

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. It contains the Resolutions to be voted on at the Extraordinary General Meeting of the Company to be held at the offices of finnCap, 60 New Broad Street, London EC2M 1JJ at 10.00 a.m. on 29 January 2018. If you are in any doubt about what action you should take, you should consult your stockbroker, bank manager, solicitor or other independent financial adviser authorised under the Financial Services and Markets Act 2000 ("FSMA") immediately.

Copies of this Document will be available free of charge until 29 January 2018 at the Company's head office at 10-11 Austin Friars, London EC2N 2HG, during normal business hours.

If you have sold or otherwise transferred all of your existing holding of Ordinary Shares in European Wealth Group Limited (the "**Company**"), please forward this Document, together with the accompanying Form of Proxy, as soon as possible to the purchaser or the transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee, except that such documentation should not be sent into a jurisdiction where doing so may constitute a violation of local securities laws or regulations. If you sell or have sold or otherwise transferred part only of your holding of the Company, please consult the bank, stockbroker or other agent through whom the sale or transfer was affected as to the action you should take.

This Document does not constitute a prospectus for the purpose of the Prospectus Rules of the UK Financial Conduct Authority. Accordingly, this Document has not been, and will not be, reviewed or approved by the UK Financial Conduct Authority (in its capacity as UK Listing Authority or otherwise) pursuant to sections 85 and 87 of FSMA or by the London Stock Exchange. This Document is being sent to the Company's Shareholders in connection with the Extraordinary General Meeting only.

EUROPEAN WEALTH GROUP LIMITED

(Incorporated and registered in Guernsey with registered no.42316)

Approval of Conversion Rights in connection with the Facilities Agreement Approval of a waiver (in favour of Kingswood) of obligations under Rule 9 of the Takeover Code

Proposed Change of Company Name

and

Notice of Extraordinary General Meeting

Your attention is drawn to the letter from the Chairman of the Company which recommends that you vote in favour of the Resolutions to be proposed at the Extraordinary General Meeting.

Notice of an Extraordinary General Meeting of European Wealth Group Limited to be held at the offices of finnCap, 60 New Broad Street, London EC2M 1JJ at 10.00 a.m. on 29 January 2018 is set out at the end of this Document. A Form of Proxy for use in connection with the Extraordinary General meeting is also enclosed with this Document. The Form of Proxy should be completed and returned to the Company's Registrars, Link Asset Services, PXS, 34 Beckenham Road, Beckenham, Kent BR3 4TU in accordance with the instructions printed on it as soon as possible and, in any event, so as to be received no later than 48 hours prior to the Extraordinary General Meeting. Completion and return of a Form of Proxy will not preclude Shareholders from attending and voting in person at the Extraordinary General Meeting should they so wish.

finnCap Ltd ("**finnCap**"), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting as financial adviser, nominated adviser and broker to the Company. The responsibilities of finnCap as the Company's nominated adviser under the AIM Rules for Nominated Advisers are owed solely to the London Stock Exchange plc and are not owed to the Company or to any Director, shareholder or any other person. finnCap is not making any representation or warranty, express or implied, as to the contents of this Document. finnCap will not be offering advice and will not be responsible for providing customer protections to recipients of this Document.

No person has been authorised to give any information or make any representation other than those contained in this Document and, if given or made, such information or representations must not be relied upon as having been so authorised. The delivery of this Document shall not, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date of this Document or that the information in it is correct as of any subsequent time.

The distribution of this Document in jurisdictions other than the United Kingdom may be restricted by law and therefore persons into whose possession this Document and/or the accompanying Form of Proxy comes should inform themselves about and observe such restrictions. Any failure to comply with such restrictions may constitute a violation of the securities laws of any such jurisdiction.

Rule 9 of the Code

In accordance with Rule 9 of the Code, this Document together with a Form of Proxy must be and is being sent to all Shareholders, both in the UK and overseas. All Shareholders are requested to read this Document, in particular paragraph 8 of Part 1 of this Document which relates to the Rule 9 Waiver and the Code, and to complete, sign and return a Form of Proxy, by post or by hand (during normal business hours) to the Company's registrars Link Asset Services, PXS, 34 Beckenham Road, Beckenham, Kent BR3 4TU as soon as possible but in any event so as to be received no later than 10.00 a.m. on 25 January 2018.

Cautionary note regarding forward-looking statements

This Document contains statements about the Company that may be deemed to be "forward-looking statements".

All statements, other than statements of historical facts, included in this Document may be forward-looking statements. Without limitation, any statements preceded or followed by, or that include, the words "targets", "plans", "believes", "expects", "aims", "intends", "will", "may", "should", "anticipates", "estimates", "projects", or words or terms of similar substance or the negative thereof, are forward-looking statements. Forward-looking statements may include, without limitation, statements relating to future capital expenditures, expenses, revenues, earnings, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects, etc.

These forward-looking statements are not guarantees of future performance. These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual result, performance or achievements of any such person, or industry, to be materially different from any results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of such persons and the environment in which each will operate in the future. Investors should not place undue reliance on such forward-looking statements and, save as is required by law or regulation (including to meet the requirements of the AIM Rules, the Code and/or FSMA), the Company does not undertake any obligation to update publicly or revise any forward-looking statements (including to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based). All subsequent oral or written forward-looking statements attributed to the Company or any persons acting on its behalf are expressly qualified in their entirety by the cautionary statement above. All forward-looking statements contained in this Document are based on information available to the Directors at the date of this Document, unless some other time is specified in relation to them, and the posting or receipt of this Document shall not give rise to any implication that there has been no change in the facts set forth herein since such date.

CONTENTS

	<i>Page</i>
DIRECTORS, COMPANY SECRETARY AND ADVISERS	4
EXPECTED TIMETABLE OF PRINCIPAL EVENTS	5
KEY STATISTICS	6
DEFINITIONS	7
PART 1 LETTER FROM THE CHAIRMAN	12
PART 2 TERMS AND CONDITIONS OF THE FACILITIES AGREEMENT	20
PART 3 INFORMATION ON KINGSWOOD	24
PART 4 ADDITIONAL INFORMATION	27
PART 5 FINANCIAL INFORMATION AND DOCUMENTS INCORPORATED BY REFERENCE	36
NOTICE OF EXTRAORDINARY GENERAL MEETING	37

DIRECTORS, COMPANY SECRETARY AND ADVISERS

Directors	Kenneth ("Buzz") West, <i>Non-Executive Chairman</i> Marianne Ismail, <i>Chief Executive Officer</i> Jonathan Massing, <i>Non-Executive Director</i> Gary Wilder, <i>Non-Executive Director</i>
Registered Office	Regency Court, Glatigny Esplanade, St Peter Port, Guernsey GY1 1WW
Financial Adviser, Nominated Adviser and Broker to the Company	finnCap Ltd 60 New Broad Street London EC2M 1JJ
Legal Advisers to the Company	Pinsent Masons LLP 30 Crown Place Earl Street London EC2A 4ES Carey Olsen PO Box 98 Carey House Les Banques St Peter Port Guernsey GY1 4BZ
Registrars	Link Asset Services The Registry 34 Beckenham Road Beckenham Kent BR3 4TU

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Announcement of the KPI Acquisition and the Newbridge Acquisition and of the Facilities	7.00 a.m. on 7 November 2017
Dispatch of the Qualifying Shareholder Participation Letters	15 November 2017
Latest time for receipt of Reply Forms from Qualifying Shareholders	6 December 2017
Dispatch of this Document and the Form of Proxy	15 January 2018
Latest time for receipt of Forms of Proxy	10.00 a.m. on 25 January 2018*
Extraordinary General Meeting	29 January 2018*
Announcement of the results of the Extraordinary General Meeting	29 January 2018*

* Each of these times and dates above is subject to change. Any such change will be notified by an announcement on a Regulatory Information Service.

KEY STATISTICS

Number of Existing Ordinary Shares in issue on the Participation Record Date	100,317,338
Maximum amount available for drawdown under the Facilities Agreement*	£12,000,000 and US\$7,000,000**
Maximum number of Conversion Shares that may be issued by the Company pursuant to the Conversion Rights	104,152,637***
Maximum number of Conversion Shares that may be issued by the Company pursuant to the Conversion Rights as a percentage of the Enlarged Share Capital	50.9 per cent.***
Potential maximum Enlarged Share Capital	204,469,975***
ISIN of the Ordinary Shares	GG00BKY4K072
SEDOL of the Ordinary Shares	BKY4K07

* Includes the amount of £10.0 million already advanced by Kingswood to the Company pursuant to the Facilities Agreement.

** Using an exchange rate of £1.00: US\$1.35 the US\$7,000,000 represents approximately £5,185,185, resulting in a total amount under the Facilities Agreement of £17,185,185. This figure has been used for calculating the maximum number of Conversion Shares that may be issued.

*** Assumes that the Facilities have been utilised, the maximum amount of the Facilities is converted in full at a Conversion Price of 16.5 pence and that no other issue of Ordinary Shares takes place following the date of this Document.

DEFINITIONS

The following definitions apply throughout this Document and in the accompanying Form of Proxy unless the context requires otherwise:

"AIM"	the market of that name operated by the London Stock Exchange;
"AIM Rules"	together, the AIM Rules for Companies and the AIM Rules for Nominated Advisers;
"Board" or "Directors"	the directors of the Company whose names are set out on page 4 of this Document;
"Business Day"	any day on which banks are usually open in England and Wales and Guernsey for the transaction of business, other than a Saturday, Sunday or public holiday;
"Circular" or "Document"	this document, posted to Shareholders on 15 January 2018;
"Code"	the City Code on Takeovers and Mergers issued by the Panel on Takeovers and Mergers;
"Company" or "European Wealth"	European Wealth Group Limited, a company incorporated and registered in Guernsey with company number 42316;
"Conversion Date"	the date on which Conversion Shares are to be allotted pursuant to the exercise of Conversion Rights;
"Conversion Price"	the lower of 16.5 pence (being the mid-market close price on the last Business Day before the initial announcement of the Newbridge Acquisition on 10 October 2017) and the average mid-market closing price of an ordinary share in the capital of the Company for the 20 Business Days prior to the applicable notice of conversion being given;
"Conversion Rights"	the conversion rights arising under the Facilities Agreement, as summarised at paragraph 1 of Part 2 of this Document;
"Conversion Shares"	the new Ordinary Shares to be issued pursuant to the Conversion Rights;
"CREST"	the computerised settlement system (as defined in the CREST Regulations) operated by Euroclear UK & Ireland Limited;
"CREST Manual"	the compendium of documents entitled CREST Manual issued by Euroclear from time to time and comprising the CREST Reference Manual, the CREST Central Counterparty Service Manual, the CREST International Manual and the CREST Glossary of Terms;
"CREST Member"	a person who has been admitted to Euroclear as a member (as defined in the CREST Order);

"CREST Participant"	a person who is, in relation to CREST, a system-participant (as defined in the CREST Regulations);
"CREST Regulations"	the Uncertificated Securities Regulations 2001 (SI 2001/3755) (as amended from time to time);
"CREST Sponsor"	a CREST participant admitted to CREST as a CREST Sponsor;
"CREST Sponsored Member"	a CREST Member admitted to CREST as a sponsored member;
"Directors"	the directors of the Company, as listed on page 12 of this Document;
"EGM" or "Extraordinary General Meeting"	the extraordinary general meeting of the Company to be held at the offices of finnCap, 60 New Broad Street, London EC2M 1JJ at 10.00 a.m. on 29 January 2018, notice of which is set out at the back of this Document;
"Enlarged Share Capital"	the Company's issued share capital immediately following the exercise in full of all of the Conversion Rights (and assuming no other changes to the share capital of the Company);
"Euroclear"	Euroclear UK & Ireland Limited;
"Existing Ordinary Shares"	the 100,317,338 Ordinary Shares in issue as at the date of this Document;
"Facilities" or "Facility"	together, the Term Loan Facility, Facility A and Facility B;
"Facilities Agreement"	the Original Facilities Agreement and thereafter (upon the entry into of the Syndicated Facilities Agreement on 11 December 2017 and the simultaneous expiry of the Original Facilities Agreement) the Syndicated Facilities Agreement;
"Facility A"	the convertible working capital term facility of US\$2.0 million pursuant to the Facilities Agreement;
"Facility B"	the convertible working capital term facility of £2.0 million pursuant to the Facilities Agreement;
"FCA"	the Financial Conduct Authority;
"finnCap"	finnCap Ltd, the Nominated Adviser to the Company;
"FINRA"	the United States Financial Industry Regulatory Authority, a registered trademark of the Financial Industry Regulatory Authority, Inc.;
"FINRA Approval"	approval by FINRA of the Newbridge Securities Corporation Continuing Membership Application seeking the approval of the proposed change of ownership in connection with the KPI Acquisition and the Newbridge Acquisition;
"FINRA Approval Date"	the date on which FINRA Approval is granted;

"Form of Proxy"	the form of proxy accompanying this document for use by Shareholders in connection with the EGM;
"FSMA"	Financial Services and Markets Act 2000, as amended;
"Group" or "European Wealth Group"	the Company and its subsidiaries;
"Independent Directors"	Buzz West and Marianne Ismail;
"Independent Shareholders"	the Shareholders (other than Kingswood and the Qualifying Shareholder Participants, who in aggregate hold 55,877,423 Ordinary Shares, representing 55.7 per cent. of the Company's issued share capital);
"Kingswood"	KPI (Nominees) Limited, a company incorporated in England and Wales with registered number 5723493;
"Kingswood Conversion Rights"	the Conversion Rights over 104,152,637 Ordinary Shares (assuming a Conversion Price of 16.5 pence) held from time to time by Kingswood pursuant to the Facilities Agreement;
"Kingswood Directors"	the directors of Kingswood whose names are set out on page 24 of this Document;
"KPFLP"	Kingswood Property Finance Limited Partnership;
"KPI Acquisition"	the acquisition by the Company of KPI US Holdco, Inc. from KPI (Nominees) Limited pursuant to the KPI Acquisition Agreement;
"KPI Acquisition Agreement"	the stock purchase agreement between the Company and KPI Ardmore Limited dated 7 November 2017;
"Link Asset Services"	a trading name of Link Market Services Limited;
"London Stock Exchange"	London Stock Exchange plc;
"Newbridge Acquisition"	the acquisition by KPI Newbridge Holdings, Inc. of the business of Newbridge Securities Corporation and Newbridge Financial Services Group, Inc., pursuant to the terms of the Newbridge Acquisition Agreement;
"Newbridge Acquisition Agreement"	the stock purchase agreement between Newbridge Securities Corporation and Newbridge Financial Services Group, Inc., Newbridge Financial, Inc., KPI Newbridge Holdings, Inc. and Kingswood dated 14 June 2017 (as amended, including on 7 November 2017 to add the Company as a parent company guarantor (in place of Kingswood) with effect from completion of the Newbridge Acquisition);
"Newbridge Announcement"	the announcement made by the Company in respect of the Newbridge Acquisition via the Regulated Information Service at 7.00 a.m. on 7 November 2017;
"Notice of EGM"	the notice of the Extraordinary General Meeting which forms part of this Document;

"Ordinary Shares"	the ordinary shares of 5 pence each in the capital of the Company;
"Original Facilities Agreement"	the facilities agreement between the Company, certain of its subsidiaries and KPI (Nominees) Limited dated 7 November 2017, which has been replaced by the Syndicated Facilities Agreement;
"Panel"	the Panel on Takeovers and Mergers;
"Participation Record Date"	the close of business on 6 November 2017, being the last trading day prior to the issue of the Newbridge Announcement;
"Prospectus Rules"	the prospectus rules of the Financial Conduct Authority made under Part VI of the Financial Services and Markets Act 2000;
"Qualifying Shareholders"	those holders of more than 411,000 Ordinary Shares at the Participation Record Date;
"Qualifying Shareholder Participants"	those Qualifying Shareholders who have returned a Reply Form and who have committed to become a lender pursuant to the terms of the Syndicated Facilities Agreement (and "Qualifying Shareholder Participant" shall be construed accordingly);
"Qualifying Shareholder Participation"	the participation in the Syndicated Facilities Agreement by Qualifying Shareholders, on the terms set out in that agreement;
"Qualifying Shareholder Participation Close Date"	the close of business on 6 December 2017;
"Qualifying Shareholder Participation Letter"	the letter dated 15 November 2017 which the Company sent to Qualifying Shareholders (and, for information purposes, to all other Shareholders) in connection with the Qualifying Shareholder Participation;
"Registrars"	Link Asset Services;
"Regulatory Information Service"	has the meaning given under the AIM Rules;
"Relationship Agreement"	the relationship agreement summarised in paragraph 8.7 of Part 4;
"Reply Form"	the reply form for use by Qualifying Shareholders in connection with the Qualifying Shareholder Participation;
"Resolutions"	the resolutions to be proposed at the EGM, as set out in the Notice of EGM;
"Rule 9"	Rule 9 of the Code;
"Rule 9 Offer"	a general offer to acquire the entire issued share capital of the Company as required by Rule 9 of the Code;

"Rule 9 Waiver"	the waiver granted by the Panel of the obligation which might otherwise arise under Rule 9 requiring Kingswood to make an offer for the issued share capital of European Wealth in connection with the exercise of (some or all of) the Kingswood Conversion Rights;
"Rule 9 Waiver Resolution"	an ordinary resolution by the Independent Shareholders to waive the requirement for Kingswood to make a Rule 9 Offer that would otherwise arise (or potentially arise) upon the exercise by Kingswood of (some or all of) the Kingswood Conversion Rights as set out in Notice of EGM;
"Shareholders"	holders of Existing Ordinary Shares in the Company;
"Subscription and Underwriting Agreement"	the subscription and underwriting agreement between the Company, Kingswood and Astoria, dated 22 June 2017;
"Syndicated Facilities Agreement"	the syndicated facilities agreement entered into between the Company, Moor Park Capital Partners LLP, certain subsidiaries of the Company and Kingswood, to which Qualifying Shareholder Participants will subsequently become party;
"Term Loan Facility"	a convertible term loan facility comprising a £10.0 million facility and a US\$5.0 million facility provided (or, as the case may be, to be provided) pursuant to the terms of the Facilities Agreement;
"UK" or "the United Kingdom"	the United Kingdom of Great Britain and Northern Ireland;
"Uncertificated" or "Uncertificated form"	recorded on the relevant register or other record of the Ordinary Shares or other security concerned as being held in uncertificated form in CREST, and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;
"United States" "United States of America" or "US"	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia and all areas subject to its jurisdiction;
"£" or "pence"	UK pounds sterling, the lawful currency of the United Kingdom; and
"US\$"	US dollars, the lawful currency of the United States if America.

PART 1

LETTER FROM THE CHAIRMAN

European Wealth

(Incorporated and registered in Guernsey with registered no. 42316)

Directors:

Kenneth "Buzz" West
Marianne Ismail
Jonathan Massing
Gary Wilder

Office:

Non-Executive Chairman
Chief Executive Officer
Non-Executive Director
Non-Executive Director

Registered office:

Regency Court,
Glatigny Esplanade,
St Peter Port,
Guernsey GY1 1WW

15 January 2018

To all Shareholders and, for information only, to the holders of options

Dear Shareholder,

**Approval of Conversion Rights in connection with the Facilities Agreement
Approval of a waiver (in favour of Kingswood) of obligations
under Rule 9 of the Takeover Code**

Proposed Change of Company Name

and

Notice of Extraordinary General Meeting

1. Introduction and overview

The Company is pleased to confirm that, as set out in the Newbridge Announcement, the Company recently entered into a stock purchase agreement to acquire the entire issued share capital of KPI US Holdco, Inc. from Kingswood. Prior to the signing of the KPI Acquisition Agreement, KPI Newbridge Holdings, Inc., a wholly owned subsidiary of KPI US Holdco, Inc., entered into a separate stock purchase agreement in connection with the Newbridge Acquisition. Completion of the KPI Acquisition and the Newbridge Acquisition (which will be simultaneous, so as to result in the Company acquiring Newbridge) is conditional, *inter alia*, on FINRA Approval. Newbridge has now submitted all applicable documentation to commence the FINRA Approval process.

Concurrently with the KPI Acquisition Agreement (and in order to fund the Newbridge Acquisition and the development of the Group), the Company also entered into the Original Facilities Agreement (which, as planned, has now been replaced by the Syndicated Facilities Agreement). Loans advanced pursuant to the Facilities are, subject to satisfaction of certain conditions, capable of conversion into Conversion Shares. The Syndicated Facilities Agreement provides for a syndication of Kingswood's funding obligations under the Facilities Agreement to Qualifying Shareholders and to third parties selected by Kingswood. The maximum participation available to Qualifying Shareholders was £5,880,000 and US\$3,430,000.

The ability to satisfy conversion of the loans drawn or proposed to be drawn down by the Company pursuant to the Facilities Agreement requires Shareholder approval, in the terms of Resolutions 1 and 2 set out in the notice convening the Extraordinary General Meeting.

As announced on 10 October 2017, the Directors also believe that it is an appropriate time to rebrand the Group, including by changing the name of the Company. The Board is therefore seeking Shareholder approval to change its name to Kingswood Holdings Limited with effect from, and

conditional upon, completion of the KPI Acquisition. Existing share certificates will remain valid following the change of name, and the Company does not intend to issue replacement certificates in the name of "Kingswood Holdings Limited".

The notice convening the Extraordinary General Meeting (at which the Resolutions will be proposed by the Directors) is set out at the end of this Document. The Extraordinary General Meeting has been convened for 10.00 a.m. on 29 January 2018 and will take place at the offices of finnCap, 60 New Broad Street, London EC2M 1JJ.

2. Background on the Group

European Wealth is a growing and established wealth management business whose principal services are financial planning and investment management in both equity and fixed interest instruments. It was founded in 2009, commenced trading in 2010. The Newbridge Acquisition will represent the Group's most recent (and largest) acquisition.

Investment Management business

The investment management arm of the Group ("European Investment Management") provides institutional style investment management for private clients, trusts, pension funds and charities. It also manages money on behalf of third party independent financial advisers. The investment management division is made up of three core disciplines, discretionary portfolio management, treasury and cash management and a specialist execution-only dealing desk. As at 30 June 2017, the division had over £1.7 billion of funds under management split between approximately £522 million of, mainly discretionary, equity investments and approximately £639 million of fixed interest investments.

The discretionary portfolio management discipline has always been the backbone of the division (75 per cent. of divisional revenues in 2016) providing discretionary and advisory multi-asset investment services to a broad range of clients. As the market becomes ever more competitive, it is important that European Wealth continues to offer clients a highly personal service and investment performance that meets their objectives.

As all administration is provided in-house, the Group's fixed cost base is understandably high, accounting for approximately 80 per cent. of the total operating costs in the 12 months to 31 December 2016. However, it does confer the advantage that any increase in revenue has a disproportionately positive impact on the profitability of the Group. Whilst the turnover in European Investment Management grew by 33 per cent. in the 12 months to 31 December 2016, increasing to £6.1 million (2015:£4.5 million) primarily driven by increases in the revenue generated from discretionary management revenue and the continued strong growth in our treasury and cash management services, segmental EBITDA (before central costs) increased from £373,000 in 2015 to £1.47 million for 2016.

Financial Planning business

As at 31 December 2016 the financial planning business ("European Financial Planning") acted for over 9,800 clients and 47 corporate pension schemes ranging in size from 10 to 5,000 members, with aggregate funds under advice of approximately £589 million as at 30 June 2017. The financial planning division provides advice to clients covering three core services – financial planning, corporate pension advisory and tax planning. There are good opportunities for cross-referrals both within the financial planning business and the wider Group. The shape of the revenue has continued to improve with the recurring revenue now accounting for 79 per cent. of total revenue in the 12 months to 31 December 2016 (2015 – 72 per cent.).

General financial planning (76 per cent. of divisional revenues in the 12 months to 31 December 2016) will always be a cornerstone of this business but increasingly the Group sees growing demand for more specialist financial planning such as advising clients where to place their assets to take best

advantage of current taxation legislation and, more importantly, to plan for retirement and structure their personal and family assets in the most appropriate way.

European Financial Planning recorded a 10 per cent. increase in turnover in the 12 months to 31 December 2016 to £3.3m (2015: £3.0m); primarily driven by increases in income from general financial planning services and specialist tax planning. Segmental EBITDA (before central costs) increased to around £625,000 (2015: £491,000).

3. Background on Newbridge Acquisition

Newbridge is a US based national broker dealer platform and SEC-registered investment adviser headquartered in Florida. Newbridge has a network of over 220 professional advisors and associated broker-dealers, over 12,000 clients and over US\$1.7 billion Assets Under Management ("**AUM**"). The business has a strong national footprint, with representatives in 46 offices across the US, including a strong presence in the key financial center of New York.

Consolidated full year revenue of Newbridge in the year ended 31 December 2016 was US\$28.0 million and profit before tax was US\$(0.5) million. As at 31 December 2016, Newbridge had net cash of US\$0.7 million and total gross assets of US\$2.5 million. Newbridge has actively grown adviser personnel over the last 12 months and the resultant revenue growth, coupled with synergies that will be derived under the Group's ownership model, should deliver significant benefits to European Wealth following completion.

Following the Newbridge Acquisition the Company will have approximately 20,000 clients and in excess of US\$3.5 billion AUM. The Directors believe that following completion of the Newbridge Acquisition the enlarged platform will benefit from significant operational synergies, leveraging its global distribution power to retail and institutional investors while providing regulatory efficiencies across the Group. The Directors also believe that the Group will benefit from economies of scale through integrated product development and technical support.

4. Current trading, Prospects and Strategy

Over the course of 2017, European Investment Management has increased its AUM to more than £1.7 billion (as at the end of June 2017) and the fixed interest team has won over £175.0 million in new mandates. Assets have continued to transfer to European Investment Management from the Towry book of business in South Africa acquired in October 2016, with the full revenue impact of the transfer expected to be reflected in the Group's 2018 results.

European Financial Planning continues, in the Board's view, to service a strong recurring book of business in respect of which new business picked up in the latter of half of the financial year, in contrast to the shortfall from the first half of the year.

Trading volumes of the Group increased during in the Spring and subsequently decreased in the Summer. During the Autumn, trading has increased once again.

On 10 October this year, the Company announced that heads of terms had been signed for the KPI Acquisition (which is conditional upon FINRA Approval). Further details of the terms of the KPI Acquisition can be found at paragraph 8.3 of Part 4 of this Document. The Board anticipates that the KPI Acquisition will add AUM and revenue to the Group.

The Board is confident that with a recapitalised balance sheet and completion of the KPI Acquisition, the Group is well positioned to not only continue the growth seen over the last few years, but to explore new opportunities that will help increase the share price and achieve the capital appreciation for shareholders that underpins the long term strategy of the Group. The Company's corporate strategy is to become a leading diversified, vertically integrated financial services platform on a global scale. The future European Wealth will encompass Financial Planning, Investment Management, Broker Dealing, and Investment Banking. The Group intends to bring quality institutional product lines to retail, HNW and UHNW investors.

To deliver alternative programmes globally, European Wealth will create an Alternative Product division, offering investment opportunities in real estate, infrastructure, credit, private equity, hedge funds, structured products and liquid alternatives.

This strategy includes further accretive acquisitions and strengthening the Group's position in major international markets, product offering and assets under management.

5. Details of the Facilities

As summarised in the Newbridge Announcement, the Company entered into the Original Facilities Agreement with Kingswood on 7 November 2017 in order to fund the Newbridge Acquisition and the development of the EWG Group. On 12 December 2017, the Company announced that it had entered into the Syndicated Facilities Agreement with Kingswood, in substitution for the Original Facilities Agreement. The Facilities comprise (i) the Term Loan Facility (a convertible term loan facility comprising a £10.0 million facility and a US\$5.0 million facility); (ii) Facility A (a convertible working capital term facility in the sum of US\$2.0 million) and (iii) Facility B (a convertible working capital term facility in the sum of £2.0 million).

Amounts advanced to the Company under the Facilities are convertible into Conversion Shares at the Conversion Price, subject to Resolution 1 being passed. The Company has to date drawn down £10.0 million of the Term Loan Facility in order to enable the application for FINRA Approval to be made. Further drawings of the Term Loan Facility and drawings of Facility A are not permitted until FINRA Approval is obtained.

The total amount of Facilities available to Qualifying Shareholders was £5,880,000 and US\$3,430,000 (being 49 per cent. of the aggregate value of the Facilities). Kingswood may offer for syndication (to third parties selected by it) any of that 49 per cent. not taken up by Qualifying Shareholders, and/or any of its other funding obligations under the Facilities Agreement. Further details of the Facilities (including the conversion rights arising under them) are set out in Part 2 of this Document.

6. Details of the Qualifying Shareholder Participation

Further to the Newbridge Announcement, participation in the Facilities has been offered by Kingswood to the Company's larger shareholders (being the Qualifying Shareholders) on a proportionate participation basis, subject to a minimum proportionate participation level per shareholder of £50,000. Qualifying Shareholder Participants were entitled to lend up to £5.88 million and US\$3.43 million in aggregate to the Company, with conversion rights as described in the Facilities Agreement. The closing date for Qualifying Shareholders to apply to participate was 6 December 2017. In addition all Shareholders were invited to contact Kingswood directly to express an interest in investing a minimum of £50,000 in the Facilities. Further details of the Qualifying Shareholder Participation (including the conversion rights arising in connection with it) are set out in Part 2 of this Document.

7. Kingswood

The owner of Kingswood, Kingswood Property Finance Limited Partnership ("**KPFLP**") is a private investment partnership wholly owned and controlled by Gary Wilder and Jonathan Massing. Formed in 2004, Kingswood has undertaken a range of long-term investments and financial transactions including: participating in real estate investments; private equity investments incorporating equity and loan capital to the SME sector; subscribing for equity warrants and options; dealing in financial assets; trading in listed equities, fixed income and currencies. Kingswood is managed by its General Partner, Kingswood Investment Partners Limited, which is authorised and regulated by the Financial Conduct Authority.

Following its participation in the successful financing of the Company in the summer of 2017, Kingswood currently holds 39,772,165 Ordinary Shares (representing 39.65 per cent. of the Company's issued share capital as at 12 January 2018, being the latest practicable date prior to the

publication of this Document). Kingswood has also exercised its right (under the Subscription and Underwriting Agreement) to nominate two directors to the Board, being Jonathan Massing and Gary Wilder, who were appointed to the Board on 23 October 2017.

8. Waiver of the obligation to make a general offer under Rule 9 of the Code

The Kingswood Conversion Rights gives rise to certain considerations under the Code. Brief details of the Code and the protection this affords Shareholders are described below.

The Code is issued and administered by the Panel. The Code and the Panel operate to ensure fair and equal treatment of shareholders in relation to takeovers, and also provide an orderly framework within which takeovers are conducted. The Code applies to all takeovers and merger transactions, where the company is, among others, a listed or unlisted public company with its registered office in the United Kingdom, the Channel Islands or the Isle of Man or falls within certain categories of private limited companies. European Wealth is such a company and accordingly its Shareholders are entitled to the protection afforded by the Code.

Under Rule 9 of the Code, where any person acquires, whether by a series of transactions over a period of time or by one specific transaction, an interest (as defined in the Code) in shares which (taken together with shares in which he is already interested and in which persons acting in concert with him are interested) carry 30 per cent, or more of the voting rights of a company that is subject to the Code, that person is normally required by the Panel to make a general offer to all remaining shareholders of that company to acquire their shares.

Similarly, where any person, together with persons acting in concert with him, is interested in shares which in aggregate carry not less than 30 per cent, of the voting rights of a company, but does not hold shares carrying more than 50 per cent, of the voting rights of that company and such person or any such person acting in concert with him acquires an interest in any other shares which increases the percentage of shares carrying voting rights in which he is interested, such person or persons acting in concert with him will normally be required to make a general offer to all remaining shareholders to acquire their shares.

An offer under Rule 9 must be made in cash and at the highest price paid by the person required to make the offer, or any person acting in concert with him, for any interest in shares of the company during 12 months prior to the announcement of the offer.

Following the successful refinancing of the Company in the summer of 2017, Kingswood already owns shares which carry more than 30 per cent. (but less than 50 per cent.) of the voting rights of the Company (and Kingswood received the benefit of a Rule 9 waiver as announced on 23 June 2017). **In the event that the Kingswood Conversion Rights were exercised in full at a Conversion Price of 16.5 pence (and ignoring any syndication of the Facilities Agreement) Kingswood would own an aggregate of 143,924,802 Ordinary Shares, representing approximately 70.4 per cent. of the issued share capital of the Company. Under the terms of the Facilities, and subject to the passing of Resolution 1, the Conversion Price will be set at the lower of 16.5 pence and the average mid-market closing price of an Ordinary Shares for the 20 Business Days prior to the applicable notice of conversion being given. As such, the maximum number of Ordinary Shares that Kingswood could hold in aggregate, following the conversion of the Kingswood Conversion Rights could be materially greater than 143,924,802 Ordinary Shares and could potentially, if the aforementioned average mid-market closing price fell to 5 pence (being the nominal value of the Existing Ordinary Shares and therefore the lowest conversion price currently permitted pursuant to the Facilities Agreement), represent approximately 86.4 per cent. of the issued share capital of the Company.** The exercise of Kingswood Conversion Rights pursuant to the Facilities will therefore, absent the Rule 9 Waiver, give rise to an obligation on Kingswood to make a general offer for the entire issued share capital of the Company. The Conversion Rights are capable of exercise at any stage following the approval of Resolution 1 at the Extraordinary General Meeting.

Waiver of Rule 9 obligation

Under Note 1 on the Notes on the Dispensations from Rule 9, the Panel will normally waive the requirement for a general offer to be made in accordance with Rule 9 (a “**Rule 9 Offer**”) if, *inter alia*, those shareholders of the company who are independent of the person who would otherwise be required to make an offer (being Kingswood, and any person acting in concert with it and who do not have any interest in the Conversion Rights which may compromise their independence) pass an ordinary resolution on a poll at a general meeting (“**a Rule 9 Waiver Resolution**”) approving such a waiver.

In this instance, the Panel has agreed to waive the obligation to make a general offer that would otherwise arise as a result of Kingswood exercising (some or all of) the Kingswood Conversion Rights subject to the approval of the Independent Shareholders on a poll at the Extraordinary General Meeting, which will be sought pursuant to Resolution 2. To be passed, this Resolution will require the approval of a simple majority of votes cast on that poll. Only Independent Shareholders will be entitled to vote on this Resolution. For purposes of the Rule 9 Waiver Resolution, Independent Shareholders hold 55,877,423 Ordinary Shares, representing 55.7 per cent. of the Company’s issued share capital and the non-Independent Shareholders hold 44,439,915 Ordinary Shares, representing 44.3 per cent. of the Company’s issued share capital.

The Code requires the Independent Directors to obtain competent independent advice regarding the merits of the transaction which is the subject of the Rule 9 Waiver Resolution, the controlling position which it will create and the effect it will have on the Shareholders generally. Accordingly, finnCap has been appointed as the Company’s independent financial adviser for the purposes of the Rule 9 Waiver.

Shareholders should note that, should the Rule 9 Waiver Resolution be passed, and were Kingswood to exercise sufficient Kingswood Conversion Rights such that its holding in the Company would exceed 50.0 per cent. of the then issued voting rights, Kingswood would, for so long as it continues to hold more than 50.0 per cent. of such voting rights, be able to acquire further Ordinary Shares (and accordingly increase its aggregate interest in the Company’s voting rights) without incurring an obligation to make a general offer for the Company under Rule 9 of the Code. In the event that the Rule 9 Waiver Resolution is passed, Kingswood will not be restricted from making an offer for the Company if it chooses to.

For the avoidance of doubt, the Rule 9 Waiver applies only in respect of increases in shareholdings of Kingswood resulting from the exercise of the Kingswood Conversion Rights pursuant to the Facilities Agreement and not in respect of any other increases in its shareholding.

9. Effect of the Conversion Rights on Shareholders

Assuming no further issues of Ordinary Shares in the capital of the Company, if the Conversion Rights were to be exercised in full at a Conversion Price of 16.5 pence, the Company would have an Enlarged Share Capital of 204,469,975 and any Shareholder (unless they exercise their own Conversion Rights) would suffer an immediate dilution of 50.9 per cent. to their interests. Notwithstanding this, the number of Conversion Shares to be issued may be affected by both (i) the average mid-market closing price of an Ordinary Share for the 20 Business Days prior to the applicable notice of conversion (which might impact the Conversion Price) and (ii) the UK pound sterling:US dollar exchange rate (which might impact the sterling value of the US dollar denominated facility of the Term Loan Facility) and, as such, Resolution 1 provides flexibility around the number of Conversion Shares to be issued accordingly.

Subject to the passing by Shareholders of Resolution 1 at the Extraordinary General Meeting, amounts drawn under the Facilities Agreement shall be capable of being converted into Conversion Shares at the Conversion Price at any time up to the third anniversary of the FINRA Approval Date. For the avoidance of doubt, all Shareholders are entitled to vote on Resolution 1 and, it is an ordinary resolution, it will only require the approval of a majority of their voting in order to be passed.

10. Related Party Transaction

Kingswood is a related party in relation to the Company for the purposes of Rule 13 of the AIM Rules. The Independent Directors therefore confirmed in the announcement made by the Company on 7 November 2017 that, having consulted with the Company's nominated advisor finnCap, the terms of the KPI Acquisition Agreement and of the Facilities Agreement, are fair and reasonable insofar as Shareholders are concerned.

11. Extraordinary General Meeting

A notice convening the EGM to be held at the offices of finnCap, 60 New Broad Street, London EC2M 1JJ at 10.00 a.m. on 29 January 2018 is set out at the end of this Document, at which the following resolutions will be proposed:

- Resolution 1, which is an ordinary resolution to authorise the Directors to issue the Conversion Shares pursuant to the Conversion Rights, and to be able to do so on a non pre-emptive basis;
- Resolution 2, which is an ordinary resolution to waive the requirement for a Rule 9 Offer to be made upon any exercise of the Kingswood Conversion Rights; and
- Resolution 3, which is a special resolution to change the name of the Company to "Kingswood Holdings Limited".

12. Action to be taken in respect of the Extraordinary General Meeting

Please check that you have received with this Document:

- a Form of Proxy for use in respect of the Extraordinary General Meeting; and
- if you are a Shareholder based in the United Kingdom, a reply-paid envelope for use in conjunction with the return of the Form of Proxy.

Whether or not you propose to attend the Extraordinary General Meeting in person, you are strongly encouraged to complete, sign and return your Form of Proxy in accordance with the instructions printed thereon as soon as possible, but in any event so as to be received, by post or, during normal business hours only, by hand, to Link Asset Services, PXS, 34 Beckenham Road, Beckenham, BR3 4TU, by no later than 10.00 a.m. on 25 January 2018 (or, in the case of an adjournment of the Extraordinary General Meeting, not later than 48 hours before the time fixed for the holding of the adjourned meeting (excluding any part of a day that is not a Business Day)).

If you hold your shares in the Company in uncertificated form (that is, in CREST) you may vote using the CREST Proxy Voting service in accordance with the procedures set out in the CREST Manual (please also refer to the accompanying notes to the Notice of Extraordinary General Meeting set out at the end of this Document). Proxies submitted via CREST must be received by the Company's agent (RA10) by no later than 10.00 a.m. on 25 January 2018 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting (excluding any part of a day that is not a Business Day)).

Appointing a proxy in accordance with the instructions set out above will enable your vote to be counted at the Extraordinary General Meeting in the event of your absence. The completion and return of the Form of Proxy or the use of the CREST Proxy Voting service will not prevent you from attending and voting at the Extraordinary General Meeting, or any adjournment thereof, in person should you wish to do so.

13. Irrevocable Undertakings

The Independent Directors have irrevocably undertaken to vote in favour of the Resolutions in respect of their own beneficial holdings of 2,062,581 Ordinary Shares, in aggregate representing approximately 2.06 per cent. of the Company's issued share capital as at 12 January 2018 (being the latest practicable date prior to publication of this Document).

In addition:

- Kingswood, which holds 39.65 per cent. of the Company's issued share capital as at 12 January 2018 (being the latest practicable date prior to publication of this Document), has irrevocably undertaken to vote in favour of Resolutions 1 and 3 (as noted above, Kingswood is not permitted to vote on Resolution 2, being the Whitewash Resolution).

In total therefore, the Board has received irrevocable undertakings to vote in favour of the Resolutions as follows:

Resolution	Percentage
1	41.7
2	2.06
3	41.7

14. Recommendation

The Independent Directors, who have been so advised by finnCap, believe that the Rule 9 Waiver is fair and reasonable and is in the best interest of the Independent Shareholders and the Company as a whole. In providing advice to the Independent Directors, finnCap has taken into account the Independent Directors' commercial assessments.

Accordingly the Independent Directors recommend Independent Shareholders to vote in favour of the Rule 9 Waiver Resolution to be proposed at the Extraordinary General Meeting, as they intend to do so in respect of their own beneficial holdings of Ordinary Shares which, in aggregate, amount to 2,062,581 Ordinary Shares, representing approximately 2.06 per cent. of the existing issued share capital of the Company as at 12 January 2018 (being the latest practicable date prior to publication of this Document).

Kingswood has a direct interest in the Rule 9 Waiver and accordingly, Jonathan Massing and Gary Wilder have not participated in the Board's recommendation and Kingswood will not vote on Resolution 2.

The Directors consider Resolution 1 (authorisation to allot and issue the Conversion Shares pursuant to the Conversion Rights) and Resolution 3 (change of the Company's name) to be fair and reasonable and in the best interests of the Shareholders and the Company as a whole and accordingly the Directors recommend Shareholders to vote in favour of Resolutions 1 and 3, as they intend to do so in respect of their own beneficial holdings of Ordinary Shares which, in aggregate, amount to 2,062,581 Ordinary Shares, representing approximately 2.06 per cent. of the existing issued share capital of the Company.

Yours faithfully,

Kenneth "Buzz" West
Chairman

PART 2

TERMS AND CONDITIONS OF THE FACILITIES AGREEMENT

1. Facilities Agreement

In order to fund the Newbridge Acquisition and the development of the Group, the Company entered into the Original Facilities Agreement (as borrower) with Kingswood (as lender) together with certain of the Company's subsidiaries (as guarantors) on 7 November 2017. On 11 December 2017, the Company entered into the Syndicated Facilities Agreement in substitution for the Original Facility Agreement and pursuant to which the amount of £10.0 million drawn down under the Original Facility Agreement was deemed to have been drawn down under the Syndicated Facilities Agreement.

The Facilities comprise a convertible term loan facility comprising the Term Loan Facility, together with two convertible working capital term facilities – Facility A in the sum of US\$2.0 million and Facility B in the sum of £2.0 million. Customary warranties have been given by the Company in favour of Kingswood under the Facilities Agreement.

The Facilities are secured by a guarantee and indemnity from certain members of the Group and a debenture containing a fixed and floating charge over the entire assets of each of those members of the Group, including an assignment of accounts and an assignment of insurance policies in favour of Moor Park Capital Partners LLP.

The Facilities Agreement is governed by English law.

Term Loan Facility

The Term Loan Facility comprises a £10.0 million and a US\$5.0 million facility. Interest is payable on amounts drawn down under the Term Loan Facility at a rate of 7.5 per cent. per annum from the date of drawdown. All amounts drawn down under the Term Loan Facility become repayable three years from the FINRA Approval Date and can be repaid by the Company in whole or in part at any time (following the giving of five Business Days' notice) without penalty.

Each of the Company and Kingswood has the right to convert all amounts outstanding under the Term Loan Facility into Conversion Shares at the Conversion Price by notice to the other party at any time, subject to shareholder approval (pursuant to Resolution 1 to be proposed at the EGM) having been granted and to applicable regulatory approvals from the FCA and FINRA having been obtained prior to such conversion. If the Shareholders do not approve the conversion terms pursuant to Resolution 1, all amounts drawn down under the Term Loan Facility will be repayable forthwith. All Shareholders are entitled to vote in respect of Resolution 1 and the Company has already received irrevocable commitments to vote in favour of this Resolution from Shareholders holding 41.7 per cent. of the Existing Ordinary Shares. In the event that the Rule 9 Waiver Resolution is not passed by the requisite majority of Independent Shareholders, the Company may not exercise any right to convert the amounts outstanding under the Term Loan Facility (although Kingswood may still direct to convert in those circumstances, if it so chooses). Please see further at page 21 for further details of how the number of Conversion Shares is calculated.

All Facilities (whether or not drawn) are underwritten by Kingswood. Kingswood will receive an underwriting fee of 1 per cent., an arrangement fee of 0.75 per cent. and a non-utilisation fee of 0.5 per cent.

The consent of Kingswood is required for the payment of any dividends by the Company until the Term Loan Facility (and Facility A and Facility B) have been repaid.

Facility A

Facility A comprises US\$2.0 million working capital facility. Interest is payable on amounts drawn down under Facility A at a rate of 7.5 per cent. per annum from the date of draw down. Facility A is repayable three years from the FINRA Approval Date. Amounts drawn down are only permitted to be used to fund working capital requirements of Newbridge. Amounts drawn down under Facility A are convertible on the same terms and conditions as the Term Loan Facility.

Facility B

Facility B comprises a £2.0 million working capital facility. Interest is payable on amounts drawn down under Facility B at a rate of 7.5 per cent. per annum from the date of draw down. Facility B is repayable three years from the FINRA Approval Date. Amounts drawn down under Facility B can only be used to fund working capital requirements of the Company's UK business. Amounts drawn down under Facility B are convertible on the same terms and conditions as the Term Loan Facility.

Conversion Shares

The number of Conversion Shares to be allotted and issued pursuant to the Conversion Rights shall be calculated as follows:

$$\text{Conversion Shares} = \frac{\text{Amount of any Facility to be converted pursuant to the Conversion Rights}}{\text{Conversion Price}}$$

The Company must allot fully paid the applicable number of Conversion Shares, no later than five Business Days after the delivery of a Conversion Notice (in the case of Conversion Rights exercised by the Borrower) and no later than five Business Days after final confirmation by the Borrower of the Facility amounts to be converted (in the case of Conversion Rights exercised by Kingswood) (such date of allotment, the "**Conversion Date**").

The Conversion Shares shall be credited as fully paid up at par and will carry all rights including rights to receive all dividends and other distributions declared, paid or made on the Conversion Shares (including, without limitation, any right of the holders of Ordinary Shares to be offered shares or other securities or options or rights in respect thereof issued or granted by the Company) arising on or after the relevant Conversion Date and shall from that date rank *pari passu* in all respects and form one class with the existing issued Ordinary Shares. The Company will ensure that (provided that the Company continues to be a listed company on the Conversion Date, whether on AIM or otherwise) any such Conversion Shares are admitted to trading on AIM (or on the applicable stock market on which the Company's Ordinary Shares are then admitted to trading) promptly following their allotment and issue.

On the exercise of Conversion Rights, no fractions of an Ordinary Share will be issued and the number of Ordinary Shares to be issued will be rounded down to the nearest whole number.

Adjustments to the Conversion Price

As is customary in the context of conversion rights, the Conversion Price is subject to adjustment (based on applicable formulas contained in the Facilities Agreement) in the event of the Company effecting corporate actions such as sub-divisions or consolidations of its share capital, the capitalisation of profits or reserves or the payment of dividends.

The Facilities Agreement provides that in no circumstances shall the Conversion Price fall below the nominal value from time to time of an Ordinary Share. If any adjustment would cause the Conversion Price to fall below the nominal value of an Ordinary Share then, to the maximum extent permitted without placing the Company in breach of any applicable law or regulation, alternative adjustments are to be provided to the Conversion Rights with the aim of putting the holders of Conversion Rights in no worse overall position than they would have been in the absence of such adjustment. Alternatively, at the Company's election, the Company may in lieu of the adjustments referred to

above, make a cash payment to the holders of Conversion Rights with the aim of putting those holders in no worse overall position than it would have been in the absence of such adjustment.

If a conversion takes place at the same time as a placing of equity securities of the Company which delivers net new funds to the Company of no less than £30.0 million, less the sterling equivalent amount of the principal outstanding under the Term Loan Facility, the Conversion Price will be the price at which the ordinary shares are being allotted pursuant to that placing.

2. Syndicated Facilities Agreement

As announced on 7 November 2017, the Company had provisionally agreed with Kingswood that, given the convertible nature of the Facilities, it would be appropriate to offer participation in the Facilities to the Company's larger shareholders on a proportionate participation basis. It was subsequently agreed that this be subject to a minimum proportionate participation level per shareholder of £50,000 (such larger shareholders, "**Qualifying Shareholders**"). In addition all Shareholders were invited to contact Kingswood directly to express an interest in investing a minimum of £50,000 in the Facilities.

Each Qualifying Shareholder Participant will by way of a transfer certificate entered into between that Qualifying Shareholder Participant and Kingswood, become party as a lender to the syndicated facilities agreement made between the Company (as borrower), certain of its subsidiaries (as guarantors), Moor Park Capital Partners LLP (both as agent and security agent) and Kingswood (as original lender) (the "**Syndicated Facilities Agreement**").

Other key terms of the Syndicated Facilities Agreement are as follows:

Availability Period	<p>Term Facility GBP Tranche – from 7 November 2017 to 28 November 2017.</p> <p>Term Facility USD Tranche – from the FINRA Approval Date 15 Business Days after the date of completion of the Newbridge Acquisition.</p> <p>Facility A – from the FINRA Approval Date until one month prior to the Termination Date.</p> <p>Facility B – from 7 November 2017 until one month prior to the Termination Date.</p>
Interest Rate	7.5 per cent. per annum.
Payment of interest	<p>Interest will accrue from day to day and will be calculated on the basis of the actual number of days elapsed.</p> <p>Interest will be payable annually, save for any unpaid interest in respect of the Term Facility US\$ Tranche and the Term Facility GBP Tranche, which will be capitalised.</p>
Non-utilisation Fees	A non-utilisation fee calculated at a rate of 0.5 per cent. per annum on available commitments accrues from 7 November 2017 and is payable in arrears on the last day of each interest period (being 12 months), the last day of the Availability Period and, if cancelled, on the cancelled amount of each facility at the time that cancellation is effective. No non-utilisation fees are payable (save in respect of Facility B) until the FINRA Approval Date.

Termination Date	Third anniversary of the FINRA Approval Date.
Repayment Date Voluntary Prepayment and Cancellation	Date of termination of the Facilities Agreement. The Company may, if it gives the Agent not less than 5 Business Days' prior notice, prepay and/or cancel the whole or any part of any amount of a loan which is outstanding (but if in part, such prepayment and cancellation is to apply pro rata across all Facilities).
Group	The Company and its subsidiaries.
Security	The Facilities will be secured by: <ol style="list-style-type: none"> 1. a guarantee and indemnity from all Obligor; and 2. a debenture containing a fixed and floating charge over the entire assets of each of the Obligor, including an assignment of accounts and an assignment of insurance policies in favour of Moor Park Capital Partners LLP as security agent.
Conditions subsequent to the Syndicated Facilities Agreement:- following the KPI Acquisition	<ol style="list-style-type: none"> 1. KPI US Holdco, Inc. and KPI Newbridge Holdings, Inc. shall accede as guarantors; 2. the Company shall grant security over the stock in the capital of KPI US Holdco, Inc.; 3. KPI US Holdco, Inc. shall grant security over its stock in the capital of KPI Newbridge Holdings, Inc.; and 4. KPI Newbridge Holdings, Inc. shall grant security over its stock in the capital of its subsidiaries.
Events of Default	<ol style="list-style-type: none"> 1. Non-payment 2. Other obligations 3. Misrepresentation 4. Cross default 5. Insolvency 6. Insolvency proceedings 7. Creditors' process 8. Unlawfulness and invalidity 9. Cessation of business 10. Repudiation and rescission of agreements 11. Conversion not completing following a Conversion Notice being served

In the event that the Newbridge Acquisition does not complete, the Company will be able to repay the Term Loan Facility without interest. Although the Company expects that the FINRA Approval required to enable the Newbridge Acquisition to complete will be obtained within the customary timeframes for an approval of that nature, the Company and Kingswood have agreed that applicable funds will not be required to be provided by the Qualifying Shareholder Participants until shortly after the completion of the Newbridge Acquisition.

PART 3

INFORMATION ON KINGSWOOD

1. Information on Kingswood

Ownership Structure

Kingswood is incorporated in England and Wales with its registered address at 3 Coldbath Square, London EC1R 5HL and is a wholly owned subsidiary of Kingswood Property Finance Limited Partnership ("KPFLP"), which is a private investment partnership wholly owned and controlled by Gary Wilder and Jonathan Massing.

Officers of Kingswood

Gary S. Wilder B.Sc (Hons), ACA, Director

Gary serves as the Managing Partner and Executive Chairman at Moor Park Capital Partners LLP, a leading European real estate investment manager which he formed in 2006.

He has over 30 years' experience of real estate investment, structured finance and private equity in Europe, Asia and the US and has been involved in all phases of the investment process including equity capital raising, fund structuring, debt financing, property acquisitions, asset management and sales. He has built up an extensive network of deep relationships with key players, advisors, brokers, consultants, investment banks and analysts. Gary has been directly involved in or responsible for the acquisition of real estate and other asset backed investments valued in excess of €25.2 billion.

Prior to forming Moor Park Capital Partners, Gary was Co-Head of the Principal Finance Group at Nomura International PLC and served as a member of Nomura's Fixed Income Division Executive Committee.

From 1999 to 2002, he was Partner & Managing Director at Credit Suisse First Boston, where he was responsible for its European Real Estate Investment Banking business. Previously, he was a Managing Director in the Real Estate Group at Bankers Trust and was actively involved in real estate debt capital market products, global securitization and structured finance.

Gary is a Co-founding partner of KPFLP, a private investment partnership wholly owned and controlled by Gary and Jonathan Massing. Formed in 2004, KPFLP has undertaken a range of long term investments and financial transactions including: participating in real estate investments; private equity investments incorporating equity and loan capital to the SME sector; subscribing for equity warrants and options; dealing in financial assets; trading in listed equities, fixed income and currencies. KPFLP is managed by its General Partner, Kingswood Investment Partners Limited, which is authorised and regulated by the Financial Conduct Authority.

Gary has been a Non-Executive Director of EWG since 23 October 2017.

Gary qualified in 1985 as a Chartered Accountant with Arthur Andersen in London where he specialized in International Taxation. He graduated in 1983 with a Bachelor of Science degree, with honors, from the City University Business School, University of London. Gary is authorised and regulated by the U.K. Financial Conduct Authority. For full details on Gary's UK FCA authorisations see https://register.fca.org.uk/ShPo_individualdetailsPage?id=003b000000LUgjuAAD.

Mr Wilder is a founder partner of KPFLP.

Jonathan Fraser Massing, Director

Jonathan Massing, a chartered accountant, founded Kingswood in 1993.

Mr Massing currently serves as the company's managing partner with a strong expertise in commercial and corporate finance advisory, buyouts, venture capital, shareholder dispute advisory, and private businesses valuation. He also acts as an independent financial expert. Mr Massing has extensive experience in the sale and acquisition of private companies. He also provides advice on debt structures and working capital facilities.

In 1998 he set up Kingswood Investment Partners Limited as a private equity investor. He is also a founder of KPFLP.

Kingwood Nominees Limited, Company Secretary

Registered in England and Wales with company number 02928337 and with registered offices at 3 Coldbath Square, London, United Kingdom, EC1R 5HL. Appointed on 3 March 2011.

Nature of Kingswood's business

Formed in 2004, Kingswood has undertaken a range of long-term investments and financial transactions including: participating in real estate investments; private equity investments incorporating equity and loan capital to the SME sector; subscribing for equity warrants and options; dealing in financial assets; trading in listed equities, fixed income and currencies. European Wealth Shares were purchased in July 2017 as part of their long term strategy to participate in the building of a global financial services company. The owner of Kingswood, KPFLP is a private investment partnership wholly owned and controlled by Gary Wilder and Jonathan Massing. Formed in 2004, Kingswood has undertaken a range of long-term investments and financial transactions including: participating in real estate investments; private equity investments incorporating equity and loan capital to the SME sector; subscribing for equity warrants and options; dealing in financial assets; trading in listed equities, fixed income and currencies.

These activities are expanded through the substantial shareholding in European Wealth and fit with the Company's corporate strategy. This strategy includes Investment management, Financial planning, Broker dealing and Investment banking. In addition, Kingswood's expertise in real estate, private equity and alternative products will be of significant value to the group going forward.

KPFLP is managed by its General Partner, Kingswood Investment Partners Limited, which is authorised and regulated by the Financial Conduct Authority.

Through its current activities, Kingswood has substantial shareholdings in businesses with assets under management in excess of US\$7.0 billion.

2. Kingswood's Intentions Regarding the Company's Business

Kingswood has confirmed to the Company that, should it elect to receive its Conversion Shares at the earliest possible opportunity, such that it secured effective control of the Company, Kingswood's intention would be to run the Company as it is currently operated; and it does not intend to change its own business strategy, seek any changes in respect of its directors; the continued employment of employees and management of Kingswood or strategic plans for Kingswood; or the location of Kingswood's place of business. The conversion of the Kingswood Conversion Rights would have no effect on the financial position of Kingswood, as Kingswood has already provided the funding to the Company pursuant to the Facilities.

Kingswood has no intention of making changes to:

- the continued employment of employees and management of the Company and its subsidiaries, including any material change in conditions of employment;

- the current strategic plans for the Company as set out in paragraph 4 of Part I of this Document which would have repercussions on employment and the locations of the Company's places of business;
- employer contributions into the Company's pension schemes, the accrual of benefits for existing members, and the admission of new members or taking any action which would affect any form of incentivisation arrangements with members of the Company's management who are interested in the Ordinary Shares of the Company;
- the deployment the Company's fixed assets; and
- the maintenance of any existing trading facilities for the relevant securities of the Company.

3. Financial Information on Kingswood

Kingswood's audited financial statements for the year ended 31 March 2017 are incorporated by reference, further information on which can be found in Part V of this Document. KPFLP's financial information is not publicly available.

PART 4

ADDITIONAL INFORMATION

1. Responsibility of the Company and the Directors

The Directors, whose names are set out on page 12 of this Document, accept responsibility for all the information, including any expressions of opinion, contained in this Document (other than the information for which responsibility is accepted pursuant to paragraph 2 of this Part 4). To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Responsibility for information on Kingswood

The Kingswood Directors accept responsibility for the information, including any expressions of opinion, contained in this Document relating to Kingswood and KPFLP. 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 for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

3. Inducement Fees and Other Offer-Related Arrangements

There are no arrangements (as defined in paragraph 6 below) which exist between the Company, any associate of the Company or any person acting in concert with the Company and any other person. There are no arrangements which exist between Kingswood, any associate of Kingswood or any person acting in concert with Kingswood and any other person.

4. Consent to Inclusion of Advice

finnCap, an independent financial adviser, is registered in England and Wales (with number 06198898) and has its registered office at 60 New Broad Street, London EC2M 1JJ. finnCap has given and has not withdrawn its written consent to the issue of this Document with the inclusion of its recommendation herein and the references to its name in the form and context in which they are included.

5. No Significant Change in Financial or Trading Position of the Company

There has been no significant change in the financial or trading position of the Group since 30 June 2017, being the end of the period covered by the Group's latest interim unaudited interim results (certain sections of which are incorporated by reference in Part 5 of this Document), save for the following:

- the signing of the KPI Acquisition Agreement and of the Original Facilities Agreement, as announced via RNS on 7 November 2017; and
- the signing of the Syndicated Facilities Agreement, as announced via RNS on 12 December 2017

6. Disclosure of Interests and Dealings in shares

6.1 Definitions

For the purposes of this Part 4:

6.1.1 **"acting in concert"** has the meaning attributed to it in the Code;

- 6.1.2 **"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;
- 6.1.3 **"associate"** of any company means:
- (a) its parent, subsidiaries and fellow subsidiaries, their associated companies, and
 - (b) companies of which any such parent, subsidiaries, fellow subsidiaries or associated companies are associated companies (for this purpose, 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);
 - (c) its connected advisers and persons controlling, controlled by or under the same control as such connected advisers; and
 - (d) its directors and the directors of any company covered in (a) above (together in each case with their close relatives and related trusts);
- 6.1.4 **"connected adviser"** has the meaning attributed to it in the Code;
- 6.1.5 **"connected person"** has the meaning attributed to it in section 252 of the Act;
- 6.1.6 **"control"** means an interest or interests in shares carrying in aggregate 30 per cent. or more of the voting rights of a company, irrespective of whether such interest or interests give *de facto* control;
- 6.1.7 **"dealing"** or **"dealt"** includes the following:
- (a) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of voting rights attached to relevant securities, or of general control of relevant securities;
 - (b) the taking, granting, acquisition, disposal, 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;
 - (c) subscribing or agreeing to subscribe for relevant securities;
 - (d) the exercise or conversion of any relevant securities carrying conversion or subscription rights (whether in respect of new or existing securities);
 - (e) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;
 - (f) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities; and
 - (g) 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;
- 6.1.8 **"derivative"** includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security;
- 6.1.9 **"disclosure date"** means 12 January 2018, being the latest practicable date prior to the posting of this Document;

- 6.1.10 **"disclosure period"** means the period commencing on 15 January 2017, being the date 12 months prior to the date of the posting of this Document and ending on the disclosure date;
- 6.1.11 **"exempt principal trader"** or **"exempt fund manager"** has the meaning attributed to it in the Code;
- 6.1.12 being **"interested"** in relevant securities includes where a person:
- (a) owns relevant securities;
 - (b) has a right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities or has general control of them;
 - (c) by virtue of any agreement to purchase, option or derivative, has the right or option to acquire relevant securities or call for their delivery or 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
 - (d) is party to any derivative whose value is determined by reference to their price and which results, or may result, in his having a long position in them;
- 6.1.13 **"relevant Kingswood securities"** means shares in Kingswood or any securities convertible into, or exchangeable for, rights to subscribe for and options (including traded options) in respect of, and derivatives referenced to, any Kingswood shares;
- 6.1.14 **"relevant Company securities"** means Ordinary Shares, or any securities convertible into, or exchangeable for, rights to subscribe for and options (including traded options) in respect of, and derivatives referenced to, any Ordinary Shares;
- 6.1.15 **"relevant securities"** means relevant Kingswood securities or relevant securities in the Company; and
- 6.1.16 **"short position"** means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, agreement to sell or any delivery obligation or right to require any other person to purchase or take delivery.

6.2 **Kingswood's interests in the Company**

Name	Number of Ordinary Shares at the date of this document	Percentage holding in the Company at the date of this document	Number of Conversion Shares	Maximum number of Ordinary Shares held following Conversion	Maximum Percentage of the Company's share capital (assuming a Conversion Price of 16.5p) ²
			(assuming that the maximum number of Conversion Shares is issued) ¹	(assuming that the maximum number of Conversion Shares is issued) ²	
Kingswood	39,772,165	39.65	104,152,637	143,924,802	70.4

6.3 **Market dealings in relevant Company securities by Kingswood**

No dealings have taken place during the disclosure period in relevant Company securities by Kingswood, or any other person acting in concert with Kingswood, other than the acquisition of 39,772,165 Ordinary Shares for 12.8 pence on 27 July 2017 through a subscription and fully underwritten open offer as announced on 23 June 2017 and approved by Shareholders on 19 July 2017.

¹ and assuming no syndication of the Facilities Agreement (i.e. that all the Conversion Rights are held by Kingswood) and the Conversion Price is 16.5 pence.

² The maximum percentage holding of Kingswood in the Company's share capital assumed to be 86.4 per cent., as the Conversion Price is the lower of 16.5 pence and the average mid-market closing price of an Ordinary Share for 20 Business Days prior to the applicable notice of conversion, it being noted that the Conversion Price cannot be lower than the nominal value of 5 pence an Ordinary Share.

6.4 ***Other dealings***

As at the close of business on the disclosure date and during the disclosure period and save as set out in this Document:

Interests and dealings in the Company

- 6.4.1 neither Kingswood nor any of the Kingswood Directors (including any members of such Kingswood Directors' respective immediate families, related trusts or connected persons) had an interest in or a right to subscribe for, or had any short position in relation to, any relevant securities, nor had any such party dealt in any relevant Company securities;
- 6.4.2 no person acting in concert with Kingswood had an interest in or a right to subscribe for, or had any short position in relation to, any relevant Company securities, nor had any such person dealt in any relevant Company securities;
- 6.4.3 neither Kingswood nor any person acting in concert with Kingswood had borrowed or lent any relevant Company securities;
- 6.4.4 neither the Company nor any person acting in concert with the Company had borrowed or lent any relevant Company securities; and
- 6.4.5 the Company has not redeemed or purchased any relevant Company securities;

Interests and dealings in Kingswood

- 6.4.6 neither the Company nor any of the Directors (including any members of such Directors' respective immediate families, related trusts or connected persons) had an interest in or a right to subscribe for, or had any short position in relation to, any relevant securities, nor had any such party dealt in any relevant Kingswood securities; and
- 6.4.7 no person acting in concert with the Company had an interest in or a right to subscribe for, or had any short position in relation to, any relevant Kingswood securities, nor had any such person dealt in any relevant Kingswood securities;

Interests and dealings in both Kingswood and the Company

- 6.4.8 no associate of the Company had any interest in, or right to subscribe for, or had any short position in relation to, any relevant securities;
 - 6.4.9 no pension fund of the Company or associate of the Company had any interest in or right to subscribe for, or had any short position in relation to, any relevant securities;
 - 6.4.10 no employee benefit trust of the Company or an associate of the Company had any interest in or right to subscribe for, or had any short position in relation to, any relevant securities; and
 - 6.4.11 no connected adviser to the Company or an associate of the Company or a person acting in concert with the Company, nor any person controlling, controlled by or under the same control as any such connected adviser (except for an exempt principal trader or exempt fund manager) had any interest in or right to subscribe for, or had any short position in relation to, any relevant securities.
- 6.5 Save as disclosed in this Document, there is no agreement, arrangement, or understanding (including any compensation arrangement) between Kingswood or any person acting in concert with it and any of the Independent Directors, recent directors, Shareholders, or recent shareholders of the Company, or any person interested or recently interested in Ordinary Shares having any connection with or dependence upon the proposals set out in this Document.

- 6.6 Save for the Qualifying Shareholder Participation, no agreement, arrangement or understanding exists whereby any right to any Conversion Share pursuant to the Syndicated Facility Agreement will be transferred to any other person.

Directors' interests

- 6.7 As at 12 January 2018 (being the latest practicable date prior to the posting of this document), the interests of the Directors in Ordinary Shares which have been notified to the Company pursuant to Part 22 of the Act or are interests of a person connected with any Director which would, if the connected person were a Director, be required to be disclosed as set out below and the existence of which is known or could with reasonable diligence be ascertained by the relevant Director, are set out below:

<i>Director</i>	<i>Number of Ordinary Shares held</i>	<i>Percentage of the Company's current issued share capital</i>	<i>Percentage of the Company's share capital (assuming that the maximum number of Conversion Shares is issued)</i>
Marianne Ismail	–	–	–
Kenneth ("Buzz") West	2,062,581	2.06	1.00

7. Directors' Service Contracts

- 7.1 The amount of remuneration paid (including any contingent or deferred compensation), and benefits in kind granted to each Director by the Group for services in all capacities to the Group in respect of the financial year ended 31 December 2016, together with the total amount set aside to provide pension, retirement or similar benefits to each Director, were as follows:

<i>Name of Director</i>	<i>Remuneration and other benefits (£'000)</i>	<i>Benefits in kind (£) (£'000)</i>	<i>Share based payments (£)</i>
Kenneth ("Buzz") West	45	–	–
Marianne Ismail	18	–	–
Jonathan Massing	–	–	–
Gary Wilder	–	–	–

- 7.2 The details of the directors' service contracts or appointment letters, all of which are between each individual director and the Company, are as follows. Save as disclosed, none of the directors' service contracts have been entered into during the past six months:

Kenneth ("Buzz") West was appointed as non-executive Chairman of the Company on 1 August 2016. Pursuant to a non-executive Chairman letter of appointment dated 17 April 2014, Mr. West is entitled to remuneration of £57,000 per annum. Mr. West is also entitled to remuneration of £15,000 per annum in respect of his directorship of European Wealth Investment Fund plc. His appointment is for a period of 12 months and may be terminated at any time by either party giving to the other party 12 months' written notice.

Marianne Ismail entered into a service agreement with the Company dated 1 September 2017. Under this agreement, she is employed as the Chief Executive Officer of the Company, a position she has held since 1 September 2017. The agreement may be terminated at any time by either party giving 12 months' written notice. The current salary payable under the agreement is £240,000 per annum. In addition, she is entitled to receive the following benefits:

pension contributions (to a scheme of her choice), life insurance, and private medical insurance. If the agreement is terminated by notice, the Company is entitled to terminate the agreement with immediate effect by payment of an amount in lieu of notice.

Jonathan Massing was appointed as a non-executive Chairman of the Company on 19 October 2017. Pursuant to a non-executive director letter of appointment, Mr. Massing is entitled to remuneration of £25,000 per annum. His appointment may be terminated at any time by either party giving to the other party one month's written notice.

Gary Wilder was appointed as a non-executive director of the Company on 19 October 2017. Pursuant to a non-executive director letter of appointment, Mr. Wilder is entitled to remuneration of £25,000 per annum. His appointment may be terminated at any time by either party giving to the other party one month's written notice.

8. European Wealth Material Contracts

The following contracts are all: (i) the material contracts (not being contracts entered into in the ordinary course of business) which have been entered into within the two years prior to the date of this Document by members of the Group; and (ii) the contracts (not being contracts entered into in the ordinary course of business) entered into at any time by members of the Group which contain provisions under which any member of the Group has an obligation or entitlement which is or may be material to the Group as at the date of this Document.

8.1 Original Facilities Agreement

Please refer to paragraph 1 of Part 2 of this Document for a summary of the terms of the Syndicated Facilities Agreement.

8.2 Syndicated Facilities Agreement

Please refer to paragraph 1 of Part 2 of this Document for a summary of the terms of the Syndicated Facilities Agreement.

8.3 KPI Acquisition Agreement

On 7 November 2017, the Company entered into the KPI Acquisition Agreement to acquire the entire issued share capital of KPI US Holdco, Inc. ("**KPI US**") from KPI Ardmore Limited (a subsidiary of Kingswood) ("**KPI Ardmore**"). Completion of the KPI Acquisition Agreement is conditional upon completion of the Newbridge Acquisition Agreement and FINRA Approval. The initial consideration payable by the Company to KPI Ardmore for KPI US is US\$1.00 and the Company also agreeing to assume liabilities relating to the Newbridge Acquisition totalling US\$17.6 million.

In addition, the Company has agreed to pay to KPI Ardmore deferred consideration in the form of an earn-out based on the earnings before interest, tax, depreciation and amortisation ("**EBITDA**") performance of Newbridge over five years to 31 December 2022 (the "**Earn-out**"). The amount payable by the Company pursuant to the Earn-out is capped at US\$25.0 million over the five year period and shall be calculated as a percentage of the EBITDA achieved by Newbridge (in each of the five years to 31 December 2022) to the extent that the EBITDA exceeds a threshold EBITDA figure per year of US\$3.62 million (the "**EBITDA Threshold Figure**"). If the EBITDA Threshold Figure is not reached in any given year, no earn-out payment will be due in respect of that year. KPI Ardmore has the option to elect to receive ordinary shares in the Company instead of the cash payments payable in connection with the Earn-out, subject to relevant shareholder and regulatory approvals, at the average closing price of an Ordinary Share for the 20 business days prior to an election to receive Ordinary Shares.

KPI Ardmore has agreed to indemnify the Company against any costs or liabilities incurred or borne by either KPI US or KPI Newbridge Holdings, Inc. prior to completion of the Newbridge Acquisition, save only for acquisition related costs and liabilities and for the liabilities of KPI Newbridge Holdings, Inc. under the terms of the Newbridge Acquisition Agreement.

Subject to the completion of the Newbridge Acquisition, the Company has agreed to indemnify Kingswood against any liability, cost, expense, damage or loss incurred or borne by Kingswood in its capacity as parent company guarantor (for further details, please see the summary of the Newbridge Acquisition Agreement at paragraph 8.4 of this Part 4 below).

The KPI Acquisition Agreement is governed by the laws of the US state of Delaware.

8.4 ***Newbridge Acquisition Agreement***

The Newbridge Acquisition Agreement was entered into on 14 June 2017 between (*inter alia*) Newbridge Financial, Inc. (as seller), KPI Newbridge Holdings, Inc. and Kingswood to acquire the entire issued stock of Newbridge Securities Corporation and Newbridge Financial Services Group, Inc. The consideration payable by KPI Newbridge Holdings, Inc. under the Newbridge Acquisition Agreement is US\$14.6 million, payable as to US\$12.6 million on completion of the Newbridge Acquisition and with the remaining US\$2.0 million payable (subject to reduction for agreed warranty claims) in three equal instalments on the first, second and third anniversaries of the completion of the Newbridge Acquisition. As described above, certain costs in connection with the Newbridge Acquisition Agreement will be paid by the Company pursuant to the terms of the KPI Acquisition Agreement. Completion of the Newbridge Acquisition Agreement is conditional upon the FINRA Approval. On 7 November 2017, the Company entered into a novation agreement pursuant to which the obligations of Kingswood under the Newbridge Acquisition Agreement as parent company guarantor will transfer to the Company with effect from completion of the Newbridge Acquisition.

Customary warranties and indemnities have been given by Newbridge Financial, Inc. in favour of KPI Newbridge Holdings, Inc.

The Newbridge Acquisition Agreement is governed by the laws of the US state of Delaware.

8.5 ***June 2017 Facility Agreement***

On 8 June 2017, the Company, certain other members of the European Wealth Group and KPI (Nominees) Limited entered into a bridging facility agreement, pursuant to which Kingswood lent the Company £5,250,000.

The loan was repayable on the completion of the Subscription and Underwriting Agreement, with interest payable at the rate of 1 per cent. for the first 30 days of the loan, thereafter increasing by 0.25 per cent. for every successive period of 30 days.

The loan was secured against the assets of all trading companies within the European Wealth Group.

European Wealth agreed to pay Kingswood an arrangement fee of £78,750 and an exit fee of £78,750.

8.6 ***Subscription and Underwriting Agreement***

On 22 June 2017, Kingswood, Astoria and the Company, entered into the Subscription and Underwriting Agreement pursuant to which each of Kingswood and Astoria agreed to subscribe for Ordinary Shares. The Subscription and Underwriting Agreement contained warranties and indemnities from the Company in favour of the Kingswood and Astoria.

8.7 ***Relationship Agreement***

On 27 July 2017, each of Kingswood and Astoria (the “**Subscribers**”) entered into separate relationship agreements with the Company pursuant to which they each agreed to exercise their voting rights as a Shareholder to, amongst other things, procure that (i) the Group is managed independently of the relevant Subscriber and its associates; (ii) all transactions between the relevant Subscriber and any member of the Group are on an arm’s length basis and on normal commercial terms unless approved by a majority of independent directors; (iii) at all times so far as practicable the Board has at least two independent directors for the purposes of that Agreement; (iv) the remuneration committee, audit committee and any other corporate governance committee are comprised of a majority of independent directors; (v) certain matters concerning corporate governance and arrangements with the independent Subscriber are voted on by the Board with a quorum comprising a majority of independent directors. The Relationship Agreement will terminate if the Ordinary Shares cease to be admitted to trading on AIM.

9. **Kingswood Material Contracts**

The following contracts are all:

- (i) the material contracts (not being contracts entered into in the ordinary course of business) which have been entered into within the two years prior to the date of this Document by Kingswood and its subsidiaries; and
- (ii) the contracts (not being contracts entered into in the ordinary course of business) entered into at any time by Kingswood or its subsidiaries which contain provisions under which Kingswood (or a subsidiary of Kingswood) has an obligation or entitlement which is or may be material to Kingswood as at the date of this Document.

9.1 ***Original Facilities Agreement***

Please refer to paragraph 1 of Part 2 of this Document for a summary of the terms of the Syndicated Facilities Agreement.

9.2 ***Syndicated Facilities Agreement***

Please refer to paragraph 1 of Part 2 of this Document for a summary of the terms of the Syndicated Facilities Agreement.

9.3 ***KPI Acquisition Agreement***

Please refer to paragraph 8.3 of Part 4 of this Document for a summary of the terms of the KPI Acquisition Agreement.

9.4 ***Newbridge Acquisition Agreement***

Please refer to paragraph 8.4 of Part 4 of this Document for a summary of the terms of the Newbridge Acquisition Agreement.

9.5 ***June 2017 Facility Agreement***

Please refer to paragraph 8.7 of Part 4 of this Document for a summary of the terms of the Subscription and Underwriting Agreement.

9.6 ***Subscription and Underwriting Agreement***

Please refer to paragraph 8.5 of Part 4 of this Document for a summary of the terms of the Subscription and Underwriting Agreement.

9.7 **Relationship Agreements**

Please refer to paragraph 8.6 of Part 4 of this Document for a summary of the terms of the Subscription and Underwriting Agreement.

10. **Market Quotations**

The following table shows the closing middle market quotations of the Ordinary Shares, as derived from the London Stock Exchange plc on the first Business Day of each of the six months immediately before the date of this Document and on 12 January 2018 (being the latest practicable date prior to the posting of this Document).

<i>Date</i>	<i>Price per Ordinary Share (pence)</i>
3 July 2017	25.0
1 August 2017	21.0
1 September 2017	21.0
2 October 2017	21.0
1 November 2017	29.5
1 December 2017	41.0
2 January 2018	25.0
12 January 2018	25.0

11. **Documents Available for Inspection**

Copies of the following documents will be available for inspection during normal business hours on any weekdays (Saturdays, Sundays and public holidays excepted) at the Company's head office, 10-11 Austin Friars, London EC2N 2HG and the offices of Pinsent Masons LLP, 30 Crown Place, Earl Street, London EC2A 4ES and may be viewed on the Company's website (www.europeanwealth.com) from the date of this Document until the date of the Extraordinary General Meeting:

- 11.1 the consent letter referred to in paragraph 4 of Part 4 of this Document;
- 11.2 the Original Facilities Agreement;
- 11.3 the Syndicated Facilities Agreement;
- 11.4 the June 2017 Facility Agreement;
- 11.5 the Subscription and Underwriting Agreement;
- 11.6 the Relationship Agreement;
- 11.7 the KPI Acquisition Agreement;
- 11.8 the Newbridge Acquisition Agreement;
- 11.9 the irrevocable undertakings from certain Shareholders as described in paragraph 13 of Part 1 of this Document;
- 11.10 the articles of association of the Company;
- 11.11 the memorandum of association and articles of association of Kingswood; and
- 11.12 this Document.

PART 5

FINANCIAL INFORMATION AND DOCUMENTS INCORPORATED BY REFERENCE

1. **EWG**

- 1.1 The following documents are incorporated by reference into this Document and contain information which is relevant to the Conversion Rights. These documents are available on the Company's website at www.europeanwealth.com:

1.1.1 the Company announcement issued via a Regulatory Information Service on 10 October 2017;

1.1.2 the Company announcement issued via a Regulatory Information Service on 7 November 2017;

1.1.3 the Company announcement issued via a Regulatory Information Service on 12 December 2017

- 1.2 The table below sets out, where relevant, the various sections and page numbers of the documents that are incorporated by reference into this Document so as to provide information required under the Code and to ensure that Shareholders and others are aware of all information that, according to the particular nature of the Company, is necessary to enable the Shareholders and others to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Company.

No.	Information incorporated by reference	<i>Unaudited Interim Report for six month period ended</i>	<i>Annual Report for the Company year ended</i>	<i>Annual Report for the Company year ended</i>
		<i>30 June 2017</i>	<i>31 December 2016</i>	<i>31 December 2015</i>
1	<i>Corporate governance</i>	n/a	19	18
2	<i>Financial information</i>	4-10	29-35	28-36

No part of the consolidated financial statements of the Group for the years ended 31 December 2016 or 2015 is incorporated in this Document except as expressly stated above. It should be noted that the other sections of such documents that are not incorporated by reference are either not relevant to Shareholders and others or are covered elsewhere in this document. Information that is itself incorporated by reference or referred or cross-referred to in these documents is not incorporated by reference into this document. These documents are also available on the Company's website at www.europeanwealth.com.

- 1.3 The documents listed at 1.1.1 to 1.1.2 (inclusive) of this Part 5 are incorporated in their entirety.
- 1.4 The Company will provide, without charge, to each person to whom a copy of this Document has been delivered, upon the oral or written request of such person, a hard copy of the aforementioned documents incorporated by reference herein. Written or telephone requests for such documents should be directed to the Company at its head office at 10-11 Austin Friars, London EC2N 2HG or by telephone on 0207 293 0730. A hard copy of any document incorporated into this document by reference will not be sent to such persons unless requested.

2. **Kingswood**

Kingswood's financial statements for the year ended 31 March 2017 are incorporated by reference and can be found on the Company's website at www.europeanwealth.com.

15 January 2018

NOTICE OF EXTRAORDINARY GENERAL MEETING

EUROPEAN WEALTH GROUP LIMITED

(Incorporated and registered in Guernsey with registered no. 42316)

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of European Wealth Group Limited (the “**Company**”) will be held at the offices of finnCap, 60 New Broad Street, London EC2M 1JJ at 10.00 a.m. on 29 January 2018 for the purpose of considering and, if thought fit, passing the below resolutions, of which Resolutions 1 and 2 will be proposed as ordinary resolutions and Resolution 3 will be proposed as a special resolution.

All capitalised terms used in this Notice shall bear the meaning set out in the circular to shareholders of the Company dated 15 January 2018 of which this notice forms part.

ORDINARY RESOLUTION

To consider, and if thought fit, pass Resolution 1 as an ordinary resolution:

1. **THAT:**

In addition to all existing powers and authorities conferred upon them (including pursuant to the authority granted to them at the extraordinary general meeting of the Company held on 19 July 2017), the Directors be generally and unconditionally authorised to issue up to (and including) 343,703,703 ordinary shares of 5 pence each in the share capital of the Company pursuant to the exercise of the Conversion Rights contained in the Facilities Agreement (or such higher number of ordinary shares as is necessary in order to give effect to the Conversion Rights contained in the Facilities Agreement), as if article 2.2 of the articles of incorporation of the Company and any pre-emption rights included therein did not apply to the issue, and that this authority shall expire on the fifth anniversary of the passing of this Resolution 1.

ORDINARY RESOLUTION

To consider, and if thought fit, pass Resolution 2 as an ordinary resolution:

2. **THAT:**

The waiver by the Panel on Takeovers and Mergers (on the terms described in paragraph 8 of Part 1 of the circular to shareholders of the Company dated 15 January 2018, of which this notice forms part), conditional on the passing of this resolution on a poll by independent shareholders, of any requirement under Rule 9 of the City Code on Takeovers and Mergers for KPI (Nominees) Limited to make a general offer for the ordinary issued share capital of the Company, as a result of the issue to KPI (Nominees) Limited of any ordinary shares in the capital of the Company arising on the exercise of (some or all of) the Kingswood Conversion Rights, be and is hereby approved.

SPECIAL RESOLUTION

To consider, and if though fit, pass Resolution 3 as a special resolution:

3. **THAT:**

The Company change its name (with effect from the completion of the Newbridge Acquisition) to “Kingswood Holdings Limited”.

BY ORDER OF THE BOARD

15 January 2018
Regency Court
Glategny Esplanade
St Peter Port
Guernsey GY1 1WW
Company number: 42316

Notes:

- i. Any member entitled to attend, speak and vote at the meeting convened by the above notice is entitled to appoint one or more proxies to exercise all or any of his rights to attend, speak and vote at a meeting of the Company. A proxy need not be a member of the Company.
- ii. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise rights attached to a different share or shares held by him.
- iii. To be valid, the enclosed Form of Proxy for Extraordinary General Meeting together with the power of attorney or other authority, if any, under which it is signed or a materially certified or office copy thereof must be deposited by 10.00 a.m. on 25 January 2018 at the offices of the Company's registrars, Link Asset Services, at PXS, 34 Beckenham Road, Beckenham, BR3 4TU.
- iv. Completion of the Form of Proxy or submission of a valid electronic proxy appointment will not prevent you from attending and voting in person.
- v. Pursuant to regulation 41 of the Uncertificated Securities (Guernsey) Regulations 2009, only Shareholders registered in the register of members of the Company as at close of business on 25 January 2018 shall be entitled to attend and vote at the Extraordinary General Meeting in respect of the number of shares registered in their name at such time. If the Extraordinary General Meeting is adjourned, the time by which a person must be entered on the register of members of the Company in order to have the right to attend and vote at the adjourned meeting is close of business on the day two days before the date fixed for the adjourned meeting. Changes to the register of members after the relevant times shall be disregarded in determining the rights of any person to attend or vote at the meeting.
- vi. CREST members who wish to appoint a proxy or proxies by utilising the CREST electronic proxy appointment service may do so for the Extraordinary General Meeting and any adjournment(s) thereof by utilising the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed (a) voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
- vii. In order for a proxy appointment made by means of CREST to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear UK & Ireland's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message must be transmitted so as to be received by Link Asset Services (ID RA10), by 10.00 a.m. on 25 January 2018. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Asset Services is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.
- viii. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & Ireland does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed (a) voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 34(1) of the Uncertificated Securities (Guernsey) Regulations 2009.
- ix. In the case of joint holders, the vote of the senior who tenders a vote whether in person or by proxy will be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.

