

# IMPORTANT NOTICE

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN OR INTO OR TO ANY PERSON LOCATED OR RESIDENT IN, OR AT ANY ADDRESS IN, THE UNITED STATES OF AMERICA, ITS TERRITORIES AND POSSESSIONS (INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, GUAM, AMERICAN SAMOA, WAKE ISLAND AND THE NORTHERN MARIANA ISLANDS), ANY STATE OF THE UNITED STATES OF AMERICA OR THE DISTRICT OF COLUMBIA (THE "UNITED STATES") OR IN OR INTO ANY OTHER JURISDICTION OR TO ANY OTHER PERSON WHERE OR TO WHOM IT IS UNLAWFUL TO RELEASE, PUBLISH OR DISTRIBUTE THIS DOCUMENT.

**IMPORTANT:** You must read the following disclaimer before continuing. The following disclaimer applies to the attached tender offer memorandum (the "**Tender Offer Memorandum**"), whether received as a result of e-mail, electronic communication or otherwise, and you are therefore advised to read these disclaimer pages carefully before reading, accessing or making any other use of the Tender Offer Memorandum. By reading, accessing or taking any other action with respect to the Tender Offer Memorandum or by accepting the e-mail or electronic communication to which the Tender Offer Memorandum was attached, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from General Accident plc (the "**Issuer**"), Jefferies International Limited (in its capacity as offeror) (the "**Offeror**"), Jefferies International Limited (in its capacity as dealer manager and solicitation agent with respect to the Tender Offer (as defined in the Tender Offer Memorandum) to Institutional Investors (as defined in the Tender Offer Memorandum) only), Lloyds Bank Corporate Markets plc (in its capacity as dealer manager and solicitation agent with respect to the Tender Offer to Institutional Investors only) (each, a "**Dealer Manager**" and together, the "**Dealer Managers**"), Computershare Investor Services PLC as receiving agent (the "**Receiving Agent**") or D. F. King Limited as retail information agent (the "**Retail Information Agent**") as a result of such access.

This document relates to the Issuer's: (i) £110,000,000 7.875 per cent. cumulative irredeemable preference shares (ISIN: GB0003692513) (the "**7.875% Preference Shares**"); and (ii) £140,000,000 8.875 per cent. cumulative irredeemable preference shares (ISIN: GB0003692737) (the "**8.875% Preference Shares**", and together with the 7.875% Preference Shares, the "**Preference Shares**").

NOTHING IN THE TENDER OFFER MEMORANDUM OR THE ELECTRONIC TRANSMISSION THEREOF CONSTITUTES OR CONTEMPLATES AN OFFER OF, AN OFFER TO PURCHASE OR THE SOLICITATION OF AN OFFER TO SELL, SECURITIES IN THE UNITED STATES OR ANY OTHER JURISDICTION. THE PREFERENCE SHARES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE PREFERENCE SHARES MAY NOT BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

IF YOU CAN NOT PROVIDE THE ISSUER AND THE OFFEROR WITH THE CONFIRMATION DESCRIBED BELOW OR HAVE GAINED ACCESS TO THE TENDER OFFER MEMORANDUM CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED TO PARTICIPATE IN THE TENDER OFFER DESCRIBED IN THE TENDER OFFER MEMORANDUM.

**Confirmation of Your Representation:** By reading, accessing or taking any other action with respect to the Tender Offer Memorandum, you shall represent to the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent that:

- a) you are a holder or a Beneficial Owner (as defined in the Tender Offer Memorandum) of some of the Preference Shares;
- b) you are not a person to or from whom it is unlawful to send the Tender Offer Memorandum or to make an invitation pursuant to the Tender Offer, in accordance with applicable laws, including the offer and distribution restrictions set out herein;
- c) you are not (and are not acting for the account or benefit of a person who is) located or resident in the United States or a U.S. person (as defined in Regulation S under the Securities Act), and if you have received this document by email, the electronic mail address that you have given to us and to which this document has been delivered is not located in the United States;
- d) you shall not pass on the Tender Offer Memorandum to third parties or otherwise make the Tender Offer Memorandum publicly available;

- e) you consent to delivery of the Tender Offer Memorandum to you in hard copy or by electronic transmission;
- f) you have understood and agreed to the terms set forth in this disclaimer; and
- g) you are not a Sanctions Restricted Person being a person or entity (a **"Person"**):
  - i. that is organised or resident in a country or territory which is the target of comprehensive country sanctions administered or enforced by any Sanctions Authority; or
  - ii. that is or is directly or indirectly owned or controlled by a Person that is described or designated in (i) the most current "Specially Designated Nationals and Blocked Persons" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current "Consolidated list of persons, groups and entities subject to EU financial sanctions" (which as of the date hereof can be found at: <https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>) or (iv) the most current consolidated list of "Financial sanctions targets: list of all asset freeze targets" published by the UK Office of Financial Sanctions Implementation (**"OFSI"**) (which as of the date hereof can be found at <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets>); or
  - iii. that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (i) the most current "Sectoral Sanctions Identifications" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the **"SSI List"**), (ii) Annexes III, IV, V, VI, XII and XIII of Council Regulation No. 833/2014, as amended (the **"EU Annexes"**), (iii) the most current "Consolidated List Of Financial Sanctions Targets in the UK - Status: Investment Ban Targets" published by OFSI (which as at the date hereof can be found at: <https://assets.publishing.service.gov.uk/media/624d9921d3bf7f6010c0ecd1/InvBan.pdf>) (the **"OFSI List"**) or (iv) any other list maintained by a Sanctions Authority, with similar effect to the SSI List, the EU Annexes or the OFSI List.

The Tender Offer Memorandum has been sent to you or made available to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent or the Retail Information Agent or any person who controls, or is a director, officer, employee, representative or agent of, the Issuer, the Offeror, the Dealer Managers, the Receiving Agent or the Retail Information Agent, nor any affiliate of any such person, accepts any liability or responsibility whatsoever in respect of any difference between the Tender Offer Memorandum distributed to you in electronic format and the hard copy version available to you on request from the Receiving Agent.

If you are not the named addressee to which the Tender Offer Memorandum has been delivered, please notify the sender immediately and destroy the Tender Offer Memorandum.

You are reminded that the Tender Offer Memorandum has been delivered to you on the basis that you are a person into whose possession this Tender Offer Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located or resident and you may not, nor are you authorised to, deliver this Tender Offer Memorandum to any other person. If you have recently sold or otherwise transferred some or all of your holding of Preference Shares, you should notify the sender immediately.

**The Tender Offer Memorandum contains important information which should be read carefully before any decision is made with respect to the Tender Offer as described in the Tender Offer Memorandum. If any Preference Shareholder is in any doubt as to the action it should take, it is recommended to seek its own financial, legal or other advice, including as to any tax consequences, from its stockbroker, bank manager, solicitor, accountant, independent financial adviser authorised under the Financial Services and Markets Act 2000, as amended (if in the United Kingdom) or other appropriately authorised financial, legal, tax or other adviser. Any individual or company whose Preference Shares are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity urgently if it wishes to participate in the Tender Offer.**

The Tender Offer described in the Tender Offer Memorandum, and the Tender Offer Memorandum itself, are subject to offer and distribution restrictions. Any materials relating to the Tender Offer do not constitute, and may not be used in connection with, any form of offer or solicitation in any place, except where the Tender Offer is permitted by, and conducted in accordance with, applicable law.

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*This Tender Offer Memorandum does not constitute an invitation to participate in the Tender Offer in or from any jurisdiction in or from which, or to or from any person to or from whom, it is unlawful to make such Tender Offer under applicable securities laws or otherwise. The distribution of this Tender Offer Memorandum in certain jurisdictions may be restricted by law. See section headed “Offer and Distribution Restrictions”. Persons into whose possession this Tender Offer Memorandum comes are required by each of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent to inform themselves about, and to observe, any such restrictions.*

## THIS DOCUMENT IS IMPORTANT AND REQUIRES IMMEDIATE ATTENTION. TENDER OFFER MEMORANDUM DATED 11 MARCH 2025

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Invitation to eligible holders of

**General Accident plc’s**

*(incorporated in Scotland with limited liability, registered number SC119505)*

(the “**Issuer**”)

**£110,000,000 7.875 per cent. cumulative irredeemable preference shares**  
**(ISIN: GB0003692513) (the “7.875% Preference Shares”)**

and

**£140,000,000 8.875 per cent. cumulative irredeemable preference shares**  
**(ISIN: GB0003692737) (the “8.875% Preference Shares”)**

(the 7.875% Preference Shares together with the 8.875% Preference Shares, the “**Preference Shares**”)

to tender any or all of their Preference Shares for purchase by Jefferies International Limited (the “**Offeror**”), acting as principal and not as agent, nominee or trustee of the Issuer, for cash on the terms and subject to the conditions described in this Tender Offer Memorandum (the “**Tender Offer**”)

and to pass a: (i) resolution on an advisory basis (the “**Advisory Vote Resolution**”) on the proposed cancellation of the Preference Shares (the “**Cancellation**”); and (ii) special resolution approving the proposed Cancellation (the “**Cancellation Resolution**”).

This Tender Offer Memorandum is to be read together with the circular to the Shareholders (as defined in this Tender Offer Memorandum) of the Issuer dated 11 March 2025 (the “**Shareholder Circular**”) in respect of a general meeting<sup>1</sup> of the Issuer to consider and, if thought fit, pass the Cancellation Resolution, the Special Dividend Resolution and the Tender Offer Resolution (each as defined in this Tender Offer Memorandum), and the circular dated 11 March 2025 (the “**Advisory Vote Circular**”) in respect of an advisory meeting of the Preference Shareholders (as defined in this Tender Offer Memorandum) to consider and, if thought fit, pass the Advisory Vote Resolution.

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<sup>1</sup> As described in more detail in this Tender Offer Memorandum, at the General Meeting, Preference Shareholders are only entitled to vote on the Cancellation Resolution.

## 7.875% Preference Shares

Securities	ISIN	Outstanding nominal amount	Amount subject to the Tender Offer
7.875% Preference Shares	GB0003692513	£110,000,000	Any and all

Cancellation		Tender Offer	
<b>7.875% Cancellation Amount of £1.366 per 7.875% Preference Share (being the 7.875% Cancellation Price together with the 7.875% Accrued Dividend Amount)</b>		<b>7.875% Tender Offer Consideration of £1.357 per 7.875% Preference Share (being the 7.875% Tender Offer Price together with the 7.875% Accrued Dividend Amount)</b>	
7.875% Cancellation Price <sup>1</sup>	7.875% Accrued Dividend Amount <sup>2</sup>	7.875% Tender Offer Price <sup>3</sup>	7.875% Accrued Dividend Amount <sup>4</sup>
£1.00749 per 7.875% Preference Share plus a Special Dividend of £0.34251 per 7.875% Preference Share  (The 7.875% Cancellation Price is the same amount as the 7.875% Tender Offer Price, as further described herein.)	1.6p per 7.875% Preference Share  (As the Cancellation and Tender Offer have different settlement dates, the 7.875% Accrued Dividend Amount will differ depending on whether the Cancellation or Tender Offer is implemented.)	£1.35 per 7.875% Preference Share	0.7p per 7.875% Preference Share  (As the Cancellation and Tender Offer have different settlement dates, the 7.875% Accrued Dividend Amount will differ depending on whether the Cancellation or Tender Offer is implemented.)

- The 7.875% Cancellation Price comprises both (i) the nominal value and the premium paid on issue of the 7.875% Preference Share being £1.00749 and (ii) a special dividend of £0.34251 per 7.875% Preference Share. The 7.875% Cancellation Price is the same amount as the 7.875% Tender Offer Price, as further described herein. The 7.875% Cancellation Amount (being the sum of the 7.875% Cancellation Price and the 7.875% Accrued Dividend Amount) will be paid in respect of **all** 7.875% Preference Shares, including such Preference Shares validly tendered in the Tender Offer. For the avoidance of doubt, in no circumstances will a 7.875% Preference Shareholder receive both the 7.875% Tender Offer Consideration (as defined in this Tender Offer Memorandum) and the 7.875% Cancellation Amount.
- The 7.875% Accrued Dividend Amount is an amount equal to arrears (if any) and accruals of the dividends payable in accordance with the 7.875% Preference Share Terms (as defined in this document) calculated from the last Dividend Payment Date preceding the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable) (each as defined in this document) up to and including the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable) in respect of the 7.875% Preference Shares as further described herein (the **"7.875% Accrued Dividend Amount"**). The 7.875% Accrued Dividend Amount will be equal to 1.6 per cent., or 1.6p for each 7.875% Preference Share if the Cancellation Settlement Date were to fall on 12 June 2025 as set out in the indicative timetable in the section of this document headed *"Expected Timetable"*. This amount is indicative only and will change if the Cancellation Settlement Date does not fall on 12 June 2025.
- The 7.875% Tender Offer Price has been calculated to include a premium above the prevailing quoted mid-market price for the 7.875% Preference Shares on the London Stock Exchange (on a 'clean price' basis) (as set out in more detail in Question 13 of the section of this document headed *"Questions and Answers about the Tender Offer and the Resolutions"*).
- The 7.875% Accrued Dividend Amount will be equal to 0.7 per cent., or 0.7p for each 7.875% Preference Share if the Tender Offer Settlement Date were to fall on 2 May 2025 as set out in the indicative timetable in the section of this document headed *"Expected Timetable"*. This amount is indicative only and will change if the Tender Offer Settlement Date does not fall on 2 May 2025.

## 8.875% Preference Shares

Securities	ISIN	Outstanding nominal amount	Amount subject to the Tender Offer
8.875% Preference Shares	GB0003692737	£140,000,000	Any and all

Cancellation		Tender Offer	
<b>8.875% Cancellation Amount of £1.560 per 8.875% Preference Share (being the 8.875% Cancellation Price together with the 8.875% Accrued Dividend Amount)</b>		<b>8.875% Tender Offer Consideration of £1.550 per 8.875% Preference Share (being the 8.875% Tender Offer Price together with the 8.875% Accrued Dividend Amount)</b>	
8.875% Cancellation Price <sup>1</sup>	8.875% Accrued Dividend Amount <sup>2</sup>	8.875% Tender Offer Price <sup>3</sup>	8.875% Accrued Dividend Amount <sup>4</sup>
£1.00885 per 8.875% Preference Share plus a Special Dividend of £0.51115 per 8.875% Preference Share  (The 8.875% Cancellation Price is the same amount as the 8.875% Tender Offer Price, as further described herein.)	4.0p per 8.875% Preference Share  (As the Cancellation and Tender Offer have different settlement dates, the 8.875% Accrued Dividend Amount will differ depending on whether the Cancellation or Tender Offer is implemented.)	£1.52 per 8.875% Preference Share	3.0p per 8.875% Preference Share  (As the Cancellation and Tender Offer have different settlement dates, the 8.875% Accrued Dividend Amount will differ depending on whether the Cancellation or Tender Offer is implemented.)

- The 8.875% Cancellation Price comprises both (i) the nominal value and the premium paid on issue of the 8.875% Preference Share being £1.00885 and (ii) a special dividend of £0.51115 per 8.875% Preference Share. The 8.875% Cancellation Price is the same amount as the 8.875% Tender Offer Price, as further described herein. The 8.875% Cancellation Amount (being the sum of the 8.875% Cancellation Price and the 8.875% Accrued Dividend Amount) will be paid in respect of **all** 8.875% Preference Shares, including such Preference Shares validly tendered in the Tender Offer. For the avoidance of doubt, in no circumstances will an 8.875% Preference Shareholder receive both the 8.875% Tender Offer Consideration (as defined in this Tender Offer Memorandum) and the 8.875% Cancellation Amount.
- The 8.875% Accrued Dividend Amount is an amount equal to arrears (if any) and accruals of the dividends payable in accordance with the 8.875% Preference Share Terms (as defined in this document) calculated from the last Dividend Payment Date preceding the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable) up to and including the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable) in respect of the 8.875% Preference Shares as further described herein (the **“8.875% Accrued Dividend Amount”**). The 8.875% Accrued Dividend Amount will be equal to 4.0 per cent., or 4.0p for each 8.875% Preference Share if the Cancellation Settlement Date were to fall on 12 June 2025 as set out in the indicative timetable in the section of this document headed *“Expected Timetable”*. This amount is indicative only and will change if the Cancellation Settlement Date does not fall on 12 June 2025.
- The 8.875% Tender Offer Price has been calculated to include a premium above the prevailing quoted mid-market price for the 8.875% Preference Shares on the London Stock Exchange (on a ‘clean price’ basis) (as set out in more detail in Question 13 of the section of this document headed *“Questions and Answers about the Tender Offer and the Resolutions”*).
- The 8.875% Accrued Dividend Amount will be equal to 3.0 per cent., or 3.0p for each 8.875% Preference Share if the Tender Offer Settlement Date were to fall on 2 May 2025 as set out in the indicative timetable in the section of this document headed *“Expected Timetable”*. This amount is indicative only and will change if the Tender Offer Settlement Date does not fall on 2 May 2025.

Pursuant to the Tender Offer, Preference Shareholders are invited, subject to the offer and distribution restrictions referred to in the section headed *“Offer and Distribution Restrictions”* of this Tender Offer Memorandum, to tender any or all of their Preference Shares for purchase by the Offeror, acting as principal and not as agent, nominee or trustee of the Issuer, for cash.

If a 7.875% Preference Shareholder validly tenders their 7.875% Preference Shares by the Relevant Expiration Deadline and the Offeror elects to purchase those 7.875% Preference Shares pursuant to the Tender Offer, the Offeror will pay such 7.875% Preference Shareholder a cash amount of £1.35 for each 7.875% Preference Share so purchased (the **“7.875% Tender Offer Price”**) plus the 7.875% Accrued Dividend Amount (together with the 7.875% Tender Offer Price, the **“7.875% Tender Offer Consideration”**).

If an 8.875% Preference Shareholder validly tenders their 8.875% Preference Shares by the Relevant Expiration Deadline and the Offeror elects to purchase those 8.875% Preference Shares pursuant to the Tender Offer, the Offeror will pay such 8.875% Preference Shareholder a cash amount of £1.52 for each 8.875% Preference Share so purchased (the **“8.875% Tender Offer Price”**) plus the 8.875% Accrued Dividend Amount (together with the 8.875% Tender Offer Price, the **“8.875% Tender Offer Consideration”**). The 7.875% Tender Offer Consideration, together with the 8.875% Tender Offer Consideration, the **“Tender Offer Consideration”**.

Neither the Issuer nor the Offeror is under any obligation to accept, nor will they have any liability to any person for non-acceptance of, any tender of Preference Shares for purchase pursuant to the Tender Offer. This Tender Offer Memorandum contains further information regarding the Tender Offer.

## General Meeting

In parallel with the Tender Offer, the Issuer is convening a general meeting (the **“General Meeting”**) to vote on the Cancellation Resolution which, if passed, will allow the Issuer to cancel all of the Preference Shares and implement the return of capital to Preference Shareholders in a cash amount of £1.00749 for each 7.875% Preference Share purchased and £1.00885 for each 8.875% Preference Share purchased plus: (i) in the case of the 7.875% Preference Shares, the 7.875% Accrued Dividend Amount; and (ii) in the case of the 8.875% Preference Shares, the 8.875% Accrued Dividend Amount (the **“Accrued Dividend Amount”**). The Issuer will also invite the holders of the Ordinary Shares (as defined in this Tender Offer Memorandum), Aviva plc (**“Aviva”**) and Undershaft Limited (**“Undershaft”**), to vote on a special resolution to approve: (i) the Tender Offer (the **“Tender Offer Resolution”**); and (ii) a special dividend of £0.34251 for each 7.875% Preference Share (the **“7.875% Special Dividend”**) and of £0.51115 for each 8.875% Preference Share (the **“8.875% Special Dividend”**) and the Voting Fee (as defined in this document) (the **“Special Dividend Resolution”**). The Cancellation Resolution and the Special Dividend Resolution (together the **“Capital Reduction Resolutions”**) are inter-conditional. If the Capital Reduction Resolutions are passed at the General Meeting and the other conditions to the implementation of the Cancellation are met, no Preference Shares will be accepted for purchase pursuant to the Tender Offer and instead, the 7.875% Preference Shareholders will receive £1.00749 for each 7.875% Preference Share plus the 7.875% Special Dividend (the **“7.875% Cancellation Price”**) and the 7.875% Accrued Dividend Amount (together with the 7.875% Cancellation Price, the **“7.875% Cancellation Amount”**), and the 8.875% Preference Shareholders will receive £1.00885 for each 8.875% Preference Share plus the 8.875% Special Dividend (the **“8.875% Cancellation Price”**) and the 8.875% Accrued Dividend Amount (together with the 8.875% Cancellation Price, the **“8.875% Cancellation Amount”**). The 7.875% Cancellation Price together with the 8.875% Cancellation Price, the **“Cancellation Price”** and the 7.875% Cancellation Amount together with the 8.875% Cancellation Amount, the **“Cancellation Amount”**. The Cancellation Price will be equal to the Tender Offer Price. For further information, see Question 5 of the section of this document headed *“Questions and Answers about the Tender Offer and the Resolutions”*.

## Advisory Vote Meeting

In addition to the General Meeting, the Issuer will also convene a separate meeting of the Preference Shareholders (the **“Advisory Vote Meeting”**) on an advisory basis to consider and vote on the proposed Cancellation (the **“Advisory Vote Resolution”**). The Advisory Vote Meeting will take place before the General Meeting and the Cancellation Resolution is conditional on the passing of the Advisory Vote Resolution. If the Advisory Vote Resolution is not passed, the Cancellation Resolution will not be capable of passing at the General Meeting and will be withdrawn (and likewise the Special Dividend Resolution will be withdrawn), and the Cancellation will not be implemented. If the Advisory Vote Resolution is passed by Preference Shareholders, both Aviva and Undershaft intend to vote their Ordinary Shares in favour of the Capital Reduction Resolutions at the General Meeting. The Shareholder Circular and the Advisory Vote Circular contain further information regarding the General Meeting, the Advisory Vote Meeting (together with the General Meeting, the **“Meetings”**), the Capital Reduction Resolutions, the Advisory Vote Resolution and the proposed Cancellation.

## Voting Fee

In addition to the Cancellation Amount, if both the Advisory Vote Resolution and the Capital Reduction Resolutions are passed and the Cancellation is implemented, any Preference Shareholder who either (a) validly tenders its Preference Shares for purchase pursuant to the Tender Offer by the Relevant Expiration Deadline by way of the relevant Tender Instructions (Option 1) or (b) by appointing the Chair (as defined in this Tender Offer Memorandum) as its proxy under a Voting Only Instruction (Option 2) (as defined in this Tender Offer Memorandum) by the Proxy Deadline in accordance with the procedures set out in the Shareholder Circular (regardless of whether the votes are in favour or against), will be eligible to receive a voting fee of £0.02 for each Preference Share (being 2 per cent. of the nominal value of each Preference Share) (the “**Voting Fee**”) validly tendered or in respect of which such Voting Only Instruction (Option 2) is submitted. The Voting Fee will be voted on by the Ordinary Shareholders, Aviva and Undershaft, as part of the Special Dividend Resolution. Both Aviva and Undershaft intend to vote in favour of the Special Dividend Resolution (including the Voting Fee) if the Advisory Vote Resolution is passed.

A Preference Shareholder participating in the Meetings by any other means shall not be entitled to the Voting Fee irrespective of whether they vote in favour of the relevant resolutions. For example, any Preference Shareholder who attends the Meetings in person or via the Virtual Meeting Platform or makes other arrangements to be represented and vote at the Meetings, other than by way of the relevant Tender Instructions (Option 1) or by appointing the Chair as its proxy under a Voting Only Instruction (Option 2), will not be eligible to receive the Voting Fee, irrespective of whether such Preference Shareholder had already delivered a Tender Instruction (Option 1) or a Voting Only Instruction (Option 2) or made such other arrangements by the Relevant Expiration Deadline or the Proxy Deadline.

## No tender on a Cancellation

If: (i) the Advisory Vote Resolution is passed at the Advisory Vote Meeting; and (ii) the Capital Reduction Resolutions are passed at the General Meeting and the Cancellation is implemented, the Issuer will not proceed with the Tender Offer and the Offeror will not purchase any of the Preference Shares which have been validly tendered. Instead, all tendered Preference Shares (together with all other Preference Shares) will be cancelled by the Issuer pursuant to the Cancellation and the Preference Shareholders will receive the Cancellation Amount on the Cancellation Settlement Date. For the avoidance of doubt, in no circumstances will a Preference Shareholder receive both the Tender Offer Consideration and the Cancellation Amount.

If: (i) the Advisory Vote Resolution is passed at the Advisory Vote Meeting; and (ii) the Capital Reduction Resolutions are passed at the General Meeting and the Cancellation is implemented, all Preference Shares (regardless of whether a Preference Shareholder participated in the Tender Offer or voted in the Meetings) will be cancelled and only those Preference Shareholders who either validly tendered their Preference Shares or validly submitted Voting Only Instructions (Option 2) will be eligible to receive the Voting Fee. See the section “*Procedures for Participating in the Tender Offer and the Meetings*” of this Tender Offer Memorandum for further information regarding the submission of Voting Only Instructions (Option 2) or Voting Only Instructions (Option 3) and Tender Instructions (Option 1). Therefore, Preference Shareholders are urged to read this document together with the Advisory Vote Circular and the Shareholder Circular carefully before deciding whether or not to participate in the Tender Offer or vote in the Meetings.

If the Advisory Vote Resolution and the Capital Reduction Resolutions are not passed at the Meetings, the Offeror may still accept valid tenders of Preference Shares pursuant to the Tender Offer provided that the Tender Offer Resolution has passed at the General Meeting. Both Aviva and Undershaft as the Issuer’s Ordinary Shareholders intend to vote in favour of the Tender Offer Resolution to ensure that Preference Shares that are validly tendered will be purchased by the Offeror pursuant to the Tender Offer if the Cancellation is not implemented. For the avoidance of doubt, no Voting Fee will be paid to any Preference Shareholders in this event.

## Voting Options

You have the option to **(A)** tender your Preference Shares for purchase (and automatically appoint the Chair as your proxy to vote in favour of the proposed Advisory Vote Resolution **and** the Cancellation Resolution) (Tender Instruction (Option 1)) or **(B)** attend and/or vote on the proposed Advisory Vote Resolution and the Cancellation Resolution without tendering your Preference Shares for purchase (Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3)) or **(C)** take no action. Preference shareholders may not select more than one option in respect of the same Preference Share. See the section of this document headed “*Terms and Conditions of the Tender Offer - Multiple or conflicting instructions*” for more information.

To assist with your decision, a summary of the potential outcomes is set out in the following tables.

If the Advisory Vote Resolution and Capital Reduction Resolutions are passed and the Cancellation is implemented, then you will receive:

## 7.875% Preference Shares

<b>DID YOU VOTE?</b> (either by tendering your 7.875% Preference Shares in the Tender Offer <sup>1</sup> , or by otherwise appointing the Chair as your proxy to vote on your behalf under the Voting Only Instruction (Option 2) <sup>2</sup> )	<b>7.875% CANCELLATION PRICE<sup>3</sup></b>	<b>7.875% ACCRUED DIVIDEND AMOUNT<sup>4</sup></b>	<b>VOTING FEE<sup>5</sup></b>	
			<i>(expressed as a percentage of the nominal value of each Preference Share)</i>	<i>(expressed as an amount)</i>
YES	£1.00749 per 7.875% Preference Share plus a Special Dividend of £0.34251 per 7.875% Preference Share	1.6p per 7.875% Preference Share	2% per 7.875% Preference Share	£0.02 per 7.875% Preference Share
NO	£1.00749 per 7.875% Preference Share plus a Special Dividend of £0.34251 per 7.875% Preference Share	1.6p per 7.875% Preference Share	0.00%	£0

1. If you tender your 7.875% Preference Shares in the Tender Offer, you will automatically appoint the Chair as your proxy to vote in favour of the Advisory Vote Resolution **and** the Cancellation Resolution.
2. To appoint the Chair as your proxy to vote in respect of the Advisory Vote Resolution and the Cancellation Resolution without tendering your 7.875% Preference Shares and be eligible for the Voting Fee, you should submit a Voting Only Instruction (Option 2) in accordance with the procedures set out in the Shareholder Circular.
3. The 7.875% Cancellation Price comprises both (i) the nominal value and the premium paid on issue of the 7.875% Preference Share being £1.00749 and (ii) a special dividend of £0.34251 per 7.875% Preference Share. The 7.875% Cancellation Price is the same amount as the 7.875% Tender Offer Price, as further described herein. The 7.875% Cancellation Amount (being the sum of the 7.875% Cancellation Price and the 7.875% Accrued Dividend Amount) will be paid in respect of **all** 7.875% Preference Shares, including such Preference Shares validly tendered in the Tender Offer. For the avoidance of doubt, in no circumstances will a 7.875% Preference Shareholder receive both the 7.875% Tender Offer Consideration (as defined in this document) and the 7.875% Cancellation Amount.
4. This amount is indicative only and assumes that the Cancellation Settlement Date will fall on 12 June 2025. If the Cancellation Settlement Date does not fall on 12 June 2025, the 7.875% Accrued Dividend Amount will change.
5. 7.875% Preference Shareholders who attend the Meetings in person or via the Virtual Meeting Platform, or appoint someone other than the Chair as their proxy, or appoint the Chair as their proxy to attend the Meetings but withhold their vote will not receive the Voting Fee.



## 8.875% Preference Shares

DID YOU VOTE? (either by tendering your 8.875% Preference Shares in the Tender Offer <sup>1</sup> , or by otherwise appointing the Chair as your proxy to vote on your behalf under the Voting Only Instruction (Option 2) <sup>2</sup> )	8.875% CANCELLATION PRICE <sup>3</sup>	8.875% ACCRUED DIVIDEND AMOUNT <sup>4</sup>	VOTING FEE <sup>5</sup>	
			(expressed as a percentage of the nominal value of each Preference Share)	(expressed as an amount)
YES	£1.00885 per 8.875% Preference Share plus a Special Dividend of £0.51115 per 8.875% Preference Share	4.0p per 8.875% Preference Share	2% per 8.875% Preference Share	£0.02 per 8.875% Preference Share
NO	£1.00885 per 8.875% Preference Share plus a Special Dividend of £0.51115 per 8.875% Preference Share	4.0p per 8.875% Preference Share	0.00%	£0

1. If you tender your 8.875% Preference Shares in the Tender Offer (Option 1), you will automatically appoint the Chair as your proxy to vote in favour of the Advisory Vote Resolution **and** the Cancellation Resolution.
2. To appoint the Chair as your proxy to vote in respect of the Advisory Vote Resolution **and** the Cancellation Resolution without tendering your 8.875% Preference Shares, you should submit a Voting Only Instruction (Option 2) in accordance with the procedures set out in the Shareholder Circular.
3. The 8.875% Cancellation Price comprises both (i) the nominal value and the premium paid on issue of the 8.875% Preference Share being £1.00885 and (ii) a special dividend of £0.51115 per 8.875% Preference Share. The 8.875% Cancellation Price is the same amount as the 8.875% Tender Offer Price, as further described herein. The 8.875% Cancellation Amount (being the sum of the 8.875% Cancellation Price and the 8.875% Accrued Dividend Amount) will be paid in respect of **all** 8.875% Preference Shares, including such Preference Shares validly tendered in the Tender Offer. For the avoidance of doubt, in no circumstances will an 8.875% Preference Shareholder receive both the 8.875% Tender Offer Consideration (as defined in this document) and the 8.875% Cancellation Amount.
4. This amount is indicative only and assumes that the Cancellation Settlement Date will fall on 12 June 2025. If the Cancellation Settlement Date does not fall on 12 June 2025, the 8.875% Accrued Dividend Amount will change.
5. 8.875% Preference Shareholders who attend the Meetings in person or via the Virtual Meeting Platform, or appoint someone other than the Chair as their proxy, or appoint the Chair as their proxy to attend the Meetings but withhold their vote will not receive the Voting Fee.

If either the Advisory Vote Resolution or the Capital Reduction Resolutions are not passed and the Cancellation is not implemented, then provided the Tender Offer Resolution has passed and the Offeror accepts the tendered Preference Shares, you will receive:

## 7.875% Preference Shares

DID YOU TENDER?	7.875% TENDER OFFER PRICE <sup>1</sup>	7.875% ACCRUED DIVIDEND AMOUNT <sup>2</sup>	VOTING FEE
YES	£1.35 per 7.875% Preference Share	0.7p per 7.875% Preference Share	NO VOTING FEE WILL BE PAID
NO	No purchase by the Offeror pursuant to the Tender Offer.		

## 8.875% Preference Shares

DID YOU TENDER?	8.875% TENDER OFFER PRICE <sup>3</sup>	8.875% ACCRUED DIVIDEND AMOUNT <sup>4</sup>	VOTING FEE
YES	£1.52 per 8.875% Preference Share	3.0p per 8.875% Preference Share	NO VOTING FEE WILL BE PAID
NO	No purchase by the Offeror pursuant to the Tender Offer.		

1. The 7.875% Tender Offer Consideration comprises the 7.875% Tender Offer Price and the 7.875% Accrued Dividend Amount. The 7.875% Tender Offer Price will be paid in respect of the 7.875% Preference Shares validly tendered in the Tender Offer and accepted for purchase and has been calculated to include a premium above the prevailing quoted mid-market price for the 7.875% Preference Shares on the London Stock Exchange (on a 'clean price' basis) (as set out in more detail in Question 13 of the section of this document headed "*Questions and Answers about the Tender Offer and the Resolutions*"). The 7.875% Tender Offer Price is the same as the 7.875% Cancellation Price, as further discussed herein. For the avoidance of doubt, in no circumstances will a 7.875% Preference Shareholder receive both the 7.875% Tender Offer Consideration and the 7.875% Cancellation Amount.
2. This amount is indicative only and assumes that the Tender Offer Settlement Date will fall on 2 May 2025. If the Tender Offer Settlement Date does not fall on 2 May 2025, the 7.875% Accrued Dividend Amount will change.
3. The 8.875% Tender Offer Price will be paid in respect of the 8.875% Preference Shares validly tendered in the Tender Offer and accepted for purchase and has been calculated to include a premium above the prevailing quoted mid-market price for the 8.875% Preference Shares on the London Stock Exchange (on a 'clean price' basis) (as set out in more detail in Question 13 of the section of this document headed "*Questions and Answers about the Tender Offer and the Resolutions*"). The 8.875% Tender Offer Price is the same as the 8.875% Cancellation Price, as further discussed herein. For the avoidance of doubt, in no circumstances will an 8.875% Preference Shareholder receive both the 8.875% Tender Offer Consideration and the 8.875% Cancellation Amount.
4. This amount is indicative only and assumes that the Tender Offer Settlement Date will fall on 2 May 2025. If the Tender Offer Settlement Date does not fall on 2 May 2025, the 8.875% Accrued Dividend Amount will change.

Any Preference Shareholder who does not wish to participate in the Tender Offer does not need to take any action. However your attention is drawn to the Shareholder Circular which contains the proposed Capital Reduction Resolutions, pursuant to which (in the event that the Advisory Vote Resolution and Capital Reduction Resolutions are passed) the Issuer intends to cancel all Preference Shares and issue the Special Dividend (as further outlined therein). Preference Shareholders are urged to read this document carefully along with the Shareholder Circular and Advisory Vote Circular (each available online at <https://clients.dfkingltd.com/Aviva>) before deciding whether or not to participate in the Tender Offer or vote in the Meetings. The Tender Offer is conditional on the passing of the Tender Offer Resolution which will be voted on by the holders of the Ordinary Shares, Aviva and Undershaft. Both Aviva and Undershaft intend to vote in favour of the Tender Offer Resolution to ensure that Preference Shares that are validly tendered will be purchased by the Offeror pursuant to the Tender Offer if the Cancellation is not implemented. See the section of this document headed “*Questions and Answers about the Tender Offer and the Resolutions*” for an overview of the Tender Offer.

**Before making any decisions in respect of the Tender Offer, Preference Shareholders should carefully consider all of the information contained in this Tender Offer Memorandum, including the section “*Risk Factors and Other Considerations relating to the Tender Offer and the Cancellation*”.**

THE TENDER OFFER WILL COMMENCE ON 11 MARCH 2025 AND WILL EXPIRE AT (1) 1.00PM (UK TIME) ON 18 MARCH 2025 IN RELATION TO INSTITUTIONAL INVESTORS AND (2) 1.00PM (UK TIME) ON 8 APRIL 2025 IN RELATION TO RETAIL INVESTORS, IN EACH CASE, UNLESS AMENDED, EXTENDED, RE-OPENED, WITHDRAWN OR TERMINATED BY THE ISSUER (WITH THE PRIOR CONSENT OF THE OFFEROR (AS APPLICABLE)).

TENDER INSTRUCTIONS (OPTION 1), ONCE SUBMITTED, MAY NOT BE WITHDRAWN EXCEPT IN THE LIMITED CIRCUMSTANCES OUTLINED IN THIS TENDER OFFER MEMORANDUM UNDER THE HEADING “*EXTENSION, AMENDMENT, WITHDRAWAL AND TERMINATION*”.

ANY PREFERENCE SHAREHOLDER WHO DOES NOT WISH TO PARTICIPATE IN THE TENDER OFFER BUT WHO WISHES TO BE ELIGIBLE TO RECEIVE THE VOTING FEE MUST VALIDLY SUBMIT A VOTING ONLY INSTRUCTION (OPTION 2) BY 10.00AM (UK TIME) ON 11 APRIL 2025.

THE DEADLINES SET BY ANY INTERMEDIARY (AS DEFINED IN THIS TENDER OFFER MEMORANDUM) WILL BE EARLIER THAN THIS DEADLINE.

## Dealer Managers

*(in respect of the Tender Offer to Institutional Investors only)*

**Jefferies - Lloyds Bank Corporate Markets**

## Offeror

*(in respect of the Tender Offer)*

**Jefferies**

# IMPORTANT NOTICES

This Tender Offer Memorandum contains important information for Preference Shareholders and should be read carefully before any decision is made with respect to the Tender Offer. If any Preference Shareholder is in any doubt as to the contents of this Tender Offer Memorandum or the action they should take, it is recommended that such Preference Shareholder seeks their own financial and/or legal advice, including in respect of any tax consequences, immediately from their broker, solicitor, accountant or other independent financial, tax, legal or accounting adviser.

Any person whose Preference Shares are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary (each an “**Intermediary**”) should contact such Intermediary urgently if it wishes to tender such Preference Shares pursuant to the Tender Offer. **Such Intermediary will require instructions from such Preference Shareholder prior to the deadlines contained in this Tender Offer Memorandum in order for such Preference Shareholder to tender their Preference Shares.** Preference Shareholders should check with their Intermediary to understand what deadline may be imposed by such Intermediary in order for a Preference Shareholder to provide their instructions. The deadline for submission of instructions to such Intermediary will be before the deadlines set out in this Tender Offer Memorandum.

**The distribution of this Tender Offer Memorandum in certain jurisdictions may be restricted by law (see “Offer and Distribution Restrictions”).**

The Issuer accepts responsibility for the information and statements of intention contained in this Tender Offer Memorandum. To the best of the knowledge and belief of the Issuer, the information contained in this Tender Offer Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates (as defined herein) makes any recommendation whatsoever regarding this Tender Offer Memorandum or the Tender Offer (including as to whether Preference Shareholders should tender Preference Shares pursuant to the Tender Offer) and none of them has authorised any person to make any such recommendation.

None of the Offeror, the Dealer Managers, the Retail Information Agent, the Receiving Agent nor any of their respective Affiliates has authorised the whole or any part of this Tender Offer Memorandum, the Shareholder Circular, the Advisory Vote Circular or the Shareholder Guide and none of them makes any representation or warranty or accepts any responsibility for the accuracy or completeness of the information concerning the Tender Offer, the Meetings, the Advisory Vote Resolution, the Capital Reduction Resolutions or the Issuer contained in this Tender Offer Memorandum, the Advisory Vote Circular or the Shareholder Circular or for any failure by the Issuer or any third party to disclose events that may have occurred and may affect the significance or accuracy of the information in this Tender Offer Memorandum, the Advisory Vote Circular or the Shareholder Circular or accepts any responsibility for any acts or omissions by the Issuer or any third party in connection with the Tender Offer.

Each Preference Shareholder is solely responsible for making its own independent appraisal of all matters relating to the Tender Offer, the Meetings, the Advisory Vote Resolution and the Cancellation Resolution as such Preference Shareholder deems appropriate and each Preference Shareholder must make their own decision whether to tender any or all of its Preference Shares for purchase pursuant to the Tender Offer or to vote in the Meetings based upon their own judgement and having obtained advice from such financial, accounting, legal and tax advisers as it may deem necessary. Accordingly, each Preference Shareholder acknowledges that they have not relied upon the Issuer, the Offeror, the Dealer Managers, the Retail Information Agent or the Receiving Agent in connection with its decision as to whether to tender any or all of its Preference Shares for purchase pursuant to the Tender Offer or to vote in the Meetings. None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates is expressing any opinion on, nor making any representation or recommendation as to, the merits of the Tender Offer.

Lloyds Bank Corporate Markets plc is authorised by the PRA and regulated by the PRA and the Financial Conduct Authority (the “**FCA**”). Each of Jefferies International Limited, the Receiving Agent, and the Retail Information Agent is authorised and regulated by the FCA. **However, none of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates, is acting for any Preference Shareholder, or will be responsible to any Preference Shareholder for providing any protections which would be afforded to their clients or for providing advice in relation to the Tender Offer, the Advisory Vote Resolution and/or the Cancellation Resolution. In addition, the Dealer Managers are acting as dealer managers and solicitation agents in respect of the Tender Offer to Institutional Investors only and have no role or responsibility in respect of the Tender Offer or the Meetings to Retail Investors.**

In the event the Advisory Vote Resolution and the Capital Reduction Resolutions are not passed at the Meetings, or the Cancellation is not implemented as contemplated therein, Preference Shareholders who do not participate in the Tender Offer, or whose Preference Shares are not accepted for purchase by the Offeror, will not have their Preference Shares purchased by the Offeror pursuant to the Tender Offer and will continue to hold them in accordance with their terms (see “*Questions and Answers about the Tender Offer and the Resolutions*” and the Shareholder Circular, for further details).

The Tender Offer described herein is not being made to, and any Tender Instructions (Option 1) will not be accepted from, or on behalf of, Preference Shareholders who are located or resident in any jurisdiction in which the making of the Tender Offer would not be in compliance with the laws or regulations of such jurisdictions (see “*Offer and Distribution Restrictions*”). Preference Shareholders must comply with such restrictions. However, this shall not prevent any such Preference Shareholder from exercising their rights to attend and vote at the Meetings or to appoint a proxy to do so on their behalf.

Neither the delivery of this Tender Offer Memorandum nor any purchase of Preference Shares shall, under any circumstances, create any implication that the information contained in this Tender Offer Memorandum is correct as of any time subsequent to the date of such information or that there has been no change in the information set out in it or the affairs of the Issuer since the date of this Tender Offer Memorandum.

No person has been authorised to give any information or to make any representation about the Preference Shares, the Issuer, the Offeror or the Tender Offer other than as contained in this Tender Offer Memorandum and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates.

This Tender Offer Memorandum is only issued to and directed at Preference Shareholders for the purposes of the Tender Offer. No other person may, or is entitled to, rely or act on, or be able to rely or act on, its contents, and it should not be relied upon by any Preference Shareholders for any other purpose.

Preference Shareholders must comply with all laws that apply to them in any place in which they possess this Tender Offer Memorandum. Preference Shareholders must also obtain any and all necessary consents or approvals required in order to tender their Preference Shares. None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent or the Retail Information Agent (or any of their respective Affiliates) is responsible for Preference Shareholders’ compliance with any such legal requirements. See “*Offer and Distribution Restrictions*.” The applicable provisions of the Financial Services and Markets Act 2000, as amended (the “**FSMA**”) must be complied with in respect of anything done in relation to the Tender Offer in, from or otherwise involving the United Kingdom.

The Dealer Managers and their respective Affiliates may, to the extent permitted by applicable law, have or hold a position in the Preference Shares and the Dealer Managers may make, or continue to make, a market in, or act as principal in any transactions in, or relating to, or otherwise act in relation to, the Preference Shares. No submission or non-submission by the Dealer Managers should be taken by any Preference Shareholder or any other person as any recommendation or otherwise by the Dealer Managers as to the merits of participating or not participating in the Tender Offer.

The Dealer Managers may also deliver Tender Instructions (Option 1) and Voting Only Instructions (Option 2) or Voting Only Instructions (Option 3) for their own accounts and on behalf of other Preference Shareholders.

For the avoidance of doubt, each invitation to the Preference Shareholders to tender their Preference Shares for purchase by the Offeror contained within this Tender Offer Memorandum is an invitation to treat by the Offeror, and any references to any offer or invitation under or in respect of the Tender Offer shall be construed accordingly.

Capitalised terms used in this section and in this Tender Offer Memorandum have the meaning given to them in the section of this Tender Offer Memorandum headed “*Definitions*” on page 17 and any other definitions of such terms are for ease of reference only and shall not affect their interpretation.

# CONTENTS

IMPORTANT NOTICES	12
CERTAIN DEFINITIONS	15
FURTHER INFORMATION	16
DEFINITIONS	17
QUESTIONS AND ANSWERS ABOUT THE TENDER OFFER AND THE RESOLUTIONS	28
EXPECTED TIMETABLE	49
RISK FACTORS AND OTHER CONSIDERATIONS RELATING TO THE TENDER OFFER AND THE CANCELLATION	53
TAX CONSEQUENCES	57
TERMS AND CONDITIONS OF THE TENDER OFFER	60
GENERAL	65
PROCEDURES FOR PARTICIPATING IN THE TENDER OFFER AND THE MEETINGS	67
EXTENSION, AMENDMENT, WITHDRAWAL AND TERMINATION	75
DEALER MANAGERS, OFFEROR, RECEIVING AGENT AND RETAIL INFORMATION AGENT	77
OFFER AND DISTRIBUTION RESTRICTIONS	79
ANNEX 1 – AGREEMENTS, ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS	82
PART A – AGREEMENTS, ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF PREFERENCE SHAREHOLDERS, IN RESPECT OF PREFERENCE SHARES HELD IN CERTIFICATED FORM	82
PART B – AGREEMENTS, ACKNOWLEDGEMENTS, REPRESENTATIONS WARRANTIES AND UNDERTAKINGS OF PREFERENCE SHAREHOLDERS, IN RESPECT OF PREFERENCE SHARES HELD IN CREST	86

# CERTAIN DEFINITIONS

Unless the context otherwise requires, all references in this Tender Offer Memorandum to a **“Preference Shareholder”** or a **“Holder”** of Preference Shares include:

- a) a holder recorded in the Preference Share Register as the holder of legal title to any Preference Shares (a **“Registered Holder”**) either as:
  - a CREST Participant; or
  - a Registered Holder of Preference Shares held in certificated form (a **“Certificated Holder”**);
- b) any Intermediary who holds a beneficial interest in any Preference Shares on behalf of another person; and
- c) each ultimate Beneficial Owner of any Preference Shares holding such Preference Shares, directly or indirectly, in an account (or through the account of an Intermediary) in the name of a Certificated Holder or a CREST Participant (as the case may be) acting on such Beneficial Owner's behalf,

except that for the purposes of settling any Beneficial Owner's entitlement to any Tender Offer Consideration to be paid to it pursuant to the Tender Offer, to the extent the Beneficial Owner is not itself a Registered Holder, the Tender Offer Consideration to be paid in respect of such Beneficial Owner's Preference Shares which are purchased in the Tender Offer will be paid to the Registered Holder in whose name those Preference Shares are registered. The payment of the Tender Offer Consideration to the Registered Holder will discharge the Offeror's obligations in respect thereof, and the Beneficial Owner must look to the Registered Holder (and, if applicable, any relevant Intermediary) for payment to it of the Tender Offer Consideration.

If the Advisory Vote Resolution and the Capital Reduction Resolutions are passed and the Cancellation is implemented, to the extent the Beneficial Owner is not itself a Registered Holder, the Cancellation Amount and the Voting Fee (if applicable) to be paid in respect of the relevant Preference Shares of such Beneficial Owner will be paid to the Registered Holder in whose name those Preference Shares are registered. The payments of the Cancellation Amount and the Voting Fee (if applicable) to the Registered Holder will discharge the Issuer's obligations in respect thereof, and the Beneficial Owner must look to the Registered Holder (and, if applicable, any relevant Intermediary) for payments to it of the relevant Cancellation Amount and Voting Fee (if applicable).

In addition, the following terms have the following meanings in this Tender Offer Memorandum:

- a) **“Retail Investor”** means a Preference Shareholder who is not an Institutional Investor (as defined in this Tender Offer Memorandum). Any Preference Shareholder who is an individual or whose Preference Shares are held by an Intermediary will be a Retail Investor. Any Preference Shareholder who is not sure whether they are a Retail Investor or an Institutional Investor may contact the Receiving Agent for further information, using the contact details set out at the end of this Tender Offer Memorandum.
- b) **“Institutional Investor”** means a Preference Shareholder that is:
  - i. an “eligible counterparty” or a “professional client”, each as defined in Directive 2014/65/EU (as amended); or
  - ii. an “eligible counterparty” as defined in the FCA Handbook Conduct of Business Sourcebook or a “professional client” as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA.

For more information, see Question 16 of the section of this document headed *“Questions and Answers about the Tender Offer and the Resolutions”*.

Other capitalised terms used in this Tender Offer Memorandum are defined in the section of this document headed *“Definitions”* on page 17.

# FURTHER INFORMATION

## Further assistance

### Retail Investors

Retail Investors and Intermediaries or advisers that represent Retail Investors who have questions or require technical assistance in connection with the delivery of Tender Instructions (Option 1) or a Voting Only Instruction (Option 2), or who have other questions regarding the Tender Offer, the Meetings, the Advisory Vote Resolution and/or the Cancellation Resolution, should contact the Retail Information Agent using the following contact details:

#### **D.F. King – Retail Information Agent**

Telephone: 0333 300 1934 (if calling from the UK)

Telephone: +44 333 300 1934 (if calling from outside the UK)

Lines are open from 9.00am to 5.30pm (UK time) Monday to Friday (excluding public holidays in England and Wales). Calls from within the UK are charged at the standard geographic rate and will vary by provider. Calls from outside the UK will be charged at the applicable international rate. Please note that calls may be monitored for security and training purposes. Please note that the Retail Information Agent cannot provide advice on the merits of the Tender Offer or the Cancellation nor give any financial, legal, investment or tax advice.

If you own your Preference Shares through an Intermediary, you are urged to contact that Intermediary urgently for further information about the Tender Offer and the Meetings, and to ascertain what that Intermediary needs to receive from you, and by when, in order to ensure that they can arrange for the submission of instructions on your behalf.

### Institutional Investors

Institutional Investors who have questions or require technical assistance in connection with the delivery of Tender Instructions (Option 1) or a Voting Only Instruction (Option 2) should contact the Retail Information Agent using the above contact details. Institutional Investors who have any other questions regarding the Tender Offer should contact the Dealer Managers using the contact details set out at the end of this Tender Offer Memorandum.

If you have any questions on the merits of the Tender Offer, the Meetings, the Advisory Vote Resolution and/or the Cancellation Resolution and whether it is right for you to participate, we recommend you seek your own financial and/or legal advice, including in respect of any tax consequences of the Tender Offer and/or the Cancellation, immediately from your broker, solicitor, accountant or other independent financial, tax or legal adviser.

### Important Notice

None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates (as defined herein) is able to provide financial, accounting, legal, tax, or any other advice in connection with the Tender Offer, the Meetings, the Advisory Vote Resolution and/or the Cancellation Resolution, or to express any opinion on the merits of the same or otherwise to make any representation or recommendations as to whether or not Preference Shareholders should tender any or all of their Preference Shares for purchase pursuant to the Tender Offer or vote in the Meetings. Preference Shareholders should immediately contact their own broker, solicitor, accountant or other independent financial, tax, legal or accounting adviser for financial, legal, tax, accounting or other advice, or to obtain an opinion as to the merits of the Tender Offer and/or the Meetings, the Advisory Vote Resolution and the Cancellation Resolution or a recommendation in connection with the same.

The details of the Receiving Agent (in the case of Retail Investors), the Retail Information Agent (in the case of Intermediaries or advisers acting on behalf of Retail Investors) and the Dealer Managers (in the case of Institutional Investors only) are provided to help the relevant Preference Shareholders understand the Tender Offer, the Meetings, the Advisory Vote Resolution and/or the Cancellation Resolution, the options available to them in connection with the Tender Offer, the Meetings, the Advisory Vote Resolution and/or the Cancellation Resolution and the administrative steps which any such Preference Shareholder will need to take if it wishes to participate in the Tender Offer and/or the Meetings.



# DEFINITIONS

In this Tender Offer Memorandum, the following expressions have the following meanings:

<b>7.875% Accrued Dividend Amount</b>	In respect of the 7.875% Preference Shares, an amount equal to arrears (if any) and accruals of the dividends payable in accordance with the 7.875% Preference Share Terms calculated from the last Dividend Payment Date preceding the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable) up to and including the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable);
<b>7.875% Cancellation Amount</b>	The 7.875% Cancellation Price plus the 7.875% Accrued Dividend Amount;
<b>7.875% Cancellation Price</b>	£1.00749 plus the 7.875% Special Dividend;
<b>7.875% Preference Shares</b>	The £110,000,000 7.875 per cent. cumulative irredeemable preference shares (ISIN: GB0003692513) issued by the Issuer;
<b>7.875% Preference Share Terms</b>	The terms of the 7.875% Preference Shares, as set out in the listing particulars dated 2 March 1993 relating to the 7.875% Preference Shares, subject to the Articles of Association of the Issuer;
<b>7.875% Special Dividend</b>	The special dividend of £0.34251 for each 7.875% Preference Share;
<b>7.875% Tender Offer Consideration</b>	The price at which the Offeror will purchase each 7.875% Preference Share which is validly tendered in the Tender Offer and accepted for purchase by the Offeror, being the sum of the 7.875% Tender Offer Price and the 7.875% Accrued Dividend Amount;
<b>7.875% Tender Offer Price</b>	An amount of £1.35 for each 7.875% Preference Share;
<b>8.875% Accrued Dividend Amount</b>	In respect of the 8.875% Preference Shares, an amount equal to arrears (if any) and accruals of the dividend payable in accordance with the 8.875% Preference Share Terms calculated from the last Dividend Payment Date preceding the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable) up to and including the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable);
<b>8.875% Cancellation Amount</b>	The 8.875% Cancellation Price plus the 8.875% Accrued Dividend Amount;
<b>8.875% Cancellation Price</b>	£1.00885 plus the 8.875% Special Dividend;
<b>8.875% Preference Shares</b>	The £140,000,000 8.875 per cent. cumulative irredeemable preference shares (ISIN: GB0003692737) issued by the Issuer;
<b>8.875% Preference Share Terms</b>	The terms of the 8.875% Preference Shares, as set out in the listing particulars dated 2 September 1992 relating to the 8.875% Preference Shares, subject to the Articles of Association of the Issuer;
<b>8.875% Special Dividend</b>	The special dividend of £0.51115 for each 8.875% Preference Share;

<b>8.875% Tender Offer Consideration</b>	The price at which the Offeror will purchase each 8.875% Preference Share that is validly tendered in the Tender Offer and accepted for purchase by the Offeror, being the sum of the 8.875% Tender Offer Price and the 8.875% Accrued Dividend Amount;
<b>8.875% Tender Offer Price</b>	An amount of £1.52 for each 8.875% Preference Share;
<b>Accrued Dividend Amount</b>	In respect of the 7.875% Preference Shares, the 7.875% Accrued Dividend Amount and in respect of the 8.875% Preference Shares, the 8.875% Accrued Dividend Amount;
<b>Advisory Vote Circular</b>	The circular dated 11 March 2025 made available to Preference Shareholders containing a notice of meeting in relation to the Advisory Vote Meeting and incorporating the notice of Advisory Vote Meeting;
<b>Advisory Vote Meeting</b>	The advisory meeting of the Preference Shareholders to consider and vote on the proposed Cancellation to be held at Events @ No 6, 6 Alie Street, London, E1 8QT (with the ability to attend and participate via the Virtual Meeting Platform) at 9.00 a.m. on 15 April 2025, or any adjournment thereof, notice of which is set out in the Advisory Vote Circular;
<b>Advisory Vote Resolution</b>	The proposed advisory resolution in respect of the Cancellation to be voted on by Preference Shareholders at the Advisory Vote Meeting;
<b>Affiliates</b>	With respect to any person, (i) such person's directors, officers, employees, agents, affiliates, or advisers; and (ii) any person controlling such person, and such controller's directors, officers, employees, agents, affiliates or advisers;
<b>Articles of Association</b>	The articles of association of the Issuer in force as at the date of this Tender Offer Memorandum;
<b>Aviva</b>	Aviva plc;
<b>Aviva Preference Share Cancellation</b>	The proposed cancellation of all of the preference shares of Aviva;
<b>Aviva Tender Offer</b>	The invitation to eligible Aviva preference shareholders to tender their preference shares for cash as documented in a tender offer memorandum dated 11 March 2025;
<b>Band Limit</b>	The upper limit of the income tax basic rate band applicable in respect of a tax year;
<b>Beneficial Owner</b>	A person who is the owner of a beneficial interest in Preference Shares but who is not a Registered Holder in respect of such Preference Shares;
<b>Blocking Regulations</b>	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), (ii) Council Regulation (EC) No. 2271/1996 as it forms part of domestic law of the United Kingdom by virtue of the EUWA or (iii) any similar blocking or anti-boycott law in the European Union or the United Kingdom;
<b>Business Day</b>	A day (other than a Saturday, Sunday or public or bank holiday) on which banks are generally open for business in London and Edinburgh, United Kingdom;

<b>Cancellation</b>	The cancellation of all Preference Shares by the Issuer following the: (i) passing of the Advisory Vote Resolution at the Advisory Vote Meeting and the Capital Reduction Resolutions at the General Meeting; (ii) confirmation of the Court; (iii) registration of the Court order by the Registrar of Companies; and (iv) Cancellation not otherwise being prohibited under applicable law or regulation;
<b>Cancellation Amount</b>	In respect of the 7.875% Preference Shares, the 7.875% Cancellation Amount and in respect of the 8.875% Preference Shares, the 8.875% Cancellation Amount;
<b>Cancellation Date</b>	If the Cancellation is implemented, the date on which the Cancellation is to take effect, expected to be 6 June 2025;
<b>Cancellation Price</b>	In respect of the 7.875% Preference Shares, the 7.875% Cancellation Price and in respect of the 8.875% Preference Shares, the 8.875% Cancellation Price;
<b>Cancellation Resolution</b>	The proposed special resolution as set out in the Notice of General Meeting at the end of the Shareholder Circular approving the cancellation of the Preference Shares;
<b>Cancellation Settlement Date</b>	The date of payments of the Cancellation Amount and the Voting Fee (if applicable) expected to take place on or around 12 June 2025;
<b>Capital Reduction Resolutions</b>	The Cancellation Resolution and Special Dividend Resolution;
<b>Certificated Holder</b>	A Registered Holder of Preference Shares in certificated form;
<b>Chair</b>	The chair of the Issuer;
<b>CGT</b>	UK capital gains tax;
<b>Closing Price</b>	The quoted mid-market prices for the relevant Preference Shares on the London Stock Exchange as at close of business on 10 March 2025;
<b>Computershare</b>	Computershare Investor Services PLC;
<b>Corporate Preference Shareholder</b>	A Preference Shareholder that is within the charge to corporation tax;
<b>Court</b>	The Court of Session in Scotland;
<b>CREST</b>	The system of paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended;
<b>CREST Manual</b>	The manual, as amended from time to time, produced by Euroclear describing the CREST system and supplied by Euroclear to users and participants thereof;
<b>CREST Participant</b>	A Registered Holder who is, in relation to CREST, a system-participant (as defined in the CREST Regulations);

<b>CREST Regulations</b>	The Companies Act 1996 (Uncertificated Securities) Regulations 1996 (ST. No 68/1996) and the UK Uncertificated Securities Regulations 2001 (SI No. 2001/3755), including any modifications thereof or any regulations in substitution therefor and for the time being in force;
<b>De-listing</b>	The cancellation of (i) the listing of the Preference Shares on the Official List and (ii) the admission to trading of the Preference Shares on the Main Market of the London Stock Exchange, which is expected to occur on 9 June 2025;
<b>Dealer Manager Agreement</b>	The agreement entered into between the Issuer, Aviva and the Dealer Managers dated 11 March 2025;
<b>Dealer Managers</b>	Jefferies International Limited and Lloyds Bank Corporate Markets plc, each acting in their capacity as dealer managers and solicitation agents;
<b>Dividend</b>	A dividend of an amount equal to the Special Dividend, the Accrued Dividend Amount and the Voting Fee (if applicable);
<b>Dividend Allowance</b>	The nil rate of tax that applies for the first £500 of non-exempt dividend income in any tax year;
<b>Dividend Payment Date</b>	Has the meaning given to it in the Terms;
<b>Electronic Payment Mandate</b>	A standing electronic payment mandate with the Preference Shares Registrar for the purpose of receiving payments from the Offeror;
<b>ESA Instruction</b>	An escrow account adjustment input (AESN), transaction type “ <b>ESA</b> ” (as described in the CREST Manual);
<b>Euroclear</b>	Euroclear UK & International Limited, the operator of CREST;
<b>EUWA</b>	The European Union (Withdrawal) Act 2018, as amended;
<b>FCA</b>	The Financial Conduct Authority of the United Kingdom or, where applicable, any successor body or bodies carrying out the functions currently carried out by the Financial Conduct Authority;
<b>Financial Promotion Order</b>	The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended;
<b>FSMA</b>	The Financial Services and Markets Act 2000, as amended;
<b>General Meeting</b>	The general meeting of the Issuer to be held at Events @ No.6, 6 Alie Street, London, E1 8QT (with the ability to attend and participate via the Virtual Meeting Platform) at 10.00 a.m. on 15 April 2025 (or 15 minutes after the Advisory Vote Meeting is concluded or adjourned, whichever is later) or any reconvened meeting following any adjournment thereof, notice of which is set out in the Shareholder Circular;
<b>General Meeting Resolutions</b>	The Capital Reduction Resolutions and the Tender Offer Resolution;
<b>Group</b>	Aviva and its Subsidiaries and Subsidiary Undertakings from time to time, including the Issuer;

<b>HMRC</b>	HM Revenue & Customs;
<b>Individual Preference Shareholder</b>	A Preference Shareholder that is an individual;
<b>Institutional Investor</b>	A Preference Shareholder that is: <ul style="list-style-type: none"> <li>a) an <b>“eligible counterparty”</b> or a <b>“professional client”</b>, each as defined in Directive 2014/65/EU, as amended;</li> <li>b) an <b>“eligible counterparty”</b> as defined in the FCA Handbook Conduct of Business Sourcebook; or</li> <li>c) a <b>“professional client”</b> as defined in Regulation (EU) No 600/2014 as it forms part of domestic law of the United Kingdom by virtue of the EUWA;</li> </ul>
<b>Institutional Expiration Deadline</b>	The expiration of the Tender Offer in relation to Institutional Investors, being 1.00 p.m. (UK time) on 18 March 2025;
<b>Intermediary</b>	Any broker, dealer, bank, custodian, trust company or other nominee or intermediary who holds Preference Shares or an interest in Preference Shares on behalf of another person;
<b>Issuer</b>	General Accident plc;
<b>Letter of Indemnity</b>	The letter of indemnity to be issued by the Receiving Agent in respect of a lost Preference Share certificate;
<b>London Stock Exchange or LSE</b>	The London Stock Exchange Group plc or any recognised investment exchange for the purposes of FSMA that may take over the functions of the London Stock Exchange Group plc;
<b>Meetings</b>	The Advisory Vote Meeting and the General Meeting;
<b>Notifying News Service</b>	A recognised financial news service or services (e.g. Reuters/Bloomberg) as selected by the Issuer;
<b>Offeror</b>	Jefferies International Limited;
<b>Official List</b>	The official list maintained by the FCA pursuant to Part 6 of FSMA;
<b>Ordinary Shareholders</b>	The holders of the Ordinary Shares, being Aviva and Undershaft;
<b>Ordinary Shares</b>	The ordinary shares of the Issuer;
<b>PRA</b>	The Bank of England acting as the Prudential Regulation Authority;
<b>Preference Shareholder</b>	A holder of Preference Shares, as more fully defined under <b>“Certain Definitions”</b> above and a <b>“Holder”</b> of Preference Shares shall be construed accordingly;
<b>Preference Shares</b>	The 7.875% Preference Shares and the 8.875% Preference Shares;

<b>Preference Shares Sale Gain</b>	The amount of chargeable gain realised by an Individual Preference Shareholder in respect of the sale of the Preference Shares;
<b>Preference Share Register</b>	The register of members relating to the Preference Shares maintained by the Preference Shares Registrar on behalf of the Issuer;
<b>Preference Share Returned Value</b>	£1.00749 per 7.875% Preference Share and £1.00885 per 8.875% Preference Share;
<b>Preference Shares Registrar</b>	Computershare;
<b>Proxy Deadline</b>	The final time for receipt by the Receiving Agent of a Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3), being 10.00 a.m. on 11 April 2025 (for further details see the Shareholder Circular);
<b>Proxy Instruction Form</b>	<p>a) With respect to Preference Shares held in CREST (or holders of GA Preference Shares held in certificated form who are in a restricted jurisdiction and unable to participate in the Tender Offer), the paper form (i) directing CREST Participants (or holders of GA Preference Shares held in certificated form who are in a restricted jurisdiction and unable to participate in the Tender Offer) to tender their shares through CREST via TTE Instruction, and (ii) by which CREST Participants (or holders of GA Preference Shares held in certificated form who are in a restricted jurisdiction and unable to participate in the Tender Offer) may specify their Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) with respect to their Preference Shares; or</p> <p>b) With respect to Preference Shares held in certificated form outside CREST, the paper form comprising (i) the form of tender instruction on which Certificated Holders can specify their Tender Instruction (Option 1); and (ii) the form of proxy for use by Preference Shareholders in connection with the General Meeting on which Preference Shareholders can specify their Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) with respect to their Preference Shares;</p> <p>Registered Holders of Preference Shares should have received a Proxy Instruction Form. Any Registered Holder who did not receive a Proxy Instruction Form should contact the Receiving Agent to request one as a matter of priority if they wish to participate in the Tender Offer and/or the Meetings.</p>
<b>Receiving Agent</b>	Computershare;
<b>Registered Holder</b>	A holder recorded in the Preference Share Register as the holder of legal title to any Preference Shares, being a Certificated Holder or a CREST Participant;
<b>Registrar of Companies</b>	The Registrar of Companies in Scotland;
<b>Relevant Expiration Deadline</b>	In relation to the Retail Investors, the Retail Expiration Deadline, and in relation to the Institutional Investors, the Institutional Expiration Deadline;

**Results Announcement**

The announcement which the Issuer expects to make on or around 15 April 2025 (subject to the right of the Issuer to amend, extend, re-open, withdraw and/or terminate the Tender Offer with the prior consent of the Offeror (as applicable) and pursuant to the terms of the Tender Offer Memorandum) confirming:

- a) whether the Advisory Vote Resolution was passed at the Advisory Vote Meeting and whether the Tender Offer Resolution and the Capital Reduction Resolutions were passed at the General Meeting and:
  - i. if the Advisory Vote Resolution and the Capital Reduction Resolutions were passed, whether the Cancellation will be implemented, subject to confirmation by the Court, and (if so) confirmation of the Cancellation Date and the Cancellation Settlement Date;
  - ii. if only the Tender Offer Resolution was passed, the results of the Tender Offer, including announcement of (a) the percentage of Preference Shares validly tendered prior to the Relevant Expiration Deadline; and (b) whether the Offeror accepts for purchase any validly tendered Preference Shares and, if so, the number of Preference Shares so accepted for purchase pursuant to the Tender Offer, and confirmation of the Tender Offer Settlement Date; and
- b) the total amount (being the Cancellation Amount plus (for those eligible Preference Shareholders) the Voting Fee, or the Tender Offer Consideration, as applicable) payable in respect of each Preference Share to be cancelled by the Issuer pursuant to the Cancellation or purchased by the Offeror pursuant to the Tender Offer and paid to Preference Shareholders on the Tender Offer Settlement Date, as applicable, and a breakdown thereof;

**Retail Expiration Deadline**

The expiration of the Tender Offer in relation to Retail Investors, being 1.00 p.m. (UK time) on 8 April 2025;

**Retail Information Agent**

D. F. King Limited;

**Retail Investor**

A Preference Shareholder who is not an Institutional Investor;

**RNS**

The Regulatory News Service provided by the London Stock Exchange (being a regulatory information service that is on the list of regulatory information services maintained by the FCA);

**Sanctions Authority**

Each of:

- a) the United States government;
- b) the United Nations;
- c) the European Union (or any of its member states);
- d) the United Kingdom;
- e) any other equivalent governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; or
- f) the respective governmental institutions, departments and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United States Department of State, the United States Department of Commerce and His Majesty's Treasury of the United Kingdom;

**Sanctions Restricted Person**

Each person or entity (a "Person"):

- a) that is organised or resident in a country or territory which is the target of comprehensive country sanctions administered or enforced by any Sanctions Authority;
- b) that is or is directly or indirectly owned or controlled by a Person that is described or designated in (i) the most current "Specially Designated Nationals and Blocked Persons" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current "Consolidated list of persons, groups and entities subject to EU financial sanctions" (which as of the date hereof can be found at: <https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>) or (iv) the most current consolidated list of "Financial sanctions targets: list of all asset freeze targets" published by the UK Office of Financial Sanctions Implementation ("OFSI") (which as of the date hereof can be found at <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets>); or
- c) that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (i) the most current "Sectoral Sanctions Identifications" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the "SSI List"), (ii) Annexes III, IV, V, VI, XII and XIII of Council Regulation No. 833/2014, as amended (the "EU Annexes"), (iii) the most current "Consolidated List Of Financial Sanctions Targets in the UK - Status: Investment Ban Targets" published by OFSI (which as at the date hereof can be found at: <https://assets.publishing.service.gov.uk/media/624d9921d3bf7f6010c0ecd1/InvBan.pdf>) (the "OFSI List") or (iv) any other list maintained by a Sanctions Authority, with similar effect to the SSI List, the EU Annexes or the OFSI List;

**SDRT**

Stamp Duty Reserve Tax;

**Securities Act**

The United States Securities Act of 1933, as amended;



<b>Shareholder Circular</b>	The circular dated 11 March 2025 made available to Shareholders of the Issuer containing a notice of meeting in relation to the General Meeting;
<b>Shareholder Guide</b>	The shareholder guide dated 11 March 2025 sent to Preference Shareholders to assist Preference Shareholders with their review of the Shareholder Circular, Advisory Meeting Circular and Tender Offer Memorandum;
<b>Shareholders</b>	All the holders of shares in the Issuer;
<b>Special Dividend</b>	In respect of the 7.875% Preference Shares, the 7.875% Special Dividend and in respect of the 8.875% Preference Shares, the 8.875% Special Dividend;
<b>Special Dividend Resolution</b>	The proposed special resolution as set out in the Shareholder Circular approving the Special Dividend and the Voting Fee;
<b>Sterling or £</b>	Pounds sterling, the lawful currency of the United Kingdom;
<b>Subsidiary</b>	Has the meaning given to it in section 1159 of the Companies Act 2006;
<b>Subsidiary Undertaking</b>	Has the meaning given to it in section 1162 of the Companies Act 2006;
<b>Taxable Excess</b>	The amount by which an Individual Preference Shareholder's total dividend income for a tax year exceeds the Dividend Allowance;
<b>Tender Instruction (Option 1)</b>	In the case of: <ul style="list-style-type: none"> <li>a) Preference Shares held in certificated form, a Proxy Instruction Form selecting 'Option 1'; and</li> <li>b) Preference Shares held in CREST, a TTE Instruction;</li> </ul>
<b>Tender Offer</b>	The invitation to eligible Preference Shareholders, subject to the offer and distribution restrictions referred to in <b>"Offer and Distribution Restrictions"</b> , to tender their Preference Shares for purchase by the Offeror for cash, on the terms and subject to the conditions set out in this Tender Offer Memorandum;
<b>Tender Offer Agreement</b>	The agreement entered into between the Issuer, Aviva and the Offeror dated 11 March 2025;
<b>Tender Offer Consideration</b>	In respect of the 7.875% Preference Shares, the 7.875% Tender Offer Consideration and in respect of the 8.875% Preference Shares, the 8.875% Tender Offer Consideration;
<b>Tender Offer Memorandum</b>	This Tender Offer Memorandum and any amendments from time to time;
<b>Tender Offer Price</b>	In respect of the 7.875% Preference Shares, the 7.875% Tender Offer Price and in respect of the 8.875% Preference Shares, the 8.875% Tender Offer Price;
<b>Tender Offer Record Time</b>	6.00 p.m. on 8 April 2025;
<b>Tender Offer Resolution</b>	The proposed special resolution as set out in the Notice of General Meeting at the end of the Shareholder Circular approving the purchase of the Preference Shares pursuant to the Tender Offer on the terms and conditions set out in this Tender Offer Memorandum;

<b>Tender Offer Settlement Date</b>	The date of payment of the Tender Offer Consideration expected to take place on or around 2 May 2025 provided that the Capital Reduction Resolutions do not pass and the Tender Offer Resolution passes (subject to the right of the Issuer to amend, extend, re-open, withdraw and/or terminate either Tender Offer pursuant to the terms of the Tender Offer Memorandum). If the Advisory Vote Resolution and Capital Reduction Resolutions are passed, but the Cancellation is not implemented for any reason, then, provided that the Tender Offer Resolution is passed, the Issuer will proceed with the repurchase of the Preference Shares pursuant to the Tender Offer and the Tender Offer Settlement Date will be later than 2 May 2025. For the avoidance of doubt, in the event the Tender Offer is implemented, while Certificated Holders may receive the Tender Offer Consideration later than CREST Participants (who are expected to receive the Tender Offer Consideration on the Tender Offer Settlement Date), the Accrued Dividend Amount will be calculated on the same basis for all Preference Shareholders who have validly tendered their shares, and will cease to accrue on the Tender Offer Settlement Date;
<b>Terms</b>	In respect of the 7.875% Preference Shares, the 7.875% Preference Share Terms and in respect of the 8.875% Preference Shares, the 8.875% Preference Share Terms;
<b>Total Chargeable Gains</b>	The Preference Shares Sale Gain, aggregated with other chargeable gains realised by that Individual Preference Shareholder in the year of assessment (and after taking into account aggregate losses);
<b>Total Taxable Gains and Income</b>	The total taxable gains and income in a given year, including any gains made on the sale of the Preference Shares;
<b>Transaction</b>	The Tender Offer and Cancellation;
<b>TTE Instruction</b>	The “transfer to escrow” instruction pursuant to which CREST Participants may tender Preference Shares pursuant to the terms of the Tender Offer;
<b>Undershaft</b>	Undershaft Limited;
<b>United Kingdom or UK</b>	United Kingdom of Great Britain and Northern Ireland;
<b>United States or U.S.</b>	United States of America;
<b>U.S. Person</b>	A person defined as such in Regulation S under the Securities Act;
<b>Virtual Meeting Platform</b>	The Computershare virtual meeting platform;
<b>Voting Fee</b>	£0.02 for each Preference Share (being 2 per cent. of the nominal value of each Preference Share) by way of dividend in respect of the relevant Preference Shares;
<b>Voting Only Instructions</b>	Voting Only Instructions (Option 2) and Voting Only Instructions (Option 3);
<b>Voting Only Instruction (Option 2)</b>	An instruction by a Preference Shareholder submitted by way of a Proxy Instruction Form selecting ‘Option 2’ in accordance with the procedures set out in this Tender Offer Memorandum, the Advisory Vote Circular and the Shareholder Circular, to appoint the Chair as its proxy to vote as instructed on the Advisory Vote Resolution and the Cancellation Resolution, but without tendering their Preference Shares in the Tender Offer;

**Voting Only Instruction (Option 3)**

An instruction by a Preference Shareholder submitted by way of a Proxy Instruction Form selecting 'Option 3' in accordance with the procedures set out in this Tender Offer Memorandum, the Advisory Vote Circular and the Shareholder Circular, to appoint a proxy or proxies other than the Chair to attend the Meetings and/or vote as instructed on the Advisory Vote Resolution and the Cancellation Resolution, or appoint the Chair as its proxy to attend the Meetings but withhold its vote, but, in each case, without tendering their Preference Shares in the Tender Offer; and

**Voting Record Time**

The record time to determine holdings for valid participation at the Advisory Vote Meeting and the General Meeting, 6.00 p.m. on 11 April 2025.

# QUESTIONS AND ANSWERS ABOUT THE TENDER OFFER AND THE RESOLUTIONS

*This section provides an overview, in ‘question and answer’ format, of the Tender Offer, the Advisory Vote Resolution, the Tender Offer Resolution and the Capital Reduction Resolutions described in this document, the Shareholder Circular and the Advisory Vote Circular. These questions and answers are not meant to be a substitute for the information contained in the rest of this Tender Offer Memorandum, the Advisory Vote Circular or the Shareholder Circular, and this information is qualified in its entirety by the more detailed descriptions and explanations contained in other parts of this Tender Offer Memorandum, the Advisory Vote Circular and the Shareholder Circular. Capitalised terms used herein have the meanings given in the “Definitions” sections of this Tender Offer Memorandum, the Advisory Vote Circular and the Shareholder Circular.*

*Preference Shareholders are urged to read this Tender Offer Memorandum, the Advisory Vote Circular and the Shareholder Circular in their entirety prior to making any decision. Preference Shareholders should consult their own financial, accounting, legal and tax advisers regarding the consequences of participating in the Tender Offer and/or the Meetings.*

## THE PROPOSALS

### 1. Why have I received this Tender Offer Memorandum?

You have received this Tender Offer Memorandum as you have been identified as a holder of one or both of the: (i) £110,000,000 7.875 per cent. cumulative irredeemable preference shares (ISIN: GB0003692513) (the **“7.875% Preference Shares”**); and (ii) £140,000,000 8.875 per cent. cumulative irredeemable preference shares (ISIN: GB0003692737) (the **“8.875% Preference Shares”** and together with the 8.875% Preference Shares, the **“Preference Shares”**) of General Accident plc (the **“Issuer”**).

The Preference Shares were originally issued by the Issuer in 1992 and 1993.

This Tender Offer Memorandum should be read together with (i) the circular to the Shareholders of the Issuer dated 11 March 2025 (the **“Shareholder Circular”**) in respect of a general meeting of the Issuer to consider and, if thought fit, pass (amongst other things) certain resolutions as further detailed in Question 7 (the **“General Meeting”**); and (b) the circular to the Preference Shareholders of the Issuer dated 11 March 2025 (the **“Advisory Vote Circular”**) in respect of an advisory meeting of the Preference Shareholders to consider and, if thought fit, pass the Advisory Vote Resolution (as defined in Question 6).

If you do not hold any Preference Shares and have received this document in error or if you cannot comply with the offer and distribution restrictions (set out herein under **“Offer and Distribution Restrictions”**), please destroy this document and contact the Retail Information Agent (using the contact details set out on page 16) to let them know.

The Issuer notes that eligible holders of Aviva’s preference shares are being invited to tender them for purchase under a separate tender offer memorandum that is being published today (the **“Aviva Tender Offer”**). In parallel, Aviva will convene an advisory vote meeting and a general meeting to seek approval for, amongst other things, the cancellation of its preference shares (the **“Aviva Preference Share Cancellation”**). The Aviva Tender Offer and Aviva Preference Share Cancellation are the subject of separate communications and materials which will be made available to the holders of Aviva’s ordinary shares and preference shares. To the extent you hold preference shares issued by Aviva, further information in connection with the Aviva Tender Offer and Aviva Preference Share Cancellation can be obtained from the Receiving Agent.

## 2. What is being proposed under the Tender Offer Memorandum, the Shareholder Circular and the Advisory Vote Circular?

The Issuer is launching a parallel cancellation and tender offer proposal in respect of the Preference Shares as of the date of this Tender Offer Memorandum (the **“Transaction”**).

The Issuer is seeking to cancel the Preference Shares in their entirety (the **“Cancellation”**) and in order to do so, it will need to secure the support of its Shareholders at the General Meeting. The Cancellation Resolution (as defined in Question 7) can be carried by the votes of Ordinary Shareholders alone and in order to address this, the Issuer only intends to proceed with the Cancellation if it has support from Preference Shareholders on a standalone basis. It intends to do so by convening an advisory meeting of the Preference Shareholders (the **“Advisory Vote Meeting”**) prior to the General Meeting to consider and, if thought fit, pass the Advisory Vote Resolution (as defined in Question 6). Both Aviva and Undershaft, as the Issuer’s Ordinary Shareholders, intend to vote in favour of the proposed Cancellation of the Preference Shares at the General Meeting if the Advisory Vote Resolution is passed by Preference Shareholders at the Advisory Vote Meeting.

Eligible holders of the Preference Shares are also being invited to tender any or all of their Preference Shares for purchase by Jefferies International Limited (the **“Offeror”**), acting as principal and not as agent, nominee or trustee of the Issuer, for purchase on the terms set out in this Tender Offer Memorandum (the **“Tender Offer”**). If the Cancellation fails to secure the necessary support from the Shareholders and provided that the Tender Offer Resolution (as defined in Question 7) has been passed at the General Meeting, the Issuer will proceed with the Tender Offer and the Offeror will look to purchase any Preference Shares that are validly submitted to the Offeror for tender, subject to the terms and conditions outlined in this Tender Offer Memorandum. Both Aviva and Undershaft, as the Issuer’s Ordinary Shareholders, intend to vote in favour of the Tender Offer Resolution to ensure that Preference Shares that are validly tendered will be purchased by the Offeror pursuant to the Tender Offer if the Cancellation is not implemented.

A summary of the possible outcomes provided for under the Transaction is set out in the following table, with references to the relevant questions in this section where you can find more detailed information in relation to each outcome.

POSSIBLE OUTCOME	CONDITIONS TO IMPLEMENTATION	OUTCOME	FURTHER INFORMATION
Cancellation	<ul style="list-style-type: none"> <li>• Preference Shareholders approve the Advisory Vote Resolution at the Advisory Vote Meeting;</li> <li>• Preference Shareholders and Ordinary Shareholders approve the Cancellation Resolution at the General Meeting;</li> <li>• Ordinary Shareholders approve the Special Dividend Resolution at the General Meeting;</li> <li>• Confirmation of the Cancellation by the Court; and</li> <li>• Registration of the Court order by the Registrar of Companies</li> </ul> <p><i>(for details on the resolutions see Questions 6 and 7)</i></p>	<ul style="list-style-type: none"> <li>• Preference Shareholders will receive amounts due from the Cancellation subject to the terms and conditions of the Shareholder Circular; and</li> <li>• The Tender Offer is cancelled</li> </ul> <p><i>(for details on the amounts received following a Cancellation see Question 8)</i></p>	<p>See section entitled: “<i>The General Meeting and Advisory Vote Meeting</i>”</p> <p>Questions 6 – 10</p>
Tender Offer	<ul style="list-style-type: none"> <li>• Any one or more of the conditions to implementing the Cancellation (as summarised above) are not met;</li> <li>• Ordinary Shareholders approve the Tender Offer Resolution at General Meeting (both Aviva and Undershaft as the Issuer’s Ordinary Shareholders intend to vote in favour of the Tender Offer Resolution); and</li> <li>• Valid tenders are received from Preference Shareholders under this Tender Offer Memorandum</li> </ul> <p><i>(for details on the resolutions see Questions 6 and 7)</i></p>	<ul style="list-style-type: none"> <li>• The Tender Offer will be implemented and tendering Preference Shareholders will receive the Tender Offer Consideration subject to the terms and conditions of this Tender Offer Memorandum</li> </ul> <p><i>(for details on the amounts received for Preference Shares accepted in the Tender Offer see Question 12)</i></p>	<p>See section entitled: “<i>The Tender Offer</i>”</p> <p>Questions 11 – 12</p>

### 3. Why is the Issuer putting forward these proposals?

The Issuer is launching the Transaction because the Preference Shares will, as of 1 January 2026, no longer satisfy the purpose for which they were originally issued.

The Preference Shares were issued in support of the requirement for financial firms to maintain a minimum level of capital reserves that were designed to absorb losses in times of financial stress while protecting policyholders and enabling the financial institution to continue as a viable business. Since the Preference Shares were issued in 1992 and 1993, the rules which stipulate the requirements for eligible capital issuance have changed and, as a result, the Preference Shares will cease to provide any regulatory capital benefit for the Group with effect from 1 January 2026.

The Transaction, if implemented, will improve the efficiency of the Group's balance sheet as well as simplify the Group's capital structure. The Transaction will therefore be value enhancing to the Group as a whole and to the Issuer's shareholders and the Aviva Shareholders.

For further details on the determination of amounts payable to the Preference Shareholders pursuant to the Cancellation or Tender Offer, please see Question 5.

**4. Why is there a Tender Offer proposal and a Cancellation proposal? Is it not possible to just undertake one proposal?**

For the reasons set out in Question 3, the Issuer's primary aim is to cancel all of the Preference Shares pursuant to the Cancellation. Whilst the Issuer can retire participating Preference Shares via the Tender Offer, in order to retire all outstanding Preference Shares, the Issuer is required under the Companies Act 2006, the Terms and the Articles of Association, to seek approval from its Shareholders at the General Meeting, to cancel the Preference Shares by way of a capital reduction.

However, if the Capital Reduction Resolutions (as defined in Question 7) do not pass for any reason (including as a result of the Advisory Vote Resolution (as defined in Question 6) not passing) but the Tender Offer Resolution (as defined in Question 7) does pass, the Issuer wishes to maintain flexibility to retire those Preference Shares from Preference Shareholders who are willing to participate in the Tender Offer and who have validly tendered their Preference Shares, provided that certain conditions described further in this Tender Offer Memorandum are met. The parallel structure provides the Issuer with flexibility to pursue the Cancellation while preserving optionality with the Tender Offer if the Cancellation cannot be implemented. The Tender Offer is conditional upon the Tender Offer Resolution being approved at the General Meeting (see Question 7). Both Aviva and Undershaft as the Issuer's Ordinary Shareholders intend to vote in favour of the Tender Offer Resolution to ensure that Preference Shares that are validly tendered will be purchased by the Offeror pursuant to the Tender Offer if the Cancellation is not implemented.

**5. What is the difference between the consideration I would receive under the Cancellation and Tender Offer? Why is there a different settlement date pursuant to a Cancellation and the Tender Offer?**

The Issuer has summarised the different components which would be payable to a Preference Shareholder in the event of implementation of the Cancellation or the Tender Offer:

OPTION	CONSIDERATION	VOTING FEE	FURTHER INFORMATION
<b>Cancellation</b>	£1.00749 for each 7.875% Preference Share or £1.00885 for each 8.875% Preference Share (the <b>"Cancellation Price"</b> ) <i>plus</i> the Special Dividend <i>plus</i> the Accrued Dividend Amount	A Voting Fee is also payable <u>but only if the Preference Shareholder has submitted either (i) a Tender Instruction (Option 1) or (ii) a Voting Only Instruction (Option 2)</u>	See Questions 7 – 8
<b>Tender Offer</b>	The Tender Offer Price for the applicable Preference Share <i>plus</i> the Accrued Dividend Amount	No Voting Fee is payable	See Questions 11 – 12

The Cancellation Price in respect of a given Preference Share has been calculated such that it will be the same as the Tender Offer Price for that Preference Share. As summarised above, the only differences in the amount of consideration paid to Preference Shareholders pursuant to the Tender Offer and the Cancellation are: (i) the Voting Fee (if applicable) if the Cancellation is implemented; and (ii) the amount determined to be payable as the Accrued Dividend Amount (with settlement taking place at a later date under the Cancellation than under the Tender Offer). It is important to note that, in the event of a Cancellation, if a Preference Shareholder does not submit a valid Tender Instruction (Option 1) or a Voting Only Instruction (Option 2), they will not be eligible to receive the Voting Fee.

With regards to the different settlement dates on a Tender Offer and a Cancellation, as detailed in the “*Expected Timetable*” section of this document, if a Cancellation is supported by the Shareholders, a number of steps need to be undertaken to give effect to the Cancellation including hearings held by the Court and a subsequent application for the De-listing and suspension of trading of the Preference Shares. These steps are not required in connection with the settlement of the Tender Offer. The Issuer has therefore determined that the consideration proposed under each of the Cancellation and Tender Offer should be paid as soon as reasonably practicable following completion of the relevant process which is why the Tender Offer Settlement Date is expected to occur before the Cancellation Settlement Date, save in circumstances where the Cancellation receives the support of Shareholders but is not subsequently implemented for any reason, in which case Preference Shares which have been validly tendered will still be accepted for purchase pursuant to the Tender Offer, with settlement occurring after the expected Cancellation Settlement Date. For the avoidance of doubt, if the Capital Reduction Resolutions and Tender Offer Resolution are passed, validly tendered GA Preference Shares will not be returned to preference shareholders, and preference shareholders will not be able to trade their validly tendered GA Preference Shares prior to the effective date of Cancellation.

## THE ADVISORY VOTE MEETING AND GENERAL MEETING

### 6. What is being proposed at the Advisory Vote Meeting for Preference Shareholders?

In parallel with the Tender Offer, the Issuer is convening an Advisory Vote Meeting for Preference Shareholders to vote on an advisory basis on the proposal to cancel the Preference Shares by way of a capital reduction (the “**Advisory Vote Resolution**”).

The Advisory Vote Meeting will take place before the General Meeting as the Issuer wants to ensure that the Cancellation receives the support of its Preference Shareholders, on a standalone basis, as a first order of business. Although there is no legal requirement to hold such an advisory vote, given that the Cancellation Resolution (as defined in Question 7) has to be voted on by the Issuer’s Ordinary and Preference Shareholders voting together (in accordance with (i) the Companies Act 2006, (ii) the Terms and (iii) the Articles of Association), the Issuer is proposing an Advisory Vote Meeting to enable the Preference Shareholders to consider and vote on the proposal first.

If the Advisory Vote Resolution is not passed at the Advisory Vote Meeting, then the Cancellation Resolution will be withdrawn at the General Meeting and the General Meeting will vote on the Tender Offer Resolution only.

If the Advisory Vote Resolution is passed at the Advisory Vote Meeting, the Issuer’s Ordinary Shareholders, Aviva and Undershaft, intend to vote in favour of both Capital Reduction Resolutions at the General Meeting.

If each of the Advisory Vote Resolution and the Capital Reduction Resolutions (as defined in Question 7) are passed and the Cancellation is implemented, this will allow the Issuer to cancel all of the Preference Shares and pay the Preference Shareholders a cash amount equal to the Cancellation Amount (as defined in Question 7). In addition, participating Preference Shareholders may be eligible to receive a Voting Fee as described further in Questions 5 and 8.

The Advisory Vote Circular contains further information regarding the Advisory Vote Meeting and the Advisory Vote Resolution.

### 7. What is being proposed at the General Meeting? What are the resolutions being proposed at the General Meeting and who votes on them?

In parallel with the Tender Offer, the Issuer is convening a General Meeting immediately after the Advisory Vote Meeting to vote on certain resolutions.

#### Capital Reduction Resolutions

It is proposed that the Shareholders approve the Cancellation of all of the Preference Shares in return for which the Preference Shareholders will receive the applicable Cancellation Amount. As the Terms stipulate that the Preference Shares can only be cancelled at par, in order for the Preference Shareholders to receive an amount under the Cancellation that is equal to the amount of the applicable Tender Offer Price, the Issuer proposes to pay a special dividend upon the cancellation of the Preference Shares.



The Issuer is asking:

- a) all of its Shareholders (that is, holders of its Ordinary Shares and holders of the Preference Shares, voting as one class) to consider and, if thought fit, pass a special resolution for the Cancellation of all of the Preference Shares by way of a capital reduction (the **“Cancellation Resolution”**); and
- b) its Ordinary Shareholders to consider and, if thought fit, to pass a special resolution to approve the payment of a Special Dividend to the Preference Shareholders, in an amount equal to the value of the applicable Tender Offer Price less the par value and premium paid on issue of the Preference Shares, and a Voting Fee to eligible Preference Shareholders, in connection with the Cancellation (the **“Special Dividend Resolution”** and, together with the Cancellation Resolution, the **“Capital Reduction Resolutions”**).

The Cancellation Resolution and the Special Dividend Resolution are both necessary (and therefore are inter-conditional upon each other) in order to give effect to the proposed Cancellation.

It is important to note that, as described in Question 6, the Cancellation Resolution will not be tabled at the General Meeting for approval if the Advisory Vote Resolution is not passed at the Advisory Vote Meeting. If the Advisory Vote Resolution is passed at the Advisory Vote Meeting, the Issuer's Ordinary Shareholders, Aviva and Undershaft, intend to vote in favour of both Capital Reduction Resolutions at the General Meeting.

### **Tender Offer Resolution**

Under the Companies Act 2006, a company is only authorised to make market purchases of its own shares if the purchase has first been authorised by a resolution of the company. The Issuer is therefore required to seek the approval of its Ordinary Shareholders and is proposing a special resolution authorising the Issuer to make market purchases of the Preference Shares at the applicable Tender Offer Price (the **“Tender Offer Resolution”**) so as to enable the Issuer to acquire any Preference Shares purchased by the Offeror pursuant to the Tender Offer as explained in further detail in Question 11. Although the Companies Act 2006 requires that the Tender Offer Resolution is proposed as an ordinary resolution, the Issuer is proposing this as a special resolution in line with guidelines published by the Investment Association and market practice. Information on the Tender Offer Price is detailed in Question 12.

Both Aviva and Undershaft as the Issuer's Ordinary Shareholders intend to vote in favour of the Tender Offer Resolution to ensure that Preference Shares that are validly tendered will be purchased by the Offeror pursuant to the Tender Offer if the Cancellation is not implemented.

The Tender Offer Resolution and the Capital Reduction Resolutions together are referred to as the **“General Meeting Resolutions”**.

For the avoidance of doubt, if the Capital Reduction Resolutions are passed and the Cancellation is implemented, the Issuer will not proceed with the Tender Offer and the Offeror will not purchase any tendered Preference Shares, and in no circumstances will a Preference Shareholder receive both the Tender Offer Consideration and the Cancellation Amount.

The Shareholder Circular contains further information regarding the General Meeting and the General Meeting Resolutions.

## **8. If the Advisory Vote Resolution is passed at the Advisory Vote Meeting and the Capital Reduction Resolutions are subsequently passed at the General Meeting and the Cancellation is implemented, what will I receive?**

If the Advisory Vote Resolution is passed at the Advisory Vote Meeting and the Capital Reduction Resolutions are subsequently passed at the General Meeting and the Cancellation is implemented, all Preference Shares (including all Preference Shares submitted in the Tender Offer and any Preference Shares not submitted to the Tender Offer or voted at the Advisory Vote Meeting) will be cancelled by the Issuer and the Preference Shareholders will receive the applicable Cancellation Amount on the Cancellation Settlement Date detailed in Question 5.

If the Cancellation is implemented, in addition to the Cancellation Amount, participating Preference Shareholders will be eligible to receive a Voting Fee as follows:

Any Preference Shareholder who either:

- a) validly tenders their Preference Shares for purchase pursuant to the Tender Offer by the Relevant Expiration Deadline (for more details see Question 19); or

- b) submits a Voting Only Instruction (Option 2) (for more details see Question 20) by the Proxy Deadline in accordance with the procedures set out in the Advisory Vote Circular (regardless of whether the votes are in favour or against),

will be eligible to receive the voting fee of £0.02 for each Preference Share (being 2 per cent. of the nominal value of each Preference Share) (the **“Voting Fee”**) validly tendered or in respect of which such Voting Only Instruction (Option 2) is submitted.

The aggregate of the Cancellation Price plus the Voting Fee (if applicable) represents a premium of: (i) 16.1%, to the Clean Closing Price (as defined in Question 13) of £1.18 per 7.875% Preference Share; and (ii) 12.8%, to the Clean Closing Price (as defined in Question 13) of £1.37 per 8.875% Preference Share.

However, any Preference Shareholder who attends the Advisory Vote Meeting or the General Meeting in person or via the Virtual Meeting Platform or makes other arrangements to be represented and vote at either the Advisory Vote Meeting or the General Meeting, other than by way of the relevant Tender Instructions (Option 1) or by appointing the Chair as its proxy to vote under a Voting Only Instruction (Option 2), will not be eligible to receive the Voting Fee, irrespective of whether such Preference Shareholder has previously delivered a Tender Instruction (Option 1) or a Voting Only Instruction (Option 2) or such other arrangements as are made by the Relevant Expiration Deadline or the Proxy Deadline.

The following table summarises what Preference Shareholders will receive if the Advisory Vote Resolution and the Capital Reduction Resolutions are passed at the Meetings and the Issuer decides to proceed with the Cancellation<sup>(1)</sup>:

Preference Share	Cancellation Amount	Voting Fee (if applicable)
7.875% Preference Share	<ul style="list-style-type: none"> <li>• £1.00749 per 7.875% Preference Share;</li> <li>• <i>plus</i> a Special Dividend of £0.34251 per 7.875% Preference Share (see page 6 and 54 of this document for further details);</li> <li>• <i>plus</i> the 7.875% Accrued Dividend Amount</li> </ul>	£0.02 per 7.875% Preference Share
8.875% Preference Share	<ul style="list-style-type: none"> <li>• £1.00885 per 8.875% Preference Share;</li> <li>• <i>plus</i> a Special Dividend of £0.51115 per 8.875% Preference Share (see page 6 and 54 of this document for further details);</li> <li>• <i>plus</i> the 8.875% Accrued Dividend Amount</li> </ul>	£0.02 per 8.875% Preference Share

1. In the event the Cancellation is implemented, the Voting Fee will be paid to eligible Preference Shareholders separately to the Cancellation Amount (which will be paid to all Preference Shareholders).

## 9. What happens if (i) the Advisory Vote Resolution is not passed and/or (ii) the Capital Reduction Resolutions are not passed, and the Cancellation is not implemented?

If the Advisory Vote Resolution is not passed and/or the Capital Reduction Resolutions are not passed, and the Cancellation is not implemented, it is the Issuer's intention to proceed with the Tender Offer and the Offeror intends to accept all valid tenders of Preference Shares pursuant to the Tender Offer and purchase such Preference Shares on the Tender Offer Settlement Date, provided that the Tender Offer Resolution is passed at the General Meeting. For the avoidance of doubt, no Voting Fee will be paid to any Preference Shareholders in this event.

Both Aviva and Undershaft as the Issuer's Ordinary Shareholders intend to vote in favour of the Tender Offer Resolution to ensure that Preference Shares that are validly tendered will be purchased by the Offeror pursuant to the Tender Offer if the Cancellation is not implemented.

Preference Shareholders who do not participate in the Tender Offer will not have their Preference Shares purchased by the Offeror pursuant to the Tender Offer.

As explained further in Question 11, any Preference Shares purchased by the Offeror pursuant to the Tender Offer will immediately be acquired by the Issuer pursuant to the Tender Offer Agreement entered into between the Issuer, the Offeror and Aviva, and will subsequently be cancelled by the Issuer as soon as reasonably practicable following the acquisition.

#### **10. What are the minimum thresholds for passing the Advisory Vote Resolution and the General Meeting Resolutions?**

There are two minimum thresholds for passing the Advisory Vote Resolution and the General Meeting Resolutions respectively relating to (i) the quorum required for the number of Shareholders present and entitled to vote at the Advisory Vote Meeting or the General Meeting and (ii) the required number of votes in favour of the Advisory Vote Resolution or the General Meeting Resolutions from those present and entitled to vote at the relevant meeting.

##### **Quorum requirement for the Advisory Vote Meeting**

The Issuer has determined that the quorum for the Advisory Vote Meeting to consider the Advisory Vote Resolution will be set at the same level required for the General Meeting, namely two or more Registered Holders present and entitled to vote at the Advisory Vote Meeting. For the purposes of the Advisory Vote Meeting only, each Preference Shareholder who appoints the Chair as proxy to attend the Meetings shall be counted for the purposes of the quorum.

##### **Minimum votes required for passing the Advisory Vote Resolution**

The Issuer has also determined that the minimum votes for the Advisory Vote Resolution will be set at the same threshold required for the General Meeting. On a poll, every Registered Holder who is present in person or via the Virtual Meeting Platform or by proxy at the Advisory Vote Meeting shall have one vote in respect of each Preference Share registered in the name of such Registered Holder.

A poll vote is where votes are calculated by reference to the number of shares and the voting rights attaching to those shares, rather than on a show of hands of those physically present at a meeting. This ensures that votes are counted proportionally to the number of shares and the voting rights attaching to those shares held by shareholders, rather than on who attends physically on the day. By way of example, if ten shareholders attend the meeting, nine of whom hold 25 shares each and one of whom holds 100 shares, on a poll vote nine of the shareholders will have 25 votes each and one shareholder will have 100 votes. By contrast, on a vote taken by a show of hands, each of the ten shareholders will have one vote each irrespective of their shareholding.

*Advisory Vote Resolution:* the Advisory Vote Resolution will pass if Preference Shareholders representing at least 75 per cent, of the votes cast on the resolution in person (including by corporate representative and/or via the Virtual Meeting Platform) or by proxy vote in favour.

##### **Quorum requirement for the General Meeting**

The quorum for the General Meeting is two or more Registered Holders or Ordinary Shareholders present and entitled to vote at the General Meeting. A duly authorised corporate representative of two or more corporations or a proxy duly appointed by two or more Registered Holders or Ordinary Shareholders is a quorum.

##### **Minimum votes required for passing the General Meeting Resolutions**

On a poll, every Ordinary Shareholder who is present in person or via the Virtual Meeting Platform or by proxy at the General Meeting shall have one vote in respect of each Ordinary Share registered in the name of such member.

On a poll, every Registered Holder who is present in person or via the Virtual Meeting Platform or by proxy at the General Meeting shall have one vote in respect of each Preference Share registered in the name of such Registered Holder.

*Cancellation Resolution:* the special resolution will pass if Shareholders (Ordinary Shareholders and Preference Shareholders) representing at least 75 per cent. of the votes cast on the resolution in person (including by corporate representative and/or via the Virtual Meeting Platform) or by proxy vote in favour. As noted above, the Cancellation

Resolution is conditional on Preference Shareholders voting in favour of the Advisory Vote Resolution. If the Preference Shareholders fail to vote in favour of the Advisory Vote Resolution, the Cancellation Resolution cannot be passed, and the Cancellation will not be implemented.

*Special Dividend Resolution:* the special resolution will pass if Ordinary Shareholders representing at least 75 per cent. of the votes cast on the resolution in person (including by corporate representative and/or via the Virtual Meeting Platform) or by proxy vote in favour. As noted above, the Special Dividend Resolution is conditional on Shareholders voting in favour of the Cancellation Resolution (and vice versa). If the Shareholders fail to vote in favour of the Cancellation Resolution, the Special Dividend Resolution cannot be passed and the Special Dividend will not be issued to Preference Shareholders. If the Advisory Vote Resolution is passed, the Issuer's Ordinary Shareholders, Aviva and Undershaft, intend to vote in favour of both Capital Reduction Resolutions.

*Tender Offer Resolution:* the special resolution will pass if Ordinary Shareholders representing at least 75 per cent. of the votes cast on the resolution in person (including by corporate representative and/or via the Virtual Meeting Platform) or by proxy vote in favour. Both Aviva and Undershaft intend to vote in favour of the Tender Offer Resolution to ensure that Preference Shares that are validly tendered will be purchased by the Offeror pursuant to the Tender Offer if the Cancellation is not implemented.

## THE TENDER OFFER

### 11. What is the Tender Offer?

The Tender Offer is a process by which eligible holders of the Preference Shares are invited to tender any or all of their Preference Shares for purchase by the Offeror for cash at the Tender Offer Consideration (see Question 12).

The Tender Offer is to be effected by the Offeror (acting as principal and not as agent, nominee or trustee of the Issuer) purchasing the Preference Shares which have been validly tendered. To facilitate the Tender Offer, the Issuer has also entered into a Tender Offer Agreement together with Aviva and the Offeror. The Tender Offer Agreement contains (a) a put option granted by the Issuer which, on exercise by the Offeror, requires the Issuer to purchase any Preference Shares acquired pursuant to the Tender Offer from the Offeror at the Tender Offer Price.; and (b) a call option granted by the Offeror which, on exercise by the Issuer, requires the Offeror to sell any Preference Shares which have been acquired pursuant to the Tender Offer to the Issuer at the Tender Offer Price.

Following the conclusion of the Tender Offer, any Preference Shares purchased by the Offeror pursuant to the Tender Offer will immediately be acquired by the Issuer pursuant to the Tender Offer Agreement, and will subsequently be cancelled by the Issuer as soon as reasonably practicable following the acquisition.

The Tender Offer is subject to the offer and distribution restrictions referred to in "*Offer and Distribution Restrictions*" in this document.

### 12. What price will I get for my Preference Shares if validly tendered and accepted pursuant to the Tender Offer?

If you validly tender your Preference Shares by the Relevant Expiration Deadline, the Tender Offer Resolution is passed at the General Meeting and the Offeror elects to purchase those Preference Shares pursuant to the Tender Offer, you will receive a cash amount equal to the amounts detailed as follows:

## 7.875% Preference Shares

	ISIN	Tender Offer Settlement Date <sup>1</sup>	7.875% Tender Offer Consideration <sup>2</sup>
Validly submitted Tender	GB0003692513	On or around 2 May 2025	The 7.875% Tender Offer Price (£1.35 per 7.875% Preference Share)
Instructions received prior to the Relevant Expiration Deadline			<i>plus</i> the 7.875% Accrued Dividend Amount

1. This assumes that the Capital Reduction Resolutions do not pass and the Tender Offer Resolution passes. If the Advisory Vote Resolution and Capital Reduction Resolutions are passed, but the Cancellation is not implemented for any reason, then, provided that the Tender Offer Resolution is passed, the Issuer will proceed with the repurchase of the Preference Shares pursuant to the Tender Offer and the Tender Offer Settlement Date will be later than 2 May 2025. For the avoidance of doubt, in the event the Tender Offer is implemented, while Certificated Holders may receive the Tender Offer Consideration later than CREST Participants (who are expected to receive the Tender Offer Consideration on the Tender Offer Settlement Date), the Accrued Dividend Amount will be calculated on the same basis for all Preference Shareholders who have validly tendered their shares, and will cease to accrue on the Tender Offer Settlement Date.
2. The 7.875% Tender Offer Price has been calculated to include a premium above the prevailing quoted mid-market price for the 7.875% Preference Shares on the London Stock Exchange (on a 'clean price' basis) (as set out in more detail in Question 13). The 7.875% Accrued Dividend Amount is an amount equal to arrears (if any) and accruals of the dividends payable in accordance with the 7.875% Preference Share Terms calculated from the last Dividend Payment Date preceding the settlement date for the Cancellation or the Tender Offer (whichever is applicable) up to and including the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable) in respect of the relevant 7.875% Preference Shares as further described herein. The 7.875% Accrued Dividend Amount will be equal to 0.7 per cent., or 0.7p for each 7.875% Preference Share if the Tender Offer Settlement Date were to fall on 2 May 2025 as set out in the indicative timetable in the section headed "*Expected Timetable*" of this document. This amount is indicative only and will change if the Tender Offer Settlement Date does not fall on 2 May 2025.

## 8.875% Preference Shares

	ISIN	Tender Offer Settlement Date <sup>1</sup>	8.875% Tender Offer Consideration <sup>2</sup>
Validly submitted Tender	GB0003692737	On or around 2 May 2025	The 8.875% Tender Offer Price (£1.52 per 8.875% Preference Share)
Instructions received prior to the Relevant Expiration Deadline			<i>plus</i> the 8.875% Accrued Dividend Amount

1. This assumes that the Capital Reduction Resolutions do not pass and the Tender Offer Resolution passes. If the Advisory Vote Resolution and Capital Reduction Resolutions are passed, but the Cancellation is not implemented for any reason, then, provided that the Tender Offer Resolution is passed, the Issuer will proceed with the repurchase of the Preference Shares pursuant to the Tender Offer and the Tender Offer Settlement Date will be later than 2 May 2025. For the avoidance of doubt, in the event the Tender Offer is implemented, while Certificated Holders may receive the Tender Offer Consideration later than CREST Participants (who are expected to receive the Tender Offer Consideration on the Tender Offer Settlement Date), the Accrued Dividend Amount will be calculated on the same basis for all Preference Shareholders who have validly tendered their shares, and will cease to accrue on the Tender Offer Settlement Date.

2. The 8.875% Tender Offer Price has been calculated to include a premium above the prevailing quoted mid-market price for the 8.875% Preference Shares on the London Stock Exchange (on a 'clean price' basis) (as set out in more detail in Question 13). The 8.875% Accrued Dividend Amount is an amount equal to arrears (if any) and accruals of the dividends payable in accordance with the 8.875% Preference Share Terms calculated from the last Dividend Payment Date preceding the settlement date for the Cancellation or the Tender Offer (whichever is applicable) up to and including the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable) in respect of the relevant 8.875% Preference Shares as further described herein. The 8.875% Accrued Dividend Amount will be equal to 3.0 per cent., or 3.0p for each 8.875% Preference Share if the Tender Offer Settlement Date were to fall on 2 May 2025 as set out in the indicative timetable in the section headed "*Expected Timetable*" of this document. This amount is indicative only and will change if the Tender Offer Settlement Date does not fall on 2 May 2025.

Neither the Issuer nor the Offeror is under any obligation to accept, and shall have no liability to any person for non-acceptance of, any tender of Preference Shares for purchase pursuant to the Tender Offer.

## PRICING DETERMINATION

### 13. How have the Tender Offer Price and Cancellation Price been determined?

The following tables set out the quoted mid-market prices for the Preference Shares on the London Stock Exchange as at close of business on 10 March 2025 (the "**Closing Price**") (the latest practicable date before finalisation of this document) and on the first dealing day of each of the prior six months, which include the relevant accrued dividend as at the respective dealing day and the price resulting from subtracting the relevant accrued dividend from the relevant London Stock Exchange mid-market price (i.e. the 'clean price'). References in this Tender Offer Memorandum to the "**Clean Closing Price**" are to the price resulting from subtracting the accrued dividend set out in the following tables in respect of the dealing date of 10 March 2025 from the Closing Price:

#### 7.875% Preference Shares

Dealing date	LSE mid-market price	Accrued dividend for settlement two Business Days after the respective dealing date	'Clean price' (the LSE mid-market price minus the accrued dividend)
10 March 2025	122% (£1.22 for each 7.875% Preference Share), being the Closing Price	3.5% (3.5p for each 7.875% Preference Share)	118% (£1.18 for each 7.875% Preference Share), being the Closing Price
3 February 2025	120% (£1.20 for each 7.875% Preference Share)	2.7% (2.7p for each 7.875% Preference Share)	117% (£1.17 for each 7.875% Preference Share)
2 January 2025	122% (£1.22 for each 7.875% Preference Share)	2.1% (2.1p for each 7.875% Preference Share)	120% (£1.20 for each 7.875% Preference Share)
2 December 2024	122% (£1.22 for each 7.875% Preference Share)	1.4% (1.4p for each 7.875% Preference Share)	121% (£1.21 for each 7.875% Preference Share)
1 November 2024	123% (£1.23 for each 7.875% Preference Share)	0.8% (0.8p for each 7.875% Preference Share)	122% (£1.22 for each 7.875% Preference Share)
1 October 2024	127% (£1.27 for each 7.875% Preference Share)	0.0% (0.0p for each 7.875% Preference Share)	127% (£1.27 for each 7.875% Preference Share)
2 September 2024	129% (£1.29 for each 7.875% Preference Share)	3.4% (3.4p for each 7.875% Preference Share)	125% (£1.25 for each 7.875% Preference Share)

Each of the Tender Offer Price and the Cancellation Price for the 7.875% Preference Share is £1.35 for each 7.875% Preference Share. This represents a premium of 14.4 per cent. to the Clean Closing Price (as defined above) or 17.0p per 7.875% Preference Share. The aggregate of the Cancellation Price plus the Voting Fee for the 7.875% Preference Share (if applicable) represents a premium of 16.1 per cent. to the Clean Closing Price or 19.0p per 7.875% Preference Share.

## 8.875% Preference Shares

Dealing date	LSE mid-market price	Accrued dividend for settlement two Business Days after the respective dealing date	'Clean price' (the LSE mid-market price minus the accrued dividend)
10 March 2025	138% (£1.38 for each 8.875% Preference Share), being the Closing Price	1.7% (1.7p for each 8.875% Preference Share)	137% (£1.37 for each 8.875% Preference Share), being the Closing Price
3 February 2025	132% (£1.32 for each 8.875% Preference Share)	0.9% (0.9p for each 8.875% Preference Share)	131% (£1.31 for each 8.875% Preference Share)
2 January 2025	135% (£1.35 for each 8.875% Preference Share)	0.1% (0.1p for each 8.875% Preference Share)	135% (£1.35 for each 8.875% Preference Share)
2 December 2024	138% (£1.38 for each 8.875% Preference Share)	3.8% (3.8p for each 8.875% Preference Share)	134% (£1.34 for each 8.875% Preference Share)
1 November 2024	141% (£1.41 for each 8.875% Preference Share)	3.1% (3.1p for each 8.875% Preference Share)	137% (£1.37 for each 8.875% Preference Share)
1 October 2024	142% (£1.42 for each 8.875% Preference Share)	2.3% (2.3p for each 8.875% Preference Share)	140% (£1.40 for each 8.875% Preference Share)
2 September 2024	141% (£1.41 for each 8.875% Preference Share)	1.6% (1.6p for each 8.875% Preference Share)	139% (£1.39 for each 8.875% Preference Share)

Each of the Tender Offer Price and the Cancellation Price for the 8.875% Preference Share is £1.52 for each 8.875% Preference Share. This represents a premium of 11.3 per cent. to the Clean Closing Price (as defined above) or 15.5p per 8.875% Preference Share. The aggregate of the Cancellation Price plus the Voting Fee for the 8.875% Preference Share (if applicable) represents a premium of 12.8 per cent. to the Clean Closing Price or 17.5p per 8.875% Preference Share.

Given limited trading volumes in the Preference Shares, this mid-market price may not be a reliable indicator of the price at which a Preference Shareholder would have been able to sell their Preference Shares in the market on such date, and should not be taken as an indication of the price at which a Preference Shareholder may be able to sell their Preference Shares in the market on any future date.

# TIMETABLE AND PARTICIPATION IN THE CANCELLATION AND/OR THE TENDER OFFER

## 14. What is the timetable for the Transaction?

The expected timetable for the Transaction is set out in the section headed “*Expected Timetable*” of this Tender Offer Memorandum. The key transaction dates are set out in the following table:

EVENTS	EXPECTED TIMES AND DATES
(All times are London time)	
<b>Launch of the Transaction</b>	11 March 2025
<b>Institutional Expiration Deadline</b> Final deadline for receipt by the Receiving Agent of Tender Instructions (Option 1) from Institutional Investors to be eligible to receive the Tender Offer Consideration, if such Preference Shares are accepted for purchase by the Offeror.	1.00pm on 18 March 2025
<b>Retail Expiration Deadline</b> Final deadline for receipt by the Receiving Agent of Tender Instructions (Option 1) from Retail Investors to be eligible to receive the Tender Offer Consideration, if such Preference Shares are accepted for purchase by the Offeror.	1.00pm on 8 April 2025
<b>Tender Offer Record Time</b> Record time to determine holdings for valid participation in the Tender Offer.	6.00pm on 8 April 2025
<b>Proxy Deadline</b> Final deadline for receipt by the Receiving Agent of a Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) from Preference Shareholders.	10.00am on 11 April 2025
<b>Advisory Vote Meeting</b> Date on which the Advisory Vote Meeting will take place to consider and, if thought fit, pass the Advisory Vote Resolution.	9.00am on 15 April 2025
<b>General Meeting</b> Date on which the General Meeting will take place to consider and, if thought fit, pass the Capital Reduction Resolutions (if the Advisory Vote Resolution is passed at the Advisory Vote Meeting) and the Tender Offer Resolution.	10.00am on 15 April 2025 (or 15 minutes after the Advisory Vote Meeting is concluded or adjourned, whichever is later)
<b>Directions hearing</b> If the Advisory Vote Resolution and Capital Reduction Resolutions are passed, this is the expected date of the Court hearing to provide directions on the Cancellation.	1 May 2025



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**Tender Offer Settlement Date<sup>1</sup>**

2 May 2025

If the Advisory Vote Resolution and Capital Reduction Resolutions are not passed but the Tender Offer Resolution is passed, this is the expected settlement date of the Tender Offer, including payment of the Tender Offer Consideration to the Preference Shareholders of such Preference Shares validly tendered and accepted pursuant to the Tender Offer by cheque or CREST credit.

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**Confirmation hearing**

5 June 2025

If the Advisory Vote Resolution and Capital Reduction Resolutions are passed, this is the expected date of the Court hearing to confirm the Cancellation.

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**Registration date of Court order and effective date of the Cancellation**

6 June 2025

If the Cancellation is implemented, this is the expected date of the Cancellation becoming effective.

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**Cancellation Settlement Date**

12 June 2025

If the Cancellation is implemented, this is the expected date of payments of the Cancellation Amount to all Preference Shareholders and of the Voting Fee to eligible Preference Shareholders in the manner set out herein.

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This timetable is indicative only and may change. The scheduling of directions and confirmation hearings are determined and set by the Court and the Issuer has booked the hearing dates based on the Court's availability. If the timetable changes, the Issuer will inform Preference Shareholders of the changes as soon as is reasonably practicable.

1. If the Advisory Vote Resolution and Capital Reduction Resolutions are passed, but the Cancellation is not implemented for any reason, then, provided that the Tender Offer Resolution is passed, the Issuer will proceed with the repurchase of the Preference Shares pursuant to the Tender Offer and the Tender Offer Settlement Date will be later than 2 May 2025. For the avoidance of doubt, in the event the Tender Offer is implemented, while Certificated Holders may receive the Tender Offer Consideration later than CREST Participants (who are expected to receive the Tender Offer Consideration on the Tender Offer Settlement Date), the Accrued Dividend Amount will be calculated on the same basis for all Preference Shareholders who have validly tendered their shares, and will cease to accrue on the Tender Offer Settlement Date.

**15. How will the Cancellation be achieved?**

The process and requirements for the Cancellation are primarily determined by the Companies Act 2006 and the Articles of Association. This involves, and is conditional on, the following steps taking place:

- a) the passing of the Advisory Vote Resolution by the Preference Shareholders – although not required by either the Companies Act 2006, the Terms of the Preference Shares or the Issuer's Articles of Association, Preference Shareholders are being asked to consider and vote on the Advisory Vote Resolution at the Advisory Vote Meeting. The Cancellation Resolution will only be put to a vote at the General Meeting if Preference Shareholders approve the Advisory Vote Resolution;
- b) the passing of the Cancellation Resolution (by both Ordinary and Preference Shareholders) and Special Dividend Resolution (by Ordinary Shareholders) as special resolutions – Shareholders are being asked to consider and vote on the Cancellation Resolution and Special Dividend Resolution at the General Meeting. If the Advisory Vote Resolution is passed by Preference Shareholders at the Advisory Vote Meeting, both Aviva and Undershaft intend to vote in favour of the Cancellation Resolution and the Special Dividend Resolution at the General Meeting;
- c) the making of an order by the Court confirming the Cancellation – if the Capital Reduction Resolutions are passed as special resolutions, the Issuer intends to take the necessary steps to effect the Cancellation as soon as reasonably practicable after the General Meeting; and

- d) the registration of the Court order confirming the Cancellation and a statement of capital with the Registrar of Companies – the Issuer intends to register the Court order and a statement of capital with the Registrar of Companies shortly after (and provided that) the Court order confirming the Cancellation is made.

Before giving its confirmation, the Court must be satisfied that the Issuer's creditors will not be adversely affected by the Cancellation. The Issuer's directors believe that the Cancellation will not adversely affect the Issuer's creditors and intend to take such steps to satisfy the Court in this regard as they consider appropriate.

The Court may include conditions intended to protect creditors in its order confirming the Cancellation. However, such conditions, if imposed, or some other event not currently foreseen by the Issuer's directors, could lead the Issuer's directors to conclude that the Cancellation would be inappropriate, inadvisable or no longer in the best interests of the Issuer, the Group, the Shareholders and other stakeholders taken as a whole. For these reasons, the Issuer's directors reserve the right to elect not to proceed with the Cancellation at their sole discretion.

#### **16. Am I a Retail Investor or an Institutional Investor?**

Any Preference Shareholder who is an individual or whose Preference Shares are held by an Intermediary will be a Retail Investor.

Any Preference Shareholder who is not sure whether they are a Retail Investor or an Institutional Investor may contact the Receiving Agent for further information (see the end of this Tender Offer Memorandum for the Receiving Agent's contact details).

Please see the section "*Certain Definitions*" on page 15 of this Tender Offer Memorandum for the meaning of the terms 'Retail Investor' and 'Institutional Investor'.

#### **17. Do I have to take any action in connection with the Transaction?**

You may elect to participate in the Tender Offer or vote in the Advisory Vote Meeting and the General Meeting, but you are not required to do so.

You have the option to:

- a) tender your Preference Shares for purchase (and automatically appoint the Chair as your proxy to vote in favour of the Advisory Vote Resolution and the Cancellation Resolution at the Meetings);
- b) attend and/or vote on the Advisory Vote Resolution and the Cancellation Resolution at the Meetings without tendering your Preference Shares for purchase; or
- c) take no action.

The options available to Preference Shareholders who wish to participate are set out in Questions 19 and 20.

If you hold both 7.875% Preference Shares and 8.875% Preference Shares, you will receive two Proxy Instruction Forms in respect of your 7.875% Preference Shares and 8.875% Preference Shares. If you wish to Tender your Preference Shares, you will be required to submit separate Tender Instructions (Option 1) in respect of the 7.875% Preference Shares and 8.875% Preference Shares that you hold. For the avoidance of doubt, there will not be separate resolutions at the Meetings in respect of 7.875% Preference Shares and 8.875% Preference Shares, and the voting outcomes will apply to both series equally.

#### **18. When and where is the Advisory Vote Meeting and the General Meeting?**

The Advisory Vote Meeting will be held at 9.00am on 15 April 2025 at Events @ No 6, 6 Alie Street, London, E1 8QT. Preference Shareholders will be given the opportunity to remotely attend, ask questions and vote at the Advisory Vote Meeting via a virtual meeting platform and telephone line provided on the Computershare platform (with the ability to attend and participate via the Virtual Meeting Platform). For more information please see Part IV (Notice of Advisory Vote Meeting) incorporated in the Advisory Vote Circular .

The General Meeting will be held at 10.00am on 15 April 2025 (or 15 minutes after the Advisory Vote Meeting is concluded or adjourned, whichever is later) at Events @ No 6, 6 Alie Street, London, E1 8QT. Shareholders will be given the opportunity to remotely attend, ask questions and vote at the General Meeting via a virtual meeting platform and telephone line provided on the Computershare platform (with the ability to attend and participate via the Virtual Meeting Platform). For more information please see Part IV (Notice of Advisory Vote Meeting) incorporated in the Advisory Vote Circular .

Any Preference Shareholder who attends the Advisory Vote Meeting or the General Meeting in person or via the Virtual Meeting Platform or makes other arrangements to be represented and vote at the Meetings (other than by way of the relevant Tender Instruction (Option 1) or Voting Only Instruction (Option 2)) will **not** be eligible to receive the Voting Fee, irrespective of whether such Preference Shareholder has already delivered a Tender Instruction (Option 1) or Voting Only Instruction (Option 2) or made such other arrangements by the applicable Expiration Deadline or Proxy Deadline.

## 19. How do I participate in the Tender Offer?

If you wish to participate in the Tender Offer, you should submit a Tender Instruction (Option 1) (or arrange to have a Tender Instruction (Option 1) submitted on your behalf). The steps you must take in that case differ depending on whether you hold your Preference Shares in CREST or in certificated form outside of CREST.

The Tender Instruction (Option 1) in respect of your tendered Preference Shares must be submitted and received by the Relevant Expiration Deadline in order to participate in the Tender Offer and (a) if the Advisory Vote Resolution and the Capital Reduction Resolutions are passed, and the Cancellation is implemented, be eligible to receive the Voting Fee (in addition to the relevant Cancellation Amount) on the Cancellation Settlement Date or (b) if the Advisory Vote Resolution and the Capital Reduction Resolutions are not passed and/or the Cancellation is not implemented but the Tender Offer Resolution is passed, receive the Tender Offer Consideration on the Tender Offer Settlement Date, if the Offeror accepts the validly tendered Preference Shares under the Tender Offer. Both Aviva and Undershaft intend to vote in favour of the Tender Offer Resolution to ensure that Preference Shares that are validly tendered will be purchased by the Offeror pursuant to the Tender Offer if the Cancellation is not implemented.

**Please note, the final deadline for receipt of Tender Instructions (Option 1) for Institutional Investors is the Institutional Expiration Deadline. This is 1.00pm (UK time) on 18 March 2025.**

**The final deadline for receipt of Tender Instructions (Option 1) for Retail Investors is the Retail Expiration Deadline. This is 1.00pm (UK time) on 8 April 2025.**

**Only CREST Participants or Certificated Holders may submit Tender Instructions (Option 1)** (see Question 24 if you are unsure how you hold your Preference Shares). Each Preference Shareholder that is not itself a CREST Participant or a Certificated Holder must arrange for the CREST Participant or Certificated Holder through which it holds its Preference Shares to submit a valid Tender Instruction (Option 1) on its behalf. If you hold your Preference Shares through a broker, bank, custodian or other Intermediary and you wish to participate in the Tender Offer, you are urged to contact that Intermediary as a matter of priority, to ascertain what that Intermediary needs to receive from you, and by when, in order to ensure that the Intermediary can arrange for the submission of instructions on your behalf by the above deadline.

**The deadlines for the submission of instructions to such CREST Participant, Certificated Holder or other Intermediary will be before the Relevant Expiration Deadline.**

Preference Shareholders who hold their Preference Shares in CREST can participate in the Tender Offer by arranging for the CREST Participant through which they hold their Preference Shares to submit a Tender Instruction (Option 1) (using a TTE Instruction) on their behalf via CREST, which must be done by the Relevant Expiration Deadline.

Preference Shareholders who hold their Preference Shares in certificated form can participate in the Tender Offer by delivering, or arrange to have delivered on its behalf, to the Receiving Agent by post (for receipt by the Receiving Agent by no later than the Relevant Expiration Deadline) (i) a valid, completed, signed and witnessed **Proxy Instruction Form, selecting 'Option 1' - Tender Instruction (Option 1)** and (ii) the certificate or certificates for the relevant Preference Shares (or, if the Certificated Holder cannot locate such certificate(s), a duly completed and signed Letter of Indemnity in the form obtainable from the Receiving Agent upon request).

For full details of how to participate in the Tender Offer and the documents required in addition to the Tender Instructions (Option 1), please see the section of this document headed *"Procedures for Participating in the Tender Offer and the Meetings"*.

The submission by or on behalf of a Preference Shareholder of a Tender Instruction (Option 1) pursuant to the Tender Offer will also constitute such Preference Shareholder's instructions to appoint the Chair as such Preference Shareholder's proxy to attend the Advisory Vote Meeting and the General Meeting and vote in respect of such tendered Preference Shares in favour of the Advisory Vote Resolution **and** the Cancellation Resolution. **No other action in connection with the Meetings is required, or should be taken, by Preference Shareholders in respect of any Preference Shares they tender in the Tender Offer.**

Any Preference Shareholders who do not wish to tender their Preference Shares do not need to take any further action in respect of the Tender Offer (see Question 17). However, if they wish to attend and/or vote at the Advisory Vote Meeting and/or the General Meeting in respect of some (or all of) their Preference Shares not so tendered, they may instead select Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3), as summarised in Questions 21 and 22.

## **20. How do I participate at (1) the Advisory Vote Meeting and (2) the General Meeting?**

If you wish to participate at the Advisory Vote Meeting and the General Meeting, you can do so by submitting a Tender Instruction (Option 1) pursuant to the Tender Offer. In addition to tendering your Preference Shares, this will constitute your instruction to appoint the Chair as your proxy to attend both the Advisory Vote Meeting and the General Meeting to vote in respect of your tendered Preference Shares in favour of (i) the Advisory Vote Resolution, at the Advisory Vote Meeting and (ii) the Cancellation Resolution, at the General Meeting. No other action in connection with the Advisory Vote Meeting or General Meeting is required by Preference Shareholders in respect of any Preference Shares they tender in the Tender Offer before the Relevant Expiration Deadline. See Question 17.

Alternatively, if you do not wish to tender any of your Preference Shares in the Tender Offer but wish to participate at the Advisory Vote Meeting and the General Meeting, you may instead (in respect of those Preference Shares not tendered in the Tender Offer) submit, or arrange the submission on your behalf of a Proxy Instruction Form, selecting Voting Only Instruction (Option 2) to be eligible for the Voting Fee (if the Cancellation is implemented) or otherwise Voting Only Instruction (Option 3), in each case, to be received by the Receiving Agent by the Proxy Deadline.

Further information about the General Meeting can be found in the Shareholder Circular.

**The final deadline for receipt of Voting Only Instructions (Option 2) or Voting Only Instructions (Option 3) is the Proxy Deadline. This is 10.00am (UK time) on 11 April 2025.**

All Certificated Holders will receive a Proxy Instruction Form. The Proxy Instruction Form available to Certificated Holders is different from the Proxy Instruction Form available to CREST Participants. CREST Participants can also make a Voting Only Instruction through the CREST system without returning a Proxy Instruction Form. See Question 21 for more information on the Proxy Instruction Forms.

**Only Certificated Holders and CREST Participants may submit Proxy Instruction Forms** (see Question 24 if you are unsure how you hold your Preference Shares). Any Preference Shareholder who is not themselves a Certificated Holder or a CREST Participant should contact the Certificated Holder or CREST Participant (or other Intermediary) through which they holds their Preference Shares as a matter of urgency, if they wish to arrange for a Proxy Instruction Form (Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3)) to be submitted on their behalf.

The relevant Proxy Instruction Form must be returned by post to the Receiving Agent, to be received by the Receiving Agent by no later than the Proxy Deadline.

Proxy Instruction Forms submitted by post should be delivered to the Receiving Agent at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6AH using the pre-paid envelope provided by the Receiving Agent for such purpose.

**The deadlines for the submission of instructions to such Certificated Holder, CREST Participant or other Intermediary will be before the Proxy Deadline.**

Preference Shareholders may not submit both a Tender Instruction (Option 1) and a Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) in respect of the same Preference Share. See the section of this document headed “*Terms and Conditions of the Tender Offer - Multiple or conflicting instructions*” for more information.

The completion and return or submission of a Proxy Instruction Form will not preclude you from attending the Meetings and voting in person or via the Virtual Meeting Platform should you subsequently wish to do so. For more information on attending the General Meeting and the Advisory Vote Meeting via the Virtual Meeting Platform, please see the section entitled “*Virtual Meeting Guide*” in each of the Shareholder Circular and the Advisory Vote Circular.

For full details of how to participate at the Advisory Vote Meeting and the General Meeting, please see the section of this document headed “*Procedures for Participating in the Tender Offer and the Meetings*”, the Shareholder Circular and the Advisory Vote Circular.

## 21. What are the options in the Proxy Instruction Forms?

The Proxy Instruction Form available to Certificated Holders is different from the Proxy Instruction Form available to CREST Participants.

### Proxy Instruction Form for Preference Shares held in certificated form (outside CREST)

The Proxy Instruction Form available to Certificated Holders (who are eligible holders not subject to any offer and distribution restrictions) will allow such Certificated Holders to select from three options for participating in the Tender Offer and/or the Advisory Vote Meeting and General Meeting. These options are as follows:

- **‘Option 1’ - Tender Instruction (Option 1) - tender Preference Shares and vote in favour of the Advisory Vote Resolution and the Cancellation Resolution:** tender such Preference Shareholder’s Preference Shares and automatically appoint the Chair as proxy to vote on the Advisory Vote Resolution and the Cancellation Resolution.
- **‘Option 2’ - Voting Only Instruction (Option 2) - appoint Chair as proxy:** appoint the Chair as proxy to attend the Advisory Vote Meeting and General Meeting and vote on the Advisory Vote Resolution and the Cancellation Resolution in accordance with such Preference Shareholders’ instructions, but without tendering their Preference Shares.
- **‘Option 3’ - Voting Only Instruction (Option 3) - appoint a different proxy or appoint Chair as proxy to attend only:** appoint a proxy other than the Chair to attend the Advisory Vote Meeting and General Meeting and/or vote on the Advisory Vote Resolution and the Cancellation Resolution, or appoint the Chair as proxy to attend the Advisory Vote Meeting and General Meeting but withhold its vote, but, in each case, without tendering their Preference Shares. A vote withheld is not a vote in law and will not be counted in the calculation of the proportion of votes for and against a resolution.

### Proxy Instruction Form for Preference Shares held in CREST

The Proxy Instruction Form available to CREST Participants through the CREST system will allow such CREST Participants, on behalf of the beneficial owners of the relevant Preference Shares, to select from two options for participating in the Meetings. These options are as follows:

- **‘Option 2’ - Voting Only Instruction (Option 2) - appoint Chair as proxy:** appoint the Chair as proxy to attend the Advisory Vote Meeting and General Meeting and vote on the Advisory Vote Resolution and the Cancellation Resolution in accordance with such Preference Shareholders’ instructions, but without tendering their Preference Shares.
- **‘Option 3’ - Voting Only Instruction (Option 3) - appoint a different proxy or appoint Chair as proxy to attend only:** appoint a proxy other than the Chair to attend the Advisory Vote Meeting and General Meeting and/or vote on the vote on the Advisory Vote Resolution and the Cancellation Resolution, or appoint the Chair as proxy to attend the Advisory Vote Meeting and General Meeting but withhold its vote, but, in each case, without tendering their Preference Shares. A vote withheld is not a vote in law and will not be counted in the calculation of the proportion of votes for and against a resolution.

CREST Participants cannot specify ‘Option 1’ in their Proxy Instruction Form, since Preference Shares held in CREST can only be tendered in the Tender Offer by way of a TTE Instruction settled in CREST.

CREST Participants can also make a Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) through the CREST system without returning a Proxy Instruction Form.

## 22. Can I select more than one option in respect of my Preference Shares?

You can only select one option for each Preference Share held, but if you hold more than one Preference Share you may choose different options for your Preference Shares.

If you hold both 7.875% Preference Shares and 8.875% Preference Shares, you will receive two Proxy Instruction Forms in respect of your 7.875% Preference Shares and 8.875% Preference Shares. If you wish to Tender your Preference Shares, you will be required to submit separate Tender Instructions (Option 1) in respect of the 7.875% Preference Shares and 8.875% Preference Shares that you hold. For the avoidance of doubt, there will not be separate resolutions at the Meetings in respect of 7.875% Preference Shares and 8.875% Preference Shares, and the voting outcomes will apply to both series equally.

Preference Shareholders may not submit both (i) a Tender Instruction (Option 1) (i.e. in the case of Preference Shares held in certificated form, a Proxy Instruction Form selecting 'Option 1' or in the case of Preference Shares held in CREST, a TTE Instruction) and (ii) a Proxy Instruction Form selecting Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) in respect of the same Preference Share.

### **23. In what circumstances will I receive the Voting Fee?**

If the Advisory Vote Resolution and the Capital Reduction Resolutions are passed and the Cancellation is implemented, Preference Shareholders who:

- a) validly tendered their Preference Shares for purchase pursuant to the Tender Offer (Option 1) by the Relevant Expiration Deadline; or
- b) submitted a Voting Only Instruction (Option 2) by the Proxy Deadline (regardless of whether the votes are in favour or against),

will receive the Voting Fee on the Cancellation Settlement Date.

However, a Preference Shareholder who participates in the Advisory Vote Meeting or the General Meeting by any other means including by: (i) attending in person or via the Virtual Meeting Platform; or (ii) making other arrangements to be represented or vote at the Advisory Vote Meeting and/or the General Meeting shall not be entitled to the Voting Fee irrespective of whether they vote in favour of the Advisory Vote Resolution and Cancellation Resolution.

For the avoidance of doubt, no Voting Fee will be paid to: (i) the Issuer's Ordinary Shareholders, Aviva and Undershaft; and (ii) any Preference Shareholder where the Issuer does not proceed with the Cancellation.

If a Preference Shareholder submits a Tender Instruction (Option 1) or Voting Only Instruction (Option 2) in respect of some or all of its Preference Shares and subsequently ceases to hold such Preference Shares, the Voting Fee (if applicable) shall be payable to the holder of such Preference Shares at the Voting Record Time and submitted such Tender Instruction (Option 1) or Voting Only Instruction (Option 2) and not the holder of such Preference Shares as at the Cancellation Settlement Date.

### **24. How do I know if I am holding my Preference Shares in certificated form or in CREST?**

If you are not a Certificated Holder (i.e. a holder recorded in the Preference Share Register) or a CREST Participant, then your Preference Shares are being held on your behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary (each an **"Intermediary"**). You should contact such Intermediary urgently to understand how your Preference Shares are held. Such Intermediary will require instructions from Preference Shareholders prior to the deadlines contained in this Tender Offer Memorandum in order for such Preference Shareholder to tender its Preference Shares or for such Preference Shareholder to participate in the Advisory Vote Meeting and the General Meeting. Preference Shareholders should check with their Intermediary to understand what deadline may be imposed by such Intermediary in order for a Preference Shareholder to provide its instructions. The deadline for the submission of instructions to such Intermediary will be before the deadlines set out in this Tender Offer Memorandum, the Advisory Vote Circular and the Shareholder Circular.

If you are a Retail Investor and you are unsure on how you hold your Preference Shares, you may contact the Receiving Agent for further information.

### **25. I've lost my Preference Share certificate(s). Can I still participate in the Tender Offer or vote at the Advisory Vote Meeting and the General Meeting?**

If you hold your Preference Shares in certificated form and have lost your Preference Share certificate(s), you may still participate in the Tender Offer or vote at the Advisory Vote Meeting and General Meeting. In that case, if you wish to participate in the Tender Offer you should contact the Receiving Agent (whose contact details are set out at the end of this Tender Offer Memorandum) as a matter of urgency to obtain a Letter of Indemnity, which must be duly completed and signed and returned together with your Tender Instruction (Option 1).

A Letter of Indemnity is not required if you only wish to vote at either the Advisory Vote Meeting or the General Meeting (without tendering your Preference Shares) by returning a Voting Only Instruction to the Receiving Agent.

Preference Shareholders who hold their Preference Shares in CREST do not need to send any certificates (or Letters of Indemnity) to the Receiving Agent in order to participate in the Tender Offer or to vote at the Advisory Vote Meeting or the General Meeting.

**26. Is the Offeror or Issuer obliged to purchase tendered Preference Shares?**

Neither the Offeror nor the Issuer is under any obligation to accept for purchase any Preference Shares tendered pursuant to the Tender Offer. Tenders of Preference Shares may be rejected in the sole and absolute discretion of the Offeror for any reason. Preference Shareholders should read carefully and consider the section headed “*Risk Factors and Other Considerations relating to the Tender Offer and the Cancellation*” in the Tender Offer Memorandum for further details.

**27. What if I am the personal representative(s) of a previous Preference Shareholder who is now deceased?**

If you are the personal representative(s) of a previous Preference Shareholder who is now deceased and some of the Preference Shares are within the estate of the deceased, we wish to notify you of the existence of the Tender Offer by the Offeror to purchase the Preference Shares and the Meetings convened by the Issuer. If you have not already notified the Receiving Agent of the passing of the deceased, if you would like to participate in the Tender Offer and/or the Meetings, or if you would like us to update the details they hold, please contact the Receiving Agent by telephone.

If, as personal representative(s) of the previous Preference Shareholder, you would like to participate in the Tender Offer and/or vote at the Advisory Vote Meeting and the General Meeting but are unable to do so in the timeframes described in this Tender Offer Memorandum, the Advisory Vote Circular and the Shareholder Circular, we would still invite you to contact the Receiving Agent to discuss your options and the process for updating the Preference Share Register with the appropriate name and contact details.

**28. If I participate in the Tender Offer and tender my Preference Shares, will I be charged brokerage fees?**

No brokerage costs will be levied by the Issuer, the Offeror, the Dealer Managers, the Receiving Agent or the Retail Information Agent if you participate in the Tender Offer. Preference Shareholders should check whether their brokers, custodians or other Intermediaries will apply fees.

**29. Will I continue to receive dividend payments if I participate in the Tender Offer or if the Cancellation is implemented?**

If you participate in the Tender Offer and your Preference Shares are purchased by the Offeror or if the Advisory Vote Resolution and the Capital Reduction Resolutions are passed and the Cancellation is implemented, you will not be eligible for any dividends or payment of any other amount in respect of your Preference Shares following the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable). For the avoidance of doubt, no dividend or payment will be made to Preference Shareholders prior to the Cancellation Settlement Date or the Tender Offer Settlement Date. Preference Shareholders who:

- a) receive the Tender Offer Consideration for their tendered Preference Shares that are accepted in the Tender Offer, will not be eligible for any dividends or payment of any other amount in respect of those Preference Shares following the Tender Offer Settlement Date; and
- b) receive the Cancellation Amount in connection with the Cancellation, will not be eligible for any dividends or payment of any other amount in respect of your Preference Shares following the Cancellation Settlement Date in respect of the Cancellation.

Please note that the Tender Offer Consideration and the Cancellation Amount include the Accrued Dividend Amount, which will accrue up to and including the Cancellation Settlement Date or the Tender Offer Settlement Date (whichever is applicable), as further described in Questions 5 and 12.

**30. What if I no longer hold Preference Shares?**

If you no longer hold the Preference Shares you will be unable to participate in the Tender Offer, but you may still need to take steps if you have a right to claim unclaimed dividends. In accordance with the Issuer’s Articles of Association and the Terms, dividends remaining unclaimed after a period of 12 years after becoming due for payment shall be forfeited and shall revert to the Issuer.

If you are unsure whether you have a right to claim unclaimed dividends, you may contact the Receiving Agent for further information.

**31. May the Issuer, the Offeror or others make purchases of the Preference Shares other than pursuant to the Tender Offer?**

Whether or not the purchase of any Preference Shares pursuant to the Tender Offer is completed, the Issuer, the Offeror and/or any of their respective Affiliates may, to the extent permitted by applicable law, from time to time both during and after the Tender Offer, acquire Preference Shares other than pursuant to the Tender Offer, including through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise. Such purchases may be on such terms and at such prices as the Issuer, the Offeror and/or the relevant Affiliate may determine, which may be more or less than the prices to be paid pursuant to the Tender Offer and could be for cash or other consideration or otherwise on terms more or less favourable than those contemplated by the Tender Offer. However, as at the date hereof, the Issuer has not formed any intention or made any decision, in respect of any such purchases in relation to the Preference Shares.

**32. Where can I obtain further information on the Transaction?**

For details of whom you can contact to obtain further information on the Transaction, please see the section headed *"Further Information"* of this document.

## **TAXATION**

**33. What are the tax implications for me if I participate in the Tender Offer?**

A guide to certain UK tax consequences of the Tender Offer for Preference Shareholders under current UK law and HM Revenue & Customs ("**HMRC**") practice is set out at pages 57 to 59 of this Tender Offer Memorandum. This information is for guidance only and does not constitute tax advice.

Preference Shareholders who are subject to tax in a jurisdiction other than the UK, or who are in any doubt as to the potential tax consequences of participating in the Tender Offer are urged to consult their own professional advisers regarding any possible tax consequences under the laws of the jurisdictions that apply to them.

Preference Shareholders should also bear in mind that they are liable for their own taxes in connection with the Tender Offer and subsequent receipt of the Tender Offer Consideration, if applicable, and that the tax consequences of receiving this amount may be different to receipt of the Cancellation Amount and Voting Fee, if applicable.

**34. What are the tax implications for me if the Advisory Vote Resolution and Capital Reduction Resolutions are passed, and the Cancellation is implemented?**

A guide to certain UK tax consequences of the implementation of the Cancellation under current UK law and HMRC practice is set out at pages 57 to 59 of this Tender Offer Memorandum. This information is for guidance only and does not constitute tax advice.

Preference Shareholders who are subject to tax in a jurisdiction other than the UK, or who are in any doubt as to the potential tax consequences of the implementation of the Cancellation and subsequent receipt of the Cancellation Amount and Voting Fee, if applicable, are urged to consult their own professional advisers regarding any possible tax consequences under the laws of the jurisdictions that apply to them.

Preference Shareholders should also bear in mind that they are liable for their own taxes in connection with the Cancellation and subsequent receipt of the Cancellation Amount and Voting Fee, if applicable, and that the tax consequences of receiving these amounts may be different to receipt of the Tender Offer Consideration.



# EXPECTED TIMETABLE

*The Issuer currently expects the Tender Offer, the Advisory Vote Meeting, the General Meeting and, if the Advisory Vote Resolution and Capital Reduction Resolutions are passed, the Cancellation to proceed on the following timetable. However, the times and dates in the table are indicative only, and subject to change. The Issuer will announce any changes to the timetable as soon as is reasonably practicable.*

## EVENTS

## EXPECTED TIMES AND DATES

(All times are London time)

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### Commencement of the Tender Offer, Notice of the Advisory Vote Meeting and Notice of the General Meeting

11 March 2025

Announcement of the Tender Offer, the Advisory Vote Meeting and the General Meeting by way of announcements via RNS and on the relevant Notifying News Service and made available to Preference Shareholders on <https://clients.dfkingltd.com/Aviva> (subject to the offer and distribution restrictions set out in “Offer and Distribution Restrictions”).

Tender Offer Memorandum made available to eligible Preference Shareholders on <https://clients.dfkingltd.com/Aviva> (subject to the offer and distribution restrictions set out in “Offer and Distribution Restrictions”).

Shareholder Circular (including the Notice of General Meeting) and Proxy Instruction Form to be despatched to Shareholders. The Shareholder Circular will also be made available to Shareholders on <https://clients.dfkingltd.com/Aviva>.

Advisory Vote Circular (including the Notice of Advisory Vote Meeting) will also be made available to Preference Shareholders on <https://clients.dfkingltd.com/Aviva>.

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### Institutional Expiration Deadline

1.00pm on 18 March 2025

Final deadline for receipt by the Receiving Agent of Tender Instructions (Option 1) from Institutional Investors to be eligible to receive the Tender Offer Consideration, if such Preference Shares are accepted for purchase by the Offeror.

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### Interim Institutional Investors Tender Participation Announcement

19 March 2025

Announcement of the percentage of Preference Shares validly tendered by Institutional Investors prior to the Institutional Expiration Deadline.

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### Retail Expiration Deadline

1.00pm on 8 April 2025

Final deadline for receipt by the Receiving Agent of Tender Instructions (Option 1) from Retail Investors to be eligible to receive the Tender Offer Consideration, if such Preference Shares are accepted for purchase by the Offeror.

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### Tender Offer Record Time

6.00pm on 8 April 2025

Record time to determine holdings for valid participation in the Tender Offer.

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**Tender Participation Announcement**

9 April 2025

Announcement of the total percentage of Preference Shares validly tendered pursuant to the Tender Offer.

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**Proxy Deadline**

10.00am on 11 April 2025

Final deadline for receipt by the Receiving Agent of a Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) from Preference Shareholders.

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**Voting Record Time**

6.00pm on 11 April 2025

Record time to determine holdings for valid participation at the Advisory Vote Meeting and the General Meeting

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**Advisory Vote Meeting**

9.00am on 15 April 2025

Date on which the Advisory Vote Meeting will take place to consider and, if thought fit, pass the Advisory Vote Resolution.

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**General Meeting**

10.00am on 15 April 2025 (or 15 minutes after the Advisory Vote Meeting is concluded or adjourned, whichever is later)

Date on which the General Meeting will take place to consider and, if thought fit, pass the Capital Reduction Resolutions (if the Advisory Vote Resolution is passed at the Advisory Vote Meeting) and the Tender Offer Resolution.

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Announcement of:

15 April 2025

- a) whether the Advisory Vote Resolution was passed at the Advisory Vote Meeting and whether the Capital Reduction Resolutions and the Tender Offer Resolution were passed at the General Meeting and:
    - i. if passed, whether the Cancellation will be implemented, subject to confirmation by the Court, and (if so) confirmation of the Cancellation Date and the Cancellation Settlement Date;
    - ii. if only the Tender Offer Resolution was passed, the results of the Tender Offer, including announcement of (a) the percentage of Preference Shares validly tendered prior to the Relevant Expiration Deadline; and (b) whether the Offeror accepts for purchase any validly tendered Preference Shares and, if so, the number of Preference Shares so accepted for purchase pursuant to the Tender Offer, and confirmation of the Tender Offer Settlement Date; and
  - b) the total amount (if the Cancellation is implemented, being the Cancellation Amount plus (for those eligible Preference Shareholders) the Voting Fee, or if the Tender Offer is implemented, the Tender Offer Consideration) payable in respect of each Preference Share to be cancelled by the Issuer pursuant to the Cancellation on the Cancellation Settlement Date or if the Tender Offer is implemented, purchased by the Offeror pursuant to the Tender Offer and paid to Preference Shareholders on the Tender Offer Settlement Date and a breakdown thereof.
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**Directions hearing**

1 May 2025

If the Advisory Vote Resolution and Capital Reduction Resolutions are passed, this is the expected date of the Court hearing to provide directions on the Cancellation.

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<b>Tender Offer Settlement Date</b>	2 May 2025
If the Advisory Vote Resolution and Capital Reduction Resolutions are not passed but the Tender Offer Resolution is passed, this is the expected settlement date of the Tender Offer, including payment of the Tender Offer Consideration to the Preference Shareholders of such Preference Shares validly tendered and accepted pursuant to the Tender Offer by cheque or CREST credit. <sup>1</sup>	
<b>Confirmation hearing</b>	5 June 2025
If the Advisory Vote Resolution and Capital Reduction Resolutions are passed, this is the expected date of the Court hearing to confirm the Cancellation.	
<b>Last day of dealings in, and registration of transfer of, and disablement in CREST of, the Preference Shares, if applicable</b>	5 June 2025
If the Advisory Vote Resolution and Capital Reduction Resolutions are passed and the Cancellation implemented, this will be the last date on which the Preference Shares will be traded on the Main Market of London Stock Exchange.	
<b>Record date for entitlement to Special Dividend</b>	6.00pm on 5 June 2025
If the Cancellation is implemented, this is the expected record date for determining a Preference Shareholder's entitlement to the Special Dividend.	
<b>Suspension of listing, if applicable</b>	7.30am on 6 June 2025
The expected time on which the Preference Shares will be suspended from trading on the Main Market of London Stock Exchange if the Advisory Vote Resolution and Capital Reduction Resolutions are passed and the Cancellation is implemented.	
<b>Registration date of Court order and effective date of the Cancellation</b>	6 June 2025
If the Cancellation is implemented, this is the expected date of the Cancellation becoming effective.	
<b>De-listing of the Preference Shares, if applicable</b>	9 June 2025
If the Cancellation is implemented, the Issuer intends to apply to the FCA and London Stock Exchange respectively for the listing of the Preference Shares on the Official List to be cancelled and for the Preference Shares to cease to be admitted to trading on the Main Market of the London Stock Exchange.	
<b>Cancellation Settlement Date</b>	12 June 2025
If the Cancellation is implemented, this is the expected date of payments of the Cancellation Amount to all Preference Shareholders and of the Voting Fee to eligible Preference Shareholders in the manner set out herein.	

1. If the Advisory Vote Resolution and Capital Reduction Resolutions are passed, but the Cancellation is not implemented for any reason, then, provided that the Tender Offer Resolution is passed, the Issuer will proceed with the repurchase of the Preference Shares pursuant to the Tender Offer and the Tender Offer Settlement Date will be later than 2 May 2025. For the avoidance of doubt, in the event the Tender Offer is implemented, while Certificated Holders may receive the Tender Offer Consideration later than CREST Participants (who are expected to receive the Tender Offer Consideration on the Tender Offer Settlement Date), the Accrued Dividend Amount will be calculated on the same basis for all Preference Shareholders who have validly tendered their shares, and will cease to accrue on the Tender Offer Settlement Date.

The above times and dates are indicative only, and subject to the right of the Issuer to: (i) amend, extend, re-open, withdraw and/or terminate the Tender Offer (with the Offeror's prior consent (as applicable)); and (ii) withdraw the Capital Reduction Resolutions or Tender Offer Resolution where certain conditions described above have or have not been met (subject to applicable law and as provided in this Tender Offer Memorandum). Accordingly, the actual timetable may differ significantly from the timetable above. The Issuer will extend the settlement date for the Tender Offer following the General Meeting if both the Capital Reduction Resolutions and the Tender Offer Resolution are passed so as to ensure that, if the Cancellation is not implemented for any reason, the Tender Offer can still proceed and those Preference Shares which have been validly tendered can be purchased under the Tender Offer as soon as practicably possible.

Preference Shareholders are advised to check with any bank, custodian, securities broker or other Intermediary through which they hold their Preference Shares when such Intermediary would need to receive instructions from a Preference Shareholder in order for that Preference Shareholder to be able to participate in, or (in the limited circumstances in which revocation is permitted) revoke their instruction to participate in, the Tender Offer before the relevant deadline specified in this Tender Offer Memorandum. The deadline set by any such Intermediary will be earlier than the relevant deadline specified above.

Preference Shareholders are also advised to ensure that, where any documents are posted to the Receiving Agent, they allow sufficient time to ensure receipt of such documents by the Receiving Agent by the relevant deadline.

# RISK FACTORS AND OTHER CONSIDERATIONS RELATING TO THE TENDER OFFER AND THE CANCELLATION

*Before making a decision whether to tender Preference Shares pursuant to the Tender Offer, Preference Shareholders should carefully consider all of the information in this Tender Offer Memorandum, the Advisory Vote Circular and the Shareholder Circular, including the following risk factors and other considerations.*

## **Conditionality of the Cancellation and the Special Dividend and the Tender Offer**

Each of the Cancellation and the Special Dividend and the Tender Offer are subject to conditions.

If the Advisory Vote Resolution is not passed, the Cancellation Resolution will not be capable of passing at the General Meeting and will be withdrawn, and the Cancellation will not be implemented.

The Cancellation Resolution and the Special Dividend Resolution are inter-conditional. This means that if the Cancellation Resolution does not pass, the Special Dividend Resolution will not be capable of passing at the General Meeting and the Special Dividend will not be issued to Preference Shareholders. In addition, if the Special Dividend Resolution does not pass, the Cancellation Resolution will not be capable of passing at the General Meeting and the Cancellation will not be implemented. The Cancellation is also conditional on: (i) the passing of the Advisory Vote Resolution; and (ii) the making of an order by the Court confirming the Cancellation.

The Tender Offer is conditional on the passing of the Tender Offer Resolution which will be voted on by the holders of the Issuer's Ordinary Shares. If the Tender Offer Resolution is not passed, the Issuer will not proceed with the Tender Offer. Both Aviva and Undershaft as the Issuer's Ordinary Shareholders intend to vote in favour of the Tender Offer Resolution to ensure that Preference Shares that are validly tendered will be purchased by the Offeror pursuant to the Tender Offer if the Cancellation is not implemented.

## **Conditions Imposed by the Court on the Cancellation**

The Court has discretion to include conditions intended to protect creditors in its order confirming the Cancellation. However, such conditions, if imposed, or some other event not currently foreseen by the Issuer, could lead the Issuer to conclude that the Cancellation would be inappropriate, inadvisable or no longer in the best interests of the Issuer, the Shareholders, the Group or the Issuer's other stakeholders taken as a whole. For these reasons, the Issuer reserves the right to elect not to proceed with the Cancellation at its sole discretion.

## **All Preference Shareholders will be bound by the Advisory Vote Resolution and Capital Reduction Resolutions, if passed**

If the Advisory Vote Resolution and Capital Reduction Resolutions are passed and the Cancellation is implemented, all Preference Shares will be cancelled, whether or not such Preference Shareholder was present or represented at the Advisory Vote Meeting and/or General Meeting and whether or not they voted in favour of the Advisory Vote Resolution and the Cancellation Resolution or validly tendered their Preference Shares in the Tender Offer. It is important for Preference Shareholders to remember that those Preference Shareholders who do not vote will not receive the Voting Fee in any circumstances but would still have their Preference Shares cancelled in the event the Capital Reduction Resolutions are passed and the Cancellation is implemented.

## **Risks relating to a continued holding of Preference Shares following conclusion of the Tender Offer**

As both Aviva and Undershaft intend to vote in favour of the Tender Offer Resolution to ensure that Preference Shares that are validly tendered will be purchased by the Offeror pursuant to the Tender Offer if the Cancellation is not implemented for any reason (including that any of the conditions to the Cancellation described above are not met) but the Tender Offer Resolution is passed, any Preference Shares purchased by the Offeror pursuant to the Tender Offer will be acquired by the Issuer pursuant to the Tender Offer Agreement entered into between the Issuer, Aviva and the Offeror and subsequently cancelled as soon as reasonably practicable following the acquisition. Such Preference Shares will not be re-sold to third

parties which are not affiliated with the Issuer or the Offeror. In addition, the Issuer may continue to evaluate available options in order to manage the Issuer's capital structure. However, as at the date hereof, the Issuer has not formed any intention, and no decision has been made, in respect of any future actions in relation to the Preference Shares.

Although the Preference Shares that are not validly tendered by Preference Shareholders or accepted for purchase by the Offeror will continue to be admitted to the Official List of the FCA and to trading on the Main Market of the London Stock Exchange, to the extent tenders of the Preference Shares in the Tender Offer are accepted by the Offeror and the Tender Offer is completed, the trading markets for the Preference Shares that remain outstanding following such completion may be significantly more limited. Such remaining Preference Shares may command a lower price than a comparable issue of securities with greater market liquidity. A reduced market value and liquidity may also make the trading price of such remaining Preference Shares more volatile. As a result, the market price for the Preference Shares that are not purchased by the Offeror after the completion of the Tender Offer may be adversely affected due to the Tender Offer. None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent or the Retail Information Agent (or any of its respective Affiliates) has any duty to make a market in any remaining Preference Shares.

### **Payments of the Tender Offer Consideration, Cancellation Amount or Voting Fee (if applicable)**

Provided the: (i) Offeror makes, or has made on its behalf, full payment of the Tender Offer Consideration for all Preference Shares accepted for purchase pursuant to the Tender Offer on the Tender Offer Settlement Date; or (ii) Issuer makes, or has made on its behalf, full payments of the Cancellation Amount for all Preference Shares and the Voting Fee (as applicable) on the Cancellation Settlement Date, to the relevant Registered Holders, under no circumstances will any additional amount of, or relating to, interest or dividends be payable because of any delay in the transmission of funds from the relevant Registered Holder or any other Intermediary with respect to such Preference Shares or because of any delay in receipt by any Preference Shareholder of the relevant funds or any cheque relating thereto.

In respect of the Voting Fee, Preference Shareholders will only be eligible to receive this if they validly tender their Preference Shares for purchase pursuant to the Tender Offer by the Relevant Expiration Deadline or submit a Voting Only Instruction (Option 2) by the Proxy Deadline. A Preference Shareholder who participates in the Meetings by any other means shall not be entitled to the Voting Fee irrespective of whether they vote in favour of the Advisory Vote Resolution or the Cancellation Resolution.

Please see the section entitled "*Terms and Conditions of the Tender Offer - Payments*" of this document for further details on payments in respect of the Tender Offer.

### **No obligation to accept tenders of Preference Shares for purchase**

Neither the Issuer nor the Offeror is under any obligation to accept, nor will they have any liability to any person for non-acceptance of, any tender of Preference Shares for purchase pursuant to the Tender Offer. Tenders of Preference Shares for purchase may be rejected in the sole discretion of the Offeror for any reason and the Offeror is not under any obligation to Preference Shareholders to furnish any reason or justification for refusing to accept a tender of Preference Shares for purchase. For example, tenders of Preference Shares for purchase may be rejected if the Tender Offer is terminated, if the Tender Offer does not comply with the relevant requirements of a particular jurisdiction or for any other reason (including if such tender does not comply with any of the procedures for participating in the Tender Offer), in all cases at the sole discretion of the Offeror.

### **Tenders of Preference Shares by Sanctions Restricted Persons will not be accepted**

A Preference Shareholder who is, or is believed by the Offeror to be, a Sanctions Restricted Person may not participate in the Tender Offer. The Offeror reserves the absolute right to reject any Tender Instruction (Option 1) if the Offeror in its sole and absolute discretion is of the view that such Tender Instruction (Option 1) has been submitted by or on behalf of a Sanctions Restricted Person. No steps taken by a Sanctions Restricted Person to tender any or all of its Preference Shares for purchase pursuant to this Tender Offer Memorandum will be accepted by the Offeror and such Sanctions Restricted Person will not be eligible to receive the Tender Offer Consideration in any circumstances.

The restrictions described in this paragraph shall not apply if and to the extent that it is or would be unenforceable by reason of a breach of any provision of the Blocking Regulations.

### **Responsibility for complying with the procedures of the Tender Offer**

Preference Shareholders are responsible for complying with all of the procedures for tendering Preference Shares pursuant to the Tender Offer including the submission of Tender Instructions (Option 1). Preference Shareholders who wish to tender their Preference Shares for purchase should allow sufficient time for timely completion of the relevant

submission procedures. None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent nor the Retail Information Agent assumes any responsibility for informing Preference Shareholders of irregularities with respect to such Preference Shareholder's participation in the Tender Offer (including, without limitation, any errors or other irregularities, manifest or otherwise, in any Tender Instruction (Option 1)).

If Preference Shares are held through an Intermediary, the Intermediary will likely require the relevant Preference Shareholder to take action with respect to the Tender Offer a number of days before the Relevant Expiration Deadline in order for the Intermediary to tender for purchase the relevant Preference Shares on the relevant Preference Shareholder's behalf on or prior to the Relevant Expiration Deadline.

## **Completion, termination, withdrawal and amendment**

The Tender Offer is conditional on the Tender Offer Resolution being passed. In addition, subject to applicable law and as provided in this Tender Offer Memorandum, the Issuer may, with the prior consent of the Offeror (as applicable), amend, extend, re-open, withdraw or terminate the Tender Offer at any time before such announcement and may, with the prior consent of the Offeror, waive any of the conditions to the Tender Offer either before or after such announcement.

Until the Issuer announces whether the Offeror has decided to accept valid tenders of Preference Shares pursuant to the Tender Offer, as may be announced in the Results Announcement, no assurance can be given that any Preference Shares validly tendered for purchase will be accepted by the Offeror, or that any Preference Shares will be purchased pursuant to the Tender Offer.

## **Tender Instructions (Option 1) irrevocable**

Tender Instructions (Option 1) will be irrevocable except in the limited circumstances described in the section headed "*Extension, Amendment, Withdrawal and Termination*" in this Tender Offer Memorandum.

## **Compliance with the offer and distribution restrictions**

Holders are referred to the offer and distribution restrictions in "*Offer and Distribution Restrictions*" and the agreements, acknowledgements, representations, warranties and undertakings described in "*Procedures for Participating in the Tender Offer and the Meetings*" and set out in Annex 1 (*Agreements, Acknowledgements, Representations, Warranties and Undertakings of Preference Shareholders*) to this Tender Offer Memorandum, which Preference Shareholders will make on submission of a Tender Instruction (Option 1). Non-compliance with these could result in, among other things, the unwinding of trades and/or heavy penalties.

## **Responsibility to consult advisers**

Each Preference Shareholder is solely responsible for making its own independent appraisal of all matters as such Preference Shareholder deems appropriate (including those relating to the Tender Offer, the Issuer, the Offeror, the Preference Shares, the Meetings, the Advisory Vote Resolution, the Cancellation Resolution and the Cancellation) and each Preference Shareholder must make its own decision as to whether to tender any or all of its Preference Shares for purchase pursuant to the Tender Offer.

Preference Shareholders should consult their own tax, accounting, financial, legal and other advisers regarding the suitability to themselves of the tax, accounting, financial, legal or other consequences of participating in, or electing not to participate in, the Tender Offer or of voting for or against the Advisory Vote Resolution or the Cancellation Resolution.

None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates, is acting for any Preference Shareholder, nor will they be responsible to any Preference Shareholder for providing any protections which would be afforded to their clients or for providing advice in relation to the Tender Offer, the Advisory Vote Resolution and/or the Cancellation Resolution and accordingly none of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates makes any representation or recommendation whatsoever regarding the Tender Offer, the Advisory Vote Resolution and/or the Cancellation Resolution, nor do they express any view on the merits and risks of the Tender Offer and/or the Cancellation or make any recommendation as to whether Preference Shareholders should tender Preference Shares in the Tender Offer or vote for or against the Advisory Vote Resolution or the Cancellation Resolution. In addition, the Dealer Managers are acting as dealer managers in respect of the Tender Offer to Institutional Investors only and have no role or responsibility in respect of the Tender Offer to Retail Investors, which is being made directly by the Offeror.

## **Restrictions on transfer of Preference Shares**

When considering whether to participate in the Tender Offer, Preference Shareholders should take into account that restrictions on the transfer of Preference Shares by Preference Shareholders will apply from the time of submission of Tender Instructions (Option 1). A Preference Shareholder must hold the Preference Shares until the earlier of: (i) the time of settlement on the Tender Offer Settlement Date, (ii) the date of any withdrawal or termination of the Tender Offer (including where such Preference Shares are not accepted for purchase by the Offeror) or, (iii) the date on which the Tender Instruction (Option 1) is revoked (in the limited circumstances in which such revocation is permitted as described in “*Extension, Amendment, Withdrawal and Termination*”).

## **Costs incurred in blocking the Preference Shares**

Any fees, if any, which may be charged by CREST to the CREST Participant in connection with the blocking (or unblocking) of the relevant Preference Shares or otherwise must be borne by the CREST Participant or as otherwise agreed between the CREST Participant and the applicable Preference Shareholder. For the avoidance of doubt, CREST Participants and Preference Shareholders shall have no recourse to the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates with respect to such costs.

## **Other purchases of the Preference Shares**

Whether or not the Tender Offer is completed, and unless the Cancellation is implemented, the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent and their respective Affiliates may, to the extent permitted by applicable law, continue to acquire, from time to time during or after the Tender Offer, Preference Shares other than pursuant to the Tender Offer, including through open market purchases and privately negotiated transactions, or otherwise, upon such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Tender Offer and could be for cash or other consideration or otherwise on terms more or less favourable than those contemplated in the Tender Offer.

None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or their respective Affiliates will be required to purchase any Preference Shares, and future decisions with respect to any purchase of the Preference Shares by the Issuer will be made in light of the prevailing market, economic and regulatory conditions at that time.

*See the Advisory Vote Circular and the Shareholder Circular for further considerations relating to the participation in the Meetings, the Advisory Vote Resolution, the Cancellation Resolution, the Cancellation and the procedures in relation to the Voting Only Instruction (Options 2) and the Voting Only Instruction (Option 3).*



# TAX CONSEQUENCES

## Introduction

The following statements are intended as a general guide only and relate only to certain limited aspects of the UK taxation treatment of the Tender Offer and Cancellation. They are based on current UK law and what is understood to be the current published practice of HMRC (which may not be binding on HMRC), both of which are subject to change at any time, possibly with retrospective effect. They do not constitute, and should not be taken as, tax advice. They apply only to Preference Shareholders who are resident in the UK for UK tax purposes (and, in the case of individuals, domiciled for UK tax purposes in (and only in) the UK), who are the absolute beneficial owners of both the Preference Shares and any dividends paid on them, and who hold them as investments (and not as securities to be realised in the course of a trade).

The statements may not apply to certain Preference Shareholders who are subject to special rules, such as, but not limited to, dealers in securities, insurance companies and collective investment schemes, Preference Shareholders who are exempt from taxation and Preference Shareholders who have (or are deemed to have) acquired their Preference Shares by virtue of their office or employment (including any former or prospective office or employment).

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

## Tender Offer

### Taxation of chargeable gains

The sale of the Preference Shares by a Preference Shareholder to the Offeror pursuant to the Tender Offer should be treated as a disposal of those shares for UK tax purposes. This may, subject to the Preference Shareholder's individual circumstances and any available exemption or relief, give rise to a chargeable gain (or allowable loss) for the purposes of UK capital gains tax ("**CGT**") or corporation tax on chargeable gains.

The amount of CGT payable by a Preference Shareholder that is an individual (an "**Individual Preference Shareholder**"), if any, will depend on his or her own personal tax position. Broadly:

- a) If the amount of the chargeable gain realised by an Individual Preference Shareholder in respect of the sale of the Preference Shares ("**Preference Shares Sale Gain**"), when aggregated with other chargeable gains realised by that Individual Preference Shareholder in the year of assessment (and after taking into account aggregate losses) (that Individual Preference Shareholder's "**Total Chargeable Gains**"), does not exceed the annual exempt amount (£3,000 for 2024/2025), then no CGT will be payable on such Preference Shares Sale Gain.
- b) The relevant tax rate band applicable to any Preference Shares Sale Gain is determined by reference to the Individual Preference Shareholder's total taxable gains and income in a given year, including any Preference Shares Sale Gain ("**Total Taxable Gains and Income**").
- c) If an Individual Preference Shareholder's Total Taxable Gains and Income are less than or equal to the upper limit of the income tax basic rate band applicable in respect of that tax year (the "**Band Limit**") (£37,700 for 2024/2025), the Preference Shares Sale Gain will normally be subject to CGT at a rate of 18 per cent.
- d) If an Individual Preference Shareholder's Total Taxable Gains and Income are above the Band Limit but would be below the Band Limit without taking into account the Preference Shares Sale Gain, such amount of the Preference Shares Sale Gain which exceeds the Band Limit will normally be subject to CGT at a rate of 24 per cent., with the remainder of such Preference Shares Sale Gain being subject to CGT normally at a rate of 18 per cent.
- e) If an Individual Preference Shareholder's Total Taxable Gains and Income are above the Band Limit without taking into account of the Preference Shares Sale Gain, the Preference Shares Sale Gain will normally be subject to CGT at a rate of 24 per cent.

A Preference Shareholder that is within the charge to corporation tax (a **“Corporate Preference Shareholder”**) is normally subject to corporation tax on all of its chargeable gains, subject to any relief and exemptions. Such Preference Shareholders should be entitled to indexation allowance, calculated only up to and including December 2017.

The Finance Act 2015 includes legislation which, broadly, treats amounts paid on the redemption of shares as income in the hands of an individual shareholder (rather than a capital receipt) where shareholders are given a choice to elect for capital or income treatment. The Issuer was granted non-statutory clearance from HMRC that this legislation should not apply to the Transaction, based on the specific facts of the Transaction.

## Transactions in securities

Under the provisions of Part 15 of the Corporation Tax Act 2010, HMRC can in certain circumstances counteract corporation tax advantages arising in relation to a transaction or transactions in securities. If these provisions were to be applied by HMRC to the Tender Offer, Corporate Preference Shareholders might be liable to corporation tax as if they had received an income amount rather than a capital amount. No application has been made to HMRC for clearance in respect of the application of Part 15 of the Corporation Tax Act 2010 to the Tender Offer.

Corporate Preference Shareholders are advised to take independent advice as to the potential application of the above provisions in light of their own particular motives and circumstances.

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

The sale of Preference Shares pursuant to the Tender Offer will not give rise to any liability to stamp duty or SDRT for selling Preference Shareholders. Stamp duty at a rate of 0.5 per cent. on the Preference Shares repurchased, rounded up to the nearest £5.00 if necessary, will be payable by the Issuer on its purchase of the Preference Shares from the Offeror.

## Preference Share Cancellation

If the Cancellation receives the necessary support of the Shareholders and is implemented (and therefore the Tender Offer does not occur), Preference Shareholders will receive: (i) £1.00749 per 7.875% Preference Share and £1.00885 per 8.875% Preference Share being the par value of the Preference Shares together with the premium paid on issue (the **“Preference Share Returned Value”**); and (ii) a dividend of an amount equal to the Special Dividend, the Accrued Dividend Amount and the Voting Fee (if applicable) (together, the **“Dividend”**).

## Preference Share Returned Value

For the purposes of UK taxation on chargeable gains, receipt of the Preference Share Returned Value will be treated as a repayment of capital. This means that the Preference Share Returned Value will be treated as consideration for a deemed disposal of the Preference Shares and may, subject to the relevant Preference Shareholder’s individual circumstances and any available exemption or relief, give rise to a chargeable gain or allowable loss. For the avoidance of doubt, the Dividend will not be treated as consideration for a deemed disposal of the Preference Shares (please refer to the guidance directly below for a summary of the treatment of the Dividend for the purposes of UK taxation).

Please refer to the guidance set out above in relation to the amount of CGT, if any, payable by a Preference Shareholder in relation to any such chargeable gain.

## Dividend

The Issuer is not required to withhold on account of UK tax when paying the Dividend. Liability to tax on the Dividend will depend on the individual circumstances of a Preference Shareholder.

### a) Individual Preference Shareholders

Dividends received by an Individual Preference Shareholder will generally be subject to UK income tax, as dividend income, on the amount of any dividend paid on their Preference Shares.

For the 2024/2025 tax year, a nil rate of tax applies for the first £500 of non-exempt dividend income in any tax year (the **“Dividend Allowance”**), and so no income tax will be payable in respect of such amounts. For these purposes, **“dividend income”** includes UK and non-UK source dividends and certain other distributions in respect of shares (and so no income tax should be payable by an Individual Preference Shareholder in respect

of the Dividend to the extent that it is covered by the Dividend Allowance).

If an Individual Preference Shareholder's total dividend income for a tax year exceeds the Dividend Allowance (such excess being referred to as the **"Taxable Excess"**), then the Taxable Excess will be subject to tax depending on the tax rate band or bands it falls within. The relevant tax rate band is determined by reference to the Individual Preference Shareholder's total income charged to income tax (including the dividend income charged at a nil rate by virtue of the Dividend Allowance) less relevant reliefs and allowances (including the Individual Preference Shareholder's personal allowance). The Taxable Excess is, in effect, treated as the top slice of any resulting taxable income and:

- i. to the extent that the Taxable Excess falls below the basic rate limit, the Individual Preference Shareholder will be subject to tax on it at the dividend basic rate of 8.75 per cent;
- ii. to the extent that the Taxable Excess falls above the basic rate limit but below the higher rate limit, the Individual Preference Shareholder will be subject to tax on it at the dividend upper rate of 33.75 per cent; and
- iii. to the extent that the Taxable Excess falls above the higher rate limit, the Individual Preference Shareholder will be subject to tax on it at the dividend additional rate of 39.95 per cent.

b) Corporate Preference Shareholders

A Corporate Preference Shareholder that is a **"small company"** for the purposes of UK taxation of dividends would not generally be expected to be subject to corporation tax on the Dividend.

Other Corporate Preference Shareholders would not be subject to tax on the Dividend so long as the Dividend falls within an exempt class and certain conditions are met. Dividends paid to a person holding less than 10% of the issued share capital of the payer (or, if there is more than one class of share, the same class of that share capital in respect of which the distribution is made) and who is entitled to less than 10% of the profits available for distribution to holders of the same class of share and would be entitled to less than 10% of the assets available for distribution to holders of the same class of shares on a winding-up is an example of dividends that should fall within an exempt class. However, the exemptions are not comprehensive and are also subject to anti-avoidance rules.

To the extent that a dividend is not exempt for the purposes of UK corporation tax, Corporate Preference Shareholders will be subject to corporation tax (currently at a main rate of 25 per cent.) on the Dividend.

## Stamp duty and SDRT

No stamp duty or SDRT will be payable by the Preference Shareholders as a result of receipt of the Preference Share Returned Value or the Dividend, or on the cancellation of the Preference Shares.

# TERMS AND CONDITIONS OF THE TENDER OFFER

The Tender Offer is being made on the terms and subject to the conditions contained in this Tender Offer Memorandum (including the offer and distribution restrictions set out in *“Offer and Distribution Restrictions”*).

Defined terms used in this Tender Offer Memorandum have the meaning given in **“Definitions”** and any other definitions of such terms are for ease of reference only and shall not affect their interpretation.

## OVERVIEW

Preference Shareholders are invited, subject to the offer and distribution restrictions referred to in *“Offer and Distribution Restrictions”*, to tender their Preference Shares held at the Tender Offer Record Time for purchase by the Offeror for cash, on the terms set out in this section (the **“Tender Offer”**).

The Tender Offer is voluntary and Preference Shareholders are not obliged to participate in the Tender Offer. However, before making a decision whether to tender Preference Shares pursuant to the Tender Offer, Preference Shareholders should carefully consider all of the information in this Tender Offer Memorandum and, in particular, the risk factors described in the section of this document headed *“Risk Factors and Other Considerations relating to the Tender Offer and the Cancellation”* in addition to the questions and answers set out in *“Questions and answers about the Tender Offer and the Resolutions”* in this Tender Offer Memorandum, the Advisory Vote Circular and the Shareholder Circular.

### Options for Participation

Preference Shareholders have the option to (A) tender their Preference Shares for purchase and automatically appoint the Chair as their proxy to vote in favour of the proposed Advisory Vote Resolution **and** Cancellation Resolution at the Meetings; (B) attend and/or vote on the proposed Advisory Vote Resolution and Cancellation Resolution at the Meetings without tendering their Preference Shares for purchase; or (C) take no action.

Preference Shareholders may elect to participate in the Tender Offer or the Meetings, but are not required to do so. The options available to Preference Shareholders who wish to participate are set out in Questions 19 and 20 of the section entitled *“Questions and Answers about the Tender Offer and the Resolutions”* of this document.

### If the Cancellation proceeds, there will be no purchases pursuant to the Tender Offer

If the Advisory Vote Resolution and Capital Reduction Resolutions are passed at the Meetings and the Cancellation is implemented, the Issuer will not proceed with the Tender Offer and the Offeror will not purchase any Preference Shares that have been validly tendered. Instead, all tendered Preference Shares (together with all other Preference Shares) will be cancelled by the Issuer pursuant to the Cancellation and the Preference Shareholders will receive the Cancellation Amount and the Voting Fee (if applicable) on the Cancellation Settlement Date. The Cancellation Price will be equal to the Tender Offer Price. For the avoidance of doubt, in no circumstances will a Preference Shareholder receive both the Tender Offer Consideration and the Cancellation Amount.

The Cancellation Amount and the Voting Fee (if applicable) payable to Preference Shareholders will be paid to Registered Holders on the Cancellation Settlement Date. For further information in relation to payments of the Cancellation Amount and the Voting Fee (if applicable), please see the Shareholder Circular.

## TENDER OFFER

The Tender Offer commences on the date of this Tender Offer Memorandum and expires: (i) in relation to Institutional Investors, at 1.00pm (UK time) on 18 March 2025 (the **“Institutional Expiration Deadline”**); and (ii) in relation to Retail Investors, at 1.00pm (UK time) on 8 April 2025 (the **“Retail Expiration Deadline”**, and together with the Institutional Expiration Deadline, the **“Expiration Deadline”**).

In order to participate in the Tender Offer, Preference Shareholders must submit or arrange for the submission of a Tender Instruction (Option 1) on their behalf, to be received by the Receiving Agent not later than the Relevant Expiration Deadline.

See the section of this document headed *“Procedures for Participating in the Tender Offer and the Meetings”* for further information.

### **Tender Offer Price for the 7.875% Preference Shares**

The price payable in respect of validly tendered and accepted 7.875% Preference Shares is a cash amount of £1.35 for each 7.875% Preference Share (the **“7.875% Tender Offer Price”**) plus an amount equal to arrears (if any) and accruals of the dividends payable in accordance with the 7.875% Preference Share Terms (as defined in this Tender Offer Memorandum) calculated up to and including the Tender Offer Settlement Date (the **“7.875% Accrued Dividend Amount”**, and together with the 7.875% Tender Offer Price, the **“7.875% Tender Offer Consideration”**), as further described on the cover page of this Tender Offer Memorandum. If the Tender Offer Settlement Date were to fall on 2 May 2025 as set out in the indicative timetable in the section headed *“Expected Timetable”* of this document, the 7.875% Accrued Dividend Amount would be equal to 0.7%, or 0.7p for each 7.875% Preference Share. This amount is indicative only and will change if the Tender Offer Settlement Date does not fall on 2 May 2025.

Where the Tender Offer Resolution is passed and the Tender Offer is implemented, in respect of any 7.875% Preference Shares which are accepted for purchase from the 7.875% Preference Shareholders for which validly submitted Tender Instructions (Option 1) are received by the Receiving Agent on or before the Relevant Expiration Deadline, the Offeror will pay the 7.875% Tender Offer Consideration on the Tender Offer Settlement Date (expected to be 2 May 2025), as announced in the Results Announcement. The 7.875% Tender Offer Price will be equal to the 7.875% Cancellation Price. For the avoidance of doubt, in no circumstances will an 7.875% Preference Shareholder receive both the 7.875% Tender Offer Consideration and the 7.875% Cancellation Amount.

### **Tender Offer Price for the 8.875% Preference Shares**

The price payable in respect of validly tendered and accepted 8.875% Preference Shares is a cash amount of £1.52 for each 8.875% Preference Share (the **“8.875% Tender Offer Price”**) plus an amount equal to arrears (if any) and accruals of the dividends payable in accordance with the 8.875% Preference Share Terms (as defined in this Tender Offer Memorandum) calculated up to and including the Tender Offer Settlement Date (the **“8.875% Accrued Dividend Amount”**, and together with the 8.875% Tender Offer Price, the **“8.875% Tender Offer Consideration”**), as further described on the cover page of this Tender Offer Memorandum. If the Tender Offer Settlement Date were to fall on 2 May 2025 as set out in the indicative timetable in the section headed *“Expected Timetable”* of this document, the 8.875% Accrued Dividend Amount would be equal to 3.0%, or 3.0p for each 8.875% Preference Share. This amount is indicative only and will change if the Tender Offer Settlement Date does not fall on 2 May 2025.

Where the Tender Offer Resolution is passed and the Tender Offer is implemented, in respect of any 8.875% Preference Shares which are accepted for purchase from the 8.875% Preference Shareholders for which validly submitted Tender Instructions (Option 1) are received by the Receiving Agent on or before the Relevant Expiration Deadline, the Offeror will pay the 8.875% Tender Offer Consideration on the Tender Offer Settlement Date (expected to be 2 May 2025), as announced in the Results Announcement. The 8.875% Tender Offer Price will be equal to the 8.875% Cancellation Price. For the avoidance of doubt, in no circumstances will an 8.875% Preference Shareholder receive both the 8.875% Tender Offer Consideration and the 8.875% Cancellation Amount.

### **Tender Instructions (Option 1)**

In order to participate in the Tender Offer, and be eligible to receive the Tender Offer Consideration, if applicable, Preference Shareholders must validly tender their Preference Shares by delivering, or arranging to have delivered on their behalf, a valid Tender Instruction (Option 1) that is received by the Receiving Agent by the Expiration Deadline.

Where a Preference Shareholder holds both 7.875% Preference Shares and 8.875% Preference Shares, they will receive two Proxy Instruction Forms in respect of their 7.875% Preference Shares and 8.875% Preference Shares. If they wish to Tender their Preference Shares, they will be required to submit separate Tender Instructions (Option 1) in respect of the 7.875% Preference Shares and 8.875% Preference Shares that they hold. For the avoidance of doubt, there will not be separate resolutions at the Meetings in respect of 7.875% Preference Shares and 8.875% Preference Shares, and the voting outcomes will apply to both series equally.

#### **Only CREST Participants or Certificated Holders of Preference Shares may submit Tender Instructions (Option 1).**

Each Preference Shareholder that is not itself a CREST Participant or a Certificated Holder must arrange for the CREST Participant or Certificated Holder through which it owns its Preference Shares to submit a valid Tender Instruction (Option 1) on its behalf.

Accordingly, Preference Shareholders are urged to contact their CREST Participant, Certificated Holder or other Intermediary through which they hold their Preference Shares as a matter of urgency, to determine when such CREST Participant, Certificated Holder or other Intermediary will require instructions from the Preference Shareholder in order to ensure that the Tender Instruction (Option 1) can be submitted by the Relevant Expiration Deadline. The deadline for the submission of instructions to such CREST Participant, Certificated Holder or other Intermediary will be before the Relevant Expiration Deadline.

For Preference Shares held in CREST, the CREST Participant must submit Tender Instructions (Option 1) electronically via the CREST system. Tender Instructions (Option 1) may be submitted in respect of some or all of a Preference Shareholders' holding in CREST.

For Preference Shares held in certificated form outside CREST, the Certificated Holder must submit Tender Instructions (Option 1) by way of a Proxy Instruction Form selecting 'Option 1'.

See the section "*Procedures for Participating in the Tender Offer and the Meetings*" in this Tender Offer Memorandum for further information regarding the submission of valid Tender Instructions (Option 1).

**Tender Instructions (Option 1) will be irrevocable** except in the limited circumstances described in "*Extension, Amendment, Withdrawal and Termination – Revocation Rights*" in this Tender Offer Memorandum.

### **Voting by way of Tender Instruction (Option 1)**

The submission by a Preference Shareholder of a valid Tender Instruction (Option 1) pursuant to the Tender Offer will also automatically include such Preference Shareholder's instructions to appoint the Chair as its proxy to attend the Meetings and to cast the votes attaching to the Preference Shares which are the subject of such Tender Instruction (Option 1) in favour of the Advisory Vote Resolution **and** the Cancellation Resolution.

It will not be possible to submit a Tender Instruction (Option 1) without at the same time giving such instructions appointing the Chair as such Preference Shareholder's proxy to vote in favour of the Advisory Vote Resolution **and** the Cancellation Resolution.

Any Preference Shareholder who validly tenders its Preference Shares for purchase pursuant to the Tender Offer by the Relevant Expiration Deadline will be eligible to receive the Voting Fee if the Advisory Vote Resolution and Capital Reduction Resolutions are passed and the Cancellation is implemented. This will involve payments to each such Preference Shareholder of £0.02 for each such Preference Share (being 2 per cent. of the nominal value of each Preference Share) in addition to the Cancellation Amount, as further described in this Tender Offer Memorandum and the Shareholder Circular.

The completion and return of a Tender Instruction (Option 1) will not preclude any Preference Shareholder from attending the Meetings and voting in person or via the Virtual Meeting Platform should they subsequently wish to do so. However, Preference Shareholders should note that they will not be eligible to receive the Voting Fee if they attend the Meetings and vote, even if they vote in favour of the Advisory Vote Resolution and/or the Cancellation Resolution. For further information on attending and voting at the Meetings, please see the Advisory Vote Circular and the Shareholder Circular.

If a Preference Shareholder submits a Tender Instruction (Option 1) or Voting Only Instruction (Option 2) in respect of some or all of its Preference Shares and subsequently ceases to hold such Preference Shares, the Voting Fee (if applicable) shall be payable to the holder of such Preference Shares at the Voting Record Time and who submitted such Tender Instruction (Option 1) or Voting Only Instruction (Option 2) and not the holder of such Preference Shares as at the Cancellation Date.

If:

- a) a Tender Instruction (Option 1) is not received by the Receiving Agent by the Relevant Expiration Deadline; or
- b) with respect to Preference Shares held in certificated form outside CREST, any Tender Instruction (Option 1) in respect of which the Receiving Agent has not received, by the Relevant Expiration Deadline, the certificate(s) in respect of Preference Shares to which such Tender Instruction (Option 1) relates or a Letter of Indemnity,

such Tender Instruction (Option 1) will be deemed to be a Voting Only Instruction (Option 2) in favour of the Advisory Vote Resolution **and** the Cancellation Resolution (and not a Tender Instruction (Option 1)) such that the relevant Preference Shareholder will no longer be eligible to participate in the Tender Offer or receive the Tender Offer Consideration, although the Offeror reserves the right, in its absolute discretion, to treat such instruction as a valid Tender Instruction (Option 1) if the Receiving Agent subsequently receives the certificate(s) in respect of the relevant Preference Shares. See the section "*Procedures for Participating in the Tender Offer and the Meetings*" of this Tender Offer Memorandum for further information regarding the submission of valid Tender Instructions (Option 1).

## Multiple or conflicting instructions

**Preference Shareholders may not submit more than one instruction (a Tender Instruction (Option 1), a Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3)) in respect of the same Preference Share.**

All questions as to the validity, form, eligibility or conflict of any Tender Instruction (Option 1) or Voting Only Instruction will be determined at the sole and absolute discretion of the Offeror, which determination shall be final and binding. The Offeror reserves the absolute right to reject any and all Tender Instructions (Option 1) not in proper form, conflicting or for which any corresponding agreement by the Offeror to accept would, in the opinion of the Offeror and its relevant legal advisers, be unlawful. The Offeror also reserves the absolute right to waive any defects, irregularities, conflicts or delay in the submission of any and all Tender Instructions (Option 1), and in respect of a particular tender of Preference Shares, whether or not the Offeror elects to waive similar defects, irregularities, conflicts or any delay in respect of other tenders of Preference Shares.

Where a Preference Shareholder holds both 7.875% Preference Shares and 8.875% Preference Shares, they will receive two Proxy Instruction Forms in respect of their 7.875% Preference Shares and 8.875% Preference Shares. If they wish to Tender your Preference Shares, they will be required to submit separate Tender Instructions (Option 1) in respect of the 7.875% Preference Shares and 8.875% Preference Shares that they hold. For the avoidance of doubt, there will not be separate resolutions at the Meetings in respect of 7.875% Preference Shares and 8.875% Preference Shares, and the voting outcomes will apply to both series equally.

## Payments

If Preference Shares validly tendered in the Tender Offer are accepted for purchase by the Offeror, the Tender Offer Consideration in respect of the relevant Preference Shares will be paid by or on behalf of the Offeror to the Preference Shares Registrar on or before the Tender Offer Settlement Date for onward payment to the relevant Registered Holders in accordance with the usual procedures of the Preference Shares Registrar for payments to such Registered Holders.

Accordingly, in relation to the payment of the Tender Offer Consideration (or the Cancellation Amount, as the case may be), the Preference Shares Registrar will:

- a) issue a cheque to the relevant Certificated Holder in respect of Preference Shares held in certificated form (or pay electronically to certificated holders with a bank mandate); and
- b) pay by a credit to the registered cash account of the relevant CREST Participant appearing in the Preference Share Register, in respect of Preference Shares held in CREST.

As set out in more detail in the Shareholder Circular and the Advisory Vote Circular, in relation to the payment of the Voting Fee (if applicable), the Preference Shares Registrar will pay the eligible Registered Holder by credit in accordance with any existing Electronic Payment Mandate held by the Preference Shares Registrar at the Voting Record Time or, otherwise, by cheque.

The payment of the Tender Offer Consideration or the Cancellation Amount and Voting Fee (if applicable), as the case may be, by the Preference Shares Registrar to the relevant Certificated Holder or CREST Participant (as applicable) will discharge the obligation of the Offeror in respect of the payment of the Tender Offer Consideration for each Preference Share so tendered and accepted or the obligation of the Issuer in respect of the Cancellation Amount and Voting Fee (if applicable). No additional amounts will be payable by the Issuer (in respect of the Cancellation), the Offeror (in respect of the Tender Offer), the Preference Shares Registrar or any other person in the event of any delay or failure in the onward transmission of such amounts by the Certificated Holder or CREST Participant (as applicable) to any Preference Shareholder who is a Beneficial Owner holding its Preference Shares through such Certificated Holder or CREST Participant (as applicable).

Provided the: (i) Offeror makes, or has made on its behalf, full payment of the Tender Offer Consideration for all Preference Shares accepted for purchase pursuant to the Tender Offer on the Tender Offer Settlement Date; or (ii) Issuer makes, or has made on its behalf, full payments of the Cancellation Amount for all Preference Shares and the Voting Fee (as applicable) on the Cancellation Settlement Date, to the Registered Holders as described above, no amounts will be payable to Preference Shareholders as a result of any delay in the onward transmission of funds to such Preference Shareholder's account, or for any failure or delay in the delivery of a mailed cheque. Beneficial Owners must look to the Registered Holder (and, if applicable, any relevant Intermediary) for payments to it of the Tender Offer Consideration or the Cancellation Amount and the Voting Fee (if applicable), as the case may be.

## General conditions of the Tender Offer

The invitation to Preference Shareholders to tender their Preference Shares for purchase by the Offeror is an invitation to treat by the Offeror, and any references to the Tender Offer shall be construed accordingly. As such, the Offeror may elect, in its sole and absolute discretion (and subject as set out in these terms and conditions of the Tender Offer), whether it will accept for purchase any Preference Shares tendered pursuant to the Tender Offer.

If the Advisory Vote Resolution and the Capital Reduction Resolutions are not passed (or even if passed, the Cancellation is not implemented), it is the Issuer's intention to proceed with the Tender Offer and the Offeror intends to accept all valid tenders of Preference Shares pursuant to the Tender Offer, subject to the terms and conditions of the Tender Offer and the Tender Offer Resolution being passed at the General Meeting. Both Aviva and Undershaft as the Issuer's Ordinary Shareholders intend to vote in favour of the Tender Offer Resolution at the General Meeting in order for the Tender Offer to proceed.

The Issuer and the Offeror are not under any obligation to accept any tender of the Preference Shares for purchase pursuant to the Tender Offer. Tenders of Preference Shares for purchase may be rejected in the sole discretion of the Offeror for any reason or no reason, and the Offeror is not under any obligation to the Preference Shareholders to furnish any reason or justification for refusing to accept a tender of any Preference Shares for purchase. For example, tenders of Preference Shares for purchase may be rejected if the Tender Offer is terminated, if the Tender Offer does not comply with the relevant requirements of a particular jurisdiction or for any other reason.

Preference Shareholders are advised that the Offeror may, in its sole discretion, accept tenders of Preference Shares pursuant to the Tender Offer on more than one date if the Tender Offer is extended or re-opened.

The failure of any person to receive a copy of this Tender Offer Memorandum, or any announcement made, or notice issued in connection with the Tender Offer, shall not invalidate any aspect of the Tender Offer. No acknowledgement of receipt of any Tender Instruction (Option 1) and/or other documents will be given by the Issuer, the Offeror, the Dealer Managers, the Receiving Agent or the Retail Information Agent.



# GENERAL

## Expected Timetable

The Issuer currently expects the Tender Offer to proceed on the timetable set out in the section of this document headed “*Expected Timetable*”. The provisions of that section are deemed to form part of the terms and conditions of the Tender Offer.

The times and dates set out in the expected timetable are subject to the right of the Issuer to amend, extend, re-open, withdraw and/or terminate the Tender Offer (with the Offeror’s prior consent (as applicable) and subject to applicable law and as provided in this Tender Offer Memorandum) at any time.

## Announcements

Unless stated otherwise, announcements in connection with the Tender Offer will be made by publication through RNS, by the issue of a press release to a Notifying News Service and made available at <https://www.aviva.com/investors/aviva-regulatory-announcements> (subject to the offer and distribution restrictions set out in “*Offer and Distribution Restrictions*”).

Copies of all such announcements, press releases and notices can also be obtained from the Receiving Agent, the contact details for whom are on the last page of this Tender Offer Memorandum. Significant delays may be experienced where notices are distributed to Preference Shareholders by post and Preference Shareholders are urged to contact the Receiving Agent for the relevant announcements relating to the Tender Offer. In addition, only Institutional Investors may contact the Dealer Managers for information using the contact details on the last page of this Tender Offer Memorandum.

The Issuer, may, in its absolute discretion, also give notice by any other means it considers appropriate, including (without limitation) by mailing notices to the registered address of Preference Shareholders appearing in the Preference Share Register, subject to the offer and distribution restrictions set out in “*Offer and Distribution Restrictions*”.

## Amendment, Extension, Withdrawal and Termination

The Issuer may amend, extend, re-open, withdraw, waive any condition of or terminate the Tender Offer at any time (with the Offeror’s prior consent (as applicable) and subject to applicable law and as provided in this Tender Offer Memorandum). Details of any such amendment, extension, re-opening, waiver or termination will be announced as provided in this Tender Offer Memorandum as soon as reasonably practicable after the relevant decision is made. See section headed “*Extension, Amendment, Withdrawal and Termination*”.

## Costs and Expenses

Any charges, costs and expenses incurred by a Preference Shareholder or any Intermediary in connection with the Tender Offer shall be borne by such Preference Shareholder. No brokerage costs will be levied by the Issuer, the Offeror or the Receiving Agent. Preference Shareholders should check whether their broker, custodian or other Intermediary will charge any fees.

## Agreements, Acknowledgements, Representations, Warranties and Undertakings of Preference Shareholders submitting Tender Instructions (Option 1)

By submitting (or arranging the submission on its behalf of) a Tender Instruction (Option 1), Holders of the Preference Shares will make certain agreements, acknowledgements, representations, warranties and undertakings as set out in Annex 1 (*Agreements, Acknowledgements, Representations, Warranties and Undertakings of Preference Shareholders*) to this Tender Offer Memorandum.

The Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent will rely on the truth and accuracy of these agreements, acknowledgements, representations, warranties and undertakings.

## **Governing Law**

The Tender Offer, this Tender Offer Memorandum and each Tender Instruction (Option 1) and any purchase of Preference Shares pursuant to the Tender Offer, and any non-contractual obligations arising out of or in connection with any of the foregoing, shall be governed by and construed in accordance with English law. By submitting a Tender Instruction (Option 1), the relevant Preference Shareholder (including any Beneficial Owner of the Preference Shares, if those Preference Shares are held through an Intermediary) irrevocably and unconditionally agrees for the benefit of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent that the courts of England are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Tender Offer, any Tender Instruction (Option 1) and any sale and purchase of Preference Shares pursuant to the Tender Offer (including any disputes relating to any non-contractual obligations arising out of or in connection therewith) and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.

# PROCEDURES FOR PARTICIPATING IN THE TENDER OFFER AND THE MEETINGS

*Preference Shareholders who need assistance with respect to the procedures for participating in the Tender Offer should contact the Receiving Agent, the contact details for which are on the last page of this Tender Offer Memorandum*

## Summary of action to be taken

The Offeror will only accept tenders of Preference Shares for purchase pursuant to the Tender Offer which are made by way of the submission of valid Tender Instructions (Option 1) in accordance with the procedures set out in this section “*Procedures for Participating in the Tender Offer and the Meetings*”. The submission of a Tender Instruction (Option 1) in the manner provided in this section shall constitute a tender of the Preference Shares.

*Please note: Different procedures apply for the submission of Tender Instructions (Option 1) and Voting Only Options.*

## Tender Instructions (Option 1)

Preference Shareholders who wish to tender their Preference Shares in the Tender Offer should see the section headed “*Tender Instructions (Option 1)*”. Different procedures apply for the submission of Tender Instructions (Option 1) in respect of:

- a) Preference Shares held in certificated form (i.e. outside CREST); and
- b) Preference Shares held in CREST.

Holders of Preference Shares held in certificated form should carefully read the information in the section headed “*Tender Instructions (Option 1) for Preference Shares held in certificated form*”. Holders of Preference Shares held in CREST should carefully read the information in the section headed “*TTE Instruction for Preference Shares held in CREST*”.

## Voting Only Options

Preference Shareholders who do not wish to tender their Preference Shares in the Tender Offer but who wish to vote at the Meetings should see the section headed “*Voting Only Options*”.

## Tender Instructions (Option 1) and Voting Only Options

### Tender Instructions (Option 1)

To tender Preference Shares for purchase pursuant to the Tender Offer, a Preference Shareholder should ensure that they submit (or arrange for the submission on their behalf of) a valid Tender Instruction (Option 1) so that it is received by the Receiving Agent by no later than the Relevant Expiration Deadline.

Where a Preference Shareholder holds both 7.875% Preference Shares and 8.875% Preference Shares, they will receive two Proxy Instruction Forms in respect of their 7.875% Preference Shares and 8.875% Preference Shares. If they wish to Tender your Preference Shares, they will be required to submit separate Tender Instructions (Option 1) in respect of the 7.875% Preference Shares and 8.875% Preference Shares that they hold. For the avoidance of doubt, there will not be separate resolutions at the Meetings in respect of 7.875% Preference Shares and 8.875% Preference Shares, and the voting outcomes will apply to both series equally.

**Only CREST Participants or Certificated Holders may submit Tender Instructions (Option 1).** Each Preference Shareholder who is not a CREST Participant or a Certificated Holder must arrange for the CREST Participant or Certificated Holder through which it holds its Preference Shares to submit a valid Tender Instruction (Option 1) on their behalf. Accordingly, Preference Shareholders are urged to contact their CREST Participant, Certificated Holder or other Intermediary through which they hold their Preference Shares as a matter of urgency, to determine when such CREST Participant, Certificated Holder or other Intermediary will require instructions from the Preference Shareholder in order to ensure that the Tender Instruction (Option 1) can be submitted by the Relevant Expiration Deadline. **The deadlines for the submission of instructions to such CREST Participant, Certificated Holder or other Intermediary will be before the Relevant Expiration Deadline.**

CREST Participants may submit one or more Tender Instructions (Option 1), each in respect of the relevant Preference Shares that are being tendered for purchase pursuant to the Tender Offer through such Tender Instruction (Option 1). A Certificated Holder holding its Preference Shares in certificated form may only submit one Tender Instruction (Option 1) in respect of all of its Preference Shares that are being tendered for purchase pursuant to the Tender Offer.

A separate Tender Instruction (Option 1) should be submitted in respect of each Certificated Holder or CREST Participant.

To tender Preference Shares for purchase pursuant to the Tender Offer, a Preference Shareholder should, by no later than the Institutional Expiration Deadline in the case of Institutional Investors and the Retail Expiration Deadline in the case of Retail Investors:

- a) where such Preference Shares are held **in certificated form**, deliver, or arrange to have delivered on its behalf, to the Receiving Agent (for receipt by the Receiving Agent by no later than the Relevant Expiration Deadline):
  - i. a valid, completed, signed and witnessed Proxy Instruction Form, in each case selecting 'Option 1'; and
  - ii. the certificate or certificates for the Preference Shares which are the subject of such Proxy Instruction Form (or, if the Certificated Holder cannot locate such certificate(s), a duly completed and signed Letter of Indemnity in the form obtainable from the Receiving Agent upon request); or
- b) where such Preference Shares are **held in CREST**, send (or, in the case of a Preference Shareholder who is not a CREST Participant, procure that their CREST Participant sends) a TTE Instruction to Euroclear, which must be properly authenticated in accordance with Euroclear's specifications, containing the relevant information set out in the section headed "*Tender Instructions (Option 1) - TTE Instruction, for Preference Shares held in CREST*", and settled before the Relevant Expiration Deadline.

The submission by or on behalf of a Preference Shareholder of a Tender Instruction (Option 1) pursuant to the Tender Offer will also constitute such Preference Shareholder's instructions to appoint the Chair as such Preference Shareholder's proxy to attend the Meetings and vote in respect of such tendered Preference Shares in favour of the Advisory Vote Resolution and the Cancellation Resolution. No other action in connection with the Meetings is required, or should be taken, by Preference Shareholders in respect of any Preference Shares they tender in the Tender Offer.

It will not be possible to submit a Tender Instruction (Option 1) without, at the same time, giving such instructions appointing the Chair as such Preference Shareholder's proxy to vote in favour of the Advisory Vote Resolution and the Cancellation Resolution at the Meetings.

## **A. Tender Instructions (Option 1) for Preference Shares held in certificated form**

All Certificated Holders will receive a hard copy Proxy Instruction Form.

The Proxy Instruction Form available to Certificated Holders will allow such Certificated Holders, subject to the applicable offer and distribution restrictions set out in the section headed "*Offer and Distribution Restrictions*", to tender some or all of their Preference Shares. Where a Certificated Holder completes a Proxy Instruction Form selecting 'Option 1' in respect of some or all of their Preference Shares, such Proxy Instruction Form shall represent a Tender Instruction (Option 1).

For Preference Shares held in certificated form, only Certificated Holders may submit a Proxy Instruction Form. Any Preference Shareholder who is not a Certificated Holder should contact the Certificated Holder or Intermediary through which it holds its Preference Shares as a matter of urgency, to arrange for a Tender Instruction (Option 1) to be submitted on its behalf.

In addition to completing (including signing and having such signature witnessed where the Proxy Instruction Form is not completed online) and delivering, or arranging to have delivered on its behalf, a Proxy Instruction Form on which the Certificated Holder selects 'Option 1' for receipt by the Receiving Agent by the Relevant Expiration Deadline, Certificated Holders holding Preference Shares in certificated form must also deliver to the Receiving Agent in the pre-paid envelope provided for such purpose addressed to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6AH, together with such Proxy Instruction Form, the certificate or certificates for the Preference Shares which are the subject of such Proxy Instruction Form.

Such Certificated Holders will also be required to provide certain additional information, all as set out in the Proxy Instruction Form.

Certificated Holders who have lost their certificate(s) should contact the Receiving Agent (the contact details for which are set out directly below) requesting that the Receiving Agent send the relevant Certificated Holder a letter of indemnity (the **“Letter of Indemnity”**). The Letter of Indemnity should be completed and signed by such Certificated Holder in accordance with the instructions provided by the Receiving Agent and set out in the Letter of Indemnity and lodged with the Receiving Agent in support of the relevant Certificated Holder Proxy Instruction Form. The completed Letter of Indemnity must be received by the Receiving Agent before the Relevant Expiration Deadline at the following address: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6AH. The Receiving Agent will notify the relevant Certificated Holder of any applicable certificate replacement fee to be paid by such Certificated Holder. A Letter of Indemnity will only be accepted in lieu of certificates at the sole discretion of the Offeror.

The contact details of the Receiving Agent for the purposes of obtaining a Letter of Indemnity are: 0371 495 0105 (if calling from within the UK) and +44 117 378 8361 (if calling from outside the UK).

Lines are open from 8.30am to 5.30pm (UK time) Monday to Friday (excluding public holidays in England and Wales). Calls from within the UK will be charged at the standard geographic rate and will vary by provider. Calls from outside the UK will be charged at the applicable international rate. Please note that calls may be monitored for security and training purposes. Please note that the Receiving Agent and Registrar cannot provide advice on the merits of the Tender Offer or the Cancellation nor give any financial, legal or tax advice.

A Tender Instruction (Option 1) for Preference Shares held in certificated form will not be valid unless or until the certificate(s) in respect of Preference Shares to which such Tender Instruction (Option 1) relates, or a duly completed and signed Letter of Indemnity (if accepted by the Offeror in its sole discretion in lieu thereof), have been received by the Receiving Agent to the address set out above.

Certificated Holders are urged to ensure that, where any documents are posted to the Receiving Agent, they allow sufficient time to ensure receipt of such documents by the Receiving Agent by the relevant deadline. All documentation sent to or from a Certificated Holder is sent at the Certificated Holder's own risk.

Once the Preference Share certificate has been sent to the Receiving Agent, the relevant Preference Shareholder will not be able to access or transfer the Preference Shares concerned (other than pursuant to the Tender Offer) for any transaction or charging purposes unless the Tender Offer is terminated or the relevant Tender Instruction (Option 1) is revoked (in the limited circumstances in which such revocation is permitted as described in *“Extension, Amendment, Withdrawal and Termination”* in this Tender Offer Memorandum).

If the Issuer announces that Preference Shares have been validly tendered for purchase by the Offeror pursuant to the Tender Offer, the relevant Preference Shares will be transferred to or to the order of the Offeror. Any Preference Shares purchased by the Offeror pursuant to the Tender Offer will immediately be acquired by the Issuer pursuant to the Tender Offer Agreement entered into between the Issuer, Aviva and the Offeror, and will subsequently be cancelled by the Issuer as soon as reasonably practicable following the acquisition.

Agreements, Acknowledgements, Representations, Warranties and Undertakings of Preference Shareholders submitting a valid Tender Instruction (Option 1)

By completing and returning or submitting a valid Proxy Instruction Form having selected ‘Option 1’ in respect of certain Preference Shares, the Certificated Holder and (if different) the Preference Shareholder on whose behalf such Proxy Instruction Form is submitted shall make the agreements, acknowledgements, representations, warranties and undertakings set out in Part A of Annex 1 (*Agreements, Acknowledgements, Representations, Warranties and Undertakings of Preference Shareholders*) to this Tender Offer Memorandum at the time of submission of the Proxy Instruction Form, the Relevant Expiration Deadline and the time of settlement on the Tender Offer Settlement Date.

If a Retail Investor is unable to make such agreements, acknowledgements, representations, warranties and undertakings, such Retail Investor should contact the Receiving Agent urgently. The contact details for the Receiving Agent are set out at the end of this Tender Offer Memorandum.

If an Institutional Investor is unable to make such agreements, acknowledgements, representations, warranties and undertakings, such Institutional Investor should contact the Dealer Managers urgently. The contact details for the Dealer Managers are set out at the end of this Tender Offer Memorandum.

## B. TTE Instruction for Preference Shares held in CREST

For Preference Shares held in CREST, only CREST Participants may submit TTE Instruction. Any Preference Shareholder who is not itself a CREST Participant should contact the CREST Participant or Intermediary through which it holds its Preference Shares as a matter of urgency, to arrange for a Tender Instruction (Option 1) to be submitted on its behalf.

All CREST Participants will receive a hard copy Proxy Instruction Form directing them to tender their Preference Shares through CREST via TTE Instruction.

Holders of Preference Shares held in CREST must complete the following procedures by no later than the Relevant Expiration Deadline. Each such Preference Shareholder who is not itself a CREST Participant must arrange for the CREST Participant through which it holds such Preference Shares to submit a valid TTE Instruction on its behalf by the deadlines set by CREST. Such Preference Shareholder should contact the Intermediary through which it holds its Preference Shares in order to arrange the submission of a TTE Instruction.

To participate in the Tender Offer, CREST Participants should arrange for a transfer to escrow instruction (“**TTE Instruction**”) in respect of the relevant Preference Shares being tendered for purchase, specifying the Receiving Agent (in its capacity as a CREST Participant under its participant ID) as the escrow agent to whom such Preference Shares should be transferred so that the transfer to escrow settles by no later than the Relevant Expiration Deadline. Any TTE Instruction will not be valid unless and until the TTE Instruction has settled.

The TTE Instruction must be properly authenticated in accordance with Euroclear’s specifications and must contain, in addition to the other information which is required for a TTE Instruction to settle in CREST, the following details:

- a) the number of Preference Shares to be transferred to an escrow balance (and therefore to be tendered pursuant to the Tender Offer);
- b) the Preference Shareholder’s member account ID;
- c) the Preference Shareholder’s participant ID;
- d) the corporate action ISIN number, participant ID and member account ID of the Receiving Agent in its capacity as a CREST Participant, which are set out as follows:

### 7.875% Preference Shares

ISIN Number	Participant ID	Member Account ID
GB0003692513	3RA39	TENDGPR4

### 8.875% Preference Shares

ISIN Number	Participant ID	Member Account ID
GB0003692737	3RA24	TENDGPR3

- e) the intended settlement date. This should be as soon as possible and in any event not later than the Relevant Expiration Deadline;
- f) the corporate action number for the Tender Offer. This is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST;
- g) input with standard TTE Instruction of priority of at least 80; and
- h) a contact name and daytime telephone number in the event of queries. This should be included in the shared note field of such Preference Shareholder’s TTE Instruction.

After settlement of the relevant TTE Instruction, the relevant Preference Shareholder will not be able to access or transfer the Preference Shares concerned (other than in accordance with the Tender Offer) for any transaction or charging purposes unless the Tender Offer is terminated or the relevant TTE Instruction is revoked (in the limited circumstances in which such revocation is permitted as described in “*Extension, Amendment, Withdrawal and Termination*” in this Tender Offer Memorandum).

If the Issuer announces that Preference Shares have been validly tendered for purchase by the Offeror pursuant to the Tender Offer, the Receiving Agent (in its capacity as escrow agent) will transfer the relevant Preference Shares concerned to or to the order of the Offeror. Any Preference Shares purchased by the Offeror pursuant to the Tender Offer will immediately be acquired by the Issuer pursuant to the Tender Offer Agreement entered into between the Issuer, Aviva and the Offeror, and will subsequently be cancelled by the Issuer as soon as reasonably practicable following the acquisition.

Preference Shareholders are recommended to refer to the CREST Manual for further information on the CREST procedures outlined above. Holders of Preference Shares in CREST should note that normal system timings and limitations will apply in connection with a TTE Instruction given in respect of the Tender Offer. Preference Shareholders are referred to the sections of the CREST Manual concerning practical limitations of the CREST system and timings.

#### **Agreements, Acknowledgements, Representations, Warranties and Undertakings of Preference Shareholders submitting a valid TTE Instruction**

By submitting a valid TTE Instruction, the CREST Participant and (if different) the Preference Shareholder on whose behalf such TTE Instruction is submitted shall make the agreements, acknowledgements, representations, warranties and undertakings set out in Part B of Annex 1 (*Agreements, Acknowledgements, Representations, Warranties and Undertakings of Preference Shareholders*) to this Tender Offer Memorandum at the time of submission of the TTE Instruction, the Relevant Expiration Deadline and the time of settlement on the Tender Offer Settlement Date.

If a Retail Investor is unable to make such agreements, acknowledgements, representations, warranties and undertakings, such Retail Investor should contact the Receiving Agent urgently. The contact details for the Receiving Agent are set out at the end of this Tender Offer Memorandum.

If an Institutional Investor is unable to make such agreements, acknowledgements, representations, warranties and undertakings, such Institutional Investor should contact the Dealer Managers urgently. The contact details for the Dealer Managers are set out at the end of this Tender Offer Memorandum.

#### **Voting Only Options**

Preference Shareholders who do not wish to tender all (if any) of their Preference Shares in the Tender Offer may instead, in respect of those Preference Shares not tendered in the Tender Offer, if they wish, make separate arrangements to vote at the Meetings by attending, or submitting, or arranging the submission on their behalf of a Voting Only Instruction (Option 2) to be eligible for the Voting Fee (if the Advisory Vote Resolution and the Capital Reduction Resolutions are passed and the Cancellation is implemented) or otherwise Voting Only Instruction (Option 3), in each case, to be received by the Receiving Agent by the Proxy Deadline. Please refer to Questions 20 and 25 of the section of this document headed “*Questions and Answers about the Tender Offer and the Resolutions*” for further information on attending the Meetings.

**Only Certificated Holders and CREST Participants may submit a Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3). Any Preference Shareholder who is not itself a Certificated Holder or a CREST Participant should contact the Certificated Holder or CREST Participant (or other Intermediary) through which it holds its Preference Shares as a matter of urgency, if they wish to arrange for Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) to be submitted on its behalf.**

In order to submit a Voting Only Instruction (Option 2), Preference Shareholders must send to the Receiving Agent a duly completed and signed Proxy Instruction Form selecting ‘Option 2’, in the manner described in this section by no later than the Proxy Deadline.

In order to submit a Voting Only Instruction (Option 3), Preference Shareholders must send to the Receiving Agent, a duly completed and signed Proxy Instruction Form selecting ‘Option 3’, in the manner described in this section by no later than the Proxy Deadline.

A Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) should be delivered to the Receiving Agent by post addressed to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6AH in the pre-paid envelope provided by the Receiving Agent for such purpose.

As further described in Question 22 of the section of this document headed “*Questions and Answers about the Tender Offer and the Resolutions*”, only one option can be selected for each Preference Share held, but Preference Shareholders who hold more than one Preference Share do not have to choose the same option for all their Preference Shares.

CREST Participants can also make a Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) through the CREST system without returning a Proxy Instruction Form.

## DESCRIPTION OF THE PROXY INSTRUCTION FORMS TO BE USED FOR TENDER INSTRUCTIONS (OPTION 1) (OUTSIDE CREST) AND VOTING ONLY OPTIONS

All Certificated Holders will receive, or may request from the Receiving Agent, a Proxy Instruction Form. The Proxy Instruction Form available to Certificated Holders is different from the Proxy Instruction Form available to CREST Participants, as further discussed in this section.

### Proxy Instruction Form for Preference Shares held in certificated form (outside CREST)

The Proxy Instruction Form available to Certificated Holders will allow such Certificated Holders to select from three options for participating in the Tender Offer and/or the Meetings. These options are more fully discussed in Question 21 of the section of this document headed *“Questions and Answers about the Tender Offer and the Resolutions”*, and can be summarised as follows:

- **‘Option 1’ – Tender Instruction (Option 1) – tender Preference Shares and vote in favour of the Advisory Vote Resolution and the Cancellation Resolution:** tender such Holder’s Preference Shares and appoint the Chair as proxy to vote in favour of the Advisory Vote Resolution and the Cancellation Resolution.
- **‘Option 2’ – Voting Only Instruction (Option 2) – appoint Chair as proxy:** appoint the Chair as proxy to attend the Meetings and vote on the Advisory Vote Resolution and the Cancellation Resolution in accordance with such Preference Shareholders’ instructions, but without tendering their Preference Shares.
- **‘Option 3’ – Voting Only Instruction (Option 3) – appoint a different proxy or appoint Chair as proxy to attend only:** appoint a proxy other than the Chair to attend the Meetings and/or vote on the Advisory Vote Resolution and the Cancellation Resolution or appoint the Chair as proxy to attend the Meetings but withhold its vote, but, in each case, without tendering their Preference Shares. A vote withheld is not a vote in law and will not be counted in the calculation of the proportion of votes for and against the Advisory Vote Resolution or the Cancellation Resolution.

Where a Certificated Holder selects ‘Option 1’ to apply to some or all of their Preference Shares, such Proxy Instruction Form shall represent a Tender Instruction (Option 1) in respect of the Preference Shares for which ‘Option 1’ is selected.

Where a Certificated Holder selects ‘Option 2’ to apply to some or all of their Preference Shares, such Proxy Instruction Form shall represent a Voting Only Instruction (Option 2) in respect of the Preference Shares for which ‘Option 2’ is selected.

Where a Certificated Holder selects ‘Option 3’ to apply to some or all of their Preference Shares, such Proxy Instruction Form shall represent a Voting Only Instruction (Option 3) in respect of the Preference Shares for which ‘Option 3’ is selected.

As further described in Question 22 of the section of this document headed *“Questions and Answers about the Tender Offer and the Resolutions”*, only one option can be selected for each Preference Share held, but Preference Shareholders who hold more than one Preference Share may choose different options for one or more of their Preference Shares.

**A Certificated Holder may return or submit a Proxy Instruction Form representing instructions from more than one Beneficial Owner of Preference Shares for whom it holds those Preference Shares.** If a Certificated Holder validly selects ‘Option 1’ for some of its Preference Shares, ‘Option 2’ for some other of its Preference Shares and/or ‘Option 3’ for other Preference Shares held by it, the Proxy Instruction Form will represent a Tender Instruction (Option 1) (in respect of the Preference Shares for which ‘Option 1’ is selected), a Voting Only Instruction (Option 2) (in respect of the Preference Shares for which ‘Option 2’ is selected) and a Voting Only Instruction (Option 3) (in respect of the Preference Shares for which ‘Option 3’ is selected).

### Proxy Instruction Form for Preference Shares held in CREST

The Proxy Instruction Form available to CREST Participants through the CREST system will allow such CREST Participants, on behalf of the Beneficial Owners of the relevant Preference Shares, to select from two options for participating in the Meetings only. These options are more fully discussed in Question 21 of the section of this document headed *“Questions and Answers about the Tender Offer and the Resolutions”*, and can be summarised as follows:

- **‘Option 2’ – Voting Only Instruction (Option 2) – appoint Chair as proxy:** appoint the Chair as proxy to attend the Meetings and vote on the Advisory Vote Resolution and the Cancellation Resolution in accordance with such Preference Shareholders’ instructions, but without tendering their Preference Shares.



- **‘Option 3’ - Voting Only Instruction (Option 3) - appoint a different proxy or appoint Chair as proxy to attend only:** appoint a proxy other than the Chair to attend the Meetings and/or vote on the Advisory Vote Resolution and the Cancellation Resolution or appoint the Chair as proxy to attend the Meetings but withhold its vote, but, in each case, without tendering their Preference Shares. A vote withheld is not a vote in law and will not be counted in the calculation of the proportion of votes for and against the Advisory Vote Resolution or the Cancellation Resolution.

**CREST Participants cannot specify ‘Option 1’ in their Proxy Instruction Form, since Preference Shares held in CREST can only be tendered in the Tender Offer by way of a TTE Instruction settled in CREST (see section headed “*Tender Instructions (Option 1) - TTE Instructions for Preference Shares held in CREST*”).**

Where a CREST Participant submits a Proxy Instruction Form, it shall specify ‘Option 2’ and/or ‘Option 3’. Where it specifies ‘Option 2’, it shall represent a Voting Only Instruction (Option 2), appointing the Chair as its proxy to vote on the Advisory Vote Resolution **and** the Cancellation Resolution. Where it specifies ‘Option 3’ it shall represent a Voting Only Instruction (Option 3) appointing someone other than the Chair as its proxy to attend the Meetings and/or vote on the Advisory Vote Resolution **and** the Cancellation Resolution or appoint the Chair as proxy to attend the Meetings but withhold its vote.

As further described in Question 22 of the section of this document headed “*Questions and Answers about the Tender Offer and the Resolutions*”, only one option can be selected for each Preference Share held, but Preference Shareholders who hold more than one Preference Share do not have to choose the same option for all their Preference Shares. In addition, a CREST Participant may submit a Proxy Instruction Form representing instructions from more than one Beneficial Owner of Preference Shares for whom it holds those Preference Shares.

CREST Participants can also make a Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) through the CREST system without returning a Proxy Instruction Form.

## GENERAL

**Preference Shareholders may not submit both a Tender Instruction (Option 1) and a Voting Only Instruction (Option 2) or Voting Only Instruction (Option 3) in respect of the same Preference Share. See Question 22 in the section of this document headed “*Questions and Answers about the Tender Offer and the Resolutions*” for further information.**

### Irrevocability

The submission of a valid Tender Instruction (Option 1) in accordance with the procedures set out in this section “*Procedures for Participating in the Tender Offer and the Meetings*” will be irrevocable (except in the limited circumstances described in the section “*Extension, Amendment, Withdrawal and Termination - Revocation Rights*” in this Tender Offer Memorandum).

### Irregularities

All questions as to the validity, form, eligibility and valid revocation (including times of receipt) of any Tender Instruction (Option 1) will be determined by the Offeror in its sole and absolute discretion, which determination shall be final and binding.

The Offeror reserves the absolute right to reject any and all Tender Instructions (Option 1) or revocation instructions not in proper form or for which any corresponding agreement by the Offeror to accept would, in the opinion of the Offeror and its relevant legal advisers, be unlawful. The Offeror also reserves the absolute right to waive any defects, irregularities or delay in the submission of any and all Tender Instructions (Option 1) or revocation instructions. The Offeror also reserves the absolute right to waive any such defect, irregularity or delay in respect of a particular tender of Preference Shares, whether or not the Offeror elects to waive similar defects, irregularities or any delay in respect of other tenders of Preference Shares.

Any defect, irregularity or delay must be rectified within such time as the Offeror determines, unless waived by it. Tender Instructions (Option 1) will be deemed not to have been made until such defects, irregularities or delays have been rectified or waived. None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates shall be under any duty to give notice to a Preference Shareholder of any defects, irregularities or delays in any Tender Instruction (Option 1) or revocation instruction nor shall any of them incur any liability for failure to give such notice.

**None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates, accepts any responsibility for failure of delivery of any Tender Instruction (Option 1), revocation instruction or other notice or communication. Any determination made by the Offeror in good faith in respect of any Tender Instruction (Option 1), revocation instruction or other notice or communication shall, in the absence of manifest error, be final and binding.**

See the Advisory Vote Circular for further information relating to the Voting Only Instruction (Option 2) and Voting Only Instruction (Option 3).

# EXTENSION, AMENDMENT, WITHDRAWAL AND TERMINATION

## Extension, Amendment, Withdrawal and Termination

Notwithstanding any other provision of the Tender Offer, the Issuer may, subject to applicable laws, at its option and with the prior consent of the Offeror (as applicable), at any time before any announcement of acceptance by it of the Preference Shares tendered for purchase in the Tender Offer:

- a) extend either the Relevant Expiration Deadline for, or re-open, the Tender Offer (in which case all references in this Tender Offer Memorandum to **“Expiration Deadline”** shall, unless the context otherwise requires, be to the latest time and date to which the Relevant Expiration Deadline has been so extended or re-opened);
- b) otherwise extend, re-open or amend the Tender Offer in any respect (including, but not limited to, any increase, decrease, extension, re-opening or amendment, as applicable, of the Tender Offer, any of the amounts due to Preference Shareholders pursuant to the Tender Offer, the Relevant Expiration Deadline and/or the Tender Offer Settlement Date);
- c) delay the acceptance of Tender Instructions (Option 1) or purchase of Preference Shares validly tendered in the Tender Offer until satisfaction or waiver of the conditions to the Tender Offer, even if the Tender Offer has expired; or
- d) withdraw or terminate the Tender Offer, including where the Advisory Vote Resolution and the Capital Reduction Resolutions are passed, and with respect to Tender Instructions (Option 1) submitted before the time of such withdrawal or termination.

The Issuer also reserves the right at any time with the prior consent of the Offeror to waive any or all of the conditions of the Tender Offer as set out in this Tender Offer Memorandum.

The Issuer will ensure Preference Shareholders are notified of any such amendment, extension, withdrawal or termination as soon as is reasonably practicable after any such decision is made. To the extent a decision is made to waive any condition of the Tender Offer generally, as opposed to in respect of certain tenders of Preference Shares for purchase only, such decision will also be announced as soon as is reasonably practicable after it is made.

A Preference Shareholder who has tendered its Preference Shares may not validly amend the terms of the tender as specified in the relevant Tender Instruction (Option 1), without the prior written consent of the Offeror.

In the event the Tender Offer is withdrawn or terminated, notwithstanding the irrevocability of all Tender Instructions (Option 1), all relevant Tender Instructions (Option 1) in respect of the Preference Shares will be deemed to be revoked automatically.

## Revocation Rights

### Tender Instructions (Option 1)

If, at any time on or prior to the applicable Tender Offer Settlement Date, the Issuer amends the Tender Offer in any way (including by way of the making of any announcement, or the issue of any supplement or other form of update to this Tender Offer Memorandum in which any material development is disclosed) that, in the opinion of the Issuer, is materially prejudicial to the interests of Preference Shareholders that have already submitted Tender Instructions (Option 1) in the Tender Offer before the announcement of such amendment (which announcement shall notify the Preference Shareholders that the revocation rights described in this paragraph shall apply), then such Tender Instructions (Option 1) may be revoked at any time from the date and time of the announcement of such amendment until 1.00pm (UK time) on the 7th Business Day following such announcement (subject to the earlier deadline required by CREST and/or any other Intermediary through which Preference Shareholders hold their Preference Shares).

If, in such circumstances, any Preference Shareholder elects to revoke its Tender Instruction (Option 1), then such Preference Shares shall not be purchased pursuant to the Tender Offer.

For the avoidance of doubt, any extension or re-opening of the Tender Offer (including any amendment in relation to the Relevant Expiration Deadline and/or Tender Offer Settlement Date) in accordance with the terms of the Tender Offer as described in this section “*Extension, Amendment, Withdrawal and Termination*” shall not be considered materially prejudicial to the interests of Preference Shareholders that have submitted Tender Instructions (Option 1) (provided that the Tender Offer Settlement Date as so extended or re-opened occurs by no later than 60 days after the originally scheduled Tender Offer Settlement Date).

Holders of the Preference Shares wishing to exercise any right of revocation in respect of the Tender Offer as set out above should do so as follows:

- a) **in the case of Preference Shares in certificated form**, by procuring the delivery by the relevant Certificated Holder to the Receiving Agent of a valid revocation instruction, being a written correspondence in which the relevant Preference Shareholder states that it wishes to exercise its right of revocation and provides details of the relevant Preference Shareholder, the relevant Proxy Instruction Form and the Preference Shares to which the original Proxy Instruction Form relates; and
- b) **in the case of Preference Shares held in CREST**, by procuring that the relevant CREST Participant sends a valid electronic “**ESA Instruction**”, which ESA Instruction must, to be valid, specify the Preference Shares to which the original TTE Instruction related, the Preference Shareholder’s member account ID, the Preference Shareholder’s participant ID, the intended settlement date, the corporate action number for the Tender Offer, input with standard delivery instruction priority of at least 80, and specify any other information required by CREST and/or by the Receiving Agent.

**Preference Shareholders that are not themselves Certificated Holders or CREST Participants are advised to check with the Certificated Holder, CREST Participant or other Intermediary through which they hold their Preference Shares when such person needs to receive instructions to revoke a Tender Instruction (Option 1) in order to meet the above deadline.**

For the avoidance of doubt, any Preference Shareholder who does not exercise any such right of revocation in the circumstances and in the manner specified above, shall be deemed to have waived such right of revocation and its original Tender Instruction (Option 1) will remain effective.

## **Effect of Amendment**

Any Tender Instruction (Option 1) submitted prior to an amendment to the terms of the Tender Offer or any other development which is either not (in the sole opinion of the Offeror) materially prejudicial to Preference Shareholders that have already submitted Tender Instructions (Option 1) for the Tender Offer or in relation to which Preference Shareholders have not exercised any available revocation rights, will continue to be valid and binding following any amendment to the Tender Offer (and any such Tender Instruction (Option 1) shall be deemed to have been made on the terms of the Tender Offer as so amended, and any purchase in respect of Preference Shares which are the subject of such Tender Instruction (Option 1) shall be deemed to have been entered into on the terms of such amended Tender Offer).

# DEALER MANAGERS, OFFEROR, RECEIVING AGENT AND RETAIL INFORMATION AGENT

The Issuer has retained Jefferies International Limited and Lloyds Bank Corporate Markets plc to act as dealer managers in respect of Institutional Investors only for the Tender Offer, Jefferies International Limited to act as Offeror for the Tender Offer, Computershare Investor Services PLC to act as receiving agent for the Tender Offer and D. F. King Limited to act as retail information agent in respect of intermediaries or advisers acting on behalf of Retail Investors for the Tender Offer. The Issuer has entered into a Dealer Manager Agreement with the Dealer Managers, a Tender Offer Agreement with the Offeror, an engagement letter with the Receiving Agent and an engagement letter with the Retail Information Agent, which contain certain provisions regarding payment of fees, expense reimbursement and other arrangements relating to the Tender Offer.

For the purposes of the settlement of the Tender Offer on the Tender Offer Settlement Date, the Tender Offer Consideration for each Preference Shareholder in respect of the Preference Shares validly tendered and accepted for purchase by the Offeror will be calculated by the Receiving Agent on behalf of the Offeror. Similarly, for the purposes of the Cancellation on the Cancellation Date, if the Advisory Vote Resolution and the Capital Reduction Resolutions are passed and the Cancellation is implemented, the Cancellation Amount for each Preference Shareholder will be calculated by the Receiving Agent on behalf of the Issuer. In addition, in the event the Advisory Vote Resolution and the Capital Reduction Resolutions are passed and the Cancellation is implemented, the Voting Fee for each eligible Preference Shareholder in respect of Preference Shares the subject of a valid Tender Instruction (Option 1) or valid Voting Only Instruction (Option 2) will be calculated by the Receiving Agent on behalf of the Issuer. Such calculations will, absent manifest error, be conclusive and binding on the Issuer, the Offeror and the Preference Shareholders.

The Dealer Managers and their Affiliates may, subject to applicable offer and distribution restrictions, contact Institutional Investors regarding the Tender Offer and may request brokerage houses, custodians, nominees, fiduciaries and others to forward this Tender Offer Memorandum and related materials to Preference Shareholders.

Either of the Dealer Managers and their respective Affiliates have provided and may in the future continue to provide certain investment banking services to the Issuer for which they have received and will receive compensation that is customary for services of such nature. Each of the Dealer Managers is involved in a wide range of commercial banking, investment banking and other activities out of which conflicting interests or duties may arise. Such activities and conflicts may include, without limitation, the exercise of voting power, the purchase and sale of securities, the provision of financial advisory services and the exercise of creditor rights. The Dealer Managers and their respective Affiliates may have a holding in, or may from time to time provide advice or other investment services in relation to, or engage in transactions involving, the Preference Shares. The Dealer Managers, their subsidiaries and their respective Affiliates, in connection with their other business activities, may also possess or acquire material information about the Preference Shares. None of the Dealer Managers nor any of their subsidiaries or respective Affiliates has any obligation to disclose any such information. The Dealer Managers, their subsidiaries and their respective Affiliates may engage in any such activities without regard to the Preference Shares or the effect that such activities may directly or indirectly have on any of the Preference Shares. Each Dealer Manager may (i) submit Tender Instructions (Option 1) for its own account and (ii) submit Tender Instructions (Option 1) (subject to the offer and distribution restrictions set out in *“Offer and Distribution Restrictions”*) on behalf of Preference Shareholders.

The Dealer Managers are acting exclusively for the Issuer, and no one else in connection with the arrangements described in this Tender Offer Memorandum and will not be responsible to anyone other than the Issuer for providing the protections afforded to customers of the Dealer Managers, or for advising any other person in connection with the arrangements described in this Tender Offer Memorandum. In addition, the Dealer Managers are acting as dealer managers and solicitation agents in respect of the Tender Offer to Institutional Investors only and have no role or responsibility in respect of the Tender Offer, the Advisory Vote Meeting or the General Meeting to Retail Investors. The Offeror is acting as principal, and not as agent, nominee or trustee of the Issuer, in connection with the Tender Offer.

The Retail Information Agent may, subject to applicable offer and distribution restrictions, contact Retail Investors regarding the Tender Offer and may request brokerage houses, custodians, nominees, fiduciaries and others to forward this Tender Offer Memorandum and related materials to Retail Investors. Any Intermediary or adviser that represents

Retail Investors can contact the Retail Information Agent with questions concerning the Tender Offer or to request receipt of the Tender Offer Memorandum.

The Receiving Agent may, subject to applicable offer and distribution restrictions, contact the Preference Shareholders regarding the Tender Offer and may request brokerage houses, custodians, nominees, fiduciaries and others to forward this Tender Offer Memorandum and related materials to the Preference Shareholders. Any Intermediary or adviser that represents the Preference Shareholders can contact the Receiving Agent with questions concerning the Tender Offer or to request receipt of the Tender Offer Memorandum.

Preference Shareholders should consult their own tax, accounting, financial, legal and other advisers regarding the suitability to themselves of the tax, accounting, financial, legal or other consequences of participating in, or electing not to participate in, the Tender Offer or of voting for or against, or taking no action in respect of, the Advisory Vote Resolution or the Cancellation Resolution.

None of the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent nor any of their respective Affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Tender Offer, the Issuer, or the Preference Shares contained in this Tender Offer Memorandum or for any failure by the Issuer to disclose events that may have occurred and may affect the significance or accuracy of such information.

None of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates, is acting for any Preference Shareholder, nor will they be responsible to any Preference Shareholder for providing any protections which would be afforded to their clients or for providing advice in relation to the Tender Offer, the Advisory Vote Resolution and/or the Cancellation Resolution and accordingly none of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates makes any representation or recommendation whatsoever regarding the Tender Offer, the Advisory Vote Resolution and/or the Cancellation Resolution, nor do they express any view on the merits and risks of the Tender Offer and/or the Cancellation or make any recommendation as to whether Preference Shareholders should tender Preference Shares in the Tender Offer or vote for or against the Advisory Vote Resolution or the Cancellation Resolution.

The Receiving Agent and the Retail Information Agent are agents of the Issuer and owe no duty to any Preference Shareholder.

# OFFER AND DISTRIBUTION RESTRICTIONS

*This Tender Offer Memorandum does not constitute an invitation to participate in the Tender Offer in any jurisdiction in which, or to any person to or from whom, it is unlawful to make such invitation or for there to be such participation under applicable securities laws. The distribution of this Tender Offer Memorandum in certain jurisdictions may be restricted by law. Persons into whose possession this Tender Offer Memorandum comes are required by each of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent to inform themselves about, and to observe, any such restrictions.*

*Preference Shareholders who believe they are unable to participate in the Tender Offer due to the offer and distribution restrictions set out in this section are urged to contact the Retail Information Agent (in the case of intermediaries acting on behalf of Retail Investors) or the Dealer Managers (in the case of Institutional Investors) as a matter of priority.*

## United States

The Tender Offer is not being made, and will not be made to (or for the account or benefit of) U.S. persons (as defined in Regulation S under the Securities Act) or directly or indirectly in or into, or by use of the mails of, or exchange of, the United States. This includes, but is not limited to, facsimile transmission, electronic mail, telex, telephone, the internet and other forms of electronic communication. The Preference Shares may not be tendered in the Tender Offer by any such use, means, instrumentality or facility from or within the United States or by U.S. persons or by persons located or resident in the United States as defined in Regulation S of the U.S. Securities Act of 1933, as amended (the **"Securities Act"**). Accordingly, copies of this Tender Offer Memorandum and any other documents or materials relating to the Tender Offer are not being, and must not be, directly or indirectly mailed or otherwise transmitted, distributed or forwarded (including, without limitation, by custodians, nominees or trustees) in or into the United States or to any persons located or resident in the United States or to U.S. persons. Any purported tender of Preference Shares in the Tender Offer resulting directly or indirectly from a violation of these restrictions will be invalid and any purported tender of Preference Shares made by a U.S. person or by a person located in the United States or any agent, fiduciary or other intermediary acting on a non-discretionary basis for a principal that is a U.S. person or that is giving instructions from within the United States will be invalid and will not be accepted.

This Tender Offer Memorandum is not an offer of securities for sale in the United States or to U.S. persons (as defined in Regulation S under the Securities Act (each a **"U.S. Person"**)). Securities may not be offered or sold in the United States absent registration under, or an exemption from the registration requirements of, the Securities Act. The Preference Shares have not been, and will not be, registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States, and may not be offered, sold or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. Persons.

Each Preference Shareholder participating in the Tender Offer will represent that it is not a U.S. Person, is not located in the United States and is not participating in the Tender Offer from the United States, or it is acting on a non-discretionary basis for a principal located outside the United States that is not a U. S. Person and is not giving an order to participate in the Tender Offer from the United States. For the purposes of this and the above two paragraphs, **"United States"** means the United States of America, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any state of the United States of America and the District of Columbia.

## United Kingdom

The communication of this Tender Offer Memorandum and any other documents or materials relating to the Tender Offer are not being made and such documents and/or materials have not been approved by an authorised person for the purposes of section 21 of the FSMA. Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. The communication of such documents and/or materials as a financial promotion is only being made to, and may only be acted upon by, those persons in the United Kingdom falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the **"Financial Promotion Order"**), or persons who are within Article 43 of the Financial Promotion or any other persons to whom it may otherwise lawfully be made under the Financial Promotion Order.

## France

The Tender Offer is not being made, directly or indirectly, in the Republic of France (“**France**”) other than to qualified investors (*investisseurs qualifiés*) as referred to in Article L.411-2 1° of the French Code monétaire et financier and defined in Article 2(e) of Regulation (EU) 2017/1129 (as amended). This Tender Offer Memorandum and any other document or material relating to the Tender Offer have not been and will not be submitted for clearance to nor approved by the *Autorité des marchés financiers*.

## Germany

The Tender Offer is only addressed to and is only directed at qualified investors in Germany within the meaning of the Prospectus Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended (the “**Prospectus Regulation**”).

## Ireland

The Tender Offer is not being made, directly or indirectly, to the public in Ireland and no offers or sales of any securities under or in connection with such Tender Offer may be effected to persons in Ireland except in conformity with the provisions of Irish laws and regulations including: (i) the Companies Act 2014 (as amended) (the “**Companies Act**”); (ii) the Irish Central Bank Acts 1942 to 2018 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended); (iii) Regulation (EU) 2017/1129, the European Union (Prospectus) Regulations 2019 and any rules and guidelines issued under Section 1363 of the Companies Act by the Central Bank of Ireland (the “**Central Bank**”); (iv) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and any codes or rules of conduct applicable thereunder, Regulation (EU) No 600/2014 (as amended) and any delegated or implementing acts adopted thereunder and the provisions of the Investor Compensation Act 1998 (as amended); and (v) the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules and guidelines issued under Section 1370 of the Companies Act 2014 (as amended) by the Central Bank (the “**Applicable Irish Laws**”). This Tender Offer Memorandum and any other documents or materials relating to the Tender Offer must not be distributed to persons in Ireland otherwise than in conformity with the provisions of the Applicable Irish Laws.

## Spain

Neither the Tender Offer nor the Tender Offer Memorandum constitutes an offer of securities or the solicitation of an offer of securities in Spain which require the approval and the publication of a prospectus under Regulation (EU) 2017/1129, Spanish Law 6/2023, of 17 March 2023, on the Securities Markets and the Investment Services (Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión), as amended from time to time, and its ancillary and related regulations. Accordingly, this Tender Offer Memorandum has not been and will not be submitted for approval nor approved by the Spanish Securities Market Regulator (Comisión Nacional del Mercado de Valores, the “**CNMV**”).

## Portugal

Neither the Tender Offer Memorandum nor any other documents or materials relating to the Tender Offer have been submitted to or will be submitted for approval or have been approved by Comissão do Mercado de Valores Mobiliários, the Portuguese Securities Market Commission. In connection with the Tender Offer, (i) no action has directly or indirectly been taken and no offer, advertisement, marketing, invitation to sell or buy any Preference Shares has been made and no action will directly or indirectly be taken and no offer, advertisement, marketing, invitation to sell or buy any Preference Shares will be made; and (ii) this Tender Offer Memorandum and any other offering material relating to the Preference Shares in Portugal have not been distributed, made available or caused to be distributed and will not be distributed, made available or cause to be distributed in Portugal, in circumstances which could qualify, in case of each of (i) and (ii), as a public offer in Portugal. This Tender Offer Memorandum and any other documents or materials relating to the Tender Offer are only available in Portugal, and are addressed exclusively, to professional investors, as defined in article 30 of the Portuguese Securities Code (Código dos Valores Mobiliários) enacted by Decree-Law no. 486/99 of 13 November 1999 (as amended and restated from time to time).

## Australia

Neither the Tender Offer Memorandum nor any other disclosure documents (as defined in the Corporations Act 2001 (Cth) (“**Corporations Act**”)) in relation to the Tender Offer have been or will be lodged with the Australian Securities and Investments Commission (“**ASIC**”) or any other regulatory authority in Australia and this Tender Offer Memorandum does not comply with Division 5A of Part 7.9 of the Corporations Act.



No offers or applications will be made or invited for the purchase of any or all Preference Shares in Australia (including an offer or invitation which is received by a person in Australia).

This Tender Offer Memorandum and any other offering material or advertisement relating to any or all Preference Shares will not be distributed or published in Australia, unless: (i) such action complies with all applicable laws, directives and regulations (including, without limitation, the licensing requirements set out in Chapter 7 of the Corporations Act); (ii) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia; and (iii) the offer or invitation is made in circumstances specified in Corporations Regulation 7.9.97.

If you are a resident of Australia, you have been sent this Tender Offer Memorandum on the basis that you are a wholesale client for the purposes of Section 761G of the Corporations Act or otherwise a person to whom disclosure is not required under Part 6D.2 or Chapter 7 of the Corporations Act.

## General

This Tender Offer Memorandum does not constitute an offer to buy or the solicitation of an offer to sell Preference Shares (and tenders of Preference Shares in the Tender Offer will not be accepted from Preference Shareholders) in any circumstances in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require the Tender Offer to be made by a licensed broker or dealer and the Dealer Managers or any of their affiliates is such a licensed broker or dealer in any such jurisdiction, the Tender Offer shall be deemed to be made by the Dealer Managers or such affiliate, as the case may be, on behalf of the Offeror in such jurisdiction.

In addition to the representations referred to above in respect of the United States, the United Kingdom, France, Germany, Ireland, Spain, Portugal and Australia each Preference Shareholder participating in the Tender Offer will also give certain representations, acknowledgements, warranties and undertakings and make certain agreements in respect of the jurisdictions referred to above and generally as described in Annex 1 (*Agreements, Acknowledgements, Representations, Warranties and Undertakings of Preference Shareholders*) to this Tender Offer Memorandum.

Any tender of Preference Shares for purchase pursuant to the Tender Offer from a Preference Shareholder who is unable to make these representations will not be accepted. Each of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent reserves the right, in its absolute discretion, to investigate, in relation to any tender of Preference Shares for purchase pursuant to the Tender Offer, whether any such representation given by a Preference Shareholder is correct and, if such investigation is undertaken and as a result the Offeror determines (for any reason) that such representation is not correct, such tender shall not be accepted.

This Tender Offer Memorandum contains certain forward-looking statements that reflect the Issuer's intent, beliefs or current expectations about the future and can be recognised by the use of words such as "expects," "will," "anticipate," or words of similar meaning. These forward-looking statements are not guarantees of any future performance and are necessarily estimates reflecting the best judgment of the senior management of the Issuer and involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. As a consequence, these forward-looking statements should be considered in light of various important factors that could cause actual results to differ materially from estimates or projections contained in the forward-looking statements, which include, without limitation, the risk factors set forth in this Tender Offer Memorandum. The Issuer cannot guarantee that any forward-looking statement will be realised, although they believe they have been prudent in their respective plans and assumptions. Achievement of future results is subject to risks, uncertainties and assumptions that may prove to be inaccurate. Should known or unknown risks or uncertainties materialise, or should underlying assumptions prove inaccurate, actual results could vary materially from those anticipated, estimated or projected. The Issuer undertakes no obligation to update publicly or release any revisions to these forward-looking statements to reflect events or circumstances or to reflect the occurrence of unanticipated events, except as required by applicable law.

# ANNEX 1

## AGREEMENTS, ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

In this Annex 1:

- a) **Part A** applies to Preference Shareholders who tender Preference Shares held in **certificated form**; and
- b) **Part B** applies to Preference Shareholders who tender Preference Shares in **CREST**.

Each Preference Shareholder to which this Annex 1 applies hereby consents to the assignment by the Offeror of all such benefit as the Offeror may have in any agreements, acknowledgements, representations, warranties and undertakings in respect of the Preference Shares which are validly tendered under the Tender Offer.

### PART A

#### Agreements, Acknowledgements, Representations, Warranties and Undertakings of Preference Shareholders, in respect of Preference Shares held in certificated form

By completing and returning or submitting a valid Proxy Instruction Form selecting 'Option 1', the relevant Certificated Holder and the Preference Shareholder on whose behalf such Proxy Instruction Form selecting 'Option 1' is submitted shall make the following agreements, acknowledgements, representations, warranties and undertakings to the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent at each of the time of submission of such Proxy Instruction Form, the Relevant Expiration Deadline and the time of settlement on the Tender Offer Settlement Date or the Cancellation Settlement Date (whichever is applicable):

- a) it has received this Tender Offer Memorandum, and has reviewed and accepts the offer and distribution restrictions, terms, conditions, risk factors and other considerations of the Tender Offer, all as described in this Tender Offer Memorandum, and it is assuming all the risks inherent in participating in the Tender Offer and has undertaken an appropriate analysis of the implications of the Tender Offer based on any legal, tax, accounting or financial advice it has deemed necessary to seek from its own advisers without reliance on the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates;
- b) it consents to Computershare Investor Services PLC, as the Preference Shares Registrar, providing details concerning its and its Certificated Holder's identity to the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent and their respective advisers;
- c) it instructs the appointment of the Chair as such Preference Shareholder's proxy to attend the Meetings and vote in respect of such tendered Preference Shares in favour of the Advisory Vote Resolution and the Cancellation Resolution and it will not take any other action in connection with the Meetings in respect of any Preference Shares it tenders in the Tender Offer;
- d) upon the terms and subject to the conditions of the Tender Offer, it tenders for purchase in the Tender Offer the number of Preference Shares the subject of the relevant Proxy Instruction Form selecting 'Option 1' and, subject to and effective on such purchase by the Offeror, it renounces all right, title and interest in and to all such Preference Shares on the purchase of such Preference Shares by or at the direction of the Offeror and waives and releases any rights or claims it may have against the Issuer and the Offeror with respect to any such Preference Shares and the Tender Offer;
- e) if the Preference Shares which are the subject of the relevant Proxy Instruction Form selecting 'Option 1' are accepted for purchase by the Offeror, it acknowledges that: (i) the Tender Offer Consideration or the

Cancellation Amount and the Voting Fee (if applicable), as the case may be, will be paid in pounds Sterling; (ii) such cash amount will be deposited on or before the Tender Offer Settlement Date or the Cancellation Settlement Date (whichever is applicable) by or on behalf of the Offeror (where the Tender Offer is implemented) or the Issuer (where the Cancellation is implemented) with the Preference Shares Registrar; (iii) on receipt of such cash amounts, the Preference Shares Registrar will make payments promptly to the relevant Certificated Holder in accordance with the usual procedures of the Preference Shares Registrar for payments to such Certificated Holder in respect of the Preference Shares, as described in this Tender Offer Memorandum; and (iv) the payment to the Certificated Holder on the Tender Offer Settlement Date or the Cancellation Settlement Date (whichever is applicable) of the Tender Offer Consideration or the Cancellation Amount and the Voting Fee (if applicable), as the case may be, will discharge the obligation of the Offeror (where the Tender Offer is implemented) and the Issuer (where the Cancellation is implemented) in respect of the payment of such amounts in relation to the relevant Preference Shares;

- f) it agrees to ratify and confirm each and every act or thing that may be done or effected by the Offeror or the Issuer, any of its respective directors or any person nominated by the Offeror or the Issuer in the proper exercise of his or her powers and/or authority hereunder;
- g) it agrees to do all such acts and things (if any) as shall be necessary and execute any additional documents deemed by the Offeror or the Issuer to be desirable, in each case to complete the transfer of the Preference Shares which are the subject of the relevant Tender Instruction (Option 1) to the Offeror or its nominee pursuant to the Tender Offer and/or to perfect any of the authorities expressed to be given hereunder;
- h) it has observed the laws of all relevant jurisdictions; obtained all requisite governmental, exchange control or other required consents; complied with all requisite formalities; and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any offer or acceptance in any jurisdiction and it has not taken or omitted to take any action in breach of the terms of the Tender Offer or which will or may result in the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent, any of their respective Affiliates or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Tender Offer;
- i) all authority conferred or agreed to be conferred pursuant to its acknowledgements, agreements, representations, warranties and undertakings, and all of its obligations shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, its death or incapacity;
- j) none of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates has given it any information with respect to the Tender Offer save as expressly set out in this Tender Offer Memorandum nor has any of them made any recommendation to it as to whether it should tender Preference Shares in the Tender Offer or otherwise participate in the Tender Offer and/or vote in favour of the Advisory Vote Resolution and the Cancellation Resolution, and it has made its own decision with regard to tendering Preference Shares in the Tender Offer based on any legal, regulatory, tax, business, investment, financial or accounting advice it has deemed necessary to seek from its own advisers;
- k) no information has been provided to it by the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates with regard to the tax consequences for Preference Shareholders arising from the purchase of Preference Shares by the Offeror pursuant to the Tender Offer and the receipt by the Preference Shareholder of the Tender Offer Consideration, or the Cancellation Amount and the Voting Fee (as applicable), as the case may be, or its disposal of Preference Shares and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Tender Offer and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates, or any other person in respect of such taxes and payments;
- l) it has had access to such financial and other information concerning the Preference Shares which are the subject of the relevant Proxy Instruction Form selecting 'Option 1', and has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers, as it deems necessary or appropriate in order to make an informed decision with respect to its tendering of the Preference Shares which are the subject of the relevant Proxy Instruction Form selecting 'Option 1'; it is not relying on any communication (written or oral) made by any party involved in the Tender Offer or any such party's affiliates as constituting a recommendation to tender the Preference Shares which are the subject of the relevant Proxy Instruction Form selecting 'Option 1'; and it is able to bear the economic risks of participating in the Tender Offer;

- m) it is not a person to whom it is unlawful to make an invitation pursuant to the Tender Offer under applicable securities laws and it has (before submitting, or arranging for the submission on its behalf of the Proxy Instruction Form selecting 'Option 1' in respect of the Preference Shares it is tendering for purchase) complied with all laws and regulations applicable to it for the purposes of its participation in the Tender Offer;
- n) either (a) (i) it is the Beneficial Owner of the Preference Shares being tendered in the Tender Offer (ii) it did not receive in the United States a copy of this Tender Offer Memorandum or any other document or information related to the Tender Offer and did not send any such document or information into the United States, (iii) it has not used, directly or indirectly, the mails of, or a means of communication or other means or instrumentality of commerce or the facilities of a United States securities exchange in relation to the Tender Offer, and (iv) it is located and resident outside the United States and it is not a U.S. Person (as defined in Regulation S of the Securities Act) and it is participating in the Tender Offer from outside the United States or (b) it is acting on behalf of the Beneficial Owner of the Preference Shares which are the subject of the relevant Proxy Instruction Form selecting 'Option 1' being tendered in the Tender Offer on a non-discretionary basis and has been duly authorised to so act and (ii) such Beneficial Owner has confirmed to it and has authorised it to represent that such beneficial owner did not receive in the United States a copy of this Tender Offer Memorandum or any other document or information related to the Tender Offer and that it did not send any such document or information into the United States, such beneficial owner has not used, directly or indirectly, the mails of, or a means of communication or other means or instrumentality of commerce or the facilities of a United States securities exchange in relation to the Tender Offer and such beneficial owner is located and resident outside the United States and it is not a U.S. Person (as defined in Regulation S of the Securities Act) and it is participating in the Tender Offer from outside the United States;
- o) it is not located or resident in the United Kingdom or, if it is located or resident in the United Kingdom, it is a person falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Promotion Order) or within Article 43 of the Financial Promotion Order, or to whom this Tender Offer Memorandum and any other documents or materials relating to the Tender Offer may otherwise lawfully be communicated in accordance with the Financial Promotion Order;
- p) it is not located or resident in France or, if it is located or resident in France, it is a qualified investor (investisseur qualifié) (as referred to in Article L.411-2 1° of the French Code Monétaire et Financier and defined in Article 2(e) of Regulation (EU) 2017/1129 (as amended));
- q) it is not located or resident in Ireland or, if it is located or resident in Ireland, it is a person to whom this Tender Offer Memorandum and any other documents or materials relating to the Tender Offer may otherwise lawfully be communicated in conformity with the provisions of the Applicable Irish Laws;
- r) it is not located or resident in Spain or, if it is located or resident in Spain, it is a qualified investor as defined in the Spanish Securities Market Law (Ley 24/1988, de 28 de Julio, del Mercado de Valores), Royal Decree 1310/2005, of 4 November 2005;
- s) it is not located or resident in Portugal or, if it is located or resident in Portugal, it is a professional investor, as defined in article 30 of the Portuguese Securities Code (Código dos Valores Mobiliários) enacted by Decree-Law no. 486/99 of 13 November 1999 (as amended and restated from time to time);
- t) is not located or resident in Australia, or if it is located or resident in Australia, it is a wholesale client for the purposes of Section 761G of the Corporations Act or otherwise a person to whom disclosure is not required under Part 6D.2 or Chapter 7 of the Corporations Act;
- u) it is not located or resident in Germany, or if it is located or resident in Germany, it is a qualified investor within the meaning of the Prospectus Regulations;
- v) it is not a Sanctions Restricted Person;
- w) in respect of its Preference Shares which it tenders and which are purchased pursuant to the Tender Offer, it (i) releases, to the fullest extent permitted by law, the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent and their respective Affiliates from any liability in relation to or arising in connection with the preparation, negotiation or implementation of the Tender Offer or any part thereof; (ii) waives, to the fullest extent permitted by law, all rights and entitlement it may otherwise have or acquire to bring, participate in or enforce legal proceedings of any nature against the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent and/or any of their respective Affiliates in connection with the Tender Offer and/or its Preference Shares purchased pursuant to the Tender Offer; (iii) waives, to the fullest extent permitted by law, all its rights, title and interest to and claims in respect of such Preference Shares purchased pursuant to the Tender Offer; and (iv) acknowledges that the Contracts (Rights of Third Parties) Act 1999 applies to the foregoing acknowledgements, representations, warranties and undertakings;

- x) it has full power and authority to tender for purchase and transfer the Preference Shares which are the subject of the relevant Proxy Instruction Form selecting 'Option 1' in the Tender Offer and, if such Preference Shares are accepted for purchase by the Offeror, such Preference Shares will be transferred to or to the order of the Offeror with full title guarantee, free from all liens, charges and encumbrances, not subject to any adverse claim and together with all rights attached to such Preference Shares, and it will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Offeror to be necessary or desirable to complete the transfer of such Preference Shares or to evidence such power and authority;
- y) the terms and conditions of the Tender Offer set out in this Tender Offer Memorandum shall be deemed to be incorporated in, and form a part of, the relevant Proxy Instruction Form selecting 'Option 1' which shall be read and construed accordingly, and that the information given by or on behalf of such Preference Shareholder in such Proxy Instruction Form selecting 'Option 1' is true and will be true in all respects at the time of the purchase of the relevant Preference Shares on the Tender Offer Settlement Date;
- z) it accepts that the Offeror is under no obligation to accept tenders of Preference Shares for purchase pursuant to the Tender Offer, and accordingly such tenders may be accepted or rejected by the Offeror in its sole and absolute discretion and for any reason;
- aa) it accepts that if the Advisory Vote Resolution and the Capital Reduction Resolutions are passed at the Meetings respectively, and the Cancellation is implemented, the Offeror will not purchase any Preference Shares pursuant to the Tender Offer. Instead, all tendered Preference Shares (together with all other Preference Shares) will be cancelled by the Issuer pursuant to the Cancellation and the Preference Shareholders will receive the Cancellation Amount and the Voting Fee (if applicable) on the Cancellation Settlement Date;
- bb) it shall, to the fullest extent permitted by law, indemnify the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent against all and any losses, costs, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the agreements, representations, warranties and/or undertakings given in connection with the Tender Offer made (including any acceptance thereof) by such Preference Shareholder;
- cc) it irrevocably undertakes, represents, warrants and agrees to and with the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent that the execution of the relevant Proxy Instruction Form selecting 'Option 1' and its delivery to the Receiving Agent constitutes, subject to the acceptance by the Offeror of the relevant Preference Shares for purchase and to such Preference Shareholder not having validly revoked the Proxy Instruction Form selecting 'Option 1' (in the limited circumstances in which such revocation is permitted), the irrevocable separate appointment of the Offeror as its attorney and/or agent and it irrevocably instructs the Offeror (or its nominee) as its attorney and/or agent to:
  - i. complete and execute all or any form(s) of transfer and/or renunciation and/or cancellation and/or other document(s) in the discretion of the Offeror as its attorney and/or agent in relation to the Preference Shares which are the subject of the relevant Proxy Instruction Form selecting 'Option 1' in favour of the Offeror or as the Offeror as its attorney and/or agent may direct;
  - ii. deliver such form(s) of transfer and/or renunciation and/or cancellation and/or other document(s) at the discretion of the Offeror as its attorney and/or agent, with or without any certificate(s) and/or other document(s) of title relating to such Preference Shares for registration; and
  - iii. do all such other acts and things as may in the opinion of the Offeror as its attorney and/or agent be necessary or expedient for the purpose of, or in connection with, the acceptance by the Offeror of the tender of such Preference Shares for purchase pursuant to the Tender Offer and to vest in the Offeror or its nominee such Preference Shares as provided above;
- dd) it is irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the Preference Shares tendered and that such Preference Shares are, subject to the acceptance by the Offeror of the relevant Preference Shares for purchase, sold fully paid with full title guarantee and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid from the Tender Offer Settlement Date;
- ee) it agrees to indemnify the Offeror and the Issuer and their respective directors and officers from and against all actions, proceedings, claims (including stamp duty) and demands which may be brought against them and all losses, charges, costs, damages and expenses which they may incur as a result of permitting any transfer of all or part of the Preference Shares without the production of the original certificate(s);

- ff) the holder of Preference Shares understands that the procedures in respect of Preference Shares that are not held in CREST includes the making of certain agreements and acknowledgements, and the giving of certain representations, warranties and undertakings, and the effect of which is that the holder of such Preference Shares will not be able to subsequently transfer the Preference Shares which are the subject of such Tender Instruction (Option 1) until the earlier of: (i) the time of settlement on the Tender Offer Settlement Date; (ii) the date of any termination of the Tender Offer (including where such Preference Shares are not accepted for purchase) or; (iii) the date on which the Tender Instruction (Option 1) is revoked (in the limited circumstances in which such revocation is permitted as described in “*Extension, Amendment, Withdrawal and Termination*” in this Tender Offer Memorandum) and the holder of Preference Shares represents and undertakes that it will not make any such transfer;
- gg) it has reviewed and accepts the matters set out in the section of the Tender Offer Memorandum entitled “*Dealer Managers, Offeror, Receiving Agent and Retail Information Agent*”, and
- hh) it acknowledges that the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent and their respective Affiliates will rely on the truth and accuracy of the foregoing acknowledgements, agreements, representations, warranties and undertakings.

The representation set out at paragraph V above shall not be sought or given at any time after such representation is first made if and to the extent that it is or would be unenforceable by reason of a breach of any provision of the Blocking Regulations.

## PART B

### Agreements, Acknowledgements, Representations, Warranties and Undertakings of Preference Shareholders, in respect of Preference Shares held in CREST

By submitting a valid TTE Instruction, the relevant CREST Participant and the Preference Shareholder on whose behalf such TTE Instruction is submitted shall make the following agreements, acknowledgements, representations, warranties and undertakings to the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent at each of the time of submission of the TTE Instruction, the Relevant Expiration Deadline and the time of settlement on the Tender Offer Settlement Date or the Cancellation Settlement Date (whichever is applicable):

- a) it has received this Tender Offer Memorandum, and has reviewed and accepts the offer and distribution restrictions, terms, conditions, risk factors and other considerations of the Tender Offer, all as described in this Tender Offer Memorandum, and it is assuming all the risks inherent in participating in the Tender Offer and has undertaken an appropriate analysis of the implications of the Tender Offer based on any legal, tax, accounting or financial advice it has deemed necessary to seek from its own advisers without reliance on the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates;
- b) it consents to Computershare Investor Services PLC, as the Preference Shares Registrar, providing details concerning its and its CREST Participant's identity to the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent and their respective advisers;
- c) it instructs the appointment of the Chair as such Preference Shareholder's proxy to attend the Meetings and vote in respect of such tendered Preference Shares in favour of the Advisory Vote Resolution and the Cancellation Resolution and it will not take any other action in connection with the Meetings in respect of any Preference Shares it tenders in the Tender Offer;
- d) upon the terms and subject to the conditions of the Tender Offer, it tenders for purchase in the Tender Offer the number of Preference Shares the subject of the relevant TTE Instruction and, subject to and effective on such purchase by the Offeror, it renounces all right, title and interest in and to all such Preference Shares on the purchase of such Preference Shares by or at the direction of the Offeror and waives and releases any rights or claims it may have against the Offeror and the Issuer with respect to any such Preference Shares and the Tender Offer;
- e) if the Preference Shares which are the subject of the relevant TTE Instruction are accepted for purchase by the Offeror, it acknowledges that: (i) the Tender Offer Consideration or the Cancellation Amount and the Voting Fee (if applicable), as the case may be, will be paid in pounds Sterling; (ii) such cash amount will be deposited on or before the Tender Offer Settlement Date or the Cancellation Settlement Date (whichever is applicable) by or on behalf of the Offeror (where the Tender Offer is implemented) or the Issuer (where the Cancellation is

implemented) with the Preference Shares Registrar; (iii) on receipt of such cash amounts, the Preference Shares Registrar will make payments promptly to the relevant CREST Participant on the Tender Offer Settlement Date or the Cancellation Settlement Date (whichever is applicable) in accordance with the usual procedures of the Preference Shares Registrar for payments to such CREST Participant in respect of the Preference Shares, as described in this Tender Offer Memorandum; and (iv) the payment to the CREST Participant on the Tender Offer Settlement Date or the Cancellation Settlement Date (whichever is applicable) of the Tender Offer Consideration or the Cancellation Amount and the Voting Fee (if applicable), as the case may be, will discharge the obligation of the Offeror (where the Tender Offer is implemented) and the Issuer (where the Cancellation is implemented) in respect of the payment of such amounts in relation to the relevant Preference Shares;

- f) it agrees to ratify and confirm each and every act or thing that may be done or effected by the Offeror or the Issuer, any of its respective directors or any person nominated by the Offeror or the Issuer in the proper exercise of his or her powers and/or authority hereunder;
- g) it agrees to do all such acts and things (if any) as shall be necessary and execute any additional documents deemed by the Offeror or the Issuer to be desirable, in each case to complete the transfer of the Preference Shares which are the subject of the relevant TTE Instruction or its nominee pursuant to the Tender Offer and/or to perfect any of the authorities expressed to be given hereunder;
- h) it has observed the laws of all relevant jurisdictions; obtained all requisite governmental, exchange control or other required consents; complied with all requisite formalities; and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any offer or acceptance in any jurisdiction and it has not taken or omitted to take any action in breach of the terms of the Tender Offer or which will or may result in the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent, any of their respective Affiliates or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Tender Offer;
- i) all authority conferred or agreed to be conferred pursuant to its acknowledgements, agreements, representations, warranties and undertakings, and all of its obligations shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, its death or incapacity;
- j) none of the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates has given it any information with respect to the Tender Offer save as expressly set out in this Tender Offer Memorandum nor has any of them made any recommendation to it as to whether it should tender Preference Shares in the Tender Offer or otherwise participate in the Tender Offer and/or vote in favour of the Advisory Vote Resolution and the Cancellation Resolution, and it has made its own decision with regard to tendering Preference Shares in the Tender Offer based on any legal, regulatory, tax, business, investment, financial or accounting advice it has deemed necessary to seek from its own advisers;
- k) no information has been provided to it by the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates with regard to the tax consequences for Preference Shareholders arising from the purchase of Preference Shares by the Offeror pursuant to the Tender Offer and the receipt by the Preference Shareholder of the Tender Offer Consideration or the Cancellation Amount and the Voting Fee (as applicable), as the case may be, or its disposal of Preference Shares and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Tender Offer and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent or any of their respective Affiliates, or any other person in respect of such taxes and payments;
- l) it has had access to such financial and other information concerning the Preference Shares which are the subject of the relevant TTE Instruction, and has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers, as it deems necessary or appropriate in order to make an informed decision with respect to its tendering of the Preference Shares which are the subject of the relevant TTE Instruction; it is not relying on any communication (written or oral) made by any party involved in the Tender Offer or any such party's affiliates as constituting a recommendation to tender the Preference Shares which are the subject of the relevant TTE Instruction; and it is able to bear the economic risks of participating in the Tender Offer;
- m) it is not a person to whom it is unlawful to make an invitation pursuant to the Tender Offer under applicable securities laws and it has (before submitting, or arranging for the submission on its behalf of the TTE Instruction in respect of the Preference Shares it is tendering for purchase) complied with all laws and regulations applicable to it for the purposes of its participation in the Tender Offer;

- n) either (a) (i) it is the Beneficial Owner of the Preference Shares being tendered in the Tender Offer (ii) it did not receive in the United States a copy of this Tender Offer Memorandum or any other document or information related to the Tender Offer and did not send any such document or information into the United States, (iii) it has not used, directly or indirectly, the mails of, or a means of communication or other means or instrumentality of commerce or the facilities of a United States securities exchange in relation to the Tender Offer, and (iv) it is located and resident outside the United States and it is not a U.S. Person (as defined in Regulation S of the Securities Act) and it is participating in the Tender Offer from outside the United States or (b) it is acting on behalf of the Beneficial Owner of the Preference Shares which are the subject of the relevant TTE Instruction being tendered in the Tender Offer on a non-discretionary basis and has been duly authorised to so act and (ii) such Beneficial Owner has confirmed to it and has authorised it to represent that such beneficial owner did not receive in the United States a copy of this Tender Offer Memorandum or any other document or information related to the Tender Offer and that it did not send any such document or information into the United States, such beneficial owner has not used, directly or indirectly, the mails of, or a means of communication or other means or instrumentality of commerce or the facilities of a United States securities exchange in relation to the Tender Offer and such beneficial owner is located and resident outside the United States and it is not a U.S. Person (as defined in Regulation S of the Securities Act) and it is participating in the Tender Offer from outside the United States;
- o) it is not located or resident in the United Kingdom or, if it is located or resident in the United Kingdom, it is a person falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Promotion Order) or within Article 43 of the Financial Promotion Order, or to whom this Tender Offer Memorandum and any other documents or materials relating to the Tender Offer may otherwise lawfully be communicated in accordance with the Financial Promotion Order;
- p) it is not located or resident in France or, if it is located or resident in France, it is a qualified investor (investisseur qualifié) (as referred to in Article L.411-2 1° of the French Code Monétaire et Financier and defined in Article 2(e) of Regulation (EU) 2017/1129 (as amended));
- q) it is not located or resident in Ireland or, if it is located or resident in Ireland, it is a person to whom this Tender Offer Memorandum and any other documents or materials relating to the Tender Offer may otherwise lawfully be communicated in conformity with the provisions of the Applicable Irish Laws;
- r) it is not located or resident in Spain or, if it is located or resident in Spain, it is a qualified investor as defined in the Spanish Securities Market Law (Ley 24/1988, de 28 de Julio, del Mercado de Valores), Royal Decree 1310/2005, of 4 November 2005;
- s) it is not located or resident in Portugal or, if it is located or resident in Portugal, it is a professional investor, as defined in article 30 of the Portuguese Securities Code (Código dos Valores Mobiliários) enacted by Decree-Law no. 486/99 of 13 November 1999 (as amended and restated from time to time);
- t) is not located or resident in Australia, or if it is located or resident in Australia, it is a wholesale client for the purposes of Section 761G of the Corporations Act or otherwise a person to whom disclosure is not required under Part 6D.2 or Chapter 7 of the Corporations Act;
- u) it is not located or resident in Germany, or if it is located or resident in Germany, it is a qualified investor within the meaning of the Prospectus Regulations;
- v) it is not a Sanctions Restricted Person;
- w) in respect of its Preference Shares which it tenders and which are purchased pursuant to the Tender Offer, it (i) releases, to the fullest extent permitted by law, the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent and their respective Affiliates from any liability in relation to or arising in connection with the preparation, negotiation or implementation of the Tender Offer or any part thereof; (ii) waives, to the fullest extent permitted by law, all rights and entitlement it may otherwise have or acquire to bring, participate in or enforce legal proceedings of any nature against the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent and/or any of their respective Affiliates in connection with the Tender Offer and/or its Preference Shares purchased pursuant to the Tender Offer; (iii) waives, to the fullest extent permitted by law, all its rights, title and interest to and claims in respect of such Preference Shares purchased pursuant to the Tender Offer; and (iv) acknowledges that the Contracts (Rights of Third Parties) Act 1999 applies to the foregoing acknowledgements, representations, warranties and undertakings;
- x) it has full power and authority to tender for purchase and transfer the Preference Shares which are the subject of the relevant TTE Instruction in the Tender Offer and, if such Preference Shares are accepted for purchase by the Offeror, such Preference Shares will be transferred to or to the order of the Offeror with full title guarantee, free from all liens, charges and encumbrances, not subject to any adverse claim and together with all rights



attached to such Preference Shares, and it will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Offeror to be necessary or desirable to complete the transfer of such Preference Shares or to evidence such power and authority;

- y) the terms and conditions of the Tender Offer set out in this Tender Offer Memorandum shall be deemed to be incorporated in, and form a part of, the relevant TTE Instruction which shall be read and construed accordingly, and that the information given by or on behalf of such Preference Shareholder in such TTE Instruction is true and will be true in all respects at the time of the purchase of the relevant Preference Shares on the Tender Offer Settlement Date;
- z) it accepts that the Offeror is under no obligation to accept tenders of Preference Shares for purchase pursuant to the Tender Offer, and accordingly such tenders may be accepted or rejected by the Offeror in its sole and absolute discretion and for any reason;
- aa) it accepts that if the Advisory Vote Resolution and the Capital Reduction Resolutions are passed at the Meetings respectively, and the Cancellation is implemented, the Offeror will not purchase any Preference Shares pursuant to the Tender Offer. Instead, all tendered Preference Shares (together with all other Preference Shares) will be cancelled by the Issuer pursuant to the Cancellation and the Preference Shareholders will receive the Cancellation Amount and the Voting Fee (if applicable) on the Cancellation Settlement Date;
- bb) it represents, warrants and undertakes that the Preference Shares which are the subject of the relevant TTE Instruction are, at the time of submission of such TTE Instruction, and will continue to be, until the Tender Offer Settlement Date, held on its behalf by CREST;
- cc) it shall, to the fullest extent permitted by law, indemnify the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent against all and any losses, costs, claims, liabilities, expenses, charges, actions or demands which any of them may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the agreements, representations, warranties and/or undertakings given in connection with the Tender Offer made (including any acceptance thereof) by such Preference Shareholder;
- dd) it irrevocably undertakes, represents, warrants and agrees to and with the Issuer, the Offeror, the Dealer Managers, the Receiving Agent and the Retail Information Agent that the delivery of the relevant TTE Instruction constitutes, subject to the acceptance by the Offeror of the relevant Preference Shares for purchase and to such Preference Shareholder not having validly revoked the relevant TTE Instruction (in the limited circumstances in which such revocation is permitted), the irrevocable separate appointment of the Receiving Agent as such Preference Shareholder's escrow agent to the Tender Offer and an irrevocable instruction and authority to the escrow agent:
  - i. to transfer to itself (or to such other person or persons as the Offeror may direct) by means of CREST those of the Preference Shares which are the subject of the relevant TTE Instruction and are accepted for purchase pursuant to the Tender Offer; and
  - ii. if the Tender Offer is terminated, the Preference Shares which are the subject of the relevant TTE Instruction are not accepted for purchase by the Offeror or the relevant TTE Instruction is validly revoked (in the limited circumstances in which such revocation is permitted), to give instructions to Euroclear as soon as reasonably practicable after the date on which such event takes place to transfer all the Preference Shares which are the subject of the relevant TTE Instruction to such Preference Shareholder's CREST account; and
- ee) it is irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the Preference Shares tendered and that such Preference Shares are, subject to the acceptance by the Offeror of the relevant Preference Shares for purchase, sold fully paid with full title guarantee and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid from the Tender Offer Settlement Date;
- ff) it holds and will hold, until the earlier of: (i) the time of settlement on the Tender Offer Settlement Date; (ii) the date of any termination of the Tender Offer (including where such Preference Shares are not accepted for purchase); or (iii) the date on which the relevant Tender Instruction (Option 1) is revoked (in the limited circumstances in which such revocation is permitted as described in "*Extension, Amendment, Withdrawal and Termination*" in this Tender Offer Memorandum), the relevant Preference Shares blocked in CREST and, in accordance with the requirements of, and by the deadline required by, CREST, it has submitted, or has caused to be submitted, the Tender Instruction (Option 1) to CREST to authorise the blocking of the tendered Preference

Shares with effect on and from the date of such submission so that, at any time pending the cancellation of such Preference Shares on the Tender Offer Settlement Date, no transfers of such Preference Shares may be effected;

- gg) it has reviewed and accepts the matters set out in the section of the Tender Offer Memorandum entitled “*Dealer Managers, Offeror, Receiving Agent and Retail Information Agent*”, and
- hh) it acknowledges that the Issuer, the Offeror, the Dealer Managers, the Receiving Agent, the Retail Information Agent and their respective Affiliates will rely on the truth and accuracy of the foregoing acknowledgements, agreements, representations, warranties and undertakings.

The representation set out at paragraph V above shall not be sought or given at any time after such representation is first made if and to the extent that it is or would be unenforceable by reason of a breach of any provision of the Blocking Regulations.

## THE ISSUER

### General Accident plc

Pitheavlis  
Perth  
PH2 0NH

## THE OFFEROR

### Jefferies International Limited

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London EC2M 1GT

Telephone: +44 (0)207 029 8000  
Attention: Liability Management  
Email: *liabilitymanagement@jefferies.com*

## DEALER MANAGERS

in respect of the Tender Offer to Institutional Investors only

### Jefferies International Limited

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### Lloyds Bank Corporate Markets plc

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United Kingdom

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Email: *LBCMLiabilityManagement@lloydsbanking.com*

## RECEIVING AGENT

### Computershare Investor Services PLC

The Pavilions Bridgwater Road  
Bristol  
BS99 6AH  
United Kingdom

Telephone: 0371 495 0105 (if calling from within the UK)  
Telephone: +44 117 378 8361 (if calling from outside the UK)

Lines are open from 8.30am to 5.30pm (UK time) Monday to Friday (excluding public holidays in England and Wales). Calls from within the UK will be charged at the standard geographic rate and will vary by provider. Calls from outside the UK will be charged at the applicable international rate. Please note that calls may be monitored for security and training purposes. Please note that the Receiving Agent and Registrar cannot provide advice on the merits of the Tender Offer or the Cancellation nor give any financial, legal, investment or tax advice.

## **RETAIL INFORMATION AGENT**

### **D. F. King Limited**

Central Square  
29 Wellington Street  
Leeds  
LS1 4DL  
United Kingdom

Telephone: 0333 300 1934 (if calling from the UK)  
Telephone: +44 333 300 1934 (if calling from outside the UK)  
Email: [aviva@dfkingltd.co.uk](mailto:aviva@dfkingltd.co.uk)

Lines are open from 9.00am to 5.30pm (UK time) Monday to Friday (excluding public holidays in England and Wales). Calls from within the UK are charged at the standard geographic rate and will vary by provider. Calls from outside the UK will be charged at the applicable international rate. Please note that calls may be monitored for security and training purposes. Please note that the Retail Information Agent cannot provide advice on the merits of the Tender Offer or the Cancellation nor give any financial, legal, investment or tax advice.

## **LEGAL ADVISERS**

### **To the Issuer as to English law**

Slaughter and May  
One Bunhill Row  
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United Kingdom

### **To the Dealer Managers and the Offeror as to English law**

Linklaters LLP  
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United Kingdom

### **To the Issuer as to Scottish law**

Burness Paull LLP  
50 Lothian Road  
Festival Square  
Edinburgh EH3 9WJ  
United Kingdom







