

Step 3: United Kingdom Stamp Duty. The transfer to a DTC Participant will be liable to the United Kingdom's HM Revenue and Customs 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 certificate is received by Computershare, a representative from Computershare will call the DTC Participant, at the telephone number in Section 6 of the Stock Transfer and Deposit Request Form, to arrange for payment of Stamp Duty. Computershare, upon receipt of payment, will 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 FAQ document for additional information.

Step 4: Send all required documents outlined above to:

Regular mail:
Computershare
PO Box

Overnight/certified/registered delivery:
Computershare

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 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 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 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.

BRIDGE BANK (STOCK TRANSFER) AND DEPOSIT REQUEST FORM (JULY 2012) (REVISED) (ENGLISH) (US EDITION) (12/12)



Deposit Agreement

These terms and conditions form a legally binding agreement between you and us. This deposit 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 with entitlements 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, you are responsible to inform yourself about and observe any applicable tax and legal requirements as they relate to you personally. Where these terms and conditions are in conflict with the provision of such a service which would be contrary to local laws or regulations or that would require us to comply with local governmental regulations or prohibitions, 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 or recommendations. You should consult your requirements. If you are in any doubt you should seek independent professional advice before taking any action. We cannot provide you with liability advice in relation to the Service to your personal circumstances or any associated tax liability. Neither the Service nor these terms and conditions constitute an invitation 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 are included in this Agreement;
- **Custodial Receipt** means the receipt issued for the Deposited Property by the Depository for the purposes of facilitating the transfer of Company Shares to DTC, 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 of the Depository from time to time;
- **Custodian** means GTU Ops Inc., a Delaware corporation which is a Computershare affiliated company or such other affiliate as the Depository appoints 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 and registered in the name of the Custodian pursuant to the terms of this Agreement and in respect of which Custodial Receipts 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 for the Deposited Securities;
- **Depository** means Computershare Trust Company, N.A. which has agreed to act as depository;
- **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 to the completed Stock Transfer and Deposit Request Form transferring the Deposited Securities to the Custodian in the form prescribed and ready for use and (b) the payment of 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 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 the 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 instructions to the Depository on fulfillment of the Service Conditions to take all necessary steps to transfer the Deposited Securities and to credit your securities account with 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 of the Company Shares on the day the 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 Broad Street, 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 (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 to DTC, you must provide the Depository, to the

(i) your Company share certificate(s), if applicable, related to the Deposited Property;

of its obligations or duties whether arising under these terms and conditions or otherwise, save to the extent that such liability is caused by the negligence, wilful misconduct, or fraud of the Depository or any of its directors, officers, employees, agents, or subcontractors, provided that the Depository shall not incur any such liability as a result of the negligence or wilful misconduct of any Custodian or Agent which is not a member of the same group of companies as the Depository unless the Depository shall have failed to exercise reasonable care in the appointment of such Custodian or Agent. Except as prohibited by applicable law, any liability incurred by the Depository to a Holder under this Agreement will be limited to the value of the Deposited Property (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 available to the Holder (or other event giving rise to the liability is discovered and as if such act, omission or other event had not occurred) to the Custodial Receipts to which the liability relates. In no event shall the Depository be liable for consequential damages.

(b) Subject to the provisions of these terms and conditions, the Depository shall not incur any liability to other Holders 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 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 Depository; or
- (v) any circumstance beyond the reasonable control of the Depository,

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.

(k) No provision of this Agreement shall require the Depository to expend or risk its own funds or otherwise incur any financial liability of its rights or powers hereunder. If, notwithstanding this provision, the Depository reasonably does so, it shall be entitled to be reimbursed or to be indemnified for any liability suffered by the Depository in connection with such expenditure or risk of funds or other liability.

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 legislation in New York. We will only hold, use or otherwise process such 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 those companies or agents. We warrant that we are satisfied that the 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 and Computershare Inc., and comply 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 and Computershare Inc.

(b) If any Custodial Receipts remain outstanding after the date of termination, the Depositary shall as soon as reasonably practicable

(d) Nothing in this Agreement shall require the Depositary or the Custodian to disclose sensitive information to the Holder, and 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 purposes of this clause, sensitive information shall mean any information:

How to Complete the Stock Transfer and Deposit Request Form

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 Incorporated Companies are transferred in certificated form only.

Value of Securities:

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

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

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.

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

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. If appropriate, 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 the Medallion Signature Guarantee Program. A Notary Seal is NOT acceptable.

DTC PARTICIPANT INFORMATION

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

TRANSFeree DETAILS

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

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 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 044 1726 209 042 or <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 with 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 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.