

STRICTLY PRIVATE AND CONFIDENTIAL

DATED 2020

CITY OF LONDON GROUP PLC  
AND  
THE SELLING SHAREHOLDERS

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OFF-MARKET PURCHASE AGREEMENT

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**GREENBERG TRAUIG, LLP**

THE SHARD, 8TH FLOOR  
32 LONDON BRIDGE STREET

LONDON SE1 9SG

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**THIS AGREEMENT** is dated 2020 and made between:

- (1) **THOSE PERSONS** whose names and addresses are set out in column 1 of Schedule 1 (the "**Sellers**", and each a "**Seller**"); and
- (2) **CITY OF LONDON GROUP PLC** incorporated and registered in England and Wales with company number 01539241 whose registered office is at 6<sup>th</sup> Floor, 60 Gracechurch Street, London, United Kingdom, EC3V 0HR (the "**Company**").

## **INTRODUCTION**

- (A) Pursuant to Article 4.1.3, the Company may acquire all of the Deferred Shares in issue.
- (B) The Sellers are the holders of all of the Deferred Shares.
- (C) The Company has determined to buy the Deferred Shares on the terms of this Agreement and such purchase has been approved by resolution of the Company's shareholders. Once purchased by the Company, the Deferred Shares shall be cancelled.

## **IT IS AGREED that:**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Defined terms**

In this Agreement and the Introduction:

"**Articles**" means the articles of association of the Company as amended from time to time;

"**Company's Lawyers**" means Greenberg Traurig, LLP, The Shard, 8th Floor, 32 London Bridge Street, London, SE1 9SG;

"**Completion**" means completion of the sale and purchase of the Deferred Shares under this Agreement;

"**Deferred Shares**" means the 3,648,415,419 (*three billion, six hundred and forty-eight million, four hundred and fifteen thousand, four hundred and nineteen*) non-voting, non-participating deferred share of 0.1 pence each in the capital of the Company designated as a Deferred Share held by the Sellers as set out in the Schedule;

"**Encumbrance**" means any mortgage, charge, pledge, lien, restriction, assignment, hypothecation, option, right to acquire, right of first refusal or right of pre-emption, third party right or interest or other encumbrance or security interest of any kind or any other agreement or arrangement the effect of which is the creation of security; any other type of preferential arrangement (including a title transfer or retention arrangement) having similar effect; or any agreement or arrangement or obligation to create any of the same;

"**Notice**" means a notice, demand, request, statement, instrument, certificate or other communication given, delivered or made by either party to the other under or in connection with this Agreement; and

"**Representative**" means Paul George Milner of [Estate Office Lawnpond Limited, The Roma Building, 32-38 Scrutton Street, London, England, EC2A 4RQ].

## 1.2 Contents page and headings

In this Agreement the contents page and headings are included for convenience only and do not affect the interpretation or construction of this Agreement.

## 1.3 Clauses and schedules

In this Agreement:

1.3.1 the **Introduction** forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Introduction;

1.3.2 any reference to the **Introduction** is a reference to the statements about the background to this Agreement made above; and

1.3.3 any reference to a **clause** is a reference to a clause of this Agreement.

## 1.4 Meaning of references

In this Agreement any reference to:

1.4.1 a **company** is to any company, corporation or other body corporate wherever and however incorporated or established;

1.4.2 a **document** is to that document as supplemented, otherwise amended, replaced or novated from time to time;

1.4.3 including means "**including without limitation**", in particular means "**in particular but without limitation**" and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; and

1.4.4 a **person** includes any individual (including his legal personal representatives), firm, company, government, state or agency of state or any joint venture, association, trust or partnership, works council or employee representative body (whether or not having a separate legal personality).

## 1.5 Meaning of parties

In this Agreement any reference to a **party** or the **parties** is to a party or the parties (as the case may be) to this Agreement and shall include any successors and permitted assignees of a party.

## 2. APPOINTMENT OF REPRESENTATIVE

Pursuant to Articles 4.1.3 and 4.1.5, the Company hereby appoints and authorises the Representative to execute this Agreement and any document in connection with this Agreement (including but not limited to the instrument of transfer as listed in clause 4.2.1) on behalf of each of the Sellers.

## 3. AGREEMENT TO SELL AND PURCHASE

Each of the Sellers shall sell all the Deferred Shares held by him with full title guarantee and free from any Encumbrance for the aggregate consideration of £1 for all of the Deferred

Shares and the Company shall purchase the Deferred Shares and pay such consideration to the Representative who will hold the consideration on trust for each of the Sellers.

#### 4. **COMPLETION**

4.1 Completion shall take place at the offices of the Company's Lawyers on the date hereof.

4.2 At Completion:

4.2.1 the Representative shall deliver to the Company a duly executed instrument of transfer of the Deferred Shares in favour of the Company; and

4.2.2 the Company shall pay the consideration due in respect of the Deferred Shares by payment of the sum of £1 to the Representative to be held on behalf of the Sellers.

#### 5. **ENTIRE AGREEMENT**

5.1 This Agreement constitutes the whole and only agreement between the parties in relation to the sale and purchase of the Deferred Shares and supersedes and extinguishes all previous drafts, agreements, undertakings, warranties, representations and arrangements between them, whether written or oral, relating to its subject matter.

5.2 Subject to clause 8.3, each party represents that it has not relied on, or been induced to enter into this Agreement by, any statement, representation, warranty, assurance, covenant or undertaking ("**Statement**") given by any other party and that the other party is not liable to it for any Statement (including one made negligently).

5.3 Nothing in this clause 8 shall have the effect of restricting any liability arising as a result of any fraud, dishonesty, wilful misconduct or wilful concealment.

#### 6. **COSTS**

The Company shall pay the own costs of preparation of this Agreement.

#### 7. **INVALIDITY**

If at any time all or any part of any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, then the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

#### 8. **AMENDMENTS, WAIVERS AND RIGHTS**

##### 8.1 **Amendments**

No amendment or variation of this Agreement shall be effective unless it is made or confirmed in writing and signed by the Company and the Representative.

##### 8.2 **Delay in exercise/non-exercise of rights**

No delay in exercising, or non-exercise, by either party of any right, power or remedy provided by law or under this Agreement impairs, or constitutes a waiver or release of, that right, power or remedy.

##### 8.3 **Waivers**

Any waiver or release must be specifically granted in writing signed by the party granting it and shall:

- 8.3.1 be confined to the specific circumstances in which it is given;
- 8.3.2 not affect any other enforcement of the same or any other right; and
- 8.3.3 unless it is expressed to be irrevocable, be revocable at any time in writing.

#### **8.4 Exercise of rights**

No single or partial exercise of any right, power or remedy provided by law or under this Agreement prevents any other or further exercise of it or the exercise of any other right, power or remedy.

#### **8.5 Rights and remedies cumulative**

The rights, powers and remedies of each party under this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by general law.

#### **8.6 Provisions remain in force notwithstanding Completion**

Any provision of this Agreement which is capable of being performed after, but which has not been performed at or before, Completion and all warranties, covenants and other undertakings contained in, or entered into pursuant to, this Agreement shall remain in full force and effect notwithstanding Completion.

### **9. COUNTERPARTS**

#### **9.1 Any number of counterparts**

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart.

#### **9.2 Each counterpart an original**

Each counterpart constitutes an original of this Agreement, but all of the counterparts constitute but one and the same instrument.

### **10. GOVERNING LAW AND JURISDICTION**

#### **10.1 Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **10.2 English courts have jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**SCHEDULE 1  
THE SELLERS**

<b>NAME</b>	<b>NUMBER OF SHARES</b>
MR STEVEN ADAMS	13365
MR DEREK THOMAS ALDRIDGE	103554
DERRICK VICTOR ALDRIDGE ESQ	168102
MR GEOFFREY LIVINGSTONE ALLEYNE	79200
ALLIANCE TRUST SAVINGS NOMINEES LTD	26039574
ALLIANCE TRUST SAVINGS NOMINEES LTD	12881880
ALLIANCE TRUST SAVINGS NOMINEES LTD	417483
ADMOR OF KALA AMIN	29700
EXOR OF VINODRAY FULABHAI AMIN	29700
MR CORNELIUS ANDERSON	198000
MRS DEBRA KAREN ANDERSON	13266
STEPHEN CONRAD ANDERSON ESQ	35640
MRS HELEN ANDREWS	726858
MR LUCIAN ANTHONY	77715
ARMOUR (INSURANCE BROKERS) LIMITED	49500
MR RAYMOND CHESTER JAMES ARTHUR	20691
ASCO NOMINEES LIMITED	64548
MRS JOYCE ASHBY	18315
MRS TAHIRA ASIF	1237500
EXOR OF ENA ROSALIE ASPLAND	20691
MR TREVOR DOUGLAS ATKINS	10296
MR AMARJIT SINGH ATTWAL	99000
AURORA NOMINEES LIMITED	12127500
BARCLAY PROJECTS LIMITED,	99
BARCLAYS DIRECT INVESTING NOMINEES LTD	56685420
ALEXANDER BARD	40655142
MISS TANIA BARD	44021142

<b>NAME</b>	<b>NUMBER OF SHARES</b>
MR TOM BARTLEY	14850
MR ROBERT HENRY BARTOLO	99000
MR WILLIAM JOSEPH BARWISE	25839
MR ARIBINDER SINGH BASSI	113751
MS BETHAN CLAIR DIXON BATE	30987
MR BRIAN BERNARD BAYNES	424809
BBHISL NOMINEES LIMITED	74250000
BEAUFORT NOMINEES LIMITED	163906875
MR BRUCE THOMAS BEDFORD	74943
EVITA BIER	247500
THE BL & RB FOUNDATION	131175000
MRS MARGARET JANE BLAND	103554
BLOOMBERG L P	99
EXOR OF JOHN JOSEPH BONNER DECD	118800
MRS FOROUGH BOZORGNIA	99000
NIGEL PETER BRAHAM ESQ	1012770
PHILLIPA LOVILL BRATWELL	9900
BREWIN NOMINEES LIMITED	1732500
MRS JOAN VALERIE BRIGGS	618750
MR FREDERICK BROOKS	12375
MR ANDREW RICHARD BROWN	59400
MR ANDREW RICHARD BROWN	89100
MR JOHN MICHAEL BROWN	16830
MR PAUL BROWN	121968
MR ROBERT MICHAEL BROWN	89100
MR VICTOR HUNTRODS BROWN	148500
MR MICHAEL ALBERT BROWNE	519750
MRS PATRICIA LILIAN BULLAR	23760
MR PHILIP ALAN BUNT	24750
ADMORS DE BONIS NON BRUCE BURROWS	147510



<b>NAME</b>	<b>NUMBER OF SHARES</b>
CALM HOLDINGS PTY LIMITED	155331
MR ROBERT CARR	9900
BRYAN EDWARD CARSON ESQ	198000
MRS SHARON LORRAINE CARTER	1131372
CGWL NOMINEES LIMITED	2574000
CH CAPITAL A HOLDINGS LLC	290413827
MRS URMILABEN DEVSHI CHANDEGRA	643500
MR MATTHEW CHANDLER	4950
CHARLES BARKER PLC	99
MR GAVIN CHARLES CHEESEMAN	9306
MR MECHEL CIK	178200
MR IAN ROGER CLAY	16830
MRS MOLLY ADELE CLAY	99000
MR RICHARD ARTHUR CLEAVE	7524
MR JOHN DAVID CLELAND	9900
CODEISSUE LIMITED	495
JULIAN COHEN ESQ	61875
MISS TRACEY JANE COLWILL	445500
EXOR OF ANGELA CONROY	20097
MR DARIN COOPER	77913
JULIAN COULBERT	990
MRS HILARY ANN COULSON	1980000
IAN CREMIN ESQ.	10296
MR TERRY MICHAEL CROFT	7227
ANDREW CROWE ESQ	198000
DARTINGTON PORTFOLIO NOMINEES LIMITED	544500
DATA SOURCE LIMITED	99
DATASTREAM INTERNATIONAL LIMITED	99
NORMAN HAROLD DAVIS ESQ	346500
MRS CAROLYN PATRICIA DAY	62568

<b>NAME</b>	<b>NUMBER OF SHARES</b>
MRS DOROTHY JEAN DAY	26433
DB UK BANK LIMITED	495
DEBUTFAST LIMITED	27423
DR GUNTHER REINHOLD JOCHEN DEGEN	29700
DENTON & CO TRUSTEES LIMITED	1414215
MR DAVID EDWIN DEWAR	7722
DR. NAVNITLAL DAHYABHAI DHABUWALA	99000
MR SANJEEV RAI DHUNA	20790
DISCLOSURE LIMITED	99
MRS KALWANT DOAL	99000
DOBELL FINANCE LIMITED	19701396
MRS ANTONETTE SURESHINI DOMINIQUE	79200
STEPHEN JOSEPH RADMORE DOMMETT ESQ	18810
MR DECLAN DONOHOE	79200
MRS JANE ELIZABETH DOUGHTY	90090
MR ROGER DOUGHTY	148500
MISS SHEILA DOUGLAS	258885
PETER CHARLES DOYE ESQ	3625974
MISS SUSAN DRUMMOND	39600
MR LAURENCE HOWARD DUNNING	24453
EXETER LEUKAEMIA FUND	99
MR STEPHEN FAGAN	13464
MRS AVRIL JOANNA FARLEY	49500
MR CHRISTOPHER STEWART FEARNLEY	55836
FERLIM NOMINEES LIMITED	49500
MR GERALD STANLEY FINNEY	26334
MR JOHN FIRTH	15741
MR TIMOTHY FLUDE	52173
MRS KITTY GLADYS SUSY FORGE	142263
MR ROBERT STEVEN FORGE	129393

<b>NAME</b>	<b>NUMBER OF SHARES</b>
MRS JOAN FOWLER	357291
MRS SYBIL MOYSE FRENCH	99000
MRS ANN CAROLYN FURMSTON	10098
MR DUNCAN JOHN GARROD	207108
MR EDWARD GAUGHAN	2277
GHL (CLG) LTD	145206963
MR REGINALD CHRISTOPHER GILL	61875
MRS SUKHWINDER KAUR GILL	99000
MR ISAIAH GLUCK	11315502
MRS MANUELA SONIA GONNERMAN	23265
MR JULIAN GONNERMANN	62172
ROBERT ECHLIN HUGH GRAYBURN	222750
GEORGE DEREK GREASLEY ESQ	544500
MR PAUL STEPHEN GREEN	297000
MRS SUSAN LORRAINE GREEN	17721
DUDLEY MARTIN GREENHALGH ESQ	145629
MR HENRY DAVID GREENHALGH	1039500
HENRY DAVID GREENHALGH ESQ	940500
MRS MARLENE LORE EVA GREENHALGH	693000
IMRAN HAFEJI ESQ	9900
MARGARET ROSE HALEY	198000
MR JOHN HAMMERSLEY	39600
TREVOR HANHAM	1377882
MR STEVEN GILBERT HARDING	15444
HARGREAVE HALE NOMINEES LIMITED	148500
HARGREAVE HALE NOMINEES LIMITED	12005532
HARGREAVES LANSDOWN (NOMINEES) LIMITED	49500
HARGREAVES LANSDOWN (NOMINEES) LIMITED	5408469
HARGREAVES LANSDOWN (NOMINEES) LIMITED	43139448
HARGREAVES LANSDOWN (NOMINEES) LIMITED	9190071

<b>NAME</b>	<b>NUMBER OF SHARES</b>
HARGREAVES LANSDOWN (NOMINEES) LIMITED	2069001
MR TIM JOHN HARPER	37323
MR ALEX HARRIS	297000
MISS ROSEMARY ANN HARRISON	85338
DAVID HART ESQ	258885
MR BRIAN HAVIS	12474
MRS DENISE AMY HEALES	2772
MISS APRIL HENDERSON	61875
MR IAN ALEXANDER HENDERSON	24750
CHRISTIAN ALISON HENRY	157806
HERITAGE CORPORATE TRUSTEES LIMITED	42272604
MR ADRIAN ROLAND HIRST	396000
MRS JANE HOBBS	49500
MR STEVEN ANTHONY HOLMES	6039
KENNETH THOMAS HORSEMAN, ESQ.,	103554
MR TIMOTHY JOHN HOTSON	161469
MISS JANE MARGARET HOUGH	297000
MR PETER HOWES	130086
HSBC CLIENT HOLDINGS NOMINEE (UK) LIMITED	8810901
HSBC GLOBAL CUSTODY NOMINEE (UK) LIMITED	7016328
HSBC GLOBAL CUSTODY NOMINEE (UK) LIMITED	5544
HSBC GLOBAL CUSTODY NOMINEE (UK) LIMITED	84805281
HSDL NOMINEES LIMITED	42306363
HSDL NOMINEES LIMITED	25070067
HSDL NOMINEES LIMITED	6792291
HSDL NOMINEES LIMITED	1629837
HSDL NOMINEES LIMITED	356994
JOHN FRANCIS HUBBARD ESQ	31680
MR BRIAN THOMAS HUESTON	79200
MR LESLIE FREDERICK HUGHES	349668

<b>NAME</b>	<b>NUMBER OF SHARES</b>
MR JOHN WILLIAM HUMM	61875
HUNTSWORTH PLC	1980
IDEALING NOMINEES LIMITED	610632
PETER INGRAM ESQ	297000
PETER ANTHONY JOHN INGRAM ESQ	247500
INVESTOR NOMINEES LIMITED	5594292
INVESTOR NOMINEES LIMITED	8633889
ISI NOMINEES LIMITED	423918
ISS EUROPE LIMITED	396
KEVIN GRIERSON GOLDSTEIN-JACKSON	123750
MRS CHARLOTTE ANNE MARGARET JAMES,	168102
MRS ROSEMARY JANE JASPER	99000
JIM NOMINEES LIMITED	2686167
JIM NOMINEES LIMITED	3941586
SUE JOHNSON ESQ	89100
MR PETER JOHN JONES	148500
MR ALAN FREDERICK JOY	103554
MRS THERESA CLAIRE KALAHER	9900
MR DEAN KAY	57222
EXORS OF SIMON KEESE	19800
COLUM KELLEHER ESQ.,	990
MR RICHARD JOHN KERTLAND	495000
KETCHUM PUBLIC RELATIONS PLC	9900
MR PAUL MICHAEL KILLEEN	10197
MR DAVID JAMES KIMBER	33066
MRS WENDY ANN KING	93159
KUMAR KOTECHA	99000
MS BETTY HATTON LANCASTER	49500
LAWSHARE NOMINEES LIMITED	6972570
LAWSHARE NOMINEES LIMITED	408771

<b>NAME</b>	<b>NUMBER OF SHARES</b>
LAWSHARE NOMINEES LIMITED	310167
MR IAN DOUGLAS LOWE	495000
LYNCHWOOD NOMINEES LIMITED	679826070
LYNCHWOOD NOMINEES LIMITED	2190078
MR PHILIP JOHN ANGUS MACEY	41382
MRS DONNA MACSWEEN	16137
MR ERIC GEORGE MARLOW	732303
MRS CAROLYN MARY MARRIOTT	49500
MRS PAMELA HAZEL MARSHALL	207900
EXORS OF PHILIP MARX	297000
MR CAMERON SINCLAIR WALTON MASTERS	4950000
EXOR OF ROMILLY WALTON MASTERS	4950000
MISS DEBRA MATHEWS	49500
MR PADRAIG MCCARTHY	29700
MR ROSS MCCASKILL	14355
MRS BARBARA MCCHEYNE	63360
WENDY JANE MCCORRISTON	34650
MCCOURT SHOREDITCH COLG LLC	290413827
MR STEPHEN MELHUIH	103950
RICHARD WALLIS MESSENT ESQ	187110
NARENDRABHAI MISTRY ESQ	7524
DR DASHARAJKLAL SANKALIMAND MODI	29700
MS SIOBHAN-KIRSTY MONAGHAN	9900
MR ALAN ROY MONTGOMERY	331650
MRS ANN MORGAN	148500
MORGAN STANLEY CLIENT SECURITIES NOMINEES LIMITED	34650
MORGAN STANLEY CLIENT SECURITIES NOMINEES LIMITED	990
IONA MOSS	49500
ROBERT SCOTT NAYLOR ESQ	103554

<b>NAME</b>	<b>NUMBER OF SHARES</b>
MR JOHN NIGEL DAVIES NICHOLAS	9900
NORTH DEVON ELECTRONICS LTD	9108
OLLINGHAM LIMITED	49500000
ABAYOMI AKIN-OLUGBEMI ESQ	12375
JAMES MARK OSBORNE ESQ	20889
JAMES MARK OSBORNE ESQ	4257
EXORS OF DEREK CHARLES PAIN	129393
MR JOHN PANNELL	173250
MR JOHN PANNELL	111474
MR STEPHEN RICHARD PARK	51777
MR JOHN ALISTAIR PARRY	12870
MR TREVOR PARSONS	149490
MR NILESH PATEL	50985
DR SHAILESH JAYANTILAL PATEL	247500
MR SHAMIR PATEL	198000
MRS VIMLABEN PATEL	990000
EXORS OF MARGARET JANE PEACOCK	63261
PEEL HUNT HOLDINGS LIMITED	25682382
JEREMY FRANK PEPPER ESQ	51975
PLATFORM SECURITIES NOMINEES LIMITED	10357380
PLATFORM SECURITIES NOMINEES LIMITED	1089
JUAN POSADA	445500
MISS CATHERINE PRICE	247500
MARK PRINGLE ESQ	21978
MISS PAT PROSSER	19701
MR BRYAN RICHARD PYCROFT	49500
JOHN PYNE ESQ	29700
MR CHARLES JONATHAN EDWARD RANDALL	103554
MR TIMOTHY JOHN RATCLIFFE	25839
REDMAYNE (NOMINEES) LIMITED	39600

<b>NAME</b>	<b>NUMBER OF SHARES</b>
REDMAYNE (NOMINEES) LIMITED	423522
REDMAYNE (NOMINEES) LIMITED	99000
REDMAYNE (NOMINEES) LIMITED	193050
REDMAYNE (NOMINEES) LIMITED	1009998
REDMAYNE (NOMINEES) LIMITED	38115
REDMAYNE (NOMINEES) LIMITED	247500
REDMAYNE (NOMINEES) LIMITED	1139094
REDMAYNE (NOMINEES) LIMITED	449955
REDMAYNE (NOMINEES) LIMITED	2475000
IAN RESTALL ESQ	99
MR JAMES REUBEN	9850698
MR JONATHAN DENNIS REUBEN	9850698
MARTIN REUBEN	19701396
ROCK (NOMINEES) LIMITED	2041875
ROCK (NOMINEES) LIMITED	6985737
ROCK (NOMINEES) LIMITED	26282718
RULEGALE NOMINEES LIMITED	301950
RULEGALE NOMINEES LIMITED	61875
SIR CHARLES DOMINIC RUSSELL BT	28215
IAN STEWART SALMON ESQ	9900000
MRS KATHLEEN SATTERTHWAITTE	49500
MR ANTHONY SAVAGE	24750
SAVOYLANE LIMITED	667004976
ANGELA SCHEFFER	2277
MR CHANDRAKANT SHAH	49500
MISS DINA SHAH	49500
MR KETAN SHAH	99000
MRS PRAGATI SHAH	79200
MRS RAMILA SHAH	198000
MR SATISH SHAH	49500



<b>NAME</b>	<b>NUMBER OF SHARES</b>
SHARE NOMINEES LTD	26361027
EXORS OF IRENE MARY SHELHER	62073
PETER CHARLES SHOESMITH ESQ	14058
MRS ASHA SIHRA	24255
DAVID JAMES SILVERMAN	3960000
DAVID JAMES SILVERMAN	3960000
MRS JANET EDITH SIMPSON	14850
MR ROBERT SIMPSON	495000
MR AVTAR SINGH GILL ESQ	198000
MR ROBERT SINNET	10296
MR CLIVE JAMES CURRIE-SMITH	60885
MRS JULIE RUTH SMITH	99000
MS MELANIE CREASER SMITH	103554
DONALD SOMERS ESQ	25839
SONS OF GWALIA N L	495000
MR CHRISTOPHER DAVID SPELMAN	5940
FRRANK VERNON SPICER ESQ	309375
ST ANNS SQUARE NOMINEES LIMITED	1730025
MRS ELIZABETH STAMFORD	11088
MRS CLARE STAPLETON	2277
MR ROBERT STARMER	49500
YIDELE STERN	59400
GORDON CUNNINGHAM STEVENSON ESQ	1980
JAMES LESLIE STOKES	64350
MRS WENDY ANNE STOKES	99000
SVS SECURITIES (NOMINEES) LTD	627264
MR PAUL TALBOT	18117
WILLIAM PAUL TAYLOR ESQ	51777
TD DIRECT INVESTING NOMINEES (EUROPE) LIMITED	11358468

<b>NAME</b>	<b>NUMBER OF SHARES</b>
TD DIRECT INVESTING NOMINEES (EUROPE LIMITED)	57819762
MR GLYN THOMAS	47322
HENRY DAVID THOMAS ESQ	211959
BARRY THOMPSON ESQ	39600
MRS FIONA THOMPSON	618750
EXORS NOM OF DAVID DAVIDSON THOMSON	124443
THOMSON FINANCIAL SERVICES LIMITED	99
MR DAVID TOLEDANO	14776047
ANDREW TOMASZEWSKI ESQ	136620
MR DAVID JOSEPH TONER	2178
MR PHILIP LESLIE TREADGOLD	123750
UBS PRIVATE BANKING NOMINEES LTD	17606556
VIDACOS NOMINEES LIMITED	342540
VIDACOS NOMINEES LIMITED	14756247
VIDACOS NOMINEES LIMITED	202950
VIVOS SECURITIES LIMITED	14776047
MR ROBERT WALLS	57321
MR DAVID WALTERS	19800
MRS DIANNE PAULINE WARD	837045
MR RODNEY WARD	24750
W B NOMINEES LIMITED	204509943
W B NOMINEES LIMITED	3154239
WEALTH NOMINEES LIMITED	5242050
WEALTH NOMINEES LIMITED	1110186
TREVOR WEBSTER ESQ	556875
WEST COMMON INVESTMENTS LIMITED	618750
MRS TERESA JENNIFER WETTON	750024
W H IRELAND NOMINEES LIMITED	309375
MR KEVIN WHARMBY	198000
GRAHAM WHITE	668547

<b>NAME</b>	<b>NUMBER OF SHARES</b>
MR NIGEL WILLIAM WHITE	19800
FREDERICK ARTHUR WILKINSON ESQ	29700
MRS VALERIE WILLAN	4950
MR JOHN FREDERICK WILLIAMS	1414215
STEPHEN WILLIAMS	3069
MR ROBERT MALCOLM WINGFIELD	198000
MR STUART JAMES WINGFIELD	165627
WINTERFLOOD SECURITIES LIMITED	37847106
KIN CHUNG WONG ESQ	2475
JAMES ALASTAIR WRIGHT ESQ	6138
MRS YVONNE WRINCH	495000
MR GEOFFREY ROBERT YARWOOD	282645
MR MICHAEL ZYSBLAT	93159

**EXECUTION**

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED by Paul George Milner for and on .....  
behalf of each of the Sellers

SIGNED by \_\_\_\_\_ for and  
on behalf of **CITY OF LONDON GROUP PLC** )  
 ) .....  
Director

