

**Jason
EMI Share Option Contract**

Between

Aukett Swanke Group Plc

And

Jason Brameld

EMI Share Option Contract

Clause

- 1 Grant of Option
- 2 Interpretation
- 3 Status as an EMI option
- 4 Relationship with Contract of Employment
- 5 Non-Transferability of this Option
- 6 Exercise of this Option-general rules
- 7 Change of Control
- 8 Major Transaction
- 9 Leaving Employment
- 10 Death of Option Holder
- 11 Lapse of this Option
- 12 Manner of Exercise of Options
- 13 Tax Indemnity
- 14 Transfer of Employer's NICs
- 15 Variation of Share Capital
- 16 Service of Documents
- 17 Governing Law
- 18 Protection of Personal Data
- 19 Third Party Rights

Appendix: Share Option Contract Notice of Exercise of Option

THIS SHARE OPTION CONTRACT is made the [] day of March 2023

BETWEEN:

- (1) **AUKETT SWANKE GROUP PLC** (registered in England and Wales number 02155671) whose registered office is at 10 Bonhill Street, London, EC2A 4PE ("the **Company**"); and
- (2) **Jason Brameld of [REDACTED]** ("the **Option Holder**").

1 GRANT OF OPTION

The Company **HEREBY GRANTS** to the Option Holder the right, exercisable only subject to and in accordance with the following terms and conditions of this Share Option Contract, to subscribe for a maximum of 4,700,000 Ordinary Shares at a price of 1 pence per Share.

2 INTERPRETATION

2.1 In this Share Option Contract:

"Associated Company"	Means a company which is associated with the Company by reason of the fact that one has control of the other or both are under the control of another person or persons (and for the purposes of this definition "control" is to be determined in accordance with sections 450 and 451 of Corporation Tax Act 2010.;
"Change of Control"	means the Company coming under the control of another person as set out in clause 7;
"Control"	except as otherwise expressly provided, has the meaning given in section 995 of the Income Tax Act 2007;
"the Date of Grant"	means the date of this Share Option Contract;
"the Directors"	means the board of directors of the Company or a duly authorised committee of the directors;
"the EMI Code"	means sections 527-541 and Schedule 5 of ITEPA, and Part 4 of Schedule 7D to the Taxation of Chargeable Gains Act 1992;
"Employer's NICs"	means the amount of secondary Class I NICs payable in respect of any Option Gain;
"the Exercise Price"	means the price per Share payable upon exercise of the Option;
"the Group"	means the Company and its 51 per cent subsidiaries;
"HMRC"	means Her Majesty's Revenue and Customs
"ITEPA"	means the Income Tax (Earnings and Pensions) Act 2003;

"NICs"	means National Insurance contributions;
"NI Regulations"	means the laws, regulations and practices currently in force relating to liability for and the collection of National Insurance contributions;
"this Option"	means the right to acquire Shares granted by clause 1;
"the Option Holder"	means the person to whom the Option has been granted or, if that person has died, and where the context requires, his or her Personal Representatives;
"Option Holder's Employer"	means such member of the Group as is or, if the Option Holder has ceased to be employed within the Group, was the Option Holder's employer or such other member of the Group or other person as, under the PAYE Regulations or, as the case may be, the NI Regulations, or any other statutory or regulatory enactment is obliged to account for any Option Tax Liability;
"Option Gain"	means a gain realised upon the exercise or release of, or the acquisition of Shares pursuant to, this Option, being a gain that is treated as derived from the Option Holder's employment by virtue of section 4(4)(a) of the Social Security Contributions and Benefits Act 1992;
"the Option Shares"	means the Shares over which the Option subsists;
"Ordinary Share Capital"	means the issued share capital of the Company other than preference shares;
"Option Tax Liability"	means any liability of the Option Holder's Employer to account to HMRC for any amount of, or representing, income tax or NICs (which may, to the extent provided for in clause 12, include Employer's NICs) arising on the exercise or release of, or the acquisition of Shares pursuant to, this Option;
"the PAYE Regulations"	means the regulations made under section 684 of ITEPA;
"Personal Data"	has the meaning it bears for the purposes of the General Data Protection Regulation (GDPR) 2018;
"Personal Representatives"	means the personal representatives of the Option Holder (being either the executors of his will or, if he dies intestate, the duly appointed administrator(s) of his estate) who have produced to the Company evidence of their appointment as such;
"Relevant EEA Market"	has the meaning given in paragraph 68(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 as amended or re-issued from time to time;
"Relevant Market"	has the meaning given in paragraph 69(1) of the Financial Services and Markets Act 2000 (Financial Promotion)

Order 2005 as amended or re-issued from time to time;

"Schedule 5"

means Schedule 5 to ITEPA;

"Shares"

means fully-paid Ordinary Shares in the capital of the Company;

"Subsidiary"

means, in relation to the Company, any other company which is for the time being a subsidiary (as defined in section 1159 and Schedule 6 of the Companies Act 2006) of the Company;

"51 per cent subsidiary"

has the meaning given in section 1154 of the Corporation Tax Act 2010;

2.2 For the purposes of this Share Option Contract, unless the context otherwise requires:

- (a) references to clauses are to clauses of this Share Option Contract;
- (b) references to Shares being "vested at any given time are to be read and construed as references to this Option having, immediately before that time, then been capable of immediate exercise as mentioned in clause 6 and references to "unvested Shares" shall be construed accordingly;
- (c) references to Shares in respect of which this Option subsists at any time are to be read and construed as references to the Shares over which this Option is then held and in respect of which it has not previously been exercised;
- (d) any reference to any enactment includes a reference to that enactment as from time to time modified extended or re-enacted;
- (e) persons shall be taken to be connected with one another if they are so connected as mentioned in sections 1122 and 1123 of the Corporation Tax Act 2010.

2.3 If any question, dispute or disagreement arises as to the interpretation of this Share Option Contract, the decision of the Directors shall be final and binding upon all persons.

3 STATUS AS AN EMI OPTION

3.1 This Option has been granted under the provisions of the EMI Code and, in so far as the initial market value (determined as mentioned in paragraph 5(6)-(8) of Schedule 5) does not exceed £250,000, is intended to be an "Enterprise Management Incentive" as mentioned in that Schedule.

3.2 The Option Holder hereby confirms to the Company that his "committed time" amounts to at least 25 hours a week or, if less, 75 per cent of his "working time".

3.3 For the purposes of clause 3.2:

- (a) "committed time" means the time that the Option Holder is required as an employee of the Company or of any 51 per cent subsidiary to spend on the business of the Company or of the Group and includes any time which the Option Holder would have been required so to spend but for:

- (i) injury, ill-health or disability;
- (ii) pregnancy, childbirth, maternity or paternity leave or parental leave;
- (iii) reasonable holiday entitlement; or
- (iv) not being required to work during a period of notice of termination of employment;

(b) "working time" means time spent on "remunerative work" (as defined in paragraph 27 of Schedule 5) as an employee or self-employed person or time which would have been so spent but for any of the reasons in (i)-(iv) above.

3.4 The Option Holder hereby confirms to the Company that neither the Option Holder nor the Option Holder together with one or more "associate(s)" of the Option Holder nor any "associate" of the Option Holder, with or without any other such "associate(s)" has a "material interest" in the Company.

3.5 For the purposes of clause 3.4:

(a) "associate" has the meaning given in paragraphs 31 to 33 of Schedule 5; and

(b) "material interest" has the meaning given in paragraphs 29 and 30 of Schedule 5.

3.6 The Option Holder's Employer shall complete and submit to HMRC by electronic means through the Company's PAYE Portal within 92 days after the Date of Grant a notice as required by paragraph 44 of Schedule 5.

3.7 Although the Company intends this Option to rank as an EMI Option, no warranty is given by the Company that this Option does in fact qualify nor that it will continue to qualify up until the time when the Option Holder exercises this Option and subsequently sells the Shares acquired pursuant to this Option.

3.8 Neither the Company nor any Subsidiary or Associated Company shall be liable to the Option Holder for any tax or additional tax or NICs payable by the Option Holder upon the exercise of this Option or upon the subsequent disposal of any of the Shares acquired upon the exercise of this Option being, in any such event, tax or NICs payable because of a failure to qualify for relief afforded by sections 529 to 532 of ITEPA in consequence of anything done by the Company or any Subsidiary or Associated Company.

3.9 The Shares which may be acquired upon the exercise of this Option are subject to the restrictions contained in the lock-in and orderly market deed and relationship agreement dated [] 2023 to which the Option Holder is a party. Details of all other restrictions attaching to the Shares which may be acquired upon the exercise of this Option are contained in the Articles of Association of the Company. A copy of the Articles of Association is available for inspection on request from the Company Secretary.

3.10 Nothing in this Share Option Contract shall be taken to impose any restriction or limitation upon the exercise by the members of the Company of their rights to make any alteration to the Articles of Association or the share capital of the Company.

4 RELATIONSHIP WITH CONTRACT OF EMPLOYMENT

4.1 The grant of this Option does not form part of the Option Holder's entitlement to remuneration or benefits pursuant to the Option Holder's contract of employment.

- 4.2 The rights and obligations of the Option Holder under the terms of the Option Holder's contract of employment with the Company or any past or present Subsidiary or Associated Company shall not be affected by the grant of this Option.
- 4.3 The rights granted to the Option Holder under this Share Option Contract shall not afford the Option Holder any rights or additional rights to compensation or damages in consequence of the loss or termination of the Option Holder's office or employment with the Company or any past or present Subsidiary or Associated Company for any reason whatsoever and whether such termination is subsequently held to be wrongful or unfair.
- 4.4 The Option Holder shall not be entitled to any compensation or damages for any loss or potential loss which the Option Holder may suffer by reason of being unable to exercise this Option:
- (a) in consequence of the loss or termination of the Option Holder's office or employment with the Company or any past or present Subsidiary or Associated Company for any reason whatsoever and whether such termination is subsequently held to be wrongful or unfair;
 - (b) for any other reason.
- 4.5 The Option Holder shall not be entitled to any compensation or damages for any loss or potential loss which he may suffer by reason of the occurrence of any disqualifying event (as mentioned in section 533 of ITEPA) or of any other act or omission, whether by the Company or otherwise, whereby this Option loses its status as an EMI Option.

5 NON-TRANSFERABILITY OF THIS OPTION

During his lifetime:

- (a) only the Option Holder may exercise this Option; and
 - (b) the Option Holder may not transfer any of his rights under this Option.
- 5.2 If the Option Holder dies in service then the Option may be exercised by their Personal Representatives in accordance with clause 10.

6 EXERCISE OF THIS OPTION-GENERAL RULES

- 6.1 Except as provided in clause 7 and 8, this Option will vest on, and become exercisable from, the second anniversary of the Date of Grant.
- 6.2 Except as provided in clause 9 and 10, this Option may not be exercised after the Option Holder no longer holds employment with any member of the Group or has given or received notice of termination of his employment with any member of the Group.
- 6.3 This option may not in any event be exercised after the sixth anniversary of the Date of Grant.

7 CHANGE OF CONTROL

- 7.1 If Company comes under the control of another person before the second anniversary of the Date of Grant, then this Option may be exercised within 90 days of the date when that person obtained control of the Company.
- 7.2 If the Directors anticipate that a Change of Control may occur as mentioned in Rule 8, the Directors may invite Option Holders to exercise some or all of any Options which have not

yet reached the second anniversary of their Date of Grant within such period preceding such a Change of Control as the Directors may specify.

- 7.3 For the purposes of the preceding provisions of this clause 7, a person shall be deemed to have control of the Company if he and others acting in concert with him have together obtained control of it.

8 MAJOR TRANSACTION

- 8.1 If the Group achieves disposal of an Associated Company or Subsidiary before the second anniversary of the Date of Grant, then this Option becomes exercisable from the date that the disposal is completed.
- 8.2 Any disposal of a major interest in the holding company or issue of new shares amounting to 25 % of the existing or enlarged group shareholding then this Option becomes exercisable from the date of the acquisition or issue.

9 LEAVING EMPLOYMENT

- 9.1 Subject to clause 10, if the Option Holder no longer holds employment with any member of the Group or has given or received notice of termination of this employment with any member of the Group, then this Option shall immediately lapse and cease to be exercisable **UNLESS** the Directors (in the exercise of their discretion) determine and notify the Option Holder in writing that this Option may be exercised within the period of 90 days from the date on which the Option Holder ceased to hold employment with any member of the Group.
- 9.2 For the purposes of this clause 9, the Option Holder shall not be treated as having ceased to hold employment within the Group unless and until he or she no longer holds any office or employment with any member of the Group.

10. DEATH OF THE OPTION HOLDER

- 10.1 If the Option Holder dies in service, this Option may be exercised by their Personal Representatives within the period of one year beginning with the date of death in respect of all the Option Shares which were capable of being exercised immediately before the Option Holder died and shall lapse and cease to be exercisable at the end of that period.
- 10.2 If the Option Holder dies after having ceased to hold employment within the Group but before the Option has lapsed, this Option may be exercised by their Personal Representatives within the period of one year beginning with the date of death in respect of all the Option Shares which were capable of being exercised immediately before the Option Holder died and shall lapse and cease to be exercisable at the end of that period.

11 LAPSE OF THIS OPTION

- 11.1 This Option shall immediately lapse and cease to be exercisable:
- (a) at the end of the sixth anniversary of the Date of Grant;
 - (b) if it is transferred or assigned (other than to the Personal Representatives of the Option Holder), mortgaged, charged or otherwise disposed of by the Option Holder.

- 11.2 Unless the Directors (in the exercise of their discretion) determine otherwise, this Option shall immediately lapse and cease to be exercisable:
- (a) if the Option Holder is adjudged bankrupt or an interim order is made because he intends to propose a voluntary arrangement to his creditors under the Insolvency Act 1986;
 - (b) if the Option Holder makes or proposes a voluntary arrangement under the Insolvency Act 1986, or any other scheme or arrangement in relation to his debts, with his creditors or any section of them;
 - (c) if the Option Holder is otherwise deprived (except on death) of the legal or beneficial ownership of the Option by operation of law or doing or omitting to do anything which causes him to be so deprived.

12 MANNER OF EXERCISE OF OPTIONS

12.1 This Option shall be exercised only by the Option Holder (or the Option Holder's Personal Representatives) serving a written notice upon the Company which:

- (a) specifies the number of Shares in respect of which the Option is exercised;
- (b) unless the Option Holder has entered into arrangements approved by the Company for procuring payment to the Company of the aggregate Exercise Price, is accompanied by payment of an amount equal to the product of the number of Shares specified in the notice and the Exercise Price;

and is otherwise in the form set out in the Appendix to this Share Option Contract or such other form as the Directors may notify in writing to the Option Holder.

12.2 The Option over each Option Share may be exercised once only.

12.3 Subject to clause 14, within 30 days beginning with the date on which the Company receives a notice of exercise which complies with clause 12.1, the Company shall allot and issue or procure the transfer to the Option Holder of such number of Shares as is specified in the notice.

12.4 Subject to clause 14 as soon as reasonably practicable after allotting any Shares pursuant to clause 12.3, the Company shall procure:

- (a) the issue to the Option Holder of a definitive share certificate or such acknowledgment of shareholding as is prescribed from time to time in respect of the Shares so allotted;
- (b) that if permission has been given for Shares of the same class to be traded or dealt in on a Relevant EEA Market or a Relevant Market, the Shares so allotted may be so traded or dealt in.

12.5 The Company may, if the Option Holder so requests, issue or procure the transfer of some or all of such Shares to a nominee of the Option Holder provided that beneficial ownership of such Shares shall be vested in the Option Holder.

12.6 The issue or transfer of any Shares pursuant to the exercise of this Option shall be subject to the Articles of Association of the Company and to any necessary consents of any governmental or other authorities under any enactments or regulations from time to time in

force and it shall be the responsibility of the Option Holder to comply with any requirements to be fulfilled in order to obtain or obviate the necessity of such consent.

- 12.7 All Shares allotted or transferred pursuant to the exercise of this Option shall rank equally in all respects with the Shares for the time being in issue save as regards any rights attaching to such Shares by reference to a record date prior to the date of allotment or transfer.

13 TAX INDEMNITY

- 13.1 The Option Holder agrees to indemnify the Company and the Option Holder's Employer in respect of any Option Tax Liability.

- 13.2 The Option Holder understands and agrees that, if an Option Tax Liability arises on any occasion then, unless either:

- (a) the Option Holder's Employer is able to withhold the amount of the Option Tax Liability from payment of his remuneration, within the period of 30 days from the date on which this Option is exercised;
- (b) the Option Holder indicates in writing to the Option Holder's Employer either on the notice of exercise or in a manner agreed with the Company, that the Option Holder will make a payment to the Company of an amount equal to the Option Tax Liability and does in fact make the payment, within 14 days of being notified by the Company of the amount of the Option Tax Liability; or
- (c) the Option Holder authorises the Company (either in the notice of exercise of the Option or in another manner agreed with the Company) to sell sufficient of the Shares acquired on the exercise of the Option and to procure payment to the Option Holder's Employer of an amount sufficient to satisfy the indemnity out of the net proceeds of sale of the Shares

the Company shall be entitled to sell sufficient of the Shares acquired on the exercise of this Option necessary to satisfy the indemnity and to procure payment to the Option Holder's Employer of an amount sufficient to satisfy the indemnity out of the net proceeds of sale of the Shares.

14 TRANSFER OR EMPLOYER'S NICs

The Option Holder hereby agrees with, and undertakes to, the Company and the Option Holder's Employer that:

- (a) the Option Holder's Employer may recover from the Option Holder as mentioned in clause 13.2 the whole or any part of any Employer's NICs; and
- (b) the Option Holder shall, if requested by the Company, join with the Option Holder's Employer in making an election (in a form approved by HMRC under paragraph 3B of Schedule 1 to the Social Security Contributions and Benefits Act 1992) for the transfer to the Option Holder of the whole, or such part as the Company may determine, of any liability of Employer's NICs.

15 VARIATION OF SHARE CAPITAL

- 15.1 If the Ordinary Share Capital is varied by way of capitalisation or rights issue, sub-division, consolidation or reduction or there is declared a special dividend or there occurs a demerger or any other event which might affect the value of this Option, the Directors may adjust:
- (a) the number of Option Shares; and/or
 - (b) the Exercise Price; and/or
 - (c) if this Option has been exercised in respect of any Shares but those Shares have not yet been allotted, to the number of Shares which may be so allotted and the Exercise Price

PROVIDED THAT:

- (i) an adjustment must be made if the variation would otherwise increase the value of this Option;
 - (ii) except in so far as the Directors (on behalf of the Company) agree to capitalise the Company's reserves and apply the same at the time of allotment of the Shares in paying up the difference between the Exercise Price and the nominal value of the Shares, the Exercise Price shall not be reduced below the nominal value of a Share; and
 - (iii) the number of Option Shares as so adjusted is rounded down to the nearest whole number and the Exercise Price is rounded up to the nearest whole penny.
- 15.2 The Directors shall notify the Option Holder of any adjustment made pursuant to this clause 15.

16 SERVICE OF DOCUMENTS

- 16.1 Any notice or document to be given to the Option Holder in accordance or in connection with this Share Option Contract shall be duly given:
- (a) if he holds office or employment within the Group, by delivering it to him at his place of work; or
 - (b) if it is posted in a pre-paid envelope to his address last known to the Company and if so sent it shall be deemed to have been given on the date of posting.
- 16.2 Any notice or document so sent to the Option Holder shall be deemed to have been duly given notwithstanding that such Option Holder is then deceased (and whether or not the Company has notice of his death) except where his Personal Representatives have established their title to the satisfaction of the Company and supplied to the Company an alternative address to which documents are to be sent.
- 16.3 Any notice in writing or document to be submitted or given to the Company, or any member of the Group in accordance or in connection with this Share Option Contract may be delivered, sent by post or facsimile transmission but shall not in any event be duly given unless it is actually received by such individual as may from time to time be nominated by the Directors for the purposes of this Share Option Contract and whose name and address is notified to the Option Holder.

17 GOVERNING LAW

This Share Option Contract shall be governed by, and construed in accordance with, English law and each party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Share Option Contract and any matter arising therefrom.

18 PROTECTION OF PERSONAL DATA

The Option Holder hereby agrees and consents to:

- (a) the collection, use and processing by the Company and any member of the Group of his Personal Data, for all purposes reasonably connected with the administration of this Share Option Contract and the subsequent registration of the Option Holder or any other person as a holder of Shares acquired pursuant to the exercise of this Option;
- (b) the Company and any member of the Group transferring his Personal Data to or between any of such persons for all purposes reasonably connected with the administration of this Share Option Contract;
- (c) the use of his Personal Data by any such person for such purposes; and
- (d) the transfer to and retention of his Personal Data by any third party for such purposes.

19 THIRD PARTY RIGHTS

Except as otherwise expressly stated to the contrary, no third party shall have any rights under this Share Option Contract and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Option.

EXECUTED AS A DEED by the parties on the date which first appears in this Share Option Contract.

EXECUTED as a DEED (but not delivered until the date first shown above) by **AUKETT SWANKE GROUP PLC** acting by:

]]]]

_____ Director

_____ Director/Secretary

SIGNED (but not delivered until the date first shown above) by **JASON BRAMELD**

]]]]

_____ Option Holder

in the presence of:

_____ Witness signature

_____ Witness name (print)

_____ Address

_____ Occupation

_____ Date

APPENDIX

SHARE OPTION CONTRACT NOTICE OF EXERCISE OF OPTION

To: The Company Secretary, Aukett Swanke Group Plc

I hereby exercise the Option granted by the Share Option Contract dated [] March 2023 ("the Option Contract") in respect of all/[..... ..] of the Vested Option Shares, and request the allotment or transfer to me of those shares in accordance with the Option Contract and the Memorandum and Articles of Association of the Company.

I enclose a cheque made payable to Aukett Swanke Group Plc in the sum of £..... being the aggregate Exercise Price of such shares.

Name (block letters)

Signature

Address

Date

NOTES:

- 1 This form must be accompanied by payment of the Exercise Price for the shares in respect of which the Option is exercised.
- 2 **IMPORTANT. The Company does not undertake to advise you on the tax consequences of exercising your Option. If you are unsure of the tax liabilities which may arise, you should take appropriate professional advice before exercising your Option.**
- 3 Words and phrases used in this Notice of Exercise have the meanings given in the Option Contract.

Jason Brameld
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[] March 2023

Dear Jason

Enterprise Management Incentives

I am pleased to invite you to accept the grant of a share option in a form which is intended to qualify as a particular type of tax advantageous option known as an "Enterprise Management Incentive" ("an EMI option"). To accept the grant of this option you should sign (in the presence of a witness who should also sign it and complete where indicated) the Share Option Contract where marked. However, before doing so, you should take note of the following:

To qualify as an EMI option the grant of your share option must be electronically notified to HM Revenue & Customs within 92 days after the Share Option Contract is executed. The form of notification confirmation that you are committed to work and in fact work for the Company and for its "qualifying subsidiaries" for at least 25 hours a week or, if less, at least 75 per cent of your "working time". In entering into the Share Option Contract you will also be undertaking to the Company that this is the case and that to the best of your knowledge and belief there are no circumstances which could cause this to be an untrue statement.

Tax benefits of an EMI option

The tax treatment afforded to EMI options is more generous than the tax treatment otherwise afforded to share options (whether or not approved by HM Revenue & Customs).

In particular, you will be relieved from income tax (and NICs) on the growth in market value of the shares over which you have been granted your EMI option ("your option shares") between the date of grant and the date of exercise or, if it occurs 90 days or more before the date of exercise, a "disqualifying event". Instead, any such gain will be taxed as a capital gain when you sell or otherwise dispose of your option shares.

What is a "disqualifying event"?

The following are "disqualifying events":

- (i) a loss of independence of the Company;
- (ii) the Company ceasing to meet the legislative "trading activities" requirements;

Aukett Swanke Group Plc
10 Bonhill Street
London EC2A 4PE
T +44 (0) 20 7843 3000
E london@aukettswanke.com
W www.aukettswanke.com

- (iii) you ceasing to be an eligible employee, either because you leave the Company or because you cease to satisfy the commitment of working time requirement;
- (iv) in any tax year the time you spend on the business of the Company amounts to less than 25 hours per week or, if less, 75 per cent of your "working time";
- (v) the terms of the Share Option Contract being varied, such that the legislative requirements are no longer met;
- (vi) certain alterations being made to the share capital of the Company which affect or could affect the value of your option shares;
- (vii) a conversion of your option shares into shares of a different class (unless certain conditions are met);
- (viii) you being granted an HM Revenue & Customs approved executive share option over shares with an initial market value which, when added to the initial market value (disregarding any restrictions attaching to your option shares) of your option shares, exceeds £250,000;
- (ix) the trade intended to be carried on by the Company not in fact being begun to be carried on within two years.

A "disqualifying event" will not occur in consequence of a loss of independence if this is by reason of a takeover, or the interposition of a new holding company, **and** your share option is released in exchange for the grant of a fresh option over shares in the acquiring company on terms which comply with the legislative requirements.

In granting this share option to you, the Company does not give any undertaking or assurance that such a "disqualifying event" will not occur before, or within 90 days before, you can exercise your share option. Likewise, the Company gives you no guarantee or assurance that you will qualify for relief from income tax upon the exercise of your share Option.

The Company cannot give you any undertaking or assurance that if its independence is lost in consequence of a takeover, reconstruction or the interposition of a new holding company, you will be given the opportunity to "roll over" your share option by releasing it in exchange for the grant of corresponding rights to acquire shares in the new holding company either on terms which will avoid the occurrence of a "disqualifying event", or at all.

The circumstances in which your share option may be exercised - or will lapse - are exhaustively set out in the Share Option Contract. They are not necessarily linked to the occurrence of a "disqualifying event". The Company does not give you any undertaking or assurance that if a "disqualifying event" should occur you will then be able to exercise your share option within 90 days thereafter (or at all) except as provided in the Share Option Contract.

It is a term of the Share Option Contract that, in so far as a charge to income tax and NICs might arise on any gain realised when your share option is exercised (or released), you are required to:

- (a) indemnify your employer against any liability to account for income tax and employees' primary Class I NICs under PAYE;

- (b) agree to bear the cost of the amount of employer's secondary Class I NICs due on the amount of any such gain, thereby effectively increasing the rate at which you pay tax and NICs on any such;
- (c) (if so required to do so) enter into a joint election with your employer to transfer the liability to account for such employer's secondary Class I NICs from your employer to you (in such form as may be approved by HM Revenue & Customs);
- (d) pay to your employer an amount equal to the full amount of tax and NICs payable by you pursuant to such liabilities; or
- (e) authorise the immediate sale (on your behalf) of such number of your option shares acquired on exercise as will allow the full amount of tax and NICs payable by you pursuant to such liabilities to be recovered from you.

Acceptance of the grant of an EMI option

To accept the grant of your share option you must sign (in the presence of a witness) - but do not date - the accompanying Share Option Contract and return it to the Company so as to be received by the Company Secretary no later than [] March 2023.

Yours sincerely

Robert Fry
Chief Executive Officer
Aukett Swanke Group Plc