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DR 21

This document, together with the appendices attached hereto (which together comprise the “**Listing Document**”) include particulars given in compliance with the Listing Rules of TISEA for the purpose of giving information with regard to Raven Russia Limited (the “**Company**”). In order for investors to make an informed assessment of the activities, assets and liabilities, financial position, management and prospects of the Company and its profits and losses and the rights in relation to the Convertible Preference Shares, they should also refer to the Company website [www.ravenrussia.com](http://www.ravenrussia.com), the Annual Report and the announcements made by the Company through RIS.

Application has been made to TISEA for up to a further 109,611,947 6.5 per cent. cumulative convertible redeemable preference shares of no par value each in the capital of the Company (the “**Convertible Preference Shares**”) to be admitted for a primary listing to the Official List of TISE and to trading on the SETSqx platform of the London Stock Exchange. It is expected that Admission will occur on or about 4 July 2017.

DR 23(a)  
DR 18

The Company’s existing Ordinary Shares, Preference Shares and Warrants are already listed on the Official List of the FCA and the Official List of TISE and are admitted to trading on the Main Market. In addition, the Existing Convertible Preference Shares are already listed on the Official List of TISE and to trading on the SETSqx platform of the London Stock Exchange.

DR 23(g)  
DR 8

N+1 Singer, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority for the conduct of investment business, is acting for the Company and for no one else in connection with the Placing and, accordingly, will not be responsible to anyone other than the Company for providing the protections afforded to clients of N+1 Singer or for affording advice in relation to the Placing, the contents of this document or any transaction, arrangement or other matter referred to in this document.

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**RAVEN RUSSIA LIMITED**

*(incorporated and registered in Guernsey with registered no. 43371)*

DR 1

**APPLICATION FOR ADMISSION OF UP TO A FURTHER 109,611,947 CONVERTIBLE PREFERENCE SHARES TO THE OFFICIAL LIST OF TISE AND TO TRADING ON THE SETSqx PLATFORM OF THE LONDON STOCK EXCHANGE**

<b>TISE SPONSOR</b>	<b>PLACING AGENT</b>
RAVENSROFT LIMITED	NPLUS1 SINGER ADVISORY LLP

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Subject as set out below, the Company accepts responsibility for the information contained in the Listing Document and to the best of the knowledge and belief of the Company (which has taken all reasonable care to ensure that such is the case) the information contained in the Listing Document is in accordance with the facts and does not omit anything likely to affect the import of such information.

DR 2

Neither the Admission of the New Convertible Preference Shares to the Official List of TISE, nor the approval of the Listing Document pursuant to TISEA Listing Rules shall constitute a warranty or representation by TISEA as to the competence of the service providers, or any other party connected with the Company, the adequacy and accuracy of the information

DR 2

contained in the Listing Document or the suitability of the Company for investment or any other purpose.

The New Convertible Preference Shares are only intended to be offered in the primary market to, and held by, investors who are particularly knowledgeable in investment matters.

DR 2

The Company confirms that it complies with its obligations in respect of the requirements imposed by the Official Lists of the FCA and TISE in respect of its listing of Ordinary Shares.

DR 23(h)

3 July 2017

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## 1 DEFINITIONS

Terms not otherwise defined in this document shall have the same meaning given to them in the circular to Ordinary Shareholders and Convertible Preference Shareholders as appropriate.

<b>"2017 AGM"</b>	means the annual general meeting of the Company convened for 10.00 a.m. on 12 July 2017.
<b>"Additional Authority"</b>	has the meaning given to it in paragraph 2 of this document.
<b>"Admission"</b>	means admission of the New Convertible Preference Shares to TISE Official List and to trading on the SETSqx platform of the London Stock Exchange.
<b>"Annual Report"</b>	means the annual report of the Group for the year ended 31 December 2016 (which includes the audited financial statements).
<b>"Articles"</b>	means the articles of incorporation of the Company in force from time to time.
<b>"Company" or "Raven Russia"</b>	means Raven Russia Limited.
<b>"Convertible Preference Shareholder"</b>	means a holder of Convertible Preference Shares.
<b>"Convertible Preference Shares"</b>	means 6.5 per cent. cumulative convertible redeemable preference shares of no par value each in the capital of the Company.
<b>"CPS Class Meeting"</b>	means the class meeting of Convertible Preference Shareholders convened for 2.45 p.m. on 3 July 2017 (or, if later, immediately after completion of the Preference Class Meeting).
<b>"Directors"</b>	means the directors of the Company whose names are set out on page 8 of this document.
<b>"DTRs"</b>	means the Disclosure Guidance and Transparency Rules sourcebook published by the FCA from time to time.
<b>"Existing Convertible Preference Shares"</b>	means the Convertible Preference Shares in issue as at the date of this document.
<b>"FCA" or "Financial Conduct Authority"</b>	means the UK Financial Conduct Authority.
<b>"General Meeting"</b>	means the extraordinary general meeting of the Company convened for 2.00 p.m. on 3 July 2017.
<b>"Group"</b>	means the Company and its subsidiaries and "member of the Group" shall be construed accordingly.

<b>"Law"</b>	means the Companies (Guernsey) Law, 2008, as amended.
<b>"London Stock Exchange"</b>	means London Stock Exchange plc.
<b>"Main Market"</b>	means the London Stock Exchange's main market for listed securities.
<b>"N+1 Singer"</b>	means Nplus1 Singer Advisory LLP.
<b>"New Convertible Preference Shares"</b>	means the Convertible Preference Shares to be issued pursuant to the Placing.
<b>"Ordinary Shareholder"</b>	means a holder of Ordinary Shares.
<b>"Ordinary Shares"</b>	means the ordinary shares of £0.01 each in the share capital of the Company.
<b>"Placing"</b>	means the proposed conditional placing by N+1 Singer, on behalf of the Company, of New Convertible Preference Shares at the Placing Price pursuant to the terms of the Placing Agreement.
<b>"Placing Agreement"</b>	means the agreement dated 16 May 2017 between the Company and N+1 Singer relating to the Placing.
<b>"Placing Announcement"</b>	means the announcement released by the Company on 16 May 2017 containing, <i>inter alia</i> , details of the Placing.
<b>"Placing Price"</b>	means 114 pence per New Convertible Preference Share.
<b>"Preference Class Meeting"</b>	means the class meeting of Preference Shareholders convened for 2.30 p.m. on 3 July 2017 (or, if later, immediately after completion of the General Meeting).
<b>"Preference Dividend"</b>	has the meaning given to it in paragraph 3.1 of this document.
<b>"Preference Shareholder"</b>	means a holder of Preference Shares.
<b>"Preference Shares"</b>	means the 12 per cent. cumulative redeemable preference shares of £0.01 each in the capital of the Company.
<b>"Ravenscroft"</b>	means Ravenscroft Limited.
<b>"RIS"</b>	means the Regulatory Information Service of the London Stock Exchange (or other news service or medium approved for the release of information by the London Stock Exchange).
<b>"TISE"</b>	means the investment exchange known as The International Stock Exchange.
<b>"TISEA"</b>	means the International Stock Exchange Authority Limited, which operates TISE.

<b>"TISEA Listing Rules"</b>	means the listing rules produced by TISEA for companies whose securities are listed on TISE Official List.
<b>"TISE Official List"</b>	means the list of securities admitted to listing on TISE, which is published and maintained by TISEA.
<b>"Warrant"</b>	means a warrant to subscribe for 1 Ordinary Share at 25 pence per Ordinary Share pursuant to the terms of the Warrant Instrument.
<b>"Warrant Instrument"</b>	means the Warrant Instrument adopted by the Company and constituting the Warrants.

## INTRODUCTION

The Company has raised approximately £102.3 million through a placing of New Convertible Preference Shares at a placing price of £1.14 each to certain institutional and other investors.

DR 19(a), (c)  
& (e)  
DR 19(i)

The Company has appointed N+1 Singer as FCA sponsor, financial adviser and broker in connection with the Placing, and Ravenscroft as TISE sponsor in connection with Admission. N+1 Singer has, subject to the terms and conditions set out in the Placing Agreement, agreed to use reasonable endeavours, as agent of the Company, to procure places for the New Convertible Preference Shares.

DR 3

Certain shareholder resolutions necessary to implement the Placing were approved by Ordinary Shareholders (and, in relation to the resolution to amend the Articles, Convertible Preference Shareholders) at the General Meeting, by Preference Shareholders at the Preference Class Meeting and by Convertible Preference Shareholders at the CPS Class Meeting. Copies of the relevant resolutions can be found at Appendix 4 of this document.

At the General Meeting, Ordinary Shareholders granted authority to the Directors to issue (i) up to a further 89,766,361 New Convertible Preference Shares pursuant to the Placing and, in addition, (ii) up to a further 19,845,586 new Convertible Preference Shares (which is equal to 10 per cent. of the issued Convertible Preference Shares on Admission) (the "**Additional Authority**"). This authority will expire on 11 October 2018 or, if earlier, the conclusion of the next annual general meeting of the Company following the 2017 AGM.

## DESCRIPTION OF THE PLACING

### 3.1 Terms of the Convertible Preference Shares

The New Convertible Preference Shares will rank *pari passu* in all respects with Existing Convertible Preference Shares and will represent 45.23 per cent. of the Convertible Preference Shares in issue following Admission. At the Placing Price, the New Convertible Preference Shares will have a cumulative preference dividend of approximately 5.7 per cent. per annum calculated by reference to the Placing Price which is equivalent to 6.5p per Convertible Preference Share (payable in equal instalments quarterly in arrears) (the "**Preference Dividend**") and the Preference Dividend shall accrue on the New Convertible Preference Shares from the date of their issue.

DR 19(b)

DR 19(c)

DR 19(j)(ii)

The New Convertible Preference Shares are currently convertible at a rate of 1.818 Ordinary Shares for each New Convertible Preference Share (subject to certain adjustments).

LR 8.4.3.2(c)

The New Convertible Preference Shares will be issued in registered form and may be held in either certificated or uncertificated form. Any New Convertible Preference Shares issued in uncertificated form pursuant to the Placing will be transferred to successful applicants through the CREST system.

DR 20(e)

The material rights attaching to the Convertible Preference Shares are set out in Appendix 1 to this document and certain "Risk Factors" in respect of the Convertible Preference Shares are set out in Appendix 2 to this document. A copy of the Articles (as amended) containing the terms of the Convertible Preference Shares is available at the Company's website [www.ravenrussia.com](http://www.ravenrussia.com).

DR 16

DR 19(b)

### 3.2 **Application for listing and admission to trading**

Application has been made to TISEA for admission of (i) the New Convertible Preference Shares to be issued pursuant to the Placing and (ii) any new Convertible Preference Shares to be issued pursuant to the Additional Authority<sup>1</sup> to TISE Official List. Application has also been made for admission of the New Convertible Preference Shares to the London Stock Exchange and for admission of the New Convertible Preference Shares to trading on the SETSqx platform. The New Convertible Preference Shares will not be listed on the Official List of the FCA. The Company intends to apply for a listing of the Convertible Preference Shares on the Official List of the FCA if and when it satisfies the eligibility criteria.

DR 18

The Ordinary Shares, into which the Convertible Preference Shares can be converted (as detailed in the Summary in Appendix 1), are listed on the Premium Segment of the Official List of the FCA and on the Official List of TISE and are admitted to trading on the Main Market.

## 4 **THE COMPANY**

### 4.1 **The Company**

The Company's legal and commercial name is Raven Russia Limited. The Company is the holding company of the Group.

DR 1

The Company was incorporated with liability limited by shares in Guernsey on 4 July 2005 and is registered under the Law with registered number 43371 and with the name Raven Russia Limited.

DR 1, 5

The principal legislation under which the Company operates is the Companies (Guernsey) Law, 2008, as amended.

DR 20(d)

The Company invests in warehouse properties in Russia. The business model of the Company is set out at page 25 of the Annual Report. The principal properties owned by the Group are listed on pages 8 to 22 of the Annual Report.

DR 9  
DR 25(a) & (b)

Further details about the Company and the Group, including the Annual Report, can be found on the Company's website at [www.ravenrussia.com](http://www.ravenrussia.com). In addition for as long as the Ordinary Shares and Preference Shares are admitted to the Official List of the FCA the Company will, in accordance with the DTRs, release information to the public relating to the Company and the Group through an RIS. Any such information released via an RIS will simultaneously be released to TISEA in accordance with TISEA Listing Rules.

DR 24(a) & (b)  
DR 24(c) & 25(c)

Ernst & Young LLP, whose address appears on page 9, is a member of the Institute of Chartered Accountants in England and Wales and have been the auditors of the Company for the previous three financial years ended 31 December 2016.

DR 4

### 4.2 **Share capital and Warrants**

Details of the share capital of the Company and the Warrants (all of such share capital and Warrants being fully paid) in issue as at 3 July 2017 (being the latest practicable date prior to the publication of this document) are set out below:

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<sup>1</sup> In respect of (ii), while the application for admission of such new Convertible Preference Shares will be made to TISEA, any of such new Convertible Preference Shares will only be listed once issued.



	<i>Ordinary Shares</i>	<i>Preference Shares</i>	<i>Existing Convertible Preference Shares</i>	<i>Warrants</i>
Issued	681,776,237	98,998,046	108,689,501	11,086,965
Held in treasury	-	-	-	-

The New Convertible Preference Shares will be issued immediately prior to Admission. The Ordinary Shares, Preference Shares and Warrants are listed on the Main Market of the London Stock Exchange and TISE.

The Company may by ordinary resolution sub-divide its shares, including the Convertible Preference Shares, or any of them, into shares of a smaller amount than is fixed on issue.

DR 20(g)

#### 4.3 **Transfer of shares**

Subject to the restriction set out in this section, any member may transfer all or any of his shares (Ordinary Shares, Preference Shares or Convertible Preference Shares) in any manner which is permitted by the Law (as defined in the Articles) or in any other manner from time to time approved by the board of the Company. A transfer of a certificated share shall be in writing in the usual common form or in any other form permitted by the Law or which the Directors approve. The transferor is deemed to remain the holder of the shares concerned until the name of the transferee is entered in the register of members in respect of those shares. All transfers of uncertificated shares are capable of being made by means of CREST and as provided in the Regulations and the Rules (as defined in the Articles) or in any other manner which is authorised by the board of the Company and from time to time approved.

DR 19(h)

DR 20(f) &  
(g)

DR 23(d)

The Directors have a discretion to refuse to register a transfer of an uncertificated share (subject to the Regulations and the Rules, as defined in the Articles) and of a certificated share which is not fully paid or on which the Company has a lien (provided that this does not prevent dealings in the shares from taking place on an open and proper basis) without giving a reason. The Directors must provide the transferee with a notice of the refusal within two months from the date on which the transfer was lodged in the case of certificated shares or, in respect of uncertificated shares the date on which an instruction was received by the Company through the relevant system. The Directors may also decline to register a transfer of shares in certificated form unless (i) the instrument of transfer is delivered to the office of the Company or at another place which the Directors determine, accompanied by the certificate for the shares to which it relates and other evidence which the Directors reasonably require to prove the title of the transferor; (ii) the instrument of transfer is in respect of only one class of share; (iii) the number of joint holders to whom the share is to be transferred does not exceed four.

In accordance with article 36.1 of the Articles, in the case of a share which is listed on a stock exchange, such refusal to register a transfer would not prevent dealings in the share from taking place on an open and proper basis on the relevant stock exchange.

#### 5 **THE COMPANY'S SUBSIDIARIES**

Details of the Company's principal subsidiaries are set out on page 97 of the Annual Report.

DR 10

**DIRECTORS, SECRETARY AND ADVISERS**

<b>Directors</b>	Richard Wilson Jewson (Non-Executive Chairman, appointed 29 June 2007) Anton John Godfrey Bilton (Executive Deputy Chairman, appointed 27 November 2008) Glyn Vincent Hirsch (Chief Executive Officer, appointed 27 November 2008) Mark Sinclair (Chief Financial Officer, appointed 23 March 2009) Colin Andrew Smith (Chief Operating Officer, appointed 14 November 2008) Christopher Wade Sherwell (Non-Executive Director, appointed 1 April 2008) Stephen Charles Coe (Non-Executive Director, appointed 4 July 2005) David Christopher Moore (Non-Executive Director, appointed 4 July 2005)	DR 22
	<i>Further information on the Directors can be found at page 40 of the Annual Report</i>	DR 22
<b>Company Secretary</b>	Benn Garnham	
<b>Registered Office, Principal Place of Business of the Company and Business Address of the Directors</b>	Second Floor La Vieille Cour La Plaiderie St. Peter Port Guernsey GY1 6EH Channel Islands	DR 1 & 22
<b>Website address</b>	<a href="http://www.ravenrussia.com">www.ravenrussia.com</a>	
<b>TISE Sponsor to the Company and Market Maker</b>	Ravenscroft Limited The Market Buildings, Fountain Street St Peter Port Guernsey GY1 4JG Channel Islands	DR 3
<b>Guernsey Advocates to the Company</b>	Carey Olsen Carey House Les Banques St. Peter Port Guernsey GY1 4BZ Channel Islands	DR 3
<b>Auditors</b>	Ernst & Young LLP 1 More London Place London SE1 2AF United Kingdom	DR 4

<b>Registrars</b>	Capita Registrars (Guernsey) Limited Mont Crevelt House Bulwer Avenue St. Sampson Guernsey GY2 4LH Channel Islands	DR 3
<b>UK Transfer Agent and Receiving Agent</b>	Capita Asset Services PXS 1 34 Beckenham Road Beckenham Kent BR3 4ZF United Kingdom	DR 3

7 **INFORMATION ABOUT THE FINANCIAL POSITION OF THE GROUP**

The Annual Report is available on the Company's website at [www.ravenrussia.com](http://www.ravenrussia.com). DR 24

8 **MATERIAL CONTRACTS** DR 25(c)

8.1 On 16 May 2017 the Company entered into an agreement with N+1 Singer relating to the Placing (a copy is set out at Appendix 5). N+1 Singer has, on the terms and subject to the conditions set out in the Placing Agreement, agreed to use reasonable endeavours, as agent of the Company, to procure placees for the New Convertible Preference Shares. The obligations of N+1 Singer pursuant to the Placing Agreement are conditional, inter alia, on: DR 14

- (a) Admission becoming effective by no later than 8.00 a.m. on 30 June 2017 (or such later time and/or date as the Company and N+1 Singer may agree, being no later than 8.00 a.m. on 31 July 2017); and
- (b) the Placing Agreement not having been terminated in accordance with its terms prior to Admission.

N+1 Singer are entitled to terminate the Placing Agreement by giving written notice to the Company if, at any time before Admission any of the warranties contained therein are or become untrue, inaccurate or misleading in any material respect or a force majeure event or material adverse change in respect of the Company occurs prior to Admission.

8.2 On 17 May 2016, the Company entered into a placing agreement pursuant to which N+1 Singer agreed to use reasonable endeavours, as agent of the Company, to procure placees for 108,689,501 Convertible Preference Shares with institutional and other investors. The placing agreement contained customary warranties given by the Company to N+1 Singer as to matters relating to the Group and its business and a customary indemnity given by the Company to N+1 Singer in respect of liabilities arising as a result of or in connection with the placing agreement. Under the placing agreement, N+1 Singer received aggregate fees of £1,189,860.

8.3 Potential conflicts of interest/independence with the Sponsor that arise will be resolved by consulting the Ravenscroft Conflicts of Interest Policy set out at Appendix 3. Other advisers and service providers to the Company are listed on pages 8 and 9 of this document. The Company does not consider there to be conflicts of interest between the interests of the Company and those of other DR 15

advisers and service providers which are material to the issue of the New Convertible Preference Shares.

9 **LITIGATION**

There are no legal or arbitration proceedings nor, so far as the Company is aware, are any legal or arbitration proceedings pending or threatened which may have, or have had during the last 12 months preceding the date of this document, a significant effect on the Group's financial position.

DR 12

10 **FINANCIAL AND TRADING POSITION**

10.1 The financial and trading prospects of the Company are set out in the Annual Report.

10.2 There have been no material adverse changes to the Company, the Company's group structure, the Company's business or accounting policies or the Company's financial or trading position since the end of the period covered by the Annual Report. The Company has continued to operate in accordance with its business model as set out on page 25 of the Annual Report.

DR 11

11 **PROPERTY VALUATIONS**

11.1 The Group has appointed Jones Lang LaSalle as property valuers to prepare property valuations on a semi-annual basis.

11.2 The most recent valuation was undertaken for the Annual Report with the resultant valuations included therein. The next scheduled valuation will be prepared for inclusion in the interim results for the period ending 30 June 2017.

12 **GENERAL**

The statutory records of the Company are kept at Second Floor, La Vieille Cour, La Plaiderie, St. Peter Port, Guernsey, GY1 6EH, Channel Islands, being the registered office of the Company.

13 **DOCUMENTS FOR INSPECTION**

Copies of the following documents in the English language will be available for physical inspection during normal business hours on any day (Saturdays, Sundays and public holidays excepted) at the registered office of the Company from the date of this document until 25 July 2017:

DR 28

(a) the Annual Report;

DR 26 & 27(d)

(b) memorandum of incorporation of the Company; and

DR 27(a)

(c) the Articles.

DR 27(a)

Dated: 3 July 2017



**Appendix 1**  
**Summary of the material rights attaching to the Convertible Preference Shares**

DR 19(b)

A summary of the material terms of the Convertible Preference Shares is set out below:

**Conversion Rate** 1.818 New Ordinary Shares for each Convertible Preference Share, subject to adjustment in accordance with the Articles.

DR 23(c)

**Preference Dividends** Cumulative preferential dividends will accrue from day to day on the Convertible Preference Shares at a fixed rate of 6.5 per cent. per annum on the amount of £1.00 (the "**CPS Fixed Amount**") from (and including) the date of issue and will be payable quarterly in equal instalments in arrears on 31 March, 30 June, 30 September and 31 December (or the next Business Day) in each year (the "**Preference Dividend**").

DR 19(d)

DR 19(j)(ii)

A Convertible Preference Share will cease to accrue Preference Dividends from and including the date it is redeemed, converted or repurchased.

Dividends will be paid only to the extent that payment of the same can be made lawfully as at each dividend payment date.

If the Preference Dividend is in arrears interest shall accrue on such unpaid sum at 8 per cent. per annum (not compounding) rising to 10 per cent. per annum (not compounding) in the event that such arrears shall remain unpaid for six months.

DR 19(d)

Holders of the Convertible Preference Shares will rank as regards dividends in priority to the payment of any dividend to the holders of any other class of shares in the capital of the Company (including the Preference Shares).

The holders of the Convertible Preference Shares shall not be entitled to participate in any further profits, dividends or bonus share issue of the Company. The holders of the Convertible Preference Shares shall rank for dividends in priority to the holders of any other class of shares of the Company and if there are any arrears of the Preference Dividend outstanding the Company may not pay any distribution (as defined in section 301 of the Law but excluding for these purposes distributions falling within sections 302(1)(a), (d) and (e) of the Law) in respect of the Ordinary Shares or any other shares ranking for distribution after the Convertible Preference Shares (including the Preference Shares).

**Scrip Preference Dividend** Holders of Convertible Preference Shares will not be

offered the right to elect to receive further Convertible Preference Shares instead of cash in respect of all or part of the Preference Dividend.

## Takeovers

In the event of a takeover bid or merger transaction being proposed, made or effected, to which the Takeover Code applies, however effected, (but which for the avoidance of doubt will not include a subscription for or purchase of new shares or securities in the Company) including by means of an amalgamation under Part VI of the Law or an arrangement under Part VIII of the Law, as a result of which any person or persons acting in concert (as defined in the Takeover Code) would hold shares carrying in aggregate 50 per cent. or more of the voting rights (as defined in the Takeover Code) of the Company if the bid or transaction were completed or became effective (a "**Potential Takeover**"), the Company shall notify the holders of Convertible Preference Shares in writing of the Potential Takeover (a "**Takeover Notice**") no earlier than 40 Business Days before but not later than 20 Business Days before the expected date of it completing or becoming effective, and each holder of Convertible Preference Shares shall be entitled by no later than the 10th Business Day from the date the Takeover Notice is given to notify the Company that it requires all (but not part) of its Convertible Preference Shares to be converted into Ordinary Shares at the applicable Conversion Rate on the date that the Potential Takeover completes or becomes effective.

A Potential Takeover effected (i) by way of a takeover offer shall be deemed to complete on the fourteenth day after such offer becomes unconditional in all respects; (ii) by way of an amalgamation under Part VI of the Law shall be deemed to complete on the fourteenth day after such amalgamation is recorded on the register of companies in Guernsey; and (iii) by way of an arrangement under Part VIII of the Law shall be deemed to complete on the fourteenth day after such scheme is sanctioned by the court. The Convertible Preference Shares that a holder has so required to be converted into Ordinary Shares will convert into Ordinary Shares on such completion.

In the event that a Potential Takeover completes then the Convertible Preference Shares that remain in issue following such completion shall cease to be convertible into Ordinary Shares after such completion.

## Redemption

Subject to being permitted to do so by law, the

DR 19(j)(i)

Convertible Preference Shares shall be redeemed by the Company on 7 July 2026 (the "**Redemption Date**"). The amount to be paid per Convertible Preference Share on the Redemption Date will be £1.35 together with a sum equal to any arrears or accrual of the Preference Dividend.

DR 19(c)

DR 19(c)

Following completion of a Potential Takeover, the Company may, following such completion, redeem on a pro rata basis by notice all or any Convertible Preference Shares (that have not been converted into Ordinary Shares on or prior to such completion). The amount to be paid per Convertible Preference Share on such redemption will be the aggregate of the CPS Fixed Amount and an amount equal to 3.5 pence for each completed 12 month period (and pro-rated in respect of a part 12 month period) that has elapsed from 7 July 2016 (the "**Fixed Date**") until the redemption date, together with a sum equal to any arrears or accrual of the Preference Dividend.

Save as set out above, the Convertible Preference Shares will not be capable of being redeemed although the Company will have the ability to buy back the Convertible Preference Shares in the usual manner.

DR 19(g)

## Capital

On a winding-up or other return of capital (other than a redemption, purchase or conversion by the Company of any of its share capital permitted by the Articles and under applicable law), each Convertible Preference Share shall confer on the holder thereof the right to receive out of assets of the Company, in priority to other shareholders (including the holders of Preference Shares), in respect of each Convertible Preference Share held an amount equal to the CPS Fixed Amount plus an additional amount equal to 3.5 pence for each completed 12 month period (and pro-rated in respect of a part 12 month period) that has elapsed from the Fixed Date until the date of commencement of the winding up or other return of capital, together with a sum equal to any arrears or accruals of the Preference Dividend.

DR 23(e)

The Convertible Preference Shares shall not have any further right to participate in the assets of the Company on any such return of capital.

## Voting Rights

Holders of Convertible Preference Shares will be entitled to receive notice of and to attend any general meeting of shareholders of the Company but not to speak or vote upon any resolution proposed at such meeting unless:



- (i) the Preference Dividend payable on his Convertible Preference Shares or any part thereof shall be in arrears; or
- (ii) the business of the meeting includes a resolution varying, abrogating or modifying any of the rights attached to the Convertible Preference Shares or to wind-up the Company pursuant to Part XXII of the Law (and then the holders of the Convertible Preference Shares shall only have the right to speak and vote upon any such resolution).

In circumstances where the Convertible Preference Shares shall entitle the holders to vote on a show of hands, every holder shall have one vote and on a poll every holder shall have one vote for each Ordinary Share he would hold if the Convertible Preference Shares of which he is the holder had been converted into Ordinary Shares at the Conversion Rate applicable on the Business Day immediately preceding the record date for such meeting.

**Form**

The Convertible Preference Shares will be issued in certificated form or uncertificated form in CREST.

DR 20(e)

**Transfer**

The Convertible Preference Shares may be transferred on the same basis as the Ordinary Shares.

**Conversion**

A holder of Convertible Preference Shares may at any time (other than (i) within 30 Business Days prior to the Redemption Date and (ii) where the Conversion right has lapsed following completion of a Potential Takeover) on giving written notice to the Company to convert in whole or in part its holding of the Convertible Preference Shares into Ordinary Shares at the Conversion Rate.

DR 23(b)

The right to convert Convertible Preference Shares into Ordinary Shares shall lapse and cease to apply on completion of a Potential Takeover.

Fractions of Ordinary Shares will not be issued on Conversion and a holder's entitlement to Ordinary Shares on Conversion will be rounded down to the nearest Ordinary Share.

Ordinary Shares issued upon Conversion will be credited as fully paid and will in all respects rank equally with the Ordinary Shares in issue on the relevant Conversion date except that Ordinary Shares so issued will not rank for any dividend or other distribution which has been announced, declared, recommended or resolved prior to the

Conversion date by the Directors or by the Company in general meeting to be paid or made if the record date for such dividend or other distribution is on or prior to the Conversion date.

### **Conversion Rate Adjustments**

DR 23(f)

The Conversion Rate for the Convertible Preference Shares will be adjusted to reflect the economic effect on the Convertible Preference Shares of certain matters relating to the Ordinary Shares, including subdivision or consolidation of the Ordinary Shares, any scrip dividend in respect of the Ordinary Shares, future issues of Ordinary Shares such as bonus issues or issues of Ordinary Shares at a material discount to (i.e. less than 90 per cent. of) the then prevailing market price of Ordinary Shares and in which the holders of the Convertible Preference Shares have not been invited to participate (such as a discounted rights issue).

The Conversion Rate will also be adjusted following the completion of any buy-back tender offer by the Company, so as to ensure that the holders of the Convertible Preference Shares as a class would on an "as converted basis" hold the same proportion of the aggregate net asset value of the Company attributable to the holders of the Ordinary Shares as a class as if the aggregate amount paid to the holders of Ordinary Shares through any such tender offer had been paid as a dividend to the holders of the Ordinary Shares.

The Company will also have a general discretion to adjust the Conversion Rate upon the occurrence of one or more events or circumstances not falling within any of the specified adjustments, such general discretion being subject to an investment bank or stockbroker determining that such adjustment is fair and reasonable).

The Company will publish any such adjustment to the Conversion Rate on its website and for as long as the Convertible Preference Shares are traded on a stock exchange the Company will in addition publish any such adjustment through the usual channel for making Company announcements on such exchange.

No adjustment will be made to the Conversion Rate where such adjustment (rounded down as provided for in this paragraph) would be less than one per cent of the Conversion Rate then applicable. On any adjustment the relevant Conversion Rate then applicable will be rounded down to the nearest two decimal places.

No adjustment will be made to the Conversion Rate where Ordinary Shares or other securities of the Company are issued to employees (including Directors holding executive office) of the Company or any of its subsidiary undertakings or any associated company of the Company or pursuant to any employee share scheme (as defined in Section 1166 of the 2006 Act).

If any doubt or dispute arises concerning an adjustment of the Conversion Rate, the Board shall refer the matter to an investment bank or stockbroker whose opinion as to the amount of the adjustment to the Conversion Rate shall be conclusive and binding.

## Restrictions

Without the consent or sanction of the requisite majority of holders of the Convertible Preference Shares as is required for a variation of the rights attached to them:

- (i) the Company will not pass a voluntary winding up resolution;
- (ii) there shall not take place a conversion/migration or voluntary strike off of the Company under Guernsey law;
- (iii) no shares ranking ahead of the Convertible Preference Shares will be issued; and
- (iv) the Company shall not make a distribution (as defined in section 301 of the Law but excluding a distribution falling within sections 302(1)(a), (d) and (e) of the Law) in respect of Ordinary Shares or any other shares ranking for distribution after the Convertible Preference Shares (including the Preference Shares) (a “**Qualifying Distribution**”) which, either itself or when taken together with the aggregate amount of Qualifying Distributions in the previous 12 month period, would exceed 10 per cent. of the consolidated net asset value of the Company at the point in time the Company proposes to make the relevant Qualifying Distribution. In order for the Company to be able to determine at a particular point in time whether it is permitted to make a Qualifying Distribution without the consent or sanction of the holders of the Convertible Preference Shares as detailed above, the consolidated net asset value of the Company at such time will be deemed to be the consolidated net asset value of the Company as shown in

its latest published consolidated audited accounts or (if such accounts have been published since the publication of the Company's last consolidated audited accounts) the latest consolidated interim half yearly unaudited accounts of the Company.

The Company will also send to holders of Convertible Preference Shares the annual report and accounts of the Company and the 6 monthly interim unaudited financial statements of the Company and such other Company information that is sent to the holders of Ordinary Shares.

For the avoidance of doubt the rights and privileges attached to the Convertible Preference Shares shall be deemed not to be affected, modified, dealt with or abrogated by:

- (i) the creation or issue of additional Convertible Preference Shares or of any other preference shares ranking *pari passu* thereto;
- (ii) any redemption or purchase by the Company of its own shares of any class; or
- (iii) any resolution for the disapplication of the pre-emption rights applying on the issue of equity securities as detailed in Article 5 of the Articles.

## **Appendix 2 Risk Factors**

DR 16

Prospective investors should carefully consider the risk factors set out below, together with the general risk factors pertaining to the Company set out in pages 35 to 38 of the Company's 2016 Annual Report (which is also on the Company's website at [www.ravenrussia.com](http://www.ravenrussia.com)), the other information in this document and their own personal circumstances, before deciding whether or not to invest in Convertible Preference Shares. The risks and uncertainties described below relate specifically to the Convertible Preference Shares, and are not the only ones faced by the Company. Additional risks and uncertainties not presently known or which are deemed immaterial may also have a material adverse effect on the Company's results of operations, financial condition or business prospects.

### **TISE Listing and SETSqx trading**

Application will be made for the New Convertible Preference Shares to be admitted to the Official List of TISE and to trading on the SETSqx platform of the London Stock Exchange. An investment in shares on TISE and trading of shares on SETSqx may be less liquid than an investment in shares listed on the Official List of the FCA. Securities admitted to trading on SETSqx can either be traded through market makers or traded electronically. If at any time there were no market makers in the Convertible Preference Shares, the Convertible Preference Shares would have to trade electronically, which would mean that a London Stock Exchange member firm would have to make an order on behalf of a holder of Convertible Preference Shares wanting to sell such securities and wait for it to match electronically.

### **An active and liquid trading market for the Convertible Preference Shares may not develop**

Since admission of the Convertible Preference Shares to the Official List of TISE in July 2016, an active and liquid trading market for the Convertible Preference Shares has not developed and the Company cannot predict the extent to which investor interest will lead to the development of such a market for the Convertible Preference Shares or, if such a market develops, whether it will be maintained. In addition, a substantial number of the New Convertible Preference Shares will be issued to a limited number of investors, which could adversely affect the development or maintenance of an active and liquid market for the Convertible Preference Shares.

In addition, if a liquid and active trading market for the Convertible Preference Shares does not develop or is not maintained, relatively small sales of the Convertible Preference Shares may have a significant impact on the price of Convertible Preference Shares, whilst sales of a significant number of Convertible Preference Shares may be difficult to execute at a stable price close to or at the prevailing market price at that time.

### **Value and volatility**

The market price of the Convertible Preference Shares may not reflect the value of the Company and may go down as well as up. It could be subject to significant fluctuations due to a change in sentiment in the market regarding the Convertible Preference Shares or in response to various factors and events, including legal or regulatory changes affecting the Group's operations, variations in the Group's operating results or property valuation and any further downturn in the broader Russian property market.

### **Dividends**

The ability of the Company to pay out dividends on the Convertible Preference Shares will depend on, inter alia, rental and capital value growth in the underlying assets. Under Guernsey law, the directors of a company are required to carry out a liquidity or cash flow

test and a balance sheet solvency test before any dividend or distribution payment can be made. The test requires the board to make a future assessment by making reference to the solvency test being satisfied immediately after a distribution or dividend payment is made. If at the time a dividend or distribution payment is to be made the directors believe that the solvency test cannot be passed, then no payment may be made to holders of the Convertible Preference Shares. Payment of the Preference Dividend on the Convertible Preference Shares will be subject to the Company satisfying this legal requirement.

### **Absence of voting rights**

Holders of Convertible Preference Shares will only be entitled to receive notice of and to attend any general meetings of Ordinary Shareholders and to speak or vote upon any resolution proposed at such meeting if a resolution is proposed either varying or abrogating any of the rights and restrictions attached to the Convertible Preference Shares or to wind-up the Company (and only then in each case to speak and vote upon any such resolution) or in the event that any of the dividends on the Convertible Preference Shares are in arrears subject to certain terms and conditions as more particularly described in the Articles.

### **Winding up**

On a return of capital on a winding-up, holders of Convertible Preference Shares will be entitled to be paid out of the assets of the Company available to members (and in priority to other classes of shares) only after the claims of all creditors of the Company have been settled.

DR 23(e)

**Appendix 3**  
**Ravenscroft Conflicts of Interest Policy**

## POLICY

Code	Title	Responsibility	Owner
RAV COI	Policy for Conflicts of Interest	RL, RIML & RJL Boards	Corporate Governance

### Legislative Requirements

Ravenscroft Limited (“RL”) and Ravenscroft Investment Management Limited (“RIML”) (collectively the “Group” or “Ravenscroft”) are licensed and regulated by the Guernsey Financial Services Commission (“GFSC”) under The Protection of Investors (Bailiwick of Guernsey) Law, 1987 to conduct categories 1 and 2 investment business.

### **The Licensees (Conduct of Business) Rules 2009**

#### 11. Conflicts of Interest

##### 11.1 Conflicts of interest policy

- 11.1.1. Licensees shall establish, implement and maintain an effective conflicts of interest policy, set out in writing and appropriate to the size and organisation of the licensee and the nature, scale and complexity of its business.
- 11.1.2. Where the licensee is a member of a group, the policy must also take into account any circumstances, of which the licensee is or should be aware, which may give rise to a conflict of interest arising as a result of other members of the group.

### Purpose & Scope

This document summarises a policy which Ravenscroft has put in place under The Licensees (Conduct of Business) Rules 2009 in order to meet our obligations to maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps to identify, monitor and manage conflicts of interest within the Group.

---

#### **Ravenscroft**

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This document provides key information designed to enable the Group employees, officers (whether executive or non-executive), associates, affiliates, any person(s) directly or indirectly linked to the Group and all clients of the Group to understand the measures Ravenscroft may take in order to safeguard their interests.

### **Conflicts of Interest Policy**

Ravenscroft's Conflicts of Interest Policy sets out how Ravenscroft will:

- identify circumstances which may give rise to conflicts of interest entailing a material risk of damage to your interests;
- establish appropriate mechanisms and systems to manage those conflicts; and
- maintain systems designed to prevent actual damage to your interests through any identified conflicts.

### **What is a "Conflict of Interest"?**

A conflict of interest is a conflict that arises, in any area of our business, in the course of providing you with a service which may benefit the Group (or another client for whom we are acting) whilst potentially materially damaging your interests where we owe a duty to you.

The Licensees (Conduct of Business) Rules 2009 state:

*"A licensee should either avoid any conflict of interest arising or, where a conflict arises, should ensure fair treatment to all its customers by disclosure, internal rules of confidentiality, declining to act, or otherwise. A licensee should not unfairly place its interests above those of its customers and, where a properly informed customer would reasonably expect that the firm would place his interests above its own, the firm should live up to that expectation."*

There may be a conflict where we (Ravenscroft) (or anyone connected to us including an affiliate):

- are likely to make a financial gain (or avoid a loss) at your expense;
- are interested in the outcome of the service provided to you where our interests are distinct from your interests;
- have a financial or other incentive to favour the interests of one client over another;
- carry on the same business as you; or
- receive money, goods or services from a third party in relation to services provided to you other than standard fees or commissions.



## **Identification of Conflicts of Interest**

In accordance with regulatory requirements, we have taken reasonable steps to identify conflicts of interest that exist, or may exist, between Ravenscroft and its clients or between one client and another or between Ravenscroft and other members of the Group. For the purposes of identifying conflicts of interest clients will include past clients where a regulatory or other duty remains in place.

The Group consists of a number of corporate offices within the Channel Islands. Given the nature of business undertaken by Ravenscroft and the other Channel Islands offices we do not believe that a conflict should arise, however, any issues arising will be discussed at the regular Group Risk Committee meetings and potentially escalated to the Group Executive Committee should the need arise.

The Group regularly carries out exercises in order to identify where potential conflicts of interest may exist in our business and have established measures we consider appropriate to monitor, manage and control the potential impact of those conflicts.

The potential conflicts of interest identified include:

- dealing as principal for our own account by selling the investment concerned to you or buying it from you;
- matching your transaction with that of another customer by acting on his behalf as well as yours;
- buying investments where we are or a connected company is involved in a new issue, rights issue, takeover or similar transaction concerning the investment or a related investment;
- holding a position in the investment or a related investment; or
- executing or arranging for transactions on behalf of or in the name of any company involved in the transaction.

We may issue research in relation to the securities in which you are trading however, our research reports are made available to all recipients simultaneously and, under no circumstances are the Group's internal departments given any priority for example the investment management team and market-makers.

Ravenscroft may provide corporate finance services to a company in relation to whose securities you are entering into a transaction, however, the flow of such information is restricted by a "Chinese Wall" which ensures **certain degrees of** physical separation of departments, undue circulation of confidential information and prevents the use of confidential information in ways that may damage market integrity or client interests.

Given the size of Ravenscroft the Group Chief Operating Officer ("COO") of the business' work in the corporate finance division and therefore the corporate finance



team will report to this individual. However, day-to-day management of corporate finance is left with the senior investment manager of that division.

In carrying out Ravenscroft business, employees may learn confidential or proprietary information about its clients, prospective clients or other third parties. However, all Ravenscroft employees are required to comply with both the “The Data Protection (Bailiwick of Guernsey) Law 2001” and “Data Protection (Jersey) Law 2005” and are duty bound to disregard any such interest, relationship or arrangement when dealing for you to ensure that you are dealt with in a fair way regardless of any conflict that may arise.

### **Policies and Procedures**

We have well established internal policies and procedures designed to manage potential conflicts of interest. These policies and procedures, which are designed to ensure the required level of independence, are the subject of ongoing monitoring and review processes by the Group Risk Committee and may, where relevant, include but are not limited to the following:-

Personal Account Dealing: All employees are bound by the requirements of the Group Personal Account Dealing Notice. All personnel transactions undertaken by employees are actively monitored by the Group Compliance Department.

Chinese Walls: Chinese Walls are information barriers operated by Ravenscroft that are designed to restrict information flows between different areas likely to generate a conflict of interest. Chinese Walls are there to allow Ravenscroft to carry out work on behalf of a client without being influenced by other information held within Ravenscroft that may give rise to a conflict of interest.

Information Barriers: Ravenscroft operates a “Need to Know” approach and complies with all applicable laws in respect of the handling of confidential information that it receives from its clients. Access to confidential information is restricted to those who have a proper requirement for the information consistent with the legitimate interest of the client or Ravenscroft. The access to computer drives and to files located within drives can be and is restricted by the use of passwords and user ID’s.

Ravenscroft shall be entitled to disclose any confidential information if and to the extent that it is required to do so by any governing law or by any court or regulatory agency or authority, provided that, and only to the extent that it is permitted to do so, Ravenscroft notifies the related party as soon as possible upon becoming aware of any such requirement.

External Business Interests: Employees undertake that they will not, whilst employed by the Group and without the prior written consent of the Ravenscroft Board of Directors, be engaged in or have an interest either directly or indirectly, in any trade,



business or occupation, which is or may be in competition with the Group which may give rise to a conflict of interest.

Segregation of Duties: Ravenscroft job roles are designed to limit the potential for conflicts of interest. Where appropriate and proportionate, internal systems and controls exist to prevent employees from undertaking roles where such a conflict may exist. However, due to the nature, scale and complexity of the Group's business, there can be occasions when employees are required to undertake duties that could give rise to a conflict. In this event, every effort is made to ensure such circumstances exist only for a limited period or for additional controls to be in place to identify inappropriate behaviour.

Disclosure: In certain circumstances, where a conflict of interest remains, we will seek the relevant client consent to allow us to act ensuring that the client has enough information to enable it to make an informed decision.

Declining to Act: Where we consider we are not able to manage the conflict of interest in any other way, we may decline to act for you.

### **Further Information**

If you would like further detail regarding our Conflicts of Interest Policy, please contact the Head of Corporate Governance.

**Appendix 4**  
**Resolutions approving the Placing**

**Raven Russia Limited (Registered No: 43371)**

**RESOLUTION PASSED AS AN ORDINARY RESOLUTION ON 3 JULY 2017**

At a general meeting of Raven Russia Limited (the "**Company**") which was duly convened and held at the offices of Carey Olsen, Carey House, Les Banques, St. Peter Port, Guernsey GY1 4BZ on 3 July 2017 at 2:00 p.m., the following resolution was passed as an ordinary resolution.

**Company's approval of the Rule 9 waiver in respect of Invesco**

THAT, the waiver granted by the Panel on Takeovers and Mergers (the "**Panel**"), on the terms described in the circular to the holders of Ordinary Shares and Convertible Preference Shares dated 13 June 2017 (the "**Circular**"), of the obligation that would otherwise arise on any member of the Invesco Concert Party (as defined in the Circular) under Rule 9 of the City Code on Takeovers and Mergers to make a general offer to the holders of ordinary shares of 1 pence each in the capital of the Company ("**Ordinary Shares**") for the entire issued and to be issued ordinary share capital of the Company, as a result of the additional interests in Ordinary Shares that will be held by the relevant members of the Invesco Concert Party following participation by the relevant Invesco Funds (as defined in the Circular) in the Placing (as defined in the Circular) and resulting from Conversion (as defined in the Circular) of the New Convertible Preference Shares (as defined in the Circular) subscribed for by them in the Placing be and is hereby approved.

**Raven Russia Limited (Registered No: 43371)**

**RESOLUTION PASSED AS AN ORDINARY RESOLUTION ON 3 JULY 2017**

At a general meeting of Raven Russia Limited (the "**Company**") which was duly convened and held at the offices of Carey Olsen, Carey House, Les Banques, St. Peter Port, Guernsey GY1 4BZ on 3 July 2017 at 2:00 p.m., the following resolution was passed as an ordinary resolution.

**Company's approval of related party transaction in relation to Invesco**

THAT, the proposed participation by Invesco Asset Management Limited as agent for the Invesco Perpetual High Income Fund and the Invesco Perpetual Income Fund and any nominee holding on behalf of such fund and/or its associates (such term having the meaning given to it for the purposes of chapter 11 of the listing rules made by the Financial Conduct Authority under Part VI of the Financial Services and Markets Act 2000 (as amended)) (the "**Listing Rules**") in the Placing, as more particularly described in the Circular, be and is hereby approved and the directors of the Company (the "**Directors**") or any committee of such Directors be and are hereby authorised to do or procure to be done all such acts, and enter into any such agreements and arrangements they consider necessary or desirable for the purpose of or in connection with such proposed participation.

**Raven Russia Limited (Registered No: 43371)**

**RESOLUTION PASSED AS AN ORDINARY RESOLUTION ON 3 JULY 2017**

At a general meeting of Raven Russia Limited (the "**Company**") which was duly convened and held at the offices of Carey Olsen, Carey House, Les Banques, St. Peter Port, Guernsey GY1 4BZ on 3 July 2017 at 2:00 p.m., the following resolution was passed as an ordinary resolution.

**Company's approval of the Rule 9 waiver in respect of Woodford**

THAT, the waiver granted by the Panel, on the terms described in the Circular, of the obligation that would otherwise arise on Woodford (as defined in the Circular) under Rule 9 of the City Code on Takeovers and Mergers to make a general offer to the holders of Ordinary Shares for the entire issued and to be issued ordinary share capital of the Company, as a result of the additional Ordinary Shares that will be held by Woodford following participation by Woodford in the Placing and resulting from Conversion of the New Convertible Preference Shares be and is hereby approved.



**Raven Russia Limited (Registered No: 43371)**

**RESOLUTION PASSED AS AN ORDINARY RESOLUTION ON 3 JULY 2017**

At a general meeting of Raven Russia Limited (the "**Company**") which was duly convened and held at the offices of Carey Olsen, Carey House, Les Banques, St. Peter Port, Guernsey GY1 4BZ on 3 July 2017 at 2:00 p.m., the following resolution was passed as an ordinary resolution.

**Company's approval of related party transaction in relation to Woodford**

THAT, the proposed participation by Woodford Investment Management Ltd, as agent for and on behalf of certain discretionary managed funds and portfolios, and any nominee holding on behalf of such persons and/or its associates (such term having the meaning given to it for the purposes of chapter 11 of the Listing Rules) in the Placing, as more particularly described in the Circular, be and is hereby approved and the Directors or any committee of such Directors be and are hereby authorised to do or procure to be done all such acts, and enter into any such agreements and arrangements they consider necessary or desirable for the purpose of or in connection with such proposed participation.

**Raven Russia Limited (Registered No: 43371)**

**RESOLUTION PASSED AS AN ORDINARY RESOLUTION ON 3 JULY 2017**

At a general meeting of Raven Russia Limited (the "**Company**") which was duly convened and held at the offices of Carey Olsen, Carey House, Les Banques, St. Peter Port, Guernsey GY1 4BZ on 3 July 2017 at 2:00 p.m., the following resolution was passed as an ordinary resolution.

**Directors be authorised to issue convertible preference shares and ordinary shares**

THAT, in addition to the Proposed AGM Authority (as defined in the Circular), the Directors be and are hereby generally and unconditionally authorised to exercise all the powers of the Company to issue:

- (a) up to 89,766,361 new 6.5 per cent. cumulative convertible redeemable preference shares of no par value each in the capital of the Company ("**Convertible Preference Shares**") pursuant to the Placing; and
- (b) up to 19,845,586 new Convertible Preference Shares (otherwise than pursuant to paragraph (a) above),

and, in each case to issue the requisite number of Ordinary Shares arising upon Conversion of such new Convertible Preference Shares calculated by reference to the prevailing conversion rate and provided that the authority granted in (b) above shall expire on 11 October 2018 or, if earlier, the conclusion of the next annual general meeting of the Company following the 2017 AGM (as defined in the Circular) (unless previously renewed, revoked or varied by the Company by ordinary resolution), save that the Company may, before such expiry, make an offer or agreement which would, or might, require Convertible Preference Shares (and/or the requisite number of Ordinary Shares arising upon Conversion of such new Convertible Preference Shares) to be issued after such expiry and the Directors may issue Convertible Preference Shares (and/or the required number of Ordinary Shares arising upon Conversion) in pursuance of such offer or agreement as if the authority conferred by this resolution had not expired.

**Raven Russia Limited (Registered No: 43371)**

**RESOLUTION PASSED AS A SPECIAL RESOLUTION ON 3 JULY 2017**

At a general meeting of Raven Russia Limited (the "**Company**") which was duly convened and held at the offices of Carey Olsen, Carey House, Les Banques, St. Peter Port, Guernsey GY1 4BZ on 3 July 2017 at 2:00 p.m., the following resolution was passed as a special resolution.

**Amendment to articles of incorporation**

THAT, conditional upon the passing of Resolutions 5 and 7 and the Class Consent Resolutions (as defined in the Circular), with effect from the end of the General Meeting, the articles of incorporation of the Company be amended as follows:

- (a) the following definitions be inserted in Article 1 in the proper alphabetical order:
  - "CPS Fixed Amount                      £1;"
  - "Final CPS Redemption Date        7 July 2026;" and
  - "Fixed Date                                7 July 2016;"
- (b) the following definitions be deleted from Article 1:
  - "Final CPS Redemption Date        the tenth anniversary of the date of first issuance of the Convertible Preference Shares;" and
  - "Subscription Amount                £1.00;"
- (c) the words "Subscription Amount" where they appear in the fifth line of Article 2.9.1, the seventh line of Article 2.10 and the fourth line of Article 2.14.3 be deleted and replaced with the words "CPS Fixed Amount";
- (d) the words "date of issue of such Convertible Preference Share" where they appear in the eleventh line of Article 2.10 and the seventh and eighth lines of Article 2.14.3 be deleted and replaced with the words "Fixed Date"; and
- (e) Article 2.13.18 be deleted and replaced with the following new Article 2.13.18:
  - "2.13.18                      No adjustment shall be made to the Conversion Rate where such adjustment (rounded down as provided in this Article 2.13.18) would be less than one per cent. of the Conversion Rate then applicable. On any adjustment, the resultant Conversion Rate will be rounded down to the nearest two decimal places."

**Raven Russia Limited (Registered No: 43371)**

**RESOLUTION PASSED AS A SPECIAL RESOLUTION ON 3 JULY 2017**

At a general meeting of Raven Russia Limited (the "**Company**") which was duly convened and held at the offices of Carey Olsen, Carey House, Les Banques, St. Peter Port, Guernsey GY1 4BZ on 3 July 2017 at 2:00 p.m., the following resolution was passed as a special resolution.

**Directors' authority to issue convertible preference shares on a non pre-emptive basis**

THAT, in addition to the Proposed Disapplication (as defined in the Circular), the Directors be and are hereby authorised, in accordance with Article 5.1 of the Articles, to issue for cash:

- (a) up to 89,766,361 new Convertible Preference Shares pursuant to the Placing; and
- (b) up to 19,845,586 new Convertible Preference Shares (otherwise than pursuant to paragraph (a) above),

in each case as if Article 5.1 of the Articles did not apply to such issue and provided that the authority granted in (b) above shall expire on 11 October 2018 or, if earlier, the conclusion of the next annual general meeting of the Company following the 2017 AGM (unless previously renewed, revoked or varied by the Company by special resolution), save that the Company may, before such expiry, make an offer or agreement which would, or might, require new Convertible Preference Shares to be issued after such expiry and the Directors may issue new Convertible Preference Shares in pursuance of such offer or agreement as if the authority conferred by this resolution had not expired.

**Appendix 5  
Placing Agreement**

## **Placing Agreement**

**Dated 16 May 2017**

- (1) Raven Russia Limited**
- (2) Nplus1 Singer Advisory LLP**

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## Agreement

Dated 16 May 2017

### Between:

- (1) **Raven Russia Limited**, a limited liability company registered in Guernsey with registered number 43371, whose registered office is at P.O. Box 522, Second Floor, La Vieille Cour, La Plaiderie, St. Peter Port, Guernsey GY1 6EH, Channel Islands (the "**Company**"); and
- (2) **Nplus1 Singer Advisory LLP**, a limited liability partnership incorporated in England and Wales with registered number OC364131, whose registered office is at One Bartholomew Lane, London EC2N 2AX, United Kingdom ("**N+1 Singer**").

### Whereas:

- (A) The Company proposes, subject to the passing of the Resolutions and on the terms of this Agreement, to raise proceeds through the issue of Convertible Preference Shares at the Placing Price pursuant to the Placing.
- (B) The Company has agreed to appoint N+1 Singer, and N+1 Singer has agreed to act, as placing agent to the Company for the purposes of the Placing.
- (C) Application will be made for admission of the Convertible Preference Shares to be issued pursuant to the Placing to the Official List of TISEA and to trading on the SETSqx.
- (D) N+1 Singer has, on the terms and subject to the conditions set out in this Agreement, agreed to use its reasonable endeavours as agent of the Company to procure subscribers for the Placing Shares at the Placing Price pursuant to the Placing. The Placing is not being underwritten.

### Now it is agreed as follows:

#### 1 Definitions

- 1.1 In this Agreement (including the Recitals and the Schedules), the following expressions shall have the respective meanings set out below:

"**Accounts**" the audited report and accounts of the Company for the financial year ending on the Accounts Date;

"**Accounts Date**" 31 December 2016;

"**Admission**" the admission of the Placing Shares to (i) the Official List of TISEA and such admission becoming effective in accordance with TISEA Listing Rules and (ii) trading on SETSqx in accordance with the rules of the London Stock Exchange, including the Admission and Disclosure Standards;

"**Admission and Disclosure Standards**" the Admission and Disclosure Standards of the London Stock Exchange from time to time;



**"Affiliate"** a person controlling, controlled by or under common control with that person;

**"Announcements"** the Placing Announcement, the Posting Announcement and the Resolutions Results Announcement;

**"Application Form"** the form of application for Admission made by or on behalf of the Company in such form as TISEA may subscribe;

**"Articles of Incorporation"** the articles of incorporation of the Company from time to time;

**"Associate"** means in relation to a person (the **"first person"**) each of its subsidiaries, branches, if it is a limited partnership its partners, (including its general partner), holding companies (and subsidiaries of any holding companies) and each of their and the first person's respective officers, directors, supervisory board members and employees;

**"Business Day"** any day (other than a Saturday or a Sunday) on which clearing banks are open for a full range of banking transactions in London and Guernsey;

**"Circulars"** means the Class Meeting Circular and the EGM Circular, each in the agreed form;

**"Circular Verification Notes"** the verification notes in the agreed form incorporating the answers thereto in relation to information and statements contained in the Circulars;

**"Claims"** any and all actions, claims, proceedings (in each case, whether or not successful, compromised or settled), investigations or regulatory enquiries (in either case, whether or not settled) in any jurisdiction whether actual, pending or threatened after signature of this Agreement;

**"Class Meeting"** the separate meeting of holders of preference shares in the capital of the Company for the purpose of considering the Class Resolution;

**"Class Meeting Circular"** the circular to preference shareholders of the Company incorporating, inter alia, the notice of the Class Meeting;

**"Class Resolution"** the resolution approving the variation of class rights of the preference shares of the Company to be proposed at the Class Meeting;

**"Closing Date"** the day on which the Placing will be settled, expected to be 30 June 2017;

**"Convertible Preference Shares"** convertible preference shares of no par value in the share capital of the Company having the rights and being subject to the restrictions set out in the Articles of Incorporation;

**"CREST"** the relevant system (as defined in the Regulations) in respect of which Euroclear is the Operator (as defined in the Regulations);

**"Directors"** the directors of the Company from time to time;

**"Disclosure Guidance and Transparency Rules"** the publication entitled **"The Disclosure Guidance and Transparency Rules"** produced by the UK Listing Authority forming part of the FCA Handbook;

**"EGM Circular"** the circular to ordinary shareholders of the Company incorporating, *inter alia*, the notice of Extraordinary General Meeting;

**"EGM Resolutions"** the resolutions approving, *inter alia*, the issue of the Placing Shares, to be proposed at the Extraordinary General Meeting;

**"Engagement Letter"** the sponsor, financial adviser and broker engagement letter dated 8 May 2017 between the Company and N+1 Singer;

**"Euroclear"** Euroclear UK & Ireland Limited;

**"Extraordinary General Meeting"** the extraordinary general meeting to be convened by the Company for the purpose of proposing the EGM Resolutions;

**"FCA"** the Financial Conduct Authority, or any successor thereof;

**"Final Date"** 31 July 2017;

**"Force Majeure"** any circumstance not within the reasonable control of the affected party including, without limitation, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunication or computer services, any strike, civil commotion, act of terrorism, riot, war, threat of war, political upheaval and any fire, explosion, storm, flood, earthquake or other natural physical disaster;

**"FSMA"** the Financial Services and Markets Act 2000 (as amended);

**"Group"** the Company and the other companies in its group for the purposes of Section 606 of United Kingdom Corporation Tax Act 2010 (and any statutory modification or re-enactment thereof for the time being in force) and **"Group Company"** means any member of the Group;

**"Indemnified Person"** N+1 Singer and each of its Associates;

**"Investment Company Act"** the US Investment Company Act of 1940, as amended;

**"Law"** the Companies (Guernsey) Law, 2008, as amended;

**"Legal Proceedings"** has the meaning given to it by Clause 18;

**"Listing Document"** the document in the agreed form to be issued by the Company in connection with the Admission, to be prepared in accordance with TISEA Listing Rules;

**"Listing Document Verification Notes"** the verification notes in the agreed form incorporating the answers thereto in relation to information and statements contained in the Listing Document;

**"Listing Rules"** the publication entitled **"The Listing Rules"** produced by the UK Listing Authority forming part of the FCA Handbook;

**"London Stock Exchange"** London Stock Exchange plc;

**"Losses"** all losses, claims, damages, liabilities and reasonable and properly incurred costs, charges and expenses (including reasonable fees/costs and reasonable expenses of legal counsel properly incurred in connection with the investigation of, preparation for, defence of, or participation as principal or witness in any inquiry, inspection or investigation or any pending or threatened litigation or proceedings);

**"MAR"** Regulation (EU) 596/2014 of the European Parliament and of the European Council;

**"Party"** a party to this Agreement;

**"Placee"** a person who agrees to subscribe for Placing Shares;

**"Placing"** the conditional placing by N+1 Singer, as agent for the Company, of Placing Shares on the terms and conditions contained in the Placing Letter and this Agreement;

**"Placing Announcement"** the announcement in the agreed form giving details of, *inter alia*, the Placing and the rights attached to the Placing Shares;

**"Placing Letter"** the letter in the agreed form to be sent by N+1 Singer to proposed Placees pursuant to the Placing including and accompanying the letter of confirmation;

**"Placing Price"** 114 pence per Convertible Preference Share;

**"Placing Shares"** the Convertible Preference Shares to be issued for cash at the Placing Price pursuant to the Placing;

**"Posting Announcement"** the announcement in the agreed form confirming the posting of the Circulars to ordinary and preference shareholders of the Company;

**"Previous Announcements"** the information made public by the Company since the Accounts Date through a Regulatory Information Service other than the Announcements and the announcement released on 13 March 2017 in connection with the results of the Company for the financial year ending on the Accounts Date;

**"Registrars"** Capita Registrars Limited;

**"Regulation S"** Regulation S under the Securities Act;

**"Regulations"** the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time;

**"Regulatory Information Service"** a regulatory information service that is approved by the FCA as meeting the FCA's Primary Information Provider criteria and that is on the list of Regulatory Information Services maintained by the FCA;

**"Resolutions"** the Class Resolutions and the EGM Resolutions;

**"Resolutions Results Announcement"** the announcement in the agreed form giving details of the results of the Extraordinary General Meeting and the Class Meeting;

**"Securities Act"** the US Securities Act of 1933, as amended;

**"SETSqx"** the London Stock Exchange Electronic Trading Service (quotes and crosses) trading platform;

**"SETSqx Application"** the application made by or on behalf of the Company to the London Stock Exchange for Admission (to trading on the SETSqx);

**"TISEA"** the International Stock Exchange Authority Limited which operates TISE;

**"TISEA Listing Rules"** the listing rules produced by TISEA for companies whose securities are listed on TISE, as amended from time to time;

**"UK Listing Authority"** the FCA acting in its capacity as the competent authority for the purposes of Part VI of the FSMA, including, where the context so permits, any committee, employee, officer or servant to whom any function of the UK Listing Authority may for the time being be delegated;

**"United States"** or **"US"** the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

**"Warranties"** the warranties set out in Schedule 1; and

**"Working Capital Memorandum"** the memorandum prepared by the Company on the cash flow and working capital projections of the Group in the agreed form.

- 1.2 In this Agreement, references to Recitals, Clauses and Schedules are to recitals and clauses of, and schedules to, this Agreement.
- 1.3 In this Agreement, references to any gender shall include the other genders where applicable.
- 1.4 In this Agreement, headings are included for convenience only and shall be disregarded in its interpretation.
- 1.5 In this Agreement, a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.
- 1.6 In this Agreement, the expressions "**company**", "**holding company**", "**subsidiary**" and "**subsidiary undertaking**" shall have the same meanings as in the United Kingdom Companies Act 2006.
- 1.7 In this Agreement, references to times of day are to London time.
- 1.8 In this Agreement, any reference to a document being "**in the agreed form**" means either:
  - 1.8.1 in the form of the draft or proof signed for the purpose of identification on or prior to the date of this Agreement by or on behalf of the Company and N+1

Singer with such alterations (if any) as may subsequently be agreed between them; or

- 1.8.2 in respect of the Circulars, the Circular Verification Notes, the Listing Document and the Listing Document Verification Notes, in the form that may be agreed by or on behalf of the Company and N+1 Singer pursuant to this Agreement with such alterations (if any) as may subsequently be agreed between them.
- 1.9 In this Agreement, the expression "**connected persons**" shall have the same meaning as in section 96B(2) of the FSMA.
- 1.10 Except where the context otherwise requires, "**material**" and "**materially**" mean material in the context of the Company, the Placing and Admission.
- 1.11 Where any Warranty is expressed to be qualified by reference to the awareness and/or knowledge and/or information and/or belief of any person or words to similar effect, it is deemed to include a statement to the effect that the Warranty has been made after such person making all reasonable enquiries immediately before giving such Warranty.
- 1.12 Any provision of this Agreement which is expressed to bind more than one person shall bind them severally, and not jointly and severally, unless it is expressly provided otherwise.
- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2 Conditions**

- 2.1 Subject to Clause 2.3, the obligations of N+1 Singer under this Agreement are conditional upon:
- 2.1.1 the publication of the Placing Announcement through a Regulatory Information Service by not later than 5.00 p.m. on 16 May 2017 (or such later date as may be agreed by the Company and N+1 Singer, not being later than 5.00 p.m. on the Final Date);
- 2.1.2 the Resolutions being passed without material amendment not previously approved in writing by N+1 Singer at the Extraordinary General Meeting and the Class Meeting;
- 2.1.3 the Listing Document having been published in accordance with TISEA Listing Rules and any rules of the London Stock Exchange, including the Admission and Disclosure Standards, by not later than 5.00 p.m. on 29 June 2017 (or such later date as may be agreed by the Company and N+1 Singer, not being later than 5.00 p.m. on the Final Date);
- 2.1.4 Admission occurring not later than 8.00 a.m. on the Closing Date or such later time and/or date as may be agreed between the Company and N+1 Singer, not being later than the Final Date;

- 2.1.5 the Company complying in all material respects with its obligations under this Agreement and TISEA Listing Rules and any rules of the London Stock Exchange, including the Admission and Disclosure Standards, to the extent that they are required to be performed prior to Admission;
- 2.1.6 the Company complying with its obligations under this Agreement to the extent that the same fall to be performed prior to Admission (including, without limitation, delivery of the documents referred to and in accordance with Clause 5);
- 2.1.7 the Company delivering a duly signed certificate to N+1 Singer by 7.00 a.m. on the day of (and prior to) Admission in the form attached as Schedule 2;
- 2.1.8 the Company issuing, subject only to Admission, the Placing Shares in accordance with Clause 6; and
- 2.1.9 each condition to enable the Placing Shares to be admitted as a participating security (as defined in the Regulations) in CREST (other than Admission) being satisfied on or before 5.00 p.m. on the Business Day before Admission or such later time and/or date (not being later than the Final Date) as may be agreed by N+1 Singer and the Company,

provided that each of the parties to this Agreement shall perform its obligations hereunder until such time (if any) as any of such conditions shall have become incapable of being satisfied.

- 2.2 The Company shall use reasonable endeavours to procure that the conditions set out in Clauses 2.1.1, 2.1.3 to 2.1.4 and 2.1.6 to 2.1.9 are satisfied by the times and/or dates stated therein and that all other conditions set out in Clause 2.1 are satisfied on or before Admission.
- 2.3 Any condition set out in Clause 2.1 may be waived by N+1 Singer (other than the condition set out in Clauses 2.1.1 to 2.1.4 and 2.1.8 to 2.1.9), in whole or in part, and/or the time and/or date for satisfaction of any condition may be extended to a date no later than the Final Date by N+1 Singer (in its absolute discretion and without any obligation to make any such waiver or extension) by notice to the Company.
- 2.4 If the conditions set out in Clause 2.1 are not fulfilled (or waived in whole or in part by N+1 Singer) by 3 p.m. on the Final Date, this Agreement (other than Clauses 1, 9, 10, 11, 14 and 16 to 22) shall have no further effect and, in such event, except in relation to any prior breaches, no party shall have any claim against any other party save that without prejudice to the foregoing, the Company shall pay the fees, expenses, charges and disbursements referred to in Clause 10.3.

### **3 Placing**

- 3.1 The Company confirms the appointment of N+1 Singer, as agent for the Company and subject to the terms and conditions of this Agreement, to act as bookrunner and placing agent on behalf of the Company in relation to the Placing and to use its reasonable endeavours to procure Placees to participate in the Placing. N+1 Singer hereby accepts such appointment. Other than Numis Securities Limited, the

Company will not appoint any other person to procure Placees for Convertible Preference Shares in connection with the Placing without the prior written consent of N+1 Singer.

- 3.2 N+1 Singer hereby agrees, subject to the conditions set out in Clause 2.1, as agent of the Company, to use its reasonable endeavours to procure Placees to subscribe for the Placing Shares at the Placing Price. N+1 Singer shall have no obligation to subscribe for any Placing Shares as principal (i) for which it is unable to procure Placees or (ii) in relation to which Placees do not pay across the Placing Price.
- 3.3 The Company hereby irrevocably confirms that the foregoing appointment confers on N+1 Singer all powers, authorities and discretions on behalf of the Company which are necessary for, or reasonably incidental to, the carrying out of the Placing by N+1 Singer as agent for the Company including, without limitation, the power to appoint sub-agents or to delegate the exercise of any of its powers, authorities or discretions to third parties and hereby agrees to ratify and confirm all actions which N+1 Singer or any such sub-agents or delegates lawfully take in the good faith exercise of such appointment, powers, authorities or discretions provided that N+1 Singer shall remain responsible for the acts and omissions of any such sub-agent or delegate.
- 3.4 The Company shall give such assistance and provide all such information as N+1 Singer may reasonably require for the making and implementation of the Placing and will do (or procure to be done) all such things and execute (or procure to be executed) all such documents as may be necessary or desirable in the reasonable opinion of N+1 Singer to be given, provided, done or executed by the Company or by its officers, employees or agents in connection therewith.
- 3.5 N+1 Singer and the Company shall jointly determine the basis of the issue of the Placing Shares available pursuant to the Placing pursuant to valid applications under the Placing. Notwithstanding the foregoing, N+1 Singer and the Company agree that, to the extent that they are able to invest in the Placing, applications made by Invesco Asset Management, Woodford Investment Management, Brooks Macdonald Asset Management and Old Mutual Global Investors will be satisfied in full.

#### **4 Application for Admission**

- 4.1 The Company shall procure that the Application Form and the Listing Document is submitted to TISEA and the Listing Document is made available in accordance with TISEA Listing Rules.
- 4.2 The Company agrees that N+1 Singer shall submit the SETSqx Application to the London Stock Exchange on the Company's behalf.
- 4.3 The Company will use its reasonable endeavours to obtain Admission on or before 30 June 2017 (or such later date as N+1 Singer and the Company may agree and in any event not later than the Final Date) and will, at its own expense, supply or procure to be supplied all such information, give all such undertakings, execute all such documents and do or procure to be done all such things as may be reasonably required by TISEA or the London Stock Exchange in connection with such applications.

- 4.4 The Company shall supply or procure to be supplied all such information, documents, pay such fees, give such undertakings and do or procure to be done all such acts and things (with the reasonable assistance of N+1 Singer) as may be reasonably required in connection with the admission of the Placing Shares as participating securities within CREST with effect from Admission.

## **5 Delivery of Documents**

- 5.1 The Company shall procure to be delivered to N+1 Singer as soon as reasonably practicable and, in any event, not later than 5.00 p.m. on the date of this Agreement (to the extent that N+1 Singer has not already received the same):

5.1.1 a certified copy of the resolutions of the Directors (or a duly authorised committee thereof) in the form agreed by the parties hereto approving, inter alia, the execution by the Company of this Agreement and all such necessary documentation supporting and the issue of the Placing Announcement and authorising all steps to be taken by the Company in connection with the Placing and Admission; and

5.1.2 a certified copy of the Placing Announcement signed for the purpose of identification by a Director of the Company or other person duly authorised to do so as stated in the minutes referred to in Clause 5.1.1 above.

- 5.2 The Company shall procure to be delivered to N+1 Singer by not later than 6.30 p.m. on the Business Day prior to the posting of the Circulars:

5.2.1 a certified copy of the resolutions of the board of Directors or of a committee of the board of Directors approving the Circulars and authorising their despatch to ordinary and preference shareholders of the Company and the convening of the Extraordinary General Meeting and the Class Meeting;

5.2.2 a copy of the Circulars;

5.2.3 a certified copy of the Circular Verification Notes; and

5.2.4 a certified copy of the Posting Announcement signed for the purpose of identification by a Director of the Company or other person duly authorised to do so;

- 5.3 The Company shall procure to be delivered to N+1 Singer as soon as reasonably practicable following the passing of the Resolutions at the Extraordinary General Meeting and the Class Meeting and by not later than 6.30 p.m. on the date of such passing:

5.3.1 a certified copy of the resolution of the board of Directors or of a committee of the board of Directors authorising the Listing Document, the issue of, conditional only on Admission, the Placing Shares to the person(s) nominated to the Company in accordance with this Agreement;

5.3.2 a certified copy of the minutes of the Extraordinary General Meeting and the Class Meeting;

5.3.3 a copy of the Listing Document;



- 5.3.4 a certified copy of the Listing Document Verification Notes;
- 5.3.5 a certified copy of the Application Form signed by a duly authorised officer of the Company;
- 5.3.6 an original of the SETSqx Application signed by a duly authorised officer of the Company; and
- 5.3.7 a certified copy of the Resolutions Results Announcement signed for the purpose of identification by a Director of the Company or other person duly authorised to do so.

## **6 Issue and Registration**

- 6.1 Not later than 2.00 p.m. (or such later time as may be agreed between the Company and N+1 Singer) on the Business Day immediately preceding the date of Admission, the Company shall issue, subject to the Law, the memorandum and Articles of Incorporation, and conditional upon Admission becoming effective, the Placing Shares to be issued to the Placees identified pursuant to Clause 3.5 above.
- 6.2 The Company undertakes to N+1 Singer that it will issue the Placing Shares to be issued pursuant to the Placing and this Agreement fully paid up in cash at the Placing Price, free from any and all encumbrances, mortgages (legal or equitable), charges, liens or pledges.
- 6.3 The Company agrees with N+1 Singer that:
  - 6.3.1 it will use its reasonable endeavours to procure that the Registrars deliver to the CREST member account or accounts of N+1 Singer, as soon as practicable upon notification from N+1 Singer and in any event on Admission, such number of Placing Shares as N+1 Singer shall specify; and
  - 6.3.2 save to the extent they are dealt with in accordance with Clause 6.3.1 above, it will use its reasonable endeavours to procure that definitive certificates in respect of the Placing Shares are despatched to those persons registered as holders of such shares pursuant to Clause 6.1 above who wish or are obliged by N+1 Singer or pursuant to the terms of the Placing to hold their shares in certificated form.
- 6.4 N+1 Singer shall use its reasonable endeavours to procure that, as soon as reasonably practicable following the receipt of such number of Placing Shares as it shall notify the Company pursuant to Clause 6.3.1 above, the CREST accounts of those persons to be registered as the holders of the Placing Shares issued pursuant to Clause 6.1 above in uncertificated form are credited with the respective number of Placing Shares.

## **7 Payment**

Subject to the conditions set out in Clause 2.1 being satisfied and this Agreement not having been terminated pursuant to Clause 11.1, N+1 Singer, against delivery of the Placing Shares into the said CREST accounts as referred to in Clause 6.3 shall as soon as reasonably practicable following Admission and, in any event, by 5.30pm on the next Business Day following Admission (the "**Payment Date**") pay or procure

payment to the Company of an amount equal to the sum of the aggregate number of the Placing Shares issued to Placees multiplied by the Placing Price only to the extent to which N+1 Singer has received payment from Placees. Such payments shall be made by telegraphic transfer and received in clear funds by no later than close of business on the Payment Date in the account of the Company notified to N+1 Singer for such purpose at least two Business Days prior to Admission provided that if as a result of any failure within the CREST system, or by a Placee, any payment to N+1 Singer by Placees in respect of the Placing Shares is not received by N+1 Singer during banking hours on or prior to the Payment Date, the aforesaid obligations of N+1 Singer in respect of such delayed payment shall be postponed to the date upon which payment is received by N+1 Singer and N+1 Singer shall be under no liability in respect of such delay. N+1 Singer shall be entitled to deduct from such payment only such amounts payable to it pursuant to Clause 10.

## **8 Warranties and undertakings**

- 8.1 The Company hereby warrants to N+1 Singer that the Warranties are true, accurate and not misleading at the date of this Agreement.
- 8.2 On the date of Admission, the Company shall be deemed to warrant again to N+1 Singer that the Warranties are true, accurate and not misleading by reference to the facts and circumstances then subsisting. Where any Warranty is made in relation to a document that is to be published or finalised between the date of this Agreement and Admission, the Warranty shall be deemed to have been given (i) in the case of the Circulars, as at the date of such publication only; and (ii) in the case of the Listing Document, as at the date of publication and also at Admission, in all cases by reference to the facts and circumstances then subsisting.
- 8.3 N+1 Singer warrants to the Company that this Agreement has been duly executed and constitutes legal, valid and binding obligations on N+1 Singer.
- 8.4 Each of the Warranties shall be construed separately and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other terms of this Agreement.
- 8.5 The Company hereby undertakes to N+1 Singer to notify N+1 Singer immediately of any information of which it becomes aware at any time up to Admission which would mean that:
- 8.5.1 the Warranties were not true and accurate or were misleading at the date of this Agreement; or
  - 8.5.2 the Warranties would not be true and accurate or would be misleading if repeated immediately prior to Admission by reference to the facts and circumstances then subsisting.
- 8.6 If, at any time prior to Admission, N+1 Singer shall receive a notice pursuant to Clause 8.5 or otherwise becomes aware of any of the Warranties being or becoming untrue, inaccurate or misleading by reference to the facts and circumstances then subsisting, N+1 Singer may (without prejudice to their right to terminate this Agreement pursuant to Clause 11.1) require the Company, at its own expense, to make or procure the making of such announcement or announcements as N+1

Singer shall, in its absolute discretion (acting reasonably and in good faith), consider necessary.

- 8.7 Save as required by law or regulation or by the FCA, TISEA, the London Stock Exchange or any other regulatory authority, the Company hereby undertakes to N+1 Singer to obtain the prior written approval of N+1 Singer (such approval not to be unreasonably withheld, conditioned or delayed) of the form and content of the Circular and the Listing Document prior to publication.
- 8.8 Save as required by law or regulation or by the FCA, TISEA, the London Stock Exchange or any other regulatory authority, or as contemplated by this Agreement, the Company will not between the date hereof and 90 days following Admission, without the prior written consent of N+1 Singer (such consent not to be unreasonably withheld, conditioned or delayed):
- 8.8.1 hold any press conference, make any public announcement or statement or issue a circular or other document (whether to its shareholders or otherwise) in relation to its financial position or affairs which is reasonably expected to be material in the context of the Placing and Admission; or
- 8.8.2 disseminate any material other the Announcements, the announcement in respect of Admission and any such materials referred to therein.
- 8.9 The Company hereby authorises N+1 Singer and any person acting on its behalf to use the Placing Announcement in connection with the Placing subject to N+1 Singer complying with all applicable laws and the rules of the FCA.
- 8.10 The Warranties shall be qualified to the extent of any fact or information fully and fairly disclosed in the Accounts, the Placing Announcement, the Working Capital Memorandum and, when published, the Circulars and the Listing Document.
- 8.11 The Company undertakes and agrees that it will (at its own expense) execute and/or provide all such documents and do all such other acts and things as N+1 Singer may reasonably request for the purpose of complying with any requirement of law or reasonable request of the FCA, the London Stock Exchange or TISEA in relation to the Placing and Admission.

## **9 Indemnities**

- 9.1 The Company undertakes that no Claim shall be made by it or any of its Associates against an Indemnified Person to recover (and that no Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise)) for any Losses which the Company or any of its respective Associates may suffer by reason of or arising out of anything done or omitted in connection with the Placing or otherwise in connection with the carrying out by any Indemnified Person of any of its obligations (or exercise of its rights) under this Agreement except to the extent that such Losses arise from the finally judicially determined (by a court of competent jurisdiction) fraud, negligence, bad faith, breach of the rules of, or any duties or obligations owed by an Indemnified Person under the rules of, the FCA or wilful misconduct or default of any Indemnified Person or material breach of this Agreement by N+1 Singer or exclusion of such liability is prohibited by law or regulatory requirement (including by COBS Rule 2.1.2R of the FCA). No Indemnified Person shall have any liability

whatsoever for loss of profit, loss of business opportunity or any other form of indirect or consequential loss suffered by the Company or any of their respective Associates. Without prejudice to any claim the Company may have against N+1 Singer or any of its respective Associates, no proceedings may be taken by the Company against any directors, supervisory board member, officer, employee, shareholder, or controlling person of N+1 Singer or any of its respective Associates in respect of such claim.

9.2 Subject to the proviso at the end of this Clause 9.2, the Company agrees to indemnify and hold harmless each of the Indemnified Persons against all Claims brought, threatened or established against any of the Indemnified Persons and all Losses:

9.2.1 which any Indemnified Person may suffer or incur as a person who has issued or approved the contents of any financial promotion (as defined for the purpose of Section 21 of the FSMA) issued in connection with or in contemplation of the Placing and/or the issue of the Placing Shares for the purpose of Section 21 of the FSMA; or

9.2.2 which may be brought against or incurred by any Indemnified Person in connection with or arising out of:

- (a) the Placing or Admission;
- (b) the issue and publication or dissemination of the Placing Announcement, the Circulars or the Listing Document and/or any other documents relating to the Placing or any other announcement or public statement made or issued by or on behalf of the Company in connection with Admission or otherwise relating to the Placing;
- (c) any breach or alleged breach of the Warranties;
- (d) the performance by N+1 Singer or any other Indemnified Person of the obligations of N+1 Singer hereunder;
- (e) the issue of the Placing Shares;
- (f) the failure by the Company or any of the Directors of the Company to comply with the Law or any other requirements of statute or statutory regulation in relation to the Placing;
- (g) any statement contained in the Placing Announcement being untrue, incorrect or misleading in any respect;
- (h) any breach or alleged breach of the laws or regulations of any country resulting from making or implementation of the Placing, the distribution of the Placing Announcement and/or the issue of the Placing Shares; and
- (i) any misrepresentation or alleged misrepresentation (by whomsoever made) contained in the Placing Announcement;

provided that the same (or to the extent part thereof) shall not have been finally judicially determined by a court of competent jurisdiction to have resulted from the fraud, negligence, bad faith, breach of the rules of, or any duties or obligations owed by an Indemnified Person under the rules of, the FCA, material breach of this Agreement or wilful misconduct or default of any Indemnified Person or where such indemnity shall not apply to the extent prohibited by law or regulatory requirement (including by COBS Rule 2.1.2R of the FCA).

- 9.3 If the Company or any Indemnified Person becomes aware of any Claim which may give rise to a liability under this Clause 9, such party will (to the extent lawful) promptly give written notice to the others provided that no failure or delay by an Indemnified Person in giving written notice shall relieve the Company of its obligations unless (and only to the extent that) the Company has been materially prejudiced by such failure or delay. Subject to the proviso below, an Indemnified Person shall have the right to separate legal counsel of its own choosing and, following a reasonable period of consultation with the Company may agree to any settlement or compromise of any claim involving a payment for which it intends to seek indemnification hereunder. It is agreed and understood that the Company shall not be responsible for the fees and expenses of more than one separate counsel for all such Indemnified Persons.

In relation to any Claim involving a payment for which it intends to seek indemnification hereunder, an Indemnified Person shall, so far as it is able and reasonably practicable to do so, provide to the Company all relevant information, topics of such information and copies of relevant information, keep the Company informed of the progress of the Claim and give the Company such opportunities as it may reasonably request to make representations regarding the conduct of the Claim provided that nothing in this sentence shall require any Indemnified Person to take any action or to disclose any information or documentation which N+1 Singer might (acting reasonably and in good faith) would (a) result in the breach of any obligation of confidentiality or any legal or regulatory requirement or waiver or loss or privilege or (b) adversely prejudice any insurance policy of an Indemnified Person or an Indemnified Person's ability to pursue a Claim thereunder or (c) be inappropriate taking into account any actual or potential conflicting interests between the relevant Indemnified Person and the Company and provided further that the Company shall indemnify the Indemnified Person in a manner reasonably satisfactory to the Indemnified Person against any and all liabilities, costs, charges and expenses incurred by the Indemnified Person in complying with such request.

The Company shall not settle or compromise any Claim in respect of which indemnification may be sought by an Indemnified Person pursuant to this Clause 9 without N+1 Singer's prior written consent, regardless of whether or not any Indemnified Person is an actual or potential party thereto, unless such settlement or compromise includes an unconditional release of such Indemnified Person from any and all liabilities under such Claim.

- 9.4 All sums payable under this Clause 9 shall be paid free and clear of all deductions or withholdings unless the deduction or withholding is required by law, in which event such additional amount shall be paid as shall be required to ensure that the net

amount received will equal the full amount which would have been received had no such deduction or withholding been made.

- 9.5 If any sum payable under this Clause 9 shall be subject to a charge to taxation in the hands of an Indemnified Person, the sum payable shall be increased to such sum as will ensure that after payment of such taxation the Indemnified Person shall be left with a sum equal to the sum that it would have received in the absence of such charge.
- 9.6 If the Company enters into any agreement or arrangement with any advisers for the purpose of or in connection with the Placing the terms of which provide that the liability of the adviser to the Company or any other person is excluded or limited in any manner, and any Indemnified Person has joint and/or several liability with such adviser to the Company or to any other person arising out of the performance of their respective duties under this Agreement, the Company shall:
- 9.6.1 not be entitled to recover any amount from any Indemnified Person which, in the absence of such exclusion or limitation, such Indemnified Person would have been entitled to recover from such advisers pursuant to the Civil Liability (Contribution) Act 1978; and
- 9.6.2 indemnify the Indemnified Persons in respect of any increased liability to any third party to the extent to which it would not have arisen in the absence of such exclusion or limitations.
- 9.7 Subject to Clause 19, the indemnities under this Clause 9 are in addition to any rights that any Indemnified Person may have at common law or otherwise (including, but not limited to, any right of contribution) and any other liability which the Company may have to any Indemnified Person provided that the indemnities hereunder shall have no effect to the extent they are prohibited under any applicable law or regulation, or as otherwise set out in this Clause 9.
- 9.8 Neither N+1 Singer nor any of its respective Associates will be responsible to the Company or any other person for verifying the accuracy or fairness of the contents of the Placing Announcement or any other information published by the Company in connection with the Placing.
- 9.9 N+1 Singer shall not be entitled to recover loss twice arising out of the same facts or circumstances under this Agreement and the Engagement Letter.
- 9.10 The Company shall not be liable whatsoever for loss of profit, loss of business opportunity or any other form of indirect or consequential loss suffered by any Indemnified Person.

## **10 Fees, costs, expenses and commissions**

- 10.1 The Company shall pay to N+1 Singer on and subject to Admission, together with applicable VAT;
- 10.1.1 a corporate finance fee of £100,000; and
- 10.1.2 a commission equal to:

- (a) 1.5 per cent. of Existing Shareholder Gross Proceeds; plus
- (b) 3.0 per cent. of Qualifying Investor Gross Proceeds; plus
- (c) 3.0 per cent. of New Investor Gross Proceeds.

For the purposes of this Clause 10:

**"Existing Shareholders"** shall mean subscribers for Placing Shares pursuant to the Placing and who are beneficial shareholders of the Company as at the date of this Agreement other than Invesco Perpetual, Woodford Investment Management, J.O. Hambro, Schrodgers and the Raven Russia Employment Benefit Trust or any other Company employee trust or Group incentive structure;

**"Existing Shareholder Gross Proceeds"** shall mean an amount equal to the aggregate value, before any deductions or payments of fees or commissions, of Placing Shares issued to Existing Shareholders at the Placing Price pursuant to the Placing;

**"New Investors"** subscribers for Placing Shares pursuant to the Placing other than (i) beneficial shareholders of the Company as at the date of this Agreement (and, for the avoidance of doubt, shall include the Existing Shareholders); (ii) Qualifying Investors; and (iii) funds managed or advised by (a) the Roditi Group (including Rovida European Investments Limited, Rovida Holdings Limited and RR Investment Company Ltd); or (b) Millhouse (including Ervington Investments Limited), and whether or not such entities subscribe directly or through Numis Securities Limited;

**"New Investor Gross Proceeds"** shall mean an amount equal to the aggregate value, before any deductions or payments of fees or commissions, of Placing Shares issued to New Investors at the Placing Price pursuant to the Placing

**"Qualifying Investors"** shall mean the following:

ADM Investor Services International  
AJ Bell  
APQ Global  
Brooks Macdonald Asset Management  
CG Asset Management  
Charles Stanley & Co  
ISP Securities AG  
MD Barnard  
Midas Investment Management  
Old Mutual Global Investors  
Overseas Asset Management  
Rowan Dartington & Co  
Walker Crips Group  
Weiss Asset Management; and

**"Qualifying Investor Gross Proceeds"** shall mean an amount equal to the aggregate value, before any deductions or payments of fees or commissions, of Placing Shares issued to Qualifying Investors at the Placing Price pursuant to the Placing.

- 10.2 N+1 Singer may deduct the amount of its fees and commissions together with expenses reasonably and properly payable to it pursuant to this Clause 10, from all payments to be made by it under Clause 7. Deduction of these amounts will discharge the Company's obligations to pay those amounts, but only to the extent of the amounts deducted and no further, and any further amounts payable by the Company will be paid promptly on demand.
- 10.3 The Company undertakes that, subject to this Agreement becoming unconditional and not being terminated pursuant to Clause 11 or Clause 2.4, it shall pay or procure the payment of all the reasonable expenses of or incidental to the Placing properly incurred including (but not limited to) TISEA fees, London Stock Exchange fees, printing, advertising and distribution costs, Registrar's charges and the reasonable legal expenses and disbursements and other professional expenses of itself and N+1 Singer (which, in the case of N+1 Singer's legal expenses, shall be capped at £17,500 plus VAT and disbursements) and any sub-agent appointed by N+1 Singer. For the avoidance of doubt, the Company will not be bound to reimburse N+1 Singer for any individual items of expense in excess of £1,000 unless the Company either agrees in writing in advance or subsequently to do so.
- 10.4 The commissions and expenses referred to in Clause 10.1 and 10.3 shall become payable by the Company on the date of Admission. If this Agreement fails to become unconditional and /or is terminated pursuant to Clause 11 or Clause 2.4, the expenses referred to in Clause 10.3 shall become payable by the Company within two weeks of either any announcement that this Agreement or the Placing has failed to become unconditional or the termination of this Agreement pursuant to Clause 11.
- 10.5 Without prejudice to Clause 10.3 the Company shall forthwith pay upon demand by N+1 Singer any stamp duty or stamp duty reserve tax or other duty or tax imposed under the laws of the United Kingdom or any other jurisdiction together with any interest or penalty which is paid or payable by N+1 Singer pursuant to or as a result of the arrangements contemplated by this Agreement (except on securities transactions for N+1 Singer's own account).
- 10.6 Where, pursuant to this Clause 10, N+1 Singer is reimbursed any sum, the Company shall in addition pay to N+1 Singer in respect of VAT:
- 10.6.1 to the extent that any reimbursement is in respect of any supply of services to the Company, such amount as equals any VAT charged to N+1 Singer, and actually paid by N+1 Singer, in respect of such expenses and which it is unable to recover together with an amount representing any VAT properly chargeable on the consideration for that supply and, for the avoidance of doubt, to the extent that N+1 Singer adds to its fee an amount representing VAT (an "**additional VAT amount**") which N+1 Singer is unable to recover, N+1 Singer may not charge VAT on the value of the supply made by N+1 Singer representing such additional VAT amount; and
- 10.6.2 to the extent that any such reimbursement is in respect of a disbursement made by N+1 Singer as agent on behalf of the Company or is otherwise made by way of indemnity, such amount as equals any VAT paid in respect of the disbursement or other payment.



- 10.7 N+1 Singer is entitled at its discretion and out of its own resources at any time to rebate to some or all investors, or to other parties, part or all of its fees relating to the Placing and to retain agents and may pay commission in respect of the Placing to any or all of those agents out of its own resources.
- 10.8 Any commissions or fees (including VAT if applicable) payable to Placees, N+1 Singer's agents or otherwise pursuant to the Placing (including to any other broker or financial adviser) will be payable by N+1 Singer out of the commissions and fees referred to in Clause 10.1.
- 10.9 The fees, costs and expenses payable under this Clause 10 shall not be in addition to any fees, costs and expenses payable to N+1 Singer pursuant to the Engagement Letter.
- 10.10 Notwithstanding any other provision of this Clause 10, no commissions shall be payable to N+1 Singer pursuant to this Clause 10 in respect of any Placing Shares subscribed for by, or on behalf of:
- 10.10.1 any of the Directors or employees of the Group or any of their connected persons; and
- 10.10.2 funds managed or advised by (i) the Roditi Group (including Rovida European Investments Limited, Rovida Holdings Limited and RR Investment Company Ltd); or (ii) Millhouse (including Ervington Investments Limited) and whether or not such entities subscribe directly or through Numis Securities Limited.

## **11 Termination**

- 11.1 N+1 Singer may, at any time before Admission, and after such consultation with the Company as the circumstances allow terminate this Agreement by giving written notice to the Company if:
- 11.1.1 any statement contained in the Placing Announcement is or has become untrue, incorrect or misleading in any material respect;
- 11.1.2 matters have arisen which would, if the Placing Announcement was issued at that time, constitute a material omission therefrom; or
- 11.1.3 the Warranties were not true and accurate in any material respect or were misleading in any material respect on the date of this Agreement or would not be true and accurate in any material respect or would be misleading in any material respect if they were repeated at any time before Admission by reference to the facts then subsisting; or
- 11.1.4 there has been a material breach by the Company of any of the terms of this Agreement (other than the Warranties); or
- 11.1.5 there has been any development or event (or any development or event involving a prospective change of which the Company is aware) which will or is reasonably likely to have a material and adverse effect on the financial, or trading position or prospects of the Company whether or not arising in the ordinary course of business; or

11.1.6 there has been a material change in national or international financial, political, economic or stock market conditions (primary or secondary); an incident of terrorism, outbreak or escalation of hostilities, war, declaration of martial law or any other calamity or crisis; a suspension or material limitation in trading of securities generally on any stock exchange; any change in currency exchange rates or exchange controls or a disruption of settlement systems or a material disruption in commercial banking as would be likely to prejudice the success of the Placing,

which is in any such case, in the reasonable and good faith opinion of N+1 Singer, material in the context of the Placing and Admission and, save as referred to in Clauses 11.2 and 11.3, this Agreement (other than Clauses 1, 9, 10, 11, 14 and 16 to 22) will terminate upon the giving of such notice and will thereupon have no further effect. Each of the Company and N+1 Singer shall inform the other party to this Agreement forthwith upon becoming aware of any event within Clauses 11.1.1 to 11.1.6 above and for the purpose of this Clause 11.1 alone, "material" shall mean material in the context of the Placing in the good faith opinion of N+1 Singer.

11.2 In the event that this Agreement is terminated under Clause 11.1, no party shall have any claim against any other party, except (i) such termination shall be without prejudice to any accrued rights or obligations under this Agreement; (ii) where otherwise agreed separately in writing by the Company and N+1 Singer and (iii) that the Company shall forthwith pay the fees, expenses, charges and disbursements referred to in Clause 10.3.

11.3 In the event that this Agreement is terminated under Clause 11.1, N+1 Singer shall return all monies received from Placees on behalf of the Company and withdraw the SETSqx Application to the London Stock Exchange. The Company shall withdraw the Application Form.

## **12 Undertakings**

12.1 N+1 Singer acknowledges and agrees that the Placing Shares have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, N+1 Singer warrants, undertakes and agrees that neither it, nor any affiliate (as defined in Rule 405 under the Securities Act) nor any person acting on its or their behalf has engaged or will engage in any "**directed selling efforts**" (as defined in Regulation S) with respect to the Placing Shares.

12.2 The Company (on behalf of itself and any of its affiliates (as defined in Rule 405 under the Securities Act)) undertakes and agrees that neither it nor any person acting on its behalf will make, directly or indirectly, offers or sales of any security, or solicit offers to buy, or otherwise negotiate in respect of, any security of the same or similar class as the Placing Shares, under circumstances that would require the registration of the Placing Shares under the Securities Act.

12.3 The Company (on behalf of itself and any of its affiliates (as defined in Rule 405 under the Securities Act)) undertakes and agrees that neither it nor any person acting on its behalf will engage in any "**directed selling efforts**" (as defined in Regulation S) with respect to the Placing Shares.

- 12.4 The Company (on behalf of itself and any of its affiliates (as defined in Rule 405 under the Securities Act)) undertakes and agrees that neither it nor any person acting on its behalf will take, directly or indirectly, any action designed to cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws or manipulation of the price of any security of the Company to facilitate the sale or resale of the Placing Shares.

### **13 Announcements**

Any press conference, public announcement or press release (other than the publication of the documents referred to in this Agreement) concerning the Company which is or may be material in relation to the Placing shall be consistent with the information set out in the Placing Announcement.

### **14 Remedies and enforcement**

- 14.1 Each of the Warranties and indemnities referred to in Clauses 8 and 9 shall remain in full force and effect notwithstanding the completion of the Placing.
- 14.2 Subject to Clauses 9.9 and 9.10, the indemnities referred to in Clause 9 shall be in addition to, and shall not be construed to limit, affect or prejudice, any other right or remedy available to N+1 Singer or any other Indemnified Person.
- 14.3 No neglect, delay, indulgence or omission on the part of N+1 Singer or the Company in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof and the grant to it of any time or other indulgence shall not affect the liability of any party to this Agreement (as the case may be). The single or partial exercise of any right, power or remedy by any party under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of such party provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 14.4 Each provision of this Agreement shall be enforceable independently of the others and the invalidity of one provision shall not affect the validity of the others.

### **15 Time of the essence**

Time shall be of the essence in this Agreement but any time, date or period mentioned in any Clause of this Agreement may be extended by mutual agreement between the parties to this Agreement.

### **16 Notices**

- 16.1 Any notice or other communication in writing to be given under this Agreement must be served:
- 16.1.1 in writing;
- 16.1.2 in the English language; and
- 16.1.3 sent by hand, facsimile transmission or first class post:
- (a) if to the Company, to it at:

P.O. Box 522  
Second Floor  
La Vieille Cour  
La Plaiderie  
St. Peter Port  
Guernsey GY1 6EH  
Channel Islands  
Attention: Colin Smith  
Facsimile No.: +44 (0)1481 713225

(b) if to N+1 Singer, to it at:

N+1 Singer Advisory LLP  
One Bartholomew Lane  
London EC2N 2AX  
United Kingdom  
Attention: James Maxwell  
Facsimile No.: +44 (0)20 7496 3050.

16.2 Any notice referred to in Clause 16.1 shall be deemed to have been received:

16.2.1 if delivered by hand, on the day of delivery and in proving service it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee;

16.2.2 if sent by first class post, one Business Days after posting exclusive of the day of posting (or two Business Days in the case of posting to an address outside the United Kingdom) and, in proving service, it shall be necessary only to prove a communication was contained in an envelope which was duly addressed and posted in accordance with this Clause; or

16.2.3 if sent by fax, two hours following despatch provided that any notice despatched by fax after 5.00 p.m. (at the place of receipt) on any day shall be deemed to have been received at 9.00 a.m. on the next Business Day.

## **17 Contracts (Rights of Third Parties) Act 1999**

17.1 No term of this Agreement is enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement (other than enforcement of Clause 9 by an Indemnified Person if N+1 Singer consents in accordance with Clause 9 to an Indemnified Person initiating a claim).

17.2 Notwithstanding the provisions of Clause 17.1 of this Agreement, any rights arising by virtue of the Contracts (Rights of Third Parties) Act 1999 may be rescinded or varied in any way and at any time by the parties to this Agreement without the consent of any Indemnified Person.

## **18 Governing law and jurisdiction**

18.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of England.

18.2 In relation to any legal action or proceedings arising out of or in connection with this Agreement ("**Legal Proceedings**"), each party hereby irrevocably submits to the exclusive jurisdiction of the High Court of Justice in England and waives any objection to Legal Proceedings in such court on the grounds of venue or on the grounds that the Legal Proceedings have been brought in an inconvenient forum.

18.3 Each Party agrees that without preventing any other mode of service, any document in an action (including, but not limited to, any claim form or any other document to be served under the Civil Procedure Rules) may be served on any other Party by being delivered to or left for that Party at its address for service of notices under Clause 16.

## **19 Counterparts**

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when executed shall constitute an original, but all of which shall together constitute one and the same instrument.

## **20 Assignment**

20.1 This Agreement shall be binding upon each of the parties hereto and its or his assigns, successors in title or legal personal representatives as the case may be.

20.2 No party may assign, or purport to assign: (i) this Agreement; (ii) all or any of their respective rights or obligations arising under or out of this Agreement; or (iii) the benefit of all or any of the other parties' obligations under this Agreement without the prior written consent of the other parties.

## **21 Entire Agreement**

21.1 This Agreement and the Engagement Letter constitute the whole agreement and understanding between the parties in relation to the Placing (save that no same payment shall be required to be made twice under this Agreement and the Engagement Letter). Except as provided in Clause 21.2 all previous agreements, understandings, undertakings, representations, warranties and arrangements of any nature whatsoever between the parties or any of them with any bearing on the Placing are superseded and extinguished (and all rights and liabilities arising by reason of them, whether accrued or not at the date of this Agreement, are cancelled) to the extent they have such a bearing.

21.2 The Engagement Letter remains in full force and effect save that to the extent that there is a conflict between the provisions of this Agreement and the Engagement Letter, in which case the provisions of this Agreement shall prevail.

21.3 Nothing in this Agreement shall be read or construed as excluding any liability or remedy in respect of fraud.

## **22 Variation**

No variation of this Agreement shall be binding on any party hereto unless and to the extent that the same is recorded in a written document executed by such party.

**As witness** the hands of the parties hereto or their duly authorised representatives the day and year first above written.

**Schedule 1**  
**Warranties**  
**(Clause 8.1)**

The warranties given by the Company pursuant to Clause 8.1 of this Agreement are as follows:

- 1 all statements of fact contained in the Placing Announcement are true and accurate in all material respects and not misleading and all forecasts, estimates, expressions of opinion, intention and expectation contained therein are made on reasonable grounds, are truly and honestly held and have been made after due enquiry and careful consideration;
- 2 there is no information which is not disclosed in the Placing Announcement the omission of which makes any statement therein misleading or which would be required by applicable law or regulation to be disclosed in such announcement;
- 3 (as at the date of their publication only) all statements of fact contained in the Circulars are true and accurate in all material respects and not misleading and all forecasts, estimates, expressions of opinion, intention and expectation contained therein are made on reasonable grounds, are truly and honestly held and have been made after due enquiry and careful consideration;
- 4 (as at the date of its publication and Admission only) all statements of fact contained in the Listing Document are true and accurate in all material respects and not misleading and all forecasts, estimates, expressions of opinion, intention and expectation contained therein are made on reasonable grounds, are truly and honestly held and have been made after due enquiry and careful consideration;
- 5 (as at the date of their publication only) there is no information which is not disclosed in the Circulars the omission of which makes any statement therein misleading or which would be required by applicable law or regulation to be disclosed in such announcement;
- 6 (as at the date of its publication and Admission only) there is no information which is not disclosed in the Listing Document the omission of which makes any statement therein misleading or which would be required by applicable law or regulation to be disclosed in such announcement;
- 7 the Placing Announcement contains all particulars and information required by, and the issue of the Placing Shares and the issue, publication and distribution of the Announcements comply in all respects and are or will (on their publication) otherwise be published and distributed in accordance with, the Law, the FSMA, the rules and regulations of TISEA, the Listing Rules, the Disclosure Guidance and Transparency Rules, MAR and the London Stock Exchange and all other relevant legislation and regulations in the United Kingdom and any other jurisdiction in which the Placing Shares are offered and with all agreements to which the Company is a party or by which it is bound;
- 8 all statements made or information provided by or on behalf of the Company to TISEA and/or the London Stock Exchange and/or N+1 Singer are true and accurate

and are not misleading and there are no facts which have not been disclosed to TISEA and/or the London Stock Exchange and/or N+1 Singer which by their omission make any such statements misleading or which are material for disclosure to any of them;

9 in respect of the Previous Announcements:

9.1 all statements of fact were when made and remain (save to the extent amended in any subsequent Previous Announcement or the Placing Announcement or the Accounts) true and accurate in all material respects and were and (save to the extent amended in any subsequent Previous Announcement or the Placing Announcement or the Accounts or save to the extent that there have been any changes in circumstances which have not required a subsequent public announcement to be made to correct any misleading statement in accordance with any applicable statute or regulations) are not misleading, by omission or otherwise in any material respect;

9.2 all forecasts, estimates, expressions of opinion, intention or expectation contained therein were when made and remain (save to the extent amended in any subsequent Previous Announcement or the Placing Announcement or the Accounts) truly and honestly held and were made on reasonable grounds after due enquiry and careful consideration and there were no other facts known to the Company, the omission of which would have made any statement or expression therein misleading in any material respect; and

9.3 each of the Previous Announcements complied in all respects with all applicable statutory and regulatory requirements of the United Kingdom and Guernsey;

10 so far as the Company is aware, there is no information other than that contained in the Announcements or the Previous Announcements or the Accounts which the Company is required to publish, whether to correct a misleading impression as to the market in or price of any of its issued share capital, or to correct any statement made in any Previous Announcement which was incorrect when made or has since become incorrect or misleading by reference to circumstances arising since they were made, or to avoid behaviour which could constitute market abuse (within the meaning of MAR);

11 there are no matters other than those disclosed in writing to N+1 Singer which should be taken into account by TISEA and/or the London Stock Exchange in considering the application for Admission;

12 the Company has the facilities and/or procedures to provide a reasonable basis for the Directors at any reasonable time to appraise and review the property portfolio of the Company (the "**Properties**") and to make proper judgements on an ongoing basis as to the financial position and prospects of the Company;

13 the Company is not engaged in any litigation, arbitration, prosecution or other legal proceeding, nor is any such proceeding pending or, so far as the Company is aware, threatened against the Company, nor has any claim been made nor, so far as the



- Company is aware, are there any circumstances, which are likely to give rise to any such proceeding;
- 14 the Accounts give a true and fair view of the state of affairs of the Group as at the Accounts Date and of the profit or loss and cashflow for the financial period ended on the Accounts Date;
- 15 since the Accounts Date and save as disclosed in the Previous Announcements, the Announcements or in the Accounts or in the Working Capital Memorandum:
- 15.1 the Group has carried on business in the ordinary and usual course and there has been no significant change in the financial or trading position of the Group;
- 15.2 no Group Company has acquired or disposed of or agreed to acquire or dispose of any business, company or asset or assumed or acquired any liability (including any contingent liability) which would have a material adverse effect on the solvency of the Group taken as a whole other than in the ordinary and usual course of business;
- 15.3 no Group Company has entered into any contract or commitment of an unusual or onerous nature or which involves an obligation of a material nature which would have a material adverse effect on the solvency of the Group taken as a whole;
- 15.4 so far as the Company is aware, there has been no development or event (or any development of event involving a prospective change of which the Company is aware) which will have a material adverse effect on the condition (financial, operational, legal or otherwise), prospects, solvency, liquidity, management, results of operations, financial position, business or general affairs of the Group taken as a whole other than in the ordinary or usual course of business;
- 15.5 the Group has not incurred any material liability for taxation of whatsoever nature otherwise than in the ordinary or usual course of business and no Group Company has been involved in any transaction which has resulted in any liability for taxation which would have a material adverse effect on the solvency of the Group taken as a whole other than in the ordinary and usual course of business; and
- 15.6 no contract (including contracts entered into in the ordinary and usual course of business) to which any Group Company is a party which, if terminated, would have a material adverse effect on the solvency of the Group taken as a whole, has been terminated, and no Group Company has received notice or otherwise has reason to believe that any such material contract will be terminated or not renewed when due for renewal;
- 16 there are no tax matters which are or, so far as the Company is aware, are likely to become, the subject of dispute with any taxation authority and which are or would be material to the Group;

- 17 the Company is duly incorporated under the laws of Guernsey and is operating in accordance with its current Memorandum and Articles of Incorporation under which it has power to enter into and perform this Agreement without any further sanction and this Agreement constitutes legal and binding obligations of the Company;
- 18 each Group Company is duly incorporated under the laws of its jurisdiction of incorporation and is operating in accordance with its constitution;
- 19 all sums due in respect of the issued capital of the Company have been paid to, and received by, the Company;
- 20 save as disclosed in the Placing Announcement, there are and, following Admission, will be, no restrictions on the exercise of voting rights attached to, or transfer of, the Placing Shares or on the declaration or payment of any dividend or distribution in respect of the Placing Shares;
- 21 subject to the passing of the Resolutions, the Company has power under its Memorandum and Articles of Incorporation to issue the Placing Shares in the manner proposed by this Agreement, and to enter into this Agreement and to pay the commission and fees herein provided, without any sanction or consent after the date of this Agreement except for the resolutions to be passed at the meeting of the Directors (or a duly authorised committee thereof) referred to in Clause 5.1.1; the said issue of the Placing Shares and the Placing do not exceed any powers or infringe any restrictions or the terms of any contract, obligation or commitment whatsoever of the Company or any of the Directors or result in the imposition or variation of any rights or obligations of the Company or any of its Directors;
- 22 save as disclosed in the Accounts, no outstanding indebtedness of the Group which would, if payable, have a material adverse effect on the solvency of the Group taken as a whole, has become and, as at the date of this Agreement, is now payable by reason of its default, and no event of default has occurred or is, so far as the Company is aware, impending which with the lapse of time or giving of notice would result in any such indebtedness becoming so payable;
- 23 the Directors understand what is required of them to enable holders of the Company's securities and the public to appraise the position of the Company and avoid the creation of a false market in its securities;
- 24 the Company by itself or by the use of services available to it has the facilities and/or procedures to comply with its obligations under the Listing Rules, the Disclosure Guidance and Transparency Rules, MAR and, as at the date of Admission only, under TISEA Listing Rules;
- 25 (as at the date of publication only) the answers contained in the Circular Verification Notes have been provided with due care and attention, are believed by the Company to be true and accurate in all material respects and not misleading in any material respect and have been prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to substantiate such replies;
- 26 (as at the date of publication and Admission only) the answers contained in the Listing Document Verification Notes have been provided with due care and attention, are believed by the Company to be true and accurate in all material respects and not

- misleading in any material respect and have been prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to substantiate such replies;
- 27 having regard to available bank facilities and the proceeds of the Placing, the Company has sufficient working capital for its present requirements, that is, for at least the next 12 months following the date of Admission;
- 28 no Group Company has taken any action, nor, so far as the Company is aware, have any other steps been taken or legal proceedings commenced or threatened against any Group Company for its winding-up or dissolution or for any similar or analogous proceeding in any jurisdiction, or for it to enter into any arrangement or composition for the benefit of creditors, or for the appointment of a receiver, administrative receiver, trustee or similar officer and no Group Company which is material to the Group taken as a whole is insolvent or unable to pay its debts as they fall due;
- 29 the Company has received and holds all material licences, permissions, authorisations and consents necessary to enable it to operate its business, and all such licences, permissions, authorisations and consents are in full force and effect and there are no circumstances of which the Company is currently aware which indicate that any of them may be revoked, rescinded, avoided or repudiated or not renewed in whole, or in part, in the ordinary course of events;
- 30 so far as the Company is aware, no Director of the Company has any conflict between his duties to the Company and his private material interests and other duties;
- 31 the Company has taken out directors and officers liability insurance for an aggregate liability of £10 million;
- 32 the Company has put in place arrangements that enable it to comply, and has complied at all times, with applicable money laundering law, laws relating to bribery and all attendant regulations;
- 33 the Placing Shares are eligible for admission to CREST and the terms of issue of the Placing Shares and the Articles of Incorporation of the Company comply with all requirements of the CREST Regulations;
- 34 the register of members of the Company contains a complete and accurate record of the members of the Company and the Company has not received any notice of any application or intended application for rectification;
- 35 the Company is not and has not been treated as tax resident or centrally managed and controlled in any jurisdiction for any tax purpose other than Guernsey and has no permanent establishment or other taxable presence in any other jurisdiction;
- 36 neither the Company nor any of its respective agents (other than any Indemnified Person) have communicated an invitation or inducement to engage in an investment activity to any person in contravention of section 21 of the FSMA or any other applicable legislation or notices in connection with or in anticipation of the Placing;
- 37 all of the Properties are, and have at all material times been, insured to their full replacement or reinstatement value with a reputable insurer against physical loss

destruction and damage and all other risks customarily insured against by persons holding assets of the same type as the Properties. In addition, the Group has at all material times been insured with a reputable insurer against public liability in respect of each of the Properties;

38 save as disclosed in the Accounts or any Previous Announcements, the Group has good and marketable title to the Properties and is the sole legal and beneficial owner of the Properties. So far as the Company is aware, no member of the Group has received any notice of any subsisting claim that has been asserted by anyone which would, if successful, have a material adverse effect on the solvency of the Group taken as a whole;

39 where a Property is a leasehold, so far as the Company is aware the lease pursuant to which any member of the Group holds the Property is in full force and effect;

40 where any Property is the subject of any lease or licence for the benefit of any person, so far as the Company is aware and save as disclosed in the Accounts or any Previous Announcements:

40.1 there is no subsisting material breach or non-observance of any covenant, condition or agreement contained in any such lease or licence by any member of the Group;

40.2 no member of the Group has refused to accept rent or made any complaint or objection to the tenant or licensee; and

40.3 no distress or other legal proceedings have been instituted by any member of the Group,

in each case, which would have a material adverse effect on the Group taken as a whole;

41 so far as the Company is aware and save as disclosed in the Accounts or any Previous Announcements, no member of the Group has any actual or contingent liability of a material nature (whether as owner, former owner, or as tenant or former tenant, or as an original contracting party, or guarantor of any party, to any deed, document, lease or licence connected therewith) in relation to any freehold or leasehold property including in respect of the Properties save for a liability to repair, reinstate and redecorate which is fully provided for in the Accounts;

## **United States**

### **Non-integration**

42 neither the Company nor any of its affiliates (as defined in Rule 405 under the Securities Act), nor any person acting on its or their behalf has made, directly or indirectly, offers or sales of any security, or has solicited offers to buy, or otherwise has negotiated in respect of, any security of the same or similar class as the Placing Shares, under circumstances that would require the registration of the Placing Shares under the Securities Act;

### **Directed selling efforts**

- 43 neither the Company, nor any of its affiliates (as defined in Rule 405 under the Securities Act), nor any person acting on its or their behalf has engaged in any **"directed selling efforts"** (as defined in Regulation S) with respect to the Placing Shares;

### **Foreign issuer and US market interest**

- 44 the Company is a **"foreign issuer"** (as such term is defined in Rule 902(e) under Regulation S) which reasonably believes that there is no **"substantial US market interest"** (as such term is defined in Rule 902(j)(1) under Regulation S) in the Placing Shares or other equity securities of the Company of the same class as the Placing Shares;

### **Investment company**

- 45 the Company is not, and as a result of the offer and sale of the Placing Shares contemplated herein and the application of the proceeds thereof will not be, an **"investment company"** under, and as such term is defined in, the Investment Company Act; and

### **Stabilisation or manipulation**

- 46 neither the Company, nor any of its affiliates (as defined in Rule 405 under the Securities Act), nor any person acting on its or their behalf has taken, directly or indirectly, any action designed to cause or result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws or manipulation of the price of any security of the Company to facilitate the sale or resale of the Placing Shares.

**Schedule 2**

**Certificate from Company**

*[Letterhead of the Company]*

To: Nplus1 Singer Advisory LLP  
One Bartholomew Lane  
London  
EC2N 2AX  
United Kingdom

Dear Sirs

**Proposed Placing**

We refer to the Placing Agreement dated 16 May 2017 in which a draft of this letter appears as Schedule 2 (the "**Placing Agreement**"). Words and expressions defined in the Placing Agreement have the same meanings herein.

We confirm that (subject only to the giving of this letter):

- 1 save as disclosed in writing to N+1 Singer prior to the date hereof, none of the warranties referred to in Clause 8.1 of the Placing Agreement has been breached or was untrue, inaccurate or misleading when made and none of such warranties would be breached or be untrue, inaccurate or misleading were it to be repeated by reference to the facts and circumstances subsisting at the date hereof;
- 2 subject to Admission occurring by 8:00 a.m. today (or such later time and/or date as you may agree in writing), each of the conditions required to be satisfied under Clause 2 of the Placing Agreement have been fulfilled in accordance with its terms (or waived); and
- 3 save as disclosed in writing to N+1 Singer prior to the date hereof, the Company has complied with or performed its obligations under the Placing Agreement to the extent that the same fall to be performed prior to Admission.

Yours faithfully

.....

Director

for and on behalf of

**Raven Russia Limited**

**Signed by**  
for and on behalf of  
**Raven Russia Limited**  
in the presence of:

C. Smith  
signature

C SMITH  
print name

signature  
of witness [Handwritten Signature]

name TRACY LE SAUVAGE  
print name of witness

address ST MICHEL DE PERELLE  
LA GRANDE RUE  
ST SAUVOUR  
QUERZSEY, 947 9 PS.

**Signed by**  
for and on behalf of  
**Nplus1 Singer Advisory LLP**  
in the presence of:

signature

print name

signature  
of witness \_\_\_\_\_

name \_\_\_\_\_  
print name of witness

address

**Signed by**  
for and on behalf of  
**Raven Russia Limited**  
in the presence of:

signature

print name

signature  
of witness

name

print name of witness

address

**Signed by**  
for and on behalf of  
**Nplus1 Singer Advisory LLP**  
in the presence of:

signature

print name

signature  
of witness

name

print name of witness

address

1 Bartholomew Lane,  
London, EC2N 2AX