

THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE INFORMATION CONTAINED HEREIN (TOGETHER, THIS "ANNOUNCEMENT") IS RESTRICTED AND IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, THE REPUBLIC OF SOUTH AFRICA, THE REPUBLIC OF IRELAND OR ANY OTHER JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL ("RESTRICTED JURISDICTION"). THIS ANNOUNCEMENT IS NOT AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES. THE SECURITIES DISCUSSED HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "US SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD IN OR INTO THE UNITED STATES ABSENT REGISTRATION OR AN EXEMPTION FROM REGISTRATION UNDER THE US SECURITIES ACT. NO PUBLIC OFFERING OF THE SECURITIES DISCUSSED HEREIN IS BEING MADE IN THE UNITED STATES AND THE INFORMATION CONTAINED HEREIN DOES NOT CONSTITUTE AN OFFERING OF SECURITIES FOR SALE IN THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, THE REPUBLIC OF SOUTH AFRICA OR THE REPUBLIC OF IRELAND.

FURTHER, THIS ANNOUNCEMENT IS MADE FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER TO SELL OR ISSUE OR SOLICITATION TO BUY, SUBSCRIBE FOR OR OTHERWISE ACQUIRE SHARES IN ANY JURISDICTION IN WHICH ANY SUCH, OFFER OR SOLICITATION WOULD BE UNLAWFUL.

## **Primary Health Properties PLC**

("PHP" or the "Company")

## **Proposed Placing to raise £75 million**

### **Introduction**

PHP today announces its intention to issue new ordinary shares of 12.5 pence each (the "Placing Shares") to raise in aggregate gross proceeds of £75 million with the ability to upscale to £100 million subject to demand (the "Placing").

The Placing will be conducted by way of an accelerated bookbuild (the "Bookbuild") which will open immediately following the release of this announcement. Numis Securities Limited ("Numis") and Peel Hunt LLP ("Peel Hunt") (together, the "Banks") are acting as joint bookrunners in connection with the Placing. The Placing will only be made available to invited eligible institutional investors in certain specified jurisdictions. A further announcement confirming the number of new Placing Shares to be issued pursuant to the Placing (the "Placing Shares") and final details of the Bookbuild is expected to be made in due course.

### **Background to and reasons for the Placing**

Since the Company's last equity fundraising in March 2018 and latest convertible bond issue in June 2019, the Company has continued to execute successfully its strategy, delivering net asset growth through a combination of acquisitions and the enhancement of existing assets, and reducing PHP's average cost of debt. Having successfully completed the integration of the MedicX portfolio and delivered the £4 million of operating synergies outlined at the time of the transformational merger with MedicX in March 2019 (the "Merger"), the Company has continued to acquire assets and commit to development funding in both the UK and Ireland.

During the current year, the Company has seen a rise in the number of opportunities for funding new developments both in Ireland and in the United Kingdom. The Directors believe these transactions to be very attractive for PHP as they typically involve the development of larger medical centres that house bigger GP practices providing a more integrated healthcare offering in line with PHP's stated strategy of focusing on hub primary care centres. They also represent a source of supply of more modern buildings, built to high environmental standards and let on long leases, into the PHP portfolio.

The acquisition of MedicX has brought a number of opportunities to fund new developments through its range of relationships with developers, some of which it had not been able to take forward before the Merger. Currently, the Company has contracted to fund the development and acquisition of 8 medical centre properties in the United Kingdom and Ireland, which are at various stages of construction and involving a total capital commitment of approximately £60 million.

In addition, the Board has approved funding for the development of a further four sites in the United Kingdom, where PHP is in the advanced stage of finalising agreements to fund the development and acquisition and development funding agreements are anticipated to be signed in the coming weeks, at an estimated capital cost of £20 million. The Company has also agreed terms on 4 further developments of medical centres in Ireland involving a total capital commitment of approximately £50 million (€55 million).

As funding the development and acquisition of new medical centres involves committing to make capital available during the length of the development, typically 12-18 months, it is proposed to use equity to finance these investment commitments and accordingly the proceeds of the Placing will be ear-marked to fund the developments identified above. If funded by equity, these developments as they complete will increase the value of unfettered assets in the PHP portfolio and strengthen its balance sheet. The Placing is not conditional upon these developments proceeding and if any of them do not complete then the net proceeds will be retained for use in connection with PHP's acquisition pipeline or for general commercial activities, or a combination thereof.

The Company continues to have a pipeline of further acquisition opportunities for standing let investments which remains significant with the Company currently analysing or negotiating a number of potential transactions. The Company has access to a broad range of financing options, including committed but undrawn debt. In combination, the positive gap between rental yields and financing and management costs remains robust and provides opportunities for PHP to make earnings enhancing and cash generative property investments. Accordingly, the Directors will continue to employ a selective and disciplined approach to acquisitions to support continued portfolio strength through funding selected investment opportunities.

Acquisitions will be supplemented by active management of existing assets, aiming to deliver further income and valuation growth. Capital expenditure of approximately £5 million is expected to be incurred or committed in the current year to generate additional income and secure the extension of unexpired occupational lease terms. By way of comparison, in 2018 sixteen asset management projects were completed at a cost of £4.4 million, which generated additional rental income of £0.2 million per annum.

Following the Placing, the Company intends to maintain its strategy of paying a progressive dividend that is covered by earnings in each financial year.

### **Details of the Placing**

Numis Securities Limited ("Numis") and Peel Hunt LLP ("Peel Hunt") (together, the "Banks") will commence a bookbuilding process in respect of the Placing (the "Bookbuild" or the "Bookbuilding Process"). The book will open with immediate effect. The Banks have entered into an agreement with PHP (the "Placing Agreement") under which, subject to the conditions set out therein, the Banks will agree to use their respective reasonable endeavours to procure subscribers for the Placing Shares at a price determined through the Bookbuild and as set out in the Placing Agreement. The Placing is subject to the terms and conditions set out in the appendix to this Announcement (the "Appendix"). Members of the public are not entitled to participate in the Placing.

The Placing Shares will, when issued, be credited as fully paid and will rank pari passu in all respects with the existing issued Ordinary Shares. This includes the right to receive all dividends and other distributions declared or paid in respect of such Ordinary Shares after the date of issue of the Placing Shares. The price per Ordinary Share at which the Placing Shares are to be placed (the "Placing Price") will be determined at the close of the Placing. Details of the number of Placing Shares will be announced as soon as practicable after the closing of the Bookbuild.

Application will be made for the Placing Shares to be admitted to the premium listing segment of the Official List of the Financial Conduct Authority (the "FCA") and to trading on the main market for listed securities of the London Stock Exchange plc (the "London Stock Exchange" and together, "Admission"). It is expected that Admission will take place at or around 8.00 a.m. (London time) on 26 September 2019 (or such later date as may be agreed between the Company and the Banks). The Placing is conditional upon, inter alia, Admission becoming effective. The Placing is also conditional upon the Placing Agreement not being terminated in accordance with its terms.

Certain of the Directors, or their connected persons as defined in sections 252-255 of the Companies Act 2006, being Steven Owen, Harry Hyman, Richard Howell, Peter Cole, Ian Krieger and Dr Stephen Kell have indicated their intention to subscribe for Placing Shares in the Placing. Further details of the Placing and the participation by the Directors in the Placing will be set out in the announcement to be made at the closing of the Placing.

The Appendix (which forms part of this Announcement) sets out further information relating to the Bookbuild and the terms and conditions of the Placing.

### **Market Abuse Regulation**

This announcement is released by Primary Health Properties PLC and contains insider information for the purposes of the Market Abuse Regulation (EC No. 594/2014) ("MAR") and is disclosed in accordance with the Company's obligations under Article 17 of MAR.

The person responsible for arranging the release of this information is Nexus Management Services Limited, Company Secretary to the Company.

For further information contact:

<b>Primary Health Properties PLC</b>	020 7451 7050
Harry Hyman, Managing Director	
Richard Howell, Finance Director	
<b>Buchanan</b>	0207 466 5066
David Rydell / Steph Watson / Tilly Abraham	
<b>Numis Securities Limited</b>	020 7260 1000
James Black / Nathan Brown / Kevin Cruickshank / Jamie Loughborough	
<b>Peel Hunt LLP</b>	020 7418 8900
Capel Irwin / Jock Maxwell-MacDonald / Harry Nicholas	

### **IMPORTANT NOTICE**

**This announcement does not constitute or form part of any offer or invitation to purchase, or otherwise acquire, subscribe for, sell, otherwise dispose of or issue, or any solicitation of any offer to sell, otherwise dispose of, issue, purchase, otherwise acquire or subscribe for, any security in the capital of the Company in any jurisdiction.**

This announcement and the information contained herein is not for release, publication or distribution to persons in the United States, Canada, Australia, Japan, New Zealand or the Republic of South Africa or in any jurisdiction where to do so would breach any applicable law. The Placing Shares have not been and will not be registered under the securities laws of such jurisdictions and may not be offered, sold, taken up, exercised, resold, renounced, transferred or delivered, directly or indirectly, within such jurisdictions except pursuant to an exemption from and in compliance with any applicable securities laws. No public offer of the Placing Shares is being made by virtue of this announcement in or into the United

States (including its territories and possessions, any state of the United States and the District of Columbia), Australia, Canada, Japan, New Zealand or the Republic of South Africa or any other jurisdiction outside the United Kingdom in which such offer would be unlawful. No action has been or will be taken by the Company, Numis, Peel Hunt or any other person to permit a public offering or distribution of this announcement or any other offering or publicity materials or the Placing Shares in any jurisdiction where action for that purpose may be required, other than in the United Kingdom.

This announcement does not constitute an offer of securities for sale in the United States. The Placing Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**US Securities Act**”), or with the securities regulatory authority of any state or other jurisdiction of the United States. Subject to certain exceptions, the Placing Shares are being offered only outside of the United States pursuant to Regulation S under the US Securities Act and may not be offered, sold, 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 and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. There will be no public offer of Placing Shares in the United States.

The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission, 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 the legal, tax, business and related aspects of a purchase of the Placing Shares.

Persons (including, without limitation, nominees and trustees) who have a contractual right or other legal obligations to forward a copy of this announcement should seek appropriate advice before taking any action.

This announcement has been issued by and is the sole responsibility of the Company.

Numis Securities Limited, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting for Primary Health Properties PLC and for no-one else in connection with the Placing and will not be responsible to anyone other than Primary Health Properties PLC for providing the protections afforded to clients of Numis Securities Limited, or for providing advice in relation to the Placing or any matters referred to in this announcement. Numis Securities Limited is not responsible for the contents of this announcement.

Peel Hunt LLP, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting for Primary Health Properties PLC and for no-one else in connection with the Placing and will not be responsible to anyone other than Primary Health Properties PLC for providing the protections afforded to clients of Peel Hunt LLP, or for providing advice in relation to the Placing or any matters referred to in this announcement. Peel Hunt LLP is not responsible for the contents of this announcement.

This announcement has been prepared for the purposes of complying with the applicable laws and regulations of the United Kingdom and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws and regulations of any jurisdiction outside of the United Kingdom.

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; Placing Shares offer no guaranteed income and no capital protection; and an investment in 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 will only procure 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 Placing Shares.

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

**Note regarding forward-looking statements:**

This announcement includes statements that are, or may be deemed to be, forward-looking statements. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms ‘anticipates’, ‘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. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this announcement and include, but are not limited to, statements regarding the Company’s and/or Directors’ intentions, beliefs or current expectations concerning, amongst other things, the Group’s results of operations, financial position, prospects, growth, strategies and expectations for the primary healthcare market.

Any forward-looking statements in this announcement reflect the Company’s view as at the date of this announcement with respect to future events and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the Group’s operations, results of operations and growth strategy. Investors should specifically consider the factors identified in this announcement which could cause actual results to differ before making an investment decision. Subject to the requirements of the rules of the FCA, the London Stock Exchange or by law (and in particular the Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules, MAR and the Listing Rules), none of the Company, the Directors, Numis and Peel Hunt undertake any obligation publicly to release the result of any revisions to any forward-looking statements in this announcement that may occur due to any change in the Company’s expectations or to reflect events or circumstances after the date of this announcement. Past performance of the Company is not necessarily indicative of future performance.

By participating in the Bookbuilding Process and the Placing, each Placee by choosing to participate in the Placing by making an oral and legally binding offer to acquire Placing Shares will be deemed to have read and understood this announcement in its entirety, to be participating, making an offer and acquiring Placing Shares on the terms and conditions contained in the appendix to this announcement and to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained in the appendix to this announcement

Neither the content of the Company's website (or any other website) nor any website accessible by hyperlinks on the Company's website (or any other website) is incorporated in, or forms part of, this announcement.

Any person receiving this announcement is advised to exercise caution in relation to the Placing. If in any doubt about any of the contents of this announcement, independent professional advice should be obtained. This announcement does not constitute a recommendation concerning the Placing.

## APPENDIX 1

In this announcement, the following expressions have the following meanings unless the context requires otherwise:

<b>Admission</b>	the admission of the Placing Shares issued pursuant to the Placing to the Official List becoming effective in accordance with the Listing Rules and the admission of such shares to trading on the premium segment of the London Stock Exchange's main market for listed securities becoming effective in accordance with the Admission and Disclosure Standards
<b>Admission Standards and Disclosure Standards</b>	the "Admission and Disclosure Standards" of the London Stock Exchange containing, among other things, the admission requirements to be observed by companies seeking admission to trading on the London Stock Exchange's main market for listed securities
<b>Articles</b>	the articles of association of the Company
<b>Board</b>	the Directors of the Company
<b>Primary Health Properties PLC or the Company</b>	Primary Health Properties PLC, a public limited company incorporated in England and Wales with registered number 03033634
<b>certificated or in certificated form</b>	in relation to a share or other security, a share or other security which is not in uncertificated form
<b>Code</b>	the US Internal Revenue Code of 1986, as amended
<b>Companies Act</b>	the Companies Act 2006 as amended
<b>CREST</b>	the relevant system, as defined in the CREST Regulations for paperless settlement of share transfers and the holding of shares in uncertificated form (in respect of which Euroclear is the operator as defined in the CREST Regulations)
<b>CREST Regulations</b>	the Uncertificated Securities Regulations 2001 (SI 2001 No. 01/378), as amended
<b>Directors</b>	the executive director and non-executive directors of the Company
<b>Disclosure Guidance and Transparency Rules</b>	the rules relating to the disclosure of information made in accordance with section 73A(3) of the FSMA
<b>ERISA</b>	the US Employee Retirement Income Security Act of 1974, as amended
<b>ERISA Entity</b>	any person that is: (i) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title 1 of ERISA; (ii) a "plan" as defined in Section 4975 of the Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the Code; (iii) an entity which is deemed to hold the

assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title 1 of ERISA or Section 4975 of the Code; or (iv) any governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Code whose purchase, holding, and disposition of the Placing Shares could constitute or result in a non-exempt violation of any such substantially similar law

<b>EU or European Union</b>	the European Union
<b>Euroclear</b>	Euroclear & Ireland Limited, the operator of CREST
<b>Excluded Territories</b>	Australia, Canada, Japan, New Zealand and South Africa and any other jurisdiction where the extension or availability of the Placing (and any other transaction contemplated thereby) would breach any applicable law or regulation
<b>Existing Ordinary Shares</b>	the 1,136,288,474 Ordinary Shares in issue as at the date of this announcement
<b>Financial Conduct Authority or FCA</b>	the Financial Conduct Authority of the United Kingdom
<b>FPO</b>	Financial Services and Markets Act 2000 (Financial Promotion) Order 2005
<b>FSMA</b>	the Financial Services and Markets Act 2000, as amended
<b>Group</b>	the Company and each of its subsidiaries and subsidiary undertakings from time to time
<b>Joint Bookrunners</b>	each of Numis and Peel Hunt
<b>Listing Rules</b>	the Listing Rules made by the FCA under Part VI of FSMA
<b>London Stock Exchange</b>	London Stock Exchange PLC
<b>MAR</b>	the Market Abuse Regulation (EC No. 594/2014)
<b>Member State</b>	a sovereign state which is a member of the European Union
<b>Numis</b>	Numis Securities Limited
<b>Official List</b>	the Official List of the Financial Conduct Authority pursuant to Part VI of FSMA
<b>Ordinary Shares or Shares</b>	ordinary shares of 12.5 pence each in the share capital of the Company
<b>Peel Hunt</b>	Peel Hunt LLP

<b>Places</b>	a placee procured by the Joint Bookrunners in connection with the Placing
<b>Placing</b>	the conditional placing by the Joint Bookrunners as agents for and on behalf of the Company of the Placing Shares pursuant to the Placing Agreement
<b>Placing Agreement</b>	the conditional placing agreement dated on or around the date of this announcement between the Company, Numis and Peel Hunt relating to the Placing
<b>Placing Shares</b>	the new Ordinary Shares to be issued pursuant to the Placing
<b>Pounds Sterling or £</b>	the lawful currency of the United Kingdom
<b>Prospectus Regulation</b>	Regulation (EU) No 2017/1129
<b>Prospectus Regulation Rules</b>	the Prospectus Regulation Rules published by the FCA
<b>QIB</b>	a "qualified institutional buyer" as defined in Rule 144A(a)(1) under the US Securities Act
<b>Registrars</b>	Equiniti Limited
<b>Regulation D</b>	Regulation D under the US Securities Act
<b>Regulation S</b>	Regulation S under the US Securities Act
<b>Regulatory Information Service</b>	one of the regulatory information services authorised by the Financial Conduct Authority to receive, process and disseminate regulatory information in respect of listed companies
<b>REIT</b>	a company to which Part 4 of the Finance Act 2006 applies in respect of all of its assets and businesses
<b>uncertificated or in uncertificated form</b>	recorded on the relevant register of the share or security concerned as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
<b>United Kingdom or UK</b>	the United Kingdom of Great Britain and Northern Ireland
<b>US Securities Act</b>	the United States Securities Act of 1933, as amended

## APPENDIX 2

### TERMS AND CONDITIONS OF THE PLACING

#### 1. DETAILS OF THE PLACING

- 1.1 Each of the Joint Bookrunners is acting as bookrunner in connection with the Placing and has entered into the Placing Agreement with the Company under which, on the terms and subject to the conditions set out in the Placing Agreement, each of the Joint Bookrunners, as agent for and on behalf of the Company, has severally, and not jointly, or jointly and severally, agreed to use its reasonable endeavours to procure places for the Placing Shares at the Placing Price.
- 1.2 The Placing Shares will, when issued, be subject to the Articles, be credited as fully paid up and will be issued subject to the Company's articles of association and rank *pari passu* in all respects with the existing Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid on or in respect of the Ordinary Shares after the date of issue of the Placing Shares, and will on issue be free of all pre-emption rights, claims, liens, charges, encumbrances and equities. The Placing is not being underwritten.
- 1.3 No prospectus or other offering document has been or will be submitted to be approved by the FCA in relation to the Placing and Placees' commitments will be made solely on the basis of the information contained in this announcement (including this appendix).
- 1.4 As part of the Placing, the Company has agreed that it will not issue or sell any Ordinary Shares for a period of 60 days after Admission (as defined below) without the prior written consent of the Joint Bookrunners. This agreement is subject to certain customary exceptions.

#### 2. APPLICATION FOR LISTING AND ADMISSION TO TRADING

- 2.1 Applications have been made to the FCA for admission of the Placing Shares to the premium listing segment of the Official List of the FCA (the "**Official List**") and to the London Stock Exchange plc (the "**London Stock Exchange**") for admission to trading of the Placing Shares on its main market for listed securities (together, "**Admission**").
- 2.2 It is expected that Admission of the Placing Shares will occur at or before 8.00 a.m. BST on 26 September 2019 (or such later time or date as the Joint Bookrunners may agree with the Company, being no later than 8.30 a.m. BST on 25 November 2019 (the "**Long Stop Date**")) and that dealings in the Placing Shares will commence at that time.
- 2.3 Admission is subject to the Placing Agreement becoming unconditional in all respects and not having been terminated in accordance with its terms.

#### 3. BOOKBUILDING PROCESS

- 3.1 The Joint Bookrunners will today commence the bookbuilding process in respect of the Placing (the "**Bookbuilding Process**") to determine demand for participation in the Placing by Placees. This appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing.
- 3.2 The Joint Bookrunners and the Company shall be entitled to effect the Placing by such alternative method to the Bookbuilding Process as they may, in their sole discretion, determine.

#### 4. PARTICIPATION IN, AND PRINCIPAL TERMS OF, THE PLACING

- 4.1 The Joint Bookrunners are arranging the Placing severally, and not jointly, or jointly and severally, as bookrunners and placing agents of the Company.
- 4.2 Participation in the Placing will only be available to persons who may lawfully, and are invited to, participate in the Placing. Each of the Joint Bookrunners may itself agree to be a Placee in respect of all or some of the Placing Shares or may nominate any member of its group to do so.
- 4.3 The Bookbuilding Process will establish a single price per Placing Share payable to the Joint Bookrunners by all Placees whose bids are successful (the "**Placing Price**"). The Placing Price and the aggregate proceeds to be raised through the Placing will be agreed between the Joint Bookrunners and the Company following completion of the Bookbuilding Process. The Placing Price will be announced through a Placing results announcement (the "**Placing Results Announcement**") following the completion of the Bookbuilding Process. No commissions will be paid to Placees or by the Placees in respect of any Placing Shares.
- 4.4 To bid in the Bookbuilding Process, Placees should communicate their bid by telephone to their usual sales contact at Numis or Peel Hunt. Each prospective Placee's allocation of Placing Shares will be confirmed to prospective Placees orally by Numis or one of its affiliates, and a contract note will be dispatched as soon as practicable thereafter as evidence of such Placee's allocation and commitment. The terms and conditions of this appendix will be deemed incorporated into the contract note. That oral confirmation will constitute an irrevocable legally binding commitment upon that person (who at that point will become a Placee) in favour of the Company and the Joint Bookrunners to subscribe for the number of Placing Shares allocated to it at the Placing Price on the terms and conditions set out in this appendix and in accordance with the Articles.
- 4.5 The Bookbuilding Process is expected to close no later than 4.00p.m. (London time) on 24 September 2019 but may be closed earlier or later at the discretion of the Joint Bookrunners. The Joint Bookrunners may, in agreement with the Company: (a) allocate Placing Shares after the Bookbuilding Process has closed to any person submitting a bid after that time, (b) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time, and/or (c) choose to accept bids, either in whole or in part, on the basis of allocations determined at their discretion and may scale down any bids for this purpose on such basis as they may determine.
- 4.6 The Company will release the Placing Results Announcement following the close of the Bookbuilding Process, detailing the aggregate number of the Placing Shares to be issued and the Placing Price at which such shares have been placed.
- 4.7 An offer to acquire Placing Shares, which has been already communicated by a prospective Placee to either of the Joint Bookrunners which has not been withdrawn or revoked prior to publication of the Placing Results Announcement, shall not be capable of withdrawal or revocation following the publication of this announcement without the consent of the Joint Bookrunners.
- 4.8 Each Placee has an immediate, separate, irrevocable and binding obligation, owed to the relevant Joint Bookrunner (as agent for the Company), to pay to it (or as it may direct) in cleared funds immediately on the settlement date in accordance with the registration and settlement requirements set out below an amount equal to the product of the Placing Price and such number of Placing Shares that such Placee has agreed to acquire and that the Company has agreed to allot to it.

- 4.9 Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be subscribed for pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement".
- 4.10 All obligations under the 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 "Termination of the Placing Agreement".
- 4.11 By participating in the Placing, 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. Each Placee's obligations will be owed to the Company, and to Numis and Peel Hunt (as applicable).
- 4.12 To the fullest extent permissible by law, neither the Joint Bookrunners, nor the Company, nor any of their respective affiliates, agents, directors, officers or employees 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 the Joint Bookrunners, nor the Company, nor any of their respective affiliates, agents, directors, officers or employees 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 Placing.
- 4.13 The Placing Shares will be issued subject to the terms and conditions of this announcement and each Placee's commitment to subscribe for Placing Shares on the terms set out herein will continue notwithstanding any amendment that may in future be made to the terms and conditions of the Placing and Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or the Joint Bookrunners' conduct of the Placing.
- 4.14 All references to times and dates in this announcement are to times and dates in the United Kingdom and may be subject to amendment. The relevant Joint Bookrunner shall notify the Placees and any person acting on behalf of the Placees of any changes.

## **5. CONDITIONS OF THE PLACING**

- 5.1 The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms. Each of the Joint Bookrunner's obligations under the Placing Agreement in respect of the Placing Shares are conditional on, amongst other things:
- 5.1.1 the Company having complied with all of its obligations under the Placing Agreement which fall to be performed or satisfied prior to Admission;
- 5.1.2 the Company retaining its REIT status at all times up until Admission;
- 5.1.3 certain publication of announcement obligations (including with respect to this announcement);
- 5.1.4 none of the warranties in the Placing Agreement being untrue or inaccurate or misleading on and as of the date of the Placing Agreement and at all times before Admission by reference to the facts and circumstances then subsisting;
- 5.1.5 no material adverse change in, or any development likely to involve a prospective material adverse change in or affecting, the operations, the condition (financial,

operational, legal or otherwise) or in the trading position, earnings, management, general affairs, solvency or prospects of the Group, taken as a whole, whether or not foreseeable and whether or not arising in the ordinary course of business having occurred, in each case prior to Admission;

5.1.6 the Company allotting, subject only to Admission, the Placing Shares in accordance with the Placing Agreement;

5.1.7 the delivery by the Company the Joint Bookrunners immediately prior to Admission of a certificate signed for and on behalf of the Company by a Director on behalf thereof confirming, inter alia, that the warranties given by the Company in the Placing Agreement remain true and accurate; and

5.1.8 Admission occurring no later than 8.00 a.m. BST on 26 September 2019,

(the "**Conditions**").

5.2 The Joint Bookrunners may, at their discretion and upon such terms as they think fit, waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to the Conditions or extend the time or date provided for fulfilment of any such Conditions in respect of all or any part of the performance thereof. The condition in the Placing Agreement relating to Admission may not be waived. Any such extension or waiver will not affect Placees' commitments as set out in this announcement.

5.3 If: (i) any of the Conditions are not fulfilled or (where permitted) waived by the Joint Bookrunners by the relevant time or date specified (or such later time or date as the Joint Bookrunners may agree with the Company, being no later than the Long Stop Date); or (ii) the Placing Agreement is terminated in the circumstances specified below under "**Termination of the Placing Agreement**", the Placing will not proceed 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 or on its behalf (or any person on whose behalf the Placee is acting) in respect thereof.

5.4 Neither the Joint Bookrunners, nor the Company, nor any of their respective affiliates, agents, directors, officers or employees 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 they 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 they 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.

## **6. TERMINATION OF THE PLACING AGREEMENT**

6.1 Each of the Joint Bookrunners is entitled, at any time before Admission, to terminate the Placing Agreement in accordance with its terms in certain circumstances, including (amongst other things) if at any time before Admission, either of the Joint Bookrunners becomes aware that:

6.1.1 any statement contained in this announcement or the investor presentation has become or been discovered to be untrue, inaccurate or misleading in any material respect or that there has been an omission therefrom; or

6.1.2 any of the warranties in the Placing Agreement was, when given, untrue, inaccurate or misleading in any material respect; or

- 6.1.3 any of the warranties in the Placing Agreement has ceased to be true, accurate or not misleading in any material respect (or would not be true, accurate or not misleading in any material respect if then repeated) by reference to the facts subsisting at the time; or
- 6.1.4 there has occurred, which in either of the Joint Bookrunners' opinion (acting, in each case, in good faith) a material adverse change; or
- 6.1.5 the Company has failed to comply in any respect with its obligations under the Placing Agreement or it commits a breach of the rules and regulations of the FCA and/or London Stock Exchange and/or the Listing Rules, FSMA, MAR or any other applicable law.
- 6.2 If the Placing Agreement is terminated in accordance with its terms, the parties to the Placing Agreement shall be released and discharged (except for any liability arising in relation to such termination) from their respective obligations under or pursuant to the Placing Agreement subject to certain exceptions.
- 6.3 By participating in the Placing, each Placee agrees that (i) the exercise by a Joint Bookrunner of any right of termination or of any other discretion under the Placing Agreement shall be within the absolute discretion of such Joint Bookrunner 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 or failure to so exercise and (ii) its rights and obligations terminate only in the circumstances described above under "**Termination of the Placing Agreement**" and "**Conditions of the Placing**", and its participation will not be capable of rescission or termination by it after the oral confirmation of its allocation and commitment pursuant to the terms and conditions set out in this appendix. Without limitation to the foregoing, Placees will have no rights against the Joint Bookrunners, the Company or any of their respective directors, officers or employees under the Placing Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended).

## 7. REGISTRATION AND SETTLEMENT

- 7.1 Settlement of transactions in the Placing Shares (ISIN: GB00BYRJ5J14) following Admission will take place within the CREST system, subject to certain exceptions. The Joint Bookrunners each reserve the right to require settlement for, and delivery of, the Placing Shares (or a portion thereof) to Placees in certificated form if, in Numis' opinion, 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 any Placee's jurisdiction.
- 7.2 Following the close of the Bookbuilding Process, each Placee to be allocated Placing Shares in the Placing will be sent a contract note stating the number of Placing Shares allocated to them at the Placing Price, the aggregate amount owed by such Placee to the relevant Joint 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 either the standing CREST or certificated settlement instructions that it has in place with the relevant Joint Bookrunner.
- 7.3 Placees should settle against the CREST ID provided to them by either Numis or Peel Hunt. The input to CREST by a Placee of a matching or acceptance instruction will then allow delivery of the relevant Placing Shares to that Placee against payment.
- 7.4 It is expected that settlement will take place on 26 September 2019 on a T+2 basis in accordance with the instructions set out in the contract note.

- 7.5 Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above LIBOR as determined by the Joint Bookrunners.
- 7.6 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 to the extent applicable, the Company's account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and will be required to bear any stamp duty or stamp duty reserve tax or other taxes or duties (together with any interest or penalties) imposed in any jurisdiction which may arise upon the sale of such Placing Shares on such Placee's behalf.
- 7.7 If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the contract note 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 to as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. If there are any circumstances in which any stamp duty or stamp duty reserve tax or other similar taxes or duties (including any interest and penalties relating thereto) is payable in respect of the allocation, allotment, issue, sale, transfer or delivery of the Placing Shares (or, for the avoidance of doubt, if any stamp duty or stamp duty reserve tax is payable in connection with any subsequent transfer of or agreement to transfer Placing Shares), neither the Joint Bookrunners nor the Company shall be responsible for payment thereof.
- 7.8 Placees are not be entitled to receive any fee or commission in connection with the Placing.

## **8. REPRESENTATIONS AND WARRANTIES**

- 8.1 By receiving this announcement, each Placee and, in the case of paragraph 8.1.24 of this appendix, any person confirming his agreement to subscribe for Placing Shares on behalf of a Placee or participating in the Bookbuilding process by submitting a bid to the Joint Bookrunners, is deemed to acknowledge, agree, undertake, represent and warrant to each of the Joint Bookrunners, the Registrars and the Company that:
- 8.1.1 the Placee has read and understood this announcement, including this appendix, in its entirety and acknowledges that its participation in the Placing shall be made solely on the terms and subject to the conditions set out in this appendix, the Placing Agreement and the Articles. Such Placee agrees that this appendix and the terms and conditions contained herein and the contract note issued by the Joint Bookrunners to such Placee represents the whole and only agreement between the Placee, the Joint Bookrunners and the Company in relation to the Placee's participation in the Placing and supersedes any previous agreement between any of such parties in relation to such participation. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of this appendix and the terms and conditions contained herein. Such Placee agrees that none of the Joint Bookrunners nor any of their officers or directors will have any liability for any such other information or representation and irrevocably and unconditionally waives any rights it may have in respect of any such other information or representation;

- 8.1.2 it has not received a prospectus or other offering document in connection with the Placing and acknowledges that no prospectus or other offering document: (a) is required under the Prospectus Regulation; and (b) has been or will be prepared in connection with the Placing;
- 8.1.3 the Placee has the power and authority to subscribe for the Placing Shares under the Placing and to execute and deliver all documents necessary for such subscription;
- 8.1.4 neither the Joint Bookrunners nor any person affiliated with the Joint Bookrunners or acting on their behalf is responsible for or shall have any liability for any information, representation or statement contained in this announcement or any information previously published by or on behalf of the Company or any member of the Group and will not be liable for any decision by a Placee to participate in the Placing based on any information, representation or statement contained in this announcement or otherwise;
- 8.1.5 the Placee acknowledges that the Placing Shares will be admitted to the Official List, and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of the FCA (collectively, the “**Exchange Information**”), which includes a description of the nature of the Company’s business and the Company’s most recent balance sheet and profit and loss account and that the Placee is able to obtain or access such Exchange Information without undue difficulty and is able to obtain access to such information or comparable information concerning any other publicly traded company without undue difficulty;
- 8.1.6 the Placee acknowledges that neither of the Joint Bookrunners, nor any person affiliated with the Joint Bookrunners, nor any person acting on their behalf is making any recommendations to it or advising it regarding the suitability or merits of any transaction it may enter into in connection with the Placing, and that participation in the Placing is on the basis that it is not and will not be a client of the Joint Bookrunners for the purposes of the Placing and the Placee acknowledges that neither the Joint Bookrunners, nor any person affiliated with the Joint Bookrunners, nor any person acting on its behalf has any duties or responsibilities to the Placee for providing the protections afforded to its clients or for providing advice in relation to the Placing or in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement or for the exercise or performance of any of the Joint Bookrunners’ rights and obligations thereunder, including any right to waive or vary any condition or exercise any termination right contained therein;
- 8.1.7 (i) it has knowledge and experience in financial, business and international investment matters and is required to evaluate the merits and risks of subscribing for the Placing Shares; (ii) it is experienced in investing in securities of this nature and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain a complete loss in connection with the Placing; and (iii) it has relied upon its own examination and due diligence of the Company and its associates taken as a whole, and the terms of the Placing, including the merits and risks involved and has satisfied itself concerning the relevant tax, legal, currency and other economic considerations relevant to its subscription for Placing Shares;
- 8.1.8 the Placee has not relied on the Joint Bookrunners or any person affiliated with the Joint Bookrunner in connection with any investigation of the accuracy of any information contained in this announcement or their investment decision and the Placee has relied

on its own investigation with respect to the Placing Shares and the Company in connection with its investment decision;

- 8.1.9 in agreeing to purchase Placing Shares under the Placing, the Placee is relying on this announcement including this appendix issued by the Company in connection with the Placing or any regulatory announcement that may be issued by the Company and not on any other information or representation concerning the Group, the Placing or the Placing Shares;
- 8.1.10 save in the event of fraud on its part (and to the extent permitted by the rules of the FCA), neither the Joint Bookrunners nor any of their directors or employees shall be liable to a Placee for any matter arising out of the role of the Joint Bookrunners as the Company's advisers and brokers or otherwise, and that where any such liability nevertheless arises as a matter of law each Placee will immediately waive any claim against the Joint Bookrunners and any of their directors and employees which a Placee may have in respect thereof;
- 8.1.11 the Placee has complied with all such laws and such Placee will not infringe any applicable law as a result of such Placee's agreement to purchase Placing Shares under the Placing and/or acceptance thereof or any actions arising from such Placee's rights and obligations under their agreement to purchase Placing Shares under the Placing and/or acceptance thereof or under the Articles;
- 8.1.12 the Placee has accepted that its application is irrevocable and if for any reason it becomes necessary to adjust the expected timetable as set out in this announcement including this appendix, the Company will make an appropriate announcement to a Regulatory Information Service giving details of the revised dates. In particular, the Company shall, in agreement with Numis and Peel Hunt, be entitled to extend the last time and/or date for applications under the Placing, and any such extension will not affect applications already made, which will continue to be irrevocable;
- 8.1.13 to the fullest extent permitted by law, the Placee acknowledges and agrees to the disclaimers contained in this announcement including this appendix and acknowledges and agrees to comply with the selling restrictions set out in this announcement including this appendix;
- 8.1.14 all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of necessary consents) in order: (i) to enable the Placee to exercise its rights and perform and comply with its obligations to acquire the Placing Shares under the Placing; and (ii) to ensure that those obligations are legally binding and enforceable, have been taken, fulfilled and done. The Placee's exercise of its rights and/or performance under, or compliance with its obligations under, the Placing does not and will not violate: (a) its constitutive documents; or (b) any agreement to which the Placee is a party or which is binding on the Placee or its assets;
- 8.1.15 the Placing Shares 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, transferred or delivered, directly or indirectly, in or into the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements under the US Securities Act and in each case in compliance with any applicable securities laws of any state or other jurisdiction of the United States. The Placing Shares will not be offered to the public in the United States and no representation is being made as to the availability of any

exemption under the US Securities Act for the reoffer, resale, pledge or transfer of the Placing Shares;

- 8.1.16 the Placee and the person(s), if any, for whose account and benefit it is subscribing for the Placing Shares is, and at the time the Placing Shares are acquired will be, either:
- (a) located outside of the United States and subscribing for the Placing Shares only in an "offshore transaction" as defined in and in accordance with Regulation S; or
  - (b) if specifically agreed with the Company and the Joint Bookrunners, located within the United States and
    - (i) is a QIB that is acquiring the Placing Shares in a transaction that is exempt from the registration requirements under the US Securities Act for its own account (or for the account of a QIB as to which it has sole investment discretion);
    - (ii) is not (unless otherwise agreed by the Company) an ERISA Entity; and
    - (iii) has duly executed an investor letter in a form provided to it and delivered the same to Peel Hunt and/or Numis or their respective affiliates;
- 8.1.17 it understands and acknowledges that, under United States federal tax laws, the Placing Shares likely will be considered an equity interest in a passive foreign investment company (a "PFIC") as defined in the United States Internal Revenue Code of 1986, as amended. It further understands and acknowledges that it may be subject to adverse U.S. federal income tax consequences as a result of the Company's PFIC status, and it agrees that it will seek its own independent specialist advice with respect to the U.S. tax consequences of its interest in the Placing Shares;
- 8.1.18 it is not acquiring Placing Shares as a result of any "directed selling efforts" as defined in Regulation S or as a result of any form of "general solicitation" or "general advertising" (within the meaning of Rule 502(c) of Regulation D of the Securities Act);
- 8.1.19 it is acquiring the Placing Shares for investment purposes and is not acquiring the Placing Shares with a view to, or for offer or sale in connection with, any distribution thereof (within the meaning of the Securities Act) that would be in violation of the securities laws of the United States or any state thereof;
- 8.1.20 it acknowledges that any Placing Shares offered and sold in the United States are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act and further agrees that, so long as the Placing Shares are restricted securities, it will segregate such Placing Shares from any other shares in the Company that it holds that are not restricted securities and will not deposit the Placing Shares into any depository receipt facility maintained by any depository bank in respect of the Company's ordinary shares;
- 8.1.21 if it is acquiring the Placing Shares for the account of one or more other persons, it has full power and authority to make the representations, warranties, agreements and acknowledgements herein on behalf of each such account;
- 8.1.22 the Company, and any registrar or other agent of the Company, will not be required to accept the registration of transfer of any Placing Shares acquired by the Placee, except

upon presentation of evidence satisfactory to the Company that the foregoing restrictions on transfer set out in this announcement, including this appendix, have been complied with;

- 8.1.23 the Placee is not a resident of the Excluded Territories and acknowledges that the Placing Shares have not been and will not be registered nor will a prospectus be prepared in respect of the Placing Shares under the securities legislation of the Excluded Territories and, subject to certain exceptions, may not be offered or sold, directly or indirectly, in or into those jurisdictions;
- 8.1.24 in the case of a person who confirms to the Joint Bookrunners on behalf of a Placee an agreement to purchase Placing Shares under the Placing and/or who authorises the Joint Bookrunners to notify such Placee's name to the Registrars, that person represents and warrants that he has authority to do so on behalf of the Placee;
- 8.1.25 the Placee has complied with its obligations in connection with money laundering and terrorist financing under the Criminal Justice Act 1993, the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Anti-Terrorism Crime and Security Act 2001, and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the "**Regulations**") and undertakes to provide satisfactory evidence of its identity within such reasonable time (in each case to be determined in the absolute discretion of the Joint Bookrunners) to ensure compliance with the Regulations and that if it is 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;
- 8.1.26 the Placee is not, and is not applying as nominee or agent for, a person to whom the issue would give rise to a liability under any of sections 67, 70, 93 and 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 clearing system;
- 8.1.27 if the Placee is a resident in the European Economic Area ("**EEA**"), it is a "qualified investor" within the meaning of the law in the relevant Member State implementing Article 2(1)(e) of the Prospectus Regulation;
- 8.1.28 the Placee has not offered or sold and will not offer or sell any Placing Shares to persons in the UK prior to Admission except to "qualified investors" as defined in Article 2(1)(e) of the Prospectus Regulation;
- 8.1.29 the Placee is (a) a person falling within Article 19(5) of the FPO or (b) a person falling within Article 49(2)(a) to (d) of the FPO 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 or (c) a person to whom this announcement may otherwise be lawfully communicated;
- 8.1.30 if the Placee is in the EEA, the person is a "Professional Client/Eligible Counterparty" within the meaning of Annex II/Article 24 (2) of MiFID and is not participating in the Placing on behalf of persons in the EEA other than professional clients or persons in the UK and other Member States (where equivalent legislation exists) for whom the Placee has authority to make decisions on a wholly discretionary basis;
- 8.1.31 in the case of any Placing Shares acquired by the Placee as a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation: (A) the Placing Shares

acquired by the Placee in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their placing or resale to, persons in any relevant member state other than qualified Placees, as that term is defined in the Prospectus Regulation, or in other circumstances falling within Article 5(1) of the Prospectus Regulation and the prior consent of the Joint Bookrunners has been given to the placing or resale; or (B) where Placing Shares have been acquired by the Placee on behalf of persons in any relevant Member State other than qualified Placees, the Placing of those Placing Shares to it is not treated under the Prospectus Regulation as having been made to such persons;

- 8.1.32 the Placee 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(1) of FSMA) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
- 8.1.33 the exercise by the Joint Bookrunners of any rights or discretions under the Placing Agreement shall be within their absolute discretion and the Joint Bookrunners need not have any reference to any Placee and shall have no liability to any Placee whatsoever in connection with any decision to exercise or not to exercise any such right and each Placee agrees that it shall have no rights against the Joint Bookrunners or their directors or employees under the Placing Agreement;
- 8.1.34 the Placee acknowledges that any money held in an account with the Joint Bookrunners 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. The Placee further acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from the Joint Bookrunners' money in accordance with the client money rules and will be used by the Joint Bookrunners in the course of their own business; and the Placee will rank only as a general creditor of the Joint Bookrunners;
- 8.1.35 the Placee is liable for any capital duty, 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 it or any other person on the acquisition by it of any Placing Shares or the agreement by it to acquire any Placing Shares;
- 8.1.36 the Placee irrevocably appoints any director of the Company, Numis or Peel Hunt as its agent for the purposes of executing and delivering to the Company and/or the Registrar any documents on its behalf necessary to enable it to be registered as the holder of any of the Placing Shares agreed to be taken up by it under the Placing and otherwise to do all acts, matters and things as may be necessary for, or incidental to, its acquisition of any Placing Shares in the event of its failure so to do;
- 8.1.37 Numis and/or Peel Hunt may, in accordance with applicable legal and regulatory provisions, engage in transactions in relation to the Placing Shares and/or related instruments for their own account for the purpose of hedging their underwriting exposure or otherwise and, except as required by applicable law or regulation, Numis and/or Peel Hunt will not make any public disclosure in relation to such transactions;
- 8.1.38 Peel Hunt and/or Numis and each of their respective affiliates, each acting as a Placee for its or their own account(s), may bid or subscribe for and/or purchase Placing Shares and, in that capacity, may retain, purchase, place to sell or otherwise deal for its or their

own account(s) in the Placing Shares, any other securities of the Company or other related investments in connection with the Placing or otherwise. Accordingly, references in this announcement including in this appendix to the Placing Shares being issued, subscribed, acquired or otherwise dealt with should be read as including any issue, subscription, acquisition or dealing by Peel Hunt, Numis and/or any of their respective affiliates, acting as a Placee for its or their own account(s). Neither Numis, Peel Hunt nor the Company intend to disclose the extent of any such investment or transaction otherwise than in accordance with any legal or regulatory obligation to do so; and

8.1.39 if the Placee has received any inside information (as defined in MAR) about the Company in advance of the Placing, it has not: (a) dealt in the securities of the Company; (b) encouraged or required another person to deal in the securities of the Company; or (c) disclosed such information to any person, prior to the information being made publicly available.

8.2 The Placee acknowledges and understands that the Company and the Joint Bookrunners will rely upon the truth and accuracy of the foregoing representations, warranties, agreements, acknowledgements and undertakings.

8.3 The Placee indemnifies on an after-tax basis and agrees to hold harmless the Joint Bookrunners and each person affiliated with the Joint Bookrunners and any person acting on their behalf in respect of any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings set out in this appendix and further agrees that the provisions of this appendix shall survive after completion of the Placing.

## 9. MISCELLANEOUS

9.1 The rights and remedies of the Joint Bookrunners, the Registrars and the Company under this appendix and the terms and conditions contained herein are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

9.2 On application, each Placee may be asked to disclose, in writing or orally to the Joint Bookrunners:

9.2.1 if he is an individual, his nationality; or

9.2.2 if he is a discretionary fund manager, the jurisdiction in which the funds are managed or owned.

9.3 All documents will be sent at the Placee's risk. They may be sent by post to such Placee at an address notified to the Joint Bookrunners.

9.4 The provisions of these terms and conditions of the Placing may be waived, varied or modified as regards specific Placees or on a general basis by the Joint Bookrunners.

9.5 The contract to subscribe for Placing Shares and the appointments and authorities mentioned herein will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of the Joint Bookrunners, the Company and the Registrars, each Placee irrevocably submits to the exclusive jurisdiction of the English courts in respect of these matters. This does not prevent an action being taken against a Placee in any other jurisdiction.

- 9.6 In the case of a joint agreement to subscribe for Placing Shares, references to a "Placee" in these terms and conditions are to each of such Placees and such joint Placees' liability is joint and several.
- 9.7 In addition to the provisions of paragraph 5 of this appendix, the Joint Bookrunners and the Company each expressly reserve the right to modify the Placing (including, without limitation, its timetable and settlement) at any time before allocations of Placing Shares under the Placing are determined.