

6 August 2018

Victoria PLC
("Victoria", the "Company", or the "Group")

Acquisition of Cerámica Saloni

Vendor Placing and Firm Placing to raise £60.5 million via an accelerated bookbuild

The Board of Victoria (LSE: VCP), the international designers, manufacturers and distributors of innovative floorcoverings, is pleased to announce that it has agreed to acquire Cerámica Saloni ("**Saloni**"), a European manufacturer of mid to high-end ceramic and porcelain tiles for a consideration of €96.7 million (£86.2 million) (the "**Consideration**") from Obinesa Grupo Industrial S.L. (the "**Vendor**") (the "**Acquisition**").

The Consideration is payable in cash on completion and will be satisfied in part through a placing (the "**Placing**") of 7,314,626 new Ordinary Shares (the "**Placing Shares**") (consisting of 6,250,000 "**Vendor Placing Shares**" and 1,064,626 "**Firm Placing Shares**") at a price of 827 pence per Ordinary Share (the "**Placing Price**") to raise gross proceeds of approximately £60.5 million. The Placing is being conducted, subject to the satisfaction of certain conditions set out in the Appendix to this announcement, through an accelerated bookbuild process (the "**Bookbuild**"), which will be launched immediately following this announcement. Cantor Fitzgerald Europe and Joh. Berenberg, Gossler & Co KG, London Branch ("**Berenberg**") are acting as joint bookrunners in relation to the Placing (the "**Joint Bookrunners**").

Subject to admission of the Vendor Placing Shares and the Firm Placing Shares, the Acquisition is expected to complete on 7 August 2018.

Highlights

Acquisition

- Saloni is a manufacturer of mid to high-end ceramic & porcelain tiles, with its main markets in Spain and France, selling predominantly to direct markets (new construction or commercial offices).
- Located close to the Group's existing Keraben operations, Saloni is a well-invested business with significant manufacturing capacity, led by an experienced management team.
- Saloni is well regarded for its high quality products, differentiated designs and customer service.
- The Acquisition is expected to be materially accretive to earnings per share (before synergies) for Victoria shareholders in the first full year of ownership (after accounting for the impact of the new Ordinary Shares).
- For the year ended 31 December 2017, Saloni generated audited net revenues of €106.3 million (£94.7 million) and adjusted EBITDA of €15.6 million (£13.9 million). For the twelve months ended 31 May 2018, Saloni generated unaudited adjusted EBITDA of €17.8 million (£15.9 million).
- The Board is confident significant synergies exist with the Group's existing business, Keraben, and will move to deliver these synergies as quickly as possible following the Acquisition.

The Placing

- The Placing, which is being conducted by way of an accelerated book-building process, will be launched immediately following this Announcement, in accordance with the terms and conditions set out in the Appendix to this Announcement.

- The Vendor Placing will be used to part-fund the Acquisition, with the balance of the Acquisition consideration (plus associated transaction costs, taxes and other expenses) to be funded from a new banking facility provided by the Company's lenders, HSBC and Barclays.
- The Placing is conditional upon admission of the Vendor Placing Shares and Firm Placing Shares to trading on AIM ("Admission") by no later than 8.00 a.m. on 21 August 2018.
- The Firm Placing will also be deployed for the Acquisition
- Cantor Fitzgerald Europe is the Nominated Adviser, Joint Bookrunner and Broker in relation to the Placing. Berenberg is Joint Bookrunner and Broker in relation to the Placing.

Geoff Wilding, Chairman of Victoria commented:

"We believe that Saloni is a high-quality addition to the Group. Notwithstanding its strong organic growth prospects, there are meaningful operational synergies with our existing Spanish ceramics company, which we will move quickly to realise. Even before these synergies, the acquisition of Saloni will be materially earnings accretive in the first full year of ownership and it also continues to increase the geographic diversity of our revenues and earnings. Post-completion, over 65 per cent. of Victoria's earnings will be generated from outside the UK – continuing our transformation into a genuinely international flooring business.

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About Victoria

Established in 1895 and listed since 1963 and on AIM since 2013 (VCP.L), Victoria PLC, is an international manufacturer and distributor of innovative flooring products. The Group, which is headquartered in Kidderminster, designs, manufactures and distributes a range of carpet, underlay, LVT (luxury vinyl tile), ceramic tiles, artificial grass and flooring accessories. Victoria has operations in the UK, Spain, Italy, Belgium, the Netherlands and Australia and employs approximately 2,500 people across more than 20 sites. Victoria is the UK's largest carpet manufacturer and the second largest in Australia.

The Group's strategy is designed to create value for its shareholders and is focused on consistently increasing earnings per share via acquisitions and sustainable organic growth.

The Group's trading subsidiaries, as set out segmentally, include:

UK & Europe:	Abingdon Flooring Ltd, Alliance Distribution Ltd, Avalon B.V, Ceramiche Serra S.p.A., Distinctive Flooring Ltd, Ezi Floor Ltd, Grass Inc. B.V, Interfloor Ltd, Keraben Grupo S.A., Millennium Weavers N.V, Victoria Carpets Ltd, View Logistics Ltd, Westex (Carpets) Ltd, A. & A. Carpets Ltd
Australia:	Quest Flooring Pty Ltd, Primary Flooring Pty Ltd, The Victoria Carpet Co. Pty Ltd

The person responsible for arranging the release of this announcement on behalf of Victoria is Michael Scott, Chief Financial Officer.

Cantor Fitzgerald Europe which is regulated in the UK by the Financial Conduct Authority, and Joh. Berenberg, Gossler & Co KG, London Branch which is authorised by the German Federal Financial Conduct Authority (BaFin) and subject to limited regulation by the Financial Conduct Authority, are acting for the Company and no one else in connection with the Placing, and will not be responsible to any person other than the Company for providing the regulatory and legal protections afforded to their respective clients nor for providing advice in relation to the contents of this announcement or any matter, transaction or arrangement referred to in it.

This Announcement includes statements, estimates, opinions and projections with respect to anticipated future performance of the Company ("forward-looking statements") which reflect various assumptions concerning anticipated results taken from the Company's current business plan or from public sources which may or may not prove to be correct. These forward looking statements can be identified by the use of forward looking terminology, including the terms "anticipates", "target", "believes", "estimates", "expects", "intends", "may", "plans", "projects", "should" or "will", or, in each case, their negative or other variations or comparable terminology or by discussions of strategy, plans, objectives, goals, future events or intentions. Such forward-looking statements reflect current expectations based on the current business plan and various other assumptions and involve significant risks and uncertainties and should not be read as guarantees of future performance or results and will not necessarily be accurate indications of whether or not such results will be achieved. As a result, prospective investors should not rely on such forward-looking statements due to the inherent uncertainty therein. No representation or warranty is given as to the completeness or accuracy of the forward-looking statements contained in this announcement. Forward-looking statements speak only as of the date of such statements and, except as required by the FCA, the London Stock Exchange or applicable law, the Company undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise. No statement in this Announcement is intended to be a profit forecast and no statement in this Announcement should be interpreted to mean that earnings per share of the Company for the current or future financial years would necessarily match or exceed the historical published earnings per share of the Company.

Further details on the Acquisition and Placing

Information on Saloni

Saloni operates from near Castellon and the Group's Keraben business, the heart of the Spanish ceramics industry, manufacturing mid to high-end ceramic tiles, which are sold domestically and exported internationally. Its main markets are Spain and France, where it sells its products predominantly to direct markets.

Saloni enjoys a well diversified customer base (top ten customers account for approximately 16.3 per cent. of sales for the financial year ended 31 December 2017).

Saloni is a well-invested business, with recent investment in a new kiln that has significantly increased the Company's manufacturing efficiency, and is managed by a proven and established management team who have identified and are executing a clear strategy to drive profitable growth and gains of market share.

Summary financials

Summary adjusted financial results for Saloni for the year ended 31 December 2017, together with comparative information for the prior year, and more recent unaudited results for the 12 months to 31 May 2018, are set out below:

<i>Year to 31 December (€m)</i>	<i>2016</i>	<i>2017</i>	<i>May 2018</i>
			LTM
Revenue	99.0	106.3	107.1
Adjusted EBITDA ¹	-	15.6	17.8
Adjusted EBITDA margin ¹	-	14.7%	16.6%
Reported EBITDA	11.8	12.8	15.2
Adjusted EBIT ¹	-	11.8	13.6
Reported EBIT	8.3	9.0	11.0

¹ Adjusted figures shown before the impact of exceptional and non-underlying items

As at 31 December 2017, Saloni had total assets of €110.7 million (£98.7 million).

Current trading for Saloni

Saloni has continued to trade strongly during the first half of 2018, with a significant improvement in LTM EBITDA, as shown in the unaudited May 2018 figures.

Strategic Rationale for the Acquisition

The Acquisition furthers Victoria's stated strategy of growing earnings via carefully scrutinised, high quality international acquisitions and organically via a committed sales focus and operational synergies. The Board expect the acquisition of Saloni will be materially earnings accretive in the first full year of ownership.

The Acquisition is highly complementary to Victoria's existing product offering. In addition, the Acquisition continues the drive into the European hard flooring market, following the recent acquisitions of ceramic flooring manufacturers Ceramiche Serra S.p.A. and Keraben Grupo S.A., further enhancing Victoria's international exposure and diversifying earnings outside of the UK.

The Board has previously noted that ceramic flooring is the world's largest flooring sector, representing over 60 per cent. of the 12.5 billion sqm of flooring sold globally and 30 per cent. of flooring sold in

Europe. Acquiring these businesses has opened a large new flooring market to Victoria. The Board believes that there is significant opportunity for further acquisitions in the sector, which should result in a number of commercial, operational and financial synergies – creating additional value for Victoria's shareholders in the medium term.

The Board does not envisage significant integration costs arising from the Acquisition and as with other of the Group's businesses, Saloni will operate with a significant degree of autonomy.

Details of the Acquisition

The Company has agreed to acquire, conditional on Admission and via a new wholly owned subsidiary, Sandover Investments, S.L.U. ("Sandover"), all of the issued share capital of each of Cerámica Saloni, S.A.U. and Sanicova, S.L.U. Saloni (together comprising Cerámica Saloni) (the "**Acquisition Agreement**") for a total consideration of €96.7 million (£86.2 million).

The Consideration is to be satisfied in part from the proceeds pursuant to the Vendor Placing, with the balance (plus associated transaction costs, taxes, and other expenses) from new banking facilities.

Completion of the Acquisition Agreement is expected to occur on 7 August 2018.

Details of the new banking facilities

New banking facilities have been entered into alongside the Acquisition, provided by the Company's lenders, HSBC and Barclays. These include a new term loan of €445 million (£396.6 million) being used to refinance the previous Group banking facilities, to finance the balance of the Consideration not covered by the Placing, and to refinance existing debt in Saloni of €61 million (£54.4 million). In addition, the Company has entered into a new multi-currency revolving credit facility of £60 million, which is undrawn on completion other than for certain ancillary facilities. The new term loan matures in August 2020.

Details of the Placing

Cantor Fitzgerald Europe and Berenberg, as agents for the Company, have agreed to use reasonable endeavours to place 7,314,626 Placing Shares at the Placing Price with certain existing and new institutional investors, raising gross proceeds of £60.5 million.

The Placing Shares will represent approximately 5.83 per cent. of the enlarged share capital of the Company.

The allotment and issue of the Placing Shares will not exceed the Company's existing authorities. No shareholder approval is therefore required.

In connection with the Placing, the Company has entered into a placing agreement pursuant to which Cantor Fitzgerald Europe and Berenberg, as agents for the Company, have agreed to use their reasonable endeavours to procure subscribers for the Placing Shares at the Placing Price (the "**Placing Agreement**"). The Placing is not being underwritten.

The placing agreement contains customary warranties given by the Company to Cantor Fitzgerald Europe and Berenberg with respect to the Company's business and customary indemnities given by the Company to Cantor Fitzgerald Europe and Berenberg in respect of liabilities arising out of or in connection with the Placing.

The Placing is conditional upon Admission of the Placing Shares becoming effective by no later than 8.00 a.m. on 7 August 2018 (or such later time and/or date as the Company and Cantor Fitzgerald Europe may agree, but in any event not later than 8.00 a.m. on 21 August 2018).

Current Trading and Prospects for the Group

The Group recently announced its results for the year ended 31 March 2018 on 24 July 2018 and the Board stated it looks forward to 2019 with confidence.

Note: All figures based on £1 / €1.122

Information to Distributors

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("MiFID II"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the "MiFID II Product Governance Requirements"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that the Placing Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "Target Market Assessment").

Notwithstanding the Target Market Assessment, distributors should note that: the price of the Placing Shares may decline and investors could lose all or part of their investment; the Placing Shares offer no guaranteed income and no capital protection; and an investment in the Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Joint Bookrunners have only procured investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Placing Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the Placing Shares and determining appropriate distribution channels.

APPENDIX

TERMS AND CONDITIONS OF THE PLACING

IMPORTANT INFORMATION ON THE PLACING FOR INVITED PLACEES ONLY.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT IN THIS APPENDIX ARE DIRECTED ONLY AT: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA ("EEA") WHO ARE QUALIFIED INVESTORS WITHIN THE MEANING OF ARTICLE 2(1)(E) OF THE EU PROSPECTUS DIRECTIVE (WHICH MEANS DIRECTIVE 2003/71/EC, AS AMENDED FROM TIME TO TIME, AND INCLUDES ANY RELEVANT IMPLEMENTING DIRECTIVE MEASURE IN ANY MEMBER STATE) (THE "**PROSPECTUS DIRECTIVE**") ("**QUALIFIED INVESTORS**"); AND (B) IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE PERSONS WHO (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS FALLING WITHIN ARTICLE 19(1) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE "**ORDER**"); (II) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC") OF THE ORDER; OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**"). THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS APPENDIX DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.

THE SECURITIES MENTIONED HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THERE WILL BE NO PUBLIC OFFER OF THE SECURITIES MENTIONED HEREIN IN THE UNITED STATES. ANY PLACING OF THE SECURITIES IN THE UNITED STATES MENTIONED IN THIS ANNOUNCEMENT WILL BE MADE SOLELY TO PERSONS WHO ARE "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, AS AMENDED.

THE SECURITIES MENTIONED HEREIN HAVE NOT BEEN AND WILL NOT BE APPROVED OR DISAPPROVED BY THE US SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**"), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY IN THE UNITED STATES, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE PLACING OR THE ACCURACY OR ADEQUACY OF THIS ANNOUNCEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN ACQUISITION OF PLACING SHARES.

Persons who are invited to and who choose to participate in the Placing by making an oral or written offer to acquire Placing Shares, including any individuals, funds or others on whose behalf a commitment to acquire Placing Shares is given (the "**Placees**"), will be deemed: (i) to have read and understood this Announcement, including this Appendix, in its entirety; and (ii) to be participating and

making an offer for Placing Shares on the terms and conditions and to be providing the representations, warranties, acknowledgements and undertakings, contained in this Appendix.

In particular each such Placee represents, warrants and acknowledges that:

- a) it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
- b) it is and, at the time the Placing Shares are acquired, will be either (a) outside the United States and acquiring the Placing Shares in an "offshore transaction" in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act ("**Regulation S**") or (ii) a "qualified institutional buyer" ("**QIB**") as defined in Rule 144A under the Securities Act and, in the case of (i) and (ii) above is acquiring beneficial interests in the Placing Shares for its own account; if acquiring the Shares for the account of one or more other persons, it has full power and authority to make the representations, warranties, agreements, undertakings, and acknowledgements herein on behalf of each such person; and
- c) if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, any Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of securities to the public other than an offer or resale to Qualified Investors in a member state of the EEA which has implemented the Prospectus Directive, or in circumstances in which the prior consent of the Bookrunners has been given to each such proposed offer or resale.

This Announcement, including this Appendix, does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States. Securities may not be offered or sold in the United States absent (i) registration under the Securities Act or (ii) an available exemption from, or in a transaction not subject to, registration under the Securities Act. The securities mentioned herein have not been, and will not be, registered under the Securities Act. The Placing Shares are being offered and sold (i) outside the United States in "offshore transactions" in accordance with Regulation S and (ii) within the United States solely to a limited number of QIBs pursuant to an exemption from, or in a transaction not subject to, the registration requirements under the Securities Act. There will be no public offering of the securities in the United States.

Details of the Placing Agreement, the Placing Shares and the Bookbuild

The Joint Bookrunners are acting as joint bookrunners in connection with the Placing and have entered into the Placing Agreement with the Company under which they have agreed to use their respective reasonable endeavours to procure Placees to take up the Placing Shares, on the terms and subject to the conditions set out therein.

The Joint Bookrunners will today commence the bookbuilding process to determine demand for participation in the Placing by Placees (the "Bookbuild"). This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

The Joint Bookrunners shall be entitled to effect the Placing by such alternative method to the Bookbuild as they may, in their absolute discretion following consultation with the Company, determine.

The Placing Shares will, as from the date when they are issued, be fully paid up, rank in full for all dividends and other distributions declared, made or paid on the Ordinary Shares after Admission and otherwise rank pari passu in all respects with, and be identical to, the existing Ordinary Shares then in issue.

Application for listing and admission to trading

Application will be made for admission of the Placing Shares to trading on AIM.

It is expected that Admission of the Placing Shares will become effective at or around 8.00 a.m. (London time) on or around 7 August 2018 and that dealings in the Placing Shares will commence at that time.

Participation in, and principal terms of, the Placing

1. The Joint Bookrunners are arranging the Placing severally, and not jointly, nor jointly and severally, as Joint Bookrunners and agents of the Company.
2. Participation will only be available to persons who may lawfully be, and are, invited to participate by any of the Joint Bookrunners. Each of the Joint Bookrunners and their respective affiliates are entitled to enter bids as principal in the Bookbuild.
3. The Placing Price and the final number of Placing Shares will be agreed between the Joint Bookrunners and the Company following completion of the Bookbuild. The Placing Price and the final number of Placing Shares will be announced on a Regulatory Information Service following the completion of the Bookbuild.
4. To bid in the Bookbuild, prospective Placees should communicate their bid by telephone or in writing to their usual sales contact at one of the Joint Bookrunners. Each bid should state the number of Placing Shares which the prospective Placee wishes to acquire at the Placing Price ultimately established by the Company and the Joint Bookrunners or at prices up to a price limit specified in its bid. Bids may be scaled down on the basis referred to in paragraph 7 below.
5. The Bookbuild is expected to close no later than 4.30 p.m. (London time) on 6 August 2018, but may be closed earlier or later, at the discretion of the Joint Bookrunners. The Joint Bookrunners may, in agreement with the Company, accept bids that are received after the Bookbuild has closed.
6. Each Placee's allocation will be confirmed to Placees orally by the relevant Joint Bookrunner following the close of the Bookbuild, and a trade confirmation or contract note will be dispatched as soon as possible thereafter. The relevant Joint Bookrunner's oral confirmation to such Placee will constitute an irrevocable legally binding commitment upon such person (who will at that point become a Placee) in favour of such Joint Bookrunner and the Company, pursuant to which such Placee agrees to acquire the number of Placing Shares allocated to it and to pay or procure payment of the relevant Placing Price on the terms and conditions set out in this Appendix and in accordance with the Company's corporate documents.
7. Subject to paragraphs 3 and 4 above, the Joint Bookrunners will, in effecting the Placing, agree with the Company the identity of the Placees and the basis of allocation of the Placing Shares.
8. A bid in the Bookbuild will be made on the terms and subject to the conditions in this Appendix and will be legally binding on the Placee on behalf of which it is made and except with the relevant Joint Bookrunner's consent will not be capable of variation or revocation after the time at which it is submitted. Each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to the relevant Joint Bookrunner, to pay or procure to it (or as it may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares that such Placee has agreed to acquire. Each Placee's obligations will be owed to the relevant Joint Bookrunner.
9. Except as required by law or regulation, no press release or other announcement will be made by the Joint Bookrunners or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.

10. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement".
11. All obligations under the Bookbuild and Placing will be subject to fulfilment or (where applicable) waiver of the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Right to terminate under the Placing Agreement".
12. By participating in the Bookbuild, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee after confirmation (oral or otherwise) by a Joint Bookrunner.
13. To the fullest extent permissible by law, neither the Joint Bookrunners, the Company nor any of their respective affiliates or persons acting on behalf of any of them shall have any responsibility or liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither of the Joint Bookrunners, nor the Company, nor any of their respective affiliates or persons acting on behalf of any of them shall have any responsibility or liability (including to the extent permissible by law, any fiduciary duties) in respect of the Joint Bookrunners' conduct of the Bookbuild or of such alternative method of effecting the Placing as the Joint Bookrunners and the Company may agree. Nothing in this paragraph or otherwise this Placing excludes liability of any person for fraud or fraudulent misrepresentation made by that person.

Conditions of the Placing

The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms. The Joint Bookrunners' obligations under the Placing Agreement are conditional on certain conditions, including:

- a) Admission occurring at or before 8:00 a.m. (London time) on 7 August 2018 (or such later time and/or date, not being later than 8:00 a.m. (London time) on 21 August 2018, as the Company and the Bookrunners may otherwise agree) (the "Closing Date");
- b) the Company having complied in all material respects with all of its obligations under the Placing Agreement;
- c) the sale and purchase agreement in relation to the Acquisition having been entered into and remaining in
- d) full force and effect and not having been amended or terminated or being capable of termination by the Company, and the Acquisition still being capable of completion;
- e) the publication by the Company of, among other announcements, the results of the Placing on a Regulatory Information Service;
- f) the Company allotting, subject only to Admission, the relevant Placing Shares in accordance with the Placing Agreement; and
- g) the delivery to the Joint Bookrunners of certain documentary conditions precedent.

If: (i) any of the conditions contained in the Placing Agreement, including those described above, are not fulfilled or (where applicable) waived or extended in writing by the Joint Bookrunners by the relevant time or date specified (or such later time or date as the Company and the Joint Bookrunners may agree); or (ii) the Placing Agreement is terminated in the circumstances specified below, the Placing will lapse and the Placees' rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by it in respect thereof.

The Joint Bookrunners may, at their discretion, extend the time for satisfaction of, or waive compliance by the Company with, the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

None of the Joint Bookrunners shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision it may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision it may make as to the satisfaction of any condition or in respect of the Placing generally and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of the Joint Bookrunners.

Right to terminate under the Placing Agreement

Cantor Fitzgerald Europe is entitled, at any time before Admission, to terminate the Placing Agreement in accordance with its terms in the following limited circumstances:

- a) the Company fails, in any material respect, to comply with any of its obligations under this Agreement; or
- b) a matter has arisen which constitutes a breach of any of the obligations and commitments on the part of the seller under the terms of the acquisition agreement relating to the Acquisition and which Cantor Fitzgerald Europe (acting in good faith and following consultation with Berenberg) considers to be material in the context of the Placing;
- c) any of the conditions to Placing are not fulfilled or waived (as applicable).

By participating in the Placing, Placees agree that the exercise by Cantor Fitzgerald Europe of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of Cantor Fitzgerald Europe (acting in good faith and following consultation with Berenberg) and that it need not make any reference to, or consult with, Placees and that it shall have no liability to Placees whatsoever in connection with any such exercise.

No Prospectus

No offering document or prospectus has been or will be submitted to be approved by the FCA or submitted to the London Stock Exchange in relation to the Placing.

Placees' commitments will be made solely on the basis of the information contained in this Announcement (including this Appendix) released by the Company today and subject to the further terms set forth in the contract note to be provided to individual Placees. Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement (including this Appendix) and all other publicly available information previously published by the Company by notification to a Regulatory Information Service is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information, representation, warranty or statement made by or on behalf of the Company or either Joint Bookrunner or any other person and none of the Company or the Joint Bookrunners nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraud or fraudulent misrepresentation by that person.

Registration and Settlement

Settlement of transactions in the Placing Shares (ISIN: GB00BZC0LC10) following Admission will take place within the system administered by Euroclear UK & Ireland Limited ("**CREST**"). Subject to certain exceptions, the Joint Bookrunners and the Company reserve the right to require settlement for, and delivery of, the Placing Shares (or any part thereof) to Placees by such other means that they deem necessary if delivery or settlement is not possible or practicable within the CREST system within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Each Placee allocated Placing Shares in the Placing will be sent a trade confirmation in accordance with the standing arrangements in place with Cantor Fitzgerald Europe stating the number of Placing Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee to the Bookrunner and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions in respect of the Placing Shares that it has in place with Cantor Fitzgerald Europe.

It is expected that settlement will be on 7 August 2018 in accordance with the instructions set out in the trade confirmation.

Each Placee is deemed to agree that, if it does not comply with these obligations, the Joint Bookrunners may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the Joint Bookrunners' account and benefit, an amount equal to the aggregate amount owed by the Placee. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any penalties) or other similar taxes imposed in any jurisdiction which may arise upon the sale of such Placing Shares on such Placee's behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the trade confirmation is copied and delivered immediately to the relevant person within that organisation.

Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax.

Representations, Warranties and Further Terms

By participating in the Placing each Placee (and any person acting on such Placee's behalf) irrevocably:

1. represents and warrants that it has read and understood the Announcement, including this Appendix, in its entirety and that its acquisition of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement;
2. acknowledges that no offering document or prospectus has been or will be prepared in connection with the Placing and represents and warrants that it has not received and will not receive a prospectus or other offering document in connection with the Placing or the Placing Shares;
3. acknowledges that the Placing does not constitute a recommendation or financial product advice and neither Joint Bookrunner has had regard to its particular objectives, financial situation or needs;
4. acknowledges that none of the Joint Bookrunners, the Company, any of their respective affiliates, agents, directors, officers or employees has provided, nor will provide, it with any material

regarding the Placing Shares or the Company other than this Announcement; nor has it requested any of the Joint Bookrunners, the Company, any of their respective affiliates or any person acting on behalf of any of them to provide it with any such information;

5. acknowledges that the Ordinary Shares are listed on AIM and that the Company is therefore required to publish certain business and financial information in accordance with the rules and practices under the AIM Rules, which includes a description of the Company's business and the Company's financial information, including balance sheets and income statements, and that it is able to obtain or access to such information, or comparable information concerning other publicly traded companies, in each case without undue difficulty;
6. acknowledges that the content of this Announcement is exclusively the responsibility of the Company and that neither of the Joint Bookrunners, nor their respective affiliates or any person acting on behalf of any of them, has or shall have any liability for any information, representation or statement contained in, or omission from, this Announcement or any information previously published by or on behalf of the Company, pursuant to applicable laws, and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to acquire Placing Shares is contained in this Announcement and any information previously published by the Company by notification to a Regulatory Information Service, such information being all that such Placee deems necessary or appropriate and sufficient to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given, or representations, warranties or statements made, by any of the Joint Bookrunners or the Company nor any of their respective affiliates, agents, directors, officers or employees and none of the Joint Bookrunners or the Company or any such affiliate, agent, director, officer or employee will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement, provided that nothing in this paragraph excludes the liability of any person for fraud or fraudulent misrepresentation made by that person;
7. acknowledges and agrees that it may not rely, and has not relied, on any investigation that either Joint Bookrunner, any of their affiliates or any person acting on their behalf, may have conducted with respect to the Placing Shares or the Company, and none of such persons has made any representation, express or implied, with respect to the Company, the Placing Shares or the accuracy, completeness or adequacy of the information from the London Stock Exchange or any other information; each Placee further acknowledges that it has conducted its own investigation of the Company and the Placing Shares and has received all information it believes necessary or appropriate in connection with its investment in the Placing Shares;
8. acknowledges that it has made its own assessment and has satisfied itself concerning the relevant tax, legal, currency and other economic considerations relevant to its investment in the Placing Shares;
9. acknowledges that none of the Joint Bookrunners, their respective affiliates or any person acting on behalf of any of them has or shall have any liability for any information made publicly available by or in relation to the Company or any representation, warranty or statement relating to the Company or the Group contained therein or otherwise, provided that nothing in this paragraph excludes the liability of any person for fraud or fraudulent misrepresentation made by that person;
10. represents and warrants that (i) the Placing Shares have not been, and will not be, registered under the Securities Act; (ii) it is and, at the time the Placing Shares are acquired, will be either (a) outside the United States and acquiring the Placing Shares in an "offshore transaction" in accordance with Rule 903 or Rule 904 of Regulation S; or (b) a QIB, which is acquiring the Placing Shares for its own account or for the account of one or more QIBs, each of which is acquiring beneficial interests in the Placing Shares for its own account; (iii) if acquiring the Shares for the

account of one or more other persons, it has full power and authority to make the representations, warranties, agreements, undertakings and acknowledgements herein on behalf of each such person; (iv) it is not acquiring the Placing Shares as a result of any "directed selling efforts" as defined in Regulation S or as a result of any "general solicitation" or "general advertising" within the meaning of Rule 502(c) of Regulation D of the Securities Act; and (v) it will not publish, distribute or transmit this Announcement or any other document or information related to the Placing, by any means or media, directly or indirectly, in whole or in part, in or into the United States;

11. acknowledges that in making any decision to acquire Placing Shares it (i) has such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of subscribing for or purchasing the Placing Shares, (ii) will not look to either Joint Bookrunner for all or part of any loss it may suffer as a result of any such subscription or purchase, (iii) is experienced in investing in securities of this nature in this sector and is aware that it may be required to bear, and is able to bear, the economic risk of an investment in the Placing Shares, (iv) is able to sustain a complete loss of an investment in the Placing Shares and (v) has no need for liquidity with respect to its investment in the Placing Shares;
12. undertakes, unless otherwise specifically agreed with the Joint Bookrunners, that it is not and at the time the Placing Shares are acquired, neither it nor the beneficial owner of the Placing Shares will be, a resident of Australia, Canada, Japan or South Africa and further acknowledges that the Placing Shares have not been and will not be registered under the securities legislation of Australia, Canada, Japan or South Africa and, subject to certain exceptions, may not be offered, sold, transferred, delivered or distributed, directly or indirectly, in or into any of those jurisdictions;
13. acknowledges that the Placing Shares have not been and will not be registered, and that a prospectus will not be cleared in respect of any of the Placing Shares, under the securities laws or legislation of the United States or any state or jurisdiction thereof, Australia, Canada, Japan, or South Africa and, subject to certain exceptions, may not be offered, sold, or delivered or transferred, directly or indirectly, in or into those jurisdictions;
14. represents and warrants that the issue to it, or the person specified by it for registration as holder, of Placing Shares will not give rise to a liability under any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services) and that the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to issue or transfer Placing Shares into a clearance service;
15. represents and warrants that it has complied with its obligations under the Criminal Justice Act 1993, MAR and in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000, the Terrorism Act 2006 and the Money Laundering Regulations 2007 and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency having jurisdiction in respect thereof (the "Regulations") and the Money Laundering Sourcebook of the FCA and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations;
16. where a Placee is acting as agent for discretionary managed clients, the Joint Bookrunners and the Company acknowledge that:
 - (a) the Placee is acting at all times as agent for and on behalf of certain discretionary managed clients of whom it has discretionary management authority (the "Funds");
 - (b) the Placee shall have no liability as principal to acquire and pay for the Placing Shares allocated to it as agent for and on behalf of the Funds or in

respect of each Fund's obligations under the Placing who will hold the Placing Shares through a custodian; and

- (c) all representations, warranties and undertakings are given by the Placee as agent and not as principal.

For the avoidance of doubt, nothing in these terms and conditions is intended to create joint and several liability between the Funds. The Joint Bookrunners and the Company acknowledge and agree that any liabilities of a Fund incurred hereunder shall be limited to the property of that Fund and under no circumstances shall there be recourse to the assets of any other fund within the same umbrella as the Fund or any other Fund in respect of those liabilities;

17. represents and warrants that it is acting as principal only in respect of the Placing or, if it is acting for any other person it is duly authorised to do so and has full power to make the acknowledgments, warranties, representations, undertakings, and agreements herein on behalf of each such person;
18. if a financial intermediary, as that term is used in Article 3(2) of the EU Prospectus Directive, represents, warrants and undertakes that the Placing Shares purchased by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a Member State of the EEA which has implemented the Prospectus Directive other than Qualified Investors, or in circumstances in which the prior consent of the Bookrunners has been given to the offer or resale;
19. represents, warrants and undertakes that it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the FSMA;
20. represents, warrants and undertakes that it has not offered or sold and will not, prior to Admission, offer or sell any Placing Shares to persons in the EEA except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in and which will not result in an offer to the public (within the meaning of the Prospectus Directive) in any member state of the EEA;
21. represents, warrants and undertakes that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to the Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person;
22. represents, warrants and undertakes that it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving the United Kingdom;
23. represents and warrants, if in a member state of the European Economic Area, unless otherwise specifically agreed with the Joint Bookrunners in writing, that it is a "Qualified Investor";
24. represents and warrants, if in the United Kingdom, that it is a person (i) having professional experience in matters relating to investments who falls within the definition of "investment professionals" in Article 19(5) of the Order or (ii) who falls within Article 49(2) (a) to (d) ("High Net Worth Companies, Unincorporated Associations, etc") of the Order, or (iii) to whom this Announcement may otherwise lawfully be communicated;

25. acknowledges and agrees that no action has been or will be taken by either the Company or the Joint Bookrunners or any person acting on behalf of the Company or the Joint Bookrunners that would, or is intended to, permit a public offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;
26. represents and warrants that it and any person acting on its behalf is entitled to acquire the Placing Shares under the laws of all relevant jurisdictions and that it has fully observed such laws and obtained all such governmental and other guarantees, permits, authorisations, approvals and consents which may be required thereunder and complied with all necessary formalities to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Appendix) and will honour such obligations and that, to the best of its knowledge and belief it has not taken any action or omitted to take any action which will or may result in the Joint Bookrunners, the Company or any of their respective directors, officers, agents, employees or advisers acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Placing;
27. undertakes that it (and any person acting on its behalf) will make or procure payment in respect of the Placing Shares allocated to it in accordance with this Appendix on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other acquirers or sold as the Joint Bookrunners may in their sole discretion determine and without liability to such Placee, who will remain liable for any amount by which the net proceeds of such sale fall short of the product of the relevant Placing Price and the number of Placing Shares allocated to it and may be required to bear any stamp duty, stamp duty reserve tax or other similar taxes (together with any penalties) which may arise upon such placing or sale of such Placee's Placing Shares;
28. acknowledges that neither of the Joint Bookrunners, nor any of their respective affiliates, agents, directors, officers or employees is making any recommendations to it or advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that its participation in the Placing is on the basis that it is not and will not be a client of either Joint Bookrunner in connection with its participation in the Placing and that neither Joint Bookrunner has any duty nor responsibility to it for providing the protections afforded to its clients or customers or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
29. undertakes that the person whom it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. Neither of the Joint Bookrunners nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax or other similar taxes resulting from a failure to observe this requirement;
30. acknowledges that these terms and conditions and any agreements entered into by it pursuant to the terms and conditions set out in this Appendix, and all non-contractual or other obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract (including any dispute regarding the existence, validity or termination of such contract or relating to any non-contractual or other obligation arising out of or in connection with such contract), except that enforcement proceedings in respect of the obligation to make or procure payment for the Placing Shares may be taken by either the Company or either Joint Bookrunner in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;
31. except as set out in clause 32 below, represents and warrants that it has neither received nor relied on any 'inside information' (for the purposes of MAR and section 56 of the Criminal Justice Act

1993) concerning the Company prior to or in connection with accepting the invitation to participate in the Placing and is not purchasing Placing Shares on the basis of material non-public information;

32. if it has received any 'inside information' (for the purposes of MAR and section 56 of the Criminal Justice Act 1993) in relation to the Company and its securities, it confirms that it has received such information within the market soundings regime provided for in article 11 of MAR and associated delegated regulations and it has not: (i) dealt (or attempted to deal) in the securities of the Company; (ii) encouraged, recommended or induced another person to deal in the securities of the Company; or (iii) unlawfully disclosed inside information to any person, prior to the information being made publicly available;
33. if it is a pension fund or investment company, its purchase of Placing Shares is in full compliance with applicable laws and regulations;
34. agrees that the Company, the Joint Bookrunners and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements, agreements, and undertakings which are given to the Joint Bookrunners on their own behalf and on behalf of the Company and are irrevocable and it irrevocably authorises the Company and the Joint Bookrunners to produce this Announcement, pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein;
35. none of the Company or the Bookrunners owes any fiduciary or other duties to any Placee in respect of any acknowledgments, confirmations, undertakings, representations, warranties or indemnities in the Placing Agreement; and
36. its commitment to take up Placing Shares on the terms set out in this Announcement (including this Appendix) will continue notwithstanding any amendment that may or in the future be made to the terms and conditions of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company or the Joint Bookrunners' conduct of the Placing.

The foregoing representations, warranties, agreements, undertakings, acknowledgements and confirmations are given for the benefit of the Company as well as each of the Joint Bookrunners and are irrevocable. Each Placee, and any person acting on behalf of the Placee, acknowledges that neither the Company nor either of the Joint Bookrunners owes any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement.

The agreement to allot and issue Placing Shares to Placees (and/or to persons for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct from the Company for the Placing Shares in question. Such agreement also assumes that the Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to issue or transfer the Placing Shares into a clearance service.

The Company and the Joint Bookrunners are not liable to bear any transfer taxes that arise on a sale of Placing Shares subsequent to their acquisition by Placees or for transfer taxes arising otherwise than under the laws of the United Kingdom. Each Placee should, therefore, take its own advice as to whether any such transfer tax liability arises and notify the Joint Bookrunners accordingly.

In addition, Placees should note that they will be liable for any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the UK by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to acquire any Placing Shares.

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that any Joint Bookrunner or any of its affiliates may, at its absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares.

When a Placee or person acting on behalf of the Placee is dealing with a Joint Bookrunner, any money held in an account with such Joint Bookrunner on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under the FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules.

All times and dates in this Announcement may be subject to amendment. The Joint Bookrunners shall notify the Placees and any person acting on behalf of the Placees of any changes.