

Rules of the Wynnstay Group Approved
Company SAYE Share Option Scheme
AGM 21 March 2023

RULES OF THE WYNNSTAY GROUP PLC SAYE SHARE OPTION SCHEME

1. DEFINITIONS

1.1 In these rules the following words and expressions shall have the following meanings:-

Adoption Date	the date on which the scheme is adopted by the Company at the annual general meeting.
Announcement Date	the date on which the annual or half-yearly results of the Company are announced.
Appropriate Period	the meaning given in Paragraph 37 Schedule 3
Approval Date	means the date on which the Company receives notice that the Scheme has been approved by HMRC pursuant to Schedule 3.
Associated Company	the meaning given in Paragraph 47 Schedule 3
Auditors	the auditors for the time being of the Company (acting as experts and not as arbitrators).
Board	the board of directors of the Company or, except in Rule 10.4, a duly constituted committee thereof.
Bonus Date	either i. where pursuant to Rules 2 and 3 the repayment under the Savings Contract is taken as including the maximum bonus, the earliest date on which the maximum bonus is payable, or ii. the earliest date on which a bonus is payable - under a three-year Savings Contract, following 36 monthly payments - under a five-year Savings Contract, following 60 monthly payments.
Company	means Wynnstay Group plc (registered in England & Wales No. 2704051).
Constituent Company	the Company and any other company of which the Company has control and which has been nominated by the Board to be a Constituent Company.
Control	has the same meaning as in Section 719 of ITEPA 2003.
Date of Grant	the date on which the option is granted in accordance with Rule 4.
Eligible Employee	any employee of any Constituent Company and any director of any Constituent Company, who had on the day preceding the date of the issue of the relevant invitations pursuant to Rule 2.1 been such an employee or director and is chargeable to tax in respect of his office or employment under section 15 ITEPA 2003 (earnings for year when UK resident) and any other employee or director of any participating company nominated by the Board to be an Eligible Employee.
HMRC	Her Majesty's Revenue and Customs.
ITEPA 2003	Income Tax (Earnings and Pensions) Act 2003.
ITTOIA 2005	Income Tax (Trading and Other Income) Act 2005.
Key Feature	a provision of the Scheme which is necessary in order to meet the requirements of Schedule 3.

Market Value	on any day the average of the middle market quotations of a Share as derived from the Stock Exchange Daily Official List for the three immediately preceding dealing days. On any day the market value of a share determined in accordance with the provisions of Part VIII Taxation of Chargeable Gains Act (TCGA) 1992 and agreed on or before that day for the purposes of the scheme with HMRC Shares and Assets Valuation.
Option	a right to acquire Shares granted (or to be granted) in accordance with the rules of the Scheme.
Option Holder	an individual to whom an Option has been granted or his personal representatives.
Savings Contract	a contract under a certified SAYE savings (arrangement), within the meaning of Section 703 ITTOIA 2005 and which has been approved by HMRC for the purposes of Schedule 3.
Schedule 3	Schedule 3 ITEPA 2003.
the Scheme	the SAYE share option scheme constituted and governed by these rules as from time to time amended.
Share	means a fully paid ordinary share of £0.25 in the capital of the Company, which satisfies the conditions specified in Paragraphs 17 to 22 inclusive of Schedule 3 both at the Date of Grant and the date of exercise of option.
Specified Age	aged 65.
Subscription Price	the price at which each Share subject to an Option may be acquired on the exercise of that Option being, subject to Rule 8, that price per Share determined by the Board and being higher than the nominal value of a Share but not less than 80% of the Market Value of a Share on the day the invitation to apply for that Option was issued pursuant to Rule 2.
Subsisting Option	an Option which has neither lapsed nor been exercised.

1.2 Where the context so admits, the singular shall include the plural and vice versa and the masculine shall include the feminine.

Any reference in the Scheme to any enactment includes a reference to that enactment as from time to time amended, extended or re-enacted.

2. INVITATIONS TO APPLY FOR OPTIONS

2.1 The Board may invite every Eligible Employee, other than any employee or director who holds or has held in the last twelve months a material interest, by reference to paragraph 11 of Schedule 3, in the Company, to apply for the grant of an Option to acquire shares in the company on any occasions providing that,

- i. such invitations may only be issued after the Approval Date;
- ii. where the Company is restricted by statute, order or regulation from issuing invitations at any time, the Board may issue such invitations at any time after such restriction is removed;
- iii. no invitation may be made after the tenth anniversary of the Adoption Date.

2.2 Each invitation shall specify,

- i. the date, being not less than 14 days after the issue of the invitation, by which time an application must be made;
- ii. the Subscription Price at which Shares may be acquired on the exercise of any Option granted in response to the application; and
- iii. the maximum permitted aggregate monthly savings contribution, being the lesser of the maximum specified in Paragraph 25 Schedule 3 and such sum (being a multiple of £1 and not less than £10) as the Board decides shall apply to every Eligible Employee in respect of that invitation.

2.3 Each invitation shall be accompanied by a proposal form for a Savings Contract and an application form which shall provide for the applicant to,

- i. state the monthly savings contribution (being a multiple of £1 and not less than £10) which he wishes to make under the related Savings Contract;
- ii. state that his proposed monthly savings contribution, when added to any monthly savings contributions then being made under any other Savings Contract linked to an Option granted under the Scheme or any other savings related scheme approved under Schedule 3, will not exceed the maximum permitted aggregate monthly savings contributions specified in the invitation;
- iii. state whether, for the purpose of determining the number of shares over which an Option is to be granted, the repayment under the Savings Contract is to be taken as including the maximum bonus, the standard bonus or no bonus; and
- iv. authorise the Board to enter on the Savings Contract proposal form such monthly savings contribution, not exceeding the maximum stated on the application form as shall be determined pursuant to Rule 3.

2.4 Each application shall be deemed to be for an Option over the largest whole number of shares which can be bought at the Subscription Price with the expected repayment under the related Savings Contract at the appropriate bonus date.

3. SCALING DOWN

3.1 If the Board receives valid applications for Options over an aggregate number of shares which exceeds the limit determined pursuant to Rule 5.2 in respect of that invitation, then the following steps shall be carried out successively to the extent necessary to eliminate the excess:-

- i. each election for the maximum bonus to be included in the repayment under the Savings Contract shall be deemed to be an election for only the standard bonus to be so included;
- ii. each election for the standard bonus to be included in the repayment under the Savings Contract shall be deemed to be an election for no bonus to be so included;
- iii. the excess over £10 of the monthly savings contribution chosen by each applicant shall be reduced pro rata to the extent necessary;
- iv. each application for a five-year contract shall be deemed to be an application for a three year contract;
- v. applications will be selected by lot, each based on a monthly savings contribution of £10 and the inclusion of no bonus in the repayment under the Savings Contract.

Each application shall be deemed to have been modified or withdrawn in accordance with the application of the foregoing provisions and the Board shall complete each Savings Contract proposal form to reflect any resultant reduction in monthly savings contributions.

4. GRANT OF OPTIONS

4.1 No later than the thirtieth day, or if Rule 3 applies, the forty second day, following the day on which invitations were issued pursuant to Rule 2 the Board shall grant to each applicant who is still an Eligible Employee and is not precluded from participation in the scheme by virtue of Paragraph 10 to 11

Schedule 3 an Option over the number of shares for which, pursuant to Rule 2.4 and subject to Rule 3, he is deemed to have applied.

4.2 As soon as possible after Options have been granted the Board shall issue an option certificate in respect of each Option in such form, not inconsistent with these rules, as the Board may determine.

4.3 No Option may be transferred, assigned or charged and any purported transfer, assignment or charge shall cause the Option to lapse forthwith. Each option certificate shall carry a statement to this effect.

5. LIMITATIONS ON GRANTS

5.1 No Option shall be granted pursuant to Rule 4 if such grant would result in the aggregate of the number of Shares,

- i. over which Subsisting Options have been granted under this Scheme; and
- ii. which have been issued on the exercise of Options granted under this Scheme; and
- iii. over which Subsisting Options have been granted under any other share option scheme during the period of 10 years ending on the relevant Date of Grant; and
- iv. which have been issued pursuant to any other employee share scheme (including a share option scheme) during the period of 10 years ending on the relevant Date of Grant exceeding 25% of the number of shares then in issue.

5.2 The Board may, before issuing invitations on any occasion, determine a limit on the number of Shares which are to be available in respect of that invitation in order to ensure that shares remain available for subsequent invitations.

5.3 No Option shall be granted to an Eligible Employee if the monthly savings contribution under the related Savings Contract, when added to the monthly savings contributions then being made under any other Savings Contract, would exceed the maximum specified in Paragraph 25 Schedule 3.

6. EXERCISE OF OPTIONS

6.1 Subject to Rule 9 any Subsisting Option may be exercised in whole or in part at any time following the earliest of the following events:-

- i. the relevant bonus date if, on the day of exercise, the Option Holder is an employee or director of a Constituent Company;
- ii. the death of the Option Holder;
- iii. the Option Holder ceasing to be a director or employee of any Constituent Company by reason of injury, disability, redundancy within the meaning of the Employment Rights Act 1996 or any reason by which he is bound to retire in accordance with the terms of his contract of employment;
- iv. the Option Holder ceasing to be a director or employee of any Constituent Company by reason only that the office or employment,
 - a. is in a company of which the Company ceases to have Control; or
 - b. relates to a business or part of a business which is transferred to a person who is neither an Associated Company nor a company of which the Company has Control;
- v. the relevant bonus date, where an Option Holder holds an office or employment in a company which is not a Constituent Company but which is,
 - a. an Associated Company of the Company; or
 - b. a company of which the Company has Control.

6.2 An Option shall lapse on the earliest of the following events:-

- i. except where the Option Holder has died, the expiry of six months following the bonus date;
- ii. where the Option Holder died during the six months following the bonus date, the first anniversary of the bonus date;
- iii. where the Option Holder has died before the bonus date, the first anniversary of his death;
- iv. unless the Option Holder has died, the expiry of six months after the Option has become exercisable by virtue of Rule 6.1(iii);
- v. the expiry of six months after the Option has become exercisable by virtue of Rule 6.1(iv) and (vi) or in accordance with Rule 7;
- vi. the Option Holder ceasing to be a director or employee of any Constituent Company in circumstances in which the Option does not become exercisable;
- vii. the Option Holder being adjudicated bankrupt.

6.3 No person shall be treated for the purposes of Rule 6 as ceasing to be employed by a Constituent Company until he is no longer employed by the Company, any Associated Company or a company of which the Company has Control.

6.4 If an Option Holder continues to be employed by a Constituent Company after the date on which he reaches the Specified Age, he may exercise any Subsisting Option within six months following that date. If the Option is not exercised within this said period of six months the Option can then only be exercised on the next earliest event with rule 6.1.

7. TAKEOVERS AND LIQUIDATIONS

7.1 If any person obtains Control of the Company as a result of making a general offer to acquire either,

- i. the whole of the issued ordinary share capital of the Company which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or
- ii. all the shares in the Company which are of the same class as the scheme Shares,

then any Subsisting Option may be exercised within six months of the time when the person making the offer has obtained Control of the Company and any condition subject to which the offer is made has been satisfied.

7.2 If under section 899 of the Companies Act 2006, formerly Section 425 Companies Act (CA) 1985, the Court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, any Subsisting Option may be exercised within six months of the Court sanctioning the compromise or arrangement.

7.3 If any person becomes bound or entitled to acquire shares in the Company under sections 979 – 982 of the Companies Act 2006, formerly Section 428 or 429 CA 1985 or Articles 421 to 423 Companies (Northern Ireland) Order 1986, any Subsisting Option may be exercised at any time when the person remains so bound or entitled.

7.4 If as a result of the events specified in Rules 7.1 or 7.2 a company has obtained Control of the Company, or if a company has become bound or entitled as mentioned in Rule 7.3, the Option Holder may, by agreement with that other company (the "**Acquiring Company**"), within the appropriate period, as defined in accordance with paragraph 38(3) of Schedule 3, release each Subsisting Option (the "**Old Option**") for an Option (the "**New Option**") which satisfies the conditions that it,

- i. is over shares in the Acquiring Company or some other company falling within Paragraph 18(b) or (c) Schedule 3, which satisfy the conditions specified in Paragraphs 18 to 22 inclusive of Schedule 3;

- ii. is a right to acquire such number of such shares as has on acquisition of the New Option an aggregate Market Value equal to the aggregate Market Value of the shares subject to the Old Option on its release;
- iii. has a Subscription Price per share such that the aggregate price payable on the complete exercise equals the aggregate price which would have been payable on complete exercise of the Old Option; and
- iv. is otherwise identical in terms to the Old Option.

The New Option shall, for all other purposes of this scheme, be treated as having been acquired at the same time as the Old Option.

Where any New Options are granted pursuant to this rule 7.4, rules 7, 8, 9, 10.1 and 10.3 to 10.6 shall, in relation to the New Options, be construed as if reference to the Company and to the Shares were references to the Acquiring Company or, as the case may be, to the other company to whose shares the New Options relate, and to the shares in that other company, but references to Constituent Company shall continue to be construed as if references to the Company were references to Wynnstay Group plc.

7.5 If the Company passes a resolution for voluntary winding up, any Subsisting Option may be exercised within six months of the passing of the resolution.

7.6 For the purposes of Rule 7, other than Rule 7.4, a person shall be deemed to have obtained Control of a Company if he and others acting in concert with him have together obtained Control of it.

7.7 The exercise of an Option pursuant to the preceding provisions of Rule 7 shall be subject to the provisions of Rule 9.

7.8 Where in accordance with 7.4 Subsisting Options are released and New Options granted the New Options shall not be exercisable in accordance with Rules 7.1 to 7.3 by virtue of the event by reason of which the New Options were granted.

8. VARIATION OF SHARE CAPITAL

In the event of any variation in the share capital of the Company by way of capitalisation or rights issue, consolidation, subdivision or reduction or otherwise, the number of Shares subject to any Option and the Subscription Price for each of those Shares shall be adjusted in such manner as the Board consider appropriate provided that,

- i. the aggregate amount payable on the exercise of an Option in full is neither materially changed nor is increased beyond the expected repayment under the savings contract at the appropriate Bonus Date;
- ii. the Subscription Price for a Share is not reduced below its nominal value;
- iii. no adjustment shall be made without the prior approval of HMRC; and
- iv. following the adjustment the Shares continue to satisfy the conditions specified in Paragraphs 18 to 22 Schedule3.

9. MANNER OF EXERCISE OF OPTIONS

9.1 No Option may be exercised by an individual at any time when he is, or by the personal representatives of an individual who at the date of his death was, precluded by Paragraph 10-11 Schedule 3 from participating in the scheme.

9.2 No Option may be exercised at any time when the shares which may thereby be acquired do not satisfy the conditions specified in Paragraphs 18 to 22 of Schedule 3.

9.3 An Option may only be exercised over the number of Shares which may be purchased with the sum obtained by way of repayment under the related Savings Contract.

9.4 An Option shall be exercised by the Option Holder giving notice to the Company in writing of the number of Shares in respect of which he wishes to exercise the Option. This should be accompanied by

the appropriate payment (which shall not exceed the sum obtained by way of repayment under the related Savings Contract) and the relevant option certificate and shall be effective on the date of its receipt by the Company.

9.5 Shares shall be allotted and issued pursuant to a notice of exercise within 30 days of the date of exercise. Except for any rights determined by reference to a date preceding the date of allotment, such Shares shall rank equally in all respects with the other shares of the same class in issue at that date of allotment.

9.6 When an Option is exercised only in part, it shall lapse to the extent of the unexercised balance.

9.7 For the purposes of Rules 9.3 and 9.4, any repayment under the Savings Contract shall exclude the repayment of any contribution the due date for payment of which falls more than one month after the date on which repayment is made.

10. ADMINISTRATION AND AMENDMENT

10.1 The Scheme shall be administered by the Board whose decision on all disputes shall be final.

10.2 The Board may from time to time amend these rules provided that,

- i. no amendment may materially affect an Option Holder as regards an Option granted prior to the amendment being made;
- ii. no amendment may be made which would make the terms on which Options may be granted materially more generous or would increase the limit specified in Rule 5.1 without the prior approval of the company in general meeting; and
- iii. no amendment to a Key Feature shall have effect until approved by HMRC.

10.3 The cost of establishing and operating the Scheme shall be borne by the Constituent Companies in such proportions as the Board shall determine.

10.4 The Board may establish a committee consisting of not less than three persons to whom any or all its powers in relation to the Scheme may be delegated. The Board may at any time dissolve the committee, alter its constitution or direct the manner in which it shall act.

10.5 Any notice or other communication under or in connection with the scheme may be given by the Company either personally, by electronic means or by post and to the company either personally, by electronic means or by post to the secretary. Items sent by post shall be pre-paid and shall be deemed to have been received 72 hours after posting.

10.6 The Company shall at all times keep available sufficient authorised and un-issued shares to satisfy the exercise to the full extent still possible of all Options which have neither lapsed nor been fully exercised, taking account of any other obligations of the company to issue un-issued shares.
