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FOR IMMEDIATE RELEASE

6 September 2011

ASTAIRE GROUP PLC

**RECOMMENDED SCHEME OF ARRANGEMENT TO
CANCEL THE ASTAIRE SHARES NOT HELD BY EVOLVE CAPITAL PLC
IN EXCHANGE FOR
EITHER CASH OR NEW EVOLVE SHARES**

Recommended Scheme Summary

- The Boards of Evolve and Astaire are pleased to announce a Scheme of Arrangement which, if approved by Astaire Shareholders, will result in the Astaire Shares not already held by Evolve (“Scheme Shares”) being cancelled by way of a reduction of capital. The holders of the Scheme Shares being cancelled can elect to receive either cash or new Evolve Shares.
- The Cash Consideration of 2p per Scheme Share amounts to a maximum of £1,904,838, depending on the number of Scheme Shareholders who elect to receive cash. It will be paid out of Astaire’s existing net cash balances which amount to approximately 2p per Astaire Share.
- The Share Consideration will comprise 7 New Evolve Shares for every 5 Scheme Shares cancelled and will amount to up to 32 per cent. of Evolve’s enlarged share capital depending on the proportion of Astaire Shareholders who elect to receive Evolve Shares.
- The Cash Consideration values the entire issued share capital of Astaire at approximately £4.106 million and represents a premium of approximately 150 per cent. to the closing price of 0.8 pence per Astaire Share on 12 July 2011, being the last Business Day prior to the announcement of a possible Scheme.
- The Share Consideration values each Astaire Share at approximately 1.82 pence, based on the closing price of 1.3 pence for an Evolve Share on 6 September 2011 and values the entire issued share capital of Astaire at £3.737 million. The Share Consideration represents a premium of 128 per cent. per cent. to the Closing Price of 0.8 pence per Astaire Share on 12 July 2011 (being the last Business Day prior to the announcement of a possible Scheme).
- The Scheme will be conditional on 75 per cent. of the votes cast by a majority of the Independent Astaire Shareholders (being the Astaire Shareholders other than Evolve) voting in favour of the Scheme at a Court Meeting and a special resolution being passed at a General Meeting of Astaire.
- The Evolve Board believes that the implementation of the proposed Scheme could lead to the following benefits for Evolve Shareholders:
 - the 2p Cash Consideration per Astaire Share is less than the net asset value per Astaire Share; consequently, the more valid elections to receive cash, the greater the net assets per Evolve Share will be following the Scheme becoming effective, benefitting both existing Evolve Shareholders and the former Astaire Shareholders who elect to receive Evolve Shares; and
 - greater flexibility to deploy assets within the Enlarged Group and cost reductions as a result of having one group company with external shareholders rather than two.

- The Directors of Astaire believe that the implementation of the proposed Scheme could lead to the following benefits to the Scheme Shareholders:
 - as there can be no guarantee that Astaire's shares will continue to be suitable to be traded on AIM, there is a significant risk that Astaire Shares could become unquoted, whether or not a resolution to cancel their admission to AIM is passed by (or even put to) Astaire Shareholders;
 - as a subsidiary of Evolve, Astaire's investing policy requires Evolve's approval regardless of the attitude of other Astaire Shareholders who may or may not be content with a policy proposed by Evolve, but whose ability to realise the underlying value of their Astaire Shares is limited as a result of Astaire Shares trading at a significant discount to the net asset value per Astaire Share in a relatively illiquid market;
 - the Scheme is intended to enable Astaire Shareholders who wish to continue to hold their investment to exchange their Astaire Shares for Evolve Shares. As some of the assets of both Astaire and Evolve are unquoted and / or subject to contingent liabilities, it is difficult to determine a reliable valuation for their respective net assets per share, however the share exchange ratio of 7 Evolve Shares for every 5 Astaire Shares under the proposed Scheme is intended to reflect the relative net assets per share of both companies. While some decrease in net assets will arise from the costs of the Scheme, this will be offset by the redemption of some Astaire Shares at a discount to their underlying net asset if (as expected) a significant proportion of Astaire Shareholders elect to receive the Cash Consideration; and
 - the Cash Consideration and the Share Consideration represent an increase in value for Astaire Shareholders of 150 per cent. and 128 per cent. respectively.
- The Scheme Document will be posted to Astaire Shareholders and a circular containing notice of the General Meeting will be sent to Evolve shareholders as soon as practicable.
- In view of the Astaire Directors' close association with Evolve, they are not deemed to be sufficiently independent to give a recommendation to Scheme Shareholders. Accordingly Fairfax, which is acting as financial adviser to Astaire, has agreed to consider whether the Scheme is in the best interests of Scheme Shareholders.
- Fairfax considers that the Scheme is in the best interests of Scheme Shareholders and recommends that they vote in favour of the Scheme at the Court Meeting and Astaire General Meeting.

James Noble, Chairman of Astaire, said:

"The Board of Astaire is pleased that Fairfax has agreed to recommend the Scheme, as it offers Scheme Shareholders the choice of realising cash or continuing their investment through Evolve shares as they choose. If this transaction does not receive the support of the Astaire shareholders, there can be no guarantee of any cash return to shareholders, as Evolve has a blocking shareholding for any necessary capital reconstruction, without which no payment can be made."

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This summary should be read in conjunction with and is subject to, the full text of this Announcement (including its appendices) set out below. The conditions and further principal terms of the Scheme are set out in Appendix I. Appendix II of this Announcement contains the sources and bases of certain information used in this summary and in the following Announcement. Appendix III contains definitions of certain terms used in this summary and the following Announcement.

Neither this summary nor the full text of this Announcement constitutes or forms part of an offer to purchase or subscribe for any securities. Decisions about whether to vote for the Scheme should be made solely by reference to the Scheme Document which will contain the full terms and conditions of the Scheme, including notices of the relevant meetings and court hearings.

A copy of this announcement and certain information published or otherwise made available by Astaire in connection with the recommended Scheme is available at:
<http://www.astairegroup.co.uk/>

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1. Introduction

The Boards of Evolve and Astaire are pleased to announce the agreed terms of a Scheme of Arrangement under Part 26 of the Companies Act 2006 which, if approved, will result in the Astaire Shares not already held by Evolve being cancelled by way of a reduction of capital. The holders of the Astaire Shares being cancelled can elect to receive either cash or new Evolve Shares.

Evolve holds 110,067,610 Astaire Shares representing 53.6 per cent. of Astaire's issued share capital.

A copy of this announcement and certain information published or otherwise made available by Evolve in connection with the recommended Scheme is available at: www.evolvecapital.co.uk

Information published or otherwise made available by Astaire in connection with the recommended Scheme is available at: www.astairegroup.co.uk

2. Terms of the Scheme

Under the Scheme, which will be on the terms and subject to the Conditions and further terms set out below and in Appendix I, and the full terms and conditions to be set out in the Scheme Document, Scheme Shareholders may elect to receive either:

The Cash Consideration

2 pence in cash for each Astaire Share cancelled

or

The Share Consideration

7 New Evolve Shares for every 5 Astaire Shares cancelled

The Cash Consideration values the entire issued share capital of Astaire at approximately £4.106 million and represents a premium of approximately 150 per cent. to the closing price of 0.8 pence per Astaire Share on 12 July 2011, being the last Business Day prior to the announcement of a possible Scheme.

The Share Consideration values each Astaire Share at approximately 1.82 pence, based on the closing price of 1.3 pence for an Evolve Share on 5 September 2011 and values the entire issued share capital of Astaire at £3.737 million. The Share Consideration represents a premium of 128 per cent. per cent. to the Closing Price of 0.8 pence per Astaire Share on 12 July 2011 (being the last Business Day prior to the announcement of a possible Scheme).

The Share Consideration will comprise a maximum of 133,338,671 New Evolve Shares which will represent to up to 32 per cent. of Evolve's enlarged share capital, depending on the number of Astaire Shareholders who elect to receive Evolve Shares.

3. Background to and Reasons for the Scheme

Since Astaire has sold its businesses and settled the litigation by Izodia PLC, it has ceased to be an operating company and now holds cash and various other assets most of which (by value) are loan notes and other rights to receive payment for subsidiaries it has sold. It also has contingent liabilities under warranties granted to purchasers of those businesses and is aware of potential warranty claims by Rowan Dartington Holdings Limited.

Evolve, as Astaire's holding company, would like to apply Astaire's cash to seek to generate improved investment returns and to repay the outstanding indebtedness of approximately £1.25 million to Kimono, a shareholder in both Astaire and Evolve. However, the Board of Evolve recognises that some Astaire Shareholders may prefer to receive the cash value per Astaire Share.

The Evolve Board believes that the proposed Scheme could lead to the following benefits for Evolve Shareholders:

- the 2p Cash Consideration per Astaire Share is less than the net asset value per Astaire Share; consequently, the more valid elections to receive cash, the greater the net assets per Evolve Share will be following the Scheme becoming effective, benefitting both existing Evolve Shareholders and the former Astaire Shareholders who elect to receive Evolve Shares; and
- greater flexibility to deploy assets within the Enlarged Group and cost reductions as a result of having one group company with external shareholders rather than two.

The Directors of Astaire believe that the Scheme could lead to the following benefits to the Scheme Shareholders:

- as there can be no guarantee that Astaire's shares will continue to be suitable to be traded on AIM, there is a significant risk that Astaire Shares could become unquoted, whether or not a resolution to cancel their admission to AIM is passed by (or even put to) Astaire Shareholders;
- as a subsidiary of Evolve, Astaire's investing policy requires Evolve's approval regardless of the attitude of other Astaire Shareholders who may or may not be content with a policy proposed by Evolve, but whose ability to realise the underlying value of their Astaire Shares is limited as a result of Astaire Shares trading at a significant discount to the net asset value per Astaire Share in a relatively illiquid market;
- the Scheme is intended to enable Astaire Shareholders who wish to continue to hold their investment to exchange their Astaire Shares for Evolve Shares. As some of the assets of both Astaire and Evolve are unquoted and / or subject to contingent liabilities, it is difficult to determine a reliable valuation for their respective net assets per share, however the share exchange ratio of 7 Evolve Shares for every 5 Astaire Shares under the proposed Scheme is intended to be broadly neutral in terms of the net assets per share for shareholders of both companies. While some decrease in net assets will arise from the costs of the Scheme, this will be offset by the redemption of some Astaire Shares at a discount to their underlying net asset if (as expected) a significant proportion of Astaire Shareholders elect to receive the Cash Consideration; and
- the Cash Consideration and the Share Consideration represent an increase in value for Astaire Shareholders of 150 per cent. and 128 per cent. respectively.

4. Information on Evolve

Evolve was incorporated in September 2007 in order to invest in equities, convertible or non-convertible debt and/or options and warrants in companies which are quoted on, or intending to join,

the PLUS-quoted market by way of an IPO. On 28 December 2007 Evolve was admitted to trading on AIM and completed the raising of some £4 million of new equity capital.

Evolve was re-admitted to trading on AIM on 31 December 2008 following a share for share offer by Evolve to acquire the entire issued and to be issued share capital of Blue Oar plc, now renamed Astaire Group PLC, which resulted in Evolve becoming the holding company of the Astaire group, information about which is set out in paragraph 5 below.

The objective of the Evolve Board is to generate capital appreciation from investments over the medium term. The Evolve Directors have a wide range of experience of investing in early stage and smaller companies and recognise that such investments can carry a significant risk whilst also providing the opportunity for significant gain. When investing, the Evolve Directors identify how it will be able to realise its investment within a reasonable timeframe.

The Evolve Directors believe that the PLUS-quoted market provides an ideal opportunity for pre-IPO investment in particular as it combines the discipline included in obtaining a quotation with a cost effective and appropriately regulated market place for smaller companies. The Evolve Directors will also consider the suitability of other such new markets, trading platforms or stock exchanges in the UK should others be established in the future.

Evolve's investments comprise minority shareholdings in:- 3D Diagnostic Imaging plc (safer alternative to x-ray for dentists); Aconite Technology Limited (open platform software for credit cards and similar payment mechanisms); Bluehone Holdings PLC (investment management); Pulse Group PLC (research process outsourcing and support services for market research companies); Woodspen Training PLC (vocational training); and Central Asian Minerals and Resources plc (natural resources acquisition vehicle).

Evolve also has a 100 per cent. interest in St Helens Capital Partners LLP, which is a leading PLUS Corporate Adviser.

Evolve's audited accounts for the 12 months ended 31 December 2010 showed net fee and commission income of £510,000 (12 months ended 31 December 2009, £239,000), a pre-tax loss of £4,164,000 (12 months ended 31 December 2009, £2,016,000 pre-tax profit) and parent company's shareholders' funds of £9,199,000 (31 December 2009, £13,755,000).

Additional information on Evolve is available at www.evolvecapital.co.uk.

5. Information on Astaire

Astaire has implemented a disposal programme following a decision by Evolve to end its active management of Astaire in May 2010 and the restructuring of the Astaire board. It has also defended litigation by Izodia PLC, reaching a settlement in June 2011.

Following the disposals of subsidiaries and other assets, Astaire's assets and liabilities now comprise:

- (i) net cash, net cash equivalents and short term debtors amounting, after providing for the cost of terminating a lease, costs of the scheme and other restructuring costs, to approximately £4.1 million (c. 2.0 pence per Astaire Share);
- (ii) deferred consideration, loan notes and equity interests being the non cash elements of consideration received on the sale of Rowan Dartington & Co. Limited and Dowgate Capital Stockbrokers Limited, in respect of which Astaire and group companies have ongoing exposure under warranties and indemnities given to the purchasers which is capped at the value of the deferred consideration in respect of the Dowgate Capital Stockbrokers disposal and the total consideration in the case of the Rowan Dartington disposal;

- (iii) sundry unquoted investments including investments in the Isambard Fund, Euroclear shares and some warrants and options, the majority of which are currently materially out of the money.

Additional information concerning Astaire is available at: www.astairegroup.co.uk

6. Proposals for the Enlarged Evolve Group

Following the Scheme, it is intended that the Enlarged Group will pursue Evolve's current investment objective and strategy.

7. Employees and Evolve board changes

Astaire has one employee who is expected to resign if the Scheme becomes effective. Evolve has given an assurance that his existing employment rights including pension rights will be fully safeguarded following the Scheme becoming effective.

There will be no change to the Evolve Board as a result of the Scheme.

None of the Astaire Directors nor Evolve Directors will be entitled to receive any additional remuneration or benefit as a result of the Scheme and no ex gratia payments will be paid or benefits awarded.

8. Scheme of Arrangement

The Scheme is a Court-sanctioned scheme of arrangement between Astaire and its Shareholders under Part 26 of the Act, including a reduction of capital under section 645 of the Act. The Scheme procedure requires approval by Independent Astaire Shareholders at the Meetings, sanction of the Scheme by the Court and confirmation by the Court of the cancellation of the Scheme Shares. If the Scheme becomes fully effective in accordance with its terms, Astaire will become a wholly-owned subsidiary of Evolve.

The Scheme, which is subject to the Conditions, set out in Appendix 1, requires approval by Independent Astaire Shareholders at both the Court Meeting and the Astaire General Meeting and the sanction of the Court at the Scheme Court Hearing. The Meetings and the nature of the approvals required to be given at them are described in more detail below. All Shareholders are entitled to attend the Scheme Court Hearing in person or through representation to support or oppose the sanctioning of the Scheme, which includes the Capital Reduction.

The Scheme can only become effective if all Conditions to the Scheme, including Scheme Shareholder approvals and the sanction of the Court, have been satisfied or, where permitted, waived. The Scheme will become effective in accordance with its terms on delivery of office copies of the Scheme Court Order to the Registrar of Companies. Unless the Scheme becomes effective by 30 November 2011, or such later date as Evolve and Astaire may agree and the Court may allow, the Scheme will not become effective and will not proceed.

Before the Court's sanction can be sought for the Scheme, the Scheme requires the approval of Independent Shareholders at the Court Meeting at the passing of the special resolution to be proposed at the separate Astaire General Meeting. The Court Meeting is being held at the direction of the Court to seek the approval of Independent Astaire Shareholders for the Scheme. The Astaire General Meeting is being convened to pass a special resolution to facilitate the implementation of the Scheme and to amend the articles of association of Astaire as described below.

If the Scheme becomes effective, it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting of the General Meeting.

At the Court Meeting voting will be by poll and each Independent Astaire Shareholder present in person or by proxy will be entitled to one vote for each Share held. The approval required at the Court Meeting is a simple majority in number representing 75 per cent. in value of the Scheme Shares held by those Independent Astaire Shareholders present and voting in person or by proxy.

It is intended that the Astaire General Meeting will be convened as soon as the Court Meeting is concluded or adjourned to consider and, if thought fit, pass a special resolution (which requires a vote in favour of not less than 75 per cent. of the votes cast in person or by proxy), inter alia, to:

- (i) approve the Scheme and certain related matters;
- (ii) approve the cancellation of the Scheme Shares and subsequent issue of New Evolve Shares or payment of cash to the holders of Scheme Shares in accordance with the Scheme.

The Scheme will contain a provision for Astaire and Evolve jointly to consent on behalf of all persons concerned to any modification of, or addition to, the Scheme or to any condition approved or imposed by the Court. The Court would be unlikely to approve or impose any modification of, or addition or condition to, the Scheme which might be material to the interests of the Scheme Shareholders unless Scheme Shareholders were informed of such modification, addition or condition. It would be a matter for the Court to decide, in its discretion, whether or not a further meeting of Independent Astaire Shareholders should be held in those circumstances.

The Scheme Document will include full details of the Scheme, together with notices of the Scheme Meeting and the Astaire General Meeting and the expected timetable, and will specify the action to be taken by Independent Astaire Shareholders

Astaire and Evolve have entered into an implementation agreement which governs their relationship until the Scheme becomes effective, lapses or is withdrawn and in that agreement the parties have agreed to co-operate to implement the Scheme. As Evolve is a related party of Astaire (as defined in the AIM Rules), Fairfax, as Nominated Adviser to Astaire, has been consulted about the implementation agreement and the terms of the Scheme. Fairfax considers the terms of the Scheme and the implementation agreement to be fair and reasonable insofar as Scheme Shareholders are concerned.

9. Conflicts of interest and recommendation

In view of the Astaire Directors' close association with Evolve, they are not deemed to be sufficiently independent to give a recommendation to Scheme Shareholders. Accordingly Fairfax, which is acting as financial adviser to Astaire, has agreed to consider whether the Scheme is in the best interests of Scheme Shareholders.

Fairfax considers that the Scheme is in the best interests of Scheme Shareholders and recommends that they vote in favour of the Scheme at the Court Meeting and Astaire General Meeting.

Fairfax makes no recommendation as to whether Scheme Shareholders should elect to receive the Cash Consideration or the Share Consideration under the Scheme.

The Independent Evolve Directors, who have been so advised by Allenby Capital, consider the terms of the Scheme to be fair and reasonable as far as Evolve Shareholders are concerned and in the best interests of Evolve shareholders as a whole. In giving their advice, Allenby has taken into account the commercial assessments of the Independent Evolve Directors.

Mr David Snow, who is a Director of both Evolve and of Astaire, took no part in either board's consideration of the Scheme.

10. Financing the Cash Consideration and cash confirmation

The Cash Consideration of 2p per Scheme Share amounts to a maximum cash payment of £1,904,838, if all Scheme Shareholders elect to receive cash. This will, if the Scheme becomes effective, be paid out of Astaire's cash balances which amount to approximately 2p per Astaire Share.

Fairfax is satisfied that Astaire has available the necessary resources to satisfy the cash payable if all Scheme Shareholders elect to receive the Cash Consideration.

11. Number of Astaire Shares and Evolve Shares in issue

Evolve has 283,356,099 ordinary shares of 0.1p each in issue with ISIN Number GB00B29WXB29.

Astaire has 205,309,518 ordinary shares of 0.1p each in issue with ISIN Number GB0031792194.

Neither Evolve nor Astaire holds any of its own shares in treasury.

12. Shareholdings of persons deemed to be acting in concert with Evolve

The shareholdings of Evolve Directors in both Evolve and Astaire have been disclosed in accordance with Rule 8 of the Takeover Code on 27 July 2011 and have not changed since that time.

In addition to the Evolve Directors, the persons deemed to be acting in concert with Evolve, their holdings in Evolve and percentage of Evolve's issued share capital are:

	Evolve Shares	%
Kimono ⁽¹⁾	16,878,560	5.96%
Thomas Vaughan	14,349,498	5.06%
Edward Vandyk	6,948,500	2.45%
Anouskha Vandyk	176,527	0.06%
Thomas Vandyk	199,304	0.07%
William Vandyk	612,342	0.22%
Susan Vandyk	5,207,951	1.84%
Total	44,372,682	15.66%

- (1) The adult children of Oliver Vaughan (Jamie Vaughan, Jeremy Vaughan and Tara Vaughan) are the sole beneficial owners in equal proportion of the Evolve Shares held by Kimono.

In addition to the Evolve Directors, the persons deemed to be acting in concert with Evolve, their holdings in Astaire and percentage of Astaire's issued share capital are:

	Astaire Shares	%
Kimono ⁽¹⁾	6,000,000	2.92%
Edward Vandyk	6,150,000	2.99%
Susan Vandyk	6,150,000	2.99%
Thomas Vandyk	1,000,000	0.49%
William Vandyk	675,000	0.33%
Anouskha Vandyk	675,000	0.33%
Total	20,650,000	10.06%

- (1) The adult children of Oliver Vaughan (Jamie Vaughan, Jeremy Vaughan and Tara Vaughan) are the sole beneficial owners in equal proportion of the Astaire Shares held by Kimono.

13. Cancellation of admission to trading of Astaire and re-registration

The last day of dealings in, and registration of transfers of, Astaire Shares, will be the Business Day immediately prior to the Court Hearing, following which Astaire will seek a suspension of dealings in Astaire Shares from AIM. No transfers of Astaire Shares will be registered after that date.

It is anticipated that an application will be made to the London Stock Exchange to cancel trading in Astaire's Shares on AIM, to take effect on the Effective Date.

On the Effective Date, share certificates in respect of Scheme Shares held in certificated form which are to be cancelled will cease to be valid documents of title and should be destroyed or, at the request of Astaire, delivered up to Astaire, or to any person appointed by Astaire to receive the same. On the Effective Date, entitlements to Scheme Shares held within CREST will be cancelled.

14 Overseas Shareholders

This announcement has been prepared for the purposes of complying with English law and the City Code and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside the UK.

It is the responsibility of any person into whose possession this announcement comes to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection with the Scheme and all matters related to it including the obtaining of any governmental, exchange control or other consents which may be required and/or compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes or levies due in such jurisdiction. This announcement does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for shares in any jurisdiction in which such offer or solicitation is unlawful.

In particular, the Scheme or the Scheme Document or the offer of new Evolve Shares being made under it is not being made, directly or indirectly, in, into or from or by the use of the mails of or any means or instrumentality (including, without limitation, by means of facsimile transmission, telex, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or by any facility of a national, state or other securities exchange of, any Restricted Jurisdiction, or in any other jurisdiction if to do so would constitute a violation of the relevant laws of such jurisdiction and the Scheme, when made, will not be capable of acceptance by any such use, means, instrumentality or facility from or within any Restricted Jurisdiction where to do so would constitute a breach of any relevant securities laws of that Restricted Jurisdiction. Accordingly, copies of this Announcement are not being, and must not be, mailed or otherwise distributed or sent in or into or from any Restricted Jurisdiction or any such other jurisdiction. Doing so may render invalid any purported acceptance of the Scheme. Evolve will retain the right to permit the Scheme to be accepted and any sale of any securities pursuant to the Scheme to be completed if, in its sole discretion, it is satisfied that the transaction in question can be undertaken in compliance with applicable law and regulation.

Overseas Shareholders should consult their own legal and tax advisers with respect to the legal and tax consequences of the Scheme.

15. General

The Scheme Document, containing the full terms of the Scheme, will be posted to Astaire Shareholders as soon as possible, but in any event, within 28 days of today's date. The conditions to the Scheme are set out in Appendix I to this Announcement and, together with certain further terms of the Scheme, will also be set out in full in the Scheme Document and in the Forms of Proxy. In deciding whether to accept the Scheme, Astaire Shareholders should rely on the information contained in, and follow the procedures described in, the Scheme Document and, if applicable, the Form of Proxy.

The availability of the Scheme to Astaire Shareholders not resident in or citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are citizens or in

which they are resident. Such persons should inform themselves about and observe any applicable legal or regulatory requirements of any such relevant jurisdiction.

This Announcement does not constitute, or form part of, an offer or an invitation to purchase or subscribe for any securities. The Scheme will be made solely by way of the Scheme Document, and, where appropriate, the related Forms of Proxy which together will contain the full terms and conditions of the Scheme, including details of how to vote on the Scheme.

Astaire Shareholders who vote for the Scheme may only rely on the Scheme Document and, where appropriate, the related Forms of Proxy for all the terms and the condition of the Scheme. In deciding whether or not to vote for the Scheme in relation to their Scheme Shares, Astaire Shareholders should rely only on the information contained, and procedures described, in the Scheme Document, the accompanying and, where appropriate, the related Forms of Proxy. Astaire Shareholders are strongly advised to read the Scheme Document being posted to them shortly, or in any event within 28 days of this Announcement, which contains important information with respect to the Scheme.

Fairfax, which is authorised and regulated in the United Kingdom by the Financial Services Authority, has authorised this Announcement for the purposes of section 21 of FSMA. The principal place of business of Fairfax I.S. PLC is 46 Berkeley Square, London W1J 5AT. Fairfax is acting exclusively for Astaire and no one else in connection with the Scheme and will not be responsible to anyone other than Astaire for providing the protections afforded to customers of Fairfax or for providing advice in relation to the Scheme or any other matter referred to herein.

Allenby Capital, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting exclusively for Evolve and no one else in connection with the Scheme and will not be responsible to anyone other than Evolve for providing the protections afforded to customers of Allenby or for providing advice in relation to the Scheme or any other matter referred to herein. The principal place of business of Allenby Capital is Claridge House, 32 Davies Street, London W1K 4ND.

Fairfax, which is acting in concert with Astaire holds no Astaire Shares and no Evolve Shares. Allenby Capital, which is acting in concert with Evolve holds no Astaire Shares and no Evolve Shares. An employee of Allenby holds 21,664 Astaire Shares.

Fairfax and Allenby Capital have given their respective written consents to the release of this Announcement containing references to their names in the form and context in which they appear.

The directors of Astaire accept responsibility for the information contained in this document, save for the information for which the Evolve Directors accept responsibility in accordance with the following paragraph. Save as aforesaid, to the best of the knowledge and belief of the directors of Astaire (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Evolve Directors, accept responsibility for the information contained in this document relating to Evolve, themselves and their immediate families, related trusts and connected persons. To the best of the knowledge and belief of the Evolve Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Announcement contains certain forward-looking statements with respect to (amongst other things) the financial condition, results of operations and business of the Astaire and certain plans and objectives of the Evolve Board. These forward-looking statements, without limitation, can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements often use words such as “anticipate”, “Astaire”, “expect”, “estimate”, “intend”, “plan”,

“goal”, “believe”, “will”, “may”, “should”, “would”, “could” or other words of similar meaning. These statements are based on assumptions and assessments made by the Evolve Directors in light of their experience and their perception of historical trends, current conditions, expected future developments and other factors they believe appropriate. By their nature, forward-looking statements involve risk and uncertainty, and the factors described in the context of such forward-looking statements in this Announcement could cause actual results and developments to differ materially from those expressed in or implied by such forward-looking statements, which are not guarantees of future performance.

Should one or more of these risks or uncertainties materialise, or should underlying assumptions prove incorrect, actual results may vary materially from those described in this Announcement. Astaire and Evolve assume no obligation to update or correct the information contained in this Announcement, whether as a result of new information, future events or otherwise, except to the extent legally required.

The statements contained in this Announcement are made as at the date of this Announcement, unless some other time is specified in relation to them, and service of this Announcement shall not give rise to any implication that there has been no change in the facts set out in this Announcement since such date. Nothing contained in this Announcement shall be deemed to be a forecast, projection or estimate of the future financial performance of Astaire except where expressly stated.

The attention of Evolve Shareholders and Astaire Shareholders is drawn to the fact that under the Code there are certain UK dealing disclosure requirements in respect of relevant securities during an offer period. An Offer Period was deemed to have commenced at 10.41 a.m. on 13 July 2011 when a possible scheme was announced by Evolve and Astaire.

16. Disclosure requirements of the Takeover Code (the “Code”)

Under Rule 8.3(a) of the Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any paper offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any paper offeror is first identified.

An Opening Position Disclosure must contain details of the person’s interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any paper offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any paper offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a paper offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any paper offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any paper offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person’s interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any paper offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a paper offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure, you should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129.

Evolve is a paper offeror for the purposes of the above disclosure requirements.

This Announcement does not constitute, or form part of, an offer or invitation to purchase any securities.

APPENDIX I

Conditions of the Scheme

The Scheme is subject to the following conditions:

- (i) the passing of resolutions at the Astaire General Meeting and the Court Meeting and the Scheme otherwise becoming effective in accordance with its terms;
- (ii) the sanction of the Court to the Company paying or otherwise discharging the liability of Evolve for the Cash Alternative payable pursuant to the Scheme notwithstanding that the same might constitute financial assistance within the meaning of Chapter 2 of Part 18 of the Companies Act 2006;
- (iii) application having been made for the New Evolve Shares to be admitted to trading on AIM;
- (iv) since 6 September 2011 (being the date upon which the Scheme was announced), save in relation to the Scheme and the cancellation of Share Premium Account, Astaire not having:
 - (a) issued or agreed to issue or authorised or proposed the issue of additional shares of any class or issued or authorised or proposed the issue of or granted securities convertible into or rights, warrants or options to subscribe for or acquire such shares or convertible securities or redeemed, purchased or reduced or announced any intention to do so or made any other change to any part of its share capital;
 - (b) recommended, declared, paid or made or proposed to recommend, declare, pay or make any dividend, bonus or other distribution;
 - (c) authorised or proposed or announced any change in its share or loan capital;
 - (d) issued or authorised or proposed the issue of any debentures or (other than by operation of any rate of interest applying to such indebtedness or liability) incurred or increased any indebtedness or liability (actual or contingent) which in any case is material in the context of Astaire;
 - (e) disposed of or transferred, mortgaged or encumbered any asset or any right, title or interest in any asset or entered into or varied any contract, commitment or arrangement (whether in respect of capital expenditure or otherwise) which is of a long term or unusual nature or which involves or could involve an obligation of a nature or magnitude which is material or is otherwise than in the ordinary course of business or could reasonably be regarded as restricting the business of Astaire or Evolve or authorised, proposed or announced any intention to do so;
 - (f) entered into, or varied the terms of, any contract or agreement with any of the directors of Astaire;
 - (g) taken or proposed any corporate action or had any legal proceedings started or threatened against it for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any of its assets and revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction which in any case is material in the context of Astaire;
 - (h) waived or compromised any claim other than in the ordinary course of business which is material in the context of Astaire;
 - (i) made any amendment to its articles of association or other incorporation documents;
 - (j) been unable or admitted that it is unable to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased

- or threatened to cease carrying on all or a substantial part of its business;
- (k) entered into any contract, commitment or agreement or passed any resolutions with respect to any of the transactions, matters or events referred to in this condition (iii);
- (v) since 6 September 2011 (being the date upon which the Scheme was announced), save in relation to the Scheme, Evolve not having:
- (a) issued or agreed to issue or authorised or proposed the issue of additional shares of any class or issued or authorised or proposed the issue of or granted securities convertible into or rights, warrants or options to subscribe for or acquire such shares or convertible securities or redeemed, purchased or reduced or announced any intention to do so or made any other change to any part of its share capital;
 - (b) recommended, declared, paid or made or proposed to recommend, declare, pay or make any dividend, bonus or other distribution;
 - (c) authorised or proposed or announced any change in its share or loan capital;
 - (d) issued or authorised or proposed the issue of any debentures or (other than by operation of any rate of interest applying to such indebtedness or liability) incurred or increased any indebtedness or liability (actual or contingent) which in any case is material in the context of Astaire;
 - (e) disposed of or transferred, mortgaged or encumbered any asset or any right, title or interest in any asset or entered into or varied any contract, commitment or arrangement (whether in respect of capital expenditure or otherwise) which is of a long term or unusual nature or which involves or could involve an obligation of a nature or magnitude which is material or is otherwise than in the ordinary course of business or could reasonably be regarded as restricting the business of Astaire or Evolve or authorised, proposed or announced any intention to do so;
 - (f) entered into, or varied the terms of, any contract or agreement with any of the directors of Evolve;
 - (g) taken or proposed any corporate action or had any legal proceedings started or threatened against it for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any of its assets and revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction which in any case is material in the context of Evolve;
 - (h) waived or compromised any claim other than in the ordinary course of business which is material in the context of Evolve;
 - (i) made any amendment to its memorandum or articles of association or other incorporation documents;
 - (j) been unable or admitted that it is unable to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
 - (k) entered into any contract, commitment or agreement or passed any resolutions with respect to any of the transactions, matters or events referred to in this condition (v);
- (vi) since 31 December 2010 (being the date to which the last annual results of Astaire were made up) and save as announced publicly and in each case delivered to a Regulatory Information Service or otherwise fairly disclosed in writing to Evolve by or on behalf of Astaire prior to 5 September 2011:
- (a) no litigation, arbitration, prosecution or other legal proceedings having been instituted, announced or threatened or become pending or remained outstanding by or against Astaire or to which Astaire is or may become a party (whether as plaintiff,

- defendant or otherwise) which in any case is material in the context of Astaire;
- (b) no contingent or other liability of Astaire having arisen or become apparent or increased which in any case is material in the context of Astaire;
 - (c) no adverse change or deterioration having occurred in the business, assets, financial position, profits or prospects of Astaire which in any case is material in the context of Astaire; and
 - (d) no investigation by any Relevant Authority having been threatened, announced, implemented or instituted or remaining outstanding which in any case is material in the context of Astaire;
- (vii) since 31 December 2010 (being the date to which the last annual results of Evolve were made up) and save as announced publicly and in each case delivered to a Regulatory Information Service or otherwise fairly disclosed in writing to Astaire by or on behalf of Evolve prior to 5 September 2011:
- (a) no litigation, arbitration, prosecution or other legal proceedings having been instituted, announced or threatened or become pending or remained outstanding by or against Astaire or to which Astaire is or may become a party (whether as plaintiff, defendant or otherwise) which in any case is material in the context of Astaire;
 - (b) no contingent or other liability of Astaire having arisen or become apparent or increased which in any case is material in the context of Astaire;
 - (c) no adverse change or deterioration having occurred in the business, assets, financial position, profits or prospects of Astaire which in any case is material in the context of Astaire; and
 - (d) no investigation by any Relevant Authority having been threatened, announced, implemented or instituted or remaining outstanding which in any case is material in the context of Astaire;

Evolve reserves the right to waive all or any of conditions (iv) and (vi) above, in whole or in part. Astaire reserves the right to waive all or any of conditions (v) and (vii) above, in whole or in part. Conditions (i) to (vii) above must be fulfilled by 30 November 2011 failing which the Scheme will lapse. Evolve shall be under no obligation to waive or treat as satisfied any of conditions (iv) and (vi) by a date earlier than the latest date specified above for the satisfaction thereof notwithstanding that the other conditions of the Scheme may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such conditions may not be capable of fulfilment. Astaire shall be under no obligation to waive or treat as satisfied any of conditions (v) and (vii) by a date earlier than the latest date specified above for the satisfaction thereof notwithstanding that the other conditions of the Scheme may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such conditions may not be capable of fulfilment.

If conditions (i) and (ii) are satisfied but any of the other conditions above are not either satisfied or waived, the Scheme will become effective as if all Scheme Shareholders elected to receive Cash Consideration.

Appendix II

Bases and sources and documents available on websites

Bases and sources

In this Announcement, unless otherwise stated or the context otherwise requires, the following bases and sources have been used:

The prices of Astaire Shares on a particular date are derived from the Closing Price for that date.

Information available on websites

Certain information published or otherwise made available by Evolve in connection with the recommended Scheme is available at: www.evolvecapital.co.uk

As at the time of the release of this document the information available on Evolve's website comprises:

- (i) Holding announcement dated 13 July 2011
- (ii) Disclosure of shareholdings under Rule 8.1(a) dated 27 July 2011

Information published or otherwise made available by Astaire in connection with the Scheme is available at: www.astairegroup.co.uk

- (i) Holding announcement dated 13 July 2011
- (ii) Disclosure of shareholdings under Rule 8.1(a) dated 26 July 2011
- (iii) this announcement; and
- (iv) Implementation agreement relating to the Scheme between Astaire and Evolve

APPENDIX III

Definitions

The following definitions apply throughout this document, unless the context requires otherwise:

“Act”	the Companies Act 2006, as amended from time to time
“Allenby Capital”	Allenby Capital Limited, nominated adviser and broker to Evolve
“Astaire”	Astaire Group PLC
“Astaire Share”	the existing unconditionally allotted or issued and fully paid (or credited as fully paid) ordinary shares of 0.1p each in the capital of Astaire but excluding any such shares held or which become held in treasury
“Astaire Shareholders”	the holders of Astaire Shares
“Astaire Directors” or “Astaire Board”	the directors of Astaire as at the date of this document
“Astaire General Meeting”	the general meeting to be convened by Astaire in relation to the Scheme
“Capital Reduction”	the reduction of capital by Astaire pursuant to the Scheme
“Cash Consideration”	the right of Scheme Shareholders to elect to receive a consideration pursuant to the Scheme equal to 2 pence per Scheme Share
“City Code” or “Takeover Code”	the City Code on Takeovers and Mergers (as amended or interpreted from time to time by the Panel)
“Closing Price”	the closing middle market quotation of a share on the relevant date as derived from the AIM Appendix to the Daily Official List
“Court”	the High Court of Justice in England and Wales
“Court Meeting”	the meeting of Scheme Shareholders convened by the Court to vote on the Scheme
“Daily Official List”	the daily official list of the London Stock Exchange
“Enlarged Group”	Evolve and its subsidiaries following the Scheme becoming effective
“Enlarged Share Capital”	the entire issued share capital of Evolve following the issue of the New Evolve Shares
“Evolve”	Evolve Capital PLC
“Evolve Directors” or “Evolve Board”	the Directors of Evolve as at the date of this announcement
“Evolve Shareholders”	the holders of Evolve Shares

“Evolve Shares”	the ordinary shares of 0.1p each in the capital of Evolve
“New Evolve Shares”	the Evolve Shares to be allotted and issued pursuant to the Scheme
“Existing Evolve Shares”	the 283,356,099 Evolve Shares in issue at the date of this document
“Fairfax”	Fairfax I.S. PLC, financial adviser and Nominated Adviser to Astaire
“Forms of Proxy”	the forms of proxy for use by Independent Astaire Shareholders in connection with the Meetings
“FSA”	the Financial Services Authority
“FSMA”	the Financial Services and Markets Act 2000
“Independent Astaire Shareholders”	the holders of Existing Astaire Shares other than Evolve
“Independent Directors of Evolve”	Michael Jackson and Oliver Vaughan
“Kimono”	Kimono Investment Holdings Limited, a company incorporated in the British Virgin Islands and a shareholder of Evolve and of Astaire
“London Stock Exchange”	London Stock Exchange PLC
“Scheme”	the scheme of arrangement of Astaire pursuant to Part 26 of the Act subject to the conditions to be set out in the Scheme Document and any election available in connection with it
“Scheme Court Hearing”	the court hearing to approve the Scheme
“Scheme Document”	the document to be sent to Astaire Shareholders containing the Scheme
“Scheme Share”	an Astaire Share which is not beneficially owned by Evolve
“Panel” or “Takeover Panel”	the Panel on Takeovers and Mergers
“Resolution”	the ordinary resolution to be proposed at the General Meeting relating to the Scheme
“Restricted Jurisdiction”	the United States, Canada, Australia, the Republic of South Africa or Japan
“United States”	the United States of America, its territories and possessions, any states of the United States and the District of Columbia and all other areas subject to its jurisdiction of the United States of America