

## Lock-in and Orderly Market Agreement

- (1) CARPHONE WAREHOUSE GROUP PLC
- (2) DIXONS RETAIL PLC
- (3) ROGER TAYLOR

Dated *15 May* 2014

### Osborne Clarke

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This Agreement is made on

15 May 2014

Between:

- (1) **CARPHONE WAREHOUSE GROUP PLC** (registered in England and Wales with company number 07106905) whose registered office is at 1 Portal Way, London W3 6RS ("**CPW**");
- (2) **DIXONS RETAIL PLC** (registered in England and Wales with company number 03847921) whose registered office is at Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 7TG ("**Dixons**"); and
- (3) **ROGER TAYLOR**, [REDACTED] (the "**Shareholder**").

**Background:**

- (A) By way of an announcement of even date under this Agreement, the boards of CPW and Dixons have agreed to a merger of CPW and Dixons which is expected to be implemented by way of a scheme of arrangement of Dixons (pursuant to Part 26 of the Companies Act 2006) (the "**Merger**").
- (B) Pursuant to the Merger, it is proposed that CPW will issue ordinary shares to existing Dixons shareholders in consideration for the acquisition by CPW of all the issued ordinary shares of Dixons (the "**Consideration Shares**").
- (C) CPW intends to apply for the Consideration Shares to be admitted to the premium segment of the Official List and to trading on the Exchange's main market for listed securities.
- (D) In connection with the Merger and Admission (as defined below) taking place, the Shareholder agrees on the terms of this Agreement not to Dispose of the Restricted Shares held by it on or after Admission during the Restricted Period.

**This Agreement witnesses as follows:**

1. **Definitions and interpretation**

1.1 **Definitions**

For the purpose of this Agreement the following definitions shall apply:

**"Admission"** means the admission of Consideration Shares to the premium segment of the Official List and to trading on the Exchange's main market for listed securities becoming effective in accordance with the Listing Rules and the Admission and Disclosure Standards respectively and references to Admission becoming "**effective**" shall be construed accordingly.

**"Admission and Disclosure Standards"** means the admission and disclosure standards published by the Exchange.

**"Admission Date"** means the date on which Admission becomes effective.

**"Affiliate"** means in relation to any party: (a) any subsidiary undertaking or parent undertaking of that party and any other subsidiary undertaking of that parent undertaking and (b) a party which controls or manages, is controlled by or managed by or is under common control or management with, that party.

**"Board"** means CPW's board of directors following Admission or any duly authorised committee thereof.

**"Business Day"** means a day (not being a Saturday, Sunday or public holiday in the United Kingdom) on which dealings in domestic securities may take place on, and with the authority of, the Exchange.

**"Companies Act"** means the Companies Act 2006.

**"Connected Person"** means a person who is connected to the Shareholder within the meaning of sections 1122 or 1123 of the Corporation Tax Act 2010 or sections 993 or 994 of the Income Tax Act 2007.

**"Directors"** means the directors of CPW from time to time following Admission and **"Director"** shall be construed accordingly.

**"Disclosure and Transparency Rules"** means the disclosure rules and transparency rules made by the FCA pursuant to Part VI of the FSMA and **"DTR"** shall mean any one of them.

**"Disposal"** means directly or indirectly, any offer, loan, mortgage, assignment, charge, pledge, hypothecation, sale, contract to sell, or grant or sale of any option or contract to purchase, purchase of any option or contract to sell, grant of any right or warrant to purchase or otherwise transfer or dispose of or create any Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Restricted Shares or any interests in Restricted Shares or any securities convertible into or exercisable or exchangeable for, or substantially similar to, Restricted Shares or any interest in Restricted Shares or the entry into of any swap or other agreement or transaction that transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of Restricted Shares or interests in Restricted Shares (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, the Restricted Shares) or the entry into of any transaction with the same economic effect as any transaction specified herein, whether any such transaction described above is to be settled by delivery of Restricted Shares or such other securities (whether or not the issue of such Restricted Shares or other securities will be completed within the Restricted Period), in cash or otherwise or any announcement or other publication of the intention to do any of the foregoing and **"Dispose"** shall be construed accordingly.

**"Encumbrance"** means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, or any other security agreement or arrangement, or any rights granted under section 145 of the Companies Act or any agreement to create any of the foregoing.

**"Exchange"** means London Stock Exchange plc, a company incorporated under the laws of England and Wales.

**"Family Member(s)"** means the wife, husband, civil partner, parents, widow, widower, co-habitee, adult sibling, child, stepchild, grandchild, nephew or niece of any individual.

**"FCA"** means the Financial Conduct Authority in its capacity as the competent authority under Part VI of the FSMA.

**"FCA Handbook"** means the handbook of rules and guidance issued by the FCA.

**"FSMA"** means the Financial Services and Markets Act 2000.

**"Interest"** means any legal or beneficial interest or any other interest as defined in section 820 (when read with sections 821 to 825 inclusive) of the Companies Act and **"Interested"** shall be construed accordingly.

**"Listing Rules"** means the Listing Rules made by the FCA pursuant to Part VI of the FSMA

and "LR" shall mean any one of them.

"**Model Code**" means the Model Code on directors' and others' dealings in securities set out in Annex 1 of Chapter 9 of the Listing Rules.

"**Official List**" means the Official List maintained by the FCA.

~~"**Ordinary Shares**" means ordinary shares of 0.1 pence each in the capital of CPW.~~

"**Prospectus Rules**" means the Prospectus Rules made by the FCA pursuant to Part VI of the FSMA and "PR" shall mean any one of them.

"**Restricted Period**" means the period of 24 months from the date of the Admission Date.

"**Restricted Shares**" means the total number of Ordinary Shares held by the Shareholder and its Connected Persons upon Admission and any Ordinary Shares issued to the Shareholder and its Connected Persons upon the exercise of any option or other convertible security held upon Admission, in each case including any shares in the capital of CPW which are subsequently acquired and which are derived from such Ordinary Shares including without prejudice to the generality of the foregoing from any sub-division, bonus issue or rights issue together with all and any other Ordinary Shares acquired or held by the Shareholder and its Connected Persons following Admission.

"**UKLA Rules**" means together, the Listing Rules, the Prospectus Rules and the Disclosure and Transparency Rules.

## 1.2 *Interpretation*

In this Agreement:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes:
  - (i) any subordinate legislation made under it;
  - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
  - (iii) any statute, statutory provision or subordinate legislation which modifies, consolidates, re-enacts or supersedes it,

except to the extent that such subordinate legislation, re-enactment, statute or statutory provision comes into force after the date of this Agreement and would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;

- (c) a reference to:
  - (i) any "**party**" means any party to this Agreement as set out at the head of page 1 (and "**parties**" means all of the parties to this Agreement) and includes its successors in title and permitted assigns;
  - (ii) a "**person**" includes any individual, firm, corporation, body corporate, association or partnership, trust, unincorporated organisation, employee representative body, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality);

- (iii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
- (iv) any provision of this Agreement is to that provision as amended in accordance with the terms of this Agreement;
- ~~(d) the table of contents and headings are for convenience only and shall not affect the interpretation of this Agreement;~~
- (e) "writing" shall not, for the avoidance of doubt, include e-mail or any other communication in electronic form, other than facsimile where explicitly stated, and "written" shall be construed accordingly;
- (f) general words shall not be given a restrictive meaning:
  - (i) if they are introduced by the word "other" or "including" or similar words by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing;
  - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words; and
- (g) references to time of day are to London times.

## 2. Condition

### 2.1 Admission

This Agreement is conditional upon, and its provisions shall take effect from, Admission.

### 2.2 Failure to satisfy the condition

If Admission shall not have become effective by 8.00 a.m. on 31 December 2014 (or such later date as CPW and Dixons shall agree) this Agreement shall cease and determine and none of the parties shall have any claim against another for costs, damages, charges, compensation or otherwise.

## 3. Lock-in provisions

Subject to clauses 4 and 5, the Shareholder covenants with and undertakes to CPW and Dixons that it will not, and it will use its respective reasonable endeavours to procure so far as it is able that no Connected Person of its will, make any Disposal during the Restricted Period.

## 4. Exceptions to the lock-in provisions

Subject to clause 5, the restrictions in clause 3 shall not apply to any Disposal:

- (a) which is notified in writing in advance to the Board in accordance with clause 5 and to which the Board (with each Director participating in such decision exercising his powers *bona fide* in the best interests of CPW and no Director who is at that time a Director wishing at that time to make any Disposal participating in the decision) gives its prior consent in writing;
- (b) pursuant to the acceptance of a general offer (an "Offer") made to shareholders of CPW (or to all such shareholders other than the offeror and/or any body corporate controlled by the offeror and/or any persons acting in concert with the offeror (within the meaning of the City Code on Takeovers and Mergers)) to acquire all of the issued Ordinary Shares (other than any shares which are already owned, or contracted to be acquired, by the offeror and any other person acting in concert with the offeror);

- (c) pursuant to an Irrevocable undertaking to accept, or procure the acceptance of, an Offer;
- (d) pursuant to an intervening court order;
- (e) pursuant to a compromise or arrangement between CPW and its creditors (or any class of them) or between CPW and its members (or any class of them) which is agreed to by the creditors or the members (as the case may be) and sanctioned by the High Court pursuant to Part 26 of the Act;
- (f) pursuant to a scheme of arrangement pursuant to section 110 of the Insolvency Act 1986 in relation to CPW;
- (g) to CPW made pursuant to an offer by CPW to purchase its own shares which is made on identical terms to all holders of shares and otherwise complies with the Act, the UKLA Rules and the rules of the Exchange from time to time;
- (h) to or by the personal representatives of the Shareholder upon the death of the Shareholder prior to the expiry of the Restricted Period;
- (i) where the Shareholder is:
  - (i) an individual, to a Family Member; or
  - (ii) a personal representative of an individual, to a Family Member of the deceased individual; or
  - (iii) an individual, to any person or persons acting in the capacity of trustee or trustees of a trust created by, or including as principal beneficiary only such individual and/or Family Members of such individual; or
  - (iv) the trustee of a trust to which sub-paragraph (iii) applies, to any beneficiaries of such a trust who are Family Members of the individual referred to in sub-paragraph (iii),

provided that (A) prior to the making of any such Disposal, the Shareholder shall have satisfied CPW that the proposed transferee falls within one of the categories in subparagraphs (i) to (iv) above and (B) such transferee, before registration of any transfer, shall first undertake to be bound by the restrictions of this Agreement by the execution of a Deed of Adherence in, or substantially in the form, set out in the schedule to this Agreement;

- (j) by a trustee for the purpose of effecting the appointment of a new trustee or for the purpose of retiring an existing trustee provided that such proposed new trustee, before registration of any such transfer shall first undertake to be bound by the restrictions of this Agreement by the execution of a Deed of Adherence in, or substantially in the form, set out in the schedule to this Agreement and there being no change in the beneficial ownership of the Restricted Shares in connection with such Disposal;
- (k) by the trustee of a settlement to an individual which is a beneficiary or potential beneficiary of such settlement provided that prior to making any such Disposal:
  - (i) the Shareholder shall satisfy CPW that the proposed transferee is a Family Member of the settlor of the settlement; and
  - (ii) such transferee, before registration of any such transfer, shall first undertake to be bound by the restrictions of this Agreement by the execution of a Deed of Adherence in, or substantially in the form, set out in the schedule to this Agreement;

- (l) by a nominee to the beneficial owner of Restricted Shares or another nominee (provided that there is no change in the beneficial ownership of the Restricted Shares) provided that such proposed transferee, before registration of any transfer, shall first undertake to be bound by the restrictions of this Agreement by the execution of a Deed of Adherence in, or substantially in the form, set out in the schedule to this Agreement;
- (m) ~~where the Shareholder is a corporation or a body corporate to an Affiliate provided that~~ such entity shall first undertake to be bound by the restrictions of this Agreement by the execution of a Deed of Adherence in, or substantially in the form, set out in the schedule to this Agreement and agreeing that in the event that any such transferee ceases to be an Affiliate, any such interest in any Restricted Shares will, prior to such cessation, be transferred to either (a) the relevant transferor; or (b) another Affiliate of such transferor, provided that such other Affiliate undertakes to be bound by the restrictions of this Agreement by the execution of a Deed of Adherence in, or substantially in the form, set out in the schedule to this Agreement; and
- (n) pursuant to a bona fide reorganisation of CPW following Completion where the Disposal is in exchange for shares or other securities ("**Group Transferee Securities**") in an Affiliate of CPW (including a new holding company of CPW formed for the purpose of facilitating such a reorganisation) ("**Group Transferee**"), provided that:
  - (i) the restrictions set out in this Agreement shall apply in respect of any Group Transferee Securities the Shareholder acquires following a Disposal in accordance with this clause 4(n); and
  - (ii) the Shareholder shall, prior to such a Disposal, enter into an agreement with the Group Transferee agreeing to be bound by the restrictions set out in this Agreement in respect of the Group Transferee Securities,

provided that:

- (i) any Disposals pursuant to this clause 4 shall be notified in advance to CPW in writing five Business Days prior to the entry into of any agreement relating to the same;
- (ii) where any Disposal pursuant to this clause 4 requires the Board or CPW to be satisfied as to any matter relating to such Disposal, each Director participating in such decision shall exercise his powers *bona fide* in the best interests of CPW and no Director who is interested in any Disposal, either directly or through a Family Member, trust arrangement or otherwise through a Connected Person, shall participate in that decision; and
- (iii) prior to the making of any Disposal pursuant to clause 4(h) the transferee shall have agreed to be bound by the restrictions of this Agreement as if it were the transferor by execution and delivery to CPW of a Deed of Adherence in, or substantially in the form, set out in the schedule to this Agreement.

## 5. **Orderly market provisions**

For a period of 12 months following the end of the Restricted Period, the Shareholder shall notify CPW's broker of any intention to Dispose of all or any Restricted Shares no later than three Business Days prior to the date of any such proposed Disposal and shall, unless otherwise agreed to in writing by the Board (with each Director participating in such decision exercising his powers *bona fide* in the best interests of CPW and no Director who is at that time a Director wishing at that time to make any Disposal participating in the decision), Dispose of such Restricted Shares through CPW's broker on a best price and execution basis and with a view to maintaining an orderly market in CPW's ordinary shares.

**6. Remedies**

In view of the difficulties in placing a monetary value upon the effects of any breach of the terms of the undertakings referred to in this Agreement, the Shareholder recognises that the CPW and Dixons will each be entitled to seek and the Shareholder shall not raise any objection to any of them seeking injunctive relief as well as any other relief which may be appropriate under the circumstances in any court of competent jurisdiction in the event of any breach or anticipatory breach of the obligations set out in clauses 3 and 5.

**7. Warranty and undertaking**

**7.1 *Warranty as to title***

The Shareholder warrants, represents and undertakes to each of CPW and Dixons that each of the Restricted Shares are beneficially owned by it, free from all Encumbrances, and that immediately following Admission it will have full power, capacity and authority to perform the obligations under this Agreement in respect of the Restricted Shares.

**7.2 *Undertaking***

The Shareholder undertakes to each of CPW and Dixons that if any of the Restricted Shares are registered in the name of any other person, it shall procure that such person complies with the obligations of the Shareholder under this Agreement as if it were a party to this Agreement.

**8. Dealing restrictions**

The provisions of this Agreement are without prejudice to any obligations which the Shareholder may have from time to time as a Director or employee of CPW pursuant to the UKLA Rules or the Model Code and as a shareholder under FSMA and the Criminal Justice Act 1993.

**9. General**

**9.1 *Entire agreement***

This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

**9.2 *Assignment***

This Agreement shall be binding upon and enure for the benefit of the successors in title of the Shareholder but shall not be assignable by the Shareholder without the prior written consent of each of the other parties.

**9.3 *Variation***

No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

**9.4 *Invalidity***

To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

9.5 **Releases and waivers**

- (a) Any party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Agreement by any other party or parties without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.
- (b) No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

9.6 **Further assurance**

Each party shall execute such documents and take such steps as the other party may reasonably require to fulfil the provisions of and to give to each party the full benefit of this Agreement.

9.7 **Counterparts**

- (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, which may include faxed copies but shall not be effective until each party has executed at least one counterpart.
- (b) Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

9.8 **Confidentiality**

- (a) Except as referred to in sub-clause (b) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions or subject matter of this Agreement, to any other party or the negotiations relating to this Agreement.
- (b) Any party may disclose information which would otherwise be confidential if and to the extent:
  - (i) it is required to do so by law or any securities exchange or regulatory or governmental body to which it is subject wherever situated;
  - (ii) it considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on a confidential basis;
  - (iii) the information has come into the public domain through no fault of that party; or
  - (iv) each party to whom it relates has given its consent in writing.

9.9 **Third Parties Act**

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

10. **Notices**

10.1 **Form of Notice**

Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first

class post, prepaid recorded delivery to the address of the party as set out at the front of this Agreement or as otherwise notified in writing from time to time.

**10.2 Deemed service**

Except as referred to in sub-clause 10.3, a notice shall be deemed to have been served:

~~(a) at the time of delivery if delivered personally; and~~

(b) 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address.

If the deemed time of service is not during normal business hours in the country of receipt, the notice shall be deemed served at the opening of business on the next business day of that country.

**10.3 Exceptions**

The deemed service provisions set out in sub-clause 10.2 do not apply to a notice served by post, if there is a national or local suspension, curtailment or disruption of postal services which affects the collection of the notice or is such that the notice cannot reasonably be expected to be delivered within 48 hours or 96 hours (as appropriate) after posting.

**10.4 Proof of service**

In proving service it will be sufficient to prove:

(a) in the case of personal service, that it was handed to the party or delivered to or left in an appropriate place for receipt of letters at its address; and

(b) in the case of a letter sent by post, that the letter was properly addressed, stamped and posted.

**10.5 Delaying service**

A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

**11. Governing law and jurisdiction**

**11.1 Governing law**

This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

**11.2 Jurisdiction**

The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

**In witness this Agreement has been executed as a deed and delivered on the date appearing at the head of page 1.**

**SIGNED as a DEED**  
**by CARPHONE WAREHOUSE GROUP** )  
PLC acting by )  
a director )  
in the presence of: )

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

[Redacted Name]

Address:

[Redacted Address]

Occupation:

[Redacted Occupation]

**SIGNED as a DEED**  
**by DIXONS RETAIL PLC** )  
acting by )  
a director )  
in the presence of: )

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

[Redacted Name]

Address:

[Redacted Address]

Occupation:

[Redacted Occupation]

[Redacted Signature]

**SIGNED as a DEED**  
**by ROGER TAYLOR**  
in the presence of:

Signature of witness:

[Redacted Signature]

Name:

[Redacted Name]

Address:

[Redacted Address]

Occupation:

[Redacted Occupation]

**Schedule**

(Deed of adherence)

**This deed of adherence** is made on [●] 20[●●] by [name] of [address] (the "**Covenantor**") in favour of Carphone Warehouse Group plc, whose registered office is at 1 Portal Way, London W3 6RS ("**CPW**") and Dixons Retail plc, whose registered office is at Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 7TG ("**Dixons**") and is supplemental to the Lock-in and orderly market agreement (the "**Agreement**") dated ● 2014 and made between (1) CPW (2) Dixons and (3) Roger Taylor.

**Now this deed witnesses** as follows:

1. The Covenantor hereby confirms that it has been supplied with a copy of the Agreement and hereby irrevocably and unconditionally covenants with and undertakes to each of CPW and Dixons to observe, perform and be bound by all the terms of the Agreement as if it were a party thereto and named therein as the Shareholder.
2. This Deed shall be governed by and construed in accordance with English law.

**In witness** this Deed has been executed as a deed and delivered on the date first written above.

**[Insert appropriate execution clause]**

**Executed as a Deed** )  
(but not delivered until the date )  
appearing at the head of page 1) )  
by [●] **Limited** )  
acting by: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR**

**Executed as a Deed** )  
(but not delivered until the date )  
appearing at the head of page 1) )  
by [●] **Limited** )  
acting by [●], a director )  
in the presence of: )

\_\_\_\_\_  
Director

*Signature of witness:*

*Name:*

*Address:*

*Occupation:*

OR

Executed as a Deed )  
(but not delivered until the date )  
appearing at the head of page 1) )  
by [•] plc )  
acting by: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

OR

Executed as a Deed )  
(but not delivered until the date )  
appearing at the head of page 1) )  
by [•] plc )  
acting by [•], a director )  
in the presence of: )

\_\_\_\_\_  
Director

*Signature of witness:*

*Name:*

*Address:*

*Occupation:*

OR

Executed as a Deed by )  
(but not delivered until the date )  
appearing at the head of page 1) )  
by [•] )  
in the presence of: )

\_\_\_\_\_

*Signature of witness:*

*Name:*

*Address:*

*Occupation:*