

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this document or as to the action you should take, you are recommended immediately to seek your own independent financial advice from your stockbroker, bank manager, solicitor, accountant or other appropriately qualified independent financial adviser authorised under the Financial Services and Markets Act 2000 or, if you are in a country outside the United Kingdom, another appropriately authorised independent financial adviser.**

If you were a Shareholder and have sold or otherwise transferred all your Shares, please send this document (but not any accompanying personalised Tender Form) as soon as possible to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee. However, neither this document nor any accompanying document(s) should be forwarded or transmitted to or in any Restricted Jurisdiction or any other jurisdiction outside the United Kingdom where to do so may violate any legal or regulatory requirement. If you are an existing holder of Shares and you have sold or transferred part only of your registered holding of Shares, please contact the stockbroker, bank or other agent through whom the sale or transfer was effected.

The availability of the Tender Offer to Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction in which they are located. Persons who are not resident in the United Kingdom should read paragraph 8 ("**Overseas Shareholders**") in Part 3 of this document and should inform themselves about, and observe, any applicable legal or regulatory requirements.

**This document does not constitute or form part of any offer to purchase, or invitation to sell, Shares in any jurisdiction in which such offer or invitation is unlawful. Without prejudice to the foregoing generality, the Tender Offer is not being made, directly or indirectly, in or into, or by use of the mails, any means or instrumentality (including, without limitation, facsimile transmission, email, other electronic transmission or telephone) of interstate or foreign commerce or any facility of a national, state or other securities exchange, of a Restricted Jurisdiction and the Tender Offer cannot be accepted by any such use, means, instrumentality, facility or otherwise from within a Restricted Jurisdiction.**

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## **HENDERSON VALUE TRUST PLC**

(An investment company under section 833 of the Companies Act 2006 registered in Scotland with registered number SC015905)

### **TENDER OFFER FOR UP TO 10 PER CENT. OF THE ORDINARY SHARES IN ISSUE**

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Panmure Gordon (UK) Limited ("**Panmure Gordon**"), which is authorised and regulated in the United Kingdom by the FCA, is acting solely for Henderson Value Trust plc and for no one else, including any recipient of this document, in connection with the Tender Offer and other matters referred to in this document and will not be responsible to anyone other than Henderson Value Trust plc for providing the protections afforded to clients of Panmure Gordon or for affording advice in relation to the Tender Offer or any other matter referred to in this document.

The Tender Offer will close at 3.00 p.m. on 19 December 2014 and will only be available to Shareholders on the Register at the close of business on 19 December 2014. Shareholders wishing to tender Shares held in certificated form for purchase in the Tender Offer should ensure that their completed Tender Forms, together with their share certificate(s) and/or other documents of title in respect of the Shares tendered, are returned by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol BS99 6AH, or by hand (during normal business hours) to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, so as to be received by not later than 3.00 p.m. on 19 December 2014. Shareholders wishing to tender Shares held in uncertificated form (i.e. in CREST) for purchase in the Tender Offer should arrange for the Shares tendered to be transferred into escrow by not later than 3.00 p.m. on 19 December 2014 as described in paragraph 5.3.1 of Part 3 of this document.

**If you do not wish to tender any of your Shares do not complete or return a Tender Form or transfer any Shares to escrow.**

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## EXPECTED TIMETABLE

Annual General Meeting	11.00 a.m. on 19 December 2014
Latest time and date for receipt of Tender Forms and TTE Instructions in CREST for Tender Offer	3.00 p.m. on 19 December 2014
Record Date for Tender Offer	close of business on 19 December 2014
Calculation Date	as at close of business on 19 December 2014
NAV per Share on Calculation Date announced	23 December 2014
Result of Tender Offer and Tender Price announced	23 December 2014
Payments through CREST made in respect of Shares held in uncertificated form successfully tendered	6 January 2015
CREST accounts settled in respect of unsold tendered Shares held in uncertificated form	6 January 2015
Cheques despatched in respect of Shares held in Certificated form successfully tendered	week commencing 12 January 2015
Balancing certificates despatched in respect of unsold Tendered Shares held in certificated form	week commencing 12 January 2015

### Notes:

- 1 Each of the times and dates referred to in the expected timetable above and elsewhere in this document may be extended or brought forward at the discretion of the Company. If any of the above times and/or dates change, the revised time(s) and/or date(s) will be notified to Shareholders by an announcement through a Regulatory Information Service.
- 2 All times referred to in this document are, unless otherwise stated, references to London time.

**PART 1**  
**LETTER FROM THE CHAIRMAN**

**Henderson Value Trust plc**

(An investment company under section 833 of the Companies Act 2006 registered in Scotland with registered number SC015905)

*Directors:*

Richard Gubbins (*Chairman*)  
Daniel Hodson  
Graham Fuller  
Jamie Korner  
Graham Oldroyd

*Registered Office:*

c/o Computershare Investor  
Services PLC  
Leven House  
10 Lochside Place  
Edinburgh Park  
Edinburgh  
EH12 9RG

**To Shareholders**

25 November 2014

Dear Shareholder

**TENDER OFFER BY PANMURE GORDON**  
**TO PURCHASE UP TO 10 PER CENT. OF THE ORDINARY SHARES IN ISSUE OF**  
**HENDERSON VALUE TRUST PLC**

**Introduction**

As indicated in the Company's Annual Report which accompanies this document, the Directors have been mindful of the discount at which the Shares have traded over the last twelve months. Having considered various options, the Board is proposing that Shareholders are given the opportunity to participate in a conditional tender offer in order to offer Shareholders the chance to realise some of their investment in the Company.

This Tender Offer will specifically give Shareholders the chance to tender up to 10 per cent. of their holdings at a discount of 2 per cent. to the unaudited NAV per Share on the Calculation Date after deducting an amount equal to the dividend of 3 pence per Share (but only if that dividend is approved at the AGM) less the costs and expenses of the Tender Offer divided by the number of Shares successfully tendered.

It is proposed that this Tender Offer will be followed by a second tender offer for a further 10 per cent. of the Company's Shares expected to be at a discount of 5 per cent. to NAV (less the costs and expenses of that tender offer divided by the number of Shares successfully tendered and the amount of any dividend) to be made available to all Shareholders in December 2016. The second tender offer will be subject to the Company's discount having averaged more than 10 per cent. during the twelve months prior to 30 September 2016. Both tender offers will be conditional, inter alia, on the Continuation Resolution being passed at the forthcoming AGM.

Overall the Board believes that these tender offer proposals strike the right balance between responding to the Company's wide discount, preserving sufficient scale for the Company and leaving the Investment Manager with adequate resources and flexibility to complete the reshaping of the Company's investment portfolio.

The purpose of this document is to provide you with the terms and conditions relating to this first Tender Offer and explain how you may tender some or all of your Shares in this Tender Offer, should you wish to do so.

This letter is not a recommendation for Shareholders to tender their Shares pursuant to the Tender Offer. Whether or not Shareholders tender their Shares may depend on, among other things, their view of the Company's prospects and their own individual circumstances, including their tax position, on which they should seek their own independent advice.

### **The Tender Offer**

The key points of the Tender Offer are as follows:

- the Tender Offer will be restricted to 10 per cent. of the Shares in issue (excluding any Shares held in treasury) on the Record Date;
- each Shareholder (other than Restricted Shareholders) will be able to tender up to 10 per cent. of its holdings (rounded down to the nearest whole number of Shares), with such tenders being satisfied in full;
- each Shareholder will also be able to tender Shares in excess of its basic 10 per cent. entitlement, but such excess tenders will only be satisfied on a *pro rata* basis to the extent that other Shareholders tender less than (or none of) their basic 10 per cent. entitlement;
- the Tender Price per Share will be at a discount of 2 per cent. to the unaudited NAV per Share on the Calculation Date after deducting an amount equal to the dividend of 3 pence per Share (but only if that dividend is approved at the AGM) less the costs and expenses of the Tender Offer divided by the number of Shares successfully tendered.

Further details as to the calculation of the Tender Price are set out in Part 3, paragraph 4 of this document.

The Tender Offer will be implemented by means of on-market purchases by Panmure Gordon, which will, as principal, purchase the Shares tendered (subject to the overall limit of the Tender Offer) at the Tender Price and, on the completion of those purchases and in accordance with the Repurchase Agreement, sell them on to the Company at the Tender Price by way of an on-market transaction (all of these transactions will be carried out on the London Stock Exchange's Main Market). The Shares that the Company purchases from Panmure Gordon will be cancelled and the number of Shares in issue carrying voting rights reduced accordingly. The Company will fund that purchase from its existing cash resources.

The Tender Offer is conditional on the Tender Offer Resolution and the Continuation Resolution being passed at the AGM. It is also subject to certain conditions, which are set out in paragraph 3.1 of Part 3 of this document. In addition, the Tender Offer may be terminated in certain circumstances as set out in paragraph 3.2 of Part 3 of this document.

Shareholders should note that, notwithstanding a decision to tender some or all of their holding in the Company, Shareholders will be entitled to receive the final dividend of 3 pence per Share for the financial year ended 30 September 2014, payable to Shareholders on the register at close of business on 30 December 2014 (subject to approval of the dividend at the forthcoming AGM).

Your attention is drawn to the letter from Panmure Gordon in Part 2 of this document and to Part 3 of this document, which constitute the terms and conditions of the Tender Offer.

### **Overseas Shareholders**

The making of the Tender Offer to persons outside the United Kingdom may be prohibited or affected by the relevant laws of the overseas jurisdiction. Shareholders with registered or mailing addresses outside the United Kingdom or who are citizens or nationals of, or resident in, a jurisdiction other than the United Kingdom should read paragraph 8 of Part 3 of this document. It is the responsibility of all Overseas Shareholders to satisfy themselves as to the observance of any legal requirements in their jurisdiction, including, without limitation, any relevant requirements in relation to the ability of such persons to complete and return a Tender Form.

### **Taxation**

The attention of Shareholders is drawn to Part 4 of this document, which sets out a general guide to certain aspects of current UK law and HM Revenue & Customs published practice. Shareholders who are in any doubt as to their tax position or who are subject to tax in a jurisdiction other than the United Kingdom should consult an appropriate independent professional adviser.

### **Action to be Taken**

Shareholders are not obliged to tender any Shares and Shareholders who do not wish to participate in the Tender Offer need take no action.

If you hold your Shares in certificated form you will also find accompanying this document a personalised Tender Form for use in connection with the Tender Offer. If you wish to tender some or all of the Shares registered in your name at the Record Date you should complete the Tender Form in accordance with the instructions printed on it and in paragraph 5.2 of Part 3 of this document. The completed Tender Form together with the relevant share certificate(s) and/or other document(s) of title should be sent to the Receiving Agent by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol BS99 6AH, or (during normal business hours only) delivered by hand to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, so as to be received by not later than 3.00 p.m. on 19 December 2014. A prepaid envelope is enclosed for this purpose (for use within the UK only).

If you hold your Shares in uncertificated form (i.e. in CREST) and you wish to take advantage of the Tender Offer, you should comply with the procedures set out in paragraph 5.3.1 in Part 3 of this document in respect of transferring uncertificated Shares to escrow through CREST. To do so you should ensure that your CREST nominee, custodian, broker or financial adviser has been advised to send the TTE Instruction through CREST so as to settle by not later than 3.00 p.m. on 19 December 2014.

Full details of the procedure for tendering Shares are set out in paragraph 5 of Part 3 of this document and, in respect of Shares held in certificated form, in the Tender Form.

**Shareholders should note that, once tendered, Shares may not be sold, transferred, charged or otherwise disposed of other than in accordance with the Tender Offer.**

## **General**

A Shareholder Helpline has been established by the Receiving Agent, Computershare Investor Services PLC, on 0870 707 1330 or, if calling from outside the United Kingdom, on +44 870 707 1330. Lines are open from 8.30 a.m. to 5.30 p.m. (London time) Monday to Friday (except UK public holidays). Calls from within the UK are charged at 10p per minute from a BT landline (including VAT) and calls from outside the UK will be charged at the applicable international rate (different charges may apply to calls from mobile telephones). Calls may be recorded and randomly monitored for security and training purposes. For legal reasons, the Receiving Agent will not be able to give advice on the merits of the Tender Offer or provide legal, financial, investment or tax advice and, accordingly, if you require such advice, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under FSMA immediately or, if you are in a jurisdiction outside the United Kingdom, another appropriately authorised independent financial adviser.

**The Board makes no recommendation to Shareholders as to whether or not to tender their Shares pursuant to the Tender Offer. Whether or not Shareholders decide to tender their Shares will depend on, among other things, their view of the Company's prospects and their own individual circumstances, including their tax position, on which they should seek their own independent advice.**

Yours faithfully

**Richard Gubbins**

*Chairman*

**PART 2**  
**LETTER FROM PANMURE GORDON**

**PANMURE GORDON & CO**  
INTEGRITY IN INVESTMENT BANKING SINCE 1876

PANMURE GORDON (UK) LIMITED

Authorised and regulated by the Financial Conduct Authority  
Member of the London Stock Exchange  
Registered in England No. 4915201

25 November 2014

**To Shareholders**

Dear Sir or Madam

**CONDITIONAL TENDER OFFER**

**Introduction**

As explained in the letter from your chairman in Part 1 of this document, Shareholders (other than Restricted Shareholders) are being given the opportunity to tender some or all of their Shares for purchase pursuant to the Tender Offer, subject to the scaling back of tenders in excess of the entitlement of each Shareholder to tender up to 10 per cent. of the Shares registered in such Shareholder's name at the Record Date rounded down to the nearest whole number of Shares, on the basis set out below and in Part 3 of this document. The purpose of this letter is to summarise the principal terms and conditions of the Tender Offer.

**The Tender Offer**

Panmure Gordon hereby invites Shareholders (other than Restricted Shareholders) on the Register at the Record Date to tender up to 10 per cent. of their Shares for purchase by Panmure Gordon, as principal, for cash at the Tender Price.

Each Shareholder (other than Restricted Shareholders) will be entitled to have accepted pursuant to the Tender Offer valid tenders to Panmure Gordon in respect of up to 10 per cent. of the number of Shares registered in their name on the Register at the close of business on 19 December 2014, rounded down to the nearest whole number of Shares. In addition, Shareholders (other than Restricted Shareholders) may tender Shares in excess of their Basic Entitlement but any such excess tenders will only be satisfied on a *pro rata* basis to the extent that other Shareholders have not validly tendered all of their Basic Entitlement, with *pro rata* entitlements being rounded down to the nearest whole number of Shares. The number of Shares to be purchased pursuant to the Tender Offer will not in any event exceed 10 per cent. of the Shares in issue on the Record Date.

The Tender Offer is being made on the terms and subject to the conditions set out in Part 3 of this document and also, in the case of Shareholders holding their Shares in certificated form, in the Tender Form, the terms of which are deemed to be incorporated in this document and form part of the Tender Offer.

Panmure Gordon is acting for the Company in connection with the Tender Offer and no-one else and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Panmure Gordon nor for providing advice in relation to the Tender Offer.

## **Procedure for Tendering Shares**

**Shareholders are not obliged to tender any Shares. Participation in the Tender Offer is a matter for each Shareholder to decide, and will be influenced by their own individual financial and tax circumstances, their investment objective and their view of the Company's prospects. Shareholders who do not wish to participate in the Tender Offer need take no action.** The rights of Shareholders who choose not to tender any of their Shares will be unaffected by the Tender Offer.

Shareholders (other than Restricted Shareholders) who hold their Shares in certificated form and who wish to tender Shares should complete the Tender Form in accordance with the instructions set out in it and in paragraph 5.2 of Part 3 of this document and return the completed Tender Form by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol BS99 6AH, or (during normal business hours) by hand to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, so as to be received as soon as possible and, in any event, by not later than 3.00 p.m. on 19 December 2014. Such Shareholders should also return with their Tender Form the share certificate(s) and/or other documents of title in respect of their Shares tendered which are in certificated form.

Shareholders (other than Restricted Shareholders) who hold their Shares in uncertificated form (i.e. in CREST) and who wish to tender Shares should not complete a Tender Form but should instead arrange for their Shares to be transferred to escrow by sending a TTE Instruction in respect of such Shares, as described in sub-paragraph 5.3.1 of Part 3 of this document, as soon as possible and in any event so as to settle by not later than 3.00 p.m. on 19 December 2014.

Full details of the procedure for tendering Shares are set out in paragraph 5 of Part 3 of this document and, in respect of Shares held in certificated form, in the Tender Form. A Shareholder who tenders Shares in the Tender Offer will be deemed to have appointed Computershare Investor Services PLC as their agent in respect of the sale of Shares to Panmure Gordon pursuant to the Tender Offer. Accordingly, Panmure Gordon will issue a contract note to Computershare Investor Services PLC on behalf of all Shareholders for the sale of Shares pursuant to the Tender Offer.

**Shareholders should note that, once tendered, Shares may not be sold, transferred, charged or otherwise disposed of other than in accordance with the Tender Offer.**

**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 financial adviser authorised under FSMA immediately or, if you are in a jurisdiction outside the United Kingdom, another appropriately authorised independent financial adviser.**

## **Validity of Tenders**

The Tender Offer will close on 19 December 2014. Tender Forms and TTE Instructions which are received by the Receiving Agent after 3.00 p.m. on 19 December 2014 or which at that time are incorrectly completed or not accompanied by all relevant documents or instructions may be rejected and returned to the relevant Shareholders or their appointed agents, together with any accompanying share certificate(s) and/or other document(s) of title, at Panmure Gordon's absolute discretion.

Panmure Gordon reserves the right to treat as valid Tender Forms and TTE Instructions which are not entirely in order and (in the case of Shares held in certificated form) which are not accompanied by the relevant share certificate(s) and/or other document(s) of title or a satisfactory indemnity in lieu thereof.

### **Settlement**

Subject to the Tender Offer becoming unconditional, payment of the consideration to which Shareholders are entitled pursuant to valid tenders accepted by Panmure Gordon will be made in pounds sterling:

- in the case of Shares held in uncertificated form, will be settled through CREST on 6 January 2015 or as soon as practicable thereafter; or
- in the case of Shares held in certificated form, by cheques despatched in the week commencing 12 January 2015 or as soon as practicable thereafter;

as described in paragraph 7 of Part 3 of this document.

### **Overseas Shareholders**

The availability of the Tender Offer to Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction in which they are located and this document does not constitute or form part of any offer to purchase, or invitation to sell, Shares in any jurisdiction in which such offer or invitation is unlawful. Without prejudice to the foregoing generality, the Tender Offer is not available to Shareholders with registered or mailing addresses in Restricted Jurisdictions or who are citizens or nationals of, or resident in, a Restricted Jurisdiction.

Shareholders with registered or mailing addresses outside the United Kingdom and the Restricted Jurisdictions who wish to accept the Tender Offer should also read paragraph 8 of Part 3 of this document and should satisfy themselves that they have fully observed any applicable legal requirements under the laws of the relevant jurisdiction.

### **Conditions of the Tender Offer**

The Tender Offer is conditional, *inter alia*, on the passing of the Tender Offer Resolution and the Continuation Resolution at the AGM. The Tender Offer is also conditional on the matters specified in paragraph 3.1 of Part 3 of this document.

### **Termination of the Tender Offer**

The Tender Offer may be terminated in the circumstances described in paragraph 3.2 of Part 3 of this document. In particular, the Board has reserved the right to require that Panmure Gordon does not proceed with the Tender Offer if it concludes, at any time prior to the announcement of the result of the Tender Offer, that the implementation of the Tender Offer or the subsequent purchase by the Company of the Shares purchased by Panmure Gordon pursuant to the Tender Offer is no longer in the best interests of the Company and Shareholders as a whole.

## **The City Code on Takeovers and Mergers**

Shareholders should note the important information in paragraph 1 of Part 5 of this document relating to certain provisions of the Takeover Code, which is relevant to purchases of Shares on or after 21 November 2014.

## **Further Information**

Your attention is drawn to the information contained in the rest of this document, including, in particular, the terms and conditions of the Tender Offer in Part 3 of this document and the information regarding taxation in Part 4 of this document.

## **General**

This letter is not a recommendation to Shareholders to sell or not sell Shares in the Tender Offer.

Yours faithfully

**Paul Fincham**

For and on behalf of  
Panmure Gordon UK Limited

## **PART 3**

### **TERMS AND CONDITIONS OF THE TENDER OFFER**

#### **1 Introduction**

- 1.1 All Shareholders (other than Restricted Shareholders) on the Register at the Record Date may tender Shares for purchase by Panmure Gordon (acting as principal) on the terms and subject to the conditions set out in this document and, in the case of Shares held in certificated form, in the Tender Form. Shareholders are not obliged to tender any Shares and Shareholders who do not wish to participate in the Tender Offer need take no action.
- 1.2 Shares purchased by Panmure Gordon pursuant to the Tender Offer will be purchased by Panmure Gordon as principal and such purchases will be market purchases in accordance with rules of the London Stock Exchange and UK Listing Authority. Immediately following completion of the Tender Offer, Panmure Gordon shall sell such Shares to the Company, at a price per Share equal to the Tender Price, pursuant to the Repurchase Agreement. Purchases of Shares by the Company pursuant to the Repurchase Agreement will also be market purchases in accordance with rules of the London Stock Exchange and UK Listing Authority. All of the Shares purchased by the Company pursuant to the Repurchase Agreement in connection with the Tender Offer will be cancelled.

#### **2 Terms of the Tender Offer**

- 2.1 Pursuant to the Tender Offer and subject to the terms and conditions set out in this Part 3 of this document and, in the case of Shares held in certificated form, the Tender Form, upon the Tender Offer becoming unconditional and unless the Tender Offer has been and remains suspended or has lapsed or has been terminated in accordance with paragraph 3.2 of this Part 3, each Shareholder (other than Restricted Shareholders) on the Register at the Record Date:

2.1.1 will be entitled to sell to Panmure Gordon up to 10 per cent. of the number of Shares registered in its name on the Register at the Record Date (such entitlement being rounded down to the nearest whole number of Shares) at the Tender Price; and

2.1.2 will be entitled to tender to Panmure Gordon any whole number of Shares registered in its name on the Register at the Record Date in excess of its Basic Entitlement at the Tender Price;

provided that the maximum number of Shares purchased by Panmure Gordon pursuant to the Tender Offer will not exceed 10 per cent. of the issued share capital of the Company on the Record Date.

- 2.2 If a Shareholder validly tenders a number of Shares less than or equal to their Basic Entitlement, such tender will be satisfied in full (subject to the Tender Offer not having lapsed or been terminated in accordance with paragraph 3 of this Part 3) (a "**Satisfied Tender**"). If any Shareholder validly tenders a number of Shares in excess of its Basic Entitlement (an "**Excess Tender**") such Excess Tender will be (subject to the Tender Offer not having lapsed or been terminated in accordance with paragraph 3 of this Part 3):

- 2.2.1 satisfied in full if (a) the aggregate number of Shares which are the subject of all Excess Tenders is less than or equal to (b) the maximum number of Shares to be purchased pursuant to the Tender Offer after deducting the aggregate number of Shares which are the subject of all Satisfied Tenders; or
  - 2.2.2 scaled back by the ratio of (a) the maximum number of Shares to be purchased pursuant to the Tender Offer after deducting the aggregate number of Shares which are the subject of all Satisfied Tenders to (b) the aggregate number of Shares which are the subject of all Excess Tenders, with such ratio being calculated to 4 decimal places and the number of Shares resulting from such scaling back being rounded down to the nearest whole number.
- 2.3 The Tender Offer will close at 3.00 p.m. on 19 December 2014 and no tenders received after that time will be accepted unless otherwise approved by Panmure Gordon (with the consent of the Company). The results of the Tender Offer and, if applicable, the extent to which Excess Tenders will be scaled back, are expected to be announced through a Regulatory Information Service on or around 23 December 2014.
- 2.4 All tenders of Shares held in certificated form must be made on the personalised Tender Form, duly completed in accordance with the instructions set out in paragraph 5.2 of this Part 3 and in the Tender Form (which together constitute part of the terms of the Tender Offer) and such tenders will be valid only when the procedures contained in this document and in the Tender Form are complied with. All tenders of Shares held in uncertificated form must be made by the input and settlement of an appropriate TTE Instruction in CREST in accordance with the instructions set out in paragraph 5.3.1 of this Part 3 and the relevant procedures in the CREST Manual (which together constitute part of the terms of the Tender Offer) and such tenders will be valid only when the procedures contained in this document and in the relevant parts of the CREST Manual are complied with. Tender Forms once duly completed (for Shares held in certificated form) and submitted to the Receiving Agent and TTE Instructions which have settled (for Shares held in uncertificated form) will become irrevocable and cannot be withdrawn.
- 2.5 All Shares successfully tendered pursuant to the Tender Offer will be purchased by Panmure Gordon, as principal:
- 2.5.1 at the Tender Price;
  - 2.5.2 free of all commissions and dealing charges;
  - 2.5.3 with full title guarantee;
  - 2.5.4 free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature; and
  - 2.5.5 together with all rights attaching thereto, on or after Friday, 19 December 2014, including the right to receive all dividends and other distributions declared, paid or made after that date (other than the final dividend for the

financial year ended 30 September 2014 subject to approval of the dividend at the forthcoming AGM).

The consideration for each tendered Share purchased by Panmure Gordon pursuant to the Tender Offer will be paid in pounds sterling in accordance with the settlement procedures set out in paragraph 7 of this Part 3.

2.6 If only part of a holding of Shares is sold pursuant to the Tender Offer (whether pursuant to scaling back tenders in excess of the Basic Entitlement or otherwise), the relevant Shareholder will be entitled to receive the following:

2.6.1 where the Shares are held in certificated form, a certificate in respect of the balance of the unsold Shares; and

2.6.2 where the Shares are held in uncertificated form, the transfer by the Receiving Agent by TFE Instruction to the original available balance of those unsold Shares or the credit of the balance of the Shares by the Receiving Agent by an ARAN message.

2.7 If any tendered Shares are not purchased because of an invalid tender, the lapse or termination of the Tender Offer or otherwise:

2.7.1 where the Shares are held in certificated form, the relevant Tender Form and share certificate(s) and/or document(s) of title will be returned by post to the person or agent whose name and address (outside the Restricted Jurisdictions) is set out in Box 1 or Box 5 in the Tender Form or, if none is set out, to the tendering Shareholder; and

2.7.2 where the Shares are held in uncertificated form, the Receiving Agent will provide instructions to Euroclear to transfer all Shares held in escrow by TFE Instruction to the original available balance to which those Shares relate;

within 10 Business Days of the tender having been determined to be invalid or the Tender Offer lapsing or having been terminated.

2.8 All documents and remittances sent by or to Shareholders and all instructions made by or on behalf of Shareholders in CREST relating to the Tender Offer will be sent or made (as the case may be) at the risk of the relevant Shareholder. In particular, the failure of any person to receive a copy of this document or, where applicable, the Tender Form shall not invalidate any aspect of the Tender Offer.

2.9 All questions as to the number of Shares tendered and the validity, form, eligibility (including the time of receipt) and acceptance for payment of any tender of Shares pursuant to the Tender Offer will be determined by Panmure Gordon, in its sole discretion, which determination shall be final and binding on all parties except as otherwise required under applicable law. Panmure Gordon reserves the absolute right to reject any or all tenders it determines not to be in proper form or the acceptance or payment for which may, in the opinion of Panmure Gordon, be unlawful. Panmure Gordon also reserves the absolute right to waive any of the terms or conditions of the Tender Offer (other than the conditions referred to in paragraph 3.1 of this Part 3) and any defect or irregularity in the tender of any particular Shares or any particular holder thereof. Unless Panmure Gordon determines otherwise, no tender of

Shares will be deemed to be validly made until all defects or irregularities have been cured or waived. In the event of a waiver, the consideration pursuant to the Tender Offer will not be despatched (in respect of Shares held in certificated form) or made by way of CREST payment (in respect of Shares held in uncertificated form) to the relevant Shareholder until after (in the case of Shares held in certificated form) the Tender Form is complete in all respects and the share certificate(s) and/or other document(s) of title satisfactory to Panmure Gordon have been received or (in the case of Shares in uncertificated form) the relevant TTE Instruction has settled. None of the Receiving Agent, Panmure Gordon, the Company or any other person is or will be obliged to give notice of any defects or irregularities in any tender and none of them will incur any liability for failure to give any such notice.

- 2.10 The terms of the Tender Offer (including the times and dates referred to in this document) shall have effect subject to such non-material modifications as the Company and Panmure Gordon may from time to time agree. Any such modification will be announced as soon as practicable through a Regulatory Information Service.
- 2.11 For the avoidance of doubt, entitlements pursuant to the Tender Offer will apply to each registered Shareholder and, accordingly, a registered Shareholder who holds Shares for multiple beneficial owners may decide the allocation of such entitlements between such beneficiaries at its own discretion.

### **3 Conditions and Termination of the Tender Offer**

- 3.1 The Tender Offer is conditional on the following (together, the "**Conditions**"):
- 3.1.1 the passing of the Tender Offer Resolution and the Continuation Resolution at the AGM;
  - 3.1.2 Panmure Gordon being satisfied that the Company has sufficient distributable profits (for the purposes of the Companies Act 2006) to effect the purchase of all of the Shares as are to be repurchased by it pursuant to the Repurchase Agreement;
  - 3.1.3 the Repurchase Agreement having become unconditional in all respects (save in respect of any condition relating to the Tender Offer becoming unconditional);
  - 3.1.4 Panmure Gordon being satisfied that, at all times up to immediately prior to the announcement of the result of the Tender Offer, the Company has complied with its obligations, and is not in breach of any of the representations and warranties given by it, pursuant to the Repurchase Agreement; and
  - 3.1.5 the Tender Offer not having been terminated in accordance with paragraph 3.2 of this Part 3 prior to the fulfillment of the conditions referred to in paragraphs 3.1.1 to 3.1.4 (inclusive) above.

Panmure Gordon will not purchase (or enter into any commitment or contract to purchase) any Shares pursuant to the Tender Offer unless all of the Conditions have been satisfied. The purchase by Panmure Gordon of Shares pursuant to the Tender Offer will only occur once all of the Conditions have been satisfied. The Conditions

may not be waived by Panmure Gordon or the Company. If any of the Conditions is not satisfied by 7.00 a.m. on 6 January 2015 (or such later time and date as the Company and Panmure Gordon may agree), the Tender Offer will lapse.

- 3.2 The Board reserves the right to compel Panmure Gordon to terminate the Tender Offer at any time prior to announcement of the results of the Tender Offer if it concludes that the implementation of the Tender Offer or the subsequent purchase by the Company of the Shares purchased by Panmure Gordon pursuant to the Tender Offer is no longer in the best interests of the Company and Shareholders as a whole or if the purchase of Shares by Panmure Gordon pursuant to the Tender Offer or the subsequent purchase by the Company of such Shares may have adverse fiscal or other consequences (whether by reason of any change in legislation, practice, circumstances or otherwise) for the Company or Shareholders as a whole which were previously unexpected. If the Tender Offer is terminated, the Company will make an announcement through a Regulatory Information Service that such is the case.

#### **4 Calculation of the Tender Price**

- 4.1 The Tender NAV per Share will be the Company's unaudited NAV as at the Calculation Date, which, for the purpose of the Tender Offer, shall mean:

4.1.1 the value of all the Company's assets as at the Calculation Date; less

(a) the value of all the Company's liabilities as at the Calculation Date (but excluding the costs and expenses of the Tender Offer); less

(b) an amount equal to the dividend of 3 pence per Share, subject to approval at the forthcoming AGM.

- 4.2 The resulting NAV, calculated in accordance with paragraph 4.1 above, will then be divided by the total number of Shares in issue or deemed to be in issue on the Calculation Date (excluding Shares held in treasury) and expressed in pence Sterling to four decimal places with 0.00005 pence being rounded downwards, such calculation resulting in the "**Tender NAV per Share**".

- 4.3 The Directors will, in their sole discretion, and having received advice from the Investment Manager, calculate the costs and expenses of the Tender Offer as at close of business on the Calculation Date (including stamp duty and commission payable to Panmure Gordon on the purchase of the Tendered Shares). Such costs will then be divided by the number of Shares validly tendered under the Tender Offer and expressed in pence Sterling to four decimal places with 0.00005 pence being rounded upwards (the "**Tender Costs per Tendered Share**").

- 4.4 The Tender Price will be the amount equivalent to 98 per cent. of the Tender NAV per Share, calculated on the basis of paragraphs 4.1 and 4.2 above, less the Tender Costs per Tendered Share as calculated on the basis of paragraph 4.3 above, and expressed in pence Sterling to four decimal places with 0.00005 pence being rounded downwards.

- 4.5 Except as otherwise stated, all assets and liabilities will be taken into account in accordance with the Company's normal accounting policies.

4.6 Both the Tender NAV per Share and the Tender Price will be calculated by the Company in accordance with this paragraph 4 and neither will be subject to review by an independent auditor.

4.7 The Company will announce the Tender NAV per Share and the Tender Price through a Regulatory Information Service on or around 23 December 2014.

## **5 Procedure for Tendering Shares**

### **5.1 Overview**

There are different procedures for tendering Shares depending on whether the Shares are held in certificated or uncertificated form (i.e. in CREST).

Shareholders who wish to tender Shares held in certificated form must complete and return the personalised Tender Form in accordance with the instructions in paragraph 5.2 of this Part 3 and in the Tender Form. A Shareholder who wishes to tender Shares held in certificated form but under different designations must complete and return a separate Tender Form for each designation (further copies of the Tender Form may be obtained on request from Computershare Investor Services PLC, Corporate Actions Projects, Bristol BS99 6AH, or by telephone from the Shareholder Helpline referred to below). The relevant share certificate(s) and/or other documents of title should also be returned with the relevant Tender Form.

Shareholders who wish to tender Shares held in uncertificated form must send a TTE Instruction in accordance with the procedure set out in paragraph 5.3.1 of this Part 3. A Shareholder who wishes to tender Shares held in uncertificated form but under different member account IDs must send a separate TTE Instruction for Shares under each member account ID.

A tender will only be valid when the procedures contained in this paragraph 5 and, where the tendered Shares are held in certificated form, in the Tender Form are complied with.

**Shareholders who are in any doubt as to how to complete the Tender Form or as to the procedure for tendering Shares should telephone the Shareholder Helpline on 0870 707 1330 or, if calling from outside the United Kingdom, on +44 870 707 1330. Lines are open from 8.30 a.m. to 5.30 p.m. (London time) Monday to Friday (except UK public holidays). Calls from within the UK are charged at 10p per minute from a BT landline including VAT) and calls from outside the UK will be charged at the applicable international rate (different charges may apply to calls from mobile telephones). Calls may be recorded and randomly monitored for security and training purposes. For legal reasons, the Receiving Agent will not be able to give advice on the merits of the Tender Offer or provide legal, financial, investment or tax advice and, accordingly, if Shareholders require such advice, they should consult their stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under FSMA immediately or, if they are in a jurisdiction outside the United Kingdom, another appropriately authorised independent financial adviser. Shareholders who are CREST sponsored members should consult their CREST sponsor before taking any action.**

## **5.2 Shares Held in Certificated Form (i.e. not in CREST)**

To participate in the Tender Offer, a Shareholder holding Shares in certificated form must complete and return the Tender Form in accordance with the instructions in this paragraph 5.2 and in the Tender Form.

Completed Tender Forms, together with the relevant share certificate(s) and/or other document(s) of title, should be either sent by post in the accompanying reply-paid envelope (for use in the UK only) to Computershare Investor Services PLC, Corporate Actions Projects, Bristol BS99 6AH, or (during normal business hours only) delivered by hand to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, as soon as possible and, in any event, so as to be received by not later than 3.00 p.m. on 19 December 2014. Tenders received after that time will be accepted only at the sole discretion of Panmure Gordon (with the consent of the Company).

A reply-paid envelope for use in the UK only is enclosed with this document. Any Tender Form received in an envelope postmarked from any of the Restricted Jurisdictions or otherwise appearing to the Receiving Agent to have been sent from any of the Restricted Jurisdictions will be rejected as an invalid tender. Further provisions relating to Overseas Shareholders are contained in paragraph 8 of this Part 3.

Duly completed Tender Forms sent by any of the means set out above and received signed and complete in all respects by the prescribed time will be treated as tenders of Shares in accordance with the terms and conditions of the Tender Offer. No acknowledgement of receipt of documents will be given.

The completed Tender Form should be accompanied by the relevant share certificate(s) and/or other document(s) of title. If the share certificate(s) and/or other document(s) of title are not readily available (for example, if they are with a stockbroker, bank or other agent) or are lost, the Tender Form should nevertheless be completed and returned in accordance with the instructions above to Computershare Investor Services PLC, Corporate Actions Projects, Bristol BS99 6AH, or (during normal business hours only) by hand to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, so as to be received by the Receiving Agent by not later than 3.00 p.m. on 19 December 2014 together with any share certificate(s) and/or other document(s) of title that may be available, accompanied by a note stating that the (remaining) share certificate(s) and/or other document(s) of title will be forwarded as soon as possible thereafter and, in any event, so as to be received by not later than 3.00 p.m. on 19 December 2014.

Shareholders who have lost their share certificate(s) and/or other document(s) of title should complete a letter of indemnity, which can be obtained by writing to the Company's registrar, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ, or contacting the Shareholder Helpline, and return it with the Tender Form in accordance with the instructions above to Computershare Investor Services PLC, Corporate Actions Projects, Bristol BS99 6AH, or (during normal business hours only) by hand to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, so as to be received by the

Receiving Agent by not later than 3.00 p.m. on 19 December 2014. A fee may be payable by the Shareholder in respect of each letter of indemnity.

Where a letter of indemnity in respect of any unavailable share certificate(s) and/or other document(s) of title and such certificate(s) and/or other document(s) are subsequently found or obtained, such certificate(s) and/or other document(s) should be sent by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol BS99 6AH, or (during normal business hours only) delivered by hand to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, immediately.

By signing and returning the Tender Form, Shareholders will be deemed to have appointed the Receiving Agent as their agent in respect of the purchase of Shares by Panmure Gordon pursuant to the Tender Offer. Accordingly,

- (i) the Receiving Agent, acting as agent for such Shareholders, will effect such procedures as are required to transfer their Shares to Panmure Gordon pursuant to the Tender Offer; and
- (ii) Panmure Gordon will issue a contract note to the Receiving Agent on behalf of Shareholders whose Shares are so purchased and will remit the cash consideration to the Receiving Agent with instructions that such consideration be remitted in accordance with the instructions set out in the Tender Form.

### **5.3 Shares Held in Uncertificated Form (i.e. in CREST)**

#### **5.3.1 Completion of TTE Instruction**

To participate in the Tender Offer, a Shareholder holding Shares in uncertificated form must take (or procure to be taken) the action set out below to transfer (by means of a TTE Instruction) the number of Shares they wish to tender pursuant to the Tender Offer to the escrow account, specifying Computershare Investor Services PLC (in its capacity as a CREST receiving agent under its participant ID and member account ID referred to below) as the escrow agent, as soon as possible and in any event so that the transfer to escrow settles by not later than 3.00 p.m. on 19 December 2014.

A Shareholder who is a CREST sponsored member should refer to their CREST sponsor before taking any action. Their CREST sponsor will be able to confirm details of such Shareholder's participant ID and the member account ID under which their Shares are held. In addition, only such Shareholder's CREST sponsor will be able to send the TTE Instruction to Euroclear in relation to the Shares which they wish to tender.

To tender Shares held in uncertificated form, a Shareholder must send (or, if they are a CREST sponsored member, procure that their CREST sponsor sends) a TTE Instruction to Euroclear in relation to such Shares, which must be properly authenticated in accordance with Euroclear's specifications for transfers to escrow and must contain, in addition to other information that is required for the TTE Instruction to settle in CREST, the following details:

- (a) the ISIN number of the Shares (this is GB0001216000);
- (b) the number of Shares to be transferred to an escrow balance;
- (c) the Shareholder's participant ID;
- (d) the Shareholder's member account ID;
- (e) the participant ID of the escrow agent, Computershare Investor Services PLC, in its capacity as a CREST receiving agent (this is 3RA17);
- (f) the member account ID of the escrow agent (this is HVTEND01);
- (g) the corporate action number for the Tender Offer (this is allocated by CREST and can be found by viewing the relevant corporate action details in CREST);
- (h) the intended settlement date for the transfer to escrow (this should be as soon as possible and in any event not later than 3.00 p.m. on 19 December 2014);
- (i) input with standard delivery instruction of priority 80; and
- (j) a contact name and telephone number in the event of queries (this should be inserted in the shared note field).

After settlement of the TTE Instruction, a Shareholder will not be able to access the Shares concerned in CREST for any transaction or for charging purposes, notwithstanding that they will be held by the Receiving Agent as the Shareholder's escrow agent until completion, lapse or termination of the Tender Offer. If the Tender Offer becomes unconditional by 7.00 a.m. on 6 January 2015 (or such later time and date as the Company and Panmure Gordon may agree), the Receiving Agent will transfer the Shares which are accepted for purchase by Panmure Gordon pursuant to the Tender Offer to itself as the agent of Panmure Gordon, returning any Shares not successfully tendered to the Shareholders concerned.

Shareholders are recommended to refer to the CREST Manual for further information on the CREST procedures outlined in this paragraph 5.3.1.

Shareholders should note that Euroclear does not make available special procedures in CREST for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE Instruction and its settlement (in particular, settlement cannot take place on weekends, bank holidays or other times at which the CREST system is non-operational and TTE Instructions should be input accordingly). Shareholders should therefore ensure that all necessary action is taken by them (or by their CREST sponsor) to enable a TTE Instruction relating to their Shares to settle prior to 3.00 p.m. on 19 December 2014. In this connection, Shareholders are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

An announcement through a Regulatory Information System will be made if any of the details contained in this paragraph 5.3.1 are altered.

The input and settlement of a TTE Instruction in accordance with this paragraph 5.3.1 shall constitute an offer to Panmure Gordon to sell to it the number of Shares transferred to the escrow account referred to above.

By inputting a TTE Instruction in accordance with this paragraph 5.3.1, Shareholders will be deemed to have appointed the Receiving Agent as their agent in respect of the purchase of Shares by Panmure Gordon pursuant to the Tender Offer. Accordingly,

- (i) the Receiving Agent, acting as agent for such Shareholders, will effect such procedures as are required to transfer their Shares to Panmure Gordon pursuant to the Tender Offer; and
- (ii) Panmure Gordon will issue a contract note to the Receiving Agent on behalf of Shareholders whose Shares are so purchased and will remit the cash consideration to the Receiving Agent with instructions that such consideration be remitted in accordance with the CREST payment arrangements.

#### 5.3.2 Deposits of Shares into, and Withdrawals of Shares from, CREST

Normal CREST procedures (including timings) apply in relation to any Shares that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Tender Offer (whether such conversion arises as a result of a transfer of Shares or otherwise). Shareholders who are proposing to convert any such Shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the Shares as a result of the conversion to take all necessary steps in connection with such person's participation in the Tender Offer (in particular, as regards delivery of the share certificates and/or other documents of title or transfers to an escrow balance as described in paragraphs 5.2 and 5.3.1 respectively of this Part 3) prior to 3.00 p.m. on 19 December 2014.

## 5.4 Validity of Tenders

#### 5.4.1 Shares Held in Certificated Form

Panmure Gordon reserves the right to treat as valid only Tender Forms which are received entirely in order by 3.00 p.m. on 19 December 2014 and which are accompanied by the relevant share certificate(s) and/or other document(s) of title, or an indemnity acceptable to Panmure Gordon in lieu thereof, in respect of the entire number of Shares tendered.

#### 5.4.2 Shares Held in Uncertificated Form

A Tender Form which is received in respect of Shares held in uncertificated form will not constitute a valid tender and will be disregarded. Shareholders holding Shares in uncertificated form who wish to tender such Shares should

note that a TTE Instruction will be a valid tender as at 19 December 2014 only if it has settled on or before 3.00 p.m. on that date.

The decision of Panmure Gordon as to which Shares have been validly tendered shall be conclusive and binding on Shareholders who participate in the Tender Offer.

## **5.5 General**

5.5.1 Notwithstanding the receipt of a valid Tender Form or settlement of a TTE Instruction, as applicable, the Tender Offer may lapse or be terminated in accordance with paragraph 3 of this Part 3.

5.5.2 The decision of Panmure Gordon as to which Shares have been validly tendered shall be conclusive and binding on all Shareholders.

5.5.3 Once tendered, Shares may not be sold, transferred, charged or otherwise disposed of.

## **6 Tender Representations and Warranties**

### **6.1 Shareholders Tendering Shares Held in Certificated Form**

Each Shareholder by whom, or on whose behalf, a Tender Form is completed and returned (including a Tender Form which is treated by Panmure Gordon as valid) irrevocably undertakes, represents, warrants and agrees to and with Panmure Gordon (so as to bind such Shareholder and their personal representatives, heirs, successors and assigns) that:

6.1.1 the execution of the Tender Form shall constitute an offer to sell to Panmure Gordon such number of Shares as is inserted, or deemed to be inserted, in either Box 2A (being the Basic Entitlement) or Box 2B in the Tender Form (or deemed to be tendered in accordance with sub-paragraph 6.1.2 or 6.1.3 below), in each case on and subject to the terms and conditions set out or referred to in this document and the Tender Form;

6.1.2 if neither Box 2A nor Box 2B in the Tender Form has been completed, or if Panmure Gordon determines (in its absolute discretion) that Box 2 in the Tender Form has not been validly completed (for example, if both Box 2A and Box 2B have been completed) and provided that the Tender Form is otherwise in order, such Shareholder will be deemed to have tendered all of the Shares that are evidenced by the share certificate(s) and/or other document(s) of title, or an indemnity acceptable to Panmure Gordon in lieu thereof, accompanying the Tender Form or, if less, the number of Shares registered in their name in the Register at the Record Date;

6.1.3 if the Receiving Agent has not received the share certificate(s) and/or other document(s) of title, or an indemnity acceptable to Panmure Gordon in lieu thereof, in respect of the tendered Shares by 3.00 p.m. on 19 December 2014, Panmure Gordon may deem (in its absolute discretion) that such Shareholder has only tendered the number of Shares in respect of which share certificate(s) and/or other document(s) of title, or an indemnity acceptable to Panmure Gordon in lieu thereof, have been received;

- 6.1.4 the completion and return of the Tender Form shall, subject to the Tender Offer becoming unconditional, constitute the irrevocable appointment of any director or officer of Panmure Gordon or the Receiving Agent as such Shareholder's attorney and/or agent (the "**Attorney**"), and an irrevocable instruction and authority to the Attorney to:
- (a) complete and execute any and all instrument(s) of transfer and/or other document(s) and take any and all actions which, in the Attorney's absolute discretion, are necessary or expedient in relation to the Shares referred to in sub-paragraph 6.1.1 above in favour of Panmure Gordon or such other person or persons as Panmure Gordon may direct; and
  - (b) deliver such instrument(s) and/or other document(s) at the discretion of the Attorney, together with the share certificate(s) and/or other document(s) of title relating to such Shares, for registration within six months of the Tender Offer becoming unconditional and to take any and all other actions which, in the Attorney's opinion, are necessary or expedient for the purpose of, or in connection with, the Tender Offer and to vest in Panmure Gordon, its nominee(s) or such other person(s) as Panmure Gordon may direct such of the Shares as are successfully tendered;
- 6.1.5 if the appointment of attorney and/or agent provision under sub-paragraph 6.1.4 above shall be unenforceable or invalid or shall not operate so as to afford any director or officer of Panmure Gordon the benefit or authority expressed to be given therein, such Shareholder shall with all practicable speed do all such acts and things and execute all such documents that may be required to enable Panmure Gordon to secure the full benefits of sub-paragraph 6.1.4 above;
- 6.1.6 such Shareholder will deliver to the Receiving Agent their share certificate(s) and/or other document(s) of title in respect of the Shares referred to in sub-paragraph 6.1.1 above, or an indemnity acceptable to Panmure Gordon in lieu thereof or will procure the delivery of such certificate(s), other document(s) and/or indemnity to the Receiving Agent as soon as possible thereafter and, in any event, by not later than 3.00 p.m. on 19 December 2014;
- 6.1.7 without prejudice to the generality of sub-paragraph 6.3.6 of this Part 3:
- (a) such Shareholder has not received or sent copies or originals of this document, the Tender Form or any related documents in, into or from a Restricted Jurisdiction and has not otherwise utilised in connection with the Tender Offer, directly or indirectly, the mails, any means or instrumentality (including, without limitation, facsimile transmission, email, other electronic transmission and telephone) of interstate or foreign commerce or any facility of a national, state or other securities exchange of a Restricted Jurisdiction;

- (b) neither this document nor the Tender Form has been mailed or otherwise sent in, into or from a Restricted Jurisdiction;
- (c) such Shareholder is accepting the Tender Offer from outside any Restricted Jurisdiction;
- (d) the despatch of a cheque to such Shareholder in accordance with paragraph 7.1.1 of this Part 3 will discharge fully Panmure Gordon's obligation to pay such Shareholder the consideration to which they are entitled under the Tender Offer;
- (e) the Tender Form takes effect as a deed on execution;
- (f) the instructions, terms and other provisions in the Tender Form shall be deemed to be incorporated into this Part 3 and, accordingly, form part of the terms and conditions of the Tender Offer; and
- (g) the Tender Offer will be governed by and construed in accordance with English law and the execution of the Tender Form constitutes such Shareholder's submission to the jurisdiction of the courts of England and Wales in relation to all matters arising out of or in connection with the Tender Offer or the Tender Form.

A reference in this paragraph 6.1 to a "**Shareholder**" includes a reference to the person or persons executing the Tender Form and, in the event of more than one person executing a Tender Form, the provisions of this paragraph 6.1 will apply to them jointly and to each of them.

## **6.2 Shareholders Tendering Shares Held in Uncertificated Form**

Each Shareholder by whom, or on whose behalf, a TTE Instruction which is treated by Panmure Gordon as valid, irrevocably undertakes, represents, warrants and agrees to and with Panmure Gordon (so as to bind such Shareholder and their personal representatives, heirs, successors and assigns) that:

- 6.2.1 the input of the TTE Instruction shall constitute an offer to sell to Panmure Gordon such number of Shares as are specified in the TTE Instruction or deemed to be tendered, in each case on and subject to the terms and conditions set out or referred to in this document and the TTE Instruction;
- 6.2.2 the input of the TTE Instruction, shall, subject to the Tender Offer becoming unconditional, constitute the irrevocable appointment of any director or officer of Panmure Gordon or the Receiving Agent as such Shareholder's agent (the "**Agent**"), and an irrevocable instruction and authority to the Agent to:
  - (a) complete and execute any and all instrument(s) of transfer and/or other document(s) and take any and all actions (including inputting instructions into Euroclear) which, in the Agent's absolute discretion, are necessary or expedient in relation to the Shares referred to in sub-paragraph 6.2.1 above in favour of Panmure

Gordon or such other person or persons as Panmure Gordon may direct; and

- (b) deliver such instrument(s) and/or other document(s) at the discretion of the Agent or input any instructions into Euroclear relating to such Shares for registration within six months of the Tender Offer becoming unconditional and to take any and all other actions which, in the Agent's opinion, are necessary or expedient for the purpose of, or in connection with, the Tender Offer and to vest in Panmure Gordon, its nominee(s) or such other person(s) as Panmure Gordon may direct such of the Shares as are successfully tendered;

6.2.3 if the appointment of agent provision under sub-paragraph 6.2.2 above shall be unenforceable or invalid or shall not operate so as to afford any director or officer of Panmure Gordon the benefit or authority expressed to be given therein, such Shareholder shall with all practicable speed do all such acts and things and execute all such documents that may be required to enable Panmure Gordon to secure the full benefits of sub-paragraph 6.2.2 above;

6.2.4 if, for any reason, any Shares in respect of which a TTE Instruction has been made are prior to 3.00 p.m. on 19 December 2014, converted into certificated form, the electronic tender in respect of such Shares shall cease to be valid and such Shareholder shall then comply with the procedures for tendering Shares held in certificated form as set out in paragraph 5.2 of this Part 3 in respect of the Shares so converted, if they wish to make a valid tender of such Shares pursuant to the Tender Offer;

6.2.5 without prejudice to the generality of sub-paragraph 6.3.6 of this Part 3:

- (a) such Shareholder has not received or sent copies or originals of this document or any related documents in, into or from a Restricted Jurisdiction and has not otherwise utilised in connection with the Tender Offer, directly or indirectly, the mails, any means or instrumentality (including, without limitation, facsimile transmission, email, other electronic transmission and telephone) of interstate or foreign commerce or any facility of a national, state or other securities exchange, of a Restricted Jurisdiction at the time of the input of and settlement of the relevant TTE Instruction;
- (b) the TTE Instruction has not been sent from a Restricted Jurisdiction; and
- (c) such Shareholder is accepting the Tender Offer from outside any Restricted Jurisdiction;

6.2.6 the creation of a payment obligation in favour of such Shareholder's payment bank in accordance with the CREST payment arrangements in accordance with paragraph 7.1.2 of this Part 3 will, to the extent of the obligations so created, discharge fully Panmure Gordon's obligation to pay such Shareholder the consideration to which they are entitled pursuant to the Tender Offer; and

- 6.2.7 the Tender Offer will be governed by and construed in accordance with English law and the input of the TTE Instruction constitutes such Shareholder's submission to the jurisdiction of the courts of England and Wales in relation to all matters arising out or in connection with the Tender Offer.

### **6.3 All Shareholders Tendering Shares**

Each Shareholder by whom, or on whose behalf, a Tender Form is completed and returned (including a Tender Form which is treated by Panmure Gordon as valid) or a TTE Instruction which is treated by Panmure Gordon as valid, irrevocably undertakes, represents, warrants and agrees to and with Panmure Gordon (so as to bind such Shareholder and their personal representatives, heirs, successors and assigns) that:

- 6.3.1 in consideration of Panmure Gordon agreeing to process their tender, such Shareholder will not revoke their tender;
- 6.3.2 such Shareholder has full power and authority to tender, sell, assign or transfer the Shares in respect of which the offer referred to in subparagraph 6.1.1 (in the case of Shares held in certificated form) or subparagraph 6.2.1 (in the case of Shares held in uncertificated form) is accepted (together with all rights attaching thereto) and, when the same are purchased by Panmure Gordon, Panmure Gordon as principal will purchase such Shares as are successfully tendered with full title guarantee and free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights attaching thereto, on or after 19 December 2014, including the right to receive all dividends and other distributions declared, paid or made after that date (other than the final dividend for the financial year ended 30 September 2014);
- 6.3.3 such Shareholder agrees to ratify and confirm each and every act or thing which may be done or effected by Panmure Gordon and/or the Receiving Agent or any of their respective directors or officers or any person nominated by Panmure Gordon or the Receiving Agent or any of their respective directors or officers in the proper exercise of their powers and/or authorities in accordance with the terms and conditions of the Tender Offer;
- 6.3.4 all powers of attorney and authorities on the terms conferred by or referred to in this Part 3 or, in the case of Shares held in certificated form, in the Tender Form are given by way of security for the performance of the obligations of such Shareholder and are irrevocable in accordance with section 4 of the Powers of Attorney Act 1971;
- 6.3.5 such Shareholder shall do all such acts and things as shall be necessary or expedient and execute any additional documents deemed by Panmure Gordon to be desirable, in each case in order to complete the purchase of such Shares as are successfully tendered and/or to perfect any of the authorities expressed to be given in accordance with the terms and conditions of the Tender Offer;

- 6.3.6 such Shareholder has observed the laws of all relevant jurisdictions, obtained any requisite consents and complied with all applicable formalities, and that the invitation pursuant to the Tender Offer may be made to them, under the laws of the relevant jurisdictions, and has not taken or omitted to take any action which would otherwise result in Panmure Gordon or the Company acting in breach of any applicable legal or regulatory requirement in respect of the purchase by Panmure Gordon of the Shares successfully tendered by them in accordance with the Tender Offer; and
- 6.3.7 such Shareholder consents to the assignment by Panmure Gordon of all such benefit as Panmure Gordon may have in any covenants, representations and warranties in respect of the Shares which are successfully tendered pursuant to the Tender Offer.

## **7 Settlement of Consideration**

7.1 Payment of the consideration to which any Shareholder is entitled pursuant to a valid tender accepted by Panmure Gordon will be made in pounds sterling as follows:

### **7.1.1 Shares Held in Certificated Form**

Where an accepted tender relates to Shares held in certificated form:

- (a) a cheque drawn on a branch of a UK clearing bank for the consideration due will be despatched by the Receiving Agent (on behalf of Panmure Gordon) in the week commencing 12 January 2015 or as soon as practicable thereafter by first class post to the person or agent whose name and address (not being an address in a Restricted Jurisdiction) is set out in Box 1 or Box 5 of the Tender Form or, if none is set out, to the registered address of the tendering Shareholder or, in the case of joint holders, the address of the first named; and
- (b) notwithstanding sub-paragraph 7.1.1(a) above, payment of the consideration due will be made only after timely receipt by the Receiving Agent of a properly completed Tender Form and the share certificate(s) and/or other document(s) of title, or an indemnity acceptable to Panmure Gordon in lieu thereof, in respect of the Shares successfully tendered.

### **7.1.2 Shares Held in Uncertificated Form**

Where an accepted tender relates to Shares held in uncertificated form:

- (a) the consideration due will be paid on 6 January 2015 by the Receiving Agent (on behalf of Panmure Gordon) procuring the creation of a CREST payment obligation in favour of the tendering Shareholder's payment bank in accordance with the CREST payment arrangements; and
- (b) notwithstanding sub-paragraph 7.1.2(a) above, payment of the consideration due will be made only after the relevant TTE Instruction has settled.

- 7.2 Under no circumstances will interest be paid on the consideration to which any Shareholder is entitled pursuant to a valid tender accepted by Panmure Gordon regardless of any delay in making payment of such consideration.

## **8 Overseas Shareholders**

- 8.1 The making of the Tender Offer in, or to persons resident in, jurisdictions outside the United Kingdom or to persons who are citizens, residents or nationals of countries other than the United Kingdom may be affected by the laws of the relevant jurisdiction. Shareholders who are not resident in the United Kingdom, or who are citizens, residents or nationals of countries outside the United Kingdom, should inform themselves about and observe any applicable legal requirements. It is the responsibility of any Overseas Shareholder wishing to take up the Tender Offer to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental or other consents which may be required, the compliance with other necessary formalities and the payment of any transfer or other taxes or other requisite payments due in such jurisdiction. Any Overseas Shareholder will be responsible for payment of any such transfer or other taxes or other requisite payments by whomsoever payable and the Company, Computershare Investor Services PLC, Panmure Gordon and any person acting on their behalf shall be fully indemnified and held harmless by such Shareholder on an after-tax basis for any such transfer or other taxes or other requisite payments such person may be required to pay. No steps have been taken to qualify the Tender Offer or to authorise the extending of the Tender Offer or the distribution of this document or the Tender Form in any territory outside the United Kingdom.
- 8.2 In particular, the Tender Offer is not being made, directly or indirectly, in, into or from, or by use of the mail or by any means or instrumentality (including, without limitation, facsimile transmission, email, other electronic transmission and telephone) of interstate or foreign commerce, or of any facility of a national securities exchange, of a Restricted Jurisdiction and the Tender Offer cannot be accepted by any such use, means, instrumentality, facility or otherwise from within a Restricted Jurisdiction. Accordingly, copies of this document, the Tender Form and any related documents are not being, and must not be, mailed or otherwise distributed or sent in, into or from a Restricted Jurisdiction, including to Shareholders with registered addresses in a Restricted Jurisdiction or to persons who are custodians, nominees or trustees holding Shares for persons in a Restricted Jurisdiction. Persons receiving such documents (including without limitation custodians, nominees or trustees) should not distribute, send or mail them in, into or from a Restricted Jurisdiction or use such mail or any such means, instrumentality, facility or otherwise in connection with the Tender Offer, and doing so will render invalid any related purported acceptance of the Tender Offer. Persons wishing to accept the Tender Offer should not use such mail or any such means, instrumentality or facility for any purpose, directly or indirectly, relating to acceptance of the Tender Offer. Envelopes containing Tender Forms should not be postmarked in or otherwise despatched from a Restricted Jurisdiction. All accepting Shareholders must provide addresses outside a Restricted Jurisdiction for the remittance of cash or the return of documents lodged pursuant to the Tender Offer.
- 8.3 A Shareholder will be deemed not to have accepted the Tender Offer if:

- 8.3.1 such Shareholder is unable to make the representations and warranties set out in sub-paragraphs 6.1.7 and 6.3.6 (in respect of Shares held in certificated form) or sub-paragraphs 6.2.5 and 6.3.6 (in respect of Shares held in uncertificated form) of this Part 3;
- 8.3.2 in respect of Shares held in certificated form, such Shareholder inserts in the Tender Form the name and address of a person or agent in a Restricted Jurisdiction to whom they wish the consideration to which they are entitled pursuant to the Tender Offer to be sent; or
- 8.3.3 the Tender Form received from such Shareholder is in an envelope postmarked in, or which otherwise appears to the Receiving Agent or Panmure Gordon to have been sent from a Restricted Jurisdiction.

Panmure Gordon reserves the right, in its absolute discretion, to investigate, in relation to any acceptance, whether the representations and warranties referred to in sub-paragraph 8.3.1 above given by, or on behalf of, any Shareholder are correct and, if such investigation is undertaken and as a result Panmure Gordon determines (for any reason) that such representations and warranties are not correct, such acceptance shall not be valid.

8.4 If, in connection with making the Tender Offer, notwithstanding the restrictions described in this paragraph 8, any person (including, without limitation, custodians, nominees and trustees), whether pursuant to a contractual or legal obligation or otherwise, forwards this document, a Tender Form or any related documents in, into or from a Restricted Jurisdiction or uses the mails, any means or instrumentality (including, without limitation, facsimile transmission, email, other electronic transmission and telephone) of interstate or foreign commerce or any facility of a national, state or other securities exchange of any Restricted Jurisdiction in connection with such forwarding, such persons should:

- 8.4.1 inform the recipient of such fact;
- 8.4.2 explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
- 8.4.3 draw the attention of the recipient to this paragraph 8.

8.5 The provisions of this paragraph 8 and any other terms of the Tender Offer relating to persons resident in jurisdictions outside the United Kingdom or to persons who are citizens, residents or nationals of countries other than the United Kingdom may be waived, varied or modified as regards specific Shareholders or on a general basis by Panmure Gordon in its absolute discretion but only if Panmure Gordon is satisfied that such waiver, variance or modification will not constitute or give rise to a breach of applicable securities or other law.

8.6 The provisions of this paragraph 8 supersede any terms of the Tender Offer inconsistent herewith.

**8.7 Overseas Shareholders should inform themselves about and observe any applicable legal or regulatory requirements. Any Overseas Shareholder in**

**any doubt about their position should consult their professional adviser in the relevant jurisdiction.**

**9 Miscellaneous**

- 9.1 Except as contained in this document, no person has been authorised to give any information or make any representations with respect to the Company or the Tender Offer and, if given or made, such other information or representations should not be relied on as having been authorised by the Company or Panmure Gordon.
- 9.2 Neither the Company nor Panmure Gordon shall have any liability to any person as a result of exercising, or not exercising, any discretion conferred on them or either of them in accordance with the terms and conditions of the Tender Offer.
- 9.3 The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this document or the Tender Form.

## **PART 4 UK TAXATION**

**The information set out in this Part 4 does not constitute tax advice and is intended only as a general guide to current United Kingdom law and HM Revenue & Customs ("HMRC") published practice (which are both subject to change at any time, possibly with retrospective effect). Such information relates only to certain limited aspects of the United Kingdom taxation treatment of Shareholders who are resident in the UK for UK tax purposes, who are the beneficial owners of their Shares and who hold their Shares as investments (and not as assets to be realised in the course of a trade, profession or vocation). The statements below may not apply to certain classes of Shareholders such as dealers in securities, collective investment schemes, Shareholders who are exempt from taxation and Shareholders who acquired their Shares by virtue of any office or employment. Special rules may apply to such Shareholders. Shareholders in any doubt as to their taxation position should consult an appropriate professional adviser without delay.**

### **1 Taxation of Chargeable Gains**

A Shareholder who sells Shares to Panmure Gordon pursuant to the Tender Offer should be treated, for the purposes of UK taxation, as though the Shareholder has sold them in the normal way through the market to a third party. Accordingly, such a sale by a Shareholder who is resident in the UK for UK tax purposes may, depending on that Shareholder's personal circumstances and the availability of any exemptions and reliefs, give rise to a chargeable gain (or allowable loss) for the purposes of UK taxation of chargeable gains.

Shareholders who are not resident in the UK for tax purposes will not normally be liable to UK taxation on chargeable gains arising from the sale of their Shares unless those Shares are held through a UK branch or agency or, in the case of a corporate Shareholder, a UK permanent establishment, although they may be subject to foreign taxation depending on their personal circumstances.

Individual Shareholders who are only temporarily not resident in the UK for tax purposes may, depending on their personal circumstances, become liable to capital gains tax under tax anti-avoidance legislation.

### **2 Stamp Duty and Stamp Duty Reserve Tax ("SDRT")**

The sale of Shares pursuant to the Tender Offer will not give rise to any liability to stamp duty or SDRT for selling Shareholders.

Stamp duty at the rate of 0.5 per cent. of the aggregate Tender Price of the Shares purchased by the Company pursuant to the Repurchase Agreement, rounded up to the nearest £5, will be payable by the Company on its purchase of such Shares from Panmure Gordon.

## **PART 5 ADDITIONAL INFORMATION**

### **1 The City Code on Takeovers and Mergers**

Under Rule 9 of the Takeover Code ("**Rule 9**"), any person or group of persons deemed to be acting in concert who acquires 30 per cent. or more of the voting shares of a company to which the Takeover Code applies is normally required by the Panel to make a general offer to shareholders of that company to acquire their shares or request a dispensation from the Panel. Rule 9 also provides that any person or group of persons deemed to be acting in concert who own between 30 per cent. and 50 per cent. of the voting shares of a company to which the Takeover Code applies will be unable, without the Panel's consent, to acquire, either individually or together, any further voting rights in the company without being required to make a general offer to shareholders of that company to acquire their shares.

Under Rule 37.1 of the Takeover Code, when a company purchases its own voting shares, a resulting increase in the percentage of voting rights carried by shareholdings of its directors and persons acting in concert with them is treated as an acquisition for the purpose of Rule 9. A shareholder not acting in concert with the directors of that company will not normally incur an obligation to make a general offer under Rule 9, if, as a result of the purchase of its own shares by that company, that shareholder comes to exceed the percentage limits set out in Rule 9. However, this exception will not apply when a shareholder not acting in concert with the company's directors has purchased shares at a time when that shareholder had reason to believe that such a purchase of its own shares by the company would take place.

A Shareholder not acting in concert with the Directors may, therefore, incur an obligation under Rule 9 to make a general offer to Shareholders to acquire their Shares if, as a result of the purchase by the Company of its own Shares from other Shareholders, that Shareholder comes to hold or acquire 30 per cent. or more of the Shares following the Tender Offer and that Shareholder has purchased Shares on or after 21 November 2014, being the date when that Shareholder had reason to believe that the Company would purchase its own Shares pursuant to the Tender Offer.

### **2 Repurchase Agreement**

By a repurchase agreement between the Company and Panmure Gordon dated 25 November 2014, the Company has agreed to purchase, and Panmure Gordon has agreed to sell to the Company, as an on-market purchase and at a price per Share equal to the Tender Price, all of the Shares purchased by Panmure Gordon pursuant to the Tender Offer, such purchase and sale to be completed immediately following the purchase of those Shares by Panmure Gordon.

Under the Repurchase Agreement, which is conditional on the Tender Offer becoming unconditional in all respects and not lapsing or terminating in accordance with its terms, the Company shall pay an amount equal to the Tender Price multiplied by the number of Shares successfully tendered to a non-interest bearing account with the Receiving Agent in the name of the Company as soon as practicable following calculation of the Tender Price so as to be received in cleared funds by not later than 2.00 p.m. on 23 December 2014 (or such later date as may be agreed in writing by Panmure Gordon and the Company).

The Repurchase Agreement contains representations and warranties from the Company in favour of Panmure Gordon and incorporates an indemnity in favour of Panmure Gordon in

respect of any liability which it may suffer in relation to its performance pursuant to the Tender Offer.

The Repurchase Agreement also contains certain representations, warranties and undertakings from Panmure Gordon in favour of the Company concerning its authority to enter into the agreement and to make the purchase of Shares pursuant to the Tender Offer.

### **3 General**

3.1 Apart from the responsibilities and liabilities, if any, which may be imposed on Panmure Gordon by FSMA or the regulatory regime established under FSMA, Panmure Gordon accepts no responsibility whatsoever for the contents of this document or for any other statement made or purported to be made by it or on its behalf in connection with the Company or the Tender Offer. Panmure Gordon accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to earlier in this paragraph) which it might otherwise have in respect of this document or any such statement. Panmure Gordon has given and not withdrawn its written consent to the issue of this document with the inclusion of its letter and with the references to its name in the form and context in which they are included.

3.2 Assuming the Tender Offer is subscribed in full, the costs in connection with the Tender Offer are estimated to be approximately £160,000 (inclusive of stamp duty and VAT) and will be payable by the Company. Under the Tender Offer, the Tender Price per Share is reduced by the costs and expenses of the Tender Offer divided by the number of Shares successfully tendered.

### **4 Documents Available for Inspection**

Copies of the following documents will be available for inspection at the offices of the Investment Manager during normal business hours on weekdays (Saturdays, Sundays and public holidays excepted) from the date of this document until the completion, lapse or termination of the Tender Offer:

- 4.1 the articles of association of the Company as at the date of this document;
- 4.2 the Annual Report and Financial Statements of the Company for the year ended 30 September 2014;
- 4.3 the Repurchase Agreement;
- 4.4 the consent letter referred to in paragraph 3.1 of this Part 5; and
- 4.5 this document.

## **PART 6**

### **DEFINITIONS**

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

<b>"Annual General Meeting" or "AGM"</b>	the annual general meeting of the Company convened for 11.00 a.m. on Friday, 19 December 2014 (or any adjournment of that meeting), notice of which is set out in the Company's Annual Report and Financial Statements for the year ended 30 September 2014
<b>"Annual Report"</b>	the Company's annual report and financial statements for the year ended 30 September 2014
<b>"ARAN message"</b>	a registrar's adjustment message (as defined in the CREST Manual)
<b>"Basic Entitlement"</b>	in the case of each Shareholder (other than Restricted Shareholders), the entitlement to tender in the Tender Offer up to 10 per cent. of the Shares registered in the Register in such person's name at the Record Date rounded down to the nearest whole number of Shares
<b>"Board"</b>	the board of Directors, including any duly constituted committee thereof
<b>"Business Day"</b>	any day other than a Saturday, Sunday or public holiday in England and Wales on which clearing banks in London are open for general banking business
<b>"Calculation Date"</b>	the day as at which the Company will calculate the Tender Price for the purposes of the Tender Offer, expected to be the close of business on 19 December 2014
<b>"certificated" or "in certificated form"</b>	not in uncertificated form
<b>"Company"</b>	Henderson Value Trust plc
<b>"Continuation Resolution"</b>	the ordinary resolution to be proposed at the Annual General Meeting that the Company continue as an investment trust until the third annual general meeting thereafter
<b>"CREST"</b>	the facilities and procedures for the time being of the relevant system of which

	Euroclear has been approved as operator pursuant to the CREST Regulations
<b>"CREST Manual"</b>	the compendium of documents entitled CREST Manual issued by Euroclear from time to time and comprising the CREST Reference Manual, the CREST Central Counterparty Service Manual, the CREST International Manual, CREST Rules, CCSS Operations Manual and the CREST Glossary of Terms
<b>"CREST member"</b>	a person who has been admitted by Euroclear as a system-member (as defined in the CREST Regulations)
<b>"CREST participant"</b>	a person who is, in relation to CREST, a system participant (as defined in the CREST Regulations)
<b>"CREST Regulations"</b>	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)
<b>"CREST sponsor"</b>	a CREST participant admitted to CREST as a CREST sponsor, being a sponsoring system participant (as defined in the CREST Regulations)
<b>"CREST sponsored member"</b>	a CREST member admitted to CREST as a sponsored member
<b>"Directors"</b>	the directors of the Company, whose names appear on page 2 of this document
<b>"Euroclear"</b>	Euroclear UK & Ireland Limited, the operator of CREST
<b>"FCA"</b>	Financial Conduct Authority
<b>"FSMA"</b>	the Financial Services and Markets Act 2000
<b>"Investment Manager"</b>	Henderson Global Investors Limited of 201 Bishopsgate, London, EC2M 3AE, United Kingdom
<b>"London Stock Exchange"</b>	London Stock Exchange plc
<b>"member account ID"</b>	the identification code or number attached to any member account in CREST
<b>"NAV"</b>	in relation to the Company, the net asset value of the Company as calculated by the Company in accordance with the Company's normal accounting policies or, in relation to a Share, the net asset value of the Company

	as so calculated divided by the number of Shares in issue on the relevant date of calculation (excluding any Shares held in treasury)
<b>"Overseas Shareholders"</b>	a Shareholder who is resident in, or a citizen of, a jurisdiction outside the United Kingdom
<b>"Panel"</b>	the Panel on Takeovers and Mergers
<b>"Panmure Gordon"</b>	Panmure Gordon (UK) Limited
<b>"participant ID"</b>	the identification code or membership number used in CREST to identify a particular CREST member or other CREST participant
<b>"Receiving Agent"</b>	Computershare Investor Services PLC
<b>"Record Date"</b>	the record date for the Tender Offer, being the close of business on 19 December 2014
<b>"Register"</b>	the register of Shareholders
<b>"Regulatory Information Service"</b>	a regulatory information service approved by the FCA and on the list of regulatory information services maintained by the FCA
<b>"Repurchase Agreement"</b>	the agreement dated 25 November 2014 between the Company and Panmure Gordon whereby the Company has agreed to purchase, and Panmure Gordon has agreed to sell to the Company, as an on-market purchase and at a price per Share equal to the Tender Price, all of the Shares purchased by Panmure Gordon pursuant to the Tender Offer as summarised in paragraph 2 of Part 5 of this document
<b>"Restricted Jurisdiction"</b>	any of the following jurisdictions: Australia; Canada; Japan; New Zealand; the Republic of South Africa; or the United States
<b>"Restricted Shareholder"</b>	a Shareholder who is a resident in, or a citizen or national of, a Restricted Jurisdiction or any other jurisdiction where the mailing of this document or the Tender Form in, into or from such jurisdiction would constitute a violation of the laws of such jurisdiction
<b>"Shareholders"</b>	holders of Shares
<b>"Shares"</b>	ordinary shares of 25p each in the capital of the Company

<b>"Takeover Code"</b>	The City Code on Takeovers and Mergers
<b>"Tender Form"</b>	the tender form issued by the Company for use by Shareholders in connection with the Tender Offer
<b>"Tender Costs per Tendered Share"</b>	the costs and expenses of the Tender Offer as at close of business on the Calculation Date, be divided by the number of Shares validly tendered under the Tender Offer, calculated in accordance with paragraph 4 of Part 3 of this document
<b>"Tender NAV per Share"</b>	the net asset value of the Company divided by the number of Shares in issue on the relevant date of calculation (excluding any Shares held in treasury) calculated in accordance with paragraph 4 of Part 3 of this document
<b>"Tender Offer"</b>	the invitation by Panmure Gordon to Shareholders (other than Restricted Shareholders) to tender, in aggregate, up to 10 per cent. of the Shares in issue on the Record Date, for purchase on the terms and subject to the conditions set out in this document and, where applicable, the Tender Form
<b>"Tender Offer Resolution"</b>	the special resolution to be proposed at the Annual General Meeting in connection with the Tender Offer
<b>"Tender Price"</b>	the price per Share at which Shares will be purchased pursuant to the Tender Offer as calculated in accordance with paragraph 4 of Part 3 of this document
<b>"TFE Instruction"</b>	a transfer from escrow instruction (as defined by the CREST Manual)
<b>"TTE Instruction"</b>	a transfer to escrow instruction (as defined by the CREST Manual)
<b>"uncertificated form" or "in uncertificated form"</b>	recorded in the Register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST
<b>"United Kingdom" or "UK"</b>	the United Kingdom of Great Britain and Northern Ireland

**"United States" or "US"**

the United States of America, its jurisdictions and possession, any state of the United States and the District of Columbia

Note:

All references in this document to "£", "pounds sterling" and "pence" (including the abbreviation "p") are to the lawful currency of the United Kingdom.