

19 September 2019

COOPERATION AGREEMENT

between

CHARLES TAYLOR PLC

and

JEWEL BIDCO LIMITED

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THIS AGREEMENT is made on 19 September 2019 between the following parties

- (1) **JEWEL BIDCO LIMITED**, a company incorporated in England and Wales (registered number 12204354) whose registered office is at Fifth Floor, 100 Wood Street, London, EC2V 7EX (“**LMP Bidco**”); and
- (2) **CHARLES TAYLOR PLC**, a public limited company registered in England and Wales with registered number 03194476, whose registered office is at The Minster Building, 21 Mincing Lane, London, England, EC3R 7AG (“**Charles Taylor**”),

(each a party and together the parties).

WHEREAS

- (A) LMP Bidco proposes to announce immediately following execution of this Agreement a firm intention to make a recommended acquisition of the entire issued and to be issued share capital of Charles Taylor pursuant to Rule 2.7 of the Code.
- (B) The Acquisition will be made on the terms and subject to the conditions set out in the Announcement and this Agreement.
- (C) The parties intend that the Acquisition will be implemented by way of the Scheme, although LMP Bidco reserves the right, subject to the terms of this Agreement and the Announcement, to implement the Acquisition by way of a Takeover Offer.
- (D) The parties are entering into this Agreement to set out certain obligations and commitments in relation to the implementation of the Acquisition (whether by way of the Scheme or a Takeover Offer).

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including the recitals but excluding Schedule 1), the terms and expressions listed in this clause 1.1 shall have the meanings set out in this clause 1.1. Terms and expressions used in Schedule 1 (Form of Announcement) shall have the meanings given to them in Schedule 1.

“ Acceptance Condition ”	means the acceptance condition to any Takeover Offer;
“ Acquisition ”	means the proposed acquisition of the entire issued and to be issued share capital of Charles Taylor by LMP Bidco (other than any Charles Taylor Shares already held or contracted to be acquired by the Wider Lovell Minnick Group), to be effected by way of: (i) the Scheme; or (ii) a Takeover Offer (as the case may be);
“ Acquisition Document ”	means (i) if the Scheme is (or is to be) implemented, the Scheme Document; or (ii) if a Takeover Offer is (or is to be) implemented, the Offer Document;
“ Acquisition Price ”	means 315 pence in cash for each Charles Taylor Share;

“Agreed Switch”	has the meaning given to it in clause 6.1(a);
“Announcement”	means the announcement detailing the terms and conditions of the Acquisition to be made pursuant to Rule 2.7 of the Code, in substantially the form set out in Schedule 1 (Form of Announcement);
“Business Day”	means a day (other than Saturdays, Sundays and public holidays in the UK) on which banks are open for business in the City of London;
“Charles Taylor Board”	means the board of directors of Charles Taylor from time to time;
“Charles Taylor Board Adverse Recommendation Change”	means: <ul style="list-style-type: none"> (a) if Charles Taylor makes an announcement prior to the publication of the Acquisition Document(s) that: (i) the Charles Taylor Directors no longer intend to make the Charles Taylor Board Recommendation or intend adversely to modify or qualify such recommendation; (ii) it will not convene the Court Meeting or the Charles Taylor General Meeting; or (iii) it intends not to post the Scheme Document or (if different) the document convening the Charles Taylor General Meeting; (b) if Charles Taylor makes an announcement that it will delay the convening of, or will adjourn, the Court Meeting, the Charles Taylor General Meeting or the Court Hearing, in each case without the consent of LMP Bidco, except where such delay or adjournment is for reasons outside Charles Taylor's control; (c) the Charles Taylor Board Recommendation is not included in the Acquisition Document(s); or (d) the Charles Taylor Directors withdraw, adversely modify or adversely qualify the Charles Taylor Board Recommendation;
“Charles Taylor Board Recommendation”	means a unanimous and unqualified recommendation from the Charles Taylor Directors to Charles Taylor Shareholders in respect of the Acquisition: (i) to vote in favour of the Charles Taylor Resolutions; or (ii) if LMP Bidco elects to implement the Acquisition by means of a Takeover Offer in accordance with the terms of this Agreement, to accept the Takeover Offer;
“Charles Taylor Directors”	means the directors of Charles Taylor from time to time;
“Charles Taylor Employees’	means the Charles Taylor Employees’ Share Ownership

Share Ownership Plan	Plan Trust;
“Charles Taylor General Meeting”	means the general meeting of Charles Taylor to be convened in connection with the Scheme, notice of which will be set out in the Scheme Document, including any adjournment thereof;
“Charles Taylor Group”	means Charles Taylor and its subsidiary undertakings and member of the Charles Taylor Group shall be construed accordingly;
“Charles Taylor Remuneration Committee”	means the remuneration committee of the Charles Taylor Board;
“Charles Taylor Representative”	has meaning given to it in clause 12.4;
“Charles Taylor Resolutions”	means such shareholder resolutions of Charles Taylor as are necessary to approve, implement and effect the Scheme and the Acquisition and changes to Charles Taylor's articles of association;
“Charles Taylor Share Plans”	means the Charles Taylor Long Term Incentive Plan, the Charles Taylor Deferred Annual Bonus, the Charles Taylor Retention Share Award Plan, the Charles Taylor Restricted Share Plan and the Charles Taylor Save as You Earn Plan;
“Charles Taylor Shareholders”	means the holders of Charles Taylor Shares from time to time;
“Charles Taylor Shares”	means the ordinary shares of 1 pence each in the capital of Charles Taylor, from time to time;
“Clearances”	means any approvals, consents, clearances, permissions, confirmations, comfort letters and waivers to be obtained, all filings to be made and all waiting periods that need to have expired, from or under any of the Laws, regulations or practices applied by any Relevant Authority (or under any agreements or arrangements to which any Relevant Authority is a party), in each case as is necessary in order for one or more of the Regulatory Conditions to be satisfied;
“Code”	means the City Code on Takeovers and Mergers, as issued from time to time by or on behalf of the Panel;
“Companies Act”	means the Companies Act 2006;
“Competing Proposal”	means: <ul style="list-style-type: none"> (a) an offer (including a partial offer for 30 per cent. or more of the issued or to be issued ordinary share capital of Charles Taylor), exchange or tender, merger, acquisition, dual-listed structure, scheme of arrangement, reverse takeover, whitewash

transaction and/or business combination (or the announcement of a firm intention to do the same), the purpose of which is to acquire, directly or indirectly, 30 per cent. or more of the issued or to be issued ordinary share capital of Charles Taylor (when aggregated with the shares already held by the acquirer and any person acting or presumed or deemed to be acting in concert with the acquirer) or any arrangement or series of arrangements which results in any party acquiring, consolidating or increasing 'control' (as defined in the Code) of Charles Taylor;

- (b) the acquisition or disposal, directly or indirectly, of all or a significant proportion (being 30 per cent. or more) of the business, assets and/or undertakings of the Charles Taylor Group calculated by reference to any of its revenue, profits or value taken as a whole;
- (c) a demerger and/or liquidation involving all or a significant portion (being 30 per cent. or more) of the Charles Taylor Group calculated by reference to any of its revenue, profits or value taken as a whole; or
- (d) any other transaction which would be reasonably likely materially to preclude, impede or delay or otherwise prejudice the implementation of the Acquisition (including, for the avoidance of doubt, any transaction or arrangement which would constitute a Class 1 transaction for the purposes of the Listing Rules undertaken by Charles Taylor), excluding any transaction or potential transaction notified in writing to LMP Bidco by Charles Taylor prior to the date of this Agreement,

in each case which is not effected by LMP Bidco (or a person acting in concert with LMP Bidco) or at LMP Bidco's direction or with LMP Bidco's agreement, and in each case whether implemented in a single transaction or a series of transactions and whether conditional or otherwise;

“Conditions”

means:

- (a) for so long as the Acquisition is being implemented by means of the Scheme, the conditions to the implementation of the Acquisition (including the Scheme) as set out in Appendix I to the Announcement and to be set out in the Acquisition Document, as may be amended by LMP Bidco with the consent of the Panel (and, for so long as the Scheme is subject to a unanimous and unqualified recommendation from the board of directors of Charles Taylor, with the consent of Charles Taylor);

and

- (b) for so long as the Acquisition is being implemented by means of a Takeover Offer, the terms and conditions referred to in (a) above, as amended by replacing the Condition at paragraph 2 of Part A of Appendix I of the Announcement with the Acceptance Condition, and as may be amended by LMP Bidco with the consent of the Panel (and in the case of an Agreed Switch, and for so long as the Offer is subject to a unanimous and unqualified recommendation from the board of directors of Charles Taylor, with the consent of Charles Taylor),

and Condition shall be construed accordingly;

- “Confidentiality Agreement”** means the confidentiality agreement between Lovell Minnick and Charles Taylor in relation to the Acquisition dated 22 August 2019;
- “Costs”** means losses, damages, costs (including reasonable legal costs) and expenses (including taxation), in each case of any nature whatsoever;
- “Court”** means the High Court of Justice in England and Wales;
- “Court Hearing”** means the hearing by the Court of the petition to sanction the Scheme and to grant the Court Order;
- “Court Hearing Date”** means the date upon which the Court Hearing is held;
- “Court Meeting”** means the meeting(s) of the Scheme Shareholders to be convened by order of the Court pursuant to section 896 of the Companies Act, notice of which will be set out in the Scheme Document, for the purpose of approving the Scheme, including any adjournment thereof;
- “Court Order”** means the order(s) of the Court sanctioning the Scheme under section 899 of the Companies Act;
- “Disclosed”** has the meaning given to it in the Announcement;
- “Effective Date”** means:
- (a) the date on which the Scheme becomes effective in accordance with its terms; or
 - (b) if LMP Bidco elects to implement the Acquisition by means of a Takeover Offer in accordance with the terms of this Agreement, the date that the Takeover Offer becomes or is declared unconditional in all respects;

“FCA”	means the Financial Conduct Authority or its successor from time to time;
“Financial Regulatory Conditions”	means the conditions set out in paragraphs 5 (FCA and PRA), 6 (Lloyd’s), 7 (Isle of Man), 8 (Bermuda) and 9 (State of Texas) of Part A of Appendix I to the Announcement;
“Group”	means, in relation to any person, that person and any subsidiaries or subsidiary undertakings of that person;
“Interim 2019 Dividend”	has the meaning given to it in the Announcement;
“Law”	means any applicable statute, law, rule, regulation, ordinance, code, order, judgment, injunction, writ, decree, directive, policy, guideline, interpretation or rule of common law issued, administered or enforced by any Relevant Authority, or any judicial or administrative interpretation thereof;
“Listing Rules”	means the listing rules and guidance made by the FCA contained in the FCA Handbook;
“Lloyd’s”	means the Society and Corporation of Lloyd’s created and governed by the Lloyd’s Acts 1871 to 1982, including the Council of Lloyd’s (and its delegates and other persons through whom the Council may act), as the context may require;
“LMP Bidco Directors”	means the directors of LMP Bidco from time to time;
“Longstop Date”	19 March 2020, or such later date (if any) as LMP Bidco and Charles Taylor may agree in writing and (if required) the Panel and the Court may allow;
“Lovell Minnick Funds”	means Lovell Minnick Equity Partners V LP and Lovell Minnick Equity Partners V-A LP;
“Lovell Minnick Responsible Persons”	means each of the LMP Bidco Directors and any other person who it has been agreed with the Panel shall take responsibility for the information in relation to the Wider Lovell Minnick Group in the Acquisition Document;
“New Specified Person”	has the meaning given to it in clause 3.10;
“Offer Document”	means, if (following the date of this Agreement) LMP Bidco elects to implement the Acquisition by way of a Takeover Offer in accordance with clause 6.1, the document to be sent to (among others) Charles Taylor Shareholders setting out, among other things, the full terms and conditions of the Takeover Offer;
“Panel”	means the UK Panel on Takeovers and Mergers;

“Pantheon Co-Investors”	means Pantheon International Plc, Pantheon Access Co-Investment Program, L.P. – Series 102, Pantheon Multi-Strategy Co-Investment Program 2014, L.P. – Series 200, Pantheon Global GT Fund, L.P., and Pantheon Global HO Fund, L.P.;
“PRA”	means the Prudential Regulation Authority or its successor from time to time;
“Proceedings”	means any proceeding, suit or action arising out of or in connection with this Agreement or the negotiation, existence, validity or enforceability of this Agreement, whether contractual or non-contractual;
“Regulatory Conditions”	means the conditions set out in paragraphs 4 to 9 (inclusive) of Part A of Appendix I to the Announcement;
“Regulatory Information Service”	means any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements;
“Relevant Authority”	means any central bank, ministry, governmental, quasi-governmental, supranational (including the European Union), statutory, regulatory or investigative body, authority or tribunal (including any national or supranational anti-trust, competition or merger control authority, any sectoral ministry or regulator and foreign investment review body), national, state, municipal or local government (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, trade agency, association, institution or professional or environmental body in any jurisdiction, including, without limitation, the FCA, the PRA, Lloyd’s and the European Commission;
“Remedies”	means any conditions, measures, commitments, undertakings, remedies (including disposal and any pre- divestiture reorganisations by a party) or assurance (financial or otherwise) offered or required in connection with the obtaining of any Clearances, and “Remedy” shall be construed accordingly;
“Scheme”	means the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Charles Taylor and the Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Charles Taylor and LMP Bidco;
“Scheme Condition”	means the condition referred to in paragraph 2(c) of Part A of Appendix I to the Announcement;

“Scheme Document”	means the document to be sent to (among others) Charles Taylor Shareholders containing and setting out, among other things, the full terms and conditions of the Scheme and containing the notices convening the Court Meeting and the Charles Taylor General Meeting;
“Scheme Shareholders”	means the holders of Scheme Shares;
“Scheme Shares”	has the meaning given in the Announcement;
“Service Document”	means a claim form, application notice, order, judgment or other document relating to any Proceedings;
“Significant Interest”	means, in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking;
“Specified Person”	means (i) each of the Lovell Minnick Funds, (ii) each of the Pantheon Co-Investors, and (iii) any New Specified Person;
“Switch”	has the meaning given in clause 6.1;
“Takeover Offer”	means a takeover offer (within the meaning of section 974 of the Companies Act) to be made by or on behalf of LMP Bidco to acquire the entire issued and to be issued share capital of Charles Taylor on the terms and conditions to be set out in the Offer Document;
“UK” or “United Kingdom”	means the United Kingdom of Great Britain and Northern Ireland;
“Wider Lovell Minnick Group”	means Lovell Minnick, funds managed by Lovell Minnick, LMP Bidco and their respective associated undertakings and any other body corporate, partnership, joint venture or person in which Lovell Minnick and all such undertakings (aggregating their interests) have a Significant Interest (but excluding for the purposes of this definition any portfolio company of Lovell Minnick and/or any portfolio company of funds managed by Lovell Minnick) and member of the Wider Lovell Minnick Group shall be construed accordingly; and
“Working Hours”	means 9.30 a.m. to 5.30 p.m. in the relevant location on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) the expressions “**subsidiary**” and “**subsidiary undertaking**” have the meanings given in the Companies Act;
- (b) the expressions “**acting in concert**” and “**concert parties**” shall be construed in accordance with the Code;

- (c) “**interests in securities**” or “**interests in shares**” shall be construed in accordance with the Code;
- (d) a reference to “**procure**” or a procurement obligation shall include, without limitation, enforcing contractual rights against the person whose actions are being procured;
- (e) a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;
- (f) references to a “**person**” include any individual, an individual’s executors or administrators, a partnership, a firm, a body corporate (wherever incorporated), an unincorporated association, government, state or agency of a state, local or municipal authority or government body, a joint venture, association, works council or employee representative body (in any case, whether or not having separate legal personality);
- (g) references to a recital, paragraph, clause or Schedule (other than a schedule to a statutory provision) shall refer to those of this Agreement unless stated otherwise;
- (h) headings do not affect the interpretation of this Agreement, the singular shall include the plural and vice versa, and references to one gender include all genders;
- (i) references to time are to London time;
- (j) any reference to a “**day**” (including within the phrase “**Business Day**”) shall mean a period of 24 hours running from midnight to midnight;
- (k) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (l) references to “**£**”, “**GBP**”, “**pounds sterling**”, “**Sterling**”, “**pence**” and “**p**” are references to the lawful currency from time to time of the United Kingdom;
- (m) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (n) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied or supplemented at any time; and
- (o) references to this Agreement include this Agreement as amended or supplemented in accordance with its terms.

1.3 The Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.

2 PUBLICATION OF THE ANNOUNCEMENT AND THE TERMS OF THE ACQUISITION

2.1 The obligations of the parties under this Agreement, other than this clause 2.1 and clauses 11 to 19 (inclusive) and 21 to 25 (inclusive), shall be conditional on the release of the Announcement via a

Regulatory Information Service at or before 8.00 a.m. on the date of this Agreement or such later time and date as the parties may agree (and, where required by the Code, the Panel may approve). This clause 2.1 and clauses 11 to 19 (inclusive) and 21 to 25 (inclusive) shall take effect on and from execution of this Agreement.

- 2.2** The terms of the Acquisition shall be as set out in the Announcement, together with such other terms as may be agreed by the parties in writing (save in the case of an increase in the cash consideration to be paid to Charles Taylor Shareholders under the terms of the Acquisition, which will be at the absolute discretion of LMP Bidco) and, where required by the Code, approved by the Panel. The terms of the Acquisition at the date of publication of the Acquisition Document shall be set out in the Acquisition Document.

3 CLEARANCES

- 3.1** Except where otherwise required by Law or a Relevant Authority, LMP Bidco shall:

- (a)** after prior consultation with Charles Taylor with the aim of reaching common agreement on how to proceed and reasonably considering in good faith comments from Charles Taylor, determine the strategy for obtaining the Clearances including (i) the timing and sequencing regarding the discussion, offer or agreement of Remedies, if any can reasonably be expected to be required in order to secure a Clearance, with Relevant Authorities; and (ii) the determination of Remedies, if any can reasonably be expected to be required in order to secure a Clearance, discussed with, offered to or agreed with Relevant Authorities;
- (b)** subject to clause 3.5, promptly contact and correspond with the Relevant Authorities in relation to such Clearances (including submitting and preparing all necessary filings, notifications and submissions, such acts to be done after prior consultation with Charles Taylor unless any such contact or correspondence relates to purely administrative matters); and
- (c)** be responsible for the payment of all filing fees required in connection with the Clearances.

- 3.2** LMP Bidco shall, and shall use all reasonable endeavours to procure that each Specified Person shall, use all reasonable endeavours to secure the Clearances, as soon as is reasonably practicable and, in any event, by the Longstop Date, including by accepting the imposition of, or offering, any Remedies by or to any Relevant Authority that are required in order to obtain the relevant Clearances at the first stage of any Relevant Authority's review process, provided that:

- (a)** neither LMP Bidco nor any Specified Person shall be: (i) required to divest or procure the divestment of any shares, ownership interests, assets, properties or businesses of any company or business or other entity in which any person or persons which controls or has a direct or indirect interest in LMP Bidco or such Specified Person prior to the Effective Date has a direct or indirect interest, or (ii) under any obligation whatsoever, either pursuant to this Agreement or otherwise, to discuss, offer or execute any divestment of any shares, ownership interests, assets, properties or businesses to obtain Clearance in respect of any Financial Regulatory Condition; and
- (b)** nothing contained in this Agreement shall require either party to take, or cause to be taken, any action with respect to the divestiture of any assets, properties or businesses of the Charles Taylor Group that is not conditional on completion of the Acquisition.

3.3 LMP Bidco and Charles Taylor shall, and LMP Bidco shall use all reasonable endeavours to procure that each Specified Person shall:

- (a)** provide each other, in a timely manner, with such information and assistance as may be reasonably required for:
 - (i)** LMP Bidco to determine, in consultation with Charles Taylor, in which jurisdictions any merger control, regulatory or other filing, notification or submission with a Relevant Authority is necessary for the purposes of obtaining the Clearances;
 - (ii)** any filings, notifications or submissions to the Relevant Authorities as are necessary in connection with the obtaining of the Clearances to be made, taking into account all applicable waiting periods; and
 - (iii)** the identification, structuring and preparation of any Remedies or other action, if it can reasonably be expected that any will be required to secure a Clearance; and
- (b)** ensure that all information necessary:
 - (i)** for the making of (or responding to any requests for further information consequent upon) any such filings, notifications, submissions (including draft versions necessary for the purpose of obtaining the Clearances); and
 - (ii)** for the identification, structuring and preparation of any Remedies if it can reasonably be expected that any will be required in order to secure a Clearance or any other disposal,

(and that is in the possession of, or reasonably obtainable by, such party (including from third parties through the reasonable exercise of contractual rights)) is supplied accurately and as promptly as reasonably practicable.

3.4 For the purposes of clause 3.3 the parties acknowledge that:

- (a)** a party shall not be in breach of clause 3.3 as a consequence of any inaccuracies in any information originating from a third party (being a person other than a member, officer or employee of the party's Group);
- (b)** such information and assistance will be supplied in a manner reasonably designed to preserve applicable legal professional privilege;
- (c)** in certain circumstances disclosure by one party to the other party may nonetheless be prevented by obligations of confidentiality owed to third parties or by Law; and
- (d)** the provision of information is subject to clause 3.8.

3.5 Except to the extent that to do so is prohibited by Law and subject to clause 3.8:

- (a)** LMP Bidco shall, and shall use all reasonable endeavours to procure that each Specified Person shall (to the extent required) (or, as may be required by applicable Law, Charles Taylor and LMP Bidco jointly, or as reasonably required by Charles Taylor, as the case may be shall) submit any draft filing, filing, notification or submission (as required) to each Relevant Authority in connection with obtaining the Clearances as soon as is reasonably practicable after the signing of this Agreement, within any applicable

mandatory time period and, in any event, by no later than 30 September 2019 (subject to any later date agreed between the parties acting reasonably);

- (b)** each party shall, and LMP Bidco shall use all reasonable endeavours to procure that each Specified Person shall (to the extent required), provide in a timely manner such cooperation as is reasonably required by the other parties in connection with the preparation of all such filings, notifications or submissions (as required) referred to in clause 3.5(a) and in relation to the preparation of any other submissions, material correspondence or material communications to any Relevant Authority in connection with the Clearances (including at the pre-notification stage);
- (c)** each party shall, and LMP Bidco shall use all reasonable endeavours to procure that each Specified Person shall (to the extent required), provide, or procure the provision of, draft copies of all notifications, filings, submissions, material correspondence and material communications (including, in the case of non-written communications, reasonably detailed summaries of material non-written communications) intended to be sent or communicated to any Relevant Authority in relation to obtaining any Clearances (including at the pre-notification stage) to the other party and its legal advisers at such time as will allow the receiving party a reasonable opportunity to provide comments on such filings, notifications, submissions, material correspondence and material communications before they are submitted, sent or made and each party shall provide the other party with copies of all such filings, submissions, material correspondence and material communications in the form finally submitted or sent (including, in the case of non-written communications, reasonably detailed summaries of material non-written communications);
- (d)** each party shall, and LMP Bidco shall use all reasonable endeavours to procure that each Specified Person shall (to the extent required), have regard in good faith to comments made in a timely manner by the other party on draft copies of filings, notifications, submissions, material correspondence and material communications provided pursuant to clause 3.5(c);
- (e)** each party shall, and LMP Bidco shall use all reasonable endeavours to procure that each Specified Person shall (to the extent required), notify the other party, and provide copies (including, in the case of non-written communications, reasonably detailed summaries of material non-written communications), in a timely manner of any material correspondence or material communication received from any Relevant Authority in relation to obtaining any Clearance (including at the pre-notification stage);
- (f)** each party shall, and LMP Bidco shall use all reasonable endeavours to procure that each Specified Person shall (to the extent required), keep the other party reasonably informed as to the progress of any filing, notification and submission submitted pursuant to clause 3.5(a) and shall allow the other party and/or its advisers: (i) to attend all meetings or material calls with any Relevant Authority or other persons or bodies (unless prohibited by the Relevant Authority, Law or other person or body) relating to obtaining any Clearance (including at the pre-notification stage); and (ii) to make reasonable oral submissions at such meetings or calls; and
- (g)** where reasonably requested by a party, and insofar as permitted by the Relevant Authority, the other party shall make available appropriate representatives for meetings and calls with any Relevant Authority in connection with the obtaining of any Clearances (including at the pre-notification stage).

3.6 Each party undertakes to keep the other party informed promptly of: (i) developments which are material or potentially material to the obtaining of a Clearance (including any Clearance to be obtained by a Specified Person); and (ii) the satisfaction or waiver of the Regulatory Conditions. LMP Bidco further undertakes, on a weekly basis (or at such other longer intervals as Charles Taylor may request): (i) to provide Charles Taylor with an update on the status of each outstanding Clearance and the progress made since the previous report, in a form to be agreed between LMP Bidco and Charles Taylor (each acting reasonably and in good faith); and (ii) if requested by Charles Taylor, to ensure that LMP Bidco's relevant legal advisers attend a conference call with Charles Taylor's legal advisers to discuss the status of each outstanding Clearance and the progress made since the previous report.

3.7 Each party undertakes not to, and Bidco undertakes to use all reasonable endeavours to procure that no Specified Person shall: (i) submit a filing, submission or notification to any Relevant Authority whose consent is not required for the Acquisition to close, or (ii) withdraw a filing, submission or notification to any Relevant Authority whose consent is required for the Acquisition to close, in each case without the prior consent of the other party (such consent not to be unreasonably withheld or delayed).

3.8 If a provision of this Agreement obliges a party (the "**disclosing party**") to disclose any information to the other:

- (a) that is personally identifiable information of a director, partner, officer or employee of the disclosing party or any member of its Group or any of their respective affiliates, unless that information can reasonably be anonymised (in which case the disclosing party shall provide the relevant information on an anonymous basis);
- (b) which the disclosing party reasonably considers to be commercially or competitively sensitive;
- (c) which the disclosing party is prohibited from disclosing by Law or the terms of an existing contract; or
- (d) where such disclosure would result in the loss of privilege that subsists in relation to such information (including legal professional privilege),

the disclosing party may redact such materials and shall disclose the relevant information: (i) to the other party pursuant to appropriate clean team arrangements (including on an external counsel only basis) or as the disclosing party and the other party may otherwise agree, or (ii) where disclosure in a manner contemplated by this Agreement would reasonably be expected to have a material adverse effect on the disclosing party's legitimate business interest, directly to a Relevant Authority (following which the disclosing party shall notify the other party that such disclosure has been made). Nothing in this clause 3.8 or otherwise shall require LMP Bidco to provide information to Charles Taylor related to LMP Bidco's valuation of Charles Taylor or shall require Charles Taylor to provide information to LMP Bidco or any third party in breach of applicable anti-trust Laws.

3.9 LMP Bidco undertakes to Charles Taylor that until the Regulatory Conditions are satisfied:

- (a) it shall not, and shall use all reasonable endeavours to procure that no Specified Person shall, enter into an agreement for, or consummate, any acquisition or other transaction or take any action which would, or would be reasonably likely to, have the effect of preventing or materially delaying satisfaction of the Regulatory Conditions or completion of the Acquisition at the earliest practicable date; and

- (b) it shall, and shall use all reasonable endeavours to procure that each Specified Person shall, in each case to the extent permitted by applicable Law and any applicable obligations of confidentiality, inform Charles Taylor promptly in the event that it becomes aware of any member of the Wider Lovell Minnick Group or Specified Person group (as applicable) entering into an agreement for, or consummating, any acquisition or other transaction or taking any action which would, or would reasonably be expected to, have the effect of preventing or materially delaying satisfaction of the Regulatory Conditions or completion of the Acquisition at the earliest practicable date.

3.10 LMP Bidco undertakes to Charles Taylor that, without Charles Taylor's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), it shall not, and shall procure that the Lovell Minnick Funds and the Pantheon Co-Investors shall not, syndicate to a co-investor any part of their direct or indirect funding commitments to LMP Bidco (or one or more of its affiliates) in connection with the Acquisition or otherwise introduce a co-investor in connection with the Acquisition (a “**New Specified Person**”), if such syndication or introduction would result in the co-investor having to secure any Clearance.

4 SCHEME DOCUMENT

4.1 Subject to clause 3.8, LMP Bidco agrees:

- (a) promptly to provide Charles Taylor with all such information about itself, its directors, its concert parties and the Wider Lovell Minnick Group as may reasonably be requested and which is required by Charles Taylor (having regard to the Code and other Law) for inclusion in the Scheme Document (including any information required under the Code or other Law);
- (b) promptly to provide Charles Taylor with all such other assistance and access as may reasonably be required in connection with the preparation of the Scheme Document and any other document required under the Code or by other Law to be published in connection with the Scheme, including access to, and ensuring the provision of reasonable assistance by, LMP Bidco's relevant professional advisers;
- (c) to procure that the Lovell Minnick Responsible Persons accept responsibility, in the terms required by the Code, for all the information (including any expressions of opinion) in the Scheme Document and any other document required under the Code or by other Law to be published in connection with the Scheme relating to themselves (and members of their immediate families, related trusts and persons connected with them), the Wider Lovell Minnick Group, their concert parties, the financing of the Acquisition, information on LMP Bidco's future plans for the Charles Taylor Group, its management and employees, any statements of opinion, belief, intention or expectation of the Lovell Minnick Responsible Persons in relation to the Acquisition following the Effective Date and any other information in the Scheme Document for which an offeror is required to accept responsibility under the Code; and
- (d) to use all reasonable endeavours to procure that each Specified Person complies (to the extent applicable) with clauses 4.1(a) to 4.1(d) (inclusive).

5 IMPLEMENTATION OF THE ACQUISITION

5.1 Where the Acquisition is being implemented by way of the Scheme:

- (a) LMP Bidco undertakes that by no later than 11.59 p.m. on the Business Day immediately preceding the Court Hearing, it shall deliver a notice in writing to Charles Taylor either:

- (i) confirming the satisfaction or waiver of all Conditions (other than the Scheme Condition); or
 - (ii) confirming LMP Bidco's intention to invoke one or more Conditions (if permitted by the Panel) and providing reasonable details of the event which has occurred, or circumstances which have arisen, which LMP Bidco reasonably considers entitle it to invoke such Condition(s) and why LMP Bidco considers such event or circumstance to be sufficiently material for the Panel to permit it to invoke such Condition(s);
- (b) where LMP Bidco confirms the satisfaction or waiver of all Conditions (other than the Scheme Condition) in accordance with clause 5.1(a)(i), LMP Bidco agrees that Charles Taylor shall be permitted to take the necessary steps to procure that the Court Hearing is duly held as soon as reasonably practicable thereafter (having regard to the proposed timetable agreed between the parties and included in the Scheme Document or in any subsequent agreed announcement regarding the implementation of the Acquisition); and
- (c) LMP Bidco irrevocably agrees to undertake to the Court to be bound by the terms of the Scheme in so far as it relates to LMP Bidco, that Charles Taylor or its counsel may provide to the Court a copy of this undertaking to evidence such agreement and to provide such other documentation or other information and to do all such things as may reasonably be required by Charles Taylor, its counsel or the Court, in relation to such agreement (including instructing Charles Taylor's counsel to so undertake on its behalf in relation to the Scheme and, if so required, to appear before the Court by counsel to so undertake).

5.2 If the board of LMP Bidco or the Lovell Minnick Responsible Persons become aware of any fact, matter or circumstance that they reasonably consider would entitle LMP Bidco to invoke (and the Panel would permit LMP Bidco to so invoke) any of the Conditions, LMP Bidco shall (subject to Law) inform Charles Taylor providing reasonable details as soon as is reasonably practicable.

6 SWITCHING TO A TAKEOVER OFFER

6.1 The parties currently intend that the Acquisition will be implemented by way of the Scheme. However, LMP Bidco shall be entitled, with the consent of the Panel, to implement the Acquisition by way of a Takeover Offer rather than the Scheme (such election being a “Switch”) only if:

- (a) Charles Taylor provides its prior written consent (“Agreed Switch”); or
- (b) a Charles Taylor Board Adverse Recommendation Change occurs.

6.2 In the event of any Agreed Switch, unless otherwise agreed in writing between LMP Bidco and Charles Taylor or required by the Panel:

- (a) the parties agree that the Acceptance Condition shall be set at seventy-five (75) per cent. of the Charles Taylor Shares to which the Offer relates (or such lesser percentage as may be agreed between the parties in writing after, to the extent necessary, consultation with the Panel, being in any case more than fifty (50) per cent. of the Charles Taylor Shares to which the Offer relates);
- (b) LMP Bidco shall not take any action which would cause the Offer not to proceed, to lapse or to be withdrawn in each case for non-fulfilment of the Acceptance Condition prior to the 60th day after publication of the Offer Document (“Day 60”) (or such later date if the

final deadline for acceptances is extended by the Panel in accordance with Rule 31.6 of the Code and the Notes on Rule 31.6 of the Code) and LMP Bidco shall ensure that the Offer remains open for acceptances until such time;

- (c) if, following the Offer having become or being declared unconditional as to acceptances, any Financial Regulatory Condition has not been satisfied by the last day permitted under Rule 31.7 of the Code, if requested by Charles Taylor, LMP Bidco shall (i) seek the consent of the Panel to extend such deadline to a date agreed with Charles Taylor and the Panel which, in the reasonable opinion of Charles Taylor, allows sufficient time for satisfaction of the relevant Condition provided always that such date shall not be later than the Longstop Date; and (ii) if required by the Panel in order for such an extension to such deadline to be granted, waive all other outstanding Conditions that are capable of waiver;
- (d) if at any time following the publication of the Offer Document it is reasonably expected that any outstanding Financial Regulatory Condition is not likely to be satisfied or waived (if capable of waiver) prior to the last date permitted under Rule 31.7 of the Code, LMP Bidco shall, if requested by Charles Taylor, before the 30th day after the publication of the Offer Document (or such later day as Charles Taylor may agree), consult with Charles Taylor and the Panel as to whether an extension to Day 60 should be sought rather than an extension under Rule 31.7 as provided in clause 6.2(c) above and, if so, seek the consent of the Panel to extend Day 60 to a date agreed with Charles Taylor and the Panel provided always that such date shall not be later than the Longstop Date;
- (e) LMP Bidco shall ensure that the only conditions of the Offer shall be the Conditions (subject to replacing the Condition set out in paragraph 2 of Part A of Appendix I to the Announcement with the Acceptance Condition referred to in clause 6.2(a) and any other modifications or amendments to such terms and conditions as may be required by the Panel or which are necessary as a result of the Agreed Switch) and that the Offer is made on terms that are no less favourable to offerees than those set out in the Announcement;
- (f) LMP Bidco shall keep Charles Taylor informed, on a confidential basis and on the next Business Day following receipt of a written request from Charles Taylor, of the number of holders of Charles Taylor Shares that have validly returned their acceptance or withdrawal forms or incorrectly completed their withdrawal or acceptance forms and the identity of such shareholders and the number of Charles Taylor Shares to which such forms relate; and
- (g) the parties agree:
 - (i) that all provisions of this agreement shall continue to apply save as set out in this clause 6.2; and
 - (ii) all provisions of this agreement relating to the Scheme and its implementation shall apply to the Offer or its implementation *mutatis mutandis*.

6.3 In the event of a Switch, LMP Bidco shall:

- (a) unless the Charles Taylor Board withdraw, adversely modify or adversely qualify the Charles Taylor Board Recommendation, submit, or procure the submission of drafts and revised drafts of the Offer Document to Charles Taylor for review and comment and shall take into account any reasonable comments from Charles Taylor for the purposes of preparing revised drafts; and

- (b) obtain Charles Taylor's approval for the contents of the information on Charles Taylor contained in the Offer Document before it is posted or published and afford Charles Taylor sufficient time to consider such documents in order to give its approval. If Charles Taylor does not approve the information in the Offer Document within 28 days from the date of the Switch, LMP Bidco shall be entitled to publish the Offer Document containing only information required by Rule 24 of the Code excluding such information as may be approved by the Panel.

6.4 LMP Bidco hereby represents that it is not, at the date of this Agreement, and undertakes that it shall not become, following the date of this Agreement, required to make a mandatory offer for Charles Taylor under Rule 9 of the Code.

7 CHARLES TAYLOR CONDUCT OF BUSINESS

7.1 Except for the Interim 2019 Dividend (which Charles Taylor shall be entitled to pay in accordance with the terms of the Announcement), if on or after the date of the Announcement any dividend or other distribution is authorised, declared, paid or made or becomes payable by Charles Taylor, LMP Bidco will have the right to reduce the Acquisition Price by the aggregate amount of such dividend or distribution, in which case the relevant eligible Charles Taylor Shareholders will be entitled to receive and retain such dividend and/or distribution.

7.2 Nothing in this Agreement shall restrict any steps or action which Charles Taylor is required, or may choose, to take in relation to effecting any transaction or potential transaction that has been Disclosed.

8 CHARLES TAYLOR SHARE PLANS

8.1 The provisions of Schedule 2 (Charles Taylor Share Plans and Retention Arrangements) shall apply in respect of the Charles Taylor Share Plans and employees of the Charles Taylor Group.

9 DIRECTORS' AND OFFICERS' INSURANCE

9.1 If and to the extent such obligations are permitted by Law, for six (6) years after the Effective Date, LMP Bidco shall procure that the members of the Charles Taylor Group honour and fulfil their respective obligations (if any) existing as at the date of this Agreement to indemnify their respective directors and officers and to advance expenses, in each case with respect to matters existing or occurring at or prior to the Effective Date. Nothing in the foregoing shall require any member of the Charles Taylor Group or LMP Bidco to indemnify any director to the extent it is unlawful to do so (or would be unlawful to do so if the indemnifying entity were incorporated in England and Wales).

9.2 LMP Bidco acknowledges that Charles Taylor may purchase directors' and officers' liability insurance cover for both current and former directors and officers of the Charles Taylor Group, including directors and officers who retire or whose employment is terminated as a result of the Acquisition, for acts and omissions up to and including the Effective Date, in the form of runoff cover for a period of six (6) years following the Effective Date. Such insurance cover shall be with reputable insurers and provide cover, in terms of amount and breadth, substantially equivalent to that provided under the Charles Taylor Group's directors' and officers' liability insurance as at the date of this Agreement.

10 TERMINATION

10.1 Subject to clauses 10.2 and 10.3, this Agreement shall terminate and all obligations of the parties under this Agreement shall cease, as follows:

- (a) if agreed in writing between the parties;
- (b) if the Announcement is not released by 8.00 a.m. on the date of this Agreement (unless, prior to that time, the parties have agreed another time in accordance with clause 2.1);
- (c) upon service of written notice by LMP Bidco to Charles Taylor, or Charles Taylor to LMP Bidco, prior to the Longstop Date, if a Charles Taylor Board Adverse Recommendation Change occurs;
- (d) upon service of written notice by LMP Bidco to Charles Taylor prior to the Longstop Date stating that either:
 - (i) any Condition which has not been waived is (or has become) incapable of satisfaction by the Longstop Date and, notwithstanding that LMP Bidco has the right to waive such Condition, LMP Bidco will not do so; or
 - (ii) any Condition which is incapable of waiver is incapable of satisfaction by the Longstop Date,

in each case in circumstances where the invocation of the relevant Condition (or confirmation that the Condition is incapable of satisfaction, as appropriate) has been permitted by the Panel;

- (e) upon service of written notice by LMP Bidco to Charles Taylor or Charles Taylor to LMP Bidco prior to the Longstop Date, if: (i) a Competing Proposal is recommended by the Charles Taylor Board; or (ii) a Competing Proposal completes, becomes effective or is declared or becomes unconditional in all respects;
- (f) if the Acquisition is, with the permission of the Panel, withdrawn or lapses in accordance with its terms prior to the Longstop Date (other than where: (i) such lapse or withdrawal is as a result of the exercise of LMP Bidco's right to effect a Switch; or (ii) it is followed within five (5) Business Days by an announcement under Rule 2.7 of the Code made by LMP Bidco or a person acting in concert with LMP Bidco to implement the Acquisition by a different offer or scheme on substantially the same or improved terms); or
- (g) unless otherwise agreed by the parties in writing, if the Effective Date has not occurred on or before the Longstop Date.

10.2 Termination of this Agreement shall be without prejudice to the rights of the parties which have arisen prior to termination, including any claim in respect of a breach of this Agreement.

10.3 The following provisions shall survive termination of this Agreement: clauses 13 to 19 (inclusive), 21 to 25 (inclusive), this clause 10 and all related provisions of clause 1.

11 TAKEOVER CODE

11.1 Nothing in this Agreement shall in any way limit the parties' obligations under the Code, and any uncontested rulings of the Panel as to the application of the Code in conflict with the terms of this Agreement shall take precedence over such terms of this Agreement.

11.2 The parties agree that, if the Panel determines that any provision of this Agreement that requires Charles Taylor to take or not to take any action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.

11.3 Nothing in this Agreement shall oblige Charles Taylor or the Charles Taylor Directors to recommend a Takeover Offer or a Scheme proposed by LMP Bidco or any member of the Wider Lovell Minnick Group.

11.4 Without prejudice to the representations and warranties given by the parties pursuant to clause 12, nothing in this Agreement shall be taken to restrict the directors of any member of the Wider Lovell Minnick Group or the Charles Taylor Group from complying with Law, orders of court or regulations, including the Code and the Listing Rules, or the rules and regulations of the Panel or the FCA.

12 REPRESENTATIONS AND WARRANTIES

12.1 Each party represents and warrants to the other party on the date of this Agreement that:

- (a)** it has the requisite power and authority to enter into and perform its obligations under this Agreement;
- (b)** this Agreement constitutes its binding obligations in accordance with its terms; and
- (c)** the execution and delivery of, and performance of its obligations under, this Agreement will not:
 - (i)** result in any breach of any provision of its constitutional documents;
 - (ii)** result in a breach of, or constitute a default under, any instrument which is material in the context of the Acquisition to which it is a party or by which it is bound; or
 - (iii)** result in a breach of any order, judgment, or decree of any court or governmental agency to which it is a party or by which it is bound.

12.2 LMP Bidco represents and warrants to Charles Taylor that as at the date of this Agreement it is not aware of any material matter or circumstance which would or could reasonably be expected to result in any of the Conditions not being satisfied or which would prevent it acting in accordance with this Agreement or the Announcement.

12.3 No party shall have any claim against any other party pursuant to clause 12.1 or 12.2 for misrepresentation or breach of warranty after the Effective Date (without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement).

12.4 LMP Bidco acknowledges and agrees that any information and/or assistance provided by Charles Taylor, any member of the Charles Taylor Group, any of the Charles Taylor Directors or any officer, employee or adviser of the Charles Taylor Group (each a “**Charles Taylor Representative**”) to it and/or any of the Wider Lovell Minnick Group or any of their respective directors, officers, employees or advisers, whether before, on or after the date of this Agreement: (i) pursuant to the obligations of Charles Taylor or any member of the Charles Taylor Group under or otherwise in connection with this Agreement; or (ii) in connection with the Acquisition, shall in each case be given on the basis that the relevant Charles Taylor Representative shall not incur any liability, whether in contract, tort (including negligence) or otherwise, in respect of any loss or damage that any of the Wider Lovell Minnick Group or any of their respective directors, officers, employees or advisers may suffer as a result of the provision of any such information and/or assistance (save, in each case for loss or damage resulting from the fraud or fraudulent misrepresentation of the relevant Charles Taylor Representative).

13 COSTS

Except as otherwise provided in this Agreement, each party shall pay its own Costs incurred in connection with negotiating, preparing and completing this Agreement or otherwise in connection with the Acquisition.

14 ENTIRE AGREEMENT

14.1 Without prejudice to the terms of the Announcement or the Acquisition Document, this Agreement and the Confidentiality Agreement together set out the entire agreement between the parties relating to the Acquisition and supersede any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to the Acquisition.

14.2 Each party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement that is not set out in this Agreement and the Confidentiality Agreement.

14.3 Except in the case of fraud or fraudulent misrepresentation, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement or the Confidentiality Agreement.

14.4 For the purposes of this clause, pre-contractual statement means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement or the Confidentiality Agreement made or given by any person at any time prior to the entry into of this Agreement.

14.5 Nothing in this Agreement shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

15 ASSIGNMENT

Unless the parties specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it.

16 NOTICES

16.1 Any notice to be given by one party to the other party in connection with this Agreement shall be in writing in English and signed by or on behalf of the party giving it. It shall be delivered by hand, e-mail, registered post or courier.

16.2 A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by e-mail. Where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

16.3 The addresses and e-mail addresses of the parties for the purpose of clause 16.1 are:

LMP Bidco

Address: Fifth Floor, 100 Wood Street, London, EC2V 7EX

Email: [REDACTED]

For the attention of: [REDACTED]

With a copy (which shall not constitute notice) to:

Address: Debevoise & Plimpton LLP, 65 Gresham St, London EC2V 7NQ

Email: [REDACTED]

For the attention of: [REDACTED]

Charles Taylor

Address: The Minster Building, 21 Mincing Lane, London EC3R 7AG

Email: [REDACTED]

For the attention of: [REDACTED]

With a copy (which shall not constitute notice) to:

Address: Davis Polk & Wardwell London LLP, 5 Aldermanbury Square,
London, EC2V 7HR

Email: [REDACTED]

For the attention of: [REDACTED]

16.4 Each party shall notify the other party in writing of any change to its details in clause 16.3 from time to time.

17 LANGUAGE

Each language of communication under or in connection with this Agreement shall be in English.

18 WAIVERS, RIGHTS AND REMEDIES

18.1 The rights and remedies provided for in this Agreement are cumulative and not exclusive of any other rights or remedies, whether provided by Law or otherwise.

18.2 No failure to exercise, or delay in exercising, any right under this Agreement or provided by Law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this Agreement or provided by Law shall not preclude any further exercise of it.

18.3 Without prejudice to any other rights or remedies that the other party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of this Agreement and that accordingly the other party may be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement by any party and no proof of special damages shall be necessary for the enforcement by any party of the rights under this Agreement.

19 NO PARTNERSHIP

No provision of this Agreement creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

20 FURTHER ASSURANCES

At the cost of the requesting party, each party shall (and shall procure that members of its Group shall and shall use reasonable endeavours to procure that any necessary third party shall) execute such documents and do such acts and things as the requesting party may reasonably require for the purpose of giving the full benefit of this Agreement to the requesting party.

21 COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

22 VARIATIONS

22.1 No variation of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

22.2 If this Agreement is varied:

- (a) the variation shall not constitute a general waiver of any provisions of this Agreement;
- (b) the variation shall not affect any rights, obligations or liabilities under this Agreement that have already accrued up to the date of variation; and
- (c) the rights and obligations of the parties under this Agreement shall remain in force, except as, and only to the extent that, they are varied.

23 INVALIDITY

23.1 Each of the provisions of this Agreement is severable.

23.2 If and to the extent that any provision of this Agreement:

- (a) is held to be, or becomes, invalid or unenforceable under the Law of any jurisdiction; but
- (b) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Agreement, nor the validity or enforceability of that provision under the Law of any other jurisdiction, shall in any way be affected or impaired as a result of this clause 23.2.

24 THIRD PARTY ENFORCEMENT RIGHTS

- 24.1** Each of the persons to whom clauses 9.1 and/or 9.2 and/or 12.4 applies may under the Contracts (Rights of Third Parties) Act 1999 enforce the terms of clauses 9.1 and/or 9.2 and/or 12.4 (as applicable). This right is subject to: (i) the rights of the parties to rescind or vary this Agreement without the consent of any other person, except that any variation or rescission of clauses 9.1, 9.2 and 12.4 shall require the consent of each third party referred to in such clauses and; (ii) the other terms and conditions of this Agreement.
- 24.2** Except as set out in clause 24.1, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

25 GOVERNING LAW AND JURISDICTION

- 25.1** This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, English law.
- 25.2** The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this Agreement, including disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Agreement. For these purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated on page 1.

SIGNED by)
for and on behalf of)
CHARLES TAYLOR PLC) /s/ David Marock

SIGNED by)
for and on behalf of)
JEWEL BIDCO LIMITED) /s/ Spencer Hoffman

)
)
) /s/ Jason Barg

SCHEDULE 1
FORM OF ANNOUNCEMENT

[see following pages]

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF SUCH JURISDICTION

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

19 September 2019

RECOMMENDED CASH OFFER

for

CHARLES TAYLOR PLC (“CHARLES TAYLOR”)

by

JEWEL BIDCO LIMITED (“LMP BIDCO”)

**a company formed on behalf of funds advised by
Lovell Minnick Partners LLC and its affiliates (“Lovell Minnick”)
to be effected by means of a Scheme of Arrangement
under Part 26 of the Companies Act 2006**

Summary and highlights

- The boards of LMP Bidco and Charles Taylor are pleased to announce that they have reached agreement on the terms of a recommended cash offer for the entire issued and to be issued share capital of Charles Taylor by LMP Bidco.
- Under the terms of the Offer, each Charles Taylor Shareholder at the Scheme Record Time will be entitled to receive:

For each Charles Taylor Share held	315 pence in cash
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- In addition, under the terms of the Offer, Charles Taylor Shareholders will be entitled to receive the previously declared Interim 2019 Dividend of 3.65 pence per Charles Taylor Share to be paid on 8 November 2019 to Charles Taylor Shareholders on the Charles Taylor register of members on 11 October 2019 without any consequential reduction in the Offer Price, subject to the terms set out in paragraph 18 of this Announcement.
- The Offer Price represents:
 - a premium of approximately 34.0 per cent. to the Closing Price per Charles Taylor Share of 235 pence on 18 September 2019 (being the last Business Day prior to the date of this Announcement);
 - a premium of approximately 39.5 per cent. to the three-month volume weighted average price of 226 pence per Charles Taylor Share to 18 September 2019 (being the last Business Day prior to the date of this Announcement);

- a premium of approximately 40.9 per cent. to the six-month volume weighted average price of 224 pence per Charles Taylor Share to 18 September 2019 (being the last Business Day prior to the date of this Announcement); and
 - a value of approximately £261 million for the entire issued and to be issued share capital of Charles Taylor on a fully diluted basis.
- Whilst Charles Taylor has a clear strategy to develop and transform its business and deliver shareholder value, the Charles Taylor Directors believe that the terms of the Offer are compelling, acknowledge the quality and strong prospects of Charles Taylor's business and deliver attractive value to Charles Taylor Shareholders allowing them to crystallise the value of their holdings following the Scheme becoming effective.
 - As a result, the Charles Taylor Directors, who have been so advised by Rothschild & Co as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable. In providing advice to the Charles Taylor Directors, Rothschild & Co has taken into account the commercial assessments of the Charles Taylor Directors.
 - Accordingly, the Charles Taylor Directors intend to recommend unanimously that Charles Taylor Shareholders vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting, as the Charles Taylor Directors who hold Charles Taylor Shares have irrevocably undertaken to do or procure to be done in respect of their own beneficial holdings, or to use all reasonable endeavours to procure to be done in respect of the beneficial holdings of their close relatives, amounting, in aggregate, to 905,043 Charles Taylor Shares and representing approximately 1.16 per cent. of the issued share capital of Charles Taylor as at 18 September 2019 (being the latest practicable date prior to publication of this Announcement).
 - It is intended that the Offer will be implemented by way of a court-sanctioned scheme of arrangement under Part 26 of the Companies Act.
 - The Offer will be put to Charles Taylor Shareholders at the Court Meeting and at the General Meeting. In order to become effective, the Scheme must be approved by a majority in number of the Charles Taylor Shareholders voting at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Charles Taylor Shares voted. In addition, at the General Meeting to implement the Scheme a special resolution to approve the adoption of the Amended Charles Taylor Articles must be passed by Charles Taylor Shareholders representing at least 75 per cent. of the votes cast on that resolution.
 - The Offer is conditional on certain antitrust and regulatory clearances including the approval of the FCA and, if relevant, the PRA and Lloyd's in the UK, and regulatory approvals in the Isle of Man, Bermuda and the State of Texas, United States of America.
 - The Scheme Document, containing further information about the Offer and notices of the Court Meeting and the General Meeting, will be published as soon as practicable and, in any event, within 28 days of this Announcement (or such later date as may be agreed with the Panel).
 - Accordingly, it is currently expected that the Court Meeting and the General Meeting will be held in November 2019 and, subject to the satisfaction or waiver of all relevant Conditions and the further terms and conditions set out in Appendix I and to be set out in the Scheme Document, that the Scheme will become effective in early 2020.

Commenting on the Offer, Edward Creasy, Chairman, of Charles Taylor, said:

“The Charles Taylor Board is confident in the quality and long term prospects of the Charles Taylor group, but believes that this offer recognises these factors and represents a good opportunity for shareholders to realise value for their investment at an attractive premium. As a private company with Lovell Minnick’s backing, I believe Charles Taylor will continue to capitalise on opportunities in its markets and ensure the future success of Charles Taylor for employees, partners and clients.”

Commenting on the Offer, David Marock, Group CEO of Charles Taylor, said:

“I am proud of what Charles Taylor has achieved over many years for its clients, partners, employees and shareholders. These achievements have been founded on its people, innovation and commitment to excellent client service. I am confident that this acquisition by Lovell Minnick, a highly regarded investor with experience in our markets, will provide Charles Taylor with the opportunity to continue to deliver on its existing growth strategy. They understand the foundations and strengths of our group and we welcome their commitment to working with the management team to drive the business forward.”

Commenting on the Offer, Spencer Hoffman and Jason Barg, partners of Lovell Minnick, said:

“We are delighted to invest in Charles Taylor and to support David and the management team in continuing the development of the business they have built over the past years. Charles Taylor is a high-quality business, operating in a sector Lovell Minnick has a strong track record of investing in and we believe that partnering with Lovell Minnick to pursue a shared vision to grow the platform will provide benefit to clients, employees and partners.”

This Summary should be read in conjunction with, and is subject to, the full text of this Announcement. The Offer will be subject to the Conditions and further terms set out in Appendix I to this Announcement and to the full terms and conditions which will be set out in the Scheme Document. Appendix II to this Announcement contains the sources and bases of certain information contained in this summary and the Announcement, Appendix III contains a summary of the irrevocable undertakings received in relation to the Offer and Appendix IV contains definitions of certain expressions used in this summary and in this Announcement.

Enquiries:

Charles Taylor plc +44 (0) 20 3320 8888
David Marock, Group CEO
Richard Yerbury, Group Corporate Development and Operations Director

Rothschild & Co +44 (0) 20 7280 5000
(Financial adviser to Charles Taylor)
Christopher Kaladeen
Anika Sood
Peter Brierley
Alice Squires

Liberum +44 (0) 20 3100 2222
(Corporate broker to Charles Taylor)
Richard Crawley

Lovell Minnick and LMP Bidco +1 610 995 9660
Jason Barg
Spencer Hoffman

RBC Capital Markets +44 (0) 20 7653 4000
(Financial adviser to Lovell Minnick and LMP Bidco)
Martin Frowde
Philip Creed

Media Enquires:

Newgate Communications +44 (0) 20 3757 6880
(Financial PR adviser to Charles Taylor)
Elisabeth Cowell
Ian Silvera

Camarco +44 (0) 20 3757 4989
(Financial PR adviser to Lovell Minnick and LMP Bidco)
Hazel Stevenson
Jane Glover

Debevoise & Plimpton LLP is providing legal advice to Lovell Minnick and LMP Bidco. Davis Polk & Wardwell London LLP is providing legal advice to Charles Taylor.

Important notices

RBC Capital Markets is the trading name for RBC Europe Limited, which is authorised by the PRA and regulated by the FCA and the PRA and is a subsidiary of Royal Bank of Canada. RBC Capital Markets is acting exclusively for Lovell Minnick and LMP Bidco and for no one else in connection with the Offer and will not be responsible to anyone other than Lovell Minnick and LMP Bidco for providing the protections afforded to its clients nor for providing advice in relation to the Offer or any other matters referred to in this Announcement.

Rothschild & Co, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Charles Taylor and for no one else in connection with the Offer and will not be responsible to anyone other than Charles Taylor for providing the protections afforded to its clients, nor for providing advice in relation to the Offer or any other matters referred to in this Announcement.

Liberum, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Charles Taylor and for no one else in connection with the Offer and will not be responsible to anyone other than Charles Taylor for providing the protections afforded to its clients, nor for providing advice in relation to the Offer or any other matters referred to in this Announcement.

Further information

This Announcement is for information purposes only and is not intended to and does not constitute, or form part of, an offer to sell or an invitation to purchase any securities or the solicitation of an offer to buy, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, pursuant to the Offer or otherwise, nor shall there be any purchase, sale, issuance or exchange of securities or such solicitation in any jurisdiction in which such offer, solicitation, sale, issuance or exchange would be unlawful prior to the registration or qualification under the laws of such jurisdiction. The Offer will be made solely by means of the Scheme Document or any document by which the Offer is made which will contain the full terms and Conditions of the Offer, including details of how to vote in respect of the Proposed Acquisition.

This Announcement has been prepared for the purpose of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

Charles Taylor will prepare the Scheme Document to be distributed to Charles Taylor Shareholders at no cost to them. Charles Taylor and LMP Bidco urge Charles Taylor Shareholders to read the Scheme Document when it becomes available because it will contain important information relating to the Offer. Any decision to vote in respect of the resolutions to be proposed at the Court Meeting and the General Meeting should be based on the information contained in the Scheme Document.

Each Charles Taylor Shareholder is advised to consult its independent professional adviser regarding the tax consequences to it (or to its beneficial owners) of the Offer.

Overseas Shareholders

The release, publication or distribution of this Announcement in certain jurisdictions may be restricted by law. Persons who are not resident in the United Kingdom or who are subject to the laws of other jurisdictions should inform themselves of, and observe, any applicable requirements. Further details in relation to the Overseas Shareholders will be contained in the Scheme Document. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person.

The Offer relates to shares of a UK company and is proposed to be effected by means of a scheme of arrangement under the laws of England and Wales. Neither the US proxy solicitation rules nor the tender offer rules under the US Exchange Act apply to the Offer. Accordingly, the Offer is subject to the disclosure requirements, rules and practices applicable in the United Kingdom to schemes of arrangement, which differ from the requirements of US proxy solicitation or tender offer rules. However, if LMP Bidco were to elect to implement the Offer by means of a Takeover Offer, such Takeover Offer would be made in compliance with all applicable laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder. Such a takeover would be made in the United States by LMP Bidco and no one else. In addition to any such Takeover Offer, LMP Bidco, certain affiliated companies and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in Charles Taylor outside such Takeover Offer during the period in which such Takeover Offer would remain open for acceptance. If such purchases or arrangements to purchase were to be made, they would be made outside the United States and would comply with applicable law, including the US Exchange Act.

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

Charles Taylor's financial statements, and all financial information that is included in this Announcement, or that may be included in the Scheme Document, have been prepared in accordance with international financial reporting standards and may not be comparable to financial statements of companies in the United States or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.

Unless otherwise determined by LMP Bidco or required by the Code and permitted by applicable law and regulation, the Offer will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the offer by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Announcement and all documents relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Announcement and all documents relating to the Offer (including custodians,

nominees and trustees) must observe these restrictions and must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

The availability of the Offer to Charles Taylor Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements.

The Offer will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the FCA.

Forward looking statements

This Announcement contains statements about Lovell Minnick, LMP Bidco and the Charles Taylor Group that are or may be forward looking statements. These statements are based on the current expectations of the management of Lovell Minnick, LMP Bidco and Charles Taylor and are naturally subject to uncertainty and changes in circumstances. All statements, including the expected timing and scope of the Offer, other than statements of historical facts included in this Announcement, may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words “targets”, “plans”, “believes”, “expects”, “aims”, “intends”, “will”, “may”, “should”, “would”, “could”, “anticipates”, “estimates”, “projects”, “strategy” or words or terms of similar substance or the negative thereof are forward looking statements. Forward looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of LMP Bidco’s or the Charles Taylor Group’s operations and potential synergies resulting from the Offer; and (iii) the effects of government regulation on LMP Bidco’s or the Charles Taylor Group’s business.

Such forward looking statements are not guarantees of future performance. By their nature, because they relate to events and depend on circumstances that will occur in the future, such forward looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results and developments to differ materially from those projected or implied in any forward looking statements. These factors include, but are not limited to, the satisfaction of the conditions to the Offer, as well as additional factors, such as changes in political and economic conditions, changes in the level of capital investment, retention of key employees, changes in customer habits, success of business and operating initiatives and restructuring objectives, impact of any acquisitions or similar transactions, changes in customers’ strategies and stability, competitive product and pricing measures, changes in the regulatory environment, fluctuations or interest and exchange rates, the outcome of any litigation. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward looking statements, (which speak only as of the date hereof) and none of Lovell Minnick, LMP Bidco nor any member of the Charles Taylor Group (nor any of their respective directors, officers, employees or advisers) provides any representation, assurance or guarantee that the occurrence of the events expressed or implied by the forward looking statements will actually occur. Further, each of Lovell Minnick, LMP Bidco and each member of the Charles Taylor Group disclaims any obligation to update publicly or revise any forward looking or other

statements contained herein, whether as a result of new information, future events or otherwise, except as required by applicable law.

All subsequent oral or written forward looking statements attributable to any member of the Charles Taylor Group or Lovell Minnick or LMP Bidco, or any of their respective directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

No profit forecasts or profit estimates

No statement in this Announcement is intended as a profit forecast or profit estimate for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per share for Charles Taylor for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Charles Taylor.

Dealing and Opening Position Disclosure Requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offerors, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3 of the Code.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4 of the Code).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

In accordance with Rule 2.9 of the Code, Charles Taylor confirms that as, at the date of this Announcement, its current issued share capital comprises 77,913,724 ordinary shares of 1 pence each. Charles Taylor does not hold any Charles Taylor Shares in treasury, however, Charles Taylor Shares held by the Charles Taylor Employee Share Ownership Trust (301,202 as at 18 September 2019) are disclosed as treasury shares and deducted from contributed equity in Charles Taylor's financial statements. The International Securities Identification Number for Charles Taylor Shares is GB0001883718.

In accordance with the Code, normal United Kingdom market practice and Rule 14e-5(b) of the US Exchange Act, RBC and its affiliates will continue to act as exempt principal trader in Charles Taylor securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

Information relating to Charles Taylor Shareholders

Please be aware that addresses, electronic addresses and certain other information provided by Charles Taylor Shareholders, persons with information rights and other relevant persons for the receipt of communications from Charles Taylor may be provided to LMP Bidco during the Offer Period as required under Section 4 of Appendix 4 to the Code to comply with Rule 2.11(c) of the Code.

Publication on website and hard copies

This Announcement and the documents required to be published pursuant to Rule 26.1 of the Code will be available free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Charles Taylor's website at <http://www.ctplc.com/investors/> and on LMP Bidco's website at www.lmpartners.com by no later than 12.00 p.m. on the Business Day following this Announcement.

Neither the content of any website referred to in this Announcement nor the content of any website accessible from hyperlinks is incorporated into, or forms part of, this Announcement.

*Charles Taylor Shareholders may request a hard copy of this Announcement by contacting Computershare Investor Services PLC ("**Computershare**") on +44 (0) 370 889 4020. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. to 5.30 p.m., Monday to Friday, excluding public holidays in England and Wales. Please note that Computershare cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. Charles Taylor Shareholders may also request that all future documents, announcements and information to be sent to you in relation to the Offer should*

be in hard copy form. If a Charles Taylor Shareholder has received this Announcement in electronic form, hard copies of this Announcement and any document or information incorporated by reference into this document will not be provided unless such a request is made.

Rounding

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

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF SUCH JURISDICTION

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

19 September 2019

RECOMMENDED CASH OFFER

for

CHARLES TAYLOR plc (“Charles Taylor”)

by

JEWEL BIDCO LIMITED (“LMP BIDCO”)

**a company formed on behalf of funds advised by
Lovell Minnick Partners LLC and its affiliates (“Lovell Minnick”)
to be effected by means of a Scheme of Arrangement
under Part 26 of the Companies Act 2006**

1. Introduction

The boards of LMP Bidco and Charles Taylor are pleased to announce that they have reached agreement on the terms of a recommended cash offer pursuant to which LMP Bidco will acquire the entire issued and to be issued share capital of Charles Taylor. The Offer is intended to be effected by means of a scheme of arrangement under Part 26 of the Companies Act.

2. The Offer

Under the terms of the Offer, which will be subject to Conditions and further terms set out in Appendix I to this Announcement and to be set out in the Scheme Document, Charles Taylor Shareholders at the Scheme Record Time will be entitled to receive:

For each Charles Taylor Share 315 pence in cash

In addition, under the terms of the Offer, Charles Taylor Shareholders will be entitled to receive the previously declared Interim 2019 Dividend of 3.65 pence per Charles Taylor Share to be paid on 8 November 2019 to Charles Taylor Shareholders on the Charles Taylor register of members on 11 October 2019 without any consequential reduction in the Offer Price, subject to the terms set out in paragraph 18 of this Announcement.

The Offer Price represents:

- a premium of approximately 34.0 per cent. to the Closing Price per Charles Taylor Share of 235 pence on 18 September 2019 (being the last Business Day prior to the date of this Announcement);

- a premium of approximately 39.5 per cent. to the three-month volume weighted average price of 226 pence per Charles Taylor Share to 18 September 2019 (being the last Business Day prior to the date of this Announcement);
- a premium of approximately 40.9 per cent. to the six-month volume weighted average price of 224 pence per Charles Taylor Share to 18 September 2019 (being the last Business Day prior to the date of this Announcement); and
- a value of approximately £261 million for the entire issued and to be issued share capital of Charles Taylor on a fully diluted basis.

It is currently expected that the Scheme Document will be published in October 2019, that the Court Meeting and the General Meeting will be held in November 2019 and, subject to the satisfaction or waiver of all relevant Conditions and the further terms and conditions set out in Appendix I and to be set out in the Scheme Document, that the Scheme will become effective in early 2020.

3. Background to and reasons for the Offer

Lovell Minnick has significant experience of investments in similar businesses to Charles Taylor, and is confident in the overall prospects of Charles Taylor's businesses and the sectors in which it operates. Lovell Minnick considers the Charles Taylor team to have built a high quality business and intends to support Charles Taylor by leveraging its expertise and experience of investing in global financial services companies, including related technology and business service companies.

Furthermore, Lovell Minnick believes there is strong cultural and strategic alignment between Lovell Minnick and Charles Taylor, and is excited to partner with Charles Taylor to pursue a shared vision to grow the platform, focusing on expanding client relationships, broadening specialist capabilities and the range of services and technology solutions, deepening geographic coverage, and reinvesting in quality of service and technology.

Lovell Minnick focuses on developing strong working relationships with management teams and being value-added partners to help build long-term value for clients, employees and shareholders.

4. Recommendation

The Charles Taylor Directors, who have been so advised by Rothschild & Co as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable. In providing advice to the Charles Taylor Directors, Rothschild & Co has taken into account the commercial assessments of the Charles Taylor Directors.

The Charles Taylor Directors remain confident that Charles Taylor's strategy can deliver material value for Charles Taylor Shareholders as an independent company, but that this has not been recognised in the share price of Charles Taylor in recent years. They believe that the terms of the Offer reflect this value, the quality of Charles Taylor's businesses and its future prospects.

Accordingly, the Charles Taylor Directors intend to recommend unanimously that Charles Taylor Shareholders vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting as the Charles Taylor Directors who hold Charles Taylor Shares

have irrevocably undertaken to do or procure to be done in respect of their own beneficial holdings, or to use all reasonable endeavours to procure to be done in respect of the beneficial holdings of their close relatives, amounting, in aggregate, to 905,043 Charles Taylor Shares and representing approximately 1.16 per cent. of the issued share capital of Charles Taylor as at 18 September 2019 (being the latest practicable date prior to publication of this Announcement).

5. Background to and reasons for the Recommendation

Charles Taylor is a leading international provider of professional services and technology solutions to numerous clients across the global insurance market. It operates 24 hours a day across the globe to support every stage of the insurance lifecycle and every aspect of the insurance operating model. With approximately 3,100 employees spanning 30 countries, Charles Taylor brings together the skills and expertise of people across the organisation to deliver the best possible outcomes to its clients.

Charles Taylor operates three principal business units:

- **Claims Services** manages specialist claims, adjusts complex losses, offers 24/7 medical assistance and provides expert technical services. It combines technical expertise, efficient processes and effective technology to deliver better outcomes for insurers and insureds.
- **Insurance Management** establishes and manages insurance programmes and entities from end to end under a model of long-term partnership with clients.
- **InsureTech** helps insurance businesses operate and drive change through the delivery of technology-enabled solutions. It provides insurance market technology consultancy and software implementation using proprietary software solutions to enable clients to transform their businesses.

Over a five-year period ended on 31 December 2018, Charles Taylor has grown revenues by 115 per cent., while returning approximately £32 million to shareholders through dividends. Over the same period, Charles Taylor has sought to create value for shareholders through the execution of an organic growth strategy and through targeted acquisitions. The Charles Taylor Directors believe that Charles Taylor can continue to execute against its current strategy by leveraging its strong brand, extensive and strong relationships and deep technical expertise in providing end-to-end professional services and by rolling out its technology offering. By doing so Charles Taylor can continue to deliver growth and create further shareholder value over the long-term.

Notwithstanding this, the Proposed Acquisition is expected to deliver a number of strategic benefits for Charles Taylor's business, including the opportunity to operate in a private context, and against this backdrop LMP Bidco has been able to offer a price to Charles Taylor Shareholders that recognises the value created by Charles Taylor's strategy to date and the value that this strategy is expected to generate in the future.

The Charles Taylor Directors are pleased that LMP Bidco has affirmed the importance of the management and employees of Charles Taylor to its future strategy and welcome LMP Bidco's confirmation that following completion of the Proposed Acquisition, the existing contractual and statutory employment rights of all Charles Taylor's management and employees will be fully safeguarded in accordance with applicable law. The Charles Taylor Directors also welcome LMP

Bidco's confirmation that it intends to continue to service Charles Taylor's existing customers to a high standard.

The Charles Taylor Directors also note that the Offer is priced at a premium of approximately 34.0 per cent. to the Closing Price per Charles Taylor Share of 235 pence on 18 September 2019 (being the last Business Day prior to the publication of this Announcement) and approximately 40.9 per cent. to the six-month volume weighted average price of 224 pence per Charles Taylor Share to 18 September 2019 (being the last Business Day prior to the publication of this Announcement).

In response to unsolicited approaches from Lovell Minnick and others, Charles Taylor and its advisers engaged in discussions with a number of interested parties over recent months. The offer from Lovell Minnick was the most attractive offer received by Charles Taylor.

Whilst Charles Taylor has a clear strategy to develop and grow its business and continue to deliver shareholder value, having taken into account all relevant factors, the Charles Taylor Directors believe that the terms of the Offer acknowledge the quality and strong prospects of Charles Taylor's business and deliver attractive value to Charles Taylor Shareholders allowing them to obtain liquidity for their investment and to crystallise the value of their holdings. As such, the Charles Taylor Directors intend to recommend unanimously the Offer to Charles Taylor Shareholders.

6. Irrevocable undertakings

LMP Bidco has received irrevocable undertakings from each of the Charles Taylor Directors who hold Charles Taylor Shares to vote, or procure voting, in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting, in respect of a total of 379,430 Charles Taylor Shares, representing, in aggregate, approximately 0.49 per cent. of the share capital of Charles Taylor in issue on 18 September 2019 (being the latest practicable date prior to publication of this Announcement). These irrevocable undertakings remain binding in the event a competing offer is made.

In addition, certain of these Charles Taylor Directors have also irrevocably undertaken to use all reasonable endeavours to procure that their close relatives who hold Charles Taylor Shares (and who have beneficial holdings, in aggregate, of 525,613 Charles Taylor Shares representing approximately 0.67 per cent. of the issued share capital of Charles Taylor as at 18 September 2019 (being the latest practicable date prior to publication of this Announcement)), vote, or procure voting, in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting.

Therefore, LMP Bidco has received irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the resolutions to be proposed at the General Meeting with respect to, in aggregate, 905,043 Charles Taylor Shares representing approximately 1.16 per cent. of the existing issued share capital of Charles Taylor as at 18 September 2019 (being the latest practicable date prior to publication of this Announcement).

Further details of these irrevocable undertakings (including the circumstances in which they may lapse) are set out in Appendix III to this Announcement.

7. Information on Lovell Minnick, LMP Bidco and Pantheon

Lovell Minnick

Lovell Minnick is a private equity firm founded in 1999 by Jeffrey D. Lovell and James E. Minnick, who are Co-Chairmen and partners of Lovell Minnick. Lovell Minnick is focused on investments in the global financial services industry, including related technology and business services companies. Since its inception in 1999, Lovell Minnick has raised \$3.3 billion of committed capital from leading institutional investors including public and private pensions, insurance companies, endowments and foundations, including \$1.28 billion of capital committed to the Lovell Minnick Funds. Lovell Minnick has approximately 40 team members, of whom 21 are investment professionals, operating from offices in Philadelphia, Los Angeles and New York. Lovell Minnick provides buyout and growth capital, leveraging its deep domain expertise and network of relationships to support dynamic companies in capitalising on attractive market opportunities. Lovell Minnick focuses on developing strong working relationships with management teams and being value-added partners to help build long-term value for clients, employees and shareholders.

Lovell Minnick is a growth investor with significant experience in the insurance services and related technology space. To date, Lovell Minnick has completed more than 50 portfolio company investments. Relevant examples of current and former Lovell Minnick investments include: J.S. Held, Worldwide Facilities, Duff & Phelps, ATTOM and Trea Asset Management. None of Lovell Minnick's current portfolio companies compete directly or indirectly with Charles Taylor.

LMP Bidco

LMP Bidco is incorporated in England and Wales and is a wholly-owned indirect subsidiary of funds advised by Lovell Minnick, and is managed and controlled by Lovell Minnick. LMP Bidco was incorporated solely for the purpose of the Proposed Acquisition.

Pantheon

Pantheon will subscribe for a minority indirect interest in LMP Bidco, as further described in paragraph 12 (*Financing*) below.

The Pantheon Group was founded in 1982 and is a leading global investor in private equity, infrastructure, real assets and debt. As at 31 March 2019 the Pantheon Group had USD 46.3 billion in assets under management, including assets subject to discretionary or non-discretionary management, advice or those limited to a reporting function. The Pantheon Group operates from offices in New York, San Francisco, London, Hong Kong, Seoul, Bogota and Dublin, with representation in a number of other key markets and employs approximately 290 staff, 90 of which are investment professionals. The Pantheon Group has a broad client base comprising public and private pension funds, insurance companies, endowments and foundations. Pantheon is owned by Pantheon partners along with Affiliated Managers Group Inc.

8. Information on Charles Taylor

Charles Taylor is a global provider of professional services and technology solutions dedicated to enabling the global insurance market to do its business fundamentally better. Dating back to 1884, Charles Taylor now employs approximately 3,100 staff in more than 120 locations spread across 30 countries in Europe, the Americas, Asia Pacific, the Middle East and Africa. Charles Taylor believes that it holds a distinctive position in its markets in that it is able to provide professional services and technology solutions in order to support every stage of the insurance lifecycle and every aspect of the insurance operating model. Charles Taylor serves a diversified blue-chip international customer base that includes national and international insurance companies, mutuals, captives, MGAs, Lloyd's syndicates and reinsurers – along with brokers, distributors and corporate insureds.

Charles Taylor is a public company and has been listed on the Official List and traded on the Main Market of the London Stock Exchange since 1996.

9. Directors, management, employees, pensions, research and development and locations

LMP Bidco's strategic plans for Charles Taylor

LMP Bidco holds in high regard the reputation of Charles Taylor's management and staff, the company's competitive position and its track record of providing high quality service to its customers across the insurance industry.

LMP Bidco believes that in order to maximise its future growth, Charles Taylor will be better suited to a private company environment, where initiatives relating to the performance and development of its businesses can be implemented effectively, with appropriate assistance from Lovell Minnick and without the costs, constraints and distractions associated with being a listed company.

LMP Bidco intends to continue to support Charles Taylor's existing customers and pursue growth opportunities in respect of Charles Taylor's claims services businesses, and its insurance management and InsureTech businesses. The growth strategy for each of these businesses is expected to remain unchanged and, accordingly, LMP Bidco and Charles Taylor's management intend to work together to:

- grow the Adjusting and Other Claims Services businesses across the globe;
- support the sustainable growth of the Insurance Management clients; and
- further develop the InsureTech business.

Charles Taylor's InsureTech business includes Charles Taylor's development resources and intellectual property and focuses on building new technology-enabled solutions for Charles Taylor's clients. LMP Bidco intends to continue to operate the development function of InsureTech.

Following completion of the Proposed Acquisition, LMP Bidco intends to comply with the terms of Charles Taylor's existing customer contracts and intends to continue to provide services to such customers to a high standard.

Employees and Management

LMP Bidco attaches great importance to the skill and experience of Charles Taylor's management and employees and recognises that the commitment of the employees and management of the Charles Taylor Group will be a critical part of the future success of Charles Taylor.

Building on its current strategy, LMP Bidco intends to support the Charles Taylor management team in executing appropriate technology-related and other initiatives to drive efficiency, effectiveness and growth, and does not intend to initiate any material headcount reductions within the current Charles Taylor organisation as a result of the Offer. There are no intentions to make any changes to management structures or reporting lines.

LMP Bidco confirms that, following completion of the Proposed Acquisition, the existing contractual and statutory rights and terms and conditions of employment, including pension obligations, of the management and employees of Charles Taylor and its subsidiaries will be fully safeguarded in accordance with applicable law.

LMP Bidco has no intention to make any material change to the conditions of employment of Charles Taylor employees or in the balance of the skills and functions of the employees and management of Charles Taylor. It is expected that once Charles Taylor ceases to be a listed company, certain corporate and support functions will potentially require reduced headcount. LMP Bidco has not yet developed proposals as to how any such headcount reductions would be implemented.

Following completion of the Proposed Acquisition, LMP Bidco intends to put in place incentivisation arrangements for certain managers and employees of Charles Taylor. The terms of these arrangements are to be determined at the appropriate time. LMP Bidco has not entered into, and has not had discussions on proposals to enter into, any form of incentivisation arrangement with any member of Charles Taylor's management or with any Charles Taylor employee, and no such discussions will take place prior to completion of the Proposed Acquisition.

Upon completion of the Proposed Acquisition, LMP Bidco does not intend to make any material restructurings or changes in location of Charles Taylor's headquarters and headquarters functions, operations and places of business. In addition, no changes are expected with respect to the redeployment of Charles Taylor's fixed asset base or the research and development functions of Charles Taylor.

LMP Bidco expects that Charles Taylor's non-executive directors will resign from the board of Charles Taylor upon completion of the Proposed Acquisition.

Pension Schemes

The Charles Taylor Group has four UK defined benefit schemes. LMP Bidco recognises the importance of fulfilling the Charles Taylor Group's pension obligations and of ensuring that its UK defined benefit schemes are appropriately funded in accordance with statutory requirements, including the importance of these matters to the beneficiaries of the schemes.

Two of the UK defined benefit schemes have an estimated funding deficit and contributions are being paid by the Charles Taylor Group to address these deficits. LMP Bidco has no intention to reduce ongoing employer contributions into any of the Charles Taylor Group's defined benefit pension schemes.

Ahead of announcing the Proposed Acquisition, LMP Bidco engaged in an initial discussion with the Chairman of the trustees of each of the UK defined benefit pensions schemes. LMP Bidco intends to continue such discussions with the Trustees of each of the UK defined benefit schemes following this announcement.

Each of the UK defined benefit schemes is closed to new members. LMP Bidco has no intention of amending the benefits being accrued by current members of the defined benefit schemes.

Trading Facilities

Charles Taylor is currently admitted to listing on the Official List and to trading on the London Stock Exchange. As set out in paragraph 16, requests will be made to the FCA to de-list Charles Taylor from the Official List, to the London Stock Exchange to cancel trading in Charles Taylor Shares and to re-register it as a private company.

Strategic plans for Lovell Minnick

Except to the extent described above, the Offer is not expected to impact the existing businesses of Lovell Minnick.

No statements in this paragraph 9 are "post-offer undertakings" for the purposes of Rule 19.5 of the Code.

10. Charles Taylor Share Plans

Participants in the Charles Taylor Share Plans will be contacted regarding the effect of the Offer on their rights under the Charles Taylor Share Plans and an appropriate offer will be made to such participants which reflects their rights under the Charles Taylor Share Plans in due course.

11. Retention arrangements

Charles Taylor will put in place such retention arrangements as it considers appropriate for its employees, in respect of the period up to 6 months following completion of the Acquisition at a total cost of not more than £500,000.

12. Financing

The consideration payable by LMP Bidco pursuant to the Offer will be funded from (a) equity financing drawn down from the Lovell Minnick Funds, as may be reduced by syndication (as described below), and (b) debt financing arranged and underwritten by RBC.

RBC, financial adviser to Lovell Minnick and LMP Bidco, is satisfied that the resources available to LMP Bidco are sufficient to enable LMP Bidco to satisfy in full the cash consideration payable to Charles Taylor Shareholders under the terms of the Offer.

It is expected that the Lovell Minnick Funds will syndicate part of their equity funding commitments. In connection with this syndication, Pantheon has committed to provide up to the lesser of (i) 39.9% of the equity funding and (ii) \$118,000,000, with the current intention being to reduce that commitment as part of syndication to an amount equal to approximately 20-25% of the equity funding.

In connection with the equity financing of LMP Bidco, the Lovell Minnick Funds and Pantheon have each entered into Equity Commitment Letters. Under their Equity Commitment Letter with the Lovell Minnick Funds, Pantheon has agreed: (i) to co-operate with LMP Bidco in connection with obtaining any regulatory clearances required in connection with the Proposed Acquisition; and (ii) not to deal in Charles Taylor Shares without LMP Bidco's consent. Pantheon has a right to terminate its Equity Commitment Letter if (i) the Offer is to be implemented by way of a Takeover Offer rather than by way of the Scheme, or (ii) the Lovell Minnick Funds syndicate Pantheon's commitment to an amount less than \$50,000,000. The Pantheon Equity Commitment Letter may also be terminated if Lovell Minnick deems it necessary, desirable or appropriate for regulatory reasons. If Pantheon terminates its Equity Commitment Letter in accordance with its terms, or otherwise fails to provide its equity funding, the Lovell Minnick Funds have committed to provide the required equity funding to LMP Bidco.

Further information regarding these arrangements will be included in the Scheme Document.

13. Offer-related Arrangements

Co-Investment Agreements

Pantheon entered into co-investment side letters with LM Freeway Co-Investment LP on 19 September 2019 (the "**Co-Investment Agreements**") which set out the terms and conditions on which Pantheon will subscribe for non-voting equity interests in LM Freeway Co-Investment LP, a Delaware limited partnership managed and advised by Lovell Minnick, through which Pantheon will hold its interests in LMP Bidco. The Co-Investment Agreements include terms relating to the structure of the subscription by Pantheon for interests in LM Freeway Co-Investment LP, and an obligation to enter into a limited partnership agreement in respect of LM Freeway Co-Investment LP when the Scheme becomes effective.

Confidentiality Agreement

Lovell Minnick Partners and Charles Taylor entered into a confidentiality agreement on 22 August 2019 (the "**Confidentiality Agreement**") pursuant to which Lovell Minnick has undertaken to keep, and to procure that certain of its representatives keep, confidential information relating to Charles Taylor and/or to the Offer, to use such information solely for the agreed purposes in relation to the Offer and not to disclose it to third parties (with certain exceptions). These confidentiality obligations will remain in force until 22 August 2021 (or, if earlier, the consummation of the acquisition pursuant to the Offer). The Confidentiality Agreement contains standstill provisions which restrict Lovell Minnick from acquiring or offering to acquire interests in certain securities of Charles Taylor for a period of 12 months from the date of the Confidentiality Agreement; those restrictions do not prohibit the making of this Announcement.

The Confidentiality Agreement also contains restrictions on Lovell Minnick soliciting or employing certain of Charles Taylor's employees and soliciting Charles Taylor's clients for a period of 24 months from the date of the Confidentiality Agreement.

Co-operation Agreement

LMP Bidco and Charles Taylor have entered into the Co-operation Agreement, pursuant to which LMP Bidco has, amongst other things, agreed to use, and to use all reasonable endeavours to procure the Lovell Minnick Funds and Pantheon use, all reasonable endeavours to secure any consent, clearance, permission, waiver and/or approval and make all filings, as are necessary from or under any law, regulation or practice applied by any applicable regulatory authority in connection with Conditions 4 to 9 (inclusive) of Part A of Appendix I.

In addition, LMP Bidco and Charles Taylor have agreed to certain undertakings to co-operate and provide each other with reasonable information and assistance in relation to the filings, submissions, notifications and any potential disposals to be made in relation to such regulatory clearances and authorisations. LMP Bidco has also agreed to provide Charles Taylor with such information, assistance and access as may reasonably be required for the preparation of the Scheme Document.

The Co-operation Agreement will terminate in certain circumstances, including: (i) on service of written notice by LMP Bidco to Charles Taylor, if any Condition becomes incapable of satisfaction in circumstances where the invocation of such Condition (or confirmation that it has become incapable of satisfaction) has been permitted by the Panel; (ii) on service of written notice by LMP Bidco to Charles Taylor, or Charles Taylor to LMP Bidco, if the Charles Taylor Directors withdraw their recommendation of the Offer or a competing proposal is recommended by the Charles Taylor Directors or completes or becomes effective or is declared or becomes unconditional in all respects; (iii) if the Offer is, with the permission of the Panel, withdrawn or lapses (save in certain circumstances); or (iv) if the Scheme does not become effective in accordance with its terms on or before the Long Stop Date or a date otherwise agreed in writing between LMP Bidco and Charles Taylor.

The Co-operation Agreement also contains provisions that will apply in respect of the directors' and officers' insurance, the Charles Taylor Share Plans, if the Scheme should switch to a Takeover Offer, certain other employee related arrangements and the permitted Interim 2019 Dividend.

14. Structure of the Offer

It is intended that the Offer will be effected by means of a Court-approved scheme of arrangement between Charles Taylor and Scheme Shareholders under Part 26 of the Companies Act. LMP Bidco reserves the right to elect to implement the Offer by way of a Takeover Offer (with the consent of the Panel and subject to the terms of the Co-operation Agreement).

The purpose of the Scheme is to provide for LMP Bidco to become the holder of the entire issued and to be issued share capital of Charles Taylor.

The Scheme is an arrangement between Charles Taylor and the Scheme Shareholders pursuant to which the Scheme Shares will be transferred to LMP Bidco in consideration for which the Scheme Shareholders will receive cash consideration on the basis set out in paragraph 2 of this Announcement.

The Offer will be put to Charles Taylor Shareholders at the Court Meeting and at the General Meeting. In order to become effective, the Scheme must be approved by a majority in number of the Charles Taylor Shareholders voting (and entitled to vote) at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Charles Taylor Shares voted. In addition, at the General Meeting to implement the Scheme a special resolution to approve the adoption of the Amended Charles Taylor Articles must be passed by Charles Taylor Shareholders representing at least 75 per cent. of the votes validly cast on that resolution. The General Meeting will be held immediately after the Court Meeting.

The Scheme will also be subject to the Conditions and further terms set out in Appendix I to this Announcement and to be set out in the Scheme Document.

Following the Meetings, the Scheme must be sanctioned by the Court. The Scheme will only become effective once an office copy of the Scheme Court Order is delivered to the Registrar of Companies. Upon the Scheme becoming effective, it will be binding on all Charles Taylor Shareholders, whether or not they attended or voted at the Meetings (and if they attended and voted, whether or not they voted in favour). Subject to the satisfaction of the Conditions, the Scheme is expected to become effective in early 2020.

Any Charles Taylor Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. Any Charles Taylor Shares issued after the Scheme Record Time will be subject to the Amended Charles Taylor Articles and be automatically transferred to LMP Bidco.

The Offer will lapse if the Scheme does not become effective by the Long Stop Date.

Further details of the Scheme, including an indicative timetable for its implementation and the necessary action to be taken by Charles Taylor Shareholders, will be set out in the Scheme Document, which is expected to be dispatched to Charles Taylor Shareholders as soon as reasonably practicable and, in any event, within 28 days of the date of this Announcement (or such later date as may be agreed with the Panel).

15. Conditions

The Offer will be subject to the Conditions and further terms set out in Appendix I to this Announcement and to be set out in the Scheme Document. In particular, the Offer will be conditional upon the FCA and, to the extent required, the PRA and Lloyd's having approved the acquisition of Charles Taylor by LMP Bidco as well as regulatory approvals in the Isle of Man, Bermuda and the State of Texas, United States of America.

16. De-listing and re-registration

Prior to the Scheme becoming effective, Charles Taylor will make an application to the FCA for the cancellation of the listing of Charles Taylor Shares on the Official List and to the London Stock Exchange for the cancellation of trading of Charles Taylor Shares on its main market for

listed securities, in each case to take effect from or shortly after the Effective Date. The last day of dealings in Charles Taylor Shares on the main market of the London Stock Exchange is expected to be the date of the Scheme Court Hearing and no transfers will be registered after 6.00 p.m. (London time) on that date.

On the Effective Date, share certificates in respect of Charles Taylor Shares will cease to be valid and should be destroyed. In addition, entitlements to Charles Taylor Shares held within the CREST system will be cancelled.

It is also proposed that, following the Effective Date and after its shares are delisted, Charles Taylor will be re-registered as a private limited company.

17. Disclosure of interests in Charles Taylor Shares

Save in respect of the irrevocable undertakings referred to in paragraph 6 above, as at the close of business on 18 September 2019 (being the latest practicable date prior to the date of this Announcement) neither LMP Bidco, nor any of its directors, nor, so far as LMP Bidco is aware, any person acting in concert (within the meaning of the Code) with it (i) has any interest in or right to subscribe for any relevant securities of Charles Taylor, or (ii) has any short positions in respect of relevant securities of Charles Taylor (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, or (iii) has borrowed or lent any relevant securities of Charles Taylor (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code) save for any borrowed shares which have been either on-lent or resold, or (iv) is a party to any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Code.

It has not been practicable for LMP Bidco to make enquiries of all of its concert parties in advance of the release of this Announcement. Therefore, if LMP Bidco becomes aware, following the making of such enquiries, that any of its concert parties have any such interests in relevant securities of Charles Taylor, all relevant details in respect of LMP Bidco's concert parties will be included in LMP Bidco's Opening Position Disclosure in accordance with Rule 8.1(a) and Note 2(a)(i) on Rule 8 of the Code which must, unless there are no such interests of which LMP Bidco is aware, be made within 10 business days of this Announcement.

18. Dividends

Should completion of the Proposed Acquisition occur after 11 October 2019, being the record date for Charles Taylor's 2019 interim dividend in respect of the completed six-month period ending 30 June 2019, Charles Taylor's shareholders shall be entitled to receive and retain the dividend of 3.65 pence per Charles Taylor Share announced by Charles Taylor on 11 September 2019 and to be paid on 8 November 2019, in respect of the completed six-month period ending 30 June 2019 (the "**Interim 2019 Dividend**") without any reduction to the consideration payable by LMP Bidco pursuant to the Offer.

If any dividend other than the Interim 2019 Dividend is paid or becomes payable in respect of Charles Taylor Shares on or after the date of this Announcement and prior to the Effective Date, LMP Bidco has the right to reduce the consideration payable by LMP Bidco pursuant to the

Offer by an amount up to the aggregate amount of such dividend or distribution (excluding any associated tax credit).

19. Overseas Shareholders

The availability of the Offer and the distribution of this Announcement to persons not resident in the United Kingdom may be affected by the laws and regulations of the relevant jurisdiction. Such persons should inform themselves about, and observe, any applicable legal or regulatory requirements. Charles Taylor Shareholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

This Announcement does not constitute an offer for sale of any securities or an offer or an invitation to purchase any securities. Charles Taylor Shareholders are advised to read carefully the Scheme Document and the forms of proxy once these have been dispatched.

20. General

LMP Bidco reserves the right, subject to the prior consent of the Panel and subject to the terms of the Co-operation Agreement, to elect to implement the Offer by way of a Takeover Offer for the entire issued and to be issued share capital of Charles Taylor not already held by LMP Bidco, as an alternative to the Scheme. In such an event, such offer will be implemented on the same terms (subject to appropriate amendments as described in Part B of Appendix I), so far as applicable, as those which would apply to the Scheme.

If the Offer is effected by way of a Takeover Offer and such offer becomes or is declared unconditional in all respects and sufficient acceptances are received, LMP Bidco intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act 2006 to acquire compulsorily the remaining Charles Taylor Shares in respect of which the Takeover Offer has not been accepted.

Investors should be aware that LMP Bidco may purchase Charles Taylor Shares otherwise than under any Takeover Offer or scheme of arrangement relating to the Offer, such as in open market or privately negotiated purchases.

RBC, Rothschild & Co and Liberum have given and not withdrawn their consent to the publication of this Announcement with the inclusion herein of the references to their respective names, in each case, in the form and context in which they appear.

21. Documents available on website

Copies of the following documents will be made available on both Charles Taylor's website at <http://www.ctplc.com/investors/> and Lovell Minnick's website at www.lmpartners.com until the end of the Offer:

- the irrevocable undertakings referred to in paragraph 6 above;
- the Confidentiality Agreement;
- the Co-operation Agreement;

- the Co-Investment Agreements;
- documents relating to the financing of the Scheme referred to in paragraph 12 above; and
- a copy of this Announcement.

The bases and sources of certain financial information contained in this Announcement are set out in Appendix II to this Announcement. Certain terms used in this Announcement are defined in Appendix IV to this Announcement.

Enquiries:

Charles Taylor plc +44 (0) 20 3320 8888
David Marock, Group CEO
Richard Yerbury, Group Corporate Development and Operations Director

Rothschild & Co +44 (0) 20 7280 5000
(Financial adviser to Charles Taylor)
Christopher Kaladeen
Anika Sood
Peter Brierley
Alice Squires

Liberum +44 (0) 20 3100 2222
(Corporate broker to Charles Taylor)
Richard Crawley

Lovell Minnick and LMP Bidco +1 610 995 9660
Jason Barg
Spencer Hoffman

RBC Capital Markets +44 (0) 20 7653 4000
(Financial adviser to Lovell Minnick and LMP Bidco)
Martin Frowde
Philip Creed

Media Enquires:

Newgate Communications +44 (0) 20 3757 6880
(Financial PR adviser to Charles Taylor)
Elisabeth Cowell
Ian Silvera

Camarco +44 (0) 20 3757 4989
(Financial PR adviser to Lovell Minnick and LMP Bidco)
Hazel Stevenson
Jane Glover

Debevoise & Plimpton LLP is providing legal advice to Lovell Minnick and LMP Bidco. Davis Polk & Wardwell London LLP is providing legal advice to Charles Taylor.

Important notices

RBC Capital Markets is the trading name for RBC Europe Limited, which is authorised by the PRA and regulated by the FCA and the PRA and is a subsidiary of Royal Bank of Canada. RBC Capital Markets is acting exclusively for Lovell Minnick and LMP Bidco and for no one else in connection with the Offer and will not be responsible to anyone other than Lovell Minnick and LMP Bidco for providing the protections afforded to its clients nor for providing advice in relation to the Offer or any other matters referred to in this Announcement.

Rothschild & Co, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Charles Taylor and for no one else in connection with the Offer and will not be responsible to anyone other than Charles Taylor for providing the protections afforded to its clients, nor for providing advice in relation to the Offer or any other matters referred to in this Announcement.

Liberum, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Charles Taylor and for no one else in connection with the Offer and will not be responsible to anyone other than Charles Taylor for providing the protections afforded to its clients, nor for providing advice in relation to the Offer or any other matters referred to in this Announcement.

Further information

This Announcement is for information purposes only and is not intended to and does not constitute, or form part of, an offer to sell or an invitation to purchase any securities or the solicitation of an offer to buy, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, pursuant to the Offer or otherwise, nor shall there be any purchase, sale, issuance or exchange of securities or such solicitation in any jurisdiction in which such offer, solicitation, sale, issuance or exchange would be unlawful prior to the registration or qualification under the laws of such jurisdiction. The Offer will be made solely by means of the Scheme Document or any document by which the Offer is made which will contain the full terms and Conditions of the Offer, including details of how to vote in respect of the Proposed Acquisition.

This Announcement has been prepared for the purpose of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

Charles Taylor will prepare the Scheme Document to be distributed to Charles Taylor Shareholders at no cost to them. Charles Taylor and LMP Bidco urge Charles Taylor Shareholders to read the Scheme Document when it becomes available because it will contain important information relating to the Offer. Any vote in respect of the Scheme or other responses in relation to the Offer should be made only on the basis of the information in the Scheme Document. Any decision to vote in respect of the resolutions to be proposed at the Court Meeting and the General Meeting should be based on the information contained in the Scheme Document.

Each Charles Taylor Shareholder is urged to consult its independent professional adviser immediately regarding the tax consequences to it (or to its beneficial owners) of the Offer.

Overseas Shareholders

The release, publication or distribution of this Announcement in certain jurisdictions may be restricted by law. Persons who are not resident in the United Kingdom or who are subject to the laws of other jurisdictions should inform themselves of, and observe, any applicable requirements. Further details in relation to the Overseas Shareholders will be contained in the Scheme Document. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person.

The Offer relates to shares of a UK company and is proposed to be effected by means of a scheme of arrangement under the laws of England and Wales. Neither the US proxy solicitation rules nor the tender offer rules under the US Exchange Act apply to the Offer. Accordingly, the Offer is subject to the disclosure requirements, rules and practices applicable in the United Kingdom to schemes of arrangement, which differ from the requirements of US proxy solicitation or tender offer rules. However, if LMP Bidco were to elect to implement the Offer by means of a Takeover Offer, such Takeover Offer would be made in compliance with all applicable laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder. Such a takeover would be made in the United States by LMP Bidco and no one else. In addition to any such Takeover Offer, LMP Bidco, certain affiliated companies and the nominees or brokers (acting as agents) may make certain purchases of, or arrangements to purchase, shares in Charles Taylor outside such Takeover Offer during the period in which such Takeover Offer would remain open for acceptance. If such purchases or arrangements to purchase were to be made, they would be made outside the United States and would comply with applicable law, including the US Exchange Act.

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

Charles Taylor's financial statements, and all financial information that is included in this Announcement, or that may be included in the Scheme Document, have been prepared in accordance with international financial reporting standards and may not be comparable to financial statements of companies in the United States or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.

Unless otherwise determined by LMP Bidco or required by the Code and permitted by applicable law and regulation, the Offer will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the offer by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Announcement and all documents relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Announcement and all documents relating to the Offer (including custodians,

nominees and trustees) must observe these restrictions and must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction.

The availability of the Offer to Charles Taylor Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable requirements.

The Offer will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the FCA.

Forward looking statements

This Announcement contains statements about Lovell Minnick, LMP Bidco and the Charles Taylor Group that are or may be forward looking statements. These statements are based on the current expectations of the management of Lovell Minnick, LMP Bidco and Charles Taylor and are naturally subject to uncertainty and changes in circumstances. All statements, including the expected timing and scope of the Offer, other than statements of historical facts included in this Announcement, may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words “targets”, “plans”, “believes”, “expects”, “aims”, “intends”, “will”, “may”, “should”, “would”, “could”, “anticipates”, “estimates”, “projects”, “strategy” or words or terms of similar substance or the negative thereof are forward looking statements. Forward looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of LMP Bidco’s or the Charles Taylor Group’s operations and potential synergies resulting from the Offer; and (iii) the effects of government regulation on LMP Bidco’s or the Charles Taylor Group’s business.

Such forward looking statements are not guarantees of future performance. By their nature, because they relate to events and depend on circumstances that will occur in the future, such forward looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results and developments to differ materially from those projected or implied in any forward looking statements. These factors include, but are not limited to, the satisfaction of the conditions to the Offer, as well as additional factors, such as changes in political and economic conditions, changes in the level of capital investment, retention of key employees, changes in customer habits, success of business and operating initiatives and restructuring objectives, impact of any acquisitions or similar transactions, changes in customers’ strategies and stability, competitive product and pricing measures, changes in the regulatory environment, fluctuations or interest and exchange rates, the outcome of any litigation. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward looking statements, (which speak only as of the date hereof) and none of Lovell Minnick, LMP Bidco nor any member of the Charles Taylor Group (nor any of their respective directors, officers, employees or advisers) provides any representation, assurance or guarantee that the occurrence of the events expressed or implied by the forward looking statements will actually occur. Further, each of Lovell Minnick, LMP Bidco and each member of the Charles Taylor Group disclaims any obligation to update publicly or revise any forward looking or other

statements contained herein, whether as a result of new information, future events or otherwise, except as required by applicable law.

All subsequent oral or written forward looking statements attributable to any member of the Charles Taylor Group or Lovell Minnick or LMP Bidco, or any of their respective directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

No profit forecasts or profit estimates

No statement in this Announcement is intended as a profit forecast or profit estimate for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per share for Charles Taylor for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Charles Taylor.

Dealing and Opening Position Disclosure Requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offerors, save to the extent that these details have previously been disclosed under Rule 8 of the Code. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3 of the Code.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4 of the Code).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

In accordance with Rule 2.9 of the Code, Charles Taylor confirms that, at the date of this Announcement, its current issued share capital comprises 77,913,724 ordinary shares of 1 pence each. Charles Taylor does not hold any Charles Taylor Shares in treasury, however, Charles Taylor Shares held by the Charles Taylor Employee Share Ownership Trust (301,202 as at 18 September 2019) are disclosed as treasury shares and deducted from contributed equity in Charles Taylor's financial statements. The International Securities Identification Number for Charles Taylor Shares is GB0001883718.

In accordance with the Code, normal United Kingdom market practice and Rule 14e-5(b) of the US Exchange Act, RBC and its affiliates will continue to act as exempt principal trader in Charles Taylor securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.

Information relating to Charles Taylor Shareholders

Please be aware that addresses, electronic addresses and certain other information provided by Charles Taylor Shareholders, persons with information rights and other relevant persons for the receipt of communications from Charles Taylor may be provided to LMP Bidco during the Offer Period as required under Section 4 of Appendix 4 to the Code to comply with Rule 2.11(c) of the Code.

Publication on website and hard copies

This Announcement and the documents required to be published pursuant to Rule 26.1 of the Code will be available free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Charles Taylor's website at <http://www.ctplc.com/investors/> and on LMP Bidco's website at www.lmpartners.com by no later than 12.00 p.m. on the Business Day following this Announcement.

Neither the content of any website referred to in this Announcement nor the content of any website accessible from hyperlinks is incorporated into, or forms part of, this Announcement.

*Charles Taylor Shareholders may request a hard copy of this Announcement by contacting Computershare Investor Services PLC ("**Computershare**") on +44 (0) 370 889 4020. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. to 5.30 p.m., Monday to Friday, excluding public holidays in England and Wales. Please note that Computershare cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. Charles Taylor Shareholders may also request that all future documents, announcements and information to be sent to you in relation to the Offer should*

be in hard copy form. If a Charles Taylor Shareholder has received this Announcement in electronic form, hard copies of this Announcement and any document or information incorporated by reference into this document will not be provided unless such a request is made.

Rounding

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

APPENDIX I

CONDITIONS AND FURTHER TERMS OF THE OFFER

Part A: Conditions of the Scheme

- 1 The Offer will be conditional upon the Scheme becoming unconditional and effective, subject to the Code, by not later than the Long Stop Date.
- 2 The Scheme will be subject to the following conditions:
 - (a) its approval by a majority in number of the Scheme Shareholders who are on the register of members of Charles Taylor at the Scheme Voting Record Time (or the relevant class or classes thereof, if applicable) who are present and vote, whether in person or by proxy, at the Court Meeting (and at any separate class meeting which may be required by the Court) or any adjournment of any such meeting and who represent not less than 75 per cent. in value of the Charles Taylor Shares (or the relevant class or classes thereof, if applicable) voted by those Scheme Shareholders (or the relevant class or classes thereof, if applicable);
 - (b) the resolution required to approve and implement the Scheme and adopt the Amended Charles Taylor Articles being duly passed by the requisite majority of Charles Taylor Shareholders at the General Meeting;
 - (c) the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Charles Taylor and LMP Bidco) and the delivery of an office copy of the Court Order to the Registrar of Companies.

In addition, subject as stated in Part B below and to the requirements of the Panel, the Offer will be conditional upon the following Conditions and, accordingly, necessary actions to make the Scheme effective will not be taken unless such Conditions (as amended, if appropriate) have been satisfied or, where relevant, waived:

Notifications, waiting periods and Authorisations

- 3 Excluding the Conditions set out at 5 to 9 (inclusive) below, all material mandatory notifications, filings or applications which are necessary in connection with the Offer having been made and all necessary waiting periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all material statutory and regulatory obligations in any relevant jurisdiction having been complied with in each case in respect of the Offer and all Authorisations (excluding those covered by the Conditions set out at 5 to 9 (inclusive) below) reasonably deemed necessary or appropriate by LMP Bidco or any member of the Wider Lovell Minnick Group in any jurisdiction for or in respect of the Offer and, except pursuant to Chapter 3 of Part 28 of the Companies Act, in respect of the Proposed Acquisition or the proposed acquisition of any shares or other securities in, or control or management of, the Wider Charles Taylor Group by any member of the Wider Lovell Minnick Group having been obtained in terms and in a form reasonably satisfactory to LMP Bidco from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any persons or bodies with whom any member of the Wider Charles Taylor Group has entered into contractual arrangements and, to the extent that the Offer or such acquisitions would result in

the termination or withdrawal of an Authorisation, all such Authorisations necessary to carry on the business of any member of the Wider Charles Taylor Group in any jurisdiction which is material in the context of the Wider Charles Taylor Group as a whole having been obtained and all such Authorisations remaining in full force and effect at the time at which the Offer becomes otherwise wholly unconditional and there being no notice of an intention to revoke, suspend, restrict, modify or not to renew such Authorisations as a result of the Offer or such acquisitions;

Antitrust

- 4 No antitrust regulator or Third Party having given notice of a decision to take, institute or implement any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything, or having enacted or made any statute, regulation, decision, order or change to published practice (and, in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to, in each case to an extent or in a manner which is or would be material in the context of the Wider Charles Taylor Group or the Wider Lovell Minnick Group in either case taken as a whole:
- (a) require, prevent or materially delay the divestiture or materially alter the terms envisaged for such divestiture by any member of the Wider Lovell Minnick Group or by any member of the Wider Charles Taylor Group of all or any material part of its businesses, assets or property or impose any material limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof);
 - (b) except pursuant to Chapter 3 of Part 28 of the Companies Act, require any member of the Wider Lovell Minnick Group or the Wider Charles Taylor Group to acquire or offer to acquire a material number of any shares, other securities (or the equivalent) or interest in any member of the Wider Charles Taylor Group or any material asset owned by any third party (other than in the implementation of the Offer);
 - (c) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider Lovell Minnick Group directly or indirectly to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in Charles Taylor or on the ability of any member of the Wider Charles Taylor Group or any member of the Wider Lovell Minnick Group directly or indirectly to hold or exercise effectively all or any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise voting or management control over, any member of the Wider Charles Taylor Group;
 - (d) otherwise materially adversely affect any or all of the business, assets or profits of any member of the Wider Charles Taylor Group or any member of the Wider Lovell Minnick Group;
 - (e) result in any member of the Wider Charles Taylor Group ceasing to be able to carry on business under any name under which it presently carries on business;

- (f) make the Offer, its implementation or the acquisition of any shares or other securities in, or control or management of, Charles Taylor by any member of the Wider Lovell Minnick Group void, unenforceable and/or illegal under the laws of any relevant jurisdiction, or otherwise materially prevent or prohibit, restrict, restrain, or delay or otherwise materially interfere with the implementation of, or impose material additional conditions or obligations with respect to, or otherwise materially challenge, impede, interfere or require material amendment of the Offer or the acquisition of any shares or other securities in, or control or management of, Charles Taylor by any member of the Wider Lovell Minnick Group; or
- (g) impose any material limitation on the ability of any member of the Wider Lovell Minnick Group or any member of the Wider Charles Taylor Group to conduct, integrate or co-ordinate all or any part of its business with all or any part of the business of any other member of the Wider Lovell Minnick Group and/or the Wider Charles Taylor Group;

Regulatory

- 5 To the extent required in connection with the Acquisition, the PRA and/or the FCA (as applicable) having given notice pursuant to section 189(4)(a) of the Financial Services and Markets Act 2000 (“FSMA”) (or having issued a decision notice under section 189(7) FSMA in terms which do not impose any material conditions, obligations or restrictions on the Wider Lovell Minnick Group or the Wider Charles Taylor Group other than those which are satisfactory to LMP Bidco (acting reasonably)) that it or they approve(s) any acquisition or increase of control (as defined in sections 181 and 182 FSMA) over each member of the Wider Charles Taylor Group which is a UK authorised person (as defined in section 191(G)(1) FSMA) which, in either case, would take place as a result of the Proposed Acquisition or its implementation, or the PRA and/or the FCA (as applicable) being treated as having given such approval under section 189(6) FSMA (for the purposes of this paragraph, references to FSMA shall be read, where applicable, with the Financial Services and Markets Act 2000 (Controllers) (Exemptions) Order 2009);
- 6 To the extent required in connection with the Acquisition, the Franchise Board or the Council (as required) (each as defined in the Lloyd's Definitions Byelaw (No. 7 of 2005) having given its consent in writing under section 12 of the Lloyd's Membership Byelaw (No. 5 of 2005) or section 43 of the Lloyd's Underwriting Byelaw (No. 2 of 2003) (as the case may be), in terms which do not impose any material conditions, obligations or restrictions on the Wider Lovell Minnick Group or the Wider Charles Taylor Group other than those which are satisfactory to LMP Bidco (acting reasonably), to each person who would become a controller (as defined in the Lloyd's Definitions Byelaw (No. 7 of 2005)) of each member of the Wider Charles Taylor Group which is a corporate member or a managing agent (each as defined in the Lloyd's Definitions Byelaw (No. 7 of 2005)) as a result of the Proposed Acquisition or its implementation being such a controller;
- 7 The Isle of Man Financial Services Authority confirming in writing, in terms which do not impose any material conditions, obligations or restrictions on the Wider Lovell Minnick Group or the Wider Charles Taylor Group other than those which are satisfactory to LMP Bidco (acting reasonably) that (i) it has no objection to the Proposed Acquisition or its implementation pursuant to section 29 of the Isle of Man Insurance Act 2008 and (ii) it

consents to the Proposed Acquisition or its implementation pursuant to the Isle of Man Financial Services Rule Book 2016 (as amended);

- 8 The BMA having given its consent to the Bermuda Insurer within 30 days of the Bermuda Insurer's filing of a notice relating to a material change under section 30JA of the Bermuda Insurance Act, or the lapse of that 30 day period without the BMA having issued a notice of objection;
- 9 The Texas Department of Insurance confirming, pursuant to Section 4001.253 of the Texas Insurance Code, that it has no objection to the Proposed Acquisition or its implementation, or the lapse of 60 days from the date that a complete application for such change of control has been filed without objection from the Texas Department of Insurance;

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

- 10 Except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the Wider Charles Taylor Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or subject which, as a consequence of the Offer or the acquisition or the proposed acquisition by any member of the Wider Lovell Minnick Group of any shares or other securities in Charles Taylor, or because of a change in the control or management of any member of the Wider Charles Taylor Group required by the Offer, could or might reasonably be expected to result in, in each case to an extent which is material in the context of the Wider Charles Taylor Group or the Wider Lovell Minnick Group in either case taken as a whole:
 - (a) any monies borrowed by, or any other indebtedness, actual or contingent, of, or any grant available to, any member of the Wider Charles Taylor Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
 - (b) other than in the ordinary course of business, the creation or enforcement of any mortgage, charge or other security interest over the whole or any material part of the business, property or assets of any member of the Wider Charles Taylor Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen) becoming enforceable;
 - (c) any such arrangement, agreement, lease, licence, franchise, permit or other instrument being terminated or the rights, liabilities, obligations or interests of any member of the Wider Charles Taylor Group being adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
 - (d) any liability of any member of the Wider Charles Taylor Group to make any severance, termination, bonus or other payment to any of its directors, or other officers;
 - (e) the rights, liabilities, obligations, interests or business of any member of the Wider Charles Taylor Group under any such arrangement, agreement, licence, permit, lease

or instrument or the interests or business of any member of the Wider Charles Taylor Group in or with any other person or body or firm or company (or any arrangement or arrangement relating to any such interests or business) being or becoming capable of being terminated or adversely modified or affected or any onerous obligation or liability arising or any adverse action being taken thereunder;

- (f) any member of the Wider Charles Taylor Group ceasing to be able to carry on business under any name under which it presently carries on business;
- (g) the value of, or the financial or trading position of, any member of the Wider Charles Taylor Group being prejudiced or adversely affected; or
- (h) the creation or acceleration of any liability (actual or contingent) by any member of the Wider Charles Taylor Group other than trade creditors or other liabilities incurred in the ordinary course of business,

and, except as Disclosed, no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Charles Taylor Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in Conditions 10 (a) to (h), in each case to the extent material in the context of the Wider Charles Taylor Group or the Wider Lovell Minnick Group in either case taken as a whole;

Certain events occurring since 31 December 2018

- 11** Except as Disclosed, no member of the Wider Charles Taylor Group having since 31 December 2018:
- (a) issued or agreed to issue, or authorised or announced its intention to authorise or propose the issue, of, additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised the transfer or sale of Charles Taylor Shares out of treasury (except, where relevant, as between Charles Taylor and wholly owned subsidiaries of Charles Taylor or between the wholly owned subsidiaries of Charles Taylor and except for the issue or transfer out of treasury of Charles Taylor Shares on the exercise of employee share options or vesting of employee share awards in the ordinary course under the Charles Taylor Share Plans);
 - (b) recommended, declared, paid or made, or agreed to declare, pay or make, any bonus, dividend or other distribution (whether payable in cash or otherwise) other than (i) dividends (or other distributions, whether payable in cash or otherwise) lawfully paid or made by any wholly owned subsidiary of Charles Taylor to Charles Taylor or any of its wholly owned subsidiaries, (ii) the final dividend in respect of the year ended 31 December 2018, and (iii) the Interim 2019 Dividend;
 - (c) other than pursuant to the Offer (and except for transactions between Charles Taylor and its wholly owned subsidiaries or between the wholly owned subsidiaries of

Charles Taylor and transactions in the ordinary course of business), implemented, effected, authorised or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, scheme, commitment or acquisition or disposal of assets or shares or loan capital (or the equivalent thereof) in any undertaking or undertakings in any such case to an extent which is material in the context of the Wider Charles Taylor Group taken as a whole;

- (d) (except for transactions between Charles Taylor and its wholly owned subsidiaries or between the wholly owned subsidiaries of Charles Taylor and except for transactions in the ordinary course of business) disposed of, or transferred, mortgaged or created any security interest over any material asset or any right, title or interest in any material asset or authorised, proposed or announced any intention to do so to an extent which is material in the context of the Wider Charles Taylor Group taken as a whole;
- (e) (except for transactions between Charles Taylor and its wholly owned subsidiaries or between the wholly owned subsidiaries of Charles Taylor) issued, authorised or announced an intention to authorise or propose the issue of or made any change in or to the terms of any debentures or become subject to any contingent liability (other than trade credit incurred in the ordinary course of business) or incurred or increased any indebtedness which is material in the context of the Wider Charles Taylor Group taken as a whole;
- (f) entered into or varied or authorised, proposed or announced its intention to enter into or vary any material contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) except in the ordinary course of business which is of a long term, unusual or onerous nature or magnitude or which is or which involves or could involve an obligation of a nature or magnitude which is reasonably likely to be materially restrictive on the business of any member of the Wider Charles Taylor Group which, taken together with any other such material transaction, arrangement, agreement, contract or commitment, is material in the context of the Wider Charles Taylor Group taken as a whole;
- (g) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary to a material extent the terms of, any contract, service agreement, commitment or arrangement with any director or senior executive of any member of the Wider Charles Taylor Group (except for salary increases, bonuses or variations of terms in the ordinary course);
- (h) proposed, agreed to provide or modified the terms of any Charles Taylor Share Plan, incentive scheme or other benefit relating to the employment or termination of employment of any employee of the Wider Charles Taylor Group which is material in the context of the Wider Charles Taylor Group taken as a whole;
- (i) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters mentioned in sub- paragraph (a) above, made any other change to any part of its share capital;

- (j) other than in respect of claims between Charles Taylor and its wholly owned subsidiaries, waived, compromised or settled any claim otherwise than in the ordinary course of business, in each case to an extent which is material in the context of the Wider Charles Taylor Group taken as a whole;
- (k) terminated or varied the terms of any agreement or arrangement between any member of the Wider Charles Taylor Group and any other person in a manner which would or might reasonably be expected to have a material adverse effect on the financial position of the Wider Charles Taylor Group taken as a whole;
- (l) save as required in connection with the adoption of the Amended Charles Taylor Articles, made any material alteration to its memorandum or articles of association or other incorporation documents to an extent which is material in the context of the Offer;
- (m) except in relation to changes made or agreed as a result of, or arising from, changes to legislation, made or agreed or consented to any significant change to the following in a way that is material in the context of the Wider Charles Taylor Group taken as a whole:
 - (i) the terms of the trust deeds and rules constituting the pension scheme(s) established by any member of the Wider Charles Taylor Group for its directors, employees or their dependants;
 - (ii) the contributions payable to any such scheme(s) or to the benefits which accrue, or to the pensions which are payable, thereunder;
 - (iii) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
 - (iv) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued, made, agreed or consented to, to an extent which is in any such case material in the context of the Wider Charles Taylor Group;
- (n) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business which is material in the context of the Wider Charles Taylor Group taken as a whole;
- (o) (other than in respect of a member of the Wider Charles Taylor Group which is dormant and was solvent at the relevant time) taken any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of a receiver, administrator, manager, administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or any analogous or equivalent steps or proceedings in any jurisdiction or appointed any analogous person in any jurisdiction

or had any such person appointed, which is in any such case material in the context of the Wider Charles Taylor Group taken as a whole;

- (p) (except for transactions between Charles Taylor and its wholly owned subsidiaries or between Charles Taylor's wholly owned subsidiaries) made, authorised, proposed or announced an intention to propose any change in its loan capital;
- (q) entered into a contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Charles Taylor Group or the Wider Lovell Minnick Group other than to a nature and extent which is not material in the context of the Wider Charles Taylor Group or the Wider Lovell Minnick Group in either case taken as a whole; or
- (r) other than in the ordinary course of business, entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition 11;

No adverse change, litigation, regulatory enquiry or similar

12 Except as Disclosed, since 31 December 2018 there having been:

- (a) no adverse change and no circumstance having arisen which would or might reasonably be expected to result in any adverse change in the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Charles Taylor Group which is material in the context of the Wider Charles Taylor Group taken as a whole;
- (b) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened, announced or instituted by or against or remaining outstanding against or in respect of any member of the Wider Charles Taylor Group or to which any member of the Wider Charles Taylor Group is or may become a party (whether as claimant, defendant or otherwise) having been threatened, announced, instituted or remaining outstanding by, against or in respect of any member of the Wider Charles Taylor Group, in each case which is or might reasonably be expected to be material in the context of the Wider Charles Taylor Group taken as a whole;
- (c) no contingent or other liability having arisen or increased other than in the ordinary course of business which is reasonably likely to affect adversely the business, assets, financial or trading position or profits or prospects of any member of the Wider Charles Taylor Group to an extent which is material in the context of the Wider Charles Taylor Group taken as a whole; and
- (d) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Charles Taylor Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation,

termination or modification of which would or might reasonably be expected to have a material adverse effect on the Wider Charles Taylor Group taken as a whole;

No discovery of certain matters regarding information, liabilities and environmental issues

13 Except as Disclosed, LMP Bidco not having discovered and, in each case, to an extent which is material in the context of the Wider Charles Taylor Group taken as a whole:

- (a) that any financial, business or other information concerning the Wider Charles Taylor Group publicly announced on or prior to the date of this Announcement or disclosed at any time to any member of the Wider Lovell Minnick Group by or on behalf of any member of the Wider Charles Taylor Group on or prior to the date of this Announcement is misleading, contains a material misrepresentation of any fact, or omits to state a fact necessary to make that information not misleading, in any such case to a material extent;
- (b) that any past or present member of the Wider Charles Taylor Group has not complied in any material respect with all applicable legislation, regulations or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human or animal health or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any material liability, including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Wider Charles Taylor Group;
- (c) that there has been a material disposal, discharge, spillage, accumulation, release, leak, emission or the migration, production, supply, treatment, storage, transport or use of any waste or hazardous substance or any substance likely to impair the environment (including any property) or harm human or animal health which (whether or not giving rise to non-compliance with any law or regulation), would be likely to give rise to any material liability on the part of any member of the Wider Charles Taylor Group;
- (d) that there is or is reasonably likely to be any material obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters currently or previously owned, occupied, operated or made use of or controlled by any past or present member of the Wider Charles Taylor Group, or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, common law, regulation, notice, circular, Authorisation or order of any Third Party in any jurisdiction or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto; or
- (e) that circumstances exist (whether as a result of making the Offer or otherwise) which would be reasonably likely to lead to any Third Party instituting (or whereby any member of the Wider Charles Taylor Group would be likely to be required to institute) an environment audit or take any steps which would in any such case be

reasonably likely to result in any actual or contingent liability to improve or install new plant or equipment or to make good, repair, reinstate or clean up any property of any description or any asset now or previously owned, occupied or made use of by any past or present member of the Wider Charles Taylor Group (or on its behalf) or by any person for which a member of the Wider Charles Taylor Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, which is material in the context of the Wider Charles Taylor Group taken as a whole; and

Anti-corruption, sanctions and criminal property

- 14 Except as Disclosed, LMP Bidco not having discovered, in each case to an extent which is material in the Wider Charles Taylor Group taken as a whole:
- (a) (i) any past or present member, director, officer or employee of the Wider Charles Taylor Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other anti-corruption legislation applicable to the Wider Charles Taylor Group; or (ii) any person that performs or has performed services for or on behalf of the Wider Charles Taylor Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption legislation;
 - (b) any material asset of any member of the Wider Charles Taylor Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition);
 - (c) any past or present member, director, officer or employee of the Wider Charles Taylor Group, or any other person for whom any such person may be liable or responsible, has engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (i) any government, entity or individual in respect of which US, European Union or Isle of Man persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by applicable US, European Union or Isle of Man laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Treasury & Customs; or (ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the European Union or any of its Member States or the Isle of Man; or
 - (d) a member of the Wider Charles Taylor Group has engaged in any transaction which would cause any member of the Wider Lovell Minnick Group to be in breach of any applicable law or regulation upon its acquisition of Charles Taylor, including the economic sanctions of the United States Office of Foreign Assets Control or HM Treasury & Customs, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the European Union or any of its Member States or the Isle of Man.

Part B: Certain further terms of the Offer

- 1** The Scheme will not become effective unless the Conditions have been fulfilled or (if capable of waiver) waived or, where appropriate, have been determined by LMP Bidco to be or remain satisfied by no later than the Long Stop Date (or such later date as LMP Bidco and Charles Taylor may, with the consent of the Panel, agree and (if required) the Court may allow).
- 2** Subject to the requirements of the Panel, LMP Bidco reserves the right to waive in whole or in part all or any of the above Conditions 3 to 14 (inclusive). Each of the Conditions will be regarded as a separate Condition and will not be limited by reference to any other Condition. Under Rule 13.5 of the Code, LMP Bidco may not invoke a condition to the Offer so as to cause the Offer not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the condition are of material significance to LMP Bidco in the context of the Offer. Conditions 1 and 2 are not subject to this provision of the Code.
- 3** If LMP Bidco is required by the Panel to make an offer for Charles Taylor Shares under the provisions of Rule 9 of the Code, LMP Bidco may make such alterations to any of the above Conditions and terms of the Offer as are necessary to comply with the provisions of that Rule.
- 4** LMP Bidco will be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of Conditions 3 to 14 (inclusive) by a date earlier than the latest date for the fulfilment of that Condition notwithstanding that the other Conditions of the Offer may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
- 5** The Offer will lapse if there is a CMA Phase 2 Reference prior to the date of the Court Meeting.
- 6** LMP Bidco reserves the right to elect (with the consent of the Panel and subject to the terms of the Co-operation Agreement) to implement the Offer by way of a Takeover Offer. In such event, the acquisition will be implemented on substantially the same terms which would apply to the Scheme, subject to appropriate amendments, including (without limitation and subject to the consent of the Panel) an acceptance condition that is set at 75 per cent. (or such other percentage as LMP Bidco may decide and subject to the terms of the Co-operation Agreement) in nominal value of the shares to which such Takeover Offer relates.
- 7** In the event that the Offer is implemented by way of a Takeover Offer, the Charles Taylor Shares acquired under the Offer will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) (other than the Interim 2019 Dividend).
- 8** If, after the date of this Announcement but prior to the Effective Date, any dividend or other distribution other than the Interim 2019 Dividend is declared, paid or made or payable by Charles Taylor, LMP Bidco reserves the right (without prejudice to any right of LMP Bidco, with the consent of the Panel, to invoke Condition 11(b) above) to reduce the consideration

payable by LMP Bidco pursuant to the Offer by an amount up to the aggregate amount of such dividend or distribution (excluding any associated tax credit).

If any such dividend or distribution occurs, subject to the invocation of Condition 11(b) above, any reference in this Announcement to the Offer Price will be deemed to be a reference to the Offer Price as so reduced. If such reduction occurs, notwithstanding the terms on which the Charles Taylor Shares are expressed to be acquired by LMP Bidco pursuant to the Offer in this Appendix I, the Charles Taylor Shares will be acquired by or on behalf of LMP Bidco pursuant to the Offer fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now and hereafter attaching to such shares including the right to receive in full all dividends and other distributions (if any) declared, paid or made on or after the Effective Date.

To the extent that such a dividend or distribution has been declared, paid, made or is payable and it is: (i) transferred pursuant to the Offer on a basis which entitles LMP Bidco to receive the dividend or distribution and to retain it; or (ii) cancelled, the Offer Price will not be subject to change in accordance with this paragraph.

Any exercise by LMP Bidco of its rights referred to in this paragraph will be the subject of an announcement and, for the avoidance of doubt, will not be regarded as constituting any revision or variation of the Offer.

- 9** The availability of the Offer to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.
- 10** The Offer is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction.
- 11** The Offer is governed by the law of England and Wales and is subject to the jurisdiction of the English courts and to the Conditions and further terms set out in this Appendix I and to be set out in the Scheme Document and as may be required to comply with the provisions of the Code. The Offer will be subject to the applicable requirements of the City Code, the Panel, the London Stock Exchange and the FCA.

APPENDIX II
SOURCES OF INFORMATION AND BASES OF CALCULATION

- i. The value placed by the Offer on the existing issued share capital of Charles Taylor is based on 77,913,724 Charles Taylor Shares in issue on 18 September 2019, being the last Business Day prior to the date of this Announcement.
- ii. The value of the Offer on a fully diluted basis has been calculated on the basis of 77,913,724 Charles Taylor Shares in issue on 18 September 2019 (being the last Business Day prior to the date of this Announcement) and an additional 4,898,837 Charles Taylor Shares that may be issued pursuant to the Charles Taylor Share Plans. This additional number of Charles Taylor Shares has been calculated on the basis of the maximum number of Charles Taylor Shares that may be issued under the Charles Taylor Share Plans, although the number to be issued is expected to be lower due to the application of the applicable rules.
- iii. The Closing Price on 18 September 2019 is taken from the Daily Official List.
- iv. Volume-weighted average prices have been derived from Bloomberg and have been rounded to the nearest single decimal place.
- v. Unless otherwise stated, the financial information relating to Charles Taylor is extracted or derived (without material adjustment) from the audited consolidated financial statements of Charles Taylor for the financial year ended 31 December 2018.

APPENDIX III
IRREVOCABLE UNDERTAKINGS

Irrevocable undertakings given by Charles Taylor Directors

Name of Director of Charles Taylor	Number of Charles Taylor Shares in respect of which absolute undertaking is given	Percentage of Charles Taylor's issued share capital*	Number of Charles Taylor Shares in respect of which all reasonable endeavours obligation is given	Percentage of Charles Taylor's issued share capital*
Edward Creasy	36,930	0.0474	-	-
David Marock	117,395	0.1507	404,745	0.5195
Damian Ely	83,151	0.1067	106,926	0.1372
Gill Rider	3,428	0.0044	-	-
Paul Hewitt	19,508	0.0250	-	-
Mark Keogh	108,998	0.1399	13,942	0.0179
Barnabas Hurst-Bannister	10,020	0.0129	-	-
Total:	379,430	0.49	525,613	0.67

** based on 77,913,724 Charles Taylor Shares in issue on 18 September 2019, being the last Business Day prior to the date of this Announcement.*

These Charles Taylor Directors have given irrevocable undertakings to vote, or to procure voting, in favour of the Scheme, or, in the event the Proposed Acquisition is effected by way of a Takeover Offer, to accept or procure the acceptance of the Takeover Offer in accordance with the procedure set out in the relevant offer document containing such Takeover Offer, in respect of the number of Charles Taylor Shares set out in column (2) above.

In addition, certain of these Charles Taylor Directors have also given irrevocable undertakings to use all reasonable endeavours to procure that their close relatives who hold Charles Taylor Shares vote, or procure voting, in favour of the Scheme, or, in the event the Proposed Acquisition is effected by way of a Takeover Offer, accept or procure the acceptance of the Takeover Offer in accordance with the procedure set out in the relevant offer document containing such Takeover Offer, in respect of the number of Charles Taylor Shares set out in column (4) above.

These irrevocable undertakings cease to be binding if: (i) where the Offer is to be implemented by way of the Scheme, if the Scheme does not become effective on or before the Long Stop Date, provided that the reason is not because LMP Bidco has elected to proceed by way of a Takeover Offer, rather than the Scheme; (ii) where the Offer is to be implemented by way of a Takeover Offer, if the relevant offer document is not despatched to Charles Taylor Shareholders on or before the date falling 28 days after the date of the firm announcement of such Offer or such later time as may be

agreed by the Panel; (iii) LMP Bidco announces that it no longer intends to make or proceed with the Proposed Acquisition; (iv) if the Offer, whether to be implemented as a Scheme or a Takeover Offer, lapses or is withdrawn and LMP Bidco announces that it does not intend to proceed with the Proposed Acquisition; (v) if the Offer, whether to be implemented as a Scheme or a Takeover Offer, lapses or is withdrawn (which for the avoidance of doubt shall not include any suspension of the timetable applicable to any Scheme) and no revised or replacement Scheme or Offer has been announced by LMP Bidco, in accordance with the Code, within five (5) Business Days of such lapsing or withdrawal; or (vi) if (x) any other scheme of arrangement under section 895 of the Companies Act in respect of Charles Taylor becomes effective in accordance with its terms; or (y) any other offer made for the entire ordinary share capital of Charles Taylor becomes or is declared wholly unconditional.

Subject to the above, the terms of the irrevocable undertakings from each of the Charles Taylor Directors will continue to be binding in the event a higher competing offer is made for Charles Taylor.

APPENDIX IV
DEFINITIONS

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

“Amended Charles Taylor Articles”	the articles of association of Charles Taylor as at the Announcement Date, as amended to incorporate provisions requiring any Charles Taylor Shares issued after the Scheme Record Time (other than to LMP Bidco and/or its nominees) to be automatically transferred to LMP Bidco on the same terms as the Offer (other than to timings and formalities), such proposed amendments to be set out in full in the notice of the General Meeting;
“Announcement”	this announcement made in accordance with Rule 2.7 of the Code;
“Announcement Date”	19 September 2019;
“Authorisations”	regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals;
“Bermuda Insurance Act”	the Insurance Act 1978 and related regulations, each as amended;
“Bermuda Insurer”	the Class 3 insurer in the Charles Taylor Group;
“BMA”	the Bermuda Monetary Authority;
“Board of Directors”, “Board” or “board”	the board of directors of the relevant company;
“Business Day”	a day (other than Saturdays, Sundays and public holidays in the UK) on which banks are open for business in the City of London;
“Charles Taylor” or the “Company”	Charles Taylor plc;
“Charles Taylor Directors”	the directors of Charles Taylor;
“Charles Taylor Group”	Charles Taylor and its subsidiary undertakings and, where the context permits, each of them;
“Charles Taylor Shares”	the existing unconditionally allotted or issued and fully paid ordinary shares of 1 pence each in the capital of Charles Taylor and any further such ordinary shares which are unconditionally allotted or issued before the Scheme becomes effective;

“Charles Taylor Shareholders” or “Shareholders”	the holders of Charles Taylor Shares;
“Charles Taylor Share Plans”	the Charles Taylor Long Term Incentive Plan, the Charles Taylor Deferred Annual Bonus Plan, the Charles Taylor Retention Share Award Plan, the Charles Taylor Restricted Share Plan and the Charles Taylor Save as You Earn Plan;
“City Code” or “Code”	the City Code on Takeovers and Mergers;
“close relative”	has the meaning given to it in the Code;
“Closing Price”	the closing middle market price of a Charles Taylor Share on a particular trading day as derived from the Daily Official List;
“CMA Phase 2 Reference”	a reference of the Offer to the chair of the Competition and Markets Authority for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013;
“Co-Investment Agreements”	has the meaning given to it in paragraph 13 of this Announcement;
“Companies Act”	the Companies Act 2006, as amended;
“Competition and Markets Authority”	a UK statutory body established under the Enterprise and Regulatory Reform Act 2013;
“Conditions”	the conditions to the implementation of the Offer, as set out in Appendix I to this Announcement and to be set out in the Scheme Document;
“Confidentiality Agreement”	the confidentiality agreement entered into between Charles Taylor and Lovell Minnick Partners on 22 August 2019;
“Co-operation Agreement”	the co-operation agreement entered into between Charles Taylor and LMP Bidco on the Announcement Date;
“Court”	the High Court of Justice in England and Wales;
“Court Meeting”	the meeting of Charles Taylor Shareholders to be convened pursuant to an order of the Court under the Companies Act for the purpose of considering and, if thought fit, approving the Scheme, including any adjournment thereof;
“Court Order”	the order of the Court sanctioning the Scheme;
“CREST”	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear UK and Ireland Ltd;

“Daily Official List”	the Daily Official List published by the London Stock Exchange;
“Dealing Disclosure”	has the same meaning as in Rule 8 of the Code;
“Disclosed”	the information disclosed by, or on behalf, of Charles Taylor, (i) in the annual report and accounts of the Charles Taylor Group for the financial year ended 31 December 2018; (ii) in any other announcement to a Regulatory Information Service by, or on behalf of Charles Taylor prior to the publication of this Announcement; (iii) filings made with the Registrar of Companies and appearing on Charles Taylor’s file at Companies House within the last two years; (iv) as otherwise fairly disclosed to LMP Bidco (or its respective officers, employees or professional advisers) on or prior to the date of this Announcement (including all matters fairly disclosed in the written replies, correspondence, documentation and information provided in an electronic data room or sent to Lovell Minnick, LMP Bidco or any of its professional advisers during the due diligence process and whether or not in response to any specific request for information made by Lovell Minnick, LMP Bidco or any of its professional advisers); or (v) in this Announcement;
“Effective Date”	the date on which the Scheme becomes effective;
“Equity Commitment Letters”	the equity commitment letters each dated 19 September 2019 from Pantheon to LM Freeway Co-Investment LP; and from the Lovell Minnick Funds to LMP Bidco, in each case entered into in connection with the Proposed Acquisition;
“Excluded Shares”	any Charles Taylor Shares (i) held or beneficially owned by LMP Bidco or Lovell Minnick or (ii) held in treasury by Charles Taylor;
“FCA”	the Financial Conduct Authority;
“General Meeting”	the general meeting of Charles Taylor Shareholders (including any adjournment thereof) to be convened in connection with the Scheme;
“Interim 2019 Dividend”	has the meaning given to it in paragraph 18 of this Announcement;
“Liberum”	Liberum Capital Limited;
“Listing Rules”	the listing rules made by the FCA;
“Lloyd’s”	the Society and Corporation of Lloyd’s created and governed by the Lloyd’s Acts 1871 to 1982, including the Council of Lloyd’s

	(and its delegates and other persons through whom the Council may act), as the context may require;
“LMP Bidco”	Jewel Bidco Limited, a company incorporated in England and Wales (registered number 12204354) whose registered office is at Fifth Floor, 100 Wood Street, London, EC2V 7EX;
“London Stock Exchange”	the London Stock Exchange plc;
“Long Stop Date”	19 March 2020, or such later date (if any) as LMP Bidco and Charles Taylor may agree in writing and (if required) the Panel and the Court may allow;
“Lovell Minnick”	Lovell Minnick Partners LLC and its affiliates;
“Lovell Minnick Funds”	Lovell Minnick Equity Partners V LP and Lovell Minnick Equity Partners V-A LP;
“Lovell Minnick Partners”	Lovell Minnick Partners LLC;
“Meetings”	the Court Meeting and the General Meeting and “Meeting” means any of them;
“Member State”	a member state of the European Union from time to time;
“Offer”	the recommended cash offer pursuant to which LMP Bidco will acquire the entire issued and to be issued share capital of Charles Taylor;
“Offer Period”	the offer period (as defined by the Code) relating to Charles Taylor, which commenced on the date of this Announcement;
“Offer Price”	315 pence for each Charles Taylor Share;
“Official List”	the Official List maintained by the FCA;
“Opening Position Disclosure”	has the same meaning as in Rule 8 of the Code;
“Overseas Shareholders”	Charles Taylor Shareholders (or nominees of, or custodians or trustees for Charles Taylor Shareholders) not resident in, or nationals or citizens of, the United Kingdom;
“Panel”	the Panel on Takeovers and Mergers;
“Pantheon”	Pantheon International Plc, Pantheon Access Co-Investment Program, L.P. – Series 102, Pantheon Multi-Strategy Co-Investment Program 2014, L.P. – Series 200, Pantheon Global GT Fund, L.P. and Pantheon Global HO Fund, L.P., each of which entities is managed or advised by Pantheon Ventures (UK) LLP and/or Pantheon Ventures (US) LP (each of which is

	a member of the Pantheon Group);
“Pantheon Group”	the subsidiaries and subsidiary undertakings of Pantheon Ventures Inc. and AMG Plymouth UK Holdings Limited and includes operating entities principally based in the US (San Francisco and New York), UK (London), Hong Kong, Guernsey and Dublin. Pantheon Ventures Inc. and Pantheon Ventures (US) LP are registered as investment advisors with the U.S. Securities and Exchange Commission (“SEC”); Pantheon Securities, LLC. is a broker dealer registered with the SEC and is a member of the Financial Industry Regulatory Authority (“FINRA”). Pantheon Ventures (UK) LLP is authorised and regulated by the Financial Conduct Authority (“FCA”) in the United Kingdom. Pantheon Ventures (HK) LLP is regulated by the Securities and Futures Commission in Hong Kong. Pantheon Ventures (Guernsey) Ltd and a number of other Pantheon entities incorporated in Guernsey are regulated by the Guernsey Financial Services Commission. Pantheon Ventures (Asia) Limited is registered as a Type II Financial Instruments Business and Investment Advisory and Agency Business Operator with the Kanto Local Finance Bureau in Japan (KLFB);
“paragraph”	a paragraph of this Announcement;
“PRA”	Prudential Regulation Authority;
“Proposed Acquisition”	the proposed acquisition of Charles Taylor by LMP Bidco pursuant to the terms of the Offer;
“RBC”	RBC Europe Limited;
“Registrar of Companies”	the Registrar of Companies in England and Wales;
“Regulatory Information Service”	any of the services set out in Appendix III to the Listing Rules;
“relevant securities”	means relevant securities (as defined in the Code) of Charles Taylor;
“Restricted Jurisdiction”	any jurisdiction where local law or regulation may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Offer is sent or made available to Charles Taylor Shareholders in that jurisdiction;
“Rothschild & Co”	N.M. Rothschild & Sons Limited;
“Scheme”	the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Charles Taylor and the Scheme

Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Charles Taylor and LMP Bidco;

“Scheme Court Hearing”	the Court hearing at which the Court Order is sought, which will take place not less than 10 Business Days after the satisfaction (or, where relevant, waiver) of the Conditions in paragraphs 5 to 9 of Appendix I to this Announcement;
“Scheme Document”	the document to be sent to Charles Taylor Shareholders containing, amongst other things, the Scheme and the notices convening the Court Meeting and the General Meeting;
“Scheme Record Time”	the time and date specified in the Scheme Document, expected to be 6.00 p.m. on the Business Day immediately after the date of the Scheme Court Hearing;
“Scheme Shareholders”	the holders of Scheme Shares;
“Scheme Shares”	<p>all Charles Taylor Shares:</p> <ul style="list-style-type: none">(i) in issue at the date of the Scheme Document;(ii) (if any) issued after the date of the Scheme Document but before the Scheme Voting Record Time; and(iii) (if any) issued at or after the Scheme Voting Record Time and before the Scheme Record Time on terms that the original or any subsequent holders thereof are bound by the Scheme or in respect of which such holders are, or shall have agreed in writing to be, so bound, <p>but excluding any Excluded Shares;</p>
“Scheme Voting Record Time”	the date and time to be specified in the Scheme Document by which entitlement to vote at the Court Meeting will be determined;
“Significant Interest”	in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking;
“Takeover Offer”	a takeover offer (as defined in section 974 of the Companies Act) implemented under Part 28 of the Companies Act;
“Third Party”	each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body,

employee representative body or any other body or person whatsoever in any jurisdiction;

“ United Kingdom ” or “ UK ”	the United Kingdom of Great Britain and Northern Ireland;
“ United States ” or “ US ”	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof;
“ US Exchange Act ”	US Securities Exchange Act of 1934;
“ Wider Charles Taylor Group ”	Charles Taylor and associated undertakings and any other body corporate, partnership, joint venture or person in which Charles Taylor and such undertakings (aggregating their interests) have a Significant Interest; and
“ Wider Lovell Minnick Group ”	Lovell Minnick, funds managed by Lovell Minnick, LMP Bidco and their respective associated undertakings and any other body corporate, partnership, joint venture or person in which Lovell Minnick and all such undertakings (aggregating their interests) have a Significant Interest, excluding for the purposes of this definition any portfolio company of Lovell Minnick or funds managed by Lovell Minnick, and member of the Wider Lovell Minnick Group shall be construed accordingly.

For the purposes of this Announcement, “**subsidiary**”, “**subsidiary undertaking**”, “**undertaking**” and “**associated undertaking**” have the respective meanings given thereto by the Companies Act.

All references to “**pounds**”, “**pounds Sterling**”, “**Sterling**”, “**GBP**”, “**£**”, “**pence**”, “**penny**” and “**p**” are to the lawful currency of the United Kingdom.

All the times referred to in this Announcement are London times unless otherwise stated. References to the singular include the plural and vice versa.

SCHEDULE 2

CHARLES TAYLOR SHARE PLANS AND RETENTION ARRANGEMENTS

Charles Taylor and LMP Bidco agree that the following arrangements will, where appropriate and subject to the Acquisition becoming effective in all respects, be implemented with respect to the Charles Taylor Share Plans and certain employment arrangements.

Appropriate Proposals

1. Subject to applicable confidentiality, legal and regulatory requirements, Charles Taylor agrees to cooperate with and provide such details to LMP Bidco in relation to the Charles Taylor Share Plans as LMP Bidco may reasonably require in order to make appropriate proposals to the participants in the Charles Taylor Share Plans, as provided for in Rule 15 of the Code (the “**Proposals**”), including the proposals as set out in paragraphs 6 to 18 below. The Proposals will take the form of a joint proposal from Charles Taylor and LMP Bidco to participants in the Charles Taylor Share Plans which will be sent by Charles Taylor at a time agreed with LMP Bidco. Charles Taylor has confirmed that the only share incentive arrangements it operates as at the date of this Agreement are the Charles Taylor Share Plans and has provided LMP Bidco with accurate details of all subsisting options and awards to acquire Charles Taylor Shares under the Charles Taylor Share Plans, including, for the avoidance of doubt, ‘phantom’ or cash-settled options and awards as at the date of this Agreement, together with details of all options and awards (including, for the avoidance of doubt, any dividend equivalent payments settled in Charles Taylor Shares) expected to be granted between the date of this Agreement and the Effective Date, as set out below. Charles Taylor has confirmed that, other than as specifically provided for in this Schedule 2, Charles Taylor has not agreed to make any payment, provide any benefit or make any award of cash or Shares to any Charles Taylor Directors or any employees of the Charles Taylor Group in connection with, or arising as a consequence of, the Acquisition.

Plan	Outstanding / promised awards (including dividend equivalents)
Long Term Incentive Plan	1,298,086
Deferred Annual Bonus Plan	2,413,993
Retention Share Award Plan	601,219
Restricted Share Plan	609,833
Sharesave Scheme	1,186,758
Total	6,109,889

2. LMP Bidco agrees that where any of the Charles Taylor Share Plans provides for the exercise of discretion (including in respect of performance conditions), the exercise of any such discretion shall be a matter solely for the Charles Taylor Remuneration Committee and the Charles Taylor Remuneration Committee agrees that it will exercise its discretion in a manner that is consistent with this Schedule 2, save that when exercising its discretion, the Charles Taylor Remuneration Committee may take into account a material event (such as a reorganisation of the Charles Taylor Group or in consideration of any change or proposed change in accounting policy) which occurs between the date of this Agreement and the date of the Acquisition (the “**Material Event**”) provided that (i) the Charles Taylor Remuneration Committee could not have been aware of the Material Event at the date of this Agreement; and (ii) the effect of the Material Event is such that it would be unreasonable for the Charles Taylor Remuneration Committee not to take the Material Event into account. If a Material

Event occurs, the Charles Taylor Remuneration Committee agrees to exercise its discretion so far as it can in a manner consistent with Schedule 2.

3. LMP Bidco agrees that, from the date of this Agreement and subject to paragraph 20 below, Charles Taylor may satisfy the exercise of any options granted under the Charles Taylor Long Term Incentive Plan, the Charles Taylor Deferred Annual Bonus Plan and the Charles Taylor Sharesave Scheme (defined below) with newly issued shares. LMP Bidco further agrees that subject to paragraph 20 below (and provided that this does not affect the terms of the Acquisition (including, but without limitation of the foregoing, the Acquisition Price), Charles Taylor may fund the trustee of the Charles Taylor Employees' Share Ownership Plan with sufficient funds to acquire shares by market or off-market purchase in order to satisfy the vesting of awards granted under the Charles Taylor Restricted Share Plan.
4. If the Acquisition is effected by way of a Scheme, Charles Taylor and LMP Bidco agree that shareholder approval will be sought for an amendment to the articles of association of Charles Taylor so that any Charles Taylor Shares issued after the Scheme record time pursuant to the exercise of options or vesting of awards under the Charles Taylor Share Plans will be compulsorily acquired by LMP Bidco on the same terms as were available to other Charles Taylor Shareholders under the Scheme.
5. Charles Taylor and LMP Bidco agree that, subject to paragraph 2, it is proposed that the treatment of options and awards under the Charles Taylor Share Plans shall be as set out in paragraphs 6 to 18 below.

Charles Taylor Sharesave Scheme (“Sharesave Scheme”)

6. The Proposals to participants in the Charles Taylor Sharesave Scheme will take the form of participants' options becoming exercisable immediately on the sanction of the Scheme by the Court, with such options remaining exercisable for one month from such date, to the extent of the participants' accrued savings and interest (if any) under the linked savings arrangements.
7. LMP Bidco agrees that the Charles Taylor Remuneration Committee may make such amendments to Part A of the Charles Taylor Sharesave Scheme in accordance with the applicable legislation as the Charles Taylor Remuneration Committee considers necessary or desirable in order to facilitate the exercise of options without an income tax charge arising.

Sharesave Scheme Compensation Payment

8. LMP Bidco agrees that Charles Taylor may make an additional payment to each participant in the Charles Taylor Sharesave Scheme (provided that such participants exercise their options on the sanction of the Scheme by the Court to the fullest extent possible, with the result that the remainder of their options lapse immediately for no payment) equal to (i) the difference between the Acquisition Price and the exercise price per share of the participant's option; multiplied by (ii) the number of Charles Taylor Shares under the proportion of the option which lapses. The payment will be made subject to deductions and withholding for income tax and social security contributions (or, in each case, similar liabilities) arising in respect of such payment.

Charles Taylor Long Term Incentive Plan (the “LTIP”)

9. The Proposals to participants in the LTIP will take the form of their awards vesting on sanction of the Scheme by the Court, subject to assessment of the performance conditions and time pro-rating as outlined in paragraphs 10 to 12 below.

10. For LTIP awards granted in 2017 (“**2017 LTIP Awards**”), after performance measurement, time pro-rating shall be applied and the remainder of the 2017 LTIP Awards shall lapse for no payment on sanction of the Scheme by the Court.
11. For LTIP awards granted in 2018 and 2019 (“**2018 LTIP Awards**” and “**2019 LTIP Awards**” respectively), after performance measurement, the Charles Taylor Remuneration Committee will exercise its discretion to partially waive time pro-rating to enable not more than 90% of the performance vested 2018 LTIP Awards and not more than 85% of the performance vested 2019 LTIP Awards to vest in connection with the Acquisition (the “**Vested LTIP Awards**”). Settlement for the Vested LTIP Awards will be made in two tranches: the first tranche will be settled on sanction of the Scheme by the Court and the number of Shares delivered shall be calculated by applying strict time pro-rating. Settlement of the second tranche shall be deferred and payable in cash on the original (normal) vesting date relating to such awards (being April 2021 for 2018 LTIP Awards and April 2022 for 2019 LTIP Awards) subject to paragraph 12 below (the “**LTIP Deferred Payment**”). The LTIP Deferred Payment shall be calculated by multiplying (i) the number of Shares subject to the tranche of the Vested LTIP Award not settled on sanction of the Scheme by the Court by (ii) the Acquisition Price. Any part of the 2018 LTIP Awards and 2019 LTIP Awards that does not vest on sanction of the Scheme by the Court will lapse immediately on that date for no payment.
12. The LTIP Deferred Payment shall be subject to the leaver provisions contained in Rule 7 of the LTIP rules provided that, for these purposes, Rule 7.2 of the LTIP shall also be deemed to apply to an individual who is finally determined by a court of England & Wales to have been constructively dismissed. No performance conditions shall apply in respect of the LTIP Deferred Payment.
13. Dividend equivalents shall be payable to LTIP participants in respect of the 2017 LTIP Awards and the proportion of the 2018 LTIP Awards and 2019 LTIP Awards that vest on sanction of the Scheme by the Court. Dividend equivalents shall be calculated by reference to dividends in respect of which the dividend record date precedes the sanction of the Scheme by the Court and in accordance with the LTIP rules. For the avoidance of doubt, dividend equivalents will not apply in respect of the proportion of the 2018 LTIP Awards or 2019 LTIP Awards that do not vest on sanction of the Scheme by the Court or in respect of the LTIP Deferred Payment.

Charles Taylor Deferred Annual Bonus Plan

14. The Proposals to participants in the Charles Taylor Deferred Annual Bonus Plan will take the form of their awards vesting in full immediately on the sanction of the Scheme by the Court with no dividend equivalent payments.

Charles Taylor Retention Share Award Plan

15. The Proposals to participants in the Charles Taylor Retention Share Award Plan will take the form of their awards vesting in full immediately on the sanction of the Scheme by the Court and shall be settled in cash.

Charles Taylor Restricted Share Plan (“RSP”)

16. The Proposals to participants in the Charles Taylor RSP will take the form of their awards vesting, as outlined in paragraphs 17 and 18 below.
17. The Charles Taylor Remuneration Committee shall exercise its discretion to waive the performance conditions and time pro-rating relating to RSP awards. Settlement for the vested RSP awards will be made in two tranches: the first tranche will be settled on sanction of the Scheme by the Court and the number of Shares delivered shall be calculated by applying strict time pro-rating. Settlement of the second tranche shall be deferred and payable in cash on the original (normal) vesting date relating to such awards, subject to paragraph 18 below (the “**RSP Deferred Payment**”). The RSP Deferred

Payment shall be calculated by multiplying (i) the number of Shares subject to the tranche of the vested RSP awards not settled on sanction of the Scheme by the Court by (ii) the Acquisition Price.

18. The RSP Deferred Payment shall be subject to the leaver provisions contained in Rule 7 of the RSP rules provided that, for these purposes, Rule 7.2 shall also be deemed to apply to an individual who is finally determined by a court of England & Wales to have been constructively dismissed. No performance conditions shall apply in respect of the RSP Deferred Payment.

Retention

19. LMP Bidco notes that Charles Taylor will put in place such retention arrangements as it considers appropriate for its employees (excluding any individuals who are at the date of sanction of the Scheme by the Court participants in the LTIP), in respect of the period up to 6 months following completion of the Acquisition at a total cost of not more than £500,000.

Employee Trust

20. Charles Taylor has confirmed and provided LMP Bidco with accurate details of the assets and liabilities of the Charles Taylor Employees' Share Ownership Plan. Charles Taylor agrees to recommend to the trustee of the Charles Taylor Employees' Share Ownership Plan (the "Trustee") that the Trustee will, in priority to the repayment of any outstanding loan and/or to the issue of Shares by Charles Taylor, use the Shares comprised in the trust fund to satisfy any exercise of options or vesting of awards which occurs in connection with the Offer. Charles Taylor further agrees to recommend to the Trustee that any assets held in the Charles Taylor Employees' Share Ownership Plan not comprised of Shares, if any, and the net cash proceeds from the sale of those assets (together with any surplus cash in the Charles Taylor Employees' Share Ownership Plan following the Effective Date) to repay to the maximum extent possible any loans from Charles Taylor to the Trustee.

Future incentive arrangements

21. LMP Bidco intends to put in place incentivisation arrangements for certain managers and employees of Charles Taylor following completion of the Acquisition, on terms to be determined at the appropriate time.

Ordinary course of business arrangements

22. LMP Bidco acknowledges and agrees that prior to the Effective Date, Charles Taylor will carry out annual (and other periodic) pay reviews and appraisals, promotion rounds and bonus determinations in the ordinary course of business (and, if applicable, in accordance with the applicable Charles Taylor Share Plan) in accordance with Charles Taylor's remuneration policy and consistent with normal Charles Taylor practice. LMP Bidco acknowledges and agrees that bonus determinations for any Charles Taylor financial year up to and including the financial year in which sanction of the Scheme by the Court occurs will be undertaken by the Charles Taylor Remuneration Committee (or, if the bonus determination date falls after the Effective Date, any new governance structure in place at the relevant time) and determined and paid by Charles Taylor in accordance with Charles Taylor's remuneration policy and consistent with normal Charles Taylor practice, including in relation to the deferral of bonus payment amounts (save that where deferral of part of a bonus would have resulted in the recipient receiving an award under the DABP, the deferred part of the bonus may be payable in cash, the right to which shall be equivalent to the terms and conditions of the DABP).
23. Participants in the Charles Taylor Share Plans who have ceased to be Charles Taylor employees, as at the date of this agreement, but who have been permitted to retain their options or awards in accordance with the rules of the applicable Charles Taylor Share Plan will be subject to the terms of this Schedule in respect of those options or awards (as applicable). Participants in the Charles Taylor Share Plans who cease (or agree to cease) to be Charles Taylor employees between the date of this Agreement and

the Effective Date, shall be treated in accordance with (i) the leaver provisions contained in the applicable Charles Taylor Share Plan, and (ii) normal Charles Taylor practice and, subject to the foregoing, if they are permitted to retain all or a proportion of their options or awards following the cessation of their employment, they shall also be subject to the terms of this Schedule (unless otherwise agreed between Charles Taylor and LMP Bidco).

Tax deductions and withholdings

- 24.** Any payments made under this Schedule 2 shall be made via the applicable Charles Taylor employing company payroll and subject to deductions for all applicable income tax and national insurance contributions (or, in each case, similar liabilities in any jurisdiction) as required by law.