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RESPONSE TO THE OFFER FOR

Alternative Income REIT

ALTERNATIVE INCOME REIT PLC ("AIRE")

by

GLENSTONE REIT PLC ("GLENSTONE")

You should read carefully the whole of this Document and any information incorporated by reference into this Document. In particular, your attention is drawn to the letter from the Chair of AIRE in Part 2 (*Letter from the Chair of AIRE*) of this Document.

Capitalised words and phrases used in this Document shall have the meanings given to them in Part 4 (*Definitions*) of this Document.

DO NOT ACCEPT THE GLENSTONE OFFER

IMPORTANT NOTICES

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No dealer, salesperson or other person is authorised to give any information or to make any representations with respect to the Glenstone Offer other than such information or representations contained in this Document and, if given or made, such information or representations must not be relied upon as having been authorised by AIRE.

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Unless otherwise determined by Glenstone as set out in the Glenstone Offer Document or required by the Takeover Code, and permitted by applicable law and regulation, the Glenstone Offer is not being made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and the Glenstone Offer cannot be accepted from or within a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction.

The availability of the Glenstone Offer to AIRE Shareholders may be affected by the laws of the relevant jurisdictions in which they are resident. AIRE Shareholders should inform themselves of, and observe, any applicable requirements, as any failure to comply with such requirements may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, AIRE, its affiliates and each of their respective directors, officers, employees and agents disclaim any responsibility or liability for the violation of such restrictions by any person.

The Glenstone Offer is subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the FCA, the UK Listing Rules and the Registrar of Companies.

Additional information for US investors

This Document does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States. The securities mentioned herein have not been, and will not be, registered under the US Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States except pursuant to an exemption from the registration requirements of the US Securities Act.

The Glenstone Offer relates to the securities of an English company and is being made by means of a Takeover Offer provided for under English law. The Glenstone Offer is subject to United Kingdom procedural and disclosure requirements that are different from those of the United States.

Any financial statements and all financial information included in this Document, or any other documents relating to the Glenstone Offer, may have been or will be prepared in accordance with non-US accounting standards that may not be comparable to financial statements and financial information of companies in the United States or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

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

It may be difficult for US AIRE Shareholders to enforce their rights and claims arising out of the US federal securities laws, since AIRE and Glenstone are located in countries other than the United States, and some or all of their officers and directors may be residents of countries other than the United States. US AIRE Shareholders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's jurisdiction and judgement.

Forward looking statements

This Document (including information incorporated by reference in this Document), oral statements made regarding the Glenstone Acquisition, and other information published by AIRE contain statements about Glenstone, AIRE, any member of the Wider Glenstone Group or any member of the AIRE Group that are or may be deemed to be forward looking statements. All statements other than statements of historical facts included in this Document may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words "targets", "plans", "believes", "expects", "aims", "intends", "will", "may", "shall", "should", "anticipates", "estimates", "projects", "is subject to", "budget", "scheduled", "forecast" or words or terms of similar substance or the negative thereof, are forward looking statements. Forward looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of Glenstone's, AIRE's, any member of the Wider Glenstone Group's or any member of the AIRE Group's operations and potential synergies resulting from the Glenstone Acquisition; and (iii) the effects of global economic conditions and government regulation on Glenstone's, AIRE's, any member of the Wider Glenstone Group's or any member of the AIRE Group's business.

Such forward looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of AIRE about future events and are therefore subject to risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results to differ materially from those projected or implied in any forward looking statements, including: increased competition, the outcome of business or industry restructuring, future market and economic conditions, currency fluctuations, changes in interests and tax rates, the behaviour of other market participants, the outcome of any litigation, the actions of governmental regulators and other risk factors such as ability to continue to obtain financing to meet liquidity needs, the timing and success of future acquisition opportunities, changes in the political, social, legal and regulatory framework or in economic trends or conditions, including inflation and consumer confidence, on a global, regional or national basis. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward looking statements. Such forward looking statements should therefore be construed in the light of such factors. Although AIRE believes that the expectations reflected in such forward looking statements are reasonable, neither AIRE, the AIRE Group, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward looking statements in this Document will actually occur. Due to such uncertainties and risks, readers are cautioned not to place any reliance on such forward looking statements, which speak only as of the date hereof. All subsequent oral or written forward looking statements attributable to any member of the AIRE Group, or any of their respective associates, directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

Other than in accordance with its legal or regulatory obligations, AIRE is not under any obligation, and AIRE expressly disclaims any intention or obligation, to update, correct or revise any forward-looking or other statements, whether as a result of new information, future events or otherwise.

No profit forecasts, profit estimates or quantified financial benefits statements

No statement in this Document, or incorporated by reference in this Document, is intended as a profit forecast, profit estimate or quantified financial benefits statement for any period and no statement in this Document should be interpreted to mean that earnings or earnings per AIRE Share for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per AIRE Share.

Rounding

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

Publication on website

A copy of this Document and the documents required to be published by Rule 26 of the Takeover Code shall be made available, free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on AIRE's website at www.alternativeincomereit.com/investors/offer-for-aire-by-glenstone/. Save as expressly referred to in this Document, the content of AIRE's website is not incorporated into and does not form part of this Document.

Information relating to AIRE Shareholders

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

Right to receive documents in hard copy form

In accordance with Rule 30.3 of the Takeover Code, any person entitled to receive a copy of documents, announcements and information relating to the Glenstone Offer is entitled to receive such documents in hard copy form free of charge. A person may also request that all future documents, announcements and information in relation to the Glenstone Offer are sent to them in hard copy form.

AIRE Shareholders may request hard copies of this Document by contacting the Company's registrars, Computershare Investor Services PLC by writing to them at The Pavilions, Bridgewater Road, Bristol BS99 6ZZ, or by calling them on +44 (0) 370 703 6003. Calls are charged at the standard geographical rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.30 a.m. to 5.30 p.m. (London time), Monday to Friday (except public holidays in England and Wales). Please note that Computershare Investor Services PLC cannot provide any financial, legal or tax advice. Calls may be recorded and monitored for security and training purposes.

Disclosure requirements of the Takeover Code

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

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

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

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

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

Date

The date of publication of this Document is 20 July 2026.

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PART 1

KEY REASONS TO REJECT THE GLENSTONE OFFER

The AIRE Board unanimously recommends that AIRE Shareholders who have not accepted the Glenstone Offer do not do so and that AIRE Shareholders who have already accepted the Glenstone Offer should withdraw their acceptances as soon as possible, to the extent they remain entitled to do so.

The AIRE Board's key reasons for rejecting the Glenstone Offer are as follows:

- **THE GLENSTONE OFFER IS NOT WORTH 71.4 PENCE.** If AIRE declares a fourth interim dividend of 1.4 pence per AIRE Share in order for AIRE to meet its previously announced target dividend for the financial year and Glenstone reduces the Glenstone Offer consideration accordingly, the cash consideration payable under the Glenstone Offer would fall to 70.0 pence per AIRE Share (the "**Effective Value**"). The 1.4 pence increase announced by Glenstone should therefore not be viewed as additional value, on top of any dividend declared by AIRE in order to meet its target dividend for the financial year.

- **THE GLENSTONE OFFER IS AT A MATERIAL DISCOUNT TO AIRE'S NET ASSET VALUE.** The Effective Value of 70.0 pence per AIRE Share represents a material discount of approximately 17 per cent. to AIRE's latest published unaudited net asset value of 84.4 pence per AIRE Share as at 31 March 2026 ("**NAV**").

- **GLENSTONE IS SEEKING CONTROL WITHOUT PAYING AN APPROPRIATE CONTROL PREMIUM.** The Glenstone Offer represents only a negligible premium to AIRE's undisturbed share price[1] and does not, in the Board's view, properly compensate AIRE Shareholders for giving up control of the Company.

- **THE AEWU POSSIBLE OFFER MAY PROVIDE AIRE SHAREHOLDERS WITH A MORE ATTRACTIVE ALTERNATIVE.** AEWU is considering a possible all-share offer which, based on AEWU's closing share price on 15 July 2026, had an implied value of approximately 77.4 pence per AIRE Share. This is a 10.6 per cent. premium to the Effective Value and an 8.4 per cent. premium to the Glenstone Offer Price. It would also allow AIRE Shareholders to remain invested in a listed, income-producing REIT. However, no firm offer has yet been announced and the implied value of the AEWU Possible Offer will fluctuate with AEWU's share price.

- **SIGNIFICANT GOVERNANCE CONCERNS - POTENTIAL CONFLICTS AND REDUCED INDEPENDENT OVERSIGHT.** With Glenstone executives appointed to the Board (and potentially a delisting of the AIRE Shares), there will likely be significantly reduced independent oversight of AIRE, particularly in relation to potential asset disposals, the payment of dividends and other decisions which may give rise to actual or potential conflicts of interest.

- **NON-ACCEPTING AIRE SHAREHOLDERS MAY BE LEFT IN AN UNLISTED, ILLIQUID COMPANY.** Should the Company be delisted, there may be no mechanism through which any remaining minority interest AIRE Shareholders can trade their AIRE Shares. Even if the AIRE's Shares are admitted to TISE, TISE is a much less liquid market than the Main Market of the LSE and would provide very limited liquidity for AIRE Shareholders wishing to trade their AIRE Shares.

- **GLENSTONE CLAIMS THAT IT WILL MAKE COST SAVINGS YET DOES NOT PROVIDE DETAIL ON WHAT THESE ARE OR HOW THEY CAN BE ACHIEVED.** Indeed, not only does Glenstone not explain in sufficient detail what the costs of internalising the management of the Company would be, but

[1] 69.7 pence on 14 May 2026, being the last Business Day before the commencement of the Glenstone Offer Period.

it also does not state what the costs would be of implementing its proposals to delist the Shares from the London Stock Exchange and potentially admitting the Shares to TISE.

- **GLENSTONE HAS MADE UNSUBSTANTIATED CLAIMS THAT SEEK TO JUSTIFY THE DISCOUNTED GLENSTONE OFFER.** Glenstone has made unsubstantiated claims suggesting issues within the portfolio. The Board reiterates that it is not aware of any material undisclosed portfolio issue requiring disclosure by AIRE.

- **GLENSTONE ITSELF RECOGNISES VALUE IN AIRE'S ASSETS.** Glenstone has stated that it believes certain of AIRE's assets are attractive and may retain certain assets for the longer term if it acquires 100 per cent. of AIRE.

- **GLENSTONE'S POST-OFFER STRATEGY HAS NO CLEAR TIMELINE AND CREATES POTENTIAL CONFLICTS OF INTERESTS.** Glenstone states that it would conduct a managed wind-down of the Company's portfolio and that it intends for this to be completed within three years, subject to UK property market conditions, but is unable to provide an estimate with certainty as to the duration of the wind-down. Any remaining Shareholders could therefore be locked into the Company for a prolonged period, with insufficient checks and balances around the sales process.

- **THE GLENSTONE OFFER COULD GIVE GLENSTONE CONTROL WITHOUT PROVIDING ALL AIRE SHAREHOLDERS A CLEAN EXIT.** The Acceptance Condition is set at more than 50 per cent. of AIRE's voting rights, whereas for a statutory compulsory acquisition to be invoked, Glenstone has to acquire or contract to acquire not less than 90 per cent. in value of the AIRE Shares to which the Glenstone Offer relates, meaning that Glenstone could take control of the Company with a substantial proportion of Shareholders remaining in the Company without the obligation to acquire the remaining minority shareholders' AIRE Shares, in which case such Shareholders may become trapped with limited or no opportunity for exit.

- **THE AIRE PORTFOLIO IS FULLY LET, LONG-INCOME AND SUBSTANTIALLY INDEX-LINKED**. AIRE's latest published portfolio and financial information demonstrates a resilient, fully let, long-income portfolio with strong rent collection and a substantially index-linked rental profile.

FOR THESE REASONS, THE BOARD BELIEVES THAT THE GLENSTONE OFFER IS OPPORTUNISTIC, MATERIALLY UNDERVALUES AIRE AND IS NOT IN THE BEST INTERESTS OF AIRE SHAREHOLDERS AS A WHOLE.

PART 2

LETTER FROM THE CHAIR OF AIRE

ALTERNATIVE INCOME REIT PLC

(incorporated in England and Wales with company number 10727886)

AIRE Directors:	**Registered office:**
Simon Bennett *(Non-executive Chair)*	The Scalpel
Stephanie Eastment *(Non-executive Director)*	18th Floor, 52 Lime Street
	United Kingdom
	EC3M 7AF

20 July 2026

To: AIRE Shareholders and, for information only, to persons with information rights

Dear all

RESPONSE TO THE OFFER FOR ALTERNATIVE INCOME REIT PLC BY GLENSTONE REIT PLC

1. Introduction

On 15 May 2026, Glenstone, the largest shareholder in the Company, holding at the time, 24 per cent. of the issued ordinary share capital, announced it was considering a possible cash offer to acquire the entire issued and to be issued share capital of the Company not already owned by the Glenstone Group (the "**Possible Offer**").

Following the announcement of the Possible Offer, the AIRE Board formed an independent committee comprising both the independent AIRE Directors, but excluding Adam Smith (who at the time of the initial approach served on the Board as a representative of Glenstone) to consider Glenstone's initial proposal, the alternatives available to the Company and Shareholders, and to provide its views to the Company's independent Shareholders.

On 12 June 2026, Glenstone released its Rule 2.7 Announcement, pursuant to which AIRE Shareholders would be entitled to receive 70.0 pence in cash for each AIRE Share.

On 6 July 2026, Glenstone published the Glenstone Offer Document, pursuant to which it announced the terms of an increased cash offer, pursuant to which AIRE Shareholders would be entitled to receive 71.4 pence in cash for each AIRE Share. Effective upon the publication of the Glenstone Offer Document, Adam Smith resigned as a director of AIRE.

The Board also notes AEWU's recent statement made on 16 July 2026 that it is considering making an offer (the "**Possible AEWU Revised Offer**"). The Board welcomes AEWU's approach, if it proves to be in the best interests of all AIRE Shareholders.

I am writing to you on behalf of the Directors to explain why we are recommending that AIRE Shareholders **do not accept and take no action in relation to the Glenstone Offer**.

2. Summary of the terms of the Glenstone Offer

Under the terms of the Glenstone Offer, AIRE Shareholders would be entitled to receive, for each AIRE Share:

71.4 pence in cash

Glenstone has stated in the Glenstone Offer Document that the terms of the Glenstone Offer are final and the Cash Consideration will not be increased, except that it reserves the right to revise the financial terms if a third party announces a firm intention to make an offer for AIRE under Rule 2.7 of the Takeover Code.

Under the financial terms of the Glenstone Offer, if any dividend, other distribution or other return of capital or value is authorised, announced, declared, made or paid in respect of the AIRE Shares with a record date on or before the Unconditional Date, Glenstone must reduce the Cash Consideration payable for each AIRE Share by the amount of such dividend, other distribution or other return of capital or value.

Therefore, if AIRE declares a fourth interim dividend of 1.4 pence per AIRE Share for the period ended 30 June 2026 in order for AIRE to meet its target dividend for the financial year, the Cash Consideration payable under the Glenstone Offer would be reduced to the Effective Value. Accordingly, the fourth interim dividend should not be regarded as additional value over and above the Effective Value.

In evaluating the financial terms of the Glenstone Offer, the AIRE Board has considered the historical trading range of the AIRE Shares and the valuation of AIRE implied by the Glenstone Offer. An Effective Value of 70 pence per AIRE Share represents:

- a premium of approximately 0.43 per cent. to the Closing Price of 69.7 pence per AIRE Share on 14 May 2026, being the last Business Day before the commencement of the Glenstone Offer Period;
- a premium of approximately 1.45 per cent. to the Closing Price of 69.0 pence per AIRE Share on 11 June 2026, being the last Business Day before Glenstone's Rule 2.7 Announcement; and
- a discount of approximately 17.06 per cent. to AIRE's latest published NAV of 84.4 pence per AIRE Share as at 31 March 2026.

3. The AIRE Board's Reasons for Rejecting the Glenstone Offer

The Board has carefully considered the Glenstone Offer, the terms set out in Glenstone's Offer Document dated 6 July 2026, Glenstone's stated intentions for AIRE, AIRE's latest published financial information and portfolio update and the interests of all AIRE Shareholders as a whole.

The Board recognises that the Glenstone Offer would provide accepting AIRE Shareholders with cash consideration. However, the Board believes that the Glenstone Offer materially undervalues AIRE, does not provide AIRE Shareholders with an appropriate premium for control. In addition, and of considerable concern to the Board, if Glenstone obtains control of AIRE but does not acquire the entire issued share capital of the Company, the Glenstone Offer exposes AIRE Shareholders who do not accept the Glenstone Offer to material uncertainty and minority-shareholder risk.

ACCORDINGLY, THE AIRE BOARD UNANIMOUSLY RECOMMENDS THAT AIRE SHAREHOLDERS WHO HAVE NOT ACCEPTED THE GLENSTONE OFFER DO NOT DO SO. AIRE SHAREHOLDERS WHO HAVE ALREADY ACCEPTED THE GLENSTONE OFFER SHOULD WITHDRAW THEIR ACCEPTANCES AS SOON AS POSSIBLE.

The Board believes that there is no advantage to AIRE Shareholders in accepting the Glenstone Offer at this time. Each acceptance may be counted towards satisfaction of the Acceptance Condition and may therefore assist Glenstone in obtaining control of AIRE at a price which the Board believes materially undervalues the Company. By taking no action, AIRE Shareholders who have not accepted the Glenstone Offer will not contribute to Glenstone's acceptance count.

AIRE Shareholders should also be aware that submitting an acceptance may restrict their ability to respond to subsequent developments in the Glenstone Offer. Once validly submitted, an acceptance may only be withdrawn in accordance with the withdrawal procedure set out in the Glenstone Offer Document.

TO REJECT THE GLENSTONE OFFER, AIRE SHAREHOLDERS WHO HAVE NOT ACCEPTED IT NEED TAKE NO ACTION – SIMPLY DO NOT RETURN GLENSTONE'S FORM OF ACCEPTANCE OR SUBMIT AN ELECTRONIC ACCEPTANCE IN CREST.

AIRE SHAREHOLDERS WHO HAVE ALREADY ACCEPTED THE GLENSTONE OFFER SHOULD FOLLOW THE WITHDRAWAL PROCEDURES SET OUT IN PARAGRAPH 3 OF PART C OF PART II OF THE GLENSTONE OFFER DOCUMENT, TO THE EXTENT THEY REMAIN ENTITLED TO WITHDRAW.

The AIRE Board's reasons for rejecting the Glenstone Offer are set out below.

3.1 The Glenstone Offer is not worth 71.4 pence

AIRE has a clear income proposition. As announced in AIRE's 31 March 2026 net asset value, dividend and portfolio valuation update, the Company remained on track for its annual dividend target of not less than 5.6 pence per AIRE Share for the year ending 30 June 2026 and the dividend for the quarter ended 31 March 2026 was fully covered. That dividend target is a target and not a formal dividend forecast or profit forecast for the purposes of Rule 28 of the Takeover Code.

Glenstone's Offer is based on an assumption that no dividends are paid or declared or made before the Glenstone Offer becomes unconditional. Glenstone has stated that it must reduce the consideration payable under the Glenstone Offer by up to the amount of any such dividend.

Three interim dividends totalling 4.2 pence per AIRE Share have been paid for the current financial year. For AIRE to meet its stated dividend target of 5.6 pence per AIRE Share for the year ending 30 June 2026, a fourth quarterly dividend of 1.4 pence per AIRE Share would need to be declared in accordance with the Company's usual timetable. If such a dividend is declared and Glenstone reduces the Glenstone Offer consideration accordingly, the Cash Consideration payable under the Glenstone Offer would be reduced from 71.4 pence per AIRE Share to 70.0 pence per AIRE Share. This Effective Value would represent a discount of approximately 17 per cent. to AIRE's latest published net asset value.

The Board considers this to be an important point for AIRE Shareholders. The Glenstone Offer should not be regarded as 71.4 pence per AIRE Share plus the ordinary course dividend value expected by many AIRE Shareholders. If Glenstone reduces the Cash Consideration under the Glenstone Offer following the declaration or payment of a dividend, it would be reduced by the amount of that dividend. On that basis, the Glenstone Offer gives AIRE Shareholders no additional value for the income already generated by AIRE's portfolio in the quarter to 30 June 2026 and in the ordinary course during the Glenstone Offer timetable.

This is particularly relevant given AIRE's shareholder base. The Board is mindful that many AIRE Shareholders, including private investors, hold AIRE Shares for dividend income. The Board does not consider that the Glenstone Offer adequately compensates those AIRE Shareholders for giving up AIRE's income profile.

3.2 The Glenstone Offer is at a material discount to AIRE's Net Asset Value

The Effective Value of the Glenstone Offer values the entire issued and to be issued ordinary share capital of AIRE at approximately £56.35 million. This is materially below AIRE's latest published unaudited net asset value of 84.4 pence per AIRE Share, or £67.9 million, as at 31 March 2026. The Effective Value therefore represents a discount of approximately 17 per cent. to AIRE's latest published net asset value. In other words, the Effective Value is 14.4 pence per AIRE Share below AIRE's latest published net asset value, representing an aggregate value gap of approximately £11.55 million based on the 80,500,000 AIRE Shares in issue.

The Board does not consider that the Effective Value adequately reflects the value of AIRE's property portfolio, or the portfolio's substantially index-linked rental profile. AIRE's latest published valuation update stated that, as at 31 March 2026, the AIRE Group's property portfolio was valued at £103.45 million, had experienced only a marginal valuation decrease of £50,000, or 0.05 per cent., during the quarter, remained fully let, had 100 per cent. rent collection for the quarter, and had 92.1 per cent. of leases subject to index-linked rent reviews.

AIRE is a property investment company; net asset value is therefore a particularly important reference point for AIRE Shareholders when considering any offer and/or change of control of the Company and its assets. The Board recognises that published net asset value is not a guaranteed cash realisation value and that property valuations may move over time. Nevertheless, the Board believes that a bidder seeking control of AIRE should pay a price that properly reflects the value of the Company's assets and the quality of its contractual income. The Glenstone Offer does not do so.

The discount is particularly unattractive because Glenstone is not offering AIRE Shareholders an opportunity to participate in any future upside from AIRE's assets. Accepting AIRE Shareholders would receive the Effective Value of 70.0 pence per AIRE Share, but would give up their interest in a fully let, long-income, predominantly index-linked portfolio. The Board believes that this would transfer the future benefit of AIRE's assets and income to Glenstone at a material discount to AIRE's NAV.

3.3 The Glenstone Offer seeks control without paying an appropriate control premium

The Glenstone Offer is not merely a liquidity proposal. It is an offer by Glenstone to obtain control of AIRE. The Acceptance Condition can be satisfied if Glenstone receives acceptances which, when aggregated with AIRE Shares already owned or acquired by Glenstone and its wholly-owned subsidiaries, represent AIRE Shares carrying over 50 per cent. of the voting rights normally exercisable at a general meeting of AIRE Shareholders.

Despite this, the Glenstone Offer Price represents only a negligible premium to AIRE's undisturbed market share price and that premium would reduce further if AIRE declares a fourth interim dividend in order for AIRE to meet its target dividend for the financial year and the Glenstone Offer consideration is reduced accordingly. Glenstone's Offer Document states that the Glenstone Offer Price represents a premium of only approximately 2.44 per cent. to the Closing Price of 69.7 pence per AIRE Share on 14 May 2026, being the last Business Day before the commencement of the Glenstone Offer Period. However, if the Effective Value applies, the premium to that Closing Price would reduce to approximately a minuscule 0.43 per cent.

The Effective Value represents a discount of approximately 6.2 per cent., 6.6 per cent. and 2.9 per cent. to AIRE's three-month, six-month and twelve-month volume-weighted average share prices, respectively, in each case calculated by reference to AIRE's undisturbed share price period up to and including 14 May 2026, being the last Business Day prior to the announcement by Glenstone of its possible offer for AIRE.

The Board believes that Glenstone is seeking to acquire control of AIRE without paying AIRE Shareholders an appropriate control premium. AIRE Shareholders are being asked to sell not only their economic exposure to the Company's assets, but also the opportunity to participate in the future strategy, income generation and asset-management decisions of AIRE. The Board does not believe that the Glenstone Offer Price properly compensates AIRE Shareholders for that loss of control and future optionality.

3.4 The AEWU Possible Offer may provide AIRE Shareholders with a more attractive alternative

On 16 July 2026, AEWU announced that it was considering a possible all-share offer under which AIRE Shareholders would receive 0.725 AEWU shares for each AIRE Share.

Based on AEWU's closing share price on 15 July 2026 of 106.8 pence, being the day prior to the announcement, the AEWU Possible Offer had an implied value of approximately 77.4 pence per AIRE Share. This represents a premium of 8.4 per cent. to the 71.4 pence cash consideration under the Glenstone Offer. The implied value was approximately 10.6 per cent. above the 70.0 pence Effective Value of the Glenstone Offer. The 0.725 exchange ratio reflects adjustments to the respective NAVs of both AEWU and AIRE for their most recently paid or declared but unaccrued dividends. The AEWU Possible Offer would also allow AIRE Shareholders to remain invested in a listed, income-producing REIT.

However, no firm offer has been announced by AEWU, there can be no certainty that an offer will be made, and the implied value of the AEWU Possible Offer will fluctuate with AEWU's share price. The Board will need to consider the detailed terms of any firm offer before determining whether it could be recommended to AIRE shareholders.

3.5 There are significant governance concerns, including potential conflicts and reduced independent oversight

The Board believes that Glenstone's proposed structure creates actual or potential conflicts which AIRE Shareholders should consider carefully.

Glenstone is the bidder, a major AIRE Shareholder and the party seeking control of AIRE. Adam Smith, who was a director of AIRE until 6 July 2026 and is a director and substantial shareholder of Glenstone, has given an irrevocable undertaking to accept the Glenstone Offer in respect of his AIRE Shares.

Glenstone has stated that it would seek to internalise the management of AIRE through the appointment of two executive directors from its management team to the AIRE Board and with further administrative resources to be provided by Glenstone. It further stated that it would maintain at least one director independent of Glenstone unless it acquires the entire issued share capital of AIRE, though this is not a "post-offer undertaking" for the purposes of Rule 19.5 of the Takeover Code.

If Glenstone obtains control but does not acquire 100 per cent. of AIRE, remaining AIRE Shareholders may become minority shareholders in a Glenstone-controlled company with significantly reduced independent oversight. This is particularly relevant to decisions concerning asset disposals and retention, dividend policy, management charges, service-provider appointments, the potential delisting of AIRE Shares and the proposed Managed Wind-Down, which may give rise to actual or potential conflicts of interest.

The Board continues to believe that AIRE Shareholders should not accept an offer from Glenstone at such a large discount to NAV, which could also result in a material reduction in independent oversight and a fundamentally changed governance proposition for remaining minority shareholders.

Glenstone has stated that if it acquires AIRE Shares carrying more than 75 per cent., it would proceed with a delisting of AIRE Shares from the Main Market and would consider re-admission of the AIRE Shares to TISE. If the delisting and readmission to TISE took place this would significantly reduce the governance and regulatory framework currently applicable to AIRE. Glenstone has also stated that it would remove the AIFM.

3.6 Non-accepting AIRE Shareholders may be left in an unlisted, illiquid company

If the Glenstone Offer becomes unconditional, but Glenstone does not acquire 100 per cent. of AIRE, non-accepting AIRE Shareholders may remain invested in a company which is materially different from AIRE today.

As well as Glenstone stating that it intends to internalise AIRE's management structure, Glenstone has also stated that if it acquires AIRE Shares carrying more than 75 per cent. it would proceed with a delisting of AIRE Shares from the Main Market and the closed-ended investment funds category of the Official List and would seek admission to trading on The International Stock Exchange. If Glenstone only acquires AIRE Shares carrying more than 50 per cent. but less than 75 per cent., then it will still consider putting forward the proposals described above whilst implementing the Managed Wind-Down.

TISE describes itself as a globally recognised stock exchange with proportionate regulation and streamlined listing requirements and states that UK and EU rules do not apply unless applied voluntarily. However, the Board believes that a move from the Main Market and the Official List to TISE would be a material change in the liquidity, governance and regulatory framework currently applicable to AIRE Shareholders.

Glenstone itself has acknowledged that cancellation of admission to trading of AIRE Shares on the Main Market would significantly reduce the liquidity and marketability of any AIRE Shares not assented to the Glenstone Offer at that time. If AIRE Shares are not admitted to another market, remaining AIRE Shareholders would have no public market through which to trade their AIRE Shares. Even if the AIRE Shares were admitted to TISE, there can be no certainty as to the level of liquidity available to AIRE Shareholders wishing to trade their AIRE Shares. The Board believes that AIRE Shareholders should not be exposed to that risk as a consequence of an offer made at a material discount to AIRE's latest published net asset value.

3.7 Glenstone claims that it will make cost savings yet does not provide detail on what these are or how they can be achieved

Glenstone has stated that internalising AIRE's management, removing the AIFM, delisting the AIRE Shares from the Main Market and potentially admitting the AIRE Shares to TISE may produce cost savings. However, Glenstone has not quantified the amount, timing or certainty of those savings.

In particular, Glenstone has not provided sufficient detail on the proposed cost-based management charge payable to Glenstone or its associates, the costs of terminating AIRE's existing service-provider arrangements (and indeed any regulatory consequences of removing the AIFM) or the costs of delisting from the Main Market and seeking admission to TISE.

3.8 Glenstone has made unsubstantiated claims that seek to justify the discounted Glenstone Offer

Glenstone has referred to concerns over potential portfolio issues, including matters it says may have arisen during the due diligence process for the AEWU Initial Offer. However, Glenstone has also stated that it has not received further information in respect of the challenges that it says appeared to have emerged during AEWU's due diligence, and that following completion of the Glenstone Offer it intends to undertake a more detailed evaluation of AIRE's assets, expected to be completed within approximately three months from the Unconditional Date.

The Glenstone Offer Document repeats Glenstone's concerns but does not identify any specific portfolio issue which could, in the Board's view, justify the Glenstone Offer Price.

The Board does not believe that AIRE Shareholders should accept a materially discounted offer on the basis of unspecified concerns which Glenstone itself says it has not yet been able to evaluate fully. Glenstone is asking AIRE Shareholders to accept a certain discount today while reserving for itself the opportunity to review the portfolio after it has obtained control.

The Board is extremely experienced and is fully aware of AIRE's regulatory disclosure obligations. As AIRE has already stated, the Board is not currently aware of any material issues relating to the Company's portfolio that fall to be disclosed. AIRE has also noted that Adam Smith, Glenstone's representative director on the AIRE Board until his resignation on 6 July 2026, participated in AIRE Board meetings throughout his directorship for more than five years and the due diligence process in respect of the AEWU Initial Offer.

3.9 Glenstone itself recognises value in AIRE's assets

Glenstone's own statements undermine any suggestion that AIRE Shareholders should sell at a material discount because the portfolio lacks value. Glenstone has stated that, from its historic understanding of AIRE's portfolio, it believes certain of AIRE's assets are attractive and are likely to be complementary to Glenstone's existing property portfolio. Glenstone has further stated that, if it acquires the entire issued ordinary share capital of AIRE, it would expect to hold certain AIRE assets that it considers attractive for the longer term as part of Glenstone's own business strategy.

The Board considers this to be highly relevant. Glenstone is seeking to acquire AIRE at a material discount to AIRE's latest published net asset value, but has also indicated that it sees value in selected AIRE assets and may retain them for the longer term if it acquires 100 per cent. of the Company. In the view of the Board, AIRE Shareholders should question why they should sell those assets to Glenstone at such a large discount to NAV, when Glenstone itself appears to recognise the long-term value of the same assets.

This is a central reason for rejecting the Glenstone Offer. The Glenstone Offer would allow Glenstone to acquire control of AIRE, review the portfolio after completion, determine which assets it wishes to retain or dispose of and potentially capture for itself value which the Board believes properly belongs to AIRE Shareholders.

3.10 Glenstone's post-offer strategy has no clear timeline and creates potential conflicts of interest

The Board believes that Glenstone's stated post-offer plans raise significant questions which have not been adequately answered.

Glenstone has stated that it has not had the benefit of non-public due diligence information from AIRE. It has stated that, following completion of the Glenstone Offer, it intends to undertake a detailed evaluation of AIRE's assets, expected to be completed within approximately three months from the Unconditional Date. Glenstone has also stated that the timing and phasing of any disposals pursuant to a Managed Wind-Down would depend on prevailing market conditions and asset-specific optimisation, and that, given the limited availability of information before its announcement, it is unable to provide an estimate with certainty on the duration of the Managed Wind-Down with the three year timeframe it has referenced being subject to UK property market conditions.

The Board considers that Glenstone is asking AIRE Shareholders to accept the certainty of a large cash discount today, in exchange for an uncertain and unquantified plan tomorrow. Among other things, Glenstone has not provided AIRE Shareholders with sufficient detail on the proposed level and duration of any cost-based management charge payable to Glenstone or its associates; the expected dividend policy during any Managed Wind-Down; the basis on which assets would be retained, sold or transferred; or the protections that would be available to minority AIRE Shareholders in a Glenstone-controlled AIRE.

These uncertainties are particularly important because Glenstone has expressly stated that the statements in the intentions sections of the Glenstone Offer Document, including in relation to the Managed Wind-Down, internalisation, board composition, service-provider changes, AIFMD evaluation and listing arrangements, are not binding "post-offer undertakings" under Rule 19.5 of the Takeover Code. Although those statements remain subject to Rule 19.6 of the Takeover Code, Glenstone may depart from them after consulting the Panel and, unless the Panel otherwise consents, announcing the change and its reasons. Glenstone has made the same statement in relation to the section of its Glenstone Offer Document, which addresses delisting, cancellation of trading, re-registration and compulsory acquisition.

Under the Takeover Code, post-offer intention statements must be accurate when made and made on reasonable grounds, and a party that changes course within the relevant period must consult the Panel and, unless the Panel otherwise consents, promptly announce the change and explain its reasons. However, post-offer intention statements are not the same as post-offer undertakings, which must be specific, precise, objectively assessable and complied with for the specified period unless a stated qualification applies.

Any remaining AIRE Shareholders could therefore remain invested in the Company for a prolonged and uncertain period, with reduced independent oversight over the timing and terms of asset disposals, the retention of assets, dividend policy, management charges and the return of capital to AIRE Shareholders. The Board believes that these uncertainties and potential conflicts reinforce the risks of remaining as a minority shareholder in a Glenstone-controlled AIRE.

3.11 The Glenstone Offer could give Glenstone control without providing all AIRE Shareholders a clean exit

The structure of the Glenstone Offer creates a material risk for AIRE Shareholders who do not accept the Glenstone Offer. Glenstone's Acceptance Condition is set at over 50 per cent. of AIRE's voting rights, including AIRE Shares already owned or acquired by Glenstone. This means that the Glenstone Offer could become unconditional even if a substantial proportion of AIRE Shareholders (other than the Glenstone concert party) do not accept the Glenstone Offer.

As disclosed in the Glenstone Offer Document, the Glenstone Group held approximately 24.78 per cent. of AIRE's issued ordinary share capital as at the date of the Glenstone Offer Document, and Glenstone and its concert parties held, in aggregate, approximately 26.36[2] per cent.. Glenstone has also received commitments and indications of support (including from its concert party members) in respect of 6,423,000 AIRE Shares, representing approximately 7.97[3] per cent. of AIRE's issued ordinary share capital.

On that basis, Glenstone may need acceptances or acquisitions in respect of a further approximately 17.25 per cent. of AIRE's issued ordinary share capital to exceed 50 per cent. of AIRE's voting rights.

The Board believes that this structure is important for AIRE Shareholders to understand. Accepting the Glenstone Offer is not merely a personal liquidity decision. Each acceptance may assist Glenstone in obtaining control of AIRE at a material discount to AIRE's latest published net asset value.

If Glenstone obtains control but does not acquire 100 per cent. of AIRE, remaining AIRE Shareholders may be left as minority shareholders in a Glenstone-controlled company without a clean exit. This is particularly relevant to AIRE given retail investors make up a large portion of the Company's share register. Remaining AIRE Shareholders could also be exposed to a materially different investment proposition, including the potential delisting of AIRE Shares from the Main Market and materially reduced liquidity, governance protections and independent oversight.

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2 Inclusive of Adam Smith's 2.36 per cent. interest in AIRE Shares

3 Inclusive of Adam Smith's 2.36 per cent. interest in AIRE Shares

AIRE has already noted that, under the Companies Act 2006 and on the basis of the Glenstone Offer as structured, a statutorily invoked compulsory acquisition of minority shareholders may only be effected once Glenstone has, by virtue of acceptances of the Glenstone Offer, acquired or unconditionally contracted to acquire not less than 90 per cent. in value of, and not less than 90 per cent. of the voting rights carried by, the AIRE Shares to which the Glenstone Offer relates. There is therefore no certainty that Glenstone will acquire the entire issued share capital of AIRE even if the Glenstone Offer becomes unconditional.

3.12 The AIRE portfolio is fully let, long-income and substantially index-linked

AIRE's latest published portfolio and financial information demonstrates a resilient, fully let, long-income portfolio with strong rent collection and a substantially index-linked rental profile.

As at 31 March 2026, AIRE owned 19 properties valued at £103.45 million. The portfolio was fully let, rent collection for the quarter was 100 per cent., 92.1 per cent. of leases were subject to index-linked rent reviews, and 38.2 per cent. of contracted rental income was reviewed annually. The weighted average unexpired lease term was 15.1 years to the earlier of break and expiry and 16.8 years to expiry.

AIRE's latest published update also stated that the AIRE Group had annualised passing rent of £7.9 million, dividend cover of 100.7 per cent. for the quarter ended 31 March 2026, annualised ongoing charges of 1.5 per cent., and a loan to gross asset value ratio of 34.3 per cent. The AIRE Group's net asset value decreased by only 0.1 per cent. during the quarter, and when the 1.4 pence dividend paid during the period is included, AIRE delivered an unaudited net asset value total return of plus 1.5 per cent. for the quarter.

The Board recognises that no property portfolio is free from risk and that AIRE, like all property investment companies, remains exposed to the wider property market conditions, the risk of tenant default, rises in interest rates and other macroeconomic factors. However, the Board does not believe that AIRE's latest published financial and operating metrics support a sale of the Company at a material discount to NAV and without an appropriate control premium.

The Board believes that the Glenstone Offer asks AIRE Shareholders to exchange a fully let, long-income and substantially index-linked portfolio for cash, at a price which does not reflect the resilience, longevity and inflation-linked characteristics of AIRE's income.

The Glenstone Offer would also deprive accepting AIRE Shareholders of the opportunity to benefit from AIRE's future income, active asset management and strategic optionality. These opportunities are not risk-free, but the Board does not believe they are properly reflected in the Glenstone Offer Price.

3.13 Overall conclusion

The Board believes that the Glenstone Offer is opportunistic and materially undervalues AIRE. It offers AIRE Shareholders cash certainty, but at the wrong price and on terms which may allow Glenstone to obtain control of AIRE without providing all AIRE Shareholders with a clean exit.

The key reasons for the Board's rejection are as follows:

- the Effective Value of 70 pence per AIRE Share represents a material discount of 17 per cent. to AIRE's latest published net asset value of 84.4 pence per AIRE Share;
- the AEWU Possible Offer may provide AIRE Shareholders with a more attractive alternative, although no firm offer has been announced;
- the Glenstone Offer does not provide AIRE Shareholders with an appropriate premium for control;

- the Glenstone Offer creates significant governance concerns, potential conflicts and reduced independent oversight if Glenstone obtains control without acquiring the whole of AIRE;
- non-accepting AIRE Shareholders may be left in an unlisted, illiquid company or with materially reduced liquidity and marketability;
- Glenstone has not quantified the cost savings that it claims may arise from its post-offer proposals;
- Glenstone has not substantiated any portfolio issue which, in the Board's view, justifies acquiring AIRE at a material discount to its latest published net asset value;
- Glenstone's own statements indicate that it sees value in certain AIRE assets and may retain selected assets for the longer term if it acquires 100 per cent. of AIRE;
- Glenstone's proposed Managed Wind-Down has no clear timeline and creates risks and potential conflicts for remaining minority AIRE Shareholders;
- the Glenstone Offer could allow Glenstone to obtain control of AIRE without reaching the statutory squeeze-out threshold of 90 per cent. for the AIRE shares to which the Glenstone Offer relates, leaving non-accepting AIRE Shareholders as minority shareholders in a Glenstone-controlled company; and
- AIRE's latest published portfolio and financial information demonstrates a resilient, fully let, long-income portfolio with strong rent collection and a substantially index-linked rental profile.

FOR THESE REASONS, THE BOARD BELIEVES THAT THE GLENSTONE OFFER IS OPPORTUNISTIC, MATERIALLY UNDERVALUES AIRE AND IS NOT IN THE BEST INTERESTS OF AIRE SHAREHOLDERS AS A WHOLE.

AIRE SHAREHOLDERS WHO HAVE NOT ACCEPTED THE GLENSTONE OFFER SHOULD TAKE NO ACTION TO ACCEPT IT.

DO NOT SIGN OR RETURN ANY FORM OF ACCEPTANCE IN RESPECT OF YOUR AIRE SHARES.

DO NOT SUBMIT ANY ELECTRONIC ACCEPTANCE IN RESPECT OF YOUR AIRE SHARES.

AIRE SHAREHOLDERS WHO HAVE ALREADY ACCEPTED THE GLENSTONE OFFER SHOULD FOLLOW THE WITHDRAWAL PROCEDURES SET OUT IN PARAGRAPH 3 OF PART C OF PART II OF THE GLENSTONE OFFER DOCUMENT, TO THE EXTENT THEY REMAIN ENTITLED TO WITHDRAW.

4. AIRE's current trading and prospects

On 29 April 2026, AIRE announced a trading update for the quarter ended 31 March 2026 which is available on AIRE's website at https://www.alternativeincomereit.com/news/nav-dividend-declaration-portfolio-valuation-update/.

As set out in the trading update, the AIRE Group continued to deliver a resilient performance during the quarter ended 31 March 2026, supported by its fully let portfolio, strong rent collection and predominantly index-linked income stream. As at 31 March 2026, the portfolio comprised 19 properties with an independent valuation of £103.5 million, generating contracted annual passing rent of £7.9 million. The portfolio remained fully occupied, with 100 per cent. of rent collected when due and 92.1 per cent. of leases benefiting from index-linked rent reviews. Active asset management initiatives continued throughout the period, supporting rental growth and enhancing the quality and visibility of future income, whilst the portfolio maintained a weighted average unexpired lease term of 15.1 years to the earlier of break or expiry and 16.8 years to expiry.

As at 31 March 2026, the AIRE Group's net asset value was £67.9 million (84.4 pence per share). During the quarter, the AIRE Group generated adjusted earnings of 1.4 pence per share, providing dividend cover of 100.7 per cent., and the Board declared a third interim dividend of 1.4 pence per share, remaining on track to deliver its target annual dividend of not less than 5.6 pence per share for the year ended 30 June 2026. The AIRE Group delivered a net asset value total return of 1.5 per cent. for the quarter, while the Company's shares traded at a discount to net asset value of 16.7 per cent..

Following the successful refinancing of its debt facilities with HSBC in the third quarter of 2025, the Board remains confident in the AIRE Group's ability to generate secure and predictable income returns whilst maintaining capital value through disciplined portfolio management and investment in alternative and specialist property sectors.

5. Views of the AIRE Directors on Glenstone's intentions for AIRE

The Takeover Code requires the AIRE Directors to give their views on the effects of implementation of the Glenstone Offer on AIRE's interests, including, specifically, employment and Glenstone's strategic plans for AIRE and their likely repercussions on employment and the locations of AIRE's places of business.

Your attention is drawn to the statement of Glenstone's intentions for AIRE if the Glenstone Offer becomes or is declared Unconditional, as set out in paragraph 9 of Part 1 of the Glenstone Offer Document, to which the AIRE Directors have given due consideration.

As referred to above in paragraph 3 (*The AIRE Board's Reasons for Rejecting the Glenstone Offer*), there is uncertainty regarding Glenstone's intentions for AIRE. Glenstone has stated that the statements in paragraph 9 of Part 1 the Glenstone Offer Document, including in relation to the Managed Wind-Down, internalisation, board composition, service-provider changes, AIFMD evaluation and listing arrangements, are not post-offer undertakings for the purposes of Rule 19.5 of the Takeover Code. Glenstone has made the same statement in relation to paragraph 12 of Part 1 of the Glenstone Offer Document, which addresses delisting, cancellation of trading, re-registration and compulsory acquisition.

Under the Takeover Code, post-offer intention statements must be accurate when made and made on reasonable grounds, and a party that changes course within the relevant period must consult the Panel and normally announce the change. However, post-offer intention statements are not the same as post-offer undertakings, which must be specific, precise, objectively assessable and complied with for the specified period unless a stated qualification applies.

The Board believes that AIRE Shareholders should place limited weight on unquantified and non-binding post-offer plans as a reason to accept the Glenstone Offer which materially undervalues the Company. Glenstone's plans may or may not deliver value for remaining AIRE Shareholders. What is clear is that AIRE Shareholders accepting the Glenstone Offer would give up their interest in AIRE for 71.4 pence per AIRE Share, or potentially 70.0 pence per AIRE Share if a fourth interim dividend of 1.4 pence per AIRE Share is declared in order for AIRE to meet its target dividend for the financial year and the Glenstone Offer consideration is reduced accordingly.

6. Recommendation

The AIRE Directors are of the view that the Glenstone Offer is opportunistic, does not reflect an adequate value or premium for control of AIRE and therefore undervalues AIRE and its prospects. Accordingly, the AIRE Directors, who have been so advised by Shore Capital as to the financial terms of the Glenstone Offer, do not consider the terms of the Glenstone Offer to be fair and reasonable and UNANIMOUSLY RECOMMEND THAT AIRE SHAREHOLDERS DO NOT ACCEPT THE GLENSTONE OFFER.

The AIRE Directors are, however, aware that any decision by AIRE Shareholders as to whether to accept the Glenstone Offer will depend upon their individual circumstances. In particular, the AIRE Directors note that the Glenstone Offer, if it becomes or is declared unconditional, will provide AIRE Shareholders who accept it while it remains open with the opportunity to realise the cash consideration then payable under the terms of the Glenstone Offer. If AIRE Shareholders are in any doubt as to what action they should take, they should seek their own independent professional advice.

In providing its financial advice to the AIRE Directors, Shore Capital has taken into account the commercial assessments of the AIRE Directors. Shore Capital is providing independent financial advice to the AIRE Directors for the purposes of Rule 3 of the Takeover Code.

Of the current AIRE Directors, Stephanie Eastment is beneficially interested in 25,920 AIRE Shares in aggregate, representing approximately 0.03 per cent. of AIRE's issued ordinary share capital. Stephanie Eastment does not intend to accept the Glenstone Offer in respect of such AIRE Shares.

Yours faithfully,

Simon Bennett
Non-executive Chair
Alternative Income REIT plc

PART 3
ADDITIONAL INFORMATION

1. Responsibility

The AIRE Directors, whose names are set out in paragraph 2.1 below, accept responsibility for the information contained in this Document (including expressions of opinion), save that the sole responsibility accepted by the AIRE Directors in respect of the information contained in this Document relating to Glenstone, the Wider Glenstone Group and any connected persons of and any persons acting in concert with any of the foregoing, has been to ensure that such information has been correctly compiled from published sources and is fairly reproduced and presented. Subject as aforesaid, to the best of the knowledge and belief of the AIRE Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. AIRE Directors and information on AIRE

2.1 The full legal names of the AIRE Directors (who are otherwise referred to by their professional names throughout this Document) and their respective positions are:

Name	Position
Simon Bennett	*Non-executive Chair*
Stephanie Eastment	*Non-executive Director*

2.2 On 6 July 2026, Adam Smith resigned as a director of AIRE. Mr Smith is a director of Glenstone and he has entered into an irrevocable undertaking with Glenstone to accept or procure the acceptance of the Glenstone Offer in respect of 1,900,000 AIRE Shares in which he is interested.

2.3 AIRE is a public company limited by shares incorporated and registered in England and Wales with registered number 10727886. AIRE's ordinary shares are quoted on the London Stock Exchange with International Securities Identification Number GB00BDVK7088. AIRE's LEI number is 213800MPBIJS12Q88F71.

2.4 The registered address of AIRE and the business address of each of the AIRE Directors is The Scalpel, 18th Floor, 52 Lime Street, London, United Kingdom EC3M 7AF.

3. Persons acting in concert

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

Name	Registered office	Relationship with AIRE
Shore Capital and Corporate Limited or Shore Capital Stockbrokers Limited	Cassini House, 57 St James's Street, London SW1A 1LD	Financial Adviser and Rule 3 Adviser to AIRE
Martley Capital Real Estate Investment Management Ltd	10 Queen Street Place, London EC4R 1AG	Investment Adviser to AIRE
Langham Hall Fund Management LLP	Broadwalk House, 5 Appold Street, London EC2A 2DA	Alternative Investment Fund Manager (AIFM) to AIRE

4. Interests and dealings in relevant securities

4.1 For the purposes of this paragraph 4:

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

"**close relative**" has the meaning given to it in the Takeover Code;

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

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

"**dealing**" has the meaning given to it in the Takeover Code and "**dealt**" has the corresponding meaning;

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

"**disclosure date**" means the Latest Practicable Date;

"**disclosure period**" means the period commencing on 15 May 2025, being the date 12 months prior to the commencement of the Glenstone Offer Period, and ending on the disclosure date;

"**interest**" or "**interests**" in relevant securities has the meaning given to it in the Takeover Code;

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

"**relevant Glenstone securities**" means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeree company) of Glenstone including equity share capital of Glenstone (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and "**short position**" means any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

4.2 Interests in relevant AIRE securities

As at the close of business on the disclosure date:

(a) the interests of the AIRE Directors (and their close relatives, related trusts and connected persons) in AIRE Shares were as follows:

AIRE Director	Number of AIRE Shares	Percentage of AIRE issued share capital (excluding treasury shares)
Stephanie Eastment [(1)]	55,000	0.07%
TOTAL	55,000	0.07%

(1) *Includes 29,080 AIRE Shares held by a close relative of Stephanie Eastment.*

(b) neither the AIRE Directors (nor any of their close relatives, related trusts and connected persons) held any outstanding awards or options over AIRE Shares;

(c) other than the interests of the AIRE Directors referred in (a) above, none of the persons acting in concert with AIRE held any interests in any relevant AIRE securities;

(d) neither AIRE, nor any person acting in concert with AIRE, nor any of the AIRE Directors (nor any of their close relatives, related trusts and connected persons), had an interest in or a right to subscribe for, or had any short position in relation to, any relevant AIRE securities, nor had any such person dealt in any relevant AIRE securities during the disclosure period;

(e) neither AIRE, nor any person acting in concert with AIRE, nor any of the AIRE Directors (nor any of their close relatives, related trusts and connected persons), has borrowed or lent any relevant AIRE securities (save for any borrowed shares which have either been on-lent or sold);

(f) neither AIRE, nor any person acting in concert with AIRE, nor any of the AIRE Directors (nor any of their close relatives, related trusts and connected persons), has entered into or taken any action to unwind any financial collateral arrangements in respect of any relevant securities of AIRE during the disclosure period;

(g) no arrangement (including any indemnity or option arrangement), agreement or understanding, formal or informal, of whatever nature, relating to relevant AIRE securities which may be an inducement to deal or refrain from dealing exists between AIRE or any person acting in concert with AIRE and any other person.

4.3 Dealings in relevant AIRE securities

As at the close of business on the disclosure date, there have been no dealings in relevant AIRE securities by AIRE Directors (and their respective close relatives, related trusts and connected persons) or by persons acting in concert with AIRE during the disclosure period.

4.4 Interests and dealings in relevant Glenstone securities

As at the close of business on the disclosure date, neither AIRE, nor any person acting in concert with AIRE, nor any of the AIRE Directors (nor any of their respective close relatives, related trusts and connected persons) had any interest in or right to subscribe for, or had any short position in relation to, any relevant Glenstone securities, nor had any such person dealt in any relevant Glenstone securities during the disclosure period.

4.5 Securities held by Adam Smith

As noted in paragraph 2.2 above, Adam Smith resigned as a director of AIRE on 6 July 2026. Please refer to paragraph 4 of Part VI of the Glenstone Offer Document for details of interests of, and dealings by, Mr Smith in relevant AIRE securities and relevant Glenstone securities.

5. Service contracts and letters of appointment of the AIRE Directors

5.1 Simon Bennett, Chair and Non-Executive Director

Simon was appointed as a Non-Executive Director and Chair of the Board pursuant to an appointment letter dated 10 November 2022. Simon's appointment as a Non-Executive Director took effect from 10 November 2022 whilst his appointment as Chair took effect from 30 November 2022. Simon's appointment is terminable in accordance with AIRE's articles of association as well as specified circumstances in the appointment letter which includes misconduct, bankruptcy, unauthorised absence from Board meetings for six consecutive months or more. Upon termination Simon will only be entitled to accrued fees as at the date of termination along with any expenses properly incurred to such date. Simon is entitled to receive an annual fee of £44,250 as Chair and Non-Executive Director.

5.2 Stephanie Eastment, Non-Executive Director

Stephanie was appointed as a Non-Executive Director pursuant to an appointment letter dated 28 September 2021 with her appointment taking effect from 1 October 2021. Stephanie is also the chair of the audit committee. Stephanie's appointment is terminable in accordance with AIRE's articles of association as well as specified circumstances in the appointment letter which includes misconduct, bankruptcy, unauthorised absence from Board meetings for six consecutive months or more. Upon termination Stephanie will only be entitled to accrued fees as at the date of termination along with any expenses properly incurred to such date. Stephanie is entitled to receive an annual fee of £36,875 Non-Executive Director and chair of the audit committee.

AIRE maintains directors' and officers' insurance for the benefit of each non-executive Director. In addition, the articles of association of AIRE affords indemnification at the direction of the AIRE Board to its directors against all liabilities and related costs that they may incur in the execution of their duties.

5.3 Other service agreements

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

6. AIRE Material contracts

6.1 Save as set out below, there have been no material contracts entered into by AIRE or any other member of the AIRE Group other than in the ordinary course of business since 15 May 2024 (being the date two years prior to the commencement of the Glenstone Offer Period) and which are or may be considered to be material.

6.2 Confidentiality Agreement

On 19 March 2026, AEWU and AIRE entered into the confidentiality agreement (which contains mutual confidentiality obligations), pursuant to which each party has undertaken to keep confidential, and to procure that certain of its representatives keep confidential, information relating to the other party and/or to the AEWU Initial Offer, to use such information solely for the agreed purposes in relation to the AEWU Initial Offer and not to disclose it to third parties (other than to permitted disclosees) unless required by law or regulation.

6.3 HSBC Facility

On 2 September 2025, Alternative Income REIT Holdco Limited and its subsidiary Alternative Income Limited (as parent and borrower respectively) entered into a revolving credit facility agreement with HSBC UK Bank plc (as lender), (the "**Revolving Credit Facility Agreement**"). Under the terms of the Revolving Credit Facility Agreement, the lender provided a secured revolving credit facility of up to £41,000,000, with an uncommitted accordion option of up to a further minimum amount of £2,000,000 and a maximum principal amount of £10,000,000 (the "**Revolving Credit Facility**").

Subject to the exercise of an extension option under the Revolving Credit Facility Agreement, the facility is repayable in a single bullet repayment 5 years from the date of the Revolving Credit Facility Agreement, being 2 September 2030. The borrower may voluntarily prepay all or any part of the outstanding Revolving Credit Facility (subject to a minimum amount and multiple of £1,000,000 in respect of facility A and £500,000 for facility B) by giving not less than 10 SONIA banking days' prior written notice to the agent. If either: (i) any person or persons acting in concert hold beneficially 30 per cent. or more of the shares carrying voting rights in AIRE; (ii) AIRE ceases to be a REIT and listed on the London Stock Exchange; or (iii) AIRE ceases to control the parent or borrower, the lender shall not be obliged to fund a utilisation under the Revolving Credit Facility and may, by giving not less than 20 business days' notice to the borrower, cancel the available commitments and demand all outstanding amounts to be immediately due and payable.

Amounts outstanding under the Revolving Credit Facility bear interest at a rate equal to compounded daily SONIA plus a margin of 1.70 per cent. per annum. Under the terms of the Revolving Credit Facility Agreement, the following fees are payable: (i) a commitment fee of 0.15 per cent. per annum of the lender's available commitment under each of facility A and facility B and, for the period from the expiry of the availability period of facility A until the expiry of the availability period for facility B, 40.0 per cent. per annum of the margin on the lenders available commitment under facility B; (ii) an arrangement fee, agency fee and security agent fee (the amounts of which are set out in separate fee letters); and (iii) an extension fee (if applicable, to be set out in a separate fee letter).

Each obligor irrevocably and unconditionally guarantees each finance party the punctual performance by each obligor of all that obligor's obligations under the finance documents and undertakes with each finance party that whenever another obligor does not pay an amount under or in connection with any finance document, that obligor shall immediately on demand pay that amount as if it was the principal obligor.

The HSBC Facility Agreement contains customary representations, undertakings, events of default, financial covenants, and restrictions on disposals, acquisitions, further indebtedness, and distributions that are customary for a facility of this type and governed by English law.

In connection with the entry into the HSBC Facility, members of the AIRE Group entered into customary security documentation for the purposes of securing its obligations to HSBC UK Bank plc under the Revolving Credit Facility Agreement.

7. Glenstone Offer-related fees and expenses

7.1 The aggregate fees and expenses which are expected to be incurred by AIRE in connection with the Glenstone Offer are estimated to amount to £645,667 (excluding applicable value added tax, other taxes and disbursements). This aggregate number consists of the following categories (in each case excluding applicable value added tax, other taxes and disbursements):

Category	**Amount (excluding applicable VAT) (£'000)(1)**
Financial and corporate broking advice	370(2)
Legal advice	225(3)
Accounting advice	nil
Public relations advice	nil
Other professional services	35
Other costs and expenses	15.67 (4)
TOTAL	645.67

(1) *Amounts have been subjected to rounding adjustments.*

(2) *The amount payable in respect of these fees and expenses is contingent on the outcome of the Glenstone Offer. If the Glenstone Offer becomes Unconditional, the aggregate fees and expenses payable are expected to be approximately £370,000. If the Glenstone Offer lapses, the aggregate fees and expenses payable are expected to be approximately £250,000. These amounts exclude disbursements.*

(3) *Amounts do not include disbursements. Certain parts of these costs may also depend on whether the Glenstone Offer becomes Unconditional.*

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

8. No significant change

Save as set out in the trading update for the period ended 31 March 2026 which was published by the Company on 29 April 2026 and which is further detailed in paragraph 4 of Part 2 (*Letter from the Chair of AIRE*) of this Document, there has been no significant change in the financial or trading position of AIRE since 31 December 2025, being the date to which the latest interim financial information published by AIRE was prepared.

9. Property valuation

Valuation report

9.1 For the purposes of Rule 29 of the Takeover Code, valuations of AIRE's property portfolio have been produced by Knight Frank LLP ("**Knight Frank**") as at 31 March 2026.

9.2 As at 31 March 2026, the AIRE Group held 19 investment properties valued by Knight Frank at £103.45 million.

No material difference

9.3 For the purposes of Rule 29.5(a) of the Takeover Code, the AIRE Directors confirm that Knight Frank has confirmed that an updated valuation, as at the date of this Document, of AIRE's property portfolio valued by Knight Frank, would not be materially different to the valuation given by Knight Frank as at 31 March 2026 and contained in Knight Frank's valuation report dated 6 July 2026.

10. Sources of information and bases of calculation

10.1 As at the Latest Practicable Date, there were 80,500,000 AIRE Shares in issue.

10.2 Any references to the issued and to be issued ordinary share capital of AIRE are each based on the 80,500,000 AIRE Shares referred to in paragraph 10.1 above.

10.3 The value attributed to the existing issued and to be issued ordinary share capital of AIRE is based upon a fully diluted share capital figure of 80,500,000 AIRE Shares referred to in paragraph 10.1 above.

10.4 Unless stated otherwise, all prices quoted for AIRE Shares are Closing Prices.

10.5 Share price and volume-weighted average price data is derived from FactSet and Bloomberg.

10.6 Unless otherwise stated, the financial information concerning AIRE has been extracted from the audited annual report and accounts for AIRE for 30 June 2025.

11. Consent

11.1 Shore Capital has given and not withdrawn its written consent to the issue of this Document with the inclusion of the references to its name in the form and context in which they appear.

11.2 Knight Frank has given and not withdrawn its written consent to the issue of this Document with the inclusion of the references to its name in the form and context in which they appear.

12. Documents incorporated by reference

12.1 The documents referred to below (or parts thereof), the contents of which have previously been announced through a Regulatory Information Service, are incorporated by reference into this Document:

(a) the audited accounts of AIRE for the financial year ended 30 June 2025 are set out on pages 54 to 79 (inclusive) of the full year results to 30 June 2025 and are available free of charge on AIRE's website at https://www.alternativeincomereit.com/wp-content/uploads/2025/10/AIRE-Annual-Report-2025.pdf;

(b) the interim results of AIRE for the six months ended 31 December 2025 are available free of charge on AIRE's website at https://www.alternativeincomereit.com/news/half-year-financial-report-31-december-2025/; and

(c) the trading update for the quarter ended 31 March 2026, released on 29 April 2026, is available free of charge on AIRE's website at https://www.alternativeincomereit.com/news/nav-dividend-declaration-portfolio-valuation-update/.

12.2 A person who has received this Document may request a copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference will not be sent to such persons unless requested. AIRE Shareholders may request hard copies by contacting the shareholder helplines, details of which are set out in the paragraph titled "Right to receive documents in hard copy form" on page 5 of this Document.

13. Documents available for inspection

During the Glenstone Offer Period, a copy of each of the following documents will be available via a link on AIRE's website at www.alternativeincomereit.com/investors/offer-for-aire-by-glenstone/:

13.1 this Document;

13.2 the Glenstone Offer Document;

13.3 the articles of association of AIRE;

13.4 the audited consolidated financial statements of AIRE for the two years ended 30 June 2024 and 30 June 2025 and the unaudited consolidated interim financial statements of AIRE for the six months ended 31 December 2025;

13.5 the written consent letter from Shore Capital referred to at paragraph 11.1 above;

13.6 the written consent letter from Knight Frank referred to at paragraph 11.2 above; and

13.7 the no material difference letter from Knight Frank regarding their valuation report provided in connection with this Document.

PART 4
DEFINITIONS

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

"**Acceleration Statement**"	a statement in which Glenstone, in accordance with Rule 31.5 of the Takeover Code, brings forward the latest date by which all of the Conditions to the Glenstone Offer must be satisfied or waived;
"**Acceptance Condition**"	the Condition set out in paragraph 1 of Part A of Part II of the Glenstone Offer Document;
"**AEWU**"	AEW UK REIT plc, a public limited company incorporated and registered in England and Wales with registered number 09522515, the registered office of which is at 19th Floor 51 Lime Street, London EC3M 7DQ;
"**AEWU Initial Offer**"	the possible all-share offer for AIRE by AEWU announced on 24 March 2026;
" **AEWU Possible Offer**"	the possible all-share offer for AIRE by AEWU announced on 16 July 2026;
"**AIFM**"	the Alternative Investment Fund Manager.
"**AIFMD**"	the Alternative Investment Fund Managers Directive in the UK;
"**AIRE**"	Alternative Income REIT plc, a public limited company incorporated and registered in England and Wales with registered number 10727886, the registered office of which is at The Scalpel, 18th Floor, 52 Lime Street, London EC3M 7AF;
"**AIRE Board**" or "**AIRE Directors**"	the directors of AIRE at the time of this Document or, where the context requires, the directors of AIRE from time to time;
"**AIRE Group**"	AIRE and its subsidiary and associated undertakings and any other body corporate, partnership, joint venture or person in which AIRE and all such undertakings (aggregating their interests) have a Significant Interest; "**AIRE Shareholder(s)**" or "**Shareholder(s)**" holder(s) of AIRE Shares from time to time;
"**AIRE Share(s)**" or "**Share(s)**"	the existing unconditionally allotted or issued and fully paid ordinary shares of 1 pence each in the capital of AIRE and any further ordinary shares which are unconditionally allotted or issued and fully paid before the Glenstone Offer closes (or before such earlier date as Glenstone, subject to the Takeover Code, may

	determine, not being earlier than the Unconditional Date) but excluding in both cases any such shares held or which become held in treasury;
"**associated undertaking**"	shall be construed in accordance with paragraph 19 of Schedule 6 to The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 (SI 2008/410), but for this purpose ignoring paragraph 19(1)(b) of Schedule 6 of those regulations;
"**Business Day**"	a day, not being a Saturday, a Sunday or a public holiday in England, on which clearing banks in London are open for normal business;
"**Cash Consideration**"	the cash consideration payable to AIRE Shareholders pursuant to the Glenstone Acquisition;
"**Closing Price**"	the closing middle market price of an AIRE Share as derived from the Daily Official List on any particular date;
"**Companies Act**"	the Companies Act 2006, as amended from time to time;
"**Conditions**"	the conditions to the Glenstone Offer, as set out in Part A of Part II of the Glenstone Offer Document, and any reference to a numbered Condition shall be a reference to the Condition set out in the paragraph of Part A of Part II of the Glenstone Offer Document bearing such number, and "**Condition**" shall mean any one of them;
"**Daily Official List**"	the daily official list of the London Stock Exchange;
"**Day 60**"	4 September 2026 or such other date as may otherwise be set as being such day of the timetable of the Glenstone Offer in accordance with the Takeover Code;
"**Dealing Disclosure**"	an announcement by a party to an offer or a person acting in concert as required by Rule 8 of the Takeover Code;
"**Document**"	this document dated 20 July 2026 addressed to AIRE Shareholders;
"**Effective Value**"	has the meaning given to it in Part 1 (*Key Reasons to Reject the Glenstone Offer*) of this Document;
"**FCA**"	Financial Conduct Authority of the UK, or its successor from time to time, acting in its capacity as the

	competent authority for the purposes of Part VI of FSMA;
"**FCA Handbook**"	the FCA's Handbook of rules and guidance as amended from time to time;
"**FRC**"	The Financial Reporting Council Limited, a company limited by guarantee incorporated and registered in England and Wales with registered number 02486368, the registered office of which is at 13th Floor 1 Harbour Exchange Square, London E14 9GE;
"**FSMA**"	the Financial Services and Markets Act 2000 (as amended from time to time);
"**Glenstone**"	Glenstone REIT plc, a public limited company incorporated and registered in England and Wales with registered number 00986343, the registered office of which is at 6 Duke Street, London W1U 3EN;
"**Glenstone Acquisition**"	the proposed acquisition by Glenstone of the entire issued, and to be issued, ordinary share capital of AIRE not already owned by the Glenstone Group, to be implemented by means of the Glenstone Offer, or under certain circumstances should Glenstone elect and subject to the consent of the Panel, by means of a Scheme, and where the context requires, any subsequent revision, variation, extension or renewal thereof;
"**Glenstone Board**"	the board of directors of Glenstone as at the date of the Glenstone Offer Document;
"**Glenstone Directors**"	the directors of Glenstone as at the date of this Document (whose names are set out in paragraph 2.1 of Part VI of the Glenstone Offer Document);
"**Glenstone Group**"	Glenstone and its subsidiary undertakings from time to time;
"**Glenstone Offer**"	the contractual takeover offer, as provided for in Chapter 3 of Part 28 of the Companies Act, made by Glenstone to acquire the entire issued and to be issued ordinary share capital of AIRE not already owned by the Glenstone Group on the terms and subject to the conditions set out in the Glenstone Offer Document and the Form of Acceptance and, where the context permits, any subsequent revision, variation, extension or renewal of such takeover offer;
"**Glenstone Offer Document**"	the offer document published by Glenstone on 6 July 2026 in relation to the Glenstone Offer;

"**Glenstone Offer Period**"	the period commencing on 15 May 2026 and ending on: (a) the earlier of the date on which the Glenstone Offer has become or has been declared unconditional or the date on which the Glenstone Offer lapses or is withdrawn (or such other date as the Panel may decide); or (b) should the Glenstone Acquisition be implemented by way of a Scheme, the earlier of the date on which the Scheme becomes effective or the date on which the Scheme lapses or is withdrawn (or such other date as the Panel may decide), other than (in the case of (a)) where such lapsing or withdrawal is a result of Glenstone exercising its right to implement the Glenstone Acquisition by way of a Scheme;
"**Glenstone Offer Price**"	71.4 pence for each AIRE Share payable under the Glenstone Offer;
"**holder(s)**"	(a) registered holder(s) and includes any person(s) entitled by transmission;
"**Latest Practicable Date**"	close of business on 17 July 2026, being the latest practicable date prior to publication of this Document;
"**London Stock Exchange**"	London Stock Exchange plc or its successor;
"**Main Market**"	the main market for listed securities operated by the London Stock Exchange;
"**Managed Wind-Down**"	has the meaning given to it in paragraph 3.2 of Part I of the Glenstone Offer Document;
"**NAV**"	has the meaning given to it in Part 1 (*Key Reasons to Reject the Glenstone Offer*) of this Document;
"**Official List**"	the Official List of the FCA;
"**Opening Position Disclosure**"	an announcement pursuant to Rule 8 of the Takeover Code containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to the Glenstone Acquisition;
"**Panel**"	the Panel on Takeovers and Mergers;
"**Registrar of Companies**"	the Registrar of Companies in England and Wales;
"**Regulatory Information Service**"	an information service authorised from time to time by the FCA for the purposes of disseminating regulatory announcements;

"**relevant securities**"	has the meaning given to it in the Takeover Code;
"**Restricted Jurisdiction**"	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Glenstone Acquisition (including this Document) is sent or made available to AIRE Shareholders in that jurisdiction;
"**Rule 2.7 Announcement**"	the announcement made by Glenstone pursuant to Rule 2.7 of the Takeover Code on 12 June 2026 regarding the Glenstone Offer;
"**Scheme**"	a scheme of arrangement under Part 26 of the Companies Act;
"**Significant Interest**"	in relation to an undertaking or partnership, a direct or indirect interest of 20 per cent. or more of: (a) the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking; or (b) the relevant partnership interests;
"**Takeover Code**"	the City Code on Takeovers and Mergers issued by the Panel, as amended from time to time;
"**Takeover Offer**"	a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act;
"**The International Stock Exchange**" or "**TISE**"	the investment exchange known as The International Stock Exchange Authority, which is operated by The International Stock Exchange Authority Limited;
"**UK**" or "**United Kingdom**"	United Kingdom of Great Britain and Northern Ireland;
"**UK Listing Rules**"	the UK listing rules sourcebook made by the FCA pursuant to section 73A of FSMA (as amended from time to time);
"**Unconditional**"	in the context of the Glenstone Acquisition, the Glenstone Offer having been declared or having become unconditional in accordance with the requirements of the Takeover Code, or if the Glenstone Acquisition, is implemented by means of a Scheme, such Scheme having become effective pursuant to its terms;
"**Unconditional Date**"	the date on which the Glenstone Offer becomes or is declared Unconditional, being Day 60 or such earlier date as Glenstone may specify in any Acceleration Statement unless, where permitted, it has set aside that statement;
"**US**" or "**United States**"	the United States of America, its territories and possessions, any state of the United States of America,

	the District of Columbia, and all other areas subject to its jurisdiction;
"**US AIRE Shareholder**"	an AIRE Shareholder located in or resident in the United States or who is otherwise a US Person;
"**US Person**"	has the meaning given to it in rule 902(k) of the US Securities Act;
"**US Securities Act**"	US Securities Act of 1933, as amended;
"**Wider Glenstone Group**"	Glenstone and its subsidiary and associated undertakings and any other body corporate, partnership, joint venture or person in which Glenstone and all such undertakings (aggregating their interests) have a Significant Interest but excluding, for these purposes, AIRE; and
"**£**" or "**pounds**" or "**pence**"	the lawful currency of the United Kingdom from time to time.

For the purposes of this Document, "**subsidiary**", "**subsidiary undertaking**" and "**undertaking**" have the respective meanings given thereto by the Companies Act.

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

All times referred to are London time unless otherwise stated.

References to the singular include the plural and *vice versa*.

A reference to "**includes**" shall mean "**includes without limitation**", and references to "**including**" and any other similar term shall be construed accordingly.