



Computershare
PO Box 505005
Louisville, KY 40233-5005
www.computershare.com/investor

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011 and then sold. Shares transferred out of an account will be done using our default cost basis calculation of first in, first out (FIFO) unless otherwise instructed. Please visit our website, review the enclosed FAQ, or consult your tax advisor if you need additional information about cost basis.

Dear Holder:

As requested, enclosed are the form and instructions needed to transfer your shares and deposit them with a Depository Trust Company ("DTC") Participant (e.g., to your broker-dealer for deposit into your brokerage account). We have also enclosed answers to Frequently Asked Questions (FAQs) to assist you with completing the form and to answer transfer related questions you may have. You can find additional helpful information in the "Help" section of our website, www.computershare.com/investor.

To request the transfer, you will need to complete the following steps:

Step 1: Stock Transfer and Deposit Request Form – Complete the enclosed form, including providing the DTC Participant information requested (if you need assistance with this information, please contact your broker). All current registered holders or a legally authorized representative must sign the "Authorized Signatures" section (section 5), with a Medallion Signature Guarantee for each signature. An individual signing on behalf of the current registered holder must indicate his or her capacity next to the signature on the form (e.g. John Smith, Executor or John Smith, Custodian). See the enclosed FAQ document for additional information.

Note that you may not have to secure a Medallion Signature Guarantee stamp if you are a US resident, your total account value for this stock is under \$10,000 AND you submit your transfer paperwork with a check payable to Computershare in the non-refundable amount of \$50. Please also enclose a copy of a government issued picture identification such as a license or passport if electing the option not to provide a Medallion Signature Guarantee stamp.

Please include original share certificate(s) along with the form. If a certificate is lost, please contact us to find out the cost and process for requesting a replacement. Lost certificates must be replaced prior to transferring the shares.

Step 2: Custodial Receipt Process – In order to transfer your shares to your broker (a DTC Participant), there are additional steps involved in the process as follows:

- Transfer of your shares to GTU Ops Inc., which is a nominee and custodian for Computershare, as the Depository for the shares: The Stock Transfer and Deposit Request Form will include this transfer instruction, which is a necessary step in the process to move your shares to your broker (the DTC Participant). This step is required to comply with UK Stamp Duty. Stamp Duty payment at the rate of 1.5% of the market value (rounded up to the nearest £5) of the transaction is required before the shares can be deposited with your broker in DTC.
- The issuance of a Custodial Receipt for your shares: A Custodial Receipt is a receipt that reflects the number of shares you have deposited with Computershare, as the Depository. A physical receipt will not be sent to you but will be recorded and issued on the depository's records.
- Cancellation of the Custodial Receipt, and transfer of the shares to the DTC Participant indicated in your transfer form.

In order to complete the transfer as indicated above, you are required to agree to the terms and conditions of the Deposit Agreement attached to this Stock Transfer and Deposit Request Form. Please refer to the Deposit Agreement for further explanation of the Custodial Receipt and transfer process.

Step 3: United Kingdom Stamp Duty – The transfer to a DTC Participant will be liable to the United Kingdom's HM Revenue and Customs ("HMRC") Stamp Duty at the rate of 1.5% of the market value (rounded up to the nearest £5). Once the Stock Transfer and Deposit Request Form and share certificate is received by Computershare, a representative from Computershare will call the DTC Participant, at the telephone number you provide in Section 6 of the Stock Transfer and Deposit Request Form, to arrange for payment of Stamp Duty. Computershare, upon receipt of payment, will then effect payment of Stamp Duty to HMRC on your behalf.

Any queries regarding the payment of Stamp Duty should be directed to the Stamp Office Helpline at +44 845 603 0135. Also, please refer to the enclosed FAQ document for additional information.

Step 4: Send all required documents outlined above to:

Regular mail:

Computershare
PO Box 43006
Providence, RI 02940-3078

Overnight/certified/registered delivery:

Computershare
150 Royall Street
Canton, MA 02021

It is important that you follow the steps above to ensure that your transfer can be completed. Provided your documentation is in good order and that we have received the proper payment in GBP from your broker, we will send it to be "stamped" by HMRC at their offices in Birmingham, England no later than five business days from receipt. We will complete your transfer no later than five business days from the time that the documentation is returned to us in proper form by HMRC. If your transfer cannot be processed due to missing or incomplete documentation, we will attempt to contact you for more information.

BY SIGNING THE STOCK TRANSFER AND DEPOSIT REQUEST FORM, YOU WILL IRREVOCABLY CONSTITUTE AND APPOINT COMPUTERSHARE AS ATTORNEY TO TRANSFER YOUR SHARES TO DTC. COMPUTERSHARE CANNOT CONTROL THE LENGTH OF TIME THAT HMRC MAY TAKE TO PROCESS STOCK TRANSFER FORMS. AS A RESULT, YOU SHOULD NOTE THAT, BY COMPLETING THE REQUIRED DOCUMENTATION, IT IS POSSIBLE THAT YOU WILL NOT HAVE CONTROL OVER YOUR SHARES FOR A SIGNIFICANT PERIOD OF TIME.

If the value of the shares you are transferring exceeds \$14 million, or if you have any questions, please contact us online through the "Contact Us" section of the website or by contacting us at the phone number provided on the reject letter.

Sincerely,

Computershare
Enclosures

Stock Transfer and Deposit Request Form — See enclosed instructions

PLEASE PRINT CLEARLY

6 DTC PARTICIPANT INFORMATION

DTC Participant Firm Name: _____

DTC Participant Number: _____

Account Number with DTC Participant: _____

DTC Participant Contact Name: _____

Contact Phone Number: _____ Contact Email: _____

7 TRANSFEREE DETAILS

As set forth in Section 5 on the reverse side, please transfer the shares specified in Section 3 or 4 to:

GTU Ops Inc.

c/o Computershare

462 South 4th Street, Suite 1600

Louisville, KY 40202

Deposit Agreement

These terms and conditions form a legally binding agreement between you and us. This depositary service (the “**Service**”) is provided by Computershare Trust Company, N.A. (“Computershare” or the “**Depository**”) to shareholders of the Company (defined below) to facilitate the movement of Company Shares within the depositary arrangements operated by The Depository Trust Company. If you are resident in, or a citizen of, a jurisdiction outside the United States of America and you wish to use the Service it is your sole responsibility to inform yourself about and observe any applicable tax and legal requirements as they relate to you personally. Where these terms and conditions have been received in a country where the provision of such a service would be contrary to local laws or regulations or that would require us to comply with local governmental or regulatory procedures or legal formalities, these terms and conditions should be treated as being for information purposes only. We do not and will not provide you with any investment advice. You should ensure that the Service meets your requirements. If you are in any doubt you should seek independent professional advice before taking any action. We cannot provide you with any advice on the suitability or otherwise of the Service to your personal circumstances or any associated tax liability. Neither the Service nor these terms and conditions constitute an invitation or recommendation to sell, transfer or hold Company Shares. These terms and conditions will take effect when your Company Shares are deposited with the Depository.

1. Definitions

“**Agent**” means any agent appointed by us as Depository;

“**Agreement**” means the agreement between you and us in relation to the provision of the Service governed by these terms and conditions;

“**Business Day**” means any day (excluding Saturday and Sunday) on which the Stock Exchange is open for business;

“**Cede & Co.**” means Cede & Co. acting in its capacity as nominee to DTC;

“**Company**” means the public company, incorporated and registered in England and Wales;

“**Company Shares**” means Ordinary Shares and other classes of the Company shares to be designated by the Company in writing and which Computershare agrees to service under this Agreement;

“**Custodial Receipt**” means the receipt issued for the Deposited Property by the Depository for the purposes of facilitating the transfer of a registered Shareholder’s Company Shares to DTC, in the ratio of one for one in respect of each Company Share deposited with the Depository hereunder;

“**Custodial Receipt Register**” means the register of the holders of Custodial Receipts maintained by the Depository or a subsidiary or affiliated entity appointed by the Depository from time to time;

“**Custodian**” means GTU Ops Inc., a Delaware corporation which is a Computershare affiliated company or such other affiliated entity appointed by Computershare from time to time to provide custody services in relation to the Deposited Property and act as custodian for the Depository hereunder;

“**Deposited Securities**” means the Company Shares together with any additional securities, property or cash, from time to time, deposited with the Depository to be held by and registered in the name of the Custodian pursuant to the terms of this Agreement and in respect of which Custodial Receipts representing the Deposited Securities are to be issued;

“**Deposited Property**” means in the Deposited Securities and all and any rights and other securities, property and cash held by the Custodian and attributable to the Deposited Securities;

“**Depository**” means Computershare Trust Company, N.A. which has agreed to act as depositary;

“**DTC**” means The Depository Trust Company, a limited purpose trust company under New York state banking law, a member of the U.S. Federal Reserve System and a registered clearing agency with the U.S. Securities and Exchange Commission;

“**Holder**” means the owners and holders from time to time of Custodial Receipts;

“**Liability(ies)**” means any liability, damage, loss, costs, claims or expenses;

“**Service Conditions**” means receipt by us and fulfillment to our satisfaction of all the deposit requirements set out at clause 2 and/or the (a) delivery of a duly completed Stock Transfer and Deposit Request Form transferring the Deposited Securities to the Custodian in the form prescribed and satisfactory to us, (b) receipt by us in cleared funds (in GBP) of Stamp Duty at a rate of 1.5% of the closing market price (rounded up to nearest £5) for Company Shares on the Stock Exchange on the day the Stock Transfer and Deposit Request Form was executed, and (c) your Company share certificate(s) related to the Deposited Property.

“**Service**” means this depositary service;

“**Share Register**” means the register of Shareholders of Company Shares to be maintained by the Company’s share registrar;

“**Shareholder**” means the holder of record of Company Shares whose name has been entered in the Share Register in accordance with section 112 of the United Kingdom Companies Act 2006;

“**Stock Transfer and Deposit Request Form**” means the Depository’s standard form of instruction to be completed by a Holder in the event that it wishes to either (i) give irrevocable instructions to the Depository on fulfillment of the Service Conditions to take all necessary steps to transfer the Deposited Securities to Cede & Co and to credit your securities account with a DTC participant or (ii) to withdraw the Deposited Property.

“**Stamp Duty**” means United Kingdom stamp duty or stamp duty reserve tax at the rate of 1.5% of the closing market price on the day the Stock Transfer and Deposit Request Form was executed (rounded up to nearest £5) payable on transfer of your Company Shares to the Custodian.

“**us**” or “**we**” means Computershare Trust Company N.A., a federally chartered trust company whose principal place of business is 462 South 4th Street, Suite 1600, Louisville, KY 40202 USA;

“**you**” means the party holding Company Shares.

By requesting that we arrange for the holding of your Company Shares for you and the issue of the respective Custodial Receipt(s) and on fulfillment of the Service Conditions to carry out the instructions in the Stock Transfer and Deposit Request Form, you have agreed to be bound by the terms and conditions of this Agreement.

2. Instructions to deposit Company Shares with the Depository and transfer Company Shares to DTC.

(a) To deposit the Company Shares with the Depository, withdraw and transfer the Deposited Property from the Custodian (for the Depository) to DTC, you must provide the Depository, to the address pursuant to clause 11 below, with the following:

- (i) your Company share certificate(s), if applicable, related to the Deposited Property;
- (ii) If applicable, duly completed and executed Stock Transfer and Deposit Request Form, with the Custodian noted as transferee with a Medallion Signature Guarantee, and requesting that the Deposited Property be transferred and deposited with DTC to the order of the DTC participant designated to receive the Deposited Property;
- (iii) If applicable, payment of Stamp Duty at the rate of 1.5% (see Stock Transfer and Deposit Request Form for more detail); and
- (iv) any additional documents required by the Depositary, including any documents required to confirm the authority of the Holder in relation to the Deposited Property.

By providing the Depositary with such instructions and documentation you are confirming that you are the legal owner or authorized legal representative of the legal owner of the Company Shares and are the Holder (once a Custodial Receipt is issued for the Deposited Property), and as such are the party authorised to give instructions to the Depositary in relation to the Company Shares.

(b) By completing a Stock Transfer and Deposit Request Form the Holder instructs the Depositary as its agent to arrange for;

- (i) The surrender and cancellation of the Custodial Receipt relating to the Deposited Securities;
- (ii) The transfer of the Deposited Property by the Custodian to Cede & Co. and the credit of your securities account detailed in the Stock Transfer and Deposit Request Form with the DTC participant named on the Stock Transfer and Deposit Request Form provided that the Depositary is able to do so pursuant to the applicable law (at the risk and expense of the Holder); and
- (iii) The signing completion and delivery of any transfer form or other document and to do anything else we think necessary to give effect to your instructions as set out in the Stock Transfer and Deposit Request Form.

3. How and when we will carry out your instructions

- (a) Provided we have received your valid instruction and payment of Stamp Duty if applicable on a Business Day we will send it to be "stamped" by HMRC at their offices in Birmingham, England no later than five business days from receipt. We will complete your transfer no later than five Business Days from the time that these materials are returned to us in proper form by HMRC. Upon completion of your transfer, we will cancel the Custodial Receipt.
- (b) We are irrevocably and unconditionally appointed to act as your agent when you transfer your Company Shares to the Custodian and instruct us to arrange for the issue of a relevant Custodial Receipt and to hold the Custodial Receipt pending fulfillment of the Service Conditions.
- (c) By transfer of your Company Shares to the Custodian you represent to us that you are entitled to do so and that no other person has any rights, interests or charges in or over such Company Shares.
- (d) We will arrange for the holding of the Shares in the Custodian's account on the Share Register and will register your details on the Custodial Receipt Register. We will not acknowledge receipt of your instruction.
- (e) We reserve the right not to accept and consequently not to act upon the deposit or any particular instruction from you if we consider that we need to obtain further information from you or to comply with any legal or regulatory requirement binding on us or to investigate any concerns we may have about the validity of or any other matter relating to your instruction. We will notify you in writing as soon as reasonably practicable if we decide not to accept a particular Stock Transfer and Deposit Request Form.
- (f) We reserve the right not to accept instructions which are not given on the Stock Transfer and Deposit Request Form, or which have not been properly completed. Any Stock Transfer and Deposit Request Form which we reject will be returned to you by mail.

4. Custodial Receipt Register

The Depositary or its agent shall maintain in the U.S. at an office which may, but need not, be the Depositary's principal office: (a) the Custodial Receipt Register, which at reasonable times shall be open for inspection by Holders; and (b) facilities for the delivery and receipt of Custodial Receipts. The Depositary may close the Custodial Receipt Register at any time or from time to time when reasonably deemed expedient by it.

5. Title to Custodial Receipts and validity

Your title to the Custodial Receipts shall be evidenced by entry in the Custodial Receipt Register. The Custodial Receipt evidences the Holder's entitlement to the Deposited Property. Title to these Custodial Receipts may not be transferred, pledged, hypothecated, sold, assigned or otherwise transferred to any third party by the Holder.

Custodial Receipts shall be issued to the Holder free from any equity, set-off or counterclaim between the Depositary and the original or any intermediate holder.

The Depositary shall issue to a Holder such number or amount of Custodial Receipts as is equal to the number or amount of shares contained in the Deposited Property.

6. Your rights

The Custodian will use its reasonable endeavours to ensure that during such time that the Deposited Property is held by the Depositary and/or the Custodian:

- (a) All dividends paid by the Company will be paid to you pursuant to the instructions given in this regard to the Custodian.
- (b) In the event that we receive notice of a corporate action in relation to the Company we will notify you to give you an opportunity to instruct the Custodian to act.
- (c) In the event that we receive notice of a shareholders meeting we will notify you to give you an opportunity to instruct the Custodian to act in accordance with your instructions.

Notwithstanding anything to the contrary in this Agreement, without the consent of the Holders, neither the Custodian nor the Depositary shall exercise any right or make any election on behalf of Holders with respect to the Deposited Property, including, without limitation, exercising the right to vote or otherwise take action, assert any claims against the Company or make any election with respect to the nature of consideration to be received in any merger, tender offer or similar transaction or take any action with respect to any rights or similar offering.

7. Liability

- (a) The Depositary shall not incur any liability to any Holder or to any other person for any Liabilities suffered or incurred arising out of or in connection with the performance or non-performance

of its obligations or duties whether arising under these terms and conditions or otherwise, save to the extent that such Liabilities result from its gross negligence, wilful misconduct, or fraud provided that the Depositary shall not incur any such liability as a result of the negligence or wilful misconduct or fraud of any Custodian or Agent which is not a member of the same group of companies as the Depositary unless the Depositary shall have failed to exercise reasonable care in the appointment and continued use of such Custodian or Agent. Except as prohibited by applicable law, any liability incurred by the Depositary to a Holder under this Agreement will be limited to the value (at the date the act, omission or other event giving rise to the liability is discovered and as if such act, omission or other event had not occurred) of the Deposited Property that would have been properly attributable (if such act, omission or other event had not occurred) to the Custodial Receipts to which the liability relates. In no event shall the Depositary be liable for indirect, punitive, special or consequential damages.

(b) Subject to the provisions of these terms and conditions, the Depositary shall not incur any liability to any Holder or to any other person if, by reason of:

- (i) any provision of any present or future law or regulation of any jurisdiction or of any governmental authority, or by reason of the interpretation thereof;
- (ii) the Articles of Association of the Company;
- (iii) any act or omission of the Company;
- (iv) any computer failure outside the reasonable control of the Depositary; or
- (v) any circumstance beyond the reasonable control of the Depositary,

the performance by it or any other person of any act or thing which is required or permitted or contemplated to be done or performed by or pursuant to this Agreement which is prevented or delayed or required to be effected in some manner or to an extent which is different in any respect from that provided for or contemplated by this Agreement.

(c) If and to the extent that by virtue of laws of any jurisdiction outside the United States or United Kingdom, or the application or operation of those laws in any particular event or circumstance, or by virtue of the provisions of the Articles of Association of the Company or the application or operation of those provisions in any particular event or circumstance, the Depositary or the Custodian does not acquire unconditional and absolute title or right to any Deposited Property, or acquires a title or right to any Deposited Property which is in any manner encumbered or defective or liable to be displaced or avoided, or where as a result of an event or circumstance beyond the Depositary's reasonable control the Deposited Property is reduced or depleted or the Depositary does not hold sufficient Company Shares to cover Custodial Receipts in issue, neither the Depositary nor the Custodian shall be in any way liable to any Holder or any other person by reason thereof; but in any such case the Depositary shall be entitled to take or cause to be taken such action as shall in its opinion be reasonable or appropriate, including without limitation the cancellation without compensation of Custodial Receipts of any Holder(s) determined by the Depositary whether or not such Holder(s) are in any way responsible for the relevant event or circumstance; and each Holder agrees that, by acquiring and holding Custodial Receipts representing Company Shares, such Holder accepts the risk that by virtue of such laws or terms and conditions, or the application or operation thereof or any such event or circumstance the interest in any relevant Deposited Property may not be entire, complete and unimpeachable.

(d) The Depositary shall use its reasonable endeavors to pass on to the Holder all rights and entitlements which it or the Custodian receives in respect of the Deposited Property. The issuance of the Custodial Receipts shall not deprive a Holder of the right to bring directly against the Company any causes of action against the Company that the Holder would otherwise have the right to bring directly against the Company with respect to the Deposited Property.

(e) The Depositary may rely on, and shall not be liable for any Liability suffered by any Holder or any other person by reason of its having accepted (or the Custodian or any other Agent or the Company or its agents having accepted) as valid and having relied upon any written notice, request, direction, transfer, certificate for Company Shares (or other securities), electronic communication or any other document or any translation thereof or communication reasonably believed by it in good faith to be genuine notwithstanding that the same shall have been forged or shall not be genuine or accurate or shall not have been duly authorised or delivered.

(f) The Depositary may act, or take no action, on the advice or opinion of, or in reliance upon, any certificate or information obtained from, the Company or any reputable lawyer, valuer, accountant, banker, broker, information provider, settlement system operator, registrar or other expert whether obtained by the Company, the Depositary or otherwise and shall not except where any such person is a member of the same group of companies as the Depositary be responsible or liable to any Holder or any other person for any Liability occasioned by so acting or refraining from acting or relying on information from persons depositing Company Shares or otherwise entitled to the issue of Custodial Receipts. Any such advice, opinion, certificate or information may be sent or obtained by letter, telex, facsimile transmission, e-mail, telegram, cable or other electronic communication and the Depositary shall not be liable for acting on any such advice, opinion, certificate or information notwithstanding that the same shall have been forged or shall not be genuine or accurate.

(g) The Depositary shall not be required or obliged to monitor, supervise or enforce the observance and performance by the Company of any of its obligations, including, without limitation, those arising under or in connection with applicable law, or any contract or instrument to which the Company is a party or by which it or any of its assets is bound. The Depositary makes no representation or recommendation to any person regarding the financial condition of the Company or the advisability of acquiring Custodial Receipts or Company Shares or other property or as to the type or character or suitability thereof and takes no responsibility for the operations of the Company or the effect thereof on the value of the relevant Company Shares or Custodial Receipts or any rights derived there from.

(h) The Depositary, the Custodian and any Agent may engage or be interested in any financial or other business transactions with the Company or any other member of any group of which the Company is a member or in relation to the Deposited Property (including, without prejudice to the generality of the foregoing, the conversion of any part of the Deposited Property from one currency to another), may at any time hold or be interested in Custodial Receipts for their own account, (other than for the purpose of investing in the Company for their own account as principal) and shall be entitled to charge and be paid all usual fees, commissions and other charges for business transacted and acts done by them otherwise than in the capacity of Depositary or Custodian or Agent (as the case may be) (including, without prejudice to the generality of the foregoing, charges on the conversion of any part of the Deposited Property from one currency to another and on any sales of property) without accounting to the Holders or any other person for any profit arising there from.

(i) The Depositary shall have no responsibility whatsoever to any Holder or any other person for any deficiency which might arise because the Depositary is subject to or accountable for any tax in respect of any or any part of the Deposited Property or any income or capital distribution or other payment arising there from or any proceeds of sale thereof. The Depositary shall be entitled to make such deductions from the Deposited Property or any income or capital arising therefrom or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required by applicable law in order to comply with its obligations to account for any tax liability in respect thereof.

Without prejudice to any other powers which the Depositary may have hereunder, the Depositary shall be entitled to enter into any agreement with or give any undertakings to any relevant taxation authority concerning the taxation status of the transactions effected pursuant to this Agreement and to do all such things as may be required under the terms of any such agreement or undertakings.

(j) Notwithstanding anything else contained in this Agreement; the Depositary may refrain from doing anything which could or might, in its reasonable opinion, be contrary to any law of any jurisdiction or any of the rules or any regulation or requirement of any regulatory authority or other body which is binding upon it, or which would or might otherwise in its reasonable opinion render it liable to any person and the Depositary may do anything which is, in its opinion, necessary to comply with any such law, regulation or requirement or which is in its opinion necessary to avoid any such liability.

(k) No provision of this Agreement shall require the Depositary to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder. If, notwithstanding this provision, the Depositary reasonably does so, it shall be entitled to make such deductions from the Deposited Property or any income or capital arising there from or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to account for any Liability suffered by the Depositary in respect thereof.

(l) All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Holders or their agents will be delivered to or sent to or from them at their own risk.

(m) The Depositary shall not be liable to a Holder in respect of any of its obligations under this Agreement if it is unable to fulfill those obligations by reason of any prohibition imposed upon the Depositary or the Holder by applicable law, or any other matter beyond the Depositary's reasonable control.

(n) The Depositary and Custodian shall hold the Custodial Receipts and Deposited Property in such a manner that the holder of a Custodial Receipt shall not be adversely affected by any bankruptcy, restructuring, insolvency or similar proceeding affecting the Depositary or Custodian.

8. Depositary's Fees and Expenses

(a) The Depositary shall be entitled to charge Holders in respect of the provision of its services under this Agreement the fees and expenses notified from time to time.

(b) The Depositary shall not be liable for any taxes, duties, charges, costs or expenses which may become payable in respect of the Deposited Securities or other Deposited Property or Custodial Receipts, whether under any present or future fiscal or other laws or regulations or otherwise howsoever, and such part thereof as is proportionate or in the opinion of the Depositary referable to a Custodial Receipt shall be payable by the Holder thereof to the Depositary at any time on request; or may be deducted from Deposited Property held for the account of the Holder and/or from any amount due or becoming due on such Deposited Property in respect of any dividend or other distribution. In default thereof, the Depositary may in its sole discretion sell, and for the account of the Holder discharge the same out of the proceeds of sale of any appropriate number of Deposited Securities or other Deposited Property, and subsequently pay any surplus to the Holder.

(c) If the Depositary or Custodian receives monies from the Company or a Holder in a currency other than US Dollars, the Depositary is entitled to convert the money into US Dollars at an exchange rate determined by the Depositary (in its absolute discretion).

9. Indemnities

(a) A Holder shall be required to accept liability for and shall be bound to indemnify the Depositary and the Custodian and their respective agents, officers and employees and hold each of them harmless from and against, and shall reimburse each of them for, any and all Liabilities, arising from or incurred in connection with, or arising from any act performed in accordance with or for the purposes of or otherwise related to, this Agreement insofar as they relate to Deposited Property held for the account of, or Custodial Receipts held by, that Holder, including, without limitation, payment of applicable Stamp Duty, except for Liabilities caused by or resulting from any wilful misconduct, gross negligence or fraud of:

(i) the Depositary; or

(ii) the Custodian or any Agent if such Custodian or Agent is a member of the same group of companies as the Depositary or if, not being a member of the same group of companies, the Depositary shall have failed to exercise reasonable care in the appointment and continued use of such Custodian or Agent.

(b) The Depositary shall be entitled to make such deductions from the Deposited Property or any income or capital arising there from or to sell all or any of the Deposited Property and make such deductions from the proceeds of sale thereof as may be required to discharge the obligations of the Holder(s) under this clause.

(c) The obligations of each Holder under clause 9(a) shall survive any termination of this Agreement in whole or in part and any resignation or replacement of the Depositary and any Custodian.

10. Taxes

If any fees, taxes, duties or charges shall become payable by or on behalf of the Custodian or the Depositary with respect to this Custodial Receipt or, any Deposited Securities represented by the Custodial Receipts evidenced hereby or any distribution on any of the foregoing, such fees, taxes, duties or charges shall be paid by the Holder hereof to the Depositary. The Depositary may refuse to effect any registration of this Custodial Receipt or any withdrawal of the underlying Deposited Securities until such payment is made. The Depositary may also deduct from any distributions on or in respect of Deposited Securities, or may sell by public or private sale for the account of the Holder hereof all or any part of such Deposited Securities (after attempting by reasonable means to notify the Holder hereof prior to such sale), and may apply such deduction or the proceeds of any such sale in payment of such tax or other governmental charge. The Holder hereof shall remain liable for any deficiency. Upon any such sale, the Depositary shall, if appropriate, reduce the number of Custodial Receipts evidenced hereby to reflect any such sale and shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such tax or other governmental charge to the Holder hereof.

11. Contacting each other

Save for instructions to transfer Company Shares to the Custodian or withdrawal of Deposited Property in accordance with Clause 2 all notices and other communications should be addressed in writing to Computershare Trust Company N.A. at the following address:

Regular mail:

Computershare
P.O. Box 505005
Louisville, KY 40233-5005

Overnight/certified/registered delivery:

Computershare
462 South 4th Street, Suite 1600
Louisville, KY 40202

12. Personal Data

(a) Any personal data that we obtain from you in providing the Service will be held by us in accordance with the prevailing relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the Service.

(b) We may use our group companies or other agents in countries outside the United States of America and may provide your personal data to them provided that we are satisfied that the same standards of protection of personal data have been applied either by contract or law.

13. Resignation of the Depositary

The Depositary may resign as Depositary pursuant to the terms of the Transfer Agency and Service Agreement between the Company, Computershare and Computershare Inc., and compliance with Clause 14 hereof.

14. Termination of the Service

(a) The Depositary may terminate provision of the Service under this Agreement as follows:

(i) by giving 30 days' prior notice to that effect to the Holders of Custodial Receipts concerned;

(ii) on the agreement of the Depositary and Holders representing more than 50% by value of Custodial Receipts in issue; or

(iii) on, or at any time after, the termination of the Transfer Agency and Service Agreement between the Company, Computershare and Computershare Inc.

(b) If any Custodial Receipts remain outstanding after the date of termination, the Depositary shall as soon as reasonably practicable, deliver the Deposited Property then held by it hereunder in respect of each Custodial Receipt to the respective Holder;

(c) For the avoidance of doubt, any obligations of a Holder to make payments to the Depositary shall survive any such termination.

15. Further Acknowledgements

Each Holder acknowledges and agrees that:

(a) the Depositary and the Custodian rely on the Company and (to the extent the Company has appointed one) the Share Registrar to supply information relating to cash distributions, corporate actions, forthcoming meetings of the holders of those securities and other matters having a bearing on the rights of persons holding Custodial Receipts representing Company Shares and, accordingly, the content of the information made available to Holders and the time at which such information is available will reflect the content of and timing of the supply of information to the Depositary, the Custodian or its nominee, for which no responsibility is accepted;

(b) the Holder shall not cause or endeavour to cause the Depositary, the Custodian or its nominee to make or assert any right or claim whatsoever against the Company or its officers;

(c) the Depositary undertakes to take reasonable care in the selection and continued use of any person who provides banking and related services in connection with the Deposited Company Shares but neither the Depositary nor the Custodian is responsible for the acts or omissions of any such person and the Holder further acknowledges and agrees that any such person is responsible only to any or both of the Depositary and the Custodian and undertakes to take no action to recover damages, compensation or payment or remedy of any other nature from any such person;

(d) the Depositary, Custodian or any affiliated companies or associates of each may act as agent for, provide banking, investment advisory, investment management and other services to, and generally engage in any kind of business with, others (including without limitation issuers of securities, money market instruments or other property purchased for and on behalf of the Depositary) to the same extent as if the Depositary and/or Custodian were not a party to these arrangements. Nothing in this Agreement shall be deemed to restrict the right of the Depositary, the Custodian or the affiliated companies or associates of each to perform such services for any other person or entity; the performance of such services for others and the receipt of any fee, commission, spread or other compensation in relation to such service, business or activity will not be deemed to violate the terms of this Agreement or give rise to any duty or obligation not specifically undertaken by the Depositary or Custodian under this Agreement; and

(e) the Depositary shall not be under any duty to bring legal proceedings against the Company on behalf of a Holder and if the Depositary agrees to so act, it shall do so only if fully indemnified by the Holder.

16. Disclosure of Ownership

(a) The Depositary may from time to time require from any Holder or former or prospective Holder:

(i) information as to the capacity in which such Holder owns or owned Custodial Receipts and regarding the identity of any other persons then or previously interested in such Custodial Receipts and the nature of such interests; and

(ii) evidence or declaration of nationality or residence of the legal or beneficial owner(s) of Custodial Receipts registered or to be registered in his name and such information as is required for the transfer of the relevant Company Shares to the Holder, and such other information as may be necessary or desirable for the purposes of this Agreement or any other agreement or arrangement. Each Holder agrees to provide any such information requested by the Company or the Depositary and consents to the disclosure of such information by the Depositary or Custodian to the extent the Depositary or Custodian considers it necessary in order to comply with their respective legal or regulatory obligations.

(b) To the extent that provisions of Company Shares, the Articles of Association of the Company or applicable law may require the disclosure to the Company of, or limitations in relation to, beneficial or other ownership of Company Shares or other securities, the Holders of Custodial Receipts shall comply with the Company's instructions in respect of such disclosure or limitation, as may be forwarded to them from time to time. Holders shall comply with all such disclosure requirements and hereby authorise the Depositary to make any such required disclosures although the Depositary is not under any obligation to make any such required disclosures on behalf of the Holders.

(c) The Depositary and the Custodian may disclose information concerning the Holders, the Company, Company Shares and (if different) the Deposited Property, to its affiliated companies and associates and to sub-custodians and other third party providers of services as may be necessary in connection with its performance of the arrangements described hereunder (including, without limitation, the respective lawyers and accountants for the Depositary and the Custodian).

(d) Nothing in this Agreement shall require the Depositary or the Custodian to disclose sensitive information to a Holder, and neither the Depositary nor the Custodian shall be liable to any Holder in respect of Liabilities incurred in connection with any failure to disclose sensitive information. For the purpose of this clause, sensitive information shall mean any information:

(i) that the Depositary or the Custodian receives under any obligation of confidence; or

(ii) the disclosure of which in the Depositary's or the Custodian's reasonable opinion might amount to a breach of law or regulation or the rules of any market on which Company Shares are listed or traded.

17. General

(a) The decision to use this Service is solely your responsibility.

(b) You may not cancel or amend any instructions contained in a Stock Transfer and Deposit Request Form once it has been received by us. Your request will be irrevocable.

(c) We may employ agents on such terms as we deem fit and can delegate any function or responsibilities that we may have under these terms and conditions. We will satisfy ourselves that any person to whom we delegate any functions or responsibilities is competent to carry out those functions or responsibilities.

(d) We will not do anything which in our reasonable opinion would or might break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.

(e) We may choose to withdraw the Service due to developments in legislation or should it materialise that you are not eligible or permitted to participate as envisaged by us by local legislation and/or regulation without giving you any notice that the Service is no longer available. To the extent permitted by law and regulation any deals that we have accepted but have not settled prior to the Service being withdrawn will be completed.

(f) In the provision of the Service we are not required to assess the suitability of any investment or the service offered.

18. Governing Law and Jurisdiction

(a) The Agreement and Custodial Receipts shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(b) For the benefit of the Depositary, the Holder shall irrevocably agree that the courts of the Commonwealth of Massachusetts shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement. For such purposes, the Holder shall irrevocably submit to the jurisdiction of the courts of the Commonwealth of Massachusetts.

(c) The Holder shall irrevocably waive any objection which it might have to the courts referred to in clause 18(b) being nominated as the forum to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and agree not to claim any such court is not a convenient or appropriate forum.

The submission to the jurisdiction of the courts referred to in clause 18(b) shall not (and shall not be construed so as to) limit the rights of the Depositary to take proceedings against the Holder in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not.

CURRENT SHAREHOLDER INFORMATION

Shares to be Transferred

See the following Frequently Asked Questions (FAQs) section for more information about number and type of shares. Shares of UK Incorporated Companies are transferred in certificated form only.

1 Value of Securities:

The Field "Value of Securities" should be left blank. Once the original forms are received by Computershare, a representative from Computershare will contact the DTC participant noted in the contact details of the form and will advise them of the Value of Securities.

2 Enter a daytime telephone number where you can be reached should we have any questions regarding this transfer request.

3 Check this box only if you wish to transfer all of the shares in your account.
If this box is checked, do not complete section 4.

4 Enter the number of certificated shares you wish to transfer. IMPORTANT: You must submit the original certificates with this form. If the number of shares to transfer is less than the number of shares on the certificate, a certificate for the balance in the name of the shareholder will be mailed.

5 Authorized Signatures – This section must be completed for your transfer to be executed.

After reviewing the form to ensure that all information provided is correct, please sign and date the form in the appropriate boxes. Please note, if you are signing on behalf of the current registered holder you must indicate your capacity (e.g. John Smith, Executor).

Signature(s) must be stamped with a Medallion Signature Guarantee from a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and securities dealer, or credit union that is participating in an approved Medallion Signature Guarantee Program. **A Notary Seal is NOT acceptable.**

6 DTC PARTICIPANT INFORMATION

Please obtain the DTC Participant information from your broker or other DTC participant to whom you are transferring your shares.

7 TRANSFEREE DETAILS

This section of the form has been completed for you with the name and address for GTU Ops Inc. Transferring your shares to GTU Ops Inc. is a necessary first step to facilitate the delivery of your shares into your specified DTC Participant account.

Frequently Asked Questions (FAQs)

Below you will find answers to common questions regarding:

- Transferring Shares
- Stamp Duty
- Stock Transfer and Deposit Request Form
- Stock Certificates
- Medallion Signature Guarantee

Note: Reference to our website – www.computershare.com/investor – is made throughout this document.

Transferring Shares

What do I do if I want to transfer shares to several other parties?

This form is only to transfer shares to a DTC Participant. If you want to transfer your shares to multiple new holders, please contact Computershare or go to www.computershare.com for the appropriate transfer form.

What do I do if I want to transfer shares of several companies into my brokerage account?

Please contact your broker for the arrangements necessary to deliver shares in other companies into your brokerage account.

How do I transfer my employee stock purchase plan (ESPP) shares?

Please contact your ESPP administrator for details on how to transfer any ESPP shares that you hold.

What do I do if I want to use a different option for transferring my shares other than FIFO?

Please consult your tax advisor and then please contact us at the number listed on the front of this package for further instruction.

What legal documents do I need to submit when requesting a transfer on behalf of another?

The institution from which you obtain a Medallion Signature Guarantee will require documentation to verify your identity, legal authority and capacity. For transfer requests valued at less than \$14 million, Computershare does not require copies of the legal documents; however, we may require other documentation for tax purposes, e.g., a certified Affidavit of Domicile. If the value of the shares you are transferring exceeds \$14 million, please call us at the customer service number listed on the top right corner of the enclosed reject letter for further requirements. Please note, you will need to sign the Stock Transfer and Deposit Request Form in your capacity (e.g. John Smith, Executor).

Is there a fee to transfer stock?

Computershare does not charge a fee to transfer stock; however you may incur fees from other institutions. For example, you may be charged a fee by the institution that provides the Medallion Signature Guarantee. Transfers of shares in companies incorporated in England and Wales are liable to UK Stamp Duty for transfers to a DTC Participant, levied by HM Revenue and Customs. See the 'Stamp Duty' section below for further information in relation to the calculation and payment of the Stamp Duty.

Will you return the paperwork I send to you?

All submitted documents will be kept as part of Computershare's records and will not be returned to you.

Stamp Duty

What is Stamp Duty?

Stamp Duty at the rate of 1.5% of the market value of your shares (rounded up to the nearest £5), is a tax applied by the UK authority, HM Revenue & Customs ("HMRC"), on transfers of UK plc shares into a foreign depository.

The transfer cannot be registered by the company's registrar or transfer agent unless the Stamp Duty is paid. You can find out more information about UK Stamp Duty from the Stamp Office Helpline on +44 1726 209 042 or at <http://www.hmrc.gov.uk/sd/shares/sharetransfers.htm>.

How is Stamp Duty Calculated?

Stamp Duty is calculated at the rate of 1.5% of the market value of the shares (in pounds sterling), rounded up to the nearest £5, calculated by reference to the closing price on the day the Stock Transfer and Deposit Request Form is executed. Please contact Computershare for information about how to calculate the value of your shares for Stamp Duty purposes.

How do I arrange to have my Stock Transfer and Deposit Request Form stamped?

Please have your broker contact Computershare to arrange for the payment of Stamp Duty (on your behalf) to Computershare. Computershare will then effect payment of Stamp Duty to HMRC.

Stock Transfer and Deposit Request Form

Who can I call for help completing the form?

Please call us at the customer service number listed on the top right corner of the enclosed reject letter.

I can't fit all the information in the space provided. What should I do?

Please feel free to attach additional pages as needed.

Share Certificates

What if I can't find a share certificate?

Please contact us at the customer service number listed on the reject letter to find out the cost and process for requesting a replacement. The certificate must be replaced prior to transferring the shares.

How should I send the certificate? Should I insure the mailing?

We recommend using registered mail or a courier service that provides a return receipt. We also suggest that you insure the mailing with the carrier for 3% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit.

Should I sign the back of the certificate before I send it?

No. For your protection, we suggest that you do not sign the back of the certificate when presenting it to us for a transfer.

Medallion Signature Guarantee

What is a Medallion Signature Guarantee? Where can I obtain one?

A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates that the individual signing a form is legally authorized to conduct the requested transaction.