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If you have sold or otherwise transferred all your Income Shares and/or your Growth Shares, please send this document and the accompanying documents at once to the purchaser or transferee of the Income Shares and/or Growth Shares or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

**This document, which relates to Puma Heritage plc, has been prepared in accordance with the City Code on Takeovers and Mergers.**

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**PUMA HERITAGE plc**

*(Registered in England and Wales with registered number 08285184)*

**PROPOSALS FOR RE-REGISTRATION AS A PRIVATE COMPANY, APPROVAL FOR WAIVER OF OBLIGATIONS UNDER RULE 9 OF THE CITY CODE ON TAKEOVERS AND MERGERS AND NOTICE OF GENERAL MEETING**

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Unless you have sold or transferred all your Income Shares or Growth Shares you are recommended to retain this document for reference.

Notice of a General Meeting of the Company convened for 2 p.m. on 3 October 2019 is set out at the end of this document. To be valid, the proxy form accompanying this document for use in connection with the General Meeting must be completed and returned in accordance with the instructions thereon as soon as possible and in any event so as to be received by the Company's Registrar not less than 48 hours before the time for holding the meeting. Completion and posting of the Form of Proxy will not prevent a Shareholder from attending and voting in person at the General Meeting. Votes on the Whitewash Resolution will be taken on a poll.

The recommendation of the Independent Directors on the Whitewash Resolution referred to in this document is set out on page 9 of this document.

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## Part 1 - Letter from the Chairman of Puma Heritage plc

### PUMA HERITAGE PLC

*(Registered in England and Wales with registered number 08285184)*

#### **Directors**

Michael Posen (*Chairman*)  
James Brydie  
Michael van Messel

#### **Registered Office**

Elder House, St Georges Business Park  
Brooklands Road  
Weybridge  
Surrey  
KT13 0TS

4 September 2019

Dear Shareholder

### **Proposals for re-registration as a private company, waiver of obligations under Rule 9 of the City Code on Takeovers and Mergers and Notice of General Meeting**

#### **1 INTRODUCTION**

I am writing to you today to explain the Proposals for which the Directors are seeking your approval at a General Meeting to be held at the offices of Charles Russell Speechlys LLP, 5 Fleet Place, London EC4M 7RD on 3 October 2019 at 2 p.m. These Proposals aim to streamline the Company's future fundraisings which should reduce costs and increase flexibility. However, because they will lead to a change in the way the Company raises funds, they require approval by existing Shareholders under the Takeover Code.

#### **2 SHARE CAPITAL**

The Company's share capital comprises Ordinary Shares, Income Shares and Growth Shares. Each such class of Share entitles its holders to one vote per Share.

#### **3 INFORMATION ON THE COMPANY**

The Company's consolidated audited accounts for the year ended 28 February 2019 are posted on the Company's website and show that several new secured loans were made during the year. The Board considers there to be a strong pipeline of potential

transaction opportunities which meet their lending criteria and expects the Company to proceed with these over the coming months. The relevant page on the Company's website on which the accounts for the year ended 28 February 2019 are posted is: <http://www.pumaheritage.co.uk/literature.html>.

The Company is an independent commercial trading company incorporated and registered in England and Wales on 7 November 2012. It was established to operate in a range of sectors predominantly in the United Kingdom, with the primary focus on secured lending. The Company currently has one wholly-owned subsidiary, Heritage Square Limited, which carries out secured lending.

Since its establishment, the Company has raised funds for its business on a regular basis, predominantly on the basis of prospectuses issued annually. Prospectuses were published on 5 June 2014, 18 June 2015, 20 June 2016, 19 June 2017 and 19 June 2018 and total proceeds raised amounted to £100.8 million as at 6 August 2019 (being the latest date on which shares were issued). Substantially all of the net proceeds were on-lent by the Company to the Subsidiary, which has provided loans to a number of businesses primarily in the property sector.

However, the Directors are now looking to streamline this process and avoid the costs of issuing a prospectus annually. The intention is to take advantage of a discretionary managed service offered by the Company's Trading Adviser, Puma Investment Management Limited. This provides an alternative legal route for fund-raising.

The Trading Adviser has, since November 2017, offered a discretionary managed service to investors who, through their independent financial advisers, seek to invest in companies which qualify for Business Relief. The service is now called the Puma Heritage Estate Planning Service (**EPS**) and offers investors the opportunity to invest in private trading companies, including the Company. Over the period from 7 December 2017 to 6 August 2019, 11,366,587 Growth Shares have been issued by the Company to discretionary clients of the Trading Adviser through the EPS, raising a total of £12,356,131.19 for the Company.

Accordingly, your Board has been examining whether to cease making a direct offer for Shares in the Company pursuant to an annual prospectus, with a view to the principal source of new funds to the Company being in future from subscriptions from discretionary clients of the Trading Adviser under the EPS. The Board's attention has been drawn to an applicable exemption under the Financial Services & Markets Act 2000 from the requirement to publish a prospectus in such circumstances. This exemption applies where shares are issued to discretionary clients of a MiFID II authorised investment manager, which includes the Trading Adviser. Having regard to the expense, both in terms of costs and management time incurred in the preparation and approval of a prospectus, the Board has decided to follow the course of ceasing the direct offer.

As the Company will cease to make offers of Shares to the public, the Board also proposes, subject to shareholder approval, to re-register the Company as a private company.

#### 4 **RE-REGISTRATION AS A PRIVATE COMPANY**

The Board believes that the Company's business will be better achieved as a private company, primarily due to the absence of the additional regulatory disclosure and administrative processes required of a public company.

The Company will remain subject to the Act, which mandates shareholder approval for certain matters. The Company will also continue to be subject to the City Code for the period of ten years from the date of publication of its last prospectus, that is until 18 June 2028.

The Company will continue to prepare and send to Shareholders audited annual reports and accounts and to hold annual general meetings in accordance with the New Articles.

Assuming Resolution 2 to approve the re-registration is passed at the meeting, the Company intends to make an application to be re-registered as a private limited company under the Act by the name of Puma Heritage Limited.

Under the Act, as part of the re-registration, the Company is required to make such changes to its articles of association as are required in connection with the Company becoming a private company limited by shares. Resolution 2 includes the adoption of the New Articles. The proposed New Articles are in substantially similar form to the Existing Articles. A blackline showing the changes to the Existing Articles is available for inspection as set out in paragraph 3.2 of Section C of Part 2 of this document.

#### 5 **CITY CODE**

The Trading Adviser anticipates that EPS Additional Subscriptions and/or redemptions in the period of 12 months commencing on the date of the General Meeting will give rise to certain considerations under the City Code. As discretionary investment manager of clients who hold Shares in the Company via the EPS, the voting rights attaching to the Shares of such EPS investors are controlled by the Trading Adviser, which is therefore interested in those Shares for the purposes of Rule 9 of the City Code. Accordingly, following the cessation of the direct offer and the principal source of new funds to the Company being in future from subscriptions from discretionary clients of the Trading Adviser under the EPS, the portion of the Shares which the Trading Adviser is deemed (for the purposes of the City Code) to control will increase, as additional Shares are subscribed for via the EPS and due to redemptions.

Brief details of the Panel, the City Code and the protections they afford are set out below.

The City Code is administered by the Panel. The City Code applies, *inter alia*, to all offers for public companies, and in certain circumstances private companies, which have their registered office in the UK, Channel Islands and the Isle of Man. Accordingly, Shareholders are entitled to the protections afforded by the City Code.

Under Rule 9 of the City Code, when:

(a) any person acquires, whether by a series of transactions over a period of time or not, an interest in shares which (taken together with shares in which persons acting in concert with him are interested) carry 30% or more of the voting rights of a company; or

(b) any person, together with persons acting in concert with him, is interested in shares which in the aggregate carry not less than 30% of the voting rights of a company but does not hold shares carrying more than 50% of such voting rights and such person, or any person acting in concert with him, acquires an interest in any other shares which increases the percentage of shares carrying voting rights in which he is interested,

such person is normally required to make a general offer to the holders of any class of equity share capital whether voting or non-voting and also to the holders of any other class of transferable securities carrying voting rights.

An offer under Rule 9 of the City Code must be made in cash and at the highest price paid by the person required to make the offer, or any person acting in concert with him, for any interest in shares of the Company during the 12 months prior to the announcement of the offer.

Under Rule 37.1 of the Code, when a company redeems or purchases its own voting shares, any resulting increase in the percentage of shares carrying voting rights in which a person or group of persons acting in concert is interested will be treated as an acquisition for the purpose of Rule 9. Subject to prior consultation, the Panel will normally waive any resulting obligation to make a general offer if there is a vote of independent shareholders.

Accordingly, the Company will need such a waiver in order to be able to remain open to further subscriptions through the EPS and/or redemptions.

## 6 **WAIVER OF RULE 9 UNDER THE CITY CODE**

For the purposes of the City Code, the persons listed below, together with Shore Capital Group Limited, as parent undertaking of the Trading Adviser and Shore Capital Limited) are presumed to be acting in concert with each other (the **Concert Party**), and their interests in Shares are to be aggregated.

Persons acting in concert comprise persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate to obtain or consolidate control of, or frustrate the successful outcome of an offer for, a company to which the City Code applies.

The Concert Party's existing shareholdings in the capital of the Company and the shareholdings that the Concert Party is expected to hold on the date falling 12 months after the General Meeting are set out in the table below:

Name	Current Position as at 4 September 2019				Projected Position as at 1 October 2020 <sup>i</sup>			
	Ordinary Shares	Growth Shares	Income Shares	% of voting rights	Ordinary Shares	Growth Shares	Income Shares	% of voting rights
EPS Subscriptions (controlled by the Trading Adviser)	-	11,454,122	-	13.02	-	72,571,678	-	50.01
Shore Capital Limited	2	-	-	0.00	2	-	-	0.00
Thomas Melvin Silva <sup>ii</sup>	-	123,454	64,866	0.21	-	123,454	64,866	0.13
<b>Total</b>	<b>2</b>	<b>11,577,576</b>	<b>64,866</b>	<b>13.24</b>	<b>2</b>	<b>72,695,132</b>	<b>64,866</b>	<b>50.14</b>

In each case above it is assumed that no other person has converted any convertible securities or exercised any option or any other right to subscribe for shares in the Company following the date of this document, and that any redemptions are not pro rata with the interests of the Concert Party.

Based on the projected level of monthly subscriptions and redemptions, the Trading Adviser anticipates that in the 12 months from the date of the Meeting the Concert Party's aggregate interests may increase to 2 Ordinary Shares, 72,695,132 Growth Shares, 64,866 Income Shares, representing in aggregate 50.14% of voting rights as at 31 August 2020.

Therefore as a result of the EPS Additional Subscriptions and redemptions, the Concert Party will between them be interested in shares carrying more than 30% of the Company's voting share capital and may collectively hold more than 50% of the issued Shares.

**Shareholders should be aware that under the City Code, if a person (or group of persons acting in concert) holds interests in shares carrying 30% or more of the voting rights in that company and they do not hold shares carrying more than**

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<sup>i</sup> Assuming (i) the EPS Additional Subscriptions are for 64,622,144 Growth Shares and no other person acquires any existing Shares or subscribes for New Shares; and (ii) 3,504,588 Growth Shares and 95,412 Income Shares are redeemed. Redemptions may include members of the Concert Party, but it is assumed that these will not be pro rata with the existing shareholdings of the members of the Concert Party (i.e. redemptions may increase the percentage of the voting rights held by members of the Concert Party).

<sup>ii</sup> Thomas Melvin Silva is the uncle of Paul Keith Silva, one of the accountants employed by the Trading Adviser who holds a Lasting Power of Attorney for his uncle.

**50% of the voting rights in that company, no member of that group may acquire an interest in any other shares carrying voting rights in that company without incurring a similar obligation under Rule 9 to make a mandatory offer.**

**Shareholders should be aware that under the City Code, if a person (or group of persons acting in concert) holds shares carrying more than 50% of the Company's voting rights, that person (or any person(s) acting in concert with him) may acquire further shares without incurring any obligation under Rule 9 to make a mandatory offer, although individual members of the Concert Party will not be able to increase their percentage interest in shares through or between a Rule 9 threshold, without Panel consent. Such persons should, however, consult with the Panel in advance of making such further acquisitions.**

**An offer under Rule 9 of the City Code must be made in cash (or with a cash alternative) and at the highest price paid by the person required to make the offer, or any person acting in concert with him, for any interest in shares of the company during the 12 months prior to the announcement of the offer.**

Under Note 1 on the Dispensations from Rule 9 of the City Code, when the issue of new securities in consideration for an acquisition or a cash subscription would otherwise result in an obligation to make a general offer under Rule 9 of the City Code ("**Rule 9 Offer**"), the Panel will normally waive the obligation if, inter alia, there is an independent vote at a shareholders' meeting.

**The Panel has been consulted and has agreed to waive the requirement for each member of the Concert Party to make a general offer under Rule 9 of the City Code in cash for Shares in the Company which might otherwise arise as a result of the EPS Additional Subscriptions and/or redemptions, subject to the Whitewash Resolution (as set out in the notice convening the General Meeting) being passed on a poll by the Independent Shareholders (being the Shareholders other than the members of the Concert Party). To be passed, the Whitewash Resolution will require a simple majority of the votes cast by the Independent Shareholders on a poll. Members of the Concert Party will not vote on the Whitewash Resolution.**

The waiver to which the Panel has agreed under the City Code will be invalidated if any purchases are made (other than pursuant to the regular monthly subscriptions under the EPS and/or redemptions) by any member of the Concert Party, or any person acting in concert with it, in the period between the date of this document and the General Meeting. Furthermore, other than pursuant to the regular monthly subscriptions under the EPS and as disclosed in paragraph 1.2 of section A of Part 2 of this document, no member of the Concert Party, nor any person acting in concert with it, has purchased Ordinary Shares in the 12 months preceding the date of this document.

**In the event that the Whitewash Resolution is approved, the members of the Concert Party will not be restricted from making an offer for the Shares in the Company. However, the members of the Concert Party have each confirmed to**

**the Company that they have no intention of doing so. This is a statement to which Rule 2.8 of the City Code applies.**

## **7 THE INTENTIONS OF THE CONCERT PARTY**

Save as stated in this document, the members of the Concert Party have each confirmed to the Company that they intend that the Company's business in the future should operate as it currently operates and continue to grow its business and that they have no intention to make any changes to the manner in which the Company's business is carried on at the date of this document.

In particular the Concert Party intends to make no change to:

- the future business of the Company, including research and development;
- the continued employment of the Company's employees and management and of its subsidiaries, including any material change in the conditions of employment or in the balance of skills and functions of the employees and management;
- the strategic plans for the Company, and their likely repercussions on employment and on the locations of the Company's places of business, including on the location of the Company's headquarters and headquarters functions;
- employer contributions into the Company's pension scheme(s) (including with regard to current arrangements for the funding of any scheme deficit (of which there is none)), the accrual of benefits for existing members, and the admission of new members;
- the deployment of the fixed assets of the Company; and
- the maintenance of any existing trading facilities (of which there are none) for the relevant securities of the Company.

## **8 INDEPENDENT ADVICE**

The City Code requires the Independent Directors to obtain competent independent advice regarding the merits of the Proposals.

SPARK has provided formal advice to the Independent Directors regarding the Proposals and in providing such advice SPARK has taken into account the Independent Directors' commercial assessments.

## **9 GENERAL MEETING**

You will find at the end of this document a notice convening a General Meeting of the Company, to be held at 2 p.m. at the offices of Charles Russell Speechlys LLP at 5 Fleet Place London EC4M 7RD on 3 October 2019, at which the following Resolutions will be proposed:

## 9.1 **Resolution 1 (the Whitewash Resolution)**

The Whitewash Resolution is an ordinary resolution which relates to the disapplication of Rule 9 of the City Code to an increase in the aggregate holding of the Concert Party as a result of the EPS Additional Subscriptions and/or redemptions of Income Shares and Growth Shares. The Panel has confirmed that, subject to the Whitewash Resolution being passed by the requisite majority of the Independent Shareholders on a poll, no mandatory bid obligation on any member of the Concert Party under Rule 9 of the City Code would be triggered by virtue of the EPS Additional Subscriptions and/or redemptions of Income Shares and Growth Shares.

In accordance with the requirements of the City Code, the members of the Concert Party will not vote on the Whitewash Resolution in respect of their aggregate holding of 2 Ordinary Shares, 64,866 Income Shares and 11,577,576 Growth Shares.

Voting on the Whitewash Resolution will be by way of a poll and, following the General Meeting, the Company will announce the result on its website, the address of which is: <http://www.pumaheritage.co.uk/>

## 9.2 **Resolution 2 (the Re-registration Resolution)**

The Re-registration Resolution, which is conditional on the passing of Resolution 1, is a special resolution to approve the re-registration of the Company as a private company and to adopt the New Articles.

The approval of 75 per cent of those Shareholders who vote in person or by proxy is required in order to pass Resolution 2.

## 10 **ADDITIONAL INFORMATION**

Your attention is drawn to the additional information on the Company, the Trading Adviser, Shore Capital Limited and Shore Capital Group Limited in Part 2 of this document.

## 11 **ACTION TO BE TAKEN**

You will find enclosed a Form of Proxy for use at the General Meeting. Please complete, sign and return the Form of Proxy as soon as possible in accordance with the instructions printed thereon. Whether or not you intend to be present at the General Meeting, you are requested to complete the enclosed Form of Proxy and return it to the Company's Registrar, SLC Registrars, Elder House, St Georges Business Park, Brooklands Road, Weybridge, Surrey, KT13 0TS so as to arrive as soon as possible, and in any event no later than 48 hours (not including non-working days) before the time appointed for the General Meeting. Completion and return of the Form of Proxy will not preclude you from attending the General Meeting and voting in person should you wish to do so.

## 12 **RECOMMENDATION**

The Independent Directors, who have been so advised by SPARK, consider the Proposals to be fair and reasonable and in the best interests of Independent Shareholders and of the Company as a whole. In providing its advice to the Independent Directors, SPARK has taken into account the Independent Directors' commercial assessments.

Accordingly, the Independent Directors recommend that the Independent Shareholders vote in favour of the Whitewash Resolution.

No shares in the Company are held by any Independent Director or any of their close relatives.

Yours sincerely

**Michael Posen**

*Independent Chairman*

## Part 2 – Additional Information

### A The Company

#### 1 INTERESTS AND DEALINGS

1.1 Save as disclosed in paragraph 1.2 below, neither the Concert Party nor any person acting in concert with any member of the Concert Party (nor any director of any member of the Concert Party) has any interests, rights to subscribe or short positions in the relevant securities of the Company nor has any such person dealt for value in any relevant securities in the disclosure period (being 5 September 2018 to 4 September 2019).

1.2 In the period from 5 September 2018 to 4 September 2019, 9,342,304 Growth Shares were subscribed by the nominee for discretionary clients of the Trading Adviser as follows:

Date	Number of Growth Shares allotted to the nominee of discretionary clients of the Trading Adviser	Price per Growth Share (p)
6 September 2018	88,428	108.07
4 October 2018	103,576	108.27
26 October 2018	314,632	108.48
5 November 2018	-	
6 December 2018	510,520	108.74
7 January 2019	83,610	109.00
6 February 2019	286,695	109.28
6 March 2019	416,993	109.56
4 April 2019	932,261	109.90
2 May 2019	1,284,857	110.23
5 June 2019	962,498	110.73
4 July 2019	2,687,766	110.94
6 August 2019	1,670,468	111.16
<b>Total</b>	<b>9,342,304</b>	<b>-</b>

On 6 September 2018 Thomas Melvin Silva subscribed for 1,872 Growth Shares at a price of 108.07p per Growth Share and 983 Income Shares at a price of 99.75p per Income Share.

- 1.3 The Company does not have any interest in or a right to subscribe for, or any short position in relation to, any Relevant Securities of the Company.
- 1.4 None of the Directors has any interest in or a right to subscribe for, or any short position in relation to, any Relevant Securities of the Company.
- 1.5 No person acting in concert with the Company has any interest in, or right to subscribe for, or has any short position in relation to any Relevant Securities of the Company.
- 1.6 No agreement, arrangement or understanding exists to transfer to any person other than discretionary clients of the Trading Adviser, the relevant securities to be acquired pursuant to the EPS Additional Subscriptions by members of the Concert Party and/or redemptions.
- 1.7 No member of the Concert Party, nor the Company, nor any person acting in concert with the Company or the Concert Party has borrowed or lent any relevant securities. No relevant securities have been borrowed or lent by the Directors or any parties acting in concert with them.
- 1.8 Save as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between the Concert Party, any Director, recent director, Shareholder or recent shareholder and any other person having any connection with or dependence upon the EPS Additional Subscriptions and/or redemptions.
- 1.9 There are no arrangements in place in relation to the EPS Additional Subscriptions and/or redemptions whereby repayment or security for any liability (contingent or otherwise) is dependent on the Company.
- 1.10 Save as disclosed in this document, the members of the Concert Party have confirmed that no changes are envisaged to be introduced to the Company's business as a result of the EPS Additional Subscriptions and/or redemptions.

1.11 In this paragraph 1;

**arrangement** includes indemnity or option arrangements, or any agreement or understanding, formal or informal, of whatever, relating to the relevant securities which may be an inducement to deal or refrain from dealing;

**control** has the meaning given to it by the City Code;

**dealing or dealt** has the meaning given to it by the City Code and includes the following:

- A. the acquisition or disposal of securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to securities, or of general control of securities;

- B. the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities;
- C. subscribing or agreeing to subscribe for relevant securities;
- D. the exercise or conversion, whether in respect of new or existing relevant securities, of any relevant securities carrying conversion or subscription rights;
- E. the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;
- F. entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities; and
- G. any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;

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

**disclosure period** means the period commencing on 5 September 2018 and ending on 4 September 2019 the last practicable date prior to the publication of this document;

**interest** means “interests in securities” as defined in the City Code which provides that a person is treated as “interested” in securities if he has long economic exposure, whether (absolute or conditional, to changes in the price of those securities (and a person who only has a short position in securities is not treated as interested in those securities). In particular, a person is treated as “interested” in securities if:

- A. he owns them;
- B. he has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;
- C. by virtue of any agreement to purchase, option or derivative, he:
  - (a) has the right or option to acquire them or call for their delivery; or
  - (b) is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or
- D. he is a party to any derivative:
  - (a) whose value is determined by reference to their price; and
  - (b) which results, or may result, in his having a long position in them.

**relevant securities** means Income Shares, Growth Shares and Ordinary Shares and any other securities in the capital of the Company converted into rights to subscribe shares or options (including traded options) in respect thereof and derivatives referenced thereto, including any short positions; and

**short position** means a short position whether conditional or absolute and whether in the money or otherwise including any short position under a derivative, any agreement to sell or any delivery obligations or right to require another person to take delivery.

## 2 RECENT TRANSACTIONS IN SHARES

2.1 During the six months prior to the date of this document, the following transactions involving the issue of Growth Shares and/or Income Shares by the Company or redemptions of Growth Shares and/or Income Shares by the Company took place:-

### Subscriptions

Date 2019	Number of Growth Shares	Price per Growth Share (p) <sup>iii</sup>	Number of Income Shares	Price per Income Share (p)
6 March	1,820,876	111.21	-	-
4 April	3,736,537	111.34	186,487	101.39
2 May	3,329,642	112.16	172,391	101.69
5 June	2,051,021	112.83	35,486	99.15
4 July	3,803,678	113.02	342,662	99.35
6 August	2,647,444	113.18	-	-

### Redemptions

Date 2019	Number of Growth Shares	Redemption Price per Growth Share (p)	Number of Income Shares	Redemption Price per Income Share (p)
6 March	101,363	109.56	-	-
4 April	224,408	109.90	-	-
2 May	173,098	110.23	-	-
5 June	486,246	110.73	-	-
4 July	265,778	110.94	-	-

<sup>iii</sup> Please note that this is the average subscription price per Growth Share issued. The price per Growth Share issued to Mainspring as nominee for EPS is as set out in paragraph 1.2 on page 10 of this document.

6 August	444,489	111.16	-	-
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### 3 DIRECTORS' SERVICE AGREEMENTS WITH THE COMPANY

3.1 Set out below are details of the letters of appointment of each of the Directors:

3.1.1 Michael Posen entered into a letter of appointment directly with the Company. The letter of appointment is dated 30 May 2014 and is terminable by either party on not less than three months' prior written notice. The current annual fee is £30,000.

3.1.2 Michael van Messel entered into a letter of appointment directly with the Company. The letter of appointment is dated 30 May 2014 and is terminable by either party on not less than three months' prior written notice. No fee is payable.

3.1.3 James Brydie entered into a letter of appointment directly with the Company. The letter of appointment is dated 5 November 2018 and is terminable by either party on not less than three months' prior written notice. The current annual fee is £30,000.

3.2 No service contracts between the Directors and the Company have been entered into or amended in the six months prior to the date of this document.

3.3 Save as disclosed above, there are no other contracts of service between directors of the Company and the Company or the Subsidiary.

### 4 MATERIAL CONTRACTS

Save as set out below, no contracts have been entered into by the Company or either member of the Concert Party, not being contracts entered into in the ordinary course of business, which are, or may be material, during the period beginning two years before the announcement of the Proposals:

4.1 The Subsidiary is party to a services agreement with Puma Property Finance Limited ("**PPFL**") dated 3 December 2018 pursuant to which PPFL provides to the Subsidiary services in relation to the origination of new business opportunities for the Subsidiary (and any other services as agreed between the Subsidiary and PPFL).

Under the agreement, PPFL is to be paid all arrangement, exit, amendment and/or monitoring fees payable by the underlying customers of the Subsidiary in relation to loans extended by the Subsidiary in respect of which PPFL is the arranger.

The agreement continues until terminated by either party with a minimum of 12 months' written notice. The agreement is also terminable by either party for the customary events of default.

## **B INFORMATION ON THE CONCERT PARTY**

### **1 Puma Investment Management Limited, Shore Capital Limited and Shore Capital Group Limited**

Puma Investment Management Limited and Shore Capital Limited are subsidiaries of Shore Capital Group Limited.

- 1.1 Puma Investment Management Limited was incorporated under the Companies Act 2006 on 11 September 2012 with company number 8210180 and has its registered office at Cassini House, 57 St James's Street, London, England, SW1A 1LD. Its directors are David Kaye, Eliot Kaye and Michael van Messel (who is also head of the finance team of Shore Capital Group and is responsible for all operations of Shore Capital Group Limited). PIML is authorised and regulated by the FCA and its business is asset management.
- 1.2 Shore Capital Limited was incorporated under the Companies Act 1985 on 9 September 1999 with company number 03841076 and has its registered office at Cassini House, 57 St James's Street, London, England, SW1A 1LD. Its directors are David Kaye, Eliot Kaye, Graham Shore and Michael van Messel. It is authorised and regulated by the FCA and its business is asset management.
- 1.3 Shore Capital Group Limited was incorporated in Guernsey under the Companies (Guernsey) Law on 18 January 2010 with registered number 51355 and has its registered office at Martello Court, Admiral Park, St Peter Port, Guernsey GY1 3HB. Its directors are Howard Shore, Simon Fine, David Kaye, Lynn Bruce, James Rosenwald and Zvi Marom. It is the holding company of a financial services group which specialises in equity capital market activities, alternative asset management and principal finance. Its ordinary shares were admitted to trading on AIM on 29 March 2010.
- 1.4 Save as set out below or in paragraph 4 of Section A of this Part 2, no contracts have been entered into by Shore Capital Group Limited or its subsidiaries, not being contracts entered into in the ordinary course of business, which are, or may be material, during the period beginning two years before date of this document:
- 1.5 On 13 February 2019, Shore Capital Markets Limited entered into an agreement to acquire the entire issued share capital of Stockdale Securities Limited. The consideration for the acquisition comprises (i) an initial consideration of £4,900,000 subject to a completion adjustment by reference to the net asset position of Stockdale Securities Limited as at completion) and (ii) deferred consideration of up to an additional £4,000,000, payable at the end of the 18-month period following completion of the acquisition and the amount of which is dependent on achievement of certain revenue targets.
- 1.6 On 3 December 2018, PIML entered into an agreement with RoundShield Partners LLP in respect of its property finance business, PPFL, which is a wholly owned subsidiary of PIML. Pursuant to the agreement:

- 1.6.1 Funds advised by RoundShield will provide funding of up to £200 million to PPFL to be used for co-funding of loans with Heritage Square Limited;
  - 1.6.2 PIML will receive management and transactional related fees on loans executed over a four year period;
  - 1.6.3 subject to the progressive deployment of the funding line, RoundShield has the right to acquire a stake of up to 25% in PPFL; and
  - 1.6.4 RoundShield may be entitled to additional payments on exit, dependent on the returns achieved during the life of the transaction.
- 1.7 The consolidated audited accounts of Shore Capital Group Limited for the year ended 31 December 2018 show a growth in revenues alongside targeted investment across the main operating divisions.

The chairman of Shore Capital Group Limited stated that: "Whilst not immune to uncertainty in capital markets, we are excited by recent developments in all divisions — Capital Markets, Asset Management and Principal Finance — and are therefore optimistic about the prospects of our diversified business model". The relevant page on the website of Shore Capital Group Limited on which the accounts for the period ended 31 December 2018 are posted is: <https://www.shorecap.co.uk/media/cc904d1cda.pdf>

2. The voting rights of Thomas Melvin Silva are controlled by Paul Keith Silva under a Lasting Power of Attorney. Paul Keith Silva is an accountant employed by Puma Investment Management Limited of Cassini House, 57 St James's Street, London, England, SW1A 1LD.

## **C GENERAL**

### **1 RESPONSIBILITY**

- 1.1 The Directors, whose names are set out on page 1 of this document, accept responsibility for the information contained in this document, save, in the case of Michael Posen and James Brydie, for that information which relates to the Concert Party and that set out in Section B of this Part 2, and save that Michael van Messel does not accept responsibility for the views of the Independent Directors as to the merits of the Whitewash Resolution. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The directors of PIML and the directors of Shore Capital Group Limited accept responsibility for the information which relates to the Concert Party and the information set out in Section B of this Part 2. To the best of the knowledge and belief of such directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

- 1.3 The directors of Shore Capital Group Limited accept responsibility for the information which relates to Shore Capital Group Limited set out in Section B of this Part 2. To the best of the knowledge and belief of such directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information

## 2 MISCELLANEOUS

- 2.1 Save as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between any member of the Concert Party or any person acting in concert with them for the purposes of the Proposals and any of the Directors, or recent Directors, Shareholders or recent Shareholders of the Company having any connection with or dependence upon or which is conditional on the outcome of the Proposals.
- 2.2 No proposal exists in connection with the Proposals for any payment or other benefit to be made or given by any member of the Concert Party or any person acting in concert with them for the purposes of the Proposals to any Director as compensation for loss of office or as consideration for, or in connection with, his retirement from office.
- 2.3 Save for the subscriptions described in paragraph 2.1 of Part 2A, there has been no significant change in the financial or trading position of the Company since 28 February 2019, being the end of the last financial period for which audited accounts have been published.
- 2.4 SPARK has given and has not withdrawn its written consent to the issue of this document with the inclusion herein of the references to its name in the form and context in which it appears.

## 3 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of Puma Heritage plc, Elder House, St Georges Business Park, Brooklands Road, Weybridge, Surrey KT13 0TS and at the following website address <http://www.pumaheritage.co.uk/> from the date of posting of this document up to the date of the General Meeting and at the place of meeting for 15 minutes prior to the meeting and during the meeting:

- 3.1 the memorandum and articles of association of the Company;
- 3.2 a draft of the New Articles, blacklined to show the changes from the existing articles of association;
- 3.3 the audited consolidated accounts of the Company for the years ended 28 February 2018 <http://pumaheritage.co.uk/literature.html> and 28 February 2019;

- 3.4 the consolidated audited accounts of Shore Capital Group Limited for the years ended 31 December 2017 (<https://www.shorecap.co.uk/media/984dbeec7e.pdf>) and 31 December 2018 (<https://www.shorecap.co.uk/media/cc904d1cda.pdf>);
- 3.5 the letters of appointment referred to in paragraph 3 of section A above;
- 3.6 the written consent of SPARK referred to in paragraph 1 above; and
- 3.7 this document.

#### 4 **DOCUMENTS INCORPORATED BY REFERENCE**

The following information is incorporated by reference into this document pursuant to Rule 24.15 of the Takeover Code and is available free of charge on the Company's website at <http://www.pumaheritage.co.uk/literature.html>.

- 4.1 the annual report and accounts of the Company for the year ended 28 February 2019;
- 4.2 the annual report and accounts of the Company for the year ended 28 February 2018:

All reports referenced above can be found at the indicated website address.

The Company's annual report and accounts listed above contain the Company's audited consolidated financial statements for the financial years ended 28 February 2019 and 28 February 2018, together with the audit report in respect of each year.

The following information is incorporated by reference into this document pursuant to Rule 24.15 of the Takeover Code and is available free of charge on the website of Shore Capital Group Limited at [www.shorecap.gg/report-and-accounts](http://www.shorecap.gg/report-and-accounts).

- 4.3 the annual report and accounts of Shore Capital Group Limited for the year ended 31 December 2018:

<https://www.shorecap.co.uk/media/cc904d1cda.pdf>

- 4.4 the annual report and accounts of Shore Capital Group Limited for the year ended 31 December 2017:

<https://www.shorecap.co.uk/media/984dbeec7e.pdf>

Shore Capital Group Limited's annual report and accounts listed above contain Shore Capital Group Limited's audited consolidated financial statements for the financial years ended 31 December 2018 and 31 December 2017, together with the audit report in respect of each year.

Hard copies of documents incorporated by reference to this document can be obtained from Puma Investment Management Limited of Cassini House, 57 St James's Street, London, SW1A 1LD (tel: +44 (0)20 7408 4050). Unless requested, hard copies will not be sent.

### Part 3 - Definitions

The following definitions apply throughout this document, unless the context otherwise requires.

<b>Act or Companies Act</b>	Companies Act 2006 (as amended);
<b>Board or Directors</b>	the directors of the Company;
<b>City Code</b>	the City Code on Takeovers and Mergers;
<b>Company or Puma Heritage</b>	Puma Heritage plc;
<b>Concert Party</b>	PIML, Shore Capital Limited, Shore Capital Group and Thomas Melvin Silva
<b>EPS</b>	the Puma Heritage Estate Planning Service;
<b>EPS Additional Subscriptions</b>	the aggregate New Growth Shares issued to, or Growth Shares transferred to, the nominee of discretionary clients of the Trading Adviser pursuant to the EPS in the 12 month period following the date of the Meeting.
<b>EPS Current Subscriptions</b>	the aggregate number of Growth Shares issued to, or Growth Shares transferred to, the nominee of discretionary clients of the Trading Adviser pursuant to the EPS in the period prior to the date of this document.
<b>Existing Articles</b>	the articles of incorporation of the Company adopted on 2 July 2013;
<b>FCA</b>	Financial Conduct Authority;
<b>FSMA</b>	the Financial Services and Markets Act 2000 (as amended from time to time), including any regulations made pursuant thereto;
<b>General Meeting</b>	the general meeting of the Company convened for 2 p.m. on 3 October 2019;
<b>Growth Shares</b>	redeemable growth shares of 0.1p each in the capital of the Company;
<b>Group</b>	the Company and its subsidiaries from time to time, including the Subsidiary;

<b>Income Shares</b>	redeemable income shares of 0.1p each in the capital of the Company;
<b>Independent Directors</b>	the Directors, other than Michael van Messel;
<b>Independent Shareholders</b>	Shareholders other than the members of the Concert Party
<b>New Articles</b>	the articles of association proposed to be adopted pursuant to Resolution 2 at the General Meeting;
<b>New Income Shares</b>	new Income Shares issued in the 12 months following the date of the General Meeting.
<b>New Growth Shares</b>	new Growth Shares issued in the 12 months following the date of the General Meeting.
<b>Ordinary Shares</b>	ordinary shares in the capital of the, Company of £1 each;
<b>Panel</b>	the Panel on Takeovers and Mergers;
<b>PIML or Trading Adviser</b>	Puma Investment Management Limited
<b>Proposals</b>	the proposals for the re-registration of the Company as a private company, adoption of New Articles and approval of the conditional waiver by the Panel of obligations on the Concert Party under Rule 9 of the City Code
<b>Registrar</b>	SLC Registrars, Elder House, St Georges Business Park, Brooklands Road, Weybridge, Surrey, KT13 0TS;
<b>Resolution</b>	a resolution set out in the Notice of General Meeting;
<b>Shareholders</b>	holders of Shares;
<b>Shares</b>	Growth Shares and/or Income Shares and, when the context requires, Ordinary Shares;
<b>Shore Capital Group</b>	Shore Capital Group Limited and/or its subsidiary companies including Puma Investment Management Limited, the Trading Adviser; and Shore Capital Limited

**SPARK**

SPARK Advisory Partners Limited, the Company's independent financial adviser;

**Subsidiary**

Heritage Square Limited; and

**Whitewash Resolution**

Resolution 1 set out in the Notice of General Meeting.

## **Part 4 - Notice of General Meeting**

### **PUMA HERITAGE plc**

*(Registered in England and Wales with registered number 08285184)*

**NOTICE IS HEREBY GIVEN** that a general meeting of the above named Company will be held at 2 p.m. on 3 October 2019 at the offices of Charles Russell Speechlys LLP, 5 Fleet Place, London EC4M 7RD for the purpose of passing the following resolutions (Resolution 1 of which will be taken on a poll of Independent Shareholders and Resolution 2 of which will be proposed as a special resolution).

All capitalised terms in this notice have the same meaning as defined in the circular published by the Company on 4 September 2019.

#### **1 ORDINARY RESOLUTION**

**THAT** the waiver by the Panel on Takeovers and Mergers of any obligation which might otherwise fall on Puma Investment Management Limited, Shore Capital Limited or Shore Capital Group Limited or any person presumed to be acting in concert with them individually or collectively, to make a general offer pursuant to Rule 9 of the City Code on Takeovers and Mergers as a result of the increase in the Concert Party's shareholding pursuant to the EPS Additional Subscriptions for up to 64,622,144 Growth Shares and/or the redemption of Income Shares or Growth Shares over a twelve month period commencing on the date of this General Meeting and expiring on 2 October 2020 be approved.

#### **2 SPECIAL RESOLUTION**

**THAT**, conditional on passing Resolution 1 above,

- 2.1 the re-registration of the Company as a private company be approved; and
- 2.2 with effect from the Company's re-registration as a private limited company, the draft articles of association produced to the meeting and, for the purposes of identification, initialled by the Chairman, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association..

Note: words and phrases defined in the circular to Shareholders of the Company dated 4 September 2019 shall have the same meaning in Resolution 1.

#### **BY ORDER OF THE BOARD**

Prism Cosec Limited  
Company Secretary  
Dated: 4 September 2019

Registered Office:  
Elder House, St Georges Business Park  
Brooklands Road  
Weybridge  
Surrey KT13 0TS

Notes:

1. Note that in order to comply with the City Code on Takeovers and Mergers, Resolution 1 will be taken on a poll and the members of the Concert Party have undertaken not to vote on Resolution 1. On a poll every shareholder who is present, in person or by proxy, shall have one vote for every ordinary share held by him. On a poll votes may be given either personally or by proxy. A shareholder entitled to more than one vote need not use all of his votes or cast all of the votes he uses in the same way.
2. A member who is entitled to attend and vote at this Meeting may appoint one or more proxies to attend, speak and vote on his/her behalf. A shareholder may appoint more than one proxy in relation to the Meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder. Such a proxy need not be a member of the Company. To appoint more than one proxy you may photocopy the proxy form. Please indicate the proxy holder's name and the number of shares in relation to which they are authorised to act as your proxy (which, in aggregate, should not exceed the number of shares held by you). Please also indicate if the proxy instruction is one of multiple instructions being given. All forms must be signed and should be returned together in the same envelope.
3. In the case of joint shareholders, a vote tendered by the senior holder shall be accepted to the exclusion of all other joint holders. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).
4. The quorum for the meeting is two shareholders present either in person or by proxy. The majority required for the passing of the resolutions is a simple majority of the total number of votes cast on that resolution. Shareholders are entitled to ask questions in relation to the business of the meeting.
5. To allow effective constitution of the meeting, if it is apparent to the Chairman that no shareholders will be present in person or by proxy, other than by proxy in the Chairman's favour, then the Chairman may appoint a substitute to act as proxy in his stead for any shareholder, provided that such substitute proxy shall vote on the same basis as the Chairman.
6. To be valid, a Form of Proxy and the original (or certified true copy) of any power of attorney or other authority under which the Form of Proxy is signed must be lodged with the Company's registrars, SLC Registrars, Elder House, St Georges Business Park, Brooklands Road, Weybridge, Surrey, KT13 0TS no later than 48 hours before the Meeting, weekends and public holidays excluded i.e. by 2 p.m. on 1 October 2019. A Form of Proxy for use by shareholders is enclosed. Completion of the Form of Proxy will not prevent a shareholder from attending the Meeting and voting in person.
7. Any corporate shareholder can appoint one or more corporate representative who may exercise on its behalf all of its powers as a member provided that they do not do so in relation to the same shares. In order to appoint a corporate representative a corporate shareholder must provide a letter of representation to their chosen representative, which must be surrendered to the Company upon registration at the Meeting.

**Puma Heritage plc**

**Form of Proxy**

For use at the General Meeting convened for 3 October 2019 at 2 p.m. at the offices of Charles Russell Speechlys LLP, 5 Fleet Place, London EC4M 7RD (the "Meeting").

I/We \_\_\_\_\_

(BLOCK CAPITALS PLEASE)

of \_\_\_\_\_

being (a) member(s) of the Company hereby appoint the chairman of the Meeting (see Note 1) or

\_\_\_\_\_ as my/our proxy and to attend and vote for me/us on my/our behalf at the Meeting and at any adjournment thereof. My/our proxy is to vote as indicated below in respect of the Resolutions set out in the Notice of General Meeting (see Note 2). On any other business which may properly come before the Meeting (including any motion to amend a resolution or to adjourn the Meeting) the proxy will act at his/her own discretion.

Please indicate by placing an X in this box if this proxy appointment is one of multiple appointments being made (see Note 2)

Ordinary Resolution		FOR	AGAINST	WITHHELD
1	Approval of the waiver of Rule 9 of the City Code on Takeovers and Mergers by the Panel on Takeovers and Mergers (see Note 3)			
Special Resolution		FOR	AGAINST	WITHHELD
2	Approval of the re-registration of the Company as a private company; and  Adoption of new articles of association			

My/our proxy is to vote as indicated in this form (see Note 5). Unless otherwise instructed the proxy may vote as he or she sees fit or abstain in relation to any business of the Meeting.

Dated \_\_\_\_\_

Signed or sealed (see Note 6)

\_\_\_\_\_

## Notes:

- 1 If a member wishes to appoint as a proxy a person other than the chairman of the Meeting, the name of the other person should be inserted in block capitals in the space provided and the words “the chairman of the Meeting (see Note 1) or” should be deleted. A proxy need not be a member of the Company but must attend the Meeting in person. Any alteration or deletion must be signed or initialled.
- 2 If the proxy is being appointed in relation to less than your full voting entitlement, please enter in the box next to the proxy holder’s name the number of shares in relation to which they are authorised to act as your proxy. If left blank your proxy will be deemed to be authorised in respect of your full voting entitlement (or if this proxy form has been issued in respect of a designated account for a shareholder, the full voting entitlement for that designated account). Any alteration or deletion must be signed or initialled.
- 3 As required by the Panel on Takeovers and Mergers, this resolution will be decided on a poll. This form of proxy is valid to empower the proxy to vote on any poll taken at the meeting or any adjournment thereof.
- 4 A member may appoint more than one proxy in relation to a meeting, provided that the proxy is appointed to exercise the rights attached to a different share or shares held by him. To appoint more than one proxy, please contact the Company’s registrars, SLC Registrars, Elder House, St Georges Business Park, Brooklands Road, Weybridge, Surrey, KT13 0TS for (an) additional form(s) or you may photocopy this form. Please indicate in the box next to the proxy holder’s name the number of shares in relation to which they are authorised to act as your proxy. Please also indicate by placing an X in the box provided if the proxy instruction is one of multiple instructions being given. All forms must be signed and returned in the same envelope together.
- 5 A member should indicate by marking the box headed either FOR, AGAINST or WITHHELD with an ‘X’ to show how he wishes his vote to be cast in respect of each of the resolutions set out in the Notice of Annual General Meeting. Unless so instructed, the proxy will vote or abstain as he thinks fit. The Vote Withheld option is provided to enable a member to instruct the proxy not to vote on any particular resolution, however it should be noted that a vote withheld in this way is not a “vote” in law and will not be counted in the calculation of the proportion of votes FOR and AGAINST a resolution.
- 6 In the case of a corporate shareholder, this Form of Proxy should be given under its seal or signed on its behalf by an attorney or duly authorised officer. In the case of joint holders the Form of Proxy should be signed by the senior holder and the names of all joint holders should be shown. A vote tendered by the senior holder shall be accepted to the exclusion of all other joint holders. Seniority is determined by the order in which the names of the joint holders appear in the Company’s register of members in respect of the joint holding (the first-named being the most senior).
- 7 Use of this Form of Proxy does not preclude a member from attending the Meeting and voting in person.
- 8 To be valid, this Form of Proxy must be lodged together with the power of attorney or other authority (if any) under which it is signed, or a certified true copy of such power or authority, to the Company’s registrars, SLC Registrars, Elder House, St Georges Business Park, Brooklands Road, Weybridge, Surrey, KT13 0TS, not later than 48 hours before the Meeting (excluding weekends and bank holidays) i.e. by 2 p.m. on 1 October 2019, or any adjournment thereof or, in the case of a poll, not later than 48 hours before the time appointed for taking the poll (excluding weekends and bank holidays).