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Warrant instrument

R.E.A. Holdings plc

relating to the issue of warrants entitling the holder thereof
to subscribe ordinary shares in the capital of R.E.A.
Holdings plc

1 April 2020

THIS WARRANT INSTRUMENT is entered into by way of a deed on 1 April 2020

BY:

R.E.A. HOLDINGS PLC, a public company limited by shares incorporated in England and Wales under registered number 671099, whose registered office is at First floor, 32-36 Great Portland Street, London W1W 8QX, England (the "**company**").

RECITALS

- (A) By a resolution of a committee of its board of directors (being duly empowered and authorised by the articles of association of the company and a resolution of its board of directors), the company has determined to issue up to 5,200,000 warrants each entitling the holder thereof to subscribe one ordinary share of 25p in the capital of the company at a subscription price of £1.26 and to constitute such warrants in the manner hereinafter appearing.
- (B) The warrants have been created in connection with the proposed extension to the repayment date of the 8.75 per cent sterling notes 2020 issued by REA Finance B.V. and irrevocably and unconditionally guaranteed by the company and R.E.A. Services Limited (the "**sterling notes**") from 31 August 2020 to 31 August 2025, details of which proposal are set out in the in the circular dated 13 March 2020 from the company to holders of the sterling notes (the "**circular**") as supplemented pursuant to announcements made on 20 March 2020 and 26 March 2020.
- (C) The particulars subject to which the warrants are created (the "**particulars**") are set out in the schedule hereto.

NOW THIS WARRANT INSTRUMENT WITNESSES AND THE COMPANY HEREBY AGREES AND DECLARES AS FOLLOWS:

1. WARRANTS

- 1.1 The maximum number of warrants to be issued hereunder is 5,200,000.
- 1.2 The warrants may be issued at such time or times as the board of directors of the company or a duly authorised committee thereof may from time to time determine, in satisfaction of the consideration payable to holders of sterling notes in connection with the proposed extension to the repayment date of the sterling notes as described in the circular, in satisfaction of the consideration payable in connection with a possible placing of further sterling notes also as described in the circular or otherwise for such consideration, cash or otherwise, as the board of directors of the company or a duly authorised committee thereof may from time to time determine.
- 1.3 The warrants shall rank *pari passu* in all respects and without discrimination or preference.
- 1.4 The company shall comply with the particulars and shall perform and observe its obligations under the particulars. The warrants shall be held subject to the particulars all of which particulars shall be deemed to be incorporated in this warrant instrument and shall be binding on the company and the warrant holders and all persons claiming through or under them respectively.

2. REGISTER OF WARRANT HOLDERS

- 2.1 The company shall maintain a register of warrant holders in the same manner as if the warrants constituted a class of share capital of the company.

2.2 Except as required by law or as ordered by a court of competent jurisdiction, the company shall recognise the registered holder of any warrants as the absolute owner thereof and shall not be bound to take notice of or to see to the execution of any trust whether express, implied or constructive to which any warrants may be subject. No notice of any trust whether express, implied or constructive shall (except as provided by statute or as required by an order of a court of competent jurisdiction) be entered in the register of warrant holders.

3. **CERTIFICATES**

3.1 Every warrant holder shall be entitled to receive one certificate for the warrant(s) held by him which are in certificated form provided that joint holders shall be entitled to only one certificate in respect of the warrants held jointly by them, which certificate shall be delivered to the joint holder whose name stands first in the register. Warrants that are in uncertificated form shall be held in accordance with and subject to the provisions of the Regulations (as defined in paragraph 16.1 of the particulars) and the facilities and requirements of the relevant system concerned. Every certificate shall be under the securities seal of the company which shall be affixed in such manner as shall be permitted by the articles of association of the company.

3.2 Every certificate for the warrants shall be in the form or substantially in the form set out in the schedule hereto, with such modifications as the company may from time to time approve, and shall have endorsed thereon (a) the form of the notice of exercise of the warrants as also set out in such schedule and (b) the particulars.

4. **GOVERNING LAW**

This warrant instrument (and any dispute, controversy, proceedings or claim of whatsoever nature arising out of or in any way relating to this warrant instrument or its formation) shall be governed by and construed in accordance with English law.

IN WITNESS whereof the company has executed this warrant instrument as a deed on the date first above written.

EXECUTED and DELIVERED as a **DEED** by)
R.E.A. HOLDINGS PLC) Richard Robinow
by RICHARD ROBINOW (director) in the)
presence of:)

Phebe Robinow
.....
Signature of witness

Name of witness: PHEBE ROBINOW
Address of witness: 28 Park Village East
London NW1 7PZ
Occupation of witness: Wife

SCHEDULE

Form of Certificate, Form of Notice of Exercise and Particulars

Certificate no: **Number of warrants represented by this certificate:**

R.E.A. HOLDINGS PLC

(a public company limited by shares incorporated in England and Wales under registered number 671099)

THIS IS TO CERTIFY that the person(s) named below is/are the registered holder(s) of the number of warrants shown above, each warrant entitling the holder thereof to subscribe one ordinary share of 25p in the capital of R.E.A. Holdings plc (subject to adjustment) at a subscription price of £1.26 per share (subject to adjustment) payable in full on subscription in cash or by the surrender of 8.75 per cent sterling notes 2025 issued by REA Finance B.V. and irrevocably and unconditionally guaranteed by the company and R.E.A. Services Limited or by a mixture of cash and the surrender of such sterling notes (with sterling notes so surrendered being redeemed in their principal amount (or, on the final subscription date only, at 104 per cent of their principal amount) in accordance with condition 7(B) of the conditions attaching to the sterling notes).

The warrants are transferable in amounts and integral multiples of one warrant.

The warrants are constituted by a warrant instrument dated 1 April 2020 made by R.E.A. Holdings plc. The warrants are issued subject to and with the benefit of the provisions contained in such warrant instrument and the particulars endorsed hereon.

Name(s) and address(es) of warrant holder(s)

GIVEN under the securities seal of R.E.A. Holdings plc

and dated:

NOTES:

1. The warrants and the ordinary shares in the capital of R.E.A. Holdings plc have not been, and will not be, registered under the US Securities Act of 1933, as amended (the "**Securities Act**"). Accordingly, the warrants may not be offered or sold within the United States, or to or for the account or benefit of any US persons, except in certain transactions that are exempt from the registration requirements of the Securities Act. The warrants have not been approved or disapproved by the US Securities and Exchange Commission or any other US regulatory authority. Any representation to the contrary is a criminal offence in the United States.
2. No transfer of the warrants (or any portion of the warrants) represented by this certificate will be registered without production of this certificate.

Notice of exercise

To: The Directors of R.E.A. Holdings plc c/o Link Asset Services, Corporate Actions 34 Beckenham Road, Beckenham, Kent BR3 4TU

Dear Sirs

I/We hereby exercise my/our rights in respect of warrants represented by the enclosed warrant certificate(s) on the next subscription date (being no later than 14 days after the date of receipt (or deemed receipt) by you of this notice and no earlier than 30 days after such date of receipt (or deemed receipt)).

I/We elect to satisfy the subscription price for the shares in respect of which the warrants are hereby being exercised:

in cash and accordingly I/we enclose a sterling cheque or banker's draft drawn on a United Kingdom clearing bank, made payable to "Link Asset Services re: R.E.A. Holdings plc warrant subscription account" and crossed "A/c payee only" for £

OR

by the surrender of 8.75 per cent guaranteed sterling notes 2025 issued by REA Finance B.V. (with the sterling notes so surrendered being redeemed in their principal amount (or, on the final subscription date only, at 104 per cent of their principal amount) in accordance with condition 7(B) of the conditions attaching to the sterling notes) and accordingly I/we enclose my/our certificate(s) in respect of such sterling notes having an aggregate nominal value equal to or in excess of £

OR

by a mixture of cash and the surrender of 8.75 per cent guaranteed sterling notes 2025 issued by REA Finance B.V. (with the sterling notes so surrendered being redeemed in their principal amount (or, on the final subscription date only, at 104 per cent of their principal amount) in accordance with condition 7(B) of the conditions attaching to the sterling notes) and accordingly I/we enclose a sterling cheque or banker's draft drawn on a United Kingdom clearing bank, made payable to "Link Asset Services re: R.E.A. Holdings plc warrant subscription account" and crossed "A/c payee only" for £ and my/our certificate(s) in respect of sterling notes having an aggregate nominal value equal to or in excess of the balance of the subscription price payable for the shares

Delete as applicable

I/We acknowledge that any surrender by me/us of sterling notes must be in integral multiples of £1,000 nominal of sterling notes and further that should any surrender of sterling notes by me/us result in me/us holding a balance of less than £100,000 nominal of sterling notes, the surrender will not be effected (unless the balance held by me/us would be nil) and accordingly the purported exercise of the warrants will be void.

I/We warrant to each of R.E.A. Holdings plc and Link Asset Services as receiving agent that the Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017 No. 692) will not be breached by application of any such cash remittance in satisfaction of the subscription price of the new ordinary shares to be issued to me/us. I/We acknowledge that in some cases, as determined by the amount of my/our subscription and the method of payment, Link Asset Services may need to ask me/us to submit additional documentation in order to verify the source of funds for the purpose of satisfying its anti-money laundering obligations in accordance with the above Regulations. Link Asset Services may contact me/us to request the information. I/We understand that shares will not be allotted if Link Asset Services has not received satisfactory evidence of the source of funds, and that failure to provide the required evidence may result in a delay in processing my/our exercise request.

I/We request that the new ordinary shares issued by the company on this exercise of subscription rights be issued:

in certificated form and that the share certificate(s) in respect thereof be sent by post to me/us at my/our registered address as shown below or, if completed, to to the agent named below at the address shown below (provided that such agent's address is within the United Kingdom)

OR

in uncertificated form to the CREST account shown below

Delete as applicable

I/We agree that the new ordinary shares will be issued to me/us subject to the articles of association of R.E.A. Holdings plc. I/We acknowledge that fractions of an ordinary share will not be issued and that fractional entitlements will be rounded down to the nearest whole number.

Name(s), address and signature(s) of warrant holder(s)

<p>1. Name / First named holder:</p> <p>Signature: Duly authorised</p> <p>Registered address:</p> <p>Date:</p>	<p>2. Name:</p> <p>Signature: Duly authorised</p>
<p>3. Name:</p> <p>Signature: Duly authorised</p>	<p>4. Name:</p> <p>Signature: Duly authorised</p>

In the case of joint holders, all joint holders must sign. The address completed above must be the registered address of the holder(s)

<p>Agent to whom share certificate(s) should be posted (if applicable):</p> <p>Name of agent:</p> <p>Address:</p> <p>For the attention of:</p>	<p>CREST account into which new ordinary shares should be issued:</p> <p>Participant Name:</p> <p>CREST Participant ID:</p> <p>Designation:</p>
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If neither of the above boxes are completed the new ordinary shares will be issued in certificated form and the share certificate(s) and any balance warrant certificate will be posted to the first named warrant holder at his registered address.

If the address given for an agent is not within the United Kingdom, the share certificate(s) and any balance warrant certificate will be posted to the first named warrant holder at his registered address.

PARTICULARS

1. Subscription rights

1.1 Each warrant confers upon the registered holder for the time being the right, exercisable in accordance with paragraph 2 below, to subscribe (the "**subscription rights**") on a subscription date one ordinary share of 25p in the capital of R.E.A. Holdings plc ("**ordinary shares**") (the "**company**") at a subscription price of £1.26 per share (the "**subscription price**") payable in full on subscription in cash or by the surrender of 8.75 per cent sterling notes 2025 issued by REA Finance B.V. and irrevocably and unconditionally guaranteed by the company and R.E.A. Services Limited ("**sterling notes**") or by a mixture of cash and the surrender of sterling notes (with any sterling notes so surrendered being redeemed in their principal amount (or, on the final subscription date only, at 104 per cent of their principal amount) in accordance with condition 7(B) of the conditions attaching to the sterling notes) provided always that:

- (a) where sterling notes are to be surrendered in whole or in part payment of the subscription price, both the sterling notes to be redeemed and the warrants being exercised must be held in certificated form; in such circumstances, any sterling notes or warrants held in uncertificated form should be re-materialised prior to exercise of the subscription rights;
- (b) redemptions of sterling notes will only be made in integral multiples of £1,000 nominal of sterling notes;
- (c) any redemption of sterling notes must not result in a holder of sterling notes retaining a balance of less than £100,000 nominal of sterling notes (unless that balance is nil) (and if the redemption would result in a holder of sterling notes retaining a balance of less than £100,000 nominal of sterling notes, the purported exercise of the subscription rights will be void); and
- (d) in the event that any tax is required by law to be deducted from any redemption monies due by REA Finance B.V. on redemption of the sterling notes and is accordingly withheld by REA Finance B.V. in accordance with condition 9 of the conditions attaching to the sterling notes, prior to the allotment of the ordinary shares on exercise of the warrants, the warrant holder will be obliged to make a payment to the company in cash in an amount equal to the tax withheld.

For the purposes of these particulars, "**subscription date**" means on 15 January, 15 April, 15 July or 15 October in each year up to 15 July 2025 commencing on 15 January 2021 or, if any such date is not a day (excluding Saturdays and public holidays) on which banks in England are generally open for business (a "**business day**"), on the immediately following business day and "**final subscription date**" means 15 July 2025.

1.2 The number and/or the nominal value of ordinary shares to be subscribed on exercise of the warrants and the subscription price payable per ordinary share on exercise of the warrants are subject to adjustment as provided in paragraph 4 below.

1.3 The number of warrants to which each warrant holder is entitled shall be evidenced, in the case of warrants that are held in certificated form, by a warrant certificate issued by the company or, in the case of warrants that are held in uncertificated form, in accordance with and subject to the provisions of the Regulations (as defined in paragraph 16.1 below) and the facilities and requirements of the relevant system concerned.

1.4 Subscription rights may be exercised only in respect of an integral number of ordinary shares.

1.5 Where a warrant holder elects to satisfy the subscription price by the surrender of sterling notes or by a mixture of cash and the surrender of sterling notes, the exercise of the subscription rights shall constitute an application by the relevant holder(s) of sterling notes to REA Finance B.V. for the immediate redemption of the relevant nominal amount of sterling notes at their principal amount (or, on the final subscription date only, at 104 per cent of their principal amount) in accordance with condition 7(B) of the conditions attaching to the sterling notes on terms that the redemption monies are paid directly to the company in respect of an equivalent amount of the subscription price then due (provided that, as between the company and REA Finance B.V., the company and REA Finance B.V. may elect to set-off the monies thus due by REA Finance B.V. to the company against any monies then owed by the company to REA Finance B.V.).

- 1.6 Notwithstanding the provisions of paragraph 1.1 above, the subscription rights shall lapse:
- (a) on the expiry of 90 days following the date on which any such offer for the ordinary shares as is referred to in paragraph 8 below becomes unconditional as to acceptances; or
 - (b) subject to the provisions of paragraph 9 below, on the commencement of a winding up of the company.
- 1.7 Save where the warrants have lapsed pursuant to paragraph 1.6 above, not earlier than 1 April 2025 and not later than 1 May 2025, the company shall give notice in writing to the holders of the then outstanding warrants reminding them of their subscription rights and the fact that 15 July 2025 is the final subscription date.
2. **Exercise of subscription rights**
- 2.1 In order to exercise the subscription rights in respect of warrants that are held in certificated form, the warrant holder must, having completed the notice of exercise attached to his warrant certificate, lodge it at the office of the registrars of the company no later than 14 days prior to the relevant subscription date (and no earlier than 30 days prior to the relevant subscription date) accompanied by a remittance for the total subscription price payable in respect of which the subscription rights are being exercised. For this purpose, "**remittance**" means cash or sterling notes or a mixture of both.
- 2.2 In order to exercise the subscription rights in respect of warrants that are held in uncertificated form (in which event the subscription price must be paid wholly in cash), the warrant holder must procure that a properly authenticated dematerialised instruction and/or other instruction or notification is received by the company or by such person as it may require in such form and subject to such terms and conditions as may from time to time be prescribed by the directors of the company (the "**directors**") (subject always to the facilities and requirements of the relevant system concerned). The directors may in addition determine when any such properly authenticated dematerialised instruction and/or other instruction or notification is to be treated as received by the company or by such person as it may require for these purposes (subject always to the facilities and requirements of the relevant system concerned). Without prejudice to the generality of the foregoing, the effect of the properly authenticated dematerialised instruction and/or other instruction or notification referred to above may be such as to divest the warrant holder concerned of the power to transfer such warrants to another person. In either case compliance must also be made with any statutory requirements then applicable.
- 2.3 Once lodged, a notice of exercise shall be irrevocable save with the consent of the directors.
- 2.4 For so long as the ordinary shares are listed on the Official List of the Financial Conduct Authority and admitted to trading on any market of London Stock Exchange plc (the "**London Stock Exchange**"), the company will make application to the Financial Conduct Authority and the London Stock Exchange for the ordinary shares allotted pursuant to any exercise of the subscription rights to be admitted to the Official List of the Financial Services Authority and to trading on the relevant market of the London Stock Exchange. The company will use all reasonable endeavours to obtain such admissions.
- 2.5 Ordinary shares issued pursuant to the exercise of subscription rights will be allotted not later than 14 days after, and with effect from, the relevant subscription date or, if later, so soon thereafter as the later of:
- (a) the admissions referred to at paragraph 2.4 above becoming effective; or
 - (b) any adjustment due to be made pursuant to paragraph 4.1(c) having been calculated.
- 2.6 Ordinary shares allotted pursuant to the exercise of subscription rights will not rank for any dividends or other distributions declared, made or paid in respect of any financial year of the company prior to the financial year in which the relevant subscription date falls, nor shall they rank for any dividends or other distributions declared, made or paid on a date (or by reference to a record date) prior to the relevant subscription date but, subject thereto, will rank *pari passu* in all other respects with the ordinary shares in issue at the relevant subscription date.

2.7 Where the ordinary shares issued on an exercise of the warrants are in certificated form, the company shall issue a share certificate in respect thereof in the name(s) of the shareholder(s). Where not all of the subscription rights evidenced by a warrant certificate are exercised, the company shall issue a new warrant certificate in the name(s) of the relevant holder(s) of warrants for the balance of the warrants remaining exercisable. Where not all of the sterling notes evidenced by a sterling note certificate are surrendered on exercise of the subscription rights, the company shall procure that REA Finance B.V. issues a new sterling note certificate in the name(s) of the holder(s) of such sterling notes for the balance of the sterling notes remaining outstanding. Any such certificates shall be issued free of charge and shall be despatched by post (at the risk of the person(s) entitled thereto) not later than 14 days after the date of allotment of the ordinary shares in accordance with paragraph 2.5 above to the first named holder or to his agent as specified in the notice of exercise, subject always to the address for such agent being within the United Kingdom.

3. **Relevant securities laws**

Notwithstanding any other provision in these particulars or the warrant instrument constituting the warrants (the "**warrant instrument**"), the company may in its absolute discretion impose such conditions, restrictions, limitations, prohibitions and other requirements as it may from time to time think fit for the purpose of complying with the relevant securities laws of any jurisdiction.

4. **Adjustment of subscription rights**

4.1 If on a date or by reference to a record date on or before the final subscription date the company should:

- (a) allot any ordinary shares fully-paid by way of capitalisation of profits or reserves (other than ordinary shares issued in lieu of a cash dividend) to holders of ordinary shares of the company, then, at the option of the company, either the number of ordinary shares to be issued on a subsequent exercise of the subscription rights attaching to one warrant shall be increased appropriately or the subscription price shall be adjusted appropriately, in either case with effect from the record date for the capitalisation issue;
- (b) sub-divide or consolidate its ordinary share capital, then the number and/or nominal value of ordinary shares to be issued on a subsequent exercise of the subscription rights attaching to one warrant shall be increased or reduced appropriately with effect from the date of such sub-division or consolidation;
- (c) make any offer or invitation to the holders of ordinary shares to subscribe shares (the shares so offered being hereinafter referred to as "**new shares**") by way of rights at a price less than the market price at the date of announcement of the terms of the offer, then, at the option of the directors:
 - (i) the number of ordinary shares to be issued on a subsequent exercise of the subscription rights attaching to one warrant shall be increased by the application of the factor (the "**relevant factor**") calculated by the following formula:

$$F = 1 + \frac{B}{N(A+B)}$$

where:

F = the relevant factor, which shall be calculated to four places of decimal;

A = the subscription or purchase price for one new share;

B = the average of the middle market quotations on the London Stock Exchange (as shown by the Daily Official List of the London Stock Exchange (the "**Daily Official List**") for the new shares nil paid during the period in which the new shares are dealt in nil paid;

N = the number of ordinary shares which entitles the holder to subscribe or purchase one new share; or

- (ii) the company shall make a like offer or invitation at the same time to each warrant holder as if he had exercised in full the subscription rights then attaching to the warrants held by him immediately prior to the record date for the offer or invitation; or
 - (iii) if, in the reasonable opinion of the company, an adjustment as set out in (i) or (ii) would be impractical or would not provide an adjustment that would be fair and equitable to both shareholders of the company and the holders of warrants, the subscription price shall otherwise be adjusted as the company reasonably determines to be appropriate.
- 4.2 On any such capitalisation, consolidation, sub-division or offer or invitation as referred to in paragraph 4.1 above, the company shall notify the holders of the warrants of the adjustment within 30 days of the relevant capitalisation issue, consolidation or sub-division or offer or invitation.
- 4.3 Any determination or adjustment made by the company pursuant to the above provisions of this paragraph 4 shall be made by it in good faith as expert and not as arbitrator and shall, save in the case of lack of good faith or manifest error, be final and binding on all warrant holders.
- 4.4 Notwithstanding the above provisions of this paragraph 4, no adjustment shall be made to the subscription price if such adjustment would (taken together with the amount of any adjustment carried forward under the provisions of this paragraph 4.4) be less than one per cent of the subscription price then in force and on any adjustment the adjusted subscription price will be rounded down to the nearest 1p. Any adjustment not so made and any amount by which the subscription price is rounded down will be carried forward and taken into account in any subsequent adjustment.
- 5. **Other provisions**
- 5.1 For so long as any subscription rights remain exercisable, the company shall not, except with the sanction of an extraordinary resolution of the holders of the warrants (as defined in paragraph 11.1 below):
 - (a) make any distribution of capital profits or capital reserves except (x) by means of a capitalisation issue in the form of fully paid shares or (y) by way of a redemption or purchase of its own shares;
 - (b) issue securities by way of capitalisation of profits or reserves except (x) by means of a capitalisation issue in the form of fully paid shares or (y) in lieu of all or part of a cash dividend;
 - (c) on or by reference to a record date falling within the period of 14 days ending on the relevant subscription date, make any such offer or invitation as is referred to in paragraph 4.1(c) above;
 - (d) modify the rights attached to its then existing ordinary shares as a class (but so that nothing herein shall restrict the right of the company to consolidate or subdivide its share capital or create any new class of share capital which carry, as compared with the then existing ordinary shares, no more advantageous rights as regards voting, dividends and return of capital);
 - (e) reduce its share capital or any share premium account or capital redemption reserve except (x) as authorised by section 610(2) or (3), section 662(2) or section 733(5) of the Companies Act 2006 as from time to time amended or re enacted or (y) where shares are cancelled pursuant to a purchase or redemption of its own shares (whether on purchase or after having been held as treasury shares) provided that in either case such reduction or purchase or redemption does not breach any other terms of the warrants;
 - (f) offer or grant any options to subscribe for ordinary share capital of the company or rights to convert securities into ordinary share capital of the company except:
 - (i) rights of conversion or subscription attached to securities or options which are the subject of an offer or invitation as referred to in paragraph 4.1(c) above;

- (ii) options to subscribe for or rights of conversion into ordinary shares of the company at a price or effective price per share equivalent to at least 90 per cent of the average of the middle market quotations on the London Stock Exchange (as shown by the Daily Official List) for one ordinary share for the ten consecutive dealing days ending on the dealing day immediately preceding the date of the fixing of the terms of the grant of the option or the conversion rights;
- (iii) options to subscribe for share capital given to employees (including executive directors) of the company or its subsidiaries so long as the nominal amount of such share capital together with the nominal amount of any share capital over which such options have previously been granted but excluding options which have lapsed or have been exercised does not exceed in the aggregate five per cent of the paid-up share capital of the company in issue immediately prior to such grant; and
- (iv) for a consideration other than cash.

5.2 For so long as any subscription rights remain exercisable, the company shall not do any act or thing if as a result of the company would on any subsequent exercise of the subscription rights be obliged to issue shares at a discount to par.

6. **Purchase of own shares**

If on or before the final subscription date the company should make any offer to the holders of the ordinary shares generally for the purchase by the company of any of its ordinary shares (other than a purchase pursuant to a general authority granted by shareholders), the company shall, at the election of the directors, simultaneously either:

- (a) give notice thereof to the warrant holders and each such warrant holder shall be entitled, at any time while such offer or invitation is open for acceptance, to exercise his subscription rights as if they were then exercisable immediately (that is, without the requirement for not less than 14 days' notice) on the basis then applicable so as to take effect as if he had exercised his rights immediately prior to the date (or record date) of such offer; or
- (b) make an offer to the holders of the warrants for the purchase by the company of warrants on terms such that the net receipt by a warrant holder on acceptance of such offer in respect of all of the warrants held by him would be no less than the amount that the holder would have received on acceptance of the offer to the holders of ordinary shares where he to have exercised in full the subscription rights then attaching to the warrants held by him immediately prior to the record date for the offer less the aggregate amount that would have been payable by him on such exercise.

7. **Other offers**

If on a date or by reference to a record date on or before the final subscription date any offer or invitation (not being an offer giving rise to an adjustment pursuant to paragraph 4.1 above or an offer to which paragraph 8 below applies) is made to the holders of ordinary shares, then the company shall use all reasonable endeavours to procure that a like offer or invitation is made at the same time to each warrant holder as if he had exercised in full the subscription rights then attaching to the warrants held by him immediately prior to the record date for the offer or invitation.

8. **Takeover of the company**

8.1 For so long as any subscription rights remain exercisable, if an offer is made for the ordinary shares (within the meaning of the term "offer" given in the City Code on Takeovers and Mergers, whether effected, without limitation, by means of a contractual offer, statutory merger or a scheme of arrangement), the company shall use all reasonable endeavours to procure that an appropriate offer (as such term is interpreted pursuant to Rule 15 of the City Code on Takeovers and Mergers) is made by the offeror to the warrant holders.

8.2 If such offer is not forthcoming, the company shall, within 14 days of becoming aware that as a result of such offer the right to cast a majority of the votes which may ordinarily be cast on a poll at a general meeting of the company has or will become vested in the offeror (and/or any bodies corporate controlled by the offeror and/or any persons acting in concert with the offeror), give written notice of such fact to all holders of the warrants and each warrant holder shall be entitled, at

any time within the period of 45 days immediately following the date of such notice, to exercise his subscription rights as if they were exercisable immediately (that is, without the requirement for not less than 14 days' notice) on the basis then applicable.

- 8.3 Publication of a scheme of arrangement under the Companies Act 2006 (as from time to time amended or re-enacted) providing for the acquisition by any person of the whole of the issued ordinary share capital of the company shall be deemed to be the making of an offer for the purposes of this paragraph 8.

9. **Winding up of the company**

For so long as any subscription rights remain exercisable, if an order is made or an effective resolution is passed for winding up the company (except for the purposes of a reconstruction or amalgamation on terms sanctioned by an extraordinary resolution of the holders of the warrants), the company shall forthwith give written notice to the warrant holders whereupon each warrant holder shall be treated as if the subscription rights then attaching to his warrants had been exercisable and had been exercised in full on the day immediately preceding the date of such order or resolution and accordingly shall be entitled to receive a sum equal to the amount to which he would have become entitled in such winding up if he had been the holder of the ordinary shares the object of the subscription rights attaching to his warrants less the amount which would have been payable on exercise of those subscription rights in the manner aforesaid provided that such holder shall only be treated if the former amount exceeds the latter amount.

10. **Meetings of warrant holders**

All the provisions of the articles of association for the time being of the company as to general meetings shall apply *mutatis mutandis* as though the warrants were a class of shares forming part of the capital of the company but so that (i) the period of notice shall be 14 days at least, (ii) the necessary quorum shall be warrant holders (present in person or by proxy) entitled to subscribe for one-third in nominal amount of the ordinary shares attributable to the then outstanding warrants, (iii) every warrant holder present in person at any such meeting shall be entitled on a show of hands to one vote and every warrant holder present in person or by proxy shall be entitled on a poll to one vote for every ordinary share for which he is entitled to subscribe, (iv) any warrant holder present in person or by proxy may demand or join in demanding a poll, and (v) if at any adjourned meeting a quorum as defined above is not present, a warrant holder who is then present in person or by proxy shall be a quorum.

11. **Modification of rights**

- 11.1 All or any of the rights for the time being attached to the warrants may from time to time (whether or not the company is being wound up) be altered or abrogated with the sanction of an extraordinary resolution of the warrant holders. For this purpose, "**extraordinary resolution**" means a resolution proposed at a meeting of the warrant holders duly convened and held and passed by a majority consisting of not less than three-quarters of the votes cast, whether on a show of hands or on a poll.

- 11.2 Such alteration or abrogation approved as aforesaid shall be effected by deed poll executed by the company and expressed to be supplemental to the warrant instrument.

- 11.3 An extraordinary resolution passed at a meeting of the warrant holders duly convened and held in accordance with these particulars shall be binding upon all warrant holders whether present or not present at such meeting and whether or not they voted in favour of the resolution.

- 11.4 Modifications to the warrant instrument or the particulars which are of a formal, minor or technical nature, or made to correct a manifest error, or any modifications which the directors consider appropriate to take account of any arrangements or regulations referred to in paragraph 16.4(g) below, may be effected by deed poll executed by the company and expressed to be supplemental to the warrant instrument and notice of such alteration or abrogation or modification shall be given by the company to the warrant holders.

12. **Resolutions in writing**

A resolution in writing signed by or on behalf of all the warrant holders who for the time being are entitled to receive notice of meetings in accordance with the provisions herein contained shall for all

purposes be as valid and effectual as an extraordinary resolution passed at a meeting of the warrant holders duly convened and held in accordance with these particulars. Such resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the warrant holders.

13. Purchase of warrants by the company

The company shall be entitled at any time to purchase warrants by tender to all (and not some only) warrant holders at any price and on such terms and subject to such conditions as the company may specify. Any warrants so purchased shall be cancelled and shall not be available for re-issue.

14. Transfer of warrants

14.1 Each warrant will be registered and, in the case of warrants held in certificated form, transferable by instrument of transfer in any usual or common form or in any other form which may be approved by the directors or, in the case of warrants held in uncertificated form, in accordance with and subject to the provisions of the Regulations and the facilities and requirements of the relevant system concerned and, subject thereto, any arrangements from time to time made by the directors pursuant to paragraph 16.4(g) below except that (in either case) no transfer of a right to subscribe for a fraction of an ordinary share shall be effected.

14.2 **The warrants will not be listed on the Official List or admitted to trading on the London Stock Exchange or any other stock exchange.** Any sale of warrants would be by private treaty negotiated by the holder.

14.3 Save insofar as the same would be inconsistent with these particulars, the provisions of the articles of association of the company relating to the registration, transfer and transmission of shares shall apply *mutatis mutandis* to the warrants.

14.4 Notwithstanding the above provisions of this paragraph 14, no warrant may be transferred to any person who does not have a registered address in the United Kingdom or within the European Economic Area.

15. Information rights

For so long as any subscription rights remain exercisable, the company shall concurrently with the issue of the same to its ordinary shareholders send to each warrant holder (or in the case of joint holders to the first-named) a copy of each published annual report and accounts of the company, together with all documents required by law to be annexed thereto, and a copy of every circular posted to ordinary shareholders.

16. Uncertificated Securities Regulations

16.1 References in these particulars and the warrant instrument to the Regulations are to the Uncertificated Securities Regulations 2001 (No 2001/3755) and include any re-enactment or modification thereof or any regulations made in substitution therefor made under section 784 of the Companies Act 2006 (or any re-enactment or modification thereof) and from time to time in force and words and expressions used in these particulars and the warrant instrument shall have the same respective meanings herein as in the Regulations. References to an uncertificated warrant or to a warrant (or to a holding of warrants) being in uncertificated form are references to that warrant being an uncertificated unit of a security and a dematerialised instruction is properly authenticated if it complies with the specifications referred to in paragraph 5(3) of schedule 1 to the Regulations.

16.2 Words and expressions defined in the Regulations bear the same meanings when used in this paragraph 16.

16.3 Any provisions of these particulars shall not apply to any uncertificated warrants to the extent that such provisions are inconsistent with:

- (a) the holding of warrants in uncertificated form;
- (b) the transfer of title to warrants by means of the relevant system concerned; or

- (c) any provision of the Regulations.

16.4 Without prejudice to the generality and effectiveness of paragraph 16.3 above:

- (a) in relation to uncertificated warrants the directors may also, without prejudice to paragraph 14 above, refuse to register a transfer of uncertificated warrants in such other circumstances as may be permitted or required by the Regulations or the relevant system concerned;
- (b) unless the directors otherwise determine or the Regulations and/or the rules of the relevant system concerned otherwise require, any warrants issued or created out of or in respect of any uncertificated warrants shall be uncertificated warrants and any warrants issued or created out of or in respect of any certificated warrants shall be certificated warrants;
- (c) references in these particulars to a requirement on any person to execute or deliver an instrument of transfer or certificate or other document which would not be practicable as a result of warrants being uncertificated warrants shall, in the case of uncertificated warrants, be treated as references to a requirement to procure the same effect (so far as practicable in the case of uncertificated warrants) in accordance with the facilities and requirements of the relevant system concerned and/or any relevant arrangements or regulations which the directors may make from time to time pursuant to sub-paragraph (g) below;
- (d) conversion of certificated warrants into uncertificated warrants, and vice versa, may be made in such manner as the directors may, in their absolute discretion, think fit (subject always to the Regulations and the facilities and requirements of the relevant system concerned);
- (e) the company shall enter on the register of warrant holders the number of warrants which are held by each warrant holder in uncertificated form and in certificated form and shall maintain the register in each case as is required by the Regulations and the relevant system concerned and, unless the directors otherwise determine, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings (but not so as to affect the voting entitlement of any holder or joint holder);
- (f) warrants shall not be treated as two classes by virtue only of warrants comprising both certificated warrants and uncertificated warrants or as a result of any provision of these particulars or the Regulations which apply only in respect of certificated warrants or uncertificated warrants; and
- (g) the directors may make such arrangements or regulations (if any) as they may from time to time in their absolute discretion think fit in relation to the evidencing, issue and transfer of uncertificated warrants, the payment of any monies in respect of uncertificated warrants and otherwise for the purpose of implementing and/or supplementing the provisions of this paragraph 16 and the Regulations and the facilities and requirements of the relevant system concerned; and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this paragraph 16 whether or not these particulars are modified pursuant to paragraph 11.4 above.

17. **Notices to warrant holders**

17.1 Any notice may be given to or served on any warrant holder either personally or by sending it by first class post in a prepaid envelope addressed to him at his registered address or (if he desires that notices shall be sent to some other person or address) to the person at the address supplied by him to the company for the giving of notices or sending of other documents to him provided that such other address is within the United Kingdom. In the case of joint registered holders of any warrants, a notice given to the warrant holder whose name stands first in the register in respect of such warrants shall be sufficient notice to all the joint holders.

17.2 Any notice given or document served by post shall be deemed to have been given or served on the day following that on which the same is posted and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice of the document or the notice or document itself was properly addressed stamped and posted. Any notice given or document served by delivery otherwise than by post shall be deemed to have been given or served at the time it is delivered to the address hereinbefore specified.

17.3 If at any time the company is unable to give notice by post as a result of the suspension or curtailment of postal services in the United Kingdom, notice may be given to warrant holders by advertisement in a national newspaper published in the United Kingdom. In any such case, the company shall send confirmatory copies of the notice by post as soon as practicable after normal postal services throughout the United Kingdom are restored.

18. Notices to the company

Any notice, demand or other document may be served on the company by sending the same by post in a prepaid letter to the registered office of the company marked for the attention of The Company Secretary, or to such other address in England and/or addressee as the company may from time to time notify to the warrant holders.

19. Governing law and submission to jurisdiction

The warrant instrument, these particulars and the warrants (and any dispute, controversy, proceedings or claim of whatsoever nature arising out of or in any way relating to any of the same or the formation of the same) shall be governed by, and construed in accordance with, English law. Each warrant holder is deemed to have irrevocably agreed that only the courts of England have jurisdiction to hear and decide any suit, action or proceedings, and to settle any dispute, controversy or claim, which may in either case arise out of or in any way relate to the the warrant instrument, these particulars or the warrants.