

LETTER OF IRREVOCABLE UNDERTAKING

Strictly Private and Confidential

From: S T Hargrave Esq
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London
WC1N 3NG

To: Encor Power plc
Unit 1a The Granary
Bulrushes Business Park
Coombe Hill Road
East Grinstead
RH19 4LZ

20 April 2017

Proposed offer for IPSA Group plc (the "Target")

1 INTRODUCTION

1.1 I/we understand that:

- 1.1.1 Encor Power plc (the "**Offeror**") is considering making an offer to acquire all of the issued and to be issued share capital of the Target (the "**Shares**") by way of a contractual offer governed by the City Code on Takeovers and Mergers (the "**Code**") (the "**Offer**");
- 1.1.2 the Offer will be substantially on the terms and conditions set out in the draft 2.7 announcement attached at Schedule 1 to this letter (the "**Announcement**");
- 1.1.3 the Offer will extend to any Shares allotted, issued or transferred while the Offer remains open for acceptance, including any Shares allotted, issued or transferred pursuant to the exercise of any options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares; and
- 1.1.4 the release of a firm intention announcement in respect of the Offer is conditional on, *inter alia*, the recommendation of the Offer by the board of the Target and the signing of this irrevocable and irrevocable undertakings by certain other shareholders of the Target.

1.2 Capitalised terms used but not defined in this letter will have the meanings given to them in the Announcement.

2 UNDERTAKINGS

2.1 In consideration of the Offeror agreeing to make an offer to acquire the whole of the issued share capital of the Target substantially on the terms and subject to the conditions set out in the Announcement, I/we undertake, agree and warrant to and with the Offeror in respect of the Shares specified opposite my name in Schedule 2 to this letter that:

- 2.1.1 I/we am/are the beneficial owner of and I/we am/are able to control (i) the exercise of all rights attaching to, including the voting rights to and the appointment of a proxy in respect of, and (ii) the disposition of the number of Shares specified opposite my/our name in Schedule 2 to this letter (the "**Existing Shares**") and have full power and authority to accept, or procure the valid acceptances of, the Offer in respect of all the Committed Shares (as defined below) and to exercise or to procure the exercise of, all voting rights which they carry in each case as envisaged by the terms of the Offer; and

- 2.1.2 other than as referred to in paragraph 2.1.1., I/we do not have any **"interest"** (as defined in the City Code on Takeovers and Mergers (the **"Code"**)) in any securities of the Target.
- 2.2 I/we irrevocably undertake (subject to paragraph 5 of this letter):
- 2.2.1 in my/our capacity as a shareholder of the Target to accept, or procure the acceptance of, the Offer in respect of:
- (a) the Existing Shares;
 - (b) any other shares in the Target of which I/we may hereafter become the registered holder, beneficial owner or in which I/we may become interested; and
 - (c) any other shares in the Target deriving from the shares referred to in paragraphs 2.2.1(a) or 2.2.1(b);
- (all of the shares referred to in paragraphs 2.2.1(a) to 2.2.1(c) (inclusive) above together, the **"Committed Shares"**);
- 2.2.2 to fulfil this undertaking, in respect of the shares referred to in paragraphs 2.1.1, above as soon as reasonably practicable and in any event not later than 3.00 pm on the tenth business day after the date of despatch to shareholders of the Company of the formal document containing the Offer (the **"Offer Document"**), (or, in relation to the shares falling within paragraphs 2.2.1(b) and 2.2.1(c) above, as soon as practicable after I/we become the registered holder or, to the extent no undertaking is given by the registered holder, the beneficial owner of such shares), by either;
- (a) returning to you, or procuring the return to you, as you may direct, duly completed and signed form(s) of acceptance relating to the Offer. I/we also agree to forward, or procure to be forwarded, with such form(s) of acceptance the share certificate(s) or other document(s) of title in respect of the relevant shares;
 - (b) sending (or procuring that any CREST sponsor sends) to Euroclear UK & Ireland Limited the relevant Transfer to Escrow instruction accepting the Offer (in accordance with the procedures described in the Offer Document) in respect of the relevant shares;
- 2.2.3 in my/our capacity as a shareholder of the Target:
- (a) notwithstanding the provisions of Code or any terms of the Offer regarding withdrawal, not withdraw such acceptance(s);
 - (b) except pursuant to the Offer, not dispose of, charge, pledge or otherwise encumber or grant any option or other right over or otherwise deal with any of the Shares or any interest in them (whether conditionally or unconditionally);
 - (c) exercise all voting rights attaching to the Shares in such manner as to enable the Offer to be made and become unconditional and oppose the taking of any action which might result in any condition of the Offer not being satisfied;
 - (d) not acquire any interest (as defined in Part 22 of the Companies Act 2006) in any shares in the Company (save as contemplated by clause 2.2.1(c));
 - (e) not enter into any agreement or arrangement with any person, whether conditionally or unconditionally, to do any of the acts prohibited by the above terms of this paragraph 2.2.3 and not to accept any other offer made by a third party (whether by contractual offer or by way of scheme of arrangement); and

- (f) to notify you of the details of any approach by any third party made to me/us with a view to the making of any general offer for the Company's ordinary shares from any third party or any proposal for a merger of the Company with any other entity and also of any such solicitation or discussions (whether or not in breach of the obligations set out in this letter) as soon as practicably possible after I/we become aware of the relevant matter.

3 **CONVERSION TO SCHEME**

- 3.1 If the Offer is withdrawn or cancelled and the Offeror announces (pursuant to paragraph 8 of Appendix 7 of the Code) an offer by way of a scheme of arrangement under Part 26 of the Companies Act 2006 ("**Scheme**") which is made on similar terms at least as favourable as the terms of the Offer, I/we will vote in favour of the Scheme at the Court Meeting and any General Meeting of the Company in respect of the Committed Shares) and will appoint as my/our proxy the Chairman of such meetings.
- 3.2 In the event that a Scheme is announced in accordance with paragraph 3.1 above, this letter and my/our obligations under it will continue to apply with any necessary changes in respect of the Scheme.
- 3.3 References in this letter to:
 - 3.3.1 the Takeover Offer becoming or being declared unconditional in all respects Scheme becoming effective will be read as references to the Scheme becoming effective; and
 - 3.3.2 the closing or lapsing of the Takeover Offer will be read as references to the Scheme lapsing or being withdrawn.

4 **WARRANTIES**

- 4.1 I/we warrant to and undertake with the Offeror:
 - 4.1.1 the Shares include all the shares in the Company registered in my/our name or beneficially owned by me/us or in respect of which I/we am interested (as defined in Part 22 of the Companies Act 2006);
 - 4.1.2 the Shares will be transferred pursuant to the Offer free from all charges, liens and encumbrances and with all rights now or hereafter attaching to them, including the right to all dividends declared, made or paid hereafter (other than as provided by the terms of the Offer); and
 - 4.1.3 I/we have full power and authority to accept the Offer or to undertake (in relation to any Shares of which I am not both registered holder and beneficial owner) that the Offer will be accepted, in respect of all the Shares.
- 4.2 Such warranties and undertakings shall not be extinguished or affected by the sale of the Shares pursuant to the Offer.

5 **CONDITIONS AND LAPSE**

- 5.1 My/our obligations under clause 2 shall lapse if:
 - 5.1.1 the Offer is not made (by the publication of an Offer Document) within 28 days of the release of the Rule 2.7 Announcement (or such later date as the Panel may permit); or
 - 5.1.2 the Offer lapses or is withdrawn without having become wholly unconditional,
- provided that the lapsing of my Obligations shall not affect any rights or liabilities under this letter in respect of prior breaches of them.

6 **CONSENT**

I/we consent to the issue of the Announcement and understand that particulars of this letter will be contained in the Announcement, the Offer Document and any related document and that this letter will be available for inspection until the Offer becomes or is declared unconditional in all respects or closes or lapses.

7 **SECURITY**

7.1 I/we, irrevocably and by way of security for my/our obligations under this letter, appoint any director or professional adviser of the Offeror, each severally to be my/our attorney (the "**Attorney**"):

7.1.1 to execute on my behalf and in my/our name or that of the Attorney:

- (a) a form or forms of acceptance of the Takeover Offer in respect of all or any of the Committed Shares, if and to the extent that by 12 noon on the business day before the first closing date of such Takeover Offer I/we have failed to comply with my obligations under paragraph 3.1; or
- (b) a form or forms of proxy to be issued with the Scheme Document in respect of the Committed Shares, if and to the extent that by the eighth day after the date of issue of the Scheme Document I/we have failed to comply with my obligations under paragraph 2.2.1

7.1.2 in my name or that of the Attorney to sign, execute and deliver any indemnities for missing share certificates, notices, forms of proxy in respect of any meeting of the shareholders of the Target, instructions, agreements, letters or other documents (including amendments thereto) and to do all acts and things as the Attorney considers may be desirable or necessary for performance of my obligations under this undertaking.

7.2 Any action authorised under this power of attorney may be taken by any Attorney acting alone and I/we shall ratify any act lawfully taken by my Attorney in good faith hereunder.

8 **OPTIONS AND AWARDS**

I/we confirm that we hold no options or awards over shares in the capital of the Target.

9 **GENERAL**

9.1 In this letter, references to the Offer will include any revised offer which in the reasonable opinion of an independent financial adviser is at least as favourable as the Offer; and references to actions or omissions in relation to the Offer will be taken to be references to the equivalent actions or omissions in relation to any revised offer.

9.2 Time will be of the essence of this letter.

9.3 I/we recognise and acknowledge that, if I/we should fail to comply with my obligations and undertakings under this letter, damages may not be an adequate remedy. You will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any of my obligations and undertakings under this letter and no proof of special damages will be necessary for the enforcement by you of your rights.

9.4 I/we acknowledge that I am obliged to make appropriate disclosure under Rule 2.10(c) of the Code no later than 12 noon on the business day after becoming aware that I will not be able to comply with the terms of this letter or no longer intend to do so.

9.5 I/we will not disclose to anyone (other than my professional advisers) the possibility, terms and conditions of the Offer and the Scheme and the existence and terms of this letter save to the extent that such matters are or have been made public through the issue of the Announcement or any other documentation relating to the Offer or the Scheme. Before this time I will not use

any information relating to the same in relation to any qualifying investments or related investments (as defined in FSMA) which would amount to market abuse for the purposes of the Market Abuse Regulation. I/we acknowledge that the matters referred to in this letter may constitute inside information for the purposes of the Criminal Justice Act 1993 and the Market Abuse Regulation and consent to being made and having information as an insider as defined in such laws and regulations. The obligations in this paragraph will survive the termination of this letter.

- 9.6 I/we further recognise that this letter is being given for the benefit of the Target and the Target will be entitled to enforce the terms of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9.7 This letter and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.
- 9.8 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims).
- 9.9 This letter will be governed by and construed in accordance with English law and I irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out or in connection with this letter.
- 9.10 Nothing in this letter shall require a Party to exercise a right in respect of the Offer in a manner not permitted by law.

Yours sincerely



STEPHEN HARGRAVE

SCHEDULE 1 – PRESS ANNOUNCEMENT

SCHEDULE 2
NUMBER OF SHARES

Number	Type / class	Beneficial owner
3,670,370	Ordinary	S T Hargrave Esq

