

Irrevocable Undertaking – Takeover Offer

To: Marsh & McLennan Companies Acquisition Limited ("the Offeror")
1 Tower Place West
Tower Place
London
EC3R 5BU

and: Goldman Sachs International
Peterborough Court
133 Fleet St
London
EC4A 2BB

10 September 2015

Dear Sirs

Proposed acquisition of Jelf Group plc ("the Offeree") by the Offeror (a Marsh group company) to be effected by means of a takeover offer or scheme of arrangement

- 1 We refer to the press announcement in the form of the draft attached hereto ("**the Press Announcement**") proposed to be released by the Offeror, setting out the terms and conditions upon which the Offeror (or a wholly-owned subsidiary of the Offeror) will make an offer ("**Offer**") to acquire the whole of the issued and to be issued share capital of the Offeree excluding any such share capital already owned by the Offeror or any of its associates (as defined in the City Code on Takeovers and Mergers ("**the Code**") on the date the offer is made.
- 2 All references in this letter to:
 - 2.1 "**Acquisition**" shall mean either an Offer or a Scheme.
 - 2.2 "**Offer**" shall:
 - (a) include any offer or offers that may be made on behalf of the Offeror to acquire:
 - (i) the whole of the share capital of the Offeree in issue at the date on which the Offer is made (including any securities in the Offeree attributable to or derived from such share capital), but excluding any such share capital owned by the Offeror or any of its associates on the date that the Offer is made;
 - (ii) any share capital of the Offeree allotted while the Offer remains open for acceptance or until such earlier date as the Offeror may determine whether pursuant to the exercise of conversion or subscription rights or otherwise;

- (b) Include any new, increased, extended or revised offer or offers on behalf of the Offeror, provided that in any such case the terms of such offer or offers are, in the reasonable opinion of the Offeree's financial advisers, no less favourable than the terms set out in the Press Announcement or the Offer Document; and
 - (c) If the Offeror so elects, include a takeover offer by way of a Scheme
- 2.3 "Offer Document" shall mean the formal offer document containing the terms and conditions of the Offer;
- 2.4 "Offeree Shares" shall mean the ordinary shares in the Offeree shown in column 2 of the Schedule;
- 2.5 "Offer Terms" shall mean the Offeror's proposal to offer to acquire the entire issued and to issued share capital of the Offeree on the basis of 215 pence for each ordinary share in the Offeree ("cash consideration");
- 2.6 "Panel" shall mean the UK Panel on Takeovers and Mergers;
- 2.7 "Scheme" shall mean a court-sanctioned scheme of arrangement under Part 26 of the Companies Act 2006; and
- 2.8 "Scheme Document" shall mean the formal document containing an explanatory statement in respect of the Scheme.
- 3 Terms defined in the Press Announcement shall have the same meaning in this letter unless the context suggests otherwise.
- 4 We irrevocably consent to the issue of the Press Announcement incorporating references to us and to this undertaking subject to any amendments which may be agreed with us. We also consent to the issue of the Offer Document or the Scheme Document (as the case may be), incorporating references to us similar to those references contained in the Press Announcement. We understand that this irrevocable undertaking will be made available for public inspection.
- 5 In consideration of the Offeror agreeing to make the Offer in all material respects on the terms and subject to the conditions referred to in the Press Announcement and subject to paragraphs 8 and 9, we hereby irrevocably undertake, represent and warrant to the Offeror as follows:
 - (a) the legal and beneficial holders of the Offeree Shares are as set out in column 1 of the Schedule ("Registered Holders") and the Offeree Shares are, to the best of our knowledge and belief, free from all liens, charges, equities or encumbrances;
 - (b) set out below are complete and accurate details of all options, warrants and other rights we may have to subscribe for, purchase or otherwise acquire any securities of the Offeree:

- (i) n/a – no options, warrants or other rights;
- (c) other than as set out in this paragraph 5, we do not and nor do any of the persons connected with us (within section 253 of the Companies Act 2006) have any interest (as defined in the Code) in any securities of the Offeree or any rights to subscribe for, purchase or otherwise acquire any such securities, or any short positions (within the meaning set out in the Code) in any such securities;
- (d) all of the Offeree Shares are managed by us under discretionary management agreements and we are able to control the exercise of all the rights attaching to the Offeree Shares and to enter into and perform the obligations under this undertaking;
- (e) we shall not prior to the closing, lapsing or withdrawal of the Offer:
 - (i) sell, transfer, encumber, grant any option or lien over or otherwise dispose of or permit the Registered Holders to sell or otherwise dispose of all or any of the Offeree Shares or any interest in any of the Offeree Shares;
 - (ii) enter into any arrangement, agreement or contract with any third party that would contravene or conflict with the terms of this letter before this undertaking lapses in accordance with its terms;
- (f) save pursuant to this letter, we have not agreed, conditionally or otherwise, to dispose of all or any of the Offeree Shares or any interest therein and have (and, upon the Offer being made, will continue to have) all necessary authority to accept or procure acceptance of the Offer in respect of the Offeree Shares;
- (g) If the Acquisition proceeds by way of an Offer, we shall procure the Registered Holders' acceptance of the Offer in accordance with its terms in respect of all the Offeree Shares by not later than 12.00 p.m. on the tenth day after the despatch of the Offer Document, and shall (i) to the extent that any of the Offeree Shares are in certificated form, forward or procure that there is forwarded with our form of acceptance the share certificates or other documents of title in respect of the Offeree Shares in accordance with the Offer Terms and (ii) to the extent that any of the Offeree Shares are in uncertificated form, procure that the Registered Holders submit an electronic acceptance (or, if any of the Registered Holders is a CREST sponsored member, that they procure that their CREST sponsor submits an electronic acceptance); and
- (h) if the Acquisition proceeds by way of a Scheme, we will or, where applicable, will procure that the Registered Holders shall, in person or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Offeree Shares at the Court meeting convened to approve the Scheme (the "Court

Meeting") and the Offeree general meeting convened to approve the Scheme (the **"Offeree General Meeting"**) (and any adjournments of either such meeting) in favour of the resolutions to approve the Scheme, together with any other resolutions set out in the notices convening those meetings to be included in the Scheme Document. We will procure that the Registered Holders vote against any resolutions or proposal to adjourn the Court Meeting or the Offeree General Meeting.

6 This letter shall be governed by, and construed in accordance with, English law and the English courts shall have exclusive jurisdiction to determine all disputes in relation to it. We agree that if we should fail to procure the acceptance of the Offer in accordance with our obligations under this letter or should otherwise be in breach of any of our obligations under this letter, an order of specific performance will be the only adequate remedy.

7 We understand that the information you have given us in relation to the Offer must be kept confidential until the Press Announcement is released or the information therein has otherwise become publicly available. Until that time, we undertake:

- (a) not to disclose the possibility, terms and conditions of the Offer and the existence of this undertaking; and
- (b) the terms of this undertaking,

provided that we may disclose the same to the Offeree and its professional advisers engaged in connection with the Offer on a similarly confidential basis.

8 We also undertake (until the Press Announcement is released) not to use any such information as the basis for our behaviour in relation to any qualifying investments or relevant products (as defined in the Financial Services and Markets Act 2000, as amended ("FSMA") and the Code of Market Conduct made pursuant to FSMA). We acknowledge that the matters referred to in this letter constitute inside information in relation to the Offeree for the purposes of Part V of the Criminal Justice Act 1993 and consent to being made an "insider" as defined in that Act.

9 In the event that:

- (a) the Press Announcement is not released on or before 10.00 am on 14 September 2015 or such later date as the Offeror and the Offeree may agree; or
- (b) the Offer Document or the Scheme Document (as the case may be) is not despatched within 28 days after the date of the Press Announcement or such longer period as the Offeror and the Offeree with the consent of the Panel, determine; or
- (c) the Offer, or Scheme lapses or is withdrawn (except if the Scheme lapses or is withdrawn if the Offeror elects to switch from a Scheme to an Offer in order to implement the Acquisition);

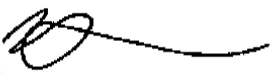
this letter shall automatically lapse and be of no further force or effect and no party hereto shall have any claim against any other save in respect of any antecedent breach of its terms and the preceding provisions hereof shall be construed accordingly.

- 10 For the avoidance of doubt, this undertaking shall not lapse if the Offeror elects to implement the Acquisition by way of an Offer, having previously proceeded with the implementation of the Acquisition by way of a Scheme, provided that the terms of such offer are, in the opinion of Fenchurch, no less favourable to acceptors than the terms set out in the Press Announcement.
- 11 The Irrevocable undertakings contained in this letter shall also cease and be of no further effect upon the announcement (within the meaning of Rule 2.5 of the Code) by a third party (other than a company controlled by the Offeror) of an offer or scheme of arrangement to acquire the entire issued share capital of the Offeree at a price of not less than 10 per cent. higher than the price offered by the Offeree (a "Competing Offer"). For the avoidance of doubt the provisions of this paragraph 11 shall be effective notwithstanding that the Competing Offer may not be for cash consideration or (if for cash consideration) may provide that the Registered Holders may not accept cash consideration in acceptance of such Competing Offer and that in so far as the Competing Offer is made to the Registered Holders they shall be obliged to accept non-cash consideration (or some non-cash consideration) in acceptance of the Offer.
- 12 We confirm that in signing this undertaking we are not a client or customer of Goldman Sachs International for the purposes of the Conduct of Business Sourcebook of the Financial Conduct Authority and that Goldman Sachs is acting for the Offeror in connection with the Acquisition and no one else and is not responsible to anyone other than the Offeror for providing the protections afforded to customers of Goldman Sachs nor for providing advice in relation to the Acquisition. We confirm that we have been given an adequate opportunity to consider whether or not to execute this undertaking and to obtain independent advice.

Yours faithfully

SIGNED by

duly authorised on behalf of:


KEN WOTTON, DIRECTOR

Baronsmead VCT plc
Baronsmead VCT 2 plc
Baronsmead VCT 3 plc
Baronsmead VCT 4 plc

(“Offeree Shares”)

<u>(1)</u>	<u>(2)</u>
<u>Registered Holder</u>	<u>Total number of ordinary shares in Offeree in which interested</u>
Baronsmead VCT plc	551,917
Baronsmead VCT 2 plc	534,191
Baronsmead VCT 3 plc	534,191
Baronsmead VCT 4 plc	594,553