management of asbestos to be made. Where relevant, C&W will make an Assumption that there is a duty holder, as defined in the Control of Asbestos at Work Regulations 2012 and that a Register of Asbestos and Effective Management Plan is in place, which does not require any immediate expenditure, or pose a significant risk to health, or breach the HSE regulations. C&W recommends that such enquiries be undertaken by the Client's legal advisers during normal pre-contract or pre-loan enquiries.

C&W will consider any existing reports or documents relating to the presence of Prohibited Materials besides asbestos providing that these are made available. C&W will offer an opinion as to the adequacy and scope of such documents or reports but will not be able to verify their findings or give specific advice as this falls outside our scope of expertise. Such tasks will fall within the remit of the Client appointed relevant specialists.

No mining, geological or other investigations will be undertaken by C&W to certify that the sites are free from any defect as to foundations. C&W will make an Assumption that all buildings have been constructed having appropriate regard to existing ground conditions or that these would have no unusual or adverse effect on building costs, property values or viability of any development or existing buildings.

C&W will make the Assumptions that there are no services on, or crossing the site in a position which would inhibit development or make it unduly expensive, and that the site has no archaeological significance, which might adversely affect the present or future occupation, development or value of the Properties.

No tests will be carried out by C&W as to electrical, electronic, heating, plant and machinery equipment or any other services nor will the drains be tested. However, C&W will make an Assumption that all building services (including, but not limited to lifts, electrical, electronic, gas, plumbing, heating, drainage, sprinklers, ventilation, air conditioning and security systems) and property services (such as incoming mains, waste, drains, utility supplies etc.) are in good working order and without any defect whatsoever.

## 11.9 Statutory Requirements and Planning

Save as disclosed in a Certificate of Title, or unless otherwise advised, C&W shall make the Assumption that all of the buildings have been constructed in full compliance with valid town planning and building regulations approvals and that where necessary, they have the benefit of current Fire Risk Assessments compliant with the requirements of the Regulatory Reform (Fire Safety) Order 2005. Similarly, C&W shall also make the Assumption that the Properties are not subject to any outstanding statutory notices as to construction, use or occupation and that all existing uses of the Properties are duly authorised or established and that no adverse planning conditions or restrictions apply.

C&W shall make the Assumption that the Properties comply with all relevant statutory requirements.

Where the Properties are trading entities C&W shall make the Assumption that all of the necessary licences, registrations and permits required for its ongoing operation are in place and valid unless expressly stated otherwise.

Energy Performance Certificates ("**EPC**") must be made available for all properties, when bought, let or sold, subject to certain exemptions.

In England and Wales the regulations prohibit the granting of a new tenancy or lease renewal of privately rented residential or business premises which do not have an EPC rating of 'E' or above. C&W will ask the Client or its advisors for information relating to the EPC ratings of the Properties or confirmation that the Properties are exempt from these requirements.

Information on EPCs will be reviewed to ascertain compliance with MEES regulations and appropriate adjustments to be made to the valuation to reflect the risks of non-compliance, using a RAG rating as follows:

• Green:

- A or B rating
- no EPC required due to the property being outside the scope of MEES, or
- no EPC required due to the property being exemption registered on the national PRS Exemptions Register, where no material expenditure will be required on expiry of the exemption.

(Registered exemptions last for only 5 years and any necessary works may need to be undertaken on expiry of the exemption; otherwise, another exemption would need to be secured – a current exemption is not risk-free.)

• Amber:

- C, D or E ratings
- no EPC currently required as no trigger event has occurred, but any future EPC expected to be at an A or B rating, or
- a registered exemption where only modest and viable expenditure is estimated on expiry of the exemption (or a new/continued exemption will need to be secured).

• Red:

- F or G rating
- registered exemption where material expenditure will be required on expiry of the exemption, or a new/continued exemption will need to be secured.
- no EPC currently required as no trigger event has occurred, but any future EPC expected to be at a C–G rating
- the likely rating is unknown, or
- a trigger event has occurred, but no EPC has been commissioned/an EPC has not been registered.

In Scotland, the Energy Performance of Non-Domestic Buildings (Scotland) Regulation 2016 (the "**Regulation**") requires that qualifying properties have an energy assessment completed and an action plan prepared prior to sale or leasing. If the Properties are not exempt from the requirements of the Regulation C&W shall make an Assumption that an energy assessment and action plan is made available, free of charge, to a purchaser of the interests which are the subject of the Valuation and that there is no capital expenditure required in order to comply with the requirements of the Regulation.

In any instance where C&W is to value Properties with the benefit of a recently granted planning consent, or on the Special Assumption that planning consent is granted, C&W will make an Assumption that it will not be challenged under Judicial Review. Such a challenge can be brought by anyone (even those with only a tenuous connection with the Properties, or the area in which they are located) within a period of three months of the granting of a planning consent. When a planning consent is granted subject to a Section 106 Agreement, the three-month period commences when the Section 106 Agreement is signed by all parties.

If a planning consent is subject to Judicial Review, the Client must inform C&W and request C&W to reconsider its opinion of value. Advice would be required from the Client's legal advisers and a town planner, to obtain their opinion of the potential outcomes of such a Judicial Review, which C&W will reflect in its reconsideration of value.

## 11.10 Information

Notwithstanding the Terms of Business, C&W will make an Assumption that the information provided by the Client and/or its professional advisers in respect of the Properties to be valued is both full and correct. C&W will make an Assumption that details of all matters relevant to value within their collective knowledge, including but not limited to matters such as prospective lettings, rent reviews, outstanding requirements under legislation and planning decisions, have been made available to it, and that such information is up to date.

If the Valuation is required for the purpose of purchase, loan security or other financial transaction, the Client accepts that full investigation of the legal title and any leases is the responsibility of its legal advisers.

Where comparable evidence is included in the Valuation Report, this information is often based on C&W's verbal enquiries and its accuracy cannot always be assured or may be subject to undertakings as to confidentiality. However, such information would only be referred to where C&W had reason to believe its general accuracy or where it was in accordance with expectation. It is unlikely that C&W will have inspected comparable properties.

Where C&W is provided with third party assessments and reports, if it transpires the information in such assessments and reports is not accurate then this may have a material impact on the Valuation reported.

## 11.11 Building Safety Act 2022

Notwithstanding the definition of Applicable Law in the Terms of Business, the parties acknowledge that at the date of this Engagement, the status of the Building Safety Act 2022 ("BSA") is that of an enabling Act. The secondary legislation, including (without limitation) any relevant statutory instruments, regulations, directions, orders and/or associated guidance or rules (whether by act of government or any regulatory body), under or in connection with the BSA has not been enacted. To the fullest extent legally permissible, C&W does not assume any responsibility or liability for compliance with any obligations that may arise under or in connection with the BSA, including but not limited to any delays in or impacts on, C&W service delivery as a result of the same. Any such responsibility or liability shall remain wholly with the Client.

## 11.12 Trade Related Property

The valuation approach for a trade related property as a fully equipped operational entity necessarily requires an Assumption that on the sale or letting of the Properties, the trade inventory, licences etc required to continue trading are available. C&W's valuation will be provided on this basis unless agreed to the contrary and referred to as appropriate within our Valuation Report.

## 12 Information requested from Client

Please provide the following information:

Any available sustainability information on the Properties, as listed in Appendix 2.

## 13 Terms of Business

The Terms of Business are amended as follows as agreed between the parties:

- Clause 6.3 – the words “two (2) years” are deleted and replaced with “seven (7) years”.
- Clause 8.4 – is deleted.
- Clause 10.6 – is amended such that the following words are added at the start of the clause:  
“Save where otherwise permitted or specified within the Engagement terms”.
- Clause 12.1 – is deleted.
- Clause 21.1 - is deleted.
- Clause 21.2 – is deleted.



## Appendix 1 - Property Schedule

The scope of this Engagement will further extend or reduce, to any additional Properties acquired or disposed of by the Client, where the parties both agree that such Properties should, or should no longer, fall into scope, at a later point in time over the term of the contract. Upon each and every such amendment, the parties will agree an updated Appendix 1 – Property Schedule in writing, appending a copy of these Engagement terms in the process, to create a contemporaneous record of the Properties covered as part of the Engagement as a whole.

PROPERTY	INTEREST	PROPERTY TYPE
Abbeywell	Freehold	Care home
Amberley	Freehold	Care home
Ancliffe	Freehold	Care home
Ashgrove	Freehold	Care home
Astbury Lodge	Freehold	Care home
Attlee	Freehold	Care home
Broadgate	Freehold	Care home
Croftwood	Freehold	Care home
Crossways	Freehold	Care home
Diamond	Freehold	Care home
Duncote Hall	Freehold	Care home
Duncote The Lakes	Freehold	Care home
Elm House	Freehold	Care home
Emmanuel	Freehold	Care home
Falcon	Freehold	Care home
Florence Grogan	Freehold	Care home
Freeland	Freehold	Care home
Garswood	Freehold	Care home
Gleavewood	Freehold	Care home
Golborne	Freehold	Care home
Grays Court	Freehold	Care home
Greenacres	Freehold	Care home
Hamshaw	Freehold	Care home
Hourigan	Freehold	Care home
Ideal	Freehold	Care home
Ingersley Court	Freehold	Care home
Karam	Freehold	Care home
Lakelands	Freehold	Care home

Leycester House	Freehold	Care home
Littleport	Freehold	Care home
Loxley	Freehold	Care home
Lyndhurst	Freehold	Care home
Meadows & Haywain	Freehold	Care home
Mowbray	Freehold	Care home
New Milton House	Freehold	Care home
Parklands	Freehold	Care home
Saffron	Freehold	Care home
Sovereign	Freehold	Care home
The Cedars	Freehold	Care home
The Elms	Freehold	Care home
The Hawthorns	Freehold	Care home
The Laurels	Freehold	Care home
Thorley	Freehold	Care home
Three Elms	Freehold	Care home
Turnpike Court	Freehold	Care home
Waterside	Freehold	Care home
Wealstone	Freehold	Care home
Westhaven	Freehold	Care home
Whetstone Hey	Freehold	Care home
Woodlands	Freehold	Care home
Wordsley	Freehold	Care home
Craigend	Heritable	Care home
Rydal	Freehold	Care home
Parkville	Freehold	Care home
Fairview	Freehold	Care home
Roseville	Freehold	Care home
Carnbroe	Heritable	Care home
Grenville Court	Freehold	Care home
Sovereign Lodge	Freehold	Care home
Sovereign Court	Freehold	Care home
The Grove & Courtyard	Freehold	Care home
Derwent	Freehold	Care home
Sandbanks	Freehold	Care home

Croftbank	Heritable	Care home
Rosepark	Heritable	Care home
Briardene	Freehold	Care home
Holly Lodge	Freehold	Care home
Yew Tree	Freehold	Care home
Belmont	Freehold	Care home
Park springs	Heritable	Care home
Thorntree Mews Nursing Home	Heritable	Care home
Wallace View	Heritable	Care home
Kingston Court	Freehold	Care home
Riever House KC	Long Leasehold	NHS facility
Surgical Unit KC	Long Leasehold	NHS facility
Birchlands	Freehold	Care home
Old Prebendal	Freehold	Care home
Barham	Freehold	Care home
Baylham	Freehold	Care home
Holmesley	Freehold	Care home
Argentum Lodge	Freehold	Care home
Redhill	Freehold	Care home
Croft House	Freehold	Care home
Heeley Bank	Freehold	Care home
Howgate House	Freehold	Care home
Manor Park	Freehold	Care home
The Beeches	Freehold	Care home
Laurel Bank	Freehold	Care home
Willow Bank	Freehold	Care home
Hartlepool	Freehold	Care home
Almond Court	Heritable	Care home
Almond View	Heritable	Care home
Bankview & Day Care	Heritable	Care home
Beechwood	Heritable	Care home
Craigielea	Heritable	Care home
Granholt	Heritable	Care home
Heatherfield	Heritable	Care home
Larkfield	Heritable	Care home

Three Towns	Heritable	Care home
St Peters	Freehold	Care home
Blackwell Vale	Freehold	Care home
Mavern House	Freehold	Care home
Cedarhurst Lodge	Long Leasehold	Care home
Edgewater Lodge	Long Leasehold	Care home
Saintfield Lodge	Long Leasehold	Care home
Oasis Development Site	Freehold	Care home (site)
Carlton Hall	Freehold	Care home
Springhill	Heritable	Care home
Hillcrest House	Freehold	Care home
Abingdon Manor	Long Leasehold	Care home
Larne Care Centre	Long Leasehold	Care home
Raleigh Mead	Freehold	Care home
Minehead	Freehold	Care home
East Street	Freehold	Care home
Baily House	Freehold	Care home
Woodleigh Care Home	Freehold	Care home
Baillieston Care Home	Heritable	Care home
Cardonald Care Home	Heritable	Care home
Stobhill Care Home	Heritable	Care home
Madeira	Freehold	Care home
Wombwell	Freehold	Care home
Methven House	Heritable	Care home
Walton House	Heritable	Care home
Roselea House	Heritable	Care home
Camilla House	Heritable	Care home
Alexander House	Heritable	Care home
Fernlea House	Heritable	Care home
Craigie House	Heritable	Care home
Finavon Court	Heritable	Care home
Lomond View	Heritable	Care home
Preston House	Heritable	Care home
Barrogil House	Heritable	Care home
Willow House	Heritable	Care home

Corbrook Park	Freehold	Care home
Isle Court	Freehold	Care home
Morris Care Centre	Freehold	Care home
Oldbury Grange	Freehold	Care home
Radbroke	Freehold	Care home
Stretton Hall	Freehold	Care home

## Appendix 2 - Property Information Request Form: Sustainability

The Red Book requires us to request the following information, which may or may not be available. Please supply such information as you are able and note that we will rely on the information provided without verification.

*Some of the information requested may be contained in Contamination/Environmental Reports and Building Surveys.*

### Building Structure and Operational Efficiency Measures

- Age, structure and materials (eg concrete frame, steel frame etc)
  - % of material certified for its sustainable qualities
- Climate risk assessment and mitigation measures? (eg measures against flooding)
- Energy efficiency/sustainability features eg:
  - Energy: Heating source, passive design (including thermal shading and insulation), Automatic Meter Readers (AMR), tenant controls, energy efficient M&E including LED lighting.
  - Water: Smart systems with AMR, tenant controls, water capture/recycling/saving, high efficiency appliances.
  - Building Management System (BMS)
  - Waste: sustainable management/composting/recycling.
  - On-site renewable energy generation: (eg solar panels, heat pumps, biomass, wind turbine.)
    - % of primary/final energy demand met by renewable energy produced onsite.
    - Installation date, system size kWp (kilowatt peak power), kWh pa (Kilowatt hours pa).
    - If income producing: annual gross/net income and PPA etc / Grid income terms.
  - EV charging installations: type and number of chargers, date of installation, annual gross/net rent/income. Plans for further installations (numbers and timing).

### Health & Wellbeing Facilities (including community facilities and biophilia):

- Connectivity: eg IT, utilities and transport (roads, public transport, mass transit services and frequency, micro-transport, walkability, including end of journey facilities).
- Occupier comfort features/issues: eg quality of natural light and air, temperature control, noise reduction, security, access to services, users with disabilities, tenant amenities such as showers/gym/green areas/break out spaces/wellness and faith spaces.
- Community engagement and amenities.
- Biodiversity: eg, green / brown roof / living walls, urban green infrastructure / hives / planting etc.

### Tenant Occupation of the Asset

- If leased, details of green lease clauses including:
  - provisions for data sharing on energy consumption (eg water consumption, air quality, energy use – electricity/gas, CO2 emissions).

### Consumption and Emissions Data

- Operational and base building resource usage data (energy, water, waste) verified by a qualified third party. Including:



- Primary and final energy consumption kWh/m<sup>2</sup>/year
- Energy Use Intensity: kWh/m<sup>2</sup>.
- Scope 1,2 & 3 CO<sub>2</sub>e emissions kgCO<sub>2</sub>e/m<sup>2</sup>/year, as relevant.

### **Certifications/Compliance**

- EPC/other energy ratings: grade, dates, and details of any exemptions.
- National-Level and Voluntary certifications / benchmarks (*relating to the base building, operation and portfolio, if relevant*), eg CRREM Assessment, BREEAM New-Construction/In-Use, NABERS Design for performance/Energy for Office, WELL, CycleScore, GRESB (portfolio level)) stating:
  - Certification title, grade and date. Stranding date for CRREM.
  - Main features driving the grading.
- Compliance with regulatory frameworks (eg EU Taxonomy, SFDR, SDR, NZEB)

### **Sustainable Asset Management**

- Efficiency/other measures implemented since the last energy rating assessment/certification.
- Details of asset or estate management plans for the improvement of the sustainability credentials, including details of and costings for any works planned or required to meet market or regulatory needs that will impact the building's energy/environmental performance.

Scope 1 emissions are the direct emissions from operation of the building and occupier businesses. Scope 2 emissions are the indirect emissions from the generation of purchased energy. Scope 3 emissions are all indirect emissions, not included in Scope 2, that occur in the value chain (eg suppliers).

## Appendix 3 - Definitions Schedule

### Trade Related Property:

<b>Valuation Practice Guidance Application 4</b>	VPGA4 defines certain terms in accordance with the valuation of trade related property. The definitions are referred to below:
<b>Adjusted Net Profit</b>	This is the valuer's assessment of the actual net profit of a currently trading operational entity. It is the net profit that is shown from the accounts once adjustments for abnormal and non-recurring expenditure, finance costs and depreciation relating to the Properties themselves, as well as rent where appropriate, have been made. It relates to the existing operational entity and gives the valuer guidance when assessing the fair maintainable operating profit (FMOP).
<b>Earnings before interest, taxes, depreciation and amortisation (EBITDA)</b>	This term relates to the actual operating entity and may be different from the valuer's estimated FMOP.
<b>Fair maintainable operating profit (FMOP)</b>	This is the level of profit, stated prior to depreciation and finance costs relating to the asset itself (and rent if leasehold), that the reasonably efficient operator (REO) would expect to derive from the fair maintainable turnover (FMT) based on an assessment of the market's perception of the potential earnings of the Properties. It should reflect all costs and outgoings of the REO, as well as an appropriate annual allowance for periodic expenditure, such as decoration, refurbishment and renewal of the trade inventory.
<b>Fair maintainable turnover (FMT)</b>	This is the level of trade than a REO would expect to achieve on the assumption that the Properties are properly equipped, repaired, maintained and decorated.
<b>Market Rent</b>	This is 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. Whenever market rent is provided the 'appropriate lease terms' that it reflects should also be stated.
<b>Market Value</b>	This is 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.
<b>Operational entity</b>	<p>An operational entity usually includes:</p> <ul style="list-style-type: none"> <li>the legal interest in the land and buildings</li> <li>the trade inventory, usually comprising all trade fixtures, fittings, furnishings and equipment, and</li> <li>the market's perception of the trading potential, together with an assumed ability to obtain/renew existing licences, consents, certificates and permits.</li> </ul> <p>Consumables and stock in trade are normally excluded.</p>

<b>Personal goodwill (of the current operator)</b>	This is the value of profit generated over and above market expectations that would be extinguished upon sale of the trade related property, together with financial factors related specifically to the current operator of the business, such as taxation, depreciation policy, borrowing costs and the capital invested in the business.
<b>Reasonably efficient operator (REO)</b>	This is a concept where the valuer assumes that the market participants are competent operators, acting in an efficient manner, of a business conducted on the premises. It involves estimating the trading potential rather than adopting the actual level of trade under the existing ownership, and it excludes personal goodwill.
<b>Tenant's capital</b>	This may include, for example, all consumables, purchase of the inventory, stock and working capital.
<b>Trade related property</b>	This is any type of real property designed for a specific type of business where the property value reflects the trading potential for that business.
<b>Trading potential</b>	This is the future profit, in the context of a valuation of the Properties, which an REO would expect to be able to realise from occupation of the Properties. This could be above or below the recent trading history of the Properties. It reflects a range of factors (such as the location, design and character, level of adaptation and trading history of the Properties within the market conditions prevailing) that are inherent to the property asset.

# Cushman & Wakefield Terms of Business (UK)

## 1. Client Engagement

- 1.1 The Client appoints C&W to provide services on these Terms of Business and the terms set out in the Engagement Letter. Each Engagement Letter forms a discrete contract incorporating the latest version of these Terms of Business that have been provided to the Client (together an/the **"Engagement"**).
- 1.2 The entire scope of the services to be provided as part of an Engagement (**"Services"**) is set out in the Engagement Letter. Nothing shall bind C&W to perform any role or function other than as is documented in the Engagement Letter.
- 1.3 The Client shall provide all necessary co-operation to enable each member of the C&W Group to discharge its obligations in respect of all Applicable Laws, particularly those pertaining to 'know your client', anti-money laundering and the prevention of other financial crimes, and data protection. Each of the Client and C&W agrees that it shall comply with all Applicable Laws in performing its obligations in relation to the Engagement.
- 1.4 C&W may sometimes require input from third parties to perform all or part of the Services. Where C&W intends to subcontract to a third party, C&W will seek the Client's prior consent, with such consent not to be unreasonably withheld, delayed or conditioned. The Client hereby consents to the use of other members of the C&W Group and C&W Affiliates to provide all or part of the Services, and no further notification need be given in relation to such use. C&W shall not be responsible for supervising or monitoring the performance of any third parties nor liable for their acts or omissions. Where C&W subcontracts, it shall be responsible for the actions or omissions of any subcontractor in its performance of any of the Services, except where C&W have appointed such party as agent on behalf of the Client.

## 2. Definitions and Interpretation

- 2.1 In an Engagement the following terms shall have the following meanings:

**"Applicable Law"** means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time;

**"C&W"** means the member of the C&W Group that is a party to the Engagement Letter;

**"C&W Affiliate"** means a third party licenced by a member of the C&W Group to trade using the C&W brand;

**"C&W Group"** means DTZ Worldwide Limited (company number 9073572) and any of its subsidiaries (within the meaning of section 1159 of the Companies Act 2006);

**"C&W Materials"** means all those materials owned by C&W and its licensors, and all Intellectual Property Rights owned by C&W and its licensors, whether before or after the date of the Engagement, but excluding the Service Materials;

**"Claiming Party"** shall have the meaning given to it in Clause 17.1.

**"Client"** means the addressee(s) of the Engagement Letter and excludes any third party who pays or may be responsible for paying any part of the Fees;

**"Client Materials"** means all those materials owned by the Client and its licensors, and all Intellectual Property Rights owned by the Client and its licensors, but excluding the Service Materials;

**"DAC 6"** means the Council Directive 2011/16/EU (as the same has been amended from time to time);

**"DAC 6 ARN"** means the arrangement reference number issued under the DAC 6 regulations (specifically, regulation 8(4)) and any similar such reference number issued under DAC 6 regulations;

**"DAC 6 Regulations"** means any regulations, legislation or similar provisions issued in any EU Member State which give effect to the DAC 6, and including MDR.;

**"Data"** has the meaning given to it in Clause 7.2.;

**"Data Protection Laws"** means as applicable and binding on both parties:

- (a) the General Data Protection Regulation (EU) 2016/679 (or "GDPR") and/or any corresponding or equivalent national laws or regulations;
- (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and/or any corresponding or equivalent national laws or regulations;
- (c) any laws or regulations implementing Directive 95/46/EC; and

any applicable laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws detailed in sub-paragraphs (a) to (c) above from time to time;

**"Document"** has the meaning given in Clause 8.1.

**"Engagement Letter"** means the letter issued by C&W to the Client and identified as the engagement letter, which shall set out particular Services to be provided by C&W together with other terms and conditions that shall form part of the Engagement. Where the context permits, documents cross referenced and/or attached to the Engagement Letter shall form part of it;

**"Fees"** means the amounts specified as payable in the Engagement Letter, or otherwise calculated in accordance with the Engagement Letter;

**"Intellectual Property Rights"** means patents, trade marks, design rights, applications for any of the foregoing, copyright, database rights, trade or business names, domain names, website addresses, whether registrable or otherwise, (including applications for and the right to apply for registration of any such rights), know how, methodologies, and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions;

**"Intermediary"** has the meaning given to that term in Schedule 2 of SI 2023/38 and Article 3(21) of the DAC 6;

**"MDR"** means Statutory Instrument 2023 No.38, The International Tax Enforcement (Disclosable Arrangements) Regulations 2023;

**"Relief Event"** means: (i) any delay or failure by the Client or a person acting on its behalf to perform any obligation of the Client under an Engagement; (ii) the failure of any assumption set out in the Engagement Letter; and (iii) any other event specified in the Engagement Letter;

**"Reportable Cross Border Arrangement"** has the meaning given to that term in Article 3(19) of the DAC 6.

**"Reportable CRS or Opaque Offshore Structure Obligation"** means the requirement to make a return under Schedule 2 of SI 2023/38;

**"RICS"** means the Royal Institution of Chartered Surveyors;

# Cushman & Wakefield Terms of Business (UK)



**"Reportable Information"** has the meaning to that term in Article 8ab(14) of the DAC 6;

**"Services"** means the services to be provided to the Client by C&W as part of the Engagement, as specified in the Engagement Letter;

**"Service Materials"** means all those works, and all Intellectual Property Rights in works, that are created, provided, or which arise exclusively in the course of the provision of the Services to the Client;

**"Terms of Business"** means the terms set out in this document; and

**"TIN"** has the meaning given to that term in Part 1 s.2(4) of SI 2023/38 The International Tax Enforcement (Disclosable Arrangements) Regulations 2023; and

**"Value Added Tax"** means value added tax as provided for in the Value Added Taxes Act 1994 and subordinated legislation made under it, or any similar sales or turnover tax in any jurisdiction.

- 2.2 Unless the context otherwise requires or the contrary intention appears, any reference to an enactment includes that enactment as amended or replaced, together with any subordinate legislation made under that or any other applicable enactment; and any reference to an English legal term includes, in respect of any jurisdiction other than England, a reference to what most nearly approximates in that jurisdiction to the English legal term.
- 2.3 Other than for notices to be given, references to "written" or "in writing" include e-mail. The words "including" and "in particular" and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions. The words "subsidiary" and "holding company" have the meanings given in Section 1159 of the Companies Act 2006 (and Clause 2.2 shall not apply in relation to this sentence). The headings in these Terms of Business are for convenience only and do not affect their interpretation.

## 3. Fees, Expenses, and Payments

### Fees

- 3.1 In consideration of the provision of the Services, the Client shall pay the Fees. The Fees, or the method of calculating them, shall be as set out in the Engagement Letter.
- 3.2 Fees stated shall be exclusive of Value Added Tax which, where applicable, shall be charged to the Client at the prevailing rate. The Client agrees to pay to C&W any Value Added Tax in relation to the provision of the Services provided that C&W has supplied a valid tax invoice as required by Applicable Law.
- 3.3 Where another member of the C&W Group or a C&W Affiliate provides all or part of the Services in accordance with Clause 1.4, the Client acknowledges and agrees that such other member of the C&W Group or C&W Affiliate may raise invoices for payment by the Client in accordance with the terms of this Engagement.

### Expenses

- 3.4 The Engagement Letter sets out the extent to which the Client shall reimburse out of pocket expenses and disbursements properly incurred by or on behalf of C&W in the performance of the Services ("**Expenses**").
- 3.5 The Client shall reimburse all marketing costs which shall, where relevant, be handled as follows:
- (a) C&W will inform the Client of any marketing costs proposed to be incurred on its behalf. C&W will

provide cost estimates for any initial marketing campaign in the Engagement Letter, and further proposals if additional marketing is required;

- (b) cost estimates will be best estimates or based on actual quotations from suppliers. Final costs may differ from estimates provided. Advertising and printing rates provided will be from the publishers' rate cards current at the date of the marketing proposals. The Client shall pay any additional sum charged by the suppliers for the correction of mistakes in artwork or other advertising material not caused by the suppliers. The individual printer or supplier's terms will apply to all Client work placed with it. All costs are gross and C&W will retain the usual trade discounts offered by newspapers, periodicals or other media suppliers;
- (c) the Client shall instruct all suppliers directly. In the event that C&W agrees to instruct any such supplier, C&W may require advance payment of anticipated costs to be incurred on the Client's behalf. Where the sum paid on account exceeds the actual costs incurred, such excess shall be repaid to the Client without interest once all invoices and accounts have been finalised and settled. Where the marketing costs exceed the sum paid, the Client shall pay the amount of any difference to C&W immediately on request; and
- (d) the Client shall reimburse all marketing costs incurred on its behalf as and when the costs are incurred, irrespective of completion of the transaction to which the Services relate.

### Payment

- 3.6 C&W's invoices are payable, within fourteen (14) days from the date of each invoice. Without prejudice to C&W's other rights and remedies, C&W may charge the Client interest on any amounts due but which have not been paid within this period (whether before or after judgment) at three percent (3%) per annum above the Bank of England base rate from time to time. All such interest will be (i) payable from the due date until the date of actual payment in full, and (ii) compounded monthly and calculated on the basis of the actual number of days elapsed in the month, assuming a 30 day month and a 360 day year.
- 3.7 The Client shall pay all sums by electronic bank transfer to the C&W bank account detailed in the invoice. C&W is unable to accept payment by cash or cheque.
- 3.8 The Client shall pay all sums payable to C&W in relation to the Engagement without set-off and free of any deduction.
- 3.9 If the Client is required by Applicable Law to make any deduction from any payment then it shall increase such payment to ensure that C&W receives the same amount as it would have received if no deduction were required.
- 3.10 C&W may require payments to be made on account before commencing or completing all or part of the Services. In specifying on-account payments C&W may have regard to the nature and context of Services to be performed, and the likely timing and amounts of Expenses to be incurred.
- 3.11 C&W may, by giving written notice to the Client, suspend Service provision if any sum is not paid to C&W within the period specified at Clause 3.6, until all outstanding sums have been paid in full in cleared funds.
- 3.12 After completing an Engagement, C&W shall be entitled to keep any Client materials held by it while sums payable to it by the Client remain outstanding.



# Cushman & Wakefield Terms of Business (UK)

3.13 C&W may search the Client's record at credit reference agencies for the purposes of verifying the Client's identity and to assess whether the Client is able to fulfil its payment obligations in relation to the Engagement.

3.14 C&W shall be entitled to increase the Fees each year in line with then current Retail Price Index (RPI) (or such applicable local equivalent) as published by the Office for National Statistics (ONS), or the relevant successor department. Such right may be exercised by C&W once a year on 1 January (or the next Business Day thereafter), provided that C&W shall not be entitled to exercise the right under this Clause 3.14 in the event that the Engagement has not, or is not anticipated to, exceed six (6) months in duration. C&W shall have a further extraordinary right to increase Fees on one further occasion per year in the event that RPI exceeds 8% at any time.

## Client Monies

3.15 C&W handles client monies in accordance with RICS rules and regulations.

## **4. Client Obligations**

4.1 The Client shall, as soon as reasonably practicable following a request, provide all information, assistance, approvals, and consents reasonably requested by C&W in relation to the performance of C&W's obligations in connection with the Engagement. The Client shall ensure that all information provided by or on behalf of the Client shall be complete and accurate in all material respects, and notify C&W as soon as reasonably possible on becoming aware that any information is incomplete, inaccurate or misleading.

4.2 In addition to any information requests made in accordance with Clause 4.1 above, the Client acknowledges and agrees to provide C&W with: (i) its DAC 6 ARN; (ii) TIN(s) of tax residence(s); and (iii) the Reportable Information, where an Engagement involves a Reportable Cross Border Arrangement or where there is a Reportable CRS or Opaque Offshore Structure Obligation requirement.

4.3 The Client acknowledges and agrees that C&W: (i) is entitled to rely upon the completeness, accuracy, sufficiency and consistency of any information supplied to it by or on behalf of the Client; (ii) is not liable for any DAC 6 reporting obligations (whether direct or indirect) under the DAC 6 Regulations or the MDR in relation to the Engagement, with such obligations remaining solely with the Client and their advisors; (iii) is not acting as an Intermediary under the DAC 6 Regulations or the MDR; and (iv) shall have no liability for any inaccuracies contained in any information provided by or on behalf of the Client unless otherwise stated.

4.4 All estimations made by C&W are based on depth and quality of information provided by the Client and the Client shall not be entitled to assume that C&W has performed an inspection. The Client must take this into account in relation to all figures, calculations, and advice.

4.5 The Client shall check and confirm the accuracy and completeness of any property particulars prepared by C&W, and shall confirm that they are not misleading. The Client undertakes to notify C&W immediately if any particulars are or become inaccurate or incomplete.

4.6 Notwithstanding the definition of Applicable Law in the Terms of Business, the parties acknowledge that in respect of the Building Safety Act 2022 ("BSA"), to the fullest extent legally permissible, and save as expressly stated to the contrary in the Engagement Letter, C&W does not assume any responsibility or liability for compliance with any obligations

that may arise under or in connection with the BSA, including but not limited to any delays in or impacts on, C&W service delivery as a result of the same. Any such responsibility or liability shall remain wholly with the Client.

## **5. Measurements**

5.1 Where C&W is required to measure a property, it will do so in accordance with applicable measuring practices relevant to the property. If the Client requires C&W to adopt a particular measuring practice, it shall specify the same in writing before work starts. The Client acknowledges that the floor areas contained in any report are approximate and if measured by C&W will be within a two percent (2%) tolerance either way. In cases where the configuration of the floor plate is unusually irregular or obstructed, this tolerance may be exceeded.

5.2 C&W is unable to measure areas to which it does not have access, in which cases floor area may be estimated from plans or by extrapolation. Where land or site areas are measured, all areas will be approximate and will be measured from plans supplied or Ordnance Survey plans, rather than being checked on site.

## **6. Confidentiality**

6.1 The Client consents to C&W announcing that it is providing or has provided the Services to the Client and using the Client's name in publicity. However, C&W shall not publish any details of any proposed or actual transaction (other than those which are publicly available) without prior consent of the Client, such consent not to be unreasonably withheld, delayed, or conditioned.

6.2 The Client shall keep confidential and not disclose to any other person (whether before or after termination or expiry of the Engagement): (i) any information received by it in respect of the methodologies and/or technologies used by C&W in providing the Services; (ii) the details of the terms on which C&W provides the Services; (iii) any other information in respect of C&W's business activities which is not publicly available; or (iv) any Document (or part thereof) except as permitted in accordance with Clauses 8.2 and 8.3.

6.3 C&W shall, during the period commencing on the date of the Engagement and ending two (2) years following the earlier of the termination or completion of the Services, keep confidential and not disclose to any other person (whether before or after termination or expiry of the Engagement) any information in respect of the Client's business activities which comes into its possession as a consequence of C&W providing the Services and which is not publicly available.

6.4 A party shall not breach this Clause 6 by disclosing information, to the extent reasonably necessary:

- (a) where required to do so by Applicable Law or order of the courts, or by any securities exchange or regulatory or governmental body to which such party is subject or submits, wherever situated (whether or not the requirement for information has the force of Applicable Law); or
- (b) to the professional advisers, insurers, auditors or bankers of such party.

6.5 C&W shall not breach this Clause 6 by disclosing information to: (i) members of the C&W Group or C&W Affiliates in connection with the Engagement; or (ii) consultants, sub-contractors or third party service providers, to the extent reasonably necessary to provide the Services.

## 7. Data Protection & Data Handling

### Data Controller

- 7.1 Subject to Clause 7.2, each party will act as independent data controllers, or the equivalent under data protection law, in relation to the personal data they process in the course of the performance of the Engagement. Each party shall comply with its respective obligations under the data protection law for the duration of the Engagement. Neither party shall be responsible for any consequences resulting from the other party's failure to comply with data protection law in relation to personal data that it shares with the other party.

### Data Processor

- 7.2 To the extent that C&W receives personal data from the Client in respect of which the Client is a data controller in connection with, and for the purpose of, providing the Services (the "**Data**"), the Client appoints C&W as a data processor in relation to such Data and Clauses 7.3 to 7.5 (inclusive) shall apply.

- 7.3 In processing Data pursuant to an Engagement, C&W shall:

- (a) unless otherwise requested by the Client in writing, process the Data only to the extent, and in such manner, as is necessary for the provision of the Services, except where otherwise required by Data Protection Laws;
- (b) ensure that appropriate technical and organisational measures shall be taken to protect the Data from (i) accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to, Data;
- (c) ensure that any person whom it authorises to process the Data shall be subject to an actionable duty of confidence;
- (d) only cause or permit Data processing to be sub-contracted to:
  - (i) sub-contractors in accordance with Clause 1.4;
  - (ii) members of the C&W Group and C&W Affiliates and each of their professional advisers, insurers, auditors and bankers; and/or
  - (iii) service providers appointed by a member of the C&W Group to support C&W's business administration and infrastructure (as identified [here](#) and updated from time to time)

who are committed, by means of a written contract with C&W, to protect the Data to the standard required by this Clause 7.

If the Client objects to any sub-processor under Clause 7.3(d) on reasonable grounds relating to the protection of personal data, then either C&W will not appoint the sub-processor or the Client may elect to suspend or terminate the Engagement upon written notice to be given not later than thirty (30) days after such objection has been notified to C&W in writing;

- (e) only cause or permit Data to be transferred outside the United Kingdom or the European Economic Area:
  - (i) to those persons identified under Clause 7.3(d) or otherwise with the Client's prior consent (not to be unreasonably withheld or delayed); and
  - (ii) taking such measures as are necessary to ensure the transfer is in compliance with Data Protection Laws (such as, but not limited to

ascertaining that the recipient benefits from an EU Commission finding of adequacy of protection for personal data transferred from the European Union or has otherwise agreed European Union standard contractual clauses on data processing in countries outside the European Economic Area);

- (f) notify the Client without undue delay and provide reasonable information and cooperation on becoming aware of a breach of data security which would be notifiable under Data Protection Laws;
- (g) notify the Client without undue delay (and in any event provide reasonable and timely assistance to the Client (at the Client's expense)) to enable the Client to respond to: (i) any request from a data subject to exercise any of its rights under applicable data protection law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator, or other third party in connection with the processing of the Data; and
- (h) C&W shall make available to the Client such information as is necessary to demonstrate its compliance with this Clause 7 and, if required, shall permit the Client (or its appointed third party auditors who are subject to strict obligations of confidentiality and whose identity has been agreed with C&W) to conduct an audit to confirm its compliance, provided that the Client gives reasonable notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to C&W's operations. The Client may not exercise this right more than once in any twelve (12) month period except as required by instruction of a competent data protection authority.

- 7.4 If requested by Client, C&W shall provide reasonable cooperation to the Client (at Client's expense) in connection with any data protection impact assessment and any consultation with the Client's data protection authority that may be required under applicable Data Protection Laws, or any other applicable data protection law in the Client's jurisdiction.

- 7.5 Unless otherwise instructed in writing by the Client to destroy or return the Data (or any copies thereof) on termination of the Engagement, C&W will keep its Engagement files, including the Data, for seven (7) years after issue of C&W's final invoice. The Client consents to the deletion and destruction of all Engagement files upon the expiry of that period unless the Client has requested in writing the return of Client papers or documents during that period. C&W shall not be liable for any loss arising out of or in connection with the destruction of documents occurring more than seven (7) years after the date of final invoice. C&W shall be entitled to retain Data to the extent required by any applicable law.

### Data Handling

- 7.6 The Client shall use all reasonable procedures to seek to ensure that any materials provided to C&W in any electronic format are virus free and shall be responsible for using appropriate firewalls and anti-virus software. The Client shall not disclose any special categories of data to C&W except by express written agreement.

- 7.7 A copy of C&W's Privacy Notice can be found [here](#).



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## 8. Documents and Reliance

- 8.1 C&W will take reasonable care in the preparation of any research, data, report or advice ("**Documents**") provided as part of the Services. Any opinions expressed in them constitute C&W's judgement, and data upon which this judgement is based are believed to be correct as at the date of the Documents (but may be subject to change during the life of the project and beyond and as new information becomes available). C&W reserves the right to change the underlying data, and its opinions, without prior notice, in the light of revised market opinion and evidence, but shall not be required to update any Document already provided.
- 8.2 Subject to Clause 8.3, the provision of the Services is for the Client's benefit only and no part of any Document produced by C&W for the Client shall be disclosed to any third party without the prior written consent of C&W. C&W shall not be liable to any third party placing reliance upon any such Document.
- 8.3 The Client may permit other persons to use C&W's Documents only with C&W's prior written consent and where such other persons have entered into a written agreement with C&W in relation to such use ("**Reliance Letter**"). C&W expressly disclaims any tortious duty of care (e.g., in negligence) to any third party in relation to any Document provided in connection with an Engagement, and the Client shall not permit any person to rely upon such Document unless that person has first entered into a Reliance Letter. Any limitation on C&W's liability set out in the Engagement shall apply in aggregate to the Client and any party entitled to rely upon C&W's Documents pursuant to a Reliance Letter.
- 8.4 Where the Client provides a copy of a Document to another person, or permits a person to rely upon a Document, the Client indemnifies and holds harmless C&W in full from and against any liability arising out of that person's use or reliance on that Document except where a Reliance Letter has been entered into by such person.
- 8.5 Where the Client acts on behalf of a syndicate or in relation to a securitisation, the Client agrees that it is not entitled to pursue any greater claim on behalf of any other person than it would have been entitled to pursue on its own behalf had there been no syndication or securitisation.

## 9. Service Quality

- 9.1 In carrying out the Services, C&W shall exercise the reasonable care and skill to be generally expected of a competent provider of services similar in scope, nature and complexity to the Services.
- 9.2 In the event that the Client is dissatisfied with the provision of the Services by C&W it must refer such complaint in the first instance to the C&W representative named in the Engagement Letter in accordance with the provisions of C&W's complaints procedure current at the time of the complaint. C&W shall supply to the Client a copy of the complaints procedure upon the request of the Client.
- 9.3 No implied terms shall apply under and/or in connection with the Engagement, and no other express warranties are given - all such terms are expressly excluded to the extent permitted by Applicable Law.
- 9.4 C&W is certified as ISO9001, ISO14001, and ISO45001 compliant.

## 10. Conflicts of Interest, Compliance and Ethics

- 10.1 C&W maintains conflict management procedures designed to govern actual or potential conflicts of interest. If the Client

becomes aware of a possible conflict, it shall inform C&W immediately. If a conflict arises, then C&W will decide, taking account of legal constraints, relevant regulatory rules and the clients' interests and wishes, whether it can continue to act for both parties (e.g., through the use of ethical walls), for one only, or for neither. Where C&W does not believe that any potential or actual conflict can be managed appropriately and in accordance with C&W policy (available upon request), it will inform all clients affected and consult with them as soon as reasonably practicable as to the steps to take.

- 10.2 The Client acknowledges and agrees that C&W may earn commissions and referral fees, and may charge handling fees connected to the services that it performs, and agrees that C&W shall be entitled to retain them without specific disclosure. C&W will not accept any commissions or referral fees in circumstances where it is of the reasonable belief that they would compromise the independence of any advice that it provides.
- 10.3 It is not C&W policy to provide any services for financial gain either directly or through connected persons, to a prospective purchaser or tenant in respect of a property for which C&W is instructed as agents by the seller/owner, until unconditional contracts have been exchanged. C&W will notify the Client if it is instructed by a prospective purchaser or tenant to provide such services where the Client is the seller/owner.

### Anti-Bribery & Corruption

- 10.4 **CLIENT WARRANTIES.** Neither Client nor any of its shareholders, owners, directors, officers, or employees is:
- (a) Blocked, debarred, designated, excluded, sanctioned, or denied import or export privileges under any applicable laws related to the import and export of goods/technology/services, economic or financial sanctions, trade embargoes, or other restrictions on trade ("**Sanctions & Trade Controls**");
  - (b) Located in, resident in or organized under the laws of a country or territory which is a subject of country-wide or territory-wide Sanctions and Trade Controls (e.g., Crimea, Cuba, Iran, Syria, or North Korea); or
  - (c) Currently, or within the past five (5) years has been, engaged in any activity that could reasonably be expected to result in any violation of any applicable laws related to money laundering, terrorist financing, or related financial recordkeeping and reporting requirements ("**AML Laws**").

- 10.5 **COMPLIANCE WITH LAW.** In connection with performance of this Agreement, Client and its shareholders, owners, directors, officers, or employees comply with, will comply with, and will not cause Company to violate any applicable laws ("**Applicable Laws**"), including, but not limited to:

- (a) Applicable Laws related to anti-bribery or anti-corruption ("**Anti-Corruption Laws**"), including, but not limited to, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010;
- (b) Applicable Laws related to Sanctions & Trade Controls, including, but not limited to, those administered and enforced by the United States (e.g., U.S. Export Administration Regulations, the International Traffic in Arms Regulations, U.S. Antiboycott Regulations) and the United Kingdom (e.g., as administered and enforced by

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the Office of Financial Sanctions Implementation); and

- (c) Applicable AML Laws, including, but not limited to, the Bank Secrecy Act, Money Laundering Control Act of 1986, USA PATRIOT Act, EU Money Laundering Directives, UK Prevention of Terrorism Act 2005, UK Serious Organised Crime and Police Act 2005, UK Money Laundering Regulations 2003, UK Proceeds of Crime Act 2002, and UK Anti-Terrorism, Crime and Security Act 2001.

10.6 If the Client becomes aware of any suspected or actual violation of Applicable Laws, in connection with the performance of this Engagement, the Client will notify C&W immediately in writing, unless prohibited by law.

## Tax

10.7 Each party shall:

- (a) not engage in any activity, practice, or conduct which would constitute either:
- (i) a UK tax evasion facilitation office under section 45(5) of the Criminal Finance Act 2017; or
  - (ii) a foreign tax evasion facilitation offence under 46(6) of the Criminal Finances Act 2017;
- (b) have and shall maintain in place such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including, without limitation, its employees) and to ensure compliance with sub-Clause 10.7(a); and
- (c) notify the other party in writing if it becomes aware of any breach of with sub-Clause 10.7(a) or has reason to believe that it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of its obligations under an Engagement.

10.8 For the purpose of Clause 10.7, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

10.9 The Client acknowledges and agrees that under no circumstances are C&W acting as an Intermediary nor are they providing any tax advice in respect of any Engagement.

## **11. Liability and Insurance**

11.1 Notwithstanding any contrary provision, neither party limits or excludes its liability in respect of:

- (a) any death or personal injury caused by its negligence;
- (b) any fraud or fraudulent misrepresentation; or
- (c) any statutory or other liability which cannot be limited or excluded under Applicable Law.

11.2 C&W shall not be liable for any:

- (a) indirect or consequential loss (even where the parties are aware of the possibility of any such loss at the date of the Engagement);

- (b) loss of profits or revenue of the Client generally;
- (c) loss of goodwill, reputation or opportunity;
- (d) loss of or corruption of data, or loss resulting from the Client's receipt of information, data, or communications supplied or sent by C&W electronically;
- (e) pure economic loss suffered by the Client or persons other than the Client arising out of a tortious duty of care, whether in negligence or otherwise;
- (f) acts or omissions of third parties (other than where contracted directly by C&W otherwise than as the Client's agent); or
- (g) delay caused by its duty to comply with legal and regulatory requirements (such as anti-money laundering checks),

in each case arising out of or in connection with an Engagement or any breach or non-performance of it no matter how fundamental (including by reason of negligence or breach of statutory duty) in contract, tort or otherwise. The parties agree that each of sub-clauses (a) to (g) (inclusive) above are separate terms and are intended to be severable.

11.3 C&W's total aggregate liability arising under or in connection with an Engagement or any breach or non-performance no matter how fundamental (including by reason of negligence or breach of statutory duty) in contract, tort or otherwise shall be limited in all circumstances to an amount equal to the lesser of:

- (a) five (5) times the Fees paid or payable by or on behalf of the Client to C&W in relation to the Engagement; or
- (b) two million pounds sterling (£2,000,000).

11.4 Subject always to Clauses 11.2 and 11.3, where an Engagement involves C&W being appointed as part of a project team, liability for loss and/or damage arising under or in connection with the Engagement shall be limited to that proportion of the Client's loss and/or damage which it would be just and equitable to require C&W to pay having regard to the extent of C&W's responsibility for the same and on the basis that:

- (a) all other Client consultants and contractors shall be deemed to have provided contractual undertakings, on terms no less onerous than those set out in the Engagement, to the Client in respect of the performance of their services in connection with the project;
- (b) there are no exclusions of or limitation of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to above; and
- (c) they shall be deemed to have paid to the Client such proportion which would be just and equitable for them to pay having regard to the extent of their responsibility.

11.5 No actions or proceedings arising under or in respect of the Engagement or documents signed in connection with it shall be commenced against C&W after six (6) years after the date of the final invoice in relation to the Engagement.

11.6 C&W shall effect and maintain, during the Engagement and for a period of six (6) years after issue of C&W's final invoice (or termination of the Engagement, if earlier), professional indemnity insurance with a limit of indemnity sufficient to cover C&W's liabilities under this Engagement provided always that such insurance remains available at commercially reasonable rates and terms and subject to such

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market standard exceptions, exclusions and limitations to the scope of cover generally in operation at the time of renewal, together with such other insurance as is required to be maintained in accordance with Applicable Law.

11.7 Further to Clause 1.2, nothing appoints or obliges C&W to act as an External Valuer as defined under the Alternative Investment Fund Managers Directive ("**AIFMD**") legislation, or its equivalent under local law. C&W expressly disclaims any responsibility or obligations under AIFMD and/or its equivalent unless expressly agreed in writing by C&W. Where C&W provides valuation advice to an entity that falls within the scope of AIFMD ("**Fund**"), its role will be limited solely to providing valuations of property assets held by the Fund. Responsibility for the valuation function for the Fund and the setting of the net asset value of the Fund will remain with others. C&W's Document will be addressed to the Fund for internal purposes and third parties may not rely on it. C&W's aggregate liability howsoever arising out of such instruction is limited in accordance with these Terms of Business.

11.8 C&W shall not be responsible for the management of any property the subject of an Engagement, and shall have no other responsibility (such as for maintenance or repair) in relation to nor shall C&W be liable for any damage occurring to any such property.

## 12. Termination

12.1 Either party may terminate the Engagement for convenience without cause, upon not less than thirty (30) days prior written notice to the other party.

12.2 Either party may terminate the Engagement at any time on written notice, either immediately or following such notice period as it shall see fit if the other party:

- (a) is in material breach of the Engagement, and such breach is irremediable;
- (b) commits any remediable material breach of the Engagement and fails to remedy such breach within a period of thirty (30) days from the service on it of a notice specifying the material breach and requiring it to be remedied (or, having so remedied, subsequently commits a similar breach within the next thirty (30) days); or
- (c) ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction.

12.3 C&W may terminate the Engagement and cease to provide the Services, immediately upon written notice to the Client if:

- (a) the Client has failed to pay an invoice within thirty (30) days of the date of such invoice; or
- (b) in C&W's reasonable opinion, the Client has committed or is about to commit any act or omission which would damage or potentially could damage C&W's reputation.
- (c) in connection with performance of this Engagement, the Client violates, or causes C&W to violate,

applicable Anti-Bribery Laws and Rules or Sanctions and AML Laws;

(d) C&W believes in good faith that the Client has acted in a way that may subject C&W to liability under applicable Anti-Corruption Laws, Sanctions & Trade Controls or AML Laws; or

(e) the Client or any of its direct or indirect shareholders becomes a Restricted Person.

12.4 On termination of the Engagement, the Client shall immediately pay to C&W:

- (a) Fees for the Services it has performed (on a pro rata basis having regard to the Fees payable for the completion of the Engagement, the expected duration of the entire Engagement and the Services performed prior to termination, unless otherwise specified);
- (b) any Expenses properly incurred in accordance with Clause 3.4, and marketing costs incurred in accordance with Clause 3.5, on or before the effective date of the termination;
- (c) where the right is exercised by the Client, any additional sums set out in the Engagement Letter as being payable upon termination; and
- (d) any outstanding interest calculated in accordance with Clause 3.6.

12.5 If a party, acting in good faith, exercises a right of termination, its subsequent failure or refusal to perform all or any of its current or future obligations in connection with an Engagement shall not be a breach of an Engagement (whether repudiatory or otherwise).

## 13. Intellectual Property

13.1 C&W and/or its licensors shall retain all right, title and interest in and to the Service Materials and C&W hereby grants to the Client a non-exclusive, non-transferable, non-sub-licensable licence to use the Service Materials to the extent necessary and for the purpose of receiving the Services. C&W shall have no liability for any use of the Service Materials other than for the purpose for which it was originally intended.

13.2 The Client and/or its licensors shall retain all right, title and interest in and to the Client Materials and the Client grants to C&W a worldwide, royalty-free, non-exclusive, transferable (to a member of the C&W Group) licence to use, copy and modify the Client Materials to the extent necessary and for the purpose of providing the Services to the Client and performing its other obligations in relation to an Engagement.

13.3 C&W and its licensors shall retain all right, title and interest in and to the C&W Materials.

## 14. Non-Solicitation

14.1 Neither party shall (except with the other party's prior written consent) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other, any employee or contractor working on an Engagement, and shall not offer employment to any employee working on an Engagement, for a period of six (6) months following the end of any involvement by that person with an Engagement. This shall not prohibit a party from offering employment to an employee or contractor of the other who has responded to an advertising campaign open to all comers and not specifically targeted at any of its employees or contractors.

14.2 In the event that a party breaches Clause 14.1, the other party shall be entitled to be paid compensation of six (6)



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months' salary or fees of the employee or contractor concerned. The parties agree that this is a genuine pre-estimate of loss taking into account the cost of recruitment and training of staff, and is agreed on a commercial basis between the parties.

## 15. Notices

- 15.1 Any notice or other information to be given by either party to the other under the terms of an Engagement (each a "Notice") shall be given by:
- (a) delivering it by hand; or
  - (b) sending it by first class or next day pre-paid registered post; or
  - (c) sending it by email,
- to the other party at the address given in Clause 15.4.
- 15.2 Any Notice delivered by hand shall be deemed to have been delivered at the time of actual delivery.
- 15.3 Any Notice sent in the manner provided by Clause 15.1(b) which is not returned to the sender as undelivered shall be deemed to have been delivered on the second day after it was so posted. Proof that the Notice was properly addressed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence that the Notice has been duly delivered.
- 15.4 The address of either party for service for the purposes of this Clause 15 (but excluding legal proceedings) shall be that of its registered or principal office, or such other address as it may last have notified to the other party in writing from time to time. Notices to C&W must be addressed to EMEA General Counsel to be valid.
- 15.5 Where a Notice is sent in the manner provided by Clause 15.1(c):
- (a) the Notice should be sent as a PDF attachment to the email, rather than in the body of the email;
  - (b) the subject of the email should make clear that the email contains a Notice relating to the Engagement;
  - (c) the relevant email addresses shall be (i) the last email address notified to the other party in writing for this purpose; and (ii) [emea.contracts@cushwake.com](mailto:emea.contracts@cushwake.com); and
  - (d) any Notice sent in the manner set out in Clause 15.1(c) shall, so long as the sender can provide evidence of sending and the sender does not receive notification that it has not been sent, be deemed to have been delivered on the day of sending, unless not sent on a business day, in which case it shall be deemed to have been delivered on the next business day.

## 16. No Waiver, Partnership or Joint Venture

- 16.1 No waiver of any right in connection with an Engagement (including rights to sue for breach) shall operate or be construed as a waiver of any other or further right whether of a like or different character, or be effective unless in writing duly executed by an authorised representative of the affected party. The failure to insist upon the performance of the terms, conditions and provisions of the Engagement, or time or other indulgence granted by one party to another, shall not act as a waiver of any breach, as acceptance of any variation, or as the relinquishment of any right in connection with the Engagement, which shall remain in full force and effect.
- 16.2 The Engagement shall not be interpreted or construed to create an association, joint venture or partnership between

the parties, or to impose any partnership obligation or liability upon either party.

## 17. Force Majeure and Relief

- 17.1 If either party is prevented or hindered from performing any of its obligations in connection with an Engagement by reason of circumstances outside its reasonable control, (including, without limitation, a reasonable business response, or a failure of supply, relating to a public health crisis including but not limited to epidemics and pandemics, whether or not pursuant to a strict government requirement), that party ("**Claiming Party**") shall as soon as reasonably possible serve notice in writing on the other party specifying the nature and extent of the circumstances preventing or hindering it from performing its obligations.
- 17.2 Subject to the Claiming Party serving notice in accordance with Clause 17.1, the Claiming Party shall have no liability in respect of any delay in performance or any non-performance of any such obligation (save for any payment obligation which shall continue in full force and effect), and the time for performance shall be extended accordingly to the extent that the delay or non-performance is due to such circumstances.
- 17.3 If the period of delay or non-performance continues for 30 days, the parties shall negotiate for a period of 15 days in good faith to agree how to proceed and to any necessary amendments to the Engagement. If no agreement is arrived at for 15 days, the other party may terminate the Engagement by giving 30 days written notice to the Claiming Party.
- 17.4 In the event that the Engagement is terminated pursuant to this Clause 17, C&W shall be entitled to receive payment for work done by C&W to the date of termination of the Engagement.
- 17.5 The Client agrees that C&W shall be excused from its failure to perform or delay in performing any affected obligation in connection with the Engagement to the extent that such failure results from a Relief Event. C&W shall be entitled to a reasonable extension of time in relation to any affected obligation, and to recover reasonable additional costs incurred by it, as a result of a Relief Event.

## 18. Illegality/Severance

If any provision is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision illegal, invalid or unenforceable under the law of any jurisdiction, this shall not affect or impair the legality, validity or enforceability of the remaining provisions relating to an Engagement, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction.

## 19. Assignment and Novation

- 19.1 Neither party may at any time, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), assign all or any part of its rights and/or obligations relating to an Engagement. Notwithstanding the previous sentence, C&W may assign/novate (as applicable) all or any part of its rights and/or obligations in connection with an Engagement to any other member of the C&W Group, without the Client's prior written consent.
- 19.2 Each Engagement shall inure to the benefit of, and be binding upon, the parties' successors and permitted assignees.

## 20. Further Assurance

Each party shall at all times from the date of the Engagement Letter, on being required to do so, at its own expense do or

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use reasonable endeavours to procure the doing by any necessary third parties of all such acts as may be required to give full effect to the terms of the Engagement including the execution and delivery of all deeds and documents.

## 21. Governing Law and Dispute Resolution

21.1 In the event of a dispute arising out of or in connection with an Engagement, the parties shall enter into mediation in good faith to settle such a dispute, in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. No party may commence any court proceedings in relation to any dispute arising out of or in connection with an Engagement until it has made reasonable endeavours to settle the dispute by mediation, provided that the right to issue proceedings is not prejudiced by a delay. Notwithstanding, C&W reserves the right to issue proceedings at any stage against the Client in respect of any Fees outstanding in relation to an Engagement.

21.2 Clause 21.1 shall not prevent a party from, or require the party to serve notice prior to, applying to the court for interim injunctive relief.

21.3 Each Engagement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and shall be construed in accordance with English law. The parties submit, save as provided below, to the exclusive jurisdiction of the English courts for all purposes relating to and in connection with each Engagement and any such dispute or claim. Nothing in this clause shall limit the right of C&W to take proceedings against the Client in the Client's country of domicile, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings by C&W in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## 22. Third Party Rights

22.1 To the extent that any loss, damage or expense is suffered or incurred by a member of the C&W Group, the parties acknowledge and agree that such loss, damage or expense shall be deemed to be the loss, damage or expense of C&W, and such loss shall be fully recoverable from the Client as if the loss, damage or expense was suffered or incurred by C&W directly.

22.2 Provided that Clauses 3.3 and 22.1 remain valid and in full force and effect, no term of the Engagement is intended for the benefit of a third party and the parties do not intend that any term of the Engagement shall be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise. If Clause 22.1 for any reason is or becomes illegal, invalid or unenforceable, then the rights under each Engagement shall be enforceable by any member of the C&W Group.

## 23. Entire Agreement

23.1 The Engagement constitutes the entire agreement and understanding between the parties relating to the transactions contemplated by or in connection with it and the other matters referred to in the Engagement and supersedes and extinguishes any other agreement or understanding (written or oral) between the parties or any of them relating to the same.

23.2 Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person except as expressly set

out in the Engagement. The Client's sole remedy in relation to any act or omission of C&W relating to or in connection with the Engagement shall be for breach of contract.

## 24. Miscellaneous Terms

24.1 Each party warrants and represents that it has power to enter into the Engagement and that it has obtained all necessary consents and/or approvals to do so.

24.2 The Client agrees that C&W shall be entitled to rely upon instructions given by any employee or other representative of the Client, and any person holding themselves out as having the authority to give such instructions.

24.3 Where the Client comprises two or more persons their liability in relation to the Engagement shall be joint and several.

24.4 Clauses 1.1, 2, 3, 4.2, 4.4, 6, 8, 9.3, 10, 11, 12.4, 12.5, 13 to 16 (inclusive), 18 and 20 to 24 (inclusive) of these Terms of Business shall survive termination of the Engagement.

24.5 The Client agrees and acknowledges that the Engagement is between the Client and C&W, and that the Client shall have no right to make any claim against any member (partner), director, employee, agent, or contractor of C&W or any member of the C&W Group or any C&W Affiliate.

24.6 In accordance with the Provision of Services Regulations 2009, C&W is required to make available certain information to Clients which can be found [here](#).

24.7 In accordance with Section 54, Part 6 of the Modern Slavery Act 2015, details of the measures C&W has taken to ensure that slavery and human trafficking is not taking place in its supply chains or in any part of its business can be found [here](#).

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(Version 3.4 – February 2025)

# APPENDIX C: SOURCES OF INFORMATION

In addition to information established by us, we have relied on the information as listed below:

Information	Source / Author	Date
Floor areas	the Client	
Financial information to September 2024	Impact Health Partners LLP	1 December 2024



# Contact Us

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Partner

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## Better never settles



