THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PART II (EXPLANATORY STATEMENT) OF THIS DOCUMENT COMPRIS ES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT 2006.

This Document contains a proposal which, if implemented, will result in the cancellation of the admission of the Sigma Shares to trading on AIM, the market of that name operated by the London Stock Exchange.

If you are in any doubt as to the contents of this Document or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

If you sell or have sold or otherwise transferred all of your Sigma Shares, please send this Document together with the accompanying documents (other than documents or forms personal to you) at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted in or 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 Sigma Shares, you should retain these documents and contact the bank, stockbroker or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise acquired Sigma Shares, notwithstanding receipt of this Document and any accompanying documents, you should contact Sigma's registrar, Link Group, on the telephone number set out below to obtain personalised Forms of Proxy.

The release, publication or distribution of this Document and any accompanying documents (in whole or in part) in or into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Document 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. To the fullest extent permitted by law, Sigma, Bidco and PineBridge Benson Elliot disclaim any liability for the violation of such restrictions by such persons.

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 Acquisition or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful. This Document is not a prospectus or prospectus-equivalent document and its publication has not been approved by any regulatory authority.

Recommended Cash Acquisition of
Sigma Capital Group plc
by
Six Bidco Ltd
(a wholly-owned indirect subsidiary of investment funds managed by PineBridge Benson Elliot LLP)

to be effected by means of a Scheme of Arrangement under
Part 26 of the Companies Act 2006

This Document (including all information incorporated into this Document by reference to another source) should be read as a whole and in conjunction with the Forms of Proxy. Your attention is drawn to Part I (Letter from the Senior Independent Non-Executive Director of Sigma) of this Document, which contains the unanimous recommendation of the Independent Sigma 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 Rothschild & Co explaining the Scheme appears in Part II (Explanatory Statement) of this Document.

Action to be taken by Sigma Shareholders and Independent Scheme Shareholders is set out on pages 11 to 15 (Action to be Taken) and at paragraph 19 of Part II (Explanatory Statement) of this Document. You are asked to complete and return the enclosed BLUE and YELLOW Forms of Proxy (or appoint a proxy electronically or online as referred to in this Document) in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received by Link Group not later than 48 hours before the relevant Meeting (excluding any part of such 48 hour period falling on a day that is not a working day) (or in the case of any adjournment, not later than 48 hours before the time fixed for the adjourned Meeting). If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:00 a.m. on 21 July 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:15 a.m. on 21 July 2021 using one of the methods listed above, it will be invalid. Sigma Shareholders who hold Sigma Shares in CREST may also appoint a proxy using CREST or online by following the instructions set out in the Forms of Proxy and this Document.

Capacity and COVID-19 restrictions
Notices of the Court Meeting and the General Meeting, both of which will be held at 18 Alva Street, Edinburgh, Scotland, EH2 4QG on 23 July 2021 are set out in Parts XI and XII respectively of this Document. The Court Meeting will start at 10:00 a.m. on that date and the General Meeting at 10.15 a.m. or as soon thereafter as the Court Meeting concludes or is adjourned.

Due to the limited capacity of the meeting venue and in light of the COVID-19 restrictions in place at the date of this Document, and which may be in place on the date of the Meetings, and in the interests of the health and safety of our directors and shareholders, Sigma Shareholders and Independent Scheme Shareholders (including their duly appointed proxies and/or corporate representatives) are strongly discouraged from attending the Court Meeting or the General Meeting in person. You are encouraged therefore to submit your votes by completing and returning the Forms of Proxy in accordance with the instructions printed thereon or to appoint a proxy electronically or online as referred to in this Document. Please also read the action to be taken by Sigma Shareholders set out on pages 11 to 15 of this Document.

Sigma Shareholders and Independent Scheme Shareholders (and their duly appointed proxies and/or corporate representatives) will be given the opportunity to attend, speak, submit written questions and/or any objections and vote at the relevant Meeting remotely via a virtual meeting platform provided by Lumi (the “Virtual Meeting Platform”), further details of which are set out below and in the Virtual Meeting Guide. In accordance with Sigma’s Articles of Association, the Virtual Meeting Platform will include audio and video functionality in order for Sigma Shareholders and Independent Scheme Shareholders to see and communicate with one another at the relevant Meeting. Joining details for audio and video functionality at the Meetings will be provided to Sigma Shareholders and Independent Scheme Shareholders once they have signed in to the Virtual Meeting Platform on the day of the Meetings. Sigma Shareholders and Independent Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor-relations@sigmacapital.co.uk. The Chair of the relevant Meeting will ensure that all such questions and/or any objections (in the case of the Court Meeting) relating to the formal business of the Meeting are addressed during the Meeting, unless no response is required to be provided under the Companies Act 2006 or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the relevant Meeting.

All references in this Document to “attend” and “vote” or “attending” and “voting” in the context of the Meetings include remote attendance via the Virtual Meeting Platform and voting by proxy or remotely via the Virtual Meeting Platform respectively.

Instructions for accessing the Virtual Meeting Platform
Independent Scheme Shareholders and Sigma Shareholders can access the Virtual Meeting Platform via a mobile web client, which is compatible with the latest browser versions of Chrome, Firefox, Internet Explorer 11 (Internet Explorer v.10 and below are not supported), Edge and Safari and can
be accessed using any web browser, on a PC or smartphone device. To remotely attend, submit written questions and/or vote using this method, please go to https://web.lumiagm.com.

Alternatively, Independent Scheme Shareholders and Sigma Shareholders can access the Virtual Meeting Platform by searching https://web.lumiagm.com on your web browser.

Once you have accessed https://web.lumiagm.com from your web browser, you will be asked to enter the Lumi Meeting ID which is 100-436-864. You will then be prompted to enter your unique login and PIN number. Your unique login is your 11-digit Investor Code (“IVC”), including any zeros, and your PIN number is the last four digits of your IVC. Your IVC can be found printed on your Form of Proxy. If you are not in receipt of your IVC this can also be found on a share certificate or dividend tax voucher, or alternatively, if you are already registered on this website, you can sign in to www.signalshares.com to obtain your IVC. Access to the Meetings via the website will be available from 9:45 a.m. on 23 July 2021, as further detailed below. If you are unable to access your IVC and PIN, please call Link Group on 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Although access to the Meetings will be available from 9:45 a.m. on 23 July 2021, voting functionality will not be enabled until the Chair of the relevant Meeting declares the poll open.

Independent Scheme Shareholders and Sigma Shareholders will be permitted to ask questions and submit written questions via the Virtual Meeting Platform during the course of the relevant Meeting. Independent Scheme Shareholders can use the same function to raise any objections they may have to the Scheme at the Court Meeting. Sigma Shareholders and Independent Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor-relations@sigmacapital.co.uk. The Chair of the relevant Meeting will ensure that all such questions and/or any objections (in the case of the Court Meeting) relating to the formal business of the Meeting are addressed during the Meeting, unless no response is required to be provided under the Companies Act 2006 or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the relevant Meeting.

During the relevant Meeting, you must ensure you are connected to the internet at all times in order to ask questions and submit written questions and/or raise any objections (in the case of the Court Meeting) and vote when the Chair commences polling. Therefore, it is your responsibility to ensure connectivity for the duration of the relevant Meeting via your wireless or other internet connection. The Virtual Meeting Guide contains further information on remotely accessing and participating in the Meetings via the Virtual Meeting Platform and https://web.lumiagm.com and is available on Sigma’s website at www.sigmacapital.co.uk/investor-relations/offer-for-the-company.

If you wish to appoint a proxy (other than the Chair of the relevant Meeting) and for the proxy to attend the Meeting on your behalf, please contact Link Group on telephone number 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. **We would also draw your attention to the information set out above regarding the capacity of the meeting venue, COVID-19 restrictions and the Sigma Directors’ request that Sigma Shareholders and Independent Scheme Shareholders (including their duly appointed proxies and/or corporate representatives) do not seek to attend the Court Meeting or the General Meeting in person.**

If your Sigma Shares are held by a nominee and you wish to access a Meeting through the Virtual Meeting Platform, you will need to contact your nominee immediately. Your nominee will need to have completed a letter of representation and presented this to Link Group, our Registrar, no later than 72 hours before the start of the relevant Meeting in order to obtain a unique Login Code and PIN number on your behalf, which you can then use to access the Virtual Meeting Platform. If you are in any doubt about your shareholding, please contact Link Group on telephone number 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note
that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

The COVID-19 situation is constantly evolving, and the UK and Scottish Governments may at any time change current restrictions or implement further measures relating to the holding of shareholder meetings during the affected period. Any changes to the arrangements for the Court Meeting and the General Meeting will be communicated to Sigma Shareholders and Independent Scheme Shareholders before the Meetings, including through our website www.sigmacapital.co.uk/investor-relations/offer-for-the-company and by announcements made through a Regulatory Information Service.

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 representation of opinion of Independent Scheme Shareholders. Whether or not you intend to remotely attend and/or vote at the Meeting, you are therefore strongly advised to sign and return your BLUE Form of Proxy by post or transmit a proxy appointment and voting instruction (online or electronically through CREST) for the Court Meeting as soon as possible. The completion and return of the Forms of Proxy or transmission of a proxy appointment or voting instruction (online, or electronically through CREST or by any other procedure described in this Document) will not prevent you from attending, asking or submitting written questions and/or raising any objections (in the case of the Court Meeting) and voting at the Court Meeting or the General Meeting, if you are entitled to and wish to do so.

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:00 a.m. on 21 July 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:15 a.m. on 21 July 2021 using one of the methods listed above, it will be invalid.

Certain terms used in this Document are defined in Part X (Definitions). References to times in this Document are to London, United Kingdom time unless otherwise stated.

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 the Forms of Proxy or to submit your proxies electronically or online, please call Link Group on 0371 664 0321. For questions regarding the Virtual Meeting Platform, please call Link Group on 0371 277 1020. 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 helplines are open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

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Nplus1 Singer Advisory LLP ("N+1 Singer"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively as nominated adviser and broker for Sigma and for no one else in connection with the subject matter of this Document and will not be
responsible to anyone other than Sigma for providing the protections afforded to its clients or for providing advice in connection with the subject matter of this Document. Neither N+1 Singer nor any of its subsidiaries, branches or 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 N+1 Singer in connection with any matter referred to herein or otherwise. Apart from the responsibilities and liabilities, if any, which may be imposed on N+1 Singer by FSMA, or the regulatory regime established thereunder, or under the regulatory regime of any jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither N+1 Singer nor any of its affiliates accepts any responsibility or liability whatsoever for the contents of this Document, and no representation, express or implied, is made by it, or purported to be made on its behalf, in relation to any matter referred to herein, including its accuracy, completeness or verification of any other statement made or purported to be made by it, or on its behalf, in connection with Sigma or the matters described in this Document. To the fullest extent permitted by applicable law, N+1 Singer and its affiliates accordingly disclaim all and any responsibility or liability whether arising in tort, contract or otherwise (save as referred to above) which they might otherwise have in respect of this Document or any statement contained herein.

Evercore Partners International LLP ("Evercore"), which is authorised and regulated by the Financial Conduct Authority in the UK, is acting exclusively as financial adviser to Bidco and PineBridge Benson Elliot and no one else in connection with the Acquisition and will not be responsible to anyone other than Bidco or PineBridge Benson Elliot for providing the protections afforded to clients of Evercore nor for providing advice in connection with the matters referred to herein. Neither Evercore nor any of its subsidiaries, branches or 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 Evercore in connection with any matter referred to herein or otherwise. Apart from the responsibilities and liabilities, if any, which may be imposed on Evercore by FSMA, or the regulatory regime established thereunder, or under the regulatory regime of any jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Evercore nor any of its affiliates accepts any responsibility or liability whatsoever for the contents of this Document, and no representation, express or implied, is made by it, or purported to be made on its behalf, in relation to any matter referred to herein, including its accuracy, completeness or verification of any other statement made or purported to be made by it, or on its behalf, in connection with Bidco, PineBridge Benson Elliot or the matters described in this Document. To the fullest extent permitted by applicable law, Evercore and its affiliates accordingly disclaim all and any responsibility or liability whether arising in tort, contract or otherwise (save as referred to above) which they might otherwise have in respect of this Document or any statement contained herein.
IMPORTANT NOTICE

The release, publication or distribution of this Document in or into or from jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, such restrictions. 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 persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. 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.

The statements contained in this Document are made as at the date of this Document, unless some other time 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 forth 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 Sigma or Bidco except where otherwise stated.

Overseas Shareholders

This Document has been prepared for the purposes of complying with English law, the Takeover Code, the Market Abuse Regulation, the Disclosure Guidance and Transparency Rules and the AIM Rules 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 England and Wales.

The availability of the Acquisition to Sigma Shareholders who are not resident in and citizens of the UK may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in the UK should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. In particular, the ability of persons who are not resident in the United Kingdom to vote their Sigma Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions 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 or liability for the violation of such restrictions by any person.

Unless otherwise determined by Bidco or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this Document and any formal documentation relating to the Acquisition are not being and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented with the consent of the Panel by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.

Notice to US investors

The Acquisition relates to shares in an English company and is proposed to be made by means of a scheme of arrangement under English company law. US Sigma Shareholders should note that the Scheme relates to the shares of an English company and will be governed by English law. Neither the US proxy solicitation rules nor the tender offer rules under the US Exchange Act will apply to the
Acquisition and the Scheme. Moreover, the Acquisition and the Scheme are subject to the disclosure requirements and practices applicable in England to schemes of arrangement, which differ from the disclosure requirements of the US proxy solicitation rules and tender offer rules.

Financial information included in this Document has been prepared in accordance with accounting standards applicable in the UK and may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US. If Bidco were to elect (with the consent of the Panel) to implement the Acquisition by means of a Takeover Offer, such Takeover Offer would be made in compliance with all applicable United States laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder. Such a Takeover Offer would be made in the United States by Bidco and no one else.

Neither the SEC nor any securities commission of any state of the US nor any other US regulatory authority has approved the Acquisition, passed upon the fairness of the Acquisition or passed upon the adequacy or accuracy of this Document. Any representation to the contrary is a criminal offence in the US.

In accordance with the Takeover Code and normal UK practice, and pursuant to Rule 14e-5(b) of the US Exchange Act (were the Acquisition to be implemented by Takeover Offer), Bidco or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Sigma outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes effective, lapses or is otherwise withdrawn. If purchases or arrangements to purchase were to be made as contemplated by (a) above, they would occur either in the open market at prevailing prices or in private transactions at negotiated prices, and any information about such purchases or arrangements to purchase would be disclosed as required in the UK, would be reported to a Regulatory Information Service and would be available on the London Stock Exchange website at www.londonstockexchange.com.

The receipt of consideration by a US Sigma Shareholder for the transfer of its Sigma Shares pursuant to the Acquisition will likely be a taxable transaction for United States federal income tax purposes. Each US Sigma Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Acquisition applicable to them, including under applicable United States state and local, as well as overseas and other, tax laws.

It may be difficult for US Sigma Shareholders to enforce their rights and any claim arising out of the US federal securities laws, since Sigma and Bidco are each located in a non-US jurisdiction, and some or all of their officers and directors are residents of non-US jurisdictions. US Sigma Shareholders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Document (including information incorporated by reference in this Document), oral statements made regarding the Acquisition, and other information published by Sigma, any member of the Sigma Group, Bidco, or any member of the Bidco Group contain statements which are, or may be deemed to be, “forward-looking statements”. Such forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and on numerous assumptions regarding the business strategies and the environment in which Sigma, any member of the Sigma Group, Bidco, or any member of the Bidco Group or the Enlarged Group shall operate in the future and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by those statements.

The forward-looking statements contained in this Document may relate to Sigma, any member of the Sigma Group, Bidco, or any member of the Bidco Group or the Enlarged Group’s future prospects, developments and business strategies, the expected timing and scope of the Acquisition and all other statements in this Document other than statements of historical facts. In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the terms ‘intend’, ‘aim’, ‘project’, ‘anticipate’, ‘estimate’, ‘plan’, ‘believe’, ‘expect’, ‘may’, ‘should’, ‘will’, ‘continue’ or, in each case, their negative and other variations or other similar or comparable words and expressions. Forward-looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and
management strategies and the expansion and growth of Sigma, any member of the Sigma Group, Bidco, or any member of the Bidco Group’s operations and potential synergies resulting from the Acquisition; and (iii) the effects of global economic conditions and governmental regulation on Sigma, any member of the Sigma Group, Bidco, or any member of the Bidco Group’s business.

By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that may occur in the future. These events and circumstances include changes in the global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates and future business combinations or disposals. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions prove incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.

None of Sigma, any member of the Sigma Group, Bidco, nor any member of the Bidco Group, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Document shall actually occur. Given these risks and uncertainties, potential investors should not place any reliance on forward-looking statements.

The forward-looking statements speak only at the date of this Document. All subsequent oral or written forward-looking statements attributable to Sigma, any member of the Sigma Group, Bidco, or any member of the Bidco Group, or any of their respective associates, directors, officers, employees or advisers, are expressly qualified by the cautionary statement above.

Sigma, each member of the Sigma Group, Bidco, and each member of the Bidco Group expressly disclaims any obligation to update such statements other than as required by law or by the rules of any competent regulatory authority, whether as a result of new information, future events or otherwise.

**NO PROFIT FORECASTS OR ESTIMATES**

No statement in this Document, or incorporated by reference in this Document, is intended as a profit forecast or estimate for any period and no statement in this Document should be interpreted to mean that earnings or earnings per share for Sigma or Bidco, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Sigma or Bidco, as appropriate.

**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.

**ELECTRONIC COMMUNICATIONS**

Please be aware that addresses, electronic addresses and certain information provided by Sigma Shareholders, persons with information rights and other relevant persons for the receipt of communications from Sigma may be provided to Bidco, members of the Bidco Group and/or their respective advisers during the Offer Period as requested under Section 4 of Appendix 4 of the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.

**DEALING DISCLOSURE REQUIREMENTS**

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. 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. on the 10th Business Day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. 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 Takeover Code, any person who is, or becomes, interested in 1 per cent. 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. 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 shall 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 Panel’s website at http://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 THIS DOCUMENT**

A copy of this Document shall be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Sigma’s and Bidco’s websites at www.sigmacapital.co.uk/investor-relations/offer-for-the-company and www.pinebridge.com/pinebridge-benson-elliot/firm-offer respectively by no later than 12 noon on the Business Day following the date of publication of this Document. For the avoidance of doubt, the contents of the websites referred to in this Document are not incorporated into and do not form part of this Document.

Sigma Shareholders may request a hard copy of this Document or information incorporated into this Document by reference to another source, free of charge, by (i) calling the Company’s Registrar, Link Group, on 0371 664 0321 (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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes), or (ii) by writing to Link Group, Corporate Actions, 10th Floor, Central Square, 29 Wellington Street Leeds, LS1 4DL, in each case stating your name, and the address to which the hard copy should be sent. You may also request that all future documents, announcements and information sent to you in relation to the Acquisition should be in hard copy form.

This Document is dated 29 June 2021.
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ACTION TO BE TAKEN

For the reasons set out in this Document, the Independent Sigma Directors, who have been so advised by Rothschild & Co as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing their advice to the Independent Sigma Directors, Rothschild & Co has taken into account the commercial assessments of the Sigma Directors. Rothschild & Co is providing independent financial advice to the Independent Sigma Directors for the purposes of Rule 3 of the Takeover Code.

Accordingly, in order to implement the Acquisition, the Independent Sigma Directors unanimously recommend that (a) Independent Scheme Shareholders vote in favour of the Scheme at the Court Meeting; (b) Independent Sigma Shareholders vote in favour of the Ordinary Resolution to be proposed at the General Meeting; and (c) Sigma Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting, as those Independent Sigma Directors who hold Sigma Shares have irrevocably undertaken to do in respect of their own beneficial holdings of Sigma Shares (or those Sigma Shares over which they have control), and that you take the action described below.

This page should be read in conjunction with the rest of this Document, and in particular, paragraph 12 of Part I and paragraph 19 of Part II of this Document and the notices of the Court Meeting and the General Meeting at the end of this Document.

All references in this Document to “attend” and “vote” or “attending” and “voting” in the context of the Meetings include remote attendance via the Virtual Meeting Platform and voting by proxy or remotely via the Virtual Meeting Platform respectively.

1. Documents
Please check that you have received the following:

- a BLUE Form of Proxy for use in respect of the Court Meeting on 23 July 2021;
- a YELLOW Form of Proxy for use in respect of the General Meeting 23 July 2021;
- the Virtual Meeting Guide prepared by Lumi explaining how Sigma Shareholders and Independent Scheme Shareholders can remotely access and participate in the Meetings via the Virtual Meeting Platform;
- a pre-paid envelope for use in the UK only for the return of the BLUE Form of Proxy and the YELLOW Form of Proxy.

If you have not received all of these documents, please contact the Shareholder Helpline operated by Link Group on 0371 664 0321. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

2. Voting at the Court Meeting and the General 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 Form of Proxy by post (or transmit a proxy appointment and voting instruction online or through the CREST electronic proxy appointment service) as soon as possible. Whether or not you intend to attend and/or vote at the relevant Meeting, you are strongly advised to sign and return the Forms of Proxy by post or transmit a proxy appointment and voting instruction (online or electronically through CREST) for the relevant Meeting as soon as possible.

The Scheme will require approval at a Meeting of Independent Scheme Shareholders convened with the permission of the Court to be held at 18 Alva Street, Edinburgh, Scotland EH2 4QG at 10:00 a.m. on 23 July 2021. Implementation of the Scheme will also require approval of the Resolutions relating to the Acquisition to be proposed at the General Meeting. The General Meeting will be held at the same place as the Court Meeting on 23 July 2021 at 10:15 a.m. (or as soon thereafter as the Court Meeting concludes or is adjourned).
As set out in the opening pages of this Document, in Part I, in Part XI and in Part XII, Independent Scheme Shareholders, Sigma Shareholders and other attendees are strongly discouraged from attending the Court Meeting and the General Meeting in person, but can remotely attend, ask questions, submit written questions and/or raise any objections (in the case of the Court Meeting) and vote at the Court Meeting or the General Meeting via the Virtual Meeting Platform, as described in the opening pages of this Document and the Virtual Meeting Guide. Sigma Shareholders and Independent Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor-relations@sigmacapital.co.uk.

Independent Scheme Shareholders and Sigma Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting and the General Meeting as soon as possible, using any of the methods (by post, online or electronically through CREST) set out below. Independent Scheme Shareholders and Sigma Shareholders are also strongly encouraged to appoint “the Chair of the meeting” as their proxy. If any other person is appointed as proxy, he or she is unlikely to be permitted to attend the relevant Meeting in person, but will be able to attend, ask questions, submit written questions and/or raise any objections and vote at the relevant Meeting remotely via the Virtual Meeting Platform, as described in the opening pages of this Document and the Virtual Meeting Guide. Sigma Shareholders and Independent Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor-relations@sigmacapital.co.uk.

Independent Scheme Shareholders and Sigma Shareholders are required to submit or amend proxy voting instructions in respect of the relevant Meeting not later than 48 hours before the relevant Meeting (excluding any part of such 48 hour period falling on a day that is not a working day) (or in the case of any adjournment, not later than 48 hours before the time fixed for the adjourned Meeting). In the case of the Court Meeting only, Independent Scheme Shareholders who have not cast or amended their proxy voting instructions by this time may email the BLUE Form of Proxy to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid.

Sigma Shareholders are entitled to appoint a proxy in respect of some or all of their Sigma Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Sigma Shareholders who wish to appoint more than one proxy in respect of their holding of Sigma Shares should contact Link Group for further Forms of Proxy or photocopy the Forms of Proxy as required.

(a) **Sending Forms of Proxy by post**

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them to Link Group, the Company's Registrar, by post to Link Group – PXS 1, 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL, so as to be received as soon as possible and in any event not later than the relevant times set out below:

BLUE Forms of Proxy for the Court Meeting 10:00 a.m. on 21 July 2021

YELLOW Forms of Proxy for the General Meeting 10:15 a.m. on 21 July 2021

or, if in either case the Meeting is adjourned, the relevant Form of Proxy should be received not later than 48 hours (excluding any part of such 48 hours period falling on a day that is not a working day) before the time fixed for the adjourned Meeting.

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:00 a.m. on 21 July 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:15 a.m. on 21 July 2021 using one of the methods listed above, it will be invalid.

The completion and return of the Forms of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online, through CREST or by any other procedure described in this Document) will not prevent you from attending, asking questions, submitting written questions and/or raising any objections (in the case of the Court Meeting) and voting at the Court Meeting or the General Meeting if you are entitled to and wish to do so.
(b) **Online appointment of proxies**

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by logging on to the following website: www.signalshares.co.uk and following the instructions therein. For an electronic proxy appointment to be valid, the appointment must be received by Link Group not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the relevant Meeting or any adjournment thereof. In the case of the Court Meeting only, if the electronic proxy appointment is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid. Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

(c) **Electronic appointment of proxies through CREST**

If you hold Sigma Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting or the General Meeting (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. Please also refer to the accompanying notes to the notices of the Meetings set out in Part XI and Part XII of this Document. CREST personal members or other CREST sponsored members, and those CREST members who have appointed any 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 the specifications of Euroclear 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 an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Link Group (ID: RA10) not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the relevant Meeting or any adjournment thereof. 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 Group is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. In the case of the Court Meeting only, if the CREST proxy appointment or instruction is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid.

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 any voting service provider(s), to procure that his/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 further information on the logistics of submitting messages in CREST, 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.

Sigma may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

3. **Instructions for accessing the Virtual Meeting Platform**

Due to the limited capacity of the meeting venue and in light of the COVID-19 restrictions in place at the date of this Document, and which may be in place on the date of the Meetings, and in the interests of the health and safety of our directors and shareholders, Sigma Shareholders and Independent Scheme Shareholders (including their duly appointed proxies and/or corporate
representatives) are strongly discouraged from attending the Court Meeting or the General Meeting in person. You are encouraged therefore to submit your votes by completing and returning the Forms of Proxy in accordance with the instructions printed thereon or to appoint a proxy electronically or online as referred to in this Document.

Independent Scheme Shareholders and Sigma Shareholders will therefore be given the opportunity to attend, ask questions, submit written questions, raise any objections and vote at the Court Meeting and the General Meeting via the Virtual Meeting Platform.

Independent Scheme Shareholders and Sigma Shareholders can access the Virtual Meeting Platform via a mobile web client, which is compatible with the latest browser versions of Chrome, Firefox, Internet Explorer 11 (Internet Explorer v.10 and below are not supported), Edge and Safari and can be accessed using any web browser, on a PC or smartphone device. To remotely attend, ask questions, submit written questions, raise any objections and/or vote using this method, please go to https://web.lumiagm.com.

Alternatively, Independent Scheme Shareholders and Sigma Shareholders can access the Virtual Meeting Platform by signing into https://web.lumiagm.com.

Once you have accessed https://web.lumiagm.com from your web browser, you will be asked to enter the Lumi Meeting ID which is 100-436-864. You will then be prompted to enter your unique login and PIN number. Your unique login is your 11-digit Investor Code (“IVC”), including any zeros, and your PIN number is the last four digits of your IVC. Your IVC can be found printed on your Form of Proxy. If you are not in receipt of your IVC this can also be found on a share certificate or dividend tax voucher, or alternatively you can sign in to www.signalshares.com to obtain your IVC. Access to the Meetings via the website will be available from 9:45 a.m. on 23 July 2021, as further detailed below. If you are unable to access your IVC and PIN, please call Link Group on 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Although access to the Meetings will be available from 9:45 a.m. on 23 July 2021, voting functionality will not be enabled until the Chair of the relevant Meeting declares the poll open. Independent Scheme Shareholders and Sigma Shareholders will be permitted to ask questions and submit written questions via the Virtual Meeting Platform during the course of the relevant Meeting. Independent Scheme Shareholders can use the same function to raise any objections they may have to the Scheme at the Court Meeting. Sigma Shareholders and Independent Scheme Shareholders may also submit questions to be considered at the relevant Meeting at any time up to 48 hours before the relevant Meeting by emailing investor-relations@sigmacapital.co.uk. The Chair of the relevant Meeting will ensure that all such questions and/or any objections (in the case of the Court Meeting) relating to the formal business of the Meeting are addressed during the Meeting, unless no response is required to be provided under the Companies Act 2006 or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the relevant Meeting.

During the relevant Meeting, you must ensure you are connected to the internet at all times in order to submit written questions and/or any objections (in the case of the Court Meeting) and vote when the Chair commences polling. Therefore, it is your responsibility to ensure connectivity for the duration of the relevant Meeting via your wireless or other internet connection. The Virtual Meeting Guide contains further information on remotely accessing and participating in the Meetings via https://web.lumiagm.com and is available on Sigma’s website at www.sigmacapital.co.uk/investor-relations/offer-for-the-company.

If you wish to appoint a proxy (other than the Chair of the Meeting) and for the proxy to attend the Meeting on your behalf, please contact Link Group on telephone number 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. We would also draw your attention to the information set out above regarding the capacity of the meeting venue, COVID-19 restrictions and the Sigma
Directors’ request that Sigma Shareholders and Independent Scheme Shareholders (including their duly appointed proxies and/or corporate representatives) do not seek to attend the Court Meeting or the General Meeting in person.

If your Sigma Shares are held by a nominee and you wish to access a Meeting through the Virtual Meeting Platform, you will need to contact your nominee immediately. Your nominee will need to have completed a letter of representation and presented this to Link Group, our Registrar, no later than 72 hours before the start of the relevant Meeting in order to obtain a unique Login Code and PIN number on your behalf, which you can then use to access the Virtual Meeting Platform. If you are in any doubt about your shareholding, please contact Link Group on telephone number 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

The COVID-19 situation is constantly evolving, and the UK and Scottish Governments may at any time change current restrictions or implement further measures relating to the holding of shareholder meetings during the affected period. Any changes to the arrangements for the Court Meeting and the General Meeting will be communicated to Sigma Shareholders and Independent Scheme Shareholders before the Meetings, including through our website www.sigmacapital.co.uk/investor-relations/offer-for-the-company and by announcements made through a Regulatory Information Service.

4. Sigma Share Plans
Participants in the Sigma Share Plans will be contacted separately regarding the effect of the Scheme on their rights under the Sigma Share Plans and how they may participate in the Acquisition. Participants in the Sigma Share Plans should also refer to paragraph 8 in Part II of this Document for more information.

5. Sigma Shareholder Helpline
If you have any questions about this Document, the Court Meeting, the General Meeting or how to complete the Forms of Proxy or to submit your proxies electronically or online, please call Link Group on 0371 664 0321. For questions regarding the Virtual Meeting Platform, please call Link Group on 0371 277 1020. 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 helplines are open between 9:00 a.m. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.
EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable is based on Sigma's and Bidco's current expected dates for the implementation of the Scheme and is subject to change. If any of the dates and/or times in this expected timetable change, the revised dates and/or times will be notified to Sigma Shareholders by announcement through the Regulatory Information Service of the London Stock Exchange.

<table>
<thead>
<tr>
<th>Event</th>
<th>Time and/or date(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publication of this Document</td>
<td>29 June 2021</td>
</tr>
<tr>
<td>Latest time for lodging Forms of Proxy for the:</td>
<td></td>
</tr>
<tr>
<td>Court Meeting (BLUE form)</td>
<td>10:00 a.m. on 21 July 2021(2)</td>
</tr>
<tr>
<td>General Meeting (YELLOW form)</td>
<td>10:15 a.m. on 21 July 2021(3)</td>
</tr>
<tr>
<td>Voting Record Time</td>
<td>6:00 p.m. on 21 July 2021(4)</td>
</tr>
<tr>
<td>Court Meeting</td>
<td>10:00 a.m. on 23 July 2021</td>
</tr>
<tr>
<td>General Meeting</td>
<td>10:15 a.m. on 23 July 2021(5)</td>
</tr>
</tbody>
</table>

The following dates and times associated with the Scheme are subject to change and will depend on, among other things, the date on which the Conditions to the Scheme are satisfied or, if capable of waiver, waived, and the date on which the Court sanctions the Scheme. Sigma will give adequate notice of all of these dates and times, when known, by issuing an announcement through a Regulatory Information Service, with such announcement being made available on Sigma’s website at www.sigmacapital.co.uk/investor-relations/offer-for-the-company. Further updates and changes to these times will be notified in the same way. See also note (1).

<table>
<thead>
<tr>
<th>Event</th>
<th>Time and/or date(6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheme Court Hearing</td>
<td>a date (following the Meetings) expected to be no later than 14 days after the satisfaction (or, if applicable, waiver) of Conditions 2(a) and 2(b) in Part A of Part III of this Document (“D”)</td>
</tr>
<tr>
<td>Last day for dealings in, and for the registration of transfer of, Sigma Shares</td>
<td>D+1 Business Day</td>
</tr>
<tr>
<td>Scheme Record Time</td>
<td>6:00 p.m. on D+1 Business Day</td>
</tr>
<tr>
<td>Disablement of CREST in respect of Sigma Shares</td>
<td>6:00 p.m. on D+1 Business Day</td>
</tr>
<tr>
<td>Suspension of dealings in Sigma Shares</td>
<td>by 7:30 a.m. on D+2 Business Days</td>
</tr>
<tr>
<td>Effective Date of the Scheme</td>
<td>D+2 Business Days(6)</td>
</tr>
<tr>
<td>Cancellation of listing of Sigma Shares</td>
<td>by 7:30 a.m. on D+3 Business Days</td>
</tr>
<tr>
<td>Latest date for despatch of cheques and crediting of CREST accounts for cash consideration due under the Scheme</td>
<td>within 14 days of the Effective Date</td>
</tr>
<tr>
<td>Long Stop Date (7)</td>
<td>13 December 2021</td>
</tr>
</tbody>
</table>

(1) The dates and times given are indicative only and are based on current expectations and are subject to change (including as a result of changes to the regulatory timetable).

References to times are to London, United Kingdom time unless otherwise stated. If any of the times and/or dates above change, the revised times and/or dates will be notified to Sigma Shareholders by announcement through a Regulatory Information Service.

Participants in the Sigma Share Plans will be contacted separately to inform them of the effect of the Scheme on their rights under the Sigma Share Plans, including details of any appropriate proposals being made and dates and times relevant to them.

(2) It is requested that BLUE Forms of Proxy for the Court Meeting be lodged not later than 48 hours prior to the time appointed for the Court Meeting or, if the Court Meeting is adjourned, the time fixed for any adjourned Court Meeting (excluding any part of such 48 hour period falling on a day that is not a working day). If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:00 a.m. on 21 July 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid.
(3) In order to be valid, the YELLOW Forms of Proxy for the General Meeting must be received by 10:15 a.m. on 21 July 2021 or, if the General Meeting is adjourned, 48 hours prior to the time fixed for the adjourned General Meeting (excluding any part of such 48 hour period falling on a day that is not a working day).

(4) If either the Court Meeting or the General Meeting is adjourned, the Voting Record Time for the relevant adjourned Meeting will be 6:00 p.m. on the day which is two Business Days prior to the date of the adjourned Meeting.

(5) To commence at 10:15 a.m. or as soon thereafter as the Court Meeting concludes or is adjourned.

(6) Bidco expects that, subject to the satisfaction of Condition 1 in Part A of Part III (Conditions to the Implementation of the Scheme and to the Acquisition) of this Document, the Acquisition will become Effective during the third quarter of 2021.

(7) This is the latest date by which the Scheme may become Effective. However, the Long Stop Date may be extended to such later date as may be agreed by Sigma and Bidco (with the Panel’s consent and as the Court may approve (if such approval(s) are required)).
To the holders of Sigma Shares and, for information only, to holders of awards and options under the Sigma Share Plans and persons with information rights.

Dear Shareholder,

RECOMMENDED CASH ACQUISITION OF SIGMA CAPITAL GROUP PLC BY SIX BIDCO LTD (A WHOLLY-OWNED INDIRECT SUBSIDIARY OF INVESTMENT FUNDS MANAGED BY PINEBRIDGE BENSON ELLIOT LLP)

1. Introduction

On 11 June 2021 the boards of Bidco and Sigma announced that they had reached agreement on the terms and conditions of a recommended cash offer to be made by Bidco for the entire issued and to be issued share capital of Sigma, and intended to be effected by a Court sanctioned scheme of arrangement between Sigma and its shareholders under Part 26 of the Companies Act.

I am now writing to you to explain the background to, and terms of, the Acquisition, and to explain why the Independent Sigma Directors are unanimously recommending that eligible Sigma Shareholders vote in favour of the Scheme and the Resolutions to be proposed at the Meetings required to implement the Scheme.

Further details of the Acquisition are set out in the Explanatory Statement from Rothschild & Co, the financial adviser to Sigma for the purposes of Rule 3 of the Takeover Code, contained in Part II of this Document. This Document also contains notices of the Meetings at which the shareholder resolutions required to implement the Acquisition will be proposed to Sigma Shareholders.

I also draw your attention to pages 11 to 15 of this Document, which set out details of the actions you should take in order to approve the Scheme and vote at the Meetings.

2. Summary of the terms of the Acquisition

Under the terms of the Acquisition and the Cash Offer, which will be subject to the Conditions and further terms set out in Part III of this Document, each Sigma Shareholder will be entitled to receive:

for each Sigma Share: 202.1 pence in cash

The price per Sigma Share under the terms of the Cash Offer represents a premium of approximately:

• 35.6 per cent. to the closing price of 149.0 pence per Sigma Share on 10 June 2021 (being the last Business Day prior to the commencement of the Offer Period);
• 37.1 per cent. to the volume weighted average price of 147.5 pence per Sigma Share for the three months to 10 June 2021 (being the last Business Day prior to the commencement of the Offer Period); and

• 44.9 per cent. to the volume weighted average price of 139.5 pence per Sigma Share for the six months to 10 June 2021 (being the last Business Day prior to the commencement of the Offer Period).

The Acquisition valued the entire issued ordinary share capital of Sigma at approximately £188.4 million on a fully diluted basis as at the last Business Day prior to the commencement of the Offer Period.

The Acquisition is proposed to be implemented by means of a Court sanctioned scheme of arrangement between Sigma and the Scheme Shareholders under Part 26 of the Companies Act, although Bidco may, with the consent of the Panel, elect to implement the Acquisition by way of a Takeover Offer.

If the Scheme becomes Effective, all of the Scheme Shares will be transferred to Bidco, and Sigma will become a wholly-owned subsidiary of Bidco.

The Sigma Shares will be acquired pursuant to the Acquisition fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and any other interest of any nature whatsoever and together with all rights attaching thereto, including without limitation voting rights and the rights to receive and retain in full all dividends and distributions (if any) announced, declared, made or paid with a record date on or after the Scheme Record Time.

If, on or after the date of this Document and before the Effective Date, any dividend and/or other distribution and/or other return of capital is declared, made or paid or becomes payable in respect of Sigma Shares, Bidco reserves the right to reduce the consideration payable under the terms of the Cash Offer by an amount up to the amount of such dividend and/or distribution and/or return of capital, in which case any reference in this Document to the consideration payable under the Cash Offer will be deemed to be a reference to the consideration as so reduced. Any exercise by Bidco of its rights referred to in this paragraph shall be the subject of an announcement via a Regulatory Information Service and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Acquisition. In such circumstances, Sigma Shareholders would be entitled to retain any such dividend, distribution or other return of capital declared, made or paid or which becomes payable.

3. Approval of the Scheme by Scheme Shareholders and sanction of the Scheme by the Court

The Scheme requires the approval of Independent Scheme Shareholders at the Court Meeting and of eligible Sigma Shareholders at the General Meeting. Notices convening these Meetings are set out in Part XI and Part XII of this Document. The Scheme must also be sanctioned by the Court at the Sanction Hearing. The Court Meeting has been convened for 10:00 a.m. on 23 July 2021 and the General Meeting has been convened for 10:15 a.m. (or as soon thereafter as the Court Meeting has concluded) on the same day. The date of the Sanction Hearing is subject to confirmation, but is currently expected to be held on or around 5 August 2021.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders irrespective of whether or not they attended the Court Meeting or the General Meeting or voted in favour of any of the shareholder resolutions to be proposed at those Meetings. Further details of the Scheme are set out in paragraph 10 of Part II and Part IV of this Document.

4. Background to and reasons for the recommendation by the Independent Sigma Directors

During late 2020, in light of the strategic progress Sigma had made during the year, notwithstanding the COVID 19 crisis, Sigma's Directors decided to review the strategic options and relative benefits of the various routes available to the business to fund its future growth and maximise shareholder value. This decision was driven by a recognition that Sigma requires considerably more capital than is currently available to the business if it is to capitalise fully on the current market opportunity in the UK private rented sector. To date, Sigma has been successful in raising capital, most notably with PRS REIT, EQT Real Estate and Gatehouse Bank. However, the requirements for operational and geographical exclusivity from any new funding partner and the inconsistent flow of capital from any likely short or medium-term provider of JV-style financing or from any on-balance sheet solution in an AIM-listed context, would likely prevent Sigma from both achieving its growth potential and from
being able to realise full value for Sigma Shareholders. In light of this and recognising the attractiveness of Sigma as a platform for investors with access to greater capital availability, the Sigma Directors decided to appoint Rothschild & Co to run a private sale process for Sigma in order to maximise value for Sigma’s shareholders.

This process attracted participation from multiple well-funded parties and Sigma provided interested parties with access to due diligence information through a virtual data room and a series of management sessions.

Following a period of review, further discussions with its advisers and a thorough evaluation of the proposals received by Sigma, including follow-up discussions with the relevant interested parties, the Independent Sigma Directors believe that the all-cash offer from Bidco represents the most attractive option for all Sigma Shareholders in terms of value, the form of consideration offered and execution certainty. Discussions with all other interested parties have terminated.

The Independent Sigma Directors believe that the Acquisition is in the best interests of Sigma Shareholders taken as a whole. In reaching this conclusion, the Independent Sigma Directors considered the following in particular:

- the terms of the Acquisition in relation to the value and prospects of Sigma’s business;
- that the all-cash consideration offered by Bidco represents a significant premium to various share price based metrics as set out in paragraph 2 above;
- the impact of the Acquisition on all of Sigma’s stakeholders, including, in particular, its shareholders, customers, housebuilder partners, joint venture partners and Sigma’s employees given their importance to Sigma’s future strategy. In that regard, the Independent Sigma Directors welcome the statements made by Bidco with regard to its future intentions, as set out in paragraph 7 below; and
- that the Acquisition provides Sigma Shareholders with the opportunity to receive full cash value for their Sigma Shares at an attractive price now.

Sigma is a well-established business with a strong track record, deep market reach and unrivalled relationships in the UK residential sector. Sigma focuses on delivering large-scale, high quality, new housing schemes for the private rented sector and is leading the delivery of private rented housing for families across the UK. Sigma’s business model comprises the following components:

- **Self-funded PRS activities**: Sigma develops, owns, and manages assets on its balance sheet for long-term capital and income returns.
- **Managed PRS activities**: Sigma receives fee income through managing third-party assets (predominantly development and asset management fees) which includes PRS REIT and UK PRS Properties partnerships. Sigma has a c.1.2 per cent. stake in PRS REIT – a closed-ended listed real estate investment trust focused on investing in single family rental homes across the UK regions. Sigma’s subsidiary, Sigma PRS Management Limited, is Investment Adviser to PRS REIT and through this role Sigma benefits from fee income (administration, development and asset management fees) from sourcing investments and managing the PRS REIT portfolio.
- **Joint venture with EQT**: In September 2020, Sigma launched a joint venture with EQT Real Estate, the real estate platform of global investment firm EQT, to establish a £1 billion portfolio of high quality, new-build homes for private rental in Greater London. Sigma has a 5 per cent. stake in the EQT JV and will also benefit from fee income (administration, development and asset management fees) from sourcing investments and managing the EQT JV portfolio.

Sigma has continued to demonstrate the success of its strategy, growing the number of completed homes from 0 to 4,765 homes over the five year period ended on 31 December 2020 and a further 2,092 underway with an aggregate Gross Development Cost in excess of c.£1.0 billion and total fees to Sigma of £43.8 million generating attractive returns for Sigma Shareholders.

Over the same period, Sigma’s market capitalisation (on a fully diluted basis and with reference to the last Business Day prior to the commencement of the Offer Period) has grown by 41.6 per cent., while returning £3.6 million to shareholders through dividends.

Amidst increasing institutional capital deployment into UK residential real estate, and particularly strong demand for suburban private single-family rental homes, Sigma is well placed to capitalise on
the PRS market opportunities through its vertically integrated operational and delivery platform. In addition, Sigma has sought to create value for shareholders through relationships with reputable partners such as PRS REIT, Gatehouse Bank, Homes England, various local authorities and most recently EQT Real Estate.

Further, there are significant economies of scale that could be realised with portfolio growth given the PRS sector requires intensive management relative to other property sectors on account of its granular nature. Sigma’s owned, managed and under development property portfolio is predominantly located in the Northern and Central Regions, excluding the EQT JV which is focused on Greater London.

The Independent Sigma Directors believe that Sigma can continue to execute its current strategy by leveraging its strong brand, relationships, and expertise. However, in order to deliver its next phase of growth, Sigma would require consistent access to capital to invest in scale into UK PRS product and further grow the business through forming new housebuilder partnerships, expanding operations into new regional markets and widening its rental product offering. The Independent Sigma Directors believe the Acquisition will accelerate the delivery of these strategic benefits to Sigma’s business at a rate which would be otherwise difficult to achieve as a standalone AIM-listed company.

Based on the Cash Offer of 202.1 pence per Sigma Share, the last one, three and five years’ total shareholder returns (as measured by share price growth and dividends reinvested) are 115.5 per cent. per annum, 17.5 per cent. per annum and 19.0 per cent. per annum respectively on a compound annual growth rate basis. The Independent Sigma Directors believe that crystallising a cash return at this level is in the best interests of all Sigma Shareholders.

Ian Sutcliffe, Graham Barnet, Michael McGill and Gwynn Thomson have not taken part in the formal appraisal of the Acquisition by the Independent Sigma Directors, or the decision of the Independent Sigma Directors to recommend the Acquisition to Sigma Shareholders, as a result of the conflicts of interest arising from their participation in the Reinvestment and Incentive Arrangements. As a result of these conflicts of interest, Ian Sutcliffe, Graham Barnet, Michael McGill and Gwynn Thomson will not vote on the Ordinary Resolution to be proposed at the General Meeting and will not vote on the resolution to approve the Scheme to be proposed at the Court Meeting. Instead they have each undertaken to be bound by the Scheme.

In considering the recommendation of the Acquisition to Sigma Shareholders, the Independent Sigma Directors have given due consideration to Bidco’s intentions for the business and the impact of the Acquisition on all of Sigma’s stakeholders, including its customers, housebuilder partners, joint venture partners, locations of business of Sigma, management and employees given their importance to Sigma’s future strategy. Further information regarding Bidco’s intentions is set out at paragraph 7 below.

The Independent Sigma Directors welcome Bidco’s confirmation that it does not intend to initiate any material restructurings, headcount reductions or changes in the location of Sigma’s key office(s), operations and places of business. The Independent Sigma Directors also welcome Bidco’s confirmation that, following the Acquisition becoming Effective, the existing contractual and statutory employment rights, including pensions rights, of all Sigma management and employees will be fully safeguarded in accordance with applicable law.

5. Irrevocable undertakings and letters of intent

In total, including the irrevocable undertakings from the Independent Sigma Directors described below, as well as irrevocable undertakings from Management Directors, Bidco has procured irrevocable undertakings to vote (or, where applicable, procure 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 a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of, in aggregate, 39,634,121 Sigma Shares, representing approximately 44.2 per cent. of the existing issued ordinary share capital of Sigma as at the Latest Practicable Date.

The Independent Sigma Directors have irrevocably undertaken to vote (or, where applicable, procure 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 a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of their own beneficial holdings totalling 962,270 Sigma Shares in aggregate, representing approximately 1.1 per cent. of the existing issued ordinary share capital of Sigma as at the Latest Practicable Date. The Management Directors have
irrevocably undertaken to vote (or, where applicable, procure voting, to the extent permitted pursuant to the Takeover Code, applicable law or the Court whose sanction is required for the Scheme) 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 a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of their own beneficial holdings totaling 7,577,094 Sigma Shares in aggregate, representing approximately 8.5 per cent. of the existing issued ordinary share capital of Sigma as at the Latest Practicable Date.

In addition to the irrevocable undertakings from Sigma Directors described above, Bidco has also received irrevocable undertakings to vote (or, where applicable, procure 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 a Takeover Offer, to accept or procure acceptance of such Takeover Offer) from:

- Lombard Odier Asset Management (Europe) Limited;
- J O Hambro Capital Management Limited; and
- AXA Investment Managers UK Limited (which, in the case of AXA Investment Managers UK Limited, would cease to apply in relation to any Sigma Shares it loses discretionary management control over or, in respect of which, it receives instructions from its underlying clients to the contrary of the undertaking described above),

in respect of 19,918,162, 4,950,000 and 6,226,595 Sigma Shares, respectively, representing in aggregate approximately 34.7 per cent. of the existing issued ordinary share capital of Sigma as at the Latest Practicable Date.

These irrevocable undertakings cease to be binding, inter alia, on the earlier of the Long Stop Date and the date on which the Acquisition (whether implemented by way of a Scheme or a Takeover Offer) is withdrawn or lapses in accordance with its terms, save where such lapse or withdrawal is as a result of Bidco exercising its right to implement the Acquisition by way of a Takeover Offer rather than by way of a Scheme or vice versa in accordance with the Takeover Code. Each of these irrevocable undertakings will also cease to be binding if any third party announces a firm intention offer in accordance with Rule 2.7 of the Takeover Code for all of the issued and to be issued ordinary share capital of Sigma and the consideration payable for each Sigma Share under such proposal represents a premium of 10 per cent. or greater to the value of the consideration offered by Bidco.

Bidco has also received non-binding letters of intent from Hargreave Hale Limited (on behalf of Marlborough UK Micro-Cap Growth Fund and Marlborough Nano-Cap Growth Fund) and River and Mercantile Asset Management LLP to vote 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 a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of, in aggregate, 15,060,000 Sigma Shares, representing approximately 16.8 per cent. of the existing issued ordinary share capital of Sigma as at the Latest Practicable Date.

Therefore, Bidco has received irrevocable undertakings and letters of intent in respect of, in aggregate, 54,694,121 Sigma Shares, representing approximately 61.0 per cent. of the existing issued ordinary share capital of Sigma as at the Latest Practicable Date.

Further details of these irrevocable undertakings and letters of intent are set out in paragraph 6 of Part IX of this Document. Copies of the irrevocable undertakings and letters of intent are also available for viewing on Sigma’s website at www.sigmacapital.co.uk/investor-relations/offer-for-the-company and on Bidco’s website at www.pinebridge.com/pinebridge-benson-elliot/firm-offer up to and including the Effective Date or the date on which the Scheme lapses or, is withdrawn, whichever is the earlier.

6. Background to and reasons for the Acquisition

PineBridge Benson Elliot is a pan-European real estate private equity specialist, applying two decades of investment experience, deep market knowledge and in-house operational expertise to generate sustained investment outperformance. The UK-based, FCA-regulated fund manager has c.$3.2 billion of managed equity and holds a diversified real estate portfolio, currently comprised of office, retail, hotel and residential assets in the UK, France, Germany, Italy, Spain, Belgium and Central Europe. Founded in 2005 as Benson Elliot Capital Management LLP, Benson Elliot was
acquired in December 2020 by PineBridge Investments, a private, global asset manager with $133.0 billion in assets under management (as at March 2021).

PineBridge Benson Elliot believes that Sigma is a market-leading vertically integrated PRS delivery and operating platform, which benefits from a leading position in the rapidly growing UK single-family rental market.

Having delivered c.5,400 homes to date, Sigma’s platform has recently entered into new long-term partnerships with housebuilder delivery partners and end investors in the UK, with aspirations to deploy further capital towards new PRS opportunities. Bidco aims to build on this solid foundation, and intends to continue to grow the business and the success already achieved through Sigma’s partnerships with PRS REIT and EQT Real Estate by providing capital backing, investment, strategic support and expertise in Sigma’s target geographic markets. Sigma and Bidco believe that their proposed combination will allow Sigma to expand upon its historical levels of PRS homes delivery.

Over its history, PineBridge Benson Elliot has built a track record of successfully acquiring and scaling real estate investments in Europe in close partnership with talented and driven management teams. PineBridge Benson Elliot believes the Acquisition will bring clear strategic benefits in delivering the shared ambition of developing large scale and high-quality single-family homes at affordable rents in the UK. In particular:

- Sigma’s established UK PRS development and management platform has put Sigma in a strong position to benefit from the opportunity presented by the structural undersupply of quality rental housing in the UK;
- Sigma’s management have expertise in the sector and have demonstrated their ability to identify and deliver on attractive investment opportunities;
- PineBridge Benson Elliot believes that its financial and operational backing could give Sigma greater scale to invest in the growing residential rental market with an enhanced ability to deliver new single-family rental homes; and
- a growth-minded presence in the PRS sector is expected to enable deeper relationships with key homebuilding partners and stakeholders.

PineBridge Benson Elliot is well positioned to enable Sigma to further scale its operations by deploying capital into the growing platform. Consequently, PineBridge Benson Elliot believes that it is a suitable owner of Sigma in the next phase of its growth.

Accordingly, PineBridge Benson Elliot has decided to make the Cash Offer at a price which provides compelling value for the Sigma Shareholders, who will benefit from the certainty of an all-cash offer at a 35.6 per cent. premium to Sigma’s unaffected share price. PineBridge Benson Elliot welcomes the Sigma Directors’ support for the Acquisition and the proposed unanimous recommendation of the Acquisition from the Independent Sigma Directors set out in paragraph 12 below. PineBridge Benson Elliot also welcomes the strong support from Sigma Shareholders in the form of irrevocable undertakings and letters of intent representing, in aggregate, 61.0 per cent. of Sigma’s share capital, details of which are set out in paragraph 5, above.

7. **Strategic plans with regard to the business, directors, management, employees, pensions, research and development and locations of the Sigma Group**

7.1 **Strategic plans and employees**

Bidco holds in high regard the reputation of the Sigma management and staff, Sigma’s leading market position in the PRS sector and the breadth and depth of Sigma’s relationships with broader stakeholders. As a result of its due diligence review and having discussed Sigma’s strategic objectives with the Sigma management team, Bidco intends to support the existing management of Sigma in delivering their current strategy.

Following the completion of the Acquisition, Bidco envisages that Sigma would continue to operate materially in the same way without significant disruption to either the PineBridge Benson Elliot or Sigma businesses. In particular, Bidco wishes to maintain and strengthen Sigma’s key and successful existing relationships with PRS REIT and EQT Real Estate. Going forward, the strategic focus will be on:

- identifying and forward funding new investment opportunities in the PRS sector across the UK, with a key focus on suburban private single-family rental homes;
• providing access to capital, which the Investment Funds would underwrite, in order to forward fund and deliver Sigma’s pipeline of PRS investments and build greater scale over time;
• enhancing Sigma’s sourcing capabilities by leveraging PineBridge Benson Elliot’s extensive investor network and Sigma management’s strong track record;
• establishing new relationships with leading UK housebuilders while continuing to broaden existing partnerships;
• expanding the geographical footprint of the business into new regional markets while delivering on the strong current pipeline; and
• expanding the reach of Sigma’s property management capabilities, including Sigma’s “Simple Life” leasing and tenant management platform.

Bidco places significant value on the expertise and experience of Sigma management in the UK PRS sector, and thus attaches great importance to the continued commitment of Sigma management and employees, and believes that they will benefit from greater opportunities as a result of the Acquisition.

Following the Acquisition, executives of PineBridge Benson Elliot may become directors or employees of the Bidco Group to assist its future development. As the operations of Sigma expand under Bidco ownership, certain business support activities may be developed at the Bidco Group level over time.

The Independent Sigma Directors 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). Following the Acquisition, a limited number of ancillary PLC related functions are expected to be discontinued upon Sigma ceasing to operate as a publicly listed company and Bidco intends to support the Sigma management in the continuous review of their operations to ensure efficiency in the ordinary course of business.

Save as described above, Bidco does not intend to make any material reduction to the headcount, or any material change to the conditions of employment or to the balance of skills and functions, of Sigma’s employees or management. In the event that any individuals do need to be redeployed following Sigma ceasing to be a public company, Bidco confirms they will be treated in a fair and equitable manner consistent with Sigma Group’s culture, policies and practices.

7.2 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 Sigma management and employees will be fully safeguarded in accordance with applicable law.

Sigma and certain of its subsidiaries make contributions to various defined contribution pension schemes on behalf of a number of qualifying employees and Bidco intends that these arrangements would remain in place. Bidco does not intend to make any material changes to the current employer pension contribution arrangements.

No member of the Sigma Group participates in a defined benefit pension scheme.

7.3 Incentivisation arrangements
Following the Scheme becoming Effective, Bidco shall review the wider management, governance and incentive structure for the Sigma Group. Bidco has entered into the Reinvestment and Incentive Arrangements with certain Sigma Directors and management, further details of which are set out in paragraph 12.2 of Part II of this Document.

7.4 Headquarters, locations, fixed assets and research and development
Following the Scheme becoming Effective, Bidco has no plans to undertake any material changes in the locations of Sigma’s places of business. Save as set out in paragraph 7.1 above, Bidco has no plans to change the location or functions of Sigma’s trading headquarters.
in Edinburgh, United Kingdom and London, United Kingdom or Sigma’s registered office in Manchester, United Kingdom.

No changes are envisaged with respect to the redeployment of Sigma’s fixed asset base. Sigma does not currently have a research and development function and Bidco has no plans in this regard.

7.5 Trading facilities
Sigma Shares are currently admitted to trading on AIM. As set out in paragraph 14 of Part II of this Document, it is intended that on or shortly after the Effective Date a request will be made to the London Stock Exchange to cancel trading in Sigma Shares and to de-list Sigma from AIM, following which Sigma would be re-registered as a private limited company.

None of the statements in this paragraph 7 are “post-offer undertakings” for the purposes of Rule 19.5 of the Takeover Code.

8. Sigma Share Plans
Details of the arrangements proposed to be implemented in relation to the Sigma Share Plans in connection with the Acquisition are set out in paragraph 8 of Part II of this Document.

9. Action to be taken by Sigma Shareholders
Details of the approvals being sought at the Court Meeting and the General Meeting and the action to be taken by Sigma Shareholders in respect of the Acquisition and the Scheme are set out in paragraph 19 of Part II of this Document. Please refer also to the instructions printed on the Forms of Proxy which accompany this Document.

Details relating to the cancellation of listing of the Sigma Shares and settlement of the cash consideration offered by Bidco are included in paragraphs 14 and 15 of Part II of this Document.

10. Overseas Shareholders
Overseas Shareholders should refer to Part VII of this Document, which contains important information relevant to such shareholders.

11. United Kingdom taxation
Your attention is drawn to Part VI and Part VII of this Document, which contain a summary of limited aspects of the UK tax treatment of the Scheme. These summaries relate only to the position of certain categories of Sigma Shareholders (as explained further in Part VI and Part VII of this Document), do not constitute tax advice and do not purport to be a complete analysis of all potential UK tax consequences of the Scheme.

You are strongly advised to contact an appropriate independent professional adviser immediately to discuss the tax consequences of the Scheme on your particular circumstances, in particular if you are in any doubt about your own taxation position or you are subject to taxation in a jurisdiction other than the United Kingdom.

12. Recommendation
Ian Sutcliffe (Chairman), Graham Barnet (Chief Executive Officer), Michael McGill (Chief Financial Officer) and Gwynn Thomson (Property Investment Director), are proposed to have an ongoing involvement with Sigma following completion of the Acquisition and are parties to the Reinvestment and Incentive Arrangements described in paragraph 12.2 of Part II of this Document. Accordingly, the Sigma Board has constituted a committee comprised of the Independent Sigma Directors for the purposes of evaluating and deciding whether or not to recommend the Acquisition.

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

Accordingly, the Independent Sigma Directors recommend unanimously that: (a) Independent Scheme Shareholders vote in favour of the Scheme at the Court Meeting; (b) Independent Sigma
Shareholders vote in favour of the Ordinary Resolution to be proposed at the General Meeting; and
(c) Sigma Shareholders vote in favour of the Special Resolution to be proposed at the General
Meeting, as the Independent Sigma Directors who are interested in Sigma Shares have irrevocably
undertaken to do in respect of their own beneficial holdings (and those of their connected persons)
in respect of which they control the voting rights amounting to 962,270 Sigma Shares representing,
in aggregate, approximately 1.1 per cent. of the ordinary share capital of Sigma in issue on the
Latest Practicable Date.

13. Further information
Your attention is drawn to further information contained in Part II, Part III, Part IV and Part IX of this
Document which provides further details concerning the Scheme.

You are advised to read the whole of this Document and not just rely on the summary
information contained in this letter or the Explanatory Statement. Reading this letter or the
Explanatory Statement is not a substitute for reading the whole of this Document.

Yours faithfully,
David Sigsworth OBE
Senior Independent Non-Executive Director
Sigma Capital Group plc
To the holders of Sigma Shares and, for information only, to holders of awards and options under the Sigma Share Plans and persons with information rights

Dear Shareholder,

RECOMMENDED CASH ACQUISITION OF SIGMA CAPITAL GROUP PLC BY SIX BIDCO LTD (A WHOLLY-OWNED INDIRECT SUBSIDIARY OF INVESTMENT FUNDS MANAGED BY PINEBRIDGE BENSON ELLIOT LLP)

1. Introduction

On 11 June 2021, the boards of Bidco and Sigma announced that they had reached agreement on the terms of the Acquisition by Bidco of the entire issued and to be issued share capital of Sigma to be effected by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.

Your attention is drawn to the letter from David Sigsworth OBE, the Senior Independent Non-Executive Director of Sigma, set out in Part I of this Document which forms part of this Explanatory Statement. The letter contains, amongst other things, a unanimous recommendation by the Independent Sigma Directors to Sigma Shareholders to vote in favour of the shareholder resolutions to approve and implement the Scheme which will be proposed at the Court Meeting and the General Meeting and the reasons for that recommendation. The letter also states that the Independent Sigma Directors, who have been so advised by Rothschild & Co as to the financial terms of the Acquisition consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the Independent Sigma Directors, Rothschild & Co has taken into account the commercial assessments of the Independent Sigma Directors.

We have been authorised by the Independent Sigma Directors to write to you to set out the terms of the Acquisition and to provide you with other relevant information. Statements made or referred to in this letter that refer to information concerning the business of Sigma (other than the future plans for the business described in paragraph 7 of Part I of this Document, which reflect the views of the Bidco Directors) reflect the views of the Independent Sigma Directors.

The terms of the Scheme are set out in full in Part IV of this Document. Your attention is also drawn to the Conditions set out in Part III of this Document which must be satisfied or, where applicable, waived in order for the Scheme to become Effective, the information on UK taxation in Part VI to this Document, and the additional information set out in Part IX of this Document. All the information set out in the other parts of this Document also forms part of this Explanatory Statement. Accordingly, you should read this Document in its entirety.

2. Summary of the terms of the Acquisition

Under the terms of the Acquisition and the Cash Offer, which will be subject to the Conditions and further terms set out in Part III of this Document, each Sigma Shareholder will be entitled to receive:

for each Sigma Share: 202.1 pence in cash

The price per Sigma Share under the terms of the Cash Offer represents a premium of approximately:
• 35.6 per cent. to the closing price of 149.0 pence per Sigma Share on 10 June 2021 (being the last Business Day prior to the commencement of the Offer Period);
• 37.1 per cent. to the volume weighted average price of 147.5 pence per Sigma Share for the three months to 10 June 2021 (being the last Business Day prior to the commencement of the Offer Period); and
• 44.9 per cent. to the volume weighted average price of 139.5 pence per Sigma Share for the six months to 10 June 2021 (being the last Business Day prior to the commencement of the Offer Period).

The Acquisition values the entire issued ordinary share capital of Sigma at approximately £188.4 million on a fully diluted basis as at the last Business Day prior to the commencement of the Offer Period.

The Acquisition is proposed to be implemented by means a Court sanctioned scheme of arrangement between Sigma and the Scheme Shareholders under Part 26 of the Companies Act, although Bidco may, with the consent of the Panel, elect to implement the Acquisition by way of a Takeover Offer.

If the Scheme becomes Effective, all of the Scheme Shares will be transferred to Bidco, and Sigma will become a wholly-owned subsidiary of Bidco.

The Sigma Shares will be acquired pursuant to the Acquisition fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and any other interest of any nature whatsoever and together with all rights attaching thereto, including without limitation voting rights and the rights to receive and retain in full all dividends and distributions (if any) announced, declared, made or paid with a record date on or after the Scheme Record Time.

If, on or after the date of this Document and before the Effective Date, any dividend and/or other distribution and/or other return of capital is declared, made or paid or becomes payable in respect of Sigma Shares, Bidco reserves the right to reduce the consideration payable under the terms of the Cash Offer by an amount up to the amount of such dividend and/or distribution and/or return of capital, in which case any reference in this Document to the consideration payable under the Cash Offer will be deemed to be a reference to the consideration as so reduced. Any exercise by Bidco of its rights referred to in this paragraph shall be the subject of an announcement via a Regulatory Information Service and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Acquisition. In such circumstances, Sigma Shareholders would be entitled to retain any such dividend, distribution or other return of capital declared, made or paid or which becomes payable.

3. Background to and reasons for the recommendation by the Independent Sigma Directors

During late 2020, in light of the strategic progress Sigma had made during the year, notwithstanding the COVID-19 crisis, Sigma's Directors decided to review the strategic options and relative benefits of the various routes available to the business to fund its future growth and maximise shareholder value. This decision was driven by a recognition that Sigma requires considerably more capital than is currently available to the business if it is to capitalise fully on the current market opportunity in the UK private rented sector. To date, Sigma has been successful in raising capital, most notably with PRS REIT, EQT Real Estate and Gatehouse Bank. However, the requirements for operational and geographical exclusivity from any new funding partner and the inconsistent flow of capital from any likely short or medium-term provider of JV-style financing or from any on-balance sheet solution in an AIM-listed context, would likely prevent Sigma from both achieving its growth potential and from being able to realise full value for Sigma Shareholders. In light of this and recognising the attractiveness of Sigma as a platform for investors with access to greater capital availability, the Sigma Directors decided to appoint Rothschild & Co to run a private sale process for Sigma in order to maximise value for Sigma's shareholders.

This process attracted participation from multiple well-funded parties and Sigma provided interested parties with access to due diligence information through a virtual data room and a series of management sessions.

Following a period of review, further discussions with its advisers and a thorough evaluation of the proposals received by Sigma, including follow-up discussions with the relevant interested parties, the Independent Sigma Directors believe that the all-cash offer from Bidco represents the most attractive
option for all Sigma Shareholders in terms of value, the form of consideration offered and execution certainty. Discussions with all other interested parties have terminated.

The Independent Sigma Directors believe that the Acquisition is in the best interests of Sigma Shareholders taken as a whole. In reaching this conclusion, the Independent Sigma Directors considered the following in particular:

- the terms of the Acquisition in relation to the value and prospects of Sigma’s business;
- that the all-cash consideration offered by Bidco represents a significant premium to various share price based metrics as set out in paragraph 2 above;
- the impact of the Acquisition on all of Sigma’s stakeholders, including, in particular, its shareholders, customers, housebuilder partners, joint venture partners and Sigma’s employees given their importance to Sigma’s future strategy. In that regard, the Independent Sigma Directors welcome the statements made by Bidco with regard to its future intentions, as set out in paragraph 7 of Part I of this Document; and
- that the Acquisition provides Sigma Shareholders with the opportunity to receive full cash value for their Sigma Shares at an attractive price now.

Sigma is a well-established business with a strong track record, deep market reach and unrivalled relationships in the UK residential sector. Sigma focuses on delivering large-scale, high quality, new housing schemes for the private rented sector and is leading the delivery of private rented housing for families across the UK. Sigma’s business model comprises the following components:

- **Self-funded PRS activities:** Sigma develops, owns, and manages assets on its balance sheet for long-term capital and income returns.

- **Managed PRS activities:** Sigma receives fee income through managing third-party assets (predominantly development and asset management fees) which includes PRS REIT and UK PRS Properties partnerships. Sigma has a c.1.2 per cent. stake in PRS REIT – a closed-ended listed real estate investment trust focused on investing in single family rental homes across the UK regions. Sigma’s subsidiary, Sigma PRS Management Limited, is Investment Adviser to PRS REIT and through this role Sigma benefits from fee income (administration, development and asset management fees) from sourcing investments and managing the PRS REIT portfolio.

- **Joint venture with EQT:** In September 2020, Sigma launched a joint venture with EQT Real Estate, the real estate platform of global investment firm EQT, to establish a £1 billion portfolio of high quality, new-build homes for private rental in Greater London. Sigma has a 5 per cent. stake in the EQT JV and will also benefit from fee income (administration, development and asset management fees) from sourcing investments and managing the EQT JV portfolio.

Sigma has continued to demonstrate the success of its strategy, growing the number of completed homes from 0 to 4,765 homes over the five year period ended on 31 December 2020 and a further 2,092 underway with an aggregate Gross Development Cost in excess of c.£1.0 billion and total fees to Sigma of £43.8 million generating attractive returns for Sigma Shareholders.

Over the same period, Sigma’s market capitalisation (on a fully diluted basis and with reference to the last Business Day prior to the commencement of the Offer Period) has grown by 41.6 per cent., while returning £3.6 million to shareholders through dividends.

Amidst increasing institutional capital deployment into UK residential real estate, and particularly strong demand for suburban private single-family rental homes, Sigma is well placed to capitalise on the PRS market opportunities through its vertically integrated operational and delivery platform. In addition, Sigma has sought to create value for shareholders through relationships with reputable partners such as PRS REIT, Gatehouse Bank, Homes England, various local authorities and most recently EQT Real Estate.

Further, there are significant economies of scale that could be realised with portfolio growth given the PRS sector requires intensive management relative to other property sectors on account of its granular nature. Sigma’s owned, managed and under development property portfolio is predominantly located in the Northern and Central Regions, excluding the EQT JV which is focused on Greater London.

The Independent Sigma Directors believe that Sigma can continue to execute its current strategy by leveraging its strong brand, relationships, and expertise. However, in order to deliver its next phase
of growth, Sigma would require consistent access to capital to invest in scale into UK PRS product and further grow the business through forming new housebuilder partnerships, expanding operations into new regional markets and widening its rental product offering. The Independent Sigma Directors believe the Acquisition will accelerate the delivery of these strategic benefits to Sigma’s business at a rate which would be otherwise difficult to achieve as a standalone AIM-listed company.

Based on the Cash Offer of 202.1 pence per Sigma Share, the last one, three and five years’ total shareholder returns (as measured by share price growth and dividends reinvested) are 115.5 per cent. per annum, 17.5 per cent. per annum and 19.0 per cent. per annum respectively on a compound annual growth rate basis. The Independent Sigma Directors believe that crystallising a cash return at this level is in the best interests of all Sigma Shareholders.

Ian Sutcliffe, Graham Barnet, Michael McGill and Gwynn Thomson have not taken part in the formal appraisal of the Acquisition by the Independent Sigma Directors, or the decision of the Independent Sigma Directors to recommend the Acquisition to Sigma Shareholders, as a result of the conflicts of interest arising from their participation in the Reinvestment and Incentive Arrangements. As a result of these conflicts of interest, Ian Sutcliffe, Graham Barnet, Michael McGill and Gwynn Thomson will not vote on the Ordinary Resolution to be proposed at the General Meeting and will not vote on the resolution to approve the Scheme to be proposed at the Court Meeting. Instead they have each undertaken to be bound by the Scheme.

In considering the recommendation of the Acquisition to Sigma Shareholders, the Independent Sigma Directors have given due consideration to Bidco’s intentions for the business and the impact of the Acquisition on all of Sigma’s stakeholders, including its customers, housebuilder partners, joint venture partners, locations of business of Sigma, management and employees given their importance to Sigma’s future strategy. Further information regarding Bidco’s intentions is set out in paragraph 7 of Part I of this Document.

The Independent Sigma Directors welcome Bidco’s confirmation that it does not intend to initiate any material restructurings, headcount reductions or changes in the location of Sigma’s key office(s), operations and places of business. The Independent Sigma Directors also welcome Bidco’s confirmation that, following the Acquisition becoming Effective, the existing contractual and statutory employment rights, including pensions rights, of all Sigma management and employees will be fully safeguarded in accordance with applicable law.

4. Information relating to Sigma

Sigma is a PRS, residential development, and urban regeneration specialist, with offices in Edinburgh, Manchester and London. Sigma’s principal focus is on the delivery of large scale housing schemes for the private rented sector. Sigma has a well-established track record in assisting with property related regeneration projects in the public sector, acting as a bridge between the public and private sectors.

Sigma has created an unrivalled PRS platform, which sources sites and brings together construction resource to develop them, enabling Sigma to deliver an integrated solution to partners. As well as sourcing sites and managing all stages of the planning and development process, Sigma also manages the rental of completed homes through its award-winning rental brand, ‘Simple Life’.

Sigma’s subsidiary, Sigma PRS Management Limited, is Investment Adviser to PRS REIT. In September 2020, Sigma launched a joint venture with EQT Real Estate, the real estate platform of global investment firm EQT to establish a £1 billion portfolio of high quality, new-build homes for private rental in Greater London.

Sigma is a public limited liability holding company incorporated in England and is listed on AIM, the London Stock Exchange’s international market for smaller growing companies. As at 10 June 2021, being the last Business Day prior to the commencement of the Offer Period, Sigma had a market capitalisation of £137.6 million (on a fully diluted basis). For more information please visit www.sigmacapital.co.uk/about/.

5. Information relating to Bidco and PineBridge Benson Elliot

Bidco is a limited company registered in England and Wales and was incorporated on 31 May 2021. Bidco was formed for the purposes of the Acquisition and is a wholly-owned indirect subsidiary of investment funds managed by PineBridge Benson Elliot. Bidco has not traded since its date of incorporation, nor has it entered into any obligations other than in connection with the Acquisition.
PineBridge Benson Elliot is a pan-European real estate private equity specialist, applying two decades of investment experience, deep market knowledge and in-house operational expertise to generate sustained investment outperformance. The UK-based, FCA-regulated fund manager has c.$3.2 billion of managed equity and holds a diversified real estate portfolio, currently comprised of office, retail, hotel and residential assets in the UK, France, Germany, Italy, Spain, Belgium and Central Europe.

Founded in 2005 as Benson Elliot Capital Management LLP, Benson Elliot was acquired in December 2020 by PineBridge Investments, a private, global asset manager with $133.0 billion in assets under management (as at March 2021). For more information please visit please visit www.pinebridge.com/en-uk/institution/capabilities/alternatives/pinebridge-benson-elliot.

6. Financial effects of the Acquisition on Bidco

Following the Scheme becoming Effective, Sigma will become an investment subsidiary of Bidco held as part of its investment portfolio. Bidco’s balance sheet will reflect the fair value of the Sigma Group from the Effective Date. The fair value will thus be reflected in Bidco’s earnings and assets and liabilities.

7. Financing of the Acquisition

The cash consideration payable by Bidco pursuant to the Acquisition will be financed by a combination of direct and/or indirect capital contributions to Bidco from investment funds managed by PineBridge Benson Elliot. In connection with the financing of Bidco, the Investment Funds have entered into an Equity Commitment Letter with Bidco.

Evercore, 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 Sigma Shareholders under the terms of the Acquisition.

8. Sigma Share Plans

Sigma operates two share plans for its employees under which options have been granted to acquire Sigma Shares. In addition, a standalone unapproved share option award to acquire Sigma Shares was granted to the Non Executive Chairman, Ian Sutcliffe, on 5 May 2020, since as Non-Executive Chairman Mr Sutcliffe was not eligible to be granted share options under the employee schemes.

Participants in the Sigma Share Plans will be contacted regarding the effect of the Acquisition on their rights, and appropriate proposals will be made to such participants in separate letters to be sent as a joint communication from Bidco and Sigma on or around the date of this Document.

All Sigma Shares issued prior to the Scheme Record Time pursuant to the valid exercise of options under the Sigma Share Plans will be subject to the terms of the Scheme in the same way as Sigma Shares held by other Scheme Shareholders at that time. An amendment to the Articles of Association of Sigma will be put forward for approval at the General Meeting by Sigma Shareholders to provide that any Sigma Shares issued following the Scheme Record Time in satisfaction of the exercise of share options will be immediately acquired by Bidco for consideration equal to the consideration per Sigma Share to which such persons would have been entitled had such Sigma Shares been Scheme Shares held by Scheme Shareholders.

Sigma intends to offer a cashless exercise facility for options granted under the Sigma Share Plans whereby participants may direct that the amount due to them under the Cash Offer in respect of the Sigma Shares they acquire on exercise of their share options is paid to Sigma, which will be authorised to deduct the exercise price and any income tax and employee national insurance contributions due, with the participants receiving the net amount. The liability to pay any employer national insurance contributions arising on the exercise of options under the Sigma Share Plans in connection with the Acquisition will not be transferred to the participants.

Options granted under the Sigma Share Plans which would not otherwise become exercisable prior to the Scheme being sanctioned by the Court will (in consequence of the Acquisition and in accordance with the participants’ contractual rights under the Sigma Share Plans) be exercisable in full and participants will be invited to exercise their share options, with such exercise taking effect following the sanctioning of the Scheme by the Court, conditional on the Scheme becoming Effective. The Remuneration Committee of Sigma has determined that the standalone unapproved share option award granted to the Non-Executive Chairman on 5 May 2020 shall vest in the same manner as if these options had been granted under the Sigma Unapproved Share Option Scheme, adopted by the
Sigma Board on 23 November 2010. The Sigma Shares that the participant acquires on such exercise will be subject to the terms of the Scheme. Any options under the Sigma Share Plans not exercised on or prior to the date on which the Court sanctions the Scheme will lapse if the Scheme becomes Effective.

9. The Sigma Directors and the effect of the Scheme on their interests

Details of the interests of the Sigma Directors in the existing issued ordinary share capital of Sigma, and share option awards in respect of such share capital, are set out in Part IX of this Document. Scheme Shares held by Sigma Directors at the Scheme Record Time will be subject to the Scheme on the same terms as will apply to other Scheme Shareholders.

Those Sigma Directors who hold Sigma Shares have irrevocably undertaken to vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting in respect of their own beneficial holdings of Sigma Shares (or those Sigma Shares over which they have control, in each case to the extent they are permitted to do so by the Takeover Code, law or the Court whose sanction is required for the Scheme). These irrevocable undertakings also extend to any Sigma Shares acquired by the Sigma Directors as a result of the vesting of awards or the exercise of options under the Sigma Share Plans. Further details of these irrevocable undertakings are set out in paragraph 5 of Part I and in paragraph 6 of Part IX of this Document.

Particulars of the service agreements and letters of appointment (including termination provisions) of the Sigma Directors are set out in paragraph 7 of Part IX of this Document.

It is expected that, upon completion of the Acquisition, each of the non-executive directors of Sigma, other than Ian Sutcliffe, will resign from their office as a director of Sigma.

In common with the other participants in the Sigma Share Plans, the Sigma Directors who hold options over Sigma Shares will be able to receive Sigma Shares pursuant to such options to the extent that such options vest and are exercised. Further information regarding the Sigma Share Plans and the vesting of share options is set out in paragraph 8 above.

Save as set out above and in relation to the Reinvestment and Incentive Arrangements described in paragraph 12.2 below, the effect of the Scheme on the interests of Sigma Directors does not differ from its effect on the like interests of any other Sigma Shareholder.

10. Description of the Scheme and the Meetings

10.1 The Scheme

The Acquisition is to be implemented by means of a Court sanctioned scheme of arrangement between Sigma and the Scheme Shareholders under Part 26 of the Companies Act. This procedure requires approval by Scheme Shareholders voting at the Court Meeting and Sigma Shareholders voting at the General Meeting (in each case, to the extent permitted pursuant to the Takeover Code, applicable law or the Court whose sanction is required) and sanction of the Scheme by the Court. The Scheme is set out in full in Part IV of this Document.

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 Sigma. This is to be achieved by transferring the Scheme Shares held by Scheme Shareholders as at the Scheme Record Time to Bidco, in consideration for which Bidco will pay cash on the basis set out in paragraph 2 this Part II. Sigma Shares held by or on behalf of the Bidco Group are excluded from the Scheme.

10.2 The Meetings

The Scheme will require the approval of Scheme Shareholders voting at the Court Meeting and Sigma Shareholders voting at the General Meeting (in each case, to the extent permitted pursuant to the Takeover Code, applicable law or the Court whose sanction is required), both of which will be held on 23 July 2021 at Sigma’s office located at 18 Alva Street, Edinburgh, Scotland EH2 4QG. The Court Meeting is being held with the permission of the Court to seek the approval of eligible Scheme Shareholders for the Scheme. The General Meeting is being convened to seek the approval of eligible Sigma Shareholders to enable the Sigma Directors to implement the Scheme and to amend the Articles of Association as described in paragraph 10.3 below. Please read the important information below regarding the impact of COVID-19 restrictions on physical attendance at the Meetings, the submission of proxy votes and how to participate in the Meetings via the Virtual Meeting Platform.
Notices of both the Court Meeting and the General Meeting are set out in Part XI and Part XII respectively of this Document. Entitlement to attend and vote at these Meetings and the number of votes which may be cast thereat will be determined by reference to the register of members of Sigma at the Voting Record Time.

All references in this Document to “attend” and “vote” or “attending” and “voting” in the context of the Meetings include remote attendance via the Virtual Meeting Platform and voting by proxy or remotely via the Virtual meeting Platform respectively.

Due to the limited capacity of the meeting venue and in light of the COVID-19 restrictions in place at the date of this Document, and which may be in place on the date of the Meetings, and in the interests of the health and safety of our directors and shareholders, Sigma Shareholders and Independent Scheme Shareholders (including their duly appointed proxies and/or corporate representatives) are strongly discouraged from attending the Court Meeting or the General Meeting in person.

Scheme Shareholders and Sigma Shareholders can remotely attend, ask questions, submit written questions and/or raise any objections (in the case of the Court Meeting) and vote at the Court Meeting or the General Meeting in each case via the Virtual Meeting Platform, as described in the opening pages of this Document, the Virtual Meeting Guide and in the notices of the Court Meeting and the General Meeting (see Parts XI and XII respectively of this Document).

Although access to the meetings will be available from 9:45 a.m. on 23 July 2021, voting functionality will not be enabled until the Chair of the relevant meeting declares the poll open. Scheme Shareholders and Sigma Shareholders will be permitted to ask questions and submit written questions (via the Virtual Meeting Platform) during the course of the relevant Meeting. Scheme Shareholders can use the same function to raise any written objections they may have to the Scheme at the Court Meeting. Sigma Shareholders and Scheme Shareholders may also submit questions to be considered at the relevant meeting at any time up to 48 hours before the relevant Meeting by emailing investor-relations@sigmacapital.co.uk. The Chair of the relevant Meeting will ensure that all such questions and/or any objections (in the case of the Court Meeting) relating to the formal business of the Meeting are addressed during the Meeting, unless no response is required to be provided under the Companies Act 2006 or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the relevant Meeting.

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

Any Sigma Shares which Bidco may acquire prior to the Court Meeting or the General Meeting (and any Sigma Shares which any member of the Bidco Group its nominees holds at the date of the Court Meeting or the General Meeting) are not Scheme Shares and therefore no member of the Bidco Group (or its nominees) is entitled to vote at the Court Meeting in respect of the Sigma Shares held or acquired by it and will not exercise the voting rights attaching to such Sigma Shares at the General Meeting.

(a) Court Meeting

The Court Meeting has been convened with the permission of the Court for 10:00 a.m. on 23 July 2021 for Independent Scheme Shareholders on the register of members of Sigma as at the Voting Record Time to consider and, if thought fit, approve the Scheme.

At the Court Meeting, voting will be by poll and each Scheme Shareholder present either in person or remotely (via the Virtual Meeting Platform) or by proxy will be entitled to one vote for each Scheme Share held as at the Voting Record Time. The approval required at the Court Meeting is a majority in number of those Scheme Shareholders present and voting (and entitled to vote) in person, remotely or by proxy, representing not less than 75 per cent. in value of the Scheme Shares voted by such Scheme Shareholders.

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 representation of opinion of Scheme Shareholders. Whether or not you intend to remotely attend
and/or vote at the Meeting, you are therefore strongly advised to sign and return your BLUE Form of Proxy by post or transmit a proxy appointment and voting instruction (electronically, online or through CREST) for the Court Meeting as soon as possible. The completion and return of the Forms of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online through CREST or by any other procedure described in this Document) will not prevent you from attending, asking questions, submitting written questions and/or raising any objections (in the case of the Court Meeting) and voting at the Court Meeting or the General Meeting if you are entitled to and wish to do so.

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:00 a.m. on 21 July 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:15 a.m. on 21 July 2021 using one of the methods listed above, it will be invalid.

(b) General Meeting

In addition, the General Meeting has been convened for the same date (to be held immediately after the Court Meeting) to consider and, if thought fit, pass the Special Resolution to:

(i) authorise the Sigma Directors to take all such actions as are necessary or appropriate for implementing the Scheme; and

(ii) amend the Articles of Association in the manner described in paragraph 10.3 of this Part II, below,

and to pass the Ordinary Resolution to approve the Reinvestment and Incentive Arrangements for the purposes of Rule 16 of the Takeover Code.

Voting at the General Meeting will be by poll and each Sigma Shareholder present in person, remotely or by proxy will be entitled to one vote for each Sigma Share held as at the Voting Record Time. The approval required for the Ordinary Resolution to be passed is more than 50 per cent. of the votes cast on such Resolution (in person, remotely or by proxy). The approval required for the Special Resolution to be passed is not less than 75 per cent. of the votes cast on such Resolution (in person, remotely or by proxy).

The Special Resolution and the Ordinary Resolution to be proposed at the General Meeting are expressly stated to be inter-conditional and so both Resolutions must be duly passed by the requisite majorities in order for the Resolutions to take effect.

Sigma will announce the details of the votes at each Meeting as required under the Takeover Code through a Regulatory Information Service as soon as practicable after the conclusion of the Meetings and, in any event, by no later than 8.00 a.m. on the Business Day following the Meetings.

(c) Scheme Court Hearing

Under the Companies Act 2006, the Scheme requires the sanction of the Court. The hearing by the Court to sanction the Scheme is currently expected to be held following the Meetings on a date which is no more than 14 days after the satisfaction of Conditions 2(a) and 2(b) set out in Part III of this Document.

The Scheme shall lapse if:

(i) the Court Meeting and the General Meeting are not held by 14 August 2021 (or such later date as may be agreed between Bidco and Sigma);

(ii) the Scheme Court Hearing is not held by the 22nd day after the expected date of such hearing, which is expected to be following the Meetings and no later than 14 days following the satisfaction of Conditions 2(a) and 2(b) set out in Part III of this Document (or such later date as may be agreed between Bidco and Sigma); or
the Scheme does not become Effective by the Long Stop Date, provided however that the deadlines for the timing of the Court Meeting, the General Meeting and the Scheme Court Hearing as set out above may be waived by Bidco, and the deadline for the Scheme to become Effective may be extended by agreement between Bidco and Sigma (with the Panel's consent and as the Court may approve (if such approval or approvals is or are required)).

The Scheme Court Hearing is expected to be held at The Royal Courts of Justice, The Rolls Buildings, Fetter Lane, London, EC4A 1NL. Scheme Shareholders are entitled to attend the Scheme Court Hearing, should they wish to do so, in person or represented by counsel. Due to COVID-19 Restrictions (and other relevant guidance) in place at this time, attendance at the Scheme Court Hearing is expected to be virtual and by electronic means only.

Following sanction of the Scheme by the Court, 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 presently expected to occur two Business Days after the date of the Scheme Court Hearing, subject to satisfaction (or, where applicable, waiver) of the Conditions.

Sigma and/or Bidco will make an announcement through a Regulatory Information Service as soon as practicable following the Scheme becoming Effective.

Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended or voted in favour of, or against, the Scheme at the Court Meeting or in favour of, or against, or abstained from voting on either of the Resolutions at the General Meeting.

If the Scheme does not become Effective by the Long Stop Date, the Scheme will never become Effective.

10.3 Amendments to the Articles of Association

It is proposed, in the Special Resolution, to amend Sigma's Articles of Association to ensure that any Sigma Shares issued or transferred out of treasury under the Sigma Share Plans or otherwise between the time at which the Special Resolution is passed and the Scheme Record Time will be subject to the Scheme. It is also proposed to amend Sigma's Articles of Association so that any Sigma Shares issued or transferred out of treasury 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 (other than terms as to timing and formalities). This will avoid any person (other than Bidco or its nominee(s)) being left with Sigma Shares after the Scheme becomes Effective.

The Special Resolution is set out in the notice of General Meeting in Part XII of this Document.

10.4 Approval of Reinvestment and Incentive Arrangements

The Ordinary Resolution is to be proposed at the General Meeting for the purposes of approving the Reinvestment and Incentive Arrangements in accordance with the requirements of Rule 16.2 of the Takeover Code. The Ordinary Resolution must be passed by Independent Sigma Shareholders, excluding those members of the Wider Management Team who are registered holders of Sigma Shares. The Ordinary Resolution is set out in the notice of General Meeting in Part XII of this Document.

10.5 Entitlement to vote at the Meetings

Each eligible Sigma Shareholder who is entered in Sigma's register of members at the Voting Record Time (expected to be 6.00pm on 21 July 2021) will be entitled to attend (either in person or remotely via the Virtual Meeting Platform) and vote (either in person or remotely via the Virtual Meeting Platform or by proxy) on all resolutions to be put to the General Meeting and Court Meeting respectively. If either Meeting is adjourned, only those eligible Sigma Shareholders on the register of members at 6.00pm on the day which is two Business Days before the adjourned Meeting will be entitled to attend (either in person or remotely via the
Virtual Meeting Platform) and vote (either in person or remotely via the Virtual Meeting Platform or by proxy). Each eligible Sigma Shareholder is entitled to appoint a proxy or proxies to attend and, on a poll, to vote (in each case, either in person or remotely via the Virtual Meeting Platform), instead of him or her. A proxy need not be a Sigma Shareholder.

The completion and return of the Forms of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online, through CREST or by any other procedure described in this Document) will not prevent you from attending, asking questions, submitting written questions and/or raising any objections (in the case of the Court Meeting) and voting at the Court Meeting or the General Meeting if you are entitled and wish to do so.

If you are in any doubt as to whether or not you are permitted to vote at the Meetings (either in person or remotely via the Virtual Meeting Platform or by appointing a proxy), please call Link Group on 0371 664 0321. For questions regarding the Virtual Meeting Platform, please call Link Group on 0371 277 1020. 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 helplines are open between 9.00am – 5.30pm Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Further information on the actions to be taken in relation to the Meetings is set out in paragraph 19 of this Part II.

10.6 Modifications to the Scheme

The Scheme contains a provision for Sigma 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 Scheme Shareholders unless Scheme Shareholders were informed of any such modification, addition or condition. It would be for the Court to decide, in its discretion, whether or not a further meeting of Scheme Shareholders should be held in those circumstances for the purpose of approving any such modification, addition or condition.

11. Conditions to the Acquisition

The Acquisition and, accordingly, the Scheme is subject to a number of Conditions set out in full in Part III of this Document, including:

(a) approval of the resolution proposed at the Court Meeting (or any adjournment thereof) by the required majority of eligible Scheme Shareholders;

(b) approval of the Resolutions necessary to implement the Scheme by the required majorities of eligible Sigma Shareholders voting at the General Meeting;

(c) the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Sigma and Bidco); and

(d) the delivery of a copy of the Court Order to the Registrar of Companies.

The Meetings and the nature of the approvals required to be given at them are described in more detail in paragraph 10 of this Part II. All Sigma Shareholders are entitled to attend the Scheme Court Hearing in person or though counsel to support or oppose the sanctioning of the Scheme. Due to COVID-19 restrictions and other relevant guidance in place at this time, and which may be in place at the relevant time, attendance at the Scheme Court Hearing is expected to be virtual and by electronic means only.

The Scheme can become Effective only if all Conditions to the Scheme, including shareholder approvals and the sanction of the Court, have been satisfied (unless, where applicable, the relevant Condition is waived). The Scheme will become Effective upon a copy of the Court Order being delivered to the Registrar of Companies. This is expected to occur in the third quarter of 2021. Unless the Scheme becomes Effective by the Long Stop Date the Scheme will not become Effective and the Acquisition will not proceed.

Bidco has reserved the right (with the consent of the Panel) to implement the Acquisition by way of a Takeover Offer, in which case additional documents will be required to be sent to Sigma
Shareholders. In such even, the Takeover Offer will (unless otherwise agreed) be implemented on the same terms (subject to appropriate amendments, including an acceptance condition set at 90 per cent. of the shares to which such Takeover Offer relates or such other percentage as Bidco may, with the consent of the Panel (if required) decide) as those which would apply to the Scheme.

12. **Offer-related arrangements**

12.1 **Confidentiality Agreement**

PineBridge Benson Elliot and Sigma have entered into a Confidentiality Agreement dated 26 February 2021 (as amended by a letter of amendment dated 16 March 2021), pursuant to which PineBridge Benson Elliot has undertaken, amongst other things, to: (i) keep confidential information relating to the proposed Acquisition and not to disclose it to third parties (other than certain permitted parties) unless required by law, by a court of competent jurisdiction or by the rules of any stock exchange (including AIM) or by any government or regulatory or taxation body or authority; and (ii) use the confidential information only for the purpose of evaluating and negotiating the terms of the Acquisition. These confidentiality obligations will remain in force until the earlier of completion of the Acquisition or 26 February 2023.

12.2 **Reinvestment and Incentive Arrangements**

Bidco believes in the importance of the ongoing participation of Sigma’s management team in its continued growth, due to their knowledge of Sigma’s business and their relationship with key customers, suppliers, Sigma’s employees and other stakeholders. Accordingly, pursuant to the terms of the Investment Agreement and related documentation, Bidco has agreed the Reinvestment and Incentive Arrangements with the Wider Management Team, which will govern how such individuals will hold their investment in Bidco’s parent undertaking, Topco, following the Effective Date. Certain of the Wider Management Team (the “Rollover Managers”) shall reinvest (either directly or by procuring investment by a family trust or equivalent entity) between 30-44 per cent. of their net proceeds of the Cash Offer received by them in subscription for securities in Topco. The interest of the Rollover Managers in Topco will rank **pari passu** with that of PineBridge Benson Elliot’s investment vehicle (the “Investor”). The Rollover Managers will initially hold around a 2.4 per cent. interest in Topco through this arrangement. In addition, all the members of the Wider Management Team (other than Ian Sutcliffe) (the “Initial Sweet Equity Managers”) shall subscribe for shares in the form of “sweet equity”, which is to represent 10 per cent. of the value delivered on a future exit once the holders of ordinary equity securities in Topco have received a 10 per cent. annual return (the “Sweet Equity Pot”).

The combination of these two forms of participation, including the levels of participation being proposed, is common in public to private transactions and more generally in private equity owned businesses. The management incentivisation provided by such arrangements is viewed as an effective means of aligning the interests of management and shareholders.

More detail on the proposed arrangements is as follows.

- The Rollover Managers will subscribe for A2 Ordinary Shares in Topco and Loan Notes in Topco, and will be required to invest on the same terms and in the same proportions as the Investor, who will subscribe for A1 Ordinary Shares and Loan Notes in Topco. The Rollover Managers will also have certain rights of pre-emption such that they can choose to invest alongside the Investor and its affiliates on any future investment into Topco (subject to customary exceptions).

- The Loan Notes will accrue interest of 10 per cent. compounding annually, to be paid on redemption. The Rollover Managers’ Loan Notes will rank **pari passu** with the Investor’s Loan Notes.

- The Rollover Managers’ A2 Ordinary Shares and Loan Notes will be subject to a put option, under which the Investor will be the obligor (the “Put Option”). The Put Option is exercisable by a Rollover Manager in respect of 50 per cent. of their A2 Ordinary Shares and Loan Notes after five years from investment, or in respect of 100 per cent. of their A2 Ordinary Shares and Loan Notes after seven years from investment.

- The Initial Sweet Equity Managers will subscribe for B Ordinary Shares in Topco. Because the B Ordinary Shares are not stapled to the Loan Notes in the way the
A Ordinary Shares are, they sit behind the 10 per cent. accruing on the Loan Notes subscribed by the holders of A Ordinary Shares. The B Ordinary Shares as a class will be entitled to a ring-fenced 10 per cent. of the ordinary equity value.

- 80 per cent. of the Sweet Equity Pot will be allocated to the Initial Sweet Equity Managers and 20 per cent. will be reserved for additional awards for the Initial Sweet Equity Managers and/or for future joiners to the management team.

- As is typical, aside from the Put Option, the primary trigger for the Rollover Managers and Initial Sweet Equity Managers realising value from their investment is through an exit for value, i.e. future flotation, sale or equivalent of Topco.

- Customary leaver provisions will apply to the Wider Management Team in relation to the Reinvestment and Incentive Arrangements, and with particular relevance to the Sweet Equity Pot. Any Initial Sweet Equity Manager who leaves the PineBridge Benson Elliot group may be required to sell a proportion of their B Ordinary Shares, with the proportion and price calculated according to leaver classification (with vesting over five years applicable in certain cases). The Put Option will fall away for any Rollover Manager who becomes a ‘bad leaver’.

- Customary restrictions on transfer, pre-emption rights and majority drag and tag provisions will apply in respect of the transfer of A Ordinary Shares, Loan Notes and B Ordinary Shares.

- The executive management team participating in the Reinvestment and Incentive Arrangements will be subject to ongoing restrictions preventing them being involved in a competing enterprise whilst they hold A Ordinary Shares, Loan Notes or B Ordinary Shares.

The Rollover Managers (other than Ian Sutcliffe, given his non-executive role) will give certain warranties including warranties as to the accuracy of certain information provided to Topco, that those Rollover Managers are not interested in a competitive business and that those Rollover Managers have capacity to enter into the Reinvestment and Incentive Arrangements.

Rule 16 of the Takeover Code provides that, except with the consent of the Panel, an offeror or persons acting in concert with it may not make any arrangements with shareholders, and may not deal or enter into arrangements to deal in shares of an offeree company, or enter into arrangements which involve acceptance of an offer, either during an offer or when one is reasonably in contemplation, if there are favourable conditions attached which are not being extended to all shareholders.

In relation to the Reinvestment and Incentive Arrangements, the Panel has agreed to allow the Reinvestment and Incentive Arrangements to be entered into on the terms thereof and subject to the Conditions notwithstanding the fact that the opportunity to participate in such arrangements is not being extended to all Sigma Shareholders. For the purposes of Rule 16.2 of the Takeover Code, Rothschild & Co has confirmed to the Independent Sigma Directors that, in its opinion, the terms of the Reinvestment and Incentive Arrangements are fair and reasonable. In providing its opinion, Rothschild & Co has taken into account the commercial assessments of the Independent Sigma Directors. In accordance with the requirements of Rules 16.2(c) and (d) of the Takeover Code, those members of the Wider Management Team who are registered holders of Sigma Shares will not be permitted to vote on the Ordinary Resolution to be proposed at the General Meeting, and the shareholder vote on that Ordinary Resolution will be conducted on a poll.

13. Property valuation report

This Document contains a valuation report in respect of the Sigma Group’s property portfolio as at 11 June 2021 reported on in accordance with Rule 29 of the Takeover Code. The Sigma Group’s property portfolio was independently valued at £19,550,000 as at 11 June 2021 as set out in CBRE’s valuation report contained in Part VIII of this Document. A summary analysis of the portfolio valuation is set out below:
As at 11 June 2021

Development properties, comprising: £15,100,000
- Plough Hill, Snowy Close, Nuneaton
- Lock Lane, Partington

Investment properties, comprising: £4,450,000
- Marham Park and Cargo Lane, Bury St Edmunds
- Wool Road, Bury St Edmunds

Total £19,550,000

In the event that the Sigma Group’s property portfolio was to be sold at the valuations contained in the valuation report set out in Part VIII of this Document and summarised above, any gains realised on such disposals may be subject to taxation in the UK. The Sigma Directors estimate for the purposes of Rule 29.6 of the Takeover Code that the potential tax liability which would arise on the proceeds of such disposals is approximately £200,000. The Sigma Directors do not expect the aforementioned liability to tax to crystallise in connection with the Acquisition.

The Sigma Directors confirm for the purposes of Rule 29.5 of the Takeover Code that CBRE has confirmed to Sigma in writing that as at the date of this Document an updated valuation of the above property portfolio would not be materially different from the valuation as at 11 June 2021 stated above.

14. Cancellation of listing of Sigma Shares

The last day of dealings in, and registration of transfers of, Sigma Shares on AIM is expected to be the Business Day immediately after the Scheme Court Hearing, following with Sigma Shares will be suspended from AIM on the next Business Day thereafter.

It is intended that prior to the Effective Date, an application will be made to the London Stock Exchange for Sigma Shares to cease to be admitted to trading on AIM, to take effect on or shortly following 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 Sigma, delivered up to Sigma, or to any person appointed by Sigma to receive the same.

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

15. Settlement

Subject to the Acquisition becoming Effective (and except as provided in Part VIII of this Document in relation to certain Overseas Shareholders), settlement of the consideration to which any Sigma Shareholder on the register of members as at the Scheme Record Time is entitled under the Scheme will be effected in the following manner:

15.1 Sigma Shares held in uncertificated form (that is, in CREST)

Where, at the Scheme Record Time, a Scheme Shareholder holds Sigma Shares in uncertificated form, the cash consideration to which such Scheme Shareholder is entitled under the terms of the Scheme will be transferred to such person through CREST by Bidco instructing or procuring the instruction of Euroclear to create an assured payment obligation in favour of the appropriate CREST account through which the Scheme Shareholder holds such uncertificated Sigma Shares in respect of the cash consideration due to them not later than the 14th day following the Effective Date.

As from the Scheme Record Time, each holding of Sigma Shares credited to any stock account in CREST will be disabled and all Sigma Shares will be removed from CREST in due course.

Subject to the terms of the Scheme, Bidco reserves the right to pay all, or any of, the cash consideration referred to above to all or any Scheme Shareholder(s) who hold Sigma Shares in
uncertificated form in the manner referred to in paragraph 15.2 below if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this paragraph 15.1.

15.2 **Sigma Shares held in certificated form**

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

(a) by first class post, by cheque drawn on a branch of a UK clearing bank; or
(b) by such other method as may be approved by the Panel.

All such cash payments will be made in sterling and drawn on a United Kingdom clearing bank. Payments made by cheque will be payable to the Scheme Shareholder(s) concerned and the encashment of any such cheque shall be a complete discharge of Bidco's obligation under the Scheme to pay the monies represented thereby. Bidco shall despatch or procure the despatch of cheques within 14 days of the Effective Date to the person entitled thereto at the address as appearing in the register of members of Sigma at the Scheme Record Time or in accordance with any special standing instructions regarding communications (except that, in the case of joint holders, Bidco reserves the right to make such cheques payable to the joint holder whose name stands first in the register of members of Sigma in respect of such holding at the Scheme Record Time). None of Sigma, Bidco, any nominee(s) of Sigma or 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 or persons entitled thereto.

If any Scheme Shareholders have not encashed their cheques within six months of the Effective Date, Bidco and Sigma shall procure that the cash consideration due to such Scheme Shareholders under the Scheme shall be held by the Receiving Agent in a designated UK bank account for a period of at least 12 years from the Effective Date solely for the purpose of satisfying payment obligations under the Scheme, and such Scheme Shareholders may claim the consideration due to them by written notice to Sigma or the Receiving Agent in a form and with such evidence which Sigma determines evidences their entitlement to such consideration at any time during the period of 12 years from the Effective Date.

15.3 **General**

All documents and remittances sent to Sigma Shareholders 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 Sigma delivered up to Sigma or to any person appointed by Sigma to receive the same.

In accordance with the Scheme, as from the Scheme Record Time, Sigma shall procure that each holding of Scheme Shares credited to any stock account in CREST shall be disabled. With effect from, or as soon as practicable after, the Effective Date, Sigma shall procure that Euroclear is instructed to cancel or transfer the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form. Following cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Sigma shall procure that such entitlements to Scheme Shares are rematerialised.

Subject to the completion of the relevant forms of transfer or other instruments or instructions of transfer as may be required in accordance with the Scheme and the payment of any UK stamp duty thereon, Sigma shall make or procure to be made, the appropriate entries in its register of members to reflect the transfer of the Scheme Shares to Bidco and/or its nominee(s).

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 of any lien, right of set-off, counterclaim or other analogous right to which Bidco might otherwise be, or claim to be, entitled against such Sigma Shareholder.

All mandates and other instructions given to Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.
15.4 **Sigma Share Plans**

In the case of Scheme Shares issued or transferred pursuant to the Sigma Share Plans after the Scheme Court Hearing and prior to the Scheme Record Time, the cash consideration due under the Scheme in respect of those Scheme Shares will be settled by such method as shall be determined by Sigma (including, not limited to, procuring that payments are made through payroll as soon as practicable subject to the deduction of applicable income taxes and social security contributions).

15.5 **Dividends**

Please refer to paragraph 2 of this Part II for further information on dividends.

16. **United Kingdom taxation**

Your attention is drawn to Part VI and Part VII of this Document, which contain a summary of limited aspects of the UK tax treatment of the Scheme. These summaries relate only to the position of certain categories of Sigma Shareholders (as explained further in Part VI and Part VII of this Document), do not constitute tax advice and do not purport to be a complete analysis of all potential UK tax consequences of the Scheme.

You are strongly advised to contact an appropriate independent professional adviser immediately to discuss the tax consequences of the Scheme on your particular circumstances, in particular if you are in any doubt about your own taxation position or you are subject to taxation in a jurisdiction other than the United Kingdom.

17. **Overseas holders**

Overseas Shareholders should refer to Part VII of this Document which contains important information relevant to such Overseas Shareholders.

18. **Further information**

The terms of the Scheme are set out in full in Part IV of this Document. Financial and ratings information is set out in Part V of this Document. Further information regarding Sigma and Bidco is set out in Part IX of this Document. Documents published and available for inspection are listed in section 17 of Part IX of this Document.

19. **Actions to be taken**

**Sending Forms of Proxy by post**

Sigma Shareholders will receive a BLUE Form of Proxy for the Court Meeting and a YELLOW Form of Proxy for the General Meeting. Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them to Link Group, the Company’s Registrar, by post to Link Group – PXS 1, 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL so as to be received as soon as possible and in any event not later than the relevant times set out below:

BLUE Forms of Proxy for the Court Meeting 10:00 a.m. on 21 July 2021

YELLOW Forms of Proxy for the General Meeting 10:15 a.m. on 21 July 2021

or, if in either case the Meeting is adjourned, the relevant Form of Proxy should be received not later than 48 hours (excluding any part of such 48 hours period falling on a day that is not a working day) before the time fixed for the adjourned Meeting.

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:00 a.m. on 21 July 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid, in the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:15 a.m. on 21 July 2021 using one of the methods listed above, it will be invalid.

**Online appointment of proxies**

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by logging on to the following website: www.signashares.co.uk and following the instructions therein. For an electronic proxy appointment to be valid, the appointment must be
received by Link Group not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the relevant Meeting or any adjournment thereof. In the case of the Court Meeting only, if the electronic proxy appointment is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid. Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

Electronic appointment of proxies through CREST

If you hold Sigma Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting or the General Meeting (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 (please also refer to the accompanying notes to the notices of the Meetings set out in Part XI and Part XII of this Document). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any 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 the specifications of Euroclear and must contain the information required for such instructions described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Link Group (ID: RA10) not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the relevant Meeting or any adjournment thereof. 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 Group are able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. In the case of the Court Meeting only, if the CREST proxy appointment or instruction is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid.

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 any voting service provider(s), to procure that his/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 further information on the logistics of submitting messages in CREST, 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.

Sigma may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

The importance of voting at the Meetings

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 representation of opinion of eligible Scheme Shareholders. Whether or not you intend to attend and/or vote at the Meeting you are therefore strongly advised to sign and return your BLUE Form of Proxy by post or transmit a proxy appointment and voting instruction (electronically, online or through CREST) for the Court Meeting as soon as possible. The completion and return of the Forms of Proxy by post (or transmission of a proxy appointment or voting instruction online, through CREST or by any other procedure described in this Document) will not prevent an eligible Scheme Shareholder from attending, asking questions, submitting written questions and/or raising any objections (in the case of the Court Meeting) and voting at the Court Meeting or the General Meeting if you are entitled to and wish to do so.

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If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:00 a.m. on 21 July 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid. In the case of the General Meeting, if the YELLOW Form of Proxy for the General Meeting is not lodged by 10:15 a.m. on 21 July 2021 using one of the methods listed above, it will be invalid.

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 the Forms of Proxy or to submit your proxies electronically or online, please call Link Group on 0371 664 0321. For questions regarding the Virtual Meeting Platform, please call Link Group on 0371 227 1020. 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 helplines are open between 9.00am – 5.30pm, Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. Link Group staff can explain the options available to you, which forms you need to fill in and how to fill them in correctly.

You are advised to read the whole of this Document and not just rely on the information contained in this Explanatory Statement. Reading this Explanatory Statement is not a substitute for reading the whole of this Document.

Yours faithfully,

Peter Everest
Managing Director
For and on behalf of N.M. Rothschild & Sons Limited
PART III

CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND TO THE ACQUISITION

PART A: CONDITIONS TO THE SCHEME AND ACQUISITION

1. Long Stop Date
The Acquisition is conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Takeover Code, by no later than 11.59 p.m. on the Long Stop Date or such later date (if any) as Bidco and Sigma may, with the consent of the Panel, agree and (if required) the Court may allow.

Scheme approval

2. The Scheme is conditional upon:
   (a) (i) its approval by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders who are on the register of members of Sigma (or the relevant class or classes thereof, if applicable) at the Voting Record Time, present and voting (and entitled to vote), 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, (ii) such Court Meeting and any separate class meeting which may be required by the Court being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date as may, with the consent of the Panel, be agreed between Bidco and Sigma (and that the Court may approve if so required)); and
   (b) (i) the Resolutions being duly passed at the General Meeting (or any adjournment thereof) and (ii) such General Meeting being held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Document in due course (or such later date as may, with the consent of the Panel, be agreed between Bidco and Sigma (and that the Court may approve if so required)); and
   (c) the sanction of the Scheme by the Court with or without modification (but subject to any such modification being acceptable to Bidco and Sigma) on or before the 22nd day after the expected date of the Scheme Court Hearing to be set out in the Scheme Document in due course (or such later date as may, with the consent of the Panel, be agreed between Bidco and Sigma (and that the Court may approve if so required)) and the delivery of the office copy of the Scheme Court Order to the Registrar of Companies for registration.

3. General Conditions
In addition, the Acquisition is conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless such Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

Certain matters arising as a result of any arrangement, agreement etc.
   (a) except as Disclosed, there being no provision of any agreement, arrangement, licence, lease, franchise, permit or other instrument to which any member of the Wider Sigma Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject or any event or circumstance, which in consequence of the Scheme, the Acquisition or the proposed acquisition by any member of the Wider Bidco Group of any shares or other securities in Sigma or because of a change in the control or management of any member of the Wider Sigma Group or otherwise, would or might reasonably be expected to result in, to an extent which is material in the context of the Wider Sigma Group as a whole or in the context of the Acquisition:
      (i) any monies borrowed by or any other indebtedness (actual or contingent, including without limitation, guarantees, letters of credit and hedging contracts) of, or grant available to any such member of the Wider Sigma Group, being or becoming repayable or capable of being declared repayable immediately or prior to its or their stated maturity date or repayment date or the ability of any such member to borrow monies or incur any
indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;

(ii) any such agreement, arrangement, licence, lease, franchise, permit or other instrument or the rights, liabilities, obligations or interests of any such member of the Wider Sigma Group thereunder being terminated or adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;

(iii) any assets or interests of any member of the Wider Sigma Group being or failing to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged;

(iv) the creation or enforcement of any mortgage, charge, encumbrance or other security interest over the whole or any part of the business, property or assets of any member of the Wider Sigma Group or any such mortgage, charge, encumbrance or other security interest (whenever created, arising or having arisen) becoming enforceable;

(v) the rights, liabilities, obligations or interests of any member of the Wider Sigma Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any such member with any other person or body or firm or company (or any arrangement or agreement relating to any such interests or business) being or becoming capable of being terminated, adversely modified or affected;

(vi) the business, assets, value of, or the financial or trading position, profits or prospects of, any member of the Wider Sigma Group being prejudiced or adversely affected;

(vii) any assets or interests of, or any asset the use of which is enjoyed by, any member of the Wider Sigma Group being or failing to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Wider Sigma Group;

(viii) any member of the Wider Sigma Group ceasing to be able to carry on business under any name under which it presently does so; or

(ix) the creation or acceleration of any liability, actual or contingent, by any member of the Wider Sigma Group (including any tax liability or any obligation to obtain or acquire any authorisation, notice, waiver, concession, agreement or exemption from any government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution, self-regulatory authority, or any other body or person whatsoever in any jurisdiction (each a “Third Party” and together the “Third Parties”) or any other person), excluding trade creditors and other liabilities incurred in the ordinary course of business,

and no event having occurred which, under any provision of any such agreement, arrangement, licence, permit, lease, franchise or other instrument to which any member of the Wider Sigma Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would result in any of the events or circumstances as are referred to in Conditions 3(a)(i) to (ix);

Other Third Party clearances

(b) except as Disclosed, no Third Party having given notice of a decision to take, institute, implement or threaten in writing any action, proceeding, suit, investigation, enquiry or reference (and not having withdrawn that notice), or having required any action to be taken or otherwise having done anything, or having enacted, made or proposed any statute, regulation, decision, order or change to published practice (and in each case, not having withdrawn the same) and there not continuing to be any outstanding statute, regulation, decision or order which would or might reasonably be expected to:

(i) require, prevent or delay the divestiture, or alter the terms envisaged for any such divestiture by any member of the Wider Bidco Group or any member of the Wider Sigma 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 part thereof) or to own, control or manage any of their respective assets or properties (or any part thereof) which, in any such case, is material in the context of the Wider Sigma Group or the Wider Bidco Group in either case taken as a whole;
(ii) require, prevent or delay the divestiture by any member of the Wider Bidco Group of any shares or other securities (or the equivalent) in any member of the Wider Sigma Group or the Wider Bidco Group;

(iii) 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 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 Sigma Group or the Wider Bidco Group or to exercise management control over any such member;

(iv) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Bidco Group or of any member of the Wider Sigma Group in a manner which is adverse to and material in the context of the Wider Bidco Group or the Wider Sigma Group, in either case taken as a whole;

(v) make the Scheme, the Acquisition, 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 or management of Sigma void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, delay or otherwise interfere with the same, or impose additional conditions or obligations with respect thereto, or otherwise challenge, impede, interfere or require material amendment of the Scheme, the Acquisition, 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 or management of Sigma;

(vi) other than pursuant to the Acquisition, require any member of the Wider Bidco Group or the Wider Sigma Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Sigma Group or the Wider Bidco Group owned by any third party;

(vii) impose any limitation on the ability of any member of the Wider Sigma Group to conduct, integrate or co-ordinate all or any part of its business with all or any part of the businesses of any other members of the Wider Sigma Group or the Wider Bidco Group which is adverse to and material in the context of the Wider Bidco Group or the Wider Offer Group, in either case taken as a whole; or

(viii) result in any member of the Wider Sigma Group or Wider Bidco 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 any extensions thereof) during which any such Third Party could decide to take, institute, implement or threaten in writing any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Scheme, the Acquisition or the acquisition or proposed acquisition of any Sigma Shares or otherwise intervene having expired, lapsed or been terminated;

(c) all necessary notifications, filings or applications having been made in connection with the Acquisition and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Scheme, the Acquisition, its implementation or the acquisition by any member of the Wider Bidco Group of any shares or other securities in, or control or management of, Sigma and all authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals reasonably deemed necessary or appropriate by Bidco or any member of the Wider Bidco Group for or in respect of the Scheme, the Acquisition, its implementation or the proposed acquisition of any shares or other securities in, or control or management of, Sigma by any member of the Wider Bidco Group having been obtained in terms and in a form satisfactory to Bidco from all appropriate Third Parties or persons with whom any member of the Wider Sigma Group has entered into contractual arrangements 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 Sigma Group remaining in full force and effect and all filings necessary for such purpose have been made and there being no notice or intimation of any intention to revoke or not to renew any of the
same at the time at which the Offer becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;

**Certain events occurring since 30 September 2020**

(d) except as Disclosed, no member of the Wider Sigma Group having, since 30 September 2020:

(i) issued or agreed to issue or authorised or proposed the issue of, additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or securities or convertible securities or transferred, sold or agreed to transfer or sell or authorise or propose the transfer or sale of shares out of treasury (except, where relevant, intra-Sigma Group or for Sigma Shares issued pursuant to the exercise of options or vesting of awards in the ordinary course under the Sigma Share Plans);

(ii) recommended, declared, paid or made or resolved to recommend, declare, pay or make any bonus, dividend or other distribution (whether payable in cash or otherwise) other than dividends (or other distributions whether payable in cash or otherwise) lawfully paid or made intra-Sigma Group;

(iii) save for intra-Sigma Group transactions, implemented, effected, authorised, proposed or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, sub-division, scheme, commitment or acquisitions or disposal of assets or shares or loan capital (or the equivalent thereof) in any undertaking or undertakings in any such case to an extent which is or might reasonably be expected to be material in the context of the Wider Sigma Group taken as a whole or material in the context of the Acquisition;

(iv) save for intra-Sigma Group transactions, disposed of, or transferred, mortgaged or charged, or created any security interest over any asset or any right, title or interest in any asset (including shares and trade investments) or authorised, proposed or announced any intention to do so in a manner which is or might reasonably be expected to be material in the context of the Wider Sigma Group taken as a whole or in the context of the Acquisition;

(v) save for intra-Sigma Group transactions entered into the ordinary course of business, entered into, implemented or authorised the entry into, any joint venture, asset or profit sharing arrangement, partnership or merger of business or corporate entities, in each case, to an extent which is material in the context of the Wider Sigma Group taken as whole or in the context of the Acquisition;

(vi) made any alteration to its memorandum or articles of association or other incorporation documents (other than in connection with the Scheme);

(vii) save for intra-Sigma Group transactions, made, authorised, proposed or announced an intention to propose any change in its loan capital;

(viii) save for intra-Sigma Group transactions in the ordinary course, issued, authorised or proposed or announced an intention to authorise or propose the issue of any debentures, or any change in or to the terms of any debentures or become subject to any contingent liability or incurred or increased any indebtedness which is or might reasonably be expected to be material in the context of the Wider Sigma Group taken as a whole or in the context of the Acquisition;

(ix) 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 of the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital;

(x) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, 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 might reasonably be expected to be restrictive on the businesses of any member of the Wider Sigma Group or the Wider Bidco Group or which involves or could involve an obligation of such a nature or magnitude or which is
other than in the ordinary course of business and which is material in the context of the Wider Sigma Group taken as a whole;

(xii) entered into or materially varied the terms of, or made any offer (which remains open for acceptance) to enter into or materially vary the terms of any contract, service agreement, commitment or arrangement with any director or, except for salary increases or bonuses in the ordinary course for any senior executive of Sigma, other than as agreed by the Panel and Bidco;

(xii) (other than in respect of a member of the Wider Sigma Group which is dormant and was solvent at the relevant time) taken or proposed any steps, corporate action or had any legal proceedings started or threatened against it in relation to the suspension of payments, a moratorium of indebtedness, 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 or equivalent steps or proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;

(xiii) been unable, or admitted in writing that it is unable, to pay its debts when they fall due or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;

(xiv) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Sigma Group or the Wider Bidco Group other than to a nature and extent which is normal in the context of the business concerned;

(xv) terminated or varied the terms of any agreement or arrangement between any member of the Wider Sigma Group and any other person in a manner which would or might reasonably be expected to be materially adverse to the Wider Sigma Group taken as a whole or is material in the context of the Acquisition;

(xvi) waived, compromised or settled any material claim or regulatory proceeding (whether actual or threatened) by or against any member of the Wider Sigma Group otherwise than in the ordinary course of business;

(xvii) made, proposed or agreed or consented to or procured any change to, or the custodian or trustee of any scheme having made a change to (to an extent which would or might reasonably be expected to be materially adverse to the Wider Sigma Group taken as a whole or to be material in the context of the Acquisition):

(A) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Sigma Group for its directors, employees, former employees or their dependents;

(B) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;

(C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or

(D) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made;

(xviii) carried out any act:

(A) which would or could reasonably be expected to lead to the commencement of the winding up of any pension scheme(s) established by any member of the Wider Sigma Group for its directors, former directors, employees, former employees or their dependants;

(B) which would or might reasonably be expected to create a material debt owed by an employer to any such plan; or

(C) which would or might reasonably be expected to accelerate any obligation on any employer to fund or pay additional contributions to any such plan;
(xix) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme, retention scheme or other benefit (including compensation) relating to the employment or termination of employment of any person employed by the Wider Sigma Group other than in accordance with the terms of the Acquisition or, if required by the Takeover Code, as agreed by the Panel and/or Bidco; or

(xx) entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition; or

(xxi) other than with the consent of Bidco, having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Sigma Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code,

and, for the purposes of paragraphs (i) to (v) (inclusive), (vii) and (viii) of this Condition, the term “Sigma Group” shall mean Sigma and its wholly-owned subsidiaries;

No material adverse change, litigation, regulatory enquiry or similar

(e) except as Disclosed, since 30 September 2020, in each case to an extent which is or might reasonably be expected to be material in the context of the Wider Sigma Group taken as whole, or material in the context of the Acquisition:

(i) no adverse change or deterioration having occurred, and no circumstance having arisen which would or might reasonably be expected to result in any adverse change or deterioration, in the business, assets, financial or trading position or profits or prospects of any member of the Wider Sigma Group;

(ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Sigma Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no investigation or other regulatory proceedings by any Third Party against or in respect of any member of the Wider Sigma Group having been instituted, announced or threatened by or against or remaining outstanding in respect of any member of the Wider Sigma Group;

(iii) no enquiry, review or investigation by (or complaint or reference to) any Third Party or other investigative body having been threatened, announced, instituted or remaining outstanding by, against or in respect of any member of the Wider Sigma Group;

(iv) no contingent or other liability having arisen or become apparent or increased which affects, or which would be reasonably likely to affect, adversely the business, assets, financial or trading position or profits or prospects of any member of the Wider Sigma Group;

(v) no steps having been taken, and no omissions having been made, which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Sigma Group which is necessary for the proper carrying on of its business; and

(vi) no member of the Wider Sigma Group having conducted its business in material breach of any applicable laws and regulations;

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

(f) except as Disclosed, Bidco not having discovered, in each case to an extent which is or might reasonably be expected to be material in the context of the Wider Sigma Group taken as a whole, or material in the context of the Acquisition:

(i) that any financial, business or other information concerning the Wider Sigma Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Sigma Group is misleading, contains a misrepresentation of fact or omits to state a fact necessary to make that information not misleading;

(ii) that any member of the Wider Sigma Group is subject to any liability (contingent or otherwise) which is not disclosed in the 2020 Sigma Annual Report;
(iii) that any past or present member of the Wider Sigma Group has failed to comply in any material respect with any applicable legislation, regulations or other requirements of any jurisdiction or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human health or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any liability including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Wider Sigma Group;

(iv) that there is or is reasonably likely to be any obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters currently or previously owned, occupied, operated or made use of or controlled by any past or present member of the Wider Sigma Group (or on its behalf), or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, common law, regulation, notice, circular, Authorisation or order of any Third Party or any other person or body in any jurisdiction or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto;

(v) that circumstances exist (whether as a result of the Acquisition or otherwise) which would be reasonably likely to lead to any Third Party instituting, or whereby any past or present member of the Wider Sigma Group would be likely to be required to institute, an environmental audit or take any other steps which would in any such case be reasonably likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, re-instate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider Sigma Group (or on its behalf) or by any person for which a member of the Wider Sigma Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest; or

(vi) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Sigma Group;

Anti-corruption, sanctions, criminal property, IT

(g) no past or present member, director, officer, employee or agent of the Wider Sigma Group or any person that performs or has performed services (or otherwise acts or has acted) for or on behalf of any such company being or at any time having been engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other anti-corruption legislation applicable to the Wider Sigma Group;

(h) no asset nor any member of the Wider Sigma Group constituting criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition);

(i) no past or present member, director, officer, employee or agent of the Wider Sigma Group or any person that performs or has performed services for or on behalf of any such member, director, officer or employee being or at any time having been engaged in any activity or 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 United States Office of Foreign Assets Control, or HM Treasury & Customs; or

(ii) any government, entity or individual targeted or covered by any of the economic sanctions administered or imposed by the United Nations, the US (including, without limitation, the United States Office of Foreign Assets Control), the United Kingdom, the
European Union (or any of its respective member states) or any other governments or
supranational body or authority in any jurisdiction, save that this shall not apply if and to
the extent that it is or would be unenforceable by reason of breach of any applicable
Blocking Law;

(j) no member of the Wider Sigma Group being or at any time having been engaged in a
transaction which would cause any member of the Wider Bidco Group to be in breach of any
applicable law or regulation on completion of the Acquisition, including the economic
sanctions administered by the United States Office of Foreign Assets Control or HM Treasury
& Customs or any government, entity or individual targeted by any of the economic sanctions
of the United Nations, United States, the United Kingdom or the European Union or any of its
member states or any other governments or supranational body or authority in any jurisdiction,
save that this shall not apply if and to the extent that it is or would be unenforceable by reason
of breach of any applicable Blocking Law; and

(k) no disruption having occurred in the operation of the Wider Sigma Group as a result of issues
relating to information technology or any failure or other substandard performance of any such
information technology (including, without limitation, any information security breach or
unauthorised access of, or unauthorised acts in relation to, any such information technology),
in each case which is material in the context of the Wider Sigma Group.

PART B: CERTAIN FURTHER TERMS

1. Subject to the requirements of the Panel, Bidco reserves the right to waive:

   (a) the deadline set out in Condition 1 in Part A of this Part III, and any of the deadlines set
       out in Condition 2 in Part A of this Part III for the timing of the Court Meeting and the
       General Meeting. If any such deadline is not met, Bidco will make an announcement by
       8.00 a.m. on the Business Day following such deadline confirming whether it has invoked
       or waived the relevant Condition or agreed with Sigma to extend the deadline in relation
to the relevant Condition. In all other respects, Condition 2 in Part A of this Part III cannot
       be waived; and

   (b) in whole or in part, all or any of Conditions 3(a) to (k) (inclusive) in Part A of this Part III.

2. Conditions 3(a) to (k) (inclusive) must be fulfilled or waived by Bidco by no later than 11.59 p.m.
on the date immediately preceding the date of the Scheme Court Hearing, failing which the
Scheme will lapse.

3. Bidco shall be under no obligation to waive (if capable of waiver), to determine to be or remain
satisfied or to treat as satisfied or fulfilled any of the Conditions capable of waiver by a date
earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding
that the other Conditions of 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. If Bidco is required by the Panel to make an offer for Sigma Shares under the provisions of
Rule 9 of the Takeover 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.

5. The Acquisition will lapse if the Acquisition or any matter arising from or relating to the Scheme
or the Acquisition becomes subject to a CMA Phase 2 Reference before the date of the
Scheme Court Hearing.

6. Under Rule 13.5(a) of the Takeover Code, Bidco may not invoke a 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. Conditions 1, 2(a), 2(b) and 2(c) contained in paragraph 2 of Part A above
and, if applicable, any acceptance condition if the Acquisition is implemented by means of an
Offer, are not subject to this provision of the Takeover Code.

7. The Sigma Shares acquired under the Acquisition will be acquired fully paid and free from all
liens, equities, charges, encumbrances, options, rights of pre-emption and any other third
party rights and interests of any nature and together with all rights now or hereafter attaching
or accruing to them, including, without limitation, voting rights and the right to receive and
retain in full all dividends and other distributions (if any) announced, declared, made or paid,
or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made, in each case by reference to a record date falling on or after the Effective Date.

8. If, on or after the date of the 2.7 Announcement but prior to the Effective Date, any dividend and/or other form of capital return or distribution is announced, declared, made or paid or becomes payable in respect of Sigma Shares, Bidco reserves the right to reduce the consideration payable under the terms of the Cash Offer by an amount up to the amount of such dividend and/or distribution and/or return of capital, in which case any reference in this Document to the consideration payable under the Cash Offer will be deemed to a reference to the consideration as so reduced. Any exercise by Bidco of its rights referred to in this paragraph 8 of Part B of Part III shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Scheme. In such circumstances, Sigma Shareholders would be entitled to retain any such dividend, distribution or other return of capital declared, made or paid which becomes payable. If and to the extent that any such dividend, distribution or other return of capital is announced, declared, made or paid or becomes payable and is either: (i) transferred pursuant to the Acquisition on a basis which entitles Bidco to receive the dividend, distribution or other return of capital and to retain it; or (ii) cancelled before payment, the consideration payable under the terms of the Cash Offer shall not be subject to change in accordance with this paragraph 8 of Part B of Part III. Any exercise by Bidco of its rights referred to in this paragraph 8 of Part B of Part III shall not be regarded as constituting any revision or variation of the Acquisition.

9. Fractional entitlements of pence payable to Sigma Shareholders under the Acquisition will be rounded down to the nearest whole number of pence.

10. Bidco reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme (subject to the Panel’s consent). In such event, the Takeover Offer will be implemented on substantially the same terms, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments to reflect, among other things, the change in the method of effecting the Acquisition (including, without limitation: (i) the inclusion of an acceptance condition set at 90 per cent. of the Sigma Shares to which such Takeover Offer relates (or such other percentage as Bidco may, subject to the rules of the Takeover Code and with the consent of the Panel, decide); and (ii) those required by, or deemed appropriate by, Bidco under applicable law). Further, if sufficient acceptances of such Takeover Offer are received and/or sufficient Sigma Shares are otherwise acquired, it is the intention of Bidco to apply the provisions of the Companies Act 2006 to acquire compulsorily any outstanding Sigma Shares to which such offer relates.

11. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.

12. The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction.

13. This Acquisition is governed by English law and is subject to the jurisdiction of the courts of England and Wales and to the Conditions and further terms set out in this Part III. The Acquisition is subject to the applicable requirements of English law, the Takeover Code, the Panel, the AIM Rules, the London Stock Exchange and the FCA.

14. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
PART IV

THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2021-000890

IN THE MATTER OF SIGMA CAPITAL GROUP PLC
and
IN THE MATTER OF THE COMPANIES ACT 2006
SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)
between
SIGMA CAPITAL GROUP PLC
and
THE HOLDERS OF THE SCHEME SHARES
(as hereinafter defined)

PRELIMINARY

(a) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

“Acquisition” the proposed acquisition by Bidco of the entire issued and to be issued share capital of Sigma not already owned by or on behalf of Bidco to be effected by means of the Scheme and, where the context admits, any subsequent revision, variation, extension or renewal thereof;

“Bidco” Six Bidco Ltd, incorporated in England and Wales with registered number 13429823;

“Business Day” a day other than a Saturday, Sunday or a public holiday in England;

“certificated form” or “incertificated form” a share or other security which is not in uncertificated form (that is, not in CREST);

“Companies Act 2006” the Companies Act 2006, as amended from time to time;

“Conditions” the conditions to the Acquisition and to the implementation of the Scheme set out in Part III of this Document;

“Court” the High Court of Justice in England and Wales;

“Court Meeting” the meeting of Independent Scheme Shareholders (or any class or classes thereof) (and any adjournment thereof) convened pursuant to an order of the Court pursuant to section 896 of the Companies Act 2006 for the purpose of considering and, if thought fit, approving (with or without modification) this Scheme;

“Court Order” the order of the Court sanctioning this Scheme under section 899 of the Companies Act 2006;

“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 Regulations” the Uncertificated Securities Regulations 2001 (SI 2001/3755) as transposed into UK law by EUWA and as further amended by secondary legislation made under EUWA from time to time;

“Document” the circular to Sigma Shareholders published by Sigma on 29 June 2021 in connection with this Scheme;

“Effective Date” the date on which this Scheme becomes effective in accordance with its terms;

“Euroclear” Euroclear UK & Ireland Limited (a company incorporated in England and Wales with registered number 02878738, being the operator of CREST);

“EUWA” the European Union (Withdrawal) Act 2018;

“Excluded Shares” (i) any Sigma Shares which are registered in the name of or beneficially owned by Bidco or any of its subsidiary undertakings immediately prior to the Scheme Record Time; and

(ii) any Sigma Shares held in treasury;

“holder” a registered holder and includes any person(s) entitled by transmission;

“Independent Scheme Shareholders” Scheme Shareholders other than, insofar as they are the registered holders of Scheme Shares, the Wider Management Team;

“Latest Practicable Date” close of business on 28 June 2021, being the latest practicable date before publication of the Document;

“Meeting” the Court Meeting and/or the General Meeting, as the case may be;

“Panel” The Panel on Takeovers and Mergers of the United Kingdom, or any successor to it;

“Scheme” this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Sigma and Bidco;

“Scheme Court Hearing” the hearing of the Court at which the Scheme is sanctioned;

“Scheme Record Time” 6:00 p.m. on the Business Day immediately prior to the Effective Date, or such other time as Sigma and Bidco may agree;

“Scheme Shareholders” holders of Scheme Shares;

“Scheme Shares” the Sigma Shares:

(i) in issue at the date of this Scheme;

(ii) (if any) issued after the date of this Scheme and prior to the Voting Record Time; and

(iii) (if any) issued at or after the Voting Record Time and prior to the Scheme Record Time in respect of which the original or any subsequent holder thereof shall be bound by this Scheme or shall by such time have agreed in writing to be bound by this Scheme,

in each case (where the context requires), remaining in issue at the Scheme Record Time but excluding any Excluded Shares at any relevant date or time;

“Sigma” or “Company” Sigma Capital Group plc, a company incorporated in England and Wales with registered number 03942129;
“Sigma Share Plans” each of: (i) the Sigma Company Share Option Scheme, adopted by the board of directors of Sigma on 6 October 2010; (ii) the Sigma Unapproved Share Option Scheme, adopted by the board of directors of Sigma on 23 November 2010; and (iii) a standalone unapproved option award granted to Ian Sutcliffe, the Non-Executive Chairman, on 5 May 2020, in each case as amended from time to time in accordance with the terms thereof;

“Sigma Shareholders” the holders of Sigma Shares from time to time;

“Sigma Shares” ordinary shares of 1 pence each in the capital of Sigma;

“subsidiary undertaking” has the meaning given in section 1162 of the Companies Act 2006;

“Takeover Code” The City Code on Takeovers and Mergers;

“UK” or “United Kingdom” the United Kingdom of Great Britain and Northern Ireland;

“uncertificated form” or “in uncertificated form” a share or other security 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;

“Voting Record Time” 6:00 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, 6:00 p.m. on the day which is two Business Days before the date of such adjourned Meeting; and

“Wider Management Team” Graham Barnet, Michael McGill, Ian Sutcliffe, Gwynn Thomson, Jack Barnet, Jason Berry, Steven Brewster, Adam Freeland, Michael Scott and Robert Sumner.

(b) As at the Latest Practicable Date, the issued share capital of the Company was £896,586.66 divided into 89,658,666 ordinary shares of 1 pence each, all of which are credited as fully paid up. The Company does not hold any Sigma Shares in treasury.

(c) As at the Latest Practicable Date, 5,900,957 Sigma Shares may be issued on or after the date of this Document to satisfy the exercise of options or vesting of awards pursuant to the Sigma Share Plans.

(d) Bidco was incorporated on 31 May 2021 under the laws of England and Wales as a private company limited by shares.

(e) As at the Latest Practicable Date, Bidco has no beneficial interest in Sigma Shares.

(f) Bidco has agreed, subject to the satisfaction or (where applicable) waiver of the Conditions set out in this Document, to appear by Counsel at the hearing to sanction this Scheme and to undertake to the Court to be bound by the provisions of this Scheme in so far as it relates to Bidco 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.

(g) Each of the Wider Management Team, insofar as he is the registered holder of Scheme Shares, has agreed by way of irrevocable undertaking to consent to, and be bound by, the Scheme.
THE SCHEME

1. Transfer of Scheme Shares

(A) Upon and with effect from the Effective Date, Bidco (and/or its nominee(s)) shall acquire all the Scheme Shares fully paid up with full title guarantee, free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights or interests of any nature, and together with all rights at the Effective Date or thereafter attached thereto, including voting rights and the right to receive and retain all dividends and other distributions (if any) and any return of capital (whether by reduction of share capital or share premium account or otherwise) announced, declared, made or paid in respect of the Scheme Shares by reference to a record date on or after the Effective Date.

(B) For the purposes of such acquisition, the Scheme Shares shall be transferred to Bidco (and/or its nominee(s)) and such transfer shall be effected by means of a form of transfer or other instrument or instruction of transfer, and to give effect to such transfer(s) any person may be appointed by Bidco as attorney and/or agent and shall be authorised as such attorney and/or agent on behalf of the relevant holder of Scheme Shares to execute and deliver as transferor a form of transfer or other instrument of transfer (whether as a deed or otherwise) of, or give any instruction to transfer such Scheme Shares and every form, instrument or instruction of transfer so executed or instruction given shall be as effective as if it had been executed or given by the holder or holders of the Scheme Shares thereby transferred.

(C) Pending the transfer of the Scheme Shares pursuant to Clause 1(A) and Clause 1(B) of this Scheme and the updating of the register of members of the Company to reflect such transfer, each Scheme Shareholder irrevocably:

(i) appoints Bidco (and/or its nominee(s)) as its attorney and/or agent to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any or all rights and privileges (including the right to requisition the convening of a general meeting of the Company or of any class of its shareholders) attaching to its Scheme Shares;

(ii) appoints Bidco (and/or its nominee(s)) and any one or more of its directors or agents to sign on behalf of such Scheme Shareholder any such documents, and do such things, as may in the opinion of Bidco and/or any one or more of its directors or agents be necessary or desirable in connection with the exercise of any votes or any other rights or privileges attaching to its Scheme Shares (including, without limitation, an authority to sign any consent to short notice of any general or separate class meeting of Sigma as attorney or agent for, and on behalf of, such Scheme Shareholder and/or to attend and/or to execute a form of proxy in respect of its Scheme Shares appointing any person nominated by Bidco and/or any one or more of its directors or agents to attend any general and separate class meetings of Sigma (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder’s behalf;

(iii) authorises Sigma 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 Sigma in respect of such Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Scheme Shares into certificated form); and

(iv) such that from the Effective Date, no Scheme Shareholder shall be entitled to exercise any voting rights attached to the Scheme Shares or any other rights or privileges attaching to the Scheme Shares otherwise than in accordance with the directions of Bidco.

2. Consideration for the transfer of Scheme Shares

(A) In consideration for the transfer of the Scheme Shares to Bidco and/or its nominee(s) referred to in Clause 1(A) and Clause 1(B) of this Scheme, Bidco shall, subject as hereinafter provided, pay or procure that there shall be paid to or for the account of each Scheme Shareholder (as appearing on the register of members of Sigma at the Scheme Record Time):
for each Scheme Share 202.1 pence in cash

(B) If prior to the Effective Date, any dividend and/or other distribution and/or other return of capital is announced, declared, made or paid in respect of Sigma Shares, Bidco shall be entitled to reduce the consideration payable for each Scheme Share by an amount up to the amount of such dividend and/or distribution and/or return of capital so announced, declared, made or paid per Scheme Share.

(C) If Bidco exercises the right referred to in Clause 2(B) of this Scheme to reduce the consideration payable for each Scheme Share by all or part of the amount of dividend and/or other distribution and/or other return of capital that has not been paid but is payable by reference to a record date prior to the Effective Date:

(i) the relevant Scheme Shareholders shall be entitled to receive and retain that dividend and/or other distribution and/or other return of capital in respect of the Sigma Shares they hold;

(ii) any reference in this Scheme and the Document to the consideration payable under the Scheme shall be deemed a reference to the consideration as so reduced; and

(iii) the exercise of such rights shall not be regarded as constituting any revision or modification of the terms of this Scheme.

(D) To the extent that any such dividend and/or distribution and/or other return of capital is announced, declared, made or paid and it is: (i) transferred pursuant to the Acquisition on a basis which entitles Bidco to receive the dividend and/or distribution and/or return of capital and to retain it; or (ii) cancelled, the consideration shall not be subject to change in accordance with this Clause 2 of this Scheme.

3. Settlement and despatch of consideration

(A) As soon as practicable after the Effective Date, and in any event not more than 14 days after the Effective Date (unless the Panel consents otherwise), Bidco shall:

(i) in the case of the Scheme Shares which at the Scheme Record Time are in certificated form, despatch, or procure the despatch of, cheques for the sums payable to the Scheme Shareholder to the persons entitled thereto in accordance with Clause 2 of this Scheme;

(ii) in the case of the Scheme Shares which at the Scheme Record Time are in uncertificated form, instruct, or procure the instruction of, Euroclear to create an assured payment obligation in respect of the sums payable to the Scheme Shareholder in accordance with the CREST assured payment arrangements, provided that Bidco reserves the right to make payment of the said consideration by cheque as aforesaid in Clause 3(A)(i) of this Scheme if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this Clause 3(A)(ii); and

(iii) in the case of Scheme Shares issued or transferred pursuant to the Sigma Share Plans after the Scheme Court Hearing and prior to the Scheme Record Time, procure that the sums payable in respect of those Scheme Shares are settled by such method as shall be determined by Sigma (including, but not limited to, procuring that payments are made through payroll as soon as practicable subject to the deduction of applicable income taxes and social security contributions).

(B) As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.

(C) 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 addresses as appearing in the register of members of Sigma 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, and none of Sigma, Bidco or their respective agents or nominees shall be responsible for any loss or delay in the transmission of any notices, cheques
or statements of entitlement sent in accordance with this Clause 3(C), which shall be sent at the risk of the person or persons entitled thereto.

(D) All cheques shall be in sterling and drawn on a United Kingdom clearing bank and shall be made payable to the Scheme Shareholder concerned (except that, in the case of joint holders, Bidco reserves the right to make such cheques payable to that one of the joint holders whose name stands first in the register of members of the Company in respect of such holding at the Scheme Record Time), and the encashment of any such cheque shall be a complete discharge of Bidco’s obligation under this Scheme to pay the monies represented thereby. Bidco shall despatch or procure the despatch of cheques within 14 days of the Effective Date unless the Panel consents otherwise.

(E) If any Scheme Shareholders have not encashed the cheques within six months of the Effective Date, Bidco and the Company shall procure that the cash consideration due to such Scheme Shareholders under this Scheme shall be held on trust for such Scheme Shareholders for a period of 12 years from the Effective Date, and such Scheme Shareholders may claim the consideration due to them (plus any interest accrued thereon, but net of any expenses and taxes) by written notice to the Company in a form which the Company determines evidences their entitlement to such consideration at any time during the period of 12 years from the Effective Date.

(F) In respect of payments made through CREST, Bidco shall instruct, or procure the instruction of, Euroclear to create an assured payment obligation in accordance with the CREST assured payment arrangements within 14 days of the Effective Date. The instruction of Euroclear shall be a complete discharge of Bidco’s obligation under this Scheme with reference to the payments made through CREST.

(G) None of Sigma, Bidco or their respective agents or nominees shall be responsible for any loss or delay in the transmission of any notices, cheques or statements of entitlement sent in accordance with this Clause 3, which shall be sent at the risk of the person or persons entitled thereto.

(H) The preceding sub- clauses of this Clause 3 of this Scheme shall take effect subject to any prohibition or condition imposed by law.

4. Certificates in respect of Scheme Shares and cancellation of CREST entitlements with effect from, or as soon as practicable after, the Effective Date

(A) All certificates representing Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and every holder of Scheme Shares shall be bound at the request of Sigma to deliver up the same to Sigma (or any person appointed by Sigma to receive such certificates), or, as it may direct, to destroy the same.

(B) Sigma shall procure that Euroclear is instructed to cancel or transfer the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form.

(C) Following cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Sigma shall procure that such entitlements to Scheme Shares are rematerialised.

(D) And, subject to the completion of such forms of transfer or other instruments or instructions of transfer as may be required in accordance with Clause 1 of this Scheme and the payment of any UK stamp duty chargeable thereon, Sigma shall make or procure to be made, the appropriate entries in its register of members to reflect the transfer of the Scheme Shares to Bidco and/or its nominee(s).

5. Mandates

All mandates and other instructions given to Sigma 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. Operation of this Scheme

(A) This Scheme shall become effective as soon as a copy of the Court Order shall have been delivered to the Registrar of Companies for England and Wales.
(B) Unless this Scheme has become effective on or before 13 December 2021, or such later date, if any, as may be agreed in writing by Bidco and Sigma (with the Panel’s consent and as the Court may approve (if such approval(s) are required)), this Scheme shall never become effective.

7. **Modification**

Sigma and Bidco may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition which the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Takeover Code.

8. **Governing law**

This Scheme is governed by English law and is subject to the exclusive jurisdiction of English courts. The rules of the Takeover Code apply to this Scheme on the basis provided in the Takeover Code.

Dated 29 June 2021
PART V

FINANCIAL AND RATINGS INFORMATION

Part A: Financial information relating to Sigma
The following sets out financial information in respect of Sigma as required by Rule 24.3 of the Takeover Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference pursuant to Rule 24.15 of the Takeover Code:

• the audited accounts of Sigma for the financial period ended 30 September 2020 are set out on pages 96 to 158 (both inclusive) of Sigma's Annual Report and Financial Statements 2020, available from Sigma's website at www.sigmacapital.co.uk/investor-relations/results-reports-presentations/;

• the audited accounts of Sigma for the financial year ended 31 December 2019 are set out on pages 60 to 118 (both inclusive) of Sigma's Annual Report and Financial Statements 2019 available from Sigma’s website at www.sigmacapital.co.uk/investor-relations/results-reports-presentations/; and

• the unaudited accounts of Sigma for the financial half year ended 31 March 2021 are set out on pages 9 to 16 (both inclusive) of Sigma’s Interim Results for the six months ended 31 March 2021 available from Sigma’s website at www.sigmacapital.co.uk/investor-relations/results-reports-presentations/.

Part B: Sigma ratings information
Prior to the commencement of the Offer Period, and as at the date of this Document, no ratings agency has publicly recorded any current rating or outlook for Sigma.

Part C: Financial Information relating to Bidco
Bidco was incorporated on 31 May 2021 for the purpose of carrying out the Acquisition and has not traded or paid any dividends since its date of incorporation. Accordingly, no financial information is available or has been published in respect of it. Bidco has no material assets or liabilities, in each case other than those described in this Document in connection with the Acquisition. Following the Scheme becoming Effective, the earnings, assets and liabilities of Bidco will include the consolidated earnings, assets and liabilities of the Sigma Group on the Effective Date.

Part D: Bidco ratings information
Prior to the commencement of the Offer Period, and as at the date of this Document, no rating agency has publicly recorded any current credit rating or outlook for Bidco.

Part E: No incorporation of website information
Save as expressly referred to herein, neither the content of Sigma’s or Bidco’s websites, nor the content of any website accessible from hyperlinks on Sigma’s or Bidco’s websites is incorporated into, or forms part of, this Document.
 PART VI

UNITED KINGDOM TAXATION

The comments set out below summarise certain limited aspects of the UK tax treatment of certain Sigma Shareholders under the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme. They are based on current UK legislation and current published HMRC practice (which may not be binding on HMRC), in each case as at the Latest Practicable Date, both of which are subject to change, possibly with retrospective effect.

The comments are intended as a general guide and do not deal with certain types of Sigma Shareholder such as charities, trustees, dealers in securities, persons who have or could be treated for tax purposes as having acquired their Sigma Shares by reason of their employment or as carried interest, collective investment schemes, persons subject to UK tax on the remittance basis and insurance companies.

References below to “UK Holders” are to Sigma Shareholders who are resident (and, in the case of individuals, domiciled) for tax purposes in, and only in, the United Kingdom (and to whom split-year treatment does not apply), who hold their Sigma Shares as an investment (other than under a self-invested personal pension plan or individual savings account) and who are the absolute beneficial owners of their Sigma Shares.

Overseas holders of Sigma Shares are referred to Part VII of this Document, which summarises certain UK tax consequences of the Scheme for such holders.

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION OR YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISOR IMMEDIATELY.

UK taxation of chargeable gains

The transfer of Sigma Shares under the Scheme in return for cash should be treated as a disposal of the UK Holder’s Sigma Shares for the purposes of CGT or corporation tax on chargeable gains (as applicable) and therefore may, depending on the UK Holder’s particular circumstances (including the availability of exemptions, reliefs and/or allowable losses), give rise to a liability to UK taxation on chargeable gains or, alternatively, an allowable capital loss.

Individual Sigma Shareholders

Subject to available reliefs or allowances, chargeable gains arising on a disposal of Sigma Shares by an individual UK Holder will be subject to CGT at the rate (for the 2021/2022 tax year) of 10 per cent. or 20 per cent. depending on the individual’s personal circumstances, including the individual’s other taxable income and gains in the relevant tax year.

No indexation allowance will be available to an individual Sigma Shareholder in respect of any disposal of Sigma Shares. The CGT annual exemption may, however, be available to individual UK Holders to offset against chargeable gains realised on the disposal of their Sigma Shares.

Corporate Sigma Shareholders

Subject to available exemptions, reliefs or allowances, chargeable gains arising on a disposal of Sigma Shares by a UK Holder within the charge to UK corporation tax will be subject to UK corporation tax.

For UK Holders within the charge to UK corporation tax, indexation allowance may be available where the Sigma Shares were acquired prior to 31 December 2017 in respect of the period of ownership of the Sigma Shares up to and including 31 December 2017 to reduce any chargeable gain arising (but not to create or increase any allowable loss) on the transfer of their Sigma Shares under the Scheme in return for cash.

UK stamp duty and SDRT

No UK stamp duty or SDRT should generally be payable by Sigma Shareholders on the transfer of theirSigma Shares under the Scheme.
PART VII

ADDITIONAL INFORMATION FOR OVERSEAS SHAREHOLDERS

1. General

This Document has been prepared for the purposes of complying with English law, the Takeover Code, the Market Abuse Regulation, the Disclosure Guidance and Transparency Rules and the AIM Rules 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 the United Kingdom.

The availability of the Acquisition to Sigma Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. It is the responsibility of any person outside the United Kingdom into whose possession this Document comes to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection with the Acquisition, including the obtaining of any governmental, exchange control or other consents which may be required and/or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes or levies due in such jurisdiction.

The release, publication or distribution of this Document in certain jurisdictions may be restricted by law. Persons who are not resident in the United Kingdom or who are subject to the laws of other jurisdictions should inform themselves of, and observe, any applicable requirements. In particular, the ability of persons who are not resident in the United Kingdom to vote their Sigma Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions 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 or liability for the violation of such restrictions by any person.

Unless otherwise determined by Bidco or required by the Takeover Code and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or form within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Document and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Document and all documents relating to the Acquisition (including custodians, nominees and trustees) must observe these restrictions and must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction. Doing so may render invalid any purported vote in respect of the Acquisition.

This Document does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction in which such offer or solicitation is unlawful.

Overseas Shareholders should consult their own legal and tax advisers with respect to the legal and tax consequences of the Scheme.

2. US Sigma Shareholders

US Sigma Shareholders should note that the Scheme relates to the shares of an English company and will be governed by English law. Neither the proxy solicitation rules nor the tender offer rules under the US Exchange Act will apply to the Acquisition and/or to the Scheme. Moreover, the Acquisition and the Scheme will be subject to the disclosure requirements and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements of the US proxy solicitation rules and tender offer rules. Financial information included in this Document has been prepared in accordance with accounting standards applicable in the UK that may not be comparable with the accounting standards applicable to financial statements of US companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States. If Bidco were to elect to implement the Acquisition by way of a Takeover Offer, such Takeover
Offer would be made in compliance with applicable US securities laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder.

In accordance with the Takeover Code and normal UK practice, and pursuant to Rule 14e-5(b) of the US Exchange Act (were the Acquisition to be implemented by Takeover Offer), Bidco or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Sigma outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes effective, lapses or is otherwise withdrawn. If purchases or arrangements to purchase were to be made as contemplated by (a) above, they would occur either in the open market at prevailing prices or in private transactions at negotiated prices, and any information about such purchases or arrangements to purchase would be disclosed as required in the UK, would be reported to a Regulatory Information Service and would be available on the London Stock Exchange website at www.londonstockexchange.com.

The receipt of cash pursuant to the Acquisition by a US Sigma Shareholder of Sigma Shares as consideration for the transfer of its Sigma Shares pursuant to the Scheme will likely be a taxable transaction for US federal income tax purposes and may also be a taxable transaction under applicable state and local tax laws, as well as foreign and other tax laws. Each US Sigma Shareholder is strongly advised to consult an appropriately qualified independent professional tax adviser immediately with respect to the tax consequences of the Scheme applicable to them, including under applicable United States state and local, as well as overseas and other, tax laws.

3. UK taxation of certain Overseas Shareholders

Subject to available exemptions, reliefs or allowances, a Non-UK Holder who holds, or at any time in the period of 2 years ending with the disposal of their Sigma Shares under the Scheme has held, a 25 per cent. investment in the Company (within the meaning of paragraph 9 of Schedule 1A to TCGA 1992), may be subject to CGT (in the case of an individual Non-UK Holder) or UK corporation tax (in the case of a Non-UK Holder who is not an individual) in respect of any chargeable gain arising on the disposal of their Sigma Shares if, at the time of the disposal, at least 75 per cent. of the total market value of the Company’s qualifying assets (within the meaning of paragraph 4 of Schedule 1A to TCGA 1992) derives directly or indirectly from interests in UK land. A Non-UK Holder may also be subject to foreign taxation in respect of the disposal of their Sigma Shares under the Scheme, depending on their personal circumstances.

No UK stamp duty or SDRT should generally be payable by Non-UK Holders on the transfer of their Sigma Shares under the Scheme.

References above to “Non-UK Holders” are to Sigma Shareholders who are not resident for tax purposes in the United Kingdom, have not within the past five years been resident for tax purposes in the United Kingdom and are not carrying on a trade (or profession or vocation) in the United Kingdom.
PART VIII

SIGMA PROPERTY VALUATION REPORT

VALUATION REPORT

In respect of:

- Marham Park (Parcel D), 1-7 and 9 Cargo Lane & 1-8 Wool Road, Bury St Edmunds, IP32 6FS
- Plough Hill, Snowy Close, Nuneaton, CV10
- Land at Lock Lane, Partington, M31

On behalf of:

Sigma Capital Group Plc and N.M. Rothschild & Sons Limited

Date of Valuation: 11 June 2021
Date of Report: 21 June 2021
VALUATION REPORT

Report Date
21 June 2021

Addressee
The Directors
Sigma Capital Group Plc
18 Alva Street
Edinburgh EH2 4Q

(referred to herein as the “Company”)

and

N.M. Rothschild & Sons Limited (“Rothschild”)
New Court
St. Swithin’s Lane
London
EC4N 8AL

(in their capacity as financial adviser to the Company)

The Properties
The properties held by the Company as listed in the Schedule of Properties and Appendix 1 (see below).

Instruction
To value the unencumbered freehold interests in the Properties on the basis of Market Value as at the Valuation Date in accordance with the terms of engagement entered into between CBRE and the addressees dated 11 June 2021

Valuation Date
11 June 2021.

Capacity of Valuer
External Valuer, as defined in the current version of the RICS Valuation – Global Standards.

Purpose
The Valuation has been prepared for a Regulated Purpose as defined in the RICS Valuation – Global Standards [2020 (“Red Book”). We understand that our valuation report and the Appendices to it (together the “Valuation Report”) is required for the purposes of Rule 29 of the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers (the “Takeover Code”) and for inclusion in a scheme document to be issued by the Company pursuant to the terms of the Takeover Code all in relation to a cash offer by Six Bidco Ltd (a wholly-owned indirect subsidiary of investment funds managed by PineBridge Benson Elliot LLP) for the entire issued and to be issued share capital in the Company.
In accordance with the Red Book we have made certain disclosures in connection with this valuation instruction and our relationship with the Company and the Offeror.

**Market Value**

**£19,550,000** (Nineteen Million Five Hundred and Fifty Thousand Pounds) exclusive of VAT, as shown in the Schedule of Properties and Values set out below.

We have valued the Properties individually and no account has been taken of any discount or premium that may be negotiated in the market if all or part of the portfolio was to be marketed simultaneously, either in lots or as a whole.

For the avoidance of doubt, we have valued the Properties as real estate and the values reported herein represent 100% of the market values of the assets. No account has been taken in reporting these market values of the extent of the Company’s interests in the companies holding the subject Properties.

Where a property is owned by way of a joint tenancy in a trust for sale, or through an indirect investment structure, our Valuation represents the relevant apportioned percentage of ownership of the value of the whole property, assuming full management control. Our Valuation does not necessarily represent the value of the interests in the indirect investment structure through which the Property is held.

Our opinion of Market Value is based upon the Scope of Work and Valuation Assumptions attached and has been primarily derived using comparable recent market transactions on arm’s length terms.

There are no negative values to report, as shown in the Schedule of Properties and Values set out below.

**Market Conditions**

**Explanatory Note: Novel Coronavirus (COVID-19)**

The outbreak of COVID-19, declared by the World Health Organisation as a “Global Pandemic” on the 11th March 2020, has and continues to impact many aspects of daily life and the global economy – with some real estate markets having experienced lower levels of transactional activity and liquidity. Travel restrictions have been implemented by many countries and “lockdowns” applied to varying degrees. Whilst restrictions have now been lifted in some cases, local lockdowns may continue to be deployed as necessary and the emergence of significant further outbreaks or “future waves” is possible.

The pandemic and the measures taken to tackle COVID-19 continue to affect economies and real estate markets globally. Nevertheless, as at the valuation date some property markets have started to function again, with transaction volumes and other relevant evidence returning to levels where an adequate quantum of market evidence exists upon which to base opinions of value. Accordingly, and for the avoidance of doubt, our valuation is not reported as being subject to ‘material valuation uncertainty’ as defined by VPS 3 and VPGA 10 of the RICS Valuation – Global Standards.

For the avoidance of doubt this Explanatory Note has been included to ensure transparency and to provide further insight as to the market context under which the valuation opinion was prepared. In recognition of the potential for market conditions to move rapidly in response to changes in the control or future spread of COVID-19 we highlight the importance of the valuation date.
In the case of development valuations, we would draw your attention to the fact that, even in normal market conditions, the residual method of valuation is very sensitive to changes in key inputs, with small changes in variables (such as the timing of the development, finance/construction costs and sales rates) having a disproportionate effect on value. Consequently, in the current extraordinary market conditions – with construction costs increasing, supply and timing issues, fluctuating finance rates, uncertain marketing periods and a lack of recent comparables – it is inevitable that there is even greater uncertainty, with residual values being susceptible to much more variance than normal.

Rental Income

The valuation we have provided reflects the rental income as at the date of valuation, as set out within this report, which you have confirmed to be correct and comprehensive. It also reflects any issues concerning the anticipated cash-flow that you have advised us of, as set out within this report. Given the uncertainties relating to the COVID-19 virus and the current restrictions on business activities, it is likely that there will be significant rental defaults and/or insolvencies leading to voids and a resulting shortfall in rental income. Should this occur, there will be a negative impact on the values of the subject properties. However, we would draw your attention to the fact that the rent collection in the residential markets has been robust when compared to other asset classes. This has been evidenced across the Company’s operational portfolio with no rental defaults of note for the properties which are occupied at Marham Park and Meth.

Development Assets

Properties held for Development or in the Course of Development have been valued on the Residual (Development Appraisal) Method. This is the commonly practised method of valuing development property, whereby the estimated total costs of realising the proposed development (including construction costs, fees and other on-costs, contingencies, costs of finance and developer’s profit) are deducted from the gross development value of the completed project to determine the residual value.

It should be noted that values derived from a Residual Development Appraisal calculation are extremely sensitive to minor changes in any of the inputs. Whilst we have checked the information provided to us against available sources of information and provided for a level of profit which in our opinion reflects the level of risk inherent in the project, unforeseen events such as delays in timing, minor market movements etc. can have a disproportionate effect on the resulting value. Should information which we were not made aware of at the time of the valuation subsequently come to light which changes our view on any of the input variables adopted, then the value reported is subject to change and we reserve the right to amend our valuation figures accordingly.

Report Format

Appendix I of this Valuation Report provides for the Property Details and Market Values of each asset within the subject Portfolio. This Report consists of six pages.

Compliance with Valuation Standards

The Valuation has been prepared in accordance with the version of the RICS Valuation – Global Standards (incorporating the International Valuation Standards) and the UK national supplement (the Red Book) current as at the valuation date.

The Valuations are compliant with Rule 29 of the Takeover Code.
We confirm that we have sufficient current local and national knowledge of the particular property market involved and have the skills and understanding to undertake the Valuation competently.

Where the knowledge and skill requirements of the Red Book have been met in aggregate by more than one valuer within CBRE, we confirm that a list of those valuers has been retained within the working papers, together with confirmation that each named valuer complies with the requirements of the Red Book.

This Valuation is a professional opinion and is expressly not intended to serve as a warranty, assurance or guarantee of any particular value of the subject property. Other valuers may reach different conclusions as to the value of the subject property. This Valuation is for the sole purpose of providing the intended user with the valuer’s independent professional opinion of the value of the subject property as at the Valuation date.

Assumptions

The Property details on which each Valuation is based are as set out in this report. We have made various assumptions as to tenure, letting, taxation, town planning, and the condition and repair of buildings and sites – including ground and groundwater contamination – as set out below.

If any of the information or assumptions on which the Valuation is based are subsequently found to be incorrect, the Valuation figures may also be incorrect and should be reconsidered.

Variation from Standard Assumptions

None.

Verification

We recommend that before any financial transaction is entered into based upon these Valuations, you obtain verification of any third-party information contained within our report and the validity of the assumptions we have adopted.

We would advise you that whilst we have valued the Properties reflecting current market conditions, there are certain risks which may be, or may become, uninsurable. Before undertaking any financial transaction based upon this Valuation, you should satisfy yourselves as to the current insurance cover and the risks that may be involved should an uninsured loss occur.

Market Conditions

The values stated in this report represent our objective opinion of Market Value in accordance with the definition set out above as of the date of valuation. Amongst other things, this assumes that the properties had been properly marketed and that exchange of contracts took place on this date.

Valuer

The Properties have been valued and inspected by a valuer who is qualified for the purpose of the Valuation in accordance with the Red Book.

Independence

The total fees, including the fee for this assignment, earned by CBRE Ltd (or other companies forming part of the same group of companies within the UK) from the Addressee (or other companies forming part of the same group of companies) are less than 5.0% of the total UK revenues.

We confirm that we do not have any material interest in the Company or the Properties.
We do not consider that any conflict of interest arises in us preparing this Valuation Report and the Company has confirmed to us that it also considers this to be the case.

Disclosure

In accordance with the Red Book we make the following disclosures:

We confirm that CBRE Ltd previously valued the dwellings acquired by the Company at Marham Park (Parcel D) formally known as; 1-7 and 9 Cargo Lane, Bury St Edmunds, IP32 6FW and 1-8 Wool Road, Bury St Edmunds, IP32 6FS (formally referred to as Plots 151-155, 164-168, 180-185 during the planning/development phase) on behalf of Lloyds Banking Group for loan security purposes as at 25 March 2021.

We do not consider that this previous involvement represents a conflict of interest and the Company has confirmed the same.

We confirm that neither the valuers named above, nor CBRE have any personal interest in the Company, any of the Properties or the outcome of the valuation.

We confirm that CBRE has no previous involvement with the Offeror which would cause any conflict when undertaking this valuation.

Conflicts of Interest

We confirm that we have had no previous material involvement with the Properties, except for that outlined in section “Disclosure” above, and that copies of our conflict of interest checks have been retained within the working papers.

We have disclosed the relevant facts to you and have received written confirmation that it is in order for us to carry out your valuation instruction.

Responsibility

For the purposes of Rule 29 of the Takeover Code, we are responsible for this Valuation Report and accept responsibility for the information contained in this Valuation Report and confirm that to the best of our knowledge (having taken all reasonable care to ensure such is the case) the information contained in this Valuation Report is in accordance with the facts and this Valuation Report contains no omissions likely to affect its import.

Save for any responsibility arising under Rule 29 of the Takeover Code to any person as and to the extent there provided, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in accordance with this Valuation Report or our statement, required by and given solely for the purposes of complying with the Takeover Code.

Reliance

This Valuation Report is for the use only of the parties to whom it is addressed and the shareholders of the Company for the specific purpose set out herein and no responsibility is accepted to any other party for the whole or any part of its contents save as set out in “Responsibility” above.

No reliance may be placed upon the contents of this Valuation Report by any party for any purpose other than in connection with the Purpose of Valuation.

Publication

Neither the whole nor any part of our Report nor any references to it may be included in any published document, circular or statement nor published in any way without our prior written approval. Any such approved publication of, or reference to the Report will not be permitted unless it contains a sufficient contemporaneous reference to any departure from the Red Book or the
incorporation of any special assumptions referred to above (if applicable). We acknowledge that our Report will be included in the Scheme Document subject to our prior written consent as set out herein.

For the avoidance of doubt and with reference to Paragraph 32 of the CBRE VSTOB, consent to publication shall not be unreasonably withheld where it refers to the Scheme Document. As detailed above, in order to give our consent to publication of our Valuation Report, we will need to see and be content with the Scheme Document including the final versions thereof.

Yours faithfully

Adam Burr MRICS
Director
RICS Registered Valuer

For and on behalf of
CBRE Limited
T: +161 233 5495
E: adam.burr@cbre.com

Jason Hardman MRICS
Executive Director
RICS Registered Valuer

For and on behalf of
CBRE Limited
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# SCHEDULE OF PROPERTIES AND VALUES

## Properties in the Course of Development

<table>
<thead>
<tr>
<th>Address</th>
<th>Tenure</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plough Hill, Snowy Close, Nuneaton, CV10</td>
<td>Freehold</td>
<td>£7,100,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>£7,100,000</strong></td>
</tr>
</tbody>
</table>

In accordance with Note 3 of Rule 29.4 of the Code, please find additional figures relating to the Development assets attached at Appendix I to this report.

## Properties Held for Development

<table>
<thead>
<tr>
<th>Address</th>
<th>Tenure</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land at Lock Lane, Partington, M31 4PL</td>
<td>Freehold</td>
<td>£8,000,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>£8,000,000</strong></td>
</tr>
</tbody>
</table>

In accordance with Note 3 of Rule 29.4 of the Code, please find additional figures relating to the Development assets attached at Appendix I to this report.

## Investment Properties

<table>
<thead>
<tr>
<th>Address</th>
<th>Tenure</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marham Park (Parcel D), 1-7 and 9 Cargo Lane, Bury St Edmunds, IP32 6FW and 1-8 Wool Road, Bury St Edmunds, IP32 6FS</td>
<td>Freehold</td>
<td>£4,450,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>£4,450,000</strong></td>
</tr>
</tbody>
</table>

## Portfolio Total

<table>
<thead>
<tr>
<th>Address</th>
<th>Tenure</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total (net)</strong></td>
<td></td>
<td><strong>£19,550,000</strong></td>
</tr>
</tbody>
</table>
SOURCES OF INFORMATION AND SCOPE OF WORKS

Sources of Information

We have carried out our work based upon information supplied to us by the Company, which we have assumed to be correct and comprehensive.

We have been provided with the following information:

Marham Park, Parcel D

- Copy of unit by unit tenancy schedule to include current rent roll and accommodation overview dated 9 June 2021.
- Floor plans and site plans.
- Sample tenancy agreement.
- Environmental report and Certificate on Title prepared by Shoosmiths LLP (dated 27 June 2019).

Plough Hill, Nuneaton

- Copy of unit by unit tenancy schedule to include current rent roll and accommodation overview dated 9 June 2021.
- Floor plans and site plans.
- Environmental report and Title plans.
- Sample tenancy agreement.
- Certificate on Title prepared by Shoosmiths LLP (dated 12 September 2018)
- Progress Report and forecast development programme prepared by Tetra Tech dated 28 May 2021.
- Copy of Sigma Capital Group Plc’s development cost forecast for the asset (dated May 2021).

Lock Lane, Partington

- Copy of unit by unit tenancy schedule to include accommodation overview.
- Floor plans and site plans.
- Phase 1 & Phase II Geoenvironmental Assessment dated September 2019
- Certificate of Title (CoT) which has been prepared by Dentons (dated 13 January 2021)
- Copy of Sigma Capital Group Plc’s development cost forecast for the asset (dated May 2021)

The Properties

Our report contains a brief summary of the Property details on which our Valuation has been based (as at Appendix 1).

Inspections

The Properties have been internally inspected (Marham Park and Plough Hill) and externally inspected (Lock Lane) as set out below.

<table>
<thead>
<tr>
<th>PROPERTY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marham Park (Parcel D), Bury St Edmund’s</td>
<td>23 March 2021</td>
</tr>
<tr>
<td>Plough Hill, Nuneaton</td>
<td>21 May 2021</td>
</tr>
<tr>
<td>Lock Lane, Partington</td>
<td>25 May 2021</td>
</tr>
</tbody>
</table>
Areas

We have not measured the Properties but have relied upon the floor areas provided to us by Sigma Capital Group Plc, as set out in this report, which we have assumed to be correct and comprehensive. We have been advised that these areas have been calculated using the Net Saleable Area measurement methodology as set out in the RICS Code of measuring practice (6th edition).

We have relied upon the floor areas given in the information provided, which the Company advise us are correct.

Environmental Matters

We have been provided with environmental reports for each of the properties and we do not consider there to be any unduly onerous environmental considerations that would materially impact value. However, CBRE gives no warranty as to the absence of such environmental risks.

We have not carried out any investigations into the past or present uses of the Properties, nor of any neighbouring land, in order to establish whether there is any potential for contamination and have therefore assumed that none exists.

Services and Amenities

We understand that all main services including water, drainage, electricity and telephone are available to the properties. None of the services have been tested by us.

Repair and Condition

We have not carried out building surveys, tested services, made independent site investigations, inspected woodwork, exposed parts of the structure which were covered, unexposed or inaccessible, nor arranged for any investigations to be carried out to determine whether or not any deleterious or hazardous materials or techniques have been used, or are present, in any part of the Properties. We are unable, therefore, to give any assurance that the Properties are free from defect.

Town Planning

We have searched the relevant Planning Department’s planning register and consulted its website and reviewed all pertinent planning documents to include planning decision notices for each site. Information supplied to us by planning officers is given without liability on their part. We cannot, therefore, accept responsibility for incorrect information or for material omissions in the information supplied to us.

Titles, Tenures and Lettings

Details of title/tenure under which the Properties are held and of lettings to which it is subject are as supplied to us. We have not generally examined nor requested or had access to all the deeds, leases or other documents relating thereto. Where information from deeds, leases or other documents is recorded in this report, it represents our understanding of the relevant documents. We should emphasise, however, that the interpretation of the documents of title (including relevant deeds, leases and planning consents) is the responsibility of your legal adviser.

We have not conducted credit enquiries on the financial status of any tenants. We have, however, reflected our general understanding of purchasers’ likely perceptions of the financial status of tenants.
VALUATION ASSUMPTIONS

Introduction

An Assumption is defined in the Red Book Glossary and Appendix 3 to be a “supposition taken to be true” (an “Assumption”).

Assumptions are facts, conditions or situations affecting the subject of, or approach to, a valuation that it has been agreed need not be verified by the valuer as part of the valuation process. Assumptions are made when it is reasonable for the valuer to accept that something is true without the need for specific investigation.

The Company has confirmed and we confirm that our Assumptions are correct as far as the Company and we, respectively, are aware. In the event that any of these Assumptions prove to be incorrect then our valuations should be reviewed. The principal Assumptions which we have made are stated within this Valuation Report.

For the avoidance of doubt, the Assumptions made do not affect compliance with the approach to Market Value under the Red Book.

Capital Values

The Valuation has been prepared on the basis of “Market Value”, which is defined in the Red Book as:

“The estimated amount for which an asset or liability should exchange on the Valuation date between a willing buyer and a willing seller in an arm's-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.”

The valuation represents the figure that would appear in a hypothetical contract of sale at the valuation date. No adjustment has been made to this figure for any expenses of acquisition or realisation - nor for taxation which might arise in the event of a disposal.

No account has been taken of any inter-company leases or arrangements, nor of any mortgages, debentures or other charge.

No account has been taken of the availability or otherwise of capital based Government or European Community grants.

Taxation, Costs and Realisation Costs

As stated above, no allowances have been made for any expenses of realisation nor for taxation which might arise in the event of a disposal.

Our valuations reflect purchasers’ statutory and other normal acquisition costs.

VAT

We have not been advised whether the properties are elected for VAT.

All rents and capital values stated in this report are exclusive of VAT.

Passing Rent

Passing rents quoted in this report are the rents which are currently payable under the terms of the leases. Passing rents exclude service charges and VAT and are prior to deduction of any non-recoverable costs. Passing rents exclude turnover rents, mall incomes and other miscellaneous incomes.

Net Annual Rent

Net annual rent is defined for the purposes of this transaction as “the current income or income estimated by the valuer.”
(i) ignoring any special receipts or deduction arising from the property;
(ii) excluding Value Added Tax and before taxation (including tax on profits and any allowances for interest on capital or loans); and
(iii) after making deductions for superior rents (but not for amortisation), and any disbursements including, if appropriate, expenses of managing the property and allowances to maintain it in a condition to command its rent”.

### Estimated Net Annual Rental Value

The estimated net annual rental value is based on the current rental value of each of the Properties. The rental value reflects the terms of the leases where the Properties, or parts thereof, are let at the date of valuation. Where the Properties, or parts thereof, are vacant at the date of valuation, the rental value reflects the rent we consider would be obtainable on an open market letting as at the date of valuation.

### Rental Values

Unless stated otherwise rental values indicated in our report are those which have been adopted by us as appropriate in assessing the capital value and are not necessarily appropriate for other purposes, nor do they necessarily accord with the definition of Market Rent in the Red Book, which is as follows:

“The estimated amount for which an interest in real property should be leased on the Valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm’s-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.“.

### Lease Expiries

Fixed-term leases frequently incorporate either tenants’ options to extend or tenants’ break clauses; other leases are rolling or indeterminate, subject to stated notice periods. We have been provided with a sample tenancy agreement and note that the operational dwellings are let on Assured Shorthold Tenancy (ASTs) agreement which are the most common form of tenancy in the residential market. They were introduced as part of the Housing Act 1988 and later amended in the Housing Act 1996. ASTs are often six months or longer and can be terminated by either party on expiry of the tenancy. There is no security of tenure provisions for tenants in ASTs. On expiry the landlord is currently able to terminate the tenancy by serving a Section 21 notice on the provision of providing two months’ written notice. If neither party terminates the tenancy agreement on expiry it continues on the same rent and terms until either party determines the tenancy; the notice period is generally 1 month. For the purposes of our valuations, we have been provided with a full tenancy schedule and note that all operational leases are still within the initial term. In summary, we do not consider there to be any onerous lease terms/clauses within the tenancy agreement that would impact on the ability to let the units at the scheme/affect value. However, we recommend that this is verified by your legal advisors.

### The Properties

Where appropriate we have regarded the shop fronts of retail and showroom accommodation as forming an integral part of the building.

Landlord’s fixtures such as lifts, escalators, central heating and other normal service installations have been treated as an integral part of the building and are included within our Valuations.

Process plant and machinery, tenants’ fixtures and specialist trade fittings have been excluded from our Valuations.

All measurements, areas and ages quoted in our report are approximate.
Environmental Matters

In the absence of any information to the contrary, we have assumed that:

a) the Properties are not contaminated and are not adversely affected by any existing or proposed environmental law;
b) any processes which are carried out on the Properties which are regulated by environmental legislation are properly licensed by the appropriate authorities.
c) in England and Wales, the Properties possess current Energy Performance Certificates (EPCs) as required under the Government’s Energy Performance of Buildings Directive – and that they have an energy efficient standard of ‘E’, or better. We would draw your attention to the fact that under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 it became unlawful for landlords to rent out a business premise from 1st April 2018 – unless the site has reached a minimum EPC rating of an ‘E’, or secured a relevant exemption. In Scotland, we have assumed that the Properties possess current Energy Performance Certificates (EPCs) as required under the Scottish Government’s Energy Performance of Buildings (Scotland) Regulations – and that they meet energy standards equivalent to those introduced by the 2002 building regulations. We would draw your attention to the fact the Assessment of Energy Performance of Non-domestic Buildings (Scotland) Regulations 2016 came into force on 1st September 2016. From this date, building owners are required to commission an EPC and Action Plan for sale or new rental of non-domestic buildings bigger than 1,000 sq m that do not meet 2002 building regulations energy standards. Action Plans contain building improvement measures that must be implemented within 3.5 years, subject to certain exemptions; 
d) the Properties are either not subject to flooding risk or, if they are, that sufficient flood defences are in place and that appropriate building insurance could be obtained at a cost that would not materially affect the capital value; and
e) we assume that invasive species such as Japanese Knotweed are not present on the Properties.

High voltage electrical supply equipment may exist within, or in close proximity of, the Properties. The National Radiological Protection Board (NRPB) has advised that there may be a risk, in specified circumstances, to the health of certain categories of people. Public perception may, therefore, affect marketability and future value of the property. Our Valuation reflects our current understanding of the market and we have not made a discount to reflect the presence of this equipment.

Repair and Condition

In the absence of any information to the contrary, we have assumed that:

a) there are no abnormal ground conditions, nor archaeological remains, present which might adversely affect the current or future occupation, development or value of the Properties;
b) the Properties are free from rot, infestation, structural or latent defect;
c) no currently known deleterious or hazardous materials or suspect techniques have been used in the construction of, or subsequent alterations or additions to, the Properties; and
d) the services, and any associated controls or software, are in working order and free from defect.
We have otherwise had regard to the age and apparent general condition of the Properties. Comments made in the property details do not purport to express an opinion about, or advise upon, the condition of uninspected parts and should not be taken as making an implied representation or statement about such parts.

Unless stated otherwise within this report, and in the absence of any information to the contrary, we have assumed that:

a) the Properties possess a good and marketable title free from any onerous or hampering restrictions or conditions;

b) the buildings have been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;

c) the properties are not adversely affected by town planning or road proposals;

d) the buildings comply with all statutory and local authority requirements including building, fire and health and safety regulations, and that a fire risk assessment and emergency plan are in place;

e) only minor or inconsequential costs will be incurred if any modifications or alterations are necessary in order for occupiers of the properties to comply with the provisions of the Disability Discrimination Act 1995 (in Northern Ireland) or the Equality Act 2010 (in the rest of the UK);

f) all rent reviews are upward only and are to be assessed by reference to full current market rents;

g) there are no tenant’s improvements that will materially affect our opinion of the rent that would be obtained on review or renewal;

h) tenants will meet their obligations under their leases, and are responsible for insurance, payment of business rates, and all repairs, whether directly or by means of a service charge;

i) there are no user restrictions or other restrictive covenants in leases which would adversely affect value;

j) where more than 50% of the floorspace of the Properties are in residential use, the Landlord and Tenant Act 1987 (the “Act”) gives certain rights to defined residential tenants to acquire the freehold/head leasehold interest in the Properties. Where this is applicable, we have assumed that necessary notices have been given to the residential tenants under the provisions of the Act, and that such tenants have elected not to acquire the freehold/head leasehold interest. Disposal on the open market is therefore unrestricted;

k) where appropriate, permission to assign the interest being valued herein would not be withheld by the landlord where required;

l) vacant possession can be given of all accommodation which is unlet or is let on a service occupancy; and

m) Stamp Duty Land Tax (SDLT) – or, in Scotland, Land and Buildings Transaction Tax (LABTT) – will apply at the rate currently applicable.
OVERVIEW OF SITES HELD FOR INVESTMENT

The following property comprises an operational suburban ‘Build to rent’ asset in which all associated development costs have now been expended.

MARHAM PARK (PARCEL D), BURY ST EDMUND’S - PROPERTY OVERVIEW

- The subject Properties form part of a wider strategic masterplan known as ‘Marham Park’ which is situated approximately 2 miles north of Bury St Edmunds town centre.
- The wider site has outline planning consent for up to 900 dwellings (ref. DC/13/0932/HYB), with associated roads, landscaping, open space, educational facilities, sport facilities and a local centre.
- The subject Properties form part of Development Zone D, which benefits from a reserved matters planning consent for 84 dwellings (ref. DC/18/1422/RM) and is being developed by Countryside Ltd.
- In line with the above Reserved Matters consent for 84 residential units, Countryside Ltd have retained 68 dwellings for open market sale purposes. The remaining 16 dwellings have been acquired by Sigma Capital Group Plc (referred to herein as the “Company”) and are currently being operated as Single Family ‘Build to Rent’ dwellings. For the avoidance of doubt, our valuation only relates to the 16 dwellings acquired by the Company.
- The formal addresses held within the Company’s ownership are as follows: 1-7 and 9 Cargo Lane, Bury St Edmunds, IP32 6FW and 1-8 Wool Road, Bury St Edmunds, IP32 6FS (formally referred to as Plots 151-155, 164-168, 180-185 during the planning/development phase).
- As at the date of valuation, all of the properties acquired by the Company are now operational with practical completion having occurred from circa Q4 2020 to Q1 2021.

ACCOMMODATION OVERVIEW

- The properties forming part of the Company’s ownership comprise a mix of 8 x two bedroom and 8 x three-bedroom dwellings all of which are two storeys in height. The properties are configured as detached, semi-detached, terraced or end of terraced houses. Parking spaces are provided as private drives to the side of the properties.
- We have been provided with an accommodation schedule and floor areas/plans for the scheme by the Company in an email dated 9 June 2021. Set out below is an overview by accommodation type:

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>NO. OF DWELLINGS</th>
<th>BEDS</th>
<th>AVERAGE NSA (SQ. FT)</th>
<th>AGGREGATE NSA (SQ. FT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appleby</td>
<td>8</td>
<td>2 bed</td>
<td>765</td>
<td>6,120</td>
</tr>
<tr>
<td>Ashley</td>
<td>6</td>
<td>3 bed</td>
<td>900</td>
<td>5,400</td>
</tr>
<tr>
<td>Ashton</td>
<td>2</td>
<td>3 bed</td>
<td>900</td>
<td>1,800</td>
</tr>
<tr>
<td>TOTAL</td>
<td>16</td>
<td></td>
<td>833</td>
<td>13,320</td>
</tr>
</tbody>
</table>

LEGAL CONSIDERATIONS

- We have been provided with a Certificate on Title which has been prepared by Shoosmiths LLP dated 27th June 2019 and note that the Property is held Freehold. In summary, we consider that the Company has good and marketable title to the Property.
- We have consulted the EPC register and note that all of the dwellings are subject to a ‘B’ rating.

INCOME SUMMARY

- We have been provided with a copy of the existing tenancy schedule and rent roll by the Company dated 9 June 2021.
- At the date of valuation, 15 out of 16 houses are let (with the remaining unit reserved with imminent occupation) generating a gross income of £233,160 per annum.

ESTIMATED RENTAL VALUE (ERV - £ PER ANNUM)

- We consider that the aggregate gross ERV of the dwellings as at the date of this report is: £248,760 per annum equating to £18.68 per sq. ft
- We consider that the aggregate net ERV of the dwellings as at the date of this report is: £192,789 per annum equating to £14.47 per sq. ft

VALUATION METHODOLOGY

- The asset provides for a stabilised income producing suburban ‘Build to Rent’ investment. We therefore consider that any incoming purchaser would acquire the asset for investment purposes and continue to operate it on this basis.
- The suburban ‘Build to Rent’ is beginning to gain a lot of momentum and we are aware of a number of investors looking at investment opportunities/access to platforms in the market at present. Accordingly, we have valued the property principally on an income

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capitalisation basis but have also had due regard to the resultant IRR (assuming a 10 year hold) and the relationship in value assuming a sales exit (aggregate break-up value).

MARKET VALUE (INVESTMENT VALUE)

- Our valuation reflects the following key benchmarks:
  - Gross Rent £248,760 per annum
  - Gross to Net Assumption – 22.5%
  - Net Rent - £192,789 per annum
  - Net Yield on Market Rent – 4.15%
  - 10 Year IRR – 7.23%
  - Market Value per sq. ft – c.£334

- We have incorporated SDLT at Multiple Dwelling Relief rates and adopted 0.50% agents fee, 0.50% legal fees, plus 20% VAT on fees. We have been informed by the Company that the asset will likely be imminently sold to the PRS REIT Plc as an indirect purchase of a Special Purpose Vehicle holding title to the asset. Accordingly, there will be a reduced stamp duty liability under this transaction structure with the effect being an increase in value of approximately £100,000 to that reported below.

- We are of the opinion that the Market Value of the freehold interest in the site, as at the date of this report is:

£4,450,000 (FOUR MILLION AND FOUR HUNDRED & FIFTY THOUSAND POUNDS)

VALUATION CONSIDERATIONS – KEY VALUATION FACTORS

Strengths and Opportunities:
- The scheme comprises an income producing freehold investment opportunity which is now stabilised.
- The site benefits from good transport connections and local amenities to include; schools, shops, retail park and community facilities.
- The scheme was constructed by Countryside who are a reputable housebuilder with a track record of delivering quality and sustainable homes across the region. We understand that all of the dwellings benefit from NHBC certificates.
- Prospects for growth in both rental values and capital growth in the medium term, both in the context of market conditions generally and the desirability of Bury St Edmunds as a commuter location.
- Over the last 24 months significant capital has been committed to the Build to Rent/investment sectors. Domestic institutions, in combination with existing investors, property companies and overseas institutions are actively acquiring assets where opportunities arise.
- At present there are limited opportunities to acquire operational/stabilised assets (such as the subject) and we consider that as this sub-sector of the build to rent market matures, there is likely to be a wider pool of investors operating in this space and thus increasing the liquidity of this asset type.

Risks and Mitigating Factors:
- Rental growth may be suppressed in the short term following uncertainty in the economic/employment markets following the Covid-19 pandemic.
- The scheme only comprises 16 dwellings and this may deter certain purchasers looking at opportunities of scale.
- Future expenditure to maintain and upkeep the properties could vary through sustained wear and tear and unforeseen capital expenditure requirements and potentially result in higher operating costs. Accordingly, any reduction in net rent receivable could impact upon the Market Value.
- Residential property investment, like any investment, carries inherent risks relating to wider economic and political factors that may impact value and income returns.
OVERVIEW OF SITES IN THE COURSE OF DEVELOPMENT

PLOUGH HILL, NUNEATON, CV10 - PROPERTY OVERVIEW

- The subject Property is located in Plough Hill on the western fringe of Nuneaton, within the jurisdiction of Nuneaton and Bedworth Borough Council.
- Nuneaton is located approximately 9 miles north of Coventry, 20 miles north east of Birmingham and 20 miles south west of Leicester.
- The subject site forms part of a new build development by Countryside in which planning consent was granted in November 2017 for a residential scheme of up to 300 dwellings, including affordable housing.
- Countryside are retaining 146 dwellings within the development which will be sold on the open market. A number of the private units have been sold and occupied. 104 dwellings are to be allocated as affordable housing. The remaining 50 dwellings (the Subject Property) have been acquired by the Company with all of the units proposed to be operated as Single Family 'build to rent' units in line with their business model (for the avoidance of doubt, our valuation only relates to the 50 dwellings which have been acquired by the Company).
- At the date of Valuation, 15 of the 50 units have reached practical completion and are occupied. A further 6 dwellings have recently completed (early June 2021) and have already been let with occupancy taking place between 25-30 June 2021. The remaining units are under construction. Under the development contract, the initial date for Practical Completion was the 16 January 2021, however we understand that Countryside have applied for an extension to this period with Practical Completion now scheduled for September 2021.
- The formal addresses for the 15 dwellings which have reached practical completion and currently occupied (at the date of this report) are as follows: 2-18 (even only) Snowy Close, Nuneaton, CV10 9SY and 2-12 (even only) Polar Avenue, Nuneaton, CV10 9SX.

ACCOMMODATION OVERVIEW

- The subject units comprise a mix of 10 x two-bedroom houses, 36 x three-bedroom houses and 4 x four-bedroom houses. The houses are two storeys in height and the properties are configured as either terraced, semi-detached or detached dwelling types. Parking spaces are provided as private drives to the side of the properties.
- We have been provided with an accommodation schedule and floor areas/plans for the scheme by the Company in an email dated 9 June 2021. Set out below is an overview by accommodation type:

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>NO. OF DWELLINGS</th>
<th>TYPE</th>
<th>BEDS</th>
<th>AV GIA SQ. FT</th>
<th>AGGREGATE GIA (SQ. FT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irwell</td>
<td>10 House (semi-detached)</td>
<td>2</td>
<td>662</td>
<td>6,620</td>
<td></td>
</tr>
<tr>
<td>Grantham</td>
<td>7 House (semi-detached, detached)</td>
<td>3</td>
<td>850</td>
<td>5,950</td>
<td></td>
</tr>
<tr>
<td>Weaver</td>
<td>14 House (Semi-detached, end-terrace)</td>
<td>3</td>
<td>850</td>
<td>11,900</td>
<td></td>
</tr>
<tr>
<td>Ellesmere</td>
<td>12 House (Semi-detached, end-terrace)</td>
<td>3</td>
<td>855</td>
<td>10,260</td>
<td></td>
</tr>
<tr>
<td>Weaver UP</td>
<td>2 House (End-terrace)</td>
<td>3</td>
<td>963</td>
<td>1,926</td>
<td></td>
</tr>
<tr>
<td>Ellesmere UP</td>
<td>1 House (Mid-terrace)</td>
<td>3</td>
<td>944</td>
<td>944</td>
<td></td>
</tr>
<tr>
<td>Dee</td>
<td>4 House (semi-detached)</td>
<td>4</td>
<td>1,062</td>
<td>4,248</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** | 50 | **AGGREGATE GIA (SQ. FT)** | 41,848 |

LEGAL CONSIDERATIONS

- We have been provided with a Certificate on Title which has been prepared by Shoosmiths LLP dated 12th September 2019 and note that the Property is held Freehold. In summary, we consider that the Company has good and marketable title to the Property.
- We have consulted the EPC register and note that all of the dwellings which are complete (as at valuation date) are subject to a 'B' rating.

INCOME SUMMARY

- We have been provided with a copy of the existing tenancy schedule and rent roll by the Company in an email dated 9 June 2021.
- Of the 50 subject units, 15 dwellings have reached practical completion with these units having been let throughout the course of February and March 2021. At the date of valuation, of the 15 units which have reached practical completion, 100% are let and generating an aggregate Gross Income of £151,320 per annum*.

*Further 6 dwellings have recently completed and have already been let with occupancy taking place between 25-30 June 2021. Accounting for these units, then the aggregate gross income would rise to £206,220 per annum.
ESTIMATED RENTAL VALUE (£ PER ANNUM)

- We consider that the aggregate gross ERV of the site assuming the dwellings are fully occupied as at the date of this report is: £512,280 per annum equating to £12.24 per sq. ft
- We consider that the aggregate net ERV of the site assuming the dwellings are fully occupied as at the date of this report is: £397,017 per annum equating to £9.49 per sq. ft

DEVELOPMENT COSTS

- We understand that the subject units are being constructed under a Design and Build contract between the Company and Countryside. We have been provided with a Progress Report prepared by Tetra Tech dated 28 May 2021, which states that the contract was executed on the 8 July 2019 and the total costs within the contract are £6,034,500 (excluding land costs, project monitoring costs and legal fees).
- The Tetra Tech Progress report states that as at the valuation date a total of £4,402,961.18 (including retention) has been spent under the contract.
- The Company have provided us with a summary of their projected total costs, including the land acquisition cost, legal, marketing and other fees (dated 18 May 2021). We note that the total spend is anticipated to be approximately £7.735m. Total costs spent as at valuation date are £6,061,093 reflecting approximately 80% of the total development costs.
- In forming our opinion of value, we have relied upon the costs provided by the Company. However, we have also consulted with our own building consultants at CBRE who have undertaken an internal review (desktop only) of the cost profile. In summary, they are of the opinion that the rates/values being proposed for the development accord with current published data and benchmark information and therefore consider that estimated costs are within an acceptable range for a development of this nature.
- A summary of the total development costs and costs spent to date is set out below:

<table>
<thead>
<tr>
<th>Costs Spent to Date</th>
<th>Costs to Complete</th>
<th>Total Development Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land £1,314,500</td>
<td>-</td>
<td>£1,314,500</td>
</tr>
<tr>
<td>Design and Build Contract £4,402,961</td>
<td>£1,631,539</td>
<td>£6,034,500</td>
</tr>
<tr>
<td>Other (Outside the Design and Build Contract)</td>
<td>£343,632</td>
<td>£42,439</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>£6,061,093</strong></td>
<td><strong>£7,735,071</strong></td>
</tr>
</tbody>
</table>

- We note from the Progress Report prepared by Tetra Tech dated May 2021 that the expected date of completion for the schemes in its entirety is forecast for September 2021.

VALUATION METHODOLOGY

- As at valuation date, the property comprises a partly operational/partly still in the course of construction site. Given the nature of the transaction structure (forward funding under a fixed price D&B contract with Countryside) there is limited development risk to the Company. Accordingly, any risk associated with completion is predominantly around timings and changes to underlying market conditions.
- Our valuation approach is therefore based on the value of the completed scheme (GDV) on the basis that it is operated as a residential investment. We have made an allowance for the outstanding development costs (to full completion – see above) together with an appropriate risk adjustment (to reflect our comments above) to arrive at our opinion of value.
- A breakdown of our calculation to arrive at Market Value, including a summary of costs outstanding, is outlined in the table below. This reflects our understanding of the total costs spent to date under the fixed price Design and Build contract (see above) and the total costs spent to date, based on information provided to us by the Company and The Tetra Tech Progress report (dated 28 May 2021):

<table>
<thead>
<tr>
<th>OVERVIEW</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Value On The Special Assumption The Property Is Complete and Stabilised (Investment Value)</td>
<td>£9.10m</td>
</tr>
<tr>
<td>Less Remaining Cost to Completion</td>
<td>£1.67m</td>
</tr>
<tr>
<td>Sub Total</td>
<td>£7.43m</td>
</tr>
<tr>
<td>Less Risk Adjustment %</td>
<td>5.0%</td>
</tr>
<tr>
<td>(SAY) Market Value as at the valuation date</td>
<td>£7.10m</td>
</tr>
</tbody>
</table>

MARKET VALUE

- We are of the opinion that the Market Value of the freehold interest in the site, as at the date of this report is: £7,100,000 (SEVEN MILLION ONE HUNDRED THOUSAND POUNDS)
The Property comprises a part complete development which is still under construction. Small changes in variables such as GDV or programme delays will have an impact on land value. Site values can therefore be susceptible to considerable variances as a result of changes in market conditions. This is illustrated in the sensitivity analysis table below.

**Sensitivity Analysis Table**

<table>
<thead>
<tr>
<th>Risk Adjustment</th>
<th>-10%</th>
<th>-5%</th>
<th>0</th>
<th>+5%</th>
<th>+10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.5%</td>
<td>£6.00m</td>
<td>£6.40m</td>
<td>£6.90m</td>
<td>£7.30m</td>
<td>£7.70m</td>
</tr>
<tr>
<td>5.0%</td>
<td>£6.20m</td>
<td>£6.60m</td>
<td>£7.10m</td>
<td>£7.50m</td>
<td>£7.90m</td>
</tr>
<tr>
<td>2.5%</td>
<td>£6.40m</td>
<td>£6.80m</td>
<td>£7.25m</td>
<td>£7.70m</td>
<td>£8.10m</td>
</tr>
</tbody>
</table>

**Valuation Considerations – Key Valuation Factors**

Strengths and Opportunities:
- The scheme comprises a freehold investment opportunity which is already income producing.
- Approximately 80% of the total forecast development costs have already been expended.
- All of the dwellings within the scheme are private and therefore do not comprise any affordable tenures which is attractive from an investment perspective.
- The property is located in an area with good levels of tenant demand, which is evidence by the speed of let up for the subject units which have reached practical completion to date. We therefore consider there to be reasonable prospects for rental growth.
- The scheme was constructed by Countryside who are a reputable housebuilder with a track record of delivering quality and sustainable homes across the region. We understand that all of the dwellings benefit from NHBC certificates.
- There are a number of schools in close proximity to the site which make this an attractive rental proposition to the family market. Evidence is emerging that this occupier type tends to stay in occupation for longer periods, thus reducing the churn rate and minimising operational costs.
- We are aware of a number of investors looking at Single Family Housing investment opportunities in the Midlands market at present.

Risks and Mitigating Factors:
- The property comprises a part completed development site. As with all developments, there will be the associated risks over the construction period relating to construction costs, the economic backdrop and general market conditions although the fixed price Design & Build contract largely mitigates any construction & cost risk.
- The subject units were originally scheduled for Practical Completion in January 2021, but this has been delayed until September 2021. The Progress Report prepared by Tetra Tech states that is a ‘challenging target’ given the existing status of the site. There is therefore a risk that practical completion will be delayed further, and this may incur additional hold costs although again the fixed price Design & Build contract and any Liquidated and ascertained damages will mitigate this risk.
- The Property only comprises 50 units and this may deter certain purchasers looking at scale opportunities. However, we consider that if the asset formed part of a larger ‘single family housing’ portfolio then this would increase its attractiveness.
- The scheme forms part of a wider development in which units are being sold on the open market by Countryside. Accordingly, there could be associated risks with disposal on an individual basis in the event a sales exit was required.
OVERVIEW OF SITES HELD FOR DEVELOPMENT

LOCK LANE, PARTINGTON - PROPERTY OVERVIEW

- The subject site is located in Partington, a town and civil parish in the Metropolitan Borough of Trafford. Partington lies on the southern bank of the Manchester Ship Canal. The site is located approximately 5.0 miles north-west of Altrincham and 10 miles south-west of Manchester City Centre.

- The site extends to approximately 28.9 acres. At present, the subject site comprises open land utilised informally by the public which is awaiting redevelopment. The site is surfaced by overgrown grasses and shrubs with semi-mature and mature trees and hedgerows abundant throughout the site. Dense woodland is also present throughout the south and west of the site.

- The subject site forms part of a wider new build development which will be developed by Countryside Properties Plc pursuant to a reserved matters planning consent which was granted in January 2021 for "the erection of 298 dwellings (including 40 affordable homes), public open space including play facilities, and associated works (including a pump station, flood water storage tanks and the erection of sub-stations). The application is accompanied by an EIA compliance statement". See site plan below.

The consented development provides for a mix of 2, 3 and 4 bedroom properties. These include a combination of detached, semi-detached and terraced housing. There will be 40 affordable homes across the site as well as a mix of private rented homes and open market housing. We understand that Countryside are retaining the open market dwellings with the affordable homes being forward sold to a Registered Provider.

The Company have acquired the portion of the site (in January 2020) which has the capacity to deliver 148 private rented homes. We understand that these dwellings will be developed by Countryside under a fixed design and build contract with a subsequent sale to the PRS REIT plc (in line with your business plan/model). Ultimately, all of the properties will be operated as ‘build to rent’ dwellings.

The Company have an established relationship with Countryside. To date, Countryside have delivered numerous ‘Build to Rent’ dwellings across the region under a ‘forward fund/fixed price design and build model’ with this successful partnership having significantly evolved over recent times.

For the avoidance of doubt, our valuation only relates to the land parcel which has been acquired by the Company which will provide for 148 rented dwellings once complete. At the date of valuation, construction has yet to commence.

ACCOMMODATION OVERVIEW

- Upon full completion, the Company’s ownership will comprise a mix of 47 x two-bedroom houses, 97 x three-bedroom houses and 4 x four-bedroom houses. The houses will be two storeys in height and the properties will be configured as either terraced, semi-detached or detached dwelling types.

- We have been provided with an accommodation schedule and floor areas/plans for the scheme by the Company dated 11 May 2021. Set out below is an overview of the consented scheme by accommodation type:
## LEGAL CONSIDERATIONS

- We have been provided with a Certificate of Title (CoT) which has been prepared by Dentons, dated 13 January 2021 (ref: 104614.128/LYAO). We have reviewed the CoT and note that The Property is held freehold and registered under various titles (MAN27534, GM968702, GM428835, GM239382). In summary, we consider that the Company has good and marketable title to the Property.

## INCOME SUMMARY

- At the date of valuation, the site comprises a consented development opportunity which has yet to commence construction. We understand the site is not subject to any tenancy agreements and is held with vacant possession. Accordingly, there is no income receivable at present.

### ESTIMATED RENTAL VALUE (£ PER ANNUM)

- We consider that the gross ERV of the site assuming the dwellings are fully occupied as at the date of this report is: £1,496,400 per annum equating to £12.52 per sq. ft
- We consider that the net ERV of the site assuming the dwellings are fully occupied as at the date of this report is: £1,159,710 per annum equating to £9.70 per sq. ft

## TOTAL DEVELOPMENT COSTS

- We understand that the Company intend to develop the site by entering into a fixed price design and build contract with Countryside. As at valuation date, a formal development agreement has yet to be executed, although we understand discussion are significantly advanced in this regard.

Set out below is an overview of the Company’s forecast total development costs associated with the subject site:

<table>
<thead>
<tr>
<th>Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land (inc SDLT/fees)</td>
</tr>
<tr>
<td>All in Development Costs (inc. fees/interest)</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

- We note that at the date of valuation that approximately £7.89m has been spent (comprising land/fees and finance costs) reflecting approximately 32% of the total development budget.
- We note that the forecast project length for the subject development is estimated over a 24 month period.
- In forming our opinion of value, we have relied upon the costs provided by the Company. However, we have also consulted with our own building consultants at CBRE who have undertaken an internal review (desktop only) of the cost profile. In summary, they are of the opinion that the rates/values being proposed for the development accord with current published data and benchmark information and therefore consider that estimate costs are within an acceptable range for a development of this nature.

## VALUATION METHODOLOGY

- At the date of valuation, the site comprises a development opportunity which has yet to commence. Accordingly, the site is exposed to the normal development risks associated with land of this nature. In forming our opinion of Market Value (Site Value), we have therefore undertaken a residual appraisal of the site.
- In forming our opinion of GDV, we have assumed a 'Build to Rent' development exit basis. We have allowed for a 24-month development programme for practical completion in its entirety. In forming our opinion of value we have assumed sectional completion commencing broadly 9-12 months into the build programme.

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We have deducted all associated market-led costs (£16.06m - excluding profit and finance) from our opinion of GDV which equates to £26.6m. In assessing value, we have adopted a profit on cost assumption of 20% with a finance rate of 5.5% which benchmarks well against those variables being adopted by investors/developers when assessing opportunities of this nature.

MARKET VALUE

We are of the opinion that the Market Value of the freehold interest in the site, as at the date of this report is:

£8,000,000 (EIGHT MILLION POUNDS)

The residual method of valuation is very sensitive to changes in key inputs. Small changes in variables such as GDV’s or build costs will have a disproportionate effect on land value. Site values can therefore be susceptible to considerable variances as a result of changes in market conditions. This is illustrated in the sensitivity analysis table below.

<table>
<thead>
<tr>
<th>CONSTRUCTION COST</th>
<th>-10%</th>
<th>-5%</th>
<th>0</th>
<th>+5%</th>
<th>+10%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>£7.13m</td>
<td>£8.23m</td>
<td>£9.31m</td>
<td>£10.40m</td>
<td>£11.49m</td>
</tr>
<tr>
<td></td>
<td>£6.49m</td>
<td>£7.58m</td>
<td>£8.67m</td>
<td>£9.77m</td>
<td>£10.86m</td>
</tr>
<tr>
<td></td>
<td>£5.85m</td>
<td>£6.94m</td>
<td>£8.0m</td>
<td>£9.13m</td>
<td>£10.22m</td>
</tr>
<tr>
<td></td>
<td>£5.21m</td>
<td>£6.31m</td>
<td>£7.40m</td>
<td>£8.49m</td>
<td>£9.58m</td>
</tr>
<tr>
<td></td>
<td>£4.57m</td>
<td>£5.67m</td>
<td>£6.76m</td>
<td>£7.85m</td>
<td>£8.94m</td>
</tr>
</tbody>
</table>

VALUATION CONSIDERATIONS – KEY VALUATION FACTORS

Strengths and Opportunities:
- The scheme provides for a scale consented development opportunity which would be attractive for both a ‘build to sell’ and ‘build to rent’ exit model.
- We consider that the scheme will be very well received to the market given its proximity to schools, amenities, a canal and the wider open space provisions being delivered as part of the masterplan.
- We would draw your attention to the strength of the residential land market in Greater Manchester at present. Over the last 12 months, we have witnessed highly competitive bidding when development opportunities such as the subject become available.
- The scheme is located in an improving area with increasing tenant demand and provides a more affordable alternative in comparison to some of the more affluent nearby towns. At present there is a wealth of institutional and private equity capital chasing forward fund ‘build to rent’ opportunities of this nature.
- The site benefits from excellent road links and is 5 miles from the Greater Manchester Orbital motorway the M60, providing access to all areas of Manchester City Centre.

Risks and Mitigating Factors:
- The property comprises a development site. As with all developments, there will be the associated risks over the construction period relating to construction costs, the economic backdrop and general market conditions.
- The residual method of valuation is very sensitive to changes in key inputs. Slight changes in variables such as sales volumes or build costs will have a disproportionate effect on land value. Site values can therefore be susceptible to considerable variances as a result of changes in market conditions.
- The scheme forms part of a wider development in which units are being sold on the open market by Countryside. Accordingly, there could be associated risks with disposal on an individual basis in the event a sales exit was required.
PART IX

ADDITIONAL INFORMATION ON SIGMA AND BIDCO

1. Responsibility

1.1 The Sigma Directors, whose names are set out in paragraph 2.1 below, accept responsibility for the information contained in this Document (including expressions of opinion), other than information for which responsibility is taken by (i) the Independent Sigma Directors; (ii) the Bidco Directors; and (iii) the PineBridge Benson Elliot Directors pursuant to paragraph 1.2, 1.3 and 1.4, respectively, of this Part IX. To the best of the knowledge and belief of the Sigma 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 Sigma Directors, whose names are asterisked in paragraph 2.1 of this Part IX, accept responsibility for the recommendation made in paragraph 12 of Part I of this Document, being a recommendation that eligible Sigma Shareholders vote or procure votes in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting, as set out in this Document. To the best of the knowledge and belief of the Independent Sigma 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, whose names are set out in paragraph 2.2 below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to Bidco, the Bidco Group, the Bidco Directors and their respective close relatives, related trusts of and persons connected with the Bidco Directors, and persons acting in concert with Bidco (as such term is defined in the Takeover Code). To the best of the knowledge and belief of the Bidco 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.

1.4 The PineBridge Benson Elliot Directors, whose names are set out in paragraph 2.3 below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to PineBridge Benson Elliot, the Wider Bidco Group and the PineBridge Benson Elliot Directors. To the best of the knowledge and belief of the PineBridge Benson Elliot 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.

2. Directors

2.1 The Sigma Directors and their respective positions are:

Ian Sutcliffe                  Non-Executive Chairman
Graham Barnet                 Chief Executive Officer and Founder
Michael McGill               Chief Financial Officer
Duncan Sutherland*           Public Affairs Director
Gwynn Thomson                Property Investment Director
David Sigsworth*             Senior Independent Non-Executive Director
James McMahon*               Independent Non-Executive Director

The business address of Sigma and each of the Sigma Directors is Sigma Capital Group plc, Floor 3, 1, St. Ann Street, Manchester, England, M2 7LR.

The Company Secretary of Sigma is Malcolm Briselden.
2.2 The Bidco Directors and their respective positions are:

Joseph De Leo                                          Director
James Jakeman                                        Director
George MacKinnon                                    Director

The business address of Bidco and each of the Bidco Directors is Six Bidco Ltd, 50 Hans Crescent, London, England, SW1X 0NA.

2.3 The PineBridge Benson Elliot Directors and their respective positions are:

Joseph De Leo                                         Managing Partner
James Jakeman                                       Partner
Marc Mogull                                             Chairman and Chief Investment Officer

The business address of PineBridge Benson Elliot and each of the PineBridge Benson Elliot Directors other than Marc Mogull is PineBridge Benson Elliot LLP, 50 Hans Crescent, London, England, SW1X 0NA. The address of Marc Mogull is 63 Nassau Road, London, SW13 9QG.

3. Interests and dealings in Sigma Shares

3.1 For the purposes of this paragraph 3 and paragraph 4 of this Part IX:

(a) “acting in concert” has the meaning given to it in the Takeover Code;

(b) “arrangement” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to securities which may be an inducement to deal or refrain from dealing;

(c) “dealing” has the meaning given to it in the Takeover Code;

(d) “derivative” has the meaning given to it in the Takeover Code;

(e) “interest” or “interests” in relevant securities shall have the meaning given to it in the Takeover Code;

(f) “relevant Bidco securities” mean relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeror) of Bidco including equity share capital in Bidco (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;

(g) “relevant Sigma securities” mean relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeree) of Sigma including equity share capital of Sigma (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and

(h) “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.

3.2 As at the Latest Practicable Date, the Sigma Directors (and their close relatives, related trusts and connected persons) held the following interests in, or rights to subscribe in respect of, relevant Sigma securities (save for options in respect of Sigma Shares, which are described in paragraph 3.3 below):

<table>
<thead>
<tr>
<th>Sigma Director</th>
<th>Number of Sigma Shares</th>
<th>% of Sigma’s total issued share capital</th>
<th>Nature of interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ian Sutcliffe</td>
<td>1,000,000</td>
<td>1.12</td>
<td>Non, Beneficial</td>
</tr>
<tr>
<td>Graham Barnet</td>
<td>6,213,237</td>
<td>6.93</td>
<td>Beneficial</td>
</tr>
<tr>
<td>Michael McGill</td>
<td>31,000</td>
<td>0.03</td>
<td>Beneficial</td>
</tr>
<tr>
<td>Duncan Sutherland</td>
<td>145,299</td>
<td>0.16</td>
<td>Beneficial</td>
</tr>
<tr>
<td>Gwynn Thomson</td>
<td>332,857</td>
<td>0.37</td>
<td>Beneficial</td>
</tr>
<tr>
<td>David Sigsworth</td>
<td>716,971</td>
<td>0.8</td>
<td>Beneficial</td>
</tr>
<tr>
<td>James McMahon</td>
<td>100,000</td>
<td>0.11</td>
<td>Beneficial</td>
</tr>
</tbody>
</table>
3.3 As at the Latest Practicable Date, the Sigma Directors held the following outstanding awards and options over relevant Sigma securities under the Sigma Share Plans set out below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Share Plan</th>
<th>Number of Shares under option/award</th>
<th>Expected first date of exercise</th>
<th>Exercise price (per share) (£)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ian Sutcliffe</td>
<td>Unapproved share option award</td>
<td>1,000,000</td>
<td>05/05/23</td>
<td>0.86</td>
</tr>
<tr>
<td>Graham Barnet</td>
<td>Sigma Share Option Plan</td>
<td>114,285</td>
<td>28/11/16</td>
<td>0.2625</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>1</td>
<td>28/11/16</td>
<td>0.2625</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>250,000</td>
<td>19/11/17</td>
<td>0.68</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>400,000</td>
<td>05/01/19</td>
<td>0.935</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>300,000</td>
<td>25/05/20</td>
<td>0.87</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>200,000</td>
<td>30/04/23</td>
<td>0.82</td>
</tr>
<tr>
<td>Michael McGill</td>
<td>Sigma Share Option Plan</td>
<td>36,585</td>
<td>30/04/23</td>
<td>0.82</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>213,415</td>
<td>30/04/23</td>
<td>0.82</td>
</tr>
<tr>
<td>Duncan Sutherland</td>
<td>Sigma Share Option Plan</td>
<td>42,857</td>
<td>28/11/16</td>
<td>0.2625</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>14,503</td>
<td>19/11/17</td>
<td>0.68</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>119,500</td>
<td>29/07/14</td>
<td>0.075</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>50,000</td>
<td>19/11/17</td>
<td>0.68</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>72,500</td>
<td>25/05/20</td>
<td>0.87</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>50,000</td>
<td>30/04/23</td>
<td>0.82</td>
</tr>
<tr>
<td>Gwynn Thomson</td>
<td>Sigma Share Option Plan</td>
<td>38,095</td>
<td>28/11/16</td>
<td>0.2625</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>200,000</td>
<td>19/11/17</td>
<td>0.68</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>250,000</td>
<td>05/01/19</td>
<td>0.935</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>132,500</td>
<td>25/05/20</td>
<td>0.87</td>
</tr>
<tr>
<td></td>
<td>Sigma Unapproved Option Plan</td>
<td>75,000</td>
<td>30/04/23</td>
<td>0.82</td>
</tr>
</tbody>
</table>

3.4 As at the Latest Practicable Date, Bidco held no interests in, or rights to subscribe in respect of, relevant Sigma securities.

3.5 As at the Latest Practicable Date, no dealings in relevant securities of Sigma by Bidco have taken place during the Disclosure Period.

3.6 As at the Latest Practicable Date, the Bidco Directors (and their close relatives, related trusts and connected persons) held no interests in, or rights to subscribe in respect of, relevant Sigma securities.

3.7 As at the Latest Practicable Date, no dealings in relevant securities of Sigma by the Bidco Directors (and their close relatives and related trusts and companies) have taken place during the Disclosure Period.

4. Interests and Dealings – General

4.1 Save as disclosed in paragraph 3 above and paragraph 6 below, as at the Latest Practicable Date:

(a) no member of the Bidco Group had any interest in, right to subscribe in respect of or any short position in relation to any relevant Sigma securities, nor has any member of the Bidco Group dealt in any relevant Sigma securities during the Disclosure Period;

(b) none of the Bidco Directors had any interest in, right to subscribe in respect of or any short position in relation to any relevant Sigma securities, nor has any such person dealt in any relevant Sigma securities or during the Disclosure Period;
(c) no person acting in concert with Bidco had any interest in, right to subscribe in respect of or any short position in relation to any relevant Sigma securities, nor has any such person dealt in any relevant Sigma securities, during the Disclosure Period;

(d) no person who has an arrangement with Bidco or any person acting in concert with Bidco had any interest in, right to subscribe in respect of or any short position in relation to any relevant Sigma securities, nor has any such person dealt in any relevant Sigma securities during the Disclosure Period; and

(e) none of Bidco or any person acting in concert with Bidco, has borrowed or lent any relevant Sigma securities (including for these purposes any financial or collateral arrangements) in the Disclosure Period, save for any borrowed shares which have been either on-lent or sold.

4.2 Save as disclosed in paragraph 3 above, as at the Latest Practicable Date:

(a) no member of the Sigma Group had any interest in, right to subscribe in respect of or any short position in relation to relevant Bidco securities, nor has any such person dealt in any relevant Sigma securities or relevant Bidco securities during the Offer Period;

(b) save as described in paragraph 12.2 of Part II of this Document in relation to the Reinvestment and Incentive Arrangements, none of the Sigma Directors had any interest in, right to subscribe in respect of or any short position in relation to any relevant Bidco securities, nor has any such person dealt in any relevant Sigma securities or relevant Bidco securities during the Offer Period;

(c) no person who has an arrangement with Sigma had any interest in, right to subscribe in respect of or any short position in relation to any relevant Sigma securities, nor has any such person dealt in any relevant Sigma securities during the Offer Period;

(d) no person acting in concert with Sigma had any interest in, right to subscribe in respect of or any short position in relation to any relevant Sigma securities, nor has any such person dealt in any relevant Sigma securities during the Offer Period; and

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

4.3 Save as disclosed herein, no persons have given any irrevocable or other commitment to vote in favour of the Scheme or the Resolutions (or either of them) to be proposed at the General Meeting.

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

4.5 Save as disclosed herein, no agreement, arrangement or understanding (including any compensation arrangement) exists between Sigma, Bidco or any person acting in concert with them and any of the Sigma Directors or the recent directors, shareholders or recent shareholders of Sigma having any connection with or dependence upon or which is conditional upon the Acquisition.

4.6 There is no agreement, arrangement or understanding whereby the beneficial ownership of any Sigma Shares to be acquired by Bidco pursuant to the Scheme will be transferred to any other person.

4.7 No relevant securities of Sigma have been redeemed or purchased by Sigma during the Disclosure Period.

5. Significant Bidco Shareholders

As at the Latest Practicable Date, Bidco is a wholly-owned indirect subsidiary of investment funds managed by PineBridge Benson Elliot.
6. Irrevocable undertakings and letters of intent

6.1 Irrevocable undertakings given by the Sigma Directors

The following Sigma Directors have given irrevocable undertakings to vote or 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 a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of their own beneficial holdings of Sigma Shares (or in respect of those Sigma Shares over which they have control) in each case to the extent permitted pursuant to the Takeover Code, the law and the Court whose sanction is required:

<table>
<thead>
<tr>
<th>Name of Sigma Director</th>
<th>Number of Sigma Shares in respect of which undertaking is given</th>
<th>% of Sigma’s issued share capital (excluding Sigma Shares under option)</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Sigsworth</td>
<td>716,971</td>
<td>0.8</td>
</tr>
<tr>
<td>Duncan Sutherland</td>
<td>145,299</td>
<td>0.2</td>
</tr>
<tr>
<td>James McMahon</td>
<td>100,000</td>
<td>0.1</td>
</tr>
<tr>
<td>Graham Barnet</td>
<td>6,213,237</td>
<td>6.9</td>
</tr>
<tr>
<td>Ian Sulcliffe</td>
<td>1,000,000</td>
<td>1.1</td>
</tr>
<tr>
<td>Gwynn Thomson</td>
<td>332,857</td>
<td>0.4</td>
</tr>
<tr>
<td>Michael McGill</td>
<td>31,000</td>
<td>0.03</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>8,539,364</strong></td>
<td><strong>9.53</strong></td>
</tr>
</tbody>
</table>

The irrevocable undertakings received from each of the Sigma Directors named above will lapse and cease to have effect if:

(a) this Document has not been posted within 28 days of the issue of the 2.7 Announcement on 11 June 2021 (or within such longer period as Bidco, with the consent of the Panel, determines), provided that if Bidco elects to exercise its right to implement the Acquisition by way of a Takeover Offer, the time period in this paragraph (a) shall be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Offer Document (as applicable) as the Panel may require); or

(b) on the earlier of (i) the Long Stop Date; or (ii) the date on which the Acquisition (whether implemented by way of a Scheme or a Takeover Offer) is withdrawn or lapses in accordance with its terms, or fails to be sanctioned by the Court and/or approved by a general meeting of Sigma Shareholders, in the case of a scheme of arrangement pursuant to Part 26 of the Companies Act 2006. This paragraph (b)(ii) shall not apply where:

(i) the Scheme is withdrawn or lapses solely as a result of Bidco exercising its right to implement the Acquisition by way of a Takeover Offer rather than by way of a scheme of arrangement pursuant to Part 26 of the Companies Act 2006 or vice versa; or

(ii) if a new, revised or replacement Takeover Offer or scheme of arrangement pursuant to Part 26 of the Companies Act 2006 is or has been announced by Bidco, in accordance with Rule 2.7 of the Takeover Code, within 10 Business Days after any such lapse or renewal.

6.2 Irrevocable undertakings and letters of intent given by other Sigma Shareholders

Each of the named Sigma Shareholders below, acting in their respective capacity as discretionary investment manager or sub-adviser for and on behalf of certain funds and accounts managed by them and/or, in the case of Lombard Odier Asset Management (Europe) Limited, agent of Lombard Odier Asset Management (USA) Corp, has given irrevocable undertakings to vote (or, where applicable, procure 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 a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of Sigma Shares held by funds and accounts managed by it:
The obligations contained in the irrevocable undertakings received from each of the named Sigma Shareholders above will lapse and cease to have effect if:

(a) the Acquisition has not completed by 5.00 p.m. on the Long Stop Date;

(b) the Acquisition (whether implemented by way of a scheme of arrangement or a Takeover Offer) lapses or is withdrawn in a manner which is permitted by the Panel, save where such lapse or withdrawal is as a result of Bidco exercising its right to implement the Acquisition by way of a Takeover Offer rather than by way of a scheme of arrangement or vice versa in accordance with the Takeover Code; or

(c) any third party announces a firm intention offer in accordance with Rule 2.7 of the Takeover Code for all of the issued and to be issued ordinary share capital of Sigma and the consideration payable for each Sigma Share under such proposal represents a premium of 10 per cent. or greater to the value of the consideration offered by Bidco.

The irrevocable undertaking given by AXA Investment Managers UK Limited would also cease to apply in relation to any Sigma Shares it loses discretionary management control over or, in respect of which, it receives instructions from its underlying clients to the contrary of the undertaking described above.

Hargreave Hale Limited (on behalf of Marlborough UK Micro-Cap Growth Fund and Marlborough Nano-Cap Growth Fund) and River and Mercantile Asset Management LLP have each given a non-binding letter of intent to vote (or, where applicable, procure 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 a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of 8,000,000 and 7,060,000 Sigma Shares respectively, representing in aggregate approximately 16.8 per cent. of the existing issued ordinary share capital of Sigma as at the Latest Practicable Date.

Copies of the irrevocable undertakings and the letters of intent are available on Sigma’s website at www.sigmacapital.co.uk/investor-relations/offer-for-the-company and on Bidco’s website at www.pinebridge.com/pinebridge-benson-elliot/firm-offer and will remain on display until the end of the Offer Period.

7. Directors’ service agreements and letters of appointment

7.1 Executive Directors’ service contracts

Set out below are details of the service contracts of Graham Barnet, Michael McGill, Duncan Sutherland and Gwynn Thomson:

<table>
<thead>
<tr>
<th>Name of Executive Director</th>
<th>Date of current service contract</th>
<th>Effective date of appointment</th>
<th>Notice period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graham Barnet</td>
<td>2000</td>
<td>9 March 2000</td>
<td>12 months</td>
</tr>
<tr>
<td>Michael McGill</td>
<td>8 June 2021</td>
<td>30 March 2020</td>
<td>3 months</td>
</tr>
<tr>
<td>Duncan Sutherland</td>
<td>8 June 2021</td>
<td>7 February 2013</td>
<td>3 months</td>
</tr>
<tr>
<td>Gwynn Thomson</td>
<td>10 May 2010</td>
<td>15 August 2011</td>
<td>3 months</td>
</tr>
</tbody>
</table>

(1) Graham Barnet’s appointment as Chief Executive Officer can be terminated by either party giving to the other no less than 12 months’ notice in writing. His contract still contains a mandatory retirement age of 65 but that is no longer appropriate and would not be enforced. There is no unexpired term for his appointment.

(2) As Michael McGill’s service contract will continue unless terminated by 3 months’ notice, there is no unexpired term for his appointment.
(3) As Duncan Sutherland’s service contract will continue unless terminated by 3 months’ notice, there is no unexpired term for his appointment.

(4) As Gwynn Thomson’s service contract will continue unless terminated by 3 months’ notice, there is no unexpired term for his appointment. His contract states that the company may terminate without notice on his 65th birthday. This provision is no longer appropriate and would not be enforced.

(5) The terms of Mr McGill’s service contract were agreed prior to his appointment on 30 March 2020 but not signed until 8 June 2021.

(6) A signed copy of Mr Sutherland’s service contract, which took effect on 12 August 2011, cannot be located and so on 8 June 2021 a replacement copy in the same terms, updated to reflect his current remuneration, was signed by the parties.

Graham Barnet is paid a base salary of £600,000 per annum and is entitled to the following benefits: (A) a company pension contribution of 10 per cent. of base salary; (B) private medical cover; (C) life assurance equal to £1,580,000; and (D) reasonable business-related expenses, fuel and home broadband. He may be awarded discretionary bonuses. He is also entitled to participate (at the discretion of the Remuneration Committee) in the allocation of any monies available to management arising from any incentive fee in relation to any existing and future property transactions set up by Sigma or any company in the Sigma Group. He participates in the Sigma Carried Interest benefits and is also eligible to participate in the Sigma Share Plans, such level of participation to be at the discretion of the Remuneration Committee.

Michael McGill is paid a base salary of £275,000 per annum and is entitled to the following benefits: (A) private medical cover for himself and his family; (B) life assurance equal to 2x base salary; (C) a car allowance of £8,000 per annum, and a further allowance of £8,000 per annum in relation to his participation in Sigma’s electric car scheme; and (D) reasonable business-related expenses. He has opted out of any pension provision or contribution from Sigma. He may be awarded discretionary bonuses and is entitled to participate (at the discretion of the Remuneration Committee) in the allocation of any monies available to management arising from any incentive fee in relation to any existing and future property transactions set up by Sigma or any company in the Sigma Group. He participates in the Sigma Carried Interest benefits, is eligible to participate in the Sigma Group’s bonus scheme and is also eligible to participate in the Sigma Share Plans, such level of participation to be at the discretion of the Remuneration Committee.

Duncan Sutherland is paid a base salary of £103,000 per annum and is entitled to the following benefits: (A) a company pension contribution of 5 per cent. of base salary; (B) reimbursement for private medical cover costs for himself and his family; (C) life assurance equal to 2x base salary; (D) a car allowance of £4,538 per annum; and (E) reasonable business-related expenses. He may be awarded discretionary bonuses and is entitled to participate (at the discretion of the Remuneration Committee) in the allocation of any monies available to management arising from any incentive fee in relation to any existing and future property transactions set up by Sigma or any company in the Sigma Group. He is also eligible to participate in the Sigma Share Plans, such level of participation to be at the discretion of the Remuneration Committee.

Gwynn Thomson is paid a base salary of £216,000 per annum and is entitled to the following benefits: (A) a company pension contribution of 10 per cent. of base salary; (B) private medical cover for himself and his family; (C) life assurance equal to £600,000; and (D) reasonable business-related expenses. He may be awarded discretionary bonuses and is entitled to participate (at the discretion of the Remuneration Committee) in the allocation of any monies available to management arising from any incentive fee in relation to any future property transactions set up by Sigma. He participates in the Sigma Carried Interest benefits and is also eligible to participate in the Sigma Share Plans, such level of participation to be at the discretion of the Remuneration Committee.

Sigma also maintains directors’ and officers’ insurance for the benefit of each Executive Director.
7.2 *The Chairman and the Sigma Non-Executive Directors*

The Sigma Non-Executive Directors are appointed by letters of appointment and do not have service agreements. The appointments are for an initial term for the period from the date on which the letter of appointment takes effect until Sigma’s next annual general meeting at which the director is required to retire under the Articles of Association or, in Ian Sutcliffe’s case, the next annual general meeting. Each of the directors may be re-elected at such an annual general meeting. Ian Sutcliffe’s appointment is also terminable on three months’ written notice.

The Sigma Non-Executive Directors are not entitled to bonuses, benefits or pensions contributions, nor to participate in any incentive schemes. The fees payable to the Sigma Non-Executive Directors comprise a standard director’s fee shown in the table below, which is subject to review in the ordinary course of business.

The following table summarises the dates of the letters of appointment, unexpired term and current fees of each Sigma Non-Executive Director:

<table>
<thead>
<tr>
<th>Name of Director</th>
<th>Date of current letter of appointment</th>
<th>Effective date of appointment</th>
<th>Unexpired term as at the Latest Practicable Date</th>
<th>Current annual fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ian Sutcliffe</td>
<td>4 May 2020</td>
<td>5 May 2020</td>
<td>Next annual general meeting</td>
<td>£120,000</td>
</tr>
<tr>
<td>David Sigsworth</td>
<td>8 June 2007</td>
<td>19 June 2007</td>
<td>Next annual general meeting</td>
<td>£100,000</td>
</tr>
<tr>
<td>James McMahon</td>
<td>10 June 2021</td>
<td>26 April 2011</td>
<td>Next annual general meeting</td>
<td>£80,000</td>
</tr>
</tbody>
</table>

A signed copy of Mr McMahon’s letter of appointment, which took effect on 26 April 2011, cannot be located and so on 10 June 2021 a replacement letter of appointment in the same terms as those signed by Mr Sigsworth on 8 June 2007, save as to director-specific details such as dates, annual fee payable and appointments to Board committees, was signed by the parties.

Sigma also maintains directors’ and officers’ insurance for the benefit of each Sigma Non-Executive Director.

7.3 *Policy on payment for loss of office*

If an Executive Director, other than Graham Barnet, gives or is given notice of the termination of their service agreement, Sigma may (although it is not obliged to) terminate the director’s employment immediately by payment of an amount equal to the director’s basic salary only in lieu of the whole or the remaining part of their notice period. Graham Barnet would be due salary and benefits in lieu of notice.

The effect on any share-based entitlements granted to an Executive Director under the Sigma Share Plans would be determined based on the relevant plan rules.

The default treatment for deferred bonus awards is that any outstanding awards vest on the normal vesting date, unless the Remuneration Committee decides that exceptional circumstances apply which make it appropriate for awards to vest on cessation of employment. However, if cessation is as a result of dismissal for gross misconduct or a similar ‘bad leaver’ reason, outstanding unvested awards will lapse.

The default treatment under the Sigma Share Plans is that awards are subject to a three year vesting period, and any outstanding awards lapse on cessation of employment. However, in certain prescribed circumstances (such as injury or disability, redundancy, or in other circumstances at the discretion of the Remuneration Committee), ‘good leaver’ status may be applied. For good leavers, awards not already vested will vest, and all awards under the Sigma Share Plans may be exercised within a period of six months following the date of cessation of employment, and if not exercised in this period they will normally lapse. In the event of death, awards not already vested will vest, and all awards under the Sigma Share Plans may be exercised during the period of one year following death, and if not exercised in this period will lapse.

Sigma has the power to enter into settlement agreements with directors and to pay compensation to settle potential legal claims. In addition, and consistent with market practice, in the event of the termination of an Executive Director’s contract, Sigma may pay a contribution towards that individual’s legal fees and the costs of outplacement services as part of a negotiated settlement. Any such fees will be disclosed as part of the terms of any
termination arrangements. For the avoidance of doubt, the policy does not include an explicit cap on the cost of termination payments.

7.4 Amendments, other contracts and other compensation

Save as disclosed above, there are no other contracts of service between the Sigma Directors and the Company or any of its subsidiaries.

Save as disclosed in this paragraph 7:

(a) no Sigma Director is entitled to commission or profit sharing arrangements;

(b) neither the service contract nor any of the letters of appointment set out in this paragraph 7 have been entered into or amended during the six months prior to the date of this Document; and

(c) other than statutory compensation and payment in lieu of notice, no compensation is payable by the Company to any Sigma Director upon early termination of their employment or appointment.

8. Market quotations

The following table shows the Closing Price for Sigma Shares as derived from AIM for the first Business Day of each of the six months before the date of this Document, for 10 June 2021 (being the last Business Day prior to the commencement of the Offer Period) and for the Latest Practicable Date:

<table>
<thead>
<tr>
<th>Date</th>
<th>Sigma Shares price (p)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 January 2021</td>
<td>131.0</td>
</tr>
<tr>
<td>1 February 2021</td>
<td>147.5</td>
</tr>
<tr>
<td>1 March 2021</td>
<td>156.5</td>
</tr>
<tr>
<td>1 April 2021</td>
<td>149.0</td>
</tr>
<tr>
<td>4 May 2021</td>
<td>147.5</td>
</tr>
<tr>
<td>1 June 2021</td>
<td>149.0</td>
</tr>
<tr>
<td>10 June 2021</td>
<td>149.0</td>
</tr>
<tr>
<td>28 June 2021</td>
<td>202.0</td>
</tr>
</tbody>
</table>

9. Material contracts

9.1 Sigma material contracts

Save as disclosed below, no member of the Sigma Group has, during the period beginning on 11 June 2019, entered into any material contract otherwise than in the ordinary course of business.

The following contracts, not being contracts entered into in the ordinary course of business, and which are or may be material, have been entered into by members of the Sigma Group during the period beginning on 11 June 2019:

EQT JV shareholders’ agreement

On 21 September 2020, Sigma Capital Property Limited (“Sigma Capital Property”) entered into a shareholders agreement with EQT Real Estate and London BTR Investments Limited (“EQT JVCo”) in relation to the EQT JV. The agreement governs the EQT JV’s capital contributions and investment processes and sets out the rights and obligations of the parties in relation to the EQT JV. The EQT JV’s purpose is to exploit buy-to-let opportunities in and around London based on certain investment criteria. EQT Real Estate and Sigma Capital Property have 95 per cent. and 5 per cent. shareholdings respectively in EQT JVCo. EQT Real Estate’s initial equity commitment is £300 million, and Sigma Capital Property’s is £15.8 million. The stated duration of the EQT JV is seven years unless extended. Subject to EQT Real Estate realising a minimum cash multiple on its investment, Sigma Capital Property is entitled to a ‘promote’ of 20 per cent. of profits above an agreed IRR-based hurdle that represents the priority return for shareholders.

EQT JVCo has exclusivity, subject to certain carve-outs, during the term of the EQT JV to invest in areas inside of the M25 and commuter belt plots (being plots outside of the M25 but within
a 45 minute road/rail commute to a mainline London station). The parties are obliged to use all reasonable endeavours to promote and develop the business of EQT JVCo to the best advantage of EQT JVCo.

Subject to drag and tag provisions, EQT Real Estate may sell any property or subsidiary or transfer its A shares in EQT JVCo to any person without the consent of Sigma Capital Property. Subject to tag provisions, EQT Real Estate may transfer its A shares in EQT JVCo to a bona fide co-investor (being any shareholder of EQT Real Estate or any member of EQT Real Estate’s group) without the consent of Sigma Capital Property. EQT Real Estate and Sigma Capital Property may each transfer any shares held in EQT JVCo to a member of that party’s group.

At any time after the expiry of the EQT JV period, EQT Real Estate may require the sale of all or some of the EQT JV assets or the corporate structure of the EQT JV. If no such sale is required within six months of the expiration of the EQT JV period, Sigma Capital Property may offer its interests in EQT JVCo to EQT Real Estate. If EQT Real Estate does not acquire all such interests, Sigma Capital Property may sell the entirety of its remaining interests to an institutional buyer at a price that is not lower than the price offered to EQT Real Estate. EQT Real Estate has the right to acquire Sigma Capital Property’s shares in EQT JVCo (at 70 per cent. or 100 per cent. of the fair value depending on the specific circumstances) in certain circumstances relating to change of control of Sigma Capital Property, breach or termination of the shareholders’ agreement or related agreements.

**EQT JV asset management agreement**

On 21 September 2020, Sigma Capital Property entered into an asset management agreement with EQT JVCo for the purpose of the provision of asset management services to EQT JVCo and EQT JVCo’s special purpose vehicles, such agreement to continue until terminated in accordance with its terms. Sigma Capital Property receives fees of 0.5 per cent. per annum of the total development cost (including land and construction cost) for each site covered by the agreement, payable from the date of stabilisation of the relevant site. The agreement may be terminated by EQT JVCo at any time in the event of, inter alia, a change of control of either:

(i) the Company, which results in a controlling entity that, in the reasonable opinion of EQT JVCo, is not an institutional investor; or (ii) Sigma Capital Property.

**EQT JV construction management agreement**

On 21 September 2020, Sigma Capital Property entered into a construction management agreement with EQT JVCo for the purpose of the provision of land acquisition and construction management services in respect of buy-to-rent development sites, such agreement to continue until terminated. Sigma Capital Property receives fees of 4 per cent. per annum of the construction costs incurred (excluding cost of the acquisition of the land) in respect of the sites covered by the agreement. Sigma Capital Property also receives a land acquisition fee of 2.5 per cent. of the land price on acquisition of a site by EQT JVCo. The agreement may be terminated by EQT JVCo at any time in the event of, inter alia, a change of control of either:

(i) the Company, which results in a controlling entity that, in the reasonable opinion of EQT JVCo, is not an institutional investor; or (ii) Sigma Capital Property.

**EQT JV share purchase agreement**

Sigma PRS General Partner LLP (as general partner and trustee of Sigma PRS Property Investments LP) ("Sigma PRS GP") (as seller) and EQT JVCo (as buyer) entered into a share purchase agreement on 21 September 2020, pursuant to which Sigma PRS GP agreed, on the terms therein and subject to the condition (inter alia) of practical completion and availability of debt finance to fund part of the purchase price, to sell the entire issued share capital of two property companies (the “PropertyCos”), which respectively own property at Fresh Wharf and Beam Park locations, to EQT JVCo (or any wholly-owned subsidiary of EQT JVCo). The total purchase price is £47,640,000, adjusted for cash and indebtedness. The long stop date for satisfaction of the conditions contained therein is 31 January 2022. If any condition has not been fulfilled or unconditionally waived by EQT JVCo prior to the long stop date, or if EQT JVCo has not put in place the requisite funding, either party may elect not to proceed to completion in relation to the relevant PropertyCo. If such election is made in relation to both PropertyCos, the agreement will terminate.
Sigma PRS GP gave a number of warranties to EQT JVCo in respect of each PropertyCo as at the date of the agreement, including standard corporate, financial, litigation and tax warranties, which do not expire at completion. Sigma PRS GP also gave indemnities to EQT JVCo and its affiliates in respect of debt of each PropertyCo arising prior to completion. Sigma PRS GP is subject to various typical restrictions on activities in relation to each PropertyCo, which apply during the period prior to completion.

**Investment advisory agreement with PRS REIT**

On 4 May 2017, Sigma PRS Management Limited ("Sigma PRS Management") entered into an investment advisory agreement with PRS REIT and G10 Capital, which agreement was amended on 19 January 2021, extending the initial six-year period to 31 December 2026. The purpose of the agreement was to appoint Sigma PRS Management to provide investment advisory services to PRS REIT and to transact on behalf of PRS REIT in relation to the acquisition and development of buy-to-rent sites in accordance with PRS REIT's investment objective and investment policy. Any party can terminate the agreement on service of 12 months’ notice at any time after 31 December 2025.

Sigma PRS Management receives monthly fees (exclusive of VAT) calculated at the rate of:

- 1 per cent. per annum adjusted NAV up to and including £250 million;
- 0.9 per cent. per annum adjusted NAV in excess of £250 million up to and including £500 million;
- 0.75 per cent. per annum adjusted NAV in excess of £500 million up to and including £1 billion;
- 0.5 per cent. per annum adjusted NAV in excess of £1 billion up to and including £2 billion; and
- 0.4 per cent. per annum adjusted NAV in excess of 2 billion,

where “adjusted NAV” is the net asset value of PRS REIT less the amount equal to the development cost incurred in respect of sites under construction at the relevant time.

**UK PRS Portfolio (Gatehouse) limited partnership agreement**

On 3 December 2015, Sigma UK PRS GP Limited ("Sigma GP") entered into a limited partnership agreement with Ascend GP Limited ("Ascend GP"), UK PRS Deal GP Limited ("Gatehouse GP"), Sigma Thistle Phase II FP Limited Partnership ("Sigma Promote Limited Partner") and UK PRS Funding Limited ("Gatehouse Limited Partner"). This agreement was amended on 1 April 2020 to allow for the acquisition of an additional property site into the UK PRS portfolio and certain incidental matters, and will continue until terminated in accordance with its terms. The purpose of the agreement was to establish a limited partnership – UK PRS (Jersey) I Limited Partnership – to acquire, develop and manage a portfolio of buy-to-rent assets. Up to £100 million of funding was committed by Gatehouse Limited Partner at fund closing in December 2015. Net profits are distributed in the following order of priority:

- 100 per cent. to Gatehouse GP until it has been repaid its commitment and an agreed IRR-based priority return;
- to Sigma Promote Limited Partner, a ‘promote’ profit share of 20 per cent. of excess profits, and with the balance to Gatehouse Limited Partner; and
- at the end of the life of the limited partnership, any balance to the partners in repayment of their respective capital contributions.

Quarterly fees are paid as follows:

- subject to an Associate (as defined therein) of Sigma GP having entered into an asset management agreement relating to the relevant site, Sigma GP receives an annual profit share equal to 0.25 per cent. of the total delivery cost of completed units, paid quarterly; and
- subject to an Associate of Ascend GP having entered into an L&M Contract (as defined therein) relating to the relevant site, Ascend GP receives 4 per cent. of the total rent received during a tenancy.
Following a termination in respect of Sigma GP for fault, Sigma Promote Limited Partner’s amount will be reduced pro rata for units developed and time elapsed up to the termination date relative to units developed and time elapsed to exit.

Gatehouse GP has discretion with regard to the timing of an exit from the limited partnership. However, Gatehouse GP is required to seek an exit as soon as reasonably practicable after the seventh anniversary of fund closing (subject to the agreement by the parties of up to two one-year extensions).

**Springfield collaboration agreement**

On 24 September 2019, Sigma PRS Management entered into a collaboration agreement with Springfield Properties PLC (“Springfield”). The purpose of this agreement is to facilitate the origination and acquisition of sites with a view to meeting targets on the delivery of new buy-to-rent homes in Scotland, and will continue until terminated in accordance with its terms. The agreement documents the key terms by which it is proposed that the parties will acquire and develop sites in Scotland for the private rental sector. Where Sigma PRS Management accepts a proposal made by Springfield in relation to any site, such site is added to the construction and property framework agreements in place between the Sigma Group and Springfield.

Sigma PRS Management has a right of first refusal over any site, subject to certain caveats, controlled by Springfield that is to be developed for buy-to-rent purposes. Any site approved and acquired by Sigma PRS Management (or a member of its group) in accordance with the agreement shall, at the request of Springfield, be acquired subject to a requirement not to sell more than 20 per cent. of the units on site as market-for-sale units during any 12-month period during the five years from the date of the acquisition. Sigma PRS Management has provided a similar right of first refusal to Springfield in respect of any open market sale site in Scotland under its control.

9.2 **Bidco material contracts**

No member of the Bidco Group has, during the period beginning on 11 June 2019, entered into any material contract otherwise than in the ordinary course of business.

10. **Offer-related fees and expenses**

10.1 **Bidco fees and expenses**

The aggregate fees and expenses expected to be incurred by Bidco in connection with the Acquisition (excluding any applicable VAT and other taxes) are expected to be approximately £5.6 million (excluding applicable VAT and other similar taxes).

Set out below are the estimates of fees and expenses (excluding applicable VAT and other similar taxes) expected to be incurred in relation to:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount (£ million)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial and corporate broking advice</td>
<td>3.3</td>
</tr>
<tr>
<td>Legal advice</td>
<td>1.5</td>
</tr>
<tr>
<td>Public relations advice</td>
<td>0.2</td>
</tr>
<tr>
<td>Other professional services</td>
<td>0.4</td>
</tr>
<tr>
<td>Other costs and expenses</td>
<td>0.2</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5.6</strong></td>
</tr>
</tbody>
</table>

10.2 **Sigma fees and expenses**

The aggregate fees and expenses expected to be incurred by Sigma in connection with the Acquisition (excluding any applicable VAT and other taxes) are expected to be approximately £4.5 million (excluding applicable VAT and other similar taxes).
Set out below are the estimates of fees and expenses (excluding applicable VAT and other similar taxes) expected to be incurred in relation to:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount (£ million)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial and corporate broking advice</td>
<td>3.4</td>
</tr>
<tr>
<td>Legal advice (1)</td>
<td>0.8</td>
</tr>
<tr>
<td>Public relations advice</td>
<td>0</td>
</tr>
<tr>
<td>Other professional services (2)</td>
<td>0.2</td>
</tr>
<tr>
<td>Other costs and expenses (3)</td>
<td>0.1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4.5</strong></td>
</tr>
</tbody>
</table>

(1) These services are charged by reference to hourly rates. Amounts included here reflect the time incurred up to the Latest Practicable Date and an estimate of further time required.

(2) Amount includes property valuation fees and counsel’s fees for services in connection with the Court process relating to the Scheme.

(3) Amount includes costs of printing, use of the Virtual Meeting Platform, data room costs, and fees payable to the London Stock Exchange.

11. **Financing arrangements relating to Bidco**

The cash consideration payable by Bidco pursuant to the Acquisition will be financed by a combination of direct and/or indirect capital contributions to Bidco from investment funds managed by PineBridge Benson Elliot. In connection with the financing of Bidco, the Investment Funds have entered into the Equity Commitment Letter with Bidco.

12. **Cash confirmation**

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

13. **Persons acting in concert**

13.1 In addition to the Bidco Directors (together with their close relatives and related trusts), PineBridge Benson Elliot and members of the Bidco Group, the persons who, for the purposes of the Takeover Code, are acting in concert with Bidco are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Registered Office</th>
<th>Relationship with Bidco</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evercore Partners</td>
<td>15 Stanhope Gate, London W1K 1LN</td>
<td>Financial adviser</td>
</tr>
<tr>
<td>International LLP</td>
<td>United Kingdom</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Registered Office</th>
<th>Relationship with Sigma</th>
</tr>
</thead>
<tbody>
<tr>
<td>N+1 Singer</td>
<td>1 Bartholomew Lane, London, EC2N 2AX</td>
<td>Nominated adviser and corporate broker</td>
</tr>
<tr>
<td>Rothschild &amp; Co</td>
<td>New Court, St Swithin's Lane, London, EC4N 8AL</td>
<td>Financial adviser</td>
</tr>
</tbody>
</table>

14. **No significant change**

There has been no significant change in the financial or trading position of Sigma since 31 March 2021, being the date to which the latest interim financial information published by Sigma was prepared.

15. **Consent**

Each of CBRE, Evercore, N+1 Singer and Rothschild & Co has given and not withdrawn its written consent to the issue of this Document with the inclusion of references to its name in the form and context in which they are included.
16. **Documents incorporated by reference**

16.1 Parts of other documents are incorporated by reference into, and form part of, this Document.

16.2 Part V of this Document sets out which sections of certain documents are incorporated by reference into, and form part of, this Document.

16.3 Sigma Shareholders may request a hard copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference will not be sent to such persons unless requested, free of charge, by (i) calling the Company’s Registrar, Link Group, on 0371 664 0321 (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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes), or (ii) by writing to Link Group, 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL, in each case stating your name, and the address to which the hard copy should be sent.

17. **Documents available for inspection**

17.1 Copies of the following documents will be available for viewing on Sigma’s and Bidco’s websites at www.sigmacapital.co.uk/investor-relations/offer-for-the-company and www.pinebridge.com/pinebridge-benson-elliot/firm-offer respectively no later than 12:00 p.m. on the Business Day following the date of publication of this Document (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions):

(a) this Document;
(b) the Forms of Proxy;
(c) the Virtual Meeting Guide;
(d) the memorandum and articles of association of each of Sigma and Bidco;
(e) a draft of the Articles of Association of Sigma as proposed to be amended at the General Meeting;
(f) the Rule 2.7 Announcement;
(g) the Investment Agreement;
(h) the Proposed Articles;
(i) the Loan Note Instrument;
(j) the financial information relating to Sigma referred to in Part A of Part V (Financial and Ratings Information) of this Document;
(k) the financial information relating to Bidco referred to in Part C of Part V (Financial and Ratings Information) of this Document;
(l) the Equity Commitment Letter;
(m) the Sigma property valuation report at Part VIII of this Document;
(n) the written consents referred to in section 15 above;
(o) the Confidentiality Agreement; and
(p) copies of the irrevocable undertakings and the letters of intent referred to in section 6 of this Part IX.

18. **Sources of information and bases of calculation**

18.1 In this Document, unless otherwise stated, or the context otherwise requires, the following bases and sources have been used:

(a) the value of £188.4 million attributed to the fully diluted issued and to be issued share capital of Sigma is based on a value of 202.1 pence per Sigma Share and:

(i) 89,658,666 Sigma Shares in issue as at the Latest Practicable Date; plus
(ii) 5,900,957 Sigma Shares which may be issued on or after the date of this Document to satisfy the exercise of options and vesting of awards outstanding under the Sigma Share Plans, as provided by Sigma to Bidco pursuant to Note 3 to Rule 10 of the Takeover Code;

(iii) nil Sigma Shares held in treasury, as provided by Sigma to Bidco pursuant to Note 3 to Rule 10 of the Takeover Code;

(b) unless otherwise stated, all percentages expressed to be of Sigma’s issued share capital or total issued share capital are of Sigma’s total issued share capital excluding shares held in treasury;

(c) unless otherwise stated, all prices for Sigma Shares have been derived from the Daily Official List and represent Closing Prices on the relevant date(s); and

(d) volume weighted average prices trading volume data have been derived from Bloomberg and, in the case of volume weighted average prices, have been rounded to the nearest single decimal place.
PART X

DEFINITIONS

"2.7 Announcement" the announcement made by Bidco on 11 June 2021 of its firm intention to make a cash offer for Sigma;

"2020 Sigma Annual Report" the annual report and audited accounts of Sigma for the year ended 30 September 2020;

"A1 Ordinary Shares" A1 ordinary shares of £1.00 each in the capital of Topco;

"A2 Ordinary Shares" A2 ordinary shares of £1.00 each in the capital of Topco;

"A Ordinary Shares" A1 Ordinary Shares and A2 Ordinary Shares;

"Acquisition" the proposed acquisition of the entire issued and to be issued share capital of Sigma by Bidco, to be effected by the Scheme (or by the Offer under certain circumstances described in this Document);

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

"AIM Rules" the AIM Rules for Companies published by the London Stock Exchange from time to time;

"Articles of Association" the articles of association of Sigma in force from time to time;

"associated undertaking" shall be construed in accordance with paragraph 19 of Schedule 6 to The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 (SI 2008/410) but for this purpose ignoring paragraph 19(1)(b) of Schedule 6 to those regulations;

"Authorisations" regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals;

"B Ordinary Shares" B ordinary shares of £1.00 each in the capital of Topco;

"Benson Elliot" Benson Elliot Capital Management LLP;

"Bidco" Six Bidco Ltd, incorporated in England and Wales with registered number 13429823;

"Bidco Directors" the directors of Bidco, whose names are set out in paragraph 2.2 of Part IX;

"Bidco Group" Bidco and its subsidiary undertakings and where the context permits, each of them;

"Blocking Law" (i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom); or (ii) any similar blocking or anti-boycott law;

"Business Day" a day other than a Saturday, Sunday or public holiday in England;

"Cash Offer" 202.1 pence in cash for each Sigma Share;

"certificated" or "in certificated form" a share or other security which is not in uncertificated form (that is, not in CREST);

"CGT" UK capital gains tax;

"Closing Price" the closing middle market price of a Sigma Share as derived from the Daily Official List on any particular date;

"CMA" the Competition and Markets Authority of the United Kingdom;
**“CMA Phase 2 Reference”**

a reference of the Acquisition to the chair of the CMA for the composition of a group under schedule 4 to the Enterprise and Regulatory Reform Act 2013;

**“Companies Act 2006”**

the UK Companies Act 2006 (as amended from time to time);

**“Conditions”**

the conditions to the implementation of the Acquisition (including the Scheme) which are set out in Part III of this Document;

**“Confidentiality Agreement”**

the confidentiality agreement entered into between Sigma and PineBridge Benson Elliot, dated 26 February 2021 (as amended by a letter of amendment dated 16 March 2021);

**“Court”**

the High Court of Justice in England and Wales;

**“Court Meeting”**

the meeting or meetings of the Independent Scheme Shareholders (or any class or classes thereof) to be convened by an order of the Court pursuant to section 896 of the Companies Act 2006, notice of which is set out in Part XI of this Document, for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment) and any adjournment, postponement or reconvening thereof;

**“Court Order”**

the order of the Court sanctioning the Scheme under section 899 of the Companies Act 2006;

**“CREST”**

the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the CREST Regulations;

**“CREST Manual”**

the CREST Manual published by Euroclear, as amended from time to time;

**“CREST Regulations”**

the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) as transposed into UK law by EUWA and as further amended by secondary legislation made under EUWA from time to time;

**“Daily Official List”**

the Daily Official List of the London Stock Exchange;

**“Dealing Disclosure”**

has the same meaning as in Rule 8 of the Takeover Code;

**“Disclosed”**

the information fairly disclosed by or on behalf of Sigma: (i) in the 2020 Sigma Annual Report; (ii) in the 2.7 Announcement; (iii) in any other announcement to a Regulatory Information Service prior to the publication of this Document; (iv) prior to the date of this Document in the virtual data room operated by or on behalf of Sigma in respect of the Acquisition;

**“Disclosure Guidance and Transparency Rules”**

the disclosure guidance and transparency rules made by the FCA made and forming part of the FCA Handbook;

**“Disclosure Period”**

the period commencing on 11 June 2020 (being the date 12 months prior to the start of the Offer Period) and ending on the Latest Practicable Date;

**“Document”**

this Document dated 29 June 2021 addressed to Sigma Shareholders containing the Scheme and an explanatory statement in compliance with section 897 of the Companies Act 2006;

**“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; or
if the Acquisition is implemented by way of the Offer, the Offer having been declared or having become unconditional in all respects in accordance with the requirements of the Takeover Code;

"Effective Date" the date on which the Scheme becomes Effective;

"Enlarged Group" the combined Sigma Group and Bidco Group following completion of the Acquisition;

"EQT JV" the joint venture between Sigma and EQT Real Estate;

"EQT Real Estate" Saturn Holding Co SARL;

"Equity Commitment Letter" the equity commitment letter entered into between the Investment Funds and Bidco dated 11 June 2021;

"Euroclear" Euroclear UK & Ireland Limited (a company incorporated in England and Wales with registered number 02878738, being the operator of CREST);

"Evercore" Evercore Partners International LLP;

"Excluded Shares" (i) any Sigma Shares which are registered in the name of or beneficially owned by PineBridge Benson Elliot or any of its subsidiary undertakings immediately prior to the Scheme Record Time; and

(ii) any Sigma Shares held in treasury;

"Executive Directors" the executive directors of Sigma as at the date of this Document and "Executive Director" means any one of them;

"Explanatory Statement" the explanatory statement (in compliance with section 897 of the Companies Act 2006) relating to the Scheme, as set out in Part II of this Document;

"FCA" the UK Financial Conduct Authority;

"FCA Handbook" the FCA’s Handbook of rules and guidance as amended from time to time;

"Form(s) of Proxy" either or both (as the context demands) of the BLUE Form of Proxy in relation to the Court Meeting and/or the YELLOW Form of Proxy in relation to the General Meeting;

"FSMA" the Financial Services and Markets Act 2000 (as amended from time to time);

"Gatehouse Bank" Gatehouse Bank plc;

"General Meeting" the general meeting of Sigma Shareholders, convened by the notice set out in Part XII of this Document (including any adjournment thereof) for the purpose of considering and, if thought fit, approving, inter alia, the Resolutions;

"Gross Development Cost" comprises land, land acquisition costs, stamp duty land tax and the design & build construction cost;

"HMRC" Her Majesty’s Revenue and Customs or its successor from time to time;

"holder" a registered holder and includes any person(s) entitled by transmission;

"Independent Scheme Shareholders" Scheme Shareholders other than, insofar as they are the registered holders of Schemes Shares, the Wider Management Team;

"Independent Sigma Directors" James McMahon, David Sigsworth and Duncan Sutherland;
“Independent Sigma Shareholders” Sigma Shareholders other than Graham Barnet, Michael McGill, Ian Sutcliffe and Gwynn Thomson;

“Initial Sweet Equity Managers” the Wider Management Team other than Ian Sutcliffe;

“Investment Agreement” the investment agreement relating to Bidco among Bidco and the Wider Management Team dated 11 June 2021;

“Investment Funds” Benson Elliot Real Estate Partners V, LP and Benson Elliot Real Estate Partners V-B, LP;

“Investor” UK SFH Ltd, incorporated in England and Wales with registered number 13425159;

“Latest Practicable Date” close of business on 28 June 2021, being the latest practicable date before publication of this Document;

“Link Group” the trading name of Link Market Services (the Company’s registrar and Receiving Agent);

“Loan Note Instrument” the loan note instrument constituting the Loan Notes executed by Topco on 11 June 2021;

“Loan Notes” unsecured 2031 loan notes of Topco constituted by the loan note instrument constituting the Loan Notes executed by Topco on 11 June 2021;

“London Stock Exchange” London Stock Exchange plc;

“Long Stop Date” 13 December 2021, or such later date as may be agreed in writing by Bidco and Sigma (with the Panel’s consent and as the Court may approve (if such approval(s) is or are required));

“Lumi” Lumi AGM UK Limited;

“Management Directors” Graham Barnet, Michael McGill, Ian Sutcliffe and Gwynn Thomson;

“Market Abuse Regulation” the UK version of the Market Abuse Regulation (EU) No 596/2014, which came into effect on 1 January 2021 when the EU Market Abuse Regulation (EU) No 596/2014 was incorporated into UK domestic law by EUWA, with certain modifications;

“Meeting” the Court Meeting and the General Meeting and, where the context permits, each of them;

“N+1 Singer” Nplus1 Singer Advisory LLP;

“Offer Period” the Offer Period (as defined by the Takeover Code) relating to Sigma which commenced on 11 June 2021 and ends on 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 Takeover Code may provide or the Panel may decide);

“Opening Position Disclosure” has the same meaning as in Rule 8 of the Takeover Code;

“Ordinary Resolution” the ordinary resolution to be proposed at the General Meeting in accordance with the requirements of Rule 16.2 of the Takeover Code to approve the Reinvestment and Incentive Arrangements and which must be passed by Independent Sigma Shareholders (excluding those members of the Wider Management Team who are registered holders of Sigma Shares) representing 50 per cent. or more of the votes cast (either in person or by proxy) at the General Meeting;

“Overseas Shareholders” Sigma Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom;
“Panel” the Panel on Takeovers and Mergers;
“PineBridge Benson Elliot” PineBridge Benson Elliot LLP;
“Proposed Articles” the articles of association of Topco, proposed to be adopted in connection with the Investment Agreement;
“PRS” Private Rented Sector;
“PRS REIT” The PRS REIT plc;
“Put Option” the put option under which the Investor is the obligor for the benefit of the Rollover Managers in respect of their A2 Ordinary Shares and Loan Notes;
“Registrar” or “Receiving Agent” Link Group;
“Registrar of Companies” the Registrar of Companies in England and Wales;
“Regulatory Information Service” Has the same meaning as in the AIM Rules;
“Reinvestment and Incentive Arrangements” the arrangements with the Wider Management Team described in paragraph 12.2 of Part II of this Document;
“Resolutions” the Ordinary Resolution and the Special 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 Sigma Shareholders in that jurisdiction;
“Rollover Managers” the Wider Management Team excluding Jack Barnet, Steven Brewster and Adam Freeland;
“Rothschild & Co” N.M. Rothschild & Sons Limited;
“Sanction Hearing” the hearing of the Court to Sanction the Scheme;
“Scheme” or “Scheme of Arrangement” the proposed scheme of arrangement under Part 26 of the Companies Act 2006 between Sigma and holders of Scheme Shares, as set out in Part IV of this Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Sigma and Bidco;
“Scheme Court Hearing” the hearing of the Court to sanction the Scheme pursuant to 899 of the Companies Act 2006 and any adjournment, postponement or reconvening thereof;
“Scheme Record Time” 6:00 p.m. on the Business Day immediately prior to the Effective Date, or such other time as Sigma and Bidco may agree;
“Scheme Shareholder” a holder of Scheme Shares;
“Scheme Shares” (i) the Sigma Shares in issue at the date of this Document;
(ii) any Sigma Shares issued after the date of this Document and prior to the Voting Record Time; and
(iii) any Sigma Shares issued at or after the Voting Record Time and prior to the Scheme Record Time in respect of which the original or any subsequent holder thereof is bound by the Scheme, or shall by such time have agreed in writing to be bound by the Scheme,
in each case (where the context requires), remaining in issue at the Scheme Record Time but excluding any Excluded Shares at any relevant date or time;
“SDRT” UK stamp duty reserve tax;
“Sigma” or “Company” Sigma Capital Group Plc, a company incorporated in England and Wales with registered number 03942129;

“Sigma Board” the Sigma Directors acting together as the board of directors of Sigma;

“Sigma Directors” the directors of Sigma, whose names are set out in paragraph 2.1 of Part IX;

“Sigma Group” Sigma and its subsidiary undertakings and, where the context permits, each of them;

“Sigma Non-Executive Directors” Ian Sutcliffe, David Sigsworth and James McMahon;

“Sigma Share Plans” each of: (i) the Sigma Company Share Option Scheme 2010, adopted by the board of Sigma on 6 October 2010; (ii) the Sigma Unapproved Share Option Scheme 2010, adopted by the board of Sigma on 23 November 2010, in each case as amended from time to time in accordance with the terms thereof, the “Sigma Share Option Plan” and “Sigma Unapproved Option Plan” respectively; and (iii) a standalone unapproved option award granted to the Non-Executive Chairman on 5 May 2020;

“Sigma Shares” the existing unconditionally allotted or issued fully paid ordinary shares of 1 pence each in the capital of Sigma and any further such ordinary shares which are unconditionally allotted or issued before the Scheme becomes Effective;

“Sigma Shareholders” the holders of Sigma Shares from time to time;

“Significant Interest” in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital of such undertaking;

“Special Resolution” the special resolution to be proposed at the General Meeting for the purposes of (a) authorising the Sigma Directors to take such action as they consider necessary to implement the Scheme; and (b) making the amendments to Sigma's articles of association outlined in paragraph 10.3 of Part IV of this Document and which must be passed by eligible Sigma Shareholders representing 75 per cent. or more of the votes cast (either in person or by proxy) at the General Meeting;

“subsidiary”, “subsidiary undertaking” and “undertaking” shall be construed in accordance with the Companies Act 2006;

“Sweet Equity Pot” B Ordinary Shares representing a total of 10 per cent. of the value of Bidco delivered on a future exit once the holders of ordinary equity securities in Topco have received a 10 per cent. annual return;

“Takeover Code” the City Code on Takeovers and Mergers of the UK issued by the Panel, as amended from time to time;

“Takeover Offer” subject to the consent of the Panel, should the Acquisition be implemented by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act, the offer to be made by or on behalf of Bidco to acquire the entire issued and to be issued share capital of Sigma (other than any Sigma shares held by Sigma in treasury or already owned by Bidco or any of its subsidiary undertakings), and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;

“Third Party” a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body or any other body or person whatsoever in any jurisdiction;

“Topco” Bidco’s parent entity, Penta Exi Ltd, a company incorporated in England and Wales with registered number 13427441;

“UK” or “United Kingdom” the United Kingdom of Great Britain and Northern Ireland;

“uncertificated” or “in uncertificated form” a share or other security 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;

“US” or “United States” the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia;

“US Exchange Act” the US Securities Exchange Act of 1934 (as amended) and the rules and regulations promulgated thereunder;

“US Sigma Shareholder” a Sigma Shareholder resident or located in the United States of America;

“Virtual Meeting Guide” the guide prepared by Lumi explaining how Scheme Shareholders and Sigma Shareholders can remotely access and participate in the Meetings via the Virtual Meeting Platform;

“Virtual Meeting Platform” the virtual meeting platform facilitated by Lumi;

“Voting Record Time” 6:00 p.m. on the day which is two Business Days prior to the date of the Court Meeting and the General Meeting or, if the Court Meeting and/or the General Meeting is adjourned, 6:00 p.m. on the day which is two Business Days before the date of such adjourned Meeting;

“Wider Bidco Group” Bidco and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which Bidco and/or such subsidiaries or undertakings (aggregating their interests) have a Significant Interest;

“Wider Management Team” the Management Directors together with Jack Barnet, Jason Berry, Steven Brewster, Adam Freeland, Michael Scott and Robert Sumner; and

“Wider Sigma Group” Sigma and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which Sigma and/or such subsidiaries or undertakings (aggregating their interests) have a Significant Interest.

For the purposes of this Document:

• all references to “£”, “pence” and “p” are to the lawful currency of the United Kingdom; and
• all times referred to are London time unless otherwise stated.
PART XI

NOTICE OF COURT MEETING

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)
DEPUTY INSOLVENCY AND COMPANIES COURT JUDGE SCHAFFER

IN THE MATTER OF SIGMA CAPITAL GROUP PLC
and

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an order dated 28 June 2021 made in the above matters, the Court has given permission for a meeting (the “Court Meeting”) to be convened of those persons who are Independent Scheme Shareholders as at the Voting Record Time (each as defined in the Scheme (defined below)) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement proposed to be made pursuant to Part 26 of the Companies Act 2006 (the “Companies Act 2006”) between Sigma Capital Group plc (the “Company”) and the holders of Scheme Shares (the “Scheme”) and that such meeting will be held at 18 Alva Street, Edinburgh, Scotland, EH2 4QG at 10:00 a.m. on 23 July 2021, at which time all Independent Scheme Shareholders are requested to attend either in person or virtually via the Virtual Meeting Platform.

At the Court Meeting, Independent Scheme Shareholders will be asked to vote in respect of a resolution approving the Scheme and authorising the directors of the Company to take all such actions as they consider necessary or appropriate for carrying the Scheme into effect.

A copy of the Scheme and a copy of the Explanatory Statement required to be published pursuant to section 897 of the Companies Act 2006 are incorporated in the Document of which this notice forms part.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term 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 via the Virtual Meeting Platform and otherwise as the Chair of the Court Meeting may determine.

Capacity and COVID-19 restrictions
Due to the limited capacity of the meeting venue and in light of the COVID-19 restrictions in place at the date of this Document, and which may be in place on the date of the Court Meeting, and in the interests of the health and safety of our directors and shareholders, Independent Scheme Shareholders (including their duly appointed proxies and/or corporate representatives) are strongly discouraged from attending the Court Meeting in person.

Independent Scheme Shareholders (and their duly appointed proxies and/or corporate representatives) will be given the opportunity to attend, speak, submit written questions and/or raise any objections and vote at the Court Meeting remotely via a virtual meeting platform provided by Lumi (the “Virtual Meeting Platform”), further details of which are set out below and in the Virtual Meeting Guide. In accordance with the Company’s Articles of Association, the Virtual Meeting Platform will include audio and video functionality in order for Independent Scheme Shareholders to see and communicate with one another at the Court Meeting. Joining details for audio and video functionality at the Court Meeting will be provided to Independent Scheme Shareholders once they have signed in to the Virtual Meeting Platform on the day of the Court Meeting. Independent Scheme Shareholders may also submit questions to be considered at the Court Meeting at any time up to 48 hours before the Court Meeting by emailing investor-relations@sigmacapital.co.uk. The Chair of the Court Meeting will ensure that all such questions and/or any objections relating to the formal business of the Court Meeting are addressed during the Court Meeting, unless no response is required to be provided under the Companies Act 2006 or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the Court Meeting.
The COVID-19 situation is constantly evolving, and the UK and Scottish Governments may at any time change current restrictions or implement further measures relating to the holding of shareholder meetings during the affected period. Any changes to the arrangements for the Court Meeting will be communicated to Sigma Shareholders and Independent Scheme Shareholders before the Meetings, including through our website www.sigmacapital.co.uk/investor-relations/offer-for-the-company and by announcements made through a Regulatory Information Service.

All references in this notice to “attend” and “vote” or “attending” and “voting” in the context of the Court Meeting include remote attendance via the Virtual Meeting Platform and voting by proxy or remotely via the Virtual Meeting Platform respectively.

**Instructions for accessing the Virtual Meeting Platform**

Independent Scheme Shareholders will be given the opportunity to attend, ask questions, submit written questions and/or raise any objections and vote at the Court Meeting via the Virtual Meeting Platform.

Independent Scheme Shareholders can access the Virtual Meeting Platform via a mobile web client, which is compatible with the latest browser versions of Chrome, Firefox, Internet Explorer 11 (Internet Explorer v. 10 and below are not supported), Edge and Safari and can be accessed using any web browser, on a PC or smartphone device. To remotely attend, submit written questions and/or vote using this method, please go to https://web.lumiagm.com.

Once you have accessed https://web.lumiagm.com from your web browser, you will be asked to enter the Lumi Meeting ID which is 100-436-864. You will then be prompted to enter your unique login and PIN number. Your unique login is your 11-digit Investor Code (“IVC”), including any zeros, and your PIN number is the last four digits of your IVC. Your IVC can be found printed on your Form of Proxy. If you are not in receipt of your IVC this can also be found on a share certificate or dividend tax voucher, or alternatively, if you are already registered on this website, you can sign in to www.signalshares.com to obtain your IVC.

Access to the Court Meeting via the website will be available from 9:45 a.m. on 23 July 2021, as further detailed below. If you are unable to access your IVC and PIN, please call Link Group on 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Although access to the Court Meeting will be available from 9:45 a.m. on 23 July 2021, voting functionality will not be enabled until the Chair of the Court Meeting declares the poll open. Independent Scheme Shareholders will be permitted to ask questions and to submit written questions (via the Virtual Meeting Platform) during the course of the Court Meeting and can use the same function to raise any objections they may have to the Scheme. Independent Scheme Shareholders may also submit questions to be considered at the Court Meeting at any time up to 48 hours before the Meeting by emailing investor-relations@sigmacapital.co.uk. The Chair of the Court Meeting will ensure that all such questions and/or any objections relating to the formal business of the Court Meeting are addressed during the Court Meeting, unless no response is required to be provided under the Companies Act 2006 or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the Court Meeting.

During the Court Meeting, you must ensure you are connected to the internet at all times in order to submit written questions and/or any objections and vote when the Chair commences polling. Therefore, it is your responsibility to ensure connectivity for the duration of the Court Meeting via your wireless or other internet connection. The Virtual Meeting Guide contains further information on remotely accessing and participating in the Meetings via https://web.lumiagm.com and is available on Sigma’s website at www.sigmacapital.co.uk/investor-relations/offer-for-the-company. If you wish to appoint a proxy (other than the Chair of the Meeting) and for the proxy to attend the Court Meeting on your behalf, please contact Link Group on telephone number 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for
security and training purposes. We would also draw your attention to the information set out on pages 11 to 15 of this Document regarding the capacity of the meeting venue, COVID-19 restrictions and the Sigma Directors’ request that Independent Scheme Shareholders (including their duly appointed proxies and/or corporate representatives) do not seek to attend the Court Meeting in person.

If your Scheme Shares are held by a nominee and you wish to access the Court Meeting through the Virtual Meeting Platform, you will need to contact your nominee immediately. Your nominee will need to have completed a letter of representation and presented this to Link Group, our Registrar, no later than 72 hours before the start of the Court Meeting in order to obtain a unique Login Code and PIN number on your behalf, which you can then use to access the Virtual Meeting Platform. If you are in any doubt about your shareholding, please contact Link Group on telephone number 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

**Right to appoint a proxy and procedure for appointment**

Voting at the Court Meeting will be by poll. Independent Scheme Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting as soon as possible, using any of the methods (by post, online or electronically through CREST) set out below. Independent Scheme Shareholders are also strongly encouraged to appoint “the Chair of the Meeting” as their proxy. If any other person is appointed as proxy, he or she will be unlikely to be permitted to attend the Court Meeting in person, but will be able to attend, ask questions, submit written questions and/or raise any objections and vote at the Court Meeting remotely via the Virtual Meeting Platform as described above.

The completion and return of the BLUE Form of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online, through CREST or by any other procedure described below) will not prevent you from attending, asking questions, submitting written questions and/or raising any objections and voting at the Court Meeting if you are entitled to and wish to do so.

(a) **Sending BLUE Form of Proxy by post**

A BLUE Form of Proxy, for use at the Court Meeting, has been provided with this notice. 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 duly certified copy thereof) be returned to the Company’s Registrar, Link Group by post to Link Group, 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL, so as to be received as soon as possible and ideally not later than 10:00 a.m. on 21 July 2021 or (in the case of an adjournment of the Court Meeting, 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time appointed for the adjourned meeting).

If the BLUE Form of Proxy for the Court Meeting is not lodged by 10:00 a.m. on 21 July 2021, it may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting. Please note that any BLUE Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid.

(b) **Online appointment of proxies**

As an alternative to completing and returning the printed BLUE Form of Proxy, proxies may be appointed electronically by logging on to the following website: www.signalshares.co.uk and following the instructions therein. For an electronic proxy appointment to be valid, the appointment must be received by Link Group not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the Court Meeting or any adjournment thereof. In the case of the Court Meeting only, if the electronic proxy appointment is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid. Full details of the procedure to be followed to appoint a proxy electronically are given on the website.
(c) **Electronic appointment of proxies through CREST**

If you hold Scheme Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Court Meeting (or any adjournment thereof) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed any 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 the specifications of Euroclear 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 an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Link Group (ID: RA10) not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the Court Meeting or any adjournment thereof. 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 Group is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. If the CREST proxy appointment or instruction is not received by this time, the BLUE Form of Proxy may be emailed to post_proxy_deadline_court_votes@linkgroup.co.uk any time prior to the commencement of the Court Meeting or any adjournment thereof. Please note that any Forms of Proxy sent to this email address before 10:00 a.m. on 21 July 2021 may be discounted as invalid.

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 any voting service provider(s), to procure that his/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 further information on the logistics of submitting messages in CREST, 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.

Sigma may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

**Voting Record Time**

Entitlement to attend (either in person or remotely via the Virtual Meeting Platform) and vote (either in person or remotely via the Virtual Meeting Platform or by proxy) at the Court Meeting or any adjournment thereof and the number of votes which may be cast at the Court Meeting will be determined by reference to the register of members of the Company at 6:00 p.m. on 21 July 2021 or, if the Court Meeting is adjourned, 6:00 p.m. on the date which is two Business Days before the date fixed for the adjourned meeting. Changes to the register of members after the relevant time shall be disregarded in determining the rights of any person to attend (either in person or remotely via the Virtual Meeting Platform) and vote (either in persons or remotely via the Virtual Meeting Platform or by proxy) at the Court Meeting.

**Joint holders**

In the case of joint holders of Scheme Shares, the vote of the senior who tenders a vote, whether in person or remotely 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 joint holding.

**Corporate representatives**

As an alternative to appointing a proxy, any holder of Scheme Shares which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its powers as a
member, provided that if two or more corporate representatives purport to vote in respect of the same shares, if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way, and in other cases the power is treated as not exercised.

By the said order, the Court has appointed David Sigsworth OBE or failing him James McMahon or, failing him Duncan Sutherland or, failing him, any other Sigma Director to act as Chair of the Court Meeting and has directed the Chair to report the result thereof to the Court.

Nominated Persons

Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a “Nominated Person”) does not, in that capacity, have a right to appoint a proxy, such right only being exercisable by shareholders of the Company. However, Nominated Persons 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 Court 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.

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

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
Solicitors for the Company

Dated 29 June 2021
PART XII

NOTICE OF GENERAL MEETING

Sigma Capital Group Plc

Notice is hereby given that a general meeting of Sigma Capital Group plc (the "Company") will be held at 18 Alva Street, Edinburgh, Scotland, EH2 4QG on 23 July at 10:15 a.m. (or as soon thereafter as the Court Meeting (as defined in Part X (Definitions) of the Document of which this notice forms part) concludes or is adjourned) for the purpose of considering and, if thought fit, passing the following resolutions which shall be proposed as a special resolution of the Company in the case of resolution 1 and as an ordinary resolution of the Company in the case of resolution 2.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term in the Document of which this notice forms part.

SPECIAL RESOLUTION

1. THAT, subject to and conditional upon the passing of resolution 2 set out in this notice of General Meeting:
   (A) for the purpose of giving effect to the scheme of arrangement dated 29 June 2021 (as amended or supplemented) (the "Scheme") between the Company and the holders of Scheme Shares (as defined in the Scheme), a copy of which has been produced to this meeting and for the purposes of identification signed by the chair of this meeting, in its original form or with or subject to any modification, addition, or condition agreed by the Company and Bidco and approved or imposed by the High Court of Justice of England and Wales, the directors of the Company (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
   (B) 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 164:

   "164. Scheme of Arrangement
   (A) In this article 164, references to the "Scheme" are to the Scheme of Arrangement under Part 26 of the Companies Act 2006 between the Company and the holders of Scheme Shares (as defined in the Scheme) dated 29 June 2021 (with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company, Six Bidco Ltd ("Bidco")) and (save as defined in this article) terms defined in the Scheme shall have the same meanings in this article.
   (B) Notwithstanding any other provisions in these articles, if the Company issues any Sigma Shares (other than to Bidco, any subsidiary of Bidco, any parent undertaking of Bidco or any subsidiary of such parent undertaking, or any nominee of Bidco (each a "Bidco Company")) on or after the date of the adoption of this article 164 and prior to the Scheme Record Time such Sigma Shares shall be issued subject to the terms of the Scheme and the holder or holders of such Sigma Shares shall be bound by the Scheme accordingly.
   (C) Notwithstanding any other provision of these articles, subject to the Scheme becoming Effective, any shares issued to any person (other than a Bidco Company) at or after the Scheme Record Time (a "New Member") (each a "Post-Scheme Share") shall be issued on terms that they shall (on the Effective Date (as defined in the Scheme) or, if later, on issue (but subject to the terms of articles 164(D) below)), be immediately transferred to Bidco (or such person as it may direct) (the "Purchaser"), who shall be obliged to acquire each Post-Scheme Share in consideration of and conditional upon the payment by or on behalf of Bidco to the New Member of an amount in cash for each Post-Scheme Share
equal to the consideration to which a New Member would have been entitled had such Post-Scheme Share been a Scheme Share.

(D) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date (as defined in the Scheme), the value of the consideration per Post-Scheme Share to be paid under article 164(C) shall be adjusted by the Company 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 such shares shall, following such adjustment, be construed accordingly.

(E) To give effect to any transfer of Post-Scheme Shares required pursuant to article 164(C), the Company may appoint any person as attorney and/or agent for the New Member to transfer the Post-Scheme Shares to the Purchaser and/or its nominees and do all such other things and execute and deliver all such documents or deeds as may in the opinion of such attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register the Purchaser as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares. The Purchaser shall settle the consideration due to the New Member pursuant to article 164(C) above by sending a cheque drawn on a UK clearing bank in favour of the New Member (or any subsequent holder) for the purchase price of such Post-Scheme Shares as soon as practicable and in any event no later than 14 days after the date on which the Post-Scheme Shares are issued to the New Member.

(F) If the Scheme shall not have become Effective by the applicable date referred to in (or otherwise set in accordance with) clause 6(B) of the Scheme, this article 164 shall cease to be of any effect.

(G) Notwithstanding any other provision of these articles, both the Company and the board shall refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date other than to the Purchaser and/or its nominee(s) pursuant to the Scheme.”

**ORDINARY RESOLUTION**

2. THAT, subject to and conditional upon the passing of resolution 1 set out in this notice of General Meeting, the Reinvestment and Incentive Arrangements (as defined in the Document of which this notice forms part and more particularly described in paragraph 12.2 of Part II of the same Document) be and are hereby approved for the purposes of Rule 16 of the City Code on Takeovers and Mergers.

*By Order of the Board*

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*Sigma Capital Group Plc*
*Registered in England and Wales No. 03942129*
*Registered Office: Floor 3, 1 St. Ann Street, Manchester, England, M2 7LR*
Notes:
The following notes explain your general rights as a shareholder and your right to attend and vote at the General Meeting or to appoint someone else to vote on your behalf.

1. Capacity and COVID-19 restrictions
Due to the limited capacity of the meeting venue and in light of the COVID-19 restrictions in place at the date of this notice, and which may be in place on the date of the General Meeting, and in the interests of the health and safety of our directors and shareholders, Sigma Shareholders (including their duly appointed proxies and/or corporate representatives) are strongly discouraged from attending the General Meeting in person.

Sigma Shareholders (and their duly appointed proxies and/or corporate representatives) will be given the opportunity to attend, speak, submit written questions and/or raise any objections and vote at the General Meeting remotely via a virtual meeting platform provided by Lumi (the “Virtual Meeting Platform”), further details of which are set out below and in the Virtual Meeting Guide. In accordance with the Company’s Articles of Association, the Virtual Meeting Platform will include audio and video functionality in order for Sigma Shareholders to see and communicate with one another at the General Meeting. Joining details for audio and video functionality at the General Meeting will be provided to Sigma Shareholders once they have signed in to the Virtual Meeting Platform on the day of the General Meeting. Sigma Shareholders may also submit questions to be considered at the General Meeting at any time up to 48 hours before the General Meeting by emailing investor-relations@sigmacapital.co.uk. The Chair of the General Meeting will ensure that all such questions and/or any objections relating to the formal business of the General Meeting are addressed during the General Meeting, unless no response is required to be provided under the Companies Act 2006 or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the General Meeting.

The COVID-19 situation is constantly evolving, and the UK and Scottish Governments may at any time change current restrictions or implement further measures relating to the holding of shareholder meetings during the affected period. Any changes to the arrangements to the General Meeting will be communicated to Sigma Shareholders before the General Meeting, including through our website www.sigmacapital.co.uk/investor-relations/offer-for-the-company and by announcements made through a Regulatory Information Service.

All references in this notice to “attend” and “vote” or “attending” and “voting” in the context of the General Meeting include remote attendance via the Virtual Meeting Platform and voting by proxy or remotely via the Virtual Meeting Platform respectively.

2. Instructions for accessing the Virtual Meeting Platform
Sigma Shareholders will be given the opportunity to attend, ask questions, submit written questions and vote at the General Meeting via the Virtual Meeting Platform.

Sigma Shareholders can access the Virtual Meeting Platform via a mobile web client, which is compatible with the latest browser versions of Chrome, Firefox, Internet Explorer 11 (Internet Explorer v.10 and below are not supported), Edge and Safari and can be accessed using any web browser, on a PC or smartphone device. To remotely attend, submit written questions and/or vote using this method, please go to https://web.lumiagm.com.

Once you have accessed https://web.lumiagm.com from your web browser, you will be asked to enter the Lumi Meeting ID which is 100-436-864. You will then be prompted to enter your unique login and PIN number. Your unique login is your 11-digit Investor Code (“IVC”), including any zeros, and your PIN number is the last four digits of your IVC. Your IVC can be found printed on your Form of Proxy. If you are not in receipt of your IVC this can also be found on a share certificate or dividend tax voucher, or alternatively, if you are already registered on this website, you can sign in to www.signalshares.com to obtain your IVC. Access to the Meetings via the website will be available from 9:45 a.m. on 23 July 2021, as further detailed below. If you are unable to access your IVC and PIN, please call Link Group on 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Although access to the General Meeting will be available from 9:45 a.m. on 23 July 2021, voting functionality will not be enabled until the Chair of the General Meeting declares the poll open. Sigma Shareholders will be permitted to ask questions and submit written questions (via the Virtual Meeting Platform) during the course of the General Meeting. Sigma Shareholders may also submit questions to be considered at the General Meeting at any time up to 48 hours before the General Meeting by emailing investor-relations@sigmacapital.co.uk. The Chair of the General Meeting will ensure that all such questions relating to the formal business of the General Meeting are addressed during the General Meeting, unless no response is required to be provided under the Companies Act 2006 or the provision of a response would, at the Chair’s discretion, otherwise be undesirable in the interests of the Company or the good order of the General Meeting.

During the General Meeting, you must ensure you are connected to the internet at all times in order to submit written questions and vote when the Chair commences polling. Therefore, it is your responsibility to ensure connectivity for the duration of the General Meeting via your wireless or other internet connection. The Virtual Meeting Guide contains further information on remotely accessing and participating in the General Meeting via https://web.lumiagm.com and is available on Sigma’s website at www.sigmacapital.co.uk/investor-relations/offer-for-the-company.

If you wish to appoint a proxy (other than the Chair of the Meeting) and for the proxy to attend the General Meeting on your behalf, please contact Link Group on telephone number 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and
training purposes. We would also draw your attention to the information set out on pages 11 to 15 of this Document regarding the capacity of the meeting venue, COVID-19 restrictions and the Sigma Directors’ request that Sigma Shareholders (including their duly appointed proxies and/or corporate representatives) do not seek to attend the General Meeting in person.

If your Sigma Shares are held by a nominee and you wish to access the General Meeting through the Virtual Meeting Platform, you will need to contact your nominee immediately. Your nominee will need to have completed a letter of representation and presented this to Link Group, our Registrar, no later than 72 hours before the start of the General Meeting in order to obtain a unique Login Code and PIN number on your behalf, which you can then use to access the Virtual Meeting Platform. If you are in any doubt about your shareholding, please contact Link Group on telephone number 0371 277 1020. 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. – 5:30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

3. Entitlement to attend and vote

Pursuant to Regulation 41(1) of the Uncertificated Securities Regulations 2001 (as amended), the Company has specified that only those members registered on the register of members of the Company at 6:00 p.m. on 21 July 2021 (the “Voting Record Time”) or, if the meeting is adjourned to a time more than 48 hours after the Voting Record Time, by close of business on the day which is two days prior to the time of the adjourned meeting) shall be entitled to attend (either in person or remotely via the Virtual Meeting Platform) and vote (either in person or remotely via the Virtual Meeting Platform or by proxy) at the General Meeting in respect of the number of shares registered in their name at that time. If the meeting is adjourned to a time not more than 48 hours after the Voting Record Time, that time will also apply for the purpose of determining the entitlement of members to attend and vote (and for the purposes of determining the number of votes they may cast) at the adjourned meeting. Changes to the register of members after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the meeting.

4. Appointment of proxies

Sigma Shareholders are strongly encouraged to submit proxy appointments and instructions for the General Meeting as soon as possible, using any of the methods (by post, online, or electronically through CREST) set out below. Sigma Shareholders are also strongly encouraged to appoint “the Chair of the Meeting” as their proxy. If any other person is appointed as proxy, he or she is unlikely to be permitted to attend the General Meeting in person, but will be able to attend, ask questions, submit written questions and vote at the General Meeting remotely via the Virtual Meeting Platform as described above. Sigma Shareholders may also submit questions to be considered at the General Meeting at any time up to 48 hours before the General Meeting by emailing investor-relations@sigmacapital.co.uk.

A member entitled to attend and vote at the meeting may appoint one or more proxies to exercise all or any of the member’s rights to attend, ask questions, submit written questions and, on a poll, to vote (in each case, either in person or remotely via the Virtual Meeting Platform), instead of him or her. A proxy need not be a member of the Company but must attend the meeting and vote for the member's vote to be counted. If a member appoints more than one proxy to attend the meeting, each proxy must be appointed to exercise the rights attached to a different share or shares held by the member. If a member wishes to appoint more than one proxy they should contact Link Group for further YELLOW Forms of Proxy or photocopy the YELLOW Form of Proxy as required.

The completion and return of the YELLOW Form of Proxy by post (or transmission of a proxy appointment or voting instruction electronically, online, through CREST or by any other procedure described below) will not prevent you from attending, submitting written questions and voting at the General Meeting if you are entitled to and wish to do so.

(a) Sending YELLOW Form of Proxy by post

A YELLOW Form of Proxy, for use at the General Meeting, has been provided with this notice. Instructions for its use are set out on the form. It is requested that the YELLOW Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy thereof) be returned to the Company’s Registrar, Link Group by post to Link Group, 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL, so as to be received as soon as possible and in any event not later than 10.15 a.m. on 21 July 2021 (or, in the case of an adjournment of the General Meeting, 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time appointed for the adjourned meeting).

If the YELLOW Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid.

(b) Online appointment of proxies

As an alternative to completing and returning the printed YELLOW Form of Proxy, proxies may be appointed electronically by logging on to the following website: www.signalshares.co.uk and following the instructions therein. For an electronic proxy appointment to be valid, the appointment must be received by Link Group not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the General Meeting or any adjournment thereof. Full details of the procedure to be followed to appoint a proxy electronically are given on the website.

(c) Electronic appointment of proxies through CREST

If you hold Sigma Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the General Meeting (or any adjournment thereof) by using the CREST electronic proxy appointment service, you may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored
members, and those CREST members who have appointed any 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 the specifications of Euroclear 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 an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Link Group (ID: RA10) not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the General Meeting or any adjournment thereof. 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 Group are able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

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 any voting service provider(s), to procure that his/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 further information on the logistics of submitting messages in CREST, 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.

Sigma may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

5. Appointment of a proxy by joint holders

In the case of joint holders, where more than one of the joint holders purports to appoint one or more proxies, only the purported appointment submitted by the most senior holder will be accepted. Seniority shall be determined by the order in which the names of the joint holders stand in the Company’s register of members in respect of the joint holding.

6. Corporate representatives

Any corporation which is a shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers, provided that if two or more representatives purport to vote in respect of the same shares: if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way; and in other cases, the power is treated as not exercised.

7. Votes to be taken by a poll and results

At the General Meeting voting on the resolutions will be by poll. The results of the polls will be announced through a Regulatory Information Service and published on the Company’s website as soon as reasonably practicable following the conclusion of the General Meeting.

The ‘Withheld’ option on the YELLOW Form of Proxy is provided to enable Sigma Shareholders to abstain from voting on the resolutions. However, a vote withheld is not a vote in law and will not be counted in the calculation of proportion of votes ‘For’ and ‘Against’ the resolutions.

8. Nominated persons

Any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 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.

The statement of the rights of shareholders in relation to the appointment of proxies in paragraph 4 above does not apply to Nominated Persons. The rights described in that paragraph can only be exercised by shareholders of the Company.

9. Website providing information regarding the General Meeting

Information regarding the General Meeting, including information required by section 311A of the Companies Act 2006, and a copy of this Notice may be found on our website at: www.sigmacapital.co.uk/investor-relations/offer-for-the-company.

10. Issued share capital and total voting rights

As at 28 June 2021 (being the latest practicable date prior to the publication of this notice) the Company’s issued share capital consisted of 89,658,666 ordinary shares of 1 pence each, carrying one vote each. No shares were held in treasury. Therefore, the total voting rights in the Company as at 28 June 2021 were 89,658,666 votes.

11. Further questions and communication

Under section 319(a) of the Companies Act 2006, any shareholder attending the General Meeting has the right to ask questions. As set out in paragraph 1 above, Sigma Shareholders will be permitted to ask questions and submit written questions (via the Virtual Meeting Platform) during the course of the General Meeting. Sigma Shareholders may also submit questions to be considered at the General Meeting at any time up to 48 hours before the General Meeting by emailing investor-relations@sigmacapital.co.uk. The Chair of the General Meeting will ensure that all such questions relating to the
formal business of the General Meeting are addressed during the General Meeting, unless, at the Chair’s discretion, (a) no
response is required to be provided under the Companies Act 2006, or (b) to do so would interfere unduly with the preparation
for the meeting or involve the disclosure of confidential information, or (c) the provision of a response would otherwise be
undesirable in the interests of the Company or the good order of the General Meeting.

Sigma Shareholders who have any queries about the General Meeting should contact the Shareholder Helpline operated by
Link Group, the Company’s Registrar, on 0371 664 0321. For questions regarding the Virtual Meeting Platform, please call Link
Group on 0371 277 1020. 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 helplines are open between 9:00 a.m. – 5:30 p.m.,
Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial,
legal or tax advice and calls may be recorded and monitored for security and training purposes.

Sigma Shareholders may not use any electronic address or fax number provided in this Notice or in any related documents to
communicate with the Company for any purpose other than those expressly stated. Any electronic communications, including
the lodgement of any electronic proxy form, received by the Company, or its agents, that is found to contain any virus will not
be accepted.