

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to what action you should take, you are recommended to seek your own advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under FSMA if you are in the United Kingdom, the Financial Services (Jersey) Law 1998 if you are in Jersey, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.

If you have sold or otherwise transferred all of your Tarsus Shares, please send this document and any reply-paid envelope (but not any accompanying personalised Forms of Proxy) at once to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or transfer was effected for onward delivery to the purchaser or transferee. However, such documents should not be forwarded, distributed or transmitted in, into or from any jurisdiction in which such act would constitute a violation of the relevant laws of such jurisdiction. If you sell or have sold or otherwise transferred only part of your holding of Tarsus Shares, you should retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise had transferred to you Tarsus Shares in certificated form, notwithstanding receipt of this document and any accompanying documents from the transferor, you should contact Link Asset Services on the telephone number set out below to obtain personalised Forms of Proxy.

The release, publication or distribution of this document and the accompanying documents in, into or from jurisdictions other than the United Kingdom or Jersey may be restricted by the laws of those jurisdictions and, therefore, persons into whose possession this document (and the accompanying documents) comes should inform themselves about, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

Neither this document nor any of the accompanying documents do, or are intended to, constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This document is not a prospectus.

A copy of this document will be published on Tarsus' website (www.tarsus.com) and on Bidco's website (www.charterhouse.co.uk) by no later than 12:00 noon on the business day following the publication of this document, and will continue to be made available on each such website during the Offer Period.

**Recommended cash acquisition of
TARSUS GROUP PLC
by
TIGER ACQUISITIONS UK LIMITED**

**a wholly-owned indirect subsidiary of funds advised by Charterhouse Capital Partners LLP
to be effected by means of a scheme of arrangement
under Article 125 of the Companies (Jersey) Law 1991, as amended**

This document sets out details of the Acquisition, to be effected by means of a scheme of arrangement under Article 125 of the Jersey Companies Law. This document should be read as a whole, together with the accompanying Forms of Proxy. Your attention is drawn, in particular, to the letter from the Chairman of the Committee of Independent Tarsus Directors in Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*) of this document, which contains the unanimous recommendation of the Independent Tarsus Directors that you vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting. A letter from Deutsche Bank explaining the Scheme appears in Part 2 (*Explanatory Statement*) of this document. This constitutes an explanatory statement in compliance with Article 126 of the Jersey Companies Law.

Notices of the Court Meeting and the General Meeting, each of which will be held at The Malton Room, Radisson Blu Hotel, Dublin Airport, Dublin, Ireland on 11 July 2019, are set out in, respectively, Part 8 (*Notice of Court Meeting*) and Part 9 (*Notice of General Meeting*) of this document. The Court Meeting will start at 1:00 p.m. and the General Meeting at 1:15 p.m., or as soon thereafter as the Court Meeting is concluded or adjourned.

The actions to be taken by Tarsus Shareholders in relation to the Court Meeting and the General Meeting are set out on pages 2 to 4 of this document and in paragraph 12 of Part 2 (*Explanatory Statement*) of this document.

Certain terms used in this document are defined in Part 7 (*Definitions*) of this document.

ACTION TO BE TAKEN

The information on pages 2 to 4 of this document should be read in conjunction with the rest of this document and, in particular, the section headed "Actions to be taken" set out in paragraph 12 of Part 2 (*Explanatory Statement*) of this document and the notices of the Court Meeting and the General Meeting set out in, respectively, Part 8 (*Notice of Court Meeting*) and Part 9 (*Notice of General Meeting*) of this document.

Voting at the Court Meeting and the General Meeting

Tarsus Shareholders who are entitled to vote at the Court Meeting and the General Meeting may do so by returning completed Forms of Proxy (as explained below) or by attending and voting at those Meetings in person.

The return of a completed Form of Proxy or the appointment of a proxy electronically (via CREST) will not preclude a Tarsus Shareholder from attending, speaking and voting in person at either Meeting, or any adjournment thereof, if they are entitled to do so.

Whether or not you plan to attend the Meetings, Tarsus Shareholders are asked to complete and return the enclosed BLUE and WHITE Forms of Proxy in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Tarsus' registrar, Link Asset Services, not later than 48 hours before the start of the relevant Meeting (or adjourned Meeting), excluding any part of a day that is not a business day. Tarsus Shareholders who hold Tarsus Shares in CREST may appoint a proxy through the CREST electronic proxy appointment service.

The Scheme will require approval at a meeting of Independent Scheme Shareholders pursuant to an Act of Court (referred to in this document as the Court Meeting) to be held at The Malton Room, Radisson Blu Hotel, Dublin Airport, Dublin, Ireland on 11 July 2019 at 1:00 p.m. Implementation of the Scheme will also require approval of Tarsus Shareholders at the General Meeting, to be held on the same date at the same place at 1:15 p.m., or as soon thereafter as the Court Meeting is concluded or adjourned.

Tarsus Shareholders entitled to attend and vote at the Meetings are entitled to appoint a proxy to exercise all or any of their rights to attend, speak and vote at the Meetings. A proxy need not be a Tarsus Shareholder.

If you wish to appoint more than one proxy in respect of your shareholding, please contact Link Asset Services on the number provided below to obtain (an) additional Form(s) of Proxy. Alternatively, you may photocopy the enclosed Form of Proxy or, if you are a CREST member, please follow the procedures set out in the CREST Manual.

IT IS IMPORTANT THAT, FOR THE COURT MEETING, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR AND REASONABLE REPRESENTATION OF INDEPENDENT SCHEME SHAREHOLDER OPINION. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE, SIGN AND RETURN YOUR FORMS OF PROXY OR APPOINT A PROXY THROUGH THE CREST ELECTRONIC PROXY APPOINTMENT SERVICE (AS APPROPRIATE) AS SOON AS POSSIBLE.

Sending Forms of Proxy by post or by hand

Tarsus Shareholders will find enclosed with this document:

- 1 a BLUE Form of Proxy for use in connection with the Court Meeting; and
- 2 a WHITE Form of Proxy for use in connection with the General Meeting.

Please complete and sign the enclosed Forms of Proxy in accordance with the instructions printed on them and return them, either by post or (during normal business hours only) by hand, to Link Asset Services, PXS 1, 34 Beckenham Road, Beckenham, Kent BR3 4TU, so as to be received as soon as possible and in any event not later than the relevant time set out below:

- BLUE Forms of Proxy for the Court Meeting: 1:00 p.m. on 9 July 2019; and
- WHITE Forms of Proxy for the General Meeting: 1:15 p.m. on 9 July 2019,

or, if either Meeting is adjourned, the relevant Form of Proxy must be received not later than 48 hours before the time fixed for the adjourned Meeting, excluding any part of a day that is not a

business day. For your convenience, a freepost facility (for use in the UK only) has been provided with respect to the Forms of Proxy.

If the BLUE Form of Proxy for the Court Meeting is not returned by the relevant time, it may be handed to the Chairman of the Court Meeting, or to a representative of Link Asset Services on behalf of the Chairman, at the Court Meeting and will still be valid. However, in the case of the General Meeting, if the WHITE Form of Proxy is not returned by the time stated above, it will be invalid.

Tarsus Shareholders are entitled to appoint a proxy in respect of some or all of their Tarsus Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different Tarsus Share or Tarsus Shares held by that Tarsus Shareholder. Tarsus Shareholders who wish to appoint more than one proxy in respect of their holding of Tarsus Shares should contact Link Asset Services for further Forms of Proxy (or photocopy the enclosed forms).

Electronic appointment of proxies through CREST

If you hold Tarsus Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for either or both of the Meetings (or any adjourned Meeting) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual (available via www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear’s specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Link Asset Services (issuer’s agent ID RA10) not later than 48 hours before the time fixed for the Court Meeting or General Meeting (or adjourned Meeting), as applicable, in each case excluding any part of a day that is not a business day. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Asset Services is able to retrieve the message by enquiry to CREST in the manner required by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to Link Asset Services through other means.

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

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

Further information about proxies and voting

Further information in relation to the appointment of proxies for, and voting at, the Meetings is set out in paragraph 12 of Part 2 (*Explanatory Statement*) of this document, in the notices of the Meetings set out in, respectively, Part 8 (*Notice of Court Meeting*) and Part 9 (*Notice of General Meeting*) of this document, and in the instructions printed on the Forms of Proxy.

Helpline

If you have any questions about this document, the Court Meeting or the General Meeting, or are in any doubt as to how to complete and/or return the Forms of Proxy, please telephone Link Asset Services on 0371 664 0321 (from within the UK) or +44 (0)371 664 0321 (from outside the UK). Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. and 5:30 p.m., Monday to Friday, excluding public holidays in England and Wales. Please note that Link Asset Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

IMPORTANT NOTICES

The release, publication or distribution of this document, in whole or in part, in, into or from jurisdictions other than the United Kingdom and Jersey may be restricted by law. Any persons who receive or are able to access this document (and the accompanying documents) who are subject to the laws of any jurisdiction other than the United Kingdom or Jersey should inform themselves about, and observe, all such restrictions. In particular, the ability of persons who are not resident in the United Kingdom or Jersey to vote their Tarsus Shares at the Court Meeting and/or the General Meeting, or to execute and deliver Form(s) of Proxy appointing another person to vote their Tarsus Shares at the Meetings on their behalf, may be affected by the laws of the relevant jurisdiction in which they are located. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this document or any accompanying document to any jurisdiction outside the United Kingdom or Jersey should refrain from doing so and seek appropriate professional advice before taking any action. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of such jurisdiction. To the fullest extent permitted by applicable law, the companies and other persons involved in the Acquisition disclaim any responsibility and liability for the violation of such restrictions by any person or any other failure to satisfy any applicable laws, regulations or requirements.

This document does not constitute an offer or invitation to purchase or subscribe for any securities or a solicitation of an offer to buy any securities pursuant to this document or otherwise in any jurisdiction in which such offer or solicitation is unlawful. This document has been prepared for the purposes of complying with Jersey law, English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside Jersey or the United Kingdom.

This document, in particular, the letter from the Chairman of the Committee of Independent Tarsus Directors in Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*) and the Explanatory Statement in Part 2 (*Explanatory Statement*) of this document, has been prepared solely to assist Tarsus Shareholders in deciding how to vote on the Scheme. The summary of the principal provisions of the Scheme contained in this document is qualified in its entirety by reference to the Scheme itself, the full text of which is set out in Part 4 (*The Scheme of Arrangement*) of this document. Tarsus Shareholders are urged to read and consider carefully the text of the Scheme itself.

No person has been authorised to make any representation(s) on behalf of Tarsus or Bidco concerning the Acquisition, the Scheme or any related matter which is or are inconsistent with the statements contained in this document (or any of them).

Tarsus Shareholders should not construe anything contained in this document as legal, financial or tax advice and should consult their own professional advisers for any such advice.

The statements contained in this document are made as at the date of this document, unless some other date is specified in relation to them, and service of this document shall not give rise to any implication that there has been no change in the facts set out in this document since such date. Nothing in this document shall be deemed to be a forecast, projection or estimate of the future financial performance of Tarsus, the Wider Tarsus Group, Bidco or the Wider Bidco Group, except where otherwise stated.

Deutsche Bank is authorised under German Banking Law (competent authority: European Central Bank) and, in the UK, by the PRA. It is subject to supervision by the European Central Bank and by BaFin, Germany's Federal Financial Supervisory Authority, and is subject to limited regulation in the UK by the PRA and the FCA. Details about the extent of its authorisation and regulation by the Prudential Regulation Authority, and regulation by the FCA, are available on request or from www.db.com/en/content/eu_disclosures.htm. Deutsche Bank is acting exclusively for Tarsus and no one else in connection with the Acquisition and shall not be responsible to anyone other than Tarsus for providing the protections afforded to clients of Deutsche Bank nor for providing advice in connection with the Acquisition or any matter referred to in this document. To the fullest extent permitted by law, neither Deutsche Bank nor any of its connected persons owe any duty to the recipient in connection with the recipient's use of this document.

Peel Hunt, which is authorised and regulated in the UK by the FCA, is acting exclusively for Tarsus and for no one else in connection with the Acquisition and will not regard any other person as its

client in relation to the matters referred to in this document and will not be responsible to anyone other than Tarsus for providing the protections afforded to clients of Peel Hunt nor for providing advice in relation to the Acquisition or any other matter referred to in this document.

Moelis & Company, which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Charterhouse and Bidco and for no one else in connection with the Acquisition and will not be responsible to anyone other than Charterhouse or Bidco for providing the protections afforded to clients of Moelis & Company nor for providing advice in connection with the matters referred to in this document. Neither Moelis & Company nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Moelis & Company in connection with the Acquisition, any statement contained in this document or otherwise.

Goldman Sachs International, which is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom, is acting exclusively for Charterhouse and Bidco and no one else in connection with the Acquisition and will not be responsible to anyone other than Charterhouse or Bidco for providing the protections afforded to clients of Goldman Sachs International nor for providing advice in relation to the Acquisition or any other matters referred to in this document.

Restricted Jurisdictions

This document will not be made available, directly or indirectly, in or into, or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction, and no person may vote in favour of (or against) the Acquisition by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction. Copies of this document and formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction. Persons receiving this document (including custodians, nominees and trustees) must not distribute or send it, in whole or in part, in, into or from a Restricted Jurisdiction.

Notice to Tarsus Shareholders in the US

The Acquisition relates to shares in a Jersey company and is proposed to be made by means of a scheme of arrangement under Jersey law. US holders of Tarsus Shares should note that the Scheme relates to the shares of a Jersey company that is a “foreign private issuer” as defined under Rule 3b-4 under the US Exchange Act and will be governed by Jersey law. Accordingly, neither the proxy solicitation rules nor the tender offer rules under the US Exchange Act will apply to the Scheme. Moreover, the Scheme will be subject to the disclosure requirements and practices applicable in the United Kingdom and Jersey and under the Code to schemes of arrangement, which differ from the disclosure requirements of the US proxy solicitation rules and tender offer rules. Financial information included in (or incorporated by reference into) this document has been prepared in accordance with accounting standards applicable in the United Kingdom or Jersey that may not be comparable to the standards used in preparing the financial statements of US companies. If Bidco exercises its right to implement the Acquisition by way of a Takeover Offer, such offer will be made in the US in compliance with applicable US securities laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder. Such Takeover Offer would be made in the US by Bidco and no one else.

Neither the SEC nor any US state securities commission has approved or disapproved any offer, or passed comment upon the adequacy or completeness of this document. Any representation to the contrary is a criminal offence in the US.

In accordance with normal United Kingdom practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Bidco or its nominees or brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, Tarsus Shares outside the US, other than pursuant to the Acquisition, until the date on which the Acquisition becomes Effective, lapses or is otherwise withdrawn, in compliance with applicable law, including the US Exchange Act. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases will be disclosed as required in the United Kingdom, will be announced via a Regulatory Information Service and will be available on the

London Stock Exchange website at: <http://www.londonstockexchange.com/prices-and-news/prices-news/home.htm>.

The receipt of cash pursuant to the Scheme by a US holder of Tarsus Shares as consideration pursuant to the terms of the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local tax laws.

Each Tarsus Shareholder is urged to consult his or her own professional advisers immediately regarding the legal and tax consequences of the Scheme applicable to him or her.

Forward-looking statements

This document contains certain forward-looking statements with respect to Charterhouse, Bidco and Tarsus. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as, without limitation, “anticipate”, “target”, “expect”, “estimate”, “intend”, “plan”, “goal”, “believe”, “aim”, “will”, “may”, “hope”, “continue”, “would”, “could” or “should” or other words of similar meaning or the negative thereof. Forward-looking statements include, but are not limited to, statements relating to the following: (i) future capital expenditures, expenses, revenues, economic performance, financial conditions, dividend policy, losses and future prospects, (ii) business and management strategies and the expansion and growth of the operations of Bidco or Tarsus and (iii) the effects of government regulation on the business of Bidco or Tarsus. There are many factors which could cause actual results to differ materially from those expressed or implied in forward-looking statements. Among such factors are changes in global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates and future business combinations or disposals. Such statements are qualified in their entirety by the inherent risks and uncertainties surrounding future expectations.

These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of such persons and the environment in which each will operate in the future. Except as expressly provided in this document, neither they nor any other statements have been reviewed by the auditors of Charterhouse, Bidco or Tarsus. By their nature, these forward-looking statements involve known and unknown risks, and uncertainties because they relate to events and depend on circumstances that will occur in the future. The factors described in the context of such forward-looking statements in this document may cause the actual results, performance or achievements of any such person, or industry results and developments, to be materially different from any results, performance or achievements expressed or implied by such forward-looking statements. No assurance can be given that such expectations will prove to have been correct and persons reading this document are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this document. None of Charterhouse, Bidco, Tarsus, or their respective members, directors, officers, employees, advisers or any person acting on behalf of one or more of them, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this document will actually occur.

None of Charterhouse, Bidco, Tarsus, or their respective members, directors, officers, employees, advisers or any person acting on behalf of one or more of them, has any intention or accepts any obligation to update publicly or revise forward-looking statements, whether as a result of new information, future events or otherwise, except to the extent legally required. All subsequent oral or written forward-looking statements attributable to Charterhouse, Bidco or Tarsus or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above.

None of Charterhouse, Bidco, Tarsus, or their respective members, directors, officers, employees, advisers or any person acting on behalf of one or more of them, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this document will actually occur.

No profit forecasts or estimates

No statement in this document is intended as a profit forecast or profit estimate for any period, and no statement in this document should be interpreted to mean that earnings or earnings per share

for the Company, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per Tarsus Share, as appropriate.

Electronic communications

Addresses, electronic addresses and certain other information provided by Tarsus Shareholders, persons with information rights and other relevant persons for the receipt of communications from the Company may be provided to Bidco during the Offer Period as required under Section 4 of Appendix 4 to the Code.

Dealing disclosure requirements under 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 offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3:30 p.m. (London time) on the business day following the date of the relevant dealing.

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

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

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover 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.

Publication on website and availability of hard copies

In accordance with Rule 26.1 of the Code, a copy of this document will be made available (subject to certain restrictions relating to persons resident in Restricted Jurisdictions), free of charge, on Tarsus' website (www.tarsus.com) and on Bidco's website (www.charterhouse.co.uk) by no later than 12:00 noon on the business day following the date of publication of this document. Save as expressly referred to in this document, the contents of those websites are not incorporated into, and do not form part of, this document.

If you have received this document electronically, you may (in accordance with Rule 30.3 of the Code) request a hard copy of this document, free of charge, by either calling the Company's

registrar, Link Asset Services, on 0371 664 0321 (from within the UK) or +44 (0)371 664 0321 (from outside the UK), or by writing to Link Asset Services, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU. Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. and 5:30 p.m., Monday to Friday, excluding public holidays in England and Wales. Please note that Link Asset Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. For persons who receive a copy of this document in electronic form or via a website notification, a hard copy of this document will not be sent unless so requested. In accordance with Rule 30.3 of the Code, a person so entitled may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.

Rounding

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

Time

All times shown in this document are London times, unless otherwise stated.

Date of publication

This document is dated 17 June 2019.

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Publication of this document	17 June 2019
Latest time for lodging Forms of Proxy, or for appointing proxies electronically via CREST, for the:	
• Court Meeting (BLUE form)	1:00 p.m. on 9 July 2019 ⁽¹⁾
• General Meeting (WHITE form)	1:15 p.m. on 9 July 2019 ⁽¹⁾
Voting Record Time	6:30 p.m. on 9 July 2019 ⁽²⁾
Court Meeting	1:00 p.m. on 11 July 2019
General Meeting	1:15 p.m. on 11 July 2019⁽³⁾
<i>The following dates and times are provided by way of indicative guidance only and are subject to change. Please see notes (4), (5) and (6)</i>	
Court Hearing	10:00 a.m. on 12 August 2019⁽⁴⁾
Last day of dealings in, and for registration of transfers of, and disablement in CREST of, Tarsus Shares	13 August 2019 ⁽⁴⁾
Suspension of listing of and dealings in Tarsus Shares	6:00 p.m. on 13 August 2019 ⁽⁴⁾
Scheme Record Time	6:00 p.m. on 13 August 2019 ⁽⁴⁾
Effective Date	14 August 2019⁽⁴⁾⁽⁵⁾
De-listing and cancellation of admission to trading of Tarsus Shares	by 8:00 a.m. on 15 August 2019 ⁽⁴⁾
Despatch of cheques and crediting of CREST stock accounts for consideration due under the Scheme	within 14 days after the Effective Date
Long Stop Date	31 October 2019 ⁽⁶⁾

Notes

- (1) If the BLUE Form of Proxy for the Court Meeting is not returned by the time stated above, it may be handed to the Chairman of the Court Meeting, or to a representative of Link Asset Services on behalf of the Chairman, at the Court Meeting and will still be valid. However, in the case of the General Meeting, if the WHITE Form of Proxy is not returned by the time stated above (or, if the General Meeting is adjourned, 48 hours before the time fixed for the adjourned General Meeting, excluding any part of a day that is not a business day), it will be invalid. Please see "Action to be taken" on pages 2 to 4 of this document.
- (2) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned meeting will be 6:30 p.m. on the day which is two business days prior to the date of the adjourned Meeting.
- (3) Or as soon thereafter as the Court Meeting shall have concluded or been adjourned.
- (4) These times and dates will depend, amongst other things, on whether and when the Conditions are satisfied or (where applicable) waived and the dates upon which the Court sanctions the Scheme and the Court Order is delivered to the Registrar of Companies. The Company will give adequate notice of any changes by issuing an announcement through a Regulatory Information Service and on its website (www.tarsus.com). Independent Scheme Shareholders are entitled to appear in person or by Jersey counsel at the Court Hearing to support or oppose the Scheme.
- (5) This date will be the date on which the Court Order is delivered to the Registrar of Companies. Subject to the satisfaction or waiver of the Conditions, it is expected that the Effective Date will occur on 14 August 2019.
- (6) This is the latest date by which the Scheme may become Effective unless Tarsus and Bidco agree, with the consent of the Panel and the Court (if required), a later date.

All references in this document to times are to London time, unless otherwise stated.

PART 1

LETTER FROM THE CHAIRMAN OF THE COMMITTEE OF INDEPENDENT TARSUS DIRECTORS



(incorporated in Jersey with registered number 101579)

Independent Tarsus Directors

Neville Buch (*Chairman*)
David Gilbertson (*Non-Executive Director*)
Keith Mansfield (*Non-Executive Director*)
Robert Ware (*Non-Executive Director*)

Tarsus Group plc

44 Esplanade
St Helier
Jersey
JE4 9WG

17 June 2019

To the holders of Tarsus Shares and, for information only, to holders of options under the Tarsus Share Plans and persons with information rights

Dear Tarsus Shareholder

RECOMMENDED CASH ACQUISITION OF TARSUS BY BIDCO

1 Introduction

On 24 May 2019, the Independent Tarsus Directors and the board of Bidco announced that they had reached agreement on the terms of a recommended cash acquisition of the entire issued and to be issued ordinary share capital of Tarsus by Bidco, a wholly-owned indirect subsidiary of the Charterhouse Funds. The Acquisition is proposed to be implemented by way of a Court-sanctioned scheme of arrangement under Article 125 of the Jersey Companies Law.

I am writing to you on behalf of the Independent Tarsus Directors to explain the background to the Acquisition, to encourage you to vote at the Meetings to consider the Acquisition, and to explain why the Independent Tarsus Directors are unanimously recommending that Tarsus Shareholders vote at the Meetings in favour of those resolutions to be put to the Meetings which are necessary to implement the Acquisition and the Rollover Arrangements.

In order to approve the terms of the Acquisition, Independent Scheme Shareholders will need to vote in favour of the Scheme at the Court Meeting and relevant Tarsus Shareholders will need to vote in favour of the Resolutions at the General Meeting, both of which are to be held on 11 July 2019 at The Malton Room, Radisson Blu Hotel, Dublin Airport, Dublin, Ireland. Details of the actions you are asked to take are set out in paragraph 12 of Part 2 (*Explanatory Statement*) of this document. The recommendation of the Independent Tarsus Directors is set out in paragraph 12 below.

In particular, I draw your attention to the letter from Deutsche Bank set out in Part 2 (*Explanatory Statement*) of this document, which gives details about the Acquisition (including details of the actions you should take in order to vote at the Meetings, which are set out in paragraph 12 thereof) and to the additional information set out in Part 6 (*Additional Information*) of this document.

2 Summary of the terms of the Acquisition

The Acquisition is to be implemented by means of a scheme of arrangement under Article 125 of the Jersey Companies Law.

Under the terms of the Acquisition, which is subject to the terms and conditions set out in Part 3 (*Conditions*) of this document, each Scheme Shareholder will receive:

for each Scheme Share **425 pence in cash**

In addition to the consideration payable in connection with the Acquisition, Tarsus Shareholders who were on Tarsus' register of members at the close of business on 24 May 2019 will also be entitled to receive the payment of a final dividend by Tarsus of 7.7 pence for each Tarsus Share for the 12 month period ended 31 December 2018 (the "**Pre-Close Dividend**"), subject to approval of the Pre-Close Dividend by Tarsus Shareholders at Tarsus' annual general meeting on 19 June 2019. If approved, the Pre-Close Dividend will be paid on 5 July 2019.

The terms of the Acquisition:

- excluding the Pre-Close Dividend, represent a premium of approximately 36.2% to the Closing Price of 312 pence for each Tarsus Share on 23 May 2019 (being the last business day before commencement of the Offer Period); and
- including the Pre-Close Dividend, represent a premium of approximately:
 - 42.7% to the volume-weighted average price of 303 pence for each Tarsus Share for the three month period ended 23 May 2019; and
 - 50.0% to the volume-weighted average price of 289 pence for each Tarsus Share for the 12 month period ended 23 May 2019.

The terms of the Acquisition (including the Pre-Close Dividend) value the entire issued and to be issued ordinary share capital of Tarsus at approximately £561 million. In addition, the terms of the Acquisition imply an enterprise value of £668 million and a multiple of approximately 17 times average EBITDA for Tarsus' financial years ended 31 December 2017 and 31 December 2018.

Bidco reserves the right to reduce the consideration payable in respect of each Tarsus Share under the terms of the Acquisition to the extent that the Pre-Close Dividend exceeds 7.7 pence for each Tarsus Share. If any dividend or other distribution is announced, declared, made, payable or paid in respect of the Tarsus Shares on or after the date of the Rule 2.7 Announcement and prior to the Effective Date, other than the Pre-Close Dividend, Bidco reserves the right to reduce the consideration payable in respect of each Tarsus Share by the amount of all or part of any such dividend or other distribution. If Bidco exercises this right or makes such a reduction in respect of a dividend or other distribution, Tarsus Shareholders will be entitled to receive and retain that dividend or other distribution.

The Scheme Shares will be acquired by Bidco fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests whatsoever and together with all rights existing at the date of the Rule 2.7 Announcement or thereafter attaching thereto, including (without limitation) voting rights and the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after the date of the Rule 2.7 Announcement, other than the Pre-Close Dividend and any other dividend or distribution in respect of which Bidco exercises its right under the terms of the Acquisition to reduce the consideration payable in respect of each Tarsus Share.

The Acquisition is subject to the satisfaction or, as the case may be, waiver of the Conditions, including the sanctioning of the Scheme by the Court. The expected transaction timetable is set out on page 11 of this document.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attend and/or vote at the Court Meeting and/or the General Meeting. Further details of the Scheme, including the arrangements for settlement of the consideration payable to Scheme Shareholders, are set out in the Explanatory Statement at Part 2 (*Explanatory Statement*) of this document.

Subject to the satisfaction or (where applicable) waiver of the Conditions, applications will be made to, respectively, the FCA for the listing of the Tarsus Shares on the Official List to be cancelled and to the London Stock Exchange for the Tarsus Shares to cease to be admitted to trading on the Main Market.

3 Background to and Bidco's reasons for the Acquisition

Bidco believes that the global exhibitions market is an attractive sector with strong growth drivers, margins and cash generation. With its portfolio of market-leading brands and "must attend" business-to-business events, Bidco believes that Tarsus is very well-positioned for growth. Tarsus' events and brands cover a diverse range of industries and sectors, and the Tarsus Group has significant exposure to the world's largest exhibition markets, the United States and China, and fast-growing emerging markets such as Mexico and South East Asia. Bidco believes that Tarsus' business model benefits from high revenue visibility due to strong exhibitor re-booking rates and that there are opportunities for continued organic growth from the existing portfolio through event replications and increasing buyer attendance.

The global exhibitions market remains highly fragmented and offers significant opportunities for consolidation. Tarsus has a track record of successfully integrating strategic acquisitions and there are further potential opportunities available to Tarsus, which will require continued investment in the business. Bidco intends to leverage its ability to access capital so as to accelerate Tarsus' "Quickening the Pace 2" strategy and pursue strategic acquisitions in selected high-growth geographies and industries.

4 Background to and reasons for the Independent Tarsus Directors' recommendation

The Independent Tarsus Directors believe that Tarsus is an industry-leading business which has repeatedly demonstrated best in class operational and financial performance. Today, the Tarsus Group has approximately 640 employees, more than 160 events and operations in 17 countries.

Whilst the Independent Tarsus Directors are confident in Tarsus' long-term prospects as a standalone business, they are also conscious of the changing nature of the industry, and the growing need to deploy ever-increasing amounts of capital to successfully capitalise on new growth opportunities. The Independent Tarsus Directors believe that private ownership, with the attendant access to deep and regular growth capital, would best suit the next stage of Tarsus' development and enable Tarsus to accelerate its "Quickening the Pace 2" strategy. The Independent Tarsus Directors are also mindful that there is currently a high level of investment interest in Tarsus' sector and limited opportunity to invest in businesses with the brand breadth and geographical diversity that Tarsus offers.

In particular, the Independent Tarsus Directors believe that structural changes in the capital markets and investor preferences mean that there has been a reduction in the quantum of capital (and indeed research) dedicated to small and mid-cap companies. At the same time, the Independent Tarsus Directors believe that there are increasing opportunities for Tarsus to pursue growth through acquisitions. Given general sector consolidation, these opportunities are often relatively small portfolio add-on type transactions which require access to regular and rapidly deployable capital to implement, as opposed to infrequent one-off and more substantial transactions which can more easily be financed through the public markets.

The Independent Tarsus Directors have given great consideration to the merits of the Acquisition and have considered the interests of all of Tarsus' stakeholders, including its employees, shareholders, customers and suppliers. The Independent Tarsus Directors take great comfort in the fact that Charterhouse is not only a highly experienced growth investor, but also one with a clear cultural fit and deep industry experience, having recently successfully invested in Comexposium. The Independent Tarsus Directors believe that Charterhouse will be able to support Tarsus in pursuing inorganic and organic growth, optimising the visitor experience and expanding into new markets.

The Independent Tarsus Directors note that the Acquisition will deliver a number of strategic benefits to Tarsus whilst also ensuring that Tarsus' shareholders have the ability to crystallise certain value from their investment at an attractive premium in cash, thereby being compensated both for Tarsus' successes to date as well as the future potential of the business. Specifically, the Independent Tarsus Directors note that the terms of the Acquisition:

- excluding the Pre-Close Dividend, represent a premium of approximately 36.2% to the Closing Price of 312 pence for each Tarsus Share on 23 May 2019 (being the last business day before commencement of the Offer Period); and
- including the Pre-Close Dividend, represent a premium of approximately:
 - 42.7% to the volume-weighted average price of 303 pence for each Tarsus Share for the three month period ended 23 May 2019; and
 - 50.0% to the volume-weighted average price of 289 pence for each Tarsus Share for the 12 month period ended 23 May 2019.

The terms of the Acquisition (including the Pre-Close Dividend) value the entire issued and to be issued ordinary share capital of Tarsus at approximately £561 million. In addition, the terms of the Acquisition imply an enterprise value of £668 million and a multiple of approximately 17 times average EBITDA for Tarsus' financial years ended 31 December 2017 and 31 December 2018.

Douglas Emslie and Dan O'Brien have not taken part in the formal appraisal of the Acquisition by the Independent Tarsus Directors, or the decision of the Independent Tarsus Directors to recommend the Acquisition to Tarsus Shareholders, as a result of the conflicts of interest arising from their participation in the Rollover Arrangements, which are described more fully in paragraph 5 below.

This conflict of interest precludes Douglas Emslie and Dan O'Brien, as well as any other person who is not an Independent Scheme Shareholder, from voting on the resolution to approve the Scheme at the Court Meeting. This conflict of interest also precludes Douglas Emslie and Dan O'Brien, as well as any other person who is not an Independent Tarsus Shareholder, from voting on the Rollover Resolution at the General Meeting. However, all such persons will be entitled to vote on the Special Resolution (and any further resolutions on which they are not conflicted) to be proposed at the General Meeting.

In considering whether to recommend the Acquisition to Tarsus Shareholders, the Independent Tarsus Directors have given due consideration to Bidco's intentions for the business, management, employees and locations of business of Tarsus.

The Independent Tarsus Directors welcome Bidco's confirmation, as set out in paragraph 7 below, that it does not intend to initiate any material restructurings, headcount reductions or changes in the location of Tarsus' key offices (other than a re-assessment of the headquarters location (currently Ireland)), operations and places of business. The Independent Tarsus Directors also welcome Bidco's confirmation that, following the Acquisition becoming Effective, the existing contractual and statutory employment rights of all Tarsus management and employees will be fully safeguarded in accordance with applicable law.

5 Incentivisation Arrangements

Rollover Arrangements

Amended terms of service

On the Effective Date, the Rollover Managers will enter into amendments to their existing employment contracts (by way of deeds of amendments in the case of Douglas Emslie and Dan O'Brien and by way of a new service contract in the case of Simon Smith). Their basic salaries will remain unchanged from the figures for each Rollover Manager applicable to 2019, being:

- Douglas Emslie: £556,950;
- Dan O'Brien: £344,800; and
- Simon Smith: £196,250.

Under their amended terms, it is expected that each Rollover Manager will agree certain changes to the terms of their current employment, including (i) the waiver of entitlements under the 2019 executive bonus scheme and (ii) amendments to, or the inclusion of new, restrictive covenants.

Simon Smith will enter into a new service contract commensurate to his senior role in the Tarsus Group. This agreement reflects the following key amendments to the terms of Simon Smith's employment (in addition to those referred to in the previous paragraph):

- comprehensive provisions in relation to Simon Smith's duties;
- enhanced contractual sick pay benefits;
- provisions concerning intellectual property; and
- garden leave provisions.

A new executive management bonus scheme will be implemented after the Effective Date, which will provide a bonus opportunity comparable to the existing annual cash bonus arrangements in place at Tarsus, subject to achieving performance targets. Key terms of the new executive management bonus scheme have been discussed with the Rollover Managers. Under the new scheme, it is envisaged that the Rollover Managers will be eligible to be paid a maximum aggregate amount per annum which is equal to a specified percentage of the Rollover Manager's maximum basic salary (being 110% in relation to Douglas Emslie, 75% in relation to Dan O'Brien and 50% in relation to Simon Smith). A bonus award would consist of two components:

- an EBITDA-linked bonus amount; and
- an acquisition-linked bonus amount.

Put and Call Option Deed

A Put and Call Option Deed provides for:

- the exchange by the Rollover Shareholders of the Rollover Shares, which have an aggregate value of £7,195,041.75 (calculated at a price of 425 pence for each Rollover Share), for the US Dollar denominated equivalent (calculated using a forward spot rate of exchange as at the Effective Date) nominal value of loan notes issued by Bidco (the "**Bidco Rollover Loan Notes**"); and
- the transfer by the Rollover Shareholders, by means of a series of put and call options, of the Bidco Rollover Loan Notes in consideration for US Dollar denominated loan notes issued by Midco and then Holdco and subsequently ordinary and preference US Dollar denominated shares issued by Topco.

Following the issue of the Bidco Rollover Loan Notes to the Rollover Shareholders pursuant to the share exchange mechanic included in the Put and Call Option Deed, Holdco has agreed to grant the Rollover Shareholders with a put option to require Holdco to purchase all of the Bidco Rollover Loan Notes (the "**First Put Option**"). The Rollover Shareholders have also agreed to grant Holdco with a call option to require the Rollover Shareholders to sell all of the Bidco Rollover Loan Notes (the "**First Call Option**"). In consideration of the exercise of either the First Put Option or the First Call Option, Holdco will issue to the Rollover Shareholders loan notes of an aggregate principal amount equal to the Bidco Rollover Loan Notes (the "**Holdco Rollover Loan Notes**").

Conditional on the exercise of either the First Put Option or the First Call Option, Midco has agreed to grant the Rollover Shareholders (other than Simon Smith) with a put option to require Midco to purchase all of their Holdco Rollover Loan Notes (the "**Second Put Option**"). The Rollover Shareholders (other than Simon Smith) have also agreed to grant Midco with a call option to require the Rollover Shareholders (other than Simon Smith) to sell all of their Holdco Rollover Loan Notes (the "**Second Call Option**"). In consideration of the exercise of either the Second Put Option or the Second Call Option, Midco will issue to the Rollover Shareholders (other than Simon Smith) loan notes of an aggregate principal amount equal to the Holdco Rollover Loan Notes (the "**Midco Rollover Loan Notes**").

Conditional on the exercise of either the Second Put Option or the Second Call Option, Topco has agreed to grant the Rollover Shareholders with a put option to require Topco to purchase all of their Midco Rollover Loan Notes and, in the case of Simon Smith, his Holdco Rollover Loan Notes (the "**Third Put Option**"). The Rollover Shareholders have also agreed to grant Topco with a call option to require the Rollover Shareholders to sell all of their Midco Rollover Loan Notes and, in the case of Simon Smith, his Holdco Rollover Loan Notes (the "**Third Call Option**"). In consideration of the

exercise of either the Third Put Option or the Third Call Option, Topco will issue to the Rollover Shareholders ordinary and preference US dollar denominated shares issued by Topco as follows:

- ordinary shares and preference shares in Topco which are on the same terms as, and shall rank *pari passu* to, those subscribed for by the Charterhouse investing vehicle, including as to subscription price (the “**Institutional Strip Shares**”);
- ordinary shares which rank *pari passu* to the other ordinary shares in Topco (the “**Sweet Equity Shares**”); and
- a separate class of shares with separate rights attaching to them that only entitle the holder to participate in any dividend or other capital return in certain prescribed circumstances (the “**Ratchet Shares**”).

Subscription and Shareholders’ Agreement

A Subscription and Shareholders’ Agreement sets out the terms on which the Rollover Shareholders will hold their Institutional Strip Shares, Sweet Equity Shares and Ratchet Shares following completion of the series of put and call options provided for by the Put and Call Option Deed.

On the Effective Date, Luxco will hold the majority of the shares in Topco, with the Rollover Shareholders holding the remainder as minority shareholders. The Subscription and Shareholders’ Agreement restricts the ability of the Rollover Shareholders and Luxco to transfer their Topco shares to third parties. In certain circumstances, Luxco may require the Rollover Shareholders to sell their Topco shares to a third party on no less favourable terms as those applicable to any shares Luxco is transferring. In addition, subject to certain specified exceptions, where Luxco proposes to sell Topco shares to a third party, the third party must offer to purchase (i) the same proportion of the Rollover Shareholders’ shares, if Luxco is not transferring a controlling interest to a third party, or (ii) all of the Rollover Shareholders’ shares, if Luxco is transferring a controlling interest to the third party, in each case, at the same price.

Among other things, the Subscription and Shareholders’ Agreement also provides for (i) customary pre-emption rights in respect of new issues of Topco shares or other securities for cash and (ii) customary non-compete and non-solicit obligations binding on the Rollover Shareholders.

The Independent Tarsus Shareholders will be asked at the General Meeting to approve the Rollover Arrangements described in this paragraph 5 by voting on the Rollover Resolution. Pursuant to Rule 16.2 of the Code, none of the Rollover Shareholders nor their connected persons, nor any person holding Tarsus Shares on behalf of the Rollover Shareholders and/or any of their connected persons, will be entitled to vote on such resolution and voting on this resolution will be by way of a poll.

The Acquisition is conditional on, amongst other things, Independent Tarsus Shareholders approving the Rollover Resolution at the General Meeting. The approval of the Rollover Arrangements is a non-waivable Condition.

Other than the Rollover Arrangements, there are currently no arrangements or understandings between, on the one hand, Bidco and/or any person acting in concert with Bidco and, on the other hand, the management or directors of Tarsus having any connection with or dependence upon the Acquisition.

The Panel has agreed, subject to the Rollover Resolution being passed by Independent Tarsus Shareholders at the General Meeting, to allow the Rollover Arrangements to be offered to the Rollover Shareholders, notwithstanding the fact that the opportunity to participate in such arrangements is not being extended to all Tarsus Shareholders. The terms of the Rollover Arrangements are considered by Deutsche Bank to be fair and reasonable so far as the Independent Tarsus Shareholders are concerned. In forming this view, Deutsche Bank has taken into account the commercial assessments of the Independent Tarsus Directors. The Independent Tarsus Directors, who have been so advised by Deutsche Bank, also consider that the terms of the Rollover Arrangements are fair and reasonable.

Unallocated management shares

Further members of Tarsus’ management will be allocated Sweet Equity Shares at a later date (such that all of the Sweet Equity Shares issued, including the Sweet Equity Shares held by the Rollover Shareholders, shall constitute up to a total of 15% of the ordinary share capital of Topco).

The Sweet Equity Shares which are not allocated to the Rollover Shareholders will not be allocated at the Effective Date, but it is envisaged that the outstanding Sweet Equity Shares will be issued in due course to current employees and/or reserved for the purpose of incentivising future hires and promotions. The identity of the relevant current employees has not yet been determined, nor has the proportion of the unallocated Sweet Equity Shares to be reserved for future hires and promotions.

6 Irrevocable undertakings and letters of intent

Bidco has received irrevocable undertakings from the Independent Tarsus Directors to vote (or procure the voting) in favour of the Scheme at the Court Meeting and in favour of the Resolutions at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in respect of a total of 9,511,714 Tarsus Shares representing, in aggregate, approximately 7.73% of the issued ordinary share capital of Tarsus as at the Latest Practicable Date.

Bidco has also received irrevocable undertakings from the Rollover Shareholders to be bound by the terms of the Scheme (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) in respect of their beneficial holdings of a total of 263,548 Tarsus Shares, being all of the Tarsus Shares held by them as at the Latest Practicable Date other than those Tarsus Shares which are subject to the Rollover Arrangements. Furthermore, Bidco has received irrevocable undertakings from the Rollover Shareholders to vote (or to procure the voting) in favour of the Resolutions to be proposed at the General Meeting, other than the Rollover Resolution, on which they are not allowed to vote, in respect of their beneficial holdings of 1,905,736 Tarsus Shares representing, in aggregate, approximately 1.55% of the issued ordinary share capital of Tarsus as at the Latest Practicable Date.

Bidco has also received irrevocable undertakings to vote (or to procure the voting) in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) from AXA Investment Managers UK Limited, Canaccord Genuity Fund Management Ltd, Chloe Buch, Clive Smith, Dominic Buch, Philip O'Donnell, Robert Goldman and Ronald Klatz in respect of a total of 31,144,593 Tarsus Shares representing, in aggregate, approximately 25.31% of the issued ordinary share capital of Tarsus and approximately 25.71% of the Tarsus Shares eligible to vote at the Court Meeting, in each case as at the Latest Practicable Date.

Bidco has also received non-binding letters of intent to vote (or to procure the voting) in favour of the Scheme at the Court Meeting and in favour of the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer) from Artemis Investment Management LLP and Invesco Asset Management Limited in respect of a total of 10,151,696 Tarsus Shares representing, in aggregate, approximately 8.25% of the issued ordinary share capital of Tarsus and approximately 8.38% of the Tarsus Shares eligible to vote at the Court Meeting, in each case as at the Latest Practicable Date.

In aggregate, therefore, Bidco has received irrevocable undertakings and letters of intent to vote in favour of:

- the Scheme at the Court Meeting and the Rollover Resolution at the General Meeting in respect of 50,808,003 Tarsus Shares, representing approximately 41.30% of the issued ordinary share capital of Tarsus and approximately 41.95% of the Tarsus Shares eligible to vote at the Court Meeting, in each case as at the Latest Practicable Date; and
- the Resolutions (other than the Rollover Resolution) at the General Meeting in respect of 52,713,739 Tarsus Shares, representing approximately 42.85% of the issued ordinary share capital of Tarsus as at the Latest Practicable Date.

Further details of these irrevocable undertakings and letters of intent, including the circumstances in which they may lapse, are set out in paragraph 5 of Part 6 (*Additional Information*) of this document.

7 Strategic plans and intentions with regard to assets, management and employees

Strategic plans and employees

Bidco has worked closely with Tarsus management to understand the key areas of their strategy and plans for the business. Following completion of the Acquisition, Bidco intends to support Tarsus and its employees in accelerating the second phase of management's "Quickening the Pace 2" strategy, including driving the organic growth of the existing business and acquiring new platforms for growth.

Following completion of the Acquisition, Bidco will work with Tarsus management to continue developing the strategy, operations and organisational structure of the business. The strategic focus of the business will be on:

- expanding Tarsus' presence in higher growth markets such as the United States and China;
- maximising the scale of Tarsus' existing events and further building the overall scale of the Tarsus Group;
- identifying additional opportunities to improve the experience for visitors and exhibitors and support the growth from the existing portfolio;
- replicating Tarsus' leading brands and launching new events around the world; and
- assessing potential strategic acquisitions in high-growth geographies and industries.

Bidco recognises the importance and value of the skills and experience of the existing management and employees of Tarsus and believes that they will be a key factor in maximising the success of Tarsus following the Scheme becoming Effective. Bidco does not envisage any significant changes to the profile of the management and employees of Tarsus, other than that the Chairman and the other Independent Tarsus Directors (being non-executive directors of Tarsus) are expected to step down upon the Scheme becoming Effective (or, in the event that the Acquisition is implemented by way of a Takeover Offer, upon or shortly following the Takeover Offer becoming or being declared wholly unconditional) and that a limited number of ancillary PLC-related functions are expected to be discontinued upon Tarsus ceasing to operate as a publicly listed company. Bidco confirms that it has no intentions for any individual's employment to be adversely impacted by this change. In the event that any individuals do need to be redeployed following Tarsus ceasing to be a public company, Bidco confirms they will be treated in a manner consistent with the Tarsus Group's culture, policies and practices.

Save as set out above in respect of a limited number of PLC-related functions, Bidco does not expect any material change in the balance of skills and functions of employees and management of Tarsus.

Existing rights and pensions

Bidco confirms that, following the Scheme becoming Effective, the existing contractual and statutory employment rights, including in relation to pensions, of all Tarsus employees and management will be fully safeguarded in accordance with applicable law. Bidco does not intend to make any material changes to the conditions of employment save for the bonus arrangements in regard to the executive team which will be aligned with a private shareholder structure rather than public company metrics as set out in paragraph 5 above.

Tarsus makes available to certain employees a UK stakeholder pension scheme and auto enrolment scheme in accordance with its legal obligations, but does not itself offer any Group defined benefit pension scheme. Bidco does not intend to make any changes to the current employer pension contribution arrangements, the accrual of benefits for existing members or the rights of admission of new members.

Research and development

Tarsus does not currently carry out any substantial research and development activities. Bidco has no intention of changing Tarsus' research and development function.

Headquarters and fixed assets

Following completion of the Acquisition, Bidco and Tarsus management intend to evaluate potential alternative locations for the Tarsus Group's headquarters and headquarters functions. This evaluation

will be limited to those functions currently carried out in Ireland. The London office location is not expected to be affected. The evaluation will take into account the location of the Tarsus Group's operations, the composition of the board of Bidco after the Scheme becomes Effective, and other relevant factors. No step has been taken to date to identify any such locations.

Bidco has no intention to redeploy the fixed assets of Tarsus.

Listing

Tarsus shares are currently listed on the Official List and admitted to trading on the London Stock Exchange. As set out in paragraph 8 of Part 2 (*Explanatory Statement*) of this document, applications will be made to (i) the London Stock Exchange to cancel trading in Tarsus Shares on the Main Market and (ii) the FCA to cancel the listing of the Tarsus Shares on the Official List, in each case with effect from or shortly after the Effective Date.

No statements in this paragraph 7 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Code.

The impact of the Acquisition on the Tarsus Group's employees who participate in the Tarsus Share Plans, and their ability to acquire Tarsus Shares, is described in paragraph 8 below.

8 Tarsus Share Plans

Details of the effect of the Acquisition on outstanding options granted under the Tarsus Share Plans and the choices available to participants will be set out in full in separate letters to such participants.

In accordance with the rules of the Tarsus 2011 LTIP and the Tarsus 2016 ERP, unvested options granted under those plans will vest and become exercisable in full at the time of the Court Order.

In accordance with the rules of the Tarsus 2008 CSOP and the Tarsus 2018 CSOP, unvested options granted under those plans will vest and become exercisable at the time of the Court Order to the extent the applicable performance conditions have been satisfied, as determined by the Remuneration Committee.

Options under the Tarsus 2008 SAYE vested and became exercisable on 1 June 2019 in the ordinary course.

Tarsus Shares held in the Tarsus EBT will, as far as possible, be used to satisfy options under the Tarsus 2011 LTIP that are exercised in connection with the Acquisition.

The Scheme will apply to any Tarsus Shares which are unconditionally allotted, issued or transferred before the Scheme Record Time to satisfy the exercise of options under the Tarsus Share Plans. Any Tarsus Shares allotted, issued or transferred after the Scheme Record Time to satisfy the exercise of options under the Tarsus Share Plans will, subject to the Scheme becoming Effective and the proposed amendments to the Company's articles of association being approved at the General Meeting, be immediately transferred to Bidco in exchange for cash consideration of a value equal to the value of the consideration that Tarsus Shareholders will be entitled to receive under the Scheme.

Further information in respect of the proposed amendments to the Company's articles of association is contained in paragraph 7.6 of Part 2 (*Explanatory Statement*) of this document and in Part 9 (*Notice of General Meeting*) of this document.

9 Current trading of the Tarsus Group

For the year ended 31 December 2018, Tarsus reported group revenues for the full year of £99.7 million, an increase of 46% on a biennial basis and an increase of 9% on a like-for-like basis. Group adjusted profit before tax was £27.9 million, up 45% on a biennial basis. Tarsus saw an increase in buyers across the portfolio of 10% on a like-for-like basis. Tarsus also launched 19 brand replications and completed six acquisitions in 2018.

With respect to the financial year to date, Tarsus published a trading update on 16 May 2019 and included the following information in relation to its current trading and prospects:

"Trading so far in 2019 – the larger of the years in our biennial cycle – has been encouraging with buyer/visitor growth remaining strong. We have a full replication pipeline this year and remain

focused on driving organic growth through scaling up our portfolio in line with our Quickening the Pace 2 strategy.

Bookings overall remain towards the top end of our target range and we are anticipating record events at our two major biennial shows – Labelexpo Europe and the Dubai Airshow – later in the year. We remain confident that this will be another year of strong progress for the Group.”

There has been no significant change to the current trading and prospects of the Tarsus Group since the date of that statement.

10 Taxation

A summary of certain UK, Irish and Jersey tax consequences of the Scheme is set out in paragraph 10 of Part 2 (*Explanatory Statement*) of this document.

That summary is generic and relates only to the position of certain categories of Scheme Shareholder (as explained further in paragraph 10 of Part 2 (*Explanatory Statement*) of this document), does not constitute tax advice and does not purport to be a complete analysis of all potential UK, Irish or Jersey tax consequences of the Scheme. Although this document contains certain tax related information, if you are in any doubt about your own tax position or you are subject to taxation in any jurisdiction other than the UK, Ireland or Jersey, you are strongly advised to consult an appropriately qualified professional financial or tax adviser immediately.

11 Tarsus Shareholder actions

Your attention is drawn to pages 2 to 4, and to paragraph 12 of Part 2 (*Explanatory Statement*), of this document, which explain the actions Tarsus Shareholders should take with respect to voting on the Acquisition at the Meetings.

Overseas Shareholders should refer to paragraph 11 of Part 2 (*Explanatory Statement*) of this document for important information.

Details relating to the de-listing of the Tarsus Shares and settlement of the cash consideration offered by Bidco are included in paragraphs 8 and 9 of Part 2 (*Explanatory Statement*) of this document.

12 Recommendation

Scheme

The Independent Tarsus Directors, who have been so advised by Deutsche Bank as to the financial terms of the Acquisition, each consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the Independent Tarsus Directors, Deutsche Bank has taken into account the commercial assessments of the Independent Tarsus Directors. Deutsche Bank is providing independent financial advice to the Independent Tarsus Directors for the purposes of Rule 3 of the Code.

Accordingly, the Independent Tarsus Directors recommend unanimously that Tarsus Shareholders vote (or procure the voting) in favour of the Scheme at the Court Meeting and in favour of the Special Resolution to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of the Takeover Offer), as they have irrevocably undertaken to do in respect of their own beneficial holdings of 9,511,714 Tarsus Shares representing, in aggregate, approximately 7.73% of the issued ordinary share capital of Tarsus as at the Latest Practicable Date.

Please refer to paragraph 8 of Part 6 (*Additional Information*) of this document for details of certain payments that would be made to the Independent Tarsus Directors if the Acquisition becomes Effective

Rollover Arrangements

The terms of the Rollover Arrangements are considered by Deutsche Bank to be fair and reasonable so far as the Independent Tarsus Shareholders are concerned. In forming this view, Deutsche Bank has taken into account the commercial assessments of the Independent Tarsus Directors. The Independent Tarsus Directors, who have been so advised by Deutsche Bank, each consider the terms of the Rollover Arrangements to be fair and reasonable and that the Rollover

Resolution (being the ordinary resolution of Independent Tarsus Shareholders to approve the Rollover Arrangements for the purpose of Rule 16.2 of the Code) is in the best interests of Tarsus and Tarsus Shareholders as a whole.

Accordingly, the Independent Tarsus Directors recommend unanimously that Independent Tarsus Shareholders vote in favour of the Rollover Resolution at the General Meeting, as they have irrevocably undertaken to do in respect of their own beneficial holdings of 9,511,714 Tarsus Shares representing, in aggregate, approximately 7.73% of the issued ordinary share capital of Tarsus as at the Latest Practicable Date.

13 Further information

Your attention is drawn, in particular, to the Explanatory Statement set out in Part 2 (*Explanatory Statement*), the full terms and conditions of the Scheme set out in Part 3 (*Conditions*), the Scheme itself in Part 4 (*The Scheme of Arrangement*), the additional information set out in Part 6 (*Additional Information*) and the notices of the Meetings set out in, respectively, Part 8 (*Notice of Court Meeting*) and Part 9 (*Notice of General Meeting*) of this document.

You should read the whole of this document (and the accompanying documents) and should not rely solely on the summary information contained in this letter or in the Explanatory Statement.

Yours faithfully,

Neville Buch

Chairman of the Committee of Independent Tarsus Directors
Tarsus Group plc

PART 2
EXPLANATORY STATEMENT

(in compliance with Article 126 of the Jersey Companies Law)



Deutsche Bank AG, London Branch
Winchester House
One Great Winchester Street
London EC2N 2DB

17 June 2019

To the holders of Tarsus Shares and, for information only, to holders of options under the Tarsus Share Plans and persons with information rights

Dear Tarsus Shareholder

RECOMMENDED CASH ACQUISITION OF TARSUS BY BIDCO

1 Introduction

On 24 May 2019, the Independent Tarsus Directors and the board of Bidco announced that they had reached agreement on the terms of a recommended cash acquisition of the entire issued and to be issued ordinary share capital of Tarsus by Bidco, a wholly-owned indirect subsidiary of the Charterhouse Funds. The Acquisition is proposed to be implemented by way of a Court-sanctioned scheme of arrangement under Article 125 of the Jersey Companies Law.

Deutsche Bank has been authorised by the Independent Tarsus Directors to write to you to explain the terms of the Acquisition and the Scheme and to provide you with other relevant information.

Your attention is drawn to the letter from the Chairman of the Committee of Independent Tarsus Directors set out in Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*) of this document, which forms part of this Explanatory Statement. That letter contains, amongst other things, the unanimous recommendation by the Independent Tarsus Directors to Tarsus Shareholders to vote in favour of the resolutions to be proposed at the Court Meeting and the General Meeting, and an explanation of the background to, and reasons for, recommending the financial terms of the Acquisition and the Rollover Arrangements.

The Independent Tarsus Directors, who have been so advised by Deutsche Bank as to the financial terms of the Acquisition, each consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the Independent Tarsus Directors, Deutsche Bank has taken into account the commercial assessments of the Independent Tarsus Directors.

Statements made or referred to in this letter (and/or in Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*)) regarding Bidco's reasons for the Acquisition, information concerning the business of Charterhouse, Bidco or the Wider Bidco Group and/or the intentions or expectations of Bidco or the Bidco Directors in respect of the Wider Bidco Group and/or the Wider Tarsus Group reflect the views of the Bidco Directors. Statements made or referred to in this letter (and/or in Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*)) regarding the background to, and reasons for, the recommendation of the Independent Tarsus Directors, information concerning the business of the Wider Tarsus Group, and/or the intentions or expectations of the Independent Tarsus Directors in relation to the Wider Tarsus Group, reflect the views of the Independent Tarsus Directors.

This Explanatory Statement contains a summary of the provisions of the Scheme. The terms of the Scheme are set out in full in Part 4 (*The Scheme of Arrangement*) of this document. Your attention is also drawn to the other parts of this document, which are deemed to form part of this

Explanatory Statement, including Part 1 (*Letter from the Chairman of the Independent Committee of Tarsus Directors*), the Conditions and certain further terms set out in Part 3 (*Conditions*) and the additional information set out in Part 6 (*Additional Information*) of this document.

2 Summary of the terms of the Acquisition

The Acquisition is to be effected by way of a scheme of arrangement between the Company and Tarsus Shareholders under Article 125 of the Jersey Companies Law. Following the Scheme becoming Effective, the entire issued share capital of the Company will be held by Bidco.

The Scheme will not become Effective unless all the Conditions are satisfied or (where applicable) waived by the Long Stop Date (or such later date as Bidco and the Company may agree and the Panel and the Court may allow).

Under the terms of the Acquisition, which is subject to the terms and conditions set out in Part 3 (*Conditions*) of this document, each Scheme Shareholder will receive:

for each Scheme Share	425 pence in cash
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In addition to the consideration payable in connection with the Acquisition, Tarsus Shareholders who were on Tarsus' register of members at the close of business on 24 May 2019 will also be entitled to receive the Pre-Close Dividend, subject to approval of the Pre-Close Dividend by Tarsus Shareholders at Tarsus' annual general meeting on 19 June 2019. If approved, the Pre-Close Dividend will be paid on 5 July 2019.

Bidco reserves the right to reduce the consideration payable in respect of each Tarsus Share under the terms of the Acquisition to the extent that the Pre-Close Dividend exceeds 7.7 pence for each Tarsus Share. If any dividend or other distribution is announced, declared, made, payable or paid in respect of the Tarsus Shares on or after the date of the Rule 2.7 Announcement and prior to the Effective Date, other than the Pre-Close Dividend, Bidco reserves the right to reduce the consideration payable in respect of each Tarsus Share by the amount of all or part of any such dividend or other distribution. If Bidco exercises this right or makes such a reduction in respect of a dividend or other distribution, Tarsus Shareholders will be entitled to receive and retain that dividend or other distribution.

3 Information on Tarsus

Tarsus is an international business-to-business media group with interests in exhibitions, publishing and online media. Tarsus operates globally in the United States and the Americas, China, South East Asia, the Middle East and North Africa, Turkey and Europe, in key verticals including aviation, medical, labels and packaging, travel, housewares and automotive. Tarsus runs more than 160 events with a number of flagship brands including Labelexpo, Connect and the Dubai Airshow, among others. Tarsus operates across a worldwide network of offices in Dublin, London, Jakarta, Milwaukee, Atlanta, Boca Raton (Florida), Dubai, Shanghai and Istanbul.

Tarsus is a public limited company registered in Jersey. The Tarsus Shares are listed on the premium segment of the Official List and admitted to trading on the Main Market.

4 Information on Charterhouse and Bidco

Charterhouse

Charterhouse is one of the longest established private equity firms operating in Europe with assets under management of €4.4 billion as at 31 March 2019. Charterhouse typically invests in companies headquartered in Western Europe and works closely with incumbent management teams providing them with active support to drive growth. Charterhouse pursues a highly selective investment approach, partnering with a small number of high-quality companies. Charterhouse is based in London and is a partnership of highly experienced investment professionals. Since the early 1980s, Charterhouse funds have completed over 140 transactions with an aggregate value in excess of €50 billion.

Bidco

Bidco is a newly-incorporated company under the laws of England and Wales and is a wholly-owned indirect subsidiary of the Charterhouse Funds. Bidco has not traded since its date of incorporation, nor has it entered into any obligation other than in connection with the Acquisition.

Bidco has no material earnings, assets or liabilities, other than those described in this document. With effect from the Effective Date, the earnings, assets and liabilities of Bidco will, therefore, comprise the consolidated earnings, assets and liabilities of the Tarsus Group on the Effective Date.

5 Financing of the Acquisition and cash confirmation

The cash consideration payable by Bidco pursuant to the Acquisition will be financed by (i) a combination of indirect capital contributions to Bidco from the Charterhouse Funds and (ii) an interim facilities agreement entered into by Bidco (as borrower) and Midco (as guarantor) with certain funds advised and/or managed by the Merchant Banking Division of Goldman Sachs named therein as original interim lenders.

Further details of Bidco's financing arrangements in relation to the Acquisition, as well as the cash confirmation from Moelis & Company, as financial adviser to Bidco, are set out in paragraphs 7.1 and 9, respectively, of Part 6 (*Additional Information*) of this document.

6 The Tarsus Directors and the effect of the Scheme on their interests

Independent Tarsus Directors

Details of the irrevocable undertakings given by the Independent Tarsus Directors are set out in paragraph 5 of Part 6 (*Additional Information*) of this document.

Details of the interests of the Independent Tarsus Directors in the share capital of the Company are set out in paragraph 4 of Part 6 (*Additional Information*) of this document. Tarsus Shares held by the Independent Tarsus Directors will be subject to the Scheme.

In common with other participants in the Tarsus Share Plans, Neville Buch (being the sole Independent Tarsus Director to have been granted options under the Tarsus Share Plans) will be able to receive Tarsus Shares under those options, to the extent that those options vest. Details of the options granted to Neville Buch under the Tarsus Share Plans are set out in paragraph 4 of Part 6 (*Additional Information*) of this document.

Particulars of the service contracts (including termination provisions) and letters of appointment of the Independent Tarsus Directors are set out in paragraph 8 of Part 6 (*Additional Information*) of this document. It is expected that all Independent Tarsus Directors will resign upon or shortly following the Scheme becoming Effective.

As set out in paragraph 8.1 of Part 6 (*Additional Information*) of this document, the Company and Bidco have agreed that, if the Acquisition becomes Effective, Neville Buch will become eligible for a pro-rated annual cash bonus upon his ceasing to be a director of the Company.

The Company has agreed to pay certain additional remuneration to each of David Gilbertson, Keith Mansfield and Robert Ware if the Acquisition becomes Effective. Details of this proposal are set out in paragraph 8.2 of Part 6 (*Additional Information*) of this document.

Save as set out above, the effect of the Scheme on the interests of the Independent Tarsus Directors does not differ from its effect on the like interests of any other Scheme Shareholder.

Non-Independent Tarsus Directors

Details of the irrevocable undertakings given by the Non-Independent Tarsus Directors are set out in paragraph 5 of Part 6 (*Additional Information*) of this document.

Details of the interests of the Non-Independent Tarsus Directors in the share capital of the Company, and options in respect of such share capital, are set out in paragraph 4 of Part 6 (*Additional Information*) of this document. Tarsus Shares held by the Non-Independent Tarsus Directors, other than their Rollover Shares, will be subject to the Scheme.

In common with other participants in the Tarsus Share Plans, the Non-Independent Tarsus Directors will be able to receive Tarsus Shares under options granted under the Tarsus Share Plans, to the extent that those options vest. Details of the options granted to the Non-Independent Tarsus Directors under the Tarsus Share Plans are set out in paragraph 4 of Part 6 (*Additional Information*) of this document.

Particulars of the service contracts (including termination provisions) of the Non-Independent Tarsus Directors are set out in paragraph 8 of Part 6 (*Additional Information*) of this document.

Particulars of the Rollover Arrangements in which the Non-Independent Tarsus Directors will participate are set out in paragraph 5 of Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*) of this document.

Save as set out above, the effect of the Scheme on the interests of the Non-Independent Tarsus Directors does not differ from its effect on the like interests of any other Scheme Shareholder.

7 Structure of the Acquisition

7.1 The Scheme

The Acquisition is to be effected by means of a scheme of arrangement between the Company and the Scheme Shareholders under Article 125 of the Jersey Companies Law. The purpose of the Scheme is to provide for Bidco to become the holder of the entire issued and to be issued share capital of Tarsus, other than any Tarsus Shares (i) already directly or indirectly held by it (if any) and (ii) to be acquired by Bidco pursuant to the Rollover Arrangements.

The Acquisition requires approval by Independent Scheme Shareholders at the Court Meeting, as well as the approval of the Special Resolution by Tarsus Shareholders and the approval of the Rollover Resolution by Independent Tarsus Shareholders, in each case at the General Meeting, and the sanction of the Scheme by the Court at the Court Hearing. The Scheme is set out in full at Part 4 (*The Scheme of Arrangement*) of this document.

The consideration payable to Scheme Shareholders under the terms of the Acquisition is described in paragraph 2 above.

7.2 Conditions to the Acquisition

The Acquisition and, accordingly, the Scheme is subject to a number of conditions, which are set out in full in Part 3 (*Conditions*) of this document, including:

- the Scheme becoming Effective by not later than the Long Stop Date (or such later date as Bidco and the Company may agree and the Panel and the Court may allow), failing which the Scheme will lapse;
- approval of the Scheme by a majority in number of those Independent Scheme Shareholders present, entitled to vote and voting at the Court Meeting and at any separate class meeting which may be required (or any adjournment thereof), whether in person or by proxy, representing at least 75% of the voting rights of the Scheme Shares held by such Independent Scheme Shareholders;
- approval of the Special Resolution by the requisite majority of Tarsus Shareholders at the General Meeting;
- approval of the Rollover Resolution by the requisite majority of Independent Tarsus Shareholders at the General Meeting;
- the satisfaction (or, if applicable, waiver) of all general Third Party clearances;
- the sanction of the Scheme by the Court (with or without modification on terms agreed by the Company and Bidco); and
- the satisfaction or (where applicable) waiver, prior to the sanction of the Scheme by the Court, of all the other Conditions.

7.3 The Meetings

Before the Court's sanction can be sought for the Scheme, the Scheme will require the approval of Independent Scheme Shareholders at the Court Meeting, as well as the passing of the Special Resolution by Tarsus Shareholders and the passing of the Rollover Resolution by Independent Tarsus Shareholders, in each case at the separate General Meeting. Both the Court Meeting and the General Meeting will be held on 11 July 2019.

Notices of both the Court Meeting and the General Meeting are set out in, respectively, Part 8 (*Notice of Court Meeting*) and Part 9 (*Notice of General Meeting*) of this document. Entitlement to attend and vote at the Meetings and the number of votes which may be cast at the Meetings will be determined by reference to the register of members of the Company at the Voting Record Time.

Court Meeting

The Court Meeting is being held at the direction of the Court, and has been convened for 1:00 p.m. on 11 July 2019 to enable the Independent Scheme Shareholders to consider and, if thought fit, approve the Scheme.

At the Court Meeting, voting will be by poll and each Independent Scheme Shareholder present in person or by proxy will be entitled to one vote for each Scheme Share held at the Voting Record Time. The approval required at the Court Meeting is a majority in number representing 75% of the voting rights of the Scheme Shares held by those Independent Scheme Shareholders present, entitled to vote and voting (whether in person or by proxy) at the Court Meeting and at any separate class meeting which may be required (or any adjournment thereof).

Any Tarsus Shares which any member of the Bidco Group (or their nominees) holds, or holds a beneficial interest in, at the date of the Court Meeting or General Meeting will not be Scheme Shares and therefore no member of the Bidco Group (or their nominees) would be entitled to vote at the Court Meeting in respect of any Tarsus Shares held by it.

The Rollover Shares are not Scheme Shares, as they will be exchanged for the Bidco Rollover Loan Notes when the Scheme becomes Effective. However, the remaining 263,548 Tarsus Shares registered in the names of, or beneficially owned by, the Rollover Managers are Scheme Shares. The Rollover Shareholders and Simon Smith's daughter (the voting rights to whose Tarsus Shares are controlled by Simon Smith), as well as any person holding Tarsus Shares on behalf of the Rollover Shareholders and/or Simon Smith's daughter, are not entitled to vote at the Court Meeting. However, the Rollover Shareholders have agreed (including, in the case of Simon Smith, on behalf of his daughter) to be bound by the Scheme in respect of their 269,937 Tarsus Shares which are Scheme Shares.

Due to the length of time anticipated to be required to calculate the result of the poll, the result may not be announced at the Court Meeting. The result of the vote at the Court Meeting will be announced by the Company via a Regulatory Information Service as soon as practicable after it is known and, in any event, by no later than 8:00 a.m. on the business day following the Court Meeting.

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

Notice of the Court Meeting is set out in Part 8 (*Notice of Court Meeting*) of this document.

General Meeting

The General Meeting has been convened for 1:15 p.m. on 11 July 2019 (the same date as the Court Meeting), or as soon thereafter as the Court Meeting is concluded or adjourned, for:

- Tarsus Shareholders to consider and, if thought fit, pass the Special Resolution:
 - authorising the Tarsus Directors to take all such actions as are necessary or appropriate for implementing the Scheme; and
 - amending the articles of association of the Company in the manner described in paragraph 7.6 below; and
- Independent Tarsus Shareholders to consider and, if thought fit, pass the Rollover Resolution to approve the Rollover Arrangements.

Voting at the General Meeting will be by poll and, subject to the immediately following paragraph, each Tarsus Shareholder present in person or by proxy will be entitled to one vote for each Tarsus Share held as at the Voting Record Time. The approval required for the Special Resolution to be passed is at least two-thirds of the votes cast on the Special Resolution (in person or by proxy) and the approval required for the Rollover Resolution to be passed is more than 50% of the votes cast on the Rollover Resolution (in person or by proxy).

The Rollover Shareholders and their connected persons, as well as any person holding Tarsus Shares on behalf of the Rollover Shareholders and/or any of their connected persons, are not entitled to vote in respect of the Rollover Resolution at the General Meeting.

Due to the length of time anticipated to be required to calculate the result of the poll, the result may not be announced at the General Meeting. The result of the vote at the General Meeting will be announced by the Company via a Regulatory Information Service as soon as practicable after it is known and, in any event, by no later than 8:00 a.m. on the business day following the General Meeting.

Notice of the General Meeting is set out in Part 9 (*Notice of General Meeting*) of this document.

Forms of Proxy

BLUE Forms of Proxy for use at the Court Meeting and WHITE Forms of Proxy for use at the General Meeting should be returned by post, or, during normal business hours, by hand, to Link Asset Services, PXS 1, 34 Beckenham Road, Beckenham, Kent BR3 4TU, so as to be received as soon as possible and in any event not later than 48 hours before the time appointed for the relevant Meeting (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned Meeting, excluding any part of a day that is not a business day).

If the BLUE Form of Proxy for use at the Court Meeting is not returned by the above time, it may be handed to the Chairman of the Court Meeting, or to a representative of Link Asset Services on behalf of the Chairman of the Court Meeting, at the start of that Meeting and will still be valid. However, in the case of the General Meeting, unless the WHITE Form of Proxy is returned by the time mentioned in the instructions printed on it, it will be invalid. The completion and return of a Form of Proxy will not prevent you from attending and voting in person at either the Court Meeting or the General Meeting, or any adjournment thereof, if you so wish and are so entitled.

Further information about the procedures for appointing proxies and giving voting instructions is set out in paragraph 12 below and on pages 2 to 4 of this document.

7.4 Approval of the Rollover Arrangements

In accordance with Rule 16.2 of the Code, as the Rollover Shareholders are entering into the Rollover Arrangements on a basis that is not being made available to the Independent Tarsus Shareholders, such Rollover Arrangements must be approved at the General Meeting. The Rollover Arrangements are therefore subject to the Rollover Resolution being approved on a poll by a simple majority of the Independent Tarsus Shareholders at the General Meeting. The Rollover Resolution is set out in the notice of General Meeting in Part 9 (*Notice of General Meeting*) of this document. The approval of the Rollover Resolution is a non-waivable Condition.

7.5 Court Hearing

Under the Jersey Companies Law, the Scheme requires the sanction of the Court.

The Court Hearing to sanction the Scheme is currently expected to be held on 12 August 2019, subject to the prior satisfaction or (where applicable) waiver of the other Conditions.

Each of Bidco and the Rollover Shareholders have agreed to be bound by the provisions of the Scheme.

The Court Hearing will be held at the Royal Court of Jersey, Royal Court Building, Royal Square, St Helier, JE1 1BA Jersey. **Independent Scheme Shareholders have a right to appear in person or through Jersey counsel at the Court Hearing to oppose or support the Scheme.**

Following sanction of the Scheme, the Scheme will become Effective in accordance with its terms upon a copy of the Court Order being delivered to the Registrar of Companies. This is expected to occur two business days after the Court Hearing, subject to the satisfaction (or, where applicable, waiver) of the Conditions.

Subject to the satisfaction or waiver of the Conditions, it is expected that the Effective Date will occur on 14 August 2019.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended and/or voted in favour of, or against, the Scheme at the Court Meeting or in favour of, or against, or abstained from voting on, the Resolutions at the General Meeting.

If the Scheme does not become Effective by the Long Stop Date (or such later date as Bidco and the Company may agree and the Panel and the Court may allow), the Scheme will not become Effective.

The Company will announce the decision of the Court via a Regulatory Information Service as soon as practicable following the Court Hearing.

7.6 Amendments to Tarsus' articles of association

The Special Resolution to be proposed at the General Meeting relating to the Scheme will contain provisions to amend the Company's articles of association to ensure that any Tarsus Shares issued or transferred under the Tarsus Share Plans or otherwise between the Voting Record Time and the Scheme Record Time will be subject to the Scheme.

It is also proposed to amend the Company's articles of association so that any Tarsus Shares issued to any person other than Bidco or its nominee(s) at or after the Scheme Record Time will be automatically acquired by Bidco on the same terms as under the Scheme.

Accordingly, any Tarsus Shares issued or transferred after the Scheme Record Time will not be subject to the Scheme, but will be automatically acquired by Bidco.

These provisions will avoid any person being left with Tarsus Shares after dealings in such shares have ceased on the London Stock Exchange.

The proposed amendments to the Company's articles of association referred to above are set out in full in the notice of the General Meeting in Part 9 (*Notice of General Meeting*) of this document.

7.7 Modifications to the Scheme

The Scheme contains a provision for the Company and Bidco jointly to consent (on behalf of all persons concerned) to any modification of, or addition to, the Scheme or to any condition which the Court may approve or impose. The Court would be unlikely to approve or impose any modification of, or addition or condition to, the Scheme which might be material to the interests of the Scheme Shareholders, unless Scheme Shareholders were informed of such modification, addition or condition. It would be for the Court to decide, in its discretion, whether or not a further meeting of Independent Scheme Shareholders should be held in those circumstances.

Unless otherwise consented to by the Court and the Panel, any modification or revision to the Scheme will be made no later than the date which is 14 days prior to the Meetings (or any later date on which such Meetings are adjourned). A switch to a Takeover Offer is not a modification or revision for the purposes of this paragraph.

8 De-listing of Tarsus Shares

It is intended that dealings in Tarsus Shares will be suspended at 6:00 p.m. on the business day prior to the Effective Date. No transfers of Tarsus Shares will be registered after 6:00 p.m. on that date.

It is also intended that, prior to the Effective Date, applications will be made to the London Stock Exchange for the Tarsus Shares to cease to be admitted to trading on the Main Market, and to the FCA for the listing of the Tarsus Shares on the Official List to be cancelled, in each case to take effect on or shortly after the Effective Date.

It is expected that the cancellation of admission and listing of the Tarsus Shares will take effect by 8:00 a.m. on the business day immediately following the Effective Date.

Tarsus and/or Bidco will make an announcement via a Regulatory Information Service stating that the Scheme has become Effective as soon as practicable on the Effective Date.

On the Effective Date, entitlements to Scheme Shares held within CREST will be cancelled, and share certificates in respect of Scheme Shares held in certificated form will cease to be valid documents of title and should be destroyed or, at the request of the Company, delivered up to the Company, or to any person appointed by the Company to receive the same.

Tarsus will be re-registered as a private limited company as soon as practicable after the Effective Date.

9 Settlement of cash consideration

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

9.1 Scheme Shares in uncertificated form (that is, in CREST)

Where, at the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in uncertificated form (that is, in CREST), the cash consideration to which such Scheme Shareholder is entitled will be transferred to such person through CREST by Bidco procuring the creation of an assured payment obligation in favour of the appropriate CREST account through which the Scheme Shareholder holds such uncertificated Scheme Shares in respect of the cash consideration due to such person by not later than the fourteenth day following the Effective Date.

As from the Effective Date, each holding of Tarsus Shares credited to any stock account in CREST will be disabled and all Tarsus Shares will be removed from CREST in due course.

Bidco reserves the right to pay all, or any part of, the cash consideration referred to above to all or any Scheme Shareholder(s) who hold Scheme Shares in uncertificated form in the manner referred to in paragraph 9.2 below, if, for any reason, it wishes to do so.

9.2 Scheme Shares in certificated form

Where, at the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form, settlement of the cash consideration due under the Scheme in respect of such Scheme Shares will be despatched:

9.2.1 by first class post, by cheque drawn on a branch of a UK clearing bank; or

9.2.2 by such other method as may be approved by the Panel.

All such cash payments will be made in pounds sterling. Payments made by cheque will be payable to the Scheme Shareholder(s) concerned. Cheques will be despatched not later than the fourteenth day following the Effective Date to the person entitled thereto at the address as appearing in the register of members of the Company at the Scheme Record Time or, in the case of joint holders, to the holder whose name stands first in such register in respect of the joint holding concerned at such time. None of the Company, Bidco, any nominee(s) of Bidco or any of their respective agents shall be responsible for any loss or delay in the transmission of cheques sent in this way, and such cheques shall be sent at the risk of the person entitled thereto.

9.3 General

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

On the Effective Date, each certificate representing a holding of Scheme Shares will cease to be a valid document of title and should be destroyed or, at the request of the Company, delivered up to the Company, or to any person appointed by the Company to receive the same. On the Effective Date entitlements to Scheme Shares held within CREST will be cancelled.

Except with the consent of the Panel, settlement of the consideration to which any Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme, free from any lien, right of set-off, counterclaim or other analogous right to which Bidco might otherwise be, or claim to be, entitled against such Scheme Shareholder.

10 Taxation

10.1 United Kingdom taxation

The following paragraphs, which are intended as a general guide only, are based on current UK tax law and what is understood to be current HM Revenue & Customs practice in force and effect at the date of this document, all of which is subject to change, possibly with retrospective effect. They summarise certain limited aspects of the UK taxation treatment of the Scheme for Scheme Shareholders and do not purport to be a complete analysis of all tax considerations relating to the Acquisition. The following paragraphs do not constitute tax advice and relate only to the position of Scheme Shareholders who are resident in (and only in), and, in the case of individuals, to whom “split year” treatment does not apply and who are domiciled or deemed domiciled in, the UK for taxation purposes at all relevant times (except insofar as express reference is made to the treatment of non-UK residents),

who hold their Scheme Shares as an investment (other than under a self-invested personal pension or an individual savings account) and not trading stock, who are the absolute beneficial owners of their Scheme Shares, and who have not (and are not deemed to have) acquired their Scheme Shares by virtue of an office or employment. Further, the comments in the following paragraphs may not apply to certain classes of Scheme Shareholders, such as collective investment schemes, dealers in securities, banks and insurance companies. The comments in the following paragraphs do not apply to intermediate holding vehicles such as trusts, pensions etc. If you are in any doubt about the tax consequences of the Scheme in your own particular circumstances, including in a jurisdiction other than the UK, you should consult an appropriate independent professional tax adviser. The following paragraphs do not consider the UK taxation consequences should Bidco (with the consent of the Panel) elect to implement the Acquisition by way of a Takeover Offer. Such consequences would be set out in a separate offer document.

Special tax provisions may apply to Scheme Shareholders who have acquired or who acquire their Tarsus Shares pursuant to the exercise of options under the Tarsus Share Plans. The UK tax treatment of such Scheme Shareholders will be summarised in separate communications to such Scheme Shareholders, but any Scheme Shareholders who are in any doubt as to their taxation position should consult an independent professional tax adviser.

10.1.1 United Kingdom taxation of chargeable gains

The receipt by a Scheme Shareholder of cash consideration payable under the terms of the Scheme will, for the purposes of UK taxation on chargeable gains, constitute a disposal of their Scheme Shares which may, depending on the relevant Scheme Shareholder's individual circumstances (including the availability of exemptions, reliefs and allowable losses), give rise to a liability to UK taxation of chargeable gains or an allowable loss.

(i) Individual Scheme Shareholders

For individual Scheme Shareholders, the principal factors that will determine the UK capital gains tax position are the extent to which the individual Scheme Shareholder realises any other capital gains in the UK tax year in which the disposal is made, the extent to which the individual Scheme Shareholder has incurred capital losses in that or earlier UK tax years, the income tax band into which the individual Scheme Shareholder falls, and the level of the annual allowance of tax-free gains in that UK tax year.

The capital gains tax annual exemption (£12,000 for the 2019/20 tax year) (the “**Annual Exemption**”) may be available to individual Scheme Shareholders to offset against chargeable gains realised on the disposal of their Scheme Shares.

Subject to available reliefs or exemptions (including the Annual Exemption), gains arising on a disposal of Scheme Shares by an individual Scheme Shareholder will be taxed at the rate of 10% except to the extent that the gain, when it is added to the Scheme Shareholder's other taxable income and gains in the relevant tax year, exceeds the upper limit of the income tax basic rate band (£37,500 for the 2019/20 tax year), in which case it will be taxed at the rate of 20%.

No indexation allowance will be available to an individual Scheme Shareholder in respect of a disposal of Scheme Shares.

(ii) Corporate Scheme Shareholders

Scheme Shareholders within the charge to UK corporation tax will be subject to UK corporation tax (at 19% for the tax year commencing 1 April 2019) on any chargeable gain arising on the disposal of Scheme Shares (subject to any applicable exemptions and reliefs including the substantial shareholding exemption). Indexation allowance may be available to reduce any chargeable gain arising (but not to create or increase any allowable loss) on the disposal of their Scheme Shares under the Scheme. Indexation allowance was frozen with effect from 1 January 2018. This means that any indexation allowance that is applied to determine a gain arising on or after 1 January 2018 will be calculated using the indexation allowance up to December 2017.

(iii) UK taxation of non-UK resident Scheme Shareholders

Subject to the final sentence of this paragraph 10.1.1(iii), Scheme Shareholders who are not resident in the UK for UK tax purposes will not generally be subject to UK tax on chargeable gains upon transfer of their Scheme Shares in return for cash, unless they carry on a trade, profession or vocation in the UK through a branch or agency or (in the case of a company) permanent establishment and the Scheme Shares disposed of are used or held for the purposes of that branch, agency or permanent establishment. An individual Scheme Shareholder who ceases to be resident in the UK for tax purposes and then reacquires UK tax residence before five complete tax years have elapsed and who disposes of their Scheme Shares in accordance with the Scheme during that period of non-residence may also be liable on their return to the UK to tax on any capital gain realised, subject to any available exemptions or reliefs.

10.1.2 Stamp duty and stamp duty reserve tax

No UK stamp duty or stamp duty reserve tax will be payable by Scheme Shareholders as a result of the transfer of Scheme Shares under the Scheme.

10.2 Irish taxation

The following paragraphs, which are intended as a general guide only, are based on current Irish tax law and what is understood to be current Revenue practice in force and effect at the date of this document, all of which is subject to change, possibly with retrospective effect. They summarise certain limited aspects of Irish taxation treatment of Scheme Shareholders and do not purport to be a complete analysis of all tax considerations relating to the Acquisition. This summary does not constitute legal or tax advice. If you are in any doubt about the tax consequences in your own particular circumstances, including in a jurisdiction other than Ireland, you should consult an appropriate independent professional tax adviser.

10.2.1 Irish taxation of chargeable gains

(i) Irish tax resident Scheme Shareholders

Subject to available reliefs or exemptions, gains arising on a disposal of Scheme Shares by an Irish tax resident Scheme Shareholder will be taxed at the applicable rate of capital gains tax or corporation tax.

(ii) Irish taxation of non-Irish tax resident Scheme Shareholders

Scheme Shareholders who are not resident in Ireland for Irish tax purposes will not generally be subject to Irish tax on chargeable gains upon transfer of their Scheme Shares in return for cash unless they carry on a trade, profession or vocation in Ireland through a branch or agency or (in the case of a company) permanent establishment and the Scheme Shares disposed of are used or held for the purposes of that branch, agency or permanent establishment.

A Scheme Shareholder who is an individual and who is temporarily non-Irish resident for tax purposes may, in certain circumstances, be subject to Irish taxation.

10.2.2 Irish stamp duty

No Irish stamp duty will be payable by Scheme Shareholders as a result of the transfer of Scheme Shares under the Scheme.

10.3 Jersey taxation

The following summary of the anticipated tax treatment in Jersey of the holders of Scheme Shares outside Jersey and is based on Jersey taxation law as it is understood to apply at the date of this document. It does not constitute legal or tax advice. Holders of Scheme Shares should consult their professional advisers on the implications of the Scheme under the laws of the jurisdiction(s) in which they may be liable to taxation. Holders of Scheme Shares should also be aware that tax laws, rules and practice and their interpretation may change.

No taxation or stamp duty will be payable in Jersey by holders of Scheme Shares (other than holders of Scheme Shares resident in Jersey, who may be subject to tax depending on their

circumstances) as a result of the transfer of Scheme Shares to Bidco or the implementation of the Scheme and no withholding is required under current law.

11 Overseas Shareholders

The implications (and availability) of the Acquisition for Overseas Shareholders may be affected by the laws of their respective jurisdiction(s). Overseas Shareholders should inform themselves about, and observe, any applicable requirements in those jurisdictions. It is the responsibility of each Overseas Shareholder to satisfy himself/herself as to the full observance of the laws of the jurisdiction in which they are situated in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.

The distribution of this document and/or the accompanying documents, in whole or in part, in, into or from jurisdictions other than the United Kingdom or Jersey may be restricted by law and therefore persons in such jurisdictions into whose possession this document (and the accompanying documents) come should inform themselves about, and observe, any applicable legal and regulatory requirements. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this document or any accompanying document to any jurisdiction outside the United Kingdom or Jersey should refrain from doing so and seek appropriate professional advice before taking any action. In particular, the ability of persons who are not resident in the United Kingdom or Jersey to vote their Tarsus Shares at the Court Meeting and/or the General Meeting, or to execute and deliver Form(s) of Proxy appointing another to vote their Tarsus Shares at the Court Meeting and/or the General Meeting on their behalf, may be affected by the laws of the relevant jurisdiction in which they are located. 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 Acquisition disclaim any responsibility and liability for the violation of such restrictions by any person or any other failure to satisfy any applicable laws, regulations or requirements.

This document and the accompanying documents have been prepared for the purposes of complying with Jersey law, English law and the Code, and the information disclosed in this document may not be the same as that which would have been disclosed if this document and the accompanying documents had been prepared in accordance with the laws of any jurisdiction other than the United Kingdom or Jersey. Nothing in this document or the accompanying documents should be relied upon for any other reason or purpose. This document and the accompanying documents are for information purposes only and neither this document nor the accompanying documents are intended to, and do not, constitute an offer or invitation to sell, purchase, subscribe for or issue any securities or the solicitation of an offer to buy or subscribe for securities in any jurisdiction in which such offer or solicitation is unlawful.

This document will not be made available, directly or indirectly, in or into, or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction, and no person may vote in favour of (or against) the Acquisition by any such use, means, instrumentality or facility or from within a Restricted Jurisdiction. Copies of this document and formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded or distributed in, into or from a Restricted Jurisdiction and persons receiving this document (including custodians, nominees and trustees) must not distribute or send it in, into or from a Restricted Jurisdiction.

In the event that the Acquisition is implemented by way of a Takeover Offer and extended into the US, Bidco will conduct any such Takeover Offer in satisfaction of the procedural and filing requirements of the US securities laws at that time, to the extent applicable thereto. The Acquisition relates to the shares of a Jersey company and it is proposed to be made by means of a scheme of arrangement provided for under the laws of Jersey. The Scheme will relate to the shares of a Jersey company that is a "foreign private issuer" as defined under Rule 3b-4 under the US Exchange Act. A transaction effected by means of a scheme of arrangement is not subject to the shareholder vote, proxy solicitation and tender offer rules under the US Exchange Act. Accordingly, the Scheme will be subject to the disclosure requirements and practices applicable in the United Kingdom and Jersey and under the Code to schemes of arrangement, which differ from the disclosure requirements and practices of US shareholder vote, proxy solicitation and tender offer

rules. Financial information in relation to Tarsus included in the relevant documentation has been prepared in accordance with accounting standards applicable in the United Kingdom or Jersey and may not be comparable to the financial statements of US companies. However, if Bidco were to elect to implement the Acquisition by means of a Takeover Offer, such Takeover Offer will be made in compliance with all applicable laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder. Such Takeover Offer would be made in the US by Bidco and no one else.

In accordance with normal United Kingdom practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Bidco or its nominees or brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, Tarsus Shares outside the US, other than pursuant to the Acquisition, until the date on which the Acquisition becomes Effective, lapses or is otherwise withdrawn, in compliance with applicable law, including the US Exchange Act. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases will be disclosed as required in the United Kingdom, will be announced via a Regulatory Information Service and will be available on the London Stock Exchange website at: <http://www.londonstockexchange.com/prices-and-news/prices-news/home.htm>.

The settlement procedure with respect to the Acquisition will be consistent with UK practice, which differs from US domestic tender offer procedures in certain material respects, particularly with regard to the date of payment.

The receipt of cash pursuant to the Scheme by a US holder of Tarsus Shares as consideration pursuant to the terms of the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local tax laws.

Each Tarsus Shareholder is urged to consult his or her own professional advisers immediately regarding the legal and tax consequences of the Scheme applicable to him or her.

12 Actions to be taken

To become Effective, the Scheme requires, amongst other things, the approval of a majority in number of those Independent Scheme Shareholders present, entitled to vote and voting at the Court Meeting and at any separate class meeting which may be required (or any adjournment thereof), whether in person or by proxy, representing at least 75% of the voting rights of the Scheme Shares held by such Independent Scheme Shareholders.

The Scheme also requires (i) the passing of the Special Resolution, which requires the approval of at least two-thirds of the votes cast at the General Meeting on the Special Resolution, (ii) the passing of the Rollover Resolution, which requires the approval of more than 50% of the votes cast at the General Meeting on the Rollover Resolution and (iii) the sanction of the Court. Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended and/or voted at the Court Meeting or the General Meeting and whether they voted for, or against, or abstained from voting on, the resolutions proposed at such Meetings.

Forms of Proxy for the Court Meeting and the General Meeting are enclosed with this document and should be completed, signed and returned by post or (during normal business hours only) by hand to Link Asset Services, PXS 1, 34 Beckenham Road, Beckenham, Kent BR3 4TU as soon as possible and, in any event, so as to be received not later than 48 hours before the time appointed for the relevant Meeting (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the holding of the adjourned Meeting(s), excluding any part of a day that is not a business day).

If the BLUE Form of Proxy for use at the Court Meeting is not returned by the above time, it may be handed to the Chairman of the Court Meeting or to a representative of Link Asset Service on behalf of the Chairman of the Court Meeting before the start of that Meeting and will still be valid.

However, in the case of the General Meeting, the WHITE Form of Proxy must be returned by the time mentioned above or it will be invalid.

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

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of Independent Scheme Shareholder opinion.

13 Shareholder helpline

If you have any questions about this document, the Court Meeting or the General Meeting, or are in any doubt as to how to complete and/or return the Forms of Proxy, please telephone Link Asset Services on 0371 664 0321 (from within the UK) or +44 (0)371 664 0321 (from outside the UK). Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. and 5:30 p.m., Monday to Friday, excluding public holidays in England and Wales. Please note that Link Asset Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

14 Further information

The terms of the Scheme are set out in full in Part 4 (*The Scheme of Arrangement*) of this document. Your attention is also drawn to the further information set out in this document, all of which forms part of this Explanatory Statement, including the financial information on Tarsus incorporated by reference in Part 5 (*Financial Information*) and the additional information set out in Part 6 (*Additional Information*) of this document.

Documents published and available for inspection are listed in paragraph 12 of Part 6 (*Additional Information*) of this document.

Yours faithfully,

James Arculus
for and on behalf of
Deutsche Bank AG, London Branch

PART 3

CONDITIONS

This Part 3 (*Conditions*) sets out the conditions to, and certain further terms of, the implementation of the Scheme and the Acquisition.

Part A

Conditions to the Acquisition

- 1 The Acquisition is conditional upon the Scheme becoming unconditional and becoming Effective, subject to the Code, by no later than 11:59 p.m. on the Long Stop Date.

Scheme approval

- 2 The Scheme is conditional upon:

2.1

- 2.1.1 its approval by a majority in number representing not less than 75% of the voting rights of the Scheme Shares held by the Independent Scheme Shareholders who are on the register of members of Tarsus at the Voting Record Time (or the relevant class or classes thereof, if applicable) in each case present, entitled to vote and voting, either in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court or at any adjournment of any such meeting; and

- 2.1.2 the Court Meeting and any separate class meeting which may be required by the Court or any adjournment of any such meeting being held on or before the 22nd day after the expected date of the Court Meeting (or such later date, if any, as Bidco and Tarsus may agree and the Court may allow);

2.2

- 2.2.1 all resolutions necessary to approve and implement the Scheme being duly passed by the requisite majority or majorities at the General Meeting or at any adjournment of that meeting;

- 2.2.2 the Rollover Resolution being duly passed by the requisite majority or majorities at the General Meeting or at any adjournment of that meeting; and

- 2.2.3 the General Meeting or any adjournment of that meeting being held on or before the 22nd day after the expected date of the General Meeting (or such later date, if any, as Bidco and Tarsus may agree and the Court may allow); and

2.3

- 2.3.1 the sanction of the Scheme by the Court with or without modification (but subject to any such modification being acceptable to Bidco and Tarsus); and

- 2.3.2 the Court Hearing being held on or before the 22nd day after the expected date of the Court Hearing (or such later date, if any, as Bidco and Tarsus may agree and the Court may allow).

- 3 In addition, Bidco and Tarsus have agreed that, subject to the requirements of the Panel and in accordance with the Code, the Acquisition will also be conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

Regulatory approval

General Third Party clearances

- 3.1 the waiver (or non-exercise within any applicable time limits) by any relevant government or governmental, quasigovernmental, supranational, statutory, regulatory, administrative, environmental, professional or investigative body, court, trade agency, association, institution,

any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction (each a “**Third Party**”) of any termination right, right of pre-emption, first refusal or similar right arising as a result of or in connection with the Acquisition including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control of, Tarsus by Bidco or any member of the Bidco Group;

3.2 other than in relation to the regulatory approvals referred to in paragraph 3.1 above, no Third Party having decided to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or enacted, made or proposed any statute, regulation, decision or order, or having taken any other steps which would or might reasonably be expected to (in any case which is material in the context of the Acquisition):

3.2.1 require, prevent or delay the divestiture, or alter the terms envisaged for any proposed divestiture, by any member of the Wider Bidco Group or any member of the Wider Tarsus Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own, control or manage any of their respective assets or properties or any part thereof;

3.2.2 require, prevent or delay, or alter the terms envisaged for, any proposed divestiture by any member of the Wider Bidco Group of any shares or other securities in Tarsus;

3.2.3 impose any limitation on, or result in a delay in, the ability of any member of the Wider Bidco Group directly or indirectly to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Tarsus Group or to exercise management control over any such member, in each case, to an extent which is material in the context of the Wider Tarsus Group;

3.2.4 otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Bidco Group or of any member of the Wider Tarsus Group;

3.2.5 make the Acquisition or its implementation or the acquisition or proposed acquisition by Bidco or any member of the Wider Bidco Group of any shares or other securities in, or control of, Tarsus void, illegal, and/or unenforceable under the laws of any relevant jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, delay or otherwise adversely interfere with the same, or impose additional conditions or obligations with respect thereto, or otherwise challenge or interfere therewith;

3.2.6 require (save as envisaged in the Acquisition or Article 117 of Jersey Companies Law) any member of the Wider Bidco Group or the Wider Tarsus Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Tarsus Group or the Wider Bidco Group owned by any third party;

3.2.7 impose any limitation on or result in any delay in the ability of any member of the Wider Bidco Group to integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider Tarsus Group which is adverse in the context of the Wider Tarsus Group or the Wider Bidco Group; or

3.2.8 result in any member of the Wider Tarsus Group ceasing to be able to carry on business under any name under which it presently does so,

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

3.3 in addition to the regulatory approvals referred to in paragraph 3.1 above, all material filings, applications and/or notifications which are necessary or considered appropriate by Bidco (acting reasonably) having been made in connection with the Acquisition and all relevant waiting periods and other time periods (including any extensions thereof) under any applicable

legislation or regulation of any jurisdiction having expired, lapsed or been terminated and all material statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Acquisition or the acquisition by any member of the Wider Bidco Group of any shares or other securities in, or control or management of, Tarsus or any member of the Wider Tarsus Group or the carrying on by any member of the Wider Tarsus Group of its business;

- 3.4 in addition to the regulatory approvals referred to in paragraph 3.1 above, all material authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals for the proposed acquisition of any shares or other securities in, or control of, Tarsus by any member of the Wider Bidco Group having been obtained in terms and in a form reasonably satisfactory to Bidco from all necessary Third Parties or persons with whom any member of the Wider Tarsus Group has entered into contractual arrangements or other material business relationships, and all such authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals together with all authorisations orders, recognitions, grants, licences, confirmations, clearances, permissions and approvals necessary or appropriate to carry on the business of any member of the Wider Tarsus Group, remaining in full force and effect and all material filings necessary for such purpose have been made and there being no notice or intimation of any intention to revoke, suspend, restrict, modify or not to renew any of the same at the time at which the Acquisition becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;

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

- 3.5 except as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Tarsus Group is a party or by or to which any such member or any of its assets are or may be bound, entitled or subject, which, in each case as a consequence of the Acquisition or the proposed acquisition of any shares or other securities in Tarsus or because of a change in the control or management of Tarsus or otherwise, would or would reasonably be expected to result in (in each case to an extent which is material in the context of the Wider Tarsus Group as a whole, or in the context of the Acquisition):
- 3.5.1 any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
- 3.5.2 any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely affected or any onerous obligation or liability arising or any action being taken or arising thereunder;
- 3.5.3 any assets or interests of any such member being or falling to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest would be reasonably likely to be required to be disposed of or charged or would be reasonably likely to cease to be available to any such member other than in the ordinary course of business;
- 3.5.4 the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any such member or any such mortgage, charge or other security interest (whenever arising or having arisen) becoming enforceable;
- 3.5.5 the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;
- 3.5.6 the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;

- 3.5.7 any such member ceasing to be able to carry on business under any name under which it presently does so;
- 3.5.8 the creation of any liability, actual or contingent, by any such member, other than trade creditors or other liabilities incurred in the ordinary course of business; or
- 3.5.9 any requirement on any such member to acquire, subscribe, pay up or repay any shares or other securities (or the equivalent),

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Tarsus Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs 3.5.1 to 3.5.9 above, in each case which is or would be material in the context of the Wider Tarsus Group taken as a whole;

No material transactions, claims or changes in the conduct of the business of the Tarsus Group

- 3.6 except as Disclosed, no member of the Wider Tarsus Group having, since 31 December 2018:
 - 3.6.1 save as between Tarsus and the Wider Tarsus Group, or for Tarsus Shares issued pursuant to the exercise of options granted under the Tarsus Share Plans before the date of the Rule 2.7 Announcement, issued, agreed to issue, authorised or proposed the issue of additional shares of any class or securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
 - 3.6.2 other than to another member of the Wider Tarsus Group, sold (or agreed to transfer or sell) any treasury shares;
 - 3.6.3 other than to another member of the Tarsus Group, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution whether payable in cash or otherwise save for the Pre-Close Dividend;
 - 3.6.4 save for intra-Wider Tarsus Group transactions, authorised or implemented any merger or demerger with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case other than in the ordinary course of business;
 - 3.6.5 save for intra-Wider Tarsus Group transactions, made or authorised or proposed or announced an intention to propose any material change in its loan capital or issued or authorised the issue of any debentures or incurred or increased any indebtedness or contingent liability;
 - 3.6.6 issued, authorised or proposed the issue of any debentures or (save for intra-Wider Tarsus Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any liability (actual or contingent);
 - 3.6.7 purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraph 3.6.1 above, made any other change to any part of its share capital;
 - 3.6.8 implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business or entered into or changed the terms of any contract with any director or senior executive;
 - 3.6.9 entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which is or would be reasonably likely to be materially restrictive on the

businesses of any member of the Wider Tarsus Group or the Wider Bidco Group or which involves an obligation of such a nature or magnitude or which is other than in the ordinary course of business and which, in any such case, is material in the context of the Wider Tarsus Group taken as a whole;

- 3.6.10 been unable or deemed unable, or admitted in writing that it is unable, to pay its debts as they fall due 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, in any such case, is material in the context of the Wider Tarsus Group taken as a whole;
- 3.6.11 (other than in respect of a member of the Wider Tarsus Group which is dormant and was solvent at the relevant time) taken any corporate action or had any legal proceedings started or threatened against it for its winding-up (voluntary or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed;
- 3.6.12 commenced negotiations with any of its creditors or taken any step with a view to rescheduling or restructuring any of its indebtedness or entered into a composition, compromise, assignment or arrangement with any of its creditors whether by way of a voluntary arrangement, scheme of arrangement, deed of compromise or otherwise, or been declared "en état de désastre", which, in any such case, is material in the context of the Wider Tarsus Group taken as a whole;
- 3.6.13 entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Tarsus Group or the Wider Bidco Group other than to a nature and extent which is normal in the context of the business concerned;
- 3.6.14 waived, settled, abandoned or compromised any claim or admitted any dispute, claim or counter-claim whether made or potential and whether by or against any member of the Wider Tarsus Group (otherwise than in the ordinary course of business) and which is material in the context of the Wider Tarsus Group taken as a whole;
- 3.6.15 entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition and which is material in the context of the Wider Tarsus Group taken as a whole;
- 3.6.16 other than in connection with the Acquisition, made any alteration to its constitutional documents which is material in the context of the Acquisition;
- 3.6.17 having made or agreed or consented to any change to:
 - 3.6.17.1 the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Tarsus Group for its directors, employees or their dependents;
 - 3.6.17.2 the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
 - 3.6.17.3 the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
 - 3.6.17.4 the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, to an extent which is material in the context of the Wider Tarsus Group taken as a whole;
- 3.6.18 proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of

employment of any person employed by the Wider Tarsus Group and in each case which is material in the context of the Wider Tarsus Group taken as a whole; or

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

No adverse change, litigation or regulatory enquiry

- 3.7 except as Disclosed, since 31 December 2018:

- 3.7.1 no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects of any member of the Wider Tarsus Group which is material in the context of the Wider Tarsus Group taken as a whole;
- 3.7.2 no litigation, arbitration proceedings, prosecution or other legal or regulatory proceedings to which any member of the Wider Tarsus Group is or may become a party (whether as a claimant, defendant or otherwise) and no investigation by any Third Party against or in respect of any member of the Wider Tarsus Group having been instituted, announced or threatened by or against or remaining outstanding in respect of any member of the Wider Tarsus Group, in each case which is material in the context of the Wider Tarsus Group taken as a whole;
- 3.7.3 no contingent or other liability having arisen or become apparent to Bidco which would be reasonably likely to adversely affect any member of the Wider Tarsus Group, taken as a whole;
- 3.7.4 no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any material licence held by any member of the Wider Tarsus Group which is necessary for the proper carrying on of its business; and
- 3.7.5 no member of the Wider Tarsus Group having conducted its business in breach of any applicable laws and regulations which in any case is material in the context of the Wider Tarsus Group taken as a whole;

No discovery of certain matters

- 3.8 except as Disclosed, Bidco not having discovered:

- 3.8.1 that any financial, business or other information concerning the Wider Tarsus Group as contained in the information publicly disclosed before the date of the Rule 2.7 Announcement by or on behalf of any member of the Wider Tarsus Group is misleading, contains a misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which was not subsequently corrected before the date of the Rule 2.7 Announcement by disclosure by or on behalf of the Wider Tarsus Group through the publication of an announcement via a Regulatory Information Service or otherwise; or
- 3.8.2 that any member of the Wider Tarsus Group is subject to any liability (actual or contingent) which is not disclosed in the annual report and accounts of Tarsus for the financial year ended 31 December 2018,

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

- 3.9 except as Disclosed, Bidco not having discovered that:

- 3.9.1 any past or present member of the Wider Tarsus Group has failed to comply in any material respect with any and/or all applicable legislation or regulations of any jurisdiction with regard to the use, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair materially the environment (including property) or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which storage, carriage,

disposal, spillage, release, discharge, leak or emission would be likely to give rise to any material liability (actual or contingent) on the part of any member of the Wider Tarsus Group;

- 3.9.2 there is, or is likely to be, for that or any other reason whatsoever, any material liability (actual or contingent) of any past or present member of the Wider Tarsus Group to make good, repair, reinstate or clean up any property now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Tarsus Group, under any environmental legislation, regulation, notice, circular or order of any government, governmental, quasigovernmental, state or local government, supranational, statutory or other regulatory body, agency, court, association or any other person or body in any jurisdiction;

Anti-corruption, sanctions and criminal property

3.10 except as Disclosed, Bidco not having discovered that:

- 3.10.1 any past or present member, director, officer or employee of the Tarsus Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption legislation or any person that performs or has performed services for or on behalf of the Wider Tarsus 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; or
- 3.10.2 any asset of any member of the Wider Tarsus Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition); or
- 3.10.3 any past or present member, director, officer or employee of the Tarsus 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 or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US or European Union laws or regulations, including the economic sanctions administered by the US Office of Foreign Assets Control, or HM Treasury in the United Kingdom or (ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the US, the European Union or any of its member states; or
- 3.10.4 any member of the Tarsus Group has engaged in any transaction which would cause Bidco to be in breach of any law or regulation upon its acquisition of Tarsus, including the economic sanctions of the US Office of Foreign Assets Control, or HM Treasury & Customs in the United Kingdom, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the US, the European Union or any of its member states.

Part B

Waiver and invocation of the Conditions

- 1 Subject to the requirements of the Panel in accordance with the Code, Bidco reserves the right to waive, in whole or in part, all or any of the Conditions in Part A above, except for Conditions 1, 2.1.1, 2.2.1, 2.2.2 and 2.3.1, which cannot be waived.
- 2 The Acquisition will be subject to the satisfaction (or waiver, if permitted) of the Conditions in Part A above, and to certain further terms set out in Part D below, and to the full terms and conditions set out in this Part 3 (*Conditions*).
- 3 Conditions 2.1, 2.2 and 3.1 to 3.10 (inclusive) must be fulfilled, or (if capable of waiver) waived by, no later than 11:59 p.m. on the date immediately preceding the date of the Court

Hearing. The Acquisition will lapse if it does not become Effective by 11:59 p.m. on the Long Stop Date. Bidco shall be under no obligation to waive or treat as satisfied any of the Conditions which are capable of waiver by a date earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding that the other Conditions to the Acquisition 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.

- 4 Under Rule 13.5 of the Code, Bidco may not invoke any Condition so as to cause the Acquisition 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 Bidco in the context of the Acquisition. The Conditions contained in paragraphs 1 and 2 of Part A and, if applicable, the acceptance condition referred to in paragraph 2 of Part C (in the event the Acquisition is implemented by way of a Takeover Offer) are not subject to this provision of the Code.

Part C

Implementation by way of Takeover Offer

- 1 Subject to obtaining the consent of the Panel, Bidco reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme.
- 2 In such event, such Takeover Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme (subject to appropriate amendments for an acquisition being made by way of a Takeover Offer, including (without limitation) the inclusion of an acceptance condition set at 90% of the Tarsus Shares to which the Takeover Offer relates (or such lesser percentage as may be determined by Bidco after consultation with the Panel (if necessary)), being in any case more than 50% of the voting rights normally exercisable at a general meeting of Tarsus, including, for this purpose, any such voting rights attaching to Tarsus Shares that are issued before the Takeover Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise). Further, if sufficient acceptances of the Takeover Offer are received and/or sufficient Tarsus Shares are otherwise acquired, it is the intention of Bidco to apply the provisions of the Jersey Companies Law to compulsorily acquire any outstanding Tarsus Shares to which the Takeover Offer relates.

Part D

Certain further terms of the Acquisition

- 1 If Bidco is required by the Panel to make an offer for Tarsus Shares under the provisions of Rule 9 of the Code, Bidco may make such alterations to any of the above Conditions and terms of the Acquisition as are necessary to comply with the provisions of that Rule.
- 2 The Acquisition shall lapse if:
 - 2.1 in so far as the Acquisition constitutes, or is deemed to constitute, a concentration with an EU dimension within the scope of the EU Merger Regulation, the European Commission either initiates proceedings under Article 6(1)(c) of the EU Merger Regulation or makes a referral to the CMA under Article 9(1) of the EU Merger Regulation and then the Acquisition or matter arising from or relating to it becomes subject to a CMA Phase 2 Reference; or
 - 2.2 the Acquisition or any matter arising from or relating to it becomes subject to a CMA Phase 2 Reference,
in each case before the date of the Meetings.
- 3 The availability of the Acquisition to persons resident in, or citizens of, or otherwise subject to, jurisdictions outside the United Kingdom or Jersey may be affected by the laws of the relevant jurisdictions. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. Tarsus Shareholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.
- 4 Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

- 5 Bidco reserves the right to reduce the consideration payable in respect of each Tarsus Share under the terms of the Acquisition to the extent that the Pre-Close Dividend exceeds 7.7 pence for each Tarsus Share. If any dividend or other distribution is announced, declared, made, payable or paid in respect of the Tarsus Shares on or after the date of the Rule 2.7 Announcement and prior to the Effective Date, other than the Pre-Close Dividend, Bidco reserves the right to reduce the consideration payable in respect of each Tarsus Share by the amount of all or part of any such dividend or other distribution, provided that, to the extent that such dividend or distribution is cancelled, the consideration shall not be subject to change. If Bidco exercises this right or makes such a reduction in respect of a dividend or other distribution, Tarsus Shareholders will be entitled to receive and retain that dividend or other distribution.
- 6 The Scheme Shares will be acquired by Bidco fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests whatsoever and together with all rights existing at the date of the Rule 2.7 Announcement or thereafter attaching thereto, including (without limitation) voting rights and the right to receive and retain, in full, all dividends and other distributions (if any) declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made on or after the date of the Rule 2.7 Announcement, other than the Pre-Close Dividend and any other dividend or distribution in respect of which Bidco exercises its right under the terms of the Acquisition to reduce the consideration payable in respect of each Tarsus Share.
- 7 Bidco reserves the right for any other entity directly or indirectly owned by Bidco or advised by Charterhouse Capital Partners LLP from time to time to implement the Acquisition.
- 8 Unless otherwise determined by Bidco or required by the Code, the Acquisition is not being made, directly or indirectly, in or into, or by use of the mails or any other means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction and shall not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction.
- 9 The Acquisition will be governed by Jersey law and be subject to the jurisdiction of the Court and to the Conditions and further terms set out in this Part 3 (*Conditions*). The Acquisition will also be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the FCA.

PART 4

THE SCHEME OF ARRANGEMENT

ROYAL COURT OF JERSEY
SAMEDI DIVISION

File No. 2019/154

IN THE MATTER OF TARSUS GROUP PLC
and
IN THE MATTER OF THE COMPANIES (JERSEY) LAW 1991

SCHEME OF ARRANGEMENT
(under Article 125 of the Companies (Jersey) Law 1991)

between
TARSUS GROUP PLC
and
THE SCHEME SHAREHOLDERS
(as hereinafter defined)

PRELIMINARY

A In this Scheme, unless inconsistent with the subject or context, the following expressions have the following meanings:

“£”, “pounds sterling” or “pence”	the lawful currency of the UK;
“Bidco”	Tiger Acquisitions UK Limited, a company incorporated in England and Wales with registered number 11988001;
“Bidco Group”	Bidco and its subsidiary undertakings from time to time;
“certificated” or “in certificated form”	not in uncertificated form (that is, not in CREST);
“Charterhouse Funds”	CCP X No.1 LP, CCP X No. 2 LP, CCP X Co-investment LP and Charterhouse Tiger LP, being funds advised by Charterhouse Capital Partners LLP;
“Court”	the Royal Court of Jersey;
“Court Hearing”	the hearing of the Court to sanction this Scheme;
“Court Meeting”	the meeting or meetings of Independent Scheme Shareholders or any class or classes thereof convened by order of the Court pursuant to Article 125 of the Jersey Companies Law for the purposes of considering and, if thought fit, approving this Scheme (with or without amendment approved or imposed by the Court and agreed to by Bidco and Tarsus) and any adjournment, postponement or reconvention thereof;
“Court Order”	the Act of Court sanctioning this Scheme;
“CREST”	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the relevant system (as defined in the CREST Regulations) of which Euroclear is the Operator (as defined in the CREST Regulations);

“CREST Manual”	the CREST Manual published by Euroclear, as amended from time to time;
“CREST Regulations”	the Companies (Uncertificated Securities) (Jersey) Order 1999, as amended from time to time;
“Effective Date”	the date on which this Scheme becomes effective in accordance with clause 6;
“Euroclear”	Euroclear UK & Ireland Limited, incorporated in England and Wales with registered number 02878738;
“Excluded Shares”	the Rollover Shares and any Tarsus Shares which, at the relevant time, are: <ul style="list-style-type: none"> (i) registered in the name of or beneficially owned by Bidco or its nominee(s) or any other member of the Bidco Group; or (ii) held in treasury;
“Family Members”	Caroline Emslie (the wife of Douglas Emslie) and Tracy O’Brien (the wife of Dan O’Brien);
“holder”	a registered holder and includes any person(s) entitled by transmission;
“Independent Scheme Shareholders”	Scheme Shareholders other than: (i) the Rollover Shareholders and Simon Smith’s daughter and (ii) any person holding Tarsus Shares on behalf of the Rollover Shareholders and/or Simon Smith’s daughter;
“Jersey”	the Island of Jersey;
“Jersey Companies Law”	the Companies (Jersey) Law 1991, as amended;
“Latest Practicable Date”	6:00 p.m. on 14 June 2019, being the latest practicable business day before the date of the Scheme Document;
“Long Stop Date”	31 October 2019 or such later date (if any) as Bidco and Tarsus may agree, with the consent of the Panel, and which (if required) the Court may allow;
“Pre-Close Dividend”	a final dividend of 7.7 pence for each Tarsus Share to be paid by the Company in respect of the 12 month period ended 31 December 2018, subject to approval of such dividend by Tarsus Shareholders at Tarsus’ annual general meeting on 19 June 2019, to Tarsus Shareholders who were on the Company’s register of members at the close of business on 24 May 2019;
“Receiving Agent”	the receiving agent appointed by the Company and Bidco for the purposes of this Scheme, being Link Market Services Limited;
“Registrar of Companies”	the registrar of companies in Jersey;
“Rollover Managers”	Douglas Emslie, Dan O’Brien and Simon Smith;
“Rollover Shareholders”	the Rollover Managers and the Family Members;
“Rollover Shares”	the 1,692,951 Tarsus Shares beneficially owned by the Rollover Shareholders which will be exchanged for loan notes issued by Bidco pursuant to a put and call option deed dated 24 May 2019 between the Rollover Shareholders, Bidco, Tiger Acquisitions Holding Limited, Tiger Acquisitions Intermediate Holding Limited and Tiger Acquisitions (Jersey) Limited;
“Scheme”	this scheme of arrangement under Article 125 of the Jersey Companies Law between the Company and Scheme Shareholders in its present form or with or subject to any

	modification, addition or condition which Bidco and the Company may agree and the Court may impose or, if required, approve;
“Scheme Document”	the circular dated 17 June 2019 sent by the Company to holders of Tarsus Shares (of which this Scheme forms part);
“Scheme Record Time”	6:00 p.m. on the business day immediately after the date of the Court Hearing;
“Scheme Shareholder”	a holder of Scheme Shares at any relevant date or time;
“Scheme Shares”	all Tarsus Shares; (i) in issue at the date of the Scheme Document; (ii) if any, issued after the date of the Scheme Document and before the Voting Record Time; and (iii) if any, issued at or after the Voting Record Time and before the Scheme Record Time, either on terms that the original or any subsequent holders of such shares are to be bound by this Scheme or in respect of which their holders are, or shall have agreed in writing to be, bound by this Scheme, and, in each case, remaining in issue at the Scheme Record Time, but excluding any Excluded Shares;
“subsidiary”	has the meaning given to it in section 1159 of the Companies Act;
“subsidiary undertaking”	has the meaning given to it in section 1162 of the Companies Act;
“Tarsus” or the “Company”	Tarsus Group plc, incorporated in Jersey with registered number 101579;
“Tarsus 2008 CSOP”	the Tarsus Company Share Option Plan, as approved in 2008;
“Tarsus 2008 SAYE”	the Tarsus Savings Related Share Option Plan 2008, as approved in 2008;
“Tarsus 2011 LTIP”	the Tarsus 2011 Long Term Incentive Plan, as approved in 2011 and amended in 2012;
“Tarsus 2016 ERP”	the Tarsus 2016 Executive Retention Plan, as approved in 2016;
“Tarsus 2018 CSOP”	the Tarsus Company Share Option Plan, as approved in 2018;
“Tarsus Group”	Tarsus and its subsidiary undertakings from time to time and, where the context permits, each of them;
“Tarsus Share Plans”	the Tarsus 2008 CSOP, the Tarsus 2008 SAYE, the Tarsus 2011 LTIP, the Tarsus 2016 ERP and the Tarsus 2018 CSOP;
“Tarsus Shares”	the ordinary shares of five pence each in the capital of the Company;
“uncertificated” or “in uncertificated form”	recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST; and
“Voting Record Time”	6:30 p.m. on the day which is two business days prior to the date of the Court Meeting or, if the Court Meeting is adjourned, 6:30 p.m. on the day which is two business days before the day of such adjourned meeting.

References to clauses are to clauses of this Scheme and all times referred to in this Scheme are London times unless otherwise specified.

B The issued share capital of the Company as at the Latest Practicable Date was £6,151,558.50, divided into 123,031,170 Tarsus Shares, all of which were credited as fully paid and none of which were held in treasury.

- C Bidco was incorporated in England and Wales on 9 May 2019 under the Companies Act 2006 as a private company limited by shares. Bidco is a wholly-owned indirect subsidiary of the Charterhouse Funds.
- D As at the Latest Practicable Date, no member of the Bidco Group held any Tarsus Shares.
- E Bidco has agreed to appear by Counsel at the Court Hearing and to undertake to the Court to be bound by the provisions of this Scheme and to execute and do or procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.
- F The Rollover Shareholders have agreed to be bound by the terms of this Scheme in respect of their beneficial holdings of a total of 263,548 Tarsus Shares, being all of the Tarsus Shares held by them as at the Latest Practicable Date which are not Rollover Shares. The Rollover Shareholders have also agreed that Counsel may provide to the Court a copy of their undertakings 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 Bidco or the Company in relation to such agreement (including, if so required, to appear before the Court by Counsel). The Rollover Shares are not Scheme Shares.
- G In addition, Simon Smith has agreed, in respect of 6,389 Tarsus Shares (being all of the Tarsus Shares beneficially held by his daughter but controlled by him as at the Latest Practicable Date), to be bound by the terms of this Scheme in respect of those Tarsus Shares. Simon Smith has also agreed that Counsel may provide to the Court a copy of his 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 Bidco or the Company in relation to such agreement (including, if so required, to appear before the Court by Counsel). The Tarsus Shares beneficially held by Simon Smith's daughter but controlled by him are Scheme Shares.

THE SCHEME

1 Transfer of Scheme Shares

- 1.1 On the Effective Date, Bidco and/or its nominee(s) shall acquire all of the Scheme Shares fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests whatsoever and together with all rights existing at the Effective Date or thereafter attaching thereto, including the right to receive and retain all dividends and other distributions (if any) announced, declared, made or paid in respect of the Scheme Shares by reference to a record date on or after the Effective Date.
- 1.2 For the purposes of such acquisition, the Scheme Shares shall be transferred to Bidco and/or its nominee(s) by means of a form of transfer or other instrument or instruction of transfer and, to give effect to such transfers, any person may be appointed by Bidco as attorney and/or agent and shall be authorised as such attorney or agent on behalf of the Scheme Shareholder concerned to execute and deliver as transferor a form of transfer or other instrument of transfer (whether as a deed or otherwise) of such Scheme Shares and every form or instrument of transfer so executed shall be as effective as if it had been executed by the holder or holders of the Scheme Shares thereby transferred.
- 1.3 Until the register of members of the Company is updated to reflect the transfer of the Scheme Shares pursuant to clause 1.2, upon and with effect from the Effective Date, each Scheme Shareholder irrevocably appoints Bidco and/or its nominee(s) and/or each of their agents and directors as their attorney and/or agent to exercise or to direct the exercise of any voting rights attached to the relevant Scheme Shares and any or all rights and privileges attaching to such Scheme Shares (including the right to requisition the convening of a general meeting of the Company or of any class of its shareholders), to sign on behalf of such Scheme Shareholder such documents, and do such things, as may in the opinion of Bidco and/or its nominee(s) and/or each of their respective agents and directors (in each case, acting reasonably) be necessary or desirable in connection with the exercise of any voting rights and any or all rights and privileges attaching to such Scheme Shares (including, without limitation, any consent to short notice of a general or separate class meeting or form of proxy or forms of proxy in

respect of such Scheme Shares appointing any person nominated by Bidco and/or its nominee (s) to attend general and separate class meetings of the Company) and authorises the Company and/or its agents to send to Bidco and/or its nominee(s) any notice, circular, warrant or other document or communication which may be required to be sent to them as a member of the Company (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Scheme Shares into certificated form). Upon and with effect from the Effective Date, each Scheme Shareholder agrees not to exercise any votes or any other rights attaching to the relevant Scheme Shares without the consent of Bidco, and irrevocably undertakes not to appoint a proxy or representative for or to attend any general meeting or separate class meeting of the Company. The authorities granted pursuant to clause 1.2 and this clause 1.3 shall be treated for all purposes as having been granted by deed.

- 1.4 The Company shall register, or procure the registration of, any transfer(s) of shares effected in accordance with clauses 1.1 and 1.2 of this Scheme.

2 Consideration for the transfer of Scheme Shares

- 2.1 In consideration for the transfer of the Scheme Shares to Bidco and/or its nominee(s) as provided in clause 1, and subject to clauses 2.2 and 3.7, Bidco shall pay, or procure that there shall be paid, to or for the account of each Scheme Shareholder (as appearing in the register of members of the Company at the Scheme Record Time):

for each Scheme Share

425 pence in cash

- 2.2 If any dividend or other distribution is authorised, declared, made or paid in respect of Tarsus Shares on or after 24 May 2019 and before the Effective Date (other than the Pre-Close Dividend, but provided that the Pre-Close Dividend does not exceed 7.7 pence per Tarsus Share), Bidco reserves the right to reduce the consideration payable in respect of each Scheme Share pursuant to clause 2.1 by the amount of all or part of (i) in the case of the Pre-Close Dividend, any excess of the Pre-Close Dividend over 7.7 pence per Tarsus Share or (ii) in any other case, any such other dividend or other distribution, except insofar as the Scheme Shares are or will be acquired pursuant to this Scheme on a basis which entitles Bidco (or its nominee(s)) to receive such other dividend or distribution and retain it.
- 2.3 If Bidco reduces the consideration in accordance with clause 2.2, the exercise of such right shall be the subject of an announcement and shall not constitute a revision or variation of the terms of this Scheme.
- 2.4 To the extent that any such dividend or other distribution is authorised, declared, made or paid and it is cancelled, the consideration will not be subject to change in accordance with clause 2.2.

3 Despatch of consideration

- 3.1 Bidco shall, no later than the 14th day after the Effective Date:
- 3.1.1 in the case of Scheme Shares which at the Scheme Record Time are in certificated form, despatch or procure to be despatched to the persons entitled thereto in accordance with clause 3.2, cheques for the sums payable to them respectively in accordance with clause 2; and
- 3.1.2 in the case of Scheme Shares which at the Scheme Record Time are in uncertificated form, arrange for the creation of an assured payment obligation in favour of the appropriate CREST account(s) of the persons entitled thereto in accordance with the CREST assured payment arrangements (as set out in the CREST Manual) in respect of the sums payable to them respectively in accordance with clause 2, provided that Bidco reserves the right to make payment of the said sums by cheque as aforesaid in clause 3.1.1 if, for any reason, it wishes to do so.
- 3.2 All deliveries of notices, cheques or statements of entitlement required to be made pursuant to this Scheme shall be effected by sending the same by first class post in pre-paid envelopes or by international standard post if overseas (or by such method as may be approved by the Panel) addressed to the persons entitled thereto at their respective registered addresses as appearing in the register of members of the Company at the Scheme Record Time or, in the case of joint holders, to the address of the holder whose name stands first in such register in respect of the joint holding concerned at such time.

- 3.3 All cheques shall be in pounds sterling drawn on a UK clearing bank and shall be made payable to the person or persons to whom, in accordance with the foregoing provisions of this clause 3, the envelope containing the same is addressed (save that, in the case of joint holders, Bidco reserves the right to make the cheque payable to all joint holders). The encashment of any such cheque shall be a complete discharge of Bidco's obligation under this Scheme to pay the monies represented thereby. The creation of an appropriate assured payment obligation as set out in clause 3.1.2 shall be a complete discharge of Bidco's obligation under this Scheme with reference to payments through the CREST system.
- 3.4 None of the Company or Bidco or their respective agents and/or nominee(s) shall be responsible for any loss or delay in the posting or transmission of any documents, remittances or cheques sent or transmitted in accordance with this Scheme, which shall be sent at the risk of the persons entitled thereto.
- 3.5 In the case of Scheme Shareholders that have not encashed cheques within six months from the Effective Date, the consideration due to such Scheme Shareholders under this Scheme will be remitted to the Company within six months and one week from the Effective Date, to be held by it on trust for such Scheme Shareholders and the Company will notify such Scheme Shareholders at that time. Pending receipt by the Company of valid claims by such Scheme Shareholders, the Company will hold the consideration due to such Scheme Shareholders on trust for a period of 10 years from the Effective Date, in a separate, interest-bearing UK bank account established solely for that purpose, and such Scheme Shareholders may claim the consideration due to them (plus any interest accrued thereon) by written notice to the Company at any time during the period of 10 years from the Effective Date.
- 3.6 In the case of any Scheme Shares issued or transferred under the Tarsus Share Plans after the Court Hearing and before the Scheme Record Time, Bidco may satisfy the consideration due to the relevant Scheme Shareholders under clause 2 by the payment to the Company of the aggregate consideration no later than 14 days after the Effective Date and the Company will procure that any such sums paid to it are paid to the relevant Scheme Shareholders through the payroll of the relevant Scheme Shareholders' employing company as soon as practicable and subject to all deductions or withholdings required by law (including applicable income tax and social security contributions or their equivalent in any jurisdiction).
- 3.7 The provisions of this clause 3 shall be subject to any prohibition or condition imposed by law.

4 Certificates and cancellation of CREST entitlements

- 4.1 With effect from and including the Effective Date:
- 4.1.1 all certificates representing Scheme Shares in certificated form shall cease to have effect as documents of title to the Scheme Shares comprised therein and every Scheme Shareholder shall be bound, at the request of the Company, to deliver up the same to the Company or to any person appointed by the Company to receive the same, or, as the Company may direct, to destroy the same;
- 4.1.2 entitlements to Scheme Shares held within CREST will be disabled and the Company shall procure that Euroclear shall be instructed to cancel the entitlements of Scheme Shareholders to Scheme Shares in uncertificated form; and
- 4.1.3 following cancellation of the entitlements to Scheme Shares of Scheme Shareholders in uncertificated form, the Company's registrar shall be authorised to rematerialise entitlements to such Scheme Shares.
- 4.2 Subject to the completion of any such transfers, forms, instruments or instructions as may be required in accordance with clause 1.2, the Company shall procure that appropriate entries shall be made in the register of members of the Company with effect from the Effective Date to reflect the transfer of the Scheme Shares in accordance with clause 1 and the Company shall comply with its obligations set out in clause 1.4 in this respect.

5 Mandates and dividends

All mandates relating to the payment of dividends on any Scheme Shares and other instructions (including communications preferences) given to the Company by Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.

6 Effective Date

- 6.1 This Scheme shall become effective as soon as a copy of the Court Order has been delivered to the Registrar of Companies for registration.
- 6.2 Unless this Scheme has become effective in accordance with its terms on or before the Long Stop Date, this Scheme shall never become effective.

7 Modification

The Company and Bidco may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition that the Court may approve or impose. Any such modification or addition shall require the consent of the Panel on Takeovers and Mergers, if and to the extent that such consent is required under the City Code on Takeovers and Mergers.

8 Governing Law

This Scheme is governed by Jersey law and is subject to the jurisdiction of the courts of Jersey. The rules of the City Code on Takeovers and Mergers will apply to this Scheme.

Dated 17 June 2019

PART 5

FINANCIAL INFORMATION

Section A: Financial Information relating to Tarsus

The following table sets out financial information in respect of Tarsus required by Rule 24.3 of the Code. The documents referred to below (or parts thereof), the contents of which have previously been announced through a Regulatory Information Service, are available free of charge on Tarsus' website (www.tarsus.com), and are incorporated into this document by reference pursuant to Rule 24.15 of the Code:

Information incorporated by reference into this document	Hyperlink	Page numbers in reference document
Tarsus annual report and accounts for the financial year ended 31 December 2018	https://www.tarsus.com/sites/tarsus/corporate/files/reports/2018-ARA-final.pdf	Pages 83 to 142 (inclusive)
Tarsus annual report and accounts for the financial year ended 31 December 2017	https://www.tarsus.com/sites/tarsus/corporate/files/reports/2017-Annual-Report-and-Accounts.pdf	Pages 78 to 132 (inclusive)

The information above is available free of charge in "read only", printable format from the hyperlinks set out above.

Availability of hard copies

A person who has received this document may request a hard copy of any documents or information incorporated by reference into this document. A copy of any such documents or information incorporated by reference into this document will not be provided unless requested by either calling Tarsus' registrar, Link Asset Services, on 0371 664 0321 (from within the UK) or +44 (0)371 664 0321 (from outside the UK). Calls are charged at the standard geographic rate and will vary by provider. Calls from outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9:00 a.m. and 5:30 p.m., Monday to Friday, excluding public holidays in England and Wales. Please note that Link Asset Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

No incorporation of website information

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

Section B: Financial Information relating to Bidco

As Bidco was incorporated on 9 May 2019, no financial information is available or has been published in respect of it. Bidco has not traded since the date of its incorporation, has paid no dividends and has not entered into any obligations other than in connection with the Acquisition, as summarised in Part 6 (*Additional Information*) of this document.

Section C: Ratings

No ratings agency has publicly accorded any current credit rating or outlook to either the Company or Bidco.

PART 6

ADDITIONAL INFORMATION

1 Responsibility

- 1.1 The Tarsus Directors, whose names are set out in paragraph 2.1 below, accept responsibility for the information contained in this document, other than the information for which responsibility is taken by others pursuant to paragraphs 1.2 and 1.3 below. To the best of the knowledge and belief of the Tarsus Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The Independent Tarsus Directors, whose names are set out in paragraph 2.2 below, accept responsibility for the recommendations and opinions of the Independent Tarsus Directors relating to the Acquisition and the Rollover Arrangements contained in this document. To the best of the knowledge and belief of the Independent Tarsus Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.3 The Bidco Directors and Charterhouse Responsible Persons, whose names are set out in paragraphs 2.3 and 2.4 below, respectively, accept responsibility for the information contained in this document relating to Bidco, Charterhouse, the Wider Bidco Group, themselves and their respective close relatives, related trusts and other connected persons, and persons acting, or deemed to be acting, in concert (as such term is defined in the Code) with Bidco. To the best of the knowledge and belief of the Bidco Directors and the Charterhouse Responsible Persons (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2 Directors

- 2.1 The Tarsus Directors and their respective positions are:

Neville Buch	<i>Chairman of the Board and Chairman of the Committee of Independent Tarsus Directors</i>
Douglas Emslie	<i>Group Managing Director</i>
Dan O'Brien	<i>Group Finance Director</i>
David Gilbertson	<i>Non-Executive Director</i>
Keith Mansfield	<i>Non-Executive Director</i>
Robert Ware	<i>Non-Executive Director</i>

The Company's registered office is at 44 Esplanade, St Helier, Jersey JE4 9WG.

The company secretary of the Company is Simon Smith.

- 2.2 The Independent Tarsus Directors are Neville Buch, David Gilbertson, Keith Mansfield and Robert Ware.
- 2.3 The Bidco Directors and their respective positions are:

Sami Kassam	<i>Director</i>
Robert Leeming	<i>Director</i>
Thomas Patrick	<i>Director</i>

Bidco is a private limited company incorporated in England and Wales with registered number 11988001. The registered office of Bidco and the business address of all the above directors is Warwick Court, Paternoster Square, London EC4M 7DX. The company secretary of Bidco is Irina Watson.

2.4 The Charterhouse Responsible Persons and their respective positions are:

Lionel Giacomotto	<i>Managing Partner and Chairman of the Charterhouse Capital Partners LLP investment committee</i>
Stephan Morgan	<i>Member of the Charterhouse Capital Partners LLP investment committee</i>
Vincent Pautet	<i>Member of the Charterhouse Capital Partners LLP investment committee</i>
Fabrice Georget	<i>Member of the Charterhouse Capital Partners LLP investment committee</i>

The business address of each Charterhouse Responsible Person is Warwick Court, Paternoster Square, London EC4M 7DX.

3 Market quotations

The following table shows the Closing Price for one Tarsus Share on:

- 3.1 the first business day of each of the six months immediately prior to the date of this document;
- 3.2 23 May 2019, being the last business day prior to the commencement of the Offer Period; and
- 3.3 14 June 2019, being the latest practicable date prior to the date of this document.

Date	Price per Tarsus Share (pence)
2 January 2019	274
1 February 2019	259
1 March 2019	276
1 April 2019	308
1 May 2019	312
23 May 2019	312
3 June 2019	433
14 June 2019	431

4 Interests and dealings in relevant securities

4.1 For the purposes of this paragraph 4:

- 4.1.1 “**acting in concert**” has the meaning given to it in the Code;
- 4.1.2 “**arrangement**” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing (other than any irrevocable commitments and/or letters of intent to vote in favour of the Scheme and/or related resolutions, details of which are set out in paragraph 5 below);
- 4.1.3 “**control**” means an interest, or interests, in shares carrying in aggregate 30% or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether such interest(s) give(s) *de facto* control;
- 4.1.4 “**dealing**” has the meaning given to it in the Code and “**dealt**” has a corresponding meaning;
- 4.1.5 “**derivative**” has the meaning given to it in the Code;
- 4.1.6 “**Disclosure Date**” means 6:00 p.m. on 13 June 2019 (being the latest practicable business day before the date of this document);
- 4.1.7 “**Disclosure Period**” means the period beginning on 24 May 2018 (being the date 12 months prior to the date of commencement of the Offer Disclosure Period) and ending on the Disclosure Date;

- 4.1.8 “**interest**” or “**interests**” in relevant securities shall have the meaning given to it in the Code;
- 4.1.9 “**Offer Disclosure Period**” means the period commencing on 24 May 2019 and ending on the Disclosure Date;
- 4.1.10 “**relevant Tarsus securities**” mean relevant securities (such term having the meaning given to it in the Code in relation to an offeree) of Tarsus, including equity share capital of Tarsus (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;
- 4.1.11 “**relevant Bidco securities**” mean relevant securities (such term having the meaning given to it in the Code in relation to an offeror) of Bidco, including equity share capital of Bidco (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and
- 4.1.12 “**short position**” means any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

4.2 Interests in relevant Tarsus securities

Tarsus Directors

As at the Disclosure Date, the Tarsus Directors had interests in relevant Tarsus securities as set out below:

Director	Number of Tarsus Shares beneficially owned⁽¹⁾	Percentage of existing Tarsus Share capital⁽²⁾
Neville Buch	9,076,168	7.38%
Douglas Emslie ⁽³⁾	503,823	0.41%
David Gilbertson	44,518	0.04%
Keith Mansfield	91,028	0.07%
Dan O’Brien ⁽⁴⁾	106,949	0.09%
Robert Ware	300,000	0.24%

(1) Excludes shares which may in future be issued or transferred pursuant to the exercise of options under the Tarsus Share Plans (see below).

(2) Tarsus’ issued share capital as at the Disclosure Date was 123,031,170 Tarsus Shares. The interests in Tarsus Shares set out in this table are expressed as percentages, and calculated on the basis, of this figure.

(3) Includes 188,750 Tarsus Shares held through Douglas Emslie’s self-invested personal pension.

(4) Includes 8,000 Tarsus Shares held through Dan O’Brien’s self-invested personal pension.

As at the Disclosure Date, the Tarsus Directors had interests in relevant Tarsus securities as a result of options granted under the Tarsus Share Plans as set out below:

Name / Scheme	Date of grant	Vesting date	Expiration date	Exercise price	Number⁽¹⁾
Neville Buch					
Tarsus 2011 LTIP ⁽²⁾	03.03.2016	03.03.2019	03.03.2026	Nil	194,498
Tarsus 2011 LTIP ⁽²⁾	15.03.2017	15.03.2020	15.03.2027	Nil	189,787
Tarsus 2011 LTIP ⁽²⁾	05.03.2018	05.03.2021	05.03.2028	Nil	177,295
Tarsus 2011 LTIP ⁽²⁾	15.04.2019	15.04.2022	15.04.2029	Nil	181,416
Total					742,996
Douglas Emslie					
Tarsus 2008 SAYE	09.05.2016	01.06.2019	30.11.2019	£2.12	8,490
Tarsus 2011 LTIP ⁽²⁾	03.03.2016	03.03.2019	03.03.2026	Nil	377,346
Tarsus 2011 LTIP ⁽²⁾	15.03.2017	15.03.2020	15.03.2027	Nil	379,575
Tarsus 2011 LTIP ⁽²⁾	05.03.2018	05.03.2021	05.03.2028	Nil	354,590
Tarsus 2011 LTIP ⁽²⁾	15.04.2019	15.04.2022	15.04.2029	Nil	362,833
Tarsus 2016 ERP ⁽²⁾	20.06.2016	20.06.2021	20.06.2026	Nil	1,000,000
Total					2,482,834
Dan O'Brien					
Tarsus 2008 SAYE	09.05.2016	01.06.2019	30.11.2019	£2.12	8,490
Tarsus 2011 LTIP ⁽²⁾	03.03.2016	03.03.2019	03.03.2026	Nil	147,357
Tarsus 2011 LTIP ⁽²⁾	15.03.2017	15.03.2020	15.03.2027	Nil	146,859
Tarsus 2011 LTIP ⁽²⁾	05.03.2018	05.03.2021	05.03.2028	Nil	137,192
Tarsus 2011 LTIP ⁽²⁾	15.04.2019	15.04.2022	15.04.2029	Nil	140,390
Tarsus 2016 ERP ⁽²⁾	20.06.2016	20.06.2021	20.06.2026	Nil	330,000
Total					910,288

(1) All options in this column are unvested, save for the options granted on 03.03.2016 under the Tarsus 2011 LTIP, which have vested but have not been exercised.

(2) Subject to performance conditions.

Treasury shares and Tarsus EBT Trustee

As at the Disclosure Date, Tarsus held no shares in treasury, and the Tarsus EBT Trustee held 402,017 Tarsus Shares. The Tarsus EBT Trustee has agreed to transfer all such shares to holders of certain options under the Tarsus 2011 LTIP in satisfaction of the exercise of those options.

Tarsus' concert party

As at the Disclosure Date, persons deemed to be acting in concert with Tarsus (other than the Tarsus EBT Trustee referred to in the immediately preceding paragraph) had interests in relevant Tarsus securities as set out below:

Concert Party	Number of Tarsus Shares beneficially owned	Percentage of existing Tarsus Share capital⁽¹⁾
Chloe Buch (daughter of Neville Buch)	1,935,442 ⁽²⁾	1.57%
Dominic Buch (son of Neville Buch)	1,153,815	0.94%
Jill Buch (wife of Neville Buch)	6,787	0.01%
Bruce Emslie (brother of Douglas Emslie)	22	0.00%
Caroline Emslie (wife of Douglas Emslie)	1,045,807	0.85%
Gordon Emslie (brother of Douglas Emslie)	6,634	0.01%
Hamish Emslie (father of Douglas Emslie)	13,204	0.01%
Rhona Martin (sister of Douglas Emslie)	1,033	0.00%
Tracy O'Brien (wife of Dan O'Brien)	205,803	0.17%
Shirley Stephen (sister of Douglas Emslie)	1,089	0.00%
Jonathan Wilkes (brother-in-law of Douglas Emslie)	931	0.00%
Lesley Wilkes (sister-in-law of Douglas Emslie)	2,994	0.00%
Margaret Wilkes (mother-in-law of Douglas Emslie)	1,666	0.00%

(1) Tarsus' issued share capital as at the Disclosure Date was 123,031,170 Tarsus Shares. The interests in Tarsus Shares set out in this table are expressed as percentages, and calculated on the basis, of this figure.

(2) This includes 756,867 Tarsus Shares company held jointly by Chloe Buch and Dominic Buch.

4.3 Interests and dealings – general

4.3.1 Save as disclosed in this paragraph 4 and paragraph 5 below, as at the Disclosure Date:

4.3.1.1 none of (i) Bidco, (ii) the directors of Bidco or any of their respective close relatives, related trusts or connected persons or (iii) any other person acting in concert with Bidco had any interest in, right to subscribe in respect of, or short position in respect of, relevant Tarsus securities, and no such person has dealt in any relevant Tarsus securities during the Disclosure Period;

4.3.1.2 no person with whom Bidco or any person acting in concert with Bidco has an arrangement had an interest in, or a right to subscribe for, or had any short position in relation to, any relevant Tarsus securities, nor had any such person dealt in any relevant Tarsus securities during the Disclosure Period; and

4.3.1.3 neither Bidco, nor any person acting in concert with Bidco, had borrowed or lent any relevant Tarsus securities, save for any borrowed shares which have been either on-lent or sold.

4.3.2 Save as disclosed in this paragraph 4 and paragraph 5 below and in paragraph 5 of Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*) of this document, as at the Disclosure Date:

4.3.2.1 no member of the Tarsus Group had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of, relevant Tarsus securities or relevant Bidco securities, nor has any member of the Tarsus Group dealt in any relevant Tarsus securities or relevant Bidco securities during the Offer Disclosure Period;

4.3.2.2 none of the Tarsus Directors had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of, relevant

Tarsus securities or relevant Bidco securities, nor has any such person dealt in any relevant Tarsus securities or any relevant Bidco securities during the Offer Disclosure Period;

4.3.2.3 no person deemed to be acting in concert with Tarsus had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of, relevant Tarsus securities, nor has any such person dealt in any relevant Tarsus securities during the Offer Disclosure Period;

4.3.2.4 no person who has an arrangement with Tarsus had any interest in, right to subscribe in respect of, any short position under a derivative in relation to any, or had any delivery obligation or any right to require another person to take delivery of, relevant Tarsus securities, nor has any such person dealt in any relevant Tarsus securities during the Offer Disclosure Period; and

4.3.2.5 neither Tarsus, nor any person acting in concert with Tarsus, has borrowed or lent any relevant Tarsus securities, save for any borrowed shares which have been either on-lent or sold.

4.4 Save as disclosed herein, none of (i) Bidco or any person acting in concert with Bidco or (ii) Tarsus or any person acting in concert with Tarsus has any arrangement in relation to relevant Tarsus securities or relevant Bidco securities.

4.5 No relevant Tarsus securities have been redeemed or purchased by Tarsus during the Disclosure Period.

5 Irrevocable undertakings and letter of intent

Irrevocable undertakings – Independent Tarsus Directors

5.1 The following Independent Tarsus Directors have each given an irrevocable undertaking to vote (or procure the voting) in favour of the Scheme at the Court Meeting and in favour of the Resolutions at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in relation to the following Tarsus Shares in which they are beneficially interested:

Name	Number of Tarsus Shares	Percentage of existing issued Tarsus Shares
Neville Buch	9,076,168	7.38%
David Gilbertson	44,518	0.04%
Keith Mansfield	91,028	0.07%
Robert Ware	300,000	0.24%
Total	9,511,714	7.73%

5.2 The irrevocable undertakings from the individuals listed above will cease to be binding if:

5.2.1 the Acquisition, if made, lapses or is withdrawn, as the case may be, or, if applicable, the Scheme does not become Effective;

5.2.2 a competing offer for the entire issued and to be issued share capital of Tarsus is declared wholly unconditional or otherwise becomes Effective; or

5.2.3 any third party announces a firm intention to make an offer for all Tarsus Shares (not already owned by such third party), which provides for (i) an amount or value of consideration of not less than 10% greater than the amount or value of consideration offered under the Acquisition as at 5:00 p.m. on the last dealing day prior to the date of such announcement and (ii) which also permits Tarsus Shareholders to retain a final dividend of up to 7.7 pence for each Tarsus Share for the 12 month period ended 31 December 2018 without deduction.

- 5.3 These irrevocable undertakings will prevent each of the individuals listed above from (i) exercising any right of withdrawal of any acceptance of the Acquisition where such a right is otherwise exercisable under the Code or (ii) otherwise selling all or any part of their respective Tarsus Shares into the market.

Irrevocable undertakings – Rollover Shareholders

- 5.4 The following Rollover Shareholders have each irrevocably agreed to be bound by the Scheme in respect of their Scheme Shares (if any) and have given an irrevocable undertaking to vote (or procure the voting) in favour of the Resolutions at the General Meeting (other than the Rollover Resolution, on which they are not allowed to vote) (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in relation to the following Tarsus Shares in which they are beneficially interested:

Name	Number of Tarsus Shares	Percentage of existing issued Tarsus Shares
Caroline Emslie	1,045,807	0.85%
Douglas Emslie	503,823	0.41%
Dan O'Brien	106,949	0.09%
Tracy O'Brien	205,803	0.17%
Simon Smith	43,354	0.04%
Total	1,905,736	1.55%

- 5.5 The irrevocable undertakings from the individuals listed above will cease to be binding if:
- 5.5.1 the Acquisition, if made, lapses or is withdrawn, as the case may be, or, if applicable, the Scheme does not become Effective;
 - 5.5.2 a competing offer for the entire issued and to be issued share capital of Tarsus is declared wholly unconditional or otherwise becomes Effective; or
 - 5.5.3 any third party announces a firm intention to make an offer for all Tarsus Shares (not already owned by such third party), which provides for (i) an amount or value of consideration of not less than 10% greater than the amount or value of consideration offered under the Acquisition as at 5:00 p.m. on the last dealing day prior to the date of such announcement and (ii) which also permits Tarsus Shareholders to retain a final dividend of up to 7.7 pence for each Tarsus Share for the 12 month period ended 31 December 2018 without deduction.
- 5.6 These irrevocable undertakings will prevent each of the individuals listed above from (i) exercising any right of withdrawal of any acceptance of the Acquisition where such a right is otherwise exercisable under the Code or (ii) otherwise selling all or any part of their respective Tarsus Shares into the market.

Irrevocable undertakings – Other Tarsus Shareholders

- 5.7 The following persons have given an irrevocable undertaking to vote (or procure the voting) in favour of the Scheme at the Court Meeting and in favour of the Resolutions at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in relation to the following Tarsus Shares:

Name	Number of Tarsus Shares	Percentage of existing issued Tarsus Shares
AXA Investment Managers UK Limited	8,800,000	7.15%
Canaccord Genuity Fund Management Ltd	5,984,992	4.86%
Chloe Buch	1,935,442 ⁽¹⁾	1.57%
Dominic Buch	1,153,815	0.94%
Robert Goldman	3,233,355	2.63%
Ronald Klatz	3,233,355	2.63%
Philip O'Donnell	5,157,778	4.19%
Clive Smith	1,645,856	1.34%
Total	31,144,593	25.31%

(1) This includes 756,867 Tarsus Shares held jointly by Chloe Buch and Dominic Buch and in respect of which Chloe Buch is the senior registered holder

- 5.8 The irrevocable undertaking from AXA Investment Managers UK Limited does not apply if it loses discretionary management control over the relevant Tarsus Shares or where it would not be in the best interests of the beneficial owner of the relevant Tarsus Shares and will cease to be binding if:
- 5.8.1 the Acquisition, if made, lapses or is withdrawn, as the case may be, or, if applicable, the Scheme does not become Effective;
- 5.8.2 a competing offer for the entire issued and to be issued share capital of Tarsus is declared wholly unconditional or otherwise becomes Effective; or
- 5.8.3 any third party announces a firm intention to make an offer for all Tarsus Shares (not already owned by such third party), which provides for (i) an amount or value of consideration of not less than 5% greater than the amount or value of consideration offered under the Acquisition as at 5:00 p.m. on the last dealing day prior to the date of such announcement and (ii) which also permits Tarsus Shareholders to retain a final dividend of up to 7.7 pence for each Tarsus Share for the 12 month period ended 31 December 2018 without deduction.
- 5.9 The irrevocable undertakings from the other persons listed above will cease to be binding if:
- 5.9.1 the Acquisition, if made, lapses or is withdrawn, as the case may be, or, if applicable, the Scheme does not become Effective;
- 5.9.2 a competing offer for the entire issued and to be issued share capital of Tarsus is declared wholly unconditional or otherwise becomes Effective; or
- 5.9.3 any third party announces a firm intention to make an offer for all Tarsus Shares (not already owned by such third party), which provides for (i) an amount or value of consideration of not less than 10% greater than the amount or value of consideration offered under the Acquisition as at 5:00 p.m. on the last dealing day prior to the date of such announcement and (ii) which also permits Tarsus Shareholders to retain a final dividend of up to 7.7 pence for each Tarsus Share for the 12 month period ended 31 December 2018 without deduction.
- 5.10 These irrevocable undertakings will prevent each of the persons listed above from (i) exercising any right of withdrawal of any acceptance of the Acquisition where such a right is otherwise exercisable under the Code or (ii) otherwise selling all or any part of their respective Tarsus Shares into the market.

Letters of intent

- 5.11 The following persons have given a letter of intent to vote (or procure the voting) in favour of the Scheme at the Court Meeting and in favour of the Resolutions at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in relation to the following Tarsus Shares:

Name	Number of Tarsus Shares	Percentage of existing issued Tarsus Shares
Artemis Investment Management LLP	4,962,665	4.03%
Invesco Asset Management Limited	5,189,031	4.22%
Total	10,151,696	8.25%

- 5.12 Save as disclosed herein, no persons have given any irrevocable or other commitment to vote in favour of the Scheme at the Court Meeting or in favour of the Resolutions at the General Meeting.

6 Persons acting in concert

- 6.1 In addition to the Bidco Directors (together with their close relatives and related trusts) and members of the Bidco Group, the persons who, for the purposes of the Code, are acting in concert with Bidco include:

6.1.1 Charterhouse Capital Partners LLP, whose registered office is at Warwick Court, Paternoster Square, London EC4M 7DX, which is the adviser to the Charterhouse Funds which ultimately own and control Bidco;

6.1.2 the Hamilton Lane Funds, whose registered offices are at One Presidential Boulevard, 4th Floor, Bala Cynwyd, PA 19004, United States, limited partners in Tiger Acquisitions LP;

6.1.3 the Northwestern Funds, whose registered offices are at 720 East Wisconsin Avenue, Milwaukee, WI 53202, United States, limited partners in Tiger Acquisitions LP;

6.1.4 PRIT PEC LLC, whose registered office is at 84 State Street, Suite 250 Boston, Massachusetts 02109, United States, a limited partner in Tiger Acquisitions LP;

6.1.5 Moelis & Company, whose registered office is at First Floor, Condor House, 10 St Paul's Churchyard, London EC4M 8AL, which is acting as financial adviser to Bidco in connection with the Acquisition; and

6.1.6 Goldman Sachs International, whose registered office is at Peterborough Court, 133 Fleet Street, London, EC4A 2BB, which is acting as financial adviser to Bidco in connection with the Acquisition.

- 6.2 The persons who, for the purposes of the Code, are acting in concert with Tarsus include:

6.2.1 the Tarsus Directors and their close relatives and the related trusts of any of them, other members of the Tarsus Group and associated companies of members of the Tarsus Group;

6.2.2 Intertrust Employee Benefit Trustee Limited, whose registered office is at 44 Esplanade, St Helier, Jersey JE4 9WG, the trustee of the Tarsus EBT;

6.2.3 Deutsche Bank, whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB, which is acting as independent Rule 3 adviser to the Independent Tarsus Directors and as joint corporate broker to Tarsus in connection with the Acquisition; and

6.2.4 Peel Hunt LLP, whose registered office is at Moor House, 120 London Wall, London EC2Y 5ET, which is acting as joint corporate broker to Tarsus in connection with the Acquisition.

6.3 Other than in relation to the Rollover Arrangements, no agreement, arrangement or understanding (including any compensation arrangement) exists between Bidco or any person acting in concert with it and any of the Tarsus Directors or the recent directors, shareholders or recent shareholders of Tarsus having any connection with or dependence upon or which is conditional upon the Acquisition.

7 Material contracts

7.1 Bidco material contracts

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by members of the Bidco Group since 24 May 2017 (being the date two years prior to the commencement of the Offer Period) and are either offer-related arrangements for the purposes of the Code or may be material:

7.1.1 Confidentiality Agreement

Charterhouse Capital Partners LLP and Tarsus entered into a confidentiality agreement on 6 March 2019 (the “**Confidentiality Agreement**”) pursuant to which Charterhouse Capital Partners LLP and Tarsus have each undertaken to keep information relating to the other confidential and not to disclose such information to third parties (other than permitted recipients) unless required by applicable law or regulation. These confidentiality obligations remain in force for a period of 18 months after the date of the Confidentiality Agreement (unless terminated earlier as a result of the Scheme becoming Effective or, in the event that the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer becoming unconditional in all respects in accordance with its terms).

The Confidentiality Agreement also contains customary mutual non-solicit provisions and a standstill provision in favour of Tarsus, in each case subject to customary carve-outs, for a period of 12 months.

7.1.2 Interim Facilities Agreement

An interim facilities agreement dated 24 May 2019 has been entered into by Bidco (as borrower), Midco (as guarantor), certain funds advised and/or managed by the Merchant Banking Division of Goldman Sachs named therein as original interim lenders (the “**Lenders**”), Global Loan Agency Services Limited as interim facility agent (the “**Facility Agent**”), and GLAS Trust Corporation Limited as security agent (the “**Security Agent**”) (the “**Interim Facilities Agreement**”). The Interim Facilities Agreement provides for a sterling interim term loan facility in an aggregate principal amount of up to £340,000,000 (the “**Facility**”).

The proceeds of borrowings under the Facility may be used towards (i) financing and/or refinancing the Acquisition and the payment of any other amounts, including fees, costs and expenses related to or incurred in connection with the Acquisition (including acquisition costs), (ii) financing and/or refinancing any existing indebtedness of the Tarsus Group, including any associated fees, costs and expenses, on-lending to other members of the Tarsus Group for certain defined purposes and/or (iii) for any general corporate purposes and capital expenditure (including acquisitions). The Facility is made available on a customary certain funds basis, subject to satisfaction of the conditions precedent set out in the Interim Facilities Agreement.

The Facility is available from the date of the Interim Facilities Agreement to and including the last day of the earlier of:

- 11:59 p.m. on (a) if the Acquisition is intended to be implemented pursuant to a Scheme, the date upon which the Scheme lapses (including, subject to exhausting any rights of appeal, if the Court refuses to sanction the Scheme) or is withdrawn or upon the date on which Bidco definitively announces (with the consent of the Panel, to the extent required) that it no longer intends to proceed with a Scheme, unless prior to such earlier date Midco or Bidco has notified the Facility Agent that it proposes to make a Takeover Offer, (b) if the Acquisition is intended to be completed pursuant to a Takeover Offer, the date upon which the Takeover Offer lapses, terminates or is withdrawn or the date

upon which Bidco definitely announces (with the consent of the Panel, to the extent required) that it no longer intends to make a Takeover Offer, in each case, in accordance with its terms and in compliance with the Code, the requirements of the Panel and all applicable laws and regulations, unless prior to such earlier date Midco or Bidco has notified the Facility Agent that it proposes to effect the Acquisition by way of a Scheme or (c) 31 January 2020; and

- the date upon which Tarsus becomes a direct or indirect wholly-owned subsidiary of Bidco and Bidco has paid for all shares in Tarsus beneficially owned by it,

or such later date as may be agreed by Bidco and the Lenders.

The original maturity of the Facility is the date falling 90 days after the Closing Date (as defined below) and the loans under the Facility are repayable in full on that date. “**Closing Date**” means the first drawdown of the Facility under the Interim Facilities Agreement or, as the case may be, under the Bidco Senior Facilities Agreement (as defined below).

Loans under the Facility will bear interest at a rate of LIBOR plus 5.00% per annum.

Ticking fees in pounds sterling are also payable under the terms of the Interim Facilities Agreement and ancillary documentation. These ticking fees are calculated as a percentage of the applicable margin calculated on a daily basis and on the undrawn and uncanceled commitments under the Facility as at the Closing Date for the period from 23 May 2019 until (but excluding) the Closing Date, on the following basis: 0-60 days, 0%; 61-90 days, 2.5% per annum; or 91+ days until the Closing Date; 5% per annum.

Bidco and Midco have agreed that each of them will enter into an English law debenture and grant security over their assets (including over shares owned by Midco in Bidco, structural intra-group receivables owed to Midco by Bidco and material bank accounts of Midco and Bidco).

Under the terms of the Interim Facilities Agreement, Bidco has agreed that it will not amend or waive any material term or condition of the Rule 2.7 Announcement, the Scheme Document or, as the case may be, any offer document, in a manner or to the extent that would be materially prejudicial to the interests of the Lenders taken as a whole under the Finance Documents (as defined in the Interim Facilities Agreement), other than where such amendment or waiver (i) is made with the consent of all the Lenders (acting reasonably), (ii) is required by the Panel or the Court or reasonably determined by Bidco (acting on the advice of its legal advisers) as being necessary or desirable to comply with the requirements of the Code, the Panel or the Court or any other relevant regulatory body or applicable law or regulation (provided that the acceptance condition in relation to the Takeover Offer is no lower than 75% of the ordinary shares in the capital of Tarsus) or (iii) extends the period in which holders of Tarsus Shares may vote in favour of the Scheme or, as the case may be, accept the terms of the Takeover Offer (including by reason of the adjournment of any meeting or court hearing).

Prior to the Closing Date, Bidco, Midco and the Lenders (amongst others) may enter into a senior facilities agreement (the “**Bidco Senior Facilities Agreement**”) which will replace and supersede the Interim Facilities Agreement in its entirety. Under the Bidco Senior Facilities Agreement, the Lenders may make available a unitranche facility of £340,000,000 (to be reduced to £325,000,000 if the SPRF (as defined below) is in place) (the “**Unitranche Facility**”) and an acquisition facility of £75,000,000 (the “**Acquisition Facility**”). In addition, a super priority revolving facility (the “**SPRF**”) in an amount of up to £25,000,000 may also be made available by certain lenders on terms to be agreed with such lenders. Under the Bidco Senior Facilities Agreement, the maturity of the Unitranche Facility and Acquisition Facility will be extended to the date falling seven years after the Closing Date. The funds under the Bidco Senior Facilities Agreement will be available (i) for the Unitranche Facility, until 11:59 p.m. on the earlier

of (a) the Closing Date and (b) 31 January 2020 and (ii) for the Acquisition Facility, until 36 months after the Closing Date. The margin on the Unitranche Facility and the Acquisition Facility will bear interest at a rate of LIBOR plus 5.00% per annum, which is subject to a margin ratchet with the margin decreasing by 0.25% for each 0.5x deleverage from the initial senior secured net leverage ratio of 6.00x.

7.1.3 *Agency and security agent fee letter*

Midco entered into an agency and security agency agent fee letter dated 24 May 2019 with the Facility Agent and the Security Agent, pursuant to which Midco agreed to pay an agency fee in the amount of £30,000 per annum annually in advance to the Facility Agent, and a security agency fee in the amount of £25,000 per annum annually in advance to the Security Agent. These fees are payable on the Closing Date and on each subsequent anniversary of the Closing Date, until the date on which the Facility is irrevocably discharged and cancelled in full.

7.1.4 *Closing payments letter*

Bidco entered into a closing payments letter dated 23 May 2019 with the Lenders, pursuant to which Bidco agreed to pay to the Facility Agent (for the account of the Lenders or their designated affiliate):

- if the Closing Date occurs under the Interim Facilities Agreement, a closing payment in an amount equal to 3.50% of the aggregate commitments of the Lenders under the Facility, payable on the Closing Date; or
- if the Closing Date occurs under the Senior Facilities Agreement, (i) a closing payment in an amount equal to 3.50% of the aggregate commitments of the relevant lenders under the Unitranche Facility, payable on the Closing Date, (ii) a closing payment in an amount equal to 1.50% of the aggregate commitments of the relevant lenders under the Acquisition Facility, payable on the Closing Date, (iii) a utilisation payment in an amount equal to 2.00% of the aggregate commitments of the relevant lenders under the Acquisition Facility, payable on the relevant utilisation date, and (iv) a cancellation payment in an amount equal to 2.00% of the aggregate undrawn commitments of the relevant lenders cancelled under the Acquisition Facility on the relevant cancellation date.

7.1.5 *Equity commitment letter*

On 24 May 2019, the Charterhouse Funds, Topco and Bidco entered into an equity commitment letter pursuant to which the Charterhouse Funds have agreed, on a several basis, to make equity contributions totalling £370,000,000, directly or indirectly, into Bidco in sufficient time before the date on which settlement of the consideration payable to Tarsus Shareholders under the terms of the Acquisition must be made. Each of the Charterhouse Funds has undertaken to procure that the equity commitment contributed by it is applied towards Bidco satisfying its payment obligations in respect of the Acquisition.

7.1.6 *Hedging arrangements*

In connection with the financing of the Acquisition, Bidco entered into two contingent foreign exchange forward transactions on 23 May 2019 with Goldman Sachs International in order to acquire sterling at a pre-determined rate (in exchange for US Dollars and Euros, respectively) to hedge its exposure to the non-sterling financing. Settlement of those transactions is contingent on the occurrence of the Effective Date.

7.1.7 *Subscription and Shareholders' Agreement*

The terms of the Subscription and Shareholders' Agreement are summarised in paragraph 5 of Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*) of this document.

7.1.8 *Put and Call Option Deed*

The terms of the Put and Call Option Deed are summarised in paragraph 5 of Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*) of this document.

7.2 **Tarsus material contracts**

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by members of the Tarsus Group since 24 May 2017 (being the date two years prior to the commencement of the Offer Period) and are either offer-related arrangements for the purposes of the Code or may be material:

7.2.1 *Additional remuneration for David Gilbertson, Keith Mansfield and Robert Ware*

Pursuant to letters dated 4 June 2019, the Company has agreed to make additional remuneration payments of £15,912.50 to each of David Gilbertson, Keith Mansfield and Robert Ware in relation to additional work undertaken by each of them in connection with the Acquisition, over and above their normal duties as set out in their respective letters of appointment. The payment of this sum is conditional on the Acquisition becoming Effective.

7.2.2 *Confidentiality Agreement*

See paragraph 7.1.1 above.

7.2.3 *Tarsus Connect Option Agreement*

On 29 January 2019, Tarsus US Holdings Incorporated ("**TUSHI**"), a wholly-owned subsidiary of the Company, entered into an option agreement with Connect Holdco Inc. ("**Connect Holdco**") (the "**Tarsus Connect Option Agreement**").

Pursuant to the Tarsus Connect Option Agreement, TUSHI granted an option to Connect Holdco to require Collinson and Company, LLC ("**Tarsus Connect**") to redeem all or part of the membership interests in Tarsus Connect held by Connect Holdco (the "**Put Option**"). The Put Option is exercisable by Connect Holdco at any time between 1 March and 31 March in each of the years 2022, 2023 and 2024.

The exercise price payable by Tarsus Connect to Connect Holdco on the exercise of the Put Option is calculated by reference to the EBITDA of Tarsus Connect for the then most recently completed calendar, multiplied by 8.75 and by Connect Holdco's ownership percentage of Tarsus Connect, but subject to a maximum of \$18,799,000 (the "**Option Cap**"), and is payable in cash. If the exercise of the Put Option would result in the Option Cap being exceeded, the percentage of Connect Holdco's membership interests in Tarsus Connect to be redeemed would be reduced accordingly on a pro-rata basis. Any membership interests not redeemed would then be subject to separate negotiation at the sole discretion of TUSHI and Connect Holdco. Unless exercised, the Put Option will lapse on 1 January 2025, but can be extended by up to three further years on the same terms if agreed by TUSHI and Connect Holdco.

7.2.4 *Senior facility agreement*

On 19 December 2018, the Company entered into a senior revolving credit facility agreement between, amongst others, the Governor and Company of the Bank of Ireland (as agent and security agent) and the Governor and Company of the Bank of Ireland, Citibank, N.A. London Branch, National Westminster Bank plc and HSBC Bank plc (as original lenders) (the "**SFA**"). The Company, along with certain of its subsidiaries, is a guarantor under the SFA.

Pursuant to the SFA, the lenders have made available a revolving credit facility of up to £120,000,000 to Tarsus Group Limited, Tarsus Exhibitions & Publishing Limited and TUSHI (the "**RCF**"). Subject to certain conditions, the Company may request the establishment of incremental facilities for up to £50,000,000 in additional commitments.

The RCF may be drawn for general corporate and working capital purposes, including refinancing of existing indebtedness and acquisitions of certain assets. The RCF is available in sterling and, subject to certain conditions, other currencies. The SFA

provides for an interest rate comprising LIBOR (or, in relation to any loan made in Euro, EURIBOR) plus an applicable margin. The margin varies between 1.60% and 3.25%, depending on the ratio of leverage to EBITDA as calculated in accordance with the SFA. The Company pays a commitment fee of 35% of the applicable margin on undrawn and available commitments every three months during the availability period of the RCF.

Interest periods are, at the election of the Company or the borrower, one, three or six months (or any other period not longer than six months, as agreed between the Company or the borrower, the agent and all the lenders in relation to that loan).

The termination date of the SFA is 18 December 2023 and the Company may request that this is extended to 18 December 2025.

The Company has certain customary cancellation and prepayment rights and the SFA also contains certain customary mandatory prepayment and cancellation events, including a change of control provision. A change of control includes any person or a group of persons acting in concert gaining control of the Company. The definition of control includes the power to (i) control more than 50% of the votes capable of being cast at a general meeting of the Company, (ii) appoint or remove all or the majority of the directors of the Company or (iii) give directions with respect to the Company's operating and financial policies which its directors are obliged to comply with, or if any person beneficially holds more than 50% of the issued share capital of the Company.

The SFA contains various customary representations, warranties, undertakings and covenants given by the Company. The SFA also includes the following financial covenants:

- an interest cover covenant that provides that the ratio of EBITDA as calculated in accordance with the SFA (averaged over a 12 month period) to interest expenses (net of interest received by a member of the Tarsus Group on cash or cash equivalent investments) must not be less than 4.00 to 1; and
- a leverage covenant that provides that the ratio of consolidated net borrowings to average adjusted EBITDA as calculated in accordance with the SFA must not be exceed 3.25 to 1.

If the NPA (as described in paragraph 7.2.5 below) includes a financial covenant test that is not included in the SFA, or a financial covenant that would be more beneficial to the lenders under the SFA, that additional financial covenant will be deemed to be automatically incorporated into the SFA.

7.2.5 *Note purchase agreement*

On 19 December 2018, the Company issued £30,000,000 in aggregate principal amount of 4.36% senior secured notes due 19 December 2025 (the "**2025 Notes**"). The 2025 Notes were purchased by The Prudential Legacy Insurance Company of New Jersey, Prudential Retirement Guaranteed Cost Business Trust, Prudential Retirement Insurance and Annuity Company and The Prudential Insurance Company of America pursuant to a note purchase and guarantee agreement dated 19 December 2018 (the "**NPA**"). The Company's obligations under the 2025 Notes and the NPA are guaranteed by certain of its subsidiaries.

The proceeds of the issue of the 2025 Notes are to be used to refinance existing financial indebtedness and for general corporate and working capital purposes of the Tarsus Group.

The NPA contains various customary representations, warranties, undertakings and covenants given by the Company. The NPA also includes the following financial covenants:

- an interest cover covenant that provides that the ratio of EBITDA as calculated in accordance with the NPA (averaged over a 12 month period) to interest expenses (net of interest received by a member of the Tarsus Group on cash or cash equivalent investments) must not be less than 4.00 to 1; and

- a leverage covenant that provides that the ratio of consolidated net borrowings to average adjusted EBITDA as calculated in accordance with the NPA must not exceed 3.25 to 1.

These financial covenants may be loosened for two consecutive quarters in the 12 months following the acquisition of more than 50% of the equity interests in a company or other entity for consideration of more than £20,000,000.

The Company may make an optional prepayment of the 2025 Notes before the maturity date of 19 December 2025 in full or a partial prepayment of at least £5,000,000. If an optional prepayment is made, the Company must repay to the noteholder the principal amount, accrued, but unpaid interest and a make-whole amount based on the discounted value of the scheduled payments that would have been made if there was no prepayment.

Customary prepayment provisions apply if a noteholder requires a tax gross-up or if the Company and its group becomes subject to sanctions.

Upon becoming aware that a change of control has occurred, the Company must notify this to the noteholders and offer to prepay the 2025 Notes. If this offer is accepted by the noteholders, the Company must prepay the principal and accrued, but unpaid interest, but it is not required to pay a make-whole amount. A change of control includes any person or a group of persons acting in concert gaining control of the Company. The definition of control includes the power to (i) control more than 50% of the votes capable of being cast at a general meeting of the Company, (ii) appoint or remove all or the majority of the directors of the Company or (iii) give directions with respect to the Company's operating and financial policies with which its directors are obliged to comply, or if any person beneficially holds more than 50% of the issued share capital of the Company.

7.2.6 *Placing agreement*

On 14 September 2018, the Company, Peel Hunt and Deutsche Bank (Peel Hunt and Deutsche Bank together the "**Joint Bookrunners**") entered into a placing agreement (the "**Placing Agreement**") pursuant to which the Joint Bookrunners agreed to use their reasonable endeavours to procure subscribers for certain Tarsus Shares with an aggregate value of approximately £24,000,000 (the "**Placing**").

As part of the Placing, 8,888,889 Tarsus Shares (the "**Placing Shares**") were placed on 18 September 2018 at a price of 270 pence per Placing Share (the "**Placing Price**"). In aggregate, the Placing raised gross proceeds of approximately £24,000,000, which were used by the Company to fund certain acquisitions.

The Placing Agreement provided for the Company to pay the Joint Bookrunners an aggregate basic commission of 2.0% of the amount equal to the Placing Price multiplied by the number of Placing Shares, and for the costs and properly incurred expenses of the Joint Bookrunners in connection with the Placing to be borne by the Company.

Under the terms of the Placing Agreement, the Company gave certain warranties and undertakings to the Joint Bookrunners, including (but not limited to) in relation to the accuracy of information contained in presentation materials provided by Tarsus in connection with the Placing. Tarsus also gave certain indemnities to the Joint Bookrunners in relation to liabilities under applicable securities laws. The warranties, undertakings and indemnities given by the Company were customary for an agreement of this nature.

7.2.7 *Membership interest purchase agreement*

On 6 September 2017, TUSHI entered into a membership interest purchase agreement with E.J. Krause & Associates, Inc. ("**EJK**"), Edward J. Krause III ("**EJ**"), Apple Hill Holdings, LLC ("**AHHL**") and Tarsus Group Limited (the "**EJK Acquisition Agreement**"), pursuant to which TUSHI agreed to acquire from EJK (i) 50% of the membership interests in EJKT Exhibitions, LLC ("**EJK Exhibitions**") and (ii) 50% of the membership interests in EJKT Mexico Events, LLC ("**EJK Mexico Events**") for a total

consideration of approximately \$8,190,385 (subject to a net debt adjustment to the initial consideration paid by TUSHI to EJK on completion of the transaction) (the “**EJK Acquisition**”).

The parties to the EJK Acquisition Agreement agreed that, on completion of the EJK Acquisition, an option agreement would be entered into between TUSHI, EJK, EJ and AHHL (the “**EJK Option Agreement**”), pursuant to which (amongst other things) TUSHI would be granted a call option over (i) the remaining membership interests in EJK Exhibitions and EJK Mexico Events and (ii) 50% of the membership interests in E.J. Krause Tarsus Events, LLC (“**EJK Tarsus**”) (in which TUSHI already held a 50% interest) (the “**TUSHI Call Option**”). The exercise of the TUSHI Call Option would result in TUSHI acquiring 100% of the membership interests of EJK Exhibitions, EJK Mexico Events and EJK Tarsus. The EJK Option Agreement was a completion deliverable under the EJK Acquisition Agreement and is described in further detail in paragraph 7.2.8 below.

Under the EJK Acquisition Agreement, EJK and TUSHI provided certain warranties and indemnities to each other. The warranties and indemnities provided by TUSHI related to its capacity to enter into and be bound by the terms of the EJK Acquisition Agreement. The warranties and indemnities provided by EJK related to (i) its title to the membership interests being sold, (ii) its capacity to enter into and be bound by the terms of the EJK Acquisition Agreement and (iii) various commercial matters relating to the EJK Exhibitions and EJK Mexico Events businesses. The warranties and indemnities provided by the parties to the EJK Acquisition Agreement were typical for a transaction of this nature.

Tarsus Group Limited guaranteed TUSHI’s obligations to pay the purchase price for the membership interests and to meet any of its indemnity obligations in respect of the warranties and indemnities given by TUSHI in favour of EJK.

TUSHI exercised the TUSHI Call Option on 13 September 2018 and acquired the remaining limited liability company interests in EJK Exhibitions, EJK Mexico Events and EJK Tarsus on 1 October 2018 in accordance with the terms of the EJK Option Agreement (which is described in further detail in paragraph 7.2.8 below).

7.2.8 *EJK Option Agreement and EJK Non-Compete Agreement*

On 6 September 2017, TUSHI entered into the EJK Option Agreement with EJK, EJ and AHHL, pursuant to the terms of the EJK Acquisition Agreement.

Under the terms of the EJK Option Agreement:

- TUSHI was granted the TUSHI Call Option, which could be exercised by TUSHI at any time between 1 September 2018 and 1 October 2018 (the “**TUSHI Call Option Period**”). The purchase price payable by TUSHI to the selling interest holders following an exercise of the TUSHI Call Option was \$17,500,000, which was amended to \$18,051,863 on 31 August 2018 by agreement amongst the parties;
- if TUSHI did not exercise the TUSHI Call Option within the TUSHI Call Option period, EJK was granted a call option pursuant to which it could purchase (and require TUSHI to sell) all of TUSHI’s interests in EJK Exhibitions and EJK Mexico Events (which had previously been acquired by TUSHI under the EJK Acquisition Agreement), but not any of TUSHI’s interests in EJK Tarsus (the “**EJK Call Option**”). The EJK Call Option could be exercised by EJK at any time between 2 October 2018 and 30 November 2018 and the purchase price payable by EJK following an exercise of the EJK Call Option was \$7,350,000, payable in full on completion of the EJK Call Option being exercised; and
- the parties agreed that, following the exercise of either the TUSHI Call Option or the EJK Call Option, the parties would cause EJK Exhibitions, EJK Mexico Events and EJK Tarsus to distribute to TUSHI and EJK (*pro rata* to their respective holdings) all profits available for distribution.

Under the terms of the EJK Option Agreement, it was agreed that, following the exercise of either the TUSHI Call Option or the EJK Call Option, the parties would enter into a non-compete agreement, pursuant to which the non-exercising party would give customary non-compete, non-solicitation and confidentiality undertakings (the “**EJK Restrictive Covenants**”) in favour of the exercising party (the “**EJK Non-Compete Agreement**”).

TUSHI exercised the TUSHI Call Option on 13 September 2018 and acquired the remaining limited liability company interests in EJK Exhibitions, EJK Mexico Events and EJK Tarsus on 1 October 2018 pursuant to the terms of the Option Agreement. The EJK Non-Compete Agreement was duly entered into on 1 October 2018 and EJK, EJ and AHHL gave the EJK Restrictive Covenants in favour of TUSHI.

8 Tarsus Directors’ service agreements and arrangements

8.1 Tarsus Executive Directors: service contracts

Details of the employment arrangements of the Tarsus Executive Directors are shown in the table below.

	<u>Date of appointment</u>	<u>Date of service contract</u>	<u>Notice period from Company (months)</u>	<u>Notice period from Director (months)</u>	<u>Base salary</u>
Neville Buch	25 June 1998	25 June 1998	12	12	£371,300
Douglas Emslie	25 June 1998	25 June 1998	12	12	£556,950
Dan O’Brien	4 July 2011	20 May 2011	12	12	£344,800

Base salary for the financial year ended 31 December 2018 was £360,500 (for Neville Buch), £540,750 (for Douglas Emslie) and £334,750 (for Dan O’Brien).

Each Tarsus Executive Director receives death in service payments and family healthcare.

The Company pays 3% of band earnings for the purposes of auto-enrolment under the Pensions Act 2008 for each of Douglas Emslie and Dan O’Brien, which amounted to approximately £1,000 each in the financial year ended 31 December 2018.

The Tarsus Executive Directors participate in Tarsus’ performance bonus plan. Neville Buch’s maximum bonus potential is capped at 100% of salary, Douglas Emslie’s maximum bonus potential is capped at 110% of salary and Dan O’Brien’s maximum bonus potential is capped at 75% of salary.

Neville Buch participates in the Tarsus 2011 LTIP. Douglas Emslie and Dan O’Brien each participate in the Tarsus 2008 SAYE, the Tarsus 2011 LTIP and the Tarsus 2016 ERP. Further details of their entitlements under those Tarsus Share Plans are set out in paragraph 4.2 above.

Tarsus reserves the right to terminate the employment of any Tarsus Executive Director at any time by paying them an amount equal to their base salary plus the value of the benefits to which they are entitled for the notice period for which their employment would otherwise continue. If a Tarsus Executive Director’s service agreement is terminated early, the Remuneration Committee also reserves the right to award a pro-rated annual bonus over the period to the date of cessation of employment, subject to performance. Accordingly, the Company and Bidco have agreed that, if the Acquisition becomes Effective and Neville Buch ceases to be a director of the Company, he will become eligible for a pro-rated annual cash bonus in an amount of up to £232,063 (calculated on the assumption that the Acquisition becomes Effective on 14 August 2019 and that Neville Buch ceases to be a director of the Company on that date). The precise amount payable to Neville Buch (if any) will be determined by Bidco in early 2020, based on the performance conditions that will apply to the Rollover Managers under the new executive management bonus scheme being put in place as

part of the Rollover Arrangements described in paragraph 5 of Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*) of this document. Payment of the bonus (if any) would be made to Neville Buch by March 2020.

If a Tarsus Executive Director ceases employment prior to the vesting of an award under any of the Tarsus Share Plans for an agreed reason (such as ill health, agreed retirement or redundancy), then, to the extent any performance metrics have been met at that time, the award would normally vest when employment ceases on a pro-rated basis, to reflect the proportion of the vesting period during which the Tarsus Executive Director was employed.

As part of the Rollover Arrangements, Douglas Emslie and Dan O'Brien will enter into the Service Contract Amendments on the Effective Date, details of which are set out in paragraph 5 of Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*) of this document.

8.2 Tarsus Non-Executive Directors: letters of appointment

	Date of appointment	Date of letter of appointment	Notice period from Company (months)	Notice period from Director (months)	Director fee
David Gilbertson	5 March 2014	4 March 2014	N/A	N/A	£63,650
Keith Mansfield	8 May 2018	2 May 2018	N/A	N/A	£63,650
Robert Ware	3 October 2008	26 November 2008	N/A	N/A	£63,650

Director fees for the financial year ended 31 December 2018 were £62,100 for each of David Gilbertson and Robert Ware.

In addition to the fee payable to each Tarsus Non-Executive Director, the Tarsus Non-Executive Directors also receive a fee of £10,000 for their chairmanship of each respective committee of the Board.

The Tarsus Non-Executive Directors were appointed for an initial term of 12 months, subject to annual renewal thereafter. The fees of the Tarsus Non-Executive Directors are set annually and are paid in 12 equal instalments during the year.

The Tarsus Non-Executive Directors are not eligible to participate in the Company's flexible benefits scheme, nor are they eligible to participate in the annual bonus scheme, Tarsus Share Plans or pension plans.

No compensation is payable if a Tarsus Non-Executive Director is required to stand down.

Pursuant to letters dated 4 June 2019, the Company has agreed to make additional remuneration payments of £15,912.50 to each of David Gilbertson, Keith Mansfield and Robert Ware in relation to additional work undertaken by each of them in connection with the Acquisition, over and above their normal duties as set out in their respective letters of appointment. The payment of this sum is conditional on the Acquisition becoming Effective.

8.3 Other service contracts

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

9 Cash confirmation

Moelis & Company, as financial adviser to Bidco, is satisfied that sufficient financial resources are available to Bidco to enable it to satisfy in full the cash consideration payable to Tarsus Shareholders under the terms of the Acquisition.

10 Sources of information and bases of calculation

- 10.1 References to the existing issued share capital of the Company are, and the value placed on the Acquisition is, calculated by reference to the number of Tarsus Shares in issue as at the Latest Practicable Date, which was 123,031,170 Tarsus Shares.
- 10.2 The fully diluted share capital of the Company is calculated on the basis of (i) the number of issued Tarsus Shares set out in paragraph 10.1 above and (b) an additional 6,795,191 Tarsus Shares which may be issued on or after the date of this document on the exercise of options under the Tarsus Share Plans (taking into account the exercise by the Remuneration Committee of applicable discretions).
- 10.3 The value attributed to the entire issued and to be issued ordinary share capital of the Company is based upon:
- 10.3.1 the consideration of 425 pence for each Scheme Share, multiplied by the fully diluted share capital of the Company set out in paragraph 10.2 above; and
 - 10.3.2 the Pre-Close Dividend of 7.7 pence for each Tarsus Share, multiplied by the number of Tarsus Shares in issue on 24 May 2019, which was 122,940,596.
- 10.4 Unless otherwise stated, all prices quoted for Tarsus Shares are Closing Prices.
- 10.5 Volume-weighted average prices have been derived from Bloomberg and have been rounded to the nearest two decimal places.
- 10.6 The premium calculations to the price for each Tarsus Share have been calculated by reference to:
- 10.6.1 the Closing Price of 312 pence for each Tarsus Share on 23 May 2019 (being the last business day before commencement of the Offer Period);
 - 10.6.2 the volume-weighted average price of 303 pence for each Tarsus Share for the three month period ended 23 May 2019; and
 - 10.6.3 the volume-weighted average price of 289 pence for each Tarsus Share for the 12 month period ended 23 May 2019.
- 10.7 The implied enterprise value of the Company is based on the value of the Company's entire issued and to be issued ordinary share capital (as calculated in accordance with paragraph 10.3 above), plus the Company's net debt of £78.8 million, current deferred and contingent consideration of £28.0 million and non-controlling interests of £6.7 million as at 31 December 2018, less the proceeds from the exercise of options under the Tarsus Share Plans of approximately £6.4 million (as referred to in paragraph 10.2 above).
- 10.8 The acquisition multiple of approximately 17 times average EBITDA for the Company's financial years ended 31 December 2017 and 31 December 2018 has been calculated as the ratio of the implied enterprise value (as calculated in accordance with paragraph 10.7 above) to the average adjusted EBITDA of £33.0 million for the financial year ended 31 December 2018 and £44.9 million for the financial year ended 31 December 2017.
- 10.9 Unless otherwise stated, the financial information relating to Tarsus has been extracted from Tarsus' annual report and accounts for the year ended 31 December 2018
- 10.10 The international securities identification number for the Tarsus Shares is JE00B3DG9318.

11 General

11.1 Consents

Each of Deutsche Bank, Peel Hunt, Moelis & Company and Goldman Sachs International has given and not withdrawn its written consent to the issue of this document with the inclusion herein of references to its name in the form and context in which they are included.

11.2 No arrangements

There is no agreement, arrangement or understanding whereby the beneficial ownership of any Tarsus Shares to be acquired by Bidco pursuant to the Scheme will be transferred to any other person save that, in due course, following completion of the Scheme, the shares in the Company may be transferred to another member of the Bidco Group or, alternatively, that Bidco may nominate a subsidiary of Bidco to receive the Tarsus Shares under the Scheme.

11.3 No significant change

The Tarsus Directors are not aware of any material change in the financial or trading position of the Company since 31 December 2018, being the date to which the latest consolidated audited financial statements of the Tarsus Group were prepared.

11.4 Tarsus fees and expenses

The aggregate fees and expenses which are expected to be incurred by the Company in connection with the Acquisition are estimated to be between approximately £6.3 million and £6.4 million (excluding applicable VAT). The aggregate number consists of the following categories:

11.4.1 financial and corporate broking advice: approximately £4.4 million;

11.4.2 legal advice: between approximately £1.3 million and £1.4 million (provided that, because certain aspects of the legal advice services to be provided to the Company in connection with the Acquisition are charged by reference to hourly rates, this amount reflects the time incurred in respect of such services up to the Latest Practicable Date plus an estimate of further time required);

11.4.3 public relations advice: approximately £3,000;

11.4.4 other professional services: approximately £0.3 million; and

11.4.5 other costs and expenses (including registrar/receiving agent fees and printing costs): approximately £0.3 million.

11.5 Bidco fees and expenses

The aggregate fees and expenses which are expected to be incurred by Bidco in connection with the Acquisition are estimated to be between approximately £23.3 million and £23.4 million (excluding applicable VAT). This aggregate number consists of the following categories:

11.5.1 financing arrangements: approximately £13.2 million;

11.5.2 financial and corporate broking advice: approximately £5.0 million;

11.5.3 accounting advice: approximately £0.4 million;

11.5.4 legal advice: approximately £3.3 million (provided that, because certain aspects of the legal advice services to be provided to the Company in connection with the Acquisition are charged by reference to hourly rates, this amount reflects the time incurred in respect of such services up to the Latest Practicable Date plus an estimate of further time required);

11.5.5 public relations advice: approximately £0.1 million;

11.5.6 other professional services: between approximately £1.1 million and £1.2 million; and

11.5.7 other costs and expenses: approximately £0.2 million.

11.6 There is no agreement to which Bidco is a party which relates to the circumstances in which it may, or may not, invoke a condition to the Scheme.

12 Documents available for inspection

12.1 Tarsus

Copies of the following documents will be available for viewing on the Company's website (www.tarsus.com) by no later than 12:00 noon on the business day following the date of publication of this document (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions), and will also be available for inspection at the offices of

Macfarlanes LLP, 20 Cursitor Street, London EC4A 1LT during usual business hours on any business day, up to and including the Effective Date, or the date on which the Scheme lapses or is withdrawn, whichever is earlier:

- 12.1.1 this document and the Forms of Proxy;
- 12.1.2 the memorandum and existing articles of association of the Company;
- 12.1.3 a draft of the articles of association of the Company as proposed to be amended at the General Meeting;
- 12.1.4 the consolidated audited report and accounts of the Company for the two financial years ended 31 December 2017 and 31 December 2018;
- 12.1.5 the written consents referred to in paragraph 11.1 above;
- 12.1.6 those material contracts and offer-related arrangements referred to in paragraph 7.2 above which were entered into in connection with the Acquisition;
- 12.1.7 copies of the irrevocable undertakings and letter of intent referred to in paragraph 5 above;
- 12.1.8 the Rule 2.7 Announcement; and
- 12.1.9 template forms of the Rule 15 Letters.

12.2 **Bidco**

Until and including the Effective Date (or the date on which the Scheme lapses or is withdrawn, if earlier), copies of the following documents will be available on Bidco's website (www.charterhouse.co.uk):

- 12.2.1 this document and the Forms of Proxy;
- 12.2.2 the memorandum and articles of association of Bidco;
- 12.2.3 the written consents referred to in paragraph 11.1 above;
- 12.2.4 those material contracts and offer-related arrangements referred to in paragraph 7.1 above which were entered into in connection with the Acquisition;
- 12.2.5 copies of the irrevocable undertakings and letter of intent referred to in paragraph 5 above;
- 12.2.6 the documents relating to the financing of the Acquisition;
- 12.2.7 the Rule 2.7 Announcement; and
- 12.2.8 template forms of the Rule 15 Letters.

PART 7

DEFINITIONS

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

“£”, “sterling”, “pounds sterling” or “pence”	the lawful currency of the UK;
“€” or “Euro”	the lawful currency of the member states of the European Union that adopt the single currency from time to time;
“\$” or “US Dollar(s)”	the lawful currency of the US;
“2025 Notes”	has the meaning given to it in paragraph 7.2.5 of Part 6 (<i>Additional Information</i>) of this document;
“Acquisition”	the proposed acquisition by Bidco of the entire issued and to be issued share capital of Tarsus (other than any Excluded Shares) to be implemented by means of the Scheme or (should Bidco so elect, subject to the consent of the Panel) by way of a Takeover Offer, including, where the context so requires, any subsequent variation, revision, extension or renewal thereof;
“Acquisition Facility”	has the meaning given to it in paragraph 7.1.2 of Part 6 (<i>Additional Information</i>) of this document;
“AHHL”	has the meaning given to it in paragraph 7.2.7 of Part 6 (<i>Additional Information</i>) of this document;
“Annual Exemption”	has the meaning given to it in paragraph 10.1.1 of Part 2 (<i>Explanatory Statement</i>) of this document;
“Bidco”	Tiger Acquisitions UK Limited, a company incorporated in England and Wales with registered number 11988001;
“Bidco Directors”	the persons whose names are set out in paragraph 2.3 of Part 6 (<i>Additional Information</i>) of this document or, where the context so requires, the directors of Bidco from time to time;
“Bidco Group”	Bidco and its subsidiary undertakings from time to time;
“Bidco Rollover Loan Notes”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“Bidco Senior Facilities Agreement”	has the meaning given to it in paragraph 7.1.2 of Part 6 (<i>Additional Information</i>) of this document;
“Board”	the board of directors of Tarsus;
“certificated” or “in certificated form”	not in uncertificated form (that is, not in CREST);
“Charterhouse Funds”	CCP X No.1 LP, CCP X No. 2 LP, CCP X Co-investment LP and Charterhouse Tiger LP, being funds advised by Charterhouse Capital Partners LLP;
“Charterhouse Responsible Persons”	the persons whose names are set out in paragraph 2.4 of Part 6 (<i>Additional Information</i>) of this document;
“Closing Date”	has the meaning given to it in paragraph 7.1.2 of Part 6 (<i>Additional Information</i>) of this document;
“Closing Price”	the closing middle market price of a Tarsus Share on a particular trading day as derived from the Daily Official List;
“CMA”	the Competition and Markets Authority of the United Kingdom (or any successor body or bodies carrying out the same functions in the United Kingdom from time to time);

“CMA Phase 2 Reference”	a reference pursuant to sections 22, 33, 45 or 62 of the Enterprise Act 2002 (as amended) of the Acquisition to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013;
“Code”	the City Code on Takeovers and Mergers, as issued and as amended from time to time by the Panel;
“Committee of the Independent Tarsus Directors”	the committee of the Independent Tarsus Directors established pursuant to a resolution of the Board on 23 May 2019 to deal with ongoing matters and the final approval of the Acquisition;
“Companies Act”	the Companies Act 2006, as amended from time to time;
“Conditions”	the conditions to the Acquisition (including the Scheme) set out in Part 3 (<i>Conditions</i>) of this document;
“Confidentiality Agreement”	has the meaning given to it in paragraph 7.1.1 of Part 6 (<i>Additional Information</i>) of this document;
“Connect Holdco”	has the meaning given to it in paragraph 7.2.3 of Part 6 (<i>Additional Information</i>) of this document;
“Court”	the Royal Court of Jersey;
“Court Hearing”	the hearing of the Court to sanction the Scheme;
“Court Meeting”	the meeting or meetings of Independent Scheme Shareholders or any class or classes thereof convened by order of the Court pursuant to Article 125 of the Jersey Companies Law, notice of which is set out in Part 8 (<i>Notice of Court Meeting</i>) of this document, for the purposes of considering and, if thought fit, approving the Scheme (with or without amendment approved or imposed by the Court and agreed to by Bidco and Tarsus) and any adjournment, postponement or reconvention thereof;
“Court Order”	the Act of Court sanctioning the Scheme;
“CREST”	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the relevant system (as defined in the CREST Regulations) of which Euroclear is the Operator (as defined in the CREST Regulations);
“CREST Manual”	the CREST Manual published by Euroclear, as amended from time to time;
“CREST Proxy Instruction”	has the meaning given to it on page 3 of this document;
“CREST Regulations”	the Companies (Uncertificated Securities) (Jersey) Order 1999, as amended from time to time;
“Daily Official List”	the Daily Official List published by the London Stock Exchange;
“Dealing Disclosure”	an announcement pursuant to Rule 8 of the Code containing details of dealings in relevant securities of a party to an offer;
“Deutsche Bank”	Deutsche Bank AG, acting through its London branch;
“Disclosed”	the information which has been fairly disclosed: <ul style="list-style-type: none"> (i) by or on behalf of Tarsus to Bidco or Charterhouse or the professional advisers of Bidco or Charterhouse (in their capacity as such in relation to the Acquisition) prior to the date of the Rule 2.7 Announcement; (ii) in the annual report and accounts of the Tarsus Group for the financial year ended 31 December 2018; (iii) in the Rule 2.7 Announcement; or

	(iv) in any other public announcement made by Tarsus via a Regulatory Information Service prior to the date of the Rule 2.7 Announcement;
“EBITDA”	earnings before interest, tax, depreciation and amortisation;
“Effective”	in the context of the Acquisition: (i) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms, upon the delivery of the Court Order to the Registrar of Companies for registration or (ii) if the Acquisition is implemented by way of the Takeover Offer, the Takeover Offer having been declared or having become unconditional in all respects in accordance with the requirements of the Code;
“Effective Date”	the date on which the Scheme becomes Effective;
“EJ”	has the meaning given to it in paragraph 7.2.7 of Part 6 (<i>Additional Information</i>) of this document;
“EJK”	has the meaning given to it in paragraph 7.2.7 of Part 6 (<i>Additional Information</i>) of this document;
“EJK Acquisition”	has the meaning given to it in paragraph 7.2.7 of Part 6 (<i>Additional Information</i>) of this document;
“EJK Acquisition Agreement”	has the meaning given to it in paragraph 7.2.7 of Part 6 (<i>Additional Information</i>) of this document;
“EJK Call Option”	has the meaning given to it in paragraph 7.2.8 of Part 6 (<i>Additional Information</i>) of this document;
“EJK Exhibitions”	has the meaning given to it in paragraph 7.2.7 of Part 6 (<i>Additional Information</i>) of this document;
“EJK Mexico Events”	has the meaning given to it in paragraph 7.2.7 of Part 6 (<i>Additional Information</i>) of this document;
“EJK Non-Compete Agreement”	has the meaning given to it in paragraph 7.2.8 of Part 6 (<i>Additional Information</i>) of this document;
“EJK Option Agreement”	has the meaning given to it in paragraph 7.2.7 of Part 6 (<i>Additional Information</i>) of this document;
“EJK Restrictive Covenants”	has the meaning given to it in paragraph 7.2.8 of Part 6 (<i>Additional Information</i>) of this document;
“EJK Tarsus”	has the meaning given to it in paragraph 7.2.7 of Part 6 (<i>Additional Information</i>) of this document;
“EU Merger Regulation”	Council Regulation (EC) No. 139/2004;
“EURIBOR”	the euro interbank offered rate administered by the European Money Markets Institute;
“Euroclear”	Euroclear UK & Ireland Limited, incorporated in England and Wales with registered number 02878738;
“Excluded Shares”	the Rollover Shares and any Tarsus Shares which, at the relevant time, are: <ul style="list-style-type: none"> (i) registered in the name of or beneficially owned by Bidco or its nominee(s) or any other member of the Bidco Group; or (ii) held in treasury;
“Explanatory Statement”	the explanatory statement (in compliance with Article 126 of the Jersey Companies Law) relating to the Scheme, as set out in Part 2 (<i>Explanatory Statement</i>) of this document;

“Facility”	has the meaning given to it in paragraph 7.1.2 of Part 6 (<i>Additional Information</i>) of this document;
“Facility Agent”	has the meaning given to it in paragraph 7.1.2 of Part 6 (<i>Additional Information</i>) of this document;
“Family Members”	Caroline Emslie (the wife of Douglas Emslie) and Tracy O’Brien (the wife of Dan O’Brien);
“FCA”	the Financial Conduct Authority or its successor from time to time;
“First Call Option”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“First Put Option”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“Form(s) of Proxy”	either or both (as the context requires) of the BLUE form of proxy for use in connection with the Court Meeting and the WHITE form of proxy for use in connection with the General Meeting;
“FSMA”	the Financial Services and Markets Act 2000 (as amended from time to time);
“General Meeting”	the general meeting of Tarsus Shareholders (including any adjournment, postponement or reconvention thereof) to be convened for the purpose of considering and, if thought fit, approving the Resolutions, notice of which is set out in Part 9 (<i>Notice of General Meeting</i>) of this document;
“Hamilton Lane Funds”	Hamilton Lane Co-Investment Fund IV Holdings-2 LP, HL Private Assets Holdings LP, HL/AS Global Coinvest LP and Tarragon Master Fund LP;
“Holdco”	Tiger Acquisitions Intermediate Holding Limited, a company incorporated in England and Wales with registered number 11996640;
“Holdco Rollover Loan Notes”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“holder”	a registered holder and includes any person(s) entitled by transmission;
“IFRS”	International Financial Reporting Standards, as adopted by the European Union;
“Independent Scheme Shareholders”	Scheme Shareholders other than (i) the Rollover Shareholders and Simon Smith’s daughter and (ii) any person holding Tarsus Shares on behalf of the Rollover Shareholders and/or Simon Smith’s daughter;
“Independent Tarsus Directors”	the persons whose names are set out in paragraph 2.2 of Part 6 (<i>Additional Information</i>) of this document;
“Independent Tarsus Shareholders”	Tarsus Shareholders other than (i) the Rollover Shareholders and their connected persons and (ii) any person holding Tarsus Shares on behalf of the Rollover Shareholders and/or any of their connected persons;

“Institutional Strip Shares”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“Interim Facilities Agreement”	has the meaning given to it in paragraph 7.1.2 of Part 6 (<i>Additional Information</i>) of this document;
“Jersey”	the Island of Jersey;
“Jersey Companies Law”	the Companies (Jersey) Law 1991, as amended;
“Joint Bookrunners”	has the meaning given to it in paragraph 7.2.6 of Part 6 (<i>Additional Information</i>) of this document;
“Latest Practicable Date”	6:00 p.m. on 14 June 2019, being the latest practicable business day before the date of this document;
“Lenders”	has the meaning given to it in paragraph 7.1.2 of Part 6 (<i>Additional Information</i>) of this document;
“LIBOR”	London interbank offered rate administered by ICE Benchmark Administration Limited;
“Link Asset Services”	a trading name of Link Market Services Limited, Tarsus’ registrar;
“London Stock Exchange”	London Stock Exchange plc or its successor;
“Long Stop Date”	31 October 2019 or such later date (if any) as Bidco and Tarsus may agree, with the consent of the Panel, and which (if required) the Court may allow;
“Luxco”	International Tiger Holdings Lux s.à r.l., a <i>société à responsabilité limitée</i> incorporated in Luxembourg with registered number B234414;
“Main Market”	the London Stock Exchange’s Main Market for listed securities;
“Meeting(s)”	the Court Meeting and/or the General Meeting, as the case may be;
“Midco”	Tiger Acquisitions Holding Limited, a company incorporated in England and Wales with registered number 11987963;
“Midco Rollover Loan Notes”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“Moelis & Company”	Moelis & Company UK LLP;
“Non-Independent Tarsus Directors”	Douglas Emslie and Dan O’Brien;
“Northwestern Funds”	The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account, NM Regal, LLC and NMC V Equity Fund, LP;
“NPA”	has the meaning given to it in paragraph 7.2.5 of Part 6 (<i>Additional Information</i>) of this document;
“Offer Period”	the period which commenced on 24 May 2019 and ending on (i) the earlier of the date on which the Scheme becomes Effective and/or the date on which the Scheme lapses or is withdrawn (or such other date as the Panel may decide) or (ii) the earlier of the date on which the Takeover Offer has become or has been declared unconditional as to acceptances and/or the date on which the Takeover Offer lapses or is withdrawn (or such other date as the Panel may decide), other than (in the case of (i)) where such lapsing or withdrawal is a result of Bidco exercising its right to implement the Acquisition by way of a Takeover Offer;

“Official List”	the official list maintained by the FCA pursuant to Part VI of FSMA;
“Opening Position Disclosure”	an announcement pursuant to Rule 8 of the Code containing details on interests or short positions in, or rights to subscribe for, any relevant securities of a party to an offer;
“Option Cap”	has the meaning given to it in paragraph 7.2.3 of Part 6 (<i>Additional Information</i>) of this document;
“Overseas Shareholders”	Tarsus Shareholders (or nominees of, or custodians or trustees for, Tarsus Shareholders) not resident in, or who are nationals or citizens or residents of countries other than, the United Kingdom or Jersey;
“Panel”	The Panel on Takeovers and Mergers;
“Peel Hunt”	Peel Hunt LLP;
“Placing”	has the meaning given to it in paragraph 7.2.6 of Part 6 (<i>Additional Information</i>) of this document;
“Placing Agreement”	has the meaning given to it in paragraph 7.2.6 of Part 6 (<i>Additional Information</i>) of this document;
“Placing Price”	has the meaning given to it in paragraph 7.2.6 of Part 6 (<i>Additional Information</i>) of this document;
“Placing Shares”	has the meaning given to it in paragraph 7.2.6 of Part 6 (<i>Additional Information</i>) of this document;
“PRA”	the Prudential Regulation Authority or its successor from time to time;
“Pre-Close Dividend”	has the meaning given to it in paragraph 2 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“Put and Call Option Deed”	the put and call option deed dated 24 May 2019 between Bidco, Midco, Holdco, Topco and the Rollover Shareholders;
“Put Option”	has the meaning given to it in paragraph 7.2.3 of Part 6 (<i>Additional Information</i>) of this document;
“Ratchet Shares”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“RCF”	has the meaning given to it in paragraph 7.2.4 of Part 6 (<i>Additional Information</i>) of this document;
“Registrar of Companies”	the registrar of companies in Jersey;
“Regulatory Information Service”	an information service authorised from time to time by the FCA for the purposes of disseminating regulatory announcements;
“relevant securities”	shall be construed in accordance with the Code;
“Remuneration Committee”	the remuneration committee of the Board;
“Resolutions”	the Special Resolution and the Rollover Resolution;
“Restricted Jurisdiction”	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to Tarsus Shareholders in that jurisdiction;
“Rollover Arrangements”	the Service Contract Amendments, the Put and Call Option Deed and the Subscription and Shareholders’ Agreement;
“Rollover Managers”	Douglas Emslie, Dan O’Brien and Simon Smith;

“Rollover Resolution”	the ordinary resolution to approve the Rollover Arrangements to be considered at the General Meeting for the purposes of Rule 16 of the Code;
“Rollover Shareholders”	the Rollover Managers and the Family Members;
“Rollover Shares”	the 1,692,951 Tarsus Shares beneficially owned by the Rollover Shareholders which are subject to the Rollover Arrangements;
“Rule 2.7 Announcement”	the joint announcement dated 24 May 2019 in respect of Bidco’s firm intention to make an offer to acquire the entire issued and to be issued ordinary share capital of Tarsus;
“Rule 15 Letters”	the letters to be sent (as a joint communication from Bidco and Tarsus) to participants in the Tarsus Share Plans in connection with the Acquisition;
“Scheme”	the proposed scheme of arrangement under Article 125 of the Jersey Companies Law between the Company and the Scheme Shareholders in order to implement the Scheme, as set out in Part 4 (<i>The Scheme of Arrangement</i>) of this document (with or subject to any modification, addition or condition which Bidco and Tarsus may agree and the Court may impose or, if required, approve);
“Scheme Record Time”	6:00 p.m. on the business day immediately after the date of the Court Hearing;
“Scheme Shareholder”	a holder of Scheme Shares at any relevant date or time;
“Scheme Shares”	all Tarsus Shares: <ul style="list-style-type: none"> (i) in issue at the date of this document; (ii) if any, issued after the date of this document and before the Voting Record Time; and (iii) if any, issued at or after the Voting Record Time and before the Scheme Record Time, either on terms that the original or any subsequent holders of such shares are to be bound by the Scheme or in respect of which their holders are, or shall have agreed in writing to be, bound by the Scheme, and, in each case, remaining in issue at the Scheme Record Time, but excluding any Excluded Shares;
“SEC”	the US Securities and Exchange Commission;
“Second Call Option”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“Second Put Option”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“Security Agent”	has the meaning given to it in paragraph 7.1.2 of Part 6 (<i>Additional Information</i>) of this document;
“Service Contract Amendments”	means the amendment deeds (in the cases of Douglas Emslie and Dan O’Brien) and new service contract (in the case of Simon Smith) to be entered into on the Effective Date by the Rollover Managers (as applicable) and their employing company within the Tarsus Group;
“SFA”	has the meaning given to it in paragraph 7.2.4 of Part 6 (<i>Additional Information</i>) of this document;

“Significant Interest”	in relation to an undertaking, a direct or indirect interest of 20% or more of: (i) the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking; or (ii) the relevant partnership interest;
“Special Resolution”	the special resolution to be proposed at the General Meeting;
“SPRF”	has the meaning given to it in paragraph 7.1.2 of Part 6 (<i>Additional Information</i>) of this document;
“Subscription and Shareholders’ Agreement”	the subscription and shareholders’ agreement dated 24 May 2019 between Bidco, Midco, Holdco, Topco, Luxco and the Rollover Shareholders;
“Sweet Equity Shares”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“Takeover Offer”	if the Acquisition is implemented by way of a takeover offer, as defined in Article 116 of the Jersey Companies Law, the offer to be made by or on behalf of Bidco to acquire the entire issued and to be issued ordinary share capital of Tarsus (other than the Excluded Shares) on the terms and subject to the conditions to be set out in the related offer document and, where the context permits, any subsequent revision, variation, extension or renewal of such takeover offer;
“Tarsus” or the “Company”	Tarsus Group plc, incorporated in Jersey with registered number 101579;
“Tarsus 2008 CSOP”	the Tarsus Company Share Option Plan, as approved in 2008;
“Tarsus 2008 SAYE”	the Tarsus Savings Related Share Option Plan 2008, as approved in 2008;
“Tarsus 2011 LTIP”	the Tarsus 2011 Long Term Incentive Plan, as approved in 2011 and amended in 2012;
“Tarsus 2016 ERP”	the Tarsus 2016 Executive Retention Plan, as approved in 2016;
“Tarsus 2018 CSOP”	the Tarsus Company Share Option Plan, as approved in 2018;
“Tarsus Connect”	has the meaning given to it in paragraph 7.2.3 of Part 6 (<i>Additional Information</i>) of this document;
“Tarsus Connect Option Agreement”	has the meaning given to it in paragraph 7.2.3 of Part 6 (<i>Additional Information</i>) of this document;
“Tarsus Directors”	the persons whose names are set out in paragraph 2.1 of Part 6 (<i>Additional Information</i>) of this document or, where the context so requires, the directors of the Company from time to time;
“Tarsus EBT”	the Tarsus Employee Benefit Trust No. 1;
“Tarsus EBT Trustee”	Intertrust Employee Benefit Trustee Limited, the trustee of the Tarsus EBT;
“Tarsus Executive Directors”	Neville Buch, Douglas Emslie and Dan O’Brien;
“Tarsus Group”	Tarsus and its subsidiary undertakings from time to time and, where the context permits, each of them;
“Tarsus Non-Executive Directors”	David Gilbertson, Keith Mansfield and Robert Ware;
“Tarsus Share Plans”	the Tarsus 2008 CSOP, the Tarsus 2008 SAYE, the Tarsus 2011 LTIP, the Tarsus 2016 ERP and the Tarsus 2018 CSOP;
“Tarsus Shareholder”	a holder of Tarsus Shares;

“Tarsus Shares”	the ordinary shares of five pence each in the capital of the Company;
“Third Call Option”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“Third Party”	has the meaning given to it in paragraph 3.2 of Part 3 (<i>Conditions</i>) of this document;
“Third Put Option”	has the meaning given to it in paragraph 5 of Part 1 (<i>Letter from the Chairman of the Committee of Independent Tarsus Directors</i>) of this document;
“Topco”	Tiger Acquisitions (Jersey) Limited, a company incorporated in Jersey with registered number 129107;
“treasury shares”	any Tarsus Shares held by the Company as treasury shares;
“TUSHI”	has the meaning given to it in paragraph 7.2.3 of Part 6 (<i>Additional Information</i>) of this document;
“TUSHI Call Option”	has the meaning given to it in paragraph 7.2.7 of Part 6 (<i>Additional Information</i>) of this document;
“TUSHI Call Option Period”	has the meaning given to it in paragraph 7.2.8 of Part 6 (<i>Additional Information</i>) of this document;
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland;
“uncertificated” or “in uncertificated form”	recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;
“Unitranche Facility”	has the meaning given to it in paragraph 7.1.2 of Part 6 (<i>Additional Information</i>) of this document;
“US” or United States”	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”	the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
“Voting Record Time”	6:30 p.m. on the day which is two business days prior to the date of the Court Meeting or, if the Court Meeting is adjourned, 6:30 p.m. on the day which is two business days before the day of such adjourned meeting;
“Wider Bidco Group”	Bidco and its parent undertakings and its and such parent undertakings’ subsidiary undertakings, the Charterhouse Funds and their respective associated undertakings, and any other body corporate, partnership, joint venture or person in which Bidco and all such undertakings (aggregating their interests) have a Significant Interest; and
“Wider Tarsus Group”	Tarsus and its associated undertakings and any other body corporate, partnership, joint venture or person in which Tarsus and all such undertakings (aggregating their interests) have a Significant Interest.

References in this document to **“associated”**, **“subsidiary”**, **“subsidiary undertaking”** and **“undertaking”** have the meanings given to such terms by the Companies Act.

References in this document to an enactment include references to that enactment as amended, replaced, consolidated or re-enacted by or under any other enactment before or after the date of this document.

All references to time in this document are to London time unless otherwise stated.

PART 8

NOTICE OF COURT MEETING

IN THE ROYAL COURT OF JERSEY
SAMEDI DIVISION
17 June 2019

File No. 2019/154

IN THE MATTER OF TARSUS GROUP PLC

and

IN THE MATTER OF ARTICLE 125 of the COMPANIES (JERSEY) LAW 1991

NOTICE IS HEREBY GIVEN that, by an Act of Court dated 17 June 2019 made in the above matters, the Court has directed a meeting (the “**Court Meeting**”) of Independent Scheme Shareholders (as defined in the scheme of arrangement referred to below) to be convened for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement (the “**Scheme**”) proposed to be made pursuant to Article 125 of the Companies (Jersey) Law 1991 (as amended) (the “**Jersey Companies Law**”) between Tarsus Group plc (the “**Company**”) and the Scheme Shareholders (as defined in the Scheme) and that the Court Meeting will be held at The Malton Room, Radisson Blu Hotel, Dublin Airport, Dublin, Ireland on 11 July 2019 at 1:00 p.m., at which place and time all Independent Scheme Shareholders are requested to attend.

A copy of the Scheme and a copy of the explanatory statement required to be furnished pursuant to Article 126 of the Jersey Companies Law are incorporated in the document of which this notice forms part.

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

Right to Appoint a Proxy; Procedure for Appointment

Independent Scheme Shareholders entitled to attend and vote at the Court Meeting may vote in person at such meeting or they may appoint another person or persons, whether a member of the Company or not, as their proxy or proxies, to exercise all or any of their rights to attend, speak and vote at the Court Meeting.

A BLUE Form of Proxy, for use at the Court Meeting, is enclosed with the document of which this notice forms part. Instructions for its use are set out on the form. It is requested that the BLUE Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof) be returned to the Company’s registrar, Link Asset Services, PXS 1, 34 Beckenham Road, Beckenham, Kent BR3 4TU, by post or (during normal business hours only) by hand, not later than 1:00 p.m. on 9 July 2019 or, in the case of an adjournment of the Court Meeting, not later than 48 hours before the time appointed for the adjourned Court Meeting, excluding any part of a day that is not a business day. However, if not so lodged, BLUE Forms of Proxy (together with any such authority, if applicable) may be handed to the Chairman of the Court Meeting, or to a representative of Link Asset Services on behalf of the Chairman, at the Court Meeting and will still be valid.

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

appoint more than one proxy in respect of their holding of Scheme Shares should contact Link Asset Services for further Forms of Proxy (or photocopy the enclosed form). Independent Scheme Shareholders should also read the explanatory notes to the Form of Proxy.

Independent Scheme Shareholders who hold Scheme Shares in uncertificated form through CREST (as defined in the Scheme) and wish to appoint a proxy or proxies by using the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual (as defined in the Scheme) (available via www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear’s (as defined in the Scheme) specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Link Asset Services (issuer’s agent ID RA10) not later than 48 hours before the time fixed for the Court Meeting (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the adjourned Court Meeting), in each case excluding any part of a day that is not a business day. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Asset Services is able to retrieve the message by enquiry to CREST in the manner required by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to Link Asset Services through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his or her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. For this purpose, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The Company may treat as invalid a CREST Proxy Instruction in accordance with Article 34 of the Companies (Uncertificated Securities) (Jersey) Order 1999, as amended from time to time.

Completion and return of a BLUE Form of Proxy, or the appointment of a proxy electronically using CREST (or any other procedure described above), will not prevent an Independent Scheme Shareholder from attending, speaking and voting in person at the Court Meeting, or any adjournment thereof, if such Independent Scheme Shareholder wishes and is entitled to do so.

Voting Record Time

Entitlement to attend, speak and vote at the Court Meeting (or any adjournment thereof) and the number of votes which may be cast will be determined by reference to the register of members of the Company at 6:30 p.m. on the day which is two business days prior to the date of the Court Meeting or, if the Court Meeting is adjourned, 6:30 p.m. on the day which is two business days before the day of such adjourned meeting (the “**Voting Record Time**”). Changes to the register of members after the Voting Record Time shall be disregarded in determining the rights of any person to attend, speak and vote at the Court Meeting or any adjournment thereof (as the case may be).

Joint Holders

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

Corporate Representatives

As an alternative to appointing a proxy, any Independent Scheme Shareholder as at the Voting Record Time which is a body corporate may appoint one or more corporate representatives who may exercise on its behalf all powers as a member, provided that no more than one corporate representative exercises powers of the same Scheme Share.

By the said Act of Court, the Court has appointed Neville Buch or, failing him, David Gilbertson or, failing him, Robert Ware to act as Chairman of the Court Meeting and has directed the Chairman to report the result thereof to the Court.

The Scheme will be subject to the subsequent sanction of the Court.

Dated 17 June 2019

Ogier
44 Esplanade
St Helier
Jersey JE4 9WG

Advocates and solicitors for the Company

Nominated persons

Any person to whom the document of which this notice forms part is sent who is a person nominated under article 153 of the Company's articles of association to enjoy information rights (a "**Nominated Person**") may, under an agreement between him or her and the member by whom he or she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he or she may, under any such agreement, have a right to give instructions to the member as to the exercise of voting rights. The statements above relating to the rights of Independent Scheme Shareholders regarding the appointment of proxies do not apply to Nominated Persons. Such rights can only be exercised by members of the Company. The main point of contact for a Nominated Person in terms of their investment in the Company remains the member by whom he or she was nominated (or perhaps a custodian or broker who administers the investment) and a Nominated Person should continue to contact them (and not the Company) regarding changes or queries relating to their personal details and their interest in the Company (including any administrative matters). The only exception to this is where the Company expressly requests a response from a Nominated Person.

PART 9

NOTICE OF GENERAL MEETING

TARSUS GROUP PLC

(Registered in Jersey under number 101579)

NOTICE IS HEREBY GIVEN that a **GENERAL MEETING** of Tarsus Group plc (the “**Company**”) will be held at The Malton Room, Radisson Blu Hotel, Dublin Airport, Dublin, Ireland on 11 July 2019 at 1:15 p.m., or as soon as reasonably practicable thereafter as the Court Meeting (as defined in the document of which this notice forms part) shall have been concluded or adjourned, for the purpose of considering and, if thought fit, passing the following resolutions, of which resolution 1 shall be proposed as a special resolution and resolution 2 shall be proposed as an ordinary resolution.

SPECIAL RESOLUTION

1 THAT:

- 1.1 for the purpose of giving effect to the scheme of arrangement dated 17 June 2019 between the Company and the holders of Scheme Shares (as defined in the Scheme (as defined below)), a print of which has been produced to this meeting and, for the purposes of identification, has been signed by the chairman of this meeting, in its original form or with or subject to any modification, addition, or condition agreed by the Company and Tiger Acquisitions UK Limited and approved or imposed by the Court (the “**Scheme**”), the directors of the Company (or a duly authorised committee thereof) be and are hereby authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect;
- 1.2 with effect from the passing of this resolution, the articles of association of the Company be and are hereby amended by the adoption and inclusion of the following new Article 160:

“160. Shares not subject to Scheme of Arrangement

- (A) In this Article 160, references to the “**Scheme**” are to the scheme of arrangement between the Company and the Scheme Shareholders (as defined in the Scheme) dated 17 June 2019 (with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company and Tiger Acquisitions UK Limited (“**Bidco**”)) under Article 125 of the Law and (save as defined in this Article 160) terms defined in the Scheme shall have the same meanings in this Article 160.
- (B) Notwithstanding any other provision of these Articles, if the Company issues any shares (other than to Bidco, any subsidiary or holding company of Bidco, or any nominee of Bidco (each a “**Bidco Company**”)) on or after the date of the adoption of this Article 160 and prior to the Scheme Record Time, such shares shall be issued subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the holder or holders of such shares shall be bound by the Scheme accordingly.
- (C) Notwithstanding any other provision of these Articles, if any shares are issued to any person other than a Bidco Company (a “**Post-Scheme Member**”) at or after the Scheme Record Time, such shares (the “**Post-Scheme Shares**”) will, provided that the Scheme has become effective, be issued on terms that they will be immediately transferred to Bidco or its nominee(s) (which shall be obliged to acquire such Post-Scheme Shares from such Post-Scheme Member) in consideration of and conditional on the payment to the Post-Scheme Member of the same cash consideration (after deduction of any tax and social security contributions their employer or any other company is required to withhold or account for in respect of either that consideration or the issue or transfer of the shares to the Post-Scheme Member) per Post-Scheme Share as would have been payable to a holder of the Scheme Shares under the Scheme (subject to Article 160(D)).
- (D) Any Post-Scheme Member (other than, for the avoidance of doubt, a person who becomes a Post-Scheme Member by virtue of a transfer pursuant to this Article 160(D)) may, prior to the issue of Post-Scheme Shares to him or her pursuant to the exercise of an option under one of the Company’s share plans, give not less than two business

days' written notice to the Company in such manner as the board shall prescribe of his or her intention to transfer some or all of such Post-Scheme Shares to his or her spouse or civil partner and may, if such notice has been validly given, on such Post-Scheme Shares being issued to him or her, immediately transfer to his or her spouse or civil partner any such Post-Scheme Shares, provided that such Post-Scheme Shares will then be immediately transferred by that spouse or civil partner (as applicable) to the Purchaser pursuant to Article 160(C) above. If notice has been validly given pursuant to this Article 160(D) but the Post-Scheme Member does not immediately transfer to his or her spouse or civil partner the Post-Scheme Shares in respect of which notice was given, such shares will be transferred to Bidco and/or its nominee(s) pursuant to Article 160(C) above.

- (E) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) effected after the Effective Date, the value of the cash payment per share to be paid under Article 160(C) may be adjusted by the Directors in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article to shares shall, following such adjustment, be construed accordingly.
- (F) To give effect to any transfer of Post-Scheme Shares required by this Article 160, the Company may appoint any person as attorney (under the Powers of Attorney (Jersey) Law 1995, and on the basis that any such appointment shall be irrevocable for a period of one year from the date upon which such Post-Scheme Member is issued the Post-Scheme Shares for that Post-Scheme Member) or agent to execute a form of transfer on behalf of the Post-Scheme Member in favour of Bidco or its nominee(s) and to do all such things and execute and deliver such documents as may, in the opinion of the attorney or agent, be necessary or desirable to vest such Post-Scheme Shares in Bidco and/or its nominee(s) and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as Bidco may direct. If an attorney or agent is so appointed, the Post-Scheme Member shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of Bidco) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed by Bidco. The attorney or agent shall be empowered to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer on behalf of the Post-Scheme Member in favour of Bidco and/or its nominee(s) and the Company may register Bidco and/or its nominee(s) as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the Post-Scheme Member for the Post-Scheme Shares.
- (G) Notwithstanding any other provision of these Articles, both the Company and the directors shall refuse to register the transfer of any shares between the Scheme Record Time and the date on which the Scheme becomes effective.
- (H) If the Scheme shall not have become effective by the date referred to in clause 6.2 of the Scheme (or such later date (if any) as Bidco and the Company may agree and the Court and the Panel on Takeovers and Mergers may allow), this Article 160 shall be of no effect."

ORDINARY RESOLUTION

- 2 THAT the rollover arrangements proposed by Bidco, as summarised in Part 1 (*Letter from the Chairman of the Committee of Independent Tarsus Directors*) of the document of which this notice forms part, are hereby approved in, or substantially in, such form for the purposes of Rule 16 of The City Code on Takeovers and Mergers, notwithstanding that any such arrangements are not extended to all shareholders of the Company.

Dated 17 June 2019

By Order of the Board

Simon Smith
Company Secretary

Registered office:
44 Esplanade, St Helier, Jersey JE4 9WG

NOTES:

- 1 Capitalised terms used but not defined in the notes below have the meanings given to them in the document of which this notice forms part.
- 2 Only those shareholders registered in the register of members of the Company as at 6:30 p.m. on 9 July 2019 (or, in the event of any adjournment, on the date which is two business days before the time of the reconvened meeting) shall be entitled to attend or vote at the General Meeting in respect of the number of ordinary shares registered in their name at that time. Changes to entries in the register of members after that time will be disregarded in determining the right of any person to attend or vote at the General Meeting.
- 3 Every shareholder entitled to attend and vote at the General Meeting is entitled to appoint one or more proxies to exercise all or any of his rights to attend, speak and, on a poll, to vote instead of that shareholder.
- 4 A WHITE Form of Proxy is enclosed with the document of which this notice forms part. Instructions for use are shown on the form. To be valid, the WHITE Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof) must be returned to the Company's registrar, Link Asset Services, PXS 1, 34 Beckenham Road, Beckenham, Kent BR3 4TU, by post or (during normal business hours only) by hand, not later than 1:15 p.m. on 9 July 2019 or, in the case of an adjournment of the General Meeting, not later than 48 hours before the time appointed for the adjourned General Meeting, excluding any part of a day that is not a business day. If the WHITE Form of Proxy is not returned by the time stated above, it will be invalid.
- 5 Completion and return of a WHITE Form of Proxy, or the appointment of a proxy electronically using CREST (or any other procedure described below), will not prevent a shareholder from attending, speaking and voting in person at the General Meeting, or any adjournment thereof, if such shareholder wishes and is entitled to do so.
- 6 If the proxy is being appointed in relation to part of your holding only, enter the number of shares over which they are authorised to act as your proxy in the box next to the proxy's name. If this box is left blank, they will be authorised in respect of your full voting entitlement.
- 7 To appoint more than one proxy, you should obtain additional WHITE Forms of Proxy from the Company's registrar, Link Asset Services, or you may photocopy the WHITE Form of Proxy enclosed with the document of which this notice forms part. Please ensure you specify the number of shares over which each proxy can act, as described in note 6 above.
- 8 Any person to whom the document of which this notice forms part is sent who is a person nominated under article 153 of the Company's articles of association to enjoy information rights (a "**Nominated Person**") may, under an agreement between him/her and the shareholder by whom he/she was nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights.
- 9 The statement of the rights of shareholders in relation to the appointment of proxies in these notes does not apply to Nominated Persons. Such rights can be exercised only by shareholders of the Company.
- 10 As at 6:00 p.m. on 14 June 2019 (being the latest practical date prior to the publication of the document of which this notice forms part), the Company's issued share capital consisted of 123,031,170 ordinary shares of five pence each, carrying one vote each. Therefore, the total voting rights in the Company as at 14 June 2019 were 123,031,170.
- 11 Shareholders who hold shares in uncertificated form through CREST and wish to appoint a proxy or proxies by using the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual (available via www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

- 12 In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a “**CREST Proxy Instruction**”) must be properly authenticated in accordance with Euroclear’s specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Link Asset Services (issuer’s agent ID RA10) not later than 48 hours before the time fixed for the Court Meeting (or, in the case of adjournment(s), not later than 48 hours before the time fixed for the adjourned Court Meeting), in each case excluding any part of a day that is not a business day. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Asset Services is able to retrieve the message by enquiry to CREST in the manner required by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to Link Asset Services through other means.
- 13 CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his or her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. For this purpose, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
- 14 The Company may treat as invalid a CREST Proxy Instruction in accordance with Article 34 of the Companies (Uncertificated Securities) (Jersey) Order 1999, as amended from time to time.
- 15 Any person permitted to speak at the General Meeting has the right to ask questions relevant to the business of the General Meeting. The Company must cause to be answered any such question relating to the business being dealt with at the General Meeting but no such answer need be given if (i) to do so would interfere unduly with the preparation for the General Meeting or involve the disclosure of confidential information, (ii) the answer has already been given on a website in the form of an answer to a question or (iii) it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered.
- 16 Members may not use any electronic address provided either in this notice or any related documents (including the WHITE Form of Proxy) to communicate with the Company for any purposes other than those expressly stated.
- 17 All resolutions to be put to the General Meeting will be voted on by a poll and not by a show of hands. Only Independent Tarsus Shareholders may vote on resolution 2. Members and proxies will be asked to complete a poll card to indicate how they wish to cast their votes. These cards will be collected at the end of the General Meeting. The results of the poll will be published on the Company’s website and announced by the Company once the votes have been counted and verified.
- 18 An abstention option has been included on the WHITE Form of Proxy. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolutions. Unless otherwise instructed, the person appointed as proxy will exercise his/her discretion as to how he/she votes or whether he/she abstains from voting on the resolutions and on any other business (including amendments to the resolutions and any procedural business, including any resolution to adjourn) which may come before the General Meeting.
- 19 In the case of joint holders of shares, the vote of the senior holder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holder(s). For this purpose, seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.

- 20 Any corporation which is a member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member, provided that they do not do so in relation to the same share.
- 21 Where two or more WHITE Forms of Proxy are delivered for use in respect of the same shares, the one which has been delivered last (regardless of the date on which it was signed) shall be treated as the valid form. If it is not possible to determine the order of delivery, none of the WHITE Forms of Proxy will be treated as valid.
- 22 Copies of the Company's existing articles of association and copies of the articles of association as proposed to be amended by the special resolution set out in this notice are available for inspection at Macfarlanes LLP, 20 Cursitor Street, London EC4A 1LT, and at the Company's registered office at 44 Esplanade, St Helier, Jersey JE4 9WG, until the opening of business on the day on which the General Meeting is held and will also be available for inspection at the place of the General Meeting for at least 15 minutes prior to the General Meeting.

