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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION.

28 February 2017

Randall & Quilter Investment Holdings Ltd.

(“R&Q”, the “Group” or the “Company”)

Placing to raise £16.9 million

Randall & Quilter Investment Holdings Ltd., the non-life insurance and investment specialist, is pleased to announce that it has conditionally raised gross proceeds of up to approximately £16.9 million through a placing of new ordinary shares (the “Placing”) with certain institutional shareholders and Directors.

The Placing is conditional upon the passing of certain resolutions. A circular (the “Circular”) is expected to be posted on 2 March 2017 notifying shareholders of a general meeting which is being convened for the purpose of considering the relevant resolutions, at 71 Fenchurch Street, Ground Floor, London EC3M 4BS on 27 March 2017 at 3.00 p.m.

A total of 14,423,591 new ordinary shares in the Company (the “Placing Shares”) have been placed by Numis Securities Limited (“Numis”) at a price of 117 pence per Placing Share (the “Placing Price”), raising total gross proceeds of approximately £16.9 million. The Placing Shares represent approximately 20 per cent of the issued ordinary share capital of R&Q prior to the Placing.

In addition, the Company has granted the Broker Option to Numis in order to enable Numis to deal with additional demand under the Placing and so as to raise up to £1 million (before expenses) in the event that requests to participate in the Placing from institutional and certain other investors are received after the date of this announcement.

The Placing Price represents a discount of approximately 2.9 per cent to the closing price of 120.5 pence on 27 February 2017 (being the latest practicable date prior to this announcement).

Commenting on the Placing, Ken Randall, Group Chairman and Chief Executive Officer said:

“We are pleased to have received excellent investor support for this placing to pursue the many exciting growth opportunities available to the Group. Our refocused strategy on driving commission income from writing niche books of business using our licensed carriers in the US and Europe and largely reinsuring it to highly rated and collateralized reinsurance markets is gaining excellent momentum with a number of already executed transactions. At the same time, our legacy acquisition business goes from strength to strength, with new product and reach in the US, Bermuda and Europe as well as our traditional UK core. 2016 was an excellent year for acquisition activity and I am pleased to confirm that the pipeline for 2017 is even stronger. Our average deal size, whilst focused on small to medium sized entities, is also increasing. We expect to deploy this capital efficiently, driving value for shareholders. The uncertainties created by the future of the Brexit negotiations have, if anything, increased the opportunities for a group such as ours and we believe will continue to do so.”

Current trading and distributions

The Board is also pleased to announce that the 2016 full year results are anticipated to be at least in line with expectations driven by strong legacy activity, especially in the US with an anticipated book value per share (excluding goodwill) range of 106 pence to 110 pence with net tangible assets anticipated to be in the range of £61 million to £65 million. Accordingly, the Board expect to increase the final distribution in respect of 2016 by 0.2 pence to 5.2 pence.

The process of simplifying the Group continues with interest shown by several potential purchasers of certain non-core business units. If these lead to an eventual transaction or series of transactions then the proceeds are likely to be at a significantly higher value than the current carrying value of such units which would result in a material one-off gain for the Group. The Board would stress that any such disposals are subject to significant further negotiation with no certainty they will occur at such values or at all.

Background to and reasons for the Placing

As previously announced, the Group continues to focus on simplifying its business model. The Group aims to grow its core legacy acquisition activity and fronting fee generation in Accredited and R&Q Insurance (Malta). The Directors consider that the outlook looks particularly exciting for the Group as it seeks to capitalise on opportunities driven by, but not limited to, regulatory changes impacting large underwriters globally, macroeconomic effects and separation of distribution from underwriting capital.

The current pipeline of opportunities is strong:

(i) Accredited: multiple loss portfolio transfer (“LPT”) opportunities with varied liabilities from established carriers and several fronting arrangements with gross written premiums (“GWP”) ranging from \$3 million to \$30 million.

(ii) R&Q Insurance (Malta): various captive transfer and LPT mandates and fronting arrangements with GWP ranging from \$10 million to \$20 million.

(iii) Legacy acquisitions/novations: 2016 saw the Group complete 8 acquisitions of run-off businesses and the Group has numerous opportunities for 2017 that are spread across the US, Bermuda and UK markets.

Use of the Proceeds from the Placing

The Company intends to raise gross proceeds of approximately £16.9 million pursuant to the Placing (assuming no Broker Option Shares are issued).

It is expected that the net amount of cash available to the Company following the Placing will be approximately £16.3 million (assuming no Broker Option Shares are issued), which it is intended to use as follows:

- (i) \$3.5 million capital contribution to Accredited, the Group's A- rated US carrier;
- (ii) £3 million capital contribution to R&Q Insurance (Malta); and
- (iii) £10.3 million for other pipeline legacy acquisitions/novations (captives & UK/EEA insurers).

The \$3.5 million capital contribution to Accredited will increase its statutory surplus to approximately \$26 million, which will push Accredited into the size '6' category (\$25 million to \$50 million), an important threshold to meet most major US brokers' approved security lists.

The £3 million capital contribution to R&Q Insurance (Malta) will increase its statutory surplus to approximately £42.5 million and allow a further €5 million Tier 2 capital issue (given Tier 1 to Tier 2 permitted ratios). Additional capital will help maintain Solvency Capital Requirements ("SCR") coverage ratio above 200 per cent, a financial strength benchmark to attract further fronting and legacy opportunities.

The remaining £10.3 million (together with any additional net proceeds from the issue of any Broker Option Shares) is intended to be used for other pipeline legacy acquisitions / novations (captives and UK / EEA insurers).

Approximately £0.6 million of the gross proceeds will be used to pay fees and expenses (including VAT) incurred in connection with the Placing (including broking commissions and other fees).

Details of the Placing

Numis is acting as sole bookrunner in connection with the Placing, which is subject to the terms and conditions set out in the appendix (which forms part of this announcement).

The Placing Shares will be credited as fully paid and will rank *pari passu* with the existing ordinary shares of the Company.

Application will be made to the London Stock Exchange for the New Shares to be admitted to trading on AIM and it is anticipated that trading in the New Shares will commence on AIM at 8.00 a.m. on 28 March 2017. Settlement of the New Shares in the form of Depositary Interests is expected to take place within the CREST system following Admission.

The Placing is conditional upon, among other things, Admission becoming effective, the placing agreement between Numis and the Company, which was entered into today, not being terminated and the Resolutions to be proposed at the General Meeting being passed without amendment.

Directors' participation in the Placing

The following Directors have confirmed that they support the Placing and they have agreed to participate in the Placing and subscribe for the following number of Placing Shares:

Director	Number of Placing Shares	Value of Placing Shares at the Placing Price (£)	Total holding of Ordinary Shares following Placing	Percentage of the Company's enlarged issued share capital (assuming no Broker Option Shares are issued)
Ken Randall	107,031	125,226.27	16,142,477	18.65%
Alan Quilter	420,000	491,400.00	4,666,456	5.39%
Tom Booth	42,735	49,999.95	1,186,194	1.37%

Recommendation

For the reasons given above, the Directors believe that completion of the Placing and the approval of the Resolutions are in the best interests of the Company and Shareholders as a whole. Accordingly, the Directors unanimously recommend that Shareholders vote in favour of the Resolutions at the General Meeting, as they intend to do in respect of their own beneficial holdings of Ordinary Shares amounting to, in aggregate, 21,450,361 Ordinary Shares, representing approximately 29.7 per cent of the Ordinary Shares in issue as at the date of this announcement.

This announcement (including the appendix) should be read in its entirety.

For further information please contact:

Randall & Quilter Investment Holdings Ltd.

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Expected date for publishing and posting of the Circular	2 March 2017
Latest time and date for receipt of the Form of Instruction for, or placing of a CREST instruction in relation to, the General Meeting	3.00 p.m. on 22 March 2017
Latest time and date for receipt of the Form of Proxy for the General Meeting	3.00 p.m. on 23 March 2017
General Meeting	3.00 p.m. on 27 March 2017
Expected date for Admission and commencement of dealings in the New Shares on AIM	28 March 2017
Expected date for CREST accounts to be credited in respect of the New Shares to be held in uncertificated form in the form of Depositary Interests	28 March 2017
Expected date for the despatch of definitive certificates in respect of the New Shares to be held in certificated form	By 11 April 2017

Notes:

1. All references to time in this document are to London (UK) time unless otherwise stated.
2. The dates and times given in this document are based on the Company's current expectations and may be subject to change. If any of the above times or dates should change, the revised times and/or dates will be notified to Shareholders by an announcement on a Regulatory Information Service.

IMPORTANT NOTICE

No action has been taken by the Company, Numis, or any of their respective affiliates, that would, or which is intended to, permit a public offer of the Placing Shares in any jurisdiction or the possession or distribution of this announcement or any other offering or publicity material relating to the Placing Shares in any jurisdiction where action for that purpose is required. Any failure to comply with these restrictions may constitute a violation of the securities laws of such jurisdictions. Persons into whose possession this announcement comes shall inform themselves about, and observe, such restrictions.

No prospectus will be made available in connection with the matters contained in this announcement and no such prospectus is required (in accordance with the Prospectus Directive) to be published.

THIS ANNOUNCEMENT, INCLUDING THE APPENDIX AND THE INFORMATION CONTAINED HEREIN, IS FOR INFORMATION PURPOSES ONLY, IS NOT INTENDED TO AND DOES NOT CONSTITUTE OR FORM PART OF ANY OFFER OR INVITATION TO PURCHASE OR SUBSCRIBE FOR, UNDERWRITE, SELL OR ISSUE OR THE SOLICITATION OF AN OFFER TO PURCHASE OR SUBSCRIBE, SELL, ACQUIRE, DISPOSE OF THE PLACING SHARES OR ANY OTHER SECURITY IN THE UNITED STATES, AUSTRALIA, NEW ZEALAND, CANADA, JAPAN OR THE REPUBLIC OF SOUTH AFRICA OR IN ANY JURISDICTION IN WHICH, OR TO ANY PERSONS TO WHOM, SUCH OFFERING, SOLICITATION OR SALE WOULD BE UNLAWFUL.

Numis Securities Limited is authorised and regulated in the United Kingdom by the FCA and is acting exclusively for the Company in connection with the Placing and no one else and will not be responsible to anyone other than the Company for providing the protections afforded to its clients nor for providing advice to any other person in relation to the Placing and/or any other matter referred to in this announcement.

No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by Numis or the Company or any of their respective affiliates or any of their respective directors, officers, employees, advisers or representatives (collectively, "Representatives") as to or in relation to the accuracy or completeness of this announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefor is expressly disclaimed.

This announcement does not identify or suggest, or purport to identify or suggest, the risks (direct or indirect) that may be associated with an investment in the Placing Shares. Any investment decision to buy Placing Shares in the Placing must be made solely on the basis of publicly available information, which has not been independently verified by Numis.

This announcement contains certain forward-looking statements, beliefs or opinions, with respect to certain of the Company's current expectations and projections about future prospects, developments,

strategies, performance, anticipated events or trends and other matters that are not historical facts. These forward-looking statements, which sometimes use words such as “aim”, “anticipate”, “believe”, “intend”, “plan” “estimate”, “expect” and words of similar meaning, include all matters that are not historical facts and reflect the directors’ beliefs and expectations and involve a number of risks, uncertainties and assumptions that could cause actual results and performance to differ materially from any expected future results or performance expressed or implied by the forward-looking statement. Statements contained in this announcement regarding past trends or activities should not be taken as a representation that such trends or activities will continue in the future. The information contained in this announcement is subject to change without notice and, except as required by applicable law, neither the Company nor Numis nor any of their respective affiliates nor any of their respective Representatives assumes any responsibility or obligation to update, amend or revise publicly or review any of the forward-looking statements contained in this announcement. You should not place undue reliance on forward-looking statements, which speak only as of the date of this announcement. Any indication in this announcement of the price at which Placing Shares have been bought or sold in the past cannot be relied upon as a guide to future performance. No statement in this announcement is or is intended to be a profit forecast or profit estimate or to imply that the earnings of the Company for the current or future financial years will necessarily match or exceed the historical or published earnings of the Company. Past performance of the Company cannot be relied on as a guide to future performance and persons reading this announcement are cautioned not to place undue reliance on such forward-looking statements.

The price of Ordinary Shares and any income from them may go down as well as up and investors may not get back the full amount invested on disposal of the Ordinary Shares.

The Placing Shares to be issued pursuant to the Placing will not be admitted to trading on any stock exchange other than the AIM Market operated by the London Stock Exchange.

Neither the content of the Company’s website nor any website accessible by hyperlinks on the Company’s website is incorporated in, or forms part of, this announcement.

APPENDIX: TERMS AND CONDITIONS OF THE PLACING

IMPORTANT INFORMATION FOR PLACEES ONLY REGARDING THE PLACING

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX (TOGETHER, THE “ANNOUNCEMENT”) AND THE INFORMATION IN IT, IS RESTRICTED, AND IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO THE UNITED STATES, CANADA, AUSTRALIA, NEW ZEALAND, JAPAN OR THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER JURISDICTION IN WHICH SUCH PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.

IMPORTANT INFORMATION ON THE PLACING FOR INVITED PLACEES ONLY.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA WHO ARE QUALIFIED INVESTORS AS DEFINED IN SECTION 86(7) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000, AS AMENDED, ("QUALIFIED INVESTORS") BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(1)(E) OF THE EU PROSPECTUS DIRECTIVE (WHICH MEANS DIRECTIVE 2003/71/EC AND INCLUDES ANY RELEVANT IMPLEMENTING DIRECTIVE MEASURE IN ANY MEMBER STATE) (THE "PROSPECTUS DIRECTIVE"); (B) IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE PERSONS WHO (I) FALL WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "ORDER"); (II) FALL WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC") OF THE ORDER; OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS"). THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX, IS FOR INFORMATION PURPOSES ONLY AND DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. THIS ANNOUNCEMENT HAS BEEN ISSUED BY AND IS THE SOLE RESPONSIBILITY OF THE COMPANY.

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX, IS NOT AN OFFER FOR SALE OR SUBSCRIPTION IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF ANY SUCH JURISDICTION. THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX, IS NOT AN OFFER OF OR SOLICITATION TO PURCHASE OR SUBSCRIBE FOR SECURITIES IN THE UNITED STATES. THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES HAS APPROVED OR DISAPPROVED OF AN INVESTMENT IN THE SECURITIES OR PASSED UPON OR ENDORSED THE MERITS OF THE PLACING OR THE ACCURACY OR ADEQUACY OF THE CONTENTS OF THIS ANNOUNCEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES. NO PUBLIC OFFERING OF SECURITIES IS BEING MADE IN THE UNITED STATES. NO MONEY, SECURITIES OR OTHER CONSIDERATION FROM ANY PERSON INSIDE THE UNITED STATES IS BEING SOLICITED AND, IF SENT IN RESPONSE TO THE INFORMATION CONTAINED IN THIS ANNOUNCEMENT, WILL NOT BE ACCEPTED.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN INVESTMENT IN NEW SHARES. THE PRICE OF SHARES IN THE COMPANY AND THE INCOME FROM THEM (IF ANY) MAY GO DOWN AS WELL AS UP AND INVESTORS MAY NOT GET BACK THE FULL AMOUNT INVESTED ON DISPOSAL OF SHARES.

Persons who are invited to and who choose to participate in the Placing, by making (or on whose behalf there is made) an oral or written offer to subscribe for New Shares (the "Placees"), will be deemed to have read and understood this Announcement, including this Appendix, in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements, and undertakings contained in this Appendix. In particular, each such Placee represents, warrants and acknowledges that:

1. it is a Relevant Person (as defined above) and undertakes that it will acquire, hold, manage or dispose of any New Shares that are allocated to it for the purposes of its business;

2. in the case of any New Shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (i) the New Shares acquired by it have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Member State of the European Economic Area ("EEA") which has implemented the Prospectus Directive other than Qualified Investors or in circumstances in which the prior consent of Numis has been given to the offer or resale; or (ii) where New Shares have been acquired by it on behalf of persons in any Member State of the EEA other than Qualified Investors, the offer of those New Shares to it is not treated under the Prospectus Directive as having been made to such persons; and/or
3. (a) (i) it is not in the United States and (ii) it is not acting for the account or benefit of a person in the United States, (b) it is a dealer or other professional fiduciary in the United States acting on a discretionary basis for a non-US person (other than an estate or trust) in reliance on Regulation S under the Securities Act; or (c) it is otherwise acquiring the New Shares in an "offshore transaction" meeting the requirements of Regulation S under the Securities Act.

The Company and Numis will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

This Announcement does not constitute an offer, and may not be used in connection with an offer, to sell or issue or the solicitation of an offer to buy or subscribe for New Shares in any jurisdiction in which such offer or solicitation is or may be unlawful. This Announcement and the information contained herein is not for publication or distribution, directly or indirectly, to persons in the United States, Canada, Australia, New Zealand, Japan or the Republic of South Africa or in any jurisdiction in which such publication or distribution is unlawful. Persons into whose possession this Announcement may come are required by the Company to inform themselves about and to observe any restrictions of transfer of this Announcement. No public offer of securities of the Company is being made in the United Kingdom, the United States or elsewhere.

In particular, the New Shares referred to in this Announcement have not been and will not be registered under the Securities Act or any laws of, or with any securities regulatory authority of, any state or other jurisdiction of the United States, and may not be offered, sold, pledged or otherwise transferred within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and the securities laws of any state or other jurisdiction of the United States. The New Shares are being offered and sold outside the United States in accordance with Regulation S under the Securities Act.

The New Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement. Any representation to the contrary is a criminal offence in the United States.

The relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada; no prospectus has been lodged with or registered by the Australian Securities and Investments Commission or the Japanese Ministry of Finance; and the New Shares have not been, nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of Canada, Australia, New Zealand, Japan or the Republic of South Africa. Accordingly, the New Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into Canada, Australia, New Zealand, Japan or the Republic of South Africa or any other jurisdiction outside the United Kingdom.

Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of this Appendix or the Announcement of which it forms part should seek appropriate advice before taking any action.

In this Appendix, unless the context otherwise requires, "Placee" means a Relevant Person (including individuals, funds or others) by whom or on whose behalf a commitment to subscribe for New Shares has been given.

Details of the Placing

Numis has entered into the Placing Agreement with the Company under which Numis has, on the terms and subject to the conditions set out therein, undertaken to use its reasonable endeavours to procure, as the Company's agent for the purpose of the Placing, subscribers for the Placing Shares at the Placing Price.

In addition, the Company has also granted the Broker Option to Numis in order to enable Numis to deal with additional demand under the Placing in the event that requests to participate in the Placing from institutional investors and certain other investors are received during the period from the date of this Announcement to 4.30 p.m. on 3 March 2017.

The Broker Option is exercisable on more than one occasion at any time prior to 4.30 p.m. on 3 March 2017. Any Broker Option Shares issued pursuant to the exercise of the Broker Option will be issued on the same terms and conditions as the Placing Shares. The Broker Option may be exercised by Numis, following consultation with the Company, but there is no obligation on Numis to exercise the Broker Option or to seek to procure subscribers for Ordinary Shares pursuant to the Broker Option. The maximum number of new Ordinary Shares that may be issued pursuant to the exercise of the Broker Option is 854,700. The maximum number of Ordinary Shares (including Ordinary Shares issued pursuant to exercise of the Broker Option) that may be issued pursuant to the Placing is 15,278,291.

The Placing Agreement contains customary undertakings and warranties given by the Company to Numis including as to the accuracy of information contained in this Announcement, to matters relating to the Company and its business and a customary indemnity given by the Company to Numis in respect of liabilities arising out of or in connection with the Placing.

The Placing is conditional upon, amongst other things, the Resolutions being passed by the requisite majorities at the General Meeting. A circular explaining the background to and reasons for the Placing, and containing the Notice of General Meeting will be sent to shareholders. A copy of the Circular and the Notice of General Meeting will also be available from the Company's website at: <http://www.rqih.com/>.

The Placing is also conditional upon, amongst other things Admission becoming effective and the Placing Agreement not being terminated in accordance with its terms.

The New Shares will, when issued, be credited as fully paid and will rank pari passu in all respects with the existing issued Ordinary Shares, including the right to receive all dividends and other distributions (if any) declared, made or paid on or in respect of the Ordinary Shares after the relevant date of issue of the New Shares.

Application for admission to trading

Application will be made to the London Stock Exchange for Admission. Subject to, amongst other things, the Resolutions being passed by the requisite majorities at the General Meeting, it is expected that settlement of the New Shares and Admission will become effective on or around 28 March 2017 and that dealings in the New Shares will commence at that time.

Participation in, and principal terms of, the Placing

1. Numis (whether through itself or any of its affiliates) is arranging the Placing as placing agent of the Company for the purpose of (a) using its reasonable endeavours to procure Placees at the Placing Price for the Placing Shares and (b) placing the Broker Option Shares (if any) with Placees at the Placing Price.
2. Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by Numis. Numis and its affiliates may participate in the Placing as principal.
3. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any New Shares.
4. The Placing Price will be a fixed price of 117 pence per new Ordinary Share.
5. An offer to acquire New Shares, which has been communicated by a prospective Placee to Numis which has not been withdrawn or revoked prior to publication of this Announcement, shall not be capable of withdrawal or revocation immediately following the publication of this Announcement without the consent of Numis.
6. Each Placee's allocation will be confirmed to Placees orally by Numis, and evidenced by a trade confirmation or contract note which will be dispatched as soon as practicable thereafter. The terms of this Appendix will be deemed incorporated by reference therein. The oral confirmation to such Placee will constitute an irrevocable legally binding commitment upon such person (who will at that point become a Placee) in favour of Numis and the Company, under which it agrees to acquire the number of Placing Shares allocated to it at the Placing Price on the terms and conditions set out in this Appendix and in accordance with the Company's articles of association. Except as required by law or regulation, no press release or other announcement will be made by Numis or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
7. Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to Numis, to pay in cleared funds immediately on the settlement date, in accordance with the registration and settlement requirements set out below, an amount equal to the product of the Placing Price and the number of New Shares such Placee has agreed to take up and the Company has agreed to allot.
8. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all New Shares to be acquired pursuant to the Placing will be required to be made at the times and on the basis explained below under "Registration and Settlement".
9. All obligations under the Placing will be subject to fulfilment or (where applicable) waiver of, amongst other things, the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Right to terminate under the Placing Agreement".
10. By participating in the Placing, each Placee will agree that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.

11. To the fullest extent permissible by law, none of the Company, Numis or any of their respective affiliates shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise) under these terms and conditions. In particular, none of the Company, Numis or any of their respective affiliates shall have any liability (including to the fullest extent permissible by law, any fiduciary duties) in respect of Numis' conduct of the Placing. Each Placee acknowledges and agrees that the Company is responsible for the allotment of the New Shares to the Placees and Numis shall have no liability to the Placees for the failure of the Company to fulfil those obligations.

Conditions of the Placing

Numis' obligations under the Placing Agreement are conditional on, inter alia:

- (a) the Company allotting, subject only to Admission, the New Shares in accordance with the Placing Agreement;
- (b) Admission taking place not later than 8.00 a.m. on 28 March 2017; and
- (c) the passing of the Placing Resolutions at the General Meeting.

If (i) any of the conditions contained in the Placing Agreement is not fulfilled or waived by Numis by the time or date where specified (or such later time or date as the Company and Numis may agree, not being later than 8.30 a.m. on 28 April 2017 (the "**Final Date**")), or (ii) the Placing Agreement is terminated as described below, the Placing will lapse and the Placees' rights and obligations hereunder in relation to the New Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof.

Numis may, in its absolute discretion, waive, or extend the period (up to the Final Date) for, compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement, save that the condition relating to Admission taking place may not be waived and the period for compliance with such conditions may not be extended. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

Neither Numis nor the Company shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision they may make as to the satisfaction of any condition or in respect of the Placing generally and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of Numis.

Right to terminate under the Placing Agreement

Numis is entitled in its absolute discretion, at any time before Admission and after such consultation with the Company as the circumstances allow, to terminate the Placing Agreement by giving notice to the Company in certain circumstances, including, inter alia:

- (a) in the opinion of Numis (acting in good faith), the warranties given by the Company to Numis are not true and accurate or have become misleading (or would not be true and accurate or would be misleading if they were repeated at any time before Admission) by reference to the facts subsisting at the time when the notice referred to above is given, in each case in a way that is material in the context of the Placing; or
- (b) in the opinion of Numis (acting in good faith), the Company fails to comply with any of its obligations under the Placing Agreement and that failure is material in the context of the Placing; or
- (c) in the opinion of Numis (acting in good faith), there has been a development or event (or any development or event involving a prospective change which will or is reasonably likely to have

a material adverse effect on or affecting the operations, the condition (financial or otherwise), prospects, management, results of operations, financial position, business or general affairs of the Company or the Group respectively whether or not foreseeable and whether or not arising in the ordinary course of business, which in each case is material in the context of the Placing; or

- (d) there has been a change in national or international financial, political, economic or stock market conditions (primary or secondary); an incident of terrorism, outbreak or escalation of hostilities, war, declaration of martial law or any other calamity or crisis; a suspension or material limitation in trading of securities generally on any stock exchange; any change in currency exchange rates or exchange controls or a disruption of settlement systems or a material disruption in commercial banking, in each case as would be likely in the opinion of Numis (acting in good faith) to prejudice the success of the Placing.

The rights and obligations of the Placees shall terminate only in the circumstances described in these terms and conditions and in the Placing Agreement and will not be subject to termination by the Placee or any prospective Placee at any time or in any circumstances. By participating in the Placing, Placees agree that the exercise by Numis of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of Numis, and that it need not make any reference to Placees and that it shall have no liability to Placees whatsoever in connection with any such exercise or decision not to exercise. Placees will have no rights against Numis, the Company or any of their respective directors or employees under the Placing Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended).

No admission document or prospectus

The New Shares are being offered to a limited number of specifically invited persons only and will not be offered in such a way as to require an admission document or prospectus in the United Kingdom or in any other jurisdiction. No offering document, admission document or prospectus has been or will be submitted to be approved by the FCA or submitted to the London Stock Exchange in relation to the Placing, and Placees' commitments will be made solely on the basis of the information contained in the Announcement (including this Appendix) and the Exchange Information (as defined further below). Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information (other than the Exchange Information), representation, warranty, or statement made by or on behalf of the Company, Numis, or any other person and neither Numis, the Company nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received and, if given or made, such information, representation, warranty or statement must not be relied upon as having been authorised by Numis, the Company, or their respective officers, directors, employees or agents. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Neither the Company nor Numis are making any undertaking or warranty to any Placee regarding the legality of an investment in the New Shares by such Placee under any legal, investment or similar laws or regulations. Each Placee should not consider any information in this Announcement to be legal, tax or business advice. Each Placee should consult its own solicitor, tax adviser and financial adviser for independent legal, tax and financial advice regarding an investment in the New Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Registration and settlement

Settlement of transactions in the New Shares (ISIN: BMG7 371X 1065) following Admission will take place within CREST provided that, subject to certain exceptions, Numis reserves the right to require settlement for, and delivery of, Depositary Interests representing the New Shares (or a portion thereof) to Placees by such other means that it deems necessary if delivery or settlement is not possible or practicable within CREST within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in any Placee's jurisdiction.

Each Placee allocated New Shares in the Placing will be sent a trade confirmation or contract note stating the number of New Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee to Numis (as agent for the Company) and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the CREST or certificated settlement instructions that it has in place with Numis.

It is expected that settlement in respect of the New Shares will be on 28 March 2017 on a T+28 basis in accordance with the instructions set out in the trade confirmation.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above LIBOR as determined by Numis.

Each Placee is deemed to agree that, if it does not comply with these obligations, Numis may sell any or all of the New Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for Numis' account and benefit (as agent for the Company), an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable and shall indemnify Numis (as agent for the Company) on demand for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax or securities transfer tax (together with any interest or penalties) which may arise upon the sale of such New Shares on such Placee's behalf. By communicating a bid for New Shares to Numis, each Placee confers on Numis all such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which Numis lawfully takes in pursuance of such sale.

If New Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the trade confirmation or contract note is copied and delivered immediately to the relevant person within that organisation.

Insofar as New Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such New Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax or securities transfer tax. Placees will not be entitled to receive any fee or commission in connection with the Placing.

Representations, warranties and further terms

By participating in the Placing each Placee (and any person acting on such Placee's behalf) makes the following representations, warranties, acknowledgements, agreements and undertakings (as the case may be) to the Company and Numis, namely that, each Placee (and any person acting on such Placee's behalf):

1. represents and warrants that it has read and understood the Announcement, including this Appendix, in its entirety and that its subscription of New Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement;
2. acknowledges that no offering document, admission document or prospectus has been prepared in connection with the Placing and represents and warrants that it has not received and will not receive a prospectus, admission document or other offering document in connection therewith;
3. acknowledges that the Ordinary Shares are admitted to trading on AIM and the Company is therefore required to publish certain business and financial information in accordance with the AIM Rules (collectively "**Exchange Information**"), which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account and that the Placee is able to obtain or access such information or comparable information concerning any other publicly traded company without undue difficulty;

4. acknowledges that none of Numis, the Company, any of their respective affiliates or any person acting on behalf of any of them has provided it, and will not provide it, with any material regarding the New Shares or the Company other than this Announcement; nor has it requested any of Numis, the Company, their respective affiliates or any person acting on behalf of any of them to provide it with any such information and has read and understood the Exchange Information;
5. acknowledges that the content of this Announcement is exclusively the responsibility of the Company, and that none of Numis, their respective affiliates or any person acting on its or their behalf has or shall have any liability for any information, representation or statement contained in this Announcement or any information previously or concurrently published by or on behalf of the Company, and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to acquire the New Shares is contained in this Announcement and any Exchange Information, such information being all that it deems necessary to make an investment decision in respect of the New Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by Numis, the Company or any of their respective directors, officers or employees or any person acting on behalf of any of them, or, if received, it has not relied upon any such information, representations, warranties or statements (including any management presentation that may have been received by any prospective Placee or any material prepared by the Research Department of Numis (the views of such Research Department not representing and being independent from those of the Company and the Corporate Finance Department of Numis and not being attributable to the same)), and neither Numis, nor the Company will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Placee further acknowledges and agrees that it may not place the same degree of reliance on this Announcement as it may otherwise place on a prospectus or admission document. Each Placee further acknowledges and agrees that it has relied solely on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing and it will not rely on any investigation that Numis, its affiliates or any other person acting on its or their behalf has or may have conducted;
6. represents and warrants that it has neither received nor relied on any confidential price sensitive information concerning the Company in accepting this invitation to participate in the Placing;
7. acknowledges that Numis does not have any duties or responsibilities to it, or its clients, similar or comparable to the duties of "best execution" and "suitability" imposed by the Conduct of Business Sourcebook in the FCA's Handbook of Rules and Guidance and that Numis is not acting for it or its clients and that Numis will not be responsible for providing protections to it or its clients;
8. acknowledges that none of Numis, any of its affiliates or any person acting on behalf of it or them has or shall have any liability for the Exchange Information, any publicly available or filed information or any representation relating to the Company, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;

9. neither Numis, its ultimate holding company nor any direct or indirect subsidiary undertakings of such holding company, nor any of their respective directors and employees shall be liable to Placees for any matter arising out of Numis' role as placing agent or otherwise in connection with the Placing and that where any such liability nevertheless arises as a matter of law each Placee will immediately waive any claim against any of such persons which you may have in respect thereof;
10. represents and warrants that (i) it is not in the United States and (ii) it is not acting for the account or benefit of a person in the United States;
11. acknowledges that the New Shares are being offered and sold only pursuant to Regulation S under the Securities Act in a transaction not involving a public offering of securities in the United States and the New Shares have not been and will not be registered under the Securities Act or with any state or other jurisdiction of the United States, nor approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other United States regulatory authority, and that the offer and sale of the New Shares to it has been made outside of the United States in an 'offshore transaction' (as such term is defined in Regulation S under the Securities Act) and agrees not to reoffer, resell, pledge or otherwise transfer the New Shares except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and otherwise in accordance with any applicable securities laws of any state or jurisdiction of the United States;
12. unless otherwise specifically agreed in writing with Numis, represents and warrants that neither it nor the beneficial owner of such New Shares will be a resident of Canada, Australia, New Zealand, Japan or the Republic of South Africa;
13. acknowledges that the New Shares have not been and will not be registered under the securities legislation of Canada, Australia, New Zealand, Japan or the Republic of South Africa and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within those jurisdictions;
14. represents and warrants that the issue to it, or the person specified by it for registration as holder, of New Shares will not give rise to a liability under any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services) and that the New Shares are not being acquired in connection with arrangements to issue depository receipts or to transfer New Shares into a clearance system;
15. represents and warrants that: (i) it has complied with its obligations under the Criminal Justice Act 1993 and Part VIII of FSMA; (ii) in connection with money laundering and terrorist financing, it has complied with its obligations under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended), the Terrorism Act 2006 and the Money Laundering Regulations 2007; and (iii) it is not a person: (a) with whom transactions are prohibited under the Foreign Corrupt Practices Act of 1977 or any economic sanction programmes administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury; (b) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or (c) subject to financial sanctions imposed pursuant to a regulation of the European Union or a regulation adopted by the United Nations (together, the "**Regulations**"); and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and has obtained all governmental and other consents (if any) which may be required for the purpose of, or as a consequence of, such purchase, and it will provide promptly to Numis such evidence, if any, as to the identity or location or legal status of any person which Numis may request from it in connection with the Placing (for the purpose of complying with such Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise) in the form and manner requested by Numis on the basis that any failure by it to do so may result in the number of New Shares that are to be purchased by it or at its direction

pursuant to the Placing being reduced to such number, or to nil, as Numis may decide in its sole discretion;

16. if a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, represents and warrants that the New Shares purchased by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a Member State of the European Economic Area which has implemented the Prospectus Directive other than Qualified Investors, or in circumstances in which the prior consent of Numis has been given to the offer or resale;
17. represents and warrants that it has not offered or sold and will not offer or sell any New Shares to persons in the European Economic Area prior to Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the European Economic Area within the meaning of the Prospectus Directive (including any relevant implementing measure in any member state);
18. represents and warrants that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to the New Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person;
19. represents and warrants that it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the New Shares in, from or otherwise involving, the United Kingdom;
20. if in a Member State of the European Economic Area, unless otherwise specifically agreed with Numis in writing, represents and warrants that it is a Qualified Investor within the meaning of the Prospectus Directive;
21. if in the United Kingdom, represents and warrants that it is a person (i) who has professional experience in matters relating to investments falling within Article 19(1) of the Order; (ii) falling within Article 49(2)(A) to (D) ("High Net Worth Companies, Unincorporated Associations, etc") of the Order; or (iii) to whom this Announcement may otherwise be lawfully communicated;
22. represents and warrants that it and any person acting on its behalf is entitled to acquire the New Shares under the laws of all relevant jurisdictions and that it has all necessary capacity and has obtained all necessary consents and authorities and taken any other necessary actions to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Appendix) and will honour such obligations;
23. where it is acquiring New Shares for one or more managed accounts, represents and warrants that it is authorised in writing by each managed account: (a) to acquire the New Shares for each managed account; (b) to make on its behalf the representations, warranties, acknowledgements, undertakings and agreements in this Appendix and the Announcement of which it forms part; and (c) to receive on its behalf any investment letter relating to the Placing in the form provided to it by Numis;
24. undertakes that it (and any person acting on its behalf) will make payment to Numis for the New Shares allocated to it in accordance with this Announcement on the due time and date set out herein, failing which the relevant New Shares may be placed with other subscribers or sold as Numis may in its sole discretion determine and without liability to such Placee and it will remain liable and will indemnify Numis on demand for any shortfall below the net proceeds of such sale and the placing proceeds of such New Shares and may be required to bear the liability for any stamp duty or stamp duty reserve tax or security transfer tax (together

with any interest or penalties due pursuant to or referred to in these terms and conditions) which may arise upon the placing or sale of such Placee's New Shares on its behalf;

25. acknowledges that none of Numis, any of its affiliates, or any person acting on behalf of any of it, is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be treated for these purposes as a client of Numis and that Numis does not have any duties or responsibilities to it for providing the protections afforded to its clients or customers or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of their rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
26. undertakes that the person whom it specifies for registration as holder of the New Shares will be (i) itself or (ii) its nominee, as the case may be. Neither Numis, nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to participate in the Placing and it agrees to indemnify the Company and Numis in respect of the same on the basis that the Depository Interests representing New Shares will be credited to the CREST stock account of Numis who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;
27. acknowledges that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions and any non-contractual obligations arising out of or in connection with such agreement shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter (including non-contractual matters) arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the New Shares (together with any interest chargeable thereon) may be taken by the Company or Numis in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;
28. acknowledges that time shall be of the essence as regards to obligations pursuant to this Appendix;
29. agrees that the Company, Numis and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to Numis on its own behalf and on behalf of the Company and are irrevocable and are irrevocably authorised to produce this Announcement or a copy thereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby;
30. agrees to indemnify on an after-tax basis and hold the Company, Numis and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing;
31. acknowledges that no action has been or will be taken by any of the Company, Numis or any person acting on behalf of the Company or Numis that would, or is intended to, permit a public offer of the New Shares in any country or jurisdiction where any such action for that purpose is required;
32. acknowledges that it is an institution that has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the New Shares. It further acknowledges that it is experienced in investing in securities of this nature and in this sector and is aware that it may be required to bear, and it,

and any accounts for which it may be acting, are able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing. It has relied upon its own examination and due diligence of the Company and its associates taken as a whole, and the terms of the Placing, including the merits and risks involved;

33. acknowledges that its commitment to subscribe for New Shares on the terms set out herein and in the trade confirmation or contract note will continue notwithstanding any amendment that may in future be made to the terms of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's conduct of the Placing;
34. acknowledges that Numis, or any of its affiliates acting as an investor for its own account may take up shares in the Company and in that capacity may retain, purchase or sell for its own account such shares and may offer or sell such shares other than in connection with the Placing;
35. represents and warrants that, if it is a pension fund or investment company, its purchase of New Shares is in full compliance with all applicable laws and regulation; and
36. to the fullest extent permitted by law, it acknowledges and agrees to the disclaimers contained in the Announcement including this Appendix.

The representations, warranties, acknowledgments and undertakings contained in this Appendix are given to Numis and the Company and are irrevocable and shall not be capable of termination in any circumstances.

The agreement to settle a Placee's subscription (and/or the subscription of a person for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to a subscription by it and/or such person direct from the Company for the New Shares in question. Such agreement assumes that the New Shares are not being subscribed for in connection with arrangements to issue depositary receipts or to transfer the New Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other subsequent dealing in the New Shares, stamp duty or stamp duty reserve tax may be payable, for which neither the Company nor Numis will be responsible, and the Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of New Shares has given rise to such UK stamp duty or stamp duty reserve tax undertakes to pay such UK stamp duty or stamp duty reserve tax forthwith and to indemnify on an after-tax basis and to hold harmless the Company and Numis in the event that any of the Company or Numis has incurred any such liability to UK stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify Numis accordingly.

In addition, Placees should note that they will be liable for any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the UK by them or any other person on the subscription by them of any New Shares or the agreement by them to subscribe for any New Shares.

Each Placee, and any person acting on behalf of the Placee, acknowledges that Numis does not owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement.

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that Numis, or any of its affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the New Shares.

When a Placee or person acting on behalf of the Placee is dealing with Numis, any money held in an account with Numis on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under the FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from Numis' money in

accordance with the client money rules and will be used by Numis in the course of its own business and the Placee will rank only as a general creditor of Numis.

All times and dates in this Announcement may be subject to amendment. Numis shall notify the Placees and any person acting on behalf of the Placees of any changes.

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.

DEFINITIONS

In this Appendix to the Announcement and, as the context shall admit, in the Announcement:

'Admission' means the admission of all the New Shares to trading on AIM becoming affective in accordance with the AIM Rules;

'AIM' means the market of that name operated by the London Stock Exchange;

'AIM Rules' means the provisions of the London Stock Exchange's AIM Rules for Companies as amended from time to time governing, inter alia, admission to AIM and the continuing obligations of AIM companies;

'Announcement' means this announcement (including the appendix to this announcement);

'Broker Option' means the option granted to Numis pursuant to the Placing Agreement;

'Broker Option Shares' means up to 854,700 new Ordinary Shares to be allotted and issued by the Company to Placees following the exercise of the Broker Option

'Company' means Randall & Quilter Investment Holdings Limited;

'CREST' means the relevant system (as defined in the CREST Regulations) in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in the CREST Regulations);

'CREST Regulations' means the Uncertificated Securities Regulations 2001 (SI 2001/3755) as amended from time to time;

'Depositary Interests' means the dematerialised depositary interests issued in CREST in respect of Ordinary Shares;

'Directors' or 'Board' means the directors of the Company as at the date of this Announcement;

'FCA' means the Financial Conduct Authority of the United Kingdom;

'FSMA' means the Financial Services and Markets Act 2000 (as amended);

'General Meeting' means the general meeting of the Company to be convened at 3.00 p.m. on 27 March 2017 (or any adjournment thereof);

'London Stock Exchange' means London Stock Exchange plc;

'New Shares' means, together, the Placing Shares and the Broker Option Shares (if any);

'Notice of General Meeting' means the notice of the General Meeting to be convened for the purposes of considering the Resolutions;

'Numis' means Numis Securities Limited, registered in England and Wales with number 2285918, whose registered office is at The London Stock Exchange Building, 10 Paternoster Square, London EC4M 7LT;

'Ordinary Shares' means the ordinary shares of par value two pence each in the capital of the Company, and includes, the Depositary Interests in respect of such shares;

'Placee' means any person (including individuals, funds or otherwise) who are to subscribe for New Shares pursuant to the Placing;

'Placing' means the conditional placing of the Placing Shares by Numis, on behalf of the Company, with Placees and the conditional allotment of the Broker Option Shares (if any) to Placees, in each case pursuant to the Placing Agreement;

'Placing Agreement' means the placing agreement dated 28 February 2017 between the Company and Numis in respect of the Placing;

'Placing Price' means 117 pence per Placing Share;

'Placing Shares' means the 14,423,591 new Ordinary Shares to be issued to certain investors who have agreed to subscribe for such Ordinary Shares;

'Prospectus Directive' means the Directive of the European Parliament and of the Council of the European Union 2003/71/EC;

'Resolutions' means the resolutions to be proposed at the General Meeting;

'Securities Act' means the US Securities Act of 1933, as amended;

'Shareholders' means holders of Ordinary Shares whether such shares are held in certificated form or through Depositary Interests, as the context so requires;

'United Kingdom' or 'UK' means the United Kingdom of Great Britain and Northern Ireland; and

'United States' or 'US' means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.