

# Corporate Action Notice

## Termination Notice

November 9, 2017

NOTICE TO HOLDERS OF AMERICAN DEPOSITARY SHARES  
REPRESENTING DEPOSITED ORDINARY SHARES OF:

### LUXFER HOLDINGS PLC

ONE ADS REPRESENTS ONE SHARE (CUSIP: 550678106)

**You are hereby notified**, as holders of the above American Depositary Shares (“ADSs”), that The Bank of New York Mellon (the “Depository”) and Luxfer Holdings plc (the “Company”) have agreed to amend the Deposit Agreement dated as of October 3, 2012 (the “Deposit Agreement”) under which the ADSs are issued to provide that

(i) immediately prior to the termination of the Deposit Agreement, unless instructed otherwise by the Company, the Depository will execute and deliver American Depositary Receipts (“ADRs”) to evidence all outstanding uncertificated ADSs and surrender those ADRs to the agent appointed by the Company for a mandatory exchange of the ADSs evidenced thereby into ordinary shares (“Shares”) of the Company;

(ii) upon termination of the Deposit Agreement, all outstanding ADSs shall be cancelled and converted into a right only to receive, from the exchange agent appointed by the Company, delivery of the amount of Shares they represent and the net cash proceeds of a sale of any fraction of a Share they represent; and

(iii) upon termination of the Deposit Agreement, all registered holders of certificated ADSs shall surrender their ADRs to the exchange agent appointed by the Company to receive, as a mandatory exchange, the Shares or money to which they are entitled in respect of the ADSs formerly evidenced by their ADRs.

This amendment will become effective on December 10, 2017, which is at least 30 days after the date of this Notice. The intended amended provision of the Deposit Agreement is set forth in Exhibit A to this Notice.

The Company has indicated that, at or prior to the effectiveness of the amendment to the Deposit Agreement, the Shares will have been approved for direct listing on the New York Stock Exchange and become eligible for settlement through The Depository Trust Company (“DTC”).

**You are further notified** that the Deposit Agreement, as amended, will terminate at 5:00 pm (Eastern Time) on **December 10, 2017**.

The Company has indicated that following termination of the Deposit Agreement, persons that were registered holders of certificated ADSs prior to the termination date will be contacted by Computershare Trust Company, N.A. ("Computershare"), the Company's exchange agent, with instructions how to surrender ADRs to receive delivery of Shares.

Persons that hold ADSs through a securities intermediary that is a direct or indirect participant in DTC will receive a credit of Shares in their securities accounts in exchange for their ADSs without having to take any action. Registered holders of ADSs will receive a certificate evidencing Shares. If you are a registered holder of ADSs and you wish to receive your Shares in account with a direct or indirect participant in DTC, you must contact a broker or other securities intermediary to arrange to have your ADSs transferred into the DTC system prior to December 10, 2017.

Holders of ADSs will not be required to pay any fee to the Depositary for the surrender and cancellation of their ADSs in the mandatory exchange into Shares.

For information regarding your Luxfer Holdings ADSs please contact Computershare at 1-866-644-4127 or, if outside the United States, at 1-781-575-2906.

THE BANK OF NEW YORK MELLON,  
As Depositary

Dated: November 9, 2017

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To learn more about Depositary Receipts and issuer programs, please contact our marketing desks:

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## Exhibit A

Section 6.02 of the Deposit Agreement is amended to read as follows:

“The Company may at any time terminate this Deposit Agreement by instructing the Depositary to mail a notice of termination to the Owners of all American Depositary Shares then outstanding at least 30 days prior to the termination date included in such notice. The Depositary may likewise terminate this Deposit Agreement if at any time 60 days shall have expired after the Depositary delivered to the Company a written resignation notice and if a successor depositary shall not have been appointed and accepted its appointment as provided in Section 5.04; in such case the Depositary shall mail a notice of termination to the Owners of all American Depositary Shares then outstanding at least 30 days prior to the termination date.

The following special provisions shall apply in connection with termination of this Deposit Agreement:

(i) immediately prior to the termination of this Deposit Agreement, unless otherwise instructed by the Company in writing, the Depositary shall execute and deliver Receipts to evidence all outstanding uncertificated American Depositary Shares and surrender those Receipts to the agent appointed by the Company for a mandatory exchange of the American Depositary Shares evidenced thereby into Shares;

(ii) upon termination of this Deposit Agreement, all outstanding American Depositary Shares shall be cancelled and converted into a right only to receive, from the exchange agent appointed by the Company, delivery of the amount of Shares they represent and the net cash proceeds of a sale of any fraction of a Share they represent; and

(iii) upon termination of this Deposit Agreement, each Owner of certificated American Depositary Shares shall surrender their Receipt or Receipts to the exchange agent appointed by the Company and thereupon shall receive from that exchange agent, as a mandatory exchange, the Shares or money to which they are entitled in respect of the American Depositary Shares formerly evidenced by that Receipt or those Receipts.

The Company shall appoint an exchange agent to facilitate the mandatory exchange provided for above. In that mandatory exchange, Owners will not be required to pay a fee to the Depositary for the surrender and cancellation of their American Depositary Shares. The Company shall pay the Depositary a fee for those surrenders in an amount to be agreed between the Company and the Depositary.

Upon the termination of this Deposit Agreement, the Company shall be discharged from all obligations under this Deposit Agreement except for its obligations to the Depositary under Sections 5.08 and 5.09 and its obligation to effect the mandatory exchange of American Depositary Shares into Shares as provided above.”