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If you sell or otherwise transfer, or have sold or otherwise transferred, all of your Ordinary Shares and/or all of your Preference Shares in John Menzies plc you should send this document (but not the personalised Form of Proxy) as soon as possible, to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for delivery to the purchaser or the transferee. If you have sold or otherwise transferred only part of your holding of Ordinary Shares and/or all of your Preference Shares, you should retain these documents.

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This document is not a prospectus but a shareholder circular and does not constitute an offer or invitation to purchase or subscribe for any securities or a solicitation of an offer or invitation to purchase or subscribe for any securities.

John Menzies plc

(incorporated and registered in Scotland with registered number SC034970)

Proposed Disposal of Menzies Distribution Limited to Endless LLP

Proposed New Directors' Remuneration Policy and Adoption of the John Menzies plc Value Creation Plan

Notice of General Meeting of Shareholders

and

Notice of General Meeting of Preference Shareholders

This document should be read as a whole. Your attention is drawn to the letter from the Chairman of John Menzies plc which is set out in Part I (*Letter from the Chairman*) of this document in which the Board unanimously recommends that you vote in favour of the Resolutions to be proposed at the General Meetings referred to below.

Your attention is also drawn to Part II (*Risk Factors*) of this document which sets out and describes certain risks that Shareholders should carefully consider when deciding whether or not to vote in favour of the Resolutions to be proposed at the General Meetings.

Capitalised terms used in this document have the meanings ascribed to them in Part IX (*Definitions*) of this document.

Notice of the General Meeting of Shareholders of John Menzies and Notice of the General Meeting of Preference Shareholders, which are to be held on 22 August 2018 at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA, are set out at the end of this document. The General Meeting of Shareholders will start at 11.00 a.m. and the General Meeting of Preference Shareholders will start at 11.30 a.m. (or as soon thereafter as the General Meeting of Shareholders concludes or adjourns).

The action to be taken by Shareholders in respect of the General Meetings is set out on pages 65 and 73 of this document. Whether or not you intend to be present at the General Meetings, please complete and sign the relevant Form of Proxy accompanying

this document, in accordance with the instructions printed on it, and return it to the Company's Registrar, Computershare Investor Services PLC, at The Pavilions, Bridgwater Road, Bristol, BS99 6ZY as soon as possible and, in any event, so as to be received by Computershare Investor Services PLC not later than 11.00 a.m. on 20 August 2018 in the case of the Form of Proxy for the General Meeting of Shareholders and not later than 11.30 a.m. on 20 August 2018 in the case of the Form of Proxy for the General Meeting of Preference Shareholders (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

If you hold Ordinary Shares or Preference Shares in CREST, you may appoint a proxy by completing and transmitting a CREST Proxy Instruction to the Company's Registrar (CREST participant ID 3RA50). Alternatively, you may give proxy instructions by logging onto www.euroclear.com and following the instructions. Proxies sent electronically must be sent as soon as possible and, in any event, so as to be received by not later than 11.00 a.m. in the case of the General Meeting of Shareholders or 11.30 a.m. in the case of the General Meeting of Preference Shareholders on 20 August 2018 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

The completion and return of a Form of Proxy (or the electronic appointment of a proxy) will not preclude you from attending and voting in person at the relevant General Meeting, or any adjournment thereof, if you wish to do so and are so entitled.

This document is a circular relating to the Disposal which has been prepared in accordance with the Listing Rules. This document has been approved by the FCA.

N M Rothschild & Sons Limited ("**Rothschild & Co**"), which is authorised and regulated in the UK by the FCA, is acting as sponsor and financial adviser exclusively for John Menzies and no one else in connection with the Disposal and will not regard any other person (whether or not a recipient of this document) as a client in relation to the Disposal and will not be responsible to anyone other than John Menzies for providing the protections afforded to clients of Rothschild & Co or for providing advice in relation to the Disposal or any other matter referred to herein.

Apart from the responsibilities and liabilities, if any, which may be imposed on Rothschild & Co by FSMA 2000 or the regulatory regime established thereunder, Rothschild & Co accepts no responsibility whatsoever and makes no representation or warranty, express or implied, for or in respect of the contents of this document, including its accuracy, completeness or verification or for any other statement made or purported to be made by it, or on its behalf, in connection with John Menzies, and nothing in this document is, or shall be relied upon, as a promise or representation in this respect, whether as to the past or future. Rothschild & Co accordingly disclaims, to the fullest extent permitted by law, all and any responsibility and liability, whether arising in tort, contract or otherwise (save as referred to above), which it might otherwise have in respect of this document or any such statement. Any reproduction or distribution of this document, in whole or in part, and any disclosure of its contents or use of any information contained in this document for any purpose other than considering the Disposal is prohibited.

The delivery of this document shall not imply that there has been no change in the Company's affairs or that the information set forth in this document is correct as at any date subsequent to the date hereof.

To the extent that any document or information incorporated by reference or attached to this document itself incorporates any document or information by reference, either expressly or impliedly, such document or information will not form part of this document, except where such document or information is stated within this document as specifically being incorporated by reference or where this document is specifically defined as including such document or information. Without prejudice to the documents or information incorporated by reference into this document, the contents of the website of John Menzies, and any website directly or indirectly linked to that website, do not form part of this document and should not be relied upon.

Dated: 30 July 2018

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Event	Expected time/date
Announcement of the Disposal	26 July 2018
Publication of this document	30 July 2018
Latest time and date for receipt of Forms of Proxy in respect of the General Meeting for Shareholders	11.00 a.m. on 20 August 2018
Latest time and date for receipt of Forms of Proxy in respect of the General Meeting for Preference Shareholders	11.30 a.m. on 20 August 2018
General Meetings	22 August 2018
Long-Stop Date	26 October 2018
Expected date for Completion of the Disposal	September 2018

Notes:

1. Future dates are indicative only and are subject to change by the Company, in which event details of any new times will be notified to the FCA and, where appropriate, to Shareholders.
2. References to times in this document are to London time.

DIRECTORS, COMPANY SECRETARY, REGISTERED OFFICE AND ADVISERS

Directors

Dr Dermot F. Smurfit
Forsyth Black
Giles Wilson
John Geddes
Paul Baines
Geoffrey Eaton
David Garman
Philipp Joeinig
Drusilla Maizey

Function

Chairman
President & Managing Director, Menzies Aviation
Chief Financial Officer
Corporate Affairs Director
Non-Executive Director
Non-Executive Director
Non-Executive Director
Non-Executive Director
Non-Executive Director

Group Company Secretary

John Geddes

Registered Office

2 Lochside Avenue
Edinburgh Park
Edinburgh
EH12 9DJ

Sponsor and Financial Adviser

N M Rothschild & Sons Limited
New Court
St Swithin's Lane
London
EC4N 8AL

Legal Adviser to John Menzies

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

Registrar

Computershare Investor Services PLC
The Pavilions
Bridgewater Road
Bristol
BS99 6ZZ

Auditor and Reporting Accountant to John Menzies

Ernst & Young LLP
144 Morrison Street
Edinburgh
EH3 8EX

GENERAL INFORMATION

1. INTRODUCTION

The contents of this document should not be construed as legal, business or tax advice. This document is for information only and nothing in this document is intended to endorse or recommend a particular course of action. Each Shareholder should consult their own legal, financial or tax adviser for legal, financial or tax advice (as appropriate).

2. FINANCIAL INFORMATION

Unless otherwise stated:

- a) financial information relating to John Menzies has been extracted without material adjustment from the audited consolidated financial statements of the Company; and
- b) financial information relating to Menzies Distribution Limited, unless otherwise stated, has been extracted without material adjustment from Part IV (*Financial Information of Menzies Distribution Limited*) of this document.

Unless otherwise stated, financial information in this document has been prepared in accordance with International Financial Reporting Standards and interpretations issued by the International Financial Reporting Interpretations Committee, published by the International Accounting Standards Board as adopted by the European Union, and is stated in pounds sterling.

In this document, any reference to '*pro forma*' financial information is to information which has been extracted without material adjustment from the unaudited *pro forma* financial information contained in Part V (*Unaudited Pro Forma Financial Information Relating to the Group*) of this document.

The unaudited *pro forma* financial information has been prepared for illustrative purposes only and, by its nature, addresses a hypothetical situation. It does not, therefore, represent the Group's actual financial position.

3. INFORMATION ON RISK FACTORS

The risk factors set out in Part II (*Risk Factors*) of this document are those material risk factors of which the Directors are aware. However, these should not be regarded as a complete and comprehensive statement of all potential risks and uncertainties relating to the Disposal. Additional risks and uncertainties that are not at present known to the Directors, or that the Directors currently deem immaterial, may also have a material and adverse effect on the Group's business, financial condition, results of operations and prospects.

4. NO PROFIT FORECAST

Unless otherwise stated, no statement in this document, or incorporated by reference into this document, is intended to constitute a profit forecast or profit estimate for any period, nor should any statement be interpreted to mean that earnings or earnings per share will necessarily be greater or less than those for the preceding or any other financial period.

5. FORWARD-LOOKING STATEMENTS

Certain statements contained in this document (including the information incorporated by reference into this document), and including those in Part II (*Risk Factors*), constitute "forward-looking statements". In some cases, these forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believe", "anticipate", "expect", "estimate", "intend", "aim", "plan", "predict", "continue", "assume", "positioned", "may", "will", "should", "shall", "risk" and other similar expressions that are predictions of or indicate future events and future trends or identify forward-looking statements. These forward-looking statements include all matters that are not current or historical facts. In particular, the statements regarding the intentions, beliefs or current expectations of the Board, the Company or the Group concerning, amongst other things, the operating results, financial condition, prospects, growth, strategies and dividend policy of the Company or the Group and the industry in which it operates are forward-looking statements.

Shareholders should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties and other factors that are in many cases beyond the control of John Menzies. By their nature, forward-looking statements involve risks and uncertainties because such statements relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not indicative of future performance; the actual results of operations and financial condition of the Group, and the development of the industries in which the Group operates, may differ materially from those made in or suggested by the forward-looking statements contained in, and/or the information and/or documents incorporated by reference into, this document. Important risk factors which could cause actual results to differ include, but are not limited to, general economic and business conditions, industry trends, competition and changes in business strategy and other risks, including those described in Part II (*Risk Factors*) of this document. The cautionary statements set out above should be considered in connection with any subsequent written or oral forward-looking statements that John Menzies, or persons acting on its behalf, may issue.

These forward-looking statements are not intended to provide any representations, assurances or guarantees as to future events or results. To the extent required by the Listing Rules, the Prospectus Rules, the Disclosure Guidance and other applicable regulation, John Menzies will update or revise the information in this document. Otherwise, John Menzies undertakes no obligation to update or revise any forward-looking statements or other information, and will not publicly release any revisions it may make to any forward-looking statements or other information that may result from events or circumstances arising after the date of this document. Shareholders should note that this section is not intended to qualify the statement as to working capital set out in section 11 of Part VIII (*Additional Information*) of this document.

6. MARKET DATA

Where information contained in this document has been sourced from a third party, John Menzies and the Directors confirm that such information has been accurately reproduced and, so far as they are aware and have been able to ascertain from information published by third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.

7. ROUNDING

Certain figures included in this document, and in the information incorporated by reference into this document, have been subject to rounding adjustments. Accordingly, discrepancies in tables between the totals and the sums of the relevant amounts is due to rounding.

8. TIME

References to times in this document are to London time.

9. DEFINITIONS

Capitalised terms used in this document have the meanings ascribed to them in Part IX (*Definitions*) of this document.

10. NO INCORPORATION OF WEBSITE

Neither the contents of the Company's website, nor of any website accessible via hyperlinks from the Company's website, are incorporated into, or form part of, this document and Shareholders and prospective investors should not rely on them.

PART I: LETTER FROM THE CHAIRMAN

JOHN MENZIES PLC

(Incorporated and registered in Scotland with registered number SC034970)

Board:

Dr Dermot F. Smurfit	Chairman
Forsyth Black	President & Managing Director, Menzies Aviation
Giles Wilson	Chief Financial Officer
John Geddes	Corporate Affairs Director
Paul Baines	Non-Executive Director
Geoffrey Eaton	Non-Executive Director
David Garman	Non-Executive Director
Philipp Joeinig	Non-Executive Director
Drusilla Maizey	Non-Executive Director

Registered Office:

2 Lochside Avenue
Edinburgh Park
Edinburgh
EH12 9DJ

30 July 2018

Dear Shareholders,

PROPOSED DISPOSAL OF MENZIES DISTRIBUTION LIMITED

PROPOSED NEW DIRECTORS' REMUNERATION POLICY AND ADOPTION OF THE JOHN MENZIES PLC VALUE CREATION PLAN

AND

NOTICES OF GENERAL MEETINGS

1. INTRODUCTION

On 26 July 2018, the Board of John Menzies announced that it had entered into a conditional agreement to sell the entire issued share capital of Menzies Distribution Limited, the main trading company and holding company in respect of Menzies Distribution, to investment funds managed by Endless. Under the terms of the Sale and Purchase Agreement, investment funds managed by Endless, through a newly formed company, Endless BidCo, will acquire the entire issued share capital of Menzies Distribution Limited for an enterprise value of £74.5 million on a cash and debt free basis, including the allotment and issue to John Menzies by Endless TopCo of B ordinary shares in its capital equal to 10 per cent. of its issued share capital (on a fully diluted basis).

On Completion, following adjustments for debt and debt-like items transferring with Menzies Distribution Limited, John Menzies will receive cash proceeds of approximately £49.5 million, which will be subject to post-Completion adjustments typical for a transaction of this nature.

The proposed Disposal creates a pure play global aviation services business that is operating in a structural growth market and marks the Group's exit from the market for print media and retail logistics.

The terms and conditions of the Disposal are contained in the Disposal Agreements which are summarised in Part III (*Principal Terms of the Disposal*) of this document. In view of its size in relation to John Menzies, the Disposal constitutes a Class 1 transaction (as defined in the Listing Rules) and will therefore require the approval of the Company's Shareholders. In order to approve the Disposal, Shareholders will need to vote in favour of the First Resolution at the General Meeting of Shareholders. In addition, the Company is also seeking approval of the Preference Shareholders of the Disposal. In order to approve the Disposal, Preference Shareholders will need to vote in favour of the Preference Shareholder Resolution at the General Meeting of Preference Shareholders.

In order to ensure that management incentives are aligned to the growth ambitions of the business as a pure play aviation services group, it is proposed that a new long term

incentive plan is adopted for the management team, conditional on the approval of the Disposal by Shareholders. The Board is proposing to introduce the VCP to replace the current LTIP for executive directors of the Company upon Completion of the Disposal. The VCP is intended to provide a strong incentive for the management team through providing a share in the upside value created for Shareholders and has a significant number of safeguard features to ensure that management are focused on creating sustainable value. The adoption of the VCP would require an amendment to the current Directors' Remuneration Policy. Resolutions to approve the amendments to the remuneration policy and the adoption of the VCP will be proposed at the General Meeting of Shareholders and these are both conditional on the passing of the resolutions proposed for the approval of the Disposal at the General Meetings.

The purpose of this document is to: (i) provide you with further details on the Disposal, including the background to and reasons for it; (ii) provide you with details of the proposed adoption of the 2018 Remuneration Policy; (iii) provide you with details of the proposed new VCP; (iv) explain why the Board considers the Disposal, the adoption of the 2018 Remuneration Policy and the VCP to be in the best interests of the Company and its Shareholders as a whole; and (v) convene the General Meetings to obtain, amongst other things, Shareholder approval for the Disposal.

The General Meeting of Shareholders to seek approval of the First, Second and Third Resolutions will take place at 11.00 a.m. on 22 August 2018 at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA. The notice convening the General Meeting of Shareholders is set out on pages 65 to 69 of this document. The General Meeting of Preference Shareholders to seek approval of the Preference Shareholder Resolution will take place at 11.30 a.m. (or as soon thereafter as the General Meeting of Shareholders concludes or adjourns) on 22 August 2018 at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA. The notice convening the General Meeting of Preference Shareholders is set out on pages 70 to 73 of this document. Explanation of the Resolutions is set out in sections 18 and 19 of this Part I (*Letter from the Chairman*) of this document. The Board unanimously recommends that you vote in favour of the Resolutions at the General Meetings.

2. BACKGROUND TO AND REASONS FOR THE DISPOSAL

The John Menzies Group has a long and proud history in print media distribution having led and shaped that market in the UK for over 150 years.

However, since entering the aviation services market in the mid 1990s and subsequently becoming an international player through the acquisition of Ogden Ground Services in 2000, the Group has increasingly focused on diversifying its business away from print media distribution as that market entered into a period of structural decline.

During this time, Menzies Distribution has been a contributor of capital to enable Menzies Aviation to grow rapidly and develop significant financial scale as a standalone business. Following the ASIG Acquisition in 2017, which transformed Menzies Aviation into a global leader in aviation services, and as the print media distribution market has continued to decline, the rationale for keeping both businesses within the John Menzies Group no longer applies.

As previously announced, the Board has, for some time, been focused on its strategic goal of creating a pure play aviation services business. The Disposal follows a detailed strategic review of the available options for Menzies Distribution Limited and John Menzies, including the potential combination with DX (Group) plc and a demerger of Menzies Distribution Limited into a separately listed company. The Disposal is the result of a full, comprehensively marketed and publicly announced competitive auction process.

The John Menzies Board believes the Disposal will:

- create a pure play, focused global leader in aviation services;
- allow the Retained Group to focus its management and capital resources entirely on expanding its position in the structurally growing aviation services market;
- remove the exposure of the Retained Group to the structurally declining print media market; and

- allow Menzies Distribution to pursue its own growth ambitions.

Whilst the Board acknowledges that the cash element of the consideration payable by Endless BidCo reflects the risks inherent in Menzies Distribution, the terms of the Disposal allow the Retained Group to benefit from any potential future upside value of Menzies Distribution under its new ownership through the retention of a 10 per cent. equity stake in the business going forward.

The John Menzies Board concludes that the Disposal achieves the Group's stated strategy to effect the separation of Menzies Aviation and Menzies Distribution, and that a sale on the announced terms of this transaction will make the Retained Group a materially more attractive investment proposition, creating significant value overall for Shareholders in the medium and long term.

3. PRINCIPAL TERMS OF THE DISPOSAL

Under the terms of the Sale and Purchase Agreement, investment funds managed by Endless, through a newly formed company, Endless BidCo, will acquire the entire issued share capital of Menzies Distribution Limited for an enterprise value of £74.5 million on a cash and debt free basis, including the allotment and issue to John Menzies by Endless TopCo of B ordinary shares in its capital equal to 10 per cent. of its issued share capital (on a fully diluted basis).

On Completion, following adjustments for debt and debt-like items transferring with Menzies Distribution Limited, John Menzies will receive cash proceeds of approximately £49.5 million, which will be subject to post-Completion adjustments typical for a transaction of this nature. Completion is conditional upon: (i) the approval of the Disposal by Ordinary Shareholders and by Preference Shareholders; (ii) the Disposal being approved by the Irish Competition and Consumer Protection Commission; and (iii) the transfer of the Acquisition Properties to Menzies Distribution Limited Group Companies. Further details of the Disposal and a summary of the principal terms of each of the Disposal Agreements are set out in Part III (*Principal Terms of the Disposal*) of this document.

4. INTRODUCTION TO AND HISTORY OF JOHN MENZIES

John Menzies was established in 1833 as a bookseller, stationer and print seller. The Company is now a logistics and support specialist with two operating divisions, Menzies Aviation, the parent company of which is Menzies Aviation plc, and Menzies Distribution, the parent company of which is Menzies Distribution Limited, operating in distinct but related business to business sectors where success depends on providing an efficient, high quality, time-critical service to customers and partners.

The Company was admitted to the London Stock Exchange in 1962 and at that time consisted of retail and logistics businesses. The main retail activities were divested during the 1990s and the first steps into the aviation services market were also taken at this time. In 2000, the Group acquired Ogden Ground Services, an international aviation services business which transformed Menzies Aviation from a UK-focused cargo handler to a comprehensive-service, international aviation services business. Since then, a drive to expand the Menzies Aviation services business has continued and subsequent growth has come through further acquisitions and organic growth.

Menzies Aviation is a leading global provider of passenger, ramp and cargo services, operating from 219 airports in 37 countries and is supported by a team of approximately 33,000 people. The combination of Menzies Aviation and ASIG in February 2017 created one of the largest aviation services businesses globally, substantially enhancing the Group's network and doubling the size of the Group's then existing North American operations whilst adding significant scale at major international gateways at the time. The ASIG Acquisition also significantly enhanced Menzies Aviation's product offering, principally through entry into the fuelling services market as ASIG is a leader in into-plane fuelling and fuel farm management in North America and the UK. ASIG is now successfully integrated into the Group and Menzies Aviation has performed well with many new contract wins in the 2017 financial year. In the 2017 financial year underlying operating profit before corporate costs increased by 72 per cent. from the 2016 financial year to

£58.8 million and turnover increased by 50 per cent. from the 2016 financial year to £1,302.2 million.

Menzies Aviation operates in a structural growth market. Its business is expected to be able to expand through the continuing trend for airlines to outsource services and also through general growth in the air passenger market, expected to be 4.7 per cent. per annum according to Boeing's Current Market Outlook 2017-2036. This outsourcing trend is also prevalent within the into-plane fuelling market where major oil companies are retrenching their position, which was also a central pillar behind the rationale for the ASIG Acquisition.

Following Completion, the key components of the Retained Group will be the businesses of Menzies Aviation operating in the following four markets: Ground Handling, Aircraft Fuelling, Cargo Handling and Cargo Forwarding.

5. MENZIES DISTRIBUTION LIMITED

Menzies Distribution operates one of the largest overnight logistics networks in the UK, providing final mile delivery and serving customers in the press, travel and third-party logistics sectors. The division employs approximately 3,700 people at 54 sites throughout the UK and the Republic of Ireland and distributes over 6.5 million newspapers and magazines each day, with deliveries to retailers in the UK and the Republic of Ireland.

Whilst Menzies Distribution's traditional customers originate in the print media supply chain and remain core to the business, Menzies Distribution has embarked on a diversification strategy in recent years to serve the fast growing e-commerce fulfilment sector, acting as a neutral consolidator for the UK's major parcel networks and a collection service for e-retail exporters. In 2017 it completed the buy-out of EM News Distribution (Ireland) Limited and EM News Distribution (NI) Limited from its joint venture partner Eason & Son Limited in Northern Ireland and the Republic of Ireland. This acquisition gave Menzies Distribution all-Ireland coverage and the Directors believe this places it in a strong position to offer a compelling proposition to publishers whilst also offering joined-up logistics services to new clients as it continues to seek new volume to put through its delivery network. In 2017 Menzies Distribution also acquired Gnewt Cargo Limited, a logistics business in Central London that is London's largest 100 per cent. commercial electric vehicle delivery company. Its integration has been completed and its base relocated into Menzies Distribution's existing London branch network.

During the 2017 financial year Menzies Distribution Limited delivered a stable performance with underlying operating profit before corporate costs of £25.9 million, in line with the 2016 financial year.

Whilst the decline in print media continues as expected, other areas of operation of Menzies Distribution offer good growth opportunities with the final mile delivery market continuing to grow driven by the continued significant growth in e-commerce. According to Mintel's Courier and Express Delivery UK 2017 report, 2.8 billion packages and parcels were delivered in 2016, representing an increase of 65 per cent. since 2012, a figure which is projected to increase a further 33 per cent. by 2021.

6. FINANCIAL EFFECTS OF THE DISPOSAL

As at 31 December 2017, John Menzies had consolidated net assets of £132.5 million (extracted without material adjustment from the 31 December 2017 audited financial statements of John Menzies). An unaudited pro forma statement of the net assets of the Group is set out, for illustrative purposes only, in Part V (*Unaudited Pro Forma Financial Information Relating to the Group*) of this document. As shown in that statement, the illustrative unaudited consolidated net assets of the Group as at 31 December 2017, on a pro forma basis and adjusted to reflect the Disposal as if Completion had occurred at that date, would have been £117.1 million.

As set out in the historical financial information set out in Part IV (*Financial Information of Menzies Distribution Limited*) of this document, in the financial year ended 31 December 2017, Menzies Distribution Limited delivered a stable performance with underlying operating profit, before corporate costs, of £25.9 million. The Disposal is expected to be dilutive to John Menzies' earnings per share.

Investors should read the whole of this document and not rely solely on summarised financial information in this section. Further financial information of the Group is contained in Part V (Unaudited Pro Forma Financial Information Relating to the Group) of this document.

7. RELATIONSHIP BETWEEN JOHN MENZIES AND MENZIES DISTRIBUTION LIMITED FOLLOWING THE DISPOSAL

Following Completion, John Menzies and Menzies Distribution Limited will each operate as independent companies with their own management teams and boards of directors.

On or before Completion, it is expected that a limited number of the intra-group commercial arrangements that currently exist between Menzies Distribution and the rest of the Retained Group will be formalised and/or amended to ensure that, following Completion, such arrangements are on appropriately documented arm's length terms. This will entail, amongst other things, Menzies Distribution Limited and John Menzies entering into a Transitional Services Agreement pursuant to which John Menzies will provide Menzies Distribution Limited with the use of, or access to, certain resources that will be retained by John Menzies and Menzies Aviation as at Completion. Menzies Distribution Limited, John Menzies, Endless BidCo, Endless TopCo and Endless, amongst others, will also enter into an Investment Agreement pursuant to which the rights and obligations of the shareholders of Endless TopCo will be regulated. An overview of the key provisions of each of the Transitional Services Agreement and the Investment Agreement is set out in Part III (*Principal Terms of the Disposal*) of this document.

8. SUMMARY FINANCIAL INFORMATION OF MENZIES DISTRIBUTION LIMITED

Menzies Distribution Limited's combined revenue and underlying operating profit for the financial years ended 31 December 2015, 31 December 2016 and 31 December 2017 and net assets as at 31 December 2017 are set out in the table below. The financial information has been prepared on the basis set out in Part IV (*Financial Information of Menzies Distribution Limited*) of this document. Menzies Distribution has not in the past constituted a separate legal group within the Group and has not previously prepared or reported any combined or consolidated financial information. The results of Menzies Distribution Limited as presented might have been different had Menzies Distribution Limited and the Menzies Distribution Limited Group Companies operated as a separate group from 1 January 2015.

Summary financial information on Menzies Distribution Limited

Income statement

	Year ended 31 December 2017 £m unaudited	Year ended 31 December 2016 £m unaudited	Year ended 31 December 2015 £m unaudited
Revenue	1,186.9	1,139.1	1,171.2
Underlying operating profit	25.9	25.9	26.3

Balance sheet information

	As at 31 December 2017 £m unaudited
Net assets	75.7

The historical financial information of Menzies Distribution Limited for the years ended 31 December 2015, 31 December 2016 and 31 December 2017 is set out in Part IV (*Financial Information of Menzies Distribution Limited*) of this document.

Investors should read the whole of this document and not rely solely on summarised financial information in this section. Further financial information of Menzies Distribution Limited is contained in Part IV (*Financial Information of Menzies Distribution Limited*) of this document.

9. INFORMATION ON ENDLESS

Endless, which was established in December 2005, is a UK-based private equity fund manager with offices in Leeds, Manchester and London.

Endless is currently investing its fourth fund of £525 million and focuses primarily on supporting buy-outs, non-core acquisitions from larger groups, turnarounds and financial restructurings. Endless' investors consist of blue chip US and European institutions and include top universities, philanthropic organisations, endowment funds and medical institutions. Endless typically invests up to £75 million per investment across a broad range of sectors in businesses with turnover of up to £1.5 billion.

Endless has won widespread recognition for the speed, flexibility and deliverability of its approach. Once invested, Endless is a pro-active, hands-on investor, working in partnership with management teams to successfully drive business improvement.

Endless is authorised and registered by the FCA (with registered number 474096).

10. PENSIONS

On 30 June 2017 the John Menzies Pension Scheme was sectioned into two: Section B, equating to approximately 17 per cent. of the assets and liabilities of the John Menzies Pension Scheme ("**Section B**"), was sectioned within the main John Menzies Pension Scheme with only Menzies Distribution Limited as the participating employer; and Menzies Distribution Limited was removed from the remaining John Menzies Pension Scheme, covering 83 per cent. of the assets and liabilities of the John Menzies Pension Scheme ("**Section A**"), as a participating employer. The membership of Section B comprises solely pensioner members whereas the membership of Section A comprises pensioner members and current employees and former employees who are yet to draw their pension. Menzies Distribution Limited will continue to be the statutory employer in relation to Section B after Completion.

The Trustee entered into the PIC Contract on 6 June 2018 pursuant to which, in exchange for the assets of Section B, PIC has undertaken to provide cash flows to Section B that match the pension benefits being paid to members of Section B. As part of these arrangements, PIC has agreed that the Trustee can pay £15.0 million of its total premium over five years, repayable in quarterly instalments at an interest rate of 3.25 per cent. per annum. The Trustee has the option to move to a buy-out of all of the pension liabilities of Section B with PIC once all of the repayments have been settled. The funding of the repayments is to be met by cash payments by Menzies Distribution Limited to Section B, as detailed in a revised Section B schedule of contributions and in the PIC Contract. The Company has provided some limited mitigation to the Trustee over the cash payments by Menzies Distribution Limited to Section B. The Board believes there is unlikely to be any future cost to John Menzies as a result.

On the basis of International Accounting Standard 19 and as at 31 December 2017, the deficit for the John Menzies Pension Scheme was in aggregate £49.5 million, of which £42.5 million related to Section A and £7.0 million related to Section B.

It has been agreed between John Menzies and the Trustee that, as part of the Disposal, John Menzies will provide Section A with £10.0 million, settled in cash, as an additional payment over and above its existing agreed deficit funding plan and that Menzies Distribution Limited will continue to be the statutory employer in relation to Section B after Completion. Endless BidCo has separately provided the Trustee with various assurances regarding the structure of the Disposal and its future intentions in respect of Menzies Distribution Limited.

11. CONSIDERATION FOR THE DISPOSAL AND USE OF PROCEEDS

As detailed in section 3 of this Chairman's Letter, Endless BidCo intends to acquire the entire issued share capital of Menzies Distribution Limited for an enterprise value of

£74.5 million, on a cash and debt free basis, including the allotment and issue to John Menzies by Endless TopCo of B ordinary shares in its capital equal to 10 per cent. of its issued share capital (on a fully diluted basis). Following adjustments for debt and debt-like items transferring with Menzies Distribution Limited, proceeds of approximately £49.5 million will be paid in cash at Completion, which will be subject to post-Completion adjustments typical for a transaction of this nature.

The net proceeds of the Disposal will provide John Menzies with additional working capital and capital resources to maintain an appropriate level of gearing following Completion. As noted in section 10 of this Part I (*Letter from the Chairman*), it has been agreed between John Menzies and the Trustee that, as part of the Disposal, John Menzies will provide Section A with £10.0 million, settled in cash, as an additional payment over and above its existing agreed deficit funding plan and that Section B will be transferred along with Menzies Distribution Limited to Endless BidCo. After this payment, John Menzies is expected to have a net debt position of approximately 2x historical standalone Menzies Aviation EBITDA, which the Board believes is an appropriate balance sheet position to allow John Menzies to execute its strategy and growth plans for the future.

12. JOHN MENZIES PLC VALUE CREATION PLAN

John Menzies has undergone a significant transformation over the last two years. Following the Disposal, the Directors believe that John Menzies will be a pure play, focused global leader in aviation services. This is a high growth, high return market and it is important that long term incentive arrangements are aligned to the Retained Group's strategy, with management incentivised and focused on the opportunities ahead to create significant value for Ordinary Shareholders. Against that background, it is proposed to adopt a VCP for executive directors and other senior managers.

The Remuneration Committee believes that the VCP will provide a strong incentive for the management team, motivating them to use shareholder capital effectively within the business and to create tangible value and material returns to Ordinary Shareholders going forward. The VCP would provide the management team with a share in the upside value created for Ordinary Shareholders. In developing the VCP the Remuneration Committee has been conscious of balancing the needs of all stakeholders and achieving the balance between having a strongly motivational incentive plan, while ensuring that the safeguards are aligned to sustainable value creation and the values of John Menzies.

Full details of the VCP are detailed in Part VI (*John Menzies plc Value Creation Plan*) of this document.

13. 2018 REMUNERATION POLICY

A new remuneration policy, in the form set out in Part VII (*2018 Remuneration Policy*) of this document ("**2018 Remuneration Policy**"), is proposed for Ordinary Shareholder approval at the General Meeting of Shareholders. The 2018 Remuneration Policy will be adopted in substitution for the Directors' Remuneration Policy approved at the Company's 2017 Annual General Meeting. The differences between the 2018 Remuneration Policy and the current Directors' Remuneration Policy are as follows:

- the inclusion of the VCP;
- consequential amendments to reflect the inclusion of the VCP;
- the increase to shareholding guidelines from 100 per cent. to 200 per cent. of salary;
- the removal from the "policy table" of the BCIP and SMP to reflect that these have been removed from the Directors' Remuneration Policy from 1 January 2018, although existing awards under the BCIP and SMP may be satisfied in accordance with their terms and the relevant directors' remuneration policy in place when they were granted; and
- the removal from the "policy table" of the LTIP to reflect that from the date of adoption of the 2018 Remuneration Policy no further LTIP awards will be made to executive directors, although existing awards under the LTIP may be satisfied in accordance with their terms and the relevant directors' remuneration policy in place when they were granted.

14. CURRENT TRADING AND FUTURE PROSPECTS

On 13 March 2018 John Menzies announced its final results for the financial year ended 31 December 2017. The following update on the current trading and prospects of the Group has been extracted without material amendment from that announcement:

“2018 has started well. Menzies Aviation is trading ahead of last year, even after accounting for the impact of the upside of the extra month of trading from the ASIG acquisition and year on year foreign exchange headwinds. Underlying volumes are strong, synergy benefits are being realised and contract win momentum continues. Across the network, our commercial and business development teams are busy pursuing many opportunities to grow the business both organically and through acquisition, whilst also pursuing the many exciting opportunities available with the into-plane fuelling and fuel farm management markets.

Trading at Menzies Distribution is in line with our expectations and the sale process for the division continues to plan.

The Board is focused on creating a global pure play aviation services business and is excited by the opportunities that presents. We are a very well placed, well-funded Group operating in a structural growth market and we look to the future with confidence.”

On 18 May 2018 and ahead of its annual general meeting, John Menzies provided a further trading update for the first four months of the year from 1 January 2018 to 30 April 2018. The following update on the current trading and prospects of the Group has been extracted without material amendment from that announcement:

“The positive start to the year highlighted in March has continued and the Group continues to trade ahead of last year.

Overall, at Menzies Aviation, trading across the division has generally been positive with strong cargo volumes continuing to prevail, ground handling and fuelling volume in line with expectations and continuing positive contract momentum.

In North America, we have successfully added a number of into-plane fuelling contracts where we are driving innovation and implementing new technologies that aid productivity and benefit our airline customers. Operations continue to be impacted by marketwide labour issues which are holding back returns in this region but we are working with airlines and airport authorities to tackle these issues. In the EMEA region we have successfully started operations in Dublin for IAG owned airlines and Icelandair. In line with our strategy to deepen our product offering we completed a deal to acquire the trade and assets of Airline Services, primarily a UK based de-icing business, strengthening and broadening our service offering in the UK market and taking our operations into four new airports. Within Oceania and South East Asia, cargo volumes have been strong and we have won the business of Vietnam Airlines which has helped to offset volume lost late in 2017. Our cargo forwarding business, AMI, is trading strongly and we believe the business has strong growth prospects.

Overall, we continue to review and prioritise a number of new business opportunities and we believe that with our broad service offering and geographical spread we are well placed to take advantage of the new exciting opportunities that exist within our growing marketplace.

Menzies Distribution is trading positively. Within the print media category sales decline is 5% against the same period last year, with newspaper volume in line with expectations but magazines trading better than forecast. Cost saving initiatives are delivering against plan and we continue to make progress with our new revenue initiatives where we are seeking to optimise our existing assets during daylight hours.

As detailed in our final results a sale process for Menzies Distribution is in progress, this process is taking longer than we anticipated but we remain fully engaged with a number of potential buyers. We remain hopeful that we will be able to reach a satisfactory conclusion and will update shareholders at the appropriate time.

Looking ahead, excluding the impact of previously flagged weaker foreign currency, the Group continues to be on track and the Board is confident of achieving its full year projections.”

By way of further update, Menzies Aviation continues to trade positively and the Company remains on track to deliver its full year expectations. Labour issues within North America continue to prevail but are being addressed and are more than offset by positive trading and continuing contract gain momentum across the rest of the network. Overall Group net debt is in line with the Company's expectations.

15. BOARD CHANGES

Following Completion, the Retained Group will revert to a more standard executive structure for John Menzies. Accordingly, Forsyth Black, currently President & Managing Director, Menzies Aviation, will be appointed Chief Executive Officer of John Menzies and he will be supported by Giles Wilson, Chief Financial Officer, and John Geddes, Corporate Affairs Director & Group Company Secretary.

16. DIVIDEND POLICY

The Board recognises the importance of regular semi-annual dividends to Shareholders. The Board paid an interim dividend of 6.0 pence per Ordinary Share for the half year ended 30 June 2017 and a final dividend of 14.5 pence per Ordinary Share for the financial year ended 31 December 2017, giving a total of 20.5 pence per Ordinary Share for the year, up 11 per cent. on the previous financial year.

It is the Board's current intention to at least maintain the interim and full year dividend in line with last financial year. Going forward, John Menzies will look to maintain a progressive dividend policy with dividend cover between two and three times.

17. RISK FACTORS

Shareholders should consider in full the risk factors set out in Part II (*Risk Factors*) of this document.

18. GENERAL MEETING OF SHAREHOLDERS

A notice convening the General Meeting of Shareholders of John Menzies, to be held at 11.00 a.m. on 22 August 2018 at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA, is detailed on pages 65 to 69 of this document. If you are a Shareholder, a Form of Proxy to be used in connection with the General Meeting of Shareholders is enclosed. The purpose of the General Meeting of Shareholders is to seek approval of the Shareholders of the First Resolution and the Ordinary Shareholders of the Second and Third Resolutions. The First, Second and Third Resolutions will each be proposed as ordinary resolutions.

The First Resolution proposes that the Disposal be approved and that the Directors be authorised to take all steps and enter into all agreements and arrangements necessary or desirable to implement the Disposal. All Shareholders will be able to vote on this First Resolution. Only Ordinary Shareholders will be able to vote on the Second Resolution and Third Resolution.

The Second Resolution invites Ordinary Shareholders to approve the 2018 Remuneration Policy, as set out in Part VII (*2018 Remuneration Policy*) of this document, and is conditional on the passing of the First Resolution and the Preference Shareholder Resolution. The 2018 Remuneration Policy sets out the Company's forward-looking policy on directors' remuneration, including payments to directors for loss of office.

Ordinary Shareholders last approved the Directors' Remuneration Policy at the 2017 Annual General Meeting. The Directors now seek approval of Ordinary Shareholders of the 2018 Remuneration Policy in accordance with the Companies Act. This will be adopted in substitution for the Directors' Remuneration Policy approved at the 2017 Annual General Meeting. The Second Resolution is conditional on the passing of the First Resolution and the Preference Shareholder Resolution. The vote will be binding and, if the 2018 Remuneration Policy set out in this document is approved, it will come into effect at the end of the General Meeting of Shareholders.

If the 2018 Remuneration Policy set out in this document is approved and remains unchanged, it will be valid for three years without the need for further Ordinary Shareholder approval. If the Company wishes to change the 2018 Remuneration Policy, it

will need to put any revised policy to a vote again before it can be implemented. If the 2018 Remuneration Policy is not approved, the Company will, if and to the extent permitted by the Companies Act, continue to make payments to directors in accordance with existing arrangements approved by Ordinary Shareholders at the 2017 Annual General Meeting.

Subject to Ordinary Shareholders approving the Second Resolution, the Third Resolution invites Ordinary Shareholders to approve the rules of the VCP (the principal features of which are summarised in Part VI (*John Menzies plc Value Creation Plan*) of this document).

The First, Second and Third Resolutions at the General Meeting of Shareholders will be voted on by poll.

19. GENERAL MEETING OF PREFERENCE SHAREHOLDERS

A notice convening the General Meeting of Preference Shareholders of John Menzies, to be held at 11.30 a.m. on 22 August 2018 (or as soon thereafter as the General Meeting of Shareholders concludes or adjourns) at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA, is detailed on pages 70 to 73 of this document. If you are a Preference Shareholder, a Form of Proxy to be used in connection with the General Meeting of Preference Shareholders is enclosed. The purpose of the General Meeting of Preference Shareholders is to seek approval of the Preference Shareholders of the Preference Shareholder Resolution. The Preference Shareholder Resolution will be proposed as a special resolution.

The Preference Shareholder Resolution proposes that the Disposal be approved and that the Directors be authorised to take all steps and enter into all agreements and arrangements necessary or desirable to implement the Disposal.

The Preference Shareholder Resolution is being sought by the Company due to provisions in the Company's articles of association which provide that a sale of the Company's undertaking or a substantial part thereof would amount to an alteration of the rights of the Preference Shareholders. Such alteration would require approval of the Preference Shareholders by special resolution at a separate general meeting. The position of the Disposal under these provisions in the articles of association is not definitive and, accordingly, the Board is seeking approval of the Disposal from the Company's Preference Shareholders as a precautionary measure, but reserves its position on the application of the articles of association in this regard.

The General Meeting of Preference Shareholders will require a quorum of two or more persons present in person or by proxy, together holding not less than one third in nominal value of the Preference Shares, provided that if the initial General Meeting of Preference Shareholders is adjourned through lack of quorum, the quorum at such adjourned meeting will be one individual holding Preference Shares (whatever the number of Preference Shares held by them). Any such adjournment will be for a period of not less than 10 clear days nor more than 28 clear days.

The Preference Shareholder Resolution at the General Meeting of Preference Shareholders will be voted on by poll.

20. ACTION TO BE TAKEN

If you are an Ordinary Shareholder, you will find enclosed a Form of Proxy for use at the General Meeting of Shareholders. If you are a Preference Shareholder, you will find enclosed two Forms of Proxy for use at the General Meetings. Whether or not you intend to be present at the General Meetings, please complete and sign the relevant Form of Proxy accompanying this document, in accordance with the instructions printed on it, and return it to the Company's Registrar, Computershare Investor Services PLC, at The Pavilions, Bridgwater Road, Bristol, BS99 6ZY, as soon as possible and, in any event, so as to be received by Computershare Investor Services PLC not later than 11.00 a.m. on 20 August 2018 in the case of the Form of Proxy for the General Meeting of Shareholders and not later than 11.30 a.m. on 20 August 2018 in the case of the Form of Proxy for the General Meeting of Preference Shareholders (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting).

Completion and return of a Form of Proxy will not preclude you from attending the relevant General Meeting and voting in person if you so wish.

As an alternative to completing and returning the Form of Proxy, you may submit your Form of Proxy electronically at www.investorcentre.co.uk/eproxy. For security purposes, you will need the Control Number, Shareholder Reference Number and PIN which are detailed on your Form of Proxy. Electronic proxies must be received no later than 48 hours before the General Meeting.

If you have any questions about this document, the General Meeting or the Resolutions, or are in any doubt as to how to complete your Form of Proxy or appoint a proxy electronically, please call the Company's Registrar on 0370 7036303. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the UK will be charged at the applicable international rate. The helpline is open between 8.30 a.m. and 5.30 p.m., Monday to Friday, excluding public holidays in England and Wales. Please note that the Company's Registrar cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

21. ADDITIONAL INFORMATION

Your attention is drawn to the further information contained in Parts II (*Risk Factors*) to Part VIII (*Additional Information*) and the definitions in Part IX (*Definitions*) of this document. Please note that the information contained in this Part I (*Letter from the Chairman*) of this document is not a substitute for reading the remainder of this document and the information incorporated by reference into it.

22. DIRECTORS' RECOMMENDATION

The Board has received financial advice from Rothschild & Co in relation to the Disposal. In providing financial advice to the Board, Rothschild & Co has relied upon the Board's commercial assessment of the Disposal.

The Board considers the Disposal and the Resolutions to be in the best interests of the Company and its Shareholders as a whole and unanimously recommends that Shareholders vote in favour of the Resolutions to be proposed at the General Meetings, as the Directors intend to do in respect of their own entire legal and beneficial holdings of Ordinary Shares amounting (as at 27 July 2018, being the latest practicable date prior to publication of this document) to an aggregate of 668,082 Ordinary Shares, representing approximately 0.79 per cent. of the Ordinary Shares in issue.

The Company has received confirmations of intention to vote in favour of the Resolutions to be proposed at the General Meeting of Shareholders from certain Ordinary Shareholders representing, in aggregate, approximately 33 per cent. of the Ordinary Shares in issue, comprising irrevocable undertakings in respect of an aggregate of 12,501,866 Ordinary Shares, representing approximately 15 per cent. of the Ordinary Shares in issue, and non-binding letters of intent in respect of an aggregate of 15,074,921, representing approximately 18 per cent. of the Ordinary Shares in issue (as at 25 July 2018, being the latest practicable date prior to the date of this document).

Yours sincerely

Dr Dermot F. Smurfit
Chairman

PART II: RISK FACTORS

The following risk factors, which the Directors believe include all known material risks, should be carefully considered by Shareholders, together with all information included or incorporated by reference into this document, when deciding what action to take in relation to the Disposal. If any, or a combination, of the following risks actually occurs, the business, financial condition, results of operations or prospects of the Group could be materially and adversely affected.

These risks should not be regarded as a complete and comprehensive statement of all potential risks and uncertainties. The risks described below are based on information known at the date of this document, but may not be the only risks to which the Group is or might be exposed in connection with the Disposal. Additional risks and uncertainties, that are currently unknown to John Menzies or John Menzies does not currently consider to be material, may materially affect the business of the Group and could have material adverse effects on the business, financial condition, results of operations and prospects of the Group. In such event, the market price of the Ordinary Shares could decline and Shareholders could lose all or part of their investment in such Ordinary Shares.

1. MATERIAL RISKS RELATED TO THE DISPOSAL TAKING PLACE

Completion is subject to a number of conditions that may not be satisfied or waived

Completion of the Disposal is conditional upon: (i) approval of the Disposal by Shareholders through the passing of the First Resolution and by Preference Shareholders through the passing of the Preference Shareholder Resolution by the Long-Stop Date; (ii) the Disposal being approved by the Irish Competition and Consumer Protection Commission; and (iii) the transfer of the Acquisition Properties to Menzies Distribution Limited Group Companies. If the First Resolution and the Preference Shareholder Resolution are approved prior to the Long-Stop Date (or such later time as John Menzies and Endless BidCo may agree) and the Disposal is approved by the Irish Competition and Consumer Protection Commission and the Acquisition Properties are transferred to Menzies Distribution Limited Group Companies, the Company will be contractually obliged to proceed to Completion unless the Sale and Purchase Agreement is otherwise terminated in accordance with its terms.

In the event that: (i) the First Resolution and the Preference Shareholder Resolution are not approved at general meetings of the Company by the Long-Stop Date (or such later time as John Menzies and Endless BidCo may agree); or (ii) the Disposal is not approved by the Irish Competition and Consumer Protection Commission; or (iii) the Acquisition Properties are not transferred to the Menzies Distribution Limited Group Companies, the Sale and Purchase Agreement will automatically terminate. If the Disposal does not complete, the Company will not receive the cash proceeds from the Disposal, and will forgo the other benefits of the Disposal, as detailed in Part I (*Letter from the Chairman*) of this document.

Exposure to liabilities under the Sale and Purchase Agreement

The Sale and Purchase Agreement contains certain warranties and indemnities from John Menzies in favour of Endless BidCo. If John Menzies should incur liabilities under any of these warranties and/or indemnities, the costs of such liabilities could have an adverse effect on its business, financial condition, results of operations and prospects. John Menzies' liability under the warranties and indemnities in the Sale and Purchase Agreement is subject to financial caps and time limitations. Further details of the Sale and Purchase Agreement, including the warranties and indemnities and the limitations on John Menzies' liability in respect thereof, are set out in Part III (*Principal Terms of the Disposal*) of this document.

The Company may not realise the perceived benefits of the Disposal

The Board is of the opinion that the Disposal is in the best interests of its Shareholders as a whole and supports the Group's strategic objectives, as described in section 2 of Part I (*Letter from the Chairman*) of this document. Accordingly, if the Disposal does not complete the Company will not receive the cash proceeds from the Disposal and consequently the costs incurred by the Company in connection with the Disposal would

not be offset by such cash proceeds. In addition, the market's perception of a failed Completion could result in a negative impact on the Company's Ordinary Share price.

If the Disposal does not complete, there could also be no assurance that the Company would be able to dispose of Menzies Distribution at a later date, in favourable or equivalent market circumstances, or to dispose of Menzies Distribution at all.

2. RISKS RELATING TO THE RETAINED GROUP

Business separation

The process of separating Menzies Distribution from the Group will involve the separation of a number of business systems. On or prior to Completion, John Menzies and Menzies Distribution Limited will enter into a Transitional Services Agreement pursuant to which: (i) John Menzies will provide Menzies Distribution Limited with the use of or access to certain resources that will be retained by John Menzies as at Completion; and (ii) Menzies Distribution Limited will provide John Menzies with certain services from Completion. Further details of the Transitional Services Agreement are set out in section 2 of Part III (*Principal Terms of the Disposal*) of this document.

John Menzies will enter into the Transitional Services Agreement and as a result the Retained Group could incur costs in fulfilling its obligations under these arrangements. There may also be a negative impact on the functioning of John Menzies' business as a result of this separation process.

John Menzies' operations will be more dependent on its retained businesses

John Menzies' performance will be dependent on the performance of the Retained Group and will therefore be more exposed to the risks within those businesses with less benefit of diversification.

Following Completion, the Retained Group will be smaller and less diverse than the current Group. Menzies Distribution Limited currently generates revenues and profits from a wide range of customers in a market distinct from those in which Menzies Aviation operates. Any deterioration in the Retained Group's industry will have a more pronounced negative effect on the Retained Group's business, financial condition, results of operations and prospects than before Completion and the resulting loss of diversification of the business.

Potentially disruptive effect on the Group if the Disposal does not complete

The Board believes that the Disposal is in the best interests of Shareholders taken as a whole. If the Disposal does not complete, the realisable value of Menzies Distribution to John Menzies may be lower than can be realised by way of the Disposal.

To maintain Shareholder value, John Menzies may be required to allocate additional time and resources to the ongoing supervision and development of Menzies Distribution. This may limit the management and financial resources available to the rest of the Group. There may also be uncertainty for customers of Menzies Distribution as to John Menzies' future intentions for Menzies Distribution. John Menzies has also incurred other costs in relation to the Disposal and preparation for the separation of Menzies Distribution from the Retained Group and some of these will be incurred, irrespective of whether or not the Disposal proceeds.

The above risks may adversely affect the Retained Group's future prospects and its overall operational and financial performance.

The Group is operating in challenging market conditions, characterised by relatively short periods of volatility and extended periods of subdued market activity. The sentiments of the stock market regarding the Disposal may cause additional volatility in the share price of John Menzies

The value of an investment in the Group may go down as well as up and can be highly volatile. The price at which the Ordinary Shares may be quoted and the price at which investors may realise their Ordinary Shares will be influenced by a large number of factors, some specific to the Group and its operations and some which may affect the aviation industry as a whole, other comparable companies or publicly traded companies as a whole. The sentiments of the stock market regarding the Disposal will be one such

factor and this, together with other factors, including the actual or anticipated fluctuations in the financial performance of the Group and its competitors, market fluctuations, and legislative or regulatory changes in the aviation industry, could lead to the market price of the Ordinary Shares going up or down.

The Retained Group may face large liability claims that could have a material adverse effect on its business, prospects, results of operations and financial position, and against which the Retained Group may not be fully insured

Various incidents have previously occurred, and may occur in the future, that could result in claims for personal injury, death or property damage (for example, fire caused by ground support equipment attached to or near an aircraft; operating machinery being faulty or operating procedures being deficient; or leaks of hazardous substances during fuelling). In addition, there are factors beyond the Retained Group's control that could lead to liability claims including, without limitation, an aircraft damage incident; in respect of the reliability and skills of the operators of Menzies Aviation's customers' aircraft; policies in respect of operating machinery not being followed by employees; and fuel quality problems or mis-fuelling with the wrong type of fuel, resulting in damage to or loss of an aircraft.

The Group has obtained, and the Retained Group will continue to obtain, insurance coverage to mitigate the above types of liabilities and monitors any incidents that occur on its sites to allow it to respond to any such events or incidents promptly. However, insurance coverage is subject to deductibles and maximum coverage amounts and any liability not covered by insurance could require the Retained Group to dedicate a substantial portion of cash flows to make payments on these liabilities. Furthermore, the Retained Group may suffer reputational damage and/or incur significant expenses in the course of defending any such claims. These potentialities could, in turn, have a material adverse impact on the Retained Group's business, prospects, financial condition and/or results of operations. In addition, adequate insurance may not be available in the future or may be available only on unacceptable terms, which may also have a material adverse impact on the Retained Group's business, prospects, financial condition and/or results of operations.

The ability of John Menzies to pay dividends is not guaranteed

Under UK company law, a company can only make distributions (including cash dividends) to the extent that it has distributable reserves (and cash) available for this purpose. As a holding company whose only principal assets are its shares in and loans due by its subsidiaries, John Menzies' ability to make such distributions to Shareholders in the future is affected by a number of factors including, principally, its ability to generate distributable reserves and to receive sufficient cash dividends, loan repayments, interest and other cash flows from its subsidiaries. The payment of dividends or any cash amounts to John Menzies by its subsidiaries is, in turn, subject to restrictions, including applicable local law, local regulatory requirements and other restrictions including, but not limited to, regulatory capital requirements and applicable tax laws and the existence of sufficient distributable reserves and cash in John Menzies' subsidiaries. John Menzies' loan arrangements may, in certain circumstances, restrict the ability of John Menzies to pay dividends. Such laws and restrictions could limit the payment of dividends and distributions to John Menzies by its subsidiaries and restrict Menzies' ability to fund other operations or to pay a dividend to Ordinary Shareholders. Moreover, John Menzies may elect to reduce or forgo dividend payments as a means of maintaining or enhancing its capital position.

PART III: PRINCIPAL TERMS OF THE DISPOSAL

The following is a summary of the principal terms of the agreements entered or to be entered into in connection with the Disposal.

1. SALE AND PURCHASE AGREEMENT

John Menzies and Endless BidCo entered into a conditional Sale and Purchase Agreement dated 26 July 2018 governing the terms and conditions of the Disposal. The Disposal has been structured as an acquisition by Endless BidCo of the entire issued share capital of Menzies Distribution Limited which is the holding company of Menzies Distribution.

The Sale and Purchase Agreement provides that, subject to the satisfaction of certain conditions, Endless BidCo will acquire the entire issued share capital of Menzies Distribution Limited for an enterprise value of £74.5 million on a cash and debt free basis, including the allotment and issue of fully paid B ordinary shares in Endless TopCo representing 10 per cent. of its issued share capital (on a fully diluted basis).

(a) Sale and purchase

Endless BidCo is under an obligation to purchase, and John Menzies is under an obligation to sell, the entire issued share capital of Menzies Distribution Limited. The Sale Shares (as defined in the Sale and Purchase Agreement) will be sold free from encumbrances.

(b) Cash consideration

Following adjustments for debt and debt-like items transferring with Menzies Distribution Limited, proceeds of approximately £49.5 million will be paid in cash at Completion, which will be subject to post-Completion adjustments typical for a transaction of this nature.

(c) Conditions precedent and Completion

The Sale and Purchase Agreement is conditional on: (i) the Disposal being approved by the Shareholders of John Menzies passing the First Resolution and the Preference Shareholder Resolution; (ii) the Disposal being approved by the Irish Competition and Consumer Protection Commission; and (iii) the transfer of the Acquisition Properties to Menzies Distribution Limited Group Companies.

If any condition has not been satisfied on or before the Long-Stop Date, or such later date as the parties may agree, the Sale and Purchase Agreement will terminate and cease to have effect.

(d) Conduct of business

In respect of the period between and including the date of signing of the Sale and Purchase Agreement and the earlier of Completion and the Long-Stop Date, John Menzies has provided customary undertakings to Endless BidCo in relation to the conduct of Menzies Distribution, including restrictions on: (i) acting outside the ordinary course of business; and (ii) making any material changes to the nature of Menzies Distribution.

(e) Termination rights

The Sale and Purchase Agreement contains a termination right in favour of Endless BidCo allowing it to terminate the Sale and Purchase Agreement in the case of an unremedied breach by John Menzies of the provisions relating to the undertakings referred to in section 1(d) of this Part III (*Principal Terms of the Disposal*) above.

(f) Protective covenants

The Sale and Purchase Agreement contains certain customary restrictions (subject to certain exceptions) on John Menzies, for a period of 24 months from the date of signing the Sale and Purchase Agreement, which restrict it from operating an overland mail, courier or distribution business in the UK or the Republic of Ireland, from soliciting certain Menzies Distribution Limited customers (for the purposes of a business that competes with Menzies Distribution Limited) and from soliciting or employing any senior employees of Menzies Distribution Limited.

(g) Warranties and Indemnities

The Sale and Purchase Agreement contains customary warranties (subject to customary limitations) granted by John Menzies that are normal for this type of transaction (including those based on the outcome of the due diligence exercise undertaken by Endless). A limited selection of these warranties (relating to: (i) the capacity of John Menzies to effect the Disposal; and (ii) ownership of the shares in Menzies Distribution Limited and the Menzies Distribution Limited Group Companies) will be repeated at Completion. Any warranty claims to be brought under the Sale and Purchase Agreement are subject to customary limitations, including a *de minimis*, an aggregate claims threshold, an overall financial liability cap and time limits for bringing a claim.

John Menzies has also agreed to provide specific indemnification (subject to certain financial and time limitations) to Endless BidCo in respect of certain risks identified by Endless during its due diligence exercise. John Menzies is also providing a customary tax covenant in respect of any pre-Completion tax liabilities of Menzies Distribution Limited and the Subsidiaries.

The aggregate liability of John Menzies for both warranty claims, tax claims and indemnity claims is, subject to certain limited exceptions, capped at £20 million.

(h) Properties

As part of the agreed terms of the Disposal, John Menzies has also agreed to transfer a portfolio of eight properties currently owned by the John Menzies Group to Menzies Distribution Limited Group Companies. This portfolio of properties comprises six freehold properties (located at Weybridge, Ipswich, Norwich, Stockton-on-Tees, Aberdeen and Paisley) and two long leasehold properties (located at Swansea and Newbridge), all of which are currently used by Menzies Distribution Limited Group Companies in the ordinary course of the Menzies Distribution Limited business (the eight aforementioned properties collectively being the **“Acquisition Properties”**).

2. TRANSITIONAL SERVICES AGREEMENT

At Completion, John Menzies and Menzies Distribution Limited will enter into a Transitional Services Agreement pursuant to which John Menzies will provide Menzies Distribution Limited with the use of or access to certain resources that will be retained by the Retained Group as at Completion and Menzies Distribution Limited will provide to John Menzies certain reverse transitional services in the same way.

Transitional Services Agreement

(a) Scope of services

John Menzies and Menzies Distribution Limited have agreed the scope of services that will be provided by: (i) John Menzies to Menzies Distribution Limited from Completion (the **“TSA Services”**) and which Menzies Distribution Limited requires on “day one” from Completion; and (ii) Menzies Distribution Limited to John Menzies from Completion (the **“RTSA Services”**) and which John Menzies requires on “day one” from Completion. The TSA Services include access to John Menzies’ premises and facilities, IT systems and infrastructure support, access to and support for financial systems and support and information in relation to the transferring business. The RTSA Services include infrastructure administration, payroll services and IT systems access and support.

(b) Service levels / volumes

Services are to be provided on an “as is” basis i.e. to the same standard as provided in the previous 12 months.

(c) Charges

The Transitional Services Agreement charges are specified in each of the services schedules contained in the Transitional Services Agreement.

(d) Service terms / costs ratchet

The majority of the TSA Services have a pre-determined “Initial Service Term” of six months after Completion. If a TSA Service is extended beyond its Initial Service Term then the parties will agree the appropriate charges.

(e) Third party agreements / consents

John Menzies is responsible, on a reasonable endeavours basis and at its own cost, for obtaining the third party consents required to provide the TSA Services. If the term of a TSA Service is extended and (further) third party consents are required, John Menzies is responsible for obtaining these.

(f) Liability caps

Either party’s liability under the Transitional Services Agreement is capped at the amount equivalent to the total charges paid or payable over the term of the Transitional Services Agreement.

(g) Termination rights

Each TSA Service can be terminated by the member of the Retained Group receiving the relevant TSA service (in whole or in part) on 30 days’ prior written notice.

3. INVESTMENT AGREEMENT

At Completion, John Menzies, Menzies Distribution Limited and Endless TopCo, amongst others, will enter into the Investment Agreement pursuant to which (in conjunction with the provisions of the articles of association of Endless TopCo) certain of the rights and obligations of the shareholders of Endless TopCo will be regulated, including, but not limited to, establishing the priority of the different classes of shares in Endless TopCo (with A ordinary shares (held by Endless BidCo) ranking ahead of B ordinary shares (held by John Menzies) on any winding up or distribution of exit proceeds), pre-emption rights in respect of any share issues by Endless TopCo, customary drag and tag along rights as amongst the shareholders of Endless TopCo and certain customary minority shareholder protection rights.

4. BRAND LICENCE

At Completion, John Menzies and Menzies Distribution Limited will enter into a Trade Mark Licence Agreement (“**Brand Licence**”) pursuant to which John Menzies will grant to Menzies Distribution Limited a continuing licence to use John Menzies’ trademarks for no consideration. The Brand Licence will contain customary terms as to the use of the trademarks and domains, but Menzies Distribution Limited must additionally adhere to John Menzies’ brand guidelines as scheduled in the Brand Licence. The trademarks covered by the Brand Licence are those with registration numbers: 2288796, 2288795, 794995, 002752749 and 006048649. John Menzies will be entitled to immediately terminate the Brand Licence if: (i) Menzies Distribution Limited commits a material breach that is not remedied; or (ii) Menzies Distribution Limited challenges the ownership of the trade marks or the right of John Menzies to grant the licences set out in the Brand Licence; or (iii) Menzies Distribution Limited sub-licences the trade marks to a third party without John Menzies’ consent; or (iv) there is a change of control in Menzies Distribution Limited in favour of a competitor of John Menzies without John Menzies’ prior written consent; or (v) Menzies Distribution Limited rebrands the trade marks without John Menzies’ prior written consent; or (vi) Menzies Distribution Limited is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

PART IV: FINANCIAL INFORMATION OF MENZIES DISTRIBUTION LIMITED

The following historical financial information relating to Menzies Distribution Limited has been extracted without material adjustment from the consolidation schedules used in preparing John Menzies' audited consolidated financial statements for the years ended 31 December 2015, 31 December 2016 and 31 December 2017.

The financial information in this Part IV (*Financial Information of Menzies Distribution Limited*) for the three years ended 31 December 2017 has been prepared using IFRS accounting principles used to prepare the consolidated financial statements of John Menzies for the year ended 31 December 2017.

The financial information contained in this Part IV (*Financial Information of Menzies Distribution Limited*) of this document does not constitute statutory accounts within the meaning of section 434 of the Companies Act and has not been audited. The auditor's reports of John Menzies' consolidated financial statements in respect of the years ended 31 December 2015, 31 December 2016 and 31 December 2017 were unqualified and did not contain statements under section 498(2) or (3) of the Companies Act.

Shareholders should read the whole of this document and not rely solely on the summarised financial information in this Part IV (*Financial Information of Menzies Distribution Limited*) of this document.

The combined income statement for the years ended 31 December 2015, 31 December 2016 and 31 December 2017 and the combined balance sheet as at 31 December 2017 are unaudited financial information and are not reported on by an accountant.

Combined Income Statement

	Year ended 31 December 2017 £m unaudited	Year ended 31 December 2016 £m unaudited	Year ended 31 December 2015 £m unaudited
Revenue	1,186.9	1,139.1	1,171.2
Net operating costs	(1,166.4)	(1,117.9)	(1,153.5)
Operating profit before joint ventures	20.5	21.2	17.7
Share of post-tax results of joint ventures	0.8	1.7	1.6
Operating profit	21.3	22.9	19.3
Analysed as:			
Underlying operating profit	25.9	25.9	26.3
Non-recurring items - transaction related and rationalisation	(1.1)	0.2	(4.2)
Contract amortisation	(3.4)	(2.8)	(2.5)
Share of joint ventures' tax	(0.1)	(0.4)	(0.3)
Operating profit	21.3	22.9	19.3

Combined Balance Sheet

	31 December 2017 £m unaudited
Assets	
Non-current assets	
Intangible assets	46.7
Property, plant and equipment	26.5
Deferred tax assets	0.3
	<hr/> 73.5 <hr/>
Current assets	
Inventories	16.0
Trade and other receivables	281.8
Cash and cash equivalents	5.3
	<hr/> 303.1 <hr/>
Liabilities	
Current liabilities	
Trade and other payables	(276.5)
Current income tax liabilities	(6.1)
Provisions	(0.4)
	<hr/> (283.0) <hr/>
Net current assets	<hr/> 20.1 <hr/>
Total assets less current liabilities	<hr/> 93.6 <hr/>
Non-current liabilities	
Borrowings	(10.7)
Provisions	(0.2)
Retirement benefit obligation	(7.0)
	<hr/> (17.9) <hr/>
Net assets	<hr/> 75.7 <hr/>

PART V: UNAUDITED PRO FORMA FINANCIAL INFORMATION RELATING TO THE GROUP

The unaudited pro forma statement of net assets at 31 December 2017 and the related notes thereto set out in Section A of this Part V (*Unaudited Pro Forma Financial Information Relating to the Group*) have been prepared on the basis of the notes set out below to illustrate the effect of the Disposal on the statement of net assets of the Retained Group.

Ernst & Young LLP's report on the unaudited pro forma financial information is set out in Section B of this Part V (*Unaudited Pro Forma Financial Information Relating to the Group*).

Section A: Unaudited Pro Forma Financial Information of John Menzies

Introduction

The unaudited pro forma financial information set out below has been prepared on the basis set out in the notes below to illustrate the effect of the Disposal on the consolidated net assets of the Group had the Disposal occurred on the date stated below. It has been prepared for illustrative purposes only. Because of its nature, the pro forma financial information addresses a hypothetical situation and, therefore, does not represent John Menzies' actual financial position. It is based on the audited consolidated balance sheet of the Group for the year ended 31 December 2017 and presented in accordance with John Menzies' accounting policies.

The unaudited pro forma financial information has been prepared in accordance with Annex II of the Prospectus Directive Regulation. Shareholders should read the whole of this document and not rely solely on the unaudited pro forma financial information contained in this Part V (*Unaudited Pro Forma Financial Information Relating to the Group*).

The unaudited pro forma statement of net assets at 31 December 2017 gives effect to the Disposal as if it had occurred on 31 December 2017.

All pro forma financial adjustments are directly attributable to the Disposal.

Unaudited pro forma statement of net assets at 31 December 2017

	Adjustments				Retained Group as at 31 December 2017
	John Menzies as at 31 December 2017	Menzies Distribution as at 31 December 2017	Settlement of intercompany balances	Consideration	
	£m Note 1	£m Note 2	£m Note 3	£m Note 4	£m Note 5
Assets					
Non-current assets					
Intangible assets	203.7	(46.7)	—	—	157.0
Property, plant and equipment	155.6	(26.5)	—	—	129.1
Investments	—	—	—	5.0	5.0
Investment in joint ventures	27.7	—	—	—	27.7
Deferred tax assets	24.2	(0.3)	—	—	23.9
Derivative financial assets	0.9	—	—	—	0.9
	412.1	(73.5)	—	5.0	343.6
Current assets					
Inventories	20.9	(16.0)	—	—	4.9
Trade and other receivables	350.2	(281.8)	198.9	—	267.3
Derivative financial assets	1.1	—	—	—	1.1
Cash and cash equivalents	72.8	(5.3)	—	(5.6)	61.9
	445.0	(303.1)	198.9	(5.6)	335.2
Liabilities					
Current liabilities					
Borrowings	(5.1)	—	—	—	(5.1)
Derivative financial liabilities	(0.5)	—	—	—	(0.5)
Trade and other payables	(344.8)	276.5	(176.8)	—	(245.1)
Current income tax liabilities	(13.5)	6.1	—	—	(7.4)
Provisions	(15.8)	0.4	—	—	(15.4)
	(379.7)	283.0	(176.8)	—	(273.5)
Net current assets/(liabilities)	65.3	(20.1)	22.1	(5.6)	61.7
Total assets less current liabilities	477.4	(93.6)	22.1	(0.6)	405.3
Non-current liabilities					
Borrowings	(283.6)	10.7	(10.7)	39.5	(244.1)
Other payables	(4.6)	—	—	—	(4.6)
Deferred tax liabilities	(4.7)	—	—	—	(4.7)
Provisions	(2.5)	0.2	—	—	(2.3)
Retirement benefit obligation	(49.5)	7.0	—	10.0	(32.5)
	(344.9)	17.9	(10.7)	49.5	(288.2)
Net assets	132.5	(75.7)	11.4	48.9	117.1

Notes:

- The net assets of John Menzies have been extracted without material adjustment from the audited consolidated financial statements of John Menzies for the financial year ended 31 December 2017 which are incorporated by reference into this document and are available for inspection as detailed in Part X (*Information Incorporated by Reference*) of this document.
- The net assets of Menzies Distribution have been extracted without material adjustment from the unaudited combined balance sheet for the financial year ended 31 December 2017, as set out in Part IV (*Financial Information of Menzies Distribution Limited*) of this document.
- The intercompany adjustment column reflects the settlement of intercompany balances between John Menzies and Menzies Distribution at 31 December 2017 which will take place before Completion.

4. The consideration column reflects the consideration receivable in relation to the Disposal and the pension contribution to be made by John Menzies to the John Menzies Pension Scheme. The gross cash consideration is £49.5 million of which £10.0 million is to be contributed to the John Menzies Pension Scheme and £39.5 million is to be used to settle part of John Menzies' outstanding borrowings. Transaction costs of £5.6 million are shown as a deduction to cash. This column also reflects the non-cash consideration, being the 10 per cent. stake John Menzies will retain in Menzies Distribution Limited due to its shareholding of Endless TopCo. This has been valued at £5.0 million.
5. No adjustment has been made to reflect the financial results of either John Menzies or Menzies Distribution Limited since 31 December 2017.

Section B: Accountant's Report on the Unaudited Pro Forma Financial Information

The Directors
John Menzies plc
2 Lochside Avenue
Edinburgh Park
Edinburgh
EH12 9DJ
30 July 2018

Dear Sirs

We report on the pro forma statement of net assets (the **"Pro Forma Financial Information"**) set out in Section A of Part V of the circular dated 30 July 2018 (the **"Circular"**) which has been prepared on the basis described in the notes to the Pro Forma Financial Information, for illustrative purposes only, to provide information about how the proposed disposal of the John Menzies' Distribution Division (**"Menzies Distribution Limited"**) by John Menzies (the **"Company"**) might have affected the financial information presented on the basis of the accounting policies adopted by the Company in preparing the financial statements for the year ended 31 December 2017. This report is required by Listing Rule 13.3.3R and is given for the purpose of complying with that rule and for no other purpose.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and which we may have to shareholders of the Company as a result of the inclusion of this report in the Circular, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such person as a result of, arising out of, or in connection with this report or our statement, which is required by and given solely for the purposes of complying with item 13.4.1R(6) of the Listing Rules, and consenting to its inclusion in the Circular.

Responsibilities

It is the responsibility of the directors of the Company to prepare the Pro Forma Financial Information in accordance with item 13.3.3R of the Listing Rules.

It is our responsibility to form an opinion, as required by item 13.3.3R of the Listing Rules, as to the proper compilation of the Pro Forma Financial Information and to report our opinion to you.

In providing this opinion we are not updating or refreshing any reports or opinions previously made by us on any financial information used in the compilation of the Pro Forma Financial Information, nor do we accept responsibility for such reports or opinions beyond that owed to those to whom those reports or opinions were addressed by us at the dates of their issue.

Basis of opinion

We conducted our work in accordance with the Standards for Investment Reporting issued by the Auditing Practices Board in the United Kingdom. The work that we performed for the purpose of making this report, which involved no independent examination of any of the underlying financial information, consisted primarily of comparing the unadjusted financial information with the source documents, considering the evidence supporting the adjustments and discussing the Pro Forma Financial Information with the Directors of the Company.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Pro Forma Financial Information has been properly compiled on the basis stated and that such basis is consistent with the accounting policies of the Company.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in other jurisdictions and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices.

Opinion

In our opinion:

- a) the Pro Forma Financial Information has been properly compiled on the basis stated;
and
- b) such basis is consistent with the accounting policies of the Company.

Yours faithfully

Ernst & Young LLP

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PART VI: JOHN MENZIES PLC VALUE CREATION PLAN

1. OVERVIEW OF THE JOHN MENZIES PLC VALUE CREATION PLAN

The John Menzies plc (“**John Menzies**” or the “**Company**”) Value Creation Plan (“**VCP**”) will provide participants with a pool over certain shares with respect to the ordinary shares in the Company (“**Ordinary Shares**”) with a value equal to 6.5 per cent. of cumulative shareholder value created above a compound hurdle rate of 8 per cent. per annum. This would increase to 7.5 per cent. if a stretch total shareholder return hurdle of 15 per cent. per annum is achieved. Performance will normally be measured in three equal tranches over 3.5, 4.5 and 5.5 years from the announcement of the Disposal. These time horizons emphasise the focus of the directors of the Company from time to time (“**Directors**”) on sustained performance over the longer term. Importantly, the VCP will have a significant number of safeguard features to ensure that management are focused on creating sustainable value. For executive Directors a further holding period of two years will apply for each tranche, taking the overall time horizon of the VCP to 7.5 years. Aggregate rewards under the VCP would be capped at a maximum of £30 million (£18 million in aggregate for executive Directors) with interim aggregate caps at each tranche. A focus on compliance is central to the Directors’ approach, and 20 per cent. of any pool would be subject to compliance measures such as safety and security which, if not met, will reduce the outcome for participants. As part of the proposed new remuneration policy, executive Director shareholding requirements will rise from 100 per cent. of salary to 200 per cent. of salary. Enhanced malus and clawback provisions will apply to any payments under the VCP.

Executive Directors will receive up to 60 per cent. of any pool generated, with the remaining 40 per cent. available for awards below board level to ensure the VCP is inclusive for the wider management team. The allocations from the pool to executive Directors will be:

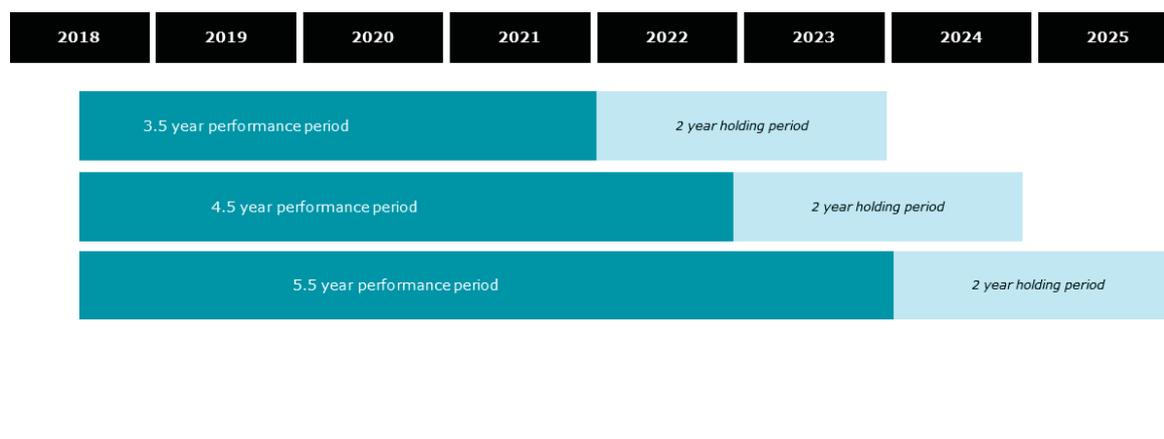
	Per cent. of executive Director pool	Per cent. of total pool
Chief Executive Officer	41.7	25.0
Chief Financial Officer	32.9	19.8
Corporate Affairs Director or Group Company Secretary	25.3	15.2
Wider management	—	40.0
Total	100.0	100.0

Note:

1. Following completion of the proposed disposal of Menzies Distribution Limited, Forsyth Black, currently President & Managing Director, Menzies Aviation, will be appointed Chief Executive Officer of the Company. Please see section 15 of Part I (*Letter from the Chairman*) of this document for further details.

No long term incentive plan (“**LTIP**”) grants will be made to executive Directors in 2019, 2020 or 2021.

Time horizons



Illustrative outcomes

The VCP awards are tested in three tranches over 3.5 years, 4.5 years and 5.5 years. The VCP award is therefore comparable to three LTIP awards. The table below shows the potential VCP payments in aggregate for all three tranches of the award.

Scenario	Below threshold performance (less than 8 per cent. per annum) (£'000)	10 per cent. total shareholder return per annum (£'000)	15 per cent. total shareholder return per annum (£'000)	Maximum outcome - cap reached (c.18.8 per cent. per annum) (£'000)
Chief Executive Officer	£0	£1,058 ¹	£4,657	£7,511
Chief Financial Officer	£0	£835	£3,676	£5,928
Corporate Affairs Director or Group Company Secretary	£0	£643	£2,828	£4,560
Wider management pool (aggregate)	£0	£1,691	£7,440	£12,000
Total pool	£0	£4,227	£18,601	£30,000

Notes:

- To provide an illustration of how the tranches would vest, the following illustrates the proposed vesting of each tranche for the Chief Executive Officer at 10 per cent. per annum total shareholder return: £0.25 million after 3.5 years; £0.35 million after 4.5 years; and £0.46 million after 5.5 years.
- The maximum amount is achievable if total shareholder return of 18.8 per cent. per annum is achieved over 3.5 years, 4.5 years and 5.5 years, assuming consistent growth. As each tranche is tested independently, with no re-testing, if total shareholder return per annum is lower than 18.8 per cent. over either the 3.5 year or 4.5 year period, this would mean that returns of more than 18.8 per cent. would be required over the 5.5 year period in order for the cap to be reached.
- The above illustration assumes a starting average share price of £6.30.

The Directors firmly believe that the VCP will focus management on this opportunity to deliver significant returns to shareholders following the proposed disposal of Menzies Distribution Limited (“**Disposal**”), while at the same time focusing on sustainable value creation.

2. SUMMARY OF THE TERMS OF THE VCP

Set out below is a summary of the principal features of the VCP.

Overview

The John Menzies VCP is a discretionary share plan.

Administration and operation

The operation of the VCP will be administered by the board of Directors of the Company or a duly authorised committee of that board. In practice it is intended that the VCP will be administered by the Company's remuneration committee ("**Remuneration Committee**"). Decisions in relation to participation in the VCP by executive Directors will always be taken by the Remuneration Committee.

The adoption of the VCP is subject to shareholder approval at the Company's general meeting of holders of Ordinary Shares to be held on 22 August 2018 at 11.00 a.m. at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA ("**General Meeting of Shareholders**").

Eligibility

Only employees of the Company or its subsidiaries (including executive Directors) will be eligible to participate in the VCP ("**Participants**"), at the discretion of the Remuneration Committee.

Structure of Awards

Under the VCP, Participants are given the opportunity to receive a number of Ordinary Shares equal in value to a proportion of the total return generated for shareholders of the Company above a hurdle over the relevant performance period ("**Award**").

Participants' Awards will be split into a number of tranches. Each tranche will be subject to a performance period ending 3.5 years after the announcement of the Disposal; 4.5 years after the announcement of the Disposal; or 5.5 years after the announcement of the Disposal. Awards granted to the executive Directors will comprise three equal tranches. Each tranche will vest on the later of the date the performance is assessed by the Remuneration Committee and the date that is 3.5, 4.5 or 5.5 years from the General Meeting of Shareholders (as relevant).

The aggregate value available under the VCP ("**VCP Value**") is equal to 6.5 per cent. of the total return generated for shareholders above a total shareholder return of 8 per cent. per annum (calculated on a compound basis) over the relevant performance period. The VCP Value will increase to 7.5 per cent. of the total return generated for shareholders above this hurdle if a total shareholder return of 15 per cent. per annum (calculated on a compound basis) is achieved over the relevant performance period. In either case the VCP Value will be subject to an overall aggregate cap of £30 million as well as intermediate caps of £15 million and £20 million at 3.5 and 4.5 years respectively.

Total shareholder return comprises the return generated by both share price and dividends, based on a starting Ordinary Share price of the average middle market quotation of an Ordinary Share on each dealing day during the three months prior to the announcement of the Disposal.

The closing Ordinary Share price used to calculate the total shareholder return will be the average middle market quotation of an Ordinary Share on each dealing day during the six months prior to the end of the relevant performance period.

Each Award will represent a percentage of the VCP Value ("**Award Value**").

Additional performance conditions

An Award (or a portion of an Award) may be subject to additional performance conditions. If such performance conditions are not satisfied, a Participant's Award Value may be reduced (but not increased). It is expected that 20 per cent. of executive Directors' Awards will be subject to additional performance conditions.

Any additional performance condition may be amended or substituted if one or more events occur which cause the Remuneration Committee to consider that an amended or substituted performance condition would be more appropriate and would not be materially less difficult to satisfy.

Grant of Awards

It is intended that Awards will be granted to executive Directors as soon as practicable following the General Meeting of Shareholders. It is expected that Awards will be granted under the VCP to executive Directors on one occasion only.

Awards to other eligible employees may be made before the termination of the VCP, provided that such Awards may only be granted in the 42 days following the announcement by the Company of its results or where there are circumstances which the Remuneration Committee considers to be exceptional. However, if the Company is restricted from granting Awards during any such period, Awards may be granted in the period of 42 days following the relevant restriction being lifted.

Vesting of Awards

An Award (or a portion of an Award) will vest on the later of the date the performance is assessed by the Remuneration Committee and the date that is 3.5, 4.5 or 5.5 years from the General Meeting of Shareholders (as relevant). On vesting, the Participant's Award will convert into a conditional right to acquire such number of Ordinary Shares as is equal in value to the Award Value ("**Vested Shares**").

The Ordinary Shares that vest may be subject to an additional holding period of two years following vesting. Vested Shares will not be delivered to the Participant ("**released**") until the end of the holding period. It is intended that Awards granted to the executive Directors will be subject to such a holding period.

The Remuneration Committee may exercise discretion and make adjustments to the value that may be delivered under the VCP and/or number of Ordinary Shares subject to an Award, taking into account the provisions of any current or prospectively applicable corporate governance codes and, as appropriate, associated guidance published by relevant regulatory, institutional or trade bodies, including (but not limited to) where the payment outcome would materially deviate from the intention of the Company's remuneration policy, is materially impacted by unexpected or unforeseen circumstances, or is materially misaligned with the results achieved by the Company.

Settlement

Awards may, at the discretion of the Remuneration Committee, be settled with a cash payment equal to the market value of the Ordinary Shares that a Participant would have received had the relevant Award been satisfied with Ordinary Shares. The Remuneration Committee does not currently intend to use this flexibility unless there are regulatory restrictions on the delivery of Ordinary Shares.

Dilution

The VCP may operate over newly issued Ordinary Shares, Ordinary Shares held in Treasury or Ordinary Shares purchased in the market. The overall limit on the number of Ordinary Shares that may be issued under the VCP is 3 per cent. of the issued ordinary share capital of the Company from time to time.

Ordinary Shares transferred out of Treasury will count towards this limit for so long as this is required under institutional shareholder guidelines.

Dividends

The Remuneration Committee may decide at any time prior to the delivery of Ordinary Shares that are subject to a holding period that the Participant will receive additional Ordinary Shares (or the cash equivalent) based on the value of dividends paid on the Vested Shares over the holding period and on such terms as the Remuneration Committee may determine, which may assume the reinvestment of relevant dividends into Ordinary Shares.

Malus and clawback

If there has been a material misstatement of financial results, an error in assessing the VCP Value or any additional performance condition, serious reputational damage, serious misconduct on the part of the Participant, a material downturn in financial performance, material corporate failure or a material safety failure during the period ending on the third anniversary of the end of the relevant performance period, the Remuneration Committee may at any time prior to the third anniversary of the end of the relevant performance period:

- a) reduce an Award (to zero if appropriate) or impose additional conditions on an Award to the extent that Ordinary Shares have not yet been delivered in satisfaction of the Award; or
- b) if Ordinary Shares have been delivered in satisfaction of an Award, require that the Participant either return some or all of the Ordinary Shares acquired pursuant to the Award or make a cash payment to the Company in respect of the Ordinary Shares delivered.

Leavers

An unvested Award will usually lapse upon a Participant's cessation of employment, subject to the following paragraphs.

If a Participant ceases to be an employee because of their death, their unvested Award will normally vest and be released at that time. Performance conditions will be tested at the time of the Participant's cessation of employment. The number of Ordinary Shares that vest will be reduced to take into account the proportion of the performance period that had elapsed on the date of cessation of employment.

If a Participant ceases to be an employee because of their injury, disability, the sale of the Participant's employer out of the Group or in other circumstances, at the discretion of the Remuneration Committee (except where they are dismissed for gross misconduct) ("**Good Leaver**"), their unvested Award will normally continue and vest (subject to the satisfaction of any performance conditions) and be released on the normal dates. The number of Ordinary Shares that vest will be reduced to take into account the proportion of the performance period that had elapsed on the Participant's cessation of employment. Alternatively, the Remuneration Committee may determine that a Good Leaver's unvested Award will be treated in the same way as in the event of a Participant's death or that the holding period will be reduced or waived.

If a Participant ceases to be an employee during a holding period (otherwise than on their dismissal for gross misconduct), their Award will be released at the end of the holding period, unless the Remuneration Committee determines that it will be released earlier. If a Participant is dismissed for gross misconduct, their Award will lapse immediately.

Any part of the VCP Value represented by an Award that lapses will be available to the Remuneration Committee for the grant of any further Awards, provided that any such further grants would not result in an increase to the VCP Value and would be subject to the overall aggregate cap of £30 million.

Corporate events

In the event of a change of control of the Company, unvested Awards will vest (and be released) at that time, subject to the satisfaction of any performance conditions.

The closing Ordinary Share price used to calculate the Total Shareholder Return and the number of Ordinary Shares into which the Award converts will be determined by reference to the Ordinary Share price on completion of the change of control of the Company.

On a change of control, the VCP Value will be equal to 6.5 per cent. or 7.5 per cent. (as applicable) of the total shareholder return above the higher of:

- a) 8 per cent. per annum (calculated on a compound basis); and
- b) 25 per cent.,

between the date of the announcement of the Disposal and the date of the change of control, subject to an overall aggregate cap of £30 million.

Alternatively, the Remuneration Committee may permit Awards to be exchanged for awards of shares in a different company (including the acquiring company). If the change of control is an internal reorganisation of John Menzies and its subsidiaries and subsidiary undertakings following completion of the Disposal (the “**Retained Group**”) or if the Remuneration Committee so decides, Participants may be required to exchange their Awards.

If other corporate events occur such as a winding-up of the Company, demerger, delisting, special dividend or other event which, in the Remuneration Committee’s opinion, may materially affect the current or future value of Ordinary Shares and the Remuneration Committee determines it would not be appropriate or practical to adjust Awards, the Remuneration Committee may determine that Awards will convert into a conditional right to acquire Ordinary Shares, vest and be released on the same basis as for a change of control.

Variation of share capital

If there is a variation of share capital of the Company or in the event of a demerger, delisting, special dividend or other event which, in the Remuneration Committee’s opinion, may affect the current or future value of Ordinary Shares, the Remuneration Committee may make such adjustments to the Awards and/or the performance conditions as it considers appropriate.

Rights attaching to Ordinary Shares

Ordinary Shares allotted or transferred under the VCP will rank equally with all other Ordinary Shares for the time being in issue.

Amendments to the VCP

The Remuneration Committee may, at any time, amend the provisions of the VCP or any Award in any respect. The prior approval of shareholders at a general meeting of the Company must, however, be obtained in the case of any amendment to the advantage of eligible employees or Participants which is made to the provisions relating to eligibility, individual or overall limits, the basis for determining the entitlement to, and the terms of, Awards, the adjustments that may be made in the event of any variation to the share capital of the Company and/or the rule relating to such prior approval. There are, however, exceptions from this requirement to obtain shareholder approval for any minor amendment to benefit the administration of the VCP, to take account of the provisions of any legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for any participant or member of the Retained Group.

No amendment may be made to the material disadvantage of the existing rights of Participants unless every Participant who may be affected by such amendment has been invited to indicate whether or not they approve the amendment and the amendment is approved by a majority of those who have so indicated.

Non-transferability

Awards are not transferable other than to a Participant’s personal representatives in the event of their death.

Benefits not pensionable

Benefits received under the VCP are not pensionable.

Termination of the VCP

The VCP will terminate on the sixth anniversary of the date of the General Meeting or such earlier date as the Remuneration Committee may determine, without prejudice to the existing rights of Participants at that time.

Documents available for inspection

Copies of the rules of the VCP referred to in the third resolution being proposed at the General Meeting of Shareholders are available for inspection at the registered office of the Company and at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA during normal business hours on each business day from the date of the notice for the General Meeting of Shareholders until the end of the General Meeting of Shareholders.

PART VII: 2018 REMUNERATION POLICY

1. DEFINITIONS

The following definitions apply throughout this Part VII (*2018 Remuneration Policy*) of this document only unless the context otherwise requires:

“Award”	the opportunity to receive a number of Ordinary Shares by the Participants under the VCP, as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“Award Value”	the percentage of VCP Value represented by each Award, as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“BCIP”	the Company’s bonus co-investment plan
“Board” or “Directors”	the Executive Directors and Non-Executive Directors of the Company from time to time
“BSP”	the Company’s bonus share plan
“Company” or “John Menzies”	John Menzies plc, a public limited company incorporated under the laws of Scotland with registered number SC034970
“Directors’ Remuneration Policy”	the directors’ remuneration policy approved at the Company’s annual general meeting held at 12 May 2017
“Disposal”	the proposed disposal of the entire issued share capital of Menzies Distribution Limited to Endless BidCo
“Endless BidCo”	Endless NewCo 2 Limited, a company incorporated under the laws of England and Wales with registered number 11415994
“Executive Directors”	the executive directors of the Company from time to time
“General Meeting”	the general meeting of shareholders of the Company to be held at 11.00 a.m. on 22 August 2018 at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA (and any adjournment thereof) for the purposes of considering and, if thought fit, approving the Resolutions, including the resolution for the approval of the 2018 Remuneration Policy
“Good Leaver”	a Participant who ceases to be an employee of the Company because of injury, disability, the sale of the Participant’s employer out of the Group or other circumstances at the discretion of the Remuneration Committee, as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>)
“Group” or “John Menzies Group”	the Company and its subsidiaries and subsidiary undertakings, being the continuing business of the Group following Completion
“John Menzies Money Purchase Pension Scheme”	the Company’s money purchase pension scheme
“KRAs”	are the Key Results Areas that are used to assess performance for the relevant financial year
“LTIP”	the Company’s long-term incentive plan
“Non-Executive Directors”	the non-executive directors of the Company from time to time
“Ordinary Shares”	ordinary shares of £0.25 each in the capital of John Menzies
“Participants”	the participants of the VCP, as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document

“Remuneration Committee”	the committee of the Board to determine remuneration established in accordance with the UK Corporate Governance Code
“Resolutions”	the resolutions to be proposed at the General Meeting
“Shareholder(s)”	holder(s) of Ordinary Shares
“SMP”	the Company’s share matching plan
“UK”	the United Kingdom of Great Britain and Northern Ireland
“VCP”	the John Menzies value creation plan proposed to be adopted by the Company upon completion of the Disposal, as described in Part I (<i>Letter from the Chairman</i>) and Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“VCP Value”	the aggregate value available under the VCP, as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“Vested Shares”	the Ordinary Shares received by a Participant once they have acquired the conditional right to acquire the number of Ordinary Shares equal to the Award Value, as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“2018 Remuneration Policy”	the revised remuneration policy proposed to be adopted by the Company upon Completion of the Disposal and as described in Part VII (<i>2018 Remuneration Policy</i>) of this document

2. THE 2018 REMUNERATION POLICY

The current Directors’ Remuneration Policy has been developed to ensure that the Company is well-placed to attract, retain and motivate Directors with the ability and experience necessary to run the Company successfully, whilst also aligning executive remuneration with the financial returns of its shareholders.

The 2018 Remuneration Policy is proposed for Shareholder approval at the General Meeting. The differences between the 2018 Remuneration Policy and the current Directors’ Remuneration Policy are as follows:

- the inclusion of the VCP;
- consequential amendments to reflect the inclusion of the VCP;
- the increase to shareholding guidelines from 100 per cent. to 200 per cent. of salary;
- the removal from the “policy table” of the BCIP and the SMP to reflect that these have been removed from the Directors’ Remuneration Policy from 1 January 2018, although existing awards under the BCIP and SMP may be satisfied in accordance with their terms and the relevant directors’ remuneration policy in place when they were granted; and
- the removal from the “policy table” of the LTIP to reflect that from the date of adoption of the 2018 Remuneration Policy no further LTIP awards will be made to Executive Directors, although existing awards under the LTIP may be satisfied in accordance with their terms and the relevant directors’ remuneration policy in place when they were granted.

Purpose and link to strategy	Operation	Maximum opportunity	Performance metrics
<p>1 Basic Salary Attract and retain high performing individuals, reflecting market value of role and Executive Directors' skills and experience</p>	<p>Normally reviewed annually.</p> <p>Salaries for 2018 are:</p> <ul style="list-style-type: none"> ● Forsyth Black: £400,000 (effective from completion of the disposal of Menzies Distribution Limited); ● Giles Wilson: £331,500; and ● John Geddes: £255,000. <p>The Remuneration Committee takes into consideration a number of factors when setting salaries including (but not limited to):</p> <ul style="list-style-type: none"> ● the size and scope of an individual's responsibilities; ● an individual's skills, experience and performance; ● typical salary levels for comparable roles at appropriate comparator companies; ● pay and conditions elsewhere in the Company; and ● inflation in the relevant market. 	<p>There is no maximum opportunity. Salary increases will normally be in line with the average increase awarded in the wider employee population.</p> <p>Higher increases may be made in certain circumstances and at the Remuneration Committee's discretion. For example, this may include (but is not limited to):</p> <ul style="list-style-type: none"> ● increase in the scope and/or responsibility of an individual's role; ● development of an individual within the role; ● corporate events such as a significant acquisition or Group restructuring which impacts the scope of a role; and ● where it is considered necessary for the retention of an Executive Director or to reflect significant changes in market practice. 	<p>None, although individual and Group performance are factors taken into account when setting salaries.</p>
<p>2 Annual Bonus Incentivise delivery of Group and individual objectives and enhance performance</p>	<p>The annual bonus is paid in cash and shares, based on the Remuneration Committee's assessment of performance during the financial year in question.</p>	<p>Maximum annual award is 100 per cent. of salary.</p>	<p>All measures and targets are reviewed annually and set at the start of each financial year.</p>
<p>Bonus in Deferred Shares Encourage a longer-term focus which is aligned to shareholders and discourages inappropriate risk-taking</p>	<p>20 per cent. of any award is paid in deferred shares with such shares having dividend entitlements.</p> <p>The Remuneration Committee may claw back bonus awards for a period of three years after the end of the relevant bonus year in the event of misstatement of accounts that materially increased the amount of bonus paid or misconduct by an employee which has or could have led to their employment being summarily terminated.</p> <p>The Remuneration Committee may increase the level of deferral at any time.</p>	<p></p>	<p>The measures will include relevant financial measures and may include performance against KRAs or other strategic measures as appropriate.</p> <p>At least 70 per cent. of the bonus will be based on financial measures.</p>

Purpose and link to strategy

3 VCP

To incentivise Executive Directors to deliver significant, sustainable absolute returns to shareholders over the long-term

4 Pension

Provide market levels of pension provision

5 Benefits

Provide market levels of benefits provision.

Operation

Awards under the VCP take the form of entitlements to acquire a number of Ordinary Shares for nil cost.

The number of Ordinary Shares to which a Participant is entitled is determined by reference to shareholder value created above a total shareholder return hurdle. Each Participant's Award will represent a percentage of the shareholder value above the hurdle.

Performance will be measured in three tranches from the date of the announcement of the Disposal:

- 1/3rd will be measured over 3.5 years;
- 1/3rd will be measured over 4.5 years; and
- 1/3rd will be measured over 5.5 years.

Awards are "released" so that Participants are entitled to acquire the Ordinary Shares after a two year holding period beginning at the end of the vesting period applying to the relevant tranche of the Award.

An additional payment (in the form of cash or Ordinary Shares) may be made in respect of Ordinary Shares delivered under the VCP to reflect the value of dividends that would have been paid on those Ordinary Shares over the holding period. This payment may assume the reinvestment of dividends into Ordinary Shares on such basis as the Remuneration Committee determines.

Directors can participate in the John Menzies Money Purchase Pension Scheme or cash equivalent.

Executive Directors receive benefits which typically may include, but are not limited to, private health insurance, life assurance, ill-health insurance protection and a company car allowance. Other benefits

Maximum opportunity

The value that may be delivered under the VCP is linked to the shareholder value created over the relevant performance period.

The total shareholder return hurdle will be 8 per cent. per annum (calculated on a compound basis) over the relevant performance period. The stretch hurdle will be 15 per cent. per annum.

The total pool for all Participants will be 6.5 per cent. of the shareholder value generated above the 8 per cent. per annum hurdle. This would increase to 7.5 per cent. if the stretch total shareholder return hurdle of 15 per cent. per annum is achieved.

The allocations of this pool for each Executive Director will be:

- Forsyth Black 25.0 per cent.;
- Giles Wilson: 19.8 per cent.; and
- John Geddes: 15.2 per cent.

The total plan value is capped at £30 million.

For current Executive Directors the aggregate cap is £18 million (being 60 per cent. of the overall cap) with proportionate interim caps. The maximum Award for each Executive Director is:

- F Black: £7,511,178;
- G Wilson: £5,928,465; and
- J Geddes: £4,560,358.

Under the John Menzies Money Purchase Pension Scheme Executive Directors may receive a pension contribution of up to 20 per cent. of salary.

The Remuneration Committee may determine that Executive Directors receive a cash supplement of up to 20 per cent. of salary in lieu of pension.

As the cost of providing other benefits, including health insurance and life assurance, may vary from year to year, it is not considered practical to define a maximum level for these or any other benefits.

Performance metrics

The principal performance condition applying to the VCP is the total shareholder return achieved relative to the hurdle.

A portion of the VCP Award may be subject to additional performance conditions. If such performance conditions are not satisfied, a Participant's Award Value may be reduced (but not increased). For the Executive Directors 20 per cent. of the Award will be subject to additional performance conditions relating to compliance measures such as safety and security.

The Remuneration Committee may exercise discretion and make adjustments to the value that may be delivered under the VCP and/or number of Ordinary Shares subject to an Award, taking into account the provisions of any current or prospectively applicable corporate governance codes and, as appropriate, associated guidance published by relevant regulatory, institutional or trade bodies, including (but not limited to) where the payment outcome would materially deviate from the intention of the Company's remuneration policy, is materially impacted by unexpected or unforeseen circumstances, or is materially misaligned with the results achieved by the Company.

None.

None.

Purpose and link to strategy	Operation	Maximum opportunity	Performance metrics
<p>Company Sharesave Scheme Provide the Company's UK employees with an interest in the performance of its Ordinary Shares</p>	<p>may be operated through salary sacrifice. The Remuneration Committee may introduce or remove benefits offered to individuals where it considers it appropriate to do so.</p> <p>Where Executive Directors are required to relocate, the Remuneration Committee may, if considered appropriate, offer additional relocation or expatriate benefits.</p> <p>Accumulated savings may be used to exercise an option to acquire Ordinary Shares.</p>	<p>The level of any relocation benefits, allowances and expenses will depend on the specific circumstances.</p> <p>There is no overall maximum level of benefits.</p> <p>Monthly contributions of up to the HMRC-approved limit over a three or five year period.</p>	None.
<p>Shareholding Guidelines Align the Executive Directors with the long-term interests of shareholders</p>	<p>The option price of such Ordinary Shares may be discounted by up to the HMRC-approved level (currently 20 per cent.).</p> <p>Shareholding guidelines for Executive Directors are 200 per cent. of salary (built up over time).</p>		
<p>Chairman and Non-Executive Directors' Fees Attract Non-Executive Directors of sufficient skills and experience to fulfil the role.</p>	<p>The fees for Non-Executive Directors comprise a basic payment plus additional payments for being Chairman of a Committee, a Committee member or for being the Senior Independent Director. Differential fee levels may be paid for Non-Executive Directors depending on the skills, experience, nationality and responsibilities of an individual or additional time commitments for the role.</p> <p>The Chairman receives a fee for services to the Company.</p> <p>A portion of Chairman and Non-Executive Directors' fees may be delivered as Ordinary Shares.</p> <p>Non-Executive Directors' fees are reviewed periodically by the Board with reference to external benchmarking.</p>		

Notes:

1. Annual bonus

Annual bonus performance measures have been chosen to provide an appropriate balance between incentivising Executive Directors to meet financial targets for the year and to deliver the Group's KRAs. This balance allows the Remuneration Committee to effectively reward performance against the key elements of the Group's strategy. Threshold and stretch targets are derived from a review of the historical and projected performance of the Group and its peers, together with an analysis of analysts' expectations.

2. VCP

The ultimate goal of the Company is to provide long-term sustainable returns to shareholders. The VCP rewards management for the delivery of sustainable shareholder returns above the hurdle. Total shareholder return has been used as it aligns management's interests with those of shareholders, and the hurdle has been set to reward excellent performance. Additional performance measures linked to compliance measures such as safety and security are included to support a long-term outlook and a culture focused on sustainable working practices.

3. Differences in remuneration policy for Directors and other employees

Remuneration arrangements throughout the Group are based on the principle that reward should be set at competitive levels to support the delivery of the Group's strategy and also attract, retain and motivate individuals who have the necessary skills for each role. Pay differs for employees of different seniority and for those operating in different parts of the world. For example, in accordance with market practice and shareholder expectations, the remuneration arrangements for Executive Directors place a more significant emphasis on long-term performance related pay compared to other employees. Below Board level, up to 40 per cent. of the VCP pool will be available to top-up existing incentives to ensure the VCP is inclusive for the wider management team.

The Company also operates an HMRC-approved Sharesave Scheme, in which all employees (including Executive Directors) are eligible to participate and which aims to promote a sense of ownership amongst staff.

The Remuneration Committee reserves the right to make any remuneration payments and/or payments for loss of office (including exercising any discretions available to it in connection with such payments), notwithstanding that they are not in line with the 2018 Remuneration Policy set out above, where the terms of the payment were agreed:

- (i) before 16 May 2014 (the date on which the Company's first Shareholder-approved directors' remuneration policy came into effect);
- (ii) before the 2018 Remuneration Policy set out above came into effect, provided that the terms of the payment were consistent with the Shareholder-approved directors' remuneration policy in force at the time they were agreed; or
- (iii) at a time when the relevant individual was not a Director of the Company and, in the opinion of the Remuneration Committee, the payment was not in consideration for the individual becoming a Director of the Company. For these purposes 'payments' includes the Remuneration Committee satisfying awards of variable remuneration and, in relation to an award over Ordinary Shares, the terms of the payment are 'agreed' at the time the award is granted.

Payments may be made in respect of existing awards under the BSP, SMP and LTIP and the Remuneration Committee may exercise any discretions available to it in connection with such awards in accordance with the Shareholder-approved directors' remuneration policy in force at the time awards were made.

The VCP will be operated in accordance with the rules as approved by Shareholders. Awards may be adjusted in accordance with the rules approved by Shareholders (for example, Awards may be adjusted in the event of any variation of the Company's share capital). The Remuneration Committee may recommend to the Board that it amends the targets applicable to Awards (other than the principal total shareholder return targets applicable to Awards) if an event occurs which causes the Remuneration Committee to reasonably consider that, having due regard to the interests of shareholders, the performance targets should be varied to ensure a fair measure of performance.

The Remuneration Committee may make minor amendments to the 2018 Remuneration Policy (for regulatory, exchange control, tax or administrative purposes or to take account of a change in legislation) without obtaining Shareholder approval for that amendment.

Clawback and Malus

Awards granted during 2016 and onwards to Executive Directors are subject to the following terms:

- Cash and bonuses in deferred shares may be clawed back for a period of three years after the end of the relevant bonus year in the event of misstatement of accounts that materially increased the amount of bonus paid or misconduct by an employee which has or could have led to their employment being summarily terminated.
- VCP Awards may be reduced or clawed back up to the third anniversary of the end of the relevant performance period in the event of material misstatement of financial results, an error in assessing the VCP Value or any applicable performance condition, serious reputational damage, serious misconduct on the part of the Participant, a material downturn in financial performance, material corporate failure or material failure on compliance measures such as safety and security or any other reason the Remuneration Committee includes in the relevant terms at the time an award is made.
- Matching deferred bonus awards and LTIP awards may be clawed back after vesting where the Company is required to restate its accounts to a material extent; the Board becomes aware of any material wrongdoing on the part of an employee which would have entitled the Company to terminate the employee's employment; or any other reason the Remuneration Committee includes in the relevant terms at the time an award is made. The clawback period will be set by the Remuneration Committee.

Recruitment Policy

In determining appropriate remuneration arrangements upon hiring a new Executive Director, the Remuneration Committee will take into consideration all relevant factors

including, but not limited to, the role, the remuneration being forfeited and the jurisdiction the candidate was recruited from. The Remuneration Committee is mindful of the need to avoid paying more than is necessary upon recruitment.

Salary would be set to take into account role and responsibilities. For interim positions a cash supplement may be paid rather than salary (e.g. a Non-Executive Director taking on an executive function on a short-term basis).

The Remuneration Committee may make awards on hiring an external candidate to ‘buy out’ remuneration arrangements forfeited upon leaving a previous employer. In doing so the Remuneration Committee will take account of relevant factors including any performance conditions attached to these awards, the form in which they were granted (i.e. cash or shares) and the time over which they would have vested. The key principle should be that buyout awards should not be more valuable than those forfeited.

Normally the maximum variable remuneration (excluding buyouts) would be in line with the 2018 Remuneration Policy table above, including that the Executive Director may participate in the VCP (within the overall limits of the VCP). The Remuneration Committee retains the flexibility to determine that for the first year of appointment any annual bonus award will be subject to such conditions as it may determine. Against that background, where the potential exists that a new Executive Director could have different roles and responsibilities to those currently appointed, such responsibilities may require to be reflected in that Executive Director’s remuneration arrangements. Taking this into account the Remuneration Committee may, for the first year, make an additional performance-related incentive award of up to 50 per cent. of salary. The form of any award would be determined at the relevant time.

Where an Executive Director is appointed from within the Group, the normal policy of the Company is that any legacy arrangements should be honoured in line with the original terms and conditions. Similarly, if an Executive Director is appointed following the Company’s acquisition of, or merger with, another company, legacy terms and conditions should be honoured.

In the event of the appointment of a new Non-Executive Director, remuneration arrangements will be in line with those detailed in the 2018 Remuneration Policy table above.

Service Contracts and Letters of Appointment

The Executive Directors have service contracts with the Company as detailed below. The Company’s practice is that the service contracts of Executive Directors should contain a 12 month notice period for both the Executive and the Company.

Executive Director	Date of service contract	Notice period
Forsyth Black	2 June 2017	Terminable on 52 weeks’ notice
Giles Wilson	2 June 2017	Terminable on 52 weeks’ notice
John Geddes	2 June 2017	Terminable on 52 weeks’ notice

All Executive Directors’ service contracts and Non-Executive Directors’ letters of appointment are available for inspection at the Company’s registered office.

The Chairman and each of the Non-Executive Directors have letters of appointment. The letters of appointment do not contain any contractual entitlement to a termination payment and the Non-Executive Directors can be removed in accordance with the Company’s articles of association. The Chairman and all Non-Executive Directors are subject to annual re-election.

Payments to Outgoing Directors

Executive Directors will be entitled to receive their basic salary and contractual benefits for any notice period. The Company may, in its absolute discretion, elect to terminate an Executive Director’s employment by making a payment in lieu of notice of the individual’s salary for that period. The Remuneration Committee may structure any such payments in such a way as it deems appropriate, taking into account the circumstances of departure.

Any payments of compensation will be subject to negotiation and the 2018 Remuneration Policy includes consideration of appropriate mitigation, including phasing of payments.

In the event of a Director's departure, any outstanding share awards will be treated in accordance with the rules of the relevant share plan.

The following principles apply for the treatment of remuneration elements following loss of office of a Director:

Annual bonus

There is no automatic entitlement to annual bonus. Taking into account the circumstances of leaving, the Remuneration Committee may award a bonus in respect of performance in the relevant financial year with appropriate consideration of time pro-rating.

Bonus in deferred shares

Deferred bonus shares are required to be transferred back to the Company (or the Director to pay the market value of such shares to the Company) in circumstances of resignation or dismissal. In other circumstances the deferred bonus shares would normally be retained by the Director.

VCP

In the event of a Participant's death, any unvested Awards held by that Participant will vest and be released at that point based on the value growth achieved at the time of cessation of employment. Any additional performance conditions will also be tested at the time of cessation of employment. The number of Ordinary Shares that vest will be reduced to take into account the proportion of the performance period that had elapsed on the date of cessation of employment. The holding period would continue to apply unless the Remuneration Committee decides that the holding period will be reduced or waived.

If a Participant ceases to be an employee because of injury, disability, sale of their employer or in any circumstances at the discretion of the Remuneration Committee, a Good Leaver, any unvested Awards held by that Participant will continue and vest and be released in line with the VCP's ordinary provisions, except that the number of Ordinary Shares will be reduced to take into account the proportion of the performance period that has elapsed at cessation of employment. Alternatively, the Remuneration Committee may determine that unvested Awards will be treated in the same way as in the event of a Participant's death or that the holding period will be reduced or waived.

For all other leavers, all unvested Awards will lapse following cessation of employment.

If a Participant ceases employment during the holding period applying to a tranche of an Award, that tranche will normally continue and be released in line with the VCP's ordinary provisions, unless the Remuneration Committee determines that it will be released earlier.

LTIP

If a Director ceases office or employment with the Company any unvested LTIP awards will lapse unless the individual is a good leaver.

Good leavers are those participants who leave by reason of injury, disability, retirement (with the agreement of the employing company), redundancy, the transfer of the individual's employing company or business out of the Group or such other circumstances as the Remuneration Committee may determine. This discretion will not be

exercised where the individual is dismissed for misconduct. Awards will vest no earlier than the normal vesting date subject to performance to the end of the relevant performance period and time pro-rating. The Remuneration Committee may determine the extent to which the additional holding period will continue to apply post leaving.

If the participant dies, awards will normally vest as soon as practical on a time-apportioned basis and subject to the Remuneration Committee's assessment of the likelihood that the performance conditions will be met in the ordinary course of events.

Pension

The Director will be eligible to receive the standard contribution to the defined contribution pension plan, or cash equivalent, during the notice period.

Company Sharesave Scheme

Leavers will be treated in accordance with the rules of the approved scheme.

Benefits

The Company may make a contribution towards reasonable legal fees incurred in relation to any agreement to cease employment.

Buyout awards and additional recruitment awards

The Remuneration Committee should determine the leaving terms for any such award at the time of grant.

The Remuneration Committee reserves the right to make any other payments in connection with a Director's cessation of office or employment where the payments are made in good faith in discharge of an existing legal obligation (or by way of damages for breach of such an obligation) or by way of a compromise or settlement of any claim arising in connection with the cessation of a Director's office or employment. Any such payments may include, but are not limited to, amounts in respect of accrued leave, paying any fees for outplacement assistance and/or the Director's legal or professional advice fees in connection with his cessation of office or employment.

In the event of a change of control or winding-up of the Company, the treatment of share awards will be in accordance with the rules of the relevant share plan which, in summary, are as follows:

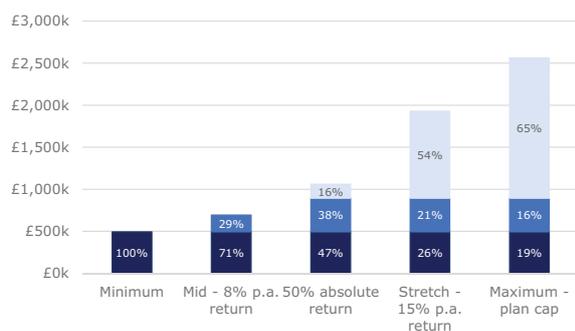
- LTIP awards may vest upon a change of control, taking into account the Remuneration Committee's assessment of the extent to which the performance targets have been met and the proportion of the performance period that has elapsed.
- VCP Awards will vest and be released on a change of control based on performance achieved to that point. The number of Ordinary Shares to which a Participant is entitled will be determined by reference to the share price on completion of the change of control. The hurdle rate used will be the higher of 8 per cent. per annum and 25 per cent. The total VCP Value cap of £30 million will apply.

Illustrations of Remuneration Policy

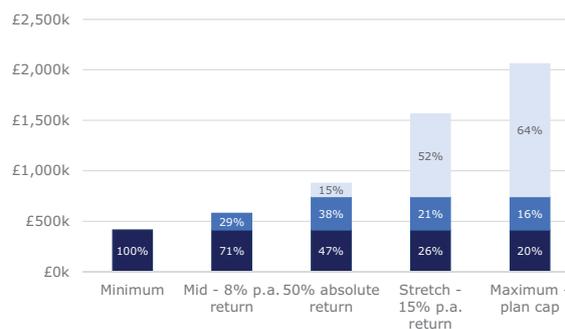
The following charts illustrate the different elements of the Executive Directors' remuneration under five different performance scenarios: 'Minimum', 'Mid - 8 per cent. per annum return', '50 per cent. absolute return', 'Stretch - 15 per cent. per annum return' and 'Maximum - plan cap'. The assumptions used are provided below the charts.

The Awards are tested in three tranches over 3.5 years, 4.5 years and 5.5 years. The Award is therefore comparable to three LTIP awards. The charts below show the potential VCP payments in aggregate for all three tranches of the Award, annualised over the average performance period for the three tranches. The maximum value available to the executive directors under the VCP is shown on page 42 of this document.

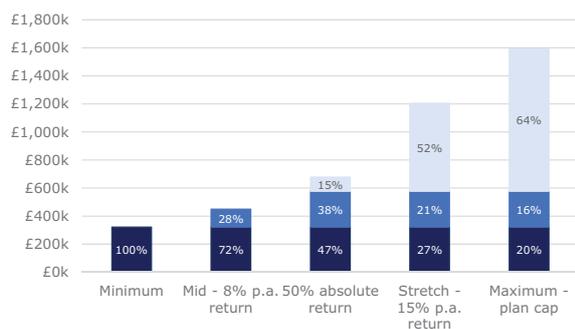
Chief Executive Officer



Chief Financial Officer



Corporate Affairs Director & Group Company Secretary



Component	'Fixed'	'Mid - 8 per cent. per annum return'	'50 per cent. absolute return'	'Stretch - 15 per cent. per annum return'	'Maximum - plan cap'
Base salary	Base salary for 2018				
Pension	Defined contribution / cash supplement - 20 per cent. of salary				
Benefits ¹	Taxable value of annual benefits provided in 2017				
Annual bonus (cash and Ordinary Shares)	0 per cent. of salary	50 per cent. of salary	100 per cent. of salary	100 per cent. of salary	100 per cent. of salary
VCP ²	No vesting	Total shareholder return performance assumed to be equal to hurdle of 8 per cent. per annum	Total shareholder return performance assumed to be 50 per cent. over 4.5 years (the average performance period for the three tranches) ²	Total shareholder return performance assumed to be equal to stretch hurdle of 15 per cent. per annum	Total shareholder return performance assumed to be at a level which results in the overall plan cap of £30 million being met

Notes:

- Benefits exclude one-off relocation costs provided in 2017.
- The 50 per cent. absolute total shareholder return scenario has been shown on a voluntary basis taking into account the new UK reporting requirements which will be formally introduced from 2019 onwards. The 50 per cent. absolute total shareholder return performance over 4.5 years translates into 9.4 per cent. per annum total shareholder return. This return rate is applied to all three tranches of the Award for the purpose of the illustration.
- Assuming a start price of £6.30, the maximum amount is achievable if growth of 18.8 per cent. per annum is achieved over 3.5 years, 4.5 years and 5.5 years, assuming constant growth. As each tranche is tested independently, if total shareholder return per annum is lower than 18.8 per cent. over either of the 3.5 year or 4.5 year period, this would mean that returns of more than 18.8 per cent. would be required over the 5.5 year period in order for the cap to be reached.

Consideration of Employee Conditions Elsewhere in the Group

The average base salary increase awarded across the workforce provides a key reference point when determining levels of increase for the Executive Directors to ensure that all arrangements remain reasonable.

The Group employs over 36,000 people in 273 locations globally and the Remuneration Committee therefore did not believe it practical or reasonable to consult employees on the 2018 Remuneration Policy for Executive Directors. The Remuneration Committee took into account employee conditions across the Group when determining the 2018 Remuneration Policy.

Consideration of Shareholder Views

The Remuneration Committee reviews shareholder feedback on Executive remuneration matters as well as developments in investor body guidelines, and has taken these into account in formulating Executive remuneration policies. The Remuneration Committee consulted with some of its major shareholders in relation to the VCP prior to the publication of this 2018 Remuneration Policy. Due to restrictions relating to inside information, prior to the announcement of the Disposal, the Remuneration Committee was limited in its ability to consult more widely with shareholders.

PART VIII: ADDITIONAL INFORMATION

1. RESPONSIBILITY

John Menzies and the Directors, whose names appear in Part I (*Letter from the Chairman*) of this document, accept responsibility for the information contained in this document. To the best of the knowledge and belief of John Menzies 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 this document does not omit anything likely to affect the import of such information.

2. JOHN MENZIES DETAILS

John Menzies was incorporated and registered in Scotland on 9 March 1960, with registered number SC034970, as a company limited by shares under the Companies Acts 1948 to 1985 and with the name John Menzies (Holdings) Limited. John Menzies was re-registered as a public limited company, named John Menzies (Holdings) plc, on 8 March 1982. The Company's name was subsequently changed to John Menzies plc on 30 June 1982.

John Menzies is domiciled in the UK and its registered and head office is at 2 Lochside Avenue, Edinburgh Park, Edinburgh, EH12 9DJ. The Company's main telephone number is +44 (0) 131 467 8070.

The principal legislation under which John Menzies operates is the Companies Act.

3. MEMBERS OF THE BOARD INTERESTS

3.1 The direct or indirect interests of Directors, and their respective closely associated persons, in the ordinary share capital of the Company as at 27 July 2018 (being the latest practicable date prior to the date of this document), as identified by them pursuant to the Disclosure Guidance are as follows:

Name	Ordinary Shares	
	Number	Percentage of issued share capital
Dr Dermot F. Smurfit	445,000	0.53
Forsyth Black	64,275	0.08
Giles Wilson ¹	45,384	0.05
John Geddes ²	40,740	0.05
Paul Baines	3,000	0.00
Geoffrey Eaton	4,077	0.00
David Garman	13,571	0.02
Philipp Joeinig	50,000	0.06
Drusilla Maizey	2,035	0.00

Notes:

1. Includes 34,293 Ordinary Shares held by a member of Giles Wilson's family.
2. Includes 30,690 Ordinary Shares held by a member of John Geddes' family.

3.2 Certain members of the Board also have interests in Ordinary Shares as a result of having been granted awards under the LTIP. As at 27 July 2018 (being the latest practicable date prior to the date of this document), the following awards have been granted to Directors pursuant to the LTIP:

Name	Description	Awards outstanding
Forsyth Black	2016 LTIP conditional Ordinary Shares	76,736
	2017 LTIP conditional Ordinary Shares	60,449
	2018 LTIP conditional Ordinary Shares	51,244
Giles Wilson	2016 LTIP conditional Ordinary Shares	37,610
	2017 LTIP conditional Ordinary Shares	51,813
	2018 LTIP conditional Ordinary Shares	47,584
John Geddes	2016 LTIP conditional Ordinary Shares	33,571
	2017 LTIP conditional Ordinary Shares	43,178
	2018 LTIP conditional Ordinary Shares	36,603

3.3 Certain members of the Board also have interests in Ordinary Shares under the John Menzies Employee Share Plans (other than the LTIP). Details of these interests as at 27 July 2018 (being the latest practicable date prior to the date of this document) are as follows:

Name	Description	Performance measures	Awards outstanding	Price payable (pence per Ordinary Share)	Vesting date/end of performance period
Forsyth Black	2016 SMP conditional Ordinary Shares	Yes	2,385	Nil	December 2018
	2016 BSP conditional Ordinary Shares	No	2,661	Nil	December 2018
	2017 BSP conditional Ordinary Shares	No	4,757	Nil	December 2019
	2018 BSP conditional Ordinary Shares	No	5,562	Nil	December 2020
	2015 SAYE options	No	767	309p	December 2018
	2016 SAYE options	No	704	424p	December 2019
	2017 SAYE options	No	634	567p	December 2020
Giles Wilson	2016 SMP conditional Ordinary Shares	Yes	2,757	Nil	December 2018
	2016 BSP conditional Ordinary Shares	No	849	Nil	December 2018
	2017 BSP conditional Ordinary Shares	No	3,394	Nil	December 2019
	2018 BSP conditional Ordinary Shares	No	5,384	Nil	December 2020
	2016 SAYE options	No	704	424p	December 2019
	2017 SAYE options	No	634	567p	December 2020
	2017 BSP conditional Ordinary Shares	No	2,006	Nil	December 2019
John Geddes	2018 BSP conditional Ordinary Shares	No	4,141	Nil	December 2020
	2015 SAYE options	No	685	309p	December 2018
	2016 SAYE options	No	356	424p	December 2019
	2017 SAYE options	No	317	567p	December 2020

3.4 Other than as disclosed in this section 3 of this Part VIII (*Additional Information*) of this document and pursuant to the John Menzies Employee Share Plans, there are no other persons to whom any capital of any member of the Group is under option or agreed conditionally or unconditionally to be put under option.

3.5 No Director has or has had any interest in any transactions which are or were unusual in their nature or conditions or are or were significant to the business of the Group or any member of the Group and which were effected by the Group or any member thereof during the current or immediately preceding financial year or during an earlier financial year and which remain in any respect outstanding or unperformed.

3.6 There are no outstanding loans or guarantees granted or provided by any member of the Group to or for the benefit of any Director.

4. MAJOR SHAREHOLDERS

As at 25 July 2018 (being the latest practicable date prior to the date of this document), in so far as is known to the Company, the name of each person who, directly or indirectly, is interested in voting rights representing 3 per cent. or more of the total voting rights in respect of the Company's issued ordinary share capital, and the amount of such person's holding, is as follows:

Name	Ordinary Shares	
	Number	Percentage of issued share capital
Kabouter Management LLC	10,488,989	12.56
Menzies Family Holdings ¹	8,966,718	10.73
Axxion S.A. ²	8,341,866	9.99
Lakestreet Capital Partners AG	5,390,643	6.45
D.C. Thomson & Company Limited	5,013,058	6.00
Sterling Strategic Value Fund S.A.	4,200,000	5.03
Premier Asset Management	3,467,269	4.15

Notes:

1. The wider John Menzies family together held 8,966,718 or 10.73 per cent. of the Company's total issued ordinary share capital; these shareholdings are, however, not required to be aggregated in accordance with the Disclosure Guidance and are included in this document for information purposes only.
2. Axxion S.A. acting on behalf of Frankfurter Aktienfonds für Stiftungen and Frankfurter Stiftungsfonds.

So far as the Company is aware, the Company is not directly or indirectly owned or controlled by another corporation, any foreign government or any other natural or legal person, severally or jointly.

None of the major Shareholders referred to above have different voting rights from other Shareholders.

5. DIRECTORS' SERVICE AGREEMENTS AND LETTERS OF APPOINTMENT

5.1 Details of the Executive Directors' service agreements are set out below, as at the financial year ended 31 December 2017:

Name	Position	Salary	Date of service agreement	Commencement of appointment	Expiry date of service agreement
Forsyth Black	President & Managing Director, Menzies Aviation	£350,000	2 June 2017	13 January 2016	N/A
Giles Wilson	Chief Financial Officer	£325,000	2 June 2017	1 June 2016	N/A
John Geddes	Corporate Affairs Director & Group Company Secretary	£250,000	2 June 2017	23 November 2016	N/A

5.2 In addition to the base salaries referred to in section 5.1 above, the Executive Directors are entitled to participate in the BSP and LTIP (as detailed in section 3 above).

5.3 The Executive Directors are also entitled to participate in the HMRC-approved SAYE scheme.

5.4 Each Executive Director may elect to receive a cash allowance through the Company's company car scheme, payable monthly with their salary and subject to deductions for tax and national insurance.

5.5 Each of the Executive Directors' appointments are terminable by the Company on twelve months' notice and with earlier termination for cause. In the event of early termination by the Company, other than for cause, the relevant Executive Director will, subject to a duty to mitigate their loss, be entitled to a payment in lieu of notice, comprising: (i) the Executive Director's basic salary; (ii) an amount equal to the

pension contributions that would have been paid during the notice period into a pension on the Executive Director's behalf, payable into a pension scheme designated by the Executive Director, or, where the Executive Director is in receipt of a pension allowance, the amount of that pension allowance; and (iii) 4.0 per cent. of the Executive Director's basic salary in respect of all other benefits, in each case, in respect of any remaining period of notice. Payments relating to the John Menzies Employee Share Plans are not included in this payment and are dealt with in accordance with the rules of the applicable plan. There are no other provisions for compensation payable on early termination of an Executive Director's service agreement.

- 5.6 Each Executive Director may terminate their respective appointment upon the giving of not less than 12 months' notice.
- 5.7 Each Executive Director has acknowledged that, due to the nature of their role and particular responsibilities arising as a result of such duties, they have access to confidential information and agree to certain restrictive covenants after termination in order to protect this confidential information.
- 5.8 The Company provides the Executive Directors with access to the Company's personal money purchase pension scheme (or payment of an equivalent pension allowance), life assurance scheme and long-term disability scheme. Each Executive Director is also entitled to participate in the Company's private medical insurance cover.
- 5.9 Details of the Non-Executive Directors are set out below:

Name	Basic fee	Committee membership fee	Committee chairperson fee	Senior Independent Director fee	Total	Date of appointment
Dr Dermot F. Smurfit ¹	£150,000	—	—	—	£150,000	25 July 2016
Paul Baines	£40,000 (plus VAT)	—	£6,000 (plus VAT)	—	£46,000	1 June 2016
Geoffrey Eaton	£40,000	—	£6,000	—	£46,000	1 June 2015
David Garman	£40,000	£2,500	—	£6,000	£48,500	1 June 2015
Philipp Joeinig ²	£40,000	£2,500	—	—	£25,000	1 June 2017
Drusilla Maizey	£40,000	—	£6,000	—	£46,000	19 May 2014

Notes:

1. The Chairman's fees comprise a cash fee of £150,000 per annum plus up to 20,000 Ordinary Shares per annum for each of the financial years ended 31 December 2016, 2017 and 2018. This fee arrangement was approved by Shareholders at the Company's general meeting convened on 11 October 2016.
2. Whilst Philipp Joeinig's basic fee is £40,000, in line with the basic fee payable to each of the Non-Executive Directors (other than the Chairman), this was pro-rated for the financial year ended 31 December 2017 as he joined the Board on 1 June 2017.

- 5.10 The annual fee of each Non-Executive Director is subject to annual review. David Garman and Philipp Joeinig are each entitled to an additional fee of £2,500 for membership of a Board committee. Geoffrey Eaton and Drusilla Maizey are each entitled to an additional fee of £6,000, and Paul Baines is entitled to an additional fee of £6,000 plus VAT, for chairing of a Board committee. David Garman is also entitled to an additional fee of £6,000 for the role of Senior Independent Director.
- 5.11 Each Non-Executive Director is entitled to all reasonable expenses incurred in the performance of their duties. Non-Executive Directors are not entitled to participate in the John Menzies Employee Share Plans.
- 5.12 Save for Dr Dermot F. Smurfit, each Non-Executive Director is:
- 5.12.1 appointed pursuant to a letter of appointment, the terms of which recognise that their appointment is subject to the Company's articles of association and their service is at the discretion of the Shareholders; and

5.12.2 appointed for an initial term of three years (subject to re-election at the Company's annual general meeting) and thereafter their appointment is terminable on one month's written notice by either the Company or the relevant Non-Executive Director.

5.13 Dr Dermot F. Smurfit has been appointed for an initial term of three years which may thereafter be extended by agreement between the Company and Dr Dermot F. Smurfit. His appointment is terminable at any time on three months' notice by either the Company or Dr Dermot F. Smurfit. The Company will award Dr Dermot F. Smurfit up to 20,000 Ordinary Shares for each of the financial years ended 31 December 2016, 2017 and 2018 where such arrangement shall be a cash fee to be satisfied by way of Ordinary Shares.

5.14 Philipp Joeinig was appointed to the Board as a Non-Executive Director on 1 June 2017.

6. DETAILS OF KEY INDIVIDUALS

6.1 The following individuals are deemed key to the operation of Menzies Distribution:

Name of key individual	Position
Greg Michael	Managing Director, Menzies Distribution
Paul McCourt	Finance Director, Menzies Distribution

7. RELATED PARTY TRANSACTIONS

Save as disclosed in the financial information incorporated by reference into this document for the financial years ended 31 December 2015, 2016 and 2017, there are no related party transactions by John Menzies or members of the Group that were entered into during the financial years ended 31 December 2015, 2016 and 2017. There have been no additional related party transactions by any of John Menzies or members of the Group that were entered into during the period between 31 December 2017 and 27 July 2018 (being the latest practicable date prior to the date of this document).

In particular, further detail regarding related party transactions can be found on pages 133, 135 to 136 and 157 of the Annual Report 2015, the Annual Report 2016 and the Annual Report 2017, respectively.

8. MATERIAL CONTRACTS

8.1 Material contracts of the Retained Group

The following are all of the contracts (not being contracts entered into in the ordinary course of business) which have been entered into by John Menzies and/or members of the Retained Group within the two years immediately preceding the date of this document and are, or may be, material to John Menzies or the Retained Group and which contain any provisions under which John Menzies or any member of the Retained Group has any obligations or entitlements which are, or may be, material to the Retained Group as at 27 July 2018 (being the latest practicable date prior to the date of this document):

8.1.1 *Sale and Purchase Agreement*

John Menzies and Endless BidCo entered into the Sale and Purchase Agreement dated 26 July 2018 governing the terms and conditions of the Disposal. Please refer to section 1 of Part III (*Principal Terms of the Disposal*) of this document for an overview of the key provisions of the Sale and Purchase Agreement.

8.1.2 *Transitional Services Agreement*

On or before Completion, John Menzies and Menzies Distribution Limited will enter into the Transitional Services Agreement for the provision of certain transitional services whilst Menzies Distribution Limited is being integrated into Endless BidCo as well as the provision of certain transitional services by

Menzies Distribution Limited to John Menzies. Please refer to section 2 of Part III (*Principal Terms of the Disposal*) of this document for an overview of the key provisions of the Transitional Services Agreement.

8.1.3 *Investment Agreement*

On or before Completion, John Menzies, Menzies Distribution Limited, Endless BidCo and Endless, amongst others, will enter into the Investment Agreement, pursuant to which certain of the rights as shareholders in Endless BidCo will be regulated. Please refer to section 3 of Part III (*Principal Terms of the Disposal*) of this document for an overview of the key provisions of the Investment Agreement.

8.1.4 *Brand Licence*

At Completion, John Menzies and Menzies Distribution Limited will enter into a Brand Licence, pursuant to which Menzies Distribution Limited will be granted the right to continue to use relevant trademarks of the John Menzies brand. Please refer to section 4 of Part III (*Principal Terms of the Disposal*) of this document for an overview of the key provisions of the Brand Licence.

8.1.5 *ASIG Acquisition Agreement*

A summary of the agreement in respect of the ASIG Acquisition which was entered into by John Menzies and/or members of the Group on 16 September 2016 is set out in the Prospectus in Part XI (*Key Transaction Terms*), pages 184 to 187, which summary is hereby incorporated by reference into this document.

8.1.6 *Additional Agreements*

Summaries for additional material contracts which have been entered into by John Menzies and/or members of the Retained Group within the two years immediately preceding the date of this document and are, or may be, material to John Menzies or the Retained Group are set out in the Prospectus in sections 17.1, 17.2, 17.3, 17.4, 17.9, 17.10 and 17.11 of Part XII (*Additional Information*), pages 229 to 237, which summaries are hereby incorporated by reference into this document.

8.1.7 *Facilities Agreements*

Summaries for the facilities agreements which have been entered into by John Menzies and/or members of the Group (including Menzies Distribution Limited) within the two years immediately preceding the date of this document which are, or may be, material to John Menzies or the Group are out in the Prospectus in section 15 of Part XII (*Additional Information*), pages 217 to 229, which summaries are hereby incorporated by reference into this document.

8.2 Material contracts of Menzies Distribution

The following are all of the contracts (not being contracts entered into in the ordinary course of business) which have been entered into by Menzies Distribution within the two years immediately preceding the date of this document and are, or may be, material to Menzies Distribution and which contain any provisions under which Menzies Distribution has any obligations or entitlements which are, or may be, material to Menzies Distribution as at 27 July 2018 (being the latest practicable date prior to the date of this document):

8.2.1 *Gnewt Cargo Limited Sale and Purchase Agreement*

Menzies Distribution Limited (as buyer), Samuel Norreys Clarke and Matthew James Linnecar (together the **“Gnewt Sellers”**) entered into a sale and purchase agreement (**“Gnewt SPA”**) on 31 August 2017 relating to the disposal by the Gnewt Sellers of 50.2 per cent. of the issued share capital of Gnewt Cargo Limited (**“Gnewt”**). The Gnewt SPA is governed by the laws of England and Wales.

Pursuant to the terms of the Gnewt SPA, Menzies Distribution acquired 50.2 per cent. of the issued share capital of Gnewt from the Gnewt Sellers for the cash consideration of £10,000.

The Gnewt Sellers gave legal, title and commercial warranties to Menzies Distribution of a type customary for a transaction of this nature, including in respect of Gnewt's business, accounting and financial matters and compliance with legal requirements.

Menzies Distribution Limited has provided the Gnewt Sellers with a full and on demand indemnity in respect of losses suffered by the Gnewt Sellers in connection with a deed of guarantee and indemnity entered into between Alphabet (GB) Limited and the Gnewt Sellers.

8.2.2 E M News Distribution Sale and Purchase Agreement

Menzies Distribution Limited (as buyer), and Eason and Son Limited and Eason (N.I.) Holdings Limited (together the "**E M News Sellers**") and E M News Distribution (Ireland) Limited ("**EMNDI**") and EM News Distribution (NI) Limited ("**EMNDNI**") (together the "**E M Targets**") entered into a sale and purchase agreement on 26 May 2017 relating to the disposal by the E M News Sellers of 75 per cent. of the issued share capital of EMNDI and 25 per cent. of the issued share capital of EMNDNI ("**E M News SPA**"). The E M News SPA is governed by the laws of Ireland.

Pursuant to the terms of the E M News SPA, Menzies Distribution Limited acquired 75 per cent. of the issued share capital of EMNDI and 25 per cent. of the issued share capital of EMNDNI for consideration of €255,333 and €1,893,398, respectively.

The E M News Sellers gave commercial warranties to Menzies Distribution Limited of a type customary for a transaction of this nature, including in relation to the business of the E M Targets, accounting and financial matters, property, agreements and arrangements, litigation and compliance with laws and tax.

8.2.3 Edinburgh Arts and Entertainment Limited Sale and Purchase Agreement

Menzies Distribution Limited (as buyer) and Glen Duncan Bennett, Susan Claire Bennett and Neil Lucas (together the "**Edinburgh Sellers**") entered into a sale and purchase agreement ("**Edinburgh Arts SPA**") on 30 September 2016 relating to the disposal of the entire issued share capital of Edinburgh Arts and Entertainment Limited ("**Edinburgh Arts**"). The Edinburgh Arts SPA is governed by the laws of Scotland.

Pursuant to the terms of the Edinburgh Arts SPA, Menzies Distribution Limited acquired 100 per cent. of the entire issued share capital of Edinburgh Arts for the following consideration: (i) an initial payment of £55,401; and (ii) any adjustments required if the combined net debt and net working capital value was equal to or less than £200,000.

The Edinburgh Sellers jointly gave legal and title warranties and Glen Duncan Bennett and Susan Claire Bennett ("**Warrantors**") gave commercial warranties to Menzies Distribution Limited of a type customary for a transaction of this nature, including in respect of the businesses of Edinburgh Arts, accounting and financial matters and assets and property.

The Warrantors gave joint and several indemnities to Menzies Distribution Limited in full and on demand from and against all and any losses and liabilities arising from certain disputes and other claims.

8.2.4 Additional Agreements

Summaries for additional material contracts which have been entered into by Menzies Distribution Limited and/or members of its Group within the two years immediately preceding the date of this document and are, or may be, material to Menzies Distribution Limited are set out in the Prospectus in sections 17.5, 17.6 and 17.7 of Part XII (*Additional Information*), pages 232 to 233, which summaries are hereby incorporated by reference into this document.

9. LITIGATION

9.1 John Menzies litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which John Menzies is aware) during the 12 months preceding the date of this document which may have, or have had, significant effects on the financial position or profitability of John Menzies or the Group other than in respect of a personal injury claim resulting from a fall from height at Luton Airport. Whilst the personal injury claim itself is being processed in accordance with the protocols covering civil personal injuries in England and Wales and no litigation is expected to arise from it, the Health and Safety Executive is also conducting an ongoing investigation. The Health and Safety Executive has already served a notice of contravention which is likely to be pursued further although no proceedings have been initiated as at the date of this document. To the extent that the Health and Safety Executive prosecutes successfully, the fine to be levied against Menzies Aviation (UK) Limited, a subsidiary of John Menzies, could be substantial.

9.2 Menzies Distribution Limited litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which John Menzies is aware) during the 12 months preceding the date of this document which may have, or have had, significant effects on the financial position or profitability of Menzies Distribution Limited.

10. NO SIGNIFICANT CHANGE IN THE FINANCIAL OR TRADING POSITION

10.1 John Menzies

There has been no significant change in the financial or trading position of the Group since 31 December 2017, the date to which John Menzies' last audited consolidated financial information was prepared.

10.2 Menzies Distribution Limited

There has been no significant change in the financial or trading position of Menzies Distribution Limited and Menzies Distribution Limited Group since 31 December 2017, the date to which the unaudited consolidated financial information on Menzies Distribution Limited and Menzies Distribution Limited Group presented in Part IV (*Financial Information of Menzies Distribution Limited*) of this document was prepared.

11. WORKING CAPITAL

John Menzies is of the opinion that the working capital available to it and the Retained Group is sufficient for its present requirements, that is for at least the next 12 months from the date of publication of this document.

12. CONSENTS

12.1 Rothschild & Co has given and has not withdrawn its written consent to the inclusion in this document of references to its name in the form and context in which the name appears.

12.2 Ernst & Young LLP has given and has not withdrawn its written consent to the inclusion of its report on the unaudited *pro forma* financial information set out in Section B of Part V (*Unaudited Pro Forma Financial Information Relating to the Group*) of this document in the form and context in which it is included.

13. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be available for inspection, during usual business hours on any Business Day, at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA from the date of this document up to and including the date of the General Meeting:

13.1 the Company's articles of association;

- 13.2 the audited consolidated accounts of John Menzies for the financial periods ended 31 December 2015, 31 December 2016 and 31 December 2017;
- 13.3 the written consents referred to in section 12 of this Part VIII (*Additional Information*) of this document;
- 13.4 the Sale and Purchase Agreement
- 13.5 the rules of the VCP; and
- 13.6 this document.

PART IX: DEFINITIONS

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

“2017 Annual General Meeting”	the Company’s annual general meeting held on 12 May 2017
“2018 Remuneration Policy”	the revised remuneration policy proposed to be adopted by the Company upon Completion of the Disposal and as described in Part VII (<i>2018 Remuneration Policy</i>) of this document
“Acquisition Properties”	the portfolio of properties that will be transferred from the John Menzies Group to the Menzies Distribution Limited Group Companies which consists of six freehold properties (located at Weybridge, Ipswich, Norwich, Stockton-on-Tees, Aberdeen and Paisley) and two long leasehold properties (located at Swansea and Newbridge)
“Annual Report 2015”	the annual report and accounts prepared by John Menzies for the financial year ended 31 December 2015
“Annual Report 2016”	the annual report and accounts prepared by John Menzies for the financial year ended 31 December 2016
“Annual Report 2017”	the annual report and accounts prepared by John Menzies for the financial year ended 31 December 2017
“ASIG”	ASIG Holding Limited and ASIG Holding Corp. taken together
“ASIG Acquisition”	the acquisition of ASIG by certain members of the Group
“Award”	the opportunity to receive a number of Ordinary Shares by the Participants under the VCP, as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“Award Value”	the percentage of VCP Value represented by each Award, as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“BCIP”	the Company’s bonus co-investment plan
“Board” or “Directors”	the Executive Directors and Non-Executive Directors whose names are set out on page 5 of this document
“Brand Licence”	the Trade Mark Licence to be signed by John Menzies and Menzies Distribution Limited at Completion which gives Menzies Distribution Limited the right to continue to use relevant trademarks as authorised by the Brand Licence
“BSP”	the Company’s bonus share plan
“Business Day”	a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in London
“certificated” or “in certificated form”	a share or other security which is not in uncertificated form (i.e. not in CREST)
“Companies Act”	the UK Companies Act 2006, as amended from time to time
“Company” or “John Menzies”	John Menzies plc, a public limited company incorporated under the laws of Scotland with registered number SC034970
“Completion”	completion of the Disposal in accordance with the terms of the Sale and Purchase Agreement
“CREST”	the UK-based system for the paperless settlement of trades in listed securities, of which Euroclear is the operator

“CREST Manual”	the rules governing the operation of CREST, consisting of the CREST Reference Manual, CREST International Manual, CREST Central Counterparty Service Manual, CREST Rules, Registrars Service Standards, Settlement Discipline Rules, CCSS Operations Manual, Daily Timetable, CREST Application Procedure, CREST Glossary of Terms and CREST Terms and Conditions (all as defined in the CREST Glossary of Terms promulgated by Euroclear on 15 July 1996 and as amended since)
“CREST Proxy Instruction”	a properly authenticated CREST message appointing and instructing a proxy to attend and vote in place of an Shareholder at the General Meeting and containing the information required to be contained in the CREST Manual
“Directors’ Remuneration Policy”	the Directors’ remuneration policy approved at the Company’s 2017 Annual General Meeting
“Disclosure Guidance”	the Disclosure Guidance and Transparency Rules made by the FCA under section 73A of FSMA 2000, as amended from time to time
“Disposal”	the proposed disposal of the entire issued share capital of Menzies Distribution Limited by the Group to Endless BidCo
“Disposal Agreements”	the Sale and Purchase Agreement, the Investment Agreement, the Transitional Services Agreement and the Brand Licence
“EBITDA”	earnings before interest, tax, depreciation and amortisation
“Endless”	Endless LLP, which is authorised and registered by the FCA with registered number 474096
“Endless BidCo”	Endless NewCo 2 Limited, a company incorporated under the laws of England and Wales with registered number 11415994
“Endless TopCo”	Endless NewCo 1 Limited, a company incorporated under the laws of England and Wales with registered number 11407715
“Euro” or “EUR”	the lawful currency of the European Union (as adopted by certain member states)
“Euroclear”	Euroclear UK & Ireland Limited, the operator of CREST
“Executive Directors”	the executive directors of the Company as at the date of this document
“FCA”	the UK Financial Conduct Authority
“FCA Handbook”	the FCA’s handbook of rules and guidance, as amended from time to time
“First Resolution”	the resolution to be proposed to Shareholders at the General Meeting of Shareholders to approve the Disposal and as set out in the Notice of General Meeting of Shareholders contained in this document
“Forms of Proxy”	(i) the form of proxy relating to the General Meeting of Shareholders being sent to Ordinary Shareholders with this document; and (ii) the forms of proxy relating to the General Meeting of Preference Shareholders and the General Meeting of Shareholders in respect of the First Resolution only being sent to Preference Shareholders with this document, and each a “Form of Proxy”
“FSMA 2000”	the UK Financial Services and Markets Act 2000, as amended from time to time

“General Meetings”	the General Meeting of Shareholders and the General Meeting of Preference Shareholders and “General Meeting” means either one of them
“General Meeting of Preference Shareholders”	the general meeting of Preference Shareholders of John Menzies to be held at 11.30 a.m. (or as soon thereafter as the General Meeting of Shareholders concludes or adjourns) on 22 August 2018 at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA (and any adjournment thereof) for the purposes of considering and, if thought fit, approving the Preference Shareholder Resolution
“General Meeting of Shareholders”	the General Meeting of Shareholders of John Menzies to be held at 11.00 a.m. on 22 August 2018 at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA (and any adjournment thereof) for the purposes of considering and, if thought fit, approving the First, Second and Third Resolutions
“Good Leaver”	a Participant who ceases to be an employee of the Company because of injury, disability, the sale of the Participant’s employer out of the Group or other circumstances at the discretion of the Remuneration Committee, as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>)
“Group” or “John Menzies Group”	the Company and its subsidiary undertakings from time to time
“HMRC”	Her Majesty’s Revenue and Customs
“IFRS”	International Financial Reporting Standards
“Investment Agreement”	the investment agreement to be entered into on or before Completion between Menzies Distribution Limited, John Menzies and Endless BidCo, amongst others, pursuant to which the parties’ rights as shareholders in Endless BidCo will be regulated
“John Menzies Employee Share Plans”	the SAYE, LTIP, BSP and SMP
“John Menzies Pension Scheme”	the defined benefit pension scheme operated by the Group in the UK and comprising Section A and Section B
“KRAs”	the Key Results Areas that are used to assess performance for the relevant financial year, as defined in Part VII (<i>2018 Remuneration Policy</i>) of this document
“Listing Rules”	the listing rules made by the FCA under section 73A of FSMA 2000
“London Stock Exchange”	the London Stock Exchange plc or its successor
“Long-Stop Date”	the date falling three months following the date of the Sale and Purchase Agreement
“LTIP”	the Company’s long-term incentive plan
“Menzies Distribution Limited”	Menzies Distribution Limited, a private limited company incorporated under the laws of England and Wales with registered number 01430241
“Menzies Distribution Limited Group Companies”	Menzies Distribution Limited and its Subsidiaries
“Menzies Aviation”	the operating division of the Group delivering passenger, ramp and cargo services to airline operators, with parent company Menzies Aviation plc, a public limited company incorporated under the laws of England and Wales with registered number 02961404

“Menzies Distribution”	the operating division of the Group delivering distribution and marketing services to the newspaper and magazine supply chain in the UK, with parent company Menzies Distribution Limited, a private limited company incorporated under the laws of England and Wales with registered number 01430241
“Non-Executive Directors”	the non-executive directors of the Company as at the date of this document
“Notices of General Meetings”	the notice of the General Meeting of Shareholders and notice of General Meeting of Preference Shareholders contained in this document
“Ordinary Shares”	ordinary shares of £0.25 each in the capital of John Menzies
“Ordinary Shareholders”	holder(s) of Ordinary Shares
“Participants”	the participants of the VCP as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“PIC Contract”	an insurance buy-in contract entered into with PIC on 6 June 2018 covering all the pension liabilities in payment for and in respect of members of Section B of PIC
“PIC”	Pension Insurance Corporation plc
“Preference Shares”	the nine per cent. cumulative preference shares of nominal value £1.00 each in the capital of John Menzies
“Preference Shareholders”	holder(s) of Preference Shares
“Preference Shareholder Resolution”	the special resolution to be proposed to Preference Shareholders at the General Meeting of Preference Shareholders to approve the Disposal and as set out in the Notice of General Meeting of Preference Shareholders contained in this document
“Prospectus”	the prospectus published by John Menzies on 16 September 2016 in relation to the ASIG Acquisition
“Prospectus Rules”	the rules for the purposes of Part IV FSMA in relation to the offer of securities to the public and the admission of securities to trading on a regulated market
“Registrar”	Computershare Investor Services PLC, whose registered office is at Pavilions, Bridgwater Road, Bristol, BS99 6ZZ
“Regulatory Information Service”	a regulatory information service as defined in the FCA Handbook
“Remuneration Committee”	the committee of the Board to determine remuneration established in accordance with the UK Corporate Governance Code
“Resolutions”	the resolutions to be proposed at the General Meetings and as set out in the Notices of General Meetings contained in this document
“Retained Group”	the Company and its subsidiaries and subsidiary undertakings, being the continuing business of the Group following Completion
“Sale and Purchase Agreement”	the conditional sale and purchase agreement dated 26 July 2018 entered into between John Menzies and Endless BidCo governing the terms and conditions of the Disposal
“SAYE”	the Company’s savings-related stock option scheme
“Second Resolution”	the resolution to be proposed to Ordinary Shareholders at the General Meeting of Shareholders to approve the 2018 Remuneration Policy and as set out in the Notice of General Meeting of Shareholders contained in this document

“Section A”	83 per cent. of the assets and liabilities of the John Menzies Pension Scheme
“Section B”	17 per cent. of the assets and liabilities of the John Menzies Pension Scheme
“Shareholder(s)”	Ordinary Shareholders and Preference Shareholders
“SMP”	the Company’s share matching plan
“Subsidiaries”	the subsidiaries of Menzies Distribution Limited as defined in the Sale and Purchase Agreement
“Third Resolution”	the resolution to be proposed to Ordinary Shareholders at the General Meeting of Shareholders to approve the VCP and as set out in the Notice of General Meeting of Shareholders contained in this document.
“Transitional Services Agreement”	the transitional services agreement to be entered into between John Menzies and Menzies Distribution Limited pursuant to which: (i) John Menzies will provide Menzies Distribution Limited with the use of or access to certain resources that will be retained by the Retained Group as at Completion; and (ii) Menzies Distribution Limited will provide John Menzies with certain services from the date of Completion
“Trustee”	the Trustee of Section B
“UK”	the United Kingdom of Great Britain and Northern Ireland
“US”	the United States of America (comprising the states of the US and the District of Columbia), its possessions and territories and all areas subject to its jurisdiction
“VAT”	value added tax
“VCP”	the John Menzies value creation plan proposed to be adopted by the Company upon completion of the Disposal and as described in Part I (<i>Letter from the Chairman</i>) and Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“VCP Value”	the aggregate value available under the VCP as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“Vested Shares”	the Ordinary Shares received by the Participant once they have the acquired the conditional right to acquire the number of Ordinary Shares equal to the Award Value, as defined in Part VI (<i>John Menzies plc Value Creation Plan</i>) of this document
“£”, “sterling”, “GBP” or “pence”	the lawful currency of the UK
“US\$”, “US Dollar” or “USD”	the lawful currency of the US

For the purposes of this document, “subsidiary”, “subsidiary undertaking” and “undertaking” have the meanings given by the Companies Act.

All times referred to are London time unless otherwise stated.

All references to legislation in this document are to the legislation of England and Wales unless the contrary is indicated. Any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof.

Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender.

Dated: 30 July 2018

PART X: INFORMATION INCORPORATED BY REFERENCE

This document should be read and construed in conjunction with the following documents which have been previously published and filed with the FCA and which shall be deemed to be incorporated into, and form part of, this document.

To the extent that any document or information incorporated by reference or attached to this document itself incorporates any document or information by reference, either expressly or impliedly, such document or information will not form part of this document for the purposes of the Listing Rules, except where such document or information is stated within this document as specifically being incorporated by reference or where this document is specifically defined as including such document or information.

Any statement contained in a document which is deemed to be incorporated by reference into this document shall be deemed to be modified or superseded for the purpose of this document to the extent that a statement contained in this document (or in a later document which is incorporated by reference into this document) modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this document.

The table below lists the various sections of certain documents which are incorporated by reference into this document in compliance with Listing Rule 13.1.3. The parts of these documents that are not incorporated by reference are either not relevant for investors or are covered elsewhere in this document. To the extent that any part of any information referred to below itself contains information which is incorporated by reference, such information shall not form part of this document.

Reference Document	Information incorporated by reference into this document	Page number(s) in reference document
For the financial year ended 31 December 2015		
Annual Report 2015	2015 Highlights	(i)
Annual Report 2015	Group and Company Balance Sheets	91
Annual Report 2015	Notes to the Accounts	95 to 133
For the financial year ended 31 December 2016		
Annual Report 2016	2016 Highlights	1
Annual Report 2016	Group and Company Balance Sheets	94
Annual Report 2016	Notes to the Accounts	97 to 136
For the financial year ended 31 December 2017		
Annual Report 2017	2017 Highlights	1
Annual Report 2017	Group and Company Balance Sheets	104
Annual Report 2017	Notes to the Accounts	108 to 159
Prospectus of John Menzies dated 16 September 2016		
Prospectus	Key terms of the ASIG Acquisition	184 to 187
Prospectus	Material Contracts	229 to 239
Prospectus	Facilities Agreements	217 to 229
Prospectus	Litigation and Arbitration Proceedings	239 to 241

John Menzies plc

*(Incorporated and registered in Scotland
with registered number SC034970)*

NOTICE OF GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that a **GENERAL MEETING** of shareholders of John Menzies plc (the "**Company**") will be held at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA at 11.00 a.m. on 22 August 2018 ("**General Meeting of Shareholders**") for the purposes of considering and, if thought fit passing, the following resolutions as ordinary resolutions. Resolution 1 will be proposed to the holders of ordinary shares and the holders of preference shares in the Company. Resolutions 2 and 3 will be proposed to the holders of ordinary shares in the Company.

The results of the voting at the General Meeting of Shareholders will be announced through a Regulatory Information Service and will appear on the Company's website (www.johnmenziesplc.com).

ORDINARY RESOLUTIONS

1. THAT the disposal by the Company of the entire issued share capital of Menzies Distribution Limited to investment funds managed by Endless LLP through a newly formed company, Endless NewCo 2 Limited, (the "**Disposal**"), as described in the circular to shareholders of the Company dated 30 July 2018 of which this Notice of General Meeting forms part (the "**Circular**"), be and is hereby approved and the directors of the Company (the "**Directors**") (or any duly constituted committee thereof) be authorised to take all such steps as may be necessary or desirable in connection with, and to implement and complete, the Disposal and associated matters with such modifications, variations, revisions, waivers or amendments (not being modifications, variations, revisions, waivers or amendments which are material in nature) as the Directors (or any duly constituted committee thereof) may deem necessary, expedient or appropriate.
2. THAT, subject to the passing of: (i) resolution 1 above; and (ii) a resolution approving the disposal by the Company of the entire issued share capital of Menzies Distribution Limited to investment funds managed by Endless LLP through a newly formed company, Endless NewCo 2 Limited, (the "**Disposal**"), as described in the circular to shareholders of the Company dated 30 July 2018 of which this Notice of General Meeting forms part (the "**Circular**"), by the holders of preference shares in the Company at the general meeting of preference shareholders, the directors' remuneration policy (as that term is used in section 439A of the Companies Act 2006), as set out in Section 2 of Part VII of the Circular, be and is hereby approved and will take effect immediately after the end of the general meetings of the Company on 22 August 2018.
3. THAT, subject to the passing of: (i) resolution 2 above; and (ii) a resolution approving the disposal by the Company of the entire issued share capital of Menzies Distribution Limited to investment funds managed by Endless LLP through a newly formed company, Endless NewCo 2 Limited, (the "**Disposal**"), as described in the circular to shareholders of the Company dated 30 July 2018 of which this Notice of General Meeting forms part (the "**Circular**") by the holders of preference shares in the Company at the general meeting of preference shareholders:
 - (a) the rules of the John Menzies plc Value Creation Plan (the "**VCP**") (the principal features of which are summarised in Section 2 of Part VI of the circular to shareholders of the Company dated 30 July 2018 of which this Notice of General Meeting forms part) be and are hereby approved, and the directors of the Company (the "**Directors**") be and are hereby authorised to do all such things in accordance with applicable law as may be necessary or desirable to carry the VCP into effect, including making such modifications as the Directors consider appropriate to take account of the requirements of the Financial Conduct Authority, HM Revenue and Customs and best practice; and

- (b) the Directors be and are hereby authorised to adopt further schemes for the benefit of employees outside the United Kingdom based on the VCP but modified to take account of local tax, exchange control or securities law in overseas territories, provided that any shares made available under such further schemes are treated as counting against any limits on individual or overall participation in the VCP.

By order of the Board

John Geddes
Group Company Secretary
2 Lochside Avenue
Edinburgh Park
Edinburgh
EH12 9DJ
30 July 2018

Notes:**1. Transfer**

If you have sold or transferred all your shares in the Company (“**Shares**”), you should forward this document to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was made, so that they can pass them to the person who now holds the Shares.

2. Appointment of proxies

A shareholder entitled to attend, speak and vote at the General Meeting may appoint a proxy or proxies (who need not be a shareholder of the Company) to attend, speak and vote at the General Meeting on their behalf. A form of proxy for shareholders which may be used to make such appointment and give proxy instructions is enclosed. The appointment of a proxy will not prevent a shareholder from subsequently attending and voting at the General Meeting in person.

A shareholder may appoint more than one proxy in relation to the General Meeting provided that each proxy is appointed to exercise the rights attached to a different Share(s) held by that shareholder. Forms of proxy must be returned to the Company’s share registrar at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6ZY, so as to be received not later than 11.00 a.m. on 20 August 2018.

3. Appointment of proxies electronically

Shareholders who would prefer to register the appointment of their proxy electronically via the internet can do so by visiting www.investorcentre.co.uk/eproxy and following the instructions provided. In order for a proxy appointment made electronically to be valid, it must be lodged on www.investorcentre.co.uk/eproxy and received not later than 11.00 a.m. on 20 August 2018. Any communication found to contain a computer virus will not be accepted.

4. Appointment of proxies through CREST

Alternatively, if you are a member of CREST, you may register the appointment of a proxy by using the CREST electronic proxy appointment service. Further details are given below.

CREST members who wish to appoint a proxy or proxies for the General Meeting, including any adjournment(s) thereof, through the CREST electronic proxy appointment service, may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed 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.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear UK & Ireland Limited’s specifications and must contain the information required for such instructions, as described in the CREST Manual (available via www.euroclear.com/en/about/our-rules.html). The message, regardless of whether it relates to the appointment of a proxy or to an amendment to the instruction given for a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Computershare Investor Services PLC (CREST participant ID 3RA50) by the latest time for receipt of proxy appointments specified above.

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 Computershare Investor Services PLC is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & Ireland Limited 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 their 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 provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The Company may treat a CREST Proxy Instruction as invalid in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

5. Right to attend and vote

Pursuant to regulation 41 of the Uncertificated Securities Regulations 2001 and section 360B of the Companies Act 2006 (“**2006 Act**”), the Company specifies that in order to have the right to attend and vote at the General Meeting (and also for the purpose of calculating how many votes a person entitled to attend and vote may cast) a person must be entered on the Register of Members of the Company by not later than 10.00 p.m. on 20 August 2018, being two Business Days before the time fixed for the General Meeting. Changes to entries on the Register of the Members after this time shall be disregarded in determining the rights of any person to attend or vote at the General Meeting and the number of Shares on which they can vote.

6. Right to ask questions

Shareholders attending the General Meeting have the right to ask questions relating to the business of the General Meeting and the Company has the obligation to answer such questions unless to do so would fall within one of the statutory exceptions. Therefore, no answer will be given if:

- (i) it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered;
- (ii) to do so would unduly interfere with the preparation for the General Meeting or involve disclosure of confidential information; or
- (iii) the answer has already been given on a website in the form of an answer to a question.

7. Nominated Persons

Any person to whom this Notice of General Meeting of Shareholders is sent who is a person nominated under section 146 of the 2006 Act to enjoy information rights (a “**Nominated Person**”) may, under an agreement between them and the shareholder by whom they were nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, they may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights. The statement of the rights of shareholders in relation to the appointment of proxies above does not apply to Nominated Persons. The rights described in these sections can be exercised only by shareholders of the Company.

8. Information about Shares and voting

At the General Meeting, votes will be taken by poll rather than on a show of hands. All votes cast at the General Meeting will be added to those that were validly lodged with the Company’s registrar prior to the General Meeting.

To vote electronically, you will be asked to provide your Control Number, Shareholder Reference Number and PIN which are detailed on your form of proxy.

9. Venue arrangements

To facilitate entry to the General Meeting, shareholders are requested to bring the attendance card which is attached to the form of proxy.

Mobile phones may not be used at the General Meeting and cameras and recording equipment are not allowed in the General Meeting.

10. Corporate representatives

Any corporation which is a shareholder of the Company may appoint one or more corporate representatives who may exercise, on its behalf, all of its powers as a shareholder, provided that not more than one corporate representative exercises powers over the same Share.

11. Documents on display

The following documents will be available for inspection at the Company's registered office during normal business hours on weekdays (Saturdays, Sundays and public holidays excepted) from the date of this Notice of General Meeting and at the place of the General Meeting from 15 minutes prior to and up until the close of the General Meeting:

- a) the Company's articles of association;
- b) the audited consolidated accounts of the Company for the financial periods ended 31 December 2015, 31 December 2016 and 31 December 2017;
- c) the written consent of N M Rothschild & Sons Limited for the inclusion in the circular to shareholders of the Company dated 30 July 2018 ("**Circular**") of references to their name in the form and context in which the name appears and Ernst & Young LLP for the inclusion of its report on the unaudited pro forma financial information contained in the Circular in the form and context in which it is included;
- d) the Sale and Purchase Agreement (as defined in the Circular);
- e) the Rules of the VCP; and
- f) the Circular.

12. Total number of Shares and voting rights

As at 27 July 2018, being the latest practicable date prior to the date of this Notice of General Meeting, the Company's issued share capital consisted of 84,039,338 Ordinary Shares including 495,606 treasury shares and 1,394,587 Preference Shares. For the purposes of the first resolution that will be proposed to all Shareholders, the total number of voting rights as at that date is 84,938,319. For the purposes of the second and third resolutions that will be proposed to Ordinary Shareholders, the total number of voting rights as at that date is 83,543,732.

13. Copy of this Notice of General Meeting

A copy of this Notice of General Meeting and other information required by section 311A of the 2006 Act can be found at www.johnmenziesplc.com.

14. Communication

You may not use any electronic address (within the meaning of section 333(4) of the 2006 Act) provided in this Notice of General Meeting (or in any related documents including the form of proxy and Chairman's Letter, as set out in the Circular) to communicate with the Company for any purposes other than those expressly stated.

John Menzies plc

*(Incorporated and registered in Scotland
with registered number SC034970)*

NOTICE OF GENERAL MEETING OF HOLDERS OF PREFERENCE SHARES

NOTICE IS HEREBY GIVEN that a **GENERAL MEETING** of the holders of preference shares in John Menzies plc (the “**Company**”) will be held at the offices of DLA Piper UK LLP at One London Wall, London, EC2Y 5EA at 11.30 a.m. (or as soon thereafter as the general meeting of shareholders concludes or adjourns) on 22 August 2018 (“**General Meeting of Preference Shareholders**”) for the purposes of considering and, if thought fit passing, the following resolution as a special resolution in accordance with article 9 of the Company’s articles of association.

The results of the voting at the General Meeting of Preference Shareholders will be announced through a Regulatory Information Service and will appear on the Company’s website (www.johnmenziesplc.com).

SPECIAL RESOLUTION

THAT the disposal by the Company of the entire issued share capital of Menzies Distribution Limited to investment funds managed by Endless LLP through a newly formed company, Endless NewCo 2 Limited, (the “**Disposal**”), as described in the circular to shareholders of the Company dated 30 July 2018 of which this Notice of General Meeting forms part (the “**Circular**”), be and is hereby approved and the directors of the Company (the “**Directors**”) (or any duly constituted committee thereof) be authorised to take all such steps as may be necessary or desirable in connection with, and to implement and complete, the Disposal and associated matters with such modifications, variations, revisions, waivers or amendments (not being modifications, variations, revisions, waivers or amendments which are material in nature) as the Directors (or any duly constituted committee thereof) may deem necessary, expedient or appropriate.

By order of the Board

John Geddes
Group Company Secretary
2 Lochside Avenue
Edinburgh Park
Edinburgh
EH12 9DJ
30 July 2018

Notes:

1. Transfer

If you have sold or transferred all your preference shares in the Company (“**Preference Shares**”), you should forward this document to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was made, so that they can pass them to the person who now holds the Preference Shares.

2. Appointment of proxies

A Preference Shareholder entitled to attend, speak and vote at the General Meeting of Preference Shareholders may appoint a proxy or proxies (who need not be a shareholder of the Company) to attend, speak and vote at the General Meeting of Preference Shareholders on their behalf. A form of proxy for preference shareholders which may be used to make such appointment and give proxy instructions is enclosed. The appointment of a proxy will not prevent a preference shareholder from subsequently attending and voting at the General Meeting of Preference Shareholders in person.

A shareholder may appoint more than one proxy in relation to the General Meeting of Preference Shareholders provided that each proxy is appointed to exercise the rights attached to a different Ordinary Share(s) held by that shareholder. Forms of proxy must be returned to the Company’s share registrar at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6ZY, so as to be received not later than 11.30 a.m. on 20 August 2018.

3. Appointment of proxies electronically

Preference Shareholders who would prefer to register the appointment of their proxy electronically via the internet can do so by visiting www.investorcentre.co.uk/eproxy and following the instructions provided. In order for a proxy appointment made electronically to be valid, it must be lodged on www.investorcentre.co.uk/eproxy and received not later than 11.30 a.m. on 20 August 2018. Any communication found to contain a computer virus will not be accepted.

4. Appointment of proxies through CREST

Alternatively, if you are a member of CREST, you may register the appointment of a proxy by using the CREST electronic proxy appointment service. Further details are given below.

CREST members who wish to appoint a proxy or proxies for the General Meeting, including any adjournment(s) thereof, through the CREST electronic proxy appointment service, may do so by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed 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.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear UK & Ireland Limited’s specifications and must contain the information required for such instructions, as described in the CREST Manual (available via www.euroclear.com/en/about/our-rules.html). The message, regardless of whether it relates to the appointment of a proxy or to an amendment to the instruction given for a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Computershare Investor Services PLC (CREST participant ID 3RA50) by the latest time for receipt of proxy appointments specified above.

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 Computershare Investor Services PLC is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & Ireland Limited 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 their 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 provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The Company may treat a CREST Proxy Instruction as invalid in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

5. Right to attend and vote

Pursuant to regulation 41 of the Uncertificated Securities Regulations 2001 and section 360B of the Companies Act 2006 (“**2006 Act**”), the Company specifies that in order to have the right to attend and vote at the General Meeting (and also for the purpose of calculating how many votes a person entitled to attend and vote may cast) a person must be entered on the Register of Members of the Company by not later than 10.00 p.m. on 20 August 2018, being two Business Days before the time fixed for the General Meeting. Changes to entries on the Register of the Members after this time shall be disregarded in determining the rights of any person to attend or vote at the General Meeting and the number of Preference Shares on which they can vote.

6. Right to ask questions

Preference Shareholders attending the General Meeting of Preference Shareholders have the right to ask questions relating to the business of the General Meeting and the Company has the obligation to answer such questions unless to do so would fall within one of the statutory exceptions. Therefore, no answer will be given if:

- (i) it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered;
- (ii) to do so would unduly interfere with the preparation for the General Meeting or involve disclosure of confidential information; or
- (iii) the answer has already been given on a website in the form of an answer to a question.

7. Nominated Persons

Any person to whom this Notice of General Meeting of Preference Shareholders is sent who is a person nominated under section 146 of the 2006 Act to enjoy information rights (a “**Nominated Person**”) may, under an agreement between them and the shareholder by whom they were nominated, have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, they may, under any such agreement, have a right to give instructions to the shareholder as to the exercise of voting rights. The statement of the rights of shareholders in relation to the appointment of proxies above does not apply to Nominated Persons. The rights described in these sections can be exercised only by shareholders of the Company.

8. Information about Preference Shares and voting

At the General Meeting, votes will be taken by poll rather than on a show of hands. All votes cast at the General Meeting will be added to those that were validly lodged with the Company’s registrar prior to the General Meeting.

To vote electronically, you will be asked to provide your Control Number, Preference Shareholder Reference Number and PIN which are detailed on your form of proxy.

9. Venue arrangements

To facilitate entry to the General Meeting, shareholders are requested to bring the attendance card which is attached to the form of proxy.

Mobile phones may not be used at the General Meeting and cameras and recording equipment are not allowed in the General Meeting.

10. Corporate representatives

Any corporation which is a shareholder of the Company may appoint one or more corporate representatives who may exercise, on its behalf, all of its powers as a shareholder, provided that not more than one corporate representative exercises powers over the same Ordinary Share.

11. Documents on display

The following documents will be available for inspection at the Company's registered office during normal business hours on weekdays (Saturdays, Sundays and public holidays excepted) from the date of this Notice of General Meeting and at the place of the General Meeting from 15 minutes prior to and up until the close of the General Meeting:

- a) the Company's articles of association;
- b) the audited consolidated accounts of the Company for the financial periods ended 31 December 2015, 31 December 2016 and 31 December 2017;
- c) the written consent of N M Rothschild & Sons Limited for the inclusion in the circular to shareholders of the Company dated 30 July 2018 ("**Circular**") of references to their name in the form and context in which the name appears and Ernst & Young LLP for the inclusion of its report on the unaudited pro forma financial information contained in the Circular in the form and context in which it is included;
- d) the Sale and Purchase Agreement (as defined in the Circular); and
- e) the Circular.

12. Total number of Preference Shares and voting rights

As at 27 July 2018, being the latest practicable date prior to the date of this Notice of General Meeting, the Company's issued preference share capital consisted of 1,394,587 Preference Shares. Therefore, the total number of Preference Shares carrying one vote per Preference Share is 1,394,587.

13. Copy of this Notice of General Meeting

A copy of this Notice of General Meeting and other information required by section 311A of the 2006 Act can be found at www.johnmenziesplc.com.

14. Communication

You may not use any electronic address (within the meaning of section 333(4) of the 2006 Act) provided in this Notice of General Meeting (or in any related documents including the form of proxy and Chairman's Letter, as set out in the Circular) to communicate with the Company for any purposes other than those expressly stated.

