

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, another appropriately authorised independent financial adviser in the relevant jurisdiction.**

This document and any documents incorporated into it by reference should be read in conjunction with the accompanying Form of Acceptance (if you hold Bonmarché Shares in certificated form) which forms part of this document.

If you have sold or otherwise transferred all of your Bonmarché Shares (other than pursuant to the Offer), please send this document and any accompanying document (but not any personalised Form of Acceptance) as soon as possible to the stockbroker, bank or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. However, these documents must not be distributed, forwarded or transmitted in or into any jurisdiction where to do so would constitute a violation of the relevant laws of that jurisdiction (a "Restricted Jurisdiction"). If you have sold or transferred only part of your holding of Bonmarché Shares, you should retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected.

The release, publication or distribution of this document in, into or from jurisdictions other than the United Kingdom and the availability of the Offer to Bonmarché Shareholders who are not resident in the United Kingdom may be restricted by the laws of those jurisdictions. Therefore persons into whose possession this document comes should inform themselves about, and observe, such restrictions. Any failure to comply with the restrictions may constitute a violation of the securities laws of any such jurisdiction. This document does not constitute an offer to sell or issue, nor the solicitation of an offer to buy or subscribe for, shares in any jurisdiction in which such offer or solicitation is unlawful.

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**MANDATORY UNCONDITIONAL CASH OFFER**  
by  
**SPECTRE HOLDINGS LIMITED**  
to acquire the entire issued share capital of  
**BONMARCHÉ HOLDINGS PLC**  
other than those Bonmarché Shares already owned by Spectre

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You should read carefully the whole of this document and any documents incorporated into it by reference and, if your Bonmarché Shares are held in certificated form, the Form of Acceptance. Your attention is drawn to the letter from the board of Spectre, which is set out in Part I of this document.

To accept the Offer in respect of certificated Bonmarché Shares, the Form of Acceptance should be completed, signed and returned as soon as possible, and in any event so as to be received by the Receiving Agent, Computershare, no later than 1.00 p.m. (London time) on 16 May 2019.

To accept the Offer in respect of uncertificated Bonmarché Shares, acceptances should be made electronically through CREST so that the TTE Instruction settles as soon as possible and in any event no later than 1.00 p.m. (London time) on 16 May 2019. If you are a CREST sponsored member, you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE Instruction to Euroclear.

The procedure for acceptance of the Offer is set out in paragraph 12 of Part I of this document and, in respect of Bonmarché Shares held in certificated form, in the Form of Acceptance.

If you have any questions about this document or are in any doubt as to how to complete the Form of Acceptance (if you hold Bonmarché Shares in certificated form), or if you want to request a hard copy of this document (and/or any information incorporated into it by reference to another source), please contact the Receiving Agent, Computershare, on +44 (0) 370 707 4040. Calls will be charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Capitalised words and expressions used in this document shall have the meanings given to them in Part IV of this document. This Offer is subject to the jurisdiction of the Panel. Zeus Capital, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for Spectre and no one else in connection with the Offer and will not be responsible to anyone other than Spectre for providing the protections afforded to its clients, nor for providing advice in relation to the Offer or in relation to the contents of this document or any transaction or arrangement referred to in this document.

## **IMPORTANT NOTICE**

The statements contained in this document are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the content of this document, you should consult your own legal, financial or tax adviser for legal, business, financial or tax advice.

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 out in this document since such date. No dealer, salesperson or other person is authorised to give any information or to make any representations with respect to the Offer other than such information or representations contained in this document and, if given or made, such information or representations must not be relied upon as having been authorised by Spectre or Bonmarché.

### **Overseas jurisdictions**

The distribution of this document in jurisdictions other than the United Kingdom and the ability of Bonmarché Shareholders who are not resident in the United Kingdom to accept the Offer may be affected by the laws of relevant jurisdictions. Therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom or Bonmarché Shareholders who are not resident in the United Kingdom will need to inform themselves about, and observe, any applicable legal or regulatory requirements. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Offer is not being, and will not be, made available, directly or indirectly, in or into or by the use of the mails of, or by any other means (including, without limitation, facsimile or other electronic transmission, telex or telephone) or instrumentality of inter-state or foreign commerce of, or any facility of a national state or other securities exchange of, any Restricted Jurisdiction, unless conducted pursuant to an exemption from the applicable securities laws of such Restricted Jurisdiction and will not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction.

Accordingly, copies of this document, the accompanying Form of Acceptance and all other documents relating to the Offer are not being, and must not be, directly or indirectly, mailed, transmitted or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction except pursuant to an exemption from the applicable securities laws of such Restricted Jurisdiction and persons receiving this document (including, without limitation, agents, nominees, custodians and trustees) must not distribute, send or mail it in, into or from such Restricted Jurisdiction. Any person (including, without limitation, any agent, nominee, custodian or trustee) who has a contractual or legal obligation, or may otherwise intend, to forward this document and/or any other related document to a jurisdiction outside the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction.

### **Forward-looking statements**

This document, including information included or incorporated by reference in this document, may contain “forward-looking statements” concerning Spectre and Bonmarché. All statements other than statements of historical fact may be forward-looking statements. Generally, the words “will”, “may”, “should”, “continue”, “believes”, “expects”, “intends”, “anticipates” or similar expressions identify forward-looking statements. The forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those expressed in the forward-looking statements. Many of these risks and uncertainties relate to factors that are beyond the relevant persons abilities to control or estimate precisely, such as future market conditions and the behaviours of other market participants and, therefore undue reliance should not be placed on such statements, which speak only as of the date of this document.

### **No profit forecasts of estimates**

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

## **Dealing and Opening Disclosure requirements of the Takeover Code**

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. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the 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. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3. Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at [www.thetakeoverpanel.org.uk](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 hard copies**

In accordance with Rule 26.1 of the Takeover Code, a copy of this document together with those documents listed in paragraph 11 of Part III of this document, and all information incorporated into this document by reference to another source, will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Spectre's website ([www.spectredxb.com](http://www.spectredxb.com)) by no later than 12 noon (London time) on the Business Day following the publication of this document. For the avoidance of doubt, the contents of the website are not incorporated by reference and do not form part of this document.

You may request a hard copy of this document (and/or any information incorporated by reference in this document) by contacting the Receiving Agent, Computershare, on +44 (0) 370 707 4040. Calls will be charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. Any such person may request that all future documents, announcements and information in relation to the Offer should be sent to them in hard copy form.

**Rounding**

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

**Definitions**

Certain words and terms used in this document are defined in Part IV of this document.

**Time**

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

**Date of publication**

The date of publication of this document is 25 April 2019.

## **ACTION TO BE TAKEN TO ACCEPT THE OFFER**

**If you hold your Bonmarché Shares in certificated form (that is, not in CREST), to accept the Offer you must:**

1. complete the enclosed Form of Acceptance in accordance with the instructions printed on it; and
2. return the completed Form of Acceptance (along with your share certificate(s) and/or other documents of title) to the Receiving Agent, by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours only) to Computershare Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE as soon as possible and, in any event, **so as to be received by no later than 1.00 p.m. (London time) on 16 May 2019**. If you are posting in the UK, the enclosed reply-paid envelope has been provided for your convenience.

**If you hold your Bonmarché Shares in uncertificated form (that is, in CREST), to accept the Offer you must:**

1. follow the procedure set out in paragraph 12 of Part I of this document – acceptances should be made electronically through CREST; and
2. **ensure that the TTE Instruction settles as soon as possible and in any event no later than 1.00 p.m. (London time) on 16 May 2019**. Your TTE Instruction should be sent before 1.00 p.m. (London time) on 16 May 2019 in order for your TTE Instruction to have settled in advance of the 1.00 p.m. (London time) closing time for acceptances on 16 May 2019. **If you hold your Bonmarché Shares as a CREST sponsored member**, you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE Instruction to Euroclear.

**If you require assistance in completing your Form of Acceptance (or wish to obtain an additional Form of Acceptance), or have questions in relation to making an Electronic Acceptance, please contact the Receiving Agent, Computershare, on +44 (0) 370 707 4040. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.**

Except as provided in paragraph 6 of Section A of Part II of this document in the case of certain overseas shareholders, settlement of the consideration to which any Bonmarché Shareholder (or the first-named shareholder in the case of joint holders) is entitled under the Offer will be effected by the despatch of cheques or by crediting CREST accounts (as applicable) (i) in respect of acceptances received, complete in all respects, by the end of the offer period, within 14 calendar days of the end of the offer period or (ii) in respect of acceptances received, complete in all respects, after such date but while the Offer remains open for acceptance, within 14 days of such receipt.

This document should be read as a whole, together with the information incorporated into it by reference, and, in the case of holders of Bonmarché Shares in certificated form, in conjunction with the Form of Acceptance. Bonmarché Shareholders are recommended to seek financial advice from their stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if they are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.

**THE FIRST CLOSING DATE OF THE OFFER IS 1.00 P.M. (LONDON TIME) ON 16 MAY 2019**

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

<i>Event</i>	<i>Time/Date</i>
Announcement of the Offer	2 April 2019
Publication and posting of this document	25 April 2019
First Closing date of the Offer	1.00 p.m. (London time) on 16 May 2019
Payment of cash consideration to Bonmarché Shareholders that have accepted the Offer by the end of the offer period	No later than 30 May 2019

*Future dates are indicative only and are subject to change, in which event details of the new times and dates will be announced via RNS.*

## CONTENTS

	<i>Page</i>
<b>Part I Letter from the board of Spectre</b>	8
1. Introduction	8
2. The Offer	8
3. Background to and reasons for the Offer	9
4. Information on Bonmarché	9
5. Information on Spectre	10
6. Financing of the Offer	11
7. Management, employees and locations	11
8. Bonmarché Share Option Schemes	13
9. De-listing, Compulsory acquisition and Re-registration	13
10. Taxation	13
11. Overseas shareholders	14
12. Procedure for acceptance	14
13. Settlement	18
14. Further information	19
15. Action to be taken to accept the Offer	19
<b>Part II Further terms of the Offer, Form of Acceptance and Electronic Acceptance</b>	20
A. Further terms of the Offer	20
B. Form of Acceptance	31
C. Electronic Acceptance	34
<b>Part III Additional Information</b>	37
<b>Part IV Definitions</b>	43

## PART I

### LETTER FROM THE BOARD OF SPECTRE

# SPECTRE HOLDINGS LIMITED

*(incorporated in Dubai with registered number 187570)*

*Directors:*

Alexander Watson  
Kate Williams

*Registered office:*

P.O. Box 34002  
Dubai  
United Arab Emirates

25 April 2019

*To: Bonmarché Shareholders and, for information only, to persons with information rights and holders of options and awards granted under the Bonmarché Share Option Schemes*

Dear Shareholder,

### MANDATORY UNCONDITIONAL CASH OFFER

by

# SPECTRE HOLDINGS LIMITED

to acquire the entire issued share capital of

# BONMARCHÉ HOLDINGS PLC

other than those Bonmarché Shares already owned by Spectre

## 1. Introduction

On 2 April 2019, Spectre unconditionally acquired 26,213,390 Bonmarché Shares from BM Holdings S.A.R.L. at a price of 11.445 pence per Bonmarché Share.

Following completion of the Acquisition, Spectre holds 26,213,390 Bonmarché Shares, representing 52.4 per cent. of the existing issued share capital, and voting rights, of Bonmarché.

As a result of the Acquisition, under Rule 9 of the Takeover Code, Spectre is required to make a mandatory cash offer for the Bonmarché Shares not already held by Spectre at a price of 11.445 pence per Bonmarché Share (such price being no less than the highest price paid by Spectre (or any persons acting in concert with it) for any Bonmarché Share during the 12 months prior to the date of the announcement of the Offer).

Pursuant to Rule 2.7 of the Takeover Code, on 2 April 2019 Spectre announced that it would make the Offer.

This letter, Part II of this document and the Form of Acceptance contain the formal terms of the Offer.

## 2. The Offer

Spectre offers to acquire, on the terms set out or referred to in this document and, in respect of Bonmarché Shares held in certificated form, in the Form of Acceptance, all or any of the Bonmarché Shares on the following basis:

**For each Bonmarché Share: 11.445 pence in cash**

The Offer values the entire issued and to be issued share capital of Bonmarché (not taking into account the exercise of any options under the Bonmarché Share Option Schemes) at approximately £5.7 million.

The Offer will extend to all issued Bonmarché Shares which are not held by Spectre (or any person acting in concert with it) and any further Bonmarché Shares which are issued or unconditionally allotted whilst the Offer remains open for acceptance.

Bonmarché Shares will be acquired fully paid and free from all liens, charges, equitable interests, encumbrances, rights of pre-emption and other third party rights or interests together with all rights attaching thereto, including without limitation the right to receive all dividends and other distributions (if any) announced, declared, made or paid hereafter.

Spectre reserves the right to reduce the Offer consideration by the amount of any dividend (or other distribution) which is paid or becomes payable by Bonmarché to the holders of Bonmarché Shares.

Since Spectre owns more than 50 per cent. of the existing issued share capital of Bonmarché, the Offer is wholly unconditional. Certain further terms of the Offer are set out in Section A of Part II of this document.

The procedure for accepting the Offer is set out in paragraph 12 of this letter.

**The Offer is initially open for acceptance until 1.00 p.m. (London time) on 16 May 2019. As the Offer is unconditional, under rule 31.4 of the Takeover Code it may be closed on that date without further notice. However, if on that date, it is stated that the Offer will remain open until further notice, then not less than 14 calendar days' notice in writing will be given before the closing of the Offer by or on behalf of Spectre to those Bonmarché Shareholders who have not accepted the Offer before closing the Offer.**

### **3. Background to and reasons for the Offer**

Spectre is a Dubai registered entity incorporated in March 2017 and is 100 per cent. owned by Philip Day. Prior to making the Acquisition, Spectre had not traded.

Bonmarché is a women's value retailer with a footprint of over 300 stores and concessions across the UK. Bonmarché was admitted to AIM in November 2013 and moved to a Main Market listing in October 2015.

Bonmarché has recently released several negative trading updates, including the announcement on 19 March 2019 when the board announced an estimated underlying PBT loss of between £5.0 million – £6.0 million for the year ending 31 March 2019. The estimated loss has increased materially from the announcement made in December 2018 when the board announced it estimated underlying PBT for the year to range from breakeven to a £4.0 million loss.

Against the backdrop of the significant decline in Bonmarché's profitability, Spectre believes it is well positioned to provide advice, guidance and support to secure the long term future of the Bonmarché business, its stores and employees. The owner of Spectre, Philip Day, has a successful track record within the retail sector, especially in turnaround and distressed situations.

Rule 9 of the Takeover Code requires that where a person acquires an interest in shares which, together with shares in which persons acting in concert with it are interested, carry 30 per cent. or more of the voting rights of a company, such person is required to make a mandatory cash offer for the entire issued equity share capital of the company not already owned by it and persons acting in concert with it. As a result of the Acquisition, and pursuant to Rule 9 of the Takeover Code, Spectre is therefore required to make an offer for all the Bonmarché Shares not already owned by it or by persons acting in concert with it.

### **4. Information on Bonmarché**

Bonmarché is one of the UK's largest women's value retailers focused on selling affordable, stylish, premium quality, clothing and accessories in a wide range of sizes to mature women via their own store portfolio, website, mail order catalogues and through the Ideal World TV shopping channel.

Established in 1982, the Bonmarché business has more than 30 years of experience in the retail market, operating out of over 300 stores and concessions across the UK.

For the most recent audited financial full year ended 31 March 2018, Bonmarché reported PBT of £8.0 million on turnover of £186.0 million. The unaudited interim results to 29 September 2018 reported PBT of £2.3 million on turnover of £97.9 million.

It has become apparent that, since the interim results, trading has continued to deteriorate materially with Bonmarché estimating that the underlying loss before tax is expected to be between £5.0 million – £6.0 million, as announced on 19 March 2019. This is significantly worse than the breakeven to £4.0 million loss range set out a few months earlier in the December 2018 announcement.

### **Historical financial information**

The audited annual report and accounts of Bonmarché for the 53 week period ended 1 April 2017 and for the 52 week period ended 31 March 2018 and the unaudited interim results of Bonmarché for the period 1 April 2018 to 29 September 2018 can be found on Bonmarché's website ([www.bonmarcheplc.co.uk/investors/reports-and-accounts/](http://www.bonmarcheplc.co.uk/investors/reports-and-accounts/)), from where they can be downloaded and printed, and are incorporated into this document by reference to such website in accordance with Rule 24.15 of the Takeover Code. Please see paragraph 13 of Part III for details of obtaining copies of documents incorporated by reference.

The audited annual report and accounts and unaudited interim results referenced above are available free of charge in a read only, printable format from the hyperlink set out above.

Save as set out above, neither the Bonmarché website, nor the content of any website accessible from hyperlinks on the Bonmarché website, is incorporated into, or forms part of, this document.

## **5. Information on Spectre**

Spectre is a Dubai company registered with the Jebel Ali Free Zone Authority. It was incorporated in March 2017. Prior to the Acquisition, Spectre has not previously traded since its incorporation.

The board of Spectre comprises Alexander Watson and Kate Williams. Their biographies are set out below:

- Alexander Watson graduated in the UK with a degree in law and business management. He started his career in Dubai in 1999 with an Intel company distributor, helping establish their presence in the region and establishing a successful distribution channel. After four years he joined Link Up which provided serviced offices and corporate services to expatriates wishing to establish in Dubai. In 2008, he established Davidson & Co legal consultants with founding partner Jonathon Davidson and has run the Corporate Services Department ever since. Alexander works closely with clients undertaking a wide range of corporate and commercial projects around the world and sits on the board of a diverse portfolio of businesses in many business sectors.
- Kate Williams moved to Dubai in 2005 and commenced working in Corporate Services providing residential sponsorship and company formation services for expatriates wanting to establish businesses in Dubai. In 2008 she joined Davidson & Co legal consultants and has continued to develop her knowledge of the corporate and civil legal environment supporting clients with a wide range of business interests, advising and assisting them in the areas of compliance.

Spectre is 100 per cent. owned by Philip Day, whose biography is described below:

- Philip Day is a businessman and owner of The Edinburgh Woollen Mill Group. Philip started his career at clothing manufacturers Coats Viyella and Wensum before being headhunted to join Aquascutum at the age of 28. He remained at the brand for 5 years, becoming Joint Managing Director. In 2001, Philip Day left Aquascutum and joined The Edinburgh Woollen Mill, where he led a buyout of the company backed by Rutland Fund Management, a private equity firm. In 2002 he undertook a secondary buy out of the Rutland interest. Since that time he has continued to invest in both retail and non-retail opportunities including the purchase of Peacocks, Proquip, Austin Reed, Country Casuals, Jaeger and Jacque Vert brands in the UK.

## **6. Financing of the Offer**

It is estimated that full acceptance of the Offer by Bonmarché Shareholders will result in a maximum cash consideration payable by Spectre of approximately £2.7 million. The cash consideration payable under the Offer will be financed by a loan from Philip Day to Spectre at an interest rate of five per cent. per annum, repayable on demand.

Zeus Capital is satisfied that the necessary cash resources are available to Spectre to enable it to satisfy in full the consideration payable by Spectre under the terms of the Offer.

## **7. Management, employees and locations**

Prior to completing the Acquisition, Spectre has only had access to and reviewed publicly available information on Bonmarché. Spectre has not made an approach to, or had any discussions with, Bonmarché management in relation to this Offer.

Spectre does not believe that the last detailed financial information in the public domain (being the annual accounts for the year ended 31 March 2018 and the interim statement for the period ended 29 September 2018) provide a meaningful basis upon which to conduct any substantive due diligence given the publicly disclosed significant change in the financial performance and position of Bonmarché since this information became available. Spectre has not undertaken any non-public due diligence to date.

It is Spectre's intention to ensure the long-term future of the Bonmarché business as a retailer of women's clothing and accessories through a portfolio of profitable stores and concessions across the UK and via other channels (including its website).

It is Spectre's intention to undertake a detailed review with the involvement of Bonmarché's existing management of all material aspects of the business and its operations including, but not limited to:

- Pricing and discount strategy
- Brand and marketing strategy
- Stores viability
- Head office and distribution centre costs and efficiencies
- Headquarters functions
- Supplier terms
- Supply chain and logistics
- Funding requirements and cost of capital
- Management and board composition.

Specifically, in light of the recent trading performance and the loss making position of Bonmarché, Spectre's current intention is to reduce the cost base to a sustainable level whilst minimising the impact on operational performance.

In particular Spectre will:

- Subject to Spectre holding not less than 75 per cent. of the share capital of Bonmarché, and subject to any applicable requirements of the Listing Rules, procure that Bonmarché applies to the London Stock Exchange for the cancellation of trading in the Bonmarché Shares on the Main Market and that Bonmarché is re-registered as a private company.
- Restrict investment in capital expenditure to mandatory projects, being those associated with health and safety or other legal and regulatory obligations in order to preserve cash within the business.
- Be unwilling to support proposals for any dividend payments for the foreseeable future in order to rebuild the cash reserves of the business back to historical levels and to ensure it is not reliant on bank debt.
- Complete a store-by-store profitability assessment with the intention of identifying all current stores that do not make an acceptable contribution to the performance of the business as a result of

inappropriate rent levels, staffing levels, or other factors. Those stores identified as underperforming may be closed unless reduced rents, staff reductions or other cost saving measures can be successfully implemented.

- Review the current product range (and future range plans). From Spectre's current knowledge, it believes Bonmarché would benefit from range rationalisation and a more attractive and coherent proposition for its customer, which would include reducing the number of stock keeping units (SKUs).
- Review pricing policy and discount strategy with a view to restoring the gross margin achievement of the business by implementing a "first price, right price" policy.
- Analyse all existing product supply arrangements (price and delivery) with a view to renegotiating supplier terms where it believes these are currently less commercial than available in the wider market. It is difficult to assess the potential savings available at this stage as Spectre has not had access to any supplier contracts.
- Review staffing and working practices at the UK distribution centre to ensure these are optimised. It should however be noted that it has no intention of closing this facility.
- Benchmark Bonmarché's existing logistics arrangements for deliveries to stores. If the existing pricing structure and service level agreements are not competitive, then these contracts will be renegotiated or logistics providers changed.
- Examine internet fulfilment and digital marketing processes with a view to reviewing efficiency of: handling, distribution, click and collect, returns handling processes and of the return on digital marketing spend.
- Assess the size, cost and effectiveness of the head office functions within Bonmarché. Spectre would expect, based on experience in the market in which Bonmarché operates and the potential move from being listed on the Main Market to being a private company, there will be significant opportunities for cost reduction from within the central overhead. It is not Spectre's intention to close or relocate the head office.
- Review existing banking arrangements to ensure that the business has sufficient access to funds at competitive market rates to secure its future during the turnaround period.

Spectre does not intend to redeploy any of the material fixed assets of the business.

Given Bonmarché is a retailer of women's clothing and accessories, Spectre does not believe there is an existing research and development function, and as a result Spectre has no intentions regarding research and development functions.

In carrying out its review, Spectre will call upon appropriate expertise and sector experience support from Philip Day's wider retail business interests. Spectre believes the review detailed above will take approximately three to four months following discussions with Bonmarché management and access to the relevant information.

As a result of its review, and based purely on publicly available information, Spectre expects a material reduction in headcount across Bonmarché.

Following its review, if Spectre deems that any material changes are necessary to the Bonmarché business, Spectre will work with the board to implement these measures and update Bonmarché Shareholders accordingly. It is Spectre's intention to ensure the long-term future of the Bonmarché business, its stores and employees.

Spectre recognises the importance of the Bonmarché management team and employees to the future success of the business and maintaining a balance of skills and functions. Spectre cannot however know, until it has completed its review with management, what, if any, changes will ultimately be required and whether these might have an impact on the conditions of employment and the continued employment of the management and employees of Bonmarché. Spectre will however ensure that the existing statutory employment rights, including any pension rights, of the management and employees of Bonmarché will be fully safeguarded. Spectre notes that Bonmarché has a defined contribution pension plan (through which it contributes to employees' individual pension arrangements) and does not have a defined benefit pension plan.

For so long as Bonmarché is listed on the Main Market of the London Stock Exchange, Spectre will support Bonmarché in maintaining a board of directors that complies with the Corporate Governance Code and the Listing Rules. Paragraph 9 below details the intentions of Spectre in relation to de-listing, compulsory acquisition and re-registration.

## **8. Bonmarché Share Option Schemes**

The Offer will extend to any Bonmarché Shares which are issued or unconditionally allotted whilst the Offer remains open for acceptance (or prior to such earlier time and/or date as Spectre may, subject to the Takeover Code, determine) as a result of the exercise of options granted under the Bonmarché Share Option Schemes prior to the date of this document.

The Offer may impact on the options held by the Bonmarché Option holders. Bonmarché Option holders will be contacted regarding the effect of the Offer on their rights under the options and appropriate proposals will be made to participants as soon as practicable.

## **9. De-listing, Compulsory acquisition and Re-registration**

If Spectre has, by virtue of its shareholding and acceptances of the Offer, increased its aggregate shareholding to not less than 75 per cent. of the share capital of Bonmarché and subject to any applicable requirements of the Listing Rules, Spectre intends to procure that Bonmarché applies to the London Stock Exchange for the cancellation of trading in the Bonmarché Shares on the Main Market. It is anticipated that such cancellation will take effect no earlier than 20 Business Days after Spectre has reached the 75 per cent. threshold, subject to compliance with applicable requirements of the Listing Rules. The cancellation of trading of Bonmarché Shares would significantly reduce the liquidity and marketability of any Bonmarché Shares not acquired by Spectre.

If Spectre receives acceptances under the Offer in respect of, and/or otherwise acquires or contracts to acquire, 90 per cent. or more in nominal value of Bonmarché Shares to which the Offer relates and of the voting rights carried by those Bonmarché Shares, Spectre intends to exercise its rights in accordance with sections 974 to 991 of the Act to acquire compulsorily the remaining Bonmarché Shares on the same terms as the Offer.

It is also intended that, following and assuming the cancellation of trading of Bonmarché Shares on the Main Market, Bonmarché will be re-registered as a private company.

## **10. Taxation**

The following statements are intended to apply only as a general guide to certain UK tax considerations, and are based on current UK tax law and current published practice of HM Revenue and Customs, both of which are subject to change at any time, possibly with retrospective effect. They relate only to certain limited aspects of the UK taxation treatment of Bonmarché Shareholders who (a) for UK tax purposes are resident in the UK (except to the extent that the position of non-UK resident shareholders is expressly referred to) and, in the case of individuals, domiciled in the UK, (b) who hold their Bonmarché Shares as investments (other than under an individual savings account or a self-invested personal pension) and (c) who are the beneficial owners of both their Bonmarché Shares and any dividends paid on them. The statements may not apply to certain classes of Bonmarché Shareholders such as (but not limited to) persons acquiring their Bonmarché Shares in connection with an office or employment, dealers in securities, insurance companies and collective investment schemes.

**The summary below does not constitute tax or legal advice and Bonmarché Shareholders who are in any doubt about their taxation position, or who are resident or otherwise subject to taxation in a jurisdiction outside the United Kingdom, should consult their own professional advisers immediately.**

### **Taxation of Chargeable Gains**

Bonmarché Shareholders selling their Bonmarché Shares pursuant to the Offer will be disposing of them for the purposes of UK taxation of chargeable gains. A disposal or deemed disposal of Bonmarché Shares by a Bonmarché Shareholder who is resident in the UK for tax purposes may, depending on that person's

circumstances and subject to any available exemptions and reliefs (such as the annual exempt amount for individuals and indexation allowance for corporate shareholders), give rise to a chargeable gain or an allowable loss for the purposes of UK taxation of chargeable gains.

Generally, an individual Bonmarché Shareholder who has ceased to be resident in the UK for tax purposes for a period of five full tax years or less and who disposes of Bonmarché Shares during that period may also be liable on his return to the UK to UK taxation on any capital gain realised (subject to any available exemption or relief). Special rules apply to persons who are subject to tax on a “split-year” basis, who should seek specific professional advice if they are in any doubt about their position.

If an individual Bonmarché Shareholder who is subject to income tax at either the higher or the additional rate becomes liable to UK capital gains tax on the disposal of Bonmarché Shares, the applicable rate will be 20 per cent. For an individual Bonmarché Shareholder who is subject to income tax at the basic rate and liable to UK capital gains tax on such disposal, the applicable rate would be 10 per cent. Again, this does not take into account any available exemptions or reliefs.

### **Stamp Duty and Stamp Duty Reserve Tax**

No UK stamp duty or stamp duty reserve tax should be payable by Bonmarché Shareholders as a result of accepting the Offer.

### **11. Overseas shareholders**

**The availability of the Offer to Bonmarché Shareholders who are not resident in the United Kingdom may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. If you remain in any doubt, you should consult your professional adviser in the relevant jurisdiction without delay.**

The attention of Bonmarché Shareholders who are citizens or residents of countries outside the United Kingdom or who are holding shares for such citizens or residents and any person (including, without limitation, any custodian, nominee or trustee) who may have an obligation to forward any document in connection with the Offer outside the United Kingdom is drawn to paragraph 6 of Section A of Part II of this document, paragraph (c) of Section B of Part II, and/or paragraph (b) of Section C of Part II of this document, and, if their Bonmarché Shares are held in certificated form, to the relevant provisions of the Form of Acceptance, which they should read before taking any action.

The Offer is not being made, directly or indirectly, in, into or from any Restricted Jurisdiction or any other jurisdiction where to do so would violate the laws of that jurisdiction, and it is not currently intended that the Offer will be capable of acceptance by any such use, means, instrumentality or facility from within any such jurisdiction. Accordingly, persons who are unable to give the warranties set out in paragraph (c) of Section B of Part II and/or paragraph (b) of Section C of Part II of this document may be deemed not to have validly accepted the Offer.

Notwithstanding the foregoing, Spectre will retain the right to permit the Offer to be accepted and any sale of securities pursuant to the Offer to be completed if, in its sole discretion, it is satisfied that the transaction in question can be undertaken in compliance with applicable law and regulation.

### **12. Procedure for acceptance**

Bonmarché Shareholders who hold their Bonmarché Shares in certificated form (that is, not in CREST) should read this section in conjunction with the Form of Acceptance and Sections A and B of Part II of this document. The instructions on the Form of Acceptance are deemed to form part of the terms of the Offer.

Bonmarché Shareholders who hold their Bonmarché Shares in uncertificated form (that is, in CREST) should read this section in conjunction with Sections A and C of Part II of this document.

(a) ***If your Bonmarché Shares are held in certificated form (that is, not in CREST):***

(i) *Complete the Form of Acceptance*

To accept the Offer in respect of Bonmarché Shares held in certificated form (that is, not in CREST), you must complete the Form of Acceptance in accordance with the instructions set out below and on the Form of Acceptance. You should complete separate Forms of Acceptance for Bonmarché Shares held in certificated form but under different designations. If you have any queries as to how to complete the Form of Acceptance, please contact the Receiving Agent, Computershare, on +44 (0) 370 707 4040. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

The instructions printed on the Form of Acceptance shall be deemed to form part of the terms of the Offer.

*To accept the Offer in respect of all your Bonmarché Shares in certificated form:* you must complete Box 1 and sign Box 2A or 2B (and, if appropriate, Boxes 3 and 4A or 4B) of the enclosed Form of Acceptance. In all cases, if you are an individual, you must sign Box 2A of the Form of Acceptance in the presence of a witness who should also sign in accordance with the instructions printed on it for execution by individuals. Any Bonmarché Shareholder which is a company should execute Box 2B of the Form of Acceptance where indicated in accordance with the instructions printed on it for execution by a company. If you do not insert a number in Box 1 of the Form of Acceptance, or if you insert in Box 1 a number which is greater than the number of Bonmarché Shares that you hold in certificated form and you have signed Box 2A or 2B, your acceptance will be deemed to be in respect of all the Bonmarché Shares held by you in certificated form.

*To accept the Offer in respect of less than all your Bonmarché Shares in certificated form:* you must insert in Box 1 of the enclosed Form of Acceptance such lesser number of Bonmarché Shares in respect of which you wish to accept the Offer in accordance with the instructions printed on it. You should then follow the procedure set out in the paragraph above in respect of such lesser number of Bonmarché Shares.

(ii) *Return the completed Form of Acceptance*

To accept the Offer in respect of Bonmarché Shares held in certificated form, the completed, signed and (where applicable) witnessed Form of Acceptance should be returned to the Receiving Agent, by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours only) to Computershare Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, together (subject to paragraph 12(a)(iii) below) with the relevant share certificate(s) and/or other document(s) of title, as soon as possible and, in any event, so as to be received not later than 1.00 p.m. (London time) on 16 May 2019. A reply-paid envelope is enclosed for your convenience. No acknowledgement of receipt of documents will be given.

Any Form of Acceptance received in an envelope post-marked in a Restricted Jurisdiction, or otherwise appearing to Spectre or its agents to have been sent from any of these jurisdictions, may be rejected as an invalid acceptance of the Offer. For further information for Bonmarché Shareholders resident overseas, see paragraph 11 of this Part I.

(iii) *Share certificates not readily available or lost*

If your Bonmarché Shares are in certificated form, a completed, signed and (where applicable) witnessed Form of Acceptance should be accompanied by the relevant share certificate(s) and/or other document(s) of title. If for any reason the relevant share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, you should nevertheless complete, sign and return the Form of Acceptance to the Receiving Agent, by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal

business hours only) to Computershare Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE as soon as possible and, in any event, so as to be received not later than 1.00 p.m. (London time) on 16 May 2019. You should send with the Form of Acceptance any share certificate(s) and/or other document(s) of title which you may have available, accompanied by a letter stating that the remaining documents will follow as soon as possible or that you have lost one or more of your share certificate(s) and/or other document(s) of title. You should then arrange for the relevant share certificate(s) and/or other document(s) of title to be forwarded as soon as possible. If you have lost your share certificate(s) and/or other document(s) of title you should write as soon as possible to Bonmarché's registrars, Link Asset Services, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, requesting a letter of indemnity for the lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned by post or by hand to the Receiving Agent, Computershare, at the address given above.

(iv) *Validity of acceptances*

Without prejudice to Section A and Section B of Part II of this document, subject to the provisions of the Takeover Code, Spectre reserves the right to treat as valid, in whole or in part, any acceptance of the Offer which is not entirely in order or which is not accompanied by the relevant share certificate(s) and/or other document(s) of title. In that event, no payment of cash under the Offer will be made until after the relevant share certificate(s) and/or other document(s) of title or indemnities satisfactory to Spectre have been received.

(v) *Overseas shareholders*

The attention of Bonmarché Shareholders holding Bonmarché Shares in certificated form and who are citizens or residents of jurisdictions outside the United Kingdom is drawn to paragraph 11 of this Part I and paragraph 6 of Section A of Part II of this document and paragraph (c) of Section B of Part II of this document.

(b) **If your Bonmarché Shares are held in uncertificated form (that is, in CREST):**

(i) *General*

If your Bonmarché Shares are held in uncertificated form, to accept the Offer you should take (or procure the taking of) the action set out below to transfer the Bonmarché Shares in respect of which you wish to accept the Offer to the appropriate escrow balance(s), specifying the Receiving Agent (in its capacity as a CREST participant under the Escrow Agent's participant ID referred to below) as the Escrow Agent, as soon as possible **and in any event so that the TTE Instruction settles not later than 1.00 p.m. (London time) on 16 May 2019. Your TTE Instruction should be sent before 1.00 p.m. (London time) on 16 May 2019 in order for your TTE Instruction to have settled in advance of the 1.00 p.m. (London time) closing time for acceptances on 16 May 2019. Note that settlement cannot take place on weekends or bank holidays (or other times at which the CREST system is non-operational) you should therefore ensure you time the input of any TTE Instructions accordingly.**

The input and settlement of a TTE Instruction in accordance with this paragraph 12(b) will (subject to satisfying the requirements set out in Sections A and C of Part II) constitute an acceptance of the Offer in respect of the number of Bonmarché Shares so transferred to escrow.

**If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Only your CREST sponsor will be able to send the TTE Instruction(s) to Euroclear in relation to your Bonmarché Shares.**

After settlement of a TTE Instruction, you will not be able to access the Bonmarché Shares concerned in CREST for any transaction or charging purposes. As the Offer is wholly unconditional, the Escrow Agent will withdraw the Bonmarché Shares which will be transferred to Spectre in accordance with Section C of Part II of this document.

You are recommended to refer to the CREST Manual issued by Euroclear for further information on the CREST procedure outlined below.

**You should note that Euroclear does not make available special procedures, in CREST, for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE Instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE Instruction relating to your Bonmarché Shares to settle prior to 1.00 p.m. (London time) on 16 May 2019. In this connection, you are referred in particular to those sections of the CREST Manual concerning the practical limitations of the CREST system and timings. Your TTE Instruction should be sent before 1.00 p.m. (London time) on 16 May 2019 in order for your TTE Instruction to have settled in advance of the 1.00 p.m. (London time) closing time for all acceptances on 16 May 2019.**

(ii) *To accept the offer*

To accept the Offer in respect of your Bonmarché Shares, you should send (or, if you are a CREST sponsored member, procure that your CREST sponsor sends) to Euroclear a TTE Instruction in relation to such Bonmarché Shares. A TTE Instruction to Euroclear must be properly authenticated in accordance with Euroclear's specifications for transfers to escrow and must contain the following details:

- the ISIN number for the Bonmarché Shares. This is GB00BF8H6F45;
- the number of Bonmarché Shares in respect of which you wish to accept the Offer (i.e. the number of Bonmarché Shares to be transferred to escrow);
- your member account ID;
- your participant ID;
- the participant ID of the Escrow Agent. This is 3RA54;
- the member account ID of the Escrow Agent for the Offer. This is BONSPE01;
- the intended settlement date. This should be as soon as possible and, in any event, not later than 1.00 p.m. (London time) on 16 May 2019;
- the corporate action number of the Offer. This is allocated by Euroclear and will be available on screen from Euroclear;
- input with a standard delivery instruction priority of 80; and
- a contact name and telephone number in the shared note field.

If you hold Bonmarché Shares in uncertificated form through one or more intermediaries, such as a stockbroker, custodian bank or clearing system, you should confirm the instruction deadline which such intermediaries have established to accept the Offer on your behalf. The custodian bank or stockbroker may set an earlier deadline for receiving instructions from you in order to permit the custodian bank or stockbroker to communicate acceptances to the Receiving Agent in a timely manner.

(iii) *Validity of Acceptances*

Holders of Bonmarché Shares in uncertificated form who wish to accept the Offer should note that a TTE Instruction will only be a valid acceptance of that Offer as at the relevant closing date if it has settled on or before 1.00 p.m. (London time) on that date. A Form of Acceptance which is received in respect of Bonmarché Shares held in uncertificated form may be treated as an invalid acceptance and may be disregarded.

Spectre will make an appropriate announcement if any of the details contained in this paragraph 12(b) alter for any reason.

(iv) *Overseas shareholders*

The attention of Bonmarché Shareholders holding Bonmarché Shares in uncertificated form and who are citizens or residents of jurisdictions outside the United Kingdom is drawn to paragraph 11 of this Part I, paragraph 6 of Section A of Part II of this document and paragraph (b) of Section C of Part II of this document.

(v) *Further information*

Normal CREST procedures (including timings) apply in relation to any Bonmarché Shares that are, or are to be, converted from uncertificated form to certificated form, or from certificated form, during the course of the Offer (whether any such conversion arises as a result of a transfer of Bonmarché Shares or otherwise). Holders of Bonmarché Shares who are proposing to convert any such Bonmarché Shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the Bonmarché Shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Offer (in particular, as regards delivery of a Form of Acceptance or transfers to an escrow balance as described above) before 1.00 p.m. (London time) on 16 May 2019.

**If you are in any doubt as to the procedure for acceptance of the Offer, please contact the Receiving Agent, Computershare, on +44 (0) 370 707 4040. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes**

### **13. Settlement**

Except as provided in paragraph 6 of Section A of Part II of this document in the case of certain overseas shareholders, settlement of the consideration to which any Bonmarché Shareholder (or the first-named shareholder in the case of joint holders) is entitled under the Offer will be effected by the despatch of cheques or by crediting CREST accounts (as applicable) (i) in respect of acceptances received, complete in all respects, by the end of the offer period, within 14 calendar days of the end of the offer period or (ii) in respect of acceptances received, complete in all respects, after such date but while the Offer remains open for acceptance, within 14 days of such receipt, in the manner set out below.

(a) ***Bonmarché Shares in certificated form (that is, not in CREST)***

Where an acceptance relates to Bonmarché Shares in certificated form, settlement of any cash due will be despatched by first class post (or such other method as may be approved by the Panel) to accepting Bonmarché Shareholders or their appointed agents (but not in a Restricted Jurisdiction). All such cash payments will be made in Pounds Sterling by cheque drawn on a branch of the United Kingdom clearing bank.

(b) ***Bonmarché Shares in uncertificated form (that is, in CREST)***

Where an acceptance relates to Bonmarché Shares in uncertificated form, the cash consideration to which the accepting Bonmarché Shareholder is entitled will be paid by means of a CREST payment in favour of the accepting Bonmarché Shareholder's payment bank in respect of the cash consideration due, in accordance with CREST payment arrangements. Spectre reserves the right to settle all or any part of the consideration referred to in this paragraph 13(b), for all or any accepting Bonmarché Shareholder(s), in the manner referred to in paragraph 13(a) above, if, for any reason, it wishes to do so, except in circumstances where the accepting Bonmarché Shareholder has informed the Receiving Agent in writing prior to the end of the offer period that it is unwilling to accept settlement of the consideration by cheque.

(c) ***Lapsing or withdrawal of the Offer***

If the Offer lapses for any reason:

- (i) in the case of Bonmarché Shares held in certificated form, the relevant Form of Acceptance and relevant share certificates and/or document(s) of title will be returned by post (or by such other method as may be approved by the Panel) within 14 calendar days of the Offer lapsing to the person or agent whose name and address (outside a Restricted Jurisdiction) is set out in the Form of Acceptance or, if none is set out, to the first-named holder at his or her registered address (provided that no such documents will be sent to an address in a Restricted Jurisdiction); and

- (ii) in the case of Bonmarché Shares held in uncertificated form, the Escrow Agent will, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the lapsing of the Offer), give TFE instructions to Euroclear to transfer all Bonmarché Shares which are held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to the original available balances of the Bonmarché Shareholders concerned.

#### **14. Further information**

Your attention is drawn to the letter from the board of Spectre and the further information in the remaining Parts of this document, which each form part of this document and, if your Bonmarché Shares are in certificated form, to the accompanying Form of Acceptance which should be read in conjunction with this document.

#### **15. Action to be taken to accept the Offer**

**If you hold your Bonmarché Shares in certificated form (that is, not in CREST), to accept the Offer you must:**

1. complete the enclosed Form of Acceptance in accordance with the instructions printed on it; and
2. return the completed Form of Acceptance (along with your share certificate(s) and/or other documents of title) to the Receiving Agent, by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours only) to Computershare Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE as soon as possible and, in any event, **so as to be received by no later than 1.00 p.m. (London time) on 16 May 2019**. If you are posting in the UK, the enclosed reply-paid envelope has been provided for your convenience.

**If you hold your Bonmarché Shares in uncertificated form (that is, in CREST), to accept the Offer you must:**

1. follow the procedure set out in paragraph 12 of Part I of this document – acceptances should be made electronically through CREST; and
2. **ensure that the TTE Instruction settles as soon as possible and in any event no later than 1.00 p.m. (London time) on 16 May 2019**. Your TTE Instruction should be sent before 1.00 p.m. (London time) on 16 May 2019 in order for your TTE Instruction to have settled in advance of the 1.00 p.m. (London time) closing time for all acceptances on 16 May 2019. **If you hold your Bonmarché Shares as a CREST sponsored member**, you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE Instruction to Euroclear.

All remittances, communications, notices, certificates and documents of title sent by, to or from Bonmarché Shareholders or their appointed agents will be sent at their own risk.

If you require assistance in completing your Form of Acceptance (or wish to obtain an additional Form of Acceptance), or have questions in relation to making an Electronic Acceptance, please contact the Receiving Agent, Computershare, on +44 (0) 370 707 4040. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Yours faithfully,

**Alex Watson**

*Director*

For and on behalf of

**Spectre Holdings Limited**

## Part II

### FURTHER TERMS OF THE OFFER, FORM OF ACCEPTANCE AND ELECTRONIC ACCEPTANCE

#### Section A: Further terms of the Offer

The following further terms apply, unless the context requires otherwise, to the Offer. Except where the context requires otherwise, any reference in Sections A, B and C of this Part II and in the Form of Acceptance:

- (i) to the Offer will include any revision, variation or extension of the Offer; and
- (ii) to the offer document will mean this document and any other document containing the Offer.

#### 1. Acceptance Period

- (a) The Offer is initially open for acceptance until 1.00 p.m. (London time) on 16 May 2019. As the Offer is unconditional, under rule 31.4 of the Takeover Code it may be closed on that date without further notice. However, if on that date, it is stated that the Offer will remain open until further notice, then not less than 14 calendar days' notice in writing will be given before the closing of the Offer by or on behalf of Spectre to those Bonmarché Shareholders who have not accepted the Offer before closing the Offer.
- (b) Although no revision is envisaged, if the Offer is revised, it will remain open for acceptance for a period of at least 14 days from the date of posting written notification of the revision to Bonmarché Shareholders.
- (c) If a competitive situation arises (as determined by the Panel) and is continuing on 16 May 2019, Spectre will enable holders of Bonmarché Shares held in uncertificated form who have not already validly accepted the Offer but who have previously accepted the competing offer to accept the Offer by a special form of acceptance to take effect on 16 May 2019 (or such later date to which the Offer may be extended with the consent of the Panel). It shall be a condition of such special form of acceptance being a valid acceptance of the Offer that:
  - (i) it is received by the Receiving Agent on or before 16 May 2019 (or such later date as may be agreed by the Panel);
  - (ii) the relevant Bonmarché Shareholder shall have applied to withdraw his acceptance of the competing offer but that the Bonmarché Shares to which such withdrawal relates shall not have been released from the escrow before 16 May 2019 by the Escrow Agent to the competing offer; and
  - (iii) the Bonmarché Shares held in uncertificated form to which the special form of acceptance relates are not transferred to escrow in accordance with the procedure for acceptance set out in the letter from Spectre in Part I of this document on or before 16 May 2019 (or such later date as may be agreed by the Panel) but an undertaking is given that they will be so transferred as soon as possible thereafter.

Bonmarché Shareholders wishing to use such forms of acceptance should apply to Computershare on +44 (0) 370 707 4040. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Notwithstanding the right to use such special form of acceptance, holders of Bonmarché Shares held in uncertificated form may not use a Form of Acceptance (or any other purported acceptance form) for the purpose of accepting the Offer in respect of such shares.

- (d) If Spectre makes a statement that the value of consideration of the Offer will not be increased (a "no increase" statement) then only in exceptional circumstances will it be allowed subsequently to amend

the terms of its Offer in any way, except where the right to do so has been specifically reserved. If a competitive situation arises (as determined by the Panel) after Spectre has made a “no increase” statement and/or a “no extension” statement (as referred to in the Takeover Code) in connection with the Offer, Spectre may, if it specifically reserves the right to do so at the time such statement is made (or otherwise with the consent of the Panel), choose not to be bound by or withdraw such statement and be free to revise and/or extend the Offer provided it complies with the requirements of the Takeover Code and in particular that:

- (i) it announces the withdrawal as soon as possible and in any event within four Business Days of the firm announcement of the competing offer or other competitive situation;
- (ii) it notifies Bonmarché Shareholders (and persons with information rights) to that effect in writing at the earliest opportunity or, in the case of Bonmarché Shareholders with registered addresses outside the United Kingdom or whom Spectre knows to be agents, nominees, custodians or trustees holding Bonmarché Shares for such persons, by announcement in the United Kingdom at the earliest opportunity; and
- (iii) any Bonmarché Shareholders who accepted the Offer after the date of the “no increase” or “no extension” statement is given a right of withdrawal in accordance with paragraph 3(c) of this Section A.

Spectre may choose not to be bound by a “no increase” or “no extension” statement if, having reserved the right to do so, it publishes an increased or improved offer (either as to the value or form of the consideration or otherwise) which is recommended for acceptance by the directors of Bonmarché, or in other circumstances permitted by the Panel.

## **2. Announcements**

- (a) Without prejudice to paragraph 3(a) of this Section A, by 8.00 a.m. (London time) on the Business Day (the relevant day) following the day on which the Offer is due to expire or (if relevant) is revised or is extended, as the case may be (or such later time or date as the Panel may agree), Spectre will make an appropriate announcement and simultaneously send the announcement to a Regulatory Information Service. In the announcement, Spectre shall state (unless otherwise permitted by the Panel):
  - (i) the total number of Bonmarché Shares for which acceptances of the Offer have been received, specifying the extent to which acceptances have been received from persons acting or deemed to be acting in concert with Spectre for the purposes of the Offer;
  - (ii) details of any relevant securities of Bonmarché in which Spectre or any person acting in concert with Spectre has:
    - (A) an interest or in respect of which it has a right to subscribe in each case specifying the nature of the interests or rights concerned; and
    - (B) any short positions (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;
  - (iii) details of any relevant securities of Bonmarché held by or on behalf of Spectre or any person acting in concert with Spectre, prior to the offer period;
  - (iv) details of any relevant securities of Bonmarché in respect of which Spectre or any person acting in concert with Spectre has an outstanding irrevocable commitment or letter of intent to accept the Offer procured by Spectre; and
  - (v) details of any relevant securities of Bonmarché which Spectre or any person acting in concert with it has borrowed or lent, save for any borrowed shares which have been either on-lent or sold,and will, in each case, specify the percentages of each class of relevant securities of Bonmarché represented by each of these figures.
- (b) In calculating the number of Bonmarché Shares represented by acceptances and purchases, Spectre may include or exclude for announcement purposes, subject to paragraph 6 below, acceptances and/or purchases which are not complete in all respects or which are subject to verification.

- (c) In this Section A, references to the making of an announcement or the giving of notice by Spectre include the release of an announcement to the press and the delivery by hand or telephone, telex or facsimile transmission or other electronic transmission of an announcement to a Regulatory Information Service in each case by or on behalf of Spectre. An announcement made otherwise than to a Regulatory Information Service will be notified simultaneously to a Regulatory Information Service (unless the Panel otherwise agrees).
- (d) A copy of any announcement made by Spectre in accordance with this paragraph 2 will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, for inspection on Spectre's website ([www.spectredxb.com](http://www.spectredxb.com)) as soon as possible and in any event by no later than 12 noon on the Business Day following the date of this document.
- (e) Without limiting the manner in which Spectre may choose to make any public statement and subject to Spectre's obligations under applicable law and rules and paragraph 2(d) above, Spectre will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to a Regulatory Information Service.

### **3. Rights of withdrawal**

- (a) If Spectre fails by 3.30 p.m. (London time) on the relevant day (or such later time and/or date as the Panel may agree) to comply with any of the other relevant requirements specified in paragraph 2(a) of this Section A, an accepting Bonmarché Shareholder may (unless the Panel otherwise agrees) immediately after that time withdraw his acceptance of the Offer by written notice signed by the accepting Bonmarché Shareholder (or his agent duly appointed in writing and evidence of whose appointment, in a form reasonably satisfactory to Spectre, is produced with the notice) given to the Receiving Agent, by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH, or by hand (during normal business hours only) to Computershare Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE. Alternatively, in the case of Bonmarché Shares held in uncertificated form, withdrawals can also be effected in the manner set out in paragraph 3(g) of this Section A.
- (b) A Bonmarché Shareholder may also withdraw his acceptance if the Panel so determines.
- (c) If a "no extension" and/or "no increase" statement is withdrawn in accordance with paragraph 1(d) of this Section A any acceptance made by a Bonmarché Shareholder after the date of that statement may be withdrawn thereafter in the manner referred to in paragraph 3(a) of this Section A (or, in the case of Bonmarché Shares held in uncertificated form, in the manner set out in paragraph 3(d) of this Section A) for a period of eight calendar days following the date on which the notice of the withdrawal of such statement is published.
- (d) In the case of Bonmarché Shares held in uncertificated form, if withdrawals are permitted pursuant to paragraph 3(a), 3(b) or 3(c) of this Section A, an accepting Bonmarché Shareholder may withdraw his acceptance through CREST by sending (or, if a CREST sponsored member, procuring that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA instruction must, in order for it to be valid and settle, include the following details:
  - the number of Bonmarché Shares to be withdrawn, together with their ISIN number which is GB00BF8H6F45;
  - the member account ID of the accepting Bonmarché Shareholder, together with his participant ID;
  - the member account ID of the Escrow Agent (this is BONSPE01) included in the relevant Electronic Acceptance, together with the Escrow Agent's participant ID (this is 3RA54);
  - the transaction reference number of the Electronic Acceptance to be withdrawn, to be inserted at the beginning of the share note field;
  - the intended settlement date for the withdrawal;
  - the corporate action number for the Offer;
  - the corporate action number of the Offer which is allocated by Euroclear and can be found by viewing the relevant corporate actions details in CREST; and
  - input with standard delivery instruction of priority 80.

Any such withdrawal will be conditional upon the Receiving Agent verifying that the withdrawal request is validly made. Accordingly, the Receiving Agent will on behalf of Spectre reject or accept the withdrawal by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

- (e) Except as provided by this paragraph 3 or otherwise permitted by Spectre, acceptances of the Offer will be irrevocable.
- (f) In this paragraph 3, written notice (including any letter of appointment, direction or authority) means notice in writing bearing the original signature(s) of the relevant accepting Bonmarché Shareholder or his/their agent(s) duly appointed in writing (evidence of whose appointment satisfactory to Spectre is produced with the notice) given to the Receiving Agent, by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH or by hand (during normal business hours only) to Computershare Investor Services PLC at The Pavilions, Bridgwater Road, Bristol, BS13 8AE. Telex, e-mail, facsimile or other electronic transmissions or copies will not be sufficient. No notice which is post-marked in, or otherwise appears to Spectre or its agents to have been sent from, any Restricted Jurisdiction will be treated as valid. The notice must include all relevant information to enable the Receiving Agent to identify the Bonmarché Shares to be withdrawn and a contact telephone number for the Bonmarché Shareholder.
- (g) If an accepting Bonmarché Shareholder withdraws his acceptance, all documents of title and other documents lodged with the Form of Acceptance will be returned as soon as practicable following the receipt of the withdrawal (and in any event within 14 days) and the Receiving Agent will immediately give instructions for the release of securities held in escrow.
- (h) Any question as to the validity (including time receipt) of any notice of withdrawal will be determined by Spectre, whose determination, except as otherwise may be determined by the Panel, will be final and binding. Neither Spectre, Bonmarché nor the Receiving Agent nor any other person, will be under any duty to give notification of any defect in any notice of withdrawal or will incur any liability for failure to do so.

#### **4. Revised Offer**

- (a) Although no such revision is envisaged unless a competitive situation arises, if the Offer (in its original or any previously revised form(s)) is revised (either in its terms or conditions or in the value or form of the consideration offered or otherwise), and any such revised Offer represents, on the date on which the revision is announced (on such basis as Zeus Capital, acting reasonably and solely in its capacity as Spectre's financial adviser, may consider appropriate), an improvement (or no diminution) in the value of the consideration of the Offer as so revised compared with the value of the consideration or terms previously offered, or in the overall value received by a Bonmarché Shareholder (under or in consequence of the Offer or otherwise), the benefit of the revised Offer will, subject to paragraphs 4(d), 4(e) and 5 of this Section A, be made available to any Bonmarché Shareholder who has validly accepted the Offer in its original or any previously revised form(s) and who has not validly withdrawn such acceptance (a **Previous Acceptor**). The acceptance by or on behalf of a Previous Acceptor of the Offer in its original or any previously revised form(s) shall, subject to paragraphs 4(d), 4(e) and 5 of this Section A, be deemed to be an acceptance of the Offer as so revised and will also constitute an authority to Spectre or any of its directors, authorised representatives and agents as his attorney and/or agent (**attorney**):
  - (i) to accept any such revised Offer on behalf of such Previous Acceptor;
  - (ii) if such revised Offer includes alternative forms of consideration, to make on his behalf elections for and/or accept such alternative forms of consideration on his behalf in such proportions as such attorney in his absolute discretion thinks fit; and
  - (iii) to execute on behalf of and in the name of such Previous Acceptor all such further documents and take such further actions (if any) as may be required to give effect to such acceptances and/or elections.

In making any such acceptance or making any such election, the attorney will take into account the nature of any previous acceptances and/or elections made by the Previous Acceptor and such other

facts or matters as he may reasonably consider relevant. The attorney shall not be liable to any Bonmarché Shareholder or any other person in making such acceptance or in making any determination in respect of it.

- (b) The powers of attorney and authorities conferred by this paragraph 4, and any acceptance of a revised offer, shall be irrevocable unless and until the Previous Acceptor withdraws his acceptances having become entitled to do so under paragraph 3 of this Section A.
  - (c) Spectre, the Receiving Agent and the Escrow Agent reserve the right (subject to paragraph 4(a) of this Section A) to treat an executed Form of Acceptance or TTE instruction relating to the Offer in its original or any previously revised form(s) which is received (or dated) on or after the announcement or issue of the Offer in any revised form as a valid acceptance of the revised Offer (and, where applicable, a valid election for the alternative form(s) of consideration). Such acceptance will constitute an authority in the terms of paragraph 4(a) of this Section A, *mutatis mutandis*, on behalf of the relevant Bonmarché Shareholder.
  - (d) The deemed acceptances referred to in this paragraph 4 shall not apply and the powers of attorney and authorities conferred by this paragraph 4 shall not be exercised by Spectre or any of its respective directors, authorised representatives and agents if, as a result thereof, the Previous Acceptor would (on such basis as Zeus Capital, acting reasonably and solely as Spectre's financial adviser may consider appropriate) thereby receive and/or retain (as appropriate) under or in consequence of the Offer and/or any alternative pursuant thereto as revised or otherwise less in aggregate consideration under the revised Offer than he would have received in aggregate consideration as a result of acceptance of the Offer in the form in which it was originally accepted by him or on his behalf, having regard to any previous acceptance or election originally made by him, unless the Previous Acceptor has previously otherwise agreed in writing.
  - (e) The deemed acceptances referred to in this paragraph 4 will not apply, and the authorities conferred by this paragraph 4 will be ineffective, to the extent that a Previous Acceptor:
    - (i) in respect of Bonmarché Shares in certificated form, lodged with the Receiving Agent in the manner specified in paragraph 3(a) of this Section A, within 14 calendar days of the publication of the document pursuant to which the revision of the Offer is made available to Bonmarché Shareholders, a Form of Acceptance or some other form issued by or on behalf of Spectre in which the Bonmarché Shareholder validly elects to receive the consideration receivable by him under such revised Offer in some other manner than that set out in his original acceptance; or
    - (ii) in respect of Bonmarché Shares held in uncertificated form, sends (or, if a CREST sponsored member, procures that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be varied. Each ESA instruction must, in order for it to be valid and settle, include the following details:
      - the number of Bonmarché Shares in respect of which the changed election is made, together with their ISIN number which is GB00BF8H6F45;
      - the member account ID of the Previous Acceptor, together with his participant ID;
      - the member account ID of the Escrow Agent (this is BONSPE01) included in the relevant
      - Electronic Acceptance, together with the Escrow Agent's participant ID (this is 3RA54);
      - the transaction reference number of the Electronic Acceptance in respect of which the election is to be changed, inserted at the beginning of the share note field;
      - the intended settlement date for the changed election;
      - the corporate action number for the Offer,
- and, in order that the desired change of election can be effected, must include:
- the member account ID of the Escrow Agent relevant to the new election;
  - the corporate action number of the Offer which is allocated by Euroclear and can be found by viewing the relevant corporate actions details in CREST; and
  - input with standard delivery instruction of priority 80.

Any such change of election will be conditional upon the Receiving Agent verifying that the request is validly made. Accordingly, the Receiving Agent will on behalf of Spectre reject or accept the requested change of election by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

- (f) If a competitive situation continues to exist in the later stages of the offer period, the Panel will normally require revised offers to be announced in accordance with an auction procedure, the terms of which will be determined by the Panel. That procedure will normally require final revisions to competing offers to be announced by the 46th day following the publication of the competing offer document but enable an offeror to revise its offer within a set period in response to any revision announced by a competing offeror on or after the 46th day.
- (g) Although no revision is contemplated, if the Offer is revised, a revised offer document will be published. On the day of publication, Spectre will publish the document on [www.spectredxb.com](http://www.spectredxb.com) and will announce that the document has been so published.

## **5. Form of Acceptance and Electronic Acceptances**

- (a) Further terms relating to the use of the Form of Acceptance are set out in Section B of this Part II.
- (b) Further terms relating to the use of Electronic Acceptances are set out in Section C of this Part II.

## **6. Overseas shareholders**

- (a) The making of the Offer in, or to certain persons who are resident in, or citizens or nationals of, jurisdictions outside the United Kingdom (overseas shareholders) or to agents, nominees, custodians or trustees for such persons, may be prohibited or affected by the laws of the relevant jurisdictions. Overseas shareholders should inform themselves about, and observe, any applicable legal requirements. It is the responsibility of any overseas shareholder wishing to accept the Offer to satisfy himself as to the full observance of the laws of the relevant jurisdiction in connection with the Offer, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with other necessary formalities needing to be observed and the payment of any issue, transfer or other taxes or duties or other requisite payments due in that jurisdiction. Any such overseas shareholder will be responsible for the payment of any issue, transfer or other taxes due in that jurisdiction from any person and Spectre (and any person acting on its behalf) shall be fully indemnified and held harmless by such overseas shareholder for any such issue, transfer or other taxes as such person may be required to pay.

**Overseas shareholders should inform themselves about and observe any applicable legal or regulatory requirements. If you are in any doubt about your position, you should consult your appropriate adviser in the relevant jurisdiction.**

- (b) The Offer is not being made, directly or indirectly, in or into or by use of the mails of, or by any other means or instrumentality of interstate or foreign commerce of, or any facilities of a national securities exchange of, any Restricted Jurisdiction and the Offer cannot be accepted by any such use, means or instrumentality or otherwise from any Restricted Jurisdiction. Such means or instrumentalities include, but are not limited to, facsimile transmission, telex, telephone and internet.
- (c) Copies of this document, the Form of Acceptance and any related offer document(s) are not, and must not be, mailed or otherwise distributed or sent in or into any Restricted Jurisdiction including to Bonmarché Shareholders or persons with information rights or participants in the Bonmarché Share Option Schemes with registered addresses in any Restricted Jurisdiction or to persons whom Spectre knows to be agents, nominees, custodians or trustees holding Bonmarché Shares for such persons. Persons receiving such documents (including, without limitation, agents, nominees, custodians and trustees) must not distribute, send or mail them in, into or from any Restricted Jurisdiction or use any such mails or any such means, instrumentality or facility for any purpose, directly or indirectly, in connection with the Offer, and doing so may render invalid any related purported acceptance of the Offer. Persons wishing to accept the Offer must not use the mails of any Restricted Jurisdiction or any such means, instrumentality or facility for any purpose directly or indirectly related to acceptance of the Offer. All Bonmarché Shareholders (including nominees, trustees and custodians) who have a

contractual or legal obligation, or may otherwise intend, to forward this document, the Form of Acceptance or any related document, should read further the details in this regard which are contained in this paragraph 6 of this Section A and in Section B and Section C of this Part II before taking any action. Envelopes containing the Form of Acceptance or other documents relating to the Offer must not be postmarked in or otherwise despatched from any Restricted Jurisdiction and all acceptors must provide addresses outside Restricted Jurisdictions for the receipt of the consideration to which they are entitled under the Offer and which is despatched by post or for the return of the Form of Acceptance and (in relation to Bonmarché Shares in certificated form) any Bonmarché share certificate(s) and/or other document(s) of title.

- (d) Subject as provided below, a Bonmarché Shareholder will be deemed not to have accepted the Offer if:
- (i) he puts "NO" in Box 3 of the Form of Acceptance and thereby does not make the representations and warranties set out in paragraph (c) of Section B of this Part II;
  - (ii) he completes Box 4A of the Form of Acceptance with an address in any Restricted Jurisdiction or has a registered address in any Restricted Jurisdiction and in either case he does not insert in Box 4B of the Form of Acceptance the name and address of a person or agent outside a Restricted Jurisdiction to whom he wishes the consideration to which he is entitled under the Offer be sent, subject to the provisions of this paragraph 4(d) and applicable laws;
  - (iii) he inserts in Box 1 of the Form of Acceptance a telephone number in a Restricted Jurisdiction for use in the event of queries;
  - (iv) a Form of Acceptance received from him is received in an envelope postmarked in, or otherwise appears to Spectre or its agents to have been sent from, any Restricted Jurisdiction; or
  - (v) he makes a Restricted Escrow Transfer pursuant to paragraph 6(h) of this Section A unless he also makes a related Restricted ESA Instruction which is accepted by the Receiving Agent.

Spectre reserves the right, in its sole discretion, to investigate, in relation to any acceptance, whether the representations and warranties set out in paragraph (c) of Section B (or, as the case may be, paragraph (b) of Section C) of this Part II could have been truthfully given by the relevant Bonmarché Shareholder and, if such investigation is made and as a result Spectre determines that such representations and warranties could not have been so given, such acceptance may be rejected as invalid.

- (e) If, notwithstanding the restrictions described above, any person (including, without limitation, agents, nominees, custodians and trustees) whether pursuant to a contractual or legal obligation or otherwise forwards this document, the Form of Acceptance or any related offer document in, into or from any Restricted Jurisdiction or uses the mails or any means or instrumentality (including, without limitation, facsimile transmission, e-mail, telex and telephone) of interstate or foreign commerce of, or any facilities of a national securities exchange of, any Restricted Jurisdiction in connection with such forwarding, such person should:
- (i) inform the recipient of such fact;
  - (ii) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
  - (iii) draw the attention of the recipient to this paragraph 6.
- (f) Notwithstanding anything to the contrary contained in this document or the Form of Acceptance, Spectre may in its sole and absolute discretion make the Offer (with or without giving effect to the foregoing paragraphs of this paragraph 6) in any Restricted Jurisdiction pursuant to an exemption under applicable law in a Restricted Jurisdiction or if Spectre is satisfied in that particular case that to do so would not constitute a breach of any securities or other relevant legislation of any Restricted Jurisdiction, and in this connection the provisions of paragraph (c) of Section B and paragraph (b) of Section C of this Part II will be varied accordingly.
- (g) The provisions of this paragraph 6 supersede any terms of the Offer inconsistent with them. The provisions of this paragraph 6 and/or any other terms of the Offer relating to overseas shareholders may be waived, varied or modified as regards specific Bonmarché Shareholder(s) or on a general basis by Spectre in its absolute discretion.

- (h) If a holder of Bonmarché Shares held in uncertificated form is unable to give the warranty set out in paragraph (b) of Section C of this Part II, but nevertheless can provide evidence satisfactory to Spectre that he is able to accept the Offer in compliance with all relevant legal and regulatory requirements, he may only purport to accept the Offer by sending (or if a CREST sponsored member, procuring that his CREST sponsor sends) both:
- (i) a TTE Instruction to a designated escrow balance detailed below (a **Restricted Escrow Transfer**); and
  - (ii) one or more valid ESA instructions (a **Restricted ESA Instruction**) which specify the form of consideration which he wishes to receive (consistent with the alternatives offered under the Offer).

Such purported acceptance will not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA Instruction(s) settle in CREST and Spectre decides, in its absolute discretion, to exercise its right described in paragraph 6(g) of this Section A to waive, vary or modify the terms of the Offer relating to overseas shareholders, to the extent required to permit such acceptance to be made, in each case during the acceptance period set out in paragraph 1 of this Section A. If Spectre accordingly decides to permit such acceptance to be made, the Receiving Agent will on behalf of Spectre accept the purported acceptance as an Electronic Acceptance on the terms of this document (as so waived, varied or modified) by transmitting in CREST a receiving agent accept (AEAN) message. Otherwise, the Receiving Agent will on behalf of Spectre reject the purported acceptance by transmitting in CREST a receiving agent reject (AEAD) message. Each Restricted Escrow Transfer must, in order for it to be valid and settle, include the following details:

- the ISIN number for the Bonmarché Shares (this is GB00BF8H6F45);
- the number of Bonmarché Shares in respect of which the Offer is to be accepted;
- the member account ID and participant ID of the Bonmarché Shareholder;
- the participant ID of the Escrow Agent (this is 3RA54) and its member account ID specific to a Restricted Escrow Transfer (this is RESTRICT);
- the intended settlement date;
- the corporate action reference number for the Offer which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST;
- input standard delivery instruction of priority 80; and
- contact name and telephone number to be inserted in the shared note field.

Each Restricted ESA instruction must, in order for it to be valid and settle, include the following details:

- the ISIN number for the Bonmarché Shares (this is GB00BF8H6F45);
- the number of Bonmarché Shares relevant to that Restricted ESA Instruction;
- the member account ID and participant ID of the accepting Bonmarché Shareholder;
- the participant ID of the Escrow Agent (this is 3RA54);
- the member account ID of the Escrow Agent relevant to the Restricted ESA Instruction (this is RESTRICT);
- the member account ID of the Escrow Agent in respect of the Offer (this is BONSPE01);
- the participant ID and the member account ID of the Escrow Agent relevant to the form of consideration required (details of which are set out in the letter from Spectre contained in this document);
- the transaction reference number of the Restricted Escrow Transfer to which the Restricted ESA Instruction relates;
- the intended settlement date;
- the corporate action number for the Offer which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST; and
- input standard delivery instruction priority of 80.

## 7. General

- (a) If the Offer lapses for any reason, then it shall cease to be capable of further acceptance and Spectre and Bonmarché Shareholders will cease to be bound by acceptances received on or before the date on which the Offer lapses.
- (b) The ability to effect the Offer in respect of persons resident in certain jurisdictions may be affected by the laws of those jurisdictions. Before taking any action in relation to the Offer, Bonmarché Shareholders should inform themselves about and observe any applicable requirements. Unless otherwise determined by Spectre or required by the Takeover Code and permitted by applicable law and regulation:
  - (i) the Offer is not being, and will not be, made available, directly or indirectly, in or into or by the use of the mails of, or by any other means or instrumentality (including, without limitation, facsimile transmission, telex, telephone, internet or other forms of electronic transmission) of interstate or foreign commerce of, or by any facility of a national state or other securities exchange of any Restricted Jurisdiction and no person may vote using any such use, means, instrumentality or facility or from within any Restricted Jurisdiction; and
  - (ii) this document should not be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws in such jurisdiction.
- (c) The Bonmarché Shares will be acquired pursuant to the Offer free from all liens, charges and encumbrances, rights of pre-emption and together with the right to receive all dividends and other distributions now or hereafter declared paid or made thereon. Insofar as a dividend and/or distribution and/or return of capital is proposed, declared or made, paid or payable by Bonmarché in respect of a Bonmarché Share on or after the date of this document, Spectre reserves the right to reduce by the amount of the dividend and/or distribution and/or return of capital, the price payable under the Offer in respect of a Bonmarché Share (so long as Bonmarché Shareholders will be entitled to receive and retain that dividend, distribution or return of capital).
- (d) The Offer is made in respect of all Bonmarché Shares issued, other than those held by Spectre and persons acting in concert with it, and unconditionally allotted or issued before the date on which the Offer closes.
- (e) The expression offer period when used in this document means, in relation to the Offer, the period commencing on (and including) 2 April 2019 and ending at 1.00 p.m. on 16 May 2019.
- (f) Except with the consent of the Panel, settlement of the consideration to which any Bonmarché Shareholder is entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which Spectre may otherwise be, or claim to be, entitled as against such Bonmarché Shareholder. All cash payments (other than payments made by means of CREST) will be made by cheque drawn on a branch of a United Kingdom clearing bank. No consideration will be sent to an address in a Restricted Jurisdiction.
- (g) The terms, provisions, instructions and authorities contained or deemed to be incorporated in the Form of Acceptance, and such further terms as may be required to comply with the applicable rules and regulations of the Takeover Code, constitute part of the terms of the Offer. Words and expressions defined in this document have the same meanings when used in the Form of Acceptance, unless the context otherwise requires. The provisions of this Section A shall be deemed to be incorporated into and form part of the Form of Acceptance.
- (h) All references in this document (other than those in the definition of “offer period” and paragraph 1(a) above) and in the Form of Acceptance to 16 May 2019 will be deemed, if the expiry date of the Offer is extended, to refer to the expiry date of the Offer as so extended.
- (i) References in Section B and Section C of this Part II to a Bonmarché Shareholder will include references to the person or persons executing a Form of Acceptance or Electronic Acceptance and in the event of more than one person executing a Form of Acceptance or Electronic Acceptance, such paragraphs will apply to them jointly and severally.

- (j) Any omission to despatch this document, the Form of Acceptance or any notice required to be despatched under the terms of the Offer to, or any failure to receive the same by, any person to whom the Offer is made, or should be made, will not invalidate the Offer in any way or create any implication that the Offer has not been made to any such person.
- (k) Subject to the Takeover Code, and notwithstanding any other provision of this Section A, Spectre reserves the right to treat as valid in whole or in part any acceptance of the Offer received by the Receiving Agent or otherwise on behalf of Spectre which is not entirely in order or in correct form or which is not accompanied by (as applicable) the relevant document(s) or the relevant TTE Instruction or is received by it at any place or places or in any form or manner determined by either the Receiving Agent or Spectre otherwise than as set out in this document or in the Form of Acceptance. In that event, no payment of cash under the Offer will be made until after the acceptance is entirely in order and (as applicable) the relevant transfer to escrow has settled or the relevant document(s) of title or satisfactory indemnities have been received by the Receiving Agent.
- (l) No acknowledgement of receipt of any Form of Acceptance, transfer by means of CREST, communication, notice, share certificate(s) or other document(s) of title will be given by, or on behalf of, Spectre. All communications, notices, certificates, documents of title and remittances to be delivered by, or sent to or from, Bonmarché Shareholders (or their designated agent(s)) will be delivered by or sent to or from them (or their designated agent(s)) at their own risk.
- (m) Subject to the provisions of paragraph 6 of this Section A, the Offer extends to persons to whom the Offer is made or should be made to whom this document, the Form of Acceptance or any related documents may not be despatched and such persons may collect copies of these documents from the Receiving Agent at the address set out in paragraph 3(a) of this Section A.
- (n) The Offer is made at 1.00 p.m. (London time) on 25 April 2019 and is capable of acceptance from and after that date.
- (o) All powers of attorney, appointments of agents and authorities conferred by this Part II or in the Form of Acceptance are given by way of security for the performance of the obligations of the Bonmarché Shareholder concerned and are irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 except in the circumstances where the donor of such power of attorney or authority or appointor is entitled to withdraw his acceptance in accordance with paragraph 3 of this Section A and duly does so.
- (p) A response from Bonmarché to the Offer is to be made by 9 May 2019. This is to be available on the investor section of Bonmarché's website ([www.bonmarcheplc.co.uk](http://www.bonmarcheplc.co.uk)).
- (q) In relation to any acceptance of the Offer in respect of a holding of Bonmarché Shares held in uncertificated form, Spectre reserves the right to make such alterations, additions or modifications as may be necessary or desirable to give effect to any purported acceptance of the Offer, whether in order to comply with the facilities or requirements of CREST or otherwise, provided any such alterations, additions or modifications are consistent with the requirements of the Takeover Code or are otherwise made with the consent of the Panel.
- (r) Spectre reserves the right to reduce the Offer consideration by the amount of any dividend (or other distribution) which is paid or becomes payable by Bonmarché to the holders of Bonmarché Shares. If Spectre exercises the right to reduce the offer consideration by all or part of the amount of a dividend (or other distribution) that has not been paid, Bonmarché Shareholders will be entitled to receive and retain that dividend (or other distribution).
- (s) For the purposes of this document, the time of receipt of a TTE Instruction, an ESA instruction or an Electronic Acceptance shall be the time at which the relevant instruction settles in CREST.
- (t) Neither Spectre nor any subsidiary of Spectre, nor any person acting on behalf of any of them, shall have any liability to any person for any loss or alleged loss arising from any decision as to the treatment of acceptances of the Offer or otherwise in connection therewith.

- (u) Where the Offer is validly accepted in respect of Bonmarché Shares held in uncertificated form in accordance with Section C of this Part II, unless the relevant Bonmarché Shareholder has become the registered shareholder of the related Bonmarché Shares, no separate acceptance of the Offer may be made by the relevant holder of the Bonmarché Shares, the custodian in respect of the Bonmarché Shares and no person other than Spectre shall have any rights whatsoever under the Offer in respect of the Bonmarché Shares (save for the rights of such Bonmarché Shareholder under paragraph 3 of this Section A).

## **8. Law and jurisdiction**

- (a) The Offer, all acceptances of it and all elections pursuant to it, the Form of Acceptance and Electronic Acceptances, all contracts made pursuant to the Offer, all actions taken or made or deemed to be taken or made pursuant to any of these terms and the relationship between a Bonmarché Shareholder and Spectre, or the Receiving Agent will be governed by and interpreted in accordance with English law.
- (b) Execution of a Form of Acceptance or the making of an Electronic Acceptance by or on behalf of a Bonmarché Shareholder will constitute his agreement that the courts of England are (subject to paragraph 8(c) below) to have exclusive jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationship established by the Offer and the Form of Acceptance or the Electronic Acceptance or otherwise arising in connection with the Offer and the Form of Acceptance or the Electronic Acceptance, and for such purposes that he irrevocably submits to the jurisdiction of the English courts.
- (c) Execution of a Form of Acceptance or the making of an Electronic Acceptance by or on behalf of a Bonmarché Shareholder will constitute his agreement that the agreement in paragraph 8(b) above is included for the benefit of Spectre, and accordingly, notwithstanding the exclusive agreement in paragraph 8(b) above, Spectre will retain the right to, and may in its absolute discretion, bring proceedings in the courts of any other country which may have jurisdiction and that the accepting Bonmarché Shareholder irrevocably submits to the jurisdiction of the courts of any such country.

## Section B: Form of Acceptance

Each Bonmarché Shareholder by whom, or on whose behalf, any Form of Acceptance is executed and received by the Receiving Agent, irrevocably undertakes, represents, warrants and agrees to and with Spectre and the Receiving Agent (so as to bind him and his personal representatives, heirs, successors and assigns) to the following effect:

- (a) that the execution of the Form of Acceptance shall constitute:
  - (i) an acceptance of the Offer in respect of the number of Bonmarché Shares in certificated form inserted or deemed to be inserted in Box 1 of the Form of Acceptance; and
  - (ii) an undertaking to execute any further documents, take any further action and give any further assurances which may be required in connection with the foregoing,

in each case on and subject to the terms set out in this document and the Form of Acceptance and that, subject only to the rights of withdrawal set out in paragraph 3 of Section A of this Part II, each such acceptance, election and undertaking shall be irrevocable.

If Box 1 is left blank or a number greater than such Bonmarché Shareholder's registered holding of Bonmarché Shares appears in Box 1, but the Form of Acceptance is signed, it will be deemed to be an acceptance by such Bonmarché Shareholder of the terms of the Offer in respect of the total number of Bonmarché Shares in certificated form registered in his name.

If the Form of Acceptance is otherwise completed incorrectly, but the Form of Acceptance is signed, it will be deemed to be an acceptance by the relevant Bonmarché Shareholder of the terms of the Offer in respect of the number of Bonmarché Shares inserted or deemed to be inserted in Box 1 of the Form of Acceptance;

- (b) that he is irrevocably and unconditionally entitled to transfer the Bonmarché Shares in respect of which the Form of Acceptance is completed and that the Bonmarché Shares in certificated form in respect of which the Offer is accepted, or is deemed to be accepted, are sold fully paid and free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever and together with all rights attaching to them as at the date of this document or subsequently attaching to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions, if any, declared, made or paid or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made, on or after the date of this document;
- (c) that unless "NO" is inserted or deemed to be inserted in Box 3 of the Form of Acceptance, such Bonmarché Shareholder:
  - (i) has not received or sent copies of this document, the Form of Acceptance or any related offer documents in, into or from any Restricted Jurisdiction or any other jurisdiction where such actions may constitute a breach of any legal or regulatory requirements of such jurisdiction;
  - (ii) has not otherwise utilised in connection with the Offer, directly or indirectly, the use of the mails of or any means or instrumentality (including, without limitation, facsimile transmission, e-mail, telex and telephone) of interstate or foreign commerce, or any facilities of a national securities exchange, of any Restricted Jurisdiction;
  - (iii) is accepting the Offer from outside any Restricted Jurisdiction and was outside all Restricted Jurisdictions when the Form of Acceptance was delivered and at the time of accepting the Offer, and in respect of the Bonmarché Shares to which the Form of Acceptance relates, is not an agent or fiduciary acting on a non-discretionary basis for a principal who has given any instructions with respect to the Offer from within any Restricted Jurisdiction;
  - (iv) warrants that the Form of Acceptance and any related offer documents have not been mailed or otherwise sent in, into or from any Restricted Jurisdiction; and
  - (v) if such Bonmarché Shareholder is a citizen, resident or national of a jurisdiction outside the United Kingdom, he has observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, obtained all governmental, exchange control or other consents, complied with all other necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and that he has not taken or omitted to take any action that will or may result in Spectre or any other

- person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or his acceptance of the Offer;
- (d) the execution of the Form of Acceptance and its delivery to the Receiving Agent constitutes, subject to the accepting Bonmarché Shareholder not having validly withdrawn his acceptance, the irrevocable separate appointment of each of Spectre and/or its agents as such Bonmarché Shareholder's attorney and/or agent (**attorney**), with an irrevocable instruction to the attorney to:
- (i) complete and execute all or any form(s) of transfer and/or renunciation and/or other document(s) in the attorney's discretion in relation to the Bonmarché Shares referred to in paragraph (a)(i) of this Section B in favour of Spectre or as or its agents may direct;
  - (ii) deliver such form(s) of transfer and/or renunciation and/or other document(s) at the attorney's discretion together with any certificate(s) and/or other document(s) of title relating to such Bonmarché Shares for registration within six months of the date of this offer document; and
  - (iii) do all such other acts and things as may in the opinion of such attorney be necessary or expedient for the purpose of, or in connection with, the acceptance or deemed acceptance of the Offer pursuant to the Form of Acceptance and to vest in Spectre or its nominee the Bonmarché Shares as aforesaid;
- (e) the execution of the Form of Acceptance and its delivery to the Receiving Agent constitutes, subject to the accepting Bonmarché Shareholder not having validly withdrawn his acceptance, a separate and irrevocable authority and request:
- (i) to Bonmarché or its agents to procure the registration of the transfer of those Bonmarché Shares pursuant to the Offer and the delivery of the share certificate(s) and/or other document(s) of title in respect thereof to Spectre or as it may direct; and
  - (ii) to Spectre or its agents to procure the dispatch by post (or such other method as may be approved by the Panel) of a cheque drawn on a branch of a United Kingdom clearing bank in respect of any cash consideration to which he is entitled under the Offer, at the risk of such Bonmarché Shareholder, to the person or agent whose name and address (outside any Restricted Jurisdiction) is set out in Box 4B of the Form of Acceptance or, if none is set out, to the first named holder at his registered address (outside any Restricted Jurisdiction);
- (f) that the execution of the Form of Acceptance and its delivery constitutes a separate authority to each of Spectre and/or its agents within the terms of Section A and this Section B of this Part II;
- (g) subject to the Panel giving its consent, and pending registration, that:
- (i) Spectre or its agents be entitled to direct the exercise of any votes and any other rights and privileges (including the right to requisition the convening of a general meeting of Bonmarché or of any class of its shareholders) attaching to any Bonmarché Shares in certificated form in respect of which the Offer has been accepted, or is deemed to have been accepted, provided that such acceptance is not validly withdrawn;
  - (ii) the execution of a Form of Acceptance by a Bonmarché Shareholder constitutes, in respect of the Bonmarché Shares comprised in such acceptance provided that such acceptance has not been validly withdrawn:
    - A. an authority to Bonmarché and/or its agents from such Bonmarché Shareholder to send any notice, warrant, document or other communication which may be required to be sent to him as a member of Bonmarché, to Spectre at its registered office or care of the Receiving Agent;
    - B. an authority to Spectre and/or its agents to sign any document and do such things as may, in the opinion of Spectre or that agent, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Bonmarché Shares represented by the Bonmarché Shares held by him (including, without limitation, signing any consent to short notice on his behalf and/or attending and/or executing a form of proxy in respect of such Bonmarché Shares appointing any person nominated by Spectre to attend general meetings and separate class meetings of Bonmarché or its members (or any of them) (and any adjournments thereof) and to exercise the votes attaching to such Bonmarché Shares on his behalf); and

- C. the agreement of such Bonmarché Shareholder not to exercise any of such rights without the consent of Spectre and the irrevocable undertaking of such Bonmarché Shareholder not to appoint a proxy to attend any such general meeting or separate class meeting;
- (h) that he will deliver (or procure the delivery) to the Receiving Agent at the address referred to in paragraph 3(f) of Section A of this Part II his share certificate(s) or other document(s) of title in respect of all Bonmarché Shares held by him in certificated form in respect of which the Offer has been accepted or is deemed to have been accepted and not validly withdrawn, or an indemnity acceptable to Spectre in lieu thereof, as soon as possible and in any event within six months of the date of this document;
  - (i) that, if he accepts the Offer, he will do all such acts and things as shall, in the opinion of Spectre or the Receiving Agent, be necessary or expedient to vest in Spectre or its nominee(s) or such other person as Spectre may decide the number of Bonmarché Shares inserted or deemed to be inserted in Box 1 of the Form of Acceptance and all such acts and things as may be necessary or expedient to enable the Receiving Agent to perform its functions for the purposes of the Offer;
  - (j) that the terms of the Offer contained in this document will be incorporated and deemed to be incorporated in, and form part of, the Form of Acceptance which will be read and construed accordingly;
  - (k) that he will ratify each and every act or thing which may be done or effected by Spectre, the Receiving Agent or any director of Spectre or the Receiving Agent or their respective agents or Bonmarché or its agents, as the case may be, in the exercise of any of his or its powers and/or authorities hereunder (and to indemnify each such person against any losses arising therefrom);
  - (l) that, if any provision of Section A of this Part II or this Section B will be unenforceable or invalid or will not operate so as to afford Spectre, the Receiving Agent or any director or duly authorised representative of any of them or their respective agents the benefit of the authority expressed to be given therein, he agrees with all practicable speed to do all such acts and things and execute all such documents that may be required to enable those persons to secure the full benefits of Section A of this Part II or this Section B;
  - (m) the *eiusdem generis* principle of construction shall not apply to the terms of the Offer and/or the Form of Acceptance. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;
  - (n) that the execution of the Form of Acceptance constitutes his submission, in relation to any dispute arising out of or in connection with the Offer and/or the Form of Acceptance and all acceptances and elections in respect thereof (including a dispute relating to any non-contractual obligations arising out of or in connection with the Offer and/or the Form of Acceptance and all acceptances and elections in respect thereof), to the exclusive jurisdiction of the courts of England and that nothing shall limit the right of Spectre to bring any action, suit or proceedings arising out of or in connection with the Offer and/or the Form of Acceptance and all acceptances and elections in respect thereof (including in relation to any non-contractual obligations arising out of or in connection with the Offer and/or the Form of Acceptance and all acceptances and elections in respect thereof) in any other court of competent jurisdiction or concurrently in more than one court of competent jurisdiction; and
  - (o) the Form of Acceptance will be deemed to be delivered on the date of its execution and will take effect as a deed.

References in this Section B to a Bonmarché Shareholder shall include references to the person or persons executing a Form of Acceptance, and in the event of more than one person executing a Form of Acceptance, the provisions of this Section B shall apply to them jointly and to each of them.

## Section C: Electronic Acceptance

For the purposes of this Section C of this Part II, the phrase “Bonmarché Shares in uncertificated form comprised in the acceptance” shall mean the number of Bonmarché Shares which are transferred by the relevant Bonmarché Shareholder by Electronic Acceptance to an escrow account by means of a TTE Instruction.

Each Bonmarché Shareholder by whom, or on whose behalf, an Electronic Acceptance is made irrevocably undertakes, represents, warrants and agrees with Spectre and the Receiving Agent (so as to bind him and his personal representatives, heirs, successors and assigns) to the following effect:

- (a) that the Electronic Acceptance shall constitute:
  - (i) an acceptance of the Offer in respect of the number of Bonmarché Shares in uncertificated form to which the TTE Instruction relates; and
  - (ii) an undertaking to execute any further documents, take any further action and give any further assurances which may be required in connection with the foregoing,in each case on and subject to the terms set out or referred to in this document and that, subject to the rights of withdrawal set out in paragraph 3 of Section A of this Part II, each such acceptance, election and undertaking shall be irrevocable;
- (b) that such Bonmarché Shareholder:
  - (i) has not received or sent copies of this document, the Form of Acceptance or any related offer documents, in, into or from any Restricted Jurisdiction or any other jurisdiction where such actions may constitute a breach of any legal or regulatory requirements of such jurisdiction;
  - (ii) has not otherwise utilised in connection with the Offer, directly or indirectly, the use of the mails of or any means or instrumentality (including, without limitation, facsimile transmission, telex and telephone) of interstate or foreign commerce of, or any facilities of a national securities exchange of, any Restricted Jurisdiction;
  - (iii) is accepting the Offer from outside any Restricted Jurisdiction and was outside all Restricted Jurisdictions at the time of the input and settlement of the relevant TTE Instruction(s) and in respect of the Bonmarché Shares to which an Electronic Acceptance relates, is not an agent or fiduciary acting on a non-discretionary basis for a principal who has given any instructions with respect to the Offer from within any Restricted Jurisdiction;
  - (iv) no TTE Instruction has been sent from any Restricted Jurisdiction; and
  - (v) if such Bonmarché Shareholder is a citizen, resident or national of a jurisdiction outside the United Kingdom, he has observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, obtained all requisite governmental, exchange control or other consents, complied with all other necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and that he has not taken or omitted to take any action that will or may result in Spectre or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or his acceptance of the Offer;
- (c) that the Electronic Acceptance constitutes, subject to the accepting Bonmarché Shareholder not having validly withdrawn his acceptance, the irrevocable separate appointment of Spectre, or any of the directors of Spectre, or any person authorised by Spectre, as such Bonmarché Shareholder’s attorney and/or agent (attorney), with an irrevocable instruction to the attorney to do all such acts and things as may in the opinion of such attorney be necessary or expedient for the purpose of, or in connection with, the acceptance or deemed acceptance of the Offer;
- (d) that the Electronic Acceptance constitutes the irrevocable appointment of the Receiving Agent as such Escrow Agent to the Offer with an irrevocable instruction and authority to the Escrow Agent, subject to an accepting Bonmarché Shareholder not having validly withdrawn his acceptance, to transfer (if Spectre so requests) to Spectre (or to such other person or persons as Spectre or its agents may direct) by means of CREST all or any of the Bonmarché Shares in uncertificated form which are the subject of a TTE Instruction in respect of that Electronic Acceptance;
- (e) that the Electronic Acceptance constitutes, subject to an accepting Bonmarché Shareholder not having validly withdrawn his acceptance, a separate and irrevocable authority and request to Spectre or its

agents to procure the making of a CREST payment obligation in favour of the Bonmarché Shareholder's payment bank in accordance with the CREST payment arrangements in respect of the cash consideration to which such Bonmarché Shareholder is entitled under the Offer, provided that: (i) Spectre may (if, for any reason, it wishes to do so) determine that all or any part of any such cash consideration shall be paid by cheque drawn on a branch of a United Kingdom clearing bank despatched by post; and (ii) if the Bonmarché Shareholder concerned is a CREST member whose registered address is in a Restricted Jurisdiction, any cash consideration to which such Bonmarché Shareholder is entitled shall be paid by cheque drawn on a branch of a United Kingdom clearing bank despatched by post, at the risk of such Bonmarché Shareholder, such cheques shall be despatched to the first-named holder at an address outside a Restricted Jurisdiction stipulated by such Bonmarché Shareholder or as otherwise determined by Spectre;

- (f) that the Electronic Acceptance constitutes a separate authority to Spectre or the Receiving Agent and/or their respective agents within the terms of Section A and this Section C of Part II;
- (g) subject to the Panel giving its consent, and pending registration, that:
  - (i) Spectre or its agents be entitled to direct the exercise of any votes and any other rights and privileges (including the right to requisition the convening of a general meeting of Bonmarché or of any class of its shareholders) attaching to any Bonmarché Shares represented by the Bonmarché Shares comprised or deemed to be comprised in the Electronic Acceptance, and in respect of which such acceptance has not been validly withdrawn; and
  - (ii) an Electronic Acceptance by a Bonmarché Shareholder constitutes, in respect of the Bonmarché Shares in uncertificated form comprised in such acceptance and in respect of which such acceptance has not been validly withdrawn:
    - A. an authority to Bonmarché and/or its agents from such Bonmarché Shareholder to send any notice, warrant, document or other communication which may be required to be sent to him as a member of Bonmarché (including any share certificate(s) or other document(s) of title issued) to Spectre at its registered office or care of the Receiving Agent;
    - B. an authority to Spectre and/or its agents to sign any document and do such things as may, in the opinion of Spectre or that agent, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Bonmarché Shares represented by the Bonmarché Shares held by him (including, without limitation, signing any consent to short notice on his behalf and/or attending and/or executing a form of proxy in respect of such Bonmarché Shares represented by the Bonmarché Shares held in uncertificated form appointing any person nominated by Spectre to attend general meetings and separate class meetings of Bonmarché or its members (or any of them) (and any adjournments thereof) and to exercise the votes attaching to such Bonmarché Shares on his behalf); and
    - C. the agreement of such Bonmarché Shareholder not to exercise any of such rights without the consent of Spectre and the irrevocable undertaking of such Bonmarché Shareholder not to appoint a proxy to attend any such general meeting or separate class meeting;
- (h) that if, for any reason, any Bonmarché Shares in respect of which a TTE Instruction has been effected in accordance with paragraph 12(b) of the letter from Spectre contained in Part I of this document converted to certificated form, he will (without prejudice to paragraph (g)(ii)(A) of this Section C) immediately deliver or procure the immediate delivery of the share certificate(s) or other document(s) of title in respect of the Bonmarché Shares that are so converted to the Receiving Agent at the address referred to in paragraph 3(f) of Section A of this Part II or to Spectre at its registered office or as Spectre or its agents may direct, and he shall be deemed upon conversion to undertake, represent, warrant and agree in the terms set out in Section B of this Part II in relation to such Bonmarché Shares without prejudice to the application of this Section C so far as Spectre deems appropriate;
- (i) that the creation of a CREST payment obligation in favour of his payment bank in accordance with the CREST payment arrangements referred to in paragraph (e) of this Section C shall, to the extent of the obligation so created, discharge in full any obligation of Spectre to pay to him the cash consideration to which he is entitled pursuant to the Offer;
- (j) he will do all such acts and things as shall, in the reasonable opinion of Spectre be necessary or desirable to enable the Receiving Agent to perform its function as Escrow Agent for the purposes of the Offer or to vest in Spectre or its nominee(s), subject to the Electronic Acceptance not having been

validly withdrawn, the Bonmarché Shares in uncertificated form comprised or deemed to be comprised in the acceptance;

- (k) he will ratify each and every act or thing which may be done or effected by Spectre, the Escrow Agent or the Receiving Agent or any of their respective directors or agents or Bonmarché or its agents, as the case may be, in the exercise of any of his or its powers and/or authorities hereunder (and to indemnify each such person against any losses arising therefrom);
- (l) that, if any provision of Section A of this Part II or this Section C will be unenforceable or invalid or will not operate so as to afford Spectre, the Escrow Agent or the Receiving Agent or any director or duly authorised representative of any of them or their respective agents the benefit of the authority expressed to be given therein, he agrees with all practicable speed to do all such acts and things and execute all such documents that may be required to enable those persons to secure the full benefits of Section A of this Part II and this Section C;
- (m) the *eiusdem generis* principle of construction shall not apply to the terms of the Offer and/or the Form of Acceptance. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words; and
- (n) the making of an Electronic Acceptance constitutes his submission, in relation to any dispute arising out of or in connection with the Offer and/or the Electronic Acceptance and all acceptances and elections in respect thereof (including a dispute relating to any non-contractual obligations arising out of or in connection with the Offer and/or the Electronic Acceptance and all acceptances and elections in respect thereof), to the exclusive jurisdiction of the courts of England and that nothing shall limit the right of Spectre to bring any action, suit or proceedings arising out of or in connection with the Offer and/or the Electronic Acceptance and all acceptances and elections in respect thereof (including in relation to any non-contractual obligations arising out of or in connection with the Offer and/or the Electronic Acceptance and all acceptances and elections in respect thereof) in any other court of competent jurisdiction or concurrently in more than one court of competent jurisdiction.

References in this Section C to a Bonmarché Shareholder shall include references to the person or persons making an Electronic Acceptance.

## Part III

### ADDITIONAL INFORMATION

#### 1. Responsibility

The directors of Spectre, whose names appear in paragraph 2(a) below, and Philip Day accept responsibility for the information contained in this document. To the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained in this document (other than any information relating to Bonmarché, Bonmarché's directors or their immediate families, related trusts and connected persons) for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

#### 2. Directors

##### (a) Spectre

The directors of Spectre and their respective positions are set out below:

<i>Name</i>	<i>Position</i>
Alexander Watson	Director
Kate Williams	Director

The registered office of Spectre and the correspondence address is PO Box 34002, Dubai, UAE.

The registered number of Spectre is 187570.

##### (b) Bonmarché

The directors of Bonmarché and their respective positions are set out below:

<i>Name</i>	<i>Position</i>
John Coleman	Non-executive Chairman
Helen Connolly	Chief Executive
Stephen Aldridge	Finance Director
Ishbel Macpherson	Non-executive Director
Mark McClennon	Non-executive Director

The registered office of Bonmarché and the correspondence address is Jubilee Way, Grange Moor, Wakefield, West Yorkshire WF4 4SJ.

The registered number of Bonmarché is 08638336.

#### 3. Interests and dealings in relevant securities of Bonmarché

##### (a) Definitions

For the purposes of this paragraph 3:

- (i) **acting in concert** has the meaning attributed to it in the Takeover Code;
- (ii) **arrangement** includes any indemnity or option arrangements and any agreement or understanding, formal or informal, of whatever nature relating to relevant securities which may be an inducement to deal or refrain from dealing;
- (iii) **control** means an interest or interests in shares carrying in aggregate 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether the holding or holdings gives *de facto* control;
- (iv) **dealing** or **dealt** includes: (i) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities or of general control of relevant securities; (ii) the taking, granting, acquisition, disposal

- of, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities; (iii) subscribing or agreeing to subscribe for relevant securities; (iv) the exercise or conversion, whether in respect of any new or existing securities, or any relevant securities carrying conversion or subscription rights; (v) the acquisition, disposal of, entering into, closing out, exercising (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities; (vi) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities; and (vii) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;
- (v) **derivative** includes any financial product the value of which, in whole or in part, is determined directly or indirectly by reference to the price of an underlying security;
- (vi) **disclosure date** means 24 April 2019, being the last dealing day prior to the publication of this document;
- (vii) **disclosure period** means the period which began on 2 April 2018 (being the date 12 months before the start of the offer period) and ended on 24 April 2019 (being the latest practicable date before the publication of this document);
- (viii) a person has an **interest** or is **interested** in relevant securities if he has a long economic exposure, whether absolute or conditional, to changes in the price of those securities (but not if he only has a short position in such securities) and in particular if: (i) he owns them; (ii) he has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them; (iii) by virtue of any agreement to purchase, option or derivative, he: (A) has the right or option to acquire them or call for their delivery; or (B) is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or (iv) he is party to any derivative: (I) whose value is determined by reference to their price; and (II) which results, or may result, in his having a long position in them;
- (ix) **related parties**, in relation to a director, means those persons whose interests in shares the director would be required to disclose pursuant to part 22 of the Act and related regulations;
- (x) **relevant securities** includes: (i) Bonmarché Shares and any other securities of Bonmarché conferring voting rights; (ii) equity share capital of Bonmarché; and (iii) securities of Bonmarché carrying conversion or subscription rights into any of the foregoing;
- (xi) **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; and
- (xii) ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status and control means a holding, or aggregate holdings, of shares carrying 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether the holding or aggregate holding gives *de facto* control.

(b) **Interests in relevant securities of Bonmarché**

As at the last day of the disclosure period, the interests of Spectre, the directors of Spectre, Philip Day and Spectre's concert parties and their immediate families, related trusts and connected persons, all of which are beneficial unless otherwise stated, in relevant securities of Bonmarché were as follows:

<i>Name</i>	<i>Type of relevant security held</i>	<i>Number of relevant securities</i>	<i>Approximate aggregate percentage of the existing issued share capital, and voting rights, of Bonmarché</i>
Spectre	Bonmarché Shares	26,213,390	52.4

(c) **Dealings in relevant securities of Bonmarché**

On 2 April 2019, pursuant to the terms of the Acquisition, Spectre acquired 26,213,390 Bonmarché Shares at a price of 11.445 pence per share from BM Holdings S.A.R.L.

Other than those shares acquired by Spectre pursuant to the Acquisition, no dealings in relevant securities of Bonmarché by Spectre, the directors of Spectre, Philip Day or any person acting in concert with Spectre (or any of their respective immediate relatives, related trusts and connected persons) have taken place during the disclosure period.

(d) **Persons acting in concert with Spectre**

In addition to the directors of Spectre and Philip Day (together with their respective immediate relatives, related trusts and connected persons), the persons who, for the purposes of the Takeover Code, are acting in concert with Spectre in respect of the Offer are:

<i>Person acting in concert</i>	<i>Type of company</i>	<i>Relationship with Spectre</i>	<i>Address</i>
Zeus Capital Limited	Private limited company	Financial adviser to Spectre	82 King Street Manchester M2 4WQ

(e) **Arrangements**

There are no arrangements of the kind referred to in Note 11 of the definition of acting in concert set out in the Takeover Code relating to relevant securities of Bonmarché which exist between Spectre or any person acting in concert with Spectre and any other person.

(f) **General**

Save as disclosed in this paragraph 3, as at the disclosure date, neither Spectre, nor any of the directors of Spectre nor Philip Day nor any of such directors' or Philip Day's related parties, nor any person acting in concert with Spectre held any interest in, or right to subscribe for, or any short position, including any short position under a derivative in relation to, or is party to any agreement to sell or has any delivery obligation or right to require another person to purchase or take delivery of, any relevant securities of Bonmarché, nor, save for any borrowed shares which have either been on-lent or sold, had borrowed or lent any relevant securities of Bonmarché (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code), nor has any such person dealt in relevant securities of Bonmarché during the disclosure period.

#### 4. Market quotations

The following table sets out the Closing Price for Bonmarché Shares on:

- (a) the first dealing day in each of the six months prior to the disclosure date (as defined in paragraph 3 of this Part III);
- (b) 1 April 2019 (being the last dealing day prior to the commencement of the offer period); and
- (c) on the disclosure date.

<i>Date</i>	<i>Price per Bonmarché Share</i>
1 November 2018	82.50p
3 December 2018	81.00p
2 January 2019	35.00p
1 February 2019	38.50p
1 March 2019	38.00p
1 April 2019 (being the last dealing day prior to the commencement of the offer period and the first dealing day in the first month prior to the disclosure period)	18.00p
24 April 2019 (being the last dealing day prior to the publication of this document)	14.50p

## 5. Ratings

Neither Spectre nor Bonmarché has any public, current credit rating or outlook from a ratings agency.

## 6. Material contracts

The following contracts have been entered into by Spectre during the period commencing on 2 April 2017 (the date two years before the start of the offer period) which are outside the ordinary course of business and which are or may be considered material:

- (a) A share purchase agreement dated 2 April 2019 between BM Holdings S.A.R.L. and Spectre (the **"Share Purchase Agreement"**) pursuant to which, by way of the Acquisition, Spectre unconditionally acquired 26,213,390 Bonmarché Shares from BM Holdings S.A.R.L. at a price of 11.445 pence per share, amounting to an aggregate price of £3,000,122, which was paid in full in cash on completion. Under the Share Purchase Agreement, BM Holdings S.A.R.L. gave customary title and capacity warranties to Spectre.
- (b) A loan agreement dated 31 March 2019 between Philip Day and Spectre (the **"Loan Agreement"**) pursuant to which Philip Day has agreed to lend to Spectre the sum of £5,775,000 (the **"Loan Amount"**) by way of an unsecured loan (the **"Loan"**), the purpose of which is to ensure Spectre has sufficient available funds to pay the cash consideration payable by Spectre under the terms of the Offer. Under the Loan Agreement: the Loan will be available for draw down for so long as it is required for such purpose (the **"certain funds period"**); the Loan will bear interest at the rate of 5 per cent. per annum; the Loan will be repayable on demand following the expiry of the certain funds period; and if £5,775,000 is insufficient to satisfy any consideration to be paid to any holders of options or other convertible securities or warrants in respect of Bonmarché Shares as required by the Takeover Code, the Loan Amount will be increased to such sum as will enable Spectre to pay such consideration and any associated costs.

## 7. Financing arrangements and cash confirmation

It is estimated that full acceptance of the Offer by Bonmarché Shareholders will result in a maximum cash consideration payable by Spectre of approximately £2.7 million. This is based on the existing issued share capital of 50,018,150 Bonmarché Shares (as disclosed in the audited financial statements of Bonmarché for the year ended 31 March 2018 and confirmed by Bonmarché in its announcement on 2 April 2019), allowing for the Bonmarché Shares already held by Spectre as at the date of this document, but not taking into account the value of outstanding options.

The cash consideration payable under the Offer will be financed by the Loan from Philip Day to Spectre described in paragraph 6(b) above.

Zeus Capital is satisfied that the necessary cash resources are available to Spectre to enable it to satisfy in full the consideration payable by Spectre under the terms of the Offer.

## 8. Bases and sources of information

The value placed by the Offer on the existing issued and to be issued ordinary share capital of Bonmarché, taking into account statements made by reference to the existing issued and to be issued share capital of Bonmarché (but not taking into account the value of all outstanding options) is based upon 50,018,150 Bonmarché Shares in issue on 24 April 2019 (being the latest practicable date prior to publication of this document).

The Closing Prices of Bonmarché Shares are derived from the Daily Official List of the London Stock Exchange and represent closing middle market prices for Bonmarché Shares on the relevant dates.

The International Securities Identification Number for Bonmarché Shares is GB00BF8H6F45.

## **9. Other information**

- (a) Save as disclosed in this document, no proposal exists in connection with the Offer that any payment be made or given by Spectre to any person as compensation for loss of office or as consideration for, or in connection with, his retirement from office.
- (b) Neither Spectre nor any person acting in concert with Spectre has received any irrevocable commitment or letter of intent in relation to relevant securities of Bonmarché.
- (c) Neither Spectre nor any person acting in concert with Spectre is party to any offer-related arrangements or other agreements, arrangements, commitments permitted under or excluded from Rule 21.2 of the City Code.
- (d) There are no agreements, arrangements, understandings or compensation arrangements between Spectre and any person acting in concert with it and any of the directors, recent directors, shareholders or recent shareholders of Bonmarché, or any person interested or recently interested in Bonmarché shares, having any connection with or dependence upon the Offer.
- (e) There is no agreement, arrangement or understanding whereby the beneficial ownership of any of the Bonmarché Shares to be acquired pursuant to the Offer will be transferred to any person, except that Spectre reserves the right to transfer any such shares to any member of its group.
- (f) Zeus Capital has given and has not withdrawn its written consent to the issue of this document with the inclusion of the references to its name in the form and context in which they appear.

## **10. Fees and expenses**

The estimated aggregate fees and expenses expected to be incurred by Spectre in connection with the Offer are estimated to amount to approximately £455,000 to £520,000 (exclusive of any applicable VAT). This aggregate number consists of the following categories:

- (a) financial and corporate broking advice: approximately £250,000 to £300,000 plus disbursements;
- (b) legal advice: approximately £175,000 to £190,000 plus disbursements; and
- (c) other costs and expenses: approximately £30,000.

## **11. Documents published on website**

Copies of the following documents will be available, free of charge, for inspection on Spectre's website ([www.spectredxb.com](http://www.spectredxb.com)) until the end of the Offer:

- (a) the announcement of the Offer dated 2 April 2019;
- (b) this document and the Form of Acceptance;
- (c) the memorandum and articles of association of Spectre;
- (d) the material contracts referred to in paragraph 6 of this Part III; and
- (e) the letter of consent referred to in paragraph 9(f) of this Part III.

Paragraph 4 of the letter from the board of Spectre incorporates financial information on Bonmarché by reference to Bonmarché's published audited annual report and accounts for the 53 week period ended 1 April 2017 and published audited annual report and accounts for the 52 week period ended 31 March 2018 and Bonmarché's unaudited interim results for the period 1 April 2018 to 29 September 2018. This information is available for inspection on Bonmarché's website ([www.bonmarcheplc.co.uk/investors/reports-and-accounts/](http://www.bonmarcheplc.co.uk/investors/reports-and-accounts/)), from where they can be downloaded and printed, and are incorporated into this document by reference to such website in accordance with Rule 24.15 of the Takeover Code. Please see paragraph 13 of this Part III for details of obtaining copies of documents incorporated by reference.

For the avoidance of doubt, the contents of Bonmarché's website are not incorporated by reference and do not form part of this document.

## **12. Right to receive copies in hard copy form**

Any person entitled to receive a copy of documents, announcements and information relating to the Offer is entitled to receive such documents, free of charge, in hard copy form. Such person may request that all future documents, announcements and information in relation to the Offer are sent to them in hard copy form. A hard copy of such documents will not be sent to such persons unless requested by way of written request to the Receiving Agent at Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH. If requested, copies will be provided within two Business Days of the request.

## **13. Documents incorporated by reference**

A person who has received this document may request a copy of any documents that are incorporated in it by reference. A copy of any such documents or information incorporated by reference will not be sent to such persons unless requested from the Receiving Agent in writing to the Receiving Agent at Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH. If requested, copies will be provided, free of charge, within two Business Days of the request.

## Part IV

### DEFINITIONS

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

“Act”	the Companies Act 2006 (as amended)
“Acquisition”	the acquisition by Spectre on 2 April 2019 of 26,213,390 Bonmarché Shares from BM Holdings S.A.R.L. at a price of 11.445 pence per Bonmarché Share as described in paragraph 1 of Part I of this document
“AIM”	the AIM Market operated by London Stock Exchange
“Australia”	the Commonwealth of Australia, its possessions, states and territories and all areas subject to its jurisdiction and any political subdivision thereof
“Bonmarché” or the “Company”	Bonmarché Holdings plc, a company incorporated in England & Wales with registration number 08638336
“Bonmarché Option holders” or “Option holder”	a holder of options under the Bonmarché Share Option Schemes
“Bonmarché Share Option Schemes”	the Bonmarché Long Term Incentive Plan, the Bonmarché Long Term Incentive (CSOP Options) Plan, the Bonmarché Deferred Bonus Plan and any individual option granted over Bonmarché Shares
“Bonmarché Share(s)”	the existing issued or unconditionally allotted and paid (or credited as fully paid) ordinary shares of 1 pence each in the capital of Bonmarché and any further shares which are unconditionally allotted or issued fully paid (or credited as fully paid) on or prior to the date on which the Offer closes (excluding, for the avoidance of doubt, treasury shares)
“Bonmarché Shareholders”	the holders of Bonmarché Shares
“Business Day”	a day, not being a Saturday or Sunday nor any other day which is a public holiday in England and Wales
“Canada”	Canada, its possessions, provinces and territories and all areas under its jurisdiction or any political subdivisions thereof
“Closing Price”	the closing middle-market quotation of a Bonmarché Share as derived from the Daily Official List of the London Stock Exchange
“certificated” or “in certificated form”	means, in relation to a share or other security, a share or other security title to which is recorded in the relevant register of the share or other security as being held in certificated form (that is, not in CREST)
“Computershare” or “Receiving Agent”	Computershare Investor Services PLC
“Corporate Governance Code”	the Combined Code on Corporate Governance published by the Financial Reporting Council (as amended from time to time)

“CREST”	means the relevant system (as defined in the CREST Regulations) of which Euroclear is the Operator (as defined in the CREST Regulations)
“CREST Manual”	means the manual published by Euroclear for further information on the CREST procedure
“CREST member”	a person who is, in relation to CREST, a system member (as defined in the CREST Regulations)
“CREST participant”	a person who is, in relation to CREST, a system participant (as defined in the CREST Regulations)
“CREST payment”	has the meaning given in the CREST Manual
“CREST Regulations”	the Uncertificated Securities Regulations 2001
“CREST sponsor”	a person who is, in relation to CREST, a sponsoring system participant (as defined in the CREST Regulations)
“CREST sponsored member”	a CREST member admitted to CREST as a sponsored member
“Daily Official List”	the daily official list of the London Stock Exchange
“Dealing Disclosure”	has the meaning given in Rule 8 of the Takeover Code
“disclosure period”	has the meaning set out in paragraph 3(a)(vii) of Part III of this document
“Electronic Acceptance”	means the inputting and settling of a TTE instruction which constitutes or is deemed to constitute an acceptance of the Offer on the terms set out in this document
“Escrow Agent”	the Receiving Agent in its capacity as escrow agent (as defined in the CREST Manual)
“Euroclear”	Euroclear UK & Ireland Limited
“Form of Acceptance”	the form of acceptance and authority for use by Bonmarché Shareholders holding Bonmarché Shares in certificated form in connection with the Offer
“Japan”	Japan, its cities, prefectures, territories and possessions
“Listing Rules”	the rules and regulations made by the UK Listing Authority under Part VI of the Financial Services and Markets Act 2000 (as amended) and contained in the UK Listing Authority’s publication of the same name (as amended from time to time)
“London Stock Exchange”	London Stock Exchange plc or its successor
“member account ID”	the identification code or number attached to any member account in CREST
“Offer”	the mandatory cash offer by Spectre to acquire all the Bonmarché Shares not already owned by the Spectre (or any person acting in concert with it) on the terms set out in this document and (in the case of Bonmarché Shares held in certificated form) the Form of Acceptance and, where the context permits, any subsequent revision or variation of such offer or any extension or renewal thereof

“offer period”	the offer period (as defined in the Takeover Code) relating to Bonmarché which commenced on 2 April 2019 and ending at 1.00 p.m. on 16 May 2019
“Opening Position Disclosure”	an announcement containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to the offer if the person concerned has such a position
“Panel”	the Panel on Takeovers and Mergers
“Participant ID”	the identification code or membership number used in CREST to identify a particular CREST member or other CREST participant
“PBT”	profit before taxation
“person”	a person (including an individual, partnership, unincorporated syndicate, limited liability company, unincorporated organisation, trust, trustee, executor, administrator, or other legal representative)
“Pound Sterling” or “£”	UK pound sterling (and references to “pence” shall be construed accordingly)
“Previous Acceptor”	has the meaning given to it in paragraph 4(a) of Section A of Part II of this document
“Regulatory Information Service”	has the meaning set out in the Listing Rules
“relevant securities”	has the meaning given in paragraph 3(a) or Part III of this document
“Restricted ESA Instruction”	has the meaning given in paragraph 6(h) of Section A of Part II of this document
“Restricted Escrow Transfer”	has the meaning given in paragraph 6(h) of Section A of Part II of this document
“Restricted Jurisdiction”	any jurisdiction where the release, publication or distribution, in whole or in part, in, into or from or where the extension of the Offer would constitute a violation of the relevant laws of the jurisdiction, in particular the United States, Australia, Canada or Japan
“Spectre”	Spectre Holdings Limited, a company incorporated in Dubai with registered number 187570
“subsidiary”	has the meaning given to it in the Act
“Takeover Code”	the City Code on Takeovers and Mergers
“TTE Instruction”	means a transfer to escrow instruction (as described in the CREST Manual) in relation to Bonmarché Shares in uncertificated form meeting the requirements of paragraph 12(b) of the letter from Spectre set out in Part I of this document
“UK Listing Authority”	the UK Financial Conduct Authority acting in its capacity as the authority for listing in the UK
“uncertificated” or “in uncertificated form”	means a share or other security title to which is recorded in the relevant register of the share or security as being in uncertificated form, in CREST, and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST

“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland and its dependent territories
“United States”	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political subdivision thereof
“Zeus Capital	Zeus Capital Limited, financial adviser to Spectre

