

ANNUAL GENERAL MEETING

LUXFER HOLDINGS PLC (“Company”)

PART I

Dear Member,

Annual General Meeting

I have the pleasure of enclosing the notice of the Company’s 2014 annual general meeting (“AGM”). This year the AGM will be held at the **Royal Thames Yacht Club, 60 Knightsbridge, London, SW1X 7LF** on **Thursday, 29 May 2014** beginning at **10:00 am (UK time)**.

The formal notice of AGM is set out in Part II of this document (“Notice”).

As a holder of ordinary shares, you can attend and/or vote at the AGM. If you cannot attend the AGM you can appoint another person as your proxy. To be valid, a form of proxy must be completed and returned to the Company’s registrar in accordance with the instructions set out in the Notice.

At the AGM, resolutions will be proposed in relation to the following matters:

- **Annual accounts for the year ended 31 December 2013 (resolution 1)**

Members will be asked to receive the Company’s annual accounts for the year ended 31 December 2013 together with the reports of the Company’s directors and auditors (“Accounts”). The Accounts are available on the Company’s website.

- **Re-appointment of directors retiring by rotation (resolutions 2 & 3)**

The Company’s articles of association require that one third of the current directors of the Company retire by rotation each year. At the AGM, Joseph Bonn and Kevin Flannery will each retire and offer themselves up for reappointment as directors of the Company. Biographical details of Messrs Bonn and Flannery may be found on page 21 of the Accounts.

- **Reappointment and remuneration of auditors (resolutions 4 & 5)**

At each general meeting at which the Company's accounts are presented to the members, the Company is required to appoint auditors to hold office from the conclusion of the AGM until the conclusion of the next general meeting at which accounts are laid before the Company. Ernst & Young LLP have indicated that they are willing to continue as the Company's auditors for another year. Resolution 4 proposes the reappointment of Ernst & Young as auditors and resolution 5 authorises the Company's Audit Committee to fix their remuneration.

- **Directors remuneration report and remuneration policy (resolutions 6 & 7)**

In accordance with section 439 of the Companies Act 2006 (the "Act"), the members will be asked to approve the directors' remuneration report (excluding the directors' remuneration policy, as to which, see below). The directors' remuneration report may be found on pages 33 to 58 (inclusive) of the Accounts. The vote is advisory only. The directors' entitlement to remuneration is not conditional on this resolution being passed.

Under section 439A of the Act, a new requirement has been introduced for a separate resolution to approve the remuneration policy part of the directors' remuneration report, which may be found on pages 36 to 45 (inclusive) of the Accounts. The vote is binding which means that payments may only be made in accordance with a remuneration policy that has been approved by shareholders. The remuneration policy must be put to shareholders at least every three years, unless during that time it is to be changed. It is the Company's intention to submit the remuneration policy to shareholders every three years.

- **Sub-division of ordinary shares and amendment of ADS ratio (resolution 8)**

At present, the Company's American Depositary Shares ("ADSs"), which are traded on the New York Stock Exchange have a nominal value £0.50 each, whereas the Company's ordinary shares have a nominal value of £1. For the purposes of administrative convenience and simplicity, it is proposed to sub-divide each £1 ordinary share into two ordinary shares of £0.50 each so as to match the individual nominal value of the Company's ordinary shares with that of its ADSs. Sub-dividing the ordinary shares in this way would not affect the rights attached thereto or the aggregate nominal value of the Company's issued share capital.

If the proposed sub-division is approved and carried into effect, (i) the issued ordinary share capital of the Company will comprise 27,013,996 ordinary shares of £0.50 each; (ii) the Company will amend (in the American Depositary Receipts evidencing the ADSs)

the present ratio of 0.5 ordinary shares for each ADS to 1 ordinary share for each ADS; and (iii) ordinary shareholders will be issued with replacement share certificates to reflect the revised nominal value of the Company's ordinary shares.

- **Authority for purchase of own shares in connection with the Company's employee share schemes (resolution 9) or pursuant to a buyback contract between the Company and Jefferies LLC (resolution 11)**

The Company cannot purchase its own ordinary shares or ADSs unless the purchase or contract for purchase has first been authorised by the Company's shareholders in a general meeting. It is proposed to confer such authority on the Company in accordance with sections 693A and 694 of the Act to make off-market purchases of its own ordinary shares or ADSs representing the same for a period of five years as from the date of the AGM.

The directors intend to exercise the authorities, if granted, to purchase up to an aggregate of:

- 1,350,000 ordinary shares or 2,700,000 ADSs representing the same, or
- 2,700,000 ordinary shares or ADSs representing the same, if the subdivision proposed in resolution 8 is approved and implemented,

being in either case just under 10% of the issued ordinary share capital of the Company as at the date of this Notice. The minimum and maximum prices are set out in, as applicable, resolution 9 and the Repurchase Program Letter of Engagement between the Company and Jefferies PLC ("**Program Letter**").

The proposed authorities will, if granted, allow the Company (i) to buy back its ordinary shares (or ADSs) under section 693A of the Act for the purpose of any employee share scheme the Company may from time to time operate, and (ii) to buy back its ordinary shares (or ADSs) from Jefferies LLC under section 694 of the Act, pursuant to and on the terms described in the Program Letter, which is attached to this Notice at Appendix I and which will be made available for inspection at the registered office of the Company during normal working hours from the date of this Notice up to the AGM, and at the AGM itself.

The directors will exercise the authorities to buy back only after careful consideration, taking into account prevailing market conditions, other investment opportunities and the overall financial position of the Company.

The Act and regulations made thereunder permit companies to hold shares acquired by a company in itself as treasury shares rather than cancelling them. Treasury shares can subsequently be cancelled, sold or used to satisfy share options or share awards under employee share schemes.

The directors would consider holding as treasury shares any ordinary shares or ADSs representing the same that the Company repurchases pursuant to the authorities granted under resolutions 9 and 11. Shares bought into treasury under section 693A of the Act would be used to satisfy share options (whether currently existing or granted in the future) or awards granted from time to time under any employee share scheme the Company may from time to time operate.

The directors believe the possibility of holding such shares as treasury shares will provide the Company with increased flexibility in managing its share capital. As at the date of this Notice, the Company held no treasury shares.

- **Approval of the Share Plan (resolution 10)**

It is proposed that the Company adopt a new employee stock purchase plan. The Luxfer Holdings PLC Employee Stock Purchase Plan (“**Share Plan**”) is an employee stock purchase plan under which all employees in the U.S. who satisfy certain conditions are eligible to participate. The Share Plan provides eligible employees with an opportunity to purchase ADSs representing ordinary shares in the Company at a 15% discount from market value, subject to limits set by the Internal Revenue Code and the Share Plan. The purchase of ADSs will be funded by payroll deductions made by participating employees. It is not intended that ADSs will be granted to U.K.-tax-resident individuals under the Share Plan. Accordingly, the Company does not intend to seek HM Revenue & Customs approval for the plan. The Share Plan is designed to offer the broad-based employee population an opportunity to acquire an equity interest in the Company and thereby align their interests with those of shareholders. A summary of the principal features of the Share Plan is set out in Appendix II to this Notice.

Recommendation

The directors of the Company consider that all of the resolutions proposed at the AGM, full details of which are set out in the Notice, are in the best interests of the Company and its members as a whole and are most likely to promote the success of the Company for the benefit of its members as a whole. The directors unanimously recommend that you vote in favour of all of the proposed resolutions as they intend to do in respect of their own beneficial holdings.

If you are in any doubt as to what action you should take, you are recommended to seek your own financial advice from your stockbroker or other independent adviser authorised under the Financial Services and Markets Act 2000.

Presentations to the AGM and the voting results will be posted in the investor section of the Company's website. **This website cannot be used for any communication in connection with the Annual General Meeting.**

Yours sincerely



Peter Haslehurst

Chairman

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If you intend to come to the Annual General Meeting on Thursday, 29 May 2014, please sign this slip and return it to the Company Secretary at the Company's registered office.

Name _____

Signed _____ Dated _____

PART II

NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that the Annual General Meeting (“AGM”) of Luxfer Holdings PLC (“Company”) will be held at **Royal Thames Yacht Club, 60 Knightsbridge, London, SW1X 7LF** on **Thursday 29 May 2014 at 10:00 am (UK time)**.

You will be asked to consider and vote on each of the resolutions below, which will all be proposed as ordinary resolutions.

RESOLUTIONS

As ordinary business

1. To receive the Company’s annual accounts for the year ended 31 December 2013 together with the reports of the Company’s directors and the auditors (“Accounts”).
2. To reappoint Joseph Bonn as a director of the Company.
3. To reappoint Kevin Flannery as a director of the Company.
4. To reappoint Ernst & Young LLP as auditors of the Company (“Auditors”) from the conclusion of the AGM until the conclusion of the next general meeting at which accounts are laid before the Company.
5. To authorise the Audit Committee of the Company to agree the remuneration of the Auditors.
6. To approve the directors’ remuneration report for the year ended 31 December 2013 (other than the part containing the directors’ remuneration policy).
7. To approve the directors’ remuneration policy contained in the directors’ remuneration report for the year ended 31 December 2013, which takes effect on 30 May 2014 and applies until replaced by a new or amended policy.

As special business

8. To consider and, if thought fit, to pass the following resolution:

that each ordinary share of £1 each in the issued share capital of the Company be subdivided into two ordinary shares of £0.50 each (“Share Split”), such shares having the same rights and being subject to the same restrictions (save as to nominal value) as the existing ordinary shares of £1 each in the capital of the Company as set out in the Company’s articles of association for the time being; *provided that* the effective time of the Share Split will be the effective time of the amendment to the ratio of American Depositary Shares (“ADSs”) to ordinary shares described in the American Depositary Receipts evidencing the ADSs, from 0.5 ordinary shares for each ADS to 1 ordinary share for each ADS, which amendment the Company will undertake if this resolution is

passed, the effective time of such amendment being determined by the Directors (and expected to occur within 10 days of the passing of this resolution);

9. To consider and, if thought fit, to pass the following resolution:

that, for the purposes of or pursuant to any employee share scheme the Company may from time to time operate, the Company be and is hereby generally and unconditionally authorised under section 693A of the Companies Act 2006 (“Act”) and upon such terms and in such manner as the directors of the Company shall determine, to make one or more off-market purchases (as defined in section 693(2) of the Act) of ordinary shares in the capital of the Company, or of ADSs representing the same, *provided that*:

- a) the maximum number of ordinary shares, or its equivalent in ADSs authorised to be purchased hereunder (the “693A Purchase Limit”) is 1,350,000, or 2,700,000 if resolution 8 is approved and implemented (representing approximately, but less than, 10% of the Company's issued ordinary share capital at the date of the Notice of this meeting);
- b) the 693A Purchase Limit shall be reduced by the number of ordinary shares or ADSs, if any, purchased from time to time by the Company pursuant to any authority granted under section 694 of the Act;
- c) the minimum price (excluding expenses) which may be paid is £1 per ordinary share or £0.50 per ADS (or £0.50 per ordinary share or ADS if resolution 8 is approved and implemented), being the nominal value thereof;
- d) the maximum price (excluding expenses) per ordinary share or ADS, as applicable, which may be paid shall be:
 - 5% above the average of the closing prices of an ADS of the Company taken from the New York Stock Exchange for the five business days immediately preceding the date on which the purchase is made or, if less, the maximum purchase price permitted pursuant to Rule 10b-18 of the United States Securities Exchange Act of 1934, as amended; or
 - should resolution 8 not be passed, in the case of ordinary shares, twice the maximum price that would be applicable to an ADS in accordance with the first indent of this sub-resolution d);
- e) the Company may purchase shares using any currency and, for the purpose of applying the limits in c) and d) above, the Directors may use such market rate of exchange as they reasonably consider appropriate;
- f) the authority hereby conferred shall (unless previously renewed or revoked) expire on the date which is 5 years after the date on which this resolution is passed; and

- g) the Company may make a contract or contracts to purchase ordinary shares or ADSs under the authority hereby conferred prior to the expiry of such authority which will or may be executed wholly or partly after the expiry of such authority, and may make a purchase of ordinary shares or ADSs in pursuance of any such contract or contracts as if the authority conferred hereby had not expired.

10. To consider and, if thought fit, to pass the following resolution:

that the Luxfer Holdings PLC Employee Stock Purchase Plan ("Share Plan") be and hereby is approved in the form produced at the AGM and that the directors be and are hereby authorised to adopt the Share Plan and do all other acts and things necessary or desirable to establish and carry the Share Plan into effect.

11. To consider and, if thought fit, to pass the following resolution:

that, for the purposes of section 694 of the Act, the terms of the Repurchase Program Letter of Engagement between the Company and Jefferies LLC (a copy of which is attached to the notice convening this meeting) pursuant to which the Company may make off-market purchases of its ordinary shares (or ADSs representing the same) be and hereby is approved, and that the Company be and hereby is authorised to make one or more off-market purchases (as defined in section 693(2) of the Act) of ordinary shares in the capital of the Company (or of ADSs representing the same) from Jefferies LLC pursuant to such contract, *provided that*:

- a) the maximum number of ordinary shares, or its equivalent in ADSs, which the Company is authorised to purchase hereunder shall be equal to the 693A Purchase Limit, less the number of ordinary shares or ADSs, if any, purchased by the Company pursuant to s.693A of the Act from time to time; and
- b) the authority hereby conferred shall (unless previously renewed or revoked) expire on the date which is 5 years after the date on which this resolution is passed.

BY ORDER OF THE BOARD



Linda F Seddon
Company Secretary

LUXFER HOLDING PLC

Registered Office:
Anchorage Gateway
5 Anchorage Quay
Salford
M50 3XE

1 May 2014

Notes to the Notice of Annual General Meeting

Entitlement to attend and vote

1. To be entitled to attend and vote at the AGM (and also for the purposes of calculating how many votes a member may cast) a member must be registered on the Company's register of members as a holder of ordinary shares as at:

- 10.00 am on Tuesday, 27 May 2014 (UK time); or
- if the AGM is adjourned, at 5.00 pm (UK time) on the day falling two days prior to the adjourned meeting.

If you are a holder of American Depositary Shares you will receive a proxy card for voting purposes directly from the depositary bank, Bank of New York Mellon.

Appointment of proxies

2. If you are a member of the Company at the time set out in note 1 above, you are entitled to appoint a proxy to exercise all or any of your rights to attend, speak and vote at the AGM. A form of proxy will be sent to you by the Company's registrar, **Computershare Investor Services PLC** ("**Registrar**"). You can only appoint a proxy using the procedures set out in these notes and the notes to the Registrar's proxy form.

3. A proxy does not need to be a member of the Company but must attend the AGM to represent you. Details of how to appoint the Chairman of the AGM or another person as your proxy using the proxy form are set out in the notes to the proxy form. If you wish for your proxy to speak on your behalf at the AGM, you will need to appoint your own choice of proxy (not the Chairman) and give your instructions directly to them.

4. You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. To appoint more than one proxy, follow the instructions set out in the Registrar's proxy form.

5. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the AGM.

6. To appoint a proxy, the Registrar's proxy form must be:

- completed and signed;
- sent or delivered to the Registrar at **Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY**; and
- received by the Registrar by no later than **10:00 am on Tuesday, 27 May 2014 (UK time)**.

Any power of attorney or any other authority under which the proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form.

Appointment of proxy by joint members

7. In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).

Changing proxy instructions

8. To change your proxy instructions simply submit a new proxy appointment using the methods set out in note 6 above. Note that the cut-off time for receipt of proxy appointments also applies in relation to amended instructions. Any amended proxy appointment received after the relevant cut-off time will be disregarded. If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.

Termination of proxy appointments

9. In order to revoke a proxy instruction, you will need to inform the Registrar by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to the address set out in note 6. In the case of a member which is a company, the revocation notice must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. The revocation notice must be received by the Registrar by no later than **10.00am on Tuesday, 27 May 2014 (UK time)**.

10. Appointment of a proxy does not preclude you from attending the AGM and voting in person. However, if you have appointed a proxy or multiple proxies and attend the AGM in person, all of your proxy appointments will automatically terminate.

Corporate representatives

11. A corporation which is a member can appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member *provided that* no more than one corporate representative exercises powers over the same share.

Website publication of audit concerns

12. Pursuant to section 527 of the Act, where requested by a member meeting the qualification criteria set out in that section, the Company must publish on its website, a statement setting out any matter that such member proposes to raise at the AGM relating to the audit of the Company's accounts (including the auditor's report and the conduct of the audit) that are to be laid before the AGM. The Company may not require the member making the request to pay any expenses incurred by the Company in complying with the request and must forward the statement to its auditors by no later than the time the statement is made available on the Company's website. The business which may be dealt with at the AGM

includes any statement that the Company has been required under section 527 of the Act to publish on its website.

Documents on display

13. Copies of the following documents will be available for inspection at the Company's registered office from the date of the Notice until the time of the AGM and at the AGM venue itself for at least 15 minutes prior to the AGM until the end of the AGM:

- Service contracts of executive directors of the Company.
- Letters of appointment of the non-executive directors of the Company.
- The Company's annual report and accounts for the year ended 31 December 2013.
- The Company's articles of association.
- The Program Letter.
- The Share Plan.

Voting

14. Voting on all resolutions shall be conducted by way of a poll rather than by a show of hands. On a poll, every member has one vote for every share held.

15. As soon as practicable after the AGM, the results of the voting, including the number of votes cast for and against and the number of votes actively withheld in respect of each resolution will be placed in the investor section of the Company's website – investor.luxfer.com OR www.luxfer.com

16. The holders of deferred shares are not entitled to receive notice of meetings nor are they entitled to attend or vote at general meetings of the Company.

Communication

17. You may not use any electronic address provided in any related documents (including the Chairman's letter and the proxy form) to communicate with the Registrar or the Company for any purposes other than those expressly stated.

**APPENDIX I
PROGRAM LETTER**

LUXFER LETTERHEAD WITH COMPANY ADDRESS

[•] 2014

Dear Sirs,

Re: Luxfer Holdings PLC 10b-18 Repurchase Program Letter of Engagement

We refer to resolution 11 passed at the annual general meeting of Luxfer Holdings PLC (the "**Company**") on 29 May 2014, by which the Company is authorised to effect off-market repurchases of its ordinary shares or American Depositary Shares representing the same (interchangeably, "**Securities**") from Jefferies LLC (the "**Broker**"), in accordance with section 694 of the United Kingdom Companies Act 2006 and subject to certain conditions.

It is agreed that the Broker will purchase Securities on a riskless principal basis, and in a manner intended to qualify for the safe harbour provided by Rule 10b-18 ("**Rule 10b-18**") under the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), for subsequent sale and delivery to the Company under the terms of this letter agreement as follows:

REQUEST

1. From time to time, the Company may provide the Broker with a written request to purchase a certain number of Securities in connection with the Company's Securities repurchase program (each, a "**Request**"). Each Request will indicate the start and end times of the periods during which the Company requests the Broker to make purchases of Securities ("**Repurchase Periods**"), the number of Securities to be purchased, the maximum price or the range of prices relative thereto, and any other appropriate parameters. "**Requested Securities**" means Securities purchased by the Broker in accordance with a Request issued by the Company.
2. The Request may indicate the start and end times of any periods known to the Company in which the Broker must not make purchases of Securities pursuant to this letter agreement, whether by reason of earnings release windows, legal or contractual restrictions, or any other reason. In the event that the Company affirmatively instructs the Broker not to purchase Securities on any day or for any period, the Company agrees that it shall not communicate to the Broker the reason for such instruction.
3. The Request may be supplemented or superseded by one or more further Requests issued by the Company.
4. The Company has authorised the following persons to issue Requests on behalf of the Company to the Broker:

Signature

[•]

[•]

[•]

PURCHASES

5. Upon receipt of a Request the Broker will use its best efforts to purchase the Requested Securities for its own account on any day of the Repurchase Period on which (i) trading in the Securities is generally conducted on the New York Stock Exchange or other market in which the Requested Securities principally trade (the “**Principal Market**”) is open for business, and (ii) trading in the Securities, or in any options or futures contracts or other derivatives relating to the Securities on any securities exchange, trading system or execution facility has not been materially limited, suspended or disrupted, as determined by the Broker. The Broker shall provide the Company with daily written confirmation of actual transactions and/or orders (“**Notification**”) and monthly statements of transactions effected pursuant to this letter agreement.
6. The Broker shall make all purchases pursuant to a Request at the prevailing market price at the moment of such purchase, *provided that* the Broker shall not make any purchase at a price exceeding 5% above the average of the closing prices for a Security (as taken from the New York Stock Exchange) over the five Business Days immediately preceding the date on which such purchase is made or, if less, the maximum purchase price permitted pursuant to Rule 10b-18 of the Exchange Act.
7. Within three (3) Business Days of purchase of the Requested Securities by the Broker:
 - a. the Company shall pay to the Broker;
 - i. the aggregate price paid by the Broker for the Requested Securities;
 - ii. U.S.\$0.02 per Requested Security (representing the Broker’s commission); and
 - iii. the aggregate amount of any customary brokerage fees payable by the Company;
 - b. and the Broker shall:
 - i. transfer the Requested Securities to the Company; and
 - ii. deliver to the Company a duly executed instrument of transfer of the Requested Securities in favour of the Company, together with any share certificates or depositary receipts evidencing the Requested Securities.
8. “**Business Day**” means a day on which banks are open for general banking business in both London and New York, excluding public holidays and Saturdays and Sundays.
9. The Broker also agrees to promptly notify the Company if it makes any purchases of blocks on behalf of the Company or any “affiliated purchaser”

(as defined in Rule 10b-18), pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act.

10. All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this letter agreement and any instrument executed under this letter agreement shall be borne by the Company.

NO AGENCY

11. The Broker and Company each acknowledge and agree that:
 - a. prior to the transfer of the Requested Securities to the Company under paragraph 7.b.i, the Company shall not acquire, nor have any legal or beneficial interest in, any Requested Securities purchased by the Broker;
 - b. nothing in this letter agreement is or shall constitute a party acting as the agent of the other on the Principal Market or any other market, nor shall either party describe itself as an agent or in any way hold itself out as being an agent of the other on the Principal Market or any other market; and
 - c. the Broker shall act as principal in respect of its acquisition of the Requested Securities and shall effect purchases of such Requested Securities in "riskless principal transactions" as defined in Rule 10b-18(a)(12) of the Exchange Act.

RIGHTS TO DIVIDENDS

12. Whenever the Broker transfers Requested Securities to the Company, those Requested Securities shall bear the same rights to dividends as they had at the moment the Broker purchased them, *unless* the Company declares a dividend to which the Broker is entitled in the period between the Broker's purchase of the Requested Securities and its transfer of the Requested Securities to the Company, in which case the Broker will transfer the Requested Securities on a cum-dividend basis.

13. RULE 10B-18 AND OTHER REGULATORY MATTERS

14. Any purchase of Requested Securities by the Broker will be effected on the open market and, taking into account the rules and practices of the Principal Market, the Broker shall use its best efforts to effect any and all purchases of Requested Securities in accordance with the timing, price and volume restrictions contained in subparagraphs (b)(2), (b)(3) and (b)(4) of Rule 10b-18, each as may be amended or suspended from time to time.
15. The Company understands and agrees that it, and not the Broker, is responsible for ensuring that a Request does not result in a purchase of Securities in excess of the maximum number of securities that may be purchased on any one day in accordance with the volume condition set forth in Rule 10b-18 (the "**Daily Limit**"). On any day on which the Broker is authorized to purchase Requested Securities, neither the Company nor any "affiliated purchaser" of the Company (as such term is defined in Rule 10b-18) shall purchase, offer to purchase, or bid for any Securities or any

securities convertible into or exchangeable for, or whose value is linked to, the Securities, except through the Broker pursuant to this letter agreement.

16. In the event that the Broker determines that it is appropriate with regard to any legal, regulatory or self-regulatory requirements or related internal policies and procedures for the Broker to refrain from purchasing Requested Securities or to purchase fewer than the requested number of Requested Securities specified in any Request, then the Broker may decline the Request. Without limiting the generality of the foregoing, if the number of Requested Securities to be purchased on any day exceeds the Daily Limit for such day, such Request shall be deemed to be reduced to such Daily Limit.

MUTUAL REPRESENTATIONS AND WARRANTIES

17. Each of the parties to this letter agreement represents and warrants to the other that:
 - a. it has the corporate power to enter into and perform its obligations under this letter agreement and to carry out the transactions contemplated by it in accordance with the terms of this letter agreement;
 - b. it has taken all necessary corporate action to authorise the entry into and performance by it of this letter agreement and to carry out the transactions by it in accordance with the its terms;
 - c. this letter agreement is its valid and binding obligation in accordance with its terms; and
 - d. neither the execution and performance by it of this letter agreement nor any transaction contemplated under this letter agreement will violate in any respect any provision of (i) any treaty, law or judgment binding on it; (ii) its constitutional documents; and/or (iii) any other document, agreement or other arrangement binding upon it or its assets.
18. Each of the representations and warranties in paragraph is given as at the date of this letter agreement and as at the time immediately before any (i) purchase of Requested Securities by the Broker and (ii) transfer of Requested Securities to the Company by the Broker.

COMPANY'S REPRESENTATIONS AND WARRANTIES

19. The Company represents and warrants to the Broker that it publicly disclosed on [●] 2014 its intention to institute a program for the acquisition of Securities.
20. Each time it issues the Broker with a Request, the Company shall represent and warrant to the Broker that it is not aware of any material non-public information regarding the Company or the Securities.

BROKER'S REPRESENTATIONS AND WARRANTIES

21. The Broker shall, at the moment immediately before the transfer of the Requested Securities to the Company, represent and warrant to the Company that it:
- a. holds legal and beneficial title to the Requested Securities insofar as such title was transferred to the Broker upon its purchase of the Requested Securities;
 - b. has full power and authority to transfer the Requested Securities to the Company; and
 - c. has not created any mortgage, pledge, lien, charge, assignment, option, title retention, preferential right or trust arrangement or any other security arrangement of whatsoever kind over or in respect of the Requested Securities.

TERMINATION

22. Either party to this letter agreement may suspend or terminate the Broker's appointment in connection with the Company's Securities repurchase program at any time for any reason by written notice to the other party.
23. If not terminated before, this letter agreement will terminate on 29 May 2019.

FURTHER ASSURANCE

24. The Broker, on being requested in writing by the Company to do so, shall, at the Company's expense, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this letter agreement.

NOTICES

25. All Notifications, Requests and any other communications or notices concerning this letter agreement (together, "**Communications**") shall be effective upon receipt.
26. All Communications to the Company shall be delivered to the Company by telephone at [+44 ●] (unless the Communication is required by this letter agreement to be in writing), by facsimile at [+44 ●], or by registered mail to the following address:
- Linda F. Seddon
Luxfer Holdings PLC
Anchorage Gateway
5 Anchorage Quay
Salford M50 3XE
United Kingdom
27. All Communications to the Broker shall be delivered to the Broker by telephone at [+1 ●] (unless the Communication is required by this letter agreement to be in writing), by facsimile at [+1 ●], or by registered mail to the following address:

[John Haynor]
Jefferies LLC
520 Madison Avenue
New York, NY 10022
United States of America

NO ASSIGNMENT

28. The rights and obligations of each party to this letter agreement cannot be assigned, transferred, encumbered or otherwise dealt with by one party without the prior consent of the other party. Any such transaction purported to be effected without such consent shall be null and void.

CONFIDENTIALITY

29. The Broker shall not without prior written authorization of the Company, release, publish or otherwise disseminate any information in connection with purchases of Securities under this letter agreement other than pursuant to its trade reporting obligations or as required by law.

Nothing herein shall preclude the Broker from purchasing Securities for its own account or the solicitation or execution of purchase or sale orders of the Securities for the accounts of the Broker's other clients.

This letter agreement and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, the laws of the State of New York.

Please indicate your understanding of, and agreement to, the foregoing by executing and returning a counterpart hereof.

Yours faithfully,
LUXFER HOLDINGS PLC

By: _____
Name: [●]
Title: [●]
Dated: [●] 2014

Acknowledged and agreed,
JEFFERIES LLC

By: _____
Name: [●]
Title: [●]
Dated: [●] 2014

APPENDIX II

SUMMARY OF PROVISIONS OF THE SHARE PLAN

Share Plan Terms

The purpose of the Share Plan is to provide eligible employees of the Company's subsidiaries designated by the administrator of the Share Plan with an opportunity to purchase ADSs at a 15% discount from market value through payroll deductions, subject to limits set by the Internal Revenue Code and the Share Plan. Sales of ADSs under the Share Plan are made pursuant to offerings that are intended to satisfy the requirements of Section 423 of the Internal Revenue Code of 1986, as amended. A total of 250,000 ADSs will be reserved for issuance under the Share Plan.

The following is a summary of material terms of the Share Plan. This summary does not purport to be a complete description of all of the provisions of the Share Plan, and is qualified in its entirety by reference to the full text of the Share Plan. A copy of the Share Plan is attached to this Notice at Appendix III.

Administration

The Share Plan is administered by the Board of Directors of the Company or any committee designated by the Board of Directors (the "Administrator"). The Administrator has the authority to interpret the Share Plan and to apply the terms of the Share Plan in its absolute discretion, and its decisions are final and binding.

Eligibility; Price of Shares

Each regular full-time and part-time employee of the Company's subsidiaries in the United States designated by the Administrator who has been employed by the subsidiary for at least six months and who customarily works more than 20 hours per week and more than five months per calendar year is eligible to participate in the Share Plan. As of May 1, 2014, 585 employees were eligible to participate in the Share Plan.

Under the Share Plan, each calendar year is divided into two six-month "offering periods" commencing on June 23 and December 23. At the end of each offering period, the Company will apply the amount contributed by the participant during that period to purchase ADSs for him or her. The purchase price will be equal to 85% of the lower of (a) the market price of ADSs on the first day of the applicable offering period or (b) the market price of the ADSs on the last day of the applicable offering period.

Participation; Payroll Deductions; Purchase of ADSs

Eligible employees become participants in the Share Plan by executing and submitting a subscription agreement authorizing payroll deductions at least 10 business days before the first day of the applicable offering period. Payroll deductions commence with the first paycheck issued during the offering period and are deducted from subsequent paychecks throughout the offering period unless terminated as provided in the Share Plan. Participants may decrease or increase payroll deductions by submitting an updated subscription agreement authorizing a change in payroll deduction rate. No interest is paid on amounts deducted from payroll pursuant to the Share Plan. The amounts credited to the participant's account are applied to purchase ADSs as of the last day of the offering period.

Special Limitations

The Share Plan imposes certain limitations upon a participant's right to acquire ADSs, including the following limitations:

- No employee is eligible to purchase any ADSs under the Share Plan if, immediately after electing to participate, the employee would own shares of the Company (including shares such employee may purchase under outstanding options) representing 5% or more of the total combined voting power or value of all classes of stock of our company.
- No employee is permitted to continue to participate under the Share Plan and all similar plans of our Company or its subsidiaries, if his or her right to purchase stock would accrue at a rate exceeding \$25,000 of the fair market value of such stock (determined at the time the right is granted) per calendar year in which the purchase right is outstanding.
- No participant may purchase more than 1,500 ADSs in any one offering period.

Withdrawal from the Share Plan; Termination of Employment

Participants may withdraw from the Share Plan by submitting written notice to the Company in such form and manner as determined by the Administrator. All payroll deductions credited to his or her account and not yet used to purchase ADSs will be paid to a participant as soon as reasonably practicable after receipt of notice. A participant who has withdrawn from the Share Plan cannot be a participant in future offering periods unless he or she delivers to the Company a new subscription agreement pursuant to the Share Plan.

Termination of a participant's status as an eligible employee is treated as an automatic withdrawal from the Share Plan. A participant may designate in writing a beneficiary who is to receive ADSs and cash in the event of the participant's death.

Transferability

No participant is permitted to assign, transfer, pledge, or otherwise dispose of in any way either the payroll deductions credited to his or her account or any rights with regard to the exercise of an option or to receive ADSs under the Plan other than by will or the laws of descent and distribution. Any such attempt at assignment, transfer, pledge or other disposition will have no effect, and may be treated as a withdrawal.

Amendment and Termination

The Share Plan may be amended or terminated by the Administrator at any time and for any reason, subject to shareholder approval to the extent required by applicable laws.

Effect of Certain Corporate Events

In the event of an increase or decrease in the number of outstanding shares of the Company resulting from any dividend or other distribution (other than an ordinary cash dividend), stock split, reverse stock split, combination or reclassification of shares or any other change in the number of such shares effected without the receipt of consideration by the Company, the Administrator will make proportionate adjustments in the number and purchase price of ADSs and individual purchase limitations under the Share Plan, as appropriate. If the Share Plan is not assumed upon a merger or an asset sale, the offering period then in progress shall terminate and ADSs shall be purchased prior to the transaction.

Federal Income Tax Aspects of the Share Plan

The following brief summary of the effect of U.S. federal income taxation upon the participant and the Company with respect to the ADSs purchased under the Share Plan does not purport to be complete, and does not discuss the tax consequences of a participant's death or the income tax laws of any state or non-U.S. jurisdiction in which the participant may reside. Employees should consult their own tax advisors since a taxpayer's particular situation may be such that some variation of the rules described below will apply.

The Share Plan, and the right of participants to make purchases thereunder, is intended to qualify under the provisions of Sections 423 of the Internal Revenue Code of 1986, as amended. Under these provisions, no income will be taxable to a participant until the ADSs purchased under the Share Plan are sold or otherwise disposed of. Upon sale or other disposition of the ADSs, the participant generally will be subject to tax in an amount that depends upon the holding period. If the ADSs are sold or otherwise disposed of more than 2 years from the first day of the applicable offering and 1 year from the applicable date of purchase, the participant will recognize ordinary income measured as the lesser of (a) the excess of the fair market value of the ADSs at the time of such sale or disposition over the purchase price or (b) the excess of the fair market value of an ADS on the offering date that the right was granted over the purchase price for the right. Any additional gain will be treated as long-term capital gain. If the ADSs are sold or otherwise disposed of before the expiration of either of these holdings periods, the participant will recognize ordinary income generally measured as the excess of the fair market value of ADSs on the date the ADSs are purchased over the purchase price. Any additional gain or loss on such sale or disposition will be long-term or short-term capital gain or loss, depending on how long the ADSs have been held from the date of purchase. The Company generally is not entitled to a deduction of or amounts taxed as ordinary income or capital gain to a participant except to the extent of ordinary income recognized by participants upon a sale or disposition of ADSs prior to the expiration of the holding periods described above.

New plan benefits

The amounts of future purchases under the Share Plan are not determinable because participation is voluntary, participation levels depend on each participant's elections and the restrictions of Section 423 of the Internal Revenue Code and the Share Plan, and the per-ADS purchase price depends on the future value of the Company shares.

**APPENDIX III
SHARE PLAN**

LUXFER HOLDINGS PLC
EMPLOYEE STOCK PURCHASE PLAN

(As adopted by the Board of Directors on March 27, 2014)

1. **Purpose.** The purpose of the Plan is to provide Eligible Employees of the Subsidiaries of the Company with an opportunity to purchase Shares of the Company (evidenced by American Depositary Receipts) through accumulated payroll deductions. It is the intention of the Company to have the Plan qualify as an “employee stock purchase plan” under Section 423 of the Code. The provisions of the Plan, accordingly, shall be construed in a manner consistent with the requirements of Section 423 of the Code.

2. **Definitions.**

(a) **“American Depositary Shares”** shall mean American Depositary Shares, each representing one half of an Ordinary Share. The American Depositary Shares are evidenced by American Depositary Receipts issued pursuant to the Deposit Agreement, dated as of October 3, 2012 between the Company and The Bank of New York Mellon, as it may be amended from time to time.

(b) **“Administrator”** shall mean the Board or any committee of the Board designated by the Board to administer the Plan.

(c) **“Board”** shall mean the Board of Directors of the Company.

(d) **“Code”** shall mean the Internal Revenue Code of 1986, as amended.

(e) **“Company”** shall mean Luxfer Holdings PLC, incorporated in England and Wales, and any successor thereto.

(f) **“Compensation”** shall mean an Eligible Employee’s regular salary as determined in accordance with the Company’s payroll records, excluding any bonuses, commissions, taxable or non-taxable fringe benefits, car or other allowances, and any other forms of compensation.

(g) **“Designated Subsidiary”** shall mean any Subsidiary selected by the Administrator as eligible to participate in any Offering(s) under the Plan.

(h) **“Eligible Employee”**, in respect of any Offering, shall mean any individual (1) who is an employee (for tax purposes) of a Designated Subsidiary prior to the date of the commencement of the Offering Period, (2) who has been employed by such Designated Subsidiary for at least six (6) months since his or her last hire date (or such lesser period of time as may be determined for any Offering by the Administrator in its discretion) prior to the date of the commencement of the Offering Period, (3) who customarily works more than twenty (20) hours per week (or such lesser period of time as may be determined for any Offering by the Administrator in its discretion), and (4) who customarily works more than five (5) months per calendar year (or such lesser period of time as may be determined for any Offering by the Administrator in its discretion); provided that employees who are citizens or residents of a non-

U.S. jurisdiction (without regard to whether they also are citizens or residents of the United States or resident aliens (within the meaning of Section 7701(b)(1)(A) of the Code)) may be excluded from participation in the Plan or an Offering if the participation of such employees is prohibited under the laws of the applicable jurisdiction or if complying with the laws of the applicable jurisdiction would cause the Plan or an Offering to violate Section 423 of the Code. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other approved leave of absence; provided that where the period of leave exceeds 90 days and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship shall be deemed to have terminated on the 91st day of such leave.

(i) **“Exercise Date”** shall mean the last day of each Offering Period.

(j) **“Fair Market Value”** shall mean, as of any date, the value of a Share determined as follows:

(i) If the Shares are listed on any established stock exchange or a national market system, including without limitation the New York Stock Exchange, the Fair Market Value shall be the closing sales price for such Share (or the closing bid, if no sales were reported) as quoted on such exchange or system on the date of determination;

(ii) If the Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value shall be the mean of the closing bid and asked prices for the Shares on the date of determination, as reported in The Wall Street Journal or such other source as the Board deems reliable; or

(iii) In the absence of an established market for the Shares, the Fair Market Value thereof shall be determined in good faith by the Board.

The Fair Market Value of Shares as of any such date on which the applicable exchange or inter-dealer quotation system through which trading in the Shares regularly occurs is closed shall be the Fair Market Value determined pursuant to this Section 2(j) as of the immediately preceding date on which the Shares are traded, a bid and ask price is reported or a trading price is reported by any member of FINRA selected by the Administrator.

(k) **“Grant Date”** shall mean the first day of each Offering Period.

(l) **“Offering”** means an offer under the Plan of an option that may be exercised during an Offering Period as further described in Section 5. For purposes of the Plan, the Administrator may designate separate Offerings under the Plan (the terms of which need not be identical) and may select one or more Subsidiaries to be eligible to participate therein, even if the dates of the applicable Offering Periods of each such Offering are identical and the provisions of the Plan will separately apply to each Offering. To the extent permitted by U.S. Treasury Regulation Section 1.423-2(a)(1), the terms of each Offering need not be identical provided that the terms of the Plan and an Offering together satisfy U.S. Treasury Regulation Section 1.423-2(a)(2) and (a)(3).

(m) “**Offering Periods**” shall mean consecutive six (6) month periods commencing on or about June 1 and December 1 of each calendar year beginning in calendar year 2014. The date of the initial Offering Period under the Plan and the duration and timing of Offering Periods may be changed pursuant to Section 5 of this Plan.

(n) “**Ordinary Shares**” means ordinary shares of the Company, nominal value £1 per share.

(o) “**Parent**” shall mean a “parent corporation” as defined in Section 424(e) of the Code.

(p) “**Plan**” shall mean this Luxfer Holdings PLC Employee Stock Purchase Plan, as it may be amended from time to time.

(q) “**Purchase Price**” shall mean an amount equal to eighty-five percent (85%) of the Fair Market Value of a Share on either the Grant Date or the Exercise Date, whichever is less; provided however, that the Purchase Price may be adjusted by the Administrator pursuant to Section 20.

(r) “**Share**” shall mean an American Depositary Share.

(s) “**Subsidiary**” shall mean a “subsidiary corporation” of the Company, whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. **Administration.**

(a) **Authority.** The Administrator acting in its absolute discretion shall have the power to interpret this Plan and to take, or authorize one or more of its members or one or more of the Company’s officers to take, such actions in the administration and operation of this Plan as are expressly called for in the Plan or as the Administrator deems equitable under the circumstances, which actions shall to the fullest extent permitted by law be final and binding on all parties.

(b) **Custodians.** The Administrator may from time to time appoint one or more custodians (each, a “**Custodian**”) for the Plan to (i) hold all Shares purchased under the Plan, (ii) maintain a separate account in the name of each participant (such participant’s “**Account**”), to which payroll deductions made for such participant pursuant to Section 7 hereof and Shares purchased on such participant’s behalf pursuant to the Plan shall be credited, (iii) provide participants, at least annually, with statements of their respective Accounts and (iv) perform such other functions as the Administrator shall specify.

(c) **No Liability.** To the extent permitted by applicable law, (i) no member of the Administrator shall be liable for any action, omission, or determination relating to the Plan, and (ii) the Company shall indemnify and hold harmless each member of the Administrator and each other director or employee of the Company to whom any duty or power relating to the administration or interpretation of the Plan has been delegated against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim with the

approval of the Administrator) arising out of any action, omission or determination relating to the Plan.

4. **Eligibility.**

(a) **Eligibility.** Any Eligible Employee on a given Grant Date shall be eligible to participate in the Plan.

(b) **Limitations.** Any provisions of the Plan to the contrary notwithstanding, no Eligible Employee shall be granted an option under the Plan (i) to the extent that, immediately after the grant, such Eligible Employee (or any other person whose Shares would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own Shares and/or hold outstanding options to purchase Shares possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or of any Subsidiary, or (ii) to the extent that his or her rights to purchase stock under the Plan and any other plans of the Company and its Subsidiaries which constitute “employee stock purchase plans” within the meaning of Section 423 of the Code would accrue at a rate which exceeds twenty-five thousand dollars (\$25,000) worth of Shares (or, if Section 423(b)(8) of the Code is hereafter amended, such other maximum dollar value as may be specified therein), determined at the Fair Market Value of the Shares on the date the option to purchase such Shares is granted, for each calendar year in which such option is outstanding at any time.

5. **Offering Periods.** The Board shall have the power to change the date of the initial Offering Period under the Plan, the duration of Offering Periods and the commencement dates thereof with respect to future offerings without shareholder approval if such change is announced prior to the scheduled beginning of the first Offering Period to be affected thereafter.

6. **Participation.**

(a) **Initial Offering Period.** An Eligible Employee may become a participant in the Plan by completing and submitting a subscription agreement no later than ten (10) business days (or such other number of days as determined by the Administrator) prior to the commencement of the applicable Offering Period in such form and manner as the Administrator may prescribe including through an electronic or other enrollment procedure (a “Subscription Agreement”) authorizing payroll deductions as provided in Section 7.

(b) **Subsequent Offering Periods.** Each Subscription Agreement completed and submitted by a participant pursuant to Section 6(a) or 7(c) hereof shall remain in effect for successive Offering Periods, and payroll deductions authorized thereby shall continue to be made, until either (i) the participant duly completes and submits a new Subscription Agreement, (ii) the participant ceases to be an Eligible Employee or (iii) the participant’s participation is terminated as provided in Section 12 or 13 hereof.

7. **Payroll Deductions.**

(a) Subject to the provisions of this Section 7, in his or her Subscription Agreement, each participant shall elect to have payroll deductions made on each pay day during the Offering Period in an amount, designated in whole percentages, not exceeding fifteen percent

(15%) of the Compensation which he or she receives on each such pay day; provided, however, that should a pay day occur on or within ten (10) business days prior to an Exercise Date, no payroll deduction will be made in respect of such Exercise Date unless the Company elects to process the election more quickly.

(b) All payroll deductions made for a participant shall be credited to his or her Account under the Plan. No interest shall accrue on the payroll deductions of a participant in the Plan. A participant may not make or arrange to be made any additional payments into his or her Account.

(c) A participant may discontinue his or her participation in the Plan as provided in Section 12 hereof, or may increase or decrease the rate of his or her payroll deductions during the Offering Period by completing or filing with the Company a new Subscription Agreement authorizing a change in payroll deduction rate. The Administrator may, in its discretion, limit the nature and/or number of participation rate changes during any Offering Period. The change in rate shall be effective with the first full payroll period following ten (10) business days after the Company's receipt of the new Subscription Agreement unless the Company elects to process a given change in participation more quickly.

(d) Notwithstanding the foregoing, (i) the amount deducted from any participant's Compensation in any calendar year shall not exceed the amount equal to eighty five percent (85%) of the maximum dollar value of Shares which the participant is permitted to purchase in such calendar year under Section 423 of the Code and (ii) to the extent necessary to comply with Section 423(b)(8) of the Code and Section 4(b) hereof and this Section 7(d), a participant's payroll deductions may be decreased to zero dollars (\$0.00) at any time during an Offering Period. Payroll deductions shall recommence at the rate provided in such participant's Subscription Agreement at the beginning of the first Offering Period with respect to which the Company determines that a decrease of payroll deductions pursuant to Section 7(d)(ii) is no longer required, unless terminated by the participant as provided in Section 12 hereof.

(e) At the time the option is exercised, in whole or in part, or at the time some or all of the Shares issued under the Plan is disposed of, the participant must make adequate provision for the Company's federal, state, or other tax withholding obligations, if any, which arise upon the exercise of the option, the disposition of the Shares or otherwise. At any time, the Company may, but shall not be obligated to, withhold from the participant's Compensation the amount necessary for the Company to meet applicable withholding obligations.

8. Grant of Option.

(a) On the Grant Date of an Offering Period, each Eligible Employee participating in such Offering shall be granted an option to purchase on such Exercise Date up to a number of Shares determined by dividing such participant's payroll deductions accumulated prior to such Exercise Date and retained in the participant's Account as of the Exercise Date by the applicable Purchase Price. Notwithstanding the foregoing, the maximum number of Shares that may be purchased pursuant to any option in respect of any Offering shall be the lower of (i) one thousand five hundred (1500) Shares and (ii) the number permitted under Section 4(b) hereof and Section 423 of the Code. The Administrator may, for future Offerings, increase or decrease,

in its absolute discretion, the maximum number of the Shares an Eligible Employee may purchase during each Offering. Exercise of the option shall occur as provided in Section 9 hereof, unless the participant has withdrawn or been deemed to withdraw pursuant to Section 12 hereof.

9. **Exercise of Option.**

(a) Unless a participant withdraws (or is deemed to withdraw) from the Plan as provided in Section 12 hereof, his or her option for the purchase of Shares shall be exercised automatically on the Exercise Date, and the maximum number of full Shares subject to the option shall be purchased for such participant at the applicable Purchase Price with the accumulated payroll deductions in his or her Account. No fractional Shares shall be purchased. Any payroll deductions accumulated in a participant's Account which are not sufficient to purchase a full Share shall be retained in the participant's Account for the subsequent Offering Period, subject to earlier withdrawal (or deemed withdrawal) by the participant as provided in Section 12 hereof. Any other funds left over in a participant's Account after the Exercise Date shall be returned to the participant. During a participant's lifetime, a participant's option to purchase Shares hereunder is exercisable only by him or her.

(b) If the Administrator determines that, on a given Exercise Date, the number of Shares with respect to which options are to be exercised may exceed the number of Shares available for sale under the Plan on such Exercise Date, the Administrator may in its sole discretion provide that the Company shall make a pro rata allocation of the Shares available for purchase on such Exercise Date in as uniform a manner as shall be practicable and as it shall determine in its sole discretion to be equitable among all participants exercising options to purchase Shares on such Exercise Date and the unexercised portion of any such options shall expire.

10. **Delivery.** As soon as reasonably practicable after each Exercise Date on which a purchase of Shares occurs, the Company shall arrange the delivery to each participant of the Shares purchased upon exercise of his or her option by crediting such Shares to the participant's Account or otherwise in such form and manner as may be determined by the Administrator.

11. **Rights as a Stockholder.**

(a) **Rights Prior to Purchase.** Prior to the Exercise Date on which Shares are purchased on behalf of a participant under the Plan, such participant shall not have any rights as a shareholder of the Company with respect to such Shares.

(b) **Rights After Purchase.**

(i) From and after the Exercise Date on which Shares are purchased on behalf of a participant under the Plan, such participant (or, in the case of the participant's death, the person(s) entitled thereto under Section 15) shall have all of the rights and privileges of a shareholder of the Company with respect to such Shares. Subject to Section 13(b), Shares will remain in the participant's Account until such time as the participant (or, in the case of the participant's death, the person(s) entitled to do so under Section 15) directs the sale of such Shares in accordance with Section 11(b)(ii); provided however that any ordinary cash dividends

paid with respect to Shares held in a participant's Account may, at the option of the Administrator, be invested automatically in full and fractional Shares purchased at 100% of Fair Market Value on the date such dividend is paid.

(ii) Subject to the Company's policies then in effect (including without limitation its policies regarding insider trading and trading windows then in effect) and any applicable law, a participant (or, in the case of the participant's death, the person(s) entitled thereto under Section 16) shall be entitled, upon the payment of a customary brokerage fee, to direct the Custodian to sell all or any portion of the Shares then held in his or her Account. Any Shares purchased pursuant to Section 9 shall be sold in the order in which they were purchased on such participant's behalf under the Plan.

12. **Withdrawal.**

(a) A participant may withdraw all but not less than all of the payroll deductions credited to his or her Account and not yet used to exercise his or her option under the Plan at any time by giving written notice to the Company in such form and manner as the Administrator may prescribe, provided notice must be given no later than ten (10) business days prior to the Exercise Date or such payroll deductions will be used to purchase shares on the Exercise Date in the ordinary course. All of the participant's payroll deductions credited to his or her Account shall be paid to such participant as soon as reasonably practicable after receipt of notice of withdrawal and such participant's option for the Offering Period shall be automatically terminated, and no further payroll deductions for the purchase of Shares shall be made for such Offering Period. Any Shares held in the participant's Account as of the date of his or her withdrawal shall remain in his or her Account in accordance with Section 11 hereof. If a participant withdraws from an Offering Period, payroll deductions shall not resume at the beginning of any succeeding Offering Period unless the participant delivers to the Company a new Subscription Agreement.

(b) A participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan which may hereafter be adopted by the Company or in succeeding Offering Periods which commence after the termination of the Offering Period from which the participant withdraws.

13. **Termination of Employment.**

(a) Upon termination of a participant's employment for any reason, such participant shall be deemed to have elected to withdraw from the Plan and the provisions of Section 12(a) hereof shall apply.

(b) Within 90 days of termination of a participant's employment for any reason (other than due to a participant's death), the participant shall withdraw all Shares held in the participant's Account. Upon expiration of the 90-day period following such termination, the Custodian shall have the right to sell all Shares remaining in the participant's Account in the open market and will distribute the proceeds to the participant upon such a sale.

(c) In the case of termination due to a participant's death, the distribution described in Section 12(a) shall be made to the person(s) entitled thereto under Section 15.

(d) For purposes of this Section 13, an employee will not be deemed to have terminated employment or failed to remain in the continuous employ of a Designated Subsidiary in the case of sick leave, military leave, or any other approved leave of absence; provided that such leave is for a period of not more than ninety (90) days or reemployment upon the expiration of such leave is guaranteed by contract or statute.

14. **Shares Reserved for Plan.** Subject to adjustment upon changes in capitalization of the Company as provided in Section 19 hereof, the maximum number of Shares which shall be made available for sale under the Plan shall be 250,000 Shares. Shares may be purchased pursuant to the Plan on the open market or from the Company.

15. **Designation of Beneficiary.**

(a) A participant may file, in such form and manner as the Administrator may designate from time to time, a written designation of a beneficiary who is to receive any Shares and cash, if any, from the participant's Account under the Plan in the event of such participant's death subsequent to an Exercise Date on which the option is exercised but prior to delivery to such participant of such Shares and cash. In addition, a participant may file a written designation of a beneficiary who is to receive any cash from the participant's Account under the Plan in the event of such participant's death prior to exercise of the option. If a participant is married and the designated beneficiary is not the spouse, spousal consent shall be required for such designation to be effective.

(b) Such designation of beneficiary may be changed by the participant at any time by written notice. In the event of the death of a participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Company shall deliver such Shares and/or cash to the executor or administrator of the estate of the participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such shares and/or cash to the spouse or to any one or more dependents or relatives of the participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Administrator may designate.

16. **Transferability.** Neither payroll deductions credited to a participant's Account nor any rights with regard to the exercise of an option or to receive Shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 15 hereof) by the participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 12 hereof.

17. **Use of Funds.** Each participant shall be a general unsecured creditor of the Company with respect to any amounts deducted from such participant's Compensation under the Plan during the period prior to the Exercise Date on which such amounts are applied to the purchase of Shares for the participant. The Company shall not be obligated to segregate from other assets of the Company any funds accumulated through payroll deductions made for participants under the Plan, and may use such funds for any corporate purpose.

18. **Reports.** Statements of Accounts shall be given to participating Eligible Employees at least annually, which statements shall set forth the amounts of payroll deductions, the Purchase Price, the number of Shares purchased and the remaining cash balance, if any.

19. **Adjustments Upon Changes in Capitalization, Dissolution, Liquidation, Merger or Change of Control.**

(a) **Changes in Capitalization.** Subject to any required action by the shareholders of the Company, the maximum number of Shares which shall be made available for sale under the Plan (pursuant to Section 14), the maximum number of Shares each participant may purchase in each Offering Period (pursuant to Section 8), as well as the price per Share and the number of Shares covered by each option under the Plan which has not yet been exercised shall be proportionately adjusted for any increase or decrease in the number of issued Ordinary Shares resulting from any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property other than an ordinary cash dividend), stock split, reverse stock split, stock dividend, combination or reclassification of the Ordinary Shares, any other change in the number of Ordinary Shares effected without receipt of consideration by the Company or any change in the number of Ordinary Shares represented by a Share; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” Such adjustment shall be made by the Administrator, in its sole discretion, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an option.

(b) **Dissolution or Liquidation.** In the event of the proposed dissolution or liquidation of the Company, the Offering Period then in progress shall be shortened by setting a new Exercise Date (the “New Exercise Date”), and shall terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Administrator. The New Exercise Date shall be before the date of the Company’s proposed dissolution or liquidation. The Administrator shall notify each participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for the participant’s option has been changed to the New Exercise Date and that the participant’s option shall be exercised automatically on the New Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 12 hereof.

(c) **Merger or Asset Sale.** In the event of a proposed sale of all or substantially all assets of the Company, or the proposed merger of the Company with or into another corporation, arrangements shall be made for each outstanding option to be assumed or an equivalent option substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, unless provided otherwise by the Administrator, the Offering Period then in progress shall be shortened by setting a New Exercise Date. The New Exercise Date shall be before the date of the Company’s proposed merger or asset sale. The Administrator shall notify each participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for such Offering Period has been changed to the New Exercise Date and that

the participant's option shall be exercised automatically on the New Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 12 hereof.

20. **Amendment or Termination.**

(a) The Administrator may at any time and for any reason terminate or amend the Plan. Except as otherwise provided in the Plan, no such termination can affect options previously granted, provided that an Offering Period may be terminated by the Administrator on any Exercise Date if the Administrator determines that the termination of the Offering Period or the Plan is in the best interests of the Company and its shareholders. Except as provided in Section 19 and this Section 20 hereof, no amendment may make any change in any option theretofore granted which adversely affects the rights of any participant. To the extent necessary to comply with Section 423 of the Code (or any successor rule or provision or any other applicable law, regulation or stock exchange rule), the Company shall seek to obtain shareholder approval in such a manner and to such a degree as required. In the event the Plan is not approved by the shareholders of the Company within 12 months following its adoption by the Board, on the first anniversary of such adoption date, the Plan shall terminate and each Participant shall be treated as though he or she withdrew from the Plan in accordance with Section 12 hereof on such date.

(b) Without shareholder consent and without regard to whether any participant rights may be considered to have been "adversely affected," the Administrator shall be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Shares for each participant properly correspond with amounts withheld from the participant's Compensation, and establish such other limitations or procedures as the Administrator determines in its sole discretion advisable which are consistent with the Plan.

(c) In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequence including, but not limited to shortening any Offering Period so that Offering Period ends on a new Exercise Date, including an Offering Period underway at the time of such action. Such modifications or amendments shall not require shareholder approval or the consent of any Plan participants.

21. **Notices.** All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form and manner specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

22. **Conditions Upon Issuance of Shares.** Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such Shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the Shares may then be listed, and, if required by the Company, shall be further subject to the approval of counsel for the Company with respect to such compliance. As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that (i) the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares and/or (ii) any disposition of such shares will be made in accordance with the Company's policies then in effect (including without limitation its policies regarding insider trading and trading windows then in effect) and applicable law if, in the opinion of counsel for the Company, such representations are required by any of the aforementioned applicable provisions of law.

23. **No Rights to Continued Employment.** Neither this Plan nor the grant of any option hereunder shall confer any right on any Eligible Employee to remain in the employ of the Company or any Designated Subsidiary, or restrict the right of the Company or any Designated Subsidiary to terminate such Eligible Employee's employment.

24. **Equal Rights and Privileges.** All Eligible Employees participating in an Offering Period under this Plan shall have equal rights and privileges with respect to such Offering Period so that this Plan qualifies as an "employee stock purchase plan" within the meaning of Section 423 or any successor provision of the Code and the related regulations. Any provision of this Plan which is inconsistent with Section 423 or any successor provision of the Code shall, without further act or amendment by the Company or the Administrator, be reformed to comply with the requirements of Section 423. This Section 24 shall take precedence over all other provisions in this Plan.

25. **Term of Plan.** The Plan shall become effective upon the earlier to occur of its adoption by the Board or its approval by the shareholders of the Company. It shall continue in effect until terminated under Section 20 hereof.

26. **Risk of Participants.** Each participant assumes all risks associated with any decrease in the value of any securities in the participant's Account and agrees that his or her Account will be the sole source of payments under the Plan and that the Company will not be responsible for the payment of any benefits under the Plan. The establishment and operation of this Plan by the Company does not constitute a recommendation that any person purchase Shares or any other securities. The Shares available for purchase under the Plan may or may not be a suitable investment for Eligible Employees, and each Eligible Employee should therefore make an independent investigation into the merits of each investment. Each participant, by becoming a participant, agrees that the participant is in no way relying on the Company or the Custodian for information or advice concerning the participant's investment decisions and that the Company and the Custodian are under no obligation to inform the participant of any information which the Company or the Custodian may possess at any time which is or may be material to the investment decision of the participant.

27. **Tax Effects.** Each participant, by completing a Subscription Agreement, acknowledges that the participant is not relying on advice by any person associated with the Company that favorable tax effects will result from participation in the Plan and that the participant has been given sufficient opportunity to consult with the participant's own tax advisors concerning participation in the Plan.

28. **Applicable Law.** To the extent not governed by federal law, the Plan shall be construed in accordance with and governed by the laws of the State of Delaware.