

**Edward Vandyk on behalf of himself and certain persons acting in concert with him**

To: Evolve Capital Plc ("**Offeror**")  
223a Kensington High Street  
London W8 6SG

and

Fairfax I.S. PLC ("**Adviser**")  
46 Berkeley Square  
Mayfair  
London W1J 5AT

September 2011

**PROPOSED OFFER FOR ASTAIRE GROUP PLC**

1. I, on behalf of myself and certain persons who are acting in concert with me, namely Susan Vandyk, William Vandyk, Anouska Vandyk and Thomas Vandyk (the "**Concert Party**"), understand that:
  - 1.1 the Offeror intends to acquire the entire issued and to be issued share capital of Astaire Group PLC ("**Target**") not already owned by it on the basis described in the draft announcement attached hereto marked "A" ("**Announcement**") by way of a court-sanctioned scheme of arrangement under Part 26 of the Companies Act 2006 (referred to in this undertaking as the "**Scheme**") (a draft circular to Target's shareholders containing details of the same being attached hereto marked "B") (the transactions pursuant to the Scheme being referred to as the "**Acquisition**"); and
  - 1.2 the Acquisition will be substantially on the terms and subject to the conditions to be set out in the Announcement together with such additional terms and conditions as may be required to comply with the AIM Rules for Companies ("**AIM**") and the City Code on Takeovers and Mergers ("**City Code**") or any relevant securities exchange, the requirements of the Panel on Takeovers and Mergers and any other applicable law or regulation or additional terms imposed by the Court and/or agreed between the Offeror and the Target.

Each of the undertakings given by me in this deed are given on behalf of each member of the Concert Party in respect of their interests in shares in Astaire Group Plc.

2. Subject to clause 3, I irrevocably undertake to the Offeror and Adviser that:
  - 2.1 the Concert Party is the registered holder of (or is otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of) the number of ordinary shares as set out opposite each member's name in paragraph 1 of the Schedule to this undertaking ("**Shares**") (which expression shall include any other shares in the Target



issued after the date hereof which are attributable to or derived from such Shares).

- 2.2 I am able to and have all relevant rights, powers and authority, and have obtained all necessary authorisations, approvals, consents and licences required by me (all of which are unconditional and remain in full force and effect) to enter into and perform and procure the performance of this undertaking.
- 2.3 I shall procure that the registered holder of the Shares shall, in person or by proxy, cast all votes (whether on a show of hands or on a poll) in relation to the Shares at the Court Meeting of the Independent Shareholders ("**Court Meeting**") and the Target General Meeting in favour of the resolution to approve the Scheme, the reduction of the Target's share capital, the amendment of the Target's articles of association together with any other resolutions ("**Resolutions**") set out in the notices convening those meetings to be included in the Scheme Circular.
- 2.3.1 I shall procure that the registered holder of the Shares shall duly accept or procure acceptance of the Cash Offer in accordance with the terms of the Scheme in respect of the Shares and shall forward, if applicable, the relevant share certificate(s) at the time of acceptance or a form of indemnity acceptable to the directors of the Target in respect of any lost certificate(s) at the time of acceptance and, if applicable, in respect of any Shares held in uncertificated form, take any action which may reasonably be required to ensure valid acceptance of the Cash Offer; and
- 2.3.2 notwithstanding that the terms of the Offer Document will confer rights of withdrawal on accepting shareholders, I shall not withdraw any acceptance of the Cash Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised.
- 2.4 I shall not and I shall procure that the registered holder of the Shares shall not:
- 2.4.1 approve or accept any offer in respect of or sell, transfer, charge, pledge or grant any option or encumbrance over or otherwise dispose of, or permit the sale, transfer, pledge or grant of any option or encumbrance over or the disposal of, any of the Shares or any interest in any of the Shares except under the Acquisition;
- 2.4.2 accept or permit to be accepted any other offer in respect of any of the Shares (whether it is conditional or unconditional and irrespective of the means by which it is to be implemented) other than pursuant to the Acquisition; or
- 2.4.3 acquire any further interest in any shares or securities in the Target.
- 2.5 If on or before 11:59 p.m. on the fourteenth day after a Higher Competing Offer (as defined below) is announced, the Offeror announces a revised Scheme the value of which represents, in the reasonable opinion of the Target's financial adviser, an improvement over the value of the

consideration under the Higher Competing Offer, clause 3.1.3 shall no longer apply and the obligations set out in this undertaking shall once more apply. During the 14-day period I shall not accept the Higher Competing Offer. If the Offeror does not announce a revised Scheme in accordance with this paragraph on or before 11:59 p.m. on the fourteenth day after a Higher Competing Offer is announced, my obligations under this undertaking shall lapse.

3.

3.1 All undertakings in this undertaking shall lapse if:

3.1.1 the Scheme closes, lapses or is withdrawn in accordance with its respective terms;

3.1.2 the Scheme Effective Date has not occurred by the date falling 5 months from the date hereof (or such later date as the Offeror and the Target may, with the consent of the Panel on Takeovers and Mergers, agree); or

3.1.3 a person other than the Offeror or a subsidiary of the Offeror or any person acting in concert with the Offeror announces a firm intention to make an offer (in accordance with Rule 2.5 of the City Code) for the whole of the issued share capital of the Target, provided that the value of the consideration represents an improvement of at least 10 per cent over the value of the consideration available under the Cash Offer as at the date on which such firm intention to make an offer is announced (a "**Higher Competing Offer**"). A person will be deemed to have announced an offer when a copy of the announcement required by Rule 2.5 of the City Code is received (whether by fax or otherwise) by the Panel.

3.2 In the event of a lapse in the obligations of the parties pursuant to this clause neither party shall have a claim against the other.

3.3 I agree that damages alone would not or may not be an adequate remedy for breach of this undertaking and that the Offeror shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this deed.

4. I acknowledge that nothing in this undertaking obliges the Offeror to proceed with the Acquisition if it is not required to do so under the Takeover Code.

4.1 I understand that, if a Scheme Document is issued, this undertaking will be made available for inspection during the period of the Scheme and that particulars of it will be contained in the Scheme Document. I undertake to provide the Offeror and the Adviser with all such further information in relation to my interest and that of any person connected with me as the Offeror or the Adviser may reasonably require in order to comply with the requirements of the London Stock Exchange, the Panel and any other legal or regulatory requirements for inclusion in the Scheme Document or any other document contemplated by the Scheme Document.

- 4.2 I am not the customer or deemed customer of the Adviser and the Adviser does not owe me any duties or responsibilities (whether as regards best execution, suitability or otherwise) in connection with the Scheme as its customer or deemed customer.
- 4.3 The obligations and provisions set out in this deed apply equally to the person from whom I am to procure approval of the Scheme as specified in paragraph 2 of the schedule (which is applicable in the case of each member of the Concert Party save for William Vandyk), and I shall procure the observance by such person of the terms of this deed as if they were a party to it.
- 4.4 In this undertaking:
- 4.4.1 references to a person having an "interest in shares" include all interests which a person would be required to notify to the Target if he were a director of the Target;
- 4.4.2 except where the context requires otherwise, the definitions used in this undertaking shall have the meanings given to them in the Announcement;
- 4.4.3 the expression the "Cash Offer" shall (where appropriate) extend to any similar or increased cash offer made pursuant to a Scheme; and
- 4.4.4 except as expressly stated in this undertaking, a person who is not a party to this undertaking, may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999.
- 4.5 Any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or so extended time shall be of the essence.
- 4.6 This undertaking shall bind my successors and assigns.
- 4.7 This undertaking shall be governed by English law and I agree to submit to the jurisdiction of the English courts for all purposes in relation to this undertaking.

**IN WITNESS WHEREOF** this deed has been duly executed and delivered the day and year first before written.

## SCHEDULE

### The Shares

1. Registered in the name of a Concert Party member:

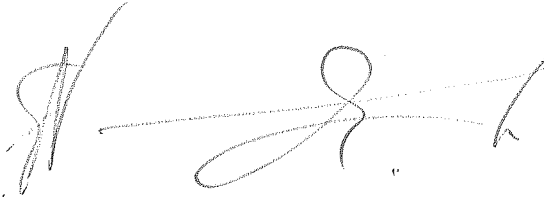
<b>Exact name(s) and address(es) as per register of members</b>	<b>Number of Ordinary Shares held in Target</b>
William Vandyk Malting Lane Much Hadham Hertfordshire SG10 6AN	675,000

2. Beneficially owned by members of the Concert Party but registered in the name of a nominee

**Exact name(s) and address(es)  
as per register of members**

<b>Exact name(s) and address(es) as per register of members</b>	<b>Number of Ordinary Shares held in Target</b>
Fiske Nominees Limited Salisbury House London Wall London EC2M 5QS	13,975,000 (as to: Edward Vandyk – 6,150,000 Susan Vandyk – 6,150,000 Anoushka Vandyk – 675,000 Thomas Vandyk – 1,000,000)

**EXECUTED** and delivered as a deed by  
Edward Vandyk  
in the presence of



Witness Signature: 

Full Name: CATHERINE CLARE KNOTT

Address: THE GLEBE FLAT  
STOCKCROSS  
NEWBURY RG20 8LL

Occupation: HOUSEKEEPER.