

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

**IF YOU ARE IN ANY DOUBT ABOUT THIS OFFER YOU SHOULD CONSULT AN INDEPENDENT FINANCIAL ADVISER AUTHORISED UNDER THE FSMA.**

**PART II OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT 2006.** This document relates to a transaction which, if implemented, will result in the cancellation of the admission of Miton Shares to trading on AIM. If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other independent professional adviser authorised under the Financial Services and Markets Act 2000 if you are in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

If you sell, have sold or otherwise transferred all of your Miton Shares, please send this document (but not any accompanying personalised documents) at once to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. These documents must not, however, be forwarded, distributed or transmitted in or into any jurisdiction where to do so would violate the laws of that jurisdiction. If you have sold or otherwise transferred part of your holding of Miton Shares, please consult the bank, stockbroker or other agent through whom the sale or transfer was effected.

The release, publication or distribution of this document and any accompanying document (in whole or in part) in, into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document and any accompanying documents come should inform themselves about and observe any such restrictions and applicable requirements. Any failure to comply with those restrictions or requirements may constitute a violation of the securities laws of any such jurisdiction. The accompanying Forms of Proxy are personalised. If you have recently purchased or otherwise acquired Miton Shares, you should contact Miton's Registrars, Link Asset Services, on the telephone number set out on page 2 of this document, to obtain replacements for the accompanying Forms of Proxy.

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**Recommended All-Share Merger**  
of  
**Premier Asset Management Group PLC**  
*(incorporated in England and Wales with registered number 06306664)*  
and  
**Miton Group plc**  
*(incorporated in England and Wales with registered number 05160210)*  
**to be effected by means of a Scheme of Arrangement of  
Miton Group plc under  
Part 26 of the Companies Act 2006**

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You should carefully read the whole of this document (including any documents incorporated into it by reference) and the accompanying Forms of Proxy. Your attention is drawn, in particular, to the letter from the Chairman of Miton in Part I of this document which contains the recommendation of the Miton Directors that you vote in favour of the Scheme at the Miton Court Meeting and the Resolution at the Miton General Meeting. A letter from Spencer House explaining the Scheme in greater detail and the action to be taken by you appears in Part II of this document. **Notices of the Miton Court Meeting and the Miton General Meeting, both to be held at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH on 9 October 2019, are set out in Parts IX and X of this document respectively. The Miton Court Meeting will start at 10.00 a.m. and the Miton General Meeting at 10.10 a.m. (or as soon thereafter as the Miton Court Meeting has concluded or been adjourned).**

The action to be taken in respect of the Miton Meetings is set out on pages 9 to 11 of this document. Miton Shareholders will find accompanying this document a BLUE Form of Proxy for use in connection with the Miton Court Meeting and a WHITE Form of Proxy for use in connection with the Miton General Meeting. Whether or not you intend to attend the Miton

**Meetings in person, please complete and sign both the accompanying Forms of Proxy in accordance with the instructions printed on them and return them to Miton's Registrars, Link Asset Services, as soon as possible and, in any event, so as to be received not later than 48 hours (excluding non-working days) before the time appointed for the relevant Miton Meeting or, in the case of any adjournment to another day, not later than 48 hours (excluding non-working days) before the time fixed for the holding of the adjourned meeting.**

If the BLUE Form of Proxy for the Miton Court Meeting is not returned by the specified time, it may be handed to the Chairman of the Miton Court Meeting before the start of the Miton Court Meeting. However, in the case of the Miton General Meeting, unless the WHITE Form of Proxy is returned by the specified time, it will be invalid.

Miton Shareholders who have elected to receive electronic communications from Miton shall receive an email in relation to the publication of this document and the convening of the Miton Court Meeting and the Miton General Meeting.

If you hold your Miton Shares in uncertificated form (i.e. in CREST) you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the Notice of the Miton General Meeting set out at the end of this document). Proxies submitted via CREST (under CREST participation ID RA10) must be received by Miton's Registrars, Link Asset Services, not later than 48 hours (excluding non-working days) before the time appointed for the relevant Miton Meeting or, in the case of any adjournment to another day, not later than 48 hours (excluding non-working days) before the time fixed for the holding of the adjourned meeting.

The completion and return of a Form of Proxy or the appointment of a proxy or proxies through CREST will not prevent you from attending and voting in person at either the Miton Court Meeting or the Miton General Meeting, or any adjournment thereof, if you so wish and are so entitled.

An application will be made by Premier to the London Stock Exchange for the New Shares to be admitted to trading on AIM.

**You should read the whole of this document and if you are in any doubt as to the action you should take you should consult an appropriately authorised independent financial adviser. If you have any further questions, including in relation to the completion and return of the Forms of Proxy or submitting your votes or proxies via CREST, please call Miton's Registrars, Link Asset Services, by telephone on the Shareholder Helpline on 0871 664 0300 (if calling from within the UK) or on +44 (0) 371 664 0300 (if calling from outside the UK). Lines are open from 9.00 a.m. to 5.30 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls to the Shareholder Helpline cost 12 pence per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that the Shareholder Helpline operators cannot provide advice on the merits of the Scheme, nor give financial, tax, investment or legal advice.**

### **Important Notices**

Spencer House Partners LLP is authorised and regulated by the FCA in the UK. Spencer House is acting as lead financial adviser exclusively for Miton and no one else in connection with the matters set out in this document and will not regard any other person as its client in relation to the matters set out in this document and will not be responsible to anyone other than Miton for providing the protections afforded to clients of Spencer House or its affiliates, or for providing advice in relation to any matter referred to herein.

Liberum Capital Limited, which is authorised and regulated by the FCA in the UK, is acting as nominated adviser, financial adviser and corporate broker exclusively for Miton and no one else in connection with the Merger and will not be responsible to anyone other than Miton for providing the protections afforded to clients of Liberum, nor for providing advice in relation to the Merger or any other matters referred to in this document. In particular, while Liberum acts as joint corporate broker to Premier it has not provided advice to Premier in connection with the matters set out in this document.

Fenchurch Advisory Partners LLP, which is authorised and regulated by the FCA in the UK, is acting as lead financial adviser exclusively for Premier and no one else in connection with the Merger and will not be responsible to anyone other than Premier for providing the protections afforded to clients of Fenchurch or for providing advice in relation to the Merger or any other matters referred to in this document.

Numis Securities Limited, which is authorised and regulated by the FCA in the UK, is acting as financial adviser, nominated adviser and joint corporate broker exclusively for Premier and no one else in connection with the matters set out in this document and will not be responsible to any person other than Premier for providing the protections afforded to clients of Numis, nor for providing advice in relation to the Merger, the content of this document or any matter referred to herein.

Apart from the responsibilities and liabilities, if any, which may be imposed on Spencer House, Liberum, Fenchurch and Numis by the Financial Services and Markets Act 2000 or the regulatory regime established thereunder or under the regulatory regime of any jurisdiction where the exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, none of Spencer House, Liberum, Fenchurch, Numis or any person affiliated with any of them assumes any responsibility whatsoever and none of them makes any representation or warranty, express or implied, in relation to the contents of this document, including its accuracy, completeness or verification or for any other statement made or purported to be made by any of them or on their behalf and nothing contained in this document is, or shall be, relied upon as a promise or representation in this respect whether as to the past or the future, in connection with the Miton Group, the Premier Group, the Scheme, the New Shares or the Merger. Each of Spencer House, Liberum, Fenchurch and Numis accordingly disclaims to the fullest extent permitted by law all and any responsibility and liability whether arising in tort, contract or otherwise which it might otherwise (save as referred to above) be found to have in respect of this document or any such statement.

No person has been authorised to give any information or make any representation other than those contained in this document and, if given or made, such information or representations must not be relied upon as having been authorised by Miton, the Miton Directors, Premier, the Premier Directors or by Spencer House, Liberum, Fenchurch, Numis or any other person involved in the Merger. The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them. Neither the delivery of this document nor holding the Miton Court Meeting, the Miton General Meeting, the Miton Court Hearing, filing of the Court Order or Admission shall, under any circumstances, create any implication that there has been no change in the affairs of the Miton Group or the Premier Group since the date of this document or that the information in this document is correct as at any time subsequent to its date.

This document does not constitute a prospectus or a prospectus equivalent document. It has been prepared for the purpose of complying with English law, the AIM Rules, the rules of the London Stock Exchange and the Code and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside of the United Kingdom.

The contents of this document are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the contents of this document, you should consult your own appropriately authorised legal adviser, financial adviser or tax adviser for legal, business, financial or tax advice.

### **Notice to Overseas Shareholders**

The laws of other relevant jurisdictions may affect the availability of the Scheme and/or the New Shares to persons who are not resident in the United Kingdom. Persons who are not resident in the United Kingdom, or who are subject to laws of any jurisdiction other than the United Kingdom, should inform themselves about, and observe, any applicable requirements. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this document or any accompanying document to any jurisdiction outside the United Kingdom should refrain from doing so and seek appropriate professional advice before taking any action. In particular, the ability of persons who are not resident in the United Kingdom to vote their Miton Shares at the Miton Court Meeting or the Miton General Meeting, or to execute and deliver Forms of Proxy appointing another to vote their Miton Shares in respect of the Miton Court Meeting or the Miton General Meeting on their behalf, or to receive New Shares under the terms of the Scheme, may be affected by the laws of the relevant jurisdiction in which they are located.

Any failure to comply with applicable legal or regulatory requirements may constitute a violation of the laws and/or regulations of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Merger disclaim any responsibility and liability for the violation of such restrictions by any person.

The Scheme is not being made, directly or indirectly, in or into or by use of the mails or any other means or instrumentality (including, without limitation, telephonic or electronic) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction, and the Scheme is not capable of acceptance by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction. Accordingly, copies of the Announcement, this document and formal documentation relating to the Scheme are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction and persons receiving this document (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it into or from a Restricted Jurisdiction.

Further details in relation to overseas shareholders are contained in paragraph 23 of Part II of this document.

### **Additional Information for US investors**

The Scheme relates to the shares of an English company and it is proposed to be made by means of a scheme of arrangement provided for under the laws of England and Wales. Miton is an English company that is a “foreign private issuer” as defined under Rule 3b-4 of the US Exchange Act. A transaction effected by means of a scheme of arrangement is not subject to the shareholder vote, proxy solicitation and tender offer rules under the US Exchange Act or the prospectus rules under the US Securities Act. Accordingly, the Scheme is subject to the disclosure requirements and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements and practices of US shareholder vote, proxy solicitation, tender offer and prospectus rules. Financial information included in the relevant documentation will have been prepared in accordance with accounting standards applicable in the UK and may not be comparable to the financial statements of US companies.

The New Shares have not been, and will not be, registered under the US Securities Act or under the securities laws of any state or other jurisdiction of the United States. Accordingly, the New Shares may not be offered, sold, resold, delivered, distributed or otherwise transferred, directly or indirectly, in or into the United States absent registration under the US Securities Act or an exemption therefrom.

The New Shares are expected to be issued in reliance upon the exemption from the registration requirements of the US Securities Act provided by Section 3(a)(10) thereof. The New Shares held by any Miton Shareholders who are deemed to constitute an affiliate of Premier after the Effective Date will be subject to the limitations on transfer imposed upon securities held by affiliates by US securities laws.

For the purposes of qualifying for the exemption from the registration requirements of the US Securities Act afforded by Section 3(a)(10), Miton will advise the Court that its sanctioning of the Scheme will be relied upon by Premier and Miton as an approval of the Scheme following a hearing on its fairness at which all Miton Shareholders are entitled to appear in person or through counsel to support or oppose the sanctioning of the Scheme and with respect to which notification has been given to all such Miton Shareholders.

None of the securities referred to in this document have been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have such authorities passed upon or determined the adequacy or accuracy of the information contained in this document. Any representation to the contrary is a criminal offence in the United States.

The receipt of New Shares pursuant to the Merger by a US Holder may be a taxable transaction for US federal income tax purposes and under applicable state and local, as well as foreign and other, tax laws. Each Miton Shareholder is urged to consult his independent professional adviser immediately regarding the tax consequences of the Merger.

## **Forward-looking statements**

This document (including information incorporated by reference into this document), oral statements made regarding the Merger and other information published by Miton and Premier may contain certain “forward-looking statements” with respect to Premier, the Premier Group, the Wider Premier Group, Miton, the Miton Group, the Wider Miton Group or the Combined Group. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as “anticipate”, “target”, “expect”, “estimate”, “project”, “intend”, “plan”, “goal”, “believe”, “hope”, “aim”, “risks”, “probably”, “continue”, “will”, “may”, “should”, “would”, “could”, “seek”, “objectives”, “outlook” or other words or terms of similar meaning or the negative thereof. Forward-looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of the Wider Premier Group, the Wider Miton Group or the Combined Group and potential synergies resulting from the Merger; and (iii) the effects of government regulation on the business of the Wider Premier Group or the Wider Miton Group or the Combined Group.

These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding present and future strategies and environments. You are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date hereof. All subsequent oral or written forward-looking statements attributable to Premier or Miton or any person acting on their behalf are expressly qualified in their entirety by the cautionary statement above. Should one or more of these risks or uncertainties materialise, or should underlying assumptions prove incorrect, actual results may vary materially from those described in the Announcement or in this document. Premier and Miton assume no obligation to update publicly or revise forward-looking or other statements contained in this document, whether as a result of new information, future events or otherwise, except to the extent legally required.

All forward looking statements contained in this document are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Readers should not place undue reliance on forward looking statements.

For a discussion of important factors which could cause actual results to differ from forward looking statements relating to Miton and the Miton Group, refer to the Miton 2018 Annual Report and Accounts. Additional risk factors that may affect future results of the Combined Group are contained in the Premier 2018 Annual Report and Accounts. Among the factors that could cause actual results to differ materially from those described in the forward-looking statements are changes in the global, political, economic, business, competitive, market and regulatory forces, and more specifically: future exchange and interest rates and the performance of financial markets generally; the policies and actions of regulatory authorities; the impact of competition, inflation and deflation; the impact of changes in capital, solvency or accounting standards; changes in tax rates; the timing, impact and other uncertainties of future business combinations or dispositions within relevant industries; and other legislation and regulations in the jurisdictions in which the Wider Premier Group or the Wider Miton Group and their respective affiliates operate now or in which the Combined Group will operate in the future. These factors expressly qualify all forward looking statements contained in this document and should also be considered by the reader before the reader takes any action in respect of the Merger.

None of Miton, Premier and any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this document (including the information incorporated by reference into this document) will actually occur. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

Other than in accordance with the legal or regulatory obligations applicable to it (including under the Disclosure Guidance and Transparency Rules of the FCA), neither Miton nor Premier is under any obligation and Miton and Premier each expressly disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

### **No profit forecasts or estimates**

No statement in this document (including any statement of estimated synergies) is intended as a profit forecast or estimate for any period. No accretion statements or statements as to the effect of the Merger should be construed as profit forecasts and are, therefore, not subject to the requirements of Rule 28 of the Code. No statement in this document should be interpreted to mean that earnings or earnings per share or dividend per share for Premier, Miton or the Combined Group, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share or dividend per share for Premier, Miton or the Combined Group as appropriate.

### **Quantified Financial Benefits Statement**

The statements in the Quantified Financial Benefits Statement relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies and which may in some cases be subject to consultation with employees or their representatives. The synergies and cost savings referred to may not be achieved, or may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. For the purposes of Rule 28 of the Code, the Quantified Financial Benefits Statement contained in this document is the responsibility of Premier and the Premier Directors.

### **Right to switch to an Offer**

Premier reserves the right to elect, with the consent of the Takeover Panel, to implement the Scheme by way of an Offer for the entire issued and to be issued ordinary share capital of Miton as an alternative to the Scheme. In such an event, the Offer will be implemented on the same terms or, if Premier so decides, on such other terms being no less favourable (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme and subject to the amendment referred to in paragraph C of Part IV of this document.

### **Publication and availability of this document**

A copy of this document (and all information incorporated into this document by reference to another source), is and will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, for inspection on Miton's website at [www.mitongroup.com/announcements](http://www.mitongroup.com/announcements) and Premier's website at [www.premierfunds.co.uk/corporate](http://www.premierfunds.co.uk/corporate) from the time this document is published. For the avoidance of doubt, the contents of the websites referred to in this document, or of any websites accessible from hyperlinks on such websites, are not incorporated into and do not form part of this document.

You may request a hard copy of this document (and any information incorporated by reference in this document), free of charge, by contacting Miton's Registrars, Link Asset Services, by telephone on 0871 664 0300 (if calling from within the UK) or +44 (0) 371 664 0300 (if calling from outside the UK). Calls cost 12 pence per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open from 9.00 a.m. to 5.30 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls to the Shareholder Helpline from outside the UK will be charged at the applicable international rate. Different charges may apply to calls made from mobile telephones and calls may be monitored or recorded for security and training purposes. Alternatively you can submit a request in writing to Link Asset Services, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom. If you have received this document via Miton's website or if you have agreed to receive communications from Miton electronically, hard copies of this document and any document or information incorporated by reference into this document will not be provided unless such a request is made.

### **Information relating to Miton Shareholders**

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

### **Rounding**

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

## **Disclosure requirements of the Code**

Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure. Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing. If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4). Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Date: 17 September 2019

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## ACTION TO BE TAKEN

**For the reasons set out in this document, the Miton Board unanimously recommends that Miton Shareholders vote in favour of the Scheme at the Miton Court Meeting and the Resolution to be proposed at the Miton General Meeting, as the Miton Directors have irrevocably undertaken to do in respect of their own beneficial holdings of Miton Shares, and that you take the action described below.**

### **Voting at the Miton Meetings**

The Scheme will require approval at the meeting of Scheme Shareholders convened with the permission of the Court to be held at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH. The Miton Court Meeting will start at 10.00 a.m. on 9 October 2019. Implementation of the Scheme also requires approval by Miton Shareholders of the Resolution to be proposed at the Miton General Meeting to be held at the same venue at 10.10 a.m. on 9 October 2019 (or as soon thereafter as the Miton Court Meeting has concluded or been adjourned). Notices of the Miton Meetings are set out in Parts IX and X of this document.

Please check that you have received the following with this document:

- a BLUE Form of Proxy for use in respect of the Miton Court Meeting on 9 October 2019; and
- a WHITE Form of Proxy for use in respect of the Miton General Meeting on 9 October 2019.

If you have not received both of these documents, please contact Miton's Registrars, Link Asset Services, on the Shareholder Helpline referred to below.

It is important that, for the Miton Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of Miton Shareholders. You are therefore strongly encouraged to complete, sign and return both your Forms of Proxy as soon as possible in accordance with the instructions thereon, or to appoint a proxy electronically through CREST.

The Forms of Proxy must be received by Miton's Registrars, Link Asset Services, by no later than the following times and dates:

- BLUE forms of Proxy for the Miton Court Meeting by 10.00 a.m. on 7 October 2019;
- WHITE forms of Proxy for the Miton General Meeting by 10.10 a.m. on 7 October 2019; and
- in the case of an adjournment of either Miton Meeting to another day, not later than 48 hours (excluding non-working days) before the time and date set for the adjourned Miton Meeting.

This will enable your votes to be counted at the Miton Meetings in the event of your absence.

Alternatively, BLUE forms of Proxy (but not WHITE forms of Proxy) may be handed to the Chairman of the Miton Court Meeting before the start of the Miton Court Meeting on 9 October 2019 and will still be valid. In the case of the Miton General Meeting, unless the WHITE Form of Proxy is returned by the time and date mentioned above, it will be invalid.

**The completion and return of a Form of Proxy will not prevent you from attending and voting in person at the Miton Court Meeting, the Miton General Meeting or any adjournment thereof, if you so wish and are so entitled.**

If the Merger is implemented, you will become a shareholder in Premier. The value of an investment in Premier may go down as well as up. The market value of the Premier Shares (including the New Shares) can fluctuate and may not always reflect the value of the underlying Combined Group. A number of factors outside the control of Premier may impact on its performance and the price of Premier Shares.

Premier may also decide to issue additional equity. The issuance of additional Premier equity could be dilutive to existing shareholders and may have an adverse effect on the trading price of the Premier Shares. In addition, the value of Premier Shares (including the New Shares) is impacted by other factors outside Premier's (and, after completion of the Merger, the Combined Group's) control, including, but not limited to, changes in global, political, economic, business, competitive, market and regulatory forces, and more specifically: future exchange and interest rates and the performance of

financial markets generally; the policies and actions of regulatory authorities; the impact of competition, inflation and deflation; experience in particular with regards to mortality and morbidity trends; lapse rates and policy renewal rates; the impact and other uncertainties of future business combinations or dispositions; and other legislation and regulations in the jurisdictions in which the Wider Premier Group and its affiliates (and, after completion of the Merger, the Combined Group) operate. These factors should be considered by you carefully before you take any action or decision in respect of the Merger.

Please refer to paragraph 23 of Part II of this document if you are an Overseas Shareholder.

### **Multiple proxy voting instructions**

As a Miton Shareholder, you are entitled to appoint a proxy in respect of some or all of your Miton Shares. You are also entitled to appoint more than one proxy. A space has been included on the Forms of Proxy to allow you to specify the number of Miton Shares in respect of which that proxy is appointed.

If you wish to appoint more than one proxy in respect of your shareholding, photocopy the Forms of Proxy or contact Miton's Registrars, Link Asset Services, by telephone on 0871 664 0300 (if calling from within the UK) or +44 (0) 371 664 0300 (if calling from outside the UK) for further Forms of Proxy. Lines are open from 9.00 a.m. to 5.30 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls to the Shareholder Helpline cost 12 pence per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be monitored or recorded for security and training purposes. Please note that the Shareholder Helpline operators cannot provide advice on the merits of the Scheme, nor give any financial, tax, investment or legal advice.

### **Online appointment of proxies**

As an alternative to completing and returning the printed Forms of Proxy, Forms of Proxy may be submitted electronically by logging on to the following website: [www.signalshares.com](http://www.signalshares.com) and following the instructions there. For an electronic proxy appointment to be valid, the appointment must be received by Miton's Registrars, Link Asset Services not later than 48 hours (excluding non-working days) before the Miton Court Meeting or Miton General Meeting, as applicable (or, in the case of an adjournment of either Miton Meeting to another day, not later than 48 hours (excluding non-working days) before such Miton Meeting).

In the case of the Miton Court Meeting only, if you have not appointed a proxy electronically by such time you may complete the BLUE Form of Proxy and hand it to a representative of Link Asset Services present in person, or on behalf of the Chairman of the Miton Court Meeting, before the start of that meeting.

### **Voting instructions for Miton Shareholders holding shares through CREST**

Miton Shareholders who hold Miton Shares through CREST and who wish to appoint a proxy or proxies for the Miton Meetings or any adjournment(s) by using the CREST electronic proxy appointment service may do so by following the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed (a) voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, to be valid, be transmitted so as to be received by Miton's Registrars, Link Asset Services, not later than 48 hours (excluding non-working days) before the Miton Court Meeting or Miton General Meeting, as applicable (or, in the case of an adjournment of either Miton Meeting, not later than 48 hours (excluding non-working days) before such Miton Meeting). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Applications Host) from which Link are able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

CREST members and, where applicable, their CREST sponsors or voting service provider(s) should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed (a) voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. CREST members and, where applicable, their CREST sponsor or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Miton may treat as invalid a CREST Proxy Instruction in the circumstances set out in the Regulations.

### **Miton Share Plans**

Letters will be sent separately to participants in the Miton Share Plans to inform them of the effect of the Scheme on their rights under the Miton Share Plans.

### **Shareholder Helpline**

If you have not received all the relevant documents or have any questions relating to this document, either of the Miton Meetings, the completion and return of the Forms of Proxy or submitting your votes or proxies through CREST or via electronic means where applicable to you please call Miton's Registrars, Link Asset Services, by telephone on the Shareholder Helpline on 0871 664 0300 (if calling from within the UK) or +44 (0) 371 664 0300 (if calling from outside the UK). Lines are open from 9.00 a.m. to 5.30 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls to the Shareholder Helpline cost 12 pence per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that Shareholder Helpline operators cannot provide advice on the merits of the Scheme nor give any financial, tax, investment or legal advice.

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

*All times shown are UK times. All dates and times are based on Miton's and Premier's current expectations and are subject to change. If any of the dates and/or times in this expected timetable change, the revised dates and/or times will be notified to Miton Shareholders by announcement through the Regulatory Information Service of the London Stock Exchange, with such announcement being made available on Miton's and Premier's websites at [www.mitongroup.com](http://www.mitongroup.com) and [www.premierfunds.co.uk](http://www.premierfunds.co.uk) respectively.*

<b>Event</b>	<b>Time and/or date<sup>(1)</sup></b>
Publication of this document and the Premier Circular	17 September 2019
Latest time for lodging BLUE forms of Proxy for the Miton Court Meeting	10.00 a.m. on 7 October 2019 <sup>(2)</sup>
Latest time for lodging WHITE forms of Proxy for the Miton General Meeting	10.10 a.m. on 7 October 2019 <sup>(3)</sup>
Voting Record Time	6.30 p.m. on 7 October 2019 <sup>(4)</sup>
<b>Premier General Meeting</b>	<b>10.00 a.m. on 9 October 2019</b>
<b>Miton Court Meeting</b>	<b>10.00 a.m. on 9 October 2019</b>
<b>Miton General Meeting</b>	<b>10.10 a.m. on 9 October 2019<sup>(5)</sup></b>
<b>Miton Court Hearing to sanction the Scheme</b>	<b>13 November 2019<sup>(6)(7)</sup></b>
Last day of dealings in, and for registration of transfers of, and disablement in CREST of, Miton Shares	13 November 2019 <sup>(6)</sup>
Scheme Record Time	6.00 p.m. on 13 November 2019 <sup>(6)</sup>
Suspension of dealings in Miton Shares	7.30 a.m. on 14 November 2019 <sup>(6)</sup>
<b>Effective Date</b>	<b>14 November 2019<sup>(6)</sup></b>
Admission and commencement of dealings in New Shares on AIM	by 8.00 a.m. on 15 November 2019
Issue of New Shares and crediting of New Shares soon after to CREST accounts	as soon as is reasonably practicable on 15 November 2019 <sup>(6)</sup>
Cancellation of admission of Miton Shares to trading on AIM	7.00 a.m. on 15 November 2019 <sup>(6)</sup>
Latest date for: (i) crediting of CREST accounts with New Shares; and (ii) despatch of share certificates in respect of New Shares under the Scheme	within 14 days of the Effective Date
Payment of the Special Dividend	within 10 Business Days of the Effective Date
Long Stop Date	31 January 2020 <sup>(8)</sup>

**Notes:**

- (1) **The dates and times given are indicative only and are based on Miton's current expectations and may be subject to change** (including as a result of changes to the timetable for fulfilment of the regulatory approvals and changes to the Court timetable). If any of the times or dates above change, the revised times and dates will be notified to Miton Shareholders by announcement through a Regulatory Information Service.
- (2) The BLUE Form of Proxy for the Miton Court Meeting may, alternatively, be handed to Miton's Registrars, Link Asset Services, on behalf of the Chairman of the Miton Court Meeting, before the start of the Miton Court Meeting (or any adjournment thereof). However, if possible, Miton Shareholders are requested to lodge the BLUE forms of Proxy (or the electronic equivalent) not later than 48 hours (excluding non-working days) before the time appointed for the Miton Court Meeting.

- (3) The WHITE Form of Proxy for the Miton General Meeting (or the electronic equivalent) must be lodged with Miton's Registrars, Link Asset Services, by no later than 10.10 a.m. on 7 October 2019 in order for it to be valid, or, if the Miton General Meeting is adjourned to another day, not later than 48 hours (excluding non-working days) before the time fixed for the holding of the adjourned meeting. If the WHITE Form of Proxy is not returned by such time, it will be invalid.
- (4) **Only those Miton Shareholders registered on the register of members of Miton and those persons participating in a Miton Share Plan which results in them being eligible to vote at the Miton Meetings as at 6.30 p.m. on 7 October 2019 will be entitled to vote at the Miton Meetings.** If either Miton Meeting is adjourned, the Voting Record Time for the adjourned Miton Meeting will be 48 hours (excluding non-working days) before the date set for the adjourned Miton Meeting.
- (5) To commence at the time fixed or, if later, immediately after the conclusion or adjournment of the Miton Court Meeting.
- (6) These times and dates are indicative only and will depend on, among other things, the dates upon which the Conditions are satisfied or (where permitted) waived.
- (7) The Miton Court Hearing to sanction the Scheme is to be held on such date as Miton and Premier may agree and the Court may allow.
- (8) This is the latest date by which the Scheme may become Effective unless Miton and Premier agree, and (if required) the Court and the Takeover Panel allow, a later date.

## PART I

### LETTER FROM THE CHAIRMAN OF MITON GROUP PLC

*(Incorporated in England and Wales with registered number 05160210)*

*Directors:*

Jim Pettigrew, *Chairman*  
Alan Walton, *Deputy Chairman*  
David Barron, *Chief Executive Officer*  
Piers Harrison, *Chief Operating Officer*  
Gervais Williams, *Senior Executive Director*  
Jim Davies OBE DL FRSA, *Senior Independent Director*  
Katrina Hart, *Non-Executive Director*

*Registered Office:*

6th Floor  
Paternoster House  
65 St Paul's Churchyard  
London  
EC4M 8AB

17 September 2019

*To Miton Shareholders and, for information only, to participants in Miton Share Plans and persons with information rights in relation to Miton.*

Dear Shareholder,

#### **RECOMMENDED ALL-SHARE MERGER OF PREMIER ASSET MANAGEMENT GROUP PLC AND MITON GROUP PLC**

##### **1. Introduction**

On 4 September 2019, the Miton Board and the Premier Board announced that they had agreed the terms of a recommended all-share merger of Miton and Premier, to be implemented by way of a Court-sanctioned scheme of arrangement of Miton under Part 26 of the Companies Act.

I am writing to you on behalf of the Miton Board to explain the background to and terms of the Merger and to explain why the Miton Board considers the terms of the Merger to be fair and reasonable and why the Miton Directors are unanimously recommending that you vote in favour of the Scheme at the Miton Court Meeting and in favour of the Resolution to be proposed at the Miton General Meeting (or in the event that the Merger is implemented by way of an Offer, to accept or procure acceptance of such Offer), as the Miton Directors who hold Miton Shares have irrevocably undertaken to do in respect of their beneficial holdings of such shares.

This letter also explains the actions you are now asked to take.

##### **2. Summary of the terms of the Merger and the Scheme**

It is proposed that the Merger be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act, which requires the approval of Scheme Shareholders at the Miton Court Meeting and Miton Shareholders at the Miton General Meeting and the sanction of the Court.

Under the terms of the Scheme, which is subject to the Conditions and further terms set out in Part IV of this document, if the Scheme becomes Effective, Miton Shareholders will receive:

##### **0.30186 of a New Share in exchange for each Miton Share**

Based on this Exchange Ratio and the Closing Price of 167.50 pence per Premier Share on the Latest Practicable Date, the terms of the Merger value each Miton Share at 55.46 pence, comprising an equity value of 50.56 pence and a Special Dividend of 4.9 pence per Miton Share.

Based on the Closing Price of 171.75 pence per Premier Share on 3 September 2019 (being the last Business Day before the Announcement), the terms of the Merger value each Miton Share at 56.74 pence, comprising an equity value of 51.84 pence and a Special Dividend of 4.9 pence per Miton Share.

The Scheme requires the approval of a majority in number of those Scheme Shareholders who are present and vote, either in person or by proxy, and who represent not less than 75 per cent. in nominal value of the Scheme Shares voted by such Scheme Shareholders at the Miton Court Meeting.

Implementation of the Scheme will also require the passing of the Resolution which requires the approval of Miton Shareholders representing at least 75 per cent. of the votes cast, either in person or by proxy, at the Miton General Meeting, which will be held immediately after the Miton Court Meeting.

You are strongly encouraged to vote at both these Miton Meetings in person or by proxy.

If the Scheme becomes Effective, it will result in the allotment and issue of approximately 52,111,725 New Shares to Miton Shareholders on the register at the Scheme Record Time. The New Shares to be issued pursuant to the Scheme are expected to represent approximately 33 per cent. of the Combined Group.

The Merger is subject to the Conditions set out in Part IV of this document, including the sanction of the Scheme by the Court and Admission. The expected transaction timetable is set out on pages 12 and 13 of this document.

Further details of the terms of the Merger are set out in Part II of this document.

Overseas Shareholders should refer to the details set out in paragraph 23 of Part II of this document.

### **3. Background to and reasons for the recommendation**

Since 31 December 2016, Miton's AUM has grown by over 60 per cent. from £2.9 billion to £4.7 billion, as at 30 June 2019. In addition to this headline figure, Miton has successfully diversified its growth with four investment teams each now having AUM in excess of £600 million. This progression has been matched by strong investment performance, with approximately 85 per cent. of Miton funds ranked either first or second quartile over the five year period to 31 July 2019.

Correspondingly, the financial performance of Miton has also developed strongly, with annual net revenues increasing by approximately 45 per cent. between the years ended 31 December 2016 and 31 December 2018, and a progressive dividend policy being realised with Miton's dividend per share doubling over the same period.

The Miton Board continues to believe that there remains a very substantial opportunity within the UK marketplace for high quality, actively managed investment offerings, but also recognises the wider challenges and headwinds facing the industry more generally. Whilst the Miton Board believes the Miton Group is well placed to continue to develop strongly and its prospects remain undiminished as an independent company, the proposed Merger with Premier represents an exceptional opportunity to transform the competitive positioning of both companies whilst at the same time retaining the key attributes and characteristics to which Miton's clients, staff and shareholders are attracted.

The Miton Directors believe that the compatibility of the two businesses is particularly striking, in terms of each company's investment offering and distribution channels, as well as each having a shared culture of investment excellence with active management at their core.

The Merger will create a more diversified asset manager with greater scale (with reported pro-forma combined AUM of £11.5 billion as at 30 June 2019), attributes the Miton Directors believe to be increasingly important competitive advantages. In addition, the Miton Board believes that the combination will result in a broader investment offering to address the needs of a wider range of clients and a platform better positioned for future growth than Miton could achieve on a standalone basis over the short-term.

For the reasons outlined above, the Miton Board believes the strategic and financial rationale of the Merger to be particularly compelling.

The Merger is expected to result in enhanced value and earnings accretion for Miton Shareholders, reflecting a combination of the agreed exchange ratio, the Special Dividend and significant synergy potential of the proposed transaction.

Based on the Closing Price of 171.75 pence per Premier Share on 3 September 2019 (being the last Business Day before the Announcement), the Merger values each Miton Share at 56.74 pence, comprising an equity value of 51.84 pence and the Special Dividend of 4.9 pence, which represents a premium of approximately 38 per cent. over Miton's Ordinary Share price of 41.00 pence as at 3 September 2019 (being the last Business Day before the Announcement), and approximately 30 per cent. over the average price of 43.49 pence during the one-month period to 3 September 2019 (being the last Business Day before the Announcement).

The share for share Merger enables Miton Shareholders to participate fully in the potential value creation of the combination and benefit from future shareholder returns, including participating in the continuation of Premier's stated dividend policy following the Merger.

The Miton Board believes the terms of the Merger fairly reflect both Miton and Premier's respective standalone businesses and their prospects and an appropriate sharing of the anticipated synergies resulting from the Merger. In addition, Miton will continue to have representation on the Board of the Combined Group, with two non-executive directors and one executive director.

#### **4. Background to and reasons for the Merger**

The Miton Board and the Premier Board believe that there is a compelling strategic and financial rationale for the Merger, which creates a diversified active UK asset manager with a strong investment capability that leverages an efficient platform, as described below:

##### ***A combined business with complementary investment capabilities, wider product range and greater scale that is well positioned for future growth.***

- Enhanced scale and financial strength with reported pro-forma combined AUM of £11.5 billion as at 30 June 2019. Historical pro-forma combined net revenue of £76 million and combined reported profit before tax of approximately £25 million (before synergies are taken into account) based on last annual audited accounts.
- Well positioned for future growth with an enhanced ability to attract and retain top investment talent.
- Broader range of investment capabilities to address the needs of a wider range of clients.
- Miton's specialism in genuinely active high conviction single strategy funds and investment trusts complements Premier's leading position in outcome based multi-asset funds, resulting in an even balance of strategies by AUM (53 per cent. single strategy and 47 per cent. multi-asset).

##### ***Enhanced distribution relationships with UK financial advisers, wealth managers and platforms.***

- Substantial distribution team covering a broad spectrum of UK intermediated channels, leveraging a more efficient operating platform, resulting in enhanced resources to service clients.
- Common approach to distribution, focused on delivering excellent client service via regional sales teams, focused on different intermediary channels.
- Distribution infrastructure that is hard to replicate and has a strong track record of delivering positive net flows. Based upon the data in the Pridham Report published in February 2019, the pro-forma business will have a leading position in the UK as measured by net retail sales and would have been the 5th largest contributor to UK net retail sales for the calendar year ended 31 December 2018.
- Complementary coverage of intermediary channels with Miton's strong presence with wealth managers, financial institutions and multi-manager providers alongside Premier's profile with financial advisers and platforms.
- Opportunity to invest further in digital initiatives to enhance client service and distribution.



***Shared client-centred culture with a belief in active investment management, relevant products and strong investment performance.***

- Strong cultural alignment between two firms which are both committed to active investment management.
- Track record of strong performance in relevant products across outcome based and single strategy funds.
- Industry award-winning businesses with a strong commitment to excellent client service.

***Greater financial strength with a more diversified revenue mix, access to economies of scale and a robust balance sheet.***

- Significant reduction in key person risk or specific fund exposure.
- Highly diversified combined business with breadth of AUM across both:
  - (a) the fund range, with the top five funds representing 44 per cent. of AUM and eight funds with over £400 million of AUM; and
  - (b) a large talent pool with the top five fund management teams accounting for 74 per cent. of AUM, the largest of which is Premier's multi-manager team (37.6 per cent.) and Miton's UK multi-cap and smaller companies team (approximately 15.7 per cent.) as at 30 June 2019.
- Enhanced financial profile, resilience and stability, providing the financial resources and flexibility to invest in technology, brand and growth initiatives.
- Robust balance sheet to support the future growth of the Combined Group.

***Compelling value creation and earnings accretion for both sets of shareholders.***

- Underpinned by expected recurring run-rate pre-tax cost synergies of approximately £7 million per annum primarily from alignment of operating platforms.
- Annualised synergies will be achieved three years after completion of the Merger.

## **5. Value creation potential of the Merger**

The Miton Directors share the view of the Premier Directors that the Merger has the potential to deliver compelling value creation and earnings accretion for both sets of shareholders.

The Premier Directors (who are responsible for the Quantified Financial Benefits Statement pursuant to Rule 28.1(a) of the Code and to whom the Reports required by Rule 28.1(a) of the Code are addressed) expect recurring run-rate pre-tax cost synergies of approximately £7 million per annum will be achieved three years after completion of the Merger.

The constituent elements of the quantified cost synergies, which are expected to originate from the cost bases of both Premier and Miton include:

- Harmonisation of operating models where savings are envisaged from alignment of third party service providers and IT systems, as well as consolidation of operations functions, representing approximately 45 per cent. of the run-rate savings.
- Rationalisation of central and head office functions where there are economies of scale, representing approximately 20 per cent. of the run-rate savings.
- Other areas of overlap including the elimination of duplication in staff roles, whilst retaining the best of both franchises, representing approximately 35 per cent. of the run-rate savings.

Dis-synergies have been considered in quantifying the net impact of the synergy benefits and are not expected to be material.

It is envisaged that the realisation of the quantified cost synergies will result in one-off integration cash costs of approximately £10 million in aggregate. The identified synergies will accrue as a direct result of the Merger and would not be achieved on a standalone basis.

For the purposes of Rule 28 of the Code, the statements above of estimated cost synergies are the responsibility of the Premier Directors, in their capacity as directors of the offeror under the terms of the Merger.

The quantified estimated synergies are set out in Appendix 1 to this document and are in the form set out in Part A of Appendix 4 to the Announcement, which was reported on under the Code by KPMG LLP and by Premier's financial adviser, Fenchurch. The Premier Directors confirm that there have been no material changes since the Announcement to these reported synergies, which remain subject to the bases of belief, principal assumptions and sources of information set out in Appendix 1 to this document.

## **6. Management, incentivisation and locations**

The Combined Group will be rebranded Premier Miton Group plc.

The Board of the Combined Group will be drawn from both organisations to ensure a unified approach to the future. Following completion of the Merger, Mike Vogel, Chairman of Premier, will be Chairman of the Board of the Combined Group and Mike O'Shea, CEO of Premier, will be CEO of the Combined Group. Piers Harrison, COO of Miton, will become CFO of the Combined Group and two Miton Directors, David Barron and Katrina Hart, will become non-executive directors of Premier. Robert Colthorpe and William Smith will remain as non-executive directors of Premier.

The Combined Group will endeavour to harness the talent in both companies to optimise the benefits for clients and shareholders of the Combined Group. The Boards of Premier and Miton intend to restructure the merged operational and administrative areas of the Combined Group in order to achieve the expected benefits of the Merger. The detailed steps for such a restructuring are not yet known but Premier and Miton will aim to retain the best talent across the Combined Group from each business, without preference or bias, and will be subject to any required consultation with employees and/or their representatives. It is expected that the Combined Group's total headcount will reduce in aggregate by up to 15 to 20 per cent. over the three year implementation period, some of which would take place via natural attrition.

The Boards of Premier and Miton have each confirmed that the existing statutory and contractual employment rights, including accrued pension rights of all Premier and Miton employees, will be fully safeguarded upon and following completion of the Merger.

The Premier Board has undertaken to Miton to convene a meeting of its remuneration committee shortly after the Merger has become effective to make share awards from Miton Shares held within the existing Miton Employee Benefit Trusts and to make cash bonus awards for 2019 to relevant personnel of Miton. In making its determinations the Premier remuneration committee intends to act upon the recommendations to be made to it by the Miton remuneration committee for the period to completion of the Merger. Share awards shall be satisfied from the Miton Unallocated Shares and otherwise in accordance with all applicable corporate governance provisions and Miton's established past practice. Cash bonus awards shall be made on a basis that is in line with Miton's historic bonus awards and not in excess of accrued bonus pools as Disclosed.

The Combined Group will be headquartered in London and will maintain offices in Guildford.

## **7. Premier's intentions and plans**

Following completion of the Merger the Premier Board intends that the existing business activities of Miton and Premier will continue within the Combined Group. Miton has no dedicated research and development function.

As stated in paragraph 6 above, the Premier Board intends to safeguard the existing statutory and contractual employment rights of the employees and management of Miton and the Miton Group. In particular, the Premier Board has no plans to make any material change in the conditions of employment of the employees and management of Miton. The Premier Board envisages some

rationalisation of central and head office functions and a process of elimination of duplication in staff roles across the Combined Group as described in paragraph 5, but no material change in the balance of the skills and functions of the employees and management of the Combined Group taken as a whole.

The Premier Board envisages no change in the rate of contribution made to Miton's pension schemes following the Merger. Miton only operates defined contribution pension arrangements for its management and employees and has no exposure under any form of defined benefit (final salary) pension schemes.

Miton does not have significant fixed assets (other than premises) and the Premier Board envisages no material redeployment of the fixed assets of Miton.

As stated in paragraph 16 of Part II, dealings in Miton Shares will be suspended prior to the Effective Date and thereafter there will be no trading facilities in relation to Miton Shares.

## **8. Irrevocable undertakings**

The Miton Directors who are Miton Shareholders have irrevocably undertaken to direct (and to use all reasonable endeavours to procure that) their nominees or, where relevant, to themselves vote in favour of the Scheme (or to accept the Offer, if applicable) in respect of their own beneficial holdings totalling 16,384,128 Miton Shares, representing in aggregate approximately 9.49 per cent. of Miton's issued share capital as at the Latest Practicable Date.

In addition, certain other Miton Shareholders, who are themselves employees of Miton or close relatives thereof, have irrevocably undertaken to: (i) instruct their nominee to vote; and (ii) use all reasonable endeavours to ensure that their nominees comply with their instructions to vote, in each case in favour of the Scheme in respect of their own beneficial holdings totalling 11,952,703 Miton Shares, representing in aggregate approximately 6.92 per cent. of Miton's issued share capital as at the Latest Practicable Date.

In total, therefore, Miton Shareholders holding in aggregate 28,336,831 Miton Shares (representing approximately 16.41 per cent. of the existing issued share capital of Miton as at the Latest Practicable Date) have given irrevocable undertakings to support the Scheme.

The Irrevocable Undertakings described above remain binding in the event that a higher competing offer for Miton is made, but cease to be binding (i) immediately if Premier announces, with the consent of the Panel, that it does not intend to proceed with the Merger and (ii) on and from the earlier of (X) the Scheme not having become Effective by the Long Stop Date (or such later date as Miton and Premier may agree, with the consent of the Panel) and (Y) the time and date on which the Merger is withdrawn, lapses or otherwise terminates in accordance with its terms.

Further details of these irrevocable undertakings are set out in paragraph 8 of Part VII of this document.

## **9. Letters of Intent**

Miton's two largest institutional shareholders have provided letters of intent ("**Miton Shareholder Letters of Intent**") indicating their intention to vote, or procure the voting of, such Miton Shares in favour of the Scheme in respect of their beneficial holdings of 30,096,847 Miton Shares (in aggregate), representing approximately 17.43 per cent. of the share capital of Miton in issue as at the Latest Practicable Date.

The Miton Shareholder Letters of Intent are not legally binding and do not prevent those relevant Miton Shareholders from selling or otherwise disposing of their Miton Shares at any time.

Further details of these Miton Shareholder Letters of Intent are set out in paragraph 8 of Part VII of this document.

## **10. Undertakings to instruct**

The Miton EBT1 Trustee has provided a letter of intent ("**Miton EBT1 Trustee Letter of Intent**") confirming its intention to vote in favour of the Scheme (or, if applicable, to accept the Offer) in respect of the Miton Unallocated Shares (being 9,104,517 Miton Shares, representing approximately 5.27 per cent. of the share capital of Miton as at the Latest Practicable Date). The Miton EBT1 Trustee

Letter of Intent also confirms that it has received irrevocable directions from three of the joint beneficiaries of the MEI Shares (comprising part of the Miton Allocated Shares, being 5,000,000 Miton Shares, representing approximately 2.90 per cent. of the share capital of Miton as at the Latest Practicable Date) directing it to vote in favour of the Scheme (or, if applicable, to accept the Offer) and its current intention is to comply with those directions.

The Miton EBT1 Trustee has also confirmed that it intends to seek irrevocable instructions from each other beneficiary who has an interest in the Miton Allocated Shares (other than in respect of the MEI Shares) in respect of the voting rights attaching to such Miton Allocated Shares in connection with the Merger.

The provision of the Miton EBT1 Trustee Letter of Intent relied upon the satisfaction of certain irrevocable undertakings given by Miton, certain Miton Directors and an employee of Miton to provide to the Miton EBT1 Trustee and, as relevant, the Miton EBT2 Trustee the directions, instructions and recommendations required in accordance with the terms of the trust deeds constituting the Miton Employee Benefit Trusts.

The Miton EBT1 Trustee Letter of Intent is not legally binding on the Miton EBT1 Trustee. To the extent that the Miton EBT1 Trustee decides not to vote in accordance with this intention it will inform Miton, Premier and the Panel accordingly.

Further details of these undertakings are set out in paragraph 8 of Part VII of this document.

## **11. Taxation**

Your attention is drawn to Part VI of this document, which contains a summary of limited aspects of the UK tax consequences of the Scheme. **That summary relates only to the position of certain categories of Scheme Shareholders (as explained further in Part VI of this document), does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme. If you are in any doubt about your own tax position or you are subject to taxation in any jurisdiction other than the UK, you should consult an appropriately qualified independent professional tax adviser immediately.**

## **12. Current trading and prospects of Miton**

Current trading for Miton continues in line with its results for the year ended 31 December 2018, published on 18 March 2019, and its unaudited AUM update for the half year ended 30 June 2019, published on 12 July 2019, both of which are incorporated by reference into this document.

For the 12 months ended 31 December 2018, Miton had total net revenue of £27.5 million and reported profit before tax of £8.9 million. For the half year ended 30 June 2019, Miton experienced net outflows of £82 million. As at 30 June 2019, the unaudited AUM of Miton were £4.7 billion and the Company had £23 million of cash balances.

Financial information and ratings information relating to Miton is set out in Parts A and B of Part V of this document.

## **13. Current trading and prospects of Premier**

Current trading for Premier continues in line with its trading update for the quarter ended 30 June 2019, published on 9 July 2019.

Premier experienced net outflows of £55 million in the three months to 30 June 2019 and net inflows of £133 million for the rolling twelve months to 30 June 2019. As at 30 June 2019, the unaudited AUM of Premier were £6.7 billion.

Financial information and ratings information relating to Premier is set out in Parts C and D of Part V of this document.

## **14. Special Dividend, dividends and dividend policy**

As part of the Merger, Miton has declared a special dividend of 4.9 pence per Miton Share which is conditional upon, and only payable if, the Scheme becomes Effective, relating to the three month period

ending 30 September 2019 (the “**Special Dividend**”). Conditional on the Scheme becoming Effective (or if the Merger is implemented by way of a takeover offer, the Offer becoming or being declared unconditional in all respects), holders of Miton Shares as at the record date for the Special Dividend shall be entitled to receive the Special Dividend without any reduction in their entitlements under the Exchange Ratio pursuant to the Scheme. The record date will be the Scheme Record Time (or if the Merger is implemented by way of a takeover offer, the date the Offer becomes or is declared unconditional in all respects). The Special Dividend will be paid not more than 10 Business Days after the Effective Date.

If completion of the Merger occurs before the record date for Premier’s final interim dividend for the three month period ending 30 September 2019 (the “**Final Interim Dividend**”), shareholders in the Combined Group (which will include former Miton Shareholders) will be entitled to receive such a dividend.

If completion of the Merger occurs after the record date for Premier’s Final Interim Dividend, Premier has agreed that Miton will be entitled to declare and pay a dividend to their shareholders equivalent to the Final Interim Dividend per Premier Share multiplied by the Exchange Ratio, therefore enabling the provision to Miton Shareholders of the sum equal to that which they would have received had completion of the Merger taken place prior to the record date for Premier’s Final Interim Dividend (such equalising dividend being the “**Additional Miton Dividend**”).

If either party announces, declares, makes or pays any dividend or other distribution on or after 4 September 2019 and prior to completion of the Merger, other than the Special Dividend, Final Interim Dividend or Additional Miton Dividend, there will be no change to the Exchange Ratio. However, Premier and Miton reserve the right to pay an equalising dividend to their respective shareholders.

#### ***Dividend policy post completion***

Following the Merger and subject to the approval of the Board of the Combined Group, the Combined Group will target a stable but growing dividend paid on a quarterly basis, with the base being the dividends paid by Premier for the financial year ended 30 September 2018. The increased diversification of the Combined Group, enhanced financial profile and earnings accretion are expected to support the generation of attractive and sustainable returns for shareholders in the Combined Group, including through dividends.

#### **15. Cancellation of admission of Miton Shares**

Your attention is drawn to paragraph 16 of Part II of this document in relation to the intended cancellation of the admission of Miton Shares to trading on AIM following the Effective Date.

#### **16. Premier Shareholder approval**

In order to allot and issue the New Shares, Premier will be required to seek the approval of the Premier Shareholders at the Premier General Meeting.

Premier has sent the Premier Circular to Premier Shareholders which includes a notice convening the Premier General Meeting. The Merger is conditional on, among other things, the Premier Resolution being passed by the requisite majority of Premier Shareholders at the Premier General Meeting which will be convened to be held on 9 October 2019.

The Premier Directors consider the Merger to be in the best interests of Premier and the Premier Shareholders as a whole and intend unanimously to recommend that Premier Shareholders vote in favour of the Premier Resolution to be proposed at the Premier General Meeting, as they have irrevocably undertaken to direct (and use all reasonable endeavours to procure that) their nominees do, in respect of their own beneficial holdings of 7,230,265 Premier Shares representing, in aggregate, approximately 6.83 per cent. of Premier’s ordinary share capital in issue as at the Latest Practicable Date.

Further details of these irrevocable undertakings are set out in paragraph 8 of Part VII of this document.

## **17. Overseas Shareholders**

Overseas Shareholders should refer to paragraph 23 of Part II of this document, which contains important information relevant to them.

## **18. Miton Meetings and action to be taken by Miton Shareholders**

The Scheme requires the approval of Scheme Shareholders by the passing of a resolution at the Miton Court Meeting to be held on 9 October 2019. This resolution must be approved by a majority in number of those Scheme Shareholders who are present and vote, either in person or by proxy, and who represent not less than 75 per cent. in nominal value of the Scheme Shares voted by such Scheme Shareholders at the Miton Court Meeting.

Implementation of the Scheme will also require the passing of the Resolution which requires the approval of Miton Shareholders representing at least 75 per cent. of the votes cast, either in person or by proxy, at the Miton General Meeting, which will be held immediately after the Miton Court Meeting.

Following the Miton Meetings, and subject to the satisfaction (or, where applicable, waiver) of the Conditions, the Scheme must be sanctioned by the Court at the Miton Court Hearing and will only become Effective upon delivery of the Court Order to the Registrar of Companies. Upon the Scheme becoming Effective, it will be binding on all Miton Shareholders irrespective of whether or not they attended or voted at the Miton Court Meeting or the Miton General Meeting (and, if they attended and/or voted, whether or not they voted in favour of the Scheme and/or the Resolution).

Your attention is drawn to paragraph 13 of Part II of this document which contains further information with respect to the Miton Meetings.

**It is important that, for the Miton Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of shareholder opinion. You are therefore strongly urged to complete, sign and return the Forms of Proxy, or to appoint a proxy through CREST, as soon as possible.**

## **19. Miton Share Plans**

Details of the arrangements proposed to be implemented in relation to the Miton Share Plans in connection with the Merger are set out in paragraph 11 of Part II (Explanatory Statement) of this document.

## **20. Further information**

Please read this entire document carefully, including the information incorporated by reference into it, and including the Explanatory Statement contained in Part II. Please note that the information contained in the Explanatory Statement is in summary form only and reading the Explanatory Statement is not a substitute for reading the entire document and the information incorporated by reference into it.

A copy of this document (and all information incorporated into this document by reference to another source), is and will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, for inspection on Miton's website at [www.mitongroup.com/announcements](http://www.mitongroup.com/announcements) and Premier's website at [www.premierfunds.co.uk/corporate](http://www.premierfunds.co.uk/corporate).

## **21. Recommendation**

The Miton Directors, who have been so advised by Spencer House as to the financial terms of the Merger, consider the terms of the Merger to be fair and reasonable. Spencer House is providing independent financial advice to the Miton Directors for the purposes of Rule 3 of the Code. In providing its financial advice to the Miton Directors, Spencer House has taken into account the commercial assessments of the Miton Directors.

Accordingly, the Miton Directors unanimously recommend that Miton Shareholders vote in favour of the Scheme at the Miton Court Meeting and the resolution relating to the Merger at the Miton General Meeting (or in the event that the Merger is implemented by way of an Offer, to accept or procure acceptance of such Offer) as the Miton Directors who hold Miton Shares have irrevocably undertaken to do or, as they have otherwise irrevocably undertaken to direct (and use all reasonable endeavours

to procure that) their nominees do, in respect of their own beneficial holdings of 16,384,128 Miton Shares in aggregate and representing approximately 9.49 per cent. of Miton's issued share capital as at the Latest Practicable Date.

## **22. Action to be taken**

Notices convening the Miton Court Meeting and the Miton General Meeting are set out in Parts IX and X, respectively, of this document. You will find accompanying this document a BLUE Form of Proxy for use at the Miton Court Meeting and a WHITE Form of Proxy for use at the Miton General Meeting.

Whether or not you intend to be present at either Miton Meeting, you are requested to complete, sign and return both the accompanying Form of Proxy for the Miton Court Meeting (BLUE) and the accompanying Form of Proxy for the Miton General Meeting (WHITE) in accordance with the instructions printed on the respective forms.

If you hold your Miton Shares in uncertificated form, you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual. Please also refer to the Notices of the Miton Court Meeting and the Miton General Meeting (and their notes) set out in Parts IX and X, respectively, of this document.

If you have any further questions about this document, the Miton Court Meeting, the Miton General Meeting or the Merger, including in relation to the completion and return of the Forms of Proxy or submitting your votes or proxies through CREST, please call Miton's Registrars, Link Asset Services, by telephone on the Shareholder Helpline on 0871 664 0300 (if calling from within the UK) or +44 (0) 371 664 0300 (if calling from outside the UK). Lines are open between 9.00 a.m. and 5.30 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls to the Shareholder Helpline cost 12 pence per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that the Shareholder Helpline operators cannot provide advice on the merits of the Scheme, nor give any financial, tax, investment or legal advice.

Your attention is drawn to pages 9 to 11 of this document which set out in detail the action you should take in relation to the Merger and the Scheme.

Yours faithfully

**Jim Pettigrew**  
*Chairman*  
Miton Group plc

## PART II

### EXPLANATORY STATEMENT

*(in compliance with section 897 of the Companies Act)*

### SPENCER HOUSE PARTNERS LLP

17 September 2019

*To all Miton Shareholders and, for information only, to participants in the Miton Share Plans and persons with information rights in relation to Miton.*

Dear Sir or Madam,

#### RECOMMENDED ALL-SHARE MERGER OF PREMIER ASSET MANAGEMENT GROUP PLC AND MITON GROUP PLC

##### 1. Introduction

On 4 September 2019, the Miton Board and the Premier Board announced that they had agreed the terms of a recommended all-share merger of Miton and Premier, to be implemented by way of a Court-sanctioned scheme of arrangement of Miton under Part 26 of the Companies Act.

The Scheme requires, among other things, the approval of Scheme Shareholders and the sanction of the Court.

**Your attention is drawn to the letter from the Chairman of Miton set out in Part I of this document, which forms part of this Explanatory Statement.**

**That letter explains, among other things, the background to and reasons for the Merger and contains the unanimous recommendation by the Miton Directors to Miton Shareholders to vote in favour of the resolutions to approve and implement the Merger.**

The Miton Directors have been advised by Spencer House as to the financial terms of the Merger. Spencer House has been authorised by the Miton Directors to write to you to set out the terms of the Merger and to provide you with other relevant information. This Explanatory Statement contains a summary of the terms of the Merger, which is to be implemented by way of the Scheme. The terms of the Scheme are set out in full in Part III of this document. Your attention is also drawn to each of the other parts of this document, which are deemed to form part of this Explanatory Statement, including the Conditions and certain further terms set out in Part IV of this document and the additional information set out in Part VII of this document.

Statements made or referred to in this letter regarding the background to and reasons for the recommendations of the Miton Directors and information concerning the business of the Miton Group reflect the views of the Miton Directors. Statements made or referred to in this letter regarding Premier's reasons for the Merger, information concerning the business of the Premier Group, the financial effects of the Merger on Premier and intentions or expectations of or concerning the Premier Group reflect the views of the Premier Board.

If you wish to vote in favour of the Scheme and the Resolution, please take the actions described on pages 9 to 11 of this document within the time frames stipulated.

##### 2. Summary of the terms of the Merger and the Scheme

It is proposed that the Merger be implemented by means of a Court-sanctioned scheme of arrangement between Miton and the Scheme Shareholders under Part 26 of the Companies Act.

Under the terms of the Merger and the Scheme, which are subject to the Conditions and further terms set out in Part IV of this document, if the Scheme becomes Effective, Scheme Shareholders will be entitled to receive:

**0.30186 of a New Share in exchange for each Miton Share**



Based on the Exchange Ratio and the Closing Price of 167.50 pence per Premier Share on the Latest Practicable Date, the terms of the Merger values each Miton Share at 55.46 pence, comprising an equity value of 50.56 pence and a Special Dividend of 4.9 pence per Miton Share.

Based on a Closing Price of 171.75 pence per Premier Share on 3 September 2019 (being the last Business Day before the Announcement), the terms of the Merger value each Miton Share at 56.74 pence, comprising an equity value of 51.84 pence and a Special Dividend of 4.9 pence per Miton Share.

If the Scheme becomes Effective, it will result in the allotment and issue of approximately 52,111,725 New Shares to Scheme Shareholders on the register at the Scheme Record Time. The New Shares to be issued pursuant to the Scheme are expected to represent approximately 33 per cent. of the Combined Group.

The New Shares will be issued credited as fully paid and will rank *pari passu* in all respects with those Premier Shares in issue at the time the New Shares are issued pursuant to the Scheme, including the right to receive and retain dividends and other distributions declared, made or paid by reference to a record date falling after the Effective Date. Application, conditional on the Scheme becoming Effective, will be made to the London Stock Exchange for the New Shares to be admitted to trading on AIM. The New Shares will be issued free from all options, liens, charges, encumbrances and other third party rights and interests of any nature whatsoever.

In the event that the Merger is to be implemented by way of an Offer, the Miton Shares will be acquired pursuant to the Offer fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto.

#### ***Approval by Miton Court Meeting and Miton General Meeting***

In order to become Effective, the Scheme requires the:

- (a) satisfaction (or, where applicable, waiver) of the Conditions;
- (b) approval of a majority in number of the Scheme Shareholders who vote, representing not less than 75 per cent. in nominal value of the Scheme Shares voted, either in person or by proxy, at the Miton Court Meeting; and
- (c) approval of the Resolution by the requisite majority at the Miton General Meeting, being Miton Shareholders representing at least 75 per cent. in value of the Miton Shares voted either in person or by proxy at the Miton General Meeting.

#### ***Application to Court to sanction the Scheme***

Once the necessary approvals have been obtained at the Miton Court Meeting and the Miton General Meeting, and the other Conditions have been satisfied or (where applicable) waived, the Scheme must be sanctioned by the Court at the Miton Court Hearing.

Any Scheme Shareholder or other person who considers that he or she has an interest in the Scheme and who is concerned that the Scheme may adversely affect him or her is entitled to be heard by the Court, as explained at paragraph 13.3 of this Part II.

The Scheme will become Effective in accordance with its terms on delivery of the Court Order to the Registrar of Companies. Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Miton Court Meeting or Miton General Meeting, or whether they voted in favour of or against the Scheme.

#### ***Scheme timetable***

An indicative timetable is set out on pages 12 to 13 of this document. If the Scheme is completed then it is expected that New Shares will be allotted and issued in accordance with paragraph 17 of this Part II.

### ***Right to switch to an Offer***

Premier reserves the right to elect to implement the Merger by way of an Offer for the entire issued and to be issued ordinary share capital of Miton not already held by Premier as an alternative to the Scheme in the following circumstances: (i) if Miton consents; (ii) if the Miton Directors withdraw or modify their unanimous and unconditional recommendation of the Merger to the Miton Shareholders; or (iii) if a third party announces a firm intention to make an offer for the entire issued ordinary share capital of Miton which is recommended in whole or in part by the Miton Directors, subject in each case to the Panel's consent. In such an event an Offer will be implemented on the same terms (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme and subject to the amendments referred to in paragraph C of Part IV of this document.

If the Merger is effected by way of an Offer and such Offer becomes or is declared unconditional in all respects and sufficient acceptances are received, Premier intends to: (i) request the London Stock Exchange to cancel the admission of Miton Shares to trading on AIM; and (ii) exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily the remaining Miton Shares in respect of which the Offer has not been accepted.

### ***Fractional entitlements***

Fractions of New Shares will not be allotted to Scheme Shareholders. Instead, fractional entitlements to New Shares will be aggregated and sold in the market as soon as possible after the Effective Date and the net proceeds of sale (after the deduction of all expenses and commissions incurred in connection with such sale, including any amount in respect of VAT thereon) will not be paid to persons accepting the Scheme but will be retained for the benefit of Premier.

### ***Admission, dealings and settlement of New Shares***

Application will be made to the London Stock Exchange for the New Shares to be admitted to trading on AIM. It is expected that Admission will become effective and that dealings in the New Shares will commence on AIM at or shortly after 8:00 a.m. on the next Business Day after the Effective Date. Premier Shares are already admitted to trading on AIM and to CREST. It is expected that all of the New Shares, when issued, will be capable of being held and transferred by means of CREST. The New Shares will be registered with ISIN number GB00BZB2KR63, SEDOL number BZB2KR63, and will be traded on AIM under the ticker symbol PAM.

The Scheme, which is described in further detail in paragraph 13 of this Part II is subject to the satisfaction (or, where applicable, waiver) of the Conditions in Part IV of this document.

## **3. Financial effects of the Merger for Miton**

If the Scheme becomes Effective, Scheme Shareholders will receive 0.30186 of a New Share for each Miton Share held. The following table sets out, for illustrative purposes only and on the bases and assumptions set out in the notes below, the financial effects of the Merger on the capital value and income for a holder of 100 Miton Shares if the Scheme becomes Effective.

Column (A) is based on the market value of Miton Shares and Premier Shares on 3 September 2019 (being the last Business Day before commencement of the Offer Period).

Column (B) is based on the market value of Miton Shares and Premier Shares on the Latest Practicable Date.

In assessing the effects of the Merger, no account has been taken of any potential liability to taxation of a Miton Shareholder.

<b>Illustrative impact on capital value under the Merger:</b>	<b>(A)</b>	<b>(B)</b>
Market value of 30.186 New Shares <sup>(1)</sup>	£51.84	£50.56
<b>Total value of consideration in respect of 100 Miton Shares</b>	<b>£51.84</b>	<b>£50.56</b>
Value of Miton Special Dividend <sup>(2)</sup>	£4.90	£4.90
<b>Total value of consideration and dividends received in respect of 100 Miton Shares</b>	<b>£56.74</b>	<b>£55.46</b>
Less: Market value of 100 Miton Shares <sup>(3)</sup>	£41.00	£51.50
<b>Illustrative increase/(decrease) in capital value<sup>(4)</sup></b>	<b>£15.74</b>	<b>£3.96</b>
<i>Illustrative difference</i>	38.4%	7.7%
<b>Illustrative impact on gross income under the terms of the Merger:</b>		
Gross annual dividend income from 30.186 New Shares <sup>(5)(6)</sup>	£3.09	£3.09
<b>Gross income in respect of consideration for 100 Miton Shares</b>	<b>£3.09</b>	<b>£3.09</b>
Less: Gross annual dividend income from 100 Miton Shares <sup>(7)</sup>	£2.00	£2.00
<b>Illustrative increase/(decrease) in gross income</b>	<b>£1.09</b>	<b>£1.09</b>
<i>Illustrative difference</i>	54.7%	54.7%

**Notes:**

- (1) The market value of the New Shares is based on the closing middle market prices of:
  - (a) 171.75 pence per Premier Share as derived from the Daily Official List for 3 September 2019 (the last Business Day before the commencement of the Offer Period); and
  - (b) 167.50 pence per Premier Share as derived from the Daily Official List for the Latest Practicable Date.
- (2) As part of the Merger, Miton has declared a Special Dividend of 4.9 pence per Miton Share which is conditional upon, and only payable if, the Scheme becomes Effective, relating to the three month period ending 30 September 2019. The value of this dividend is considered here in order that the illustrative effect on capital value gives a meaningful comparison against the market value of Miton Shares as at 3 September 2019 (being the last Business Day before commencement of the Offer Period) and the Latest Practicable Date, in columns (A) and (B) respectively.
- (3) The market value of the Miton Shares is based on the closing middle market price of:
  - (a) 41.00 pence per Miton Share as derived from the Daily Official List for 3 September 2019 (being the last Business Day before commencement of the Offer Period); and
  - (b) 51.50 pence per Miton Share as derived from the Daily Official List for the Latest Practicable Date.
- (4) In assessing the financial effects of the capital value, no account has been taken of any dividend to be paid in the future by Miton or Premier other than the 4.90 pence Special Dividend.
- (5) The gross dividend income from 30.186 New Shares is based on aggregate gross dividends of 10.25 pence per Premier Share paid in respect of the 52 week period ended 30 September 2018.
- (6) If completion of the Merger occurs after the record date for Premier's final interim dividend for the three month period ending 30 September 2019 (the "**Final Interim Dividend**"), Premier has agreed that Miton will be entitled to declare and pay a dividend to their shareholders equivalent to the Final Interim Dividend per Premier Share multiplied by the Exchange Ratio, therefore enabling the provision to Miton Shareholders of the sum equal to that which they would have received had completion of the Merger taken place prior to the record date for Premier's Final Interim Dividend (such equalising dividend being the "**Additional Miton Dividend**").
- (7) The gross dividend income from 100 Miton Shares is based on aggregate gross dividend of 2.00 pence per Miton Share paid in respect of the 52 week period ended 31 December 2018.

***Dividend policy post completion***

Following the Merger and subject to the approval of the Board of the Combined Group, the Combined Group will target a stable but growing dividend paid on a quarterly basis, with the base being the dividends paid by Premier for the financial year ended 30 September 2018. The increased diversification of the Combined Group, enhanced financial profile and earnings accretion are expected to support the generation of attractive and sustainable returns for shareholders in the Combined Group, including through dividends.

**4. Background to and reasons for the recommendation**

Information relating to the background and reasons for the Miton Directors' recommendation of the Scheme is set out in paragraph 3 of Part I of this document and information relating to the anticipated synergies following the Scheme becoming Effective is set out in paragraph 5 of Part I and Appendix 1 to this document.

## 5. Irrevocable undertakings

The Miton Directors who are Miton Shareholders have irrevocably undertaken to direct (and to use all reasonable endeavours to procure that) their nominees or, where relevant, to themselves vote in favour of the Scheme (or to accept the Offer, if applicable) in respect of their own beneficial holdings totalling 16,384,128 Miton Shares, representing in aggregate approximately 9.49 per cent. of Miton's issued share capital as at the Latest Practicable Date.

In addition, certain other Miton Shareholders, who are themselves employees of Miton or close relatives thereof, have irrevocably undertaken to: (i) instruct their nominee to vote; and (ii) use all reasonable endeavours to ensure that their nominees comply with their instructions to vote, in each case in favour of the Scheme in respect of their own beneficial holdings totalling 11,952,703 Miton Shares, representing in aggregate approximately 6.92 per cent. of Miton's issued share capital as at the Latest Practicable Date.

In total, therefore, Miton Shareholders holding in aggregate 28,336,831 Miton Shares (representing approximately 16.41 per cent. of the existing issued share capital of Miton as at the Latest Practicable Date) have given irrevocable undertakings to support the Scheme.

The Irrevocable Undertakings described above remain binding in the event that a higher competing offer for Miton is made, but cease to be binding (i) immediately if Premier announces, with the consent of the Panel, that it does not intend to proceed with the Merger and (ii) on and from the earlier of (X) the Scheme not having become Effective by the Long Stop Date (or such later date as Miton and Premier may agree, with the consent of the Panel) and (Y) the time and date on which the Merger is withdrawn, lapses or otherwise terminates in accordance with its terms.

Further details of these irrevocable undertakings are set out in paragraph 8 of Part VII of this document.

## 6. Letters of Intent

Miton's two largest institutional shareholders have provided letters of intent ("**Miton Shareholder Letters of Intent**") indicating their intention to vote, or procure the voting of, such Miton Shares in favour of the Scheme in respect of their beneficial holdings of 30,096,847 Miton Shares (in aggregate), representing approximately 17.43 per cent. of the share capital of Miton in issue as at the Latest Practicable Date.

The Miton Shareholder Letters of Intent are not legally binding and do not prevent those relevant Miton Shareholders from selling or otherwise disposing of their Miton Shares at any time.

Further details of these Miton Shareholder Letters of Intent are set out in paragraph 8 of Part VII of this document.

## 7. Undertakings to instruct

The Miton EBT1 Trustee has provided a letter of intent ("**Miton EBT1 Trustee Letter of Intent**") confirming its intention to vote in favour of the Scheme (or, if applicable, to accept the Offer) in respect of the Miton Unallocated Shares (being 9,104,517 Miton Shares, representing approximately 5.27 per cent. of the share capital of Miton as at the Latest Practicable Date). The Miton EBT1 Trustee Letter of Intent also confirms that it has received irrevocable directions from three of the joint beneficiaries of the MEI Shares (comprising part of the Miton Allocated Shares, being 5,000,000 Miton Shares, representing approximately 2.90 per cent. of the share capital of Miton as at the Latest Practicable Date) directing it to vote in favour of the Scheme (or, if applicable, to accept the Offer) and its current intention is to comply with those directions.

The Miton EBT1 Trustee has also confirmed that it intends to seek irrevocable instructions from each other beneficiary who has an interest in the Miton Allocated Shares (other than in respect of the MEI Shares) in respect of the voting rights attaching to such Miton Allocated Shares in connection with the Merger.

The provision of the Miton EBT1 Trustee Letter of Intent relied upon the satisfaction of certain irrevocable undertakings given by Miton, certain Miton Directors and an employee of Miton to provide to the Miton EBT1 Trustee and, as relevant, the Miton EBT2 Trustee the directions, instructions and

recommendations required in accordance with the terms of the trust deeds constituting the Miton Employee Benefit Trusts.

The Miton EBT1 Trustee Letter of Intent is not legally binding on the Miton EBT1 Trustee. To the extent that the Miton EBT1 Trustee decides not to vote in accordance with this intention it will inform Miton, Premier and the Panel accordingly.

Further details of these undertakings are set out in paragraph 8 of Part VII of this document.

## **8. Information relating to Miton**

Miton is a specialist UK fund management group with £4.7 billion AUM as at 30 June 2019.

Miton offers a diverse range of UK domiciled equity funds, multi-asset funds and investment trusts that seek to achieve long-term outperformance. Miton offers equity strategies with high active share that are seen to be complementary to many passive or larger cap strategies, thereby offering the prospect of helping clients to build stronger portfolios.

Miton has a proven track record in successfully launching products that meet investor demand. In the last four years the group has launched three equity focused funds which as at 30 June 2019 had a combined AUM of £767 million.

Miton operates out of one central location in London with the core operations being focused around a single, scalable operating platform.

Miton's products are distributed primarily to UK investors with its clients being principally fund of funds managers, advisers and discretionary managers based in the UK who in turn have stewardship of savings on behalf of a wide range of investors.

Miton has a dedicated salesforce of seven individuals with six covering different geographic regions to provide comprehensive coverage to clients within the UK. The average relevant industry experience of the team is 22 years.

The sales team is aided by a team of five sales support individuals who provide enhanced analysis of sales data and trends, customer service and the provision of product information.

Miton employs 54 full-time members of staff, including 13 investment professionals.

For the 12 months ended 31 December 2018, Miton had total net revenue of £27.5 million and reported profit before tax of £8.9 million.

## **9. Information relating to Premier**

Premier is a UK retail asset management group with £6.7 billion AUM as at 30 June 2019.

Premier is focused on delivering good investment outcomes for investors through relevant products and active management across its range of investment strategies, which include multi-asset, equity and absolute return funds, backed by a robust and scalable operating platform.

Premier is a leading multi-asset investment manager offering a wide range of award winning and highly rated multi-manager and directly invested multi-asset funds.

Premier has built a strong sales team focused on the different intermediary channels in the UK including standalone and regional financial advisers, national and network financial advisory firms, discretionary managers and fund platforms. Over the last five years, Premier has experienced significant growth in its AUM.

Premier is a well-recognised brand in the UK retail asset management market with a diverse sales and marketing programme.

Premier's funds are distributed through a broad range of UK financial advisers and wealth managers. Holdings on platforms account for approximately 80 per cent. of Premier's AUM.

Premier employs approximately 105 people in the UK, including 28 investment professionals.

For the six months ended 31 March 2019, Premier had revenue of approximately £26.2 million and reported profit before tax of £7.2 million.

#### **10. Premier shareholder approval**

In order to allot and issue the New Shares, Premier will be required to seek the approval of the Premier Shareholders at the Premier General Meeting.

Premier has sent the Premier Circular to Premier Shareholders which includes a notice convening the Premier General Meeting. The Merger is conditional on, among other things, the Premier Resolution being passed by the requisite majority of Premier Shareholders at the Premier General Meeting which will be convened to be held on 9 October 2019.

The Premier Directors consider the Merger to be in the best interests of Premier and the Premier Shareholders as a whole and intend unanimously to recommend that Premier Shareholders vote in favour of the Premier Resolution to be proposed at the Premier General Meeting, as they have irrevocably undertaken to direct (and use all reasonable endeavours to procure that) their nominees do, in respect of their own beneficial holdings of 7,230,265 Premier Shares representing, in aggregate, approximately 6.83 per cent. of Premier's ordinary share capital in issue as at the Latest Practicable Date.

Further details of these irrevocable undertakings are set out in paragraph 8 of Part VII of this document.

#### **11. Miton Share Plans**

Participants in the Miton Share Plans will receive a separate communication explaining the effect of the Merger on their share awards and the choices available to them, including details of any appropriate proposals being made. A summary is set out below.

##### ***General***

All Miton Shares issued or transferred on the vesting and/or exercise of share awards under the Miton Share Plans before the Scheme Record Time will be subject to the terms of the Scheme and will constitute Scheme Shares. As such, Premier will acquire such Miton Shares acquired by participants under the Miton Share Plans on the same terms as are available to other Miton Shareholders under the Scheme.

The Scheme will not extend to any Miton Shares issued after the Scheme Record Time. Amendments to the Miton Articles will, however, be put forward for approval at the Miton General Meeting by Miton Shareholders to provide that any Miton Shares issued, allotted or transferred following the Scheme Record Time in satisfaction of share awards will be immediately acquired by Premier for consideration equal to the consideration per Miton Share to which such person would have been entitled had such Miton Shares been Scheme Shares.

##### ***Miton Management Equity Incentive Plan***

Awards will be exchanged upon the Scheme becoming Effective for equivalent awards over Premier Shares based on the Exchange Ratio, with such awards continuing to be subject to the terms of the Miton Management Equity Incentive Plan (subject to any amendments necessary to reflect the Merger) and, if not already vested, continuing to vest in accordance with their terms on the original vesting dates.

Where awards have already vested, participants may instead exercise those awards prior to the Scheme Record Time and the Miton Shares to which they become entitled will be acquired under the Scheme.

##### ***Management Incentive Plan***

All options under the Management Incentive Plan are already exercisable.

Participants will be given the opportunity to exchange their outstanding options over Miton Shares, conditionally on the sanction of the Scheme by the Court, for equivalent options over Premier Shares, on terms similar to the rules of the Management Incentive Plan.

Participants may exercise their options prior to the Scheme Record Time and the Miton Shares to which they become entitled will be acquired under the Scheme. Where Miton notifies participants prior to the date of the Miton Court Hearing of their right to exercise options during the period between the sanction of the Scheme by the Court and the Scheme Record Time, options will lapse if unexercised at the Scheme Record Time. If participants are not so notified, options will continue to be exercisable for one month from the Effective Date after which time they will lapse to the extent unexercised.

### ***Share Incentive Plan***

Miton Shares held in the trust establishing the Share Incentive Plan on behalf of participants in this plan will participate in the Scheme on the same terms as all other Miton Shareholders.

## **12. The Miton Directors and the effect of the Scheme on their interests**

The Miton Shares held by the Miton Directors will be subject to the Scheme. Information on the Miton Shares held by the Miton Directors and awards and options over Miton Shares granted to the Miton Directors is set out in paragraph 5 of Part VII of this document.

The effect of the Scheme on awards and options held by Miton Directors in common with those held by other participants in the Miton Share Plans is described in paragraph 11 of this Part II. The effect of the Scheme on the interests of the Miton Directors does not differ from the effect of the Scheme on the interests of any other Miton Shareholder.

Particulars of the service contracts and letters of appointment of the Miton Directors are set out in paragraph 7 of Part VII of this document.

## **13. Description of the Scheme and the Miton Meetings**

### **13.1 *The Scheme***

The Merger will be implemented by means of a Court-sanctioned scheme of arrangement between Miton and the holders of Scheme Shares under Part 26 of the Companies Act. The terms of the Scheme are set out in full in Part III of this document.

The purpose of the Scheme is to provide for Premier to become the owner of the entire issued and to be issued ordinary share capital of Miton. This is to be achieved by the transfer of the Scheme Shares to Premier, in consideration for which the Scheme Shareholders will receive New Shares on the basis set out in paragraph 2 of this Part II of this document.

After the Scheme Record Time but before the Scheme becomes Effective, entitlements to Miton Shares held within the CREST system will be cancelled. On the Effective Date, share certificates in respect of Miton Shares will cease to be valid.

Any Miton Shares issued on or before the Scheme Record Time will be subject to the terms of the Scheme. Scheme Shareholders whose names appear on the register of Miton at the Scheme Record Time, that is 6:00 p.m. on the date of the Miton Court Hearing, will be provided with 0.30186 of a New Share for each Scheme Share held by them.

In order for the Scheme to become Effective:

- (i) the Scheme must be approved at the Miton Court Meeting by a majority in number of those Scheme Shareholders who are present and vote, either in person or by proxy, and who represent not less than 75 per cent. in nominal value of the Scheme Shares voted by such Scheme Shareholders who are present and voting, either in person or by proxy;
- (ii) the Resolution must be approved at the Miton General Meeting by Miton Shareholders representing at least 75 per cent. of the votes cast (either in person or by proxy). The Miton General Meeting will be held on the same day as the Miton Court Meeting;
- (iii) the Court must sanction the Scheme at the Miton Court Hearing and make the Court Order; and
- (iv) a copy of the Court Order must be delivered to the Registrar of Companies.

The Scheme can only become Effective in accordance with its terms if all the Conditions to the Merger have been satisfied or, where relevant, waived. The Scheme will become Effective on delivery of a copy of the Court Order to the Registrar of Companies.

Any Scheme Shareholder or other person who considers that he or she has an interest in the Scheme and who is concerned that the Scheme may adversely affect him or her is entitled to be heard by the Court, as explained at paragraph 13.3 of this Part II.

**Once the Scheme becomes Effective, it will be binding on Miton and all Miton Shareholders, including those who did not attend the Miton Meetings or vote to approve the Scheme, or who voted against the Scheme and/or the Resolution at the Miton Meetings.**

### 13.2 *The Miton Meetings*

Before the Court is asked to sanction the Scheme, the Scheme will require the approval of Scheme Shareholders at the Miton Court Meeting and the passing of the Resolution by Miton Shareholders at the Miton General Meeting.

Notices of the Miton Court Meeting and the Miton General Meeting are set out in Parts IX and X of this document respectively.

The Miton Court Meeting and the Miton General Meeting will be held at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH.

#### 13.2.1 *Miton Court Meeting*

The Miton Court Meeting, which has been convened for 10.00 a.m. on 9 October 2019, is being held at the direction of the Court to seek the approval of Scheme Shareholders for the Scheme.

At the Miton Court Meeting, voting will be by way of poll and each Scheme Shareholder present (in person or by proxy) will be entitled to one vote for each Scheme Share held. In order for the resolution to be passed, it must be approved by a majority in number of those Scheme Shareholders who are present and vote, either in person or by proxy, and who represent 75 per cent. or more in nominal value of all the Scheme Shares voted by such Scheme Shareholders.

**It is important that, for the Miton Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of shareholder opinion. You are therefore strongly urged to sign and return your Forms of Proxy, or to appoint a proxy through CREST, or via electronic means where applicable to you, as soon as possible.**

You will find the Notice of the Miton Court Meeting in Part IX of this document.

#### 13.2.2 *The Miton General Meeting*

The Miton General Meeting has been convened for 10.10 a.m. on 9 October 2019, or as soon thereafter as the Miton Court Meeting has concluded or been adjourned, to consider and, if thought fit, pass the Resolution (which requires votes in favour representing at least 75 per cent. of the votes cast either in person or by proxy) to:

- (a) authorise the Miton Directors to effect the Scheme; and
- (b) approve certain amendments to the Miton Articles (as described below).

The vote of the Miton Shareholders at the Miton General Meeting will be held by way of a poll.



### 13.2.3 *Amendments to the Miton Articles*

It is proposed that the Miton Articles be amended to:

- (a) ensure that any Miton Shares which are issued after the Articles are amended and before the Scheme Record Time (other than to Premier and/or its nominees) will be issued subject to the terms of the Scheme and the holders of such shares will be bound by the terms of the Scheme; and
- (b) ensure that, subject to the Scheme becoming Effective, any Miton Shares issued on or after the Scheme Record Time (other than to Premier and/or its nominees) will be compulsorily acquired by Premier, for consideration equal to the consideration per Miton Share to which such person would have been entitled had such Miton Shares been Scheme Shares.

The proposed amendments to the Miton Articles referred to above are set out in the Notice of the Miton General Meeting in Part X of this document.

### 13.2.4 *Entitlement to vote at the Miton Meetings*

Each holder of Miton Shares who is entered in Miton's register of members at the Voting Record Time will be entitled to attend and vote at the Miton Court Meeting and the Miton General Meeting. If either Miton Meeting is adjourned, only those Miton Shareholders on the register of members no later than 48 hours (excluding non-working days) before the date set for the adjourned Miton Meeting(s) will be entitled to attend and vote.

Each Miton Shareholder is entitled to appoint a proxy or proxies to attend and, on a poll, to vote instead of him or her. A proxy need not be a shareholder of Miton. A BLUE Form of Proxy for the Miton Court Meeting and a WHITE Form of Proxy for the Miton General Meeting accompany this document. To be valid, those Forms of Proxy must be duly completed and signed and must be received by Miton's Registrars, Link Asset Services, by 10.00 a.m. (for the Miton Court Meeting) and 10.10 a.m. (for the Miton General Meeting), both times on 7 October 2019 (or, in the case of an adjournment of either Miton Meeting, not later than 48 hours (excluding non-working days) before the time and date set for the adjourned Miton Meeting).

In the case of the Miton Court Meeting only, the BLUE Form of Proxy can also be handed to the Chairman of the Miton Court Meeting before the start of the meeting.

Miton Shareholders who return completed Forms of Proxy may still attend the Miton Meetings and vote in person if they wish. Where a Miton Shareholder votes in person, his/her proxy votes previously lodged with Miton will be excluded for the purposes of the poll.

Miton Shareholders are entitled to appoint one or more proxies in respect of some or all of their Miton Shares. Miton Shareholders are also entitled to appoint more than one proxy. A space has been included in the Forms of Proxy to allow Miton Shareholders to specify the number of Miton Shares in respect of which that proxy is appointed.

Miton Shareholders who return a Form of Proxy duly executed but leave this space blank will be deemed to have appointed a proxy in respect of all of their Miton Shares.

Miton Shareholders who wish to appoint more than one proxy in respect of their shareholding should photocopy the Forms of Proxy or contact Miton's Registrars, Link Asset Services, on the Shareholder Helpline on 0871 664 0300 (if calling from within the UK) or +44 (0) 371 664 0300 (if calling from outside the UK) for further Forms of Proxy. Lines are open between 9.00 a.m. and 5.30 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls to the Shareholder Helpline cost 12 pence per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that the Shareholder Helpline operators cannot provide advice on the merits of the Scheme, nor give any financial, tax, investment or legal advice.

If you hold your Miton Shares in uncertificated form (i.e. in CREST), you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the Notice of the Miton General Meeting set out in Part X of this document). Proxies submitted via CREST (under CREST participant ID RA10) must be received by Miton's Registrars, Link Asset Services not later than 10.00 a.m. on 7 October 2019 (in the case of the Miton Court Meeting) and by 10.10 a.m. on 7 October 2019 (in the case of the Miton General Meeting) or, in the case of an adjournment of either Miton Meeting, not later than 48 hours (excluding non-working days) before the time and date set for the adjourned Miton Meeting.

Miton Shareholders entitled to attend and vote at the Miton Meetings may appoint a proxy electronically by logging on to [www.signalshares.com](http://www.signalshares.com) citing your Investor Code (which can be found on your share certificate).

The completion and return of a Form of Proxy or the appointment of a proxy or proxies through CREST or by electronic means shall not prevent a Miton Shareholder from attending and voting in person at either Miton Meeting or any adjournment thereof, if a Miton Shareholder so wishes and is so entitled.

Further information on the action to be taken is set out on pages 9 to 11 of this document.

### **13.3 Sanction of the Scheme by the Court**

The Scheme also requires the sanction of the Court. Miton will give adequate notice of the date and time of the Miton Court Hearing, once known, by issuing an announcement through a Regulatory Information Service. The Miton Court Hearing is to be held on a date to be agreed between Miton, Premier and the Court. All Miton Shareholders are entitled to attend the Court Hearing in person or through Counsel to support or oppose the sanctioning of the Scheme by the Court.

The Scheme will become Effective on delivery of a copy of the Court Order to the Registrar of Companies. If the Scheme becomes Effective, it will be binding on all Miton Shareholders irrespective of whether or not they attended the Miton Meetings or voted in favour of the Scheme at the Miton Court Meeting or in favour of the Resolution at the Miton General Meeting. If the Scheme is not implemented by the Long Stop Date (or such later date (if any) as Miton and Premier may, with the consent of the Takeover Panel, agree and the Court may allow), the Scheme will not be implemented and the Merger will not proceed.

### **13.4 Modifications to the Scheme**

The Scheme contains a provision for Miton and Premier to consent jointly on behalf of all persons concerned, to any modification of, or addition to, the Scheme or to any condition approved or imposed by the Court. The Court would be unlikely to approve any modification of, or addition to, or impose a condition to, the Scheme which might be material to the interests of Miton Shareholders unless Miton Shareholders were informed of such modification, addition or condition and given the opportunity to vote on that basis. It would be a matter for the Court to decide, in its discretion, whether or not a further meeting of Miton Shareholders should be held in these circumstances.

## **14. Conditions to the Merger**

The Conditions to the Merger are set out in full in Part IV of this document. In particular, the Merger will be conditional, amongst other things, on (i) receipt of regulatory consent from the FCA, (ii) the Miton Meetings scheduled to take place on 9 October 2019 being, in the event of any adjournment(s), held no later than the 22nd day after the expected date of the Miton Meetings (or such later date (if any) as may be agreed between Premier and Miton and allowed by the Court), (iii) approval by the requisite majorities of Miton Shareholders at the Miton Meetings, (iv) the Scheme being sanctioned by the Court no later than the 22nd day after the expected date of the Miton Court Hearing (or such later date as may be agreed between Premier and Miton and allowed by the Court) and (v) the Scheme becoming Effective by the Long Stop Date.

## **15. Admission, dealings and settlement of New Shares**

Applications will be made by or on behalf of Premier to the London Stock Exchange for the New Shares to be admitted to trading on AIM. It is expected that Admission will become effective and that dealings in the New Shares will commence on AIM at or shortly after 8:00 a.m. on the next Business Day after the Effective Date. Premier Shares are already admitted to trading on AIM and to CREST. It is expected that all of the New Shares, when issued, will be capable of being held and transferred by means of CREST. The New Shares will be registered with ISIN number GB00BZB2KR63, SEDOL number BZB2KR63, and will be traded on AIM under the ticker symbol PAM.

## **16. Cancellation of admission of Miton Shares**

Prior to the Scheme becoming Effective and subject to any applicable requirements of the AIM Rules, an application will be made to the London Stock Exchange for the cancellation of the admission of Miton Shares to trading on AIM following the Effective Date.

On the basis of the indicative timetable set out on pages 12 and 13 of this document, the last day of dealings in, and registrations of transfers of, Miton Shares is expected to be the day of the Miton Court Hearing, following which dealings in the Miton Shares will be suspended from trading on AIM. No transfers of Miton Shares will be registered after this date. On the Effective Date, Miton will become a subsidiary undertaking (as defined in section 1162 of the Companies Act) of Premier and share certificates in respect of Miton Shares will cease to be valid and should be destroyed. In addition, after the Scheme Record Time, but before the Scheme becomes Effective, entitlements to Miton Shares held within the CREST system will be cancelled.

## **17. Settlement**

### ***Scheme consideration***

Subject to the Scheme becoming Effective, settlement of the consideration to which any Scheme Shareholder is entitled under the Scheme will be effected in the manner set out below:

#### **17.1 *Consideration where Miton Shares are held in uncertificated form (that is, in CREST)***

Where, at the Scheme Record Time, a Miton Shareholder holds Scheme Shares in uncertificated form, the settlement of entitlements to New Shares will be effected through CREST. Premier shall procure that Euroclear is instructed to credit the appropriate stock account in CREST of the relevant Scheme Shareholder with such relevant Scheme Shareholder's entitlement to New Shares as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date, provided that Premier reserves the right to settle all or part of such consideration in the manner set out in paragraph 17.2 of this Part II if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this paragraph 17.1 of this Part II.

#### **17.2 *Consideration where Miton Shares are held in certificated form (that is, not in CREST)***

Where, immediately prior to the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form, settlement of the share consideration due under the Scheme will be made by issuing the New Shares in certificated form. Definitive certificates for the New Shares will be despatched by first-class post or international standard post (as appropriate) (or by such other method as shall be approved by the Takeover Panel) within 14 days of the Effective Date to the address appearing on the register of members (or in the case of joint holders, at the address of that joint holder whose name stands first in the register of members of such joint holdings), and neither Premier nor Miton shall be responsible for any loss or delay in the transmission of certificates sent in this way and such certificates shall be sent at the risk of the person entitled thereto.

Temporary documents of title will not be issued pending the despatch by post of the new definitive share certificates. Persons wishing to register transfers of New Shares will be required to forward a completed transfer form to Premier's Registrar for certification and registration.

### **Special Dividend**

Subject to the Scheme becoming Effective, settlement of the Special Dividend to which any Miton Shareholder is entitled will be effected in the manner set out below:

#### **17.3 Payment of Special Dividend where Miton Shares are held in uncertificated form (that is, in CREST)**

Where, immediately prior to the Scheme Record Time (or if the Merger is implemented by way of a takeover offer, the date the Offer becomes or is declared unconditional in all respects), a Miton Shareholder holds Miton Shares in uncertificated form, settlement of the Special Dividend to which the Miton Shareholder is entitled shall be effected by Miton in accordance with that shareholder's normal instructions, by means of CREST (by Miton procuring that Euroclear is instructed to create an assured payment obligation in favour of the Miton Shareholder's payment bank in respect of the amount due to them), BACS transfer or cheque. CREST and BACS payments shall be made, and cheques shall be despatched, as soon as practicable after the Effective Date, and in any event within 10 Business Days of the Effective Date.

#### **17.4 Payment of Special Dividend where Miton Shares are held in certificated form (that is, not in CREST)**

Where immediately prior to the Scheme Record Time (or if the Merger is implemented by way of a takeover offer, the date the Offer becomes or is declared unconditional in all respects), a Miton Shareholder holds Miton Shares in certificated form, payment of the Special Dividend to which the Miton Shareholder is entitled shall be settled by Miton in accordance with that shareholder's normal instructions, by means of BACS transfer or cheque. BACS payments shall be made, and cheques shall be despatched, as soon as practicable after the Effective Date, and in any event within 10 Business Days of the Effective Date.

### **18. Fractional Entitlements**

Fractions of New Shares will not be allotted to Scheme Shareholders. Instead, fractional entitlements to New Shares will be aggregated and sold in the market as soon as possible after the Effective Date and the net proceeds of sale (after the deduction of all expenses and commissions incurred in connection with such sale, including any amount in respect of VAT thereon) will not be paid to persons accepting the Scheme but will be retained for the benefit of Premier.

### **19. General**

All documents and remittances sent by post will be sent at the risk of the person(s) entitled thereto.

### **20. Merger-related arrangements**

#### ***Non-disclosure Agreement***

Premier and Miton entered into a mutual non-disclosure agreement dated 31 July 2019 pursuant to which each of Premier and Miton have undertaken, among other things, to keep certain information relating to the Merger and the other party confidential and not to disclose it to third parties (other than to permitted parties) unless required by law or regulation.

### **21. Further information**

The full text of the Scheme is set out in Part III of this document. Your attention is also drawn to further information contained in this document as a whole, all of which forms part of the Explanatory Statement, and, in particular to the Conditions to the Merger set out in Part A of Part IV of this document, and the additional information set out in Part VII of this document.

### **22. Taxation**

Miton Shareholders should read Part VI of this document which contains a summary of certain limited aspects of the UK tax consequences of the Scheme. Miton Shareholders who are in any doubt as to their tax position should contact an appropriately authorised professional adviser immediately.

Miton Shareholders who are or may be subject to tax outside the UK should consult an appropriately authorised professional adviser as to the tax consequences of the Scheme.

### **23. Overseas Shareholders**

#### ***General***

The availability of the Scheme and the Merger to Overseas Shareholders may be affected by the laws of the relevant jurisdictions in which they are located. Overseas Shareholders should inform themselves about and should observe any applicable legal or regulatory requirements. It is the responsibility of all Overseas Shareholders to satisfy themselves as to the full compliance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.

The release, publication or distribution of this document and/or any accompanying documents in or into or from jurisdictions other than the UK may be restricted by law and therefore any persons who are subject to the law of any jurisdiction other than the UK should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the UK to vote their Miton Shares with respect to the Scheme at the Miton Court Meeting or the Miton General Meeting, or to appoint another person as proxy may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such Restricted Jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Merger disclaim any responsibility or liability for the violation of such restrictions by any person or any other failure to satisfy any applicable laws, regulations or requirements. This document and any accompanying documents have been prepared for the purpose of complying with English law, the AIM Rules, the rules of the London Stock Exchange and the Code and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside of the United Kingdom.

Unless otherwise determined by Premier or required by the Code, and permitted by applicable law and regulation, the Merger will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction or any other jurisdiction where to do so would violate the laws of that jurisdiction and no person may vote in favour of the Merger by any use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this document will not be and must not be, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction.

In any case where an Overseas Shareholder is resident, located or has a registered address in a Restricted Jurisdiction or where Premier is advised that the issue of New Shares to an Overseas Shareholder would or may infringe the laws of any jurisdiction outside the UK or would or may require Miton or Premier to obtain or observe any governmental or other consent or any registration, filing or other formality (including ongoing requirements) with which Miton or Premier is unable to comply, or which Miton or Premier regards as unduly onerous, Premier may, in its sole discretion determine that:

- the New Shares shall be issued to and sold on behalf of such shareholder with the net proceeds of such sale being remitted to such shareholder; or
- the New Shares shall instead be issued to a nominee appointed by Premier on behalf of such holder on terms that the nominee shall, as soon as reasonably practicable following the Effective Date, sell the New Shares so issued with the net proceeds of such sale being remitted to such Overseas Shareholder.

#### ***Additional information for US investors***

The New Shares have not been and will not be registered under the US Securities Act or the securities laws of any state or other jurisdiction of the United States. Accordingly, the New Shares may not be offered, sold, resold, delivered, distributed or otherwise transferred, directly or indirectly, in or into the

United States absent registration under the US Securities Act or an exemption therefrom. The New Shares are expected to be issued in reliance upon the exemption from the registration requirements of the US Securities Act provided by Section 3(a)(10) thereof. Miton Shareholders who will be affiliates of Premier after the Effective Date will be subject to certain US transfer restrictions relating to the New Shares received pursuant to the Scheme.

The receipt of New Shares pursuant to the Merger by a US Holder may be a taxable transaction for US federal income tax purposes and under applicable state and local, as well as foreign and other, tax laws. US Holders are urged to consult an independent professional adviser immediately regarding the tax consequences of the Merger.

### ***Action to be taken***

The Scheme is subject to the satisfaction, or waiver, of the Conditions referred to in paragraph 14 above and set out in full in Part IV of this document. In order to become Effective, the Scheme must be approved by a majority in number of those Scheme Shareholders who are present and vote either in person or by proxy at the Miton Court Meeting and who represent 75 per cent. or more in nominal value of all Scheme Shares voted by such Scheme Shareholders. Implementation of the Scheme will also require the passing of the Resolution at the Miton General Meeting by Miton Shareholders representing at least 75 per cent. in nominal value of the Miton Shares voted either in person or by proxy at the meeting.

The Miton Court Meeting and the Miton General Meeting will both be held at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH. The Miton Court Meeting will be held at 10.00 a.m. on 9 October 2019 and the Miton General Meeting will be held at 10.10 a.m. on the same date (or, if later, as soon thereafter as the Miton Court Meeting has been concluded or adjourned). Under the Companies Act, the Scheme is also subject to the sanction of the Court. Premier, which currently does not hold any Miton Shares, will not exercise its voting rights at the Miton Court Meeting or the Miton General Meeting if it becomes a holder of any such shares before the Voting Record Time. If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, including those who did not vote or who voted against it at either one or both of the Miton Meetings.

You will find accompanying this document:

- (a) a BLUE Form of Proxy for use in respect of the Miton Court Meeting; and
- (b) a WHITE Form of Proxy for use in respect of the Miton General Meeting.

### ***Forms of Proxy***

**Whether or not you plan to attend both or either of the Miton Meetings, please complete and sign the accompanying Forms of Proxy and return them in accordance with the instructions printed thereon as soon as possible but, in any event, so as to be received by Miton's Registrars, Link Asset Services, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom not later than 48 hours (excluding non-working days) before the time of the relevant meeting. Forms of Proxy have a pre-paid address for your convenience for use in the UK only. Forms of Proxy sent by fax only will not be valid.**

**If the BLUE Form of Proxy for use at the Miton Court Meeting is not lodged by the above time, it may be handed to the Chairman of the Miton Court Meeting before the taking of the poll and will still be valid. However, in the case of the Miton General Meeting, unless the WHITE Form of Proxy is lodged so as to be received by 10.10 a.m. on 7 October 2019 (or, if the Miton General Meeting is adjourned, 48 hours (excluding non-working days) before the time fixed for the Miton General Meeting), it will be invalid. The WHITE Form of Proxy may NOT be handed to the Chairman of the Miton General Meeting. The completion and return of the Forms of Proxy will not prevent you from attending and voting at either the Miton Court Meeting or the Miton General Meeting, or any adjournment thereof, in person should you wish to do so.**

**If you hold your Miton Shares in uncertificated form (that is, in CREST), you may vote using the CREST Proxy Voting service in accordance with the procedures set out in the CREST Manual. Please also refer to the accompanying notes for the Notice of the Miton General Meeting set out at the end of this document.**

Proxies submitted via CREST (under CREST ID RA10) must be received by Miton's Registrars, Link Asset Services, not later than 10.00 a.m. on 7 October 2019 in the case of the Miton Court Meeting and 10.10 a.m. on 7 October 2019 in the case of the Miton General Meeting (or, in the case of an adjourned meeting, not later than 48 hours (excluding non-working days) prior to the time and date set for the adjourned meeting (excluding non-working days).

It is important that, for the Miton Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Miton Shareholder opinion. You are therefore strongly urged to sign and return your Forms of Proxy, or appoint a proxy through CREST, as soon as possible.

If the Scheme becomes Effective the New Shares will be issued to you and you will become a shareholder in Premier. Miton Shareholders should note that following Admission, the value of any investment in the New Shares may go down as well as up and investors may therefore be unable to recover the value of their original investment. The market value of the New Shares can fluctuate and may not always reflect the value of the underlying Combined Group business. A number of factors outside the control of Premier may impact on its performance and the price of New Shares. Such factors include changes in the global, political, economic, business, competitive, market and regulatory forces, and more specifically: future exchange and interest rates and the performance of financial markets generally; the policies and actions of regulatory authorities; the impact of competition, inflation and deflation; the impact of changes in capital, solvency or accounting standards; changes in tax rates; the timing, impact and other uncertainties of future business combinations or dispositions within relevant industries; and other legislation and regulations in the jurisdictions in which the Wider Premier Group and its affiliates (and, after completion of the Merger, the Combined Group) operate. For example, the ongoing uncertainty regarding the UK's intention to leave the European Union and the process of withdrawal ("**Brexit**") could have a significant impact on the financial condition of each business and/or the Combined Group. The extent of the impact would depend in part on the nature of the arrangements that are put into place between the UK and the European Union following Brexit. Unless you are a Restricted Shareholder, you should consider whether New Shares are a suitable investment in light of your own personal circumstances and you are, therefore, strongly advised to seek your own independent financial, tax and legal advice in light of your own particular circumstances and investment objectives before deciding whether to vote in favour of the Scheme.

Please refer to paragraph 23 of Part II of this document if you are an Overseas Shareholder.

**If you have any further questions, including in relation to the completion and return of the Forms of Proxy or submitting your votes or proxies via CREST, please call Miton's Registrars, Link Asset Services, by telephone on the Shareholder Helpline on 0871 664 0300 (if calling from within the UK) or on +44 (0) 371 664 0300 (if calling from outside the UK). Lines are open from 9.00 a.m. to 5.30 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls to the Shareholder Helpline cost 12 pence per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that the Shareholder Helpline operators cannot provide advice on the merits of the Scheme, nor give financial, tax, investment or legal advice.**

Notices convening the Miton Court Meeting and the Miton General Meeting are set out in Part IX and Part X of this document.

Yours faithfully

**Andrew Malcolm**

*Partner*

For and on behalf of Spencer House

## PART III

### THE SCHEME OF ARRANGEMENT

#### SCHEME OF ARRANGEMENT (under Part 26 of the Companies Act 2006)

#### BETWEEN

MITON GROUP PLC

#### AND

THE SCHEME SHAREHOLDERS  
(as each is hereinafter defined)

#### PRELIMINARY

(A) In this Scheme the following words and expressions shall have the following meanings:

“£”	the lawful currency of the United Kingdom from time to time
“Admission”	the admission of the New Shares to trading on AIM
“Business Day”	a day, other than a Saturday, Sunday, public holiday or bank holiday, on which banks are generally open for normal business in the City of London
“certificated form” or “in certificated form”	in relation to a share or other security, a share or other security title to which is recorded in the relevant register of the share or other security as being held in certificated form (that is, not in CREST)
“Code”	the UK Code on Takeovers and Mergers issued by the Takeover Panel
“Companies Act”	the Companies Act 2006, as amended from time to time
“Company”	Miton Group plc, incorporated in England and Wales with registered number 05160210 and whose registered office is at 6th Floor, Paternoster House, 65 St. Paul’s Churchyard, London, EC4M 8AB
“Court”	the High Court of Justice, Business and Property Courts of England and Wales, Companies Court
“CREST”	the relevant system (as defined in the Regulations) in respect of which Euroclear is the Operator (as defined in the Regulations) in accordance with which securities may be held and transferred in uncertificated form
“Effective Date”	the date upon which this Scheme becomes effective
“Euroclear”	Euroclear UK & Ireland Limited
“Excluded Shares”	any Miton Shares at the Scheme Record Time: (i) of which Premier or any member of the Premier Group is the registered holder; (ii) which are beneficially owned by Premier or any other member of the Premier Group; or (iii) which are held by the Company in treasury



<b>“holder”</b>	includes any person entitled by transmission
<b>“Latest Practicable Date”</b>	16 September 2019, being the latest practicable date prior to the date of publication of the Scheme Circular
<b>“Link Asset Services”</b>	a trading name of Link Market Services Limited, the Company’s registrars
<b>“Miton Court Hearing”</b>	the hearing by the Court of the application to sanction the Scheme under Part 26 of the Companies Act
<b>“Miton Court Meeting”</b>	the meeting of the Scheme Shareholders to be convened at the direction of the Court pursuant to Part 26 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment), including any adjournment thereof
<b>“Miton General Meeting”</b>	the general meeting of the Company to consider and, if thought fit, pass, amongst other things, the special resolution in connection with the Scheme, including any adjournment thereof
<b>“Miton Shares”</b>	ordinary shares of £0.001 each in the capital of the Company
<b>“Miton Shareholders”</b>	holders of Miton Shares
<b>“New Shares”</b>	new ordinary shares of £0.0002 each in the capital of Premier to be allotted and issued to Scheme Shareholders pursuant to clause 2.1 of this Scheme
<b>“Premier”</b>	Premier Asset Management Group PLC, a public limited company incorporated in England and Wales with registered number 06306664 whose registered office is at Eastgate Court, High Street, Guildford, Surrey GU1 3DE
<b>“Premier Group”</b>	Premier and its subsidiaries and subsidiary undertakings from time to time
<b>“Premier’s Registrar”</b>	Link Asset Services of The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU
<b>“Premier Shares”</b>	ordinary shares of £0.0002 each in the capital of Premier
<b>“Registrar of Companies”</b>	the Registrar of Companies in England and Wales
<b>“Regulations”</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended from time to time
<b>“Scheme”</b>	this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court
<b>“Scheme Circular”</b>	the circular dated 17 September 2019 sent by the Company to Miton Shareholders of which this Scheme forms part
<b>“Scheme Record Time”</b>	6.00 p.m. on the Business Day falling on the date of the Miton Court Hearing
<b>“Scheme Shareholders”</b>	holders of Scheme Shares

<b>“Scheme Shares”</b>	all Miton Shares:  (a) in issue as at the date of the Scheme Circular;  (b) (if any) issued after the date of the Scheme Circular and prior to the Voting Record Time; and  (c) (if any) issued on or after the Voting Record Time and at or prior to the Scheme Record Time, in respect of which the original or any subsequent holders thereof will be bound by the Scheme,  in each case other than the Excluded Shares
<b>“subsidiary”</b>	has the meaning given in section 1159 of the Companies Act
<b>“subsidiary undertaking”</b>	has the meaning given in section 1162 of the Companies Act
<b>“Takeover Panel”</b>	the UK Panel on Takeovers and Mergers
<b>“uncertificated form” or “in uncertificated form”</b>	in relation to a share or other security, a share or other security title to which is recorded on the relevant register as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST
<b>“Voting Record Time”</b>	6.30 p.m. (London time) on the day which is two Business Days before the date of the Miton Court Meeting or any adjournment thereof (as the case may be)

References to clauses are to clauses of this Scheme and references to time are to London time.

- (B) As at the Latest Practicable Date, the issued ordinary share capital of the Company was £172,635.41, divided into 172,635,411 ordinary shares of £0.001 each, all of which were credited as fully paid and none of which were held in treasury.
- (C) As at the Latest Practicable Date, the issued ordinary share capital of Premier was £50,000.00 divided into 105,801,310 ordinary shares of £0.0002 pence each with an aggregate nominal value of £21,160.26, all of which were credited as fully paid and none of which were held in treasury, and one deferred share with a nominal value of £28,839.74.
- (D) As at the Latest Practicable Date, no member of the Premier Group beneficially owns any Miton Shares.
- (E) Premier has agreed to appear by counsel at the Miton Court Hearing to sanction this Scheme and to undertake to the Court to be bound by this Scheme, and to execute and do, or procure to be executed and done, all such documents, acts or things as may be necessary or desirable to be executed or done by it or on its behalf for the purpose of giving effect to this Scheme.
- (F) Premier will rely upon the Court’s sanctioning of the Scheme for the purpose of qualifying for the exemption from the registration requirements of the US Securities Act of 1933, as amended, provided by section 3(a)(10) therefor with respect to the New Shares to be issued pursuant to the Scheme.

## **1. Transfer of Scheme Shares**

- 1.1 On the Effective Date, Premier (or such of its nominee(s) as are agreed between Premier and the Company) shall acquire all of the Scheme Shares, fully paid-up and free from all options, liens, charges, encumbrances and other interests.
- 1.2 For such purposes, the Scheme Shares shall be transferred to Premier (or such of its nominee(s) as are agreed between Premier and the Company) and such transfer shall be effected by means

of a form of transfer or other instrument or instruction of transfer, and to give effect to such transfer any person may be appointed by the Company as attorney and/or agent and/or otherwise and shall be authorised as such attorney and/or agent and/or otherwise to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer (whether as a deed or otherwise) of such Scheme Shares and every form, instrument or instruction of transfer so executed shall be fully effective.

- 1.3 Pending the transfer of the Scheme Shares pursuant to clause 1.2 and until the register of members of the Company is updated to reflect that transfer, each Scheme Shareholder irrevocably appoints, with effect from (and including) the Effective Date, Premier and/or its nominee(s) as their attorney and/or agent and/or otherwise on their behalf (in place of and to the exclusion of the relevant Scheme Shareholder) to exercise any voting rights attached to the Scheme Shares and any or all rights and privileges attaching to the Scheme Shares, to sign any consent to short notice of a general or separate class meeting and to execute a form of proxy in respect of such shares appointing any person nominated by Premier to attend general and separate class meetings of the Company and authorises the Company to send to Premier any notice, circular, warrant or other document or communication which may be required to be sent to them as a member of the Company, such that from (and including) the Effective Date, no Scheme Shareholder shall be entitled to exercise any voting rights attached to the Scheme Shares or any other rights or privileges attaching to the Scheme Shares.

## **2. Consideration for the transfer of the Scheme Shares**

- 2.1 In consideration of the transfer of the Scheme Shares to Premier, Premier shall, subject to the remaining provisions of this Scheme, issue to each Scheme Shareholder (as appearing in the register of members of the Company at the Scheme Record Time), 0.30186 of a New Share per Scheme Share held by the Scheme Shareholder at the Scheme Record Time.
- 2.2 The New Shares issued pursuant to clause 2.1 and the remaining provisions of this Scheme shall be issued credited as fully paid and will rank *pari passu* in all respects with the Premier Shares in issue at the time the New Shares are issued, including in relation to the right to receive notice of, and to attend and vote at, general meetings of Premier, the right to receive and retain any dividends and other distributions declared, made or paid by reference to a record date falling after the Effective Date and to participate in the assets of Premier upon a return of capital whether on a winding-up of Premier or otherwise.

## **3. Fractional Entitlements**

- 3.1 No fractions of New Shares shall be allotted to any Scheme Shareholder, but all fractions of New Shares to which Scheme Shareholders would otherwise have been entitled shall be aggregated and the aggregate of such fractions (rounded down to the nearest whole share) shall be allotted and issued to a person appointed by Premier as its nominee on such terms that the nominee shall be authorised to procure that such New Shares shall, as soon as possible after the Effective Date, be sold and the net proceeds (after the deduction of all expenses and commissions incurred in connection with such sale, including any amount in respect of VAT thereon) shall be retained for the benefit of Premier.

## **4. Settlement**

- 4.1 Where, immediately prior to the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form, Premier shall despatch certificates for the New Shares to which a Scheme Shareholder becomes entitled as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date.
- 4.2 Where, immediately prior to the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in uncertificated form, settlement of entitlements to New Shares will be effected through CREST. Premier shall procure that Euroclear is instructed to credit the appropriate stock account in CREST of the relevant Scheme Shareholder with such relevant Scheme Shareholder's entitlement to New Shares as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date, provided that Premier reserves the right to settle all or part of such

consideration in the manner set out in clause 4.1 if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this clause 4.2.

- 4.3 Where immediately prior to the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form, settlement of any cash amounts to which the Scheme Shareholder is entitled pursuant to clause 5 shall be settled by cheque. Cheques shall be despatched as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date.
- 4.4 Where, immediately prior to the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in uncertificated form, settlement of any cash amounts to which the Scheme Shareholder is entitled pursuant to clause 5 shall be effected by means of CREST by Premier procuring that Euroclear is instructed to create an assured payment obligation in favour of the Scheme Shareholder's payment bank in respect of the cash amount due to them as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date, in accordance with the CREST assured payment arrangements, provided that Premier reserves the right to make (or procure) such payment by cheque as set out in clause 4.3 if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this clause 4.4.
- 4.5 As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST on or prior to the Effective Date.
- 4.6 All deliveries of notices and/or share certificates and/or cheques required to be made under this Scheme shall be made by sending the same by first class post or international standard post (as appropriate) (or by such other method as may be approved by the Takeover Panel) addressed to the person entitled thereto to the address appearing in the register of members of the Company or, in the case of joint holders, to the address of the holder whose name stands first in such register in respect of the joint holding concerned at such time.
- 4.7 All cheques shall be in pounds sterling and drawn on a United Kingdom clearing bank and shall be made payable to the Scheme Shareholder concerned or, in the case of joint holders, to the holder whose name stands first in the register of members of the Company in respect of the joint holding concerned at the Scheme Record Time and the encashment of any such cheque or the creation of any such assured payment obligation as is referred to in clause 4.4 shall be a complete discharge to Premier for the moneys represented thereby.
- 4.8 Neither the Company nor Premier shall be responsible for any loss or delay in the transmission of share certificates or cheques sent to Scheme Shareholders in accordance with clause 4.6 which shall be posted at the risk of the Scheme Shareholder.

## **5. Restricted Shareholders**

The provisions of clauses 2, 3 and 4 shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if in the case of any Scheme Shareholder, Premier is advised at the relevant time that the law of a country or territory outside the United Kingdom precludes the allotment, issue or delivery to it of New Shares under clause 4 or precludes the same except after compliance by the Company or Premier (as the case may be) with any governmental or other consent or any registration, filing or other formality with which the Company or Premier (as the case may be) is unable to comply or compliance with which the Company or Premier (as the case may be) regards as unduly onerous, then Premier may determine in its sole discretion that (i) the New Shares shall be issued to and sold on behalf of such shareholder with the net proceeds of such sale being remitted to such shareholder, or (ii) the New Shares shall instead be issued to a nominee appointed by Premier on behalf of such holder on terms that the nominee shall, as soon as reasonably practicable following the Effective Date, sell the New Shares so issued with the net proceeds of such sale being remitted to such Overseas Shareholder.

## **6. Certificates in respect of Scheme Shares**

As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST on or prior to the Effective Date. With effect from the Effective Date:

- (a) all certificates representing Scheme Shares shall cease to be valid with respect to the shares represented thereby;
- (b) Euroclear shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form;
- (c) Link Asset Services shall be authorised to rematerialise entitlements to Scheme Shares in uncertificated form; and
- (d) the Company shall make, or procure to be made, the appropriate entries in its register of members to reflect the transfer of the Scheme Shares.

## **7. Mandates**

All mandates relating to the monetary payment of dividends on the Scheme Shares and other instructions, including communications preferences, given to the Company by Scheme Shareholders and in force at the Scheme Record Time shall, unless and until revoked or amended, be deemed as from the Effective Date to be valid and effective mandates or instructions to Premier in relation to the New Shares issued in respect thereof, except to the extent that a Scheme Shareholder already holds Premier Shares at the Scheme Record Time (and Premier's Registrar is able to match such holdings), in which case any mandates and instructions in relation to those existing Premier Shares will also apply to the New Shares issued to that Scheme Shareholder and any mandate held in respect of the Miton Shares will be disregarded.

## **8. The Effective Date**

- 8.1 This Scheme shall become effective as soon as a copy of the order of the Court under Part 26 of the Companies Act sanctioning the Scheme shall have been delivered to the Registrar of Companies.
- 8.2 Unless this Scheme becomes Effective on or before 31 January 2020 or such later date, if any, as the Company and Premier may agree (with the Takeover Panel's consent) and the Court may allow, this Scheme shall not become effective.

## **9. Modification**

The Company and Premier may jointly consent on behalf of all persons concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose.

## **10. Governing law**

This Scheme is governed by English law and is subject to the exclusive jurisdiction of the Court. The rules of the Code also apply to this Scheme.

Dated 17 September 2019

## PART IV

### CONDITIONS AND CERTAIN FURTHER TERMS OF THE MERGER

#### A: CONDITIONS TO THE MERGER

The Merger will be conditional upon the Scheme becoming unconditional and becoming effective, subject to the provisions of the Code, by no later than the Long Stop Date, or such later date (if any) as Premier and Miton may agree, with the consent of the Takeover Panel, and the Court may allow.

#### Scheme Approval

The Scheme will be conditional upon:

- (a) its approval by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders (or the relevant class or classes thereof, if applicable) present and voting, either in person or by proxy, at the Miton Court Meeting and at any separate class meeting which may be required by the Court (or at any adjournment of any such meeting) on or before the 22nd day after the expected date of the Miton Court Meeting set out in this document (or such later date, if any, as Premier and Miton may agree and the Court may allow);
- (b) all resolutions necessary to approve and implement the Scheme being duly passed by the requisite majority or majorities at the Miton General Meeting (or at any adjournment of that meeting) on or before the 22nd day after the expected date of the Miton General Meeting set out in this document (or such later date, if any, as Premier and Miton may agree and the Court may allow); and
- (c) the sanction of the Scheme with or without modification (but subject to any such modification being acceptable to Premier and Miton) by the Court on or before the 22nd day after the expected date of the Miton Court Hearing set out in this document (or such later date, if any, as Premier and Miton may agree and the Court may allow) and the delivery of a copy of the Court Order to the Registrar of Companies.

In addition, Premier and Miton have agreed that the Merger will be conditional upon the following conditions and, accordingly, the necessary actions to make the Scheme effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

#### Premier Shareholder approval

- (d) the passing at the Premier General Meeting (or at any adjournment thereof) of the Premier Resolution to authorise the allotment and issue of New Shares to Scheme Shareholders (and any other Miton Shareholders whose Miton Shares are issued after the Scheme becomes Effective);

#### Admission to trading

- (e) the London Stock Exchange having acknowledged to Premier or its agent (and such acknowledgement not having been withdrawn) that the New Shares will be admitted to trading on AIM;

#### Approval under FSMA

- (f) in respect of Premier, the appropriate regulator (as defined in section 178(2A) of FSMA) of each UK authorised person (as defined in section 191G of FSMA) within the Wider Miton Group in which Premier intends to acquire or increase control:
  - (i) having given notice for the purposes of section 189(4)(a) of FSMA that it has determined to approve the acquisition or increase in control on terms reasonably satisfactory to Premier; or
  - (ii) being treated, by virtue of section 189(6) of FSMA, as having approved such acquisition of or increase in control,

where references to FSMA are read, where applicable, with the Financial Services and Markets Act 2000 (Controllers) (Exemptions) Order 2009;

#### **Other regulatory approvals**

- (g) no government, governmental, quasi-governmental, supranational, statutory or regulatory body, trade agency, association, institution or professional body having responsibility for the regulation or supervision of banking, consumer credit or financial services having:
- (i) withdrawn or refused to renew, or threatened to withdraw or to refuse to renew, any licence or permission; or
  - (ii) instituted, implemented, taken or omitted, or threatened to take or to omit, any other action, the effect of which would be materially and adversely to affect the businesses, assets, prospects or profits of the Wider Miton Group (save as Disclosed) or the Wider Premier Group, and upon no such licences or permissions terminating or otherwise becoming invalid as a result of the Merger or its implementation the effect of which would be materially and adversely to affect the businesses, assets, prospects or profits of the Wider Miton Group or the Wider Premier Group;

#### **General Third Party clearances and regulatory**

- (h) other than in respect of Condition (f) above, no government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution or any other body or person whatsoever in any jurisdiction (each a “**Third Party**”) having decided to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or enacted, made or proposed any statute, regulation, decision or order, or having taken any other steps which would or might reasonably be expected to:
- (i) require, prevent or delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Premier Group or any member of the Wider Miton Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider Premier Group or the Wider Miton Group, in either case taken as a whole;
  - (ii) require, prevent or delay the divestiture by any member of the Wider Premier Group of any shares, securities or other interests in any member of the Wider Miton Group;
  - (iii) impose any material limitation on, or result in a delay in, the ability of any member of the Wider Premier Group directly or indirectly to acquire or to hold or to exercise effectively, directly or indirectly, any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Miton Group or the Wider Premier Group or to exercise management control over any such member;
  - (iv) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Premier Group or of any member of the Wider Miton Group to an extent which is material in the context of the Wider Premier Group or the Wider Miton Group, in either case taken as a whole;
  - (v) make the Merger or its implementation or the acquisition or proposed acquisition by Premier or any member of the Wider Premier Group of any shares or other securities in, or control of Miton void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, delay or otherwise interfere with the same, or impose additional conditions or obligations with respect thereto, or otherwise challenge or interfere therewith;
  - (vi) require any member of the Wider Premier Group or the Wider Miton Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Miton Group or the Wider Premier Group owned by any third party;

- (vii) impose any limitation on, or result in any delay of, the ability of any member of the Wider Miton Group or the Wider Premier Group to integrate or co-ordinate its business, or any part of it, with the businesses of any other member of the Wider Miton Group or the Wider Premier Group which is adverse to and material in the context of the Wider Miton Group or the Wider Premier Group, in each case taken as a whole or in the context of the Merger; or
- (viii) result in any member of the Wider Miton Group or the Wider Premier Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Merger or the acquisition or proposed acquisition of any Miton Shares having expired, lapsed or been terminated;

- (i) other than in relation to the regulatory approvals referred to in Condition (f) above, all necessary filings or applications having been made in connection with the Merger and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Merger or the acquisition by any member of the Wider Premier Group of any shares or other securities in, or control of, Miton and all authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals reasonably deemed necessary or appropriate by Premier or any member of the Wider Premier Group for or in respect of the Merger or the proposed acquisition of any shares or other securities in, or control of, Miton by any member of the Wider Premier Group having been obtained in terms and in a form reasonably satisfactory to Premier from all appropriate Third Parties or persons with whom any member of the Wider Miton Group has entered into contractual arrangements and all such authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals together with all material authorisations orders, recognitions, grants, licences, confirmations, clearances, permissions and approvals necessary or appropriate to carry on the business of any member of the Wider Miton Group which is material in the context of the Premier Group or the Miton Group as a whole remaining in full force and effect and all filings necessary for such purpose have been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Merger becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;

**Certain matters arising as a result of any arrangement, agreement etc.**

- (j) save as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Miton Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, which in consequence of the Merger or the proposed acquisition of any shares or other securities in Miton or because of a change in the control or management of Miton or otherwise, could or might result in (in each case to an extent which is material and adverse in the context of the Wider Miton Group as a whole, or in the context of the Merger):
  - (i) any moneys borrowed by or any other indebtedness (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow moneys or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
  - (ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
  - (iii) any assets or interests of any such member being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged;



- (iv) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any such member;
- (v) the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or adversely affected;
- (vi) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
- (vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or
- (viii) the creation of any liability, actual or contingent, by any such member,

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Miton Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, could result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this Condition (in each case to the extent which is material in the context of the Wider Miton Group taken as a whole);

#### **Certain events occurring since 31 December 2018**

- (k) save as Disclosed, no member of the Wider Miton Group having, since 31 December 2018:
  - (i) save as between Miton and wholly-owned subsidiaries of Miton or for Miton Shares issued pursuant to the exercise of options or vesting of awards granted under the Miton Share Plans, issued, authorised or proposed the issue of additional shares of any class;
  - (ii) save as between Miton and wholly-owned subsidiaries of Miton, or for the grant of options or awards under the Miton Share Plans, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
  - (iii) other than to another member of the Miton Group or as provided for in this document as the Special Dividend and any Additional Miton Dividend, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution whether payable in cash or otherwise;
  - (iv) save for intra-Miton Group transactions, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case, (i) other than in the ordinary course of business and (ii) which is material in the context of the Wider Miton Group taken as a whole;
  - (v) save for intra-Miton Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital in each case, to the extent which is material in the context of the Wider Miton Group taken as a whole;
  - (vi) issued, authorised or proposed the issue of any debentures or (save for intra-Miton Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any guarantee or contingent liability;
  - (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital, in each case, to the extent which is material in the context of the Wider Miton Group taken as a whole;

- (viii) other than pursuant to the Merger (and except for transactions between Miton and its wholly-owned subsidiaries or between wholly-owned subsidiaries of Miton which are not material in the context of the Wider Miton Group) implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement;
- (ix) entered into or changed the terms of any contract with any director or senior executive;
- (x) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which is or could be restrictive on the businesses of any member of the Wider Miton Group or the Wider Premier Group or which involves or could involve an obligation of such a nature or magnitude other than in the ordinary course of business and which is material or would be reasonably likely to be material in the context of the Wider Miton Group taken as a whole;
- (xi) (other than in respect of a member which is dormant and was solvent at the relevant time) taken any corporate action or had any legal proceedings started or threatened against it for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed, and in each such case, to the extent which is material in the context of the Wider Miton Group taken as a whole;
- (xii) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Miton Group other than to a nature and extent which is normal in the context of the business concerned, and in each such case which is material or would be reasonably likely to be material in the context of the Wider Miton Group taken as a whole;
- (xiii) waived or compromised any claim otherwise than in the ordinary course of business and in any case which is material or would be reasonably likely to be material in the context of the Wider Miton Group taken as a whole;
- (xiv) entered into any contract, commitment, arrangement or agreement or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition;
- (xv) having made or agreed or consented to any change to:
  - (1) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Miton Group for its directors, employees or their dependents;
  - (2) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
  - (3) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
  - (4) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, to the extent which is material in the context of the Wider Miton Group taken as a whole;
- (xvi) proposed, agreed to provide or modified the terms of the Miton Share Plans or any share option scheme, incentive scheme or other benefit constituting a material change relating to the employment or termination of employment of a material category of persons employed by the Wider Miton Group or which constitutes a material change to the terms or conditions of employment of any senior employee of the Wider Miton Group, save as agreed by the Takeover Panel or by Premier; or

- (xvii) having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Takeover Panel or the approval of Miton Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code.

**No adverse change, litigation or regulatory enquiry**

- (l) save as Disclosed, since, in the case of Miton, 31 December 2018 or in the case of Premier, 30 September 2018:
  - (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects of any member of the Wider Miton Group or the Wider Premier Group which, in any such case, is material in the context of the Wider Miton Group or the Wider Premier Group taken as a whole and no circumstances have arisen which would or might reasonably be expected to result in any such adverse change;
  - (ii) (other than as a result of or in connection with the Merger), no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Miton Group or the Wider Premier Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no investigation by any Third Party against or in respect of any member of the Wider Miton Group or the Wider Premier Group having been instituted announced or threatened by or against or remaining outstanding in respect of any member of the Wider Miton Group or the Wider Premier Group which in any such case, has had or might reasonably be expected to have an adverse effect that is material in the context of the Wider Miton Group or the Wider Premier Group; and
  - (iii) no contingent or other liability having arisen or become apparent to Premier or Miton (other than in the ordinary course of business) which will or might be likely to adversely affect the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Miton Group or the Wider Premier Group to an extent which is material in the context of the Wider Miton Group or the Wider Premier Group taken as a whole;

**No withdrawal, cancellation, termination or modification of licence**

- (m) save as Disclosed, no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Miton Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is material and has had, or might reasonably be expected to have, a material adverse effect on the Wider Miton Group taken as a whole;

**No discovery of certain matters**

- (n) save as Disclosed, Premier not having discovered:
  - (i) that any financial, business or other information concerning the Wider Miton Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Miton Group is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading;
  - (ii) that any member of the Wider Miton Group is subject to any liability (contingent or otherwise); or
  - (iii) any information which affects the import of any information disclosed at any time prior to the Announcement by or on behalf of any member of the Wider Miton Group to any member of the Wider Premier Group,

in each case, to the extent which is material in the context of the Wider Miton Group taken as a whole;

## **Anti-corruption, sanctions and criminal property**

- (o) save as Disclosed, Premier not having discovered that:
- (i) any past or present member, director, officer or employee of the Wider Miton Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anticorruption legislation; or (b) any person who performs or has performed services for or on behalf of the Wider Miton Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anticorruption legislation; or
  - (ii) any material asset of any member of the Wider Miton Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition); or
  - (iii) any past or present member, director, officer or employee of the Miton Group has engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (a) any government, entity or individual in respect of which US or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HM Treasury & Customs; or (b) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the European Union or any of its member states, in each case to an extent which is material in the context of the Wider Miton Group taken as a whole; or
  - (iv) no member of the Miton Group being engaged in any transaction which would cause Premier to be in breach of any law or regulation upon its acquisition of Miton, including the economic sanctions of the United States Office of Foreign Assets Control, or HM Treasury & Customs, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the European Union or any of its member states.

## **B: WAIVER AND INVOCATION OF THE CONDITIONS**

1. Subject to the requirements of the Takeover Panel in accordance with the Code:
  - (a) Premier reserves the right to waive, in whole or in part, all or any of the Conditions above, except for Conditions (a) to (e), which cannot be waived, and Condition (l), except so far as it relates to the Wider Premier Group, or any part thereof; and
  - (b) Miton reserves the right to waive, in whole or in part Condition (l), except so far it relates to the Wider Miton Group, or any part thereof.
2. Conditions (d) to (o) (inclusive) must be fulfilled or (where permissible as stated above) waived by no later than 11.59 p.m. on the date immediately preceding the date of the Miton Court Hearing, failing which the Scheme will lapse. Neither Premier nor Miton shall be under any obligation to waive or treat as satisfied Condition (j) by a date earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding that the other Conditions of the offer may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
3. Premier undertakes that it will immediately before the Miton Court Hearing provide notice in writing to Miton that either: (i) the Conditions (except Conditions (a) to (c) have each been satisfied or that Premier has waived or treated as satisfied such Conditions; or (ii) it intends to invoke or treat as incapable of satisfaction each or any Condition, which will always be subject to the Takeover Panel's consent.
4. Under Rule 13.5 of the Code, Premier may not invoke a condition to the Merger so as to cause the Merger not to proceed, to lapse or to be withdrawn unless the circumstances which give rise

to the right to invoke the condition are of material significance to Premier in the context of the Merger. Conditions (a) to (e) (inclusive) are not subject to this provision of the Code.

5. Under Rule 13.6 of the Code, Miton may not invoke, or cause or permit Premier to invoke, any condition to the Merger, unless the circumstances which give rise to the right to invoke the conditions are of material significance to the Miton Shareholders in the context of the Merger.

#### **C: IMPLEMENTATION BY WAY OF OFFER**

Premier reserves the right, with the consent of the Takeover Panel and Miton, or, in certain circumstances, without the consent of Miton, to implement the Merger by way of a takeover offer (as defined in Part 28 of the Companies Act 2006). In such event, such Offer will be implemented on the same terms, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments, including (without limitation and subject to the consent of the Takeover Panel) an acceptance condition that is set at 90 per cent. (or such lesser percentage, as Premier and Miton may decide after, to the extent necessary, consultation with the Takeover Panel, being in any case more than 50 per cent.) of the Miton Shares (i) in nominal value of the shares to which such Offer relates; and (ii) of the voting rights attached to those shares, and that is subject to the Premier and/or (with the consent of the Takeover Panel) any of its wholly-owned subsidiaries having acquired or agreed to acquire, whether pursuant to the Offer or otherwise, Miton Shares carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of Miton, including, for this purpose, any such voting rights attaching to Miton Shares that are unconditionally allotted or issued before the takeover offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise. The availability of the Merger to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.

#### **D: CERTAIN FURTHER TERMS OF THE MERGER**

The Scheme will be governed by English law and be subject to the jurisdiction of the Court. The Merger will comply with the applicable rules and regulations of the London Stock Exchange and the Code.

Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

If Premier is required by the Takeover Panel to make an offer for Miton Shares under the provisions of Rule 9 of the Code, Premier may make such alterations to any of the above Conditions as are necessary to comply with the provisions of that Rule.

Fractions of New Shares will not be allotted or issued to persons accepting the Scheme. Fractional entitlements to New Shares will be aggregated and sold in the market and the net proceeds of sale (after the deduction of all expenses and commissions incurred in connection with such sale, including any amount in respect of VAT thereon) will not be paid will not be paid to persons accepting the Scheme but will be retained for the benefit of Premier.

The offer will not be made, directly or indirectly, in or into, or by use of the mails of, or by any means or instrumentality (including, without limitation, facsimile transmission, telephone, internet or e-mail) of interstate or foreign commerce of, or of any facility of a national securities exchange of, any Restricted Jurisdiction and the Merger will not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction.

The New Shares to be issued pursuant to the Merger have not been and will not be registered under the United States Securities Act of 1933 (as amended) nor under any of the relevant securities laws of any Restricted Jurisdiction. Accordingly, the New Shares may not be offered, sold or delivered, directly or indirectly, into any Restricted Jurisdiction, except pursuant to exemptions from applicable requirements of any such jurisdiction.

The New Shares will be issued credited as fully paid and will rank pari passu in all respects with the existing Premier Shares. An application will be made to the London Stock Exchange for the New Shares to be admitted to trading on AIM.

Miton Shares which will be acquired under the Merger will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid on or after the date of the Announcement (other than the Special Dividend and any Additional Miton Dividend).

## **PART V**

### **FINANCIAL AND RATINGS INFORMATION**

#### **PART A: FINANCIAL INFORMATION RELATING TO MITON**

The following sets out financial information in respect of Miton as required by Rule 24.3 of the Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this document by reference pursuant to Rule 24.15 of the Code:

- the audited accounts of Miton for the financial year ended 31 December 2018 are set out on pages 49 to 78 (both inclusive) of Miton's annual report and accounts for the financial year ended 31 December 2018 (available from Miton's website at [www.mitongroup.com/announcements](http://www.mitongroup.com/announcements));
- the audited accounts of Miton for the financial year ended 31 December 2017 are set out on pages 46 to 75 (both inclusive) of Miton's annual report and accounts for the financial year ended 31 December 2017 (available from Miton's website at [www.mitongroup.com/announcements](http://www.mitongroup.com/announcements)); and
- the unaudited AUM update dated 12 July 2019 for the half year ended 30 June 2019 (available from Miton's website at [www.mitongroup.com/announcements](http://www.mitongroup.com/announcements)).

#### **PART B: MITON RATINGS INFORMATION**

There are no current ratings or outlooks accorded to Miton by ratings agencies.

#### **PART C: FINANCIAL INFORMATION RELATING TO PREMIER**

The following sets out the financial information in respect of Premier required by Rule 24.3 of the Code. The documents referred to below, the contents of which have previously been released through a Regulatory Information Service, are incorporated into this document by reference pursuant to Rule 24.15 of the Code:

- the audited accounts of Premier for the financial year ended 30 September 2018 are set out on pages 32 to 52 (both inclusive) of Premier's annual report and accounts for the financial year ended 30 September 2018 (available from Premier's website at [www.premierfunds.co.uk/corporate](http://www.premierfunds.co.uk/corporate));
- the audited accounts of Premier for the financial year ended 30 September 2017 are set out on pages 29 to 54 (both inclusive) of Premier's annual report and accounts for the financial year ended 30 September 2017 (available from Premier's website at [www.premierfunds.co.uk/corporate](http://www.premierfunds.co.uk/corporate));
- the unaudited interim financial results of Premier for the six months ended 31 March 2019 (available from Premier's website at [www.premierfunds.co.uk/corporate](http://www.premierfunds.co.uk/corporate)); and
- the trading update dated 9 July 2019 for the quarter ended 30 June 2019 (available from Premier's website at [www.premierfunds.co.uk/corporate](http://www.premierfunds.co.uk/corporate)).

#### **PART D: PREMIER RATINGS INFORMATION**

There are no current ratings or outlooks accorded to Premier by ratings agencies.

#### **No incorporation of website information**

Save as expressly referred to herein, neither the content of Miton's or Premier's websites, nor the content of any website accessible from hyperlinks on Miton's or Premier's website, is incorporated into, or forms part of, this document.

**Availability of documents**

You may request a hard copy of this document (and any information incorporated by reference in this document), free of charge, by contacting Miton's Registrars, Link Asset Services, by telephone on 0871 664 0300 (if calling from within the UK) or +44 (0) 371 664 0300 (if calling from outside the UK). Lines are open between 9.00 a.m. to 5.30 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls to the Shareholder Helpline cost 12 pence per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be monitored or recorded for security and training purposes. Please note that the Shareholder Helpline operators cannot provide advice on the merits of the Scheme, nor give any financial, tax, investment or legal advice. You may also request that all future documents, announcements and information to be sent to you in relation to the Scheme should be in hard copy form. Unless you have previously elected to receive hard copies of any such documents, announcements or information, hard copies will not be sent unless specifically requested.



## PART VI

### TAXATION

#### UK TAXATION

The following is intended only as a general summary of certain limited aspects of the UK tax treatment of Scheme Shareholders in respect of the Scheme. It does not constitute tax advice and is based on current UK legislation as applied in the UK and HMRC's published practice as at the date of this document (both of which are subject to change at any time, possibly with retrospective effect). This summary is not a complete description of all tax considerations relating to the Scheme.

This general guide applies only to Scheme Shareholders who are resident and, in the case of individuals, domiciled for UK tax purposes in (and only in) the UK at all relevant times (except insofar as express reference is made to the treatment of non-UK residents), who hold their Scheme Shares as an investment (other than under a pension arrangement or in an individual savings account) and who are the absolute beneficial owners of the Scheme Shares. The tax position of certain categories of Scheme Shareholders who are subject to special rules (such as persons who acquired their Scheme Shares in connection with any office or employment, dealers in securities, insurance companies and collective investment schemes) is not considered.

**Scheme Shareholders who are in any doubt about their tax position, or who may be subject to tax in a jurisdiction outside the UK, should consult their own professional advisers.**

#### 1. UK taxation on chargeable gains

A Scheme Shareholder's liability to UK capital gains tax or corporation tax on chargeable gains (as applicable) ("CGT") will depend on the individual circumstances of that Scheme Shareholder. Scheme Shareholders who have acquired or acquire their Scheme Shares under the Miton Share Plans may be subject to additional tax provisions with respect to their acquisition of Miton Shares, including provisions imposing a charge to income tax. Further details will be provided separately to participants in each of the Miton Share Plans.

Subject to the following paragraphs, the exchange of Scheme Shares for New Shares should be treated as a reorganisation for the purposes of CGT. This means that Scheme Shareholders should not be treated as disposing of their Scheme Shares exchanged for New Shares for CGT purposes and the New Shares issued to them should be treated as the same asset, and as having been acquired at the same time and for the same consideration, as the relevant Scheme Shares. The New Shares should therefore have the same base cost for CGT purposes as the Scheme Shares they replace.

Any Scheme Shareholder who alone, or together with persons connected with them, holds more than 5 per cent. of Miton Shares (or of any class of shares or debentures in Miton) will be eligible for the above treatment only if the exchange is effected for *bona fide* commercial reasons and does not form part of a scheme or arrangements of which the main purpose, or one of the main purposes, is the avoidance of liability to CGT. Scheme Shareholders are advised no clearance has been or will be sought under section 138 of the Taxation of Chargeable Gains Act 1992 to confirm that HMRC will not seek to assert that the reorganisation treatment described in the preceding paragraph does not apply.

#### 2. Non-UK tax resident Scheme Shareholders

Scheme Shareholders who are not resident in the UK for tax purposes but who carry on a trade, profession or vocation in the UK through a branch, agency or, in the case of a corporate Scheme Shareholder, a permanent establishment in the UK may be liable to CGT on any gain on a disposal of their Scheme Shares under the Scheme, if those shares are or have been held, used or acquired for the purposes of that trade, profession or vocation or for the purposes of that branch, agency or permanent establishment.

Non-UK tax resident Scheme Shareholders may be subject to non-UK taxation on any gain under local law.

### **3. United Kingdom stamp duty and stamp duty reserve tax (“SDRT”)**

No UK stamp duty or SDRT should be payable by Scheme Shareholders on the exchange of their Scheme Shares for New Shares pursuant to the Scheme.

Any Special Dividend or Additional Miton Dividend paid to a Scheme Shareholder should be taxed in the same way as any other dividend paid by Miton would be taxed.

## PART VII

### ADDITIONAL INFORMATION

#### 1. Responsibility statements

- 1.1 The Miton Directors, whose names are set out in paragraph 2.1 of this Part VII, accept responsibility for the information contained in this document except for the information for which responsibility is taken by the Premier Directors pursuant to paragraph 1.2 of this Part VII. To the best of the knowledge and belief of the Miton Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The Premier Directors, whose names are set out in paragraph 2.4 of this Part VII, accept responsibility for the information contained in this document relating to Premier, the Premier Group, the Wider Premier Group and the Premier Directors and their respective immediate families, related trusts and persons connected with, the Premier Directors, and persons deemed to be acting in concert with Premier (as such term is defined in the Code). To the best of the knowledge and belief of the Premier Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

#### 2. Directors and registered offices

- 2.1 As at the date of this document, the Miton Directors and their respective positions are as follows:

<b>Director:</b>	<b>Position:</b>
Jim Pettigrew	<i>Non-Executive Chairman</i>
David Barron	<i>Chief Executive Officer</i>
Gervais Williams	<i>Senior Executive Director</i>
Piers Harrison	<i>Chief Operating Officer</i>
Jim Davies	<i>Senior Independent Non-Executive Director</i>
Alan Walton	<i>Non-Executive Deputy Chairman</i>
Katrina Hart	<i>Non-Executive Director</i>

- 2.2 The registered office of Miton, whose registered number is 05160210, and the business address of each of the Miton Directors is 6th Floor, Paternoster House, 65 St. Paul's Churchyard, London EC4M 8AB.
- 2.3 The company secretary of Miton is Catriona Fletcher.
- 2.4 As at the date of this document, the Premier Directors and their respective positions are as follows:

<b>Director:</b>	<b>Position:</b>
Michael Vogel	<i>Non-Executive Chairman</i>
Michael O'Shea	<i>Chief Executive Officer</i>
Neil Macpherson	<i>Group Finance Director</i>
Robert Colthorpe	<i>Senior Independent Non-Executive Director</i>
William Smith	<i>Non-Executive Director</i>
Luke Wiseman	<i>Non-Executive Director</i>

- 2.5 The registered office of Premier, whose registered number is 06306664, and the business address of each of the Premier Directors is Eastgate Court, High Street, Guildford, Surrey GU1 3DE.
- 2.6 The company secretary of Premier is Neil Macpherson.

### 3. Persons acting in concert

3.1 In addition to the Miton Directors (together with their close relatives and related trusts) and members of the Miton Group (and their related employee benefit trusts), the persons who, for the purposes of the Code, are acting in concert with Miton in respect of the Merger and which are required to be disclosed are:

Name	Type of company	Registered office	Relationship with Miton
Spencer House Partners LLP	Limited liability partnership	15 St. James's Place London SW1A 1NP	Rule 3 financial adviser
Liberum Capital Limited <sup>1</sup>	Private limited company	Ropemaker Place Level 12, 25 Ropemaker Street London EC2Y 9LY	Nominated adviser, financial adviser and joint corporate broker
Nplus 1 Singer Advisory LLP	Limited liability partnership	One Bartholomew Lane London EC2N 2AX	Joint corporate broker
LF Miton Cautious Multi Asset Fund	Sub-fund of LF Miton Investment Funds, an open-ended investment company with limited liability	6th Floor 65 Gresham Street London EC2V 7NQ	Miton Asset Management Limited is the delegated investment manager for the LF Miton Cautious Multi Asset Fund which is the beneficial owner of 2,375,000 Miton Shares. Miton is the ultimate parent company of Miton Asset Management Limited and consequently the LF Miton Cautious Multi Asset Fund is a considered a concert party for purposes of the Merger

**Note:**

1 While Liberum also acts as joint corporate broker to Premier it has not provided advice to Premier in connection with the matters set out in this document.

3.2 In addition to the Premier Directors (together with their close relatives and related trusts) and members of the Premier Group (and their related pension schemes), the persons who, for the purposes of the Code, are acting in concert with Premier in respect of the Merger and which are required to be disclosed are:

Name	Type of company	Registered office	Relationship with Premier
Fenchurch Advisory Partners LLP	Limited liability partnership	32nd Floor, 25 Old Broad Street, London, EC2N 1HQ	Lead financial adviser
Numis Securities Limited	Private limited company	10 Paternoster Square, London, EC4M 7LT	Financial adviser, nominated adviser and joint corporate broker

Name	Type of company	Registered office	Relationship with Premier
The Elcot Fund Limited (“EFL”)	Private limited company	Walker House P O Box 908GT 87 Mary Street George Town KY-9005 Cayman Islands	Managed by Elcot Capital Management Limited (“ECML”), an entity in which Michael Vogel, a Premier Director, is a director. Michael Vogel is also beneficially interested in EFL and ECML
Haydn Carrington	N/A	N/A	Director of ECML and holder of Premier Shares
Alister Birrell	N/A	N/A	Senior employee of Premier and holder of Premier Shares
Paul Wiseman	N/A	N/A	Brother of Luke Wiseman, a Premier Director
Paul Tobias Tobias Capital LLC	N/A Limited liability company	N/A 1336 N. Cranbrook Rd Bloomfield Hills MI 48301 USA	Chairman of EFL Investment vehicle of Paul Tobias

#### 4. Market quotations

Set out below are the Closing Prices of one Miton Share and one Premier Share on:

- the first Business Day of each of the six months immediately prior to the date of this document;
- 3 September 2019 (being the last Business Day prior to the commencement of the Offer Period and the Announcement); and
- the Latest Practicable Date.

Date	Miton Shares (Pence)	Premier Shares (Pence)
01-Apr-19	57.50	212.50
01-May-19	55.40	215.00
03-Jun-19	49.50	215.00
01-Jul-19	45.70	195.00
01-Aug-19	50.75	176.00
02-Sep-19	41.20	171.75
03-Sep-19	41.00	171.75
16-Sep-19	51.50	167.50

Please note that past performance of securities is no guide to their future performance and the information provided in this paragraph 4 of this Part VII is historical and not forward looking.

#### 5. Interests and dealings

5.1 For the purposes of this paragraph 5:

“**acting in concert**” with Miton or Premier, as the case may be, means any person acting or deemed to be acting in concert with Miton or Premier, as the case may be, for the purposes of the Code;

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

**“connected adviser”** has the meaning given in the Code;

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

**“control”** means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights (as defined in the Code) of a company, irrespective of whether such interest(s) give(s) de facto control;

**“dealing”** or **“dealt”** has the meaning given in the Code;

**“derivative”** has the meaning given in the Code;

**“disclosure period”** means the period commencing on 4 September 2018 (being the date 12 months prior to the Offer Period) and ending on 16 September 2019 (for the purposes of this paragraph 5 of this Part VII, being the Latest Practicable Date);

**“financial collateral arrangements”** are arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code;

**“Miton relevant securities”** means relevant securities of Miton (such term having the meaning given in the Code in relation to an offeree), including Miton Shares and securities of Miton carrying conversion or subscription rights into Miton Shares;

**“Premier relevant securities”** means relevant securities of Premier (such term having the meaning given in the Code in relation to an offeror), including Premier Shares and securities of Premier carrying conversion or subscription rights into Premier Shares;

**“short position”** means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative;

references to a person having an **“interest”** in Miton or Premier relevant securities (as applicable) has the meaning given in the Code; and

references to Miton Directors or Premier Directors having an interest in relevant securities are to be interpreted in accordance with Part 22 of the Companies Act.

## 5.2 ***Interests in Miton relevant securities***

As at the close of business on the Latest Practicable Date:

5.2.1 no Premier Directors had an interest in or a right to subscribe for Miton relevant securities and no Premier Directors (including members of their immediate families, close relatives and related trusts) have any other interest in or a right to subscribe for Miton relevant securities;

5.2.2 no persons acting in concert with Premier had an interest in Miton relevant securities and no persons acting in concert with Premier had an interest or a right to subscribe for Miton relevant securities;

5.2.3 the following Miton Directors (including members of their immediate families, close relatives and related trusts and connected persons) had an interest in certain Miton relevant securities (apart from awards under the Miton Management Equity Incentive Plan, which are described in paragraph 5.2.4 of this Part VII below) as follows:

Name	Detail on Miton relevant securities	Number	Percentage of issued share capital of Miton (%)
David Barron <sup>1</sup>	Miton Shares	569,389	0.33
Piers Harrison	Miton Shares	112,542	0.07
Gervais Williams	Miton Shares	15,477,777	8.97
Jim Davies	Miton Shares	234,004	0.14
Katrina Hart	Miton Shares	80,416	0.05

**Note:**

1 Includes interests held by David Barron's wife.

and other than as set out in the table above, and disclosed in this paragraph 5.2 of this Part VII, the Miton Directors (including members of their immediate families, close relatives, related trusts and connected persons) have no other interest in or a right to subscribe for Miton relevant securities;

5.2.4 the following awards and options over Miton relevant securities had been granted to Miton Directors pursuant to the Miton Management Equity Incentive Plan:

Name	Number of Miton Shares awarded	Percentage of issued share capital of Miton (%)	Award date	Strike Price (per Miton Share) (pence)	Exercise Period
David Barron	1,250,000	0.72	5-Dec-13	57.1875	31-Mar-18 to 30-Apr-21
David Barron	750,000	0.43	5-Dec-13	50.3250	31-Mar-17 to 30-Apr-21
Piers Harrison	750,000	0.43	4-Dec-13	48.2500	31-Mar-17 to 30-Apr-21
Piers Harrison	1,250,000	0.72	30-Sep-15	33.0000	18-Mar-19 to 30-Apr-24
Piers Harrison	350,000	0.20	29-May-19	63.0000	31-Mar-22 to 30-Apr-27

5.2.5 the following persons acting in concert with Miton had an interest in certain Miton relevant securities as follows:

Name	Detail on Miton relevant securities	Number	Percentage of issued share capital of Miton (%)
LF Miton Cautious Multi Asset Fund	Miton Shares	2,375,000	1.38

### 5.3 **Dealings in Miton relevant securities**

During the disclosure period:

5.3.1 Premier and the Premier Directors (including members of their immediate families, close relatives and related trusts) have not dealt in Miton relevant securities; and

5.3.2 none of the persons acting in concert with Premier has dealt in Miton relevant securities.

Between the commencement of the Offer Period and the Latest Practicable Date:

5.3.3 Premier and the Premier Directors (including members of their immediate families, close relatives and related trusts) have not dealt in Miton relevant securities;

5.3.4 none of the persons acting in concert with Premier has dealt in Miton relevant securities;

- 5.3.5 Miton has not redeemed nor purchased any Miton relevant securities;
- 5.3.6 the Miton Directors (including members of their immediate families, close relatives and related trusts) have not dealt in Miton relevant securities; and
- 5.3.7 none of the persons acting in concert with Miton have dealt in Miton relevant securities.

5.4 **Interests in Premier relevant securities**

As at the close of business on the Latest Practicable Date:

- 5.4.1 no Miton Director (nor any members of their immediate families, close relatives and related trusts) had an interest or right to subscribe for Premier relevant securities;
- 5.4.2 no persons acting in concert with Miton had any interest in or a right to subscribe for Premier relevant securities;
- 5.4.3 the following Premier Directors (including members of their immediate families, close relatives and related trusts) had an interest in or a right to subscribe for Premier relevant securities as follows:

Name	Number of Premier relevant securities	Percentage of issued share capital of Premier (%)
Michael Vogel <sup>1</sup>	18,543,403	17.53
Michael O'Shea <sup>2</sup>	3,229,369	3.05
Neil Macpherson	623,512	0.59
Robert Colthorpe	8,500	0.01
William Smith	10,000	0.01
Luke Wiseman <sup>3</sup>	1,184,171	1.12
<b>Total</b>	<b>23,598,955</b>	<b>22.30</b>

**Notes:**

- 1 Including 15,423,400 Premier relevant securities held by The Elcot Fund Limited.
- 2 Including 791,056 Premier relevant securities held by his spouse.
- 3 Including 154,234 Premier relevant securities held by his brother.

and other than as set out in the table above and as disclosed in this paragraph 5.4 of this Part VII, the Premier Directors (including members of their immediate families, close relatives and related trusts) have no other interest in or a right to subscribe for Premier relevant securities;

- 5.4.4 the following awards and options over Premier relevant securities had been granted to Premier Directors pursuant to the Premier Share Schemes and are in respect of Premier Shares in issue within the Premier Share Scheme. All such awards are at nil cost and vest over a period of three years from the date of grant:

Name:	Premier Shares (under option or award)	Vesting Date
Michael O'Shea	166,666	7 March 2020
	300,000	10 July 2021
	275,000	23 April 2022
<b>Total</b>	<b>741,666</b>	
Neil Macpherson	100,000	7 March 2020
	115,000	10 July 2021
	115,000	23 April 2022
<b>Total</b>	<b>330,000</b>	



5.4.5 the following persons acting in concert with Premier had an interest in certain Premier relevant securities as follows:

Name	Detail on Premier relevant securities Type	Number	Percentage of issued share capital of Premier (%)
The Elcot Fund Limited	Premier Shares	15,423,400	14.58
Haydn Carrington	Premier Shares	161,088	0.15
Alister Birrell	Premier Shares	1,019,463	0.96
Paul Wiseman	Premier Shares	154,234	0.15
Paul Tobias	Premier Shares	322,176	0.30
Tobias Capital LLC	Premier Shares	925,404	0.87

## 5.5 **Dealings in Premier relevant securities**

During the disclosure period:

5.5.1 the Premier Directors (including members of their immediate families, close relatives and related trusts) have dealt in Premier relevant securities as follows:

Name	Class of relevant security	Purchase/sale/ transfer for nil consideration/ (no change of beneficial ownership)	Date of dealing	Number of securities	Price per unit (pence)
Michael O'Shea	Premier Share	Nil consideration	23 August 2019	275,000	Nil
Robert Colthorpe	Premier Share	Purchase	6 August 2019	8,500	282.5
Luke Wiseman <sup>1</sup>	Premier Share	Sale and purchase	6 March 2019	100,000	214
Neil Macpherson	Premier Share	Nil consideration	10 October 2018	41,500	Nil
Michael O'Shea (spouse)	Premier Share	Nil consideration	17 September 2018	291,050	Nil
William Smith	Premier Share	Purchase	6 September 2018	10,000	252

**Note:**

1 Change of beneficial ownership on sale from Luke Wiseman personally to his self-invested personal pension.

and other than as set out in the table above, the Premier Directors (including members of their immediate families, close relatives and related trusts) have not dealt in Premier relevant securities;

5.5.2 no persons acting in concert with Premier have dealt in Premier relevant securities; and

5.5.3 Premier has not redeemed nor purchased any Premier relevant securities.

Between the commencement of the Offer Period and the Latest Practicable Date:

5.5.4 the Premier Directors (including members of their immediate families, close relatives and related trusts) have not dealt in Premier relevant securities;

5.5.5 none of the persons acting in concert with Premier has dealt in Premier relevant securities;

5.5.6 Miton and the Miton Directors (including members of their immediate families, close relatives and related trusts) have not dealt in Premier relevant securities; and

5.5.7 no persons acting in concert with Miton have dealt in Premier relevant securities.

## 5.6 **General**

Save as disclosed in this paragraph 5, as at the Latest Practicable Date:

5.6.1 none of:

- (a) Premier;
- (b) the Premier Directors or their respective related parties;

- (c) any person acting in concert with Premier;
- (d) the Miton Directors or their respective related parties; and
- (e) any person acting in concert with Miton,

had an interest in, a right to subscribe in respect of, or any short position in relation to Miton relevant securities (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 purchase or take delivery, nor had any of the persons referred to in this paragraph 5.6.1(a) to 5.6.1(c) above dealt in any Miton relevant securities during the disclosure period, nor had any of the persons referred to in this paragraph 5.6.1(d) to 5.6.1(e) dealt in any Miton relevant securities during the period from the commencement of the Offer Period up until the Latest Practicable Date);

5.6.2 none of:

- (a) Miton;
- (b) the Miton Directors or their respective related parties;
- (c) any person acting in concert with Miton;
- (d) the Premier Directors or their respective related parties; and
- (e) any person acting in concert with Premier,

had an interest in, a right to subscribe in respect of, or any short position in relation to Premier relevant securities (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 purchase or take delivery, nor had any of the foregoing dealt in any Premier relevant securities or Premier relevant securities between the start of the Offer Period and the Latest Practicable Date;

5.6.3 neither Miton nor any person acting in concert with Miton has any arrangement (as defined in paragraph 5.1 above), with the exception of the irrevocable undertakings described in paragraph 8 of this Part VII of this document;

5.6.4 neither Premier nor any person acting in concert with Premier has any arrangement (as defined in paragraph 5.1 above) with any other person, with the exception of the irrevocable undertakings described in paragraph 8 of this Part VII of this document;

5.6.5 no person with whom Premier or any person acting in concert with Premier has an arrangement (as defined in paragraph 5.1 above) had an interest in or a right to subscribe for, or had any short position in relation to, any relevant Miton securities, nor had any such person dealt in any relevant Miton securities during the period between the start of the Offer Period and the Latest Practicable Date;

5.6.6 no person with whom Miton or any person acting in concert with Miton has an arrangement (as defined in paragraph 5.1 above) had an interest in or a right to subscribe for, or had any short position in relation to, any relevant Miton securities, nor had any such person dealt in any relevant Miton securities during the period between the start of the Offer Period and the Latest Practicable Date;

5.6.7 neither Miton nor any person acting in concert with Miton has borrowed or lent any Miton relevant securities (including for these purposes any financial collateral arrangements) during the period between the start of the Offer Period and the Latest Practicable Date, save for any borrowed shares which have been either on-lent or sold;

5.6.8 neither Premier nor any person acting in concert with Premier has borrowed or lent any Miton relevant securities (including for these purposes any financial collateral arrangements) during the disclosure period, save for any borrowed shares which have been either on-lent or sold;

- 5.6.9 neither Miton nor any person acting in concert with Miton has borrowed or lent any Premier relevant securities (including for these purposes any financial collateral arrangements) during the period between the start of the Offer Period and the Latest Practicable Date, save for any borrowed shares which have been either on-lent or sold;
- 5.6.10 neither Premier nor any person acting in concert with Premier has borrowed or lent any Premier relevant securities (including for these purposes any financial collateral arrangements) during the disclosure period, save for any borrowed shares which have been either on-lent or sold;
- 5.6.11 Premier has not redeemed or purchased any relevant Premier securities during the disclosure period;
- 5.6.12 Miton has not redeemed or purchased any relevant Miton securities during the period between the start of the Offer Period and the Latest Practicable Date; and
- 5.6.13 other than the proposed appointment of David Barron, Piers Harrison and Katrina Hart to the board of Premier, no agreement, arrangement or understanding (including any compensation arrangement) exists between Premier or any person acting in concert with Premier and any of the Miton Directors or the recent directors, shareholders or recent shareholders of Miton having any connection with or dependence upon or which is conditional upon the Merger.
- 5.7 There is no current agreement, arrangement or understanding whereby the beneficial ownership of any Miton Shares to be acquired by Premier pursuant to the Scheme will be transferred to any other person save that following completion of the Merger, the shares in Miton, may be transferred to another Premier Group company or any nominee. In addition, Premier may nominate any subsidiary of Premier or a nominee to receive the Miton Shares under the Scheme.

#### 5.8 **Presumed Concert Party in relation to Premier**

The Code applies to Premier. On its admission to AIM in October 2016, Premier acknowledged the existence of a "Presumed Concert Party" between certain of its shareholders, extending to 49,020,625 Premier Shares representing approximately 46.33 per cent. of the issued share capital of Premier.

Since that time, in consequence of, *inter alia*, the winding-up of an investment fund holding Premier Shares and the distribution of such shares to underlying investors, Premier has clarified the extent of the Presumed Concert Party with the Panel as now extending to 30,669,916 Premier Shares representing approximately 28.99 per cent. of the issued share capital of Premier.

Following the Merger the existing Presumed Concert Party will dilute by reason of the issue of the New Shares to approximately 19.42 per cent. of the enlarged issued share capital of Premier.

## 6. **Summary of rights attached to New Shares**

In this summary reference to Premier Shareholders includes Scheme Shareholders holding New Shares following the Merger.

### 6.1 **Variation of rights**

Subject to the provisions of the Companies Act and every other statute for the time being in force concerning companies and affecting Premier (the "**Statutes**"), if at any time the share capital of Premier is divided into different classes of shares, the rights attached to any class may be varied or abrogated either with the consent in writing of the holders of at least three-quarters of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class (but not otherwise) and may be so varied or abrogated either whilst Premier is a going concern or during, or in contemplation of, a winding-up. At every such separate general meeting the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question (but at any adjourned meeting any holder of shares of the class present in person or by proxy shall be a quorum). Every holder of shares of the class present in person or by proxy shall,

on a poll, have one vote in respect of every share of the class held by him and shall be entitled to demand a poll. Where the rights of some only of the shares of any class are to be varied, the foregoing provisions apply as if each group of shares of the class differently treated formed a separate class whose rights are to be varied.

## 6.2 **Alteration of share capital**

- (a) Premier may, subject to the passing of a resolution authorising it to do so in accordance with the Companies Act:
  - (i) consolidate and divide all or any of its share capital into shares of a larger nominal amount than its existing shares;
  - (ii) subject to the provisions of the Companies Act, sub-divide its shares, or any of them, into shares of smaller nominal amount than its existing shares; and
  - (iii) determine that, as between the holders of the shares resulting from such a sub-division, one or more shares may have such perfected or other rights or may have such qualified or deferred rights or may be subject to such restrictions, as compared with the other or others, as Premier has power to attach to new shares.

## 6.3 **Issue of shares**

Subject to the provisions of the Companies Act and the rights attaching to any existing shares, any share may be issued with, or have attached to it, such rights or restrictions as Premier may by ordinary resolution determine or, if Premier has not so determined, as the Premier Directors may determine.

## 6.4 **Pre-emption rights**

There are no rights of pre-emption under the Premier Articles in respect of transfers of issued Premier Shares. In certain circumstances, the Premier Shareholders may have statutory pre-emption rights under the Companies Act in respect of the allotment of new shares in Premier. These statutory pre-emption rights would require Premier to offer new shares for allotment to Existing Premier Shareholders on a pro rata basis before allotting them to other persons. In such circumstances, the procedure for the exercise of such statutory pre-emption rights would be set out in the documentation by which such shares would be offered to the Premier Shareholders.

## 6.5 **Dividends and other distributions**

- (a) Subject to the provisions of the Companies Act and the Premier Articles, Premier may by ordinary resolution declare dividends to be paid to Premier Shareholders in accordance with their respective rights and interests in the profits of Premier. However, the dividends shall not exceed the amount recommended by the Premier Directors. Subject to the provisions of the Companies Act and, so far as in the opinion of the Premier Board the profits justify such payments, the Premier Directors may declare and pay interim dividends, of fixed dividends payable as the Premier Board sees fit.
- (b) Subject to the rights of persons (if any) entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid. If any share is issued on terms providing that it shall rank for dividend as if paid up (in whole or in part) from a particular date, such share shall rank for dividend accordingly. In any other case, dividends shall be apportioned and paid *pro rata* according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

## 6.6 **Voting rights**

- (a) Subject to any rights or restrictions as to voting attached to any shares, on a show of hands every Shareholder present in person has one vote, every proxy present who has been duly appointed by one or more Shareholder entitled to vote has one vote and every corporate representative who has been duly authorised by a corporation has the same voting rights as the corporation would be entitled to.

- (b) On a poll every Shareholder (whether present in person or by a duly appointed proxy or corporate representative) has one vote for every share of which he is the holder or in respect of which his appointment as proxy or corporate representative has been made. A Shareholder entitled to more than one vote need not, if he votes use all his votes or cast all the votes he uses the same way. In the case of joint holders only the vote of the most senior joint holder shall count (to the exclusion of any other joint holders) and seniority shall be determined by the order in which the names of the holders appear in the register of Premier.
- (c) No Shareholder shall be entitled to vote at any general meeting or meeting of the holders of any class of shares of Premier either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of Premier or of the holders of any class of shares of Premier if any call or other sum then payable by him in respect of that share remains unpaid to Premier.

#### 6.7 **Transfer of shares**

- (a) A share in Premier in certificated form shall be transferred by instrument of transfer in any usual or common form, or in any other form approved by the Premier Directors, signed by or on behalf of the transferor and, in the case of partly paid shares, by or on behalf of the transferee.
- (b) All transfers or shares in uncertificated form shall be made in accordance with and be subject to the CREST Regulations and the facilities and requirements of the Relevant Electronic System concerned and in accordance with any arrangements made by the Premier Board pursuant to the Premier Articles.
- (c) The Premier Directors may, in their absolute discretion, refuse to register the transfer of a share which is not fully paid up provided that such refusal does not prevent dealings in the shares of that class from taking place in an open and proper basis. The Premier Directors may also refuse to register a transfer of a share in certificated form unless the instrument of transfer:
  - (i) is duly stamped or duly certificated;
  - (ii) is delivered for registration at the registered office of Premier or such other place as the Premier Directors may appoint and is accompanied by the certificate for the share to which it relates and such other evidence as the Premier Directors may reasonably require to show the right of the transferor to make the transfer;
  - (iii) is in respect of only one class of share;
  - (iv) is not in favour of more than four transferees; and
  - (v) is for a share upon which Premier has no lien.
- (d) The Premier Directors may refuse to register a transfer of a share in uncertificated form in any case where Premier is entitled to refuse to register the transfer in such other circumstances as may be permitted by the CREST Regulations and the requirements of the Relevant Electronic System.
- (e) If the Premier Directors refuse to register a transfer of a share they shall send the transferee notice of the refusal within two months after the date on which the transfer was lodged with Premier or, in the case of an un certificated share, the date on which the appropriate instruction was received by or on behalf of Premier in accordance with the CREST Regulations.
- (f) No fees shall be charged for the registration of any instrument of transfer or other document or instruction relating to or affecting the title to any share.

#### 6.8 **Distribution of assets on a winding-up**

If Premier shall be wound up the liquidator may, with the sanction of a special resolution and with any other sanction required by the Insolvency Act 1986, divide among the Premier Shareholders

in specie or kind the whole or any part of the assets of Premier and for such purposes may set such value as he sees fair upon any assets and may determine how such division shall be carried out as between the Premier Shareholders or different classes of Premier Shareholders. With the like sanction, the liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Premier Shareholders as he shall think fit, but no Shareholder shall be compelled to accept any shares or other securities upon which there is a liability.

#### 6.9 **Restrictions on rights: failure to respond to a section 793 notice**

- (a) If a Premier Shareholder, or any other person appearing to be interested in any shares, fails to provide the information requested in a notice given to him under section 793 of the Companies Act by Premier in relation to his interest in shares (the “**default shares**”) within 14 clear days after the notice has been given and the nominal value of the default shares represents at least 0.25 per cent. of their class, the holder of the default shares shall not be entitled:
  - (i) to attend or vote (whether in person or by representative or proxy) at any general meeting or annual general meeting of Premier;
  - (ii) to receive any dividend or other distribution; or
  - (iii) to transfer or agree to transfer any of the shares or rights in them.
- (b) The restrictions set out in paragraph 6.9(a) shall continue for the period specified by the Premier Board, being not more than seven clear days after the earlier of:
  - (i) Premier being notified that the default shares have been sold pursuant to an exempt transfer (an exempt transfer being a sale of the share on a recognised investment exchange as defined in FSMA in the United Kingdom or in any stock exchange outside the United Kingdom on which those shares are listed or normally traded, a sale of the whole beneficial interest in the share or an acceptance of a takeover offer) or;
  - (ii) due compliance, to the satisfaction of the Premier Board, with the section 793 notice.
- (c) The Premier Board may waive these restrictions, in whole or in part, at any time.

#### 6.10 **Untraced Premier Shareholders**

Subject to certain notice requirements, Premier shall be entitled to sell at the best price reasonably obtainable at the time of sale any share held by a Shareholder if and provided that, during a period of 12 years, at least three cash dividends have been declared in respect of the share in question and all dividend warrants and cheques have been sent by Premier in accordance with the Premier Articles and, during that period of 12 years, no cash dividend payable in respect of the share has been claimed by presentation to the paying bank of the relevant cheque or warrant, or been satisfied by the transfer of funds to a bank account designated by the member or person entitled by transmission and no communication has been received by Premier from the Shareholder or the person entitled by transmission to the share.

#### 6.11 **Unclaimed Dividends**

Any dividend unclaimed after a period of 12 years from the date when it was declared or became due for payment shall be forfeited and shall revert to Premier.

### 7. **Service contracts and letters of appointment of Miton Directors**

#### 7.1 **Miton Executive Directors**

##### 7.1.1 *David Barron*

David Barron is employed by Miton as its Chief Executive Officer pursuant to the terms of an amended service agreement dated 16 March 2017. His employment is terminable (without cause) by either party giving 12 months’ notice (or immediately with cause including for any material or persistent breach of the terms of his employment). In addition,

Miton may terminate Mr Barron's employment immediately without cause by undertaking to pay to Mr Barron within 14 days a sum equivalent to his annual salary plus 2 per cent. of his salary in lieu of any required period of notice or unexpired part thereof together with any accrued holiday entitlement.

Pursuant to a letter sent from Miton to Mr Barron on 14 December 2018, Mr Barron's salary is £300,000 per annum. In addition to his fixed annual salary, Mr Barron is entitled to participate in Miton's bonus scheme arrangements, the amount of such bonus being determined by Miton's remuneration committee in its absolute discretion. Miton has also agreed to contribute an amount equal to 10 per cent. of Mr Barron's salary to a nominated personal pension scheme during each year of his employment. Mr Barron is entitled to participate in Miton's medical insurance arrangements and has the benefit of a life assurance scheme. He is entitled to reimbursement of all reasonable out-of-pocket expenses.

#### *7.1.2 Piers Harrison*

Piers Harrison is employed by Miton as its Chief Operating Officer pursuant to the terms of a service agreement dated 11 September 2015. His employment is terminable (without cause) by either party giving to the other not less than 12 months' prior written notice (or immediately with cause including for any material or persistent breach of the terms of his employment). In addition, Miton may terminate Mr Harrison's employment immediately without cause by undertaking to pay to Mr Harrison within 14 days a sum equivalent to his annual salary plus 2 per cent. of his salary in lieu of any required period of notice or unexpired part thereof together with any accrued holiday entitlement.

Pursuant to a letter sent from Miton to Mr Harrison on 14 December 2018, Mr Harrison's salary is £225,000 per annum. In addition to his fixed annual salary, Mr Harrison is entitled to participate in Miton's bonus scheme arrangements at the discretion of Miton's remuneration committee. Miton has also agreed to contribute an amount equal to 10 per cent. of Mr Harrison's salary to a nominated personal pension scheme during each year of his employment. Mr Harrison is entitled to participate in Miton's medical insurance arrangements and has the benefit of a life assurance scheme. He is entitled to reimbursement of all reasonable out-of-pocket expenses.

#### *7.1.3 Gervais Williams*

Gervais Williams is employed by Miton as its Managing Director pursuant to a service agreement dated 25 January 2016, and became Senior Executive Director on 4 November 2016. His employment is terminable (without cause) by either party giving to the other not less than 12 months' prior written notice (or immediately with cause including for any material or persistent breach of the terms of his employment). In addition, Miton may terminate Mr Williams' employment immediately without cause by undertaking to pay to Mr Williams within 14 days a sum equivalent to his annual salary plus 2 per cent. of his salary in lieu of any required period of notice or unexpired part thereof together with any accrued holiday entitlement.

Pursuant to a letter sent from Miton to Mr Williams on 14 December 2018, Mr Williams' salary is £225,000 per annum. In addition to his fixed annual salary, Mr Williams is entitled to participate in Miton's bonus scheme arrangements, the amount of such bonus being determined by Miton's remuneration committee in its absolute discretion. Miton has also agreed to contribute an amount equal to 10 per cent. of Mr Williams' salary to a nominated personal pension scheme during each year of his employment. Mr Williams is entitled to participate in Miton's medical insurance arrangements and has the benefit of a life assurance scheme. He is entitled to reimbursement of all reasonable out-of-pocket expenses.

## **7.2 The Chairman and other Miton Non-Executive Directors**

### *7.2.1 Jim Pettigrew*

Jim Pettigrew was appointed as an independent non-executive director and Chairman pursuant to a letter of appointment dated 20 September 2017. His appointment commenced on 30 November 2017 and is terminable (without cause) by either party giving to the other not less than three months' prior written notice (or immediately with cause

including for breach of the terms of his appointment or duties as a director). Under the terms of this letter of appointment, Mr Pettigrew is paid fees of £93,000 per annum (plus expenses) and has the benefit of a directors and officers insurance policy.

#### 7.2.2 *Jim Davies*

Jim Davies was appointed as an independent non-executive director effective 24 January 2014. His appointment is terminable (without cause) by either party giving to the other not less than three months' prior written notice (or immediately with cause including for breach of the terms of his appointment or duties as a director). Mr Davies is paid fees of £47,500 per annum (plus expenses) and has the benefit of a directors and officers insurance policy.

#### 7.2.3 *Alan Walton*

Alan Walton was appointed as an independent non-executive director pursuant to a letter of appointment dated 14 May 2014. His appointment commenced on 14 May 2014 and is terminable (without cause) by either party giving to the other not less than three months' prior written notice (or immediately with cause including for breach of the terms of his appointment or duties as a director). Under the terms of this letter of appointment, Mr Walton is paid fees of £47,500 per annum (plus expenses) and has the benefit of a directors and officers insurance policy. He also has the benefit of a deed of indemnity granted to him by Miton against certain liabilities that may incur as a result of his office.

#### 7.2.4 *Katrina Hart*

Katrina Hart was appointed as an independent non-executive director pursuant to a letter of appointment dated 22 February 2011. Her appointment commenced on 23 February 2011 and is terminable (without cause) by either party giving to the other not less than three months' prior written notice (or immediately with cause including for breach of the terms of her appointment or duties as a director). Under the terms of the letter of appointment, Mrs Hart is paid fees of £47,500 per annum (plus expenses) and has the benefit of a directors and officers insurance policy. She is also entitled to claim a mileage rate for use of a car in connection with Miton related business.

### 7.3 **Other service contracts**

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

## 8. **Irrevocable undertakings, letters of intent and undertakings to instruct**

### 8.1 **Miton irrevocable undertakings**

Those Miton Directors who are also Shareholders have irrevocably undertaken to vote in favour of the Scheme in respect of their own beneficial holdings of 16,384,128 Miton Shares, representing in aggregate approximately 9.49 per cent. of Miton's issued share capital as at the Latest Practicable Date, comprised as follows:

Name of Miton Director	Number of Miton Shares	Percentage of Miton issued ordinary share capital (%)
David Barron	479,389	0.28
Piers Harrison	112,542	0.07
Gervais Williams	15,477,777	8.97
Jim Davies	234,004	0.14
Katrina Hart	80,416	0.05

In addition, certain other Miton Shareholders, who are themselves employees of Miton or close relatives thereof, have irrevocably undertaken to: (i) instruct their nominee to vote; and (ii) use all reasonable endeavours to ensure that their nominees comply with their instructions to vote, in each case in favour of the Scheme in respect of their own beneficial holdings totalling 11,952,703 Miton Shares, representing in aggregate approximately 6.92 per cent. of Miton's issued share capital as at the Latest Practicable Date, comprised as follows:



Name of Miton Shareholder	Number of Miton Shares	Percentage of Miton issued ordinary share capital (%)
Catriona Fletcher	7,482	0.00
Martin Turner	11,675,556	6.76
Bart Edgar	131,222	0.08
Heather Barron	90,000	0.05
Emma Edgar	48,443	0.03

In total, therefore, Miton Shareholders holding in aggregate 28,336,831 Miton Shares (representing approximately 16.41 per cent. of the existing issued share capital of Miton as at the Latest Practicable Date) have given irrevocable undertakings to support the Scheme.

The Irrevocable Undertakings described above remain binding in the event that a higher competing offer for Miton is made, but cease to be binding (i) immediately if Premier announces, with the consent of the Panel, that it does not intend to proceed with the Merger, and (ii) on and from the earlier of (X) the Scheme not having become Effective by the Long Stop Date (or such later date as Miton and Premier may agree, with the consent of the Panel) and (Y) the time and date on which the Merger is withdrawn, lapses or otherwise terminates in accordance with its terms.

## 8.2 **Miton Letters of Intent**

Miton's two largest institutional shareholders have provided letters of intent ("**Miton Shareholder Letters of Intent**") indicating their intention to vote, or procure the voting of, such Miton Shares in favour of the Scheme in respect of their beneficial holdings of 30,096,847 Miton Shares (in aggregate), representing approximately 17.43 per cent. of the share capital of Miton in issue as at the Latest Practicable Date, comprised as follows:

Name of Miton Shareholder	Number of Miton Shares	Percentage of Miton issued share capital (%)
Artemis Investment Management LLP	16,104,434	9.33
AXA Investment Managers UK Limited	13,992,413	8.11

The Miton Shareholder Letters of Intent are not legally binding and do not prevent those relevant Miton Shareholders from selling or otherwise disposing of their Miton Shares at any time.

## 8.3 **Miton undertakings to instruct**

The Miton EBT1 Trustee has provided a letter of intent ("**Miton EBT1 Trustee Letter of Intent**") confirming its intention to vote in favour of the Scheme (or, if applicable, to accept the Offer) in respect of the Miton Unallocated Shares (being 9,104,517 Miton Shares, representing approximately 5.27 per cent. of the share capital of Miton as at the Latest Practicable Date). The Miton EBT1 Trustee Letter of Intent also confirms that it has received irrevocable directions from each of the joint beneficiaries of the MEI Shares (comprising part of the Miton Allocated Shares, being 5,000,000 Miton Shares, representing approximately 2.90 per cent. of the share capital of Miton as at the Latest Practicable Date) directing it to vote in favour of the Scheme (or, if applicable, to accept the Offer) and its current intention is to comply with those directions.

The Miton EBT1 Trustee has also confirmed that it intends to seek irrevocable instructions from each other beneficiary who has an interest in the Miton Allocated Shares (other than in respect of the MEI Shares) in respect of the voting rights attaching to such Miton Allocated Shares in connection with the Merger.

The Miton EBT1 Trustee Letter of Intent is not legally binding on the Miton EBT1 Trustee. To the extent that the Miton EBT1 Trustee decides not to vote in accordance with this intention it will inform Miton, Premier and the Panel accordingly.

The provision of the Miton EBT1 Trustee Letter of Intent relied upon the satisfaction of certain irrevocable undertakings given by Miton, certain Miton Directors and an employee of Miton to provide to the Miton EBT1 Trustee and, as relevant, the Miton EBT2 Trustee the directions,

instructions and recommendations required in accordance with the terms of the trust deeds constituting the Miton Employee Benefit Trusts. Details of these directions, instructions and recommendations are set out below:

Two Miton Directors and one of the members of the Miton management team hold beneficial interests, in aggregate, in 5,000,000 Miton Shares (representing approximately 2.90 per cent. of the share capital of Miton in issue as at the Latest Practicable Date) through the Miton Management Equity Incentive Plan (“**MEI Shares**”). Pursuant to the terms of their irrevocable undertakings, each individual has:

- (a) sent a letter of direction to the Miton EBT1 Trustee (the “**EBT1 Letter of Direction**”) directing it to exercise all voting rights attaching to his MEI Shares to vote in favour of the Scheme at the Miton Court Meeting and to vote in favour of the Resolution at the Miton General Meeting (or, in the event that the Merger is implemented by way of an Offer, to accept the Offer); and
- (b) sent a non-binding letter of recommendation to the Miton EBT2 Trustee (the “**EBT2 Letter of Recommendation**”) that the Miton EBT2 Trustee instructs the Miton EBT1 Trustee to exercise all voting rights attaching to the MEI Shares to vote in favour of the Scheme at the Miton Court Meeting and to vote in favour of the Resolution at the Miton General Meeting (or, in the event that the Merger is implemented by way of an Offer, to accept the Offer).

The EBT1 Letter of Direction constitutes a binding irrevocable direction from the relevant individual to the Miton EBT1 Trustee, only to the extent that the Miton EBT2 Trustee directs the Miton EBT1 Trustee to vote the MEI Shares in the same way that the relevant individual has instructed the Miton EBT1 Trustee to vote. The EBT2 Letter of Recommendation constitutes a non-binding recommendation only and the Miton EBT2 Trustee may lawfully elect not to act in accordance with the individual’s recommendation. In the event that the directions in respect of the MEI Shares provided to the Miton EBT1 Trustee by each individual and separately by the Miton EBT2 Trustee are different, the Miton EBT1 Trustee shall abstain from voting the MEI Shares entirely.

Pursuant to an irrevocable undertaking given by Miton to Premier (the “**Miton Irrevocable Undertaking**”), Miton has:

- (a) directed the Miton EBT1 Trustee to exercise the voting rights attaching to all the Miton Allocated Shares (which includes the MEI Shares) and Miton Unallocated Shares (in aggregate, 16,204,517 shares, representing approximately 9.39 per cent. of the share capital of Miton in issue as at the Latest Practicable Date);
- (b) in respect of the Miton Unallocated Shares, requested that the Miton EBT1 Trustee exercises the voting rights attaching to those shares in favour of the Scheme at the Miton Court Meeting and to vote in favour of the Resolution at the Miton General Meeting (or, in the event that the Merger is implemented by way of an Offer, to accept the Offer); and
- (c) in respect of the Miton Allocated Shares, requested that the Miton EBT1 Trustee seeks irrevocable directions from each of the joint beneficial owners of the Miton Allocated Shares in respect of the voting rights attaching to those shares.

**There can be no guarantee that the Miton EBT Trustees will follow any of the directions, instructions, requests and/or recommendations referred to above.**

#### 8.4 **Premier irrevocable undertakings**

The Premier Directors have irrevocably undertaken to direct (and to use all reasonable endeavours to procure that) their nominees vote in favour of the Premier Resolution to be proposed at the Premier General Meeting in respect of their own beneficial holdings totalling 7,230,265 Premier Shares, representing in aggregate approximately 6.83 per cent. of Premier’s issued share capital as at the Latest Practicable Date, comprised as follows:

Name of Premier Director	Number of Premier Shares	Percentage of Premier issued ordinary share capital (%)
Michael O'Shea	2,438,313	2.30
Michael Vogel	3,120,003	2.95
Neil Macpherson	623,512	0.59
Luke Wiseman	1,029,937	0.97
William Smith	10,000	0.01
Robert Colthorpe	8,500	0.01

In addition, certain other Premier Shareholders, namely The Elcot Fund Limited and Catriona O'Shea, have irrevocably undertaken to (i) instruct their nominees to vote; and (ii) use all reasonable endeavours to ensure that their nominees comply with their instructions to vote, in each case in favour of the Premier Resolution at the Premier General Meeting in respect of their beneficial holding totalling 16,214,456 Premier Shares (representing approximately 15.33 per cent. of the existing issued share capital of Premier as at the Latest Practicable Date), comprised as follows:

Name of Premier Shareholder	Number of Premier Shares	Percentage of Premier issued ordinary share capital (%)
The Elcot Fund Limited	15,423,400	14.58
Catriona O'Shea	791,056	0.75

In total, therefore, Premier Shareholders holding in aggregate 23,444,721 Premier Shares (representing approximately 22.16 per cent. of the existing issued share capital of Premier as at the Latest Practicable Date) have given irrevocable undertakings to support the Premier Resolution.

#### 8.5 **Premier undertakings to instruct**

In addition, Premier has irrevocably undertaken to instruct the trustee of the Premier employee benefit trust (the "**Premier EBT**") to instruct its nominee (as registered owner of the relevant shares) to vote in favour of the Premier Resolution at the Premier General Meeting in respect of the Premier EBT's holding totalling 4,642,830 Premier Shares (representing approximately 4.39 per cent. of the existing issued share capital of Premier as at the Latest Practicable Date), comprised as follows:

Name of Premier Shareholder	Number of Premier Shares	Percentage of Premier issued ordinary share capital (%)
Rysaffe Trustee Company (CI) Limited	4,642,830	4.39

**There can be no guarantee that the trustee of the Premier EBT will follow the instruction referred to above.**

## 9. **Material contracts**

### 9.1 **Material contracts of Miton**

Miton and its subsidiaries have not entered into any material contracts, other than contracts entered into in the ordinary course of business, since 4 September 2017 (being the date that is two years before the commencement of the Offer Period).

### 9.2 **Material contracts of Premier**

Premier and its subsidiaries have not entered into any material contracts, other than contracts entered into in the ordinary course of business, since 4 September 2017 (being the date that is two years before the commencement of the Offer Period).

## **10. Offer-related Agreements**

### **10.1 Non-disclosure Agreement**

Premier and Miton entered into a mutual non-disclosure agreement dated 31 July 2019 pursuant to which each of Premier and Miton has undertaken, among other things, to keep certain information relating to the Merger and the other party confidential and not to disclose it to third parties (other than to permitted parties) unless required by law or regulation.

## **11. Significant change**

11.1 Save as disclosed in this document, and in the unaudited statement of AUM for the half year period ended 30 June 2019, the Miton Directors are not aware of any significant change in the financial or trading position of Miton which has occurred since 31 December 2018 (being the date to which the last audited consolidated financial information of Miton was prepared).

11.2 Save as disclosed in this document, there have been no significant changes in the financial or trading position of Premier since 31 March 2019, being the date to which the Premier Group's last published unaudited interim financial statements were prepared.

## **12. Sources and bases of information**

In this document:

12.1 Unless otherwise stated:

- (i) financial information relating to the Premier Group has been extracted or derived (without any adjustment) from the audited annual report and accounts of the Premier Group for the financial year ended 30 September 2018 and the unaudited interim results of the Premier Group for the six months to 31 March 2019; and
- (ii) financial information relating to the Miton Group has been extracted or derived (without any adjustment) from the audited annual report and accounts of the Miton Group for the financial year ended 31 December 2018.

12.2 The value of the Merger is calculated:

- (i) by reference to the price of 167.50 pence per Premier Share, being the Closing Price on the Latest Practicable Date; and
- (ii) with the Exchange Ratio of 0.30186 of a New Share in exchange for each Miton Share;
- (iii) on the basis of the existing number of Miton Shares in issue referred to in paragraph 12.3 below; and
- (iv) in addition, each Miton Shareholder being entitled to receive the Special Dividend of 4.9 pence per Miton Share which is conditional (and only payable) upon the Scheme becoming Effective.

12.3 As at the Latest Practicable Date, Miton had in issue 172,635,411 Miton Shares and Premier had in issue 105,801,310 Premier Shares.

12.4 The fully diluted ordinary share capital of Miton (being 172,635,411 Miton Shares) is calculated on the basis of:

- (i) the number of issued Miton Shares referred to in paragraph 12.3 above; and
- (ii) that no further issues of Miton Shares will be required in connection with the Miton Share Plans and that the exercise of options over 730,000 Miton Shares for the purposes of the Miton Management Incentive Plan will be satisfied from the Miton Unallocated Shares in issue held by SG Kleinwort Hambros Trust Company (CI) Limited, as trustee of the Miton EBT1 Trustee.

12.5 The diluted share capital of Premier (being 105,801,310 Premier Shares) is calculated on the basis that Premier has no outstanding share options, warrants, convertibles or the right to subscribe for Premier Shares.

- 12.6 Unless otherwise stated, all prices and Closing Prices for Miton Shares and Premier Shares are closing middle market quotations derived from the AIM Appendix to the Daily Official List.
- 12.7 The Pridham Report is a publication that is only available to fund groups that supply their actual sales data and cannot therefore be exhaustive.
- 12.8 Historical pro-forma combined net revenue is derived from last published reported annual accounts as referenced in paragraph 12.1.

### **13. General**

- 13.1 Spencer House and Liberum have given and not withdrawn their written consent to the issue of this document with the inclusion of the references to their names in the form and context in which they appear.
- 13.2 Fenchurch and Numis have given and not withdrawn their written consent to the issue of this document with the inclusion of the references to their names in the form and context in which they appear.
- 13.3 As required by Rule 28.1(a) of the Code, KPMG LLP, as reporting accountants to Premier, have provided a report stating that, in their opinion, the Quantified Financial Benefits Statement has been properly compiled on the basis stated. In addition Fenchurch, as joint financial adviser to Premier, has provided a report stating that, in its view, the Quantified Financial Benefits Statement has been prepared with due care and consideration. As required by Rule 27.2(d)(ii) of the Code, each of KPMG LLP and Fenchurch have confirmed to Premier that the reports that they produced, which were included in Parts B and C of Appendix 4 to the Announcement, continue to apply.
- 13.4 There are no agreements of the kind referred to in Note 11 to the definition of “acting in concert” in the Code which exist between Premier, or any person acting in concert with Premier, and any other person.
- 13.5 Save as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between Premier or any person acting in concert with Premier for the purposes of the Merger and any of the directors, recent directors, shareholders or recent shareholders of Miton, or any person interested or recently interested in Miton Shares, having any connection with or dependence upon, or which is conditional on the outcome of the Scheme.
- 13.6 Save as disclosed in this document, no proposal exists in connection with the Scheme that any payment or other benefit shall be made or given by Premier to any Miton Director as compensation for loss of office or as consideration for, or in connection with, his or her retirement from office.
- 13.7 Except with the consent of the Takeover Panel, settlement of the consideration to which each Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme without regard to any lien or right of set-off, counterclaim or other analogous right to which Premier may otherwise be or claim to be, entitled against any such Scheme Shareholder.
- 13.8 Save as disclosed in this document, the emoluments of the Miton Directors and the Premier Directors will not be affected by the Merger or any other associated transaction.
- 13.9 Miton does not have significant fixed assets (other than premises) and the Premier Board envisages no material redeployment of the fixed assets of Miton.
- 13.10 With effect from the Effective Date, the earnings, assets and liabilities of the Combined Group will include the consolidated earnings, assets and liabilities of Miton on the Effective Date.

### **14. Other information**

- 14.1 As at the Latest Practicable Date, Miton held no Miton Shares as Treasury Shares.

14.2 Save as disclosed in this document, the Miton Directors are not aware of any material change in relation to any material information previously published by or on behalf of Miton during the Offer Period.

14.3 Save as disclosed in this document, the Premier Directors are not aware of any material change in relation to any material information previously published by or on behalf of Premier during the Offer Period.

## 15. Fees and expenses

15.1 The aggregate fees and expenses which are expected to be incurred by Miton in connection with the Merger are estimated to amount to £2,047,000 but excluding applicable VAT and other taxes. This aggregate number consists of the following categories:

Category	Amount (£)
Financial and corporate broking advice	1,415,000 <sup>1</sup>
Legal advice	455,000 <sup>2</sup>
Accounting advice	0
Public relations advice	55,000
Other professional services	96,000
Other costs and expenses	26,000
<b>TOTAL</b>	<b><u>2,047,000</u></b>

### Note:

1. The amount of the aggregate fees and expenses for these services depends on whether the Merger successfully completes and comprises a variable component based on the implied value of Miton at completion of the Merger.
2. These services are charged by reference to hourly rates. Amounts included here reflect the time incurred up to the Latest Practicable Date and an estimate of the further time required.

15.2 The aggregate fees and expenses which are expected to be incurred by Premier in connection with the Merger are estimated to amount to approximately £1,300,000 excluding applicable VAT and other taxes. This aggregate number consists of the following categories:

Category	Amount (£)
Financial and corporate broking advice	800,000 <sup>1</sup>
Legal advice	300,000 <sup>2</sup>
Accounting advice	175,000
Public relations advice	25,000
Other professional services	0
Other costs and expenses	0
<b>TOTAL</b>	<b><u>1,300,000</u></b>

### Note:

1. The variable component of these fees is to be agreed between Premier and the relevant advisers.
2. These services are charged by reference to hourly or daily rates. Amounts included here reflect the time incurred up to the Latest Practicable Date and an estimate of the further time required.

## 16. Documents available for inspection

16.1 Until and including the Effective Date (or the date on which the Scheme lapses or is withdrawn, if earlier) copies of the following documents will be available via the link on Miton's website at: [www.mitongroup.com/announcements](http://www.mitongroup.com/announcements) and on Premier's website at [www.premierfunds.co.uk/corporate/recommended-all-share-merger-with-miton-group-plc](http://www.premierfunds.co.uk/corporate/recommended-all-share-merger-with-miton-group-plc):

- (i) the memorandum and articles of association of Miton;
- (ii) a draft of the articles of association of Miton as proposed to be amended at the General Meeting;
- (iii) the memorandum and articles of association of Premier;

- (iv) the audited consolidated financial statements of the Miton Group for the two years ending 31 December 2017 and 2018 and the unaudited statement of AUM for the half year ended 30 June 2019;
- (v) the audited consolidated financial statements of the Premier Group for the two years ending 30 September 2017 and 2018 and the unaudited interim results of the Premier Group for the six months to 31 March 2019;
- (vi) copies of the reports and confirmations from KPMG LLP and Fenchurch referred to in paragraph 13.3 of this Part VII;
- (vii) copies of the irrevocable undertakings, letters of intent and undertakings to instruct referred to at paragraph 8 of this Part VII;
- (viii) a copy of the offer-related agreement referred to at paragraph 10 of this Part VII;
- (ix) a copy of the written consent from each of Liberum and Spencer House referred to at paragraph 13.1 of this Part VII;
- (x) a copy of the written consents from each of Fenchurch and Numis referred to at paragraph 13.2 of this Part VII; and
- (xi) this document (including any other documents incorporated by reference herein), and the Forms of Proxy.

## **17. Information incorporated by reference**

- 17.1 Parts of other documents are incorporated by reference into, and form part of, this document.
- 17.2 Part V of this document sets out which sections of certain documents are incorporated by reference into, and form part of, this document.
- 17.3 A person who has received this document may request a copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference will not be sent to such persons unless requested from Miton's Registrars, Link Asset Services, in writing, at Link Asset Services, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom, or by calling the Shareholder Helpline on 0871 664 0300 (if calling from within the UK) or +44 (0) 371 664 0300 (if calling from outside the UK). Lines are open between 9.00 a.m. to 5.30 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls to the Shareholder Helpline cost 12 pence per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be monitored or recorded. Please note that the Shareholder Helpline operators cannot provide advice on the merits of the Scheme, nor give any financial, tax, investment or legal advice.

## PART VIII

### DEFINITIONS

The following definitions apply throughout this document, unless otherwise stated:

<b>£ or Sterling or pounds sterling or pence or GBP</b>	the lawful currency of the United Kingdom;
<b>Additional Miton Dividend</b>	has the meaning given to it in paragraph 14 of Part 1;
<b>Admission</b>	the admission of the New Shares to trading on AIM;
<b>AIM</b>	the market of that name operated by the London Stock Exchange;
<b>AIM Rules</b>	the AIM Rules for Companies published by the London Stock Exchange from time to time;
<b>Announcement</b>	the announcement of the Merger made on 4 September 2019 in accordance with Rule 2.7 of the Code;
<b>Articles or Miton Articles</b>	the articles of association of Miton;
<b>AUM</b>	assets under management;
<b>BLUE Form of Proxy</b>	the BLUE Form of Proxy for use by Miton Shareholders in relation to the Miton Court Meeting;
<b>Board of the Combined Group</b>	the Board of Premier post-completion of the Merger;
<b>Business Day</b>	a day, other than a Saturday, Sunday, public holiday or bank holiday, on which banks are generally open for normal business in the City of London;
<b>certificated form</b>	not in uncertificated form (that is, not in CREST);
<b>Closing Price</b>	the closing middle market quotation of a share derived from the AIM Appendix to the Daily Official List of the FCA on that day;
<b>Code</b>	the UK Code on Takeovers and Mergers;
<b>Combined Group</b>	the enlarged group following the Scheme becoming Effective comprising the Premier Group and the Miton Group;
<b>Company</b>	Miton Group plc, incorporated in England and Wales with registered number 05160210;
<b>Companies Act or the Act</b>	the United Kingdom Companies Act 2006, as amended from time to time;
<b>Conditions</b>	the conditions to the implementation of the Scheme as set out in Part IV of this document;
<b>Court</b>	the High Court of Justice, Business and Property Courts of England and Wales, Companies Court;
<b>Court Order</b>	the order of the Court sanctioning the Scheme under Part 26 of the Companies Act;
<b>CREST</b>	the relevant system (as defined in the Regulations) in respect of which Euroclear is the Operator (as defined in the Regulations);
<b>CREST Manual</b>	The CREST manual issued by Euroclear;



<b>CREST Proxy Instruction</b>	has the meaning given to it on page 10 of this document;
<b>Dealing Disclosure</b>	has the same meaning as in Rule 8 of the Code;
<b>Disclosed</b>	the information fairly disclosed by, or on behalf of Miton: (i) in the data room established on behalf of Miton for the purposes of the Merger, on or before 6.30 p.m. on 3 September 2019; (ii) in the Miton 2018 Annual Report and Accounts; (iii) in the Announcement; (iv) in any other public announcement made by Miton in accordance with the Market Abuse Regulation, the AIM Rules, or the Disclosure Guidance and Transparency Rules prior to the Announcement; or (v) as disclosed in writing prior to the date of the Announcement by or on behalf of Miton to Premier (or its respective officers, employees, agents or advisers in their capacity as such);
<b>Disclosure Table</b>	the disclosure table on the Takeover Panel's website at <a href="http://www.thetakeoverpanel.org.uk">www.thetakeoverpanel.org.uk</a> ;
<b>Disclosure Guidance and Transparency Rules</b>	the disclosure guidance and transparency rules made by the FCA pursuant to section 73A of FSMA, as amended from time to time;
<b>Effective</b>	in the context of the Merger: <ul style="list-style-type: none"> <li>(a) the Scheme having become effective pursuant to its terms, upon the delivery of the Court Order to the Registrar of Companies; or</li> <li>(b) if the Merger is implemented by way of an Offer, such Offer having been declared and become unconditional in all respects in accordance with the requirements of the Code;</li> </ul>
<b>Effective Date</b>	the date upon which: (a) the Scheme becomes Effective; or (b) if Premier elects and the Takeover Panel consents to implement the Merger by way of an Offer, the Offer becomes or is declared unconditional in all respects;
<b>Euroclear</b>	Euroclear UK & Ireland Limited;
<b>European Union</b>	an economic and political union of 28 member states which are located primarily in Europe;
<b>Exchange Ratio</b>	0.30186 of a New Share in exchange for each Miton Share;
<b>Excluded Shares</b>	any Miton Shares at the Scheme Record Time: (i) of which Premier or any member of the Premier Group is the registered holder; (ii) which are beneficially owned by Premier or any member of the Premier Group; or (iii) held by the Company in treasury;
<b>FCA</b>	the UK Financial Conduct Authority or its successor from time to time;
<b>Fenchurch</b>	Fenchurch Advisory Partners LLP, lead financial adviser to Premier;
<b>Final Interim Dividend</b>	has the meaning given to it in paragraph 14 of Part 1;
<b>Forms of Proxy</b>	the BLUE Form of Proxy and the WHITE Form of Proxy for the Miton Court Meeting and the Miton General Meeting respectively, which accompany this document;

<b>FSMA</b>	the Financial Services and Markets Act 2000 (as amended, modified, re-enacted or replaced from time to time);
<b>HMRC</b>	HM Revenue & Customs or its successors from time to time;
<b>ISIN</b>	International Securities Identification Number;
<b>Latest Practicable Date</b>	16 September 2019, being the latest practicable date prior to the publication of this document;
<b>Liberum</b>	Liberum Capital Limited, nominated adviser, financial adviser and corporate broker to Miton;
<b>London Stock Exchange</b>	London Stock Exchange PLC;
<b>Long Stop Date</b>	31 January 2020 or such later date (if any) as Premier and Miton may, with the consent of the Takeover Panel, agree and (if required) the Court may allow;
<b>Management Incentive Plan</b>	the share option plan adopted by Midas Capital PLC (now Miton) on 3 June 2009;
<b>Market Abuse Regulation</b>	The Market Abuse Regulation (2014/596/EU);
<b>MEI Shares</b>	has the meaning given to it on page 74 of this document;
<b>Merger</b>	the proposed merger by acquisition of the entire issued and to be issued ordinary share capital of Miton by Premier, to be effected by the Scheme as described in this document (or by the Offer under certain circumstances described in this document);
<b>Miton</b>	Miton Group plc, incorporated in England and Wales with registered number 05160210;
<b>Miton 2018 Annual Report and Accounts</b>	the full year results of the Miton Group for year ended 31 December 2018 which are incorporated by reference into this document and which are available from the Miton Group's website at <a href="http://www.mitongroup.com/announcements">www.mitongroup.com/announcements</a> ;
<b>Miton Allocated Shares</b>	Miton Shares in which selected Miton employees jointly own the beneficial interest with the Miton EBT2 Trustee on the terms of the Miton Management Equity Incentive Plan;
<b>Miton Board or Board</b>	the board of directors of Miton;
<b>Miton Court Hearing</b>	the hearing by the Court to sanction the Scheme and, if such hearing is adjourned, references to the commencement of any such hearing shall mean the commencement of the final adjournment thereof;
<b>Miton Court Meeting</b>	the meeting (or any adjournment, postponement or reconvention thereof) of the Scheme Shareholders (or the relevant class or classes thereof) convened by order of the Court pursuant to section 896 of the Companies Act, notice of which is set out in Part IX of this document, to consider and, if thought fit, approve the Scheme (with or without modification);
<b>Miton Directors</b>	the directors of Miton from time to time and Miton Director means any one of them;
<b>Miton EBT Trustees</b>	Miton EBT1 Trustee and Miton EBT2 Trustee;
<b>Miton EBT1 Trustee</b>	the trustee of the MAM Funds plc Employee Benefit Trust No. 1 established on 14 April 2011;

<b>Miton EBT2 Trustee</b>	the trustee of the MAM Funds plc Employee Benefit Trust No. 2 established on 14 April 2011;
<b>Miton Employee Benefit Trusts</b>	the MAM Funds plc Employee Benefit Trust No. 1 established on 14 April 2011 and the MAM Funds plc Employee Benefit Trust No. 2 established on 14 April 2011;
<b>Miton Executive Directors</b>	David Barron, Gervais Williams and Piers Harrison;
<b>Miton General Meeting</b>	the general meeting (or any adjournment, postponement or reconvention thereof) of Miton Shareholders to be convened in connection with the Scheme;
<b>Miton Group</b>	Miton and its subsidiaries and subsidiary undertakings from time to time;
<b>Miton Management Equity Incentive Plan</b>	arrangements pursuant to which selected Miton employees jointly own the beneficial interest in Miton Shares with the Miton EBT2 Trustee and the legal ownership of such Miton Shares is held by the Miton EBT1 Trustee;
<b>Miton Meetings</b>	the Miton Court Meeting and the Miton General Meeting;
<b>Miton Non-Executive Directors</b>	Jim Pettigrew, Jim Davies, Katrina Hart and Alan Walton;
<b>Miton Share Plans</b>	the Miton Management Equity Incentive Plan, the Management Incentive Plan and the Share Incentive Plan;
<b>Miton Shares</b>	ordinary shares of £0.001 each in the capital of Miton;
<b>Miton Shareholders</b>	the registered holders of Miton Shares from time to time;
<b>Miton Unallocated Shares</b>	all Miton Shares in which the legal interest is held by the Miton EBT1 Trustee other than Miton Allocated Shares;
<b>New Shares</b>	the new Premier Shares to be issued fully paid to the Scheme Shareholders pursuant to the Scheme (and any other Miton Shares which are issued after the Scheme becomes Effective);
<b>Notice of Miton General Meeting</b>	the notice of Miton General Meeting set out in Part X of this document;
<b>Numis</b>	Numis Securities Limited, financial adviser, nominated adviser and joint corporate broker to Premier;
<b>Offer</b>	should the Merger be implemented by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act 2006, the recommended offer to be made by or on behalf of Premier to acquire the entire issued and to be issued ordinary share capital of Miton and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;
<b>Offer Period</b>	the period commencing on 4 September 2019 and ending on the earlier of the date on which the Scheme becomes Effective and/or the date on which the Scheme lapses or is withdrawn (or such other date as the Panel may decide);
<b>Opening Position Disclosure</b>	has the same meaning as in Rule 8 of the Code;
<b>Overseas Shareholders</b>	Scheme Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom;
<b>Premier</b>	Premier Asset Management Group PLC, incorporated in England and Wales with registered number 06306664;

<b>Premier 2018 Annual Report and Accounts</b>	the full year results of the Premier Group for year ended 30 September 2018 which are incorporated by reference into this document and which are available from the Premier Group's website at <a href="http://www.premierfunds.co.uk/corporate">www.premierfunds.co.uk/corporate</a> ;
<b>Premier Articles</b>	the articles of association of Premier;
<b>Premier Board</b>	the board of directors of Premier;
<b>Premier Circular</b>	the circular sent by Premier to Premier Shareholders in connection with the Merger, which includes a notice convening the Premier General Meeting;
<b>Premier Directors</b>	the directors of Premier from time to time and Premier Director means any one of them;
<b>Premier General Meeting</b>	the meeting of Premier Shareholders to be convened to consider and, if thought fit, approve the Premier Resolution, including any adjournment thereof;
<b>Premier Group</b>	Premier and its subsidiaries and subsidiary undertakings;
<b>Premier Resolution</b>	the shareholder resolution of Premier proposed to be passed by the Premier Shareholders at the Premier General Meeting as set out in the notice of the Premier General Meeting contained in the Premier Circular;
<b>Premier Share Scheme</b>	the discretionary employee benefit trust known as the Premier Asset Management Group Employee Benefit Trust;
<b>Premier Shares</b>	the ordinary shares of £0.0002 each in the capital of Premier (including, if the context requires, the New Shares);
<b>Premier Shareholders</b>	the registered holders of Premier Shares from time to time;
<b>Premier's Registrar</b>	Link Asset Services of The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU;
<b>Quantified Financial Benefits Statement</b>	the quantified financial benefits statement contained in Appendix 4 of the Announcement;
<b>Registrars or Link Asset Services</b>	Link Asset Services, the registrars of Miton;
<b>Registrar of Companies</b>	the Registrar of Companies in England and Wales;
<b>Regulations</b>	the Uncertificated Securities Regulations 2001 (SI 2001/3755);
<b>Regulatory Information Service or RIS</b>	a service approved by the London Stock Exchange for the distribution to the public of announcements and included on the list maintained on the London Stock Exchange's website;
<b>Resolution</b>	the special resolution to be proposed by Miton at the Miton General Meeting in connection with the approval of the Scheme, the alteration of the Miton Articles and such other matters as may be necessary to implement the Scheme;
<b>Restricted Jurisdiction</b>	any jurisdiction where local laws or regulations may result in significant risk of civil, regulatory or criminal exposure if information concerning the Merger is sent or made available in that jurisdiction;
<b>Restricted Shareholders</b>	Miton Shareholders, with registered addresses in, or who are resident and/or located in, one or more Restricted Jurisdictions;

<b>Scheme</b>	the proposed scheme of arrangement under Part 26 of the Companies Act between Miton and the Scheme Shareholders (the full terms of which are set out in this document), with or subject to any modification, addition or condition which Premier and Miton may agree, and if required, the Court may approve or impose;
<b>Scheme Record Time</b>	the time and date specified in the Scheme expected to be 6:00 p.m. on the Business Day falling on the date of the Miton Court Hearing;
<b>Scheme Shareholders</b>	holders of Scheme Shares;
<b>Scheme Shares</b>	the Miton Shares: <ul style="list-style-type: none"> <li>(a) in issue as at the date of this document;</li> <li>(b) (if any) issued after the date of this document and prior to the Voting Record Time; and</li> <li>(c) (if any) issued on or after the Voting Record Time and at or prior to the Scheme Record Time, in respect of which the original or any subsequent holders thereof will be bound by the Scheme,</li> </ul> in each case, other than the Excluded Shares;
<b>Share Incentive Plan</b>	the Miton Group plc Share Incentive Plan 2014 adopted by Miton on 28 October 2014;
<b>Special Dividend</b>	has the meaning set out in paragraph 14 of Part 1 of this document;
<b>Spencer House</b>	Spencer House Partners LLP, Rule 3 adviser to Miton;
<b>Substantial Interest</b>	in relation to an undertaking, a direct or indirect interest in ten per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking;
<b>Takeover Panel or Panel</b>	the UK Panel on Takeovers and Mergers;
<b>Third Party</b>	has the meaning set out in condition (h);
<b>Treasury Shares</b>	any Miton Shares which are for the time being held by Miton as Treasury Shares (within the meaning of the Companies Act);
<b>uncertificated or uncertificated form</b>	registered as being held in uncertificated form in CREST and title to which, by virtue of the Regulations, may be transferred by means of CREST;
<b>United Kingdom or UK</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>United States or US</b>	the United States of America, its territories and possessions, any State of the United States of America and the District of Columbia;
<b>US Exchange Act</b>	the US Securities Exchange Act of 1934, and the rules and regulations promulgated thereunder;
<b>US Holder</b>	holders of Miton Shares ordinarily resident in the US or with a registered address in the US, and any custodian, nominee or trustee holding Miton Shares for persons in the US or with a registered address in the US;

<b>US Securities Act</b>	the US Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;
<b>Voting Record Time</b>	6:30 p.m. on the day which is two Business Days before the date of the Miton Court Meeting or, if the Miton Court Meeting is adjourned, 6:30 p.m. on the day which is two business days before the date set for the adjourned Miton Court Meeting;
<b>WHITE Form of Proxy</b>	the WHITE Form of Proxy for use by Miton Shareholders in relation to the Miton General Meeting;
<b>Wider Miton Group</b>	Miton and its subsidiaries, subsidiary undertakings and associated undertakings and any other body corporate, partnership, joint venture or person in which Miton and such undertakings (aggregating their interests) have a Substantial Interest or the equivalent; and
<b>Wider Premier Group</b>	Premier and its subsidiaries, subsidiary undertakings and associated undertakings and any other body corporate, partnership, joint venture or person in which Premier and all such undertakings (aggregating their interests) have a Substantial Interest or the equivalent.

In this document:

- (a) all times referred to are to London time unless otherwise stated;
- (b) references to the singular include the plural and vice versa, unless the context otherwise requires;
- (c) “subsidiary”, “subsidiary undertaking” and “undertaking” have the meanings given by the Companies Act and “associated undertaking” has the meaning given to it by paragraph 19 of Schedule 6 of the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008, other than paragraph 1(b) thereof which shall be excluded for this purpose; and
- (d) all references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

## PART IX

### NOTICE OF COURT MEETING

IN THE HIGH COURT OF JUSTICE

No. CR-2019-005450

BUSINESS AND PROPERTY COURTS  
OF ENGLAND AND WALES  
COMPANIES COURT

Insolvency and Companies Court Judge Mullen

IN THE MATTER OF MITON GROUP PLC

- and -

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an order dated 16 September 2019 made in the above matters, the Court has given permission for Miton Group plc (the “**Company**”) to convene a meeting (the “**Court Meeting**”) of the Scheme Shareholders (as defined in the Scheme of Arrangement referred to below), for the purposes of considering and, if thought fit, approving (with or without modification) a scheme of arrangement (the “**Scheme of Arrangement**”) pursuant to Part 26 of the Companies Act 2006, as amended from time to time (the “**Companies Act**”) proposed to be made between the Company and the holders of Scheme Shares.

The Court Meeting will be held at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH on 9 October 2019 at 10.00 a.m., at which place and time all Scheme Shareholders entitled to vote are requested to attend either in person or by proxy.

Voting on the resolution will be by poll which may be conducted as the chairman of the Court Meeting shall determine. For the Court Meeting (or any adjournment thereof) to be properly convened, a quorum of two persons entitled to vote on the business to be transacted, each being a Scheme Shareholder, the proxy of a Scheme Shareholder or (where the Scheme Shareholder is a corporation) a duly authorised representative must be present.

A copy of the Scheme of Arrangement and a copy of the explanatory statement required to be furnished pursuant to section 897 of the Companies Act are incorporated in the document of which this notice forms part.

**Holders of Scheme Shares entitled to attend and vote at the Miton Court Meeting may vote in person at the Miton Court Meeting or they may appoint another person or persons, whether a member of the Company or not, as their proxy to attend and vote in their stead. A BLUE Form of Proxy for use in connection with the Miton Court Meeting is enclosed with this Notice. Holders of Scheme Shares entitled to attend and vote at the Miton Court Meeting who hold their shares in uncertificated form through CREST may appoint a proxy or proxies through the CREST electronic proxy appointment service by using the procedures described in the CREST manual (available at [www.euroclear.com](http://www.euroclear.com)).**

**Completion and return of the BLUE Form of Proxy, or the appointment of a proxy through CREST, shall not prevent a holder of Scheme Shares from attending and voting in person at the Miton Court Meeting or any adjournment thereof.**

Scheme Shareholders are entitled to appoint a proxy in relation to the Miton Court Meeting in respect of some or all of their Scheme Shares. Scheme Shareholders are also entitled to appoint more than one proxy in relation to the Miton Court Meeting, provided that each proxy is appointed to exercise the rights attached to a different Scheme Share or Scheme Shares held by such Scheme Shareholder. A space has been included in the BLUE Form of Proxy to allow Scheme Shareholders to specify the number of shares in respect of which that proxy is appointed. Scheme Shareholders who return the BLUE Form of Proxy duly executed but leave this space blank shall be deemed to have appointed the proxy in respect of all their Scheme Shares.

Scheme Shareholders who wish to appoint more than one proxy in respect of their shareholding should contact the Company's registrars, Link Asset Services, on the Shareholder Helpline on 0871 664 0300 (if calling from within the UK) or on +44 (0) 371 664 0300 (if calling from outside the UK) for further BLUE forms of proxy or photocopy the BLUE Form of Proxy as required. Lines are open between 9.00 a.m. and 5.30 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls to the Shareholder Helpline cost 12 pence per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored for security and training purposes. Please note that the Shareholder Helpline operators cannot provide advice on the merits of the Scheme, nor give any financial, tax, investment or legal advice. Such Scheme Shareholders should also read the information regarding the appointment of multiple proxies set out on page 10 of the document of which this Notice forms part and on the BLUE Form of Proxy.

It is requested that BLUE forms of proxy, and any power of attorney or other authority under which they are executed (or a duly certified copy of any such power or authority), be lodged with the Company's registrars, Link Asset Services, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom, or be submitted electronically or via CREST, by no later than 10.00 a.m. on 7 October 2019 (or not less than 48 hours (excluding non-working days) before the time appointed for any adjourned meeting), but if forms are not so lodged or submitted they may be handed to Link Asset Services, the Company's Registrars on behalf of Alan Walton as Chairman of the Court Meeting, whom failing him, any director of Miton, at the start of the Miton Court Meeting.

In the case of joint holders of Scheme Shares, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the vote(s) of the other joint holder(s), and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

Forms of Proxy may alternatively be submitted electronically by logging on to the following website: [www.signalshares.com](http://www.signalshares.com) and following the instructions there. For an electronic proxy appointment to be valid, the appointment must be received by Link Asset Services no later than 10.00 a.m. on 7 October 2019.

As an alternative to appointing a proxy, any Scheme Shareholder which is a corporation may appoint one or more corporate representatives who may exercise on its behalf, all its powers as a member provided that no more than one corporate representative exercises power over the same share. Only one corporate representative is to be counted in determining whether under section 899(1) of the Companies Act whether a majority in number of the Scheme Shareholders approved the Scheme. The Chairman of the Miton Court Meeting may require a corporate representative to produce to the Company's Registrars his written authority to attend and vote at the Miton Court Meeting at any time before the start of the Miton Court Meeting. The representative shall not be entitled to exercise the powers conferred on them by the Scheme Shareholder until any such demand has been satisfied.

Entitlement to attend and vote at the Miton Court Meeting or any adjournment thereof and the number of votes which may be cast thereat shall be determined by reference to the register of members of the Company at 6:30 p.m. on the day which is two Business Days (as defined in the Scheme) before the date of the Miton Court Meeting (or, if the Miton Court Meeting is adjourned, at that adjourned meeting). In each case, changes to the register of members of the Company after such time shall be disregarded.

By the Order, the Court has appointed Alan Walton, whom failing him, any director of Miton, to act as Chairman of the Miton Court Meeting and has directed the Chairman to report the result thereof to the Court.

The Scheme of Arrangement shall be subject to the subsequent sanction of the Court.

Dated 17 September 2019

**Stephenson Harwood LLP**

1 Finsbury Circus

London

EC2M 7SH

Solicitors for Miton Group plc



## PART X

### NOTICE OF GENERAL MEETING

#### MITON GROUP PLC

*(Incorporated in England and Wales with registered number 05160210)*

NOTICE IS HEREBY GIVEN that a General Meeting of Miton Group plc (the “**Company**”) will be held at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH on 9 October 2019 at 10.10 a.m. (UK time) (or as soon thereafter as the Miton Court Meeting (as defined in the document of which this notice forms part) shall have been concluded or adjourned) for the purpose of considering and, if thought fit, passing the following resolution which shall be proposed as a special resolution:

#### SPECIAL RESOLUTION

“THAT:

- (a) for the purpose of giving effect to the scheme of arrangement dated 17 September 2019 (the “**Scheme**”) between the Company and the Scheme Shareholders (as defined in the Scheme), a print of which has been produced to this meeting and, for the purpose of identification, signed by the Chairman hereof, in its original form or with, or subject to, any modification, addition or condition approved or imposed by the Court (as defined in the Scheme) and jointly consented to by the Company and Premier Asset Management Group PLC, the directors of the Company be authorised to take all such actions as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (b) with effect from the passing of this resolution, the articles of association of the Company be and are hereby amended by the adoption and inclusion of the following new article 208:

#### “208. Scheme of Arrangement

208.1 In this Article, references to the “**Scheme**” means the scheme of arrangement dated 17 September 2019 between the Company and the Scheme Shareholders (as defined in the Scheme) under Part 26 of the Companies Act 2006 in its original form or with, or subject to, any modification, addition or condition approved or imposed by the Court (as defined in the Scheme) and jointly consented to by the Company and Premier Asset Management Group PLC (“**Premier**”) and (save as defined in this Article) expressions defined in the Scheme shall have the same meanings in this Article.

208.2 Notwithstanding any other provision of these Articles, if the Company issues any Ordinary Shares other than to Premier or its nominee(s) on or after the adoption of this Article and prior to the Scheme Record Time, such Ordinary Shares shall be issued subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the original or any subsequent holder or holders of such Ordinary Shares shall be bound by the Scheme accordingly.

208.3 Notwithstanding any other provisions of these Articles, subject to the Scheme becoming effective, any Ordinary Shares issued or transferred to any person (other than under the Scheme or to Premier or its nominee(s)) (a “**New Member**”) after the Scheme Record Time (each a “**Post-Scheme Share**”), shall be issued or transferred on terms that they shall on the Effective Date or, if later, on issue or transfer be immediately transferred to Premier (or as Premier may otherwise direct) in consideration of and conditional on the allotment and issue or transfer by Premier to the New Member of such number of New Shares (the “**Premier Consideration Shares**”) as that New Member would have been entitled to had each Post-Scheme Share been a Scheme Share.

208.4 The Premier Consideration Shares allotted and issued or transferred to a New Member pursuant to article 208.3 shall be credited as fully paid and shall rank pari passu in all respects with all other Premier Shares in issue at that time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of allotment) and shall be subject to the Articles of Association of Premier from time to time.

- 208.5 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation prior to the issue of the Premier Consideration Shares), the number of Premier Consideration Shares to be allotted and issued and/or transferred per Post-Scheme Share pursuant to Article 208.3 above shall be adjusted by the directors of Premier, in such manner as the auditors of the Company or an independent investment bank selected by Premier may determine to be fair and reasonable to the New Member to reflect such reorganisation or alteration. References in this Article to Ordinary Shares shall, following such adjustment, be construed accordingly.
- 208.6 In order to give effect to any transfer required by this Article 208, the Company may appoint any person as attorney for the New Member to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of Premier (or as Premier may otherwise direct) and do all such other things and execute and deliver all such documents as may in the opinion of the attorney be necessary or desirable to vest the Post-Scheme Shares in Premier (or as Premier may otherwise direct) and pending such vesting to exercise all such rights to the Post-Scheme Shares as Premier may direct. If an attorney is so appointed, the New Member shall not thereafter (except to the extent that the attorney fails to act in accordance with the directions of Premier) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed by Premier. The Company may give good receipt for the purchase price of the Post-Scheme Shares and may register Premier as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member for any Post-Scheme Shares.
- 208.7 Premier Consideration Shares allotted to any New Member pursuant to Article 208.3 above shall not be allotted as fractions of shares but any fractions of shares to which a New Member would otherwise have been entitled shall be aggregated and sold in the market and the net proceeds of sale shall not be paid to New Members but will be retained for the benefit of Premier.
- 208.8 If the Scheme shall not have become effective by the date referred to in clause 8 of the Scheme, (or such later date, if any, as Premier and the Company may agree and the Court may allow) this Article shall be of no effect.
- 208.9 Notwithstanding any other provision of these Articles, both the Company and the Directors may refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date.”

By order of the Board

**Catriona Fletcher**  
*Company Secretary*

6th Floor  
Paternoster House  
65 St Paul's Churchyard  
London  
EC4M 8AB

17 September 2019

**Notes:**

**Right to vote**

1. Only those holders of ordinary shares on the register of members of the Company at 6.30 p.m. (UK time) on 7 October 2019 or, if the Miton General Meeting is adjourned, 6.30 p.m. (UK time) on the date which is two business days before the time fixed for the adjourned Miton General Meeting, or their duly appointed proxies, shall be entitled to attend or vote at the Miton General Meeting in respect of the number of ordinary shares registered in their name on that date and time. Changes to the register of members after that time shall be disregarded in determining the rights of any person to attend or vote.

**Appointing a proxy**

2. Shareholders are entitled to appoint one or more proxies to exercise all or any of their rights to attend, speak and vote on their behalf at the Miton General Meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that Shareholder. A proxy need not be a Shareholder of the Company.
3. If you do not have a Form of Proxy and believe that you should have one, or if you require additional forms, you should contact the Company's registrar, Link Asset Services.

4. To be valid, you must register your proxy appointment and voting instructions by one of the following three methods:
  - (a) return the hard copy Form of Proxy by post (no envelope or stamp required if posting from the UK) or (during normal business hours only) by hand to Link Asset Services, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom; or
  - (b) online at [www.signalshares.com](http://www.signalshares.com) by following the on-screen instruction and citing the investor code provided on your Form of Proxy; or
  - (c) in the case of CREST members, by utilising the CREST Electronic Proxy Appointment service in accordance with the procedures set out below.
5. If a Form of Proxy is signed by an unregistered agent, the power of attorney or other authority relied on to sign it, or a copy that has been duly certified, must be delivered with the Form of Proxy. In each case, the appointment must be received by Link Asset Services no later than 10.10 a.m. (UK time) on 7 October 2019 (or, if the Miton General Meeting is adjourned, 48 hours (excluding non-working days) before the time fixed for the adjourned Miton General Meeting).

#### **Electronic Proxy Appointment through CREST**

6. CREST members who wish to appoint a proxy or proxies through the CREST Electronic Proxy Appointment service may do so by using the procedures described in the CREST Manual (available at [www.euroclear.com](http://www.euroclear.com)). CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a voting service provider, should refer to their CREST sponsor or voting service provider, who will be able to take the appropriate action on their behalf.
7. In order for a proxy appointment or instruction made using CREST to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear's specifications, and must contain the information required for such instruction, as described in the CREST Manual.
8. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Link Asset Services (ID RA10) by 10.10 a.m. (UK time) on 7 October 2019 (or if the Miton General Meeting is adjourned, 48 hours (excluding non-working days) before the time fixed for the adjourned Miton General Meeting). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Applications Host) from which Link Asset Services is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
9. CREST members and, where applicable, their CREST sponsors or voting service provider, should note that Euroclear does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service provider(s), are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
10. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.
11. The return of a completed Form of Proxy, any other such instrument, or any CREST Proxy Instruction, does not preclude a Shareholder from attending the Miton General Meeting and speaking and voting in person if they wish to do so.

#### **Appointing a corporate representative**

12. A Shareholder that is a corporation may authorise a person or persons to act as its representative(s) at the Miton General Meeting. In accordance with the provisions of the Companies Act 2006 (as amended by the Companies (Shareholders' Rights) Regulations 2009), each such representative may exercise (on behalf of the corporation) the same powers as the corporation could exercise if it were an individual member of the Company, provided that they do not do so in relation to the same Miton Shares. It is therefore no longer necessary to nominate a designated corporate representative.

#### **Nominated persons**

13. Any person to whom this Notice is sent who is a person nominated under Section 146 of the Companies Act 2006 to enjoy information rights (a "**Nominated Person**") does not, in that capacity, have a right to appoint a proxy, such right only being exercisable by Shareholders of the Company. However, Nominated Persons may, under agreement with the Shareholder who nominated them, have a right to be appointed (or to have someone else appointed) as a proxy for the Miton General Meeting.

#### **Total voting rights**

14. As at 16 September 2019 (being the latest practicable date prior to publication of this Notice), the Company's issued share ordinary capital consisted of 172,635,411 ordinary shares, carrying one vote each. There are no Treasury Shares. Consequently, the total voting rights in the Company are 172,635,411 ordinary shares.

#### **Availability of documents and other information**

15. The following information is available on the Company's website at [www.mitongroup.com](http://www.mitongroup.com):
  - (i) this Notice of General Meeting;
  - (ii) the total voting rights and number and class of shares in respect of which shareholders are entitled to exercise voting rights at the Miton General Meeting;

- (iii) shareholders' rights to include business to be dealt with at the Miton General Meeting; and
  - (iv) shareholders' statements, resolution and matters of business received by the Company after the first date on which Notice of the Miton General Meeting was given.
16. The contents of this Notice, details of the total number of shares in respect of which members are entitled to exercise voting rights at the Miton General Meeting and, if applicable, members' statements, members' resolution or members' matters of business received by the Company after the date of this Notice will be available on the Company's website at [www.mitongroup.com](http://www.mitongroup.com).
  17. You may not use any electronic address provided either in this Notice or any related documents (including the Form of Proxy) to communicate with the Company for any purposes other than those expressly stated.
  18. Any electronic communication, including the lodgement of an electronic Form of Proxy received by the Company, or its agents, that is found to contain any virus will not be accepted.

#### **Voting**

19. Voting on the Resolution set out in the notice of the Miton General Meeting will be by poll. The Chairman will invite each Shareholder, corporate representative and proxy present at the Miton General Meeting to complete a poll card indicating how they wish to cast their votes in respect of the Resolution. In addition, the Chairman will cast the votes for which he has been appointed as proxy. Poll cards will be collected at the end of the Miton General Meeting. Once the results have been verified by the Company's registrar, Link Asset Services, they will be announced through a Regulatory Information Service and will be available to view on the Company's website.

#### **Shareholders' right to ask questions**

20. All members attending the Miton General Meeting (in person or by proxy) have the right to ask questions. The Company will endeavour at the Miton General Meeting to answer any question relating to the business being conducted. However, the Directors may choose not to answer any questions: (i) which would interfere unduly with the Miton General Meeting; (ii) which would involve the disclosure of confidential information; (iii) if the answer has already been given on a website in the form of an answer to a question; or (iv) if it is undesirable in the interest of the Company or the good order of the Miton General Meeting that the question be answered.

## APPENDIX 1

### QUANTIFIED FINANCIAL BENEFITS STATEMENT

The Premier Directors expect recurring run-rate pre-tax cost synergies of approximately £7 million per annum will be achieved three years after completion of the Merger.

The constituent elements of the quantified cost synergies, which are expected to originate from the cost bases of both Premier and Miton include:

- Harmonisation of operating models where savings are envisaged from alignment of third party service providers and IT systems, as well as consolidation of operations functions, representing approximately 45 per cent. of the run-rate savings.
- Rationalisation of central and head office functions where there are economies of scale, representing approximately 20 per cent. of the run-rate savings.
- Other areas of overlap including the elimination of duplication in staff roles, whilst retaining the best of both franchises, representing approximately 35 per cent. of the run-rate savings.

Dis-synergies have been considered in quantifying the net impact of the synergy benefits and are not expected to be material.

It is envisaged that the realisation of the quantified cost synergies will result in one-off integration cash costs of approximately £10 million in aggregate.

The identified synergies will accrue as a direct result of the Merger and would not be achieved on a standalone basis. Further information on the bases of belief supporting the Quantified Financial Benefits Statement, including the principal assumptions and sources of information, is set out below.

#### **Bases of belief**

Following commencement of discussions regarding the Merger, a synergy development team was established at Premier to evaluate and assess the potential synergies available for the integration. The Premier team has engaged with key members of Miton senior management on the development of the cost synergy plan and identifying areas of potential savings.

The Premier synergy assessment was led by senior personnel. The Premier team worked with senior subject matter experts in areas within the Premier business to identify integration initiatives and estimate the timing and quantum of cost savings available.

In preparing the Quantified Financial Benefits Statement, both Premier and Miton have shared certain operating and financial information to facilitate a detailed analysis in support of evaluating the potential synergies available from the Merger. In circumstances where data has been limited for commercial or other reasons, the Premier team has made estimates and assumptions to aid its development of individual synergy initiatives.

In arriving at the Quantified Financial Benefits Statements, the Premier Directors have assumed:

- No material change in macroeconomic, political, legal or regulatory conditions in the markets and regions in which Premier and Miton operate;
- No significant impact on the underlying operations or AUM of either business from the Merger;
- No material change in foreign exchange rates; and
- No material divestments from either the Premier or Miton existing businesses.

The baselines used for the quantified cost synergies were:

- For Premier: operating expenses for the 12 months ended 30 June 2019.
- For Miton: full year operating expenses for the financial year ended 31 December 2018.

## **Reports**

As required by Rule 28.1(a) of the Code, KPMG LLP, as reporting accountants to Premier, and Fenchurch, as joint financial adviser to Premier, provided the reports required under that rule at the time of the Announcement.

In accordance with Rule 27.2(d) of the Code, the Premier Directors have confirmed that:

- (a) there have been no material changes to the Quantified Financial Benefits Statement since the date of the Announcement and the Quantified Financial Benefits Statement remains valid; and
- (b) each of KPMG LLP and Fenchurch have confirmed to Premier that the reports that they produced, which were included in Parts B and C of Appendix 4 to the Announcement, continue to apply.

## **Notes**

These statements are not intended as a profit forecast and should not be interpreted as such. These statements of estimated cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies and which may in some circumstances be subject to consultation with employees or their representatives. As a result, the cost savings and synergies referred to may not be achieved, or may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. Neither these statements nor any other statement in this document should be construed as a profit forecast or interpreted to mean that the Combined Group's earnings in the first full year following implementation of the Merger, or in any subsequent period, would necessarily match or be greater than or be less than those of Premier or Miton for the relevant preceding financial period or any other period. Due to the scale of the Combined Group, there may be additional changes to the Combined Group's operations. As a result, and given the fact that the changes relate to the future, the resulting cost savings may be materially greater or less than those estimated.



