

AGREEMENT AND PLAN OF MERGER

dated as of September 15, 2014

by and among

MICRO FOCUS INTERNATIONAL PLC,

MINERVA MERGER SUB, INC.,

WIZARD PARENT, LLC,

and

THE ATTACHMATE GROUP INC.,

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PLC Approved Budget
 Draft Prospectus
 Announcement
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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Agreement”), dated as of September 15, 2014, is entered into by and among WIZARD PARENT, LLC, a Delaware limited liability company (“Wizard”), *THE ATTACHMATE GROUP INC.*, a Delaware corporation and wholly owned Subsidiary of Wizard (the “Company”), *MICRO FOCUS INTERNATIONAL PLC*, a company organized under the laws of England and Wales (“PLC”), and MINERVA MERGER SUB, INC., a Delaware corporation and wholly owned Subsidiary of PLC (“Merger Sub”).

RECITALS

WHEREAS, the board of directors of the Company (the “Company Board”), upon the terms and subject to the conditions set forth herein, has (i) declared the advisability of this Agreement and approved this Agreement and (ii) resolved to recommend approval and adoption of this Agreement by Wizard, as the sole stockholder of the Company in accordance with Section 5.03(a);

WHEREAS, the board of directors of PLC and the Merger Sub (the “Merger Sub Board”), upon the terms and subject to the conditions set forth herein, has (i) declared the advisability of this Agreement and approved this Agreement and (ii) resolved to recommend approval and adoption of this Agreement by PLC, as the sole stockholder of the Merger Sub in accordance with Section 5.03(b);

WHEREAS, the Company Board and the Merger Sub Board have approved the merger of Merger Sub with and into the Company, with the Company as the surviving corporation, upon the terms and subject to the conditions set forth in this Agreement and General Corporation Law of the State of Delaware (the “DGCL”), whereby all of the issued and outstanding shares of common stock, par value \$0.001 per share of the Company (the “Common Shares”), shall be canceled and converted into the right to receive the Consideration Shares (as defined in Section 2.01(a));

WHEREAS, for U.S. federal income tax purposes, the Parties intend that the Merger qualify as a reorganization within the meaning of Section 368(a) of the Code (as defined herein), and for PLC to be treated as a corporation under Section 367(a) of the Code with respect to each transfer of property thereto in connection with the Merger; and

WHEREAS, Wizard, the Company, PLC and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with the Merger, and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1

THE MERGER

1.14 The Merger. At the Effective Time (as defined in Section 1.02), subject to the terms and conditions of this Agreement and in accordance with the provisions of DGCL, Merger Sub shall be merged with and into the Company (the "Merger"). At the Effective Time, the separate corporate existence of Merger Sub shall cease, and the Company shall (i) continue as the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation"), (ii) succeed to and assume all the rights and obligations of Merger Sub in accordance with DGCL, and (iii) continue to be governed by the laws of the State of Delaware.

1.15 Effective Time. Subject to the provisions of this Agreement, on the Closing Date the parties shall file with the Secretary of State of the State of Delaware a certificate of merger (the "Certificate of Merger"), executed in accordance with the relevant provisions of DGCL. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware (the time at which the Merger becomes effective is herein referred to as the "Effective Time").

1.16 Effects of the Merger. The Merger shall have the effects set forth herein, in the Certificate of Merger and in DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of the Company and the Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and the Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation, all as provided under DGCL.

1.17 Certificate of Incorporation and Bylaws of the Surviving Corporation. At the Effective Time, the Certificate of Incorporation of the Company shall be amended to read in its entirety as the Certificate of Incorporation of Merger Sub, as in effect immediately prior to the Effective Time, provided that the name of the Surviving Corporation shall be as may be set forth by PLC, and as so amended shall be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with applicable law and the Surviving Corporation's Certificate of Incorporation and Bylaws.

(b) The Bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with applicable law and the Surviving Corporation's Certificate of Incorporation and Bylaws.

1.18 Directors. The directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and shall hold office until their respective successors are duly elected or appointed and qualified, or their earlier death, resignation or removal in accordance with applicable law and the Surviving Corporation's Certificate of Incorporation and Bylaws.

1.19 Officers. The officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and shall hold office until their

respective successors are duly elected or appointed and qualified, or their earlier death, resignation or removal.

1.20 Closing. Subject to the satisfaction or waiver of the conditions contained in Article 6 of this Agreement, the closing of the Merger (the “Closing”) shall take place on Admission (as defined in Section 6.01(d) below) at the offices of Kirkland & Ellis LLP, 555 California Street, San Francisco, California 94104 (or at such other place as the Company and PLC may agree in writing). The date on which the Closing occurs is hereinafter referred to as the “Closing Date.”

1.21 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances in law or any other acts are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Company or Merger Sub, each of the Company and Merger Sub and each of their respective officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such deeds, assignments and assurances in law and to take all acts necessary, proper or desirable to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation, and the officers and directors of the Surviving Corporation are authorized in the name of each of the Company and Merger Sub to take any and all such action.

ARTICLE 2

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE COMPANY AND MERGER SUB

2.01 Effect on Common Shares of the Company.

(a) As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any Common Shares, the Company or Merger Sub, all of the Common Shares that are issued and outstanding immediately prior to the Effective Time shall be cancelled and extinguished and converted into the right to receive 86,595,711 PLC Shares (the “Consideration Shares”) (and, for the avoidance of doubt, those 86,595,711 PLC Shares shall be issued after the Share Capital Consolidation, if the Return of Value occurs, and shall not be consolidated), to be allotted and issued to Wizard, as the sole holder thereof. All such Common Shares, when so converted, shall no longer be outstanding and shall automatically be canceled and each holder of a certificate or certificates representing any such Common Shares (which, for purposes of clarity, is Wizard as the sole holder thereof) shall cease to have any rights with respect thereto, except the right to receive the Consideration Shares.

(b) Capital Stock of Merger Sub. As of the Effective Time, each share of common stock, par value \$0.001 per share, of Merger Sub (“Merger Sub Common Stock”) issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holders of Merger Sub Common Stock, the Company or Merger Sub, be converted into one validly issued, fully paid and non-assessable share of common stock, par value \$0.001 per share, of the Surviving Corporation (“Surviving

Corporation Common Stock”). Each certificate that, immediately prior to the Effective Time, represented issued and outstanding shares of Merger Sub Common Stock shall, from and after the Effective Time, automatically and without the necessity of presenting the same for exchange, represent the shares of the Surviving Corporation capital stock into which such shares have been converted pursuant to the terms hereof; provided, however, that the record holder thereof shall receive, upon surrender of any such certificate, a certificate representing the shares of Surviving Corporation Common Stock into which the shares of Merger Sub Common Stock formerly represented thereby shall have been converted pursuant to the terms hereof.

2.02 Exchange of Common Shares in the Merger.

(a) At the Effective Time, Wizard shall deliver the certificate(s) (the “Certificates”) that immediately prior to the Effective Time represented all issued and outstanding Common Shares to PLC. Upon surrender to PLC of the Certificates (which surrender is expected by the parties hereto to occur immediately upon the Effective Time), Wizard shall receive the Consideration Shares in exchange therefor. Until validly surrendered in accordance with the provisions of this Section 2.02, such Certificates shall represent, for all purposes, only the right to receive the Consideration Shares, without any interest or dividends thereon.

(b) The Consideration Shares issued upon the surrender of all Certificates in accordance with this Agreement shall (i) be deemed to have been issued in full satisfaction of all rights pertaining to all such Common Shares formerly represented thereby and (ii) be properly and validly allotted and issued in accordance with the UK’s Companies Act 2006, as amended (the “Companies Act”) to Wizard credited as fully paid and ranking pari passu in all respects with the then existing issued PLC Shares, save that they shall not be entitled to (i) any final dividend in respect of the year ended April 30, 2014 payable or to be made to the shareholders of PLC by reference to a record date prior to the Effective Time (the “Final Dividend”) or (ii) participate in the Return of Value; provided that, if the aggregate amount of the Final Dividend and the Return of Value taken together exceed £108,800,000 then such excess shall be treated in accordance with Section 2.03. After the Effective Time, there shall be no transfers on the stock transfer books of the Surviving Corporation of any Common Shares that were outstanding immediately prior to the Effective Time.

2.03 Equitable Adjustment. The number of Consideration Shares to be issued pursuant to Section 2.01 shall be equitably adjusted to reflect appropriately the effect of any stock split, reverse stock split, consolidation, dividend or other distribution, reorganization, recapitalization, reclassification or other similar change with respect to the capital stock of PLC occurring on or after the date hereof and prior to the Closing; provided that there shall be no such adjustment in connection with an issuance or action concerning the PLC Share Plans, the Return of Value, the Share Capital Consolidation and/or the Final Dividend; provided further that if the aggregate amount of the Final Dividend and the Return of Value taken together shall exceeds £108,800,000 (taken together, such excess over £108,800,000, the “Leakage”), then as an alternative to the number of Consideration Shares being equitably adjusted, Wizard shall receive a cash payment (by way of adjustment to the consideration) of an amount equal to 66.6667% (or, if the Return of Value does not occur, 61.90%) of the Leakage.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF WIZARD AND THE COMPANY

Except as Disclosed in the Data Room and/or in the disclosure schedule delivered by the Company to PLC and Merger Sub prior to the execution of this Agreement (the “Company Disclosure Schedule”) (it being agreed that any disclosure set forth on any particular section of the Company Disclosure Schedule shall be deemed disclosed in another section of the Company Disclosure Schedule) (such matters Disclosed being deemed to qualify the representations and warranties), the Company represent and warrants to each of PLC and Merger Sub as of the date hereof and immediately prior to the Effective Time that:

3.01 Existence and Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all corporate powers required to carry on its business as now conducted, and Wizard is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Wizard owns all of the issued and outstanding shares of the Company’s capital stock, free and clear of any Lien. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect (as defined below). Each of Wizard and the Company has made available to PLC true and complete copies of the certificate of incorporation or bylaws or equivalent organization documents of Wizard and the Company as currently in effect. Neither Wizard nor the Company is in violation of any of the provisions of its certificate of incorporation or bylaws or equivalent organization documents. As used in this Agreement, the term “Company Material Adverse Effect” means any circumstance, effect, event, or change that, individually or in the aggregate (i) had, or is reasonably likely to have, a materially adverse effect on the business, assets, condition (financial or otherwise) or results of operations of the Company and its Subsidiaries, taken as a whole, other than resulting from any Company Excluded Matter or (ii) prevents or materially delays, or is reasonably likely to prevent or materially delay, the ability of the Company and its Subsidiaries to perform their obligations under this Agreement or to consummate the transactions contemplated hereby (the “Transactions”) in accordance with the terms hereof. As used in this Agreement, “Company Excluded Matter” means any one or more of the following: (a) changes in general economic conditions which do not have a materially disproportionate effect on the Company and its Subsidiaries taken as a whole relative to other industry participants, (b) changes affecting the specific industry in which the Company and its Subsidiaries operate which do not have a materially disproportionate effect on the Company and its Subsidiaries taken as a whole relative to other industry participants, (c) changes caused by the taking of any action expressly required by this Agreement, (d) the taking of any action by the Company that has been previously approved in writing by PLC and Merger Sub, (e) changes resulting from a modification after the date of this Agreement in accounting rules applicable to the Company or any of its Subsidiaries, (f) changes resulting from a breach of this Agreement by PLC or Merger Sub, (g) changes resulting from any modification in any Law after the date of this Agreement applicable to the Company or any of its Subsidiaries, (h) any failure of the Company to meet internal projections or forecasts or analysts’ expectations for any financial period, whether as a result of the announcement of the Transactions or otherwise (provided that the underlying causes of such failure shall not be excluded pursuant to this clause (h)), (i) any change in the financial

performance of the Company as a result of the announcement of the Transactions or (j) any act of terrorism or war (whether threatened, pending or declared) or act of civil disturbance, any armed conflict (or any escalation or worsening of any of the same) or any natural disaster.

3.02 Authorization.

(a) Wizard and the Company each have all necessary power and authority to execute and deliver this Agreement and the other agreements referred to in this Agreement, to perform their respective obligations hereunder and thereunder and to consummate the Merger and the Transactions. The execution, delivery and performance by Wizard and the Company of this Agreement and the consummation by Wizard and the Company of the Transactions have been duly and validly authorized by all necessary action on the part of Wizard and the Company and no other proceedings on the part of Wizard or the Company are necessary to authorize this Agreement or to consummate the Transactions, other than, the approval and adoption of this Agreement by Wizard to be obtained in accordance with Section 5.03(a). This Agreement constitutes a valid and binding agreement of Wizard and the Company enforceable against Wizard and the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar applicable Laws affecting creditors' rights generally and by general principles of equity.

(b) At a meeting duly called and held prior to the execution of this Agreement at which all directors of the Company were present, the Company Board duly and unanimously adopted resolutions (i) declaring that this Agreement and the Transactions, including the Merger, are fair to and in the best interests of the Company's stockholders, (ii) approving and declaring advisable this Agreement and the Transactions, including the Merger, in accordance with the requirements of DGCL, and (iii) recommending that Wizard, as the sole stockholder of the Company approve and adopt this Agreement.

3.03 Governmental Authorization. The execution, delivery and performance by the Company of this Agreement and the consummation by Wizard and the Company of the Transactions require no action by or in respect of, or filing with or notification to, any domestic (federal, state or local) or foreign government or governmental, regulatory or administrative authority, agency, commission, board, bureau, court or instrumentality or arbitrator of any kind ("Governmental Authority"), other than (i) the filing of the Merger Certificate with the Delaware Secretary of State and appropriate documents with the relevant authorities of other states in which the Company is qualified to do business, (ii) compliance with applicable requirements of (A) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") and the rules and regulations thereunder and (B) any required consent, approval, authorization, permit, filing or notification pursuant to applicable non-US merger control or competition laws and regulations, or (iii) actions, filings or notice the absence of which would not, individually or in the aggregate, have a Company Material Adverse Effect.

3.04 Non-contravention. The execution, delivery and performance by Wizard and the Company of this Agreement and the consummation by Wizard and the Company of the Transactions do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws or equivalent organization documents of Wizard, the Company or any Subsidiary of the Company, (b) assuming

compliance with the matters referred to in Section 3.03, contravene, conflict with, or result in a violation or breach of any foreign or domestic (federal, state or local) law, statute, ordinance, rule, regulation, permit, license, injunction, writ, judgment, decree or order (each, a “Law” and, collectively, “Laws”) applicable to Wizard, the Company or any of its Subsidiaries or by which any asset of the Company or any of its Subsidiaries is bound or affected, (c) conflict with, result in any breach, require any consent or action by another Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, amendment, cancellation, acceleration or require any payment under or other change of any right or obligation or the loss of any benefit to which the Company or any Subsidiary of the Company is entitled under any provision of any contract, instrument, permit, concession, franchise, license, loan or credit agreement, note, bond, mortgage, indenture, lease or other property agreement, partnership or joint venture agreement or other legally binding agreement, whether oral or written (each, a “Contract” and, collectively, “Contracts”) applicable to the Company or any such Subsidiary or their respective properties or assets, or any permit affecting, or relating in any way to, the assets or business of Wizard, the Company and its Subsidiaries or (d) result in the creation or imposition of any lien, claim, security interest or other charge, title imperfection or encumbrance (each, a “Lien” and, collectively, “Liens”) on any asset of the Company or any Subsidiary of the Company with such exceptions, in the case of each of clauses (a), (b), (c) and (d) of this Section 3.04, as would not, individually or in the aggregate, have a Company Material Adverse Effect.

3.05 Capitalization. As of the date hereof, the authorized and outstanding shares of capital stock of the Company consists of 1,000, all of which are owned solely and directly by Wizard. All outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights.

3.06 Subsidiaries.

(a) Each Subsidiary of the Company is an organization duly formed, validly existing and in good standing under the laws of its jurisdiction of organization and has all organizational powers required to carry on its business as now conducted. Each such Subsidiary is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Except for equity interest in its Subsidiaries, the Company does not own, directly or indirectly, any capital stock or other ownership interest in any Person. No Subsidiary of the Company owns, directly or indirectly, any capital stock or other ownership interest in any Person, except for the capital stock and/or other ownership interest in another wholly-owned Subsidiary of the Company. The Company has heretofore made available to PLC and Merger Sub a complete and correct copy of the certificate of incorporation and the bylaws (or equivalent organizational documents) of each Subsidiary of the Company in full force and effect as of the date hereof. No Subsidiary of the Company is in violation of any of the provisions of its certificate of incorporation or bylaws (or equivalent organizational documents).

(b) All of the outstanding capital stock of, or other voting securities or ownership interests in, each Subsidiary of the Company is owned by the Company, directly or indirectly, free and clear of any Lien and free of any other limitation or restriction (including any

restriction on the right to vote, sell or otherwise dispose of such capital stock or other voting securities or ownership interests), except for such restrictions resulting from local applicable Laws. There are no outstanding (i) securities of the Company or any of its Subsidiaries convertible into or exchangeable for shares of capital stock or other voting securities or ownership interests in any Subsidiary of the Company, (ii) options, warrants or other rights or arrangements to acquire from the Company or any of its Subsidiaries, or other obligations or commitments of the Company or any of its Subsidiaries to issue, any capital stock of or other voting securities or ownership interests in, or any securities convertible into or exchangeable for any capital stock of or other voting securities or ownership interests in, any Subsidiary of the Company, or (iii) restricted shares, stock appreciation rights, performance shares, contingent value rights, “phantom” stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock of, or other voting securities or ownership interests in, any Subsidiary of the Company. There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the capital stock of any of the Company’s Subsidiaries.

(c) Neither the Company nor any of its Subsidiaries directly or indirectly owns any equity, ownership, profit, voting or similar interest in or any interest convertible, exchangeable or exercisable for, any equity, profit, voting or similar interest in, any Person (other than a Subsidiary of the Company).

3.07 Brokers. Except for Morgan Stanley, a copy of whose engagement agreement has been made available to PLC, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Company or any of its Subsidiaries, who might be entitled to any fee or commission in connection with the Merger.

3.08 Financial Statements.

(a) The Company Disclosures contain the following financial statements (the “Company Financial Statements”):

(i) the audited consolidated balance sheet of the Company as of March 31, 2012, March 31, 2013, and March 31, 2014 (the last of these, the “Last Company Audit Date”) and for the month as of April 30, 2014, and the related audited consolidated statements of operations and retained earnings and cash flows for each twelve-month (and with respect to April 30, 2014, the one-month) period then ended (the “Company Audited Financial Statements”); and

(ii) the unaudited consolidated balance sheet of the Company as of July 31, 2014 (the “Company Balance Sheet”) and the related consolidated statement of operations and retained earnings for the 4 month period then ended.

(b) Each of the foregoing Company Financial Statements (including in all cases the notes thereto, if any) presents fairly the financial condition, results of operations and cash flows of the Company in accordance with GAAP consistently applied throughout the periods covered thereby without modification of the accounting principles used in the preparation thereof through the periods presented.

(c) To the knowledge of the Company, all books, records and accounts of the Company are accurate and complete and are maintained in all material respects in accordance with good business practice, all applicable Laws and, to the extent applicable, GAAP.

3.09 Absence of Certain Changes. Since the Last Company Audit Date, (i) the business of the Company and each of its Subsidiaries has been conducted in the ordinary course consistent with past practice, (ii) there has not been any event, change, development or set of circumstances that has had or is reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect, and (iii) through the date of this Agreement, there has not been any action or event, nor any authorization, commitment or agreement by the Company or any of its Subsidiaries with respect to any action or event, that if taken or if it occurred after the date hereof would be prohibited by Section 5.01.

Since Last Company Audit Date, none of the Company and its Subsidiaries has engaged, except in the ordinary course of business consistent with past practice, in (i) any trade loading practices or any other promotional sales or discount activity with any customers or distributors with the intent of accelerating to prior fiscal months (including the current fiscal month) sales to the trade or otherwise that would otherwise be expected to occur in subsequent fiscal month, (ii) any practice which would have the effect of modifying the fiscal month during which collections of receivables or payments by the Company or any of its Subsidiaries occur such that such collections or payments occur during a fiscal month other than as would be expected based on past practice, or (iii) any other promotional sales or discount activity similar to that described in clauses (i) and (ii) above.

3.10 No Undisclosed Material Liabilities. Since April 30, 2014, neither the Company nor any of its Subsidiaries have incurred any liabilities or obligations of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, and, there is no existing condition, situation or set of circumstances that would reasonably be expected to result in such a liability or obligation except for (a) liabilities and obligations incurred since the Last Company Audit Date in the ordinary course of business that (individually or in the aggregate) would not reasonably be expected to have a Company Material Adverse Effect, or (B) liabilities or obligations expressly contemplated by this Agreement.

3.11 Litigation. There is no suit, claim, action, proceeding or investigation (“Proceeding”) active or pending or, to the knowledge of the Company, threatened against, the Company or any of its Subsidiaries or any of the directors or employees of the Company or any of its Subsidiaries or, to the knowledge of the Company, its stockholders or representatives (in each case insofar as any such matters relate to their activities with the Company or any of its Subsidiaries) at law or in equity, or before any Governmental Authority that (individually or in the aggregate) would have a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries is subject to any order, writ, injunction or decree against the Company or any of its Subsidiaries or naming the Company or any of its Subsidiaries as a party or, to the knowledge of the Company, by which any of the employees or representatives of the Company or any of its Subsidiaries is prohibited or restricted from engaging in or otherwise conducting the business of the Company or any of its Subsidiaries as presently conducted and that (individually or in the aggregate) would have a Company Material Adverse Effect.

To the knowledge of the Company, there is no investigation or review by any Governmental Authority or self-regulatory authority with respect to the Company or any of its Subsidiaries (excluding investigations and reviews of Proprietary Rights applications by the intellectual property offices of a Governmental Authority) or any of their respective employees (insofar as any such investigation or review relates to their activities with the Company or any of its Subsidiaries) pending or threatened, nor has any Governmental Authority or self-regulatory authority indicated to the Company or any of its Subsidiaries in writing or, to the knowledge of the Company, orally, an intention to conduct the same.

3.12 Compliance with Law.

(a) The Company and its Subsidiaries and their businesses and operations are in compliance with all Laws applicable to the Company or such Subsidiaries, except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries has received any written notice since January 1, 2013 from any Governmental Authority alleging that the Company or any of its Subsidiaries is not in compliance with any Law or Order, or of any investigation with respect thereto, applicable to the Company or its Subsidiaries which has not been satisfactorily addressed except for violations, if any, that (individually or in the aggregate) would not reasonably be expected to give rise to material fines or other material civil penalties or any criminal liabilities.

3.13 Contracts.

(a) Neither the Company nor any of its Subsidiaries is a party to any of the following types of Contracts (each such Contract and each Contract disclosed in the Company Disclosures being referred to in this Agreement as a "Material Contract"):

(i) Contract (A) that involves performance of services or delivery of goods, materials, supplies or equipment or developmental commitments to the Company or any of its Subsidiaries, or the payment therefor by the Company or any of its Subsidiaries, in either case providing for an annual payment by the Company of \$1,400,000 or more or (B) between the Company and any distributor or reseller of the products of the Company or any of its Subsidiaries that holds inventory of the products of the Company or any of its Subsidiaries ("Product Inventory") whose aggregate value, as of the Last Company Audit Date, exceeded \$1,400,000, pursuant to which the Company or any of its Subsidiaries may be required to repurchase Product Inventory upon the termination of such Contract;

(ii) Contract that contains any exclusivity provisions restricting the Company or any of its affiliates or limits the freedom of the Company or any of its affiliates to compete in any line of business or with any Person or in any area or which would so limit the freedom of the Company or any of its affiliates after the Closing Date;

(iii) lease or sublease (whether of real or personal property) to which the Company or any of its Subsidiaries is party as either lessor or lessee, providing for either annual payments of \$250,000 or more;

(iv) Contract relating in whole or in part to the use, exploitation or practice of any Proprietary Right by the Company or any of its Subsidiaries (including any license or other Contract under which the Company or any of its Subsidiaries is licensee or licensor of any such Proprietary Right (other than Contracts providing for annual payments of less than \$200,000);

(v) Contract relating to clauses (i), (ii), (iii), (iv), (vi) and (vii) of the definition of Indebtedness (whether incurred, assumed, guaranteed or secured by any asset);

(vi) Contract under which the Company or any of its Subsidiaries has, directly or indirectly, made any loan, capital contribution to, or other investment in, any Person (other than the Company or any of its Subsidiaries and other than investments in marketable securities in the ordinary course of business consistent with past practices);

(vii) Contract under which the Company or any of its Subsidiaries has any obligations which have not been satisfied or performed (other than confidentiality obligations) relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise);

(viii) Contract providing for indemnification of any Person with respect to liabilities relating to any current or former business of the Company, any of its Subsidiaries or any predecessor Person other than indemnification obligations of the Company or any of its Subsidiaries pursuant to the provisions of a Contract entered into by the Company or any of its Subsidiaries in the ordinary course of business consistent with past practices;

(ix) partnership, joint venture or other similar Contract or arrangement;
or

(x) employee collective bargaining agreement or other Contract with any labor union or employee representative body (other than for employment at-will or similar arrangements).

(b) Neither the Company nor any of its Subsidiaries, nor, to the knowledge of the Company, any other party thereto, is in violation of or in default under (nor does there exist any condition, and no event or circumstances have occurred, which upon the passage of time or the giving of notice would cause such a violation of or default under) in any material respect in any Material Contract. Each Material Contract is a valid and binding agreement of the Company or its Subsidiary, as applicable, and, to the knowledge of the Company, any other party thereto, and is in full force and effect except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar Laws affecting creditors' rights generally and by general principles of equity.

3.14 Taxes.

(a) The Company is engaging in the Merger entirely for the principal business purpose of integrating and aligning the businesses of the Company and PLC in order to increase operational effectiveness and ultimately deliver greater shareholder returns.

(b) Neither Wizard, or any of its Subsidiaries, nor the Company, or any of its Subsidiaries, has taken any action, or has knowledge of any fact or circumstance, that could reasonably be expected to prevent (i) the Merger from qualifying as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(2)(E) of the Code or (ii) PLC from being treated as a corporation under Section 367(a) of the Code with respect to each transfer of property thereto in connection with the Merger.

Except as set forth in the Company Disclosures:

(c) All material Tax Returns required by applicable Law to be filed with any Taxing Authority by, or on behalf of, the Company or any of its Subsidiaries have been filed when due in accordance in all material respects with all applicable Laws (taking into account any extension of time which has been granted within which to file), and all such Tax Returns are, or shall be at the time of filing, true and complete in all material respects.

(d) The Company and each of its Subsidiaries has paid (or has had paid on its behalf) or has withheld and remitted to the appropriate Taxing Authority all Taxes due and payable, or, where payment is not yet due or where Taxes are being contested in good faith, has established (or has had established on its behalf and for its sole benefit and recourse) in accordance with generally accepted accounting principles in the United States an adequate accrual for all material Taxes through the end of the last period for which the Company and its Subsidiaries ordinarily record items on their respective books.

(e) The U.S. federal and state income and franchise Tax Returns of the Company and its Subsidiaries through the Tax year ended December 31, 2008 have been examined and closed or are Tax Returns with respect to which the applicable period for assessment under applicable Law, after giving effect to extensions or waivers, has expired.

(f) There are no material Liens or encumbrances for Taxes on any of the assets of the Company or any of its Subsidiaries.

(g) No federal, state, local or foreign audits, examinations, investigations or other Proceedings are pending or, to the knowledge of the Company, threatened with regard to any Taxes or Tax Returns of the Company or its Subsidiaries.

(h) There is currently no effective agreement or other document extending, or having the effect of extending, the period of assessment or collection of any Taxes with respect to the Company or any of its Subsidiaries.

(i) Neither the Company nor any of its Subsidiaries has constituted either a “distributing corporation” or a “controlled corporation” in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code in the five years prior to the date of this Agreement.

(j) Neither the Company nor any of its Subsidiaries has participated in a “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1).

(k) There is no Contract or other arrangement, plan or agreement by or with the Company or any of its subsidiaries covering any person that, individually or collectively, could give rise to the payment of any amount by the Company or any of its subsidiaries that would not be deductible by the Company or such subsidiary by reason of Sections 280G or 162(m) of the Code (or any corresponding provision of state, local or foreign law).

(l) “Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign) (a “Taxing Authority”), and any liability for any of the foregoing as transferee, (ii) liability for the payment of any amount of the type described in clause (i) as a result of being or having been before the Effective Time a member of an affiliated, consolidated, combined or unitary group, or a party to any agreement or arrangement, as a result of which liability of a Person or any of its Subsidiaries to a Taxing Authority is determined or taken into account with reference to the activities of any other Person, and (iii) liability of a Person or any of its Subsidiaries for the payment of any amount as a result of being party to any Tax Sharing Agreement or with respect to the payment of any amount imposed on any Person of the type described in (i) or (ii) as a result of any existing express or implied agreement or arrangement (including an indemnification agreement or arrangement). “Tax Return” means any report, return, document, declaration or other information or filing required to be supplied to any Taxing Authority with respect to Taxes, including information returns, any documents with respect to or accompanying payments of estimated Taxes, or with respect to or accompanying requests for the extension of time in which to file any such report, return, document, declaration or other information. “Tax Sharing Agreements” means all existing agreements or arrangements (whether or not written) binding a Person or any of its Subsidiaries that provide for the allocation, apportionment, sharing or assignment of any Tax liability or benefit, or the transfer or assignment of income, revenues, receipts or gains for the purpose of determining any Person’s Tax liability (excluding any indemnification agreements or arrangements pertaining to the sale or lease of assets of a Person or any of its Subsidiaries).

3.15 Employee Benefit Plans.

(a) Except as disclosed in the Company Disclosures, neither the Company nor any of its Subsidiaries owes any amount to any of its employees or directors, other than for accrued salary, bonus, commissions, incentive payments, 401(k) matching, holiday pay or reimbursement of expenses and there exist no employment, consulting, severance, retention, termination or change-of-control agreements, arrangements or understandings between the Company or any of its Subsidiaries and any individual current or former employee, independent contractor, officer or director (or any dependent, beneficiary or relative of any of the foregoing) of the Company or any of its Subsidiaries (collectively, the “Employees”) with respect to which the annual cash, contingent and noncontingent payments thereunder exceed \$250,000.

(b) “Benefit Plans” means each “employee benefit plan,” as defined in Section 3(3) of ERISA, each employment, severance or similar contract, plan, arrangement or policy and each other plan or arrangement providing for compensation, bonuses, profit-sharing, stock option or other stock related rights or other forms of incentive or deferred compensation, vacation benefits, insurance (including any self-insured arrangements), health or medical benefits, employee assistance program, disability or sick leave benefits, workers’ compensation, supplemental unemployment benefits, severance benefits, post-employment welfare benefits, retirement benefits or other benefits (including compensation, pension, health, medical or life insurance benefits) which (i) are maintained, administered or contributed to by the Company or any affiliate of the Company as of the date of this Agreement and covers any Employees, or (ii) with respect to which the Company or any of its Subsidiaries has any liability. Each material Benefit Plan is Disclosed by the Company Disclosures.

With respect to Benefit Plans which are subject to the laws of any jurisdiction outside the United States with respect to Employees whose principal place of employment is outside the United States (“Foreign Plans”), (A) to the knowledge of the Company, the Foreign Plans have been maintained in all material respects in accordance with all applicable Laws, (B) if intended to qualify for special Tax treatment, the Foreign Plans meet all requirements for such treatment, and (C) with respect to Foreign Plans constituting gratuity, termination indemnity, pension, retirement, deferred compensation or similar plans, such Foreign Plans are fully funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions.

(c) Neither the Company nor any ERISA Affiliate nor any predecessor thereof sponsors, maintains or contributes to, has in the past six years sponsored, maintained or contributed to, or otherwise has any liability with respect to (i) any Benefit Plan subject to Title IV of ERISA, (ii) any non-U.S. defined benefit plan, or (iii) any “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA.

(d) Each Benefit Plan which is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter, and the Company is not aware of any facts that would result in revocation of any such determination letter. The Company has made available to PLC copies of the most recent Internal Revenue Service determination or opinion letters with respect to each such Benefit Plan. Each Benefit Plan has been funded, administered and maintained in compliance in all material respects with its terms and with the requirements prescribed by any and all applicable Laws, including ERISA and the Code, which are applicable to such Benefit Plan. The Company has no knowledge of the occurrence of any events with respect to any Benefit Plan that could result in payment or assessment by or against the Company of any material excise Taxes under Sections 4972, 4975, 4976, 4977, 4979, 4980B, 4980D, 4980E or 5000 of the Code.

(e) Except as Disclosed in the Company Disclosures, the consummation of the Transactions will not (either alone or together with any other event) entitle any employee, director or individual independent contractor of the Company or any of its Subsidiaries to severance pay or accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, or increase the amount payable or trigger any other material obligation pursuant to, any Benefit Plan or Foreign Plan.

(f) Except as Disclosed in the Company Disclosures, neither the Company nor any of its Subsidiaries has any material liability in respect of post-retirement health, medical or life insurance benefits coverage for Employees of the Company or any of its Subsidiaries except as required to avoid excise Tax under Section 4980B of the Code or during the calendar month of retirement. All contributions, premiums and other payments that are due have been paid on a timely basis with respect to each Benefit Plan.

(g) There is no Proceeding pending against or involving (and, to the knowledge of the Company, there is no audit or investigation pending or threatened, and there is no Proceeding threatened, against or involving), any Benefit Plan or Foreign Plan or any fiduciary thereof with respect to their duties under the Benefit Plan or Foreign Plan or the assets of any of the trusts thereunder, before any court or arbitrator or any Governmental Authority.

(h) The Company has made available to PLC true and complete copies of (i) all agreements deemed to be Disclosed against Section 3.15(a) in the Company Disclosures, all Benefit Plans disclosed in the Company Disclosures and all severance plans and agreements and employment agreements with or relating to directors or executive officers of the Company, and (ii) all plans, programs, agreements and other arrangements of the Company and each of its Subsidiaries with or relating to its Employees which contain change in control provisions.

(i) The Company Disclosures set forth the amount of any compensation or remuneration of any kind or nature which is or may become payable to any Employee, in whole or in part, by reason of the execution and delivery of this Agreement or the consummation of the Transactions (the “Change of Control Payments”).

3.16 Labor and Employment Matters.

(a) Neither the Company nor any of its Subsidiaries is a party to, or bound by, any collective bargaining agreements or understandings with any works council, labor unions or labor organizations. There is no (i) unfair labor practice, labor dispute (other than routine individual grievances) or labor arbitration proceeding or active or pending claims or facts or circumstances that may give rise to any material claims or, to the knowledge of the Company, claims threatened against the Company or any of its Subsidiaries relating to their businesses, (ii) activity or proceeding by a works council or a labor union or representative thereof to the knowledge of the Company to organize any employees of the Company or any of its Subsidiaries, or (iii) lockout, strike, slowdown, work stoppage or threat thereof by or with respect to such employees, and during the last three years there has not been any such action.

(b) Since January 1, 2013, (i) there has been no “mass layoff” or “plant closing” as defined by the Worker Adjustment and Retraining Notification Act of 1988 (the “WARN Act”) in respect of the Company or its Subsidiaries, and (ii) neither the Company nor any of its Subsidiaries has been affected by any transactions or engaged in, or has proposals for, layoffs or collective employment terminations or collective redundancies sufficient in number to trigger application of any state, local or foreign applicable Law or regulation which is similar to the WARN Act.

(c) The Company and each of its Subsidiaries has complied in all material respects with all applicable laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, holidays, fair labor standards, nondiscrimination, workers compensation, collective bargaining and the payment of social security and other payroll taxes. The Company and each of its Subsidiaries has complied in all material respects with all of its collective bargaining agreements or similar agreements.

3.17 Insurance Policies. Other than in respect of medical and dental insurance policies, where the Company and its Subsidiaries are self-insured, the Company and its Subsidiaries are covered by valid and currently effective insurance policies issued in favor of the Company that are customary for companies of similar size and financial condition. All such policies are in full force and effect. There is no material claim by the Company or any of its Subsidiaries pending under any of such policies or bonds as to which the Company has been notified that coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. All premiums due and payable under all such policies and bonds have been paid when due, and the Company and its Subsidiaries are otherwise in material compliance with the terms of such policies and bonds. The Company does not have any knowledge of any threatened termination of, cancellation of, or material premium increase with respect to any Insurance Policy.

3.18 Environmental Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect:

(i) no notice, demand, request for information, citation, summons or order has been received, no complaint has been filed, no penalty has been assessed, no Proceeding is pending and, to the knowledge of the Company, no investigation or review is pending or threatened and no Proceeding is threatened by any Governmental Authority or other Person relating to or arising out of any failure of the Company or any of its Subsidiaries to comply with any Environmental Law;

(ii) the Company and its Subsidiaries are and have been in material compliance with all Environmental Laws and all permits required by Environmental Laws;

(iii) there has been no release by the Company or any of its Subsidiaries, or for which the Company or any of its Subsidiaries would reasonably be expected to be liable by Contract or by operation of Law, of any hazardous substance at, under, from or to any facility or real property currently or formerly owned, leased or operated by the Company or any of its Subsidiaries; and

(iv) to the knowledge of the Company, there are no material liabilities of the Company or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise arising under or relating to any Environmental Law, and, to the knowledge of the Company, there is no condition, situation or set of circumstances that would reasonably be expected to result in or be the basis for any such liability.

(v) “Environmental Laws” shall mean all federal, state, local and foreign (including without limitation United Kingdom and European Union) statutes, regulations, ordinances and other requirements having the force or effect of law, all judicial and administrative orders and determinations, and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, as the foregoing are enacted or in effect, on or prior to the Closing Date.

(b) There has been no environmental investigation, study, audit, test, review or other analysis conducted of which the Company has knowledge in relation to the current or prior business of the Company or any of its Subsidiaries or any property or facility now or previously owned or leased by the Company or any of its Subsidiaries since January 1, 2011 that has not been delivered to PLC at least five business days prior to the date hereof.

(c) For purposes of Section 3.18(b), the terms “Company” and “Subsidiaries” shall include any entity that is, in whole or in part, a predecessor of the Company or any of its Subsidiaries.

3.19 Intellectual Property.

(a) The Company Disclosures contain a complete and correct list, including, to the extent applicable, the current status of such registration or application and the jurisdictions in which each such asset has been issued or registered or in which any application for such issuance and registration has been filed, of: (i) all patented or registered Proprietary Rights owned by the Company or its Subsidiaries, including, without limitation, Internet domain name registrations; (ii) all pending patent applications or other applications for registration of Proprietary Rights owned by the Company or its Subsidiaries; (iii) all material unregistered trademarks owned by the Company or its Subsidiaries; and (iv) all software products and services from which the Company or its Subsidiaries has derived within three (3) years preceding the date hereof, is currently deriving, or intends to derive, revenue from the sale, license, maintenance or provision thereof, listed by major point version. “Proprietary Rights” means all intellectual property and proprietary rights throughout the world including (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, trade names, corporate names, Internet domain names and other indicia of source, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) trade secrets and confidential information (including inventions, know-how, research and development information, technical data, financial, business and marketing plans, and customer and supplier lists and related information); and (v) computer software and software systems (including data, source code and object code, databases and related documentation). “Company Owned Proprietary Rights” means all Proprietary Rights owned by, or purported to be owned by, the Company or its Subsidiaries.

(b) The Company Disclosures contain a complete and correct list of: (i) technology owned by any third party and used in the operations of the Company or any of its Subsidiaries (“IT Software”) and for which the Company or its Subsidiaries pays more than \$200,000 in annual support fees; (ii) all other licenses or similar agreements or arrangements, in effect as of the date hereof, in which the Company or any of its Subsidiaries is a party pursuant to which the Company or any of its Subsidiaries is authorized to use any Person’s Proprietary

Rights that (A) are incorporated in, embedded in, or form a part of Attachmate Reflection Standard Suite, NetIQ Identity Manager, Novell OES, Novell Groupwise and Novell ZenWorks Configuration Manager (“Third Party IP”), or (B) are used (or currently proposed to be used) by the Company or any of its Subsidiaries in, and are material to, the business of the Company as currently conducted, other than commercial off-the-shelf software; (iii) other than non-exclusive customer contracts entered into in the ordinary course of business, all licenses or similar agreements or arrangements in which the Company or any of its Subsidiaries is a licensor of Proprietary Rights, including, without limitation, reseller agreements.

(c) The Company or its Subsidiaries exclusively own, free and clear of any and all Liens (other than non-exclusive licenses granted in the ordinary course) all of the Company Owned Proprietary Rights.

(d) To the knowledge of the Company, all Proprietary Rights necessary for the operation of Company’s and its Subsidiaries’ businesses (collectively, the “Company Proprietary Rights”) are either legally and beneficially owned by the Company or its Subsidiaries or lawfully used by them with the consent of the owner under a license. To the knowledge of the Company, neither the Company nor any of its Subsidiaries has received any notice or claim challenging the Company’s ownership of or use of any of the Company Proprietary Rights, or challenging the effectiveness or enforceability of any licenses of Proprietary Rights to the Company or any of its Subsidiaries, nor to the knowledge of the Company is there a reasonable basis for any claim that the Company does not so own or is not so licensed any such Company Proprietary Right.

(e) Each of the Company and its Subsidiaries has taken reasonable steps in accordance with standard industry practices to protect its rights in Company Owned Proprietary Rights and to maintain the confidentiality of all information that constitutes or constituted a trade secret of the Company or any of its Subsidiaries. All current and former employees, consultants and contractors of the Company or any of its Subsidiaries who have made contributions to the development of any Company products or have conceived, developed or reduced to practice any Company Proprietary Rights have executed and delivered proprietary information, confidentiality, assignment or consulting agreements, as applicable, substantially in the Company’s standard forms (copies of which have been made available to PLC), except where the failure to obtain such agreements does not have a Company Material Adverse Effect. None of the Company’s trade secrets have been disclosed to any Person, other than pursuant to an adequate form of written confidentiality agreement, except where the failure to obtain such agreement does not have a Company Material Adverse Effect.

(f) All Company Owned Proprietary Rights, where registered, are subsisting and, to the knowledge of the Company, valid and enforceable, and are not being attacked or opposed by any Person (except for office actions in the ordinary course of prosecution).

(g) To its knowledge, neither the Company nor any of its Subsidiaries is a party to any suit, action or proceeding which involves a claim of infringement, unauthorized use, misappropriation, disclosure or violation of any Proprietary Rights used or owned by any Person against the Company or its Subsidiaries.

(h) Neither the Company nor any of its Subsidiaries, nor, to the knowledge of the Company, any third party licensor of all or either of them is in material violation of any license, sublicense or agreement to which the Company or any of its Subsidiaries is a party. Except as otherwise described in the Company Disclosures, the execution and delivery of this Agreement by the Company and the consummation by the Company of the Transactions will not (i) cause the Company or any of its Subsidiaries to be in material violation or material default under any such license, sublicense or agreement, (ii) result in the termination or modification of any such license, sublicense or agreement, or entitle any other party to terminate or modify such license, sublicense or agreement, or (iii) materially alter, encumber or impair any Company Proprietary Rights.

(i) Neither the operation of the Company's (nor any of its Subsidiaries') business as currently conducted, nor any activity of the Company (nor any of its Subsidiaries), conflicts with, infringes or misappropriates the Proprietary Rights of any other Person. Except as specifically identified in the Company Disclosures, neither the Company nor any of its Subsidiaries has received in the three (3) years prior to the date of this Agreement any written notice or claim asserting or suggesting that any infringement, misappropriation, violation, dilution or unauthorized use of the Proprietary Rights of any other Person is or may be occurring or has or may have occurred, as a consequence of the business activities of the Company or any of its Subsidiaries (including, but not limited to, its use of Third Party IP), nor to the knowledge of the Company, is there a reasonable basis therefor.

(j) To the knowledge of the Company and except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect there is no infringement, violation, disclosure or misappropriation by any third party of any of the Proprietary Rights owned by the Company or its Subsidiaries or used by the Company or its Subsidiaries in the operation of the Company's business.

(k) Neither the Company nor its Subsidiaries have granted nor are any of them obligated (whether under any "open" source license agreement or otherwise) to grant a license to any source code that is incorporated in compiled, binary form in or otherwise forms a part of any proprietary, closed source product manufactured, distributed and sold by or for the Company or any of its Subsidiaries, other than in connection with any software escrow arrangement entered into between the Company and its customers in the ordinary course of business. Except for the software products set forth in the Company Disclosures, the software products of the Company and its Subsidiaries ("Company Software") do not contain any open source software governed by, and the sale or licensing of the Company Software in the ordinary course of business is not governed by, in whole or in part, the terms of the GNU General Public License or any other open source license requiring, as a condition of the license, that the Company or its Subsidiaries license or disclose the source code of any of the Company Software or grant to any Person any rights to or immunities under any of the Company Proprietary Rights.

(l) To the knowledge of the Company, (i) except for ordinary course software bugs and errors typical for software of the type distributed by Company, there are no defects in any of the Company's products and services that would prevent them from performing substantially in accordance with their user specifications and (ii) the Company's products and services are free from viruses, worms, and Trojan horses, excluding key registration and

activation mechanisms, self-help mechanisms, and time limitation mechanisms used in accordance with standard industry practice in evaluation and limited-term products and services. The Company and its Subsidiaries possess all source code and other documentation and materials necessary to compile and operate the Company's products and services.

(m) All IT Software is sufficient in all material respects for the current needs of the Company's and its Subsidiaries' businesses. The Company and its Subsidiaries maintain commercially reasonable security, disaster recovery and business continuity plans, procedures and facilities. In the last twelve (12) months, there has not been any material failure with respect to any of the IT Software that has not been remedied or replaced in all material respects.

(n) The Company has not been in violation of, and is in compliance with, the Export Administration Act.

3.20 Properties.

(a) To the knowledge of the Company, the Company and each of its Subsidiaries has good and marketable fee title to, or valid leasehold interests in, all of their tangible properties and tangible assets which are reflected in the Company Audited Financial Statements, or which are, individually or in the aggregate, material to the business or financial condition of the Company. All such assets and properties, other than assets and properties in which the Company or any of its Subsidiaries has leasehold interests, are free and clear of all Liens, except for Permitted Liens.

(b) Other than as Disclosed by the Company Disclosures, neither the Company nor any of its Subsidiaries owns any real property. The Company Disclosures set forth a complete and correct list of all real property and interests in real property leased by the Company or any of its Subsidiaries involving annual rental payments in excess of \$250,000.

(c) The Company or its Subsidiaries, as applicable, holds all rights, title and interest of the tenant to all real property leased by the Company or its Subsidiaries, free and clear of any encumbrances created by the Company against its leasehold interest (except Permitted Liens). Each lease relating to such leased real property has been duly authorized and executed by the Company or such Subsidiary, as applicable, and is in full force and effect, and neither the Company nor any of its Subsidiaries is in any material default under any of said leases nor, to the knowledge of the Company, is any other party to such leases in material default.

(d) All tangible assets owned or leased by the Company or its Subsidiaries have been maintained in all material respects in accordance with generally accepted industry practice, are in all material respects in good operating condition and repair, ordinary wear and tear excepted, and are adequate for the uses to which they are being put.

3.21 Interested Party Transactions. Neither the Company nor any of its Subsidiaries, on the one hand, is a party to any transaction or agreement (excluding arm's length, ordinary course agreements with portfolio companies of: a) Wizard Stockholders or b) affiliates of Wizard or Wizard Stockholders) with (i) any stockholder that directly or indirectly beneficially owns 5% or more of Wizard's outstanding equity interests (a "Wizard Stockholder"), any affiliate of a Wizard Stockholder, or any director or executive officer of a Wizard Stockholder or any of its

affiliates, or (ii) any affiliate, stockholder that directly or indirectly beneficially owns 5% or more of the Company's outstanding equity interests, or director or executive officer of the Company or any of its Subsidiaries, on the other hand, other than as specifically disclosed in the Company Disclosures.

3.22 Certain Business Practices. Neither the Company nor any of its Subsidiaries nor (to the knowledge of the Company) any director, officer, agent or employee of the Company or any of its Subsidiaries (i) used any funds for unlawful contributions, gifts, entertainment or other expenses relating to political activity or for the business of the Company or any of its Subsidiaries, (ii) made any bribe or kickback, illegal political contribution, payment from corporate funds which was incorrectly recorded on the books and records of the Company or any of its Subsidiaries, (iii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns, (iv) violated any provision of the Foreign Corrupt Practices Act of 1977, or (v) made any other unlawful payment.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF PLC AND MERGER SUB

Except as Disclosed in the Data Room, the PLC Public Reports and/or in the disclosure schedule delivered by PLC to the Company prior to the execution of this Agreement (the "PLC Disclosure Schedule") (it being agreed that any disclosure set forth on any particular section of the PLC Disclosure Schedule shall be deemed disclosed in another section of the PLC Disclosure Schedule) (such matters Disclosed being deemed to qualify the representations and warranties), each of PLC and Merger Sub warrant to the Company as of the date hereof and immediately prior to the Effective Time that:

4.01 Existence and Power. Merger Sub is a corporation duly incorporated, validly existing and in good standing under the laws of the Delaware. PLC is a public limited liability company duly incorporated and validly existing under the laws of England and Wales. PLC owns all of the issued and outstanding shares of Merger Sub capital stock, free and clear of any Lien. Each of Merger Sub and PLC is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a PLC Material Adverse Effect (as defined below). PLC has made available to the Company true and complete copies of its constitutional documents as currently in effect and as proposed to be amended at the PLC Shareholders Meeting. PLC is not in violation of any of the provisions of its constitutional documents. As used in this Agreement, the term "PLC Material Adverse Effect" means any circumstance, effect, event, or change that, individually or in the aggregate (i) had, or is reasonably likely to have, a materially adverse effect on the business, assets, condition (financial or otherwise) or results of operations of PLC and its Subsidiaries, taken as a whole, other than resulting from any PLC Excluded Matter or (ii) prevents or materially delays, or is reasonably likely to prevent or materially delay, the ability of PLC or Merger Sub to perform their obligations under this Agreement or to consummate the Transactions in accordance with the terms hereof. As used in this Agreement, "PLC Excluded Matter" means any one or more of the following: (a) changes in general economic conditions which do not have a materially

disproportionate effect on PLC and its Subsidiaries taken as a whole, (b) changes affecting the specific industry in which PLC and its Subsidiaries operate which do not have a materially disproportionate effect on PLC and its Subsidiaries taken as a whole relative to other industry participants, (c) changes caused by the taking of any action expressly required by this Agreement (d) the taking of any action by PLC or Merger Sub that has been previously approved in writing by the Company, (e) changes resulting from a modification after the date of this Agreement in accounting rules applicable to PLC or any of its Subsidiaries, (f) changes resulting from a breach of this Agreement by the Company, (g) changes resulting from any modification in any Law after the date of this Agreement applicable to PLC or any of its Subsidiaries or (h) any failure of PLC to meet internal projections or forecasts or analysts' expectations for any financial period, whether as a result of the announcement of the Transactions or otherwise (provided that the underlying causes of such failure shall not be excluded pursuant to this clause (h)), (i) any change in the financial performance of the PLC as a result of the announcement of the Transactions or (j) any act of terrorism or war (whether threatened, pending or declared) or act of civil disturbance, any armed conflict (or any escalation or worsening of any of the same) or any natural disaster, to the extent the PLC and Merger Sub are disproportionately adversely affected by such event relative to other industry participants.

4.02 Authorization.

(a) Subject to the remainder of this Section 4.02(a), PLC has all necessary corporate power and authority to execute and deliver this Agreement and the other agreements referred to in this Agreement, to perform its obligations hereunder and thereunder and to consummate the Merger and the Transactions. This Agreement constitutes a valid and binding agreement of PLC enforceable against PLC in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar applicable Laws affecting creditors' rights generally and by general principles of equity. The execution, delivery and performance by PLC of this Agreement and the consummation by PLC of the Transactions have been duly and validly authorized by all necessary corporate action on the part of PLC and no other corporate proceedings on the part of PLC are necessary to authorize this Agreement or to consummate the Transactions, other than resolutions of the shareholders of PLC, duly passed at a general meeting of the shareholders of PLC (or an adjournment of that meeting) (i) approving the Transactions for the purposes of the Listing Rules published by the UK Listing Authority under Part VI of the FSMA (the "Listing Rules"), (ii) a waiver of the requirement under Rule 9 of the Takeover Code that Wizard make a general cash offer to all shareholders of PLC as a consequence of acquiring the Consideration Shares, and (iii) approving the grant of authority to the PLC Board to allot the Consideration Shares (such approval of (i) - (iii), the "PLC Approval"). The Merger Sub has all necessary corporate power and authority to execute and deliver this Agreement and the other agreements referred to in this Agreement to perform its obligations hereunder and thereunder and to consummate the Merger and the Transactions. Since incorporation, Merger Sub has not carried on any business or conducted any operations other than the execution of this Agreement, the performance of its obligations hereunder and matters ancillary thereto. PLC owns all of the issued and outstanding shares of Merger Sub capital stock, free and clear of any Lien.

(b) At a meeting duly called and held prior to the execution of this Agreement at which all directors of PLC were present, the PLC Board duly and unanimously adopted

resolutions that, as at the date of this Agreement, (i) this Agreement and the Transactions, including the Merger, are fair to and in the best interests of PLC's shareholders, (ii) this Agreement and the Transactions, including the Merger, be approved and declared advisable and (iii) the PLC Board intends to recommend shareholders of PLC vote in favor of all the resolutions to be included in the Prospectus (including, but not limited to, the resolutions relating to PLC Approval).

4.03 Governmental Authorization. Assuming compliance with the matters referred to in Section 4.02, the execution, delivery and performance by PLC and Merger Sub of this Agreement and the consummation by PLC and Merger Sub of the Transactions require no action by, or filing with, any Governmental Authority, other than (i) the filing of the Merger Certificate with the Delaware Secretary of State, (ii) compliance with applicable requirements of (A) the HSR Act and (B) any non-US merger control or competition laws and regulations, (iii) the approval of the Prospectus by the UK Listing Authority and the Takeover Panel, (iv) the filing of the Prospectus with the UK Listing Authority, and (v) any other actions or filings the absence of which would not, individually or in the aggregate, reasonably be expected to have a PLC Material Adverse Effect.

4.04 Non-contravention. The execution, delivery and performance by PLC and Merger Sub of this Agreement and the consummation by PLC and Merger Sub of the Transactions do not and will not (a) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws of Merger Sub or the articles of association of PLC, (b) assuming compliance with the matters referred to in Section 4.03 and PLC Approval, contravene, conflict with or result in a violation or breach of any provision of any applicable Law applicable to PLC or Merger Sub, (c) conflict with, result in any breach, require any consent or action by another Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, amendment, cancellation, acceleration or require any payment under or other change of any right or obligation or the loss of any benefit to which PLC or Merger Sub is entitled under any provision of any Contract applicable to PLC or Merger Sub or their respective properties or assets, or any permit affecting, or relating in any way to, the assets or business of the PLC and Merger Sub or (d) result in the creation or imposition of any lien, claim, security interest or other charge, title imperfection or encumbrance (each, a "Lien" and, collectively, "Liens") on any asset of PLC or Merger Sub with such exceptions, in the case of each of clauses (a), (b), (c) and (d) of this Section 4.04, as would not, individually or in the aggregate, have a PLC Material Adverse Effect.

4.05 Capitalization. As of the date hereof, the issued ordinary share capital of PLC consists of 152,767,569 PLC Shares, of which 12,871,427 PLC Shares are held in treasury. All of the issued ordinary share capital of PLC has been duly authorized and validly issued and is fully paid, nonassessable and, subject to applicable Laws, free of preemptive rights.

4.06 Subsidiaries.

(a) Each Subsidiary of PLC is an organization duly formed, validly existing and in good standing under the laws of its jurisdiction of organization and has all organizational powers required to carry on its business as now conducted. Each such Subsidiary is duly

qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, reasonably be expected to have a PLC Material Adverse Effect. Except for equity interest in its Subsidiaries, PLC does not own, directly or indirectly, any capital stock or other ownership interest in any Person. No Subsidiary of PLC owns, directly or indirectly, any capital stock or other ownership interest in any Person, except for the capital stock and/or other ownership interest in another wholly-owned Subsidiary of PLC. PLC has heretofore made available to the Company a complete and correct copy of the certificate of incorporation and the bylaws (or equivalent organizational documents) of each Subsidiary of PLC in full force and effect as of the date hereof. No Subsidiary of PLC is in violation of any of the provisions of its certificate of incorporation or bylaws (or equivalent organizational documents).

(b) All of the outstanding capital stock of, or other voting securities or ownership interests in, each Subsidiary of PLC is owned by PLC, directly or indirectly, free and clear of any Lien and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other voting securities or ownership interests), except for such restrictions resulting from local applicable Laws. There are no outstanding (i) securities of PLC or any of its Subsidiaries convertible into or exchangeable for shares of capital stock or other voting securities or ownership interests in any Subsidiary of PLC, (ii) options, warrants or other rights or arrangements to acquire from PLC or any of its Subsidiaries, or other obligations or commitments of PLC or any of its Subsidiaries to issue, any capital stock of or other voting securities or ownership interests in, or any securities convertible into or exchangeable for any capital stock of or other voting securities or ownership interests in, any Subsidiary of PLC, or (iii) restricted shares, stock appreciation rights, performance shares, contingent value rights, “phantom” stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock of, or other voting securities or ownership interests in, any Subsidiary of PLC. There are no outstanding obligations of PLC or any of its Subsidiaries to repurchase, redeem or otherwise acquire any of the capital stock of any of the PLC’s Subsidiaries.

(c) Neither PLC nor any of its Subsidiaries directly or indirectly owns any equity, ownership, profit, voting or similar interest in or any interest convertible, exchangeable or exercisable for, any equity, profit, voting or similar interest in, any Person (other than a Subsidiary of PLC).

4.07 Brokers. Except for Numis Securities Limited and Strategic Associates Limited, copies of whose engagement agreements have been made available to the Company, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of PLC or any of its Subsidiaries, who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

4.08 Financial Statements.

(a) The PLC Disclosures contain the following financial statements (the “PLC Financial Statements”):

(i) the audited consolidated balance sheet of PLC as of April 30, 2012, April 30, 2013, and April 30, 2014 (the last of these, the “Last PLC Audit Date”), and the related audited consolidated statements of operations and retained earnings and cash flows for each twelve-month period then ended (the “PLC Audited Financial Statements”); and

(ii) the unaudited consolidated balance sheet of PLC as of July 31, 2014 (the “PLC Balance Sheet”) and the related consolidated statement of operations and retained earnings for the 3 month period then ended.

(b) Each of the PLC Financial Statements (including in all cases the notes thereto, if any) presents fairly the financial condition, results of operations and cash flows of PLC in accordance with International Financial Reporting (“IFRS”) consistently applied throughout the periods covered thereby without modification of the accounting principles used in the preparation thereof through the periods presented and, as at the date of the relevant PLC Financial Statements, all liabilities required under IFRS to be accrued in the PLC Financial Statements have been so accrued in accordance therewith.

(c) To the knowledge of PLC, all books, records and accounts of PLC are accurate and complete and are maintained in all material respects in accordance with good business practice, all applicable Laws and, to the extent applicable, IFRS.

4.09 Absence of Certain Changes. Since the Last PLC Audit Date, (i) the business of PLC and each of its Subsidiaries has been conducted in the ordinary course consistent with past practice, (ii) there has not been any event, change, development or set of circumstances that has had or is reasonably expected to have, individually or in the aggregate, a PLC Material Adverse Effect, and (iii) through the date of this Agreement, there has not been any action or event, nor any authorization, commitment or agreement by PLC or any of its Subsidiaries with respect to any action or event, that if taken or if it occurred after the date hereof would be prohibited by Section 5.02.

Since the Last PLC Audit Date, none of PLC and its Subsidiaries has engaged, except in the ordinary course of business consistent with past practice, in (i) any trade loading practices or any other promotional sales or discount activity with any customers or distributors with the intent of accelerating to prior fiscal months (including the current fiscal month) sales to the trade or otherwise that would otherwise be expected to occur in subsequent fiscal months, (ii) any practice which would have the effect of modifying the fiscal month during which collections of receivables or payments by PLC or any of its Subsidiaries occur such that such collections or payments occur during a fiscal month other than as would be expected based on past practice, or (iii) any other promotional sales or discount activity similar to that described in clauses (i) and (ii) above.

4.10 No Undisclosed Material Liabilities. Neither PLC nor any of its Subsidiaries have incurred any liabilities or obligations of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, and there is no existing condition, situation or set of circumstances that would reasonably be expected to result in such a liability or obligation except for (a) liabilities and obligations incurred since the Last PLC Audit Date in the ordinary course of business that (individually or in the aggregate) would not reasonably be expected to

have a PLC Material Adverse Effect or (B) liabilities or obligations expressly contemplated by this Agreement.

4.11 Litigation. There is no Proceeding active or pending or, to the knowledge of PLC, threatened against, PLC or any of its Subsidiaries or any of the directors or employees of PLC or any of its Subsidiaries or, to the knowledge of PLC, its stockholders or representatives (in each case insofar as any such matters relate to their activities with PLC or any of its Subsidiaries) at law or in equity, or before any Governmental Authority that (individually or in the aggregate) would have a PLC Material Adverse Effect. Neither PLC nor any of its Subsidiaries is subject to any order, writ, injunction or decree against PLC or any of its Subsidiaries or naming PLC or any of its Subsidiaries as a party or, to the knowledge of PLC, by which any of the employees or representatives of PLC or any of its Subsidiaries is prohibited or restricted from engaging in or otherwise conducting the business of PLC or any of its Subsidiaries as presently conducted and that (individually or in the aggregate) would have a PLC Material Adverse Effect.

To the knowledge of PLC, there is no investigation or review by any Governmental Authority or self-regulatory authority with respect to PLC or any of its Subsidiaries (excluding investigations and reviews of PLC Proprietary Rights applications by the intellectual property offices of a Governmental Authority) or any of their respective employees (insofar as any such investigation or review relates to their activities with PLC or any of its Subsidiaries) pending or threatened, nor has any Governmental Authority or self-regulatory authority indicated to PLC or any of its Subsidiaries in writing or, to the knowledge of PLC, orally, an intention to conduct the same.

4.12 Compliance with Law.

(a) PLC and its Subsidiaries and their businesses and operations are in compliance with all Laws applicable to PLC or such Subsidiaries, except as would not, individually or in the aggregate, reasonably be expected to have a PLC Material Adverse Effect. Neither PLC nor any of its Subsidiaries has received any written notice since January 1, 2013 from any Governmental Authority alleging that PLC or any of its Subsidiaries is not in compliance with any Law or Order, or of any investigation with respect thereto, applicable to PLC or its Subsidiaries which has not been satisfactorily addressed except for violations, if any, that (individually or in the aggregate) could not reasonably be expected to give rise to material fines or other material civil penalties or any criminal liabilities.

4.13 Contracts.

(a) Neither PLC nor any of its Subsidiaries is a party to any of the following types of Contracts (each such Contract and each Contract disclosed in the PLC Disclosures being referred to in this Agreement as a "PLC Material Contract"):

(i) Contract (A) that involves performance of services or delivery of goods, materials, supplies or equipment or developmental commitments to PLC or any of its Subsidiaries, or the payment therefor by PLC or any of its Subsidiaries, in either case providing for an annual payment by PLC of \$1,400,000 or more or (B) between PLC and any distributor or reseller of the products of PLC or any of its Subsidiaries that holds

inventory of the products of PLC or any of its Subsidiaries (“PLC Product Inventory”) whose aggregate value, as of Last PLC Audit Date, exceeded \$1,400,000, pursuant to which PLC or any of its Subsidiaries may be required to repurchase PLC Product Inventory upon the termination of such Contract;

(ii) Contract that contains any exclusivity provisions restricting PLC or any of its affiliates or limits the freedom of PLC or any of its affiliates to compete in any line of business or with any Person or in any area or which would so limit the freedom of PLC or any of its affiliates after the Closing Date;

(iii) lease or sublease (whether of real or personal property) to which PLC or any of its Subsidiaries is party as either lessor or lessee, providing for either (i) annual payments of \$250,000 or more;

(iv) Contract relating in whole or in part to the use, exploitation or practice of any PLC Proprietary Right by PLC or any of its Subsidiaries (including any license or other Contract under which PLC or any of its Subsidiaries is licensee or licensor of any such PLC Proprietary Right (other than Contracts providing for annual payments of less than \$200,000));

(v) Contract relating to clauses (i), (ii), (iii), (iv), (vi) and (vii) of the definition of Indebtedness (whether incurred, assumed, guaranteed or secured by any asset);

(vi) Contract under which PLC or any of its Subsidiaries has, directly or indirectly, made any loan, capital contribution to, or other investment in, any Person (other than PLC or any of its Subsidiaries and other than investments in marketable securities in the ordinary course of business consistent with past practices);

(vii) Contract under which PLC or any of its Subsidiaries has any obligations which have not been satisfied or performed (other than confidentiality obligations) relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise);

(viii) Contract providing for indemnification of any Person with respect to liabilities relating to any current or former business of PLC, any of its Subsidiaries or any predecessor Person other than indemnification obligations of PLC or any of its Subsidiaries pursuant to the provisions of a Contract entered into by PLC or any of its Subsidiaries in the ordinary course of business consistent with past practices;

(ix) partnership, joint venture or other similar Contract or arrangement;

or

employee collective bargaining agreement or other Contract with any labor union or employee representative body (other than for employment at-will or similar arrangements).

(b) Neither PLC nor any of its Subsidiaries, nor, to the knowledge of PLC, any other party thereto, is in violation of or in default under (nor does there exist any condition,

and no event or circumstances have occurred, which upon the passage of time or the giving of notice would cause such a violation of or default under) in any material respect in any PLC Material Contract. Each PLC Material Contract is a valid and binding agreement of PLC or its Subsidiary, as applicable, and, to the knowledge of PLC, any other party thereto, and is in full force and effect except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar Laws affecting creditors' rights generally and by general principles of equity.

4.14 Taxes.

(a) PLC and Merger Sub are engaging in the Merger entirely for the principal business purpose of integrating and aligning the businesses of the Company and PLC in order to increase operational effectiveness and ultimately deliver greater shareholder returns.

(b) Neither PLC, nor any of its Subsidiaries, has taken any action, or has knowledge of any fact or circumstance, that could reasonably be expected to prevent (i) the Merger from qualifying as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(2)(E) of the Code or (ii) PLC from being treated as a corporation under Section 367(a) of the Code with respect to each transfer of property thereto in connection with the Merger.

Except as set forth in the PLC Disclosure Schedules:

(c) All material Tax Returns required by applicable Law to be filed with any Taxing Authority by, or on behalf of, PLC or any of its Subsidiaries have been filed when due in accordance in all material respects with all applicable Laws (taking into account any extension of time which has been granted within which to file), and all such Tax Returns are, or shall be at the time of filing, true and complete in all material respects.

(d) PLC and each of its Subsidiaries has paid (or has had paid on its behalf) or has withheld and remitted to the appropriate Taxing Authority all Taxes due and payable, or, where payment is not yet due or where Taxes are being contested in good faith, has established (or has had established on its behalf and for its sole benefit and recourse) in accordance with International Financial Reporting Standards an adequate accrual for all material Taxes through the end of the last period for which PLC and its Subsidiaries ordinarily record items on their respective books.

(e) The U.K. Tax Returns of PLC and its Subsidiaries through the Tax year ended April 30, 2010 have been examined and closed or are Tax Returns with respect to which the applicable period for assessment under applicable Law, after giving effect to extensions or waivers, has expired.

(f) There are no material Liens or encumbrances for Taxes on any of the assets of PLC or any of its Subsidiaries.

(g) No federal, state, local or foreign audits, examinations, investigations or other Proceedings are pending or, to the knowledge of PLC, threatened with regard to any Taxes or Tax Returns of PLC or its Subsidiaries.

(h) There is currently no effective agreement or other document extending, or having the effect of extending, the period of assessment or collection of any Taxes with respect to PLC or any of its Subsidiaries.

(i) Neither PLC nor any of its Subsidiaries has constituted either a “distributing corporation” or a “controlled corporation” in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code in the five years prior to the date of this Agreement.

(j) Neither PLC nor any of its Subsidiaries has participated in a “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b)(1).

(k) There is no Contract or other arrangement, plan or agreement by or with PLC or any of its Subsidiaries covering any person that, individually or collectively, could give rise to the payment of any amount by PLC or any of its Subsidiaries that would not be deductible by PLC or such Subsidiary by reason of Sections 280G or 162(m) of the Code (or any corresponding provision of state, local or foreign law).

4.15 Employee Benefit Plans.

(a) Except as Disclosed in the PLC Disclosures, neither PLC nor any of its Subsidiaries owes any amount to any of its employees or directors, other than for accrued salary, bonus, holiday pay or reimbursement of expenses and there exist no employment, consulting, severance, retention, termination or change-of-control agreements, arrangements or understandings between PLC or any of its Subsidiaries and any individual current or former employee, independent contractor, officer or director (or any dependent, beneficiary or relative of any of the foregoing) of PLC or any of its Subsidiaries (collectively, the “PLC Employees”) with respect to which the annual cash, contingent and noncontingent payments thereunder exceed \$250,000.

(b) “PLC Benefit Plans” means each “employee benefit plan,” as defined in Section 3(3) of ERISA, each employment, severance or similar contract, retention arrangements and each other plan, policy or agreement providing for incentive compensation, bonuses, redundancy, profit-sharing, stock option or other stock related rights or other forms of incentive or deferred compensation, vacation benefits, employee insurance, health or medical benefits, employee assistance program, disability or sick leave benefits, workers’ compensation, supplemental unemployment benefits, severance benefits, post-employment welfare benefits, retirement benefits, welfare benefits or other benefits which (i) are maintained, administered or contributed to by PLC or any affiliate of PLC and covers any PLC Employees, or (ii) with respect to which PLC or any of its Subsidiaries has any liability. Each material PLC Benefit Plan is Disclosed by the PLC Disclosures.

With respect to PLC Benefit Plans which are subject to the laws of any jurisdiction outside the United States with respect to Employees whose principal place of employment is outside the United States (“PLC Foreign Plans”), (A) to the knowledge of PLC, the PLC Foreign Plans have been maintained in all material respects in accordance with all applicable Laws, (B) if intended to qualify for special Tax treatment, the PLC Foreign Plans meet all requirements for such

treatment, and (C) with respect to Foreign Plans constituting gratuity, termination, indemnity, pension, retirement, deferred compensation or similar plans, such Foreign Plans are fully funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions, and.

(c) Neither PLC nor any ERISA Affiliate nor any predecessor thereof sponsors, maintains or contributes to, has in the past six years sponsored, maintained or contributed to, or otherwise has any liability with respect to (i) any PLC Benefit Plan subject to Title IV of ERISA, (ii) any non-U.S. defined benefit plan, or (iii) any “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA.

(d) Each PLC Benefit Plan which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter or opinion letter, and PLC is not aware of any facts that would result in revocation of any such determination or opinion letter. PLC has made available to the Company copies of the most recent Internal Revenue Service determination letters with respect to each such PLC Benefit Plan. Each PLC Benefit Plan has been funded, administered and maintained in compliance in all material respects with its terms and with the requirements prescribed by all applicable Laws, including ERISA and the Code, which are applicable to such PLC Benefit Plan. PLC has no knowledge of the occurrence of any events with respect to any PLC Benefit Plan that could result in payment or assessment by or against PLC of any material excise Taxes under Sections 4972, 4975, 4976, 4977, 4979, 4980B, 4980D, 4980E or 5000 of the Code.

(e) Except as Disclosed by the PLC Disclosures, the consummation of the Transactions will not (either alone or together with any other event) entitle any employee, director or individual independent contractor of PLC or any of its Subsidiaries to severance pay or accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, or increase the amount payable or trigger any other material obligation pursuant to, any PLC Benefit Plan, or PLC Foreign Plan.

(f) Except as Disclosed by the PLC Disclosures, neither PLC nor any of its Subsidiaries has any material liability in respect of post-retirement health, medical or life insurance benefits coverage for PLC Employees of PLC or any of its Subsidiaries except as required to avoid excise Tax under Section 4980B of the Code or other similar laws. All contributions, premiums and other payments that are due have been paid on a timely basis with respect to each PLC Benefit Plan.

(g) There is no Proceeding pending against or involving (and, to the knowledge of PLC, there is no audit or investigation pending or threatened, and there is no Proceeding threatened, against or involving), any PLC Benefit Plan or PLC Foreign Plan or any fiduciary thereof with respect to their duties under the PLC Benefit Plan or PLC Foreign Plan or the assets of any of the trusts thereunder, before any court or arbitrator or any Governmental Authority.

(h) PLC has made available to the Company true and complete copies of (i) all agreements deemed to be Disclosed against Section 4.15(a) in the PLC Disclosures and PLC Benefit Plans disclosed in the PLC Disclosures and all severance plans and agreements and employment agreements with or relating to directors or executive officers of PLC or any of its

Subsidiaries, and (ii) all plans, programs, agreements and other arrangements of PLC and each of its Subsidiaries with or relating to its PLC Employees which contain change in control provisions.

(i) The PLC Disclosures set forth the amount of any compensation or remuneration of any kind or nature which is or may become payable to any PLC Employee, in whole or in part, by reason of the execution and delivery of this Agreement or the consummation of the Transactions (the “PLC Change of Control Payments”).

4.16 Labor and Employment Matters.

(a) Neither PLC nor any of its Subsidiaries is a party to, or bound by, any collective bargaining agreements or understandings with any works council, labor unions or labor organizations. There is no (i) unfair labor practice, labor dispute (other than routine individual grievances) or labor arbitration proceeding or active or pending claims or facts or circumstances that may give rise to any material claims or, to the knowledge of PLC, claims threatened against PLC or any of its Subsidiaries relating to their businesses, (ii) activity or proceeding by a works council or a labor union or representative thereof to the knowledge of PLC to organize any employees of PLC or any of its Subsidiaries, or (iii) lockout, strike, slowdown, work stoppage or threat thereof by or with respect to such employees, and during the last three years there has not been any such action.

(b) Since January 1, 2011, (i) there has been no “mass layoff” or “plant closing” as defined by the WARN Act in respect of PLC or its Subsidiaries, and (ii) neither PLC nor any of its Subsidiaries has been affected by any transactions or engaged in, or has proposals for, layoffs or collective employment terminations or collective redundancies sufficient in number to trigger application of any state, local or foreign applicable Law or regulation which is similar to the WARN Act.

(c) PLC and each of its Subsidiaries has complied in all material respects with all applicable laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, holidays, fair labor standards, nondiscrimination, workers compensation, collective bargaining and the payment of social security and other payroll taxes. PLC and each of its Subsidiaries has complied in all material respects with all of its collective bargaining agreements or similar agreements.

4.17 Insurance Policies.

PLC and each of its Subsidiaries are covered by valid and currently effective insurance policies issued in favor of PLC that are customary for companies of similar size and financial condition. All such policies are in full force and effect. There is no material claim by PLC or any of its Subsidiaries pending under any of such policies or bonds as to which PLC has been notified that coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. All premiums due and payable under all such policies and bonds have been paid when due, and PLC and its Subsidiaries are otherwise in material compliance with the terms of such policies and bonds. PLC does not have any knowledge of any threatened termination of, cancellation of, or material premium increase with respect to any PLC Insurance Policy.

4.18 Environmental Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a PLC Material Adverse Effect:

(i) no notice, demand, request for information, citation, summons or order has been received, no complaint has been filed, no penalty has been assessed, no Proceeding is pending and, to the knowledge of PLC, no investigation or review is pending or threatened and no Proceeding is threatened by any Governmental Authority or other Person relating to or arising out of any failure of PLC or any of its Subsidiaries to comply with any Environmental Law;

(ii) PLC and its Subsidiaries are and have been in material compliance with all Environmental Laws and all permits required by Environmental Laws;

(iii) there has been no release by PLC or any of its Subsidiaries, or for which PLC or any of its Subsidiaries would reasonably be expected to be liable by Contract or by operation of Law, of any hazardous substance at, under, from or to any facility or real property currently or formerly owned, leased or operated by PLC or any of its Subsidiaries; and

(iv) to the knowledge of PLC, there are no material liabilities of PLC or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise arising under or relating to any Environmental Law, and, to the knowledge of PLC, there is no condition, situation or set of circumstances that would reasonably be expected to result in or be the basis for any such liability.

(b) There has been no environmental investigation, study, audit, test, review or other analysis conducted of which PLC has knowledge in relation to the current or prior business of PLC or any of its Subsidiaries or any property or facility now or previously owned or leased by PLC or any of its Subsidiaries since January 1, 2013 that has not been delivered to the Company at least five business days prior to the date hereof.

(c) For purposes of Section 3.18(b), the terms “PLC” and “Subsidiaries” shall include any entity that is, in whole or in part, a predecessor of PLC or any of its Subsidiaries.

4.19 Intellectual Property.

(a) The PLC Disclosures contain a complete and correct list, including, to the extent applicable, the current status of such registration or application and the jurisdictions in which each such asset has been issued or registered or in which any application for such issuance and registration has been filed, of: (i) all patented or registered Proprietary Rights owned by PLC or its Subsidiaries, including, without limitation, Internet domain name registrations; (ii) all pending patent applications or other applications for registration of Proprietary Rights owned by PLC or its Subsidiaries; (iii) all material unregistered trademarks owned by PLC or its Subsidiaries; and (iv) all software products and services from which PLC or its Subsidiaries has derived within three (3) years preceding the date hereof, is currently deriving or intends to

derive, revenue from the sale, license, maintenance or provision thereof, listed by major point version. “PLC Owned Proprietary Rights” means all Proprietary Rights owned by, or purported to be owned by, PLC or its Subsidiaries.

(b) The PLC Disclosures contain a complete and correct list of: (i) technology owned by any third party and used in the operations of PLC or any of its Subsidiaries (“PLC IT Software”) and for which PLC or its Subsidiaries pay more than \$200,000 in annual support fees; (ii) all other licenses or similar agreements or arrangements, in effect as of the date hereof, in which PLC or any of its Subsidiaries is a party pursuant to which PLC or any of its Subsidiaries is authorized to use any Person’s Proprietary Rights that (A) are incorporated in, embedded in, or forms a part of any product or service manufactured, distributed, provided, or sold by or for PLC or any of its Subsidiaries or are otherwise bundled, redistributed or sublicensed by PLC or any of its Subsidiaries (“PLC Third Party IP”) or (B) are used (or currently proposed to be used) by PLC or any of its Subsidiaries in, and are material to, the business of PLC as currently conducted, other than commercial off-the-shelf software; (iii) other than non-exclusive customer contracts entered into in the ordinary course of business, all licenses or similar agreements or arrangements in which PLC or any of its Subsidiaries is a licensor of Proprietary Rights, including, without limitation, reseller agreements.

(c) PLC or its Subsidiaries exclusively own, free and clear of any and all Liens (other than non-exclusive licenses granted in the ordinary course) all of the PLC Owned Proprietary Rights.

(d) To the knowledge of PLC, all Proprietary Rights necessary for the operation of PLC’s and its Subsidiaries’ businesses (collectively, the “PLC Proprietary Rights”) are either legally and beneficially owned by PLC or its Subsidiaries or lawfully used by them with the consent of the owner under a license. To the knowledge of PLC, neither PLC nor any of its Subsidiaries has received any notice or claim challenging PLC’s ownership of or use of any of the PLC Proprietary Rights, or challenging the effectiveness or enforceability of any licenses of Proprietary Rights to PLC or any of its Subsidiaries, nor to the knowledge of PLC is there a reasonable basis for any claim that PLC does not so own or is not so licensed any such PLC Proprietary Right.

(e) Each of PLC and its Subsidiaries has taken reasonable steps in accordance with standard industry practices to protect its rights in PLC Owned Proprietary Rights and to maintain the confidentiality of all information that constitutes or constituted a trade secret of PLC or any of its Subsidiaries. All current and former employees, consultants and contractors of PLC or any of its Subsidiaries who have made contributions to the development of any PLC products or have conceived, developed or reduced to practice any PLC Proprietary Rights have executed and delivered proprietary information, confidentiality, assignment or consulting agreements, as applicable, substantially in PLC’s standard forms (copies of which have been made available to the Company), except where the failure to obtain such agreements does not have a PLC Material Adverse Effect. None of PLC’s trade secrets have been disclosed to any Person, other than pursuant to an adequate form of written confidentiality agreement, except where the failure to obtain such agreement does not have a PLC Material Adverse Effect.

(f) All PLC Owned Proprietary Rights, where registered, are subsisting and, to the knowledge of PLC, valid and enforceable, and are not being attacked or opposed by any Person (except for office actions in the ordinary course of prosecution).

(g) To its knowledge, neither PLC nor any of its Subsidiaries is a party to any suit, action or proceeding which involves a claim of infringement, unauthorized use, misappropriation, disclosure or violation of any Proprietary Rights used or owned by any Person against PLC or its Subsidiaries.

(h) Neither PLC nor any of its Subsidiaries, nor, to the knowledge of PLC, any third party licensor of all or either of them is in material violation of any license, sublicense or agreement to which PLC or any of its Subsidiaries is a party. Except as otherwise described in the PLC Disclosures, the execution and delivery of this Agreement by PLC and the consummation by PLC of the Transactions will not (i) cause PLC or any of its Subsidiaries to be in material violation or material default under any such license, sublicense or agreement, (ii) result in the termination or modification of any such license, sublicense or agreement, or entitle any other party to terminate or modify such license, sublicense or agreement, or (iii) materially alter, encumber or impair any PLC Proprietary Rights.

(i) Neither the operation of PLC's (nor any of its Subsidiaries') business as currently conducted, nor any activity of PLC (nor any of its Subsidiaries), conflicts with, infringes or misappropriates the Proprietary Rights of any other Person. Except as specifically identified in the PLC Disclosures, neither PLC nor any of its Subsidiaries has received in the three (3) years prior to the date of this Agreement any notice or claim asserting or suggesting that any infringement, misappropriation, violation, dilution or unauthorized use of the Proprietary Rights of any other Person is or may be occurring or has or may have occurred, as a consequence of the business activities of PLC or any of its Subsidiaries (including, but not limited to, its use of PLC Third Party IP), nor to the knowledge of PLC, is there a reasonable basis therefor.

(j) To the knowledge of PLC and except as would not, individually or in the aggregate, reasonably be expected to have a PLC Material Adverse Effect, there is no infringement, violation, disclosure or misappropriation by any third party of any of the Proprietary Rights owned by PLC or its Subsidiaries or used by PLC or its Subsidiaries in the operation of PLC's business.

(k) Neither PLC nor its Subsidiaries have granted nor are any of them obligated (whether under any "open source" license agreement or otherwise) to grant a license to any source code that is incorporated in compiled, binary form in or otherwise forms a part of any proprietary, closed source, product manufactured, distributed and sold by or for PLC or any of its Subsidiaries, other than in connection with any software escrow arrangement entered into between PLC and its customers in the ordinary course of business. The software products of PLC and its Subsidiaries ("PLC Software") do not contain any open source software governed by, and the sale or licensing of the PLC Software in the ordinary course of business is not governed by, in whole or in part, the terms of the GNU General Public License or any other open source license requiring, as a condition of the license, that PLC or its Subsidiaries license or disclose the source code of any of the PLC Software or grant to any Person any rights to or immunities under any of the PLC Proprietary Rights.

(l) To the knowledge of PLC, (i) except for ordinary course software bugs and errors typical for software of the type distributed by PLC, there are no defects in any of PLC's products that would prevent them from performing substantially in accordance with their user specifications and (ii) PLC's products are free from viruses, worms, and Trojan horses, excluding key registration and activation mechanisms, self-help mechanisms, and time limitation mechanisms used in accordance with standard industry practice in evaluation and limited-term products and services. PLC and its Subsidiaries possess all source code and other documentation and materials necessary to compile and operate PLC's products and services.

(m) All PLC IT Software is sufficient in all material for the current needs of PLC's and its Subsidiaries' businesses. PLC and its Subsidiaries maintain commercially reasonable security, disaster recovery and business continuity plans, procedures and facilities. In the last twelve (12) months, there has not been any material failure with respect to any of the PLC IT Software that has not been remedied or replaced in all material respects.

(n) PLC has not been in violation of, and is in compliance with, the Export Administration Act.

4.20 Properties.

(a) To the knowledge of PLC, PLC and each of its Subsidiaries has good and marketable fee title to, or valid leasehold interests in, all of their tangible properties and tangible assets which are reflected in the PLC Audited Financial Statements, or which are, individually or in the aggregate, material to the business or financial condition of PLC. All such assets and properties, other than assets and properties in which PLC or any of its Subsidiaries has leasehold interests, are free and clear of all Liens, except for Permitted Liens.

(b) Other than as Disclosed by the PLC Disclosures, neither PLC nor any of its Subsidiaries owns or has ever owned any real property. The PLC Disclosures set forth a complete and correct list of all real property and interests in real property leased by PLC or any of its Subsidiaries involving annual rental payments in excess of \$250,000.

(c) PLC or its Subsidiaries, as applicable, holds all rights, title and interest of the tenant to all real property leased by PLC or its Subsidiaries, free and clear of any encumbrances created by PLC against its leasehold interest (except Permitted Liens). Each lease relating to such leased real property has been duly authorized and executed by PLC or such Subsidiary, as applicable, and is in full force and effect, and neither PLC nor any of its Subsidiaries is in any material default under any of said leases nor, to the knowledge of PLC, is any other party to such leases in material default.

(d) All tangible assets owned or leased by PLC or its Subsidiaries have been maintained in all material respects in accordance with generally accepted industry practice, are in all material respects in good operating condition and repair, ordinary wear and tear excepted, and are adequate for the uses to which they are being put.

4.21 Interested Party Transactions. Neither PLC nor any of its Subsidiaries, on the one hand, is a party to any transaction or agreement outside the ordinary course of business with any affiliate, stockholder that beneficially owns 5% or more of PLC's outstanding equity interests, or

director or executive officer of PLC or any of its Subsidiaries, on the other hand, other than as specifically disclosed in the PLC Disclosures.

4.22 Certain Business Practices. Neither PLC nor any of its Subsidiaries nor (to the knowledge of PLC) any director, officer, agent or employee of PLC or any of its Subsidiaries (i) used any funds for unlawful contributions, gifts, entertainment or other expenses relating to political activity or for the business of PLC or any of its Subsidiaries, (ii) made any bribe or kickback, illegal political contribution, payment from corporate funds which was incorrectly recorded on the books and records of PLC or any of its Subsidiaries, (iii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns, (iv) violated any provision of the Foreign Corrupt Practices Act of 1977, or (v) made any other unlawful payment.

ARTICLE 5

COVENANTS

5.01 Conduct of Business of the Company. Except for matters required, permitted or contemplated by this Agreement, set forth in Section 5.01 of the Company Disclosure Schedule, or as otherwise consented to in advance in writing by PLC, from the date of this Agreement to the Effective Time, the Company shall use reasonable best efforts to, and shall use reasonable best efforts to cause each of its Subsidiaries to conduct its business in the ordinary course consistent with past practice, maintain in effect all of its permits necessary to conduct its business in the ordinary course consistent with past practice and (i) preserve intact its material assets, material Proprietary Rights and current business organization, (ii) keep available the services of its directors, officers and key employees, and (iii) preserve its relationships with its customers, partners, suppliers, licensors, licensees, distributors and others having material business relationships with it with the objective of preserving unimpaired their goodwill and ongoing business. In addition, without limiting the generality of the foregoing, except for matters required, permitted or contemplated by this Agreement, the Merger, the Debt Refinancing, or set forth in Section 5.01 of the Company Disclosure Schedule, from the date of this Agreement until the Effective Time, the Company shall not, nor shall it permit any of its Subsidiaries to, do any of the following without the prior written consent of PLC (and Wizard shall not, nor shall it permit any of its Subsidiaries to, do any of the matters in Section 5.01(n), without the prior written consent of PLC):

(a) (i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock, property or otherwise) in respect of, or enter into any agreement with respect to the voting of, any capital stock of the Company or any of its Subsidiaries, other than dividends and distributions by a direct or indirect wholly-owned Subsidiary of the Company to its parent, (ii) split, combine or reclassify any capital stock of the Company or any of its Subsidiaries, (iii) issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for, shares of capital stock of the Company or any of its Subsidiaries, (iv) purchase, repurchase, redeem or otherwise acquire any capital stock of the Company or capital stock of the Subsidiaries of the Company (including, without limitation, securities exchangeable for, or options, warrants, calls, commitments or rights of any kind to acquire, capital stock or other equity interests of the Company or any of its Subsidiaries), (v)

amend any term of any capital stock of the Company or of its Subsidiaries (in each case, whether by merger, consolidation or otherwise) or (vi) sell, transfer or pledge, or agree to sell, transfer or pledge, any equity interest owned by the Company in any of its Subsidiaries or alter through merger, liquidation, reorganization, restructuring or in any other fashion the corporate structure or ownership of any of its Subsidiaries;

(b) authorize for issuance, issue, deliver, sell, grant, pledge, transfer, or agree or commit to issue, sell or deliver or otherwise encumber or dispose of or subject to any Lien (whether through the issuance or granting of options, commitments, subscriptions, rights to purchase or otherwise), any shares of the Company's capital stock or the capital stock of any of its Subsidiaries, any other securities or any securities convertible into, or any rights, warrants or options to acquire, any such shares, securities or convertible securities or any other securities or equity equivalents (including without limitation stock appreciation rights or phantom interests);

(c) amend or change its certificate of incorporation, bylaws or comparable organizational documents (whether by merger, consolidation or otherwise);

(d) make any capital expenditures or incur any obligations or liabilities in respect thereof in excess of \$1,500,000 per calendar quarter; provided, that in no event shall any particular capital expenditure (or group of related capital expenditures) be in excess of \$250,000 without the prior written consent of PLC (such consent not to be unreasonably withheld, conditioned or delayed). The restrictions set out in this Section 5.01(d) shall not apply to capital expenditures related to "Project Altitude" and/or "Project Moneyball" pursuant to currently existing contracts, as set out in Section 5.01(d) of the Company Disclosure Schedule;

(e) acquire (i) any material amount of stock or assets of any other Person (in connection with a purchase of such Person's business whether in whole or in part), whether by purchase of stock, purchase of assets, merger, consolidation, or otherwise or (ii) any other material assets (other than assets acquired in the ordinary course of business for amounts that are consistent with past practice);

(f) (i) establish or acquire any Subsidiary other than wholly-owned Subsidiaries or Subsidiaries organized outside of the United States and its territorial possessions or (ii) amend, modify or waive any term of any outstanding security of the Company or any of its Subsidiaries;

(g) other than as currently in existence on the date hereof and as required by the terms of the existing facilities of indebtedness for borrowed money of the Company and its Subsidiaries, pledge, transfer, sell, lease, license, mortgage or otherwise encumber or subject to any Lien or otherwise dispose of any material Subsidiary of the Company or any of the assets or properties of the Company or any of its material Subsidiaries, except for (i) immaterial properties or assets (or immaterial portions of properties or assets) or (ii) pursuant to existing contracts or commitments for inventory in the ordinary course of business consistent with past practice;

(h) (i) grant to any current or former director, officer, employee or consultant of the Company or any Subsidiary of the Company any increase in any manner in compensation or benefits, or pay any bonus thereto except non-material increases in compensation, benefits,

pay or bonuses in each case granted in the ordinary course consistent with past practice in accordance with, and paid on the terms and conditions of, existing bonus plans, policies or agreements, (ii) terminate the employment of any employee other than in the ordinary course of business or grant or pay to any current or former director, officer, employee or consultant of the Company or any Subsidiary of the Company any severance or termination pay or benefits or any increase in severance, change of control or termination pay or benefits, except in connection with actual termination in the ordinary course of any such Person to the extent required under applicable Law or existing plans, policies, agreements or arrangements, (iii) establish, adopt, enter into or amend any Company Benefit Plan or other employee benefit plan or any agreement, arrangement, plan or policy for the benefit of any current or former director, officer or employee (other than entering into offer letters that contemplate “at will” employment without severance benefits or as otherwise permissible under this Section 5.01) or collective bargaining agreement, (iv) take any action to accelerate any rights or benefits or take any action to fund or in any other way secure the payment of compensation or benefits under any Company Benefit Plan or (v) make any Person a beneficiary of any retention or severance plan under which such Person is not, as of the date of this Agreement, a beneficiary which would entitle such Person to payments, vesting, acceleration, or any other right as a consequence of consummation of the Transactions and/or termination of employment;

(i) hire, elect or retain any employee with an expected annual base salary in excess of \$200,000.00, except for prospective employees who have been provided offer letters made available to PLC prior to the date of this Agreement as described in Schedule 5.01(i) of the Company Disclosure Schedule; *provided* that PLC’s consent with respect to this Section 5.01(i) shall not be unreasonably withheld or delayed;

(j) enter into, amend, modify or supplement any agreement, transaction, commitment or arrangement with any affiliate of the Company or any of its Subsidiaries or any current or former officer, director, or employee of an affiliate of the Company or any of its Subsidiaries (or any affiliate of any of the foregoing) other than as contemplated by this Agreement;

(k) revalue in any material respect any of its assets (including, without limitation, writing down or writing off any of its material assets, including any Proprietary Rights and any notes or accounts receivable in any material manner, or making any material change in any method of accounting or accounting principles, practices or procedures, except for any such change required by the Company’s independent auditor pursuant to applicable accounting principles or by applicable Law);

(l) other than as currently in existence on the date hereof and as required by the terms of the existing facilities of indebtedness for borrowed money of the Company and its Subsidiaries (i) assume, purchase, repurchase, prepay or incur any Indebtedness, including by way of a guarantee, issuance or sale of debt securities or any merger, business combination or other acquisition, (ii) issue or sell options, warrants, calls or other rights to acquire any debt securities of the Company or any of its Subsidiaries, (iii) guarantee any debt securities of others (other than in respect of one of its Subsidiaries) or enter into any “keep well” or other agreement to maintain any financial statement or similar condition of another person (other than in respect of one of its Subsidiaries) or enter into any arrangement having the economic effect of any of the

foregoing, (iv) create any Lien on any material asset of the Company or any of the Subsidiaries of the Company, (v) make or forgive any loans, advances or capital contributions to, guarantees for the benefit of, or investments in, any other Person, other than to the Company or any of its wholly owned Subsidiaries; or (vi) assume, guarantee or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person, except for the obligations of the Subsidiaries of the Company permitted under this Agreement;

(m) make or change any Tax election, settle or compromise any material Tax claim, audit or assessment, change any annual Tax accounting period, adopt or change any method of Tax accounting policies, practices and procedures used by the Company and its Subsidiaries as of the date hereof, amend in any material respect any Tax Returns or file claims for material Tax refunds, enter into any closing agreement, settle or compromise any material Tax liability, or surrender any right to claim a Tax refund, offset or other reduction in Tax liability;

(n) take or cause to be taken any action, or knowingly fail to take or cause to be taken any action, which action or failure to act would reasonably be expected to prevent (i) the Merger from qualifying as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(2)(E) of the Code or (ii) PLC from being treated as a corporation under Section 367(a) of the Code with respect to each transfer of property thereto in connection with the Merger;

(o) adopt or put into effect a plan or agreement of, or resolutions providing for or authorizing, any complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any of its material Subsidiaries, other than any transaction specifically contemplated by this Agreement;

(p) enter into or materially amend, modify or supplement any transaction, commitment or Contract outside the ordinary course of business, or waive, release, grant, assign or transfer any of its material rights or claims outside the ordinary course of business and consistent with past practice (whether such rights or claims arise under a Contract or otherwise);

(q) renegotiate or enter into any new license, agreement or arrangement relating to any Proprietary Rights, except for customer channel and/or distribution contracts entered into in the ordinary course of business and consistent with past practice or any contracts renewed in the ordinary course of business and consistent with practice,

(r) (i) initiate, discontinue or settle any litigation, arbitration or mediation proceedings or dispute where the amount claimed (either by or against the Company or any of its Subsidiaries) together with any costs incurred (or likely to be incurred) by it in connection therewith exceeds \$250,000 in any individual case, except (A) where the amount so claimed or settled is reserved against in the Company Audited Financial Statements (for amounts not in excess of such reserves) (B) any proceedings or dispute related to non-compliance by a customer of the Company or one of its Subsidiaries with its Proprietary Rights or (C) any application for an interim injunction or other application or action which is urgently required in the best interest of the Company or any of its Subsidiaries in circumstances in which it is not reasonably practicable to obtain prior consent, or (ii) waive any material benefits of, or agree to modify in any adverse respect, or fail to enforce, or consent to any matter with respect to which its consent

is required under, any confidentiality, standstill or similar Contract to which the Company or any of its Subsidiaries is a party;

(s) except as expressly set forth in Section 5.01(s) of the Company Disclosure Schedule, institute, settle, or agree to settle any material pending or threatened suit, action, claim or litigation, before any arbitrator, court or other Governmental Authority (for the avoidance of doubt, any settlement or Claim, consent decree which involves a conduct remedy or injunctive, equitable or similar relief or has a restrictive impact on business or involves payments in excess of \$250,000 in the aggregate shall be deemed to be material);

(t) agree to (i) any exclusivity provision or covenant of the Company or any of its Subsidiaries not to compete with the business of any other Person, or (ii) any other covenant of the Company or any of its Subsidiaries restricting in any material respect the development, manufacture, marketing or distribution of the products or services of the Company or any of its Subsidiaries or otherwise limiting in any material respect the freedom of the Company or any Subsidiary of the Company to compete in any line of business or with any Person or in any area or to own, operate, sell, transfer, pledge or otherwise dispose of or encumber any material assets or that would so limit the freedom of PLC or any of its affiliates in any material respect after the consummation of the transactions contemplated hereby;

(u) enter into any new line of business;

(v) other than as expressly permitted by this Agreement, take any action for the purpose of preventing, delaying or impeding the consummation of the Merger or the other transactions contemplated by this Agreement;

(w) enter into any agreement or take or omit to take any action that would require the publication by PLC of a supplementary prospectus under section 87G of the FSMA; or

(x) authorize, resolve, commit or agree to take any of the foregoing actions.

5.02 Conduct of Business of PLC. Except for matters required, permitted or contemplated by this Agreement, the PLC Approved Budget, the Draft Prospectus, set forth in Section 5.02 of the PLC Disclosure Schedule, or as otherwise consented to in advance in writing by the Company, from the date of this Agreement to the Effective Time, PLC shall use reasonable best efforts to, and shall use reasonable best efforts to cause each of its Subsidiaries to, conduct its business in the ordinary course consistent with past practice, maintain in effect all of its permits necessary to conduct its business in the ordinary course consistent with past practice and (i) preserve intact its material assets, material Proprietary Rights and current business organization, (ii) keep available the services of its directors, officers and key employees, and (iii) preserve its relationships with its customers, partners, suppliers, licensors, licensees, distributors and others having material business relationships with it with the objective of preserving unimpaired their goodwill and ongoing business. In addition, without limiting the generality of the foregoing, except for matters required, permitted or contemplated by this Agreement, the Merger, the Debt Refinancing, the PLC Approved Budget, the Draft Prospectus, the Return of Value, the Share Capital Consolidation or set forth in Section 5.02 of the PLC

Disclosure Schedule, from the date of this Agreement until the Effective Time, PLC shall not, nor shall it permit any of its Subsidiaries to, do any of the following without the prior written consent of the Company:

(a) (i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock, property or otherwise) in respect of, or enter into any agreement with respect to the voting of, any capital stock of PLC or any of its Subsidiaries, other than (1) the Final Dividend, (2) pursuant to the Return of Value or (3) by a direct or indirect wholly-owned Subsidiary of PLC to its parent, (ii) split, combine or reclassify any capital stock of PLC or any of its Subsidiaries, (iii) issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for, shares of capital stock of PLC or any of its Subsidiaries, other than pursuant to the Return of Value or any equity incentive guidelines in force on the date of this Agreement, (iv) purchase, repurchase, redeem or otherwise acquire any capital stock of PLC or capital stock of the Subsidiaries of PLC (including, without limitation, securities exchangeable for, or options, warrants, calls, commitments or rights of any kind to acquire, capital stock or other equity interests of PLC or any of its Subsidiaries), other than pursuant to currently existing Contracts providing for the repurchase of PLC's capital stock upon the departure or termination of an employee, (v) amend any term of any capital stock of PLC or of its Subsidiaries (in each case, whether by merger, consolidation or otherwise), or (vi) sell, transfer or pledge, or agree to sell, transfer or pledge, any equity interest owned by PLC in any of its Subsidiaries or alter through merger, liquidation, reorganization, restructuring or in any other fashion the corporate structure or ownership of any of its Subsidiaries;

(b) other than as currently in existence on the date hereof and as required by the terms of the existing facilities of indebtedness for borrowed money of PLC and its Subsidiaries, authorize for issuance, issue, deliver, sell, grant, pledge, transfer, or agree or commit to issue, sell or deliver or otherwise encumber or dispose of or subject to any Lien (whether through the issuance or granting of options, commitments, subscriptions, rights to purchase or otherwise), any shares of PLC's capital stock or the capital stock of any of its Subsidiaries, any other securities or any securities convertible into, or any rights, warrants or options to acquire, any such shares, securities or convertible securities or any other securities or equity equivalents (including without limitation stock appreciation rights or phantom interests), other than (i) pursuant to the Return of Value, (ii) the issuance and delivery of shares of capital stock upon the exercise of options or equity incentive rights that are outstanding on the date of this Agreement, (iii) the grant in the ordinary course of business to newly hired employees after the date hereof pursuant to the equity incentive grant plans of PLC in force at the date of this Agreement (provided, that in each case PLC shall reasonably promptly following any such grant inform the Company as to the amount of any equity incentive granted and the strike price therefore) or (iv) the grant of Additional Share Grants (as defined in the Draft Prospectus);

(c) amend or change its certificate of incorporation, bylaws or comparable organizational documents (whether by merger, consolidation or otherwise);

(d) make any capital expenditures or incur any obligations or liabilities in respect thereof other than in accordance with the PLC Approved Budget;

(e) acquire (i) any material amount of stock or assets of any other Person (in connection with a purchase of such Person's business whether in whole or in part), whether by purchase of stock, purchase of assets, merger, consolidation, or otherwise or (ii) any other material assets (other than assets acquired in the ordinary course of business for amounts that are consistent with past practice);

(f) (i) establish or acquire any Subsidiary other than wholly-owned Subsidiaries or Subsidiaries organized outside of the United States and its territorial possessions or (ii) amend, modify or waive any term of any outstanding security of PLC or any of its Subsidiaries;

(g) pledge, transfer, sell, lease, license, mortgage or otherwise encumber or subject to any Lien or otherwise dispose of any material Subsidiary of PLC or any of the assets or properties of PLC or any of its material Subsidiaries, except for (i) immaterial properties or assets (or immaterial portions of properties or assets) or (ii) pursuant to existing contracts or commitments for inventory in the ordinary course of business consistent with past practice;

(h) (i) grant to any current or former director, officer, employee or consultant of PLC or any Subsidiary of PLC any increase in any manner in compensation or benefits, or pay any bonus thereto, or pay/grant Additional Responsibility Allowances and Additional Share Grants (each as defined in the Draft Prospectus), except non-material increases in compensation, benefits, pay or bonuses in each case granted in the ordinary course consistent with past practice in accordance with, and paid on the terms and conditions of, existing bonus plans, policies or agreements, (ii) terminate any employee other than in the ordinary course of business or grant or pay to any current or former director, officer, employee or consultant of PLC or any Subsidiary of PLC any severance or termination pay or benefits or any increase in severance, change of control or termination pay or benefits, except in connection with actual termination in the ordinary course of any such Person to the extent required under applicable Law or existing plans, policies, agreements or arrangements, (iii) establish, adopt, enter into or amend any PLC Benefit Plan or other employee benefit plan or any agreement, arrangement, plan or policy for the benefit of any current or former director, officer or employee (other than entering into offer letters that contemplate "at will" employment without severance benefits or as otherwise permissible under this Section 5.02) or collective bargaining agreement, (iv) take any action to accelerate any rights or benefits or take any action to fund or in any other way secure the payment of compensation or benefits under any PLC Benefit Plan or (v) make any Person a beneficiary of any retention or severance plan under which such Person is not, as of the date of this Agreement, a beneficiary which would entitle such Person to payments, vesting, acceleration, or any other right as a consequence of consummation of the Transactions and/or termination of employment;

(i) hire, elect or retain any employee with an expected annual base salary in excess of \$200,000.00, except for prospective employees who have been provided offer letters made available to the Company prior to the date of this Agreement as described in Schedule 5.02(i) of the PLC Disclosure Schedule; *provided* that the Company's consent with respect to this Section 5.02(i) shall not be unreasonably withheld or delayed;

(j) enter into, amend, modify or supplement any agreement, transaction, commitment or arrangement with any current or former officer, director, employee or other

affiliate of PLC or any of its Subsidiaries (or any affiliate of any of the foregoing) other than as contemplated by this Agreement;

(k) revalue in any material respect any of its assets (including, without limitation, writing down or writing off any of its material assets, including any Proprietary Rights and any notes or accounts receivable in any material manner, or making any material change in any method of accounting or accounting principles, practices or procedures, except for any such change required by: (i) applicable accounting principles or applicable Law or (ii) PLC's independent auditor);

(l) other than as currently in existence on the date hereof and as required by the terms of the existing facilities of indebtedness for borrowed money of PLC and its Subsidiaries (i) assume, purchase, repurchase, prepay or incur any Indebtedness, including by way of a guarantee, issuance or sale of debt securities or any merger, business combination or other acquisition, (ii) issue or sell options, warrants, calls or other rights to acquire any debt securities of PLC or any of its Subsidiaries, (iii) guarantee any debt securities of others (other than in respect one it its Subsidiaries) or enter into any "keep well" or other agreement to maintain any financial statement or similar condition of another person (other than in respect of one of its Subsidiaries) or enter into any arrangement having the economic effect of any of the foregoing, (iv) create any Lien on any material asset of PLC or any of the Subsidiaries of PLC, (v) make or forgive any loans, advances or capital contributions to, guarantees for the benefit of, or investments in, any other Person, other than to PLC or any of its wholly owned Subsidiaries; or (vi) assume, guarantee or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person, except for the obligations of the Subsidiaries of PLC permitted under this Agreement;

(m) make or change any Tax election, settle or compromise any material Tax claim, audit or assessment, change any annual Tax accounting period, adopt or change any method of Tax accounting policies, practices and procedures used by PLC and its Subsidiaries as of the date hereof, amend in any material respect any Tax Returns or file claims for material Tax refunds, enter into any closing agreement, settle or compromise any material Tax liability, or surrender any right to claim a Tax refund, offset or other reduction in Tax liability;

(n) cause Merger Sub, the Company, or the Surviving Corporation to make an election pursuant to Treasury Regulation § 301.7701-3 to be treated as a disregarded entity in connection with the Merger;

(o) adopt or put into effect a plan or agreement of, or resolutions providing for or authorizing, any complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of PLC or any of its material Subsidiaries, other than any transaction specifically contemplated by this Agreement;

(p) enter into or materially amend, modify or supplement any transaction, commitment or Contract outside the ordinary course of business, or waive, release, grant, assign or transfer any of its material rights or claims outside the ordinary course of business and consistent with past practice (whether such rights or claims arise under a Contract or otherwise);

(q) renegotiate or enter into any new license, agreement or arrangement relating to any Proprietary Rights, except for customer channel and/or distribution contracts entered into in the ordinary course of business and consistent with past practice or any contracts renewed in the ordinary course of business and consistent with past practice,

(r) (i) initiate, discontinue or settle any litigation, arbitration or mediation proceedings or dispute where the amount claimed (either by or against PLC or any of its Subsidiaries) together with any costs incurred (or likely to be incurred) by it in connection therewith exceeds \$250,000 in any individual case, except (A) where the amount so claimed or settled is reserved against in the PLC Audited Financial Statements (for amounts not in excess of such reserves) or (B) any proceedings or dispute related to non-compliance by a customer of the Company or one of its Subsidiaries with its Proprietary Rights or (C) any application for an interim injunction or other application or action which is urgently required in the best interest of PLC or any of its Subsidiaries in circumstances in which it is not reasonably practicable to obtain prior consent, or (ii) waive any material benefits of, or agree to modify in any adverse respect, or fail to enforce, or consent to any matter with respect to which its consent is required under, any confidentiality, standstill or similar Contract to which PLC or any of its Subsidiaries is a party;

(s) except as expressly set forth in Section 5.02(s) of the PLC Disclosure Schedule, institute, settle, or agree to settle any material pending or threatened suit, action, claim or litigation, before any arbitrator, court or other Governmental Authority (for the avoidance of doubt, any settlement or Claim, consent decree which involves a conduct remedy or injunctive, equitable or similar relief or has a restrictive impact on business or involves payments in excess of \$250,000 in the aggregate shall be deemed to be material);

(t) agree to (i) any exclusivity provision or covenant of PLC or any of its Subsidiaries not to compete with the business of any other Person, or (ii) any other covenant of PLC or any of its Subsidiaries restricting in any material respect the development, manufacture, marketing or distribution of the products or services of PLC or any of its Subsidiaries or otherwise limiting in any material respect the freedom of PLC or any Subsidiary of PLC to compete in any line of business or with any Person or in any area or to own, operate, sell, transfer, pledge or otherwise dispose of or encumber any material assets;

(u) enter into any new line of business;

(v) other than as expressly permitted by this Agreement, take any action for the purpose of preventing, delaying or impeding the consummation of the Merger or the other transactions contemplated by this Agreement; or

(w) authorize, resolve, commit or agree to take any of the foregoing actions.

5.03 Required Stockholder Approvals, etc. Wizard, as the sole stockholder of the Company, will within 24 hours following execution of this Agreement approve and adopt this Agreement and the Merger and shall deliver evidence of the same to PLC within 24 hours of such adoption.

(b) PLC, as the sole stockholder of Merger Sub, will within 24 hours following execution of this Agreement approve and adopt this Agreement and the Merger and shall deliver evidence of the same to Wizard and the Company within 24 hours of such adoption.

(c) Irrevocable Undertakings. PLC shall promptly following the execution of this Agreement deliver to Wizard and the Company undertakings from each of the directors of PLC irrevocably undertaking to vote their respective PLC Shares for which they each control the voting rights in favor of the Merger and the Transactions at the PLC Shareholders Meeting.

(d) PLC, acting through the board of PLC (the "PLC Board"), shall unless the PLC Board has withdrawn, modified, qualified or resolved not to make the Recommendation, in accordance with applicable Law and its articles of association, duly call, and give notice of, convene and hold a general meeting of its shareholders for the purpose of considering and voting upon the Merger and such other matters as may be necessary to effectuate the Transactions (the "PLC Shareholders Meeting") as soon as reasonably practicable following the completion of the Debt Refinancing Syndication and approval by the UK Listing Authority of the Prospectus. Notwithstanding anything herein to the contrary, the Parties agree that PLC shall only seek to have the Prospectus approved by the UK Listing Authority after completion of the Debt Refinancing Syndication. PLC shall unless the PLC Board has withdrawn, modified, qualified or resolved not to make the Recommendation, not later than ten (10) days following approval by the UK Listing Authority of the Prospectus, mail first class or otherwise distribute, disseminate or make available (as required) to its shareholders the Prospectus and all other materials required in connection with the PLC Shareholders Meeting.

Except to the extent required by applicable Law, the Listing Rules or the articles of association of PLC or as otherwise expressly permitted by this Agreement, PLC will not postpone, adjourn or delay the PLC Shareholders Meeting, except, in each case, after consultation with the Company, (1) to the extent necessary to ensure that any amendment or supplement to the Prospectus required by applicable Law is provided to the shareholders of PLC sufficiently in advance of the PLC Shareholders Meeting or (2) if there are an insufficient number of PLC Shares represented in person or by proxy at the PLC Shareholders Meeting to constitute a quorum or to approve the Merger and such other matters as are necessary to effectuate the Transactions, in which case PLC may adjourn the PLC Shareholders Meeting and use its commercially reasonable efforts to obtain a quorum and the requisite vote to approve the Merger and such other matters to effectuate the Transactions as promptly as practicable in the prevailing circumstances. If any circumstance or matter occurs which the PLC Board believes in good faith might reasonably be expected to entitle it to qualify, modify or withdraw the Recommendation, the PLC Shareholders Meeting may be postponed by the PLC Board while it makes such determination for a maximum of two weeks after the original date of the PLC Shareholders Meeting and nothing in this Agreement shall prevent the PLC Board or PLC from adjourning the PLC Shareholders Meeting for a period of two weeks or less in such circumstances.

The PLC shall not be bound by the provisions of this Section 5.03(d) during an Offer Period and following expiry of the Offer Period the PLC shall be required to reconvene the PLC Shareholders Meeting.

(e) The PLC Board (or, in the case of the proposed new incentive arrangements, the non-executive directors of PLC): (x) shall recommend to the shareholders of PLC that they vote in favour of the Resolutions (the “**Recommendation**”) and shall include the Recommendation in the Prospectus and (y) shall not, at any time prior to the time when the Resolutions are considered at the PLC Shareholders Meeting, withdraw, modify or qualify the Recommendation or fail to make the Recommendation unless in either case:

(A) an announcement is made under Rule 2.4 or Rule 2.7 of the Takeover Code and as a consequence the PLC Board resolves to withdraw, modify, qualify or not to make the Recommendation; or

(B) a new event or circumstance occurs or becomes known to the PLC Board after the date of this Agreement (other than any proposal made in respect of the acquisition of PLC shares) that was not known to or reasonably foreseeable to the PLC Board on or prior to the date of this Agreement, and the PLC Board concludes, having been advised by its financial and legal advisers, that it would be inconsistent with the duties that they owe to PLC in their capacity as directors of PLC to maintain or make (or maintain or make without qualification or modification) the Recommendation. The PLC agrees and acknowledges that the following events and circumstances do not give rise to a termination right for PLC under this Agreement and therefore would not constitute an event or circumstance that would require the Recommendation to be qualified, modified, withdrawn or not to be made: (a) any new event or circumstance relating to the Company other than an event or circumstance that permits PLC to terminate the Merger Agreement, (b) any change in the trading or financial performance of PLC after the date of this Agreement and (c) any PLC Excluded Matter or event giving rise thereto occurring,

provided that, in the case of (B) only, the PLC Board shall notify the Company in writing of its intention so to do as soon as reasonably practicable.

For the avoidance of doubt, the PLC Board shall not have the ability to withdraw, modify or qualify the Recommendation after the shareholders of PLC have approved the Merger.

The only remedy of Wizard, the Company and any other person (including the Financial Sponsors) for any breach of the provisions of this section 5.03(e) shall be for PLC to pay an amount equal to the break fee referred to in section 8.01(c) to the extent that the same does not otherwise become payable thereunder. If the provisions of this section 5.03(e) are breached during an Offer Period, then the PLC shall have no liability if any offer for PLC that is made during the Offer Period is declared unconditional and, otherwise, the obligation to pay such amount shall become immediately due and payable on the termination of the Offer Period. If the provisions of this section 5.03(e) are breached outside an Offer Period, then the obligation to pay such amount shall become immediately due and payable. It is acknowledged and agreed that equitable relief shall not be available for any such breach.

(f) As soon as reasonably practicable following the execution of this Agreement and in connection with the PLC Shareholders Meeting, PLC shall unless the PLC Board has withdrawn, modified, qualified or resolved not to make the Recommendation (i) prepare and file with the UK Listing Authority the Prospectus and use its commercially reasonable efforts to have the Prospectus approved by the UK Listing Authority as soon as practicable, but in any event not before the completion of the Debt Refinancing Syndication, (ii) notify the Company of the receipt of any comments of the UK Listing Authority with respect to the Prospectus and of any requests by the UK Listing Authority for any amendment or supplement thereto or for additional information and shall promptly provide to the Company copies of all correspondence between PLC or any representative of PLC and the UK Listing Authority, (iii) give the Company and its counsel the opportunity to review the Prospectus prior to its being filed with the UK Listing Authority and shall give the Company and its counsel the opportunity to review all amendments and supplements to the Prospectus and all responses to requests for additional information and replies to comments prior to their being filed with, or sent to, the UK Listing Authority, (iv) use its commercially reasonable efforts otherwise to comply with all legal requirements applicable to the PLC Shareholders Meeting and (v) use its commercially reasonable efforts to secure the readmission of the PLC Shares (including the Consideration Shares) to the official list maintained by the UK Listing Authority (the “Official List”) and to trading on London Stock Exchange plc’s main market for listed securities.

5.04 Filings and Consents. (a) Subject to the terms and conditions of this Agreement, each of the parties hereto (i) shall use its commercially reasonable efforts to cooperate with one another in determining which filings are to be made by each party prior to the Effective Time with, and which consents, approvals, permits or authorizations are to be obtained by each party prior to the Effective Time from, Governmental Authorities or other third parties in connection with the execution and delivery of this Agreement and the consummation of the Transactions and (ii) shall use its commercially reasonable efforts to assist the other parties hereto in timely making all such filings and timely seeking all such consents, approvals, permits, authorizations and waivers required to be made and obtained by the other party. Without limiting the foregoing, each of the parties hereto shall (and shall use its commercially reasonable efforts to cause their affiliates, directors, officers, employees, agents, attorneys, accountants and representatives to) consult and fully cooperate with and provide assistance to each other in seeking early termination of any waiting period under the HSR Act and in seeking clearances and consents in respect of applicable foreign merger control or competition laws and regulations; it being agreed that no party shall be under any obligation to divest of any assets or hold separate any assets or take any other similar measures in connection with any demand therefor by any Governmental Authority as a pre-condition to the approval of the Transactions by any such Governmental Authority.

(b) In connection with the foregoing, each party shall, subject to applicable Law and except as prohibited by any applicable Governmental Authority:

(i) promptly notify the other party of any written communication to that party or its affiliates, directors, officers, employees, agents, attorneys, accountants and representatives from any Governmental Authority concerning this Agreement or the transactions contemplated thereby;

(ii) prior to making any application or written communication to, or filing with, any Governmental Authority in connection with this Agreement or the transactions contemplated hereby, each party shall provide the other party with drafts thereof (excluding any confidential information included therein) and afford the other party a reasonable opportunity to comment on such drafts;

(iii) not agree to participate or participate in any substantive meeting with any Governmental Authority in respect of any filings, investigation or inquiry concerning this Agreement or the transactions contemplated hereby unless it consults with the other party in advance and, to the extent permitted by such Governmental Authority, gives the other party to the opportunity to attend and participated; and

(iv) furnish the other party (through outside counsel) with copies of all correspondence, filings and written communications between it and its affiliates, directors, officers, employees, agents, attorneys, accountants and representatives on the one hand, and any Governmental Authority or members of its staff on the other hand, with respect to this Agreement and the transactions contemplated hereby.

(c) Each of the Company and PLC shall bear one half of the fees of any required filing to be made with any Governmental Authorities in connection with the Transactions.

5.05 Access to Information. From the date of this Agreement until the earlier of the Effective Time or the date the Recommendation is withdrawn or the date the Agreement is validly terminated in accordance with Article 7, and subject to the requirements of any Law, including any anti-trust Law, each of the Company and PLC will, and will cause each of its Subsidiaries and its and their affiliates, and each of their respective officers, directors, employees, agents, counsel, accountants, investment bankers, financial advisors and representatives (collectively, “Representatives”) to, give the other and the other’s respective Representatives reasonable access, upon reasonable notice and during normal business hours, to its offices and other facilities, to its senior officers and other Representatives, and to its books and records and will cause its Representatives to furnish or make available to the other and the other’s Representatives such financial and operating data and such other information with respect to its business and operations as the other or the other’s Representatives may from time to time reasonably request, including all information reasonably required by PLC’s advisers to complete the Prospectus in accordance with the Prospectus Rules (and to the extent such information is readily available). Unless otherwise required by Law, each party hereto will, and will cause its Representatives to, hold any such information in confidence in accordance with the terms of the Confidentiality Agreement (as defined below). Except as otherwise agreed to by the parties hereto, and notwithstanding termination of this Agreement, the terms and provisions of the Confidentiality Agreement, agreed to as of April 16, 2014 (as amended, the “Confidentiality Agreement”), between PLC and the Company shall apply to all information furnished hereunder or thereunder. Each of Wizard and the Company acknowledge that information obtained pursuant to this Section 5.05 may (in whole or in part) constitute inside information for the purposes of the Criminal Justice Act 1993 or the market abuse regime under Part VIII of the FSMA and that, without limiting the obligations imposed under those Laws, neither it nor its affiliates will deal in (or encourage any other person to deal in) PLC Shares or securities or base

any behaviour on such information until either the Company or its affiliates (as the case may be) has ceased to have such information for the purposes of those Laws.

5.06 Notification of Certain Matters. Each of the parties hereto shall promptly notify the others in writing of (a) receipt of any notice from any third party alleging that the consent of such third party is or may be required in connection with the Transactions, (b) any Company Material Adverse Effect or PLC Material Adverse Effect, as the case may be, (c) any material claims, actions, proceedings or governmental investigations commenced or, to its knowledge, threatened, involving or affecting the Company or any of its Subsidiaries or any of their property or assets, on the one hand or involving or affecting PLC or any of its Subsidiaries or any of their property or assets, on the other hand, (d) any representation or warranty made by such party contained in this Agreement becoming untrue or inaccurate in any material respect and (e) any failure of Wizard, the Company, PLC or Merger Sub, as the case may be, to comply with or satisfy, in any material respect, any covenant, condition or agreement to be complied with or satisfied by it hereunder. Furthermore, Wizard shall procure that the Company shall notify PLC of (x) any information necessary for PLC to satisfy its obligation to keep the market informed without delay of any developments concerning the Company that would be required to be released by PLC were the Company a Subsidiary of PLC at the relevant time and (y) any fact, matter or occurrence relating to the Company or its Subsidiaries which may give rise to an obligation on PLC to issue a supplementary prospectus under section 87G of the FSMA (any such supplementary prospectus, a “Supplementary Prospectus”). If the PLC Board resolves to issue a Supplementary Prospectus, PLC shall provide a draft copy thereof to the Company as soon as reasonably practicable and provide the Company with an opportunity to discuss and comment upon its contents. Notwithstanding anything in this Agreement to the contrary, no such notification or investigation by any party shall affect the representations, warranties or covenants of any party or the conditions to the obligations of any party hereunder, nor shall it limit or otherwise affect the remedies available hereunder to the party receiving such notice. The Company and Wizard shall without delay inform PLC of any developments concerning the Company and its subsidiaries that would be required to enable PLC to comply with its obligations under LR 5.6.15(4) of the Listing Rules.

5.07 Public Announcements. Each of the parties hereto agrees that, promptly following the execution of this Agreement, PLC shall (a) issue a press release (the “Announcement”) in the Agreed Form announcing the execution of this Agreement and the Transactions and shall publish the information contemplated by LR 5.6.15 of the Listing Rules relating to the Company and its Subsidiaries and (b) make any filings or announcements required by or in accordance with applicable Law (including, without limitation, to the UK Listing Authority or under the Listing Rules (including as contemplated by LR 5.6.18 of the Listing Rules) or to London Stock Exchange plc) attaching, to the extent necessary or appropriate, such press release and a copy of this Agreement as exhibits. Thereafter, until the Effective Time, each of the parties hereto agrees, so far as is reasonably practicable, unless the PLC Board has withdrawn, modified, qualified or resolved not to make the Recommendation as required and as permitted in accordance with the terms of this Agreement (i) to consult promptly with the other prior to issuing any press release or otherwise making any public statement with respect to the Merger and the other Transactions, (ii) to provide to each other for review a copy of any such press release or statement, and (iii) not issue any such press release or make any such public statement without the prior agreement of the other party (such prior agreement not to be

unreasonably withheld or delayed), unless required by applicable Law or the Listing Rules (including, without limitation, by the UK Listing Authority or by London Stock Exchange plc).

5.08 Indemnification; Directors' and Officers' Insurance.

(a) The certificate of incorporation and the bylaws of the Surviving Corporation shall contain provisions with respect to indemnification, advancement of expenses and director exculpation substantially no less favorable than those set forth in the Company's certificate of incorporation and bylaws as in effect at the date hereof (to the extent not inconsistent with applicable Law), which provisions shall not be amended, repealed or otherwise modified in any manner that could adversely affect the rights thereunder of the persons who at any time prior to the Effective Time were entitled to indemnification, advancement of expenses or exculpation under the Company's certificate of incorporation or bylaws in respect of actions or omissions occurring at or prior to the Effective Time (including, without limitation, the Transactions), unless otherwise required by applicable Law.

(b) From and after the Effective Time, the Surviving Corporation and PLC shall, jointly and severally, indemnify, defend and hold harmless each person who is or has been prior to the date hereof or who becomes prior to the Effective Time an officer, director, employee or agent of the Company (collectively, the "Indemnified Parties") against all losses, claims, damages, expenses, liabilities or amounts that are paid in settlement of, or otherwise incurred ("Losses") (but only to the extent such Losses are not otherwise covered by insurance and paid), in connection with any claim, action, suit, demand, proceeding or investigation (a "Claim"), to which any Indemnified Party is or may become a party to by virtue of his or her service as a present or former director, officer, employee or agent of the Company and arising out of actual or alleged events, actions or omissions occurring or alleged to have occurred at or prior to the Effective Time (including, without limitation, the Transactions), in each case, to the fullest extent permitted and provided in the Company's certificate of incorporation and bylaws as in effect at the date hereof (and shall pay expenses in advance of the final disposition of the claim(s) that are reasonably incurred in defending any such action or proceeding to each Indemnified Party to the fullest extent permitted under DGCL as provided in the Company's certificate of incorporation and bylaws as in effect at the date hereof, upon receipt from the Indemnified Party to whom expenses are advanced of the undertaking to repay such advances contemplated by DGCL in the event it is finally determined that such Indemnified Party was not entitled to such advances).

(c) Any Indemnified Party wishing to claim indemnification under this Section 5.08 after the Effective Time, upon learning of any such Claim, shall notify the Surviving Corporation thereof (although the failure to so notify the Surviving Corporation shall not relieve the Surviving Corporation from any liability that the Surviving Corporation may have under this Section 5.08, except to the extent such failure materially prejudices the Surviving Corporation). In the event of any such Claim, the Surviving Corporation shall have the right to assume the defense thereof and the Surviving Corporation shall not be liable to such Indemnified Party for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof, except that if the Surviving Corporation elects not to assume such defense or if there is an actual or potential conflict of interest between, or different defenses exist for the Surviving Corporation and the Indemnified

Party, the Indemnified Party may retain counsel reasonably satisfactory to him or her and the Surviving Corporation shall pay all reasonable fees and expenses of such counsel for the Indemnified Party promptly as statements therefor are received by the Surviving Corporation; provided, however, that (i) the Surviving Corporation shall not, in connection with any such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm in each jurisdiction of attorneys at any time for all Indemnified Parties, (ii) the Surviving Corporation and the Indemnified Parties will cooperate in the defense of any such matter and (iii) the Surviving Corporation shall not be liable for any settlement effected without its prior written consent, which consent will not be unreasonably withheld or delayed; and provided, further, that the Surviving Corporation shall not have any obligation hereunder to any Indemnified Party if and when a court of competent jurisdiction shall ultimately determine that the indemnification of such Indemnified Party in the manner contemplated hereby is prohibited by applicable Law.

(d) Prior to the Effective Time, the Company shall procure a “tail” directors’ and officers’ liability insurance and fiduciary liability insurance policy with terms and conditions reasonably satisfactory to the Company Board, so long as the cost thereof does not exceed \$300,000 in the aggregate, it being agreed that the Company shall use commercially reasonable efforts to obtain competitive quotes for such insurance coverage in an effort to reduce the cost thereof.

(e) This Section 5.08 shall survive the consummation of the Merger and is intended to be for the benefit of, and shall be enforceable by, the Indemnified Parties referred to herein, their heirs, legal representatives, successors, assigns and personal representatives and shall be binding on the Surviving Corporation and its successors and assigns. The provisions of this Section 5.08 are in addition to, and not in substitution for, any other rights to indemnification that the Indemnified Parties, their heirs and personal representatives may have by contract or otherwise.

(f) The agreements and covenants contained herein shall not be deemed to be exclusive of any other rights to which any Indemnified Party is entitled, pursuant to law, contract or otherwise. Nothing in this Agreement is intended to, shall be construed to or shall release, waive or impair any rights to directors’ and officers’ insurance claims under any policy that is or has been in existence with respect to the Company or any of its officers, directors and employees, it being understood and agreed that the indemnification provided for in this Section 5.08 is not prior to, or in subordination for, any such claims under any such policies.

(g) In the event the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then, and in either case, proper provision shall be made so that the successors and assigns of the Surviving Corporation shall assume all of the obligations of the Surviving Corporation set forth in this Section 5.08.

5.09 Further Assurances; Commercially Reasonable Efforts. Except as otherwise provided in this Agreement and without limiting any party’s (or its board’s) statutory or fiduciary duties under applicable Law, prior to the Effective Time, the parties hereto shall use their

commercially reasonable efforts to take, or cause to be taken, all such actions as may be necessary or appropriate in order to effectuate, as expeditiously as practicable, the Merger and the other Transactions on the terms and subject to the conditions set forth in this Agreement.

5.10 Cooperation; etc.

(a) Unless the Recommendation has been withdrawn, each of Wizard and the Company shall provide, and shall cause their and their respective Subsidiaries' directors, officers, auditors and Representatives to provide PLC and its Representatives with such reasonable information and access in relation to Wizard and the Company and such reasonable cooperation so as to enable PLC to prepare the Prospectus and any Supplementary Prospectus (including in each case all information required to verify the contents thereof in relation to Wizard, the Company and its Subsidiaries and their respective affiliates) (and any other PLC disclosure documents), which shall include all information as is required by the Listing Rules and the Prospectus Rules to which PLC is subject. In connection with the Prospectus, the Company shall provide, and shall procure that its directors shall provide, (i) the directors belief statements substantially in the Agreed Form, (ii) the verification notes relating to the Company substantially in the Agreed Form, (iii) a directors responsibility statement in the Agreed Form signed by each of Prescott Ashe and David Golob and (iv) a representation letter addressed to PricewaterhouseCoopers ("PwC") in the Agreed Form (it being agreed that the parties will use reasonable endeavours to procure an amendment to such letter such that there is no liability under that letter for the Company or its directors in the event that the Transaction does not complete).

(b) Without limiting the generality of Section 5.09, the Company and each of PLC and Merger Sub shall co-operate and use their best efforts to obtain the financing contemplated in the Debt Commitment Letters or, alternatively, substantially similar debt financing on substantially similar terms to that contemplated by the Debt Commitment Letters (the "Debt Refinancing"). Prior to the Effective Time, each party hereto shall keep the others reasonably informed of material developments in respect of the status and terms of the Debt Refinancing. In order to assist the parties hereto in consummating the Debt Refinancing, each of the Company, PLC and Merger Sub shall, and shall cause each of its Representatives to, provide such assistance and cooperation in connection with the Debt Refinancing as may reasonably be requested by any party hereto, including, without limitation, causing, providing or permitting (i) the participation of the Company's and PLC's, as applicable, management and other Representatives in, and their assistance in preparation of materials for, meetings, presentations, confidential information memorandum presentations, due diligence sessions, drafting sessions and rating agency presentations with applicable lenders; (ii) the assistance of the Company's and PLC's, as applicable, management and Representatives with the drafting, negotiation and finalisation of loan documentation for the Debt Refinancing and the provision of information regarding the combined business; (iii) execution and delivery of any credit agreements, security documents, guarantees, certificates or other documents (which (other than any authorization letters in connection with any confidential information memorandum or management letters in order to obtain auditor consent) shall not be delivered to the applicable lenders prior to the Effective Time other than in escrow with release of any signatures from escrow to occur substantially simultaneously with the Effective Time) required in connection with the Debt Refinancing; (iv) assistance with the pledging of, and the granting and the perfection of security

interests in, collateral contemplated by the Debt Refinancing; (v) furnishing all financial statements, pro forma financial statements, projections, business and other financial data, audit reports and other information of the Business, and any supplements thereto required in connection with the Debt Refinancing (vi) assistance with satisfying of all conditions precedent and (in respect of the PLC and the Merger Sub only) compliance by PLC with the covenants in the Debt Commitment Letters (including payment of fees) and (vii) assistance in the preparation of confidential information memoranda, syndicate memoranda or similar documents and the provision of customary authorization letters with respect thereto. Each of the Company and each of PLC and Merger Sub hereby consent to the use of its and its Subsidiaries' trademarks, servicemarks and logos in connection with the Debt Refinancing; *provided* that such trademarks, servicemarks and logos shall be used in a manner that is not intended to materially harm or disparage any of Wizard, the Company, PLC, Merger Sub or any of their respective Subsidiaries.

5.11 Transition Assistance. The parties hereto shall work cooperatively to implement a transition plan to be developed by PLC to integrate the businesses of the Company and PLC or any affiliate of PLC as identified by PLC as seamlessly as possible and as soon as reasonably practicable on or after the Effective Time. Without limiting the generality of the foregoing, the Company will assist PLC in an effort to integrate and rationalize any employee benefit plans and arrangements maintained by the Company as soon as possible on or after the Effective Time, and will take all commercially reasonable actions requested by PLC in furtherance thereof.

5.12 Certain Employee Matters.

(a) Unless otherwise agreed by the parties, PLC undertakes to Wizard that it and its Subsidiaries (including the Company and its Subsidiaries) shall from the Closing Date and, subject to the provisions of Section 5.12(e), fully safeguard the rights under law and under their contracts of employment of those individuals who are immediately prior to the Closing Date employed by the Company or its Subsidiaries (such individuals "Continuing Employees").

(b) As of and following the Closing Date, to the extent not prohibited under the terms of PLC Benefit Plans, PLC will provide Continuing Employees with full credit for eligibility and vesting purposes (other than vesting of future equity awards) and for purposes of determining future vacation accruals and severance benefits under the Company Benefit Plans and PLC Benefit Plans that are offered to Continuing Employees in the future for all service with the Company or its Subsidiaries (or predecessor employers) prior to the Closing Date; provided, that (i) such service would have been credited under a comparable Company Benefit Plan, (ii) such service need not be credited to the extent it would result in a duplication of benefits, and (iii) such service credit shall not be given with respect to benefit accruals under any defined benefit pension plan or the retiree medical savings account plan.

(c) At PLC's request, no later than five (5) business days prior to the Closing Date, the Company Board shall adopt resolutions terminating the Company 401(k) retirement plan (the "401(k) Plan") effective no later than the day prior to the Closing Date. If terminated and following such termination, the Company shall make no further contributions to the 401(k) Plan, all participants in the 401(k) Plan shall vest 100% in their respective account balances, and the plan administrator of the 401(k) Plan shall be authorized, but not directed, to apply for a favorable determination letter from the Internal Revenue Service with respect to the termination

of the 401(k) Plan. Subject to PLC's reasonable review and comment, which review and comment shall be given within two business days following a request by the Company for such review and comment, the Company shall be entitled to communicate, prior to the Effective Time, with the employees of the Company and other participants in the 401(k) Plan regarding the effect of such plan termination.

(d) The Company shall give PLC reasonable advance opportunity to review and provide input on any communications with employees of the Company or any of its Subsidiaries relating to the impact of the Transactions including regarding such employees' compensation and benefits and the treatment of the Company Benefit Plans following the Closing. In that regard, the Company shall use commercially reasonable efforts to agree upon such communications with PLC in advance and ensure that copies of all written communications and/or slides for presentations, if applicable, are provided to PLC as soon as practicable in advance of the intended communication.

(e) Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement, (ii) shall alter or limit the Company's, PLC's or their affiliates' ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement, (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment, or (iv) is intended to confer upon any individual (including employees, retirees, or dependents or beneficiaries of employees or retirees) any right as a third-party beneficiary of this Agreement.

5.13 Transfer of Assets to the Company/Surviving Corporation.

(a) Subject to Section 5.13(b), Wizard acknowledges the possibility that Wizard or its affiliates holds or owns assets that are used or held for use in the business of operated or conducted by the Company and its Subsidiaries that the intention of the parties hereto is for the Surviving Corporation to be the owner of all such assets (the "Company Assets"). Effective as of and conditional on occurrence of the Effective Time, without further consideration, Wizard hereby transfers such Company Assets to the Company (and as of the Effective Time, the Surviving Corporation) and agrees that Wizard and its affiliates shall execute and deliver to the Company (and as of the Effective Time, the Surviving Corporation) such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions, including causing any affiliate of Wizard to transfer such Company Assets to the Company (and as of the Effective Time, the Surviving Corporation).

(b) The patents and patent applications owned by Novell Intellectual Property Holdings, Inc. that are subject to the Patent Cross License Agreement dated November 21, 2010, between Longview Software Acquisition Corp, Wizard Holding Corporation, CPTN Holdings LLC, Apple, Inc., EMC Corporation, Microsoft Corporation and Oracle Corporation ("Patent Cross License") shall not be transferred to the Company pursuant to Section 5.13(a). For the avoidance of doubt, such patents and patent applications shall continue to be licensed to The Attachmate Group, Inc. (as successor to Wizard Holding Corporation) and Novell, Inc. (as

successor to Longview Software Acquisition Corp.) subject to the terms of the Patent Cross License.

5.14 General Release.

(a) Effective as of the Effective Time, except with respect to a claim arising out of this Agreement or the other agreements contemplated hereby or the Patent Cross License, Wizard on behalf of itself and its affiliates and assigns hereby unconditionally and irrevocably waives, releases and forever discharges each of the Company (and as of the Effective Time, the Surviving Corporation) and its Subsidiaries and each of their respective past and present directors, officers, employees, agents, predecessors, successors, assigns, equityholders, partners, insurers, and affiliates from any and all liabilities of any kind or nature whatsoever, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, and Wizard shall not seek to recover any amounts in connection therewith or thereunder from the Company (and as of the Effective Time, the Surviving Corporation) or any of its Subsidiaries. Wizard understands that this is a full and final release of all claims, demands, causes of action and liabilities of any nature whatsoever, whether or not known, suspected or claimed, that could have been asserted in any legal or equitable proceeding against the Company (and as of the Effective Time, the Surviving Corporation) or any of its Subsidiaries, except as expressly set forth in this Section. Wizard represents that it is not aware of any claim, lien or cause of action by it other than the claims that are waived, released and forever discharged by this Section. To the extent permitted by law, Wizard expressly waives all rights afforded by any statute which limits the effect of a release with respect to unknown claims. Wizard understands the significance of its release of unknown claims and its waiver of statutory protection against a release of unknown claims.

(b) Effective as of the Effective Time, except with respect to a claim arising out of this Agreement or the other agreements contemplated hereby or the Patent Cross License, the Company on behalf of itself and its Subsidiaries and assigns hereby unconditionally and irrevocably waives, releases and forever discharges each of Wizard and its affiliates and each of their respective past and present directors, officers, employees, agents, predecessors, successors, assigns, equityholders, partners, insurers, and affiliates from any and all liabilities of any kind or nature whatsoever, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, and the Company shall not seek to recover any amounts in connection therewith or thereunder from the Wizard or any of its affiliates. The Company understands that this is a full and final release of all claims, demands, causes of action and liabilities of any nature whatsoever, whether or not known, suspected or claimed, that could have been asserted in any legal or equitable proceeding against Wizard or any of its affiliates, except as expressly set forth in this Section. The Company represents that it is not aware of any claim, lien or cause of action by it or its Subsidiaries other than the claims that are waived, released and forever discharged by this Section. To the extent permitted by law, the Company expressly waives all rights afforded by any statute which limits the effect of a release with respect to unknown claims. The Company understands the significance of its release of unknown claims and its waiver of statutory protection against a release of unknown claims.

5.15 Termination of Certain Contracts; etc. Wizard agrees that each contract, agreement, or arrangement (other than this Agreement and any other agreement entered into in

connection with the Closing and the agreements, if any, set forth on the attached Schedule 5.16(b) between the Company (and as of the Effective Time, the Surviving Corporation) or its Subsidiaries, on the one hand, and Wizard, on the other hand, shall hereby be terminated effective as of and conditional on occurrence of the Effective Time without any further liability or obligations on the part of the Company (and as of the Effective Time, the Surviving Corporation) or its Subsidiaries or Wizard thereunder, and Wizard, as applicable, shall execute and deliver, and cause any applicable affiliates thereof to execute and deliver, any further documentation reasonably requested by PLC to give effect to or evidence the foregoing.

5.16 Tax. The Parties intend for the Merger to be a statutory merger treated as a reorganization described in Code Sections 368(a)(1)(A) and 368(a)(2)(E) of the Code which will not be subject to U.S. federal income tax under Section 367(a) of the Code by reason of Treasury Regulation § 1.367(a)-3(c). Except as otherwise required by a final “determination” (within the meaning of Section 1313(a)(1) of the Code), in any Tax filing or proceeding the Parties shall not take any position inconsistent with such treatment. The Parties agree to take all reasonable action within their control to achieve such treatment for the Merger and to cause the Surviving Corporation to take all reasonable action within their control to achieve such treatment, including, but not limited to satisfying the documentation, reporting, and filing requirements set forth in Treasury Regulation § 1.367(a)-3(c)(6).

5.17 Tax Representation Letters

(a) The Company shall deliver to Baker & McKenzie LLP a tax representation letter in the Agreed Form, dated as of the Closing Date and signed by an officer of the Company.

(b) PLC shall to deliver to Baker & McKenzie LLP a tax representation letter in the Agreed Form, dated as of the Closing Date and signed by an officer of the PLC.

ARTICLE 6

CONDITIONS TO CONSUMMATION OF THE MERGER

6.01 Conditions to the Obligations of Each Party. The respective obligations of Wizard, the Company, PLC and Merger Sub to consummate the Merger are subject to the satisfaction, at or before the Effective Time, of each of the following conditions:

(a) PLC Approval. PLC shall have obtained the PLC Approval;

(b) No Orders and Injunctions. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law, rule, regulation, executive order or decree, judgment, injunction, ruling or other order, whether temporary, preliminary or permanent (collectively, “Order”), that is then in effect and has the effect of preventing or prohibiting consummation of the Merger or otherwise imposing material limitations on the ability of Merger Sub and PLC effectively to acquire or hold the business of the Company and its Subsidiaries; provided, however, that each of the parties hereto shall use their commercially reasonable efforts to have any such Order vacated;

(c) Merger Control Consents. (i) The applicable waiting periods (and any extension thereof) and any applicable approvals under the HSR Act shall have expired or been earlier terminated or shall have been obtained, as applicable; and (ii) merger control clearances shall have been issued (or deemed to have been issued) by the Austrian and German competition authorities in each case without such clearance being subject to any conditions or obligations that are not on terms reasonably satisfactory to the parties;

(d) LSE. The admission of the Consideration Shares and readmission of the PLC Shares (i) to the Official List becoming effective by the making of an announcement in accordance with Listing Rule 3.2.7 and (ii) to trading on London Stock Exchange plc's market for listed securities becoming effective in accordance with the latest Admission and Disclosure Standards issued by London Stock Exchange plc ("Admission"); and

(e) Debt Refinancing. The Debt Refinancing shall have been consummated.

6.02 Conditions to Obligations of PLC and Merger Sub. The obligations of each of PLC and Merger Sub to consummate the Merger are subject to the satisfaction, at or before the Effective Time, of each of the following additional conditions, unless waived by PLC, acting under the direction of its board of directors, in writing prior to the Effective Time:

(a) Representations and Warranties. The representations and warranties contained in Article 3 shall be true and correct (i) as of the date of this Agreement and (ii) as of the Closing Date as though then made on and as of the Closing Date, except for those representations and warranties that address matters only as of a particular date (in which case such representations and warranties shall be true and correct as of such date); provided that, (x) all qualifications of, and references to, "Company Material Adverse Effect", "materiality", "material" and/or "material respects" in such representations and warranties shall be ignored for purposes of this Section 6.02(a) and (y) in the event of a breach of such a representation or warranty, the condition set forth in this Section 6.02(a) shall be deemed satisfied unless the effect of all such breaches of such representations and warranties taken together has had, or would reasonably be expected to have, a Company Material Adverse Effect;

(b) Covenants and Agreements. Each of Wizard and the Company shall have in all material respects, performed all obligations and complied with all agreements and covenants required to be performed by them or complied with by them under this Agreement at or prior to the Effective Time;

(c) No Company Material Adverse Effect. No circumstance, effect, event or change shall have occurred prior to the Effective Time which, individually or in the aggregate, has had, or would reasonably be expected to have, a Company Material Adverse Effect;

(d) Officers' Certificate. At the Closing, the Company shall deliver an Officers' Certificate, duly executed by the Company's Chief Executive Officer or Chief Financial Officer and dated as of the Closing Date, stating that the conditions to Closing set forth in Sections 6.02(a) and (b) above have been satisfied; and

(e) Relationship Agreement. At the Closing, Wizard shall deliver to PLC the Relationship Agreement in the form attached to this Agreement as Exhibit A, duly executed by all the parties thereto, other than PLC.

6.03 Conditions to Obligation of Wizard and the Company. The obligations of Wizard and the Company to consummate the Merger are subject to the satisfaction, at or before the Effective Time, of each of the following additional conditions, unless waived by the Company, acting under the direction of its board of directors, in writing prior to the Effective Time:

(a) Representations and Warranties. The representations and warranties contained in Article 4 shall be true and correct (i) as of the date of this Agreement and (ii) as of the Closing Date as though then made on and as of the Closing Date, except for those representations and warranties that address matters only as of a particular date (in which case such representations and warranties shall be true and correct as of such date); provided that, (x) all qualifications of, and references to, “PLC Material Adverse Effect”, “materiality”, “material” and/or “material respects” in such representations and warranties shall be ignored for purposes of this Section 6.03(a) and (y) in the event of a breach of such a representation or warranty, the condition set forth in this Section 6.03(a) shall be deemed satisfied unless the effect of all such breaches of such representations and warranties taken together has had, or would reasonably be expected to have, a PLC Material Adverse Effect;

(b) Covenants and Agreements. Each of PLC and Merger Sub shall have, in all material respects, performed all obligations and complied with all agreements and covenants required to be performed by them or complied with by them under this Agreement at or prior to the Effective Time;

(c) No PLC Material Adverse Effect. No circumstance, effect, event or change shall have occurred prior to the Effective Time which, individually or in the aggregate, has had, or would reasonably be expected to have, a PLC Material Adverse Effect;

(d) Officers’ Certificate. At the Closing, PLC shall deliver an Officers’ Certificate, duly executed by its respective Chief Executive Officer or Chief Financial Officer and dated as of the Closing Date, stating that the conditions to Closing set forth in Sections 6.03(a) and (b) above have been satisfied; and

(e) Relationship Agreement. At the Closing, PLC shall deliver to Wizard the Relationship Agreement in the form attached to this Agreement as Exhibit A, duly executed by PLC.

ARTICLE 7

TERMINATION

7.01 Termination by Mutual Consent. This Agreement may be terminated and the Merger and other Transactions may be abandoned at any time prior to the Effective Time, before or after the PLC Approval has been obtained, by the mutual written consent of the Company, acting under the direction of the Company Board, and PLC, acting under the direction of the PLC Board.

7.02 Termination by PLC or the Company. This Agreement may be terminated and the Merger and other Transactions may be abandoned at any time prior to the Effective Time, before or after the PLC Approval has been obtained, by either PLC, on the one hand, by action of the PLC Board, or the Company, on the other hand, by action of the Company Board:

(a) if any Governmental Authority shall have issued an Order (which has not been vacated, withdrawn or overturned) permanently restraining, enjoining or otherwise prohibiting the consummation of the Merger and such Order shall have become final and nonappealable; provided, however, that the right to terminate this Agreement pursuant to this Section 7.02(a) shall not be available to any party that has failed to perform in all material respects its obligations under Section 5.09;

(b) if the Merger shall not have been consummated on or before February 12, 2015 (the "Expiration Date"); provided, however, that the right to terminate this Agreement under this Section 7.02(b) shall not be available to any party whose failure to perform any covenant or obligation under this Agreement has been the cause of or resulted in the failure of the Merger to have been consummated on or before the Expiration Date;

(c) if there shall be any Law that makes consummation of the Merger illegal or otherwise prohibited;

(d) two Business Days following the PLC Shareholders Meeting or any adjournment thereof if the PLC Approval shall not have been obtained at that PLC Shareholders Meeting or any adjournment or postponement thereof at which a vote on such approval was taken; or

(e) two Business Days following any offer for PLC becoming or being declared wholly unconditional, if an offer for PLC becomes or is declared wholly unconditional.

7.03 Termination by PLC. This Agreement may be terminated and the Merger and other Transactions may be abandoned at any time prior to the Effective Time, before or after the PLC Approval has been obtained, by action of the PLC Board, if the Company or Wizard shall have breached any of its representations, warranties, covenants or other agreements set forth in this Agreement or any such representation or warranty shall have become untrue after the date of this Agreement (in either case, a "Terminating Company Breach") and such Terminating Company Breach (individually or when aggregated with other breaches) (i) would give rise to the failure of a condition set forth in Section 6.02(a) or Section 6.02(b) and (ii) has not been cured within ten (10) business days after notice thereof is received by the Company; provided that PLC shall have no right to terminate this Agreement pursuant to this Section 7.03(a) if there is an uncured Terminating PLC Breach at the time of the Terminating Company Breach.

7.04 Termination by the Company. This Agreement may be terminated by the Company, acting under the direction of the Company Board, and the Merger and other Transactions may be abandoned:

(a) if, at any time prior to the Effective Time, before or after the PLC Approval has been obtained, PLC or Merger Sub shall have breached any of their respective representations, warranties, covenants or other agreements set forth in this Agreement or any

such representation or warranty shall have become untrue after the date of this Agreement (in either case, a “Terminating PLC Breach”) and such Terminating PLC Breach (individually or when aggregated with other breaches) (i) would give rise to the failure of a condition set forth in Section 6.03(a) or Section 6.03(b) and (ii) is not cured within ten (10) business days after written notice thereof is received by PLC; provided that the Company shall have no right to terminate this Agreement pursuant to this Section 7.04(a) if there is an uncured Terminating Company Breach at the time of the Terminating PLC Breach; or

(b) if, at any time prior to the PLC Approval having been obtained, (i) PLC fails to send notice of the PLC Shareholders Meeting on or prior to the date that is fifteen days after the date of completion of the Debt Refinancing Syndication or, if earlier, ten days after the final approval of the Prospectus by the UK Listing Authority or (ii) PLC sends notice of the PLC Shareholders Meeting but fails to include, modifies or qualifies the Recommendation in such notice and in the Prospectus or (ii) the PLC Board withdraws, modifies or qualifies the Recommendation; or

(c) at any time, if the PLC Shareholders Meeting has not been held and considered the Resolutions by the date that is two weeks after the original date set for the PLC Shareholders Meeting in the notice of the PLC Shareholders Meeting and Prospectus.

7.05 Effect of Termination. In the event of the termination of this Agreement and abandonment of the Merger and other Transactions pursuant to this Article 7, this Agreement shall forthwith become null and void and have no effect, without any liability on the part of any party or its officers, directors, stockholders, affiliates and agents, other than (i) any antecedent breach of Section 5 that has the effect of making any condition in Section 6.01 incapable of satisfaction and (ii) the provisions of the last sentence of Section 5.05 (Access to Information) and the provisions of Sections 5.07 (Public Announcements), 7.05 (Effect of Termination), 8.01 (Payment of Fees and Expenses), 8.03 (No Survival) and 8.08 (Governing Law). Nothing contained in this Section 7.05 shall relieve any party hereto from liability for any intentional breach of this Agreement.

ARTICLE 8

MISCELLANEOUS

8.01 Payment of Fees and Expenses.

(a) Except as otherwise specified in this Agreement, each of the parties hereto shall bear its own costs and expenses incurred by or on behalf of such party in preparing for, entering into and carrying out this Agreement and the consummation of the Merger and the financing of the Transactions.

(b) The Surviving Corporation shall bear the fees and expenses of the Company and Wizard in respect of the consummation of the Merger and the financing of the Transactions, and such fees and expenses shall be settled on the Closing Date.

(c) If this Agreement is terminated by the Company pursuant to Section 7.04(b) other than where the PLC Board has failed to send notice of the PLC Shareholders

Meeting during an Offer Period and/or withdrawn, modified, qualified or not made the Recommendation during an Offer Period (including, for the avoidance of doubt, at commencement of the Offer Period), then, within five (5) business days after any such termination of this Agreement, PLC shall pay to the Company £11,786,249 (including any associated tax) in cash and in immediately available funds to such account as the Company may designate in writing. If this Agreement is terminated by the Company pursuant to Section 7.04(b) where the PLC Board has failed to send notice of the PLC Shareholders Meeting during an Offer Period and/or withdrawn, modified, qualified or not made the Recommendation during an Offer Period, if the third party offer or possible offer that commenced the Offer Period and all competing third party offers subsequently lapse or are withdrawn, then, within five (5) business days after the lapsing or withdrawal of all such third party offers, PLC shall pay to the Company £11,786,249 (including any associated tax) in cash and in immediately available funds to such account as the Company may designate in writing. Any payment due by PLC for breach of section 5.03(e) shall reduce any amount otherwise payable under this section 8.01(c).

(d) If this Agreement is terminated in accordance with Article 7 by any party for any reason, the Company and PLC shall bear the out of pocket costs and expenses associated with the Debt Refinancing and any competition filings in connection with the Transactions on a 50/50 equal basis, and each shall reasonably promptly reimburse the other as necessary post-termination so that such costs and expenses are borne on a 50/50 equal basis.

8.02 Specific Performance. Subject to Section 5.03(e), the parties hereto agree that irreparable damage would occur to one party in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached by the other party. It is accordingly agreed that either party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement by the other party and to seek to enforce specifically the terms and provisions of this Agreement against the other party without bond or other security being required, this being in addition to any other remedy to which they are entitled at law or in equity; it being understood that the consummation of the Merger and the other transactions contemplated hereby is subject to the satisfaction of the conditions set forth in this Agreement including, without limitation, the PLC Approval having been obtained.

8.03 No Survival. The representations and warranties made in this Agreement shall not survive beyond the Effective Time or the termination of this Agreement and, following the Effective Time or the termination of this Agreement, no party shall have any liability to any other party in respect of the warranties.

8.04 Modification or Amendment. This Agreement may be amended by the parties hereto at any time before or after the PLC Approval has been obtained; provided, however, that after any such approval, there shall not be made any amendment that by applicable Law requires the further approval by the shareholders of PLC without such further approval. Without limiting the foregoing, this Agreement may not be amended or modified except by an instrument in writing signed by the parties. It is further agreed that the Debt Financing Sources are intended to be third-party beneficiaries of, and shall be entitled to the protections of, the second paragraph of Section 8.09, Section 8.10 as relates to the Debt Commitment Letters and Section 8.18, and as such, such provisions of this Agreement shall not be amended without the consent of the Lenders. The parties undertake to amend this Agreement in order to give effect to any final

ruling made by the Takeover Panel that any provision of this Agreement is not permitted by Rule 21.2 of the Takeover Code.

8.05 Entire Agreement; Assignment. This Agreement (including the documents and the instruments referred to herein) and the Confidentiality Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties (except that each of PLC and Merger Sub may assign its rights, interests and obligations to any of their respective affiliates or direct or indirect Subsidiaries without the consent of Wizard or the Company, so long as they remain primarily obligated with respect to any such delegated obligation). Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

8.06 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, unless the effects of such invalidity, illegality or unenforceability would prevent the parties from realizing the major portion of the economic benefits of the Merger that they currently anticipate obtaining therefrom, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the Transactions are fulfilled to the extent possible.

8.07 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given as follows:

if to PLC or Merger Sub, to:

Micro Focus International PLC
The Lawn
22-30 Old Bath Road
Newbury
Berkshire RG14 1QN
United Kingdom
Attn: General Counsel
Facsimile No.: +44 1635 565451

with a copy to:

Kirkland & Ellis LLP
555 California Street, 27th Floor
San Francisco, CA 94104
USA
Attention: Jeffrey B. Golden, P.C.

Facsimile No.: (415) 439-1500

and

Travers Smith LLP
10 Snow Hill
London
EC1A 2AL
United Kingdom
Attention: Spencer Summerfield
Facsimile No.: +44 (20) 7295 3000

if to Wizard or the Company, to:

Kirkland & Ellis LLP
555 California Street, 27th Floor
San Francisco, CA 94104
USA
Attention: Jeremy Veit
Facsimile No.: (415) 439-1500

with a copy to:

Linklaters LLP
One Silk Street
London
EC2Y 8HQ
United Kingdom
Attention: David Holdsworth
Facsimile No.: +44 (20) 7456 2222

or to such other address or facsimile number as such party may hereafter specify for the purpose by notice to each other party hereto. All such notices, requests and other communications shall be deemed received (i) on the date of delivery if delivered personally, (ii) on the date of confirmation of receipt of transmission by facsimile transmission, or (iii) on the date of confirmation of receipt if delivered by an internationally recognized courier service.

8.08 Governing Law. This Agreement and the rights and obligations of the parties including all non-contractual obligations arising under or in connection with this Agreement shall be governed by and construed in accordance with the laws of England and Wales.

8.09 Submission to Jurisdiction. Solely with respect to any action or proceeding brought by a party to this Agreement arising out of or relating to this Agreement, including any non-contractual obligation arising out of or in connection with this Agreement, each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of England and Wales (the "Appropriate Court"). Each of the parties hereto agrees that, subject to rights with respect to post-trial motions and rights of appeal

or other avenues of review, a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in the Appropriate Court in accordance with the foregoing. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Notwithstanding the foregoing and Section 8.08 hereof and without limitation of Section 8.02 hereof, each of the parties hereto (for themselves and on behalf of their Affiliates) agrees that any claims or causes of action brought against any Debt Financing Source in its capacity as such will not be brought in any forum other than the federal and New York State courts located in the Borough of Manhattan within the City of New York and shall be governed by the law of the State of New York and the parties hereto and their Affiliates will not support any claim or cause of action brought against any Debt Financing Source outside of the federal and New York State courts located in the Borough of Manhattan within the City of New York.

8.10 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE DEBT COMMITMENT LETTERS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.11 Certain Definitions. As used in this Agreement:

- (a) “Admission” has the meaning given to it in Section 6.01(d);
- (b) “affiliate,” as applied to any person, means any other person directly or indirectly controlling, controlled by, or under common control with, that person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise;
- (c) “Agreed Form” means, in relation to a document, the form of that document initialed by or on behalf of each of the parties for identification;
- (d) “Announcement” has the meaning given to it in Section 5.07;
- (e) “Code” means the Internal Revenue Code of 1986, as amended;
- (f) “Company Material Adverse Effect” has the meaning given to it in Section 3.01;
- (g) “Contract” or “Contracts” has the meaning given to them in Section 3.04;

(h) “Data Room” means the electronic data room facility set up for the purposes of the Merger and maintained by “RR Donnelley Venue” up to and including the date of this Agreement;

(i) “Debt Commitment Letters” means the executed debt commitment letters from Bank of America, N.A, HSBC Bank Plc, Royal Bank of Canada, Goldman Sachs Bank USA, Credit Suisse AG, Merrill Lynch, Pierce Fenner and Smith Incorporated, HSBC Securities (USA) Inc., RBC Capital Markets and Credit Suisse Securities (collectively, the “Lenders”) pursuant to which such financing sources party thereto have committed, subject only to the terms and conditions set forth therein, to lend the amounts set forth therein.

(j) “Debt Financing Sources” means the Lenders and their Affiliates, and the current, former or future partners, shareholders, members, managers, agents, representative, employees, directors and officers of the foregoing, and their respective successors and assigns.

(k) “Debt Refinancing Syndication” means, with respect to the completion thereof, when the agent, arrangers, lenders and any other financing sources have no further rights under the Debt Commitment Letters and any fee letters related thereto to amend, modify, supplement or change the terms and provisions set forth therein without the consent of the borrower thereunder.

(l) “Draft Prospectus” means the draft of the Prospectus in the Agreed Form which is acknowledged will need to be updated (among other things) to reflect the Announcement and the proposed change in the mechanics to the Share Capital Consolidation;

(m) “Disclosed” means disclosed with sufficient details to enable PLC, the Merger Sub, the Company and/or Wizard (as applicable) to reasonably identify the scope and extent of the matter being disclosed;

(n) “Environmental Laws” has the meaning given to it in Section 3.18(v);

(o) “Final Dividend” has the meaning given to it in Section 2.02(b);

(p) “FSMA” means the UK’s Financial Services and Markets Act 2000 (as amended);

(q) “Indebtedness” means, with respect to any Person, (i) indebtedness for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (ii) obligations evidenced by notes, bonds, debentures or other similar instruments, (iii) obligations under leases (contingent or otherwise, as obligor, guarantor or otherwise) required to be accounted for as capitalized leases pursuant to generally agreed accounting principles, (iv) obligations for amounts drawn under acceptances, letters of credit, contingent reimbursement liabilities with respect to letters of credit or similar facilities, (v) any liability for the deferred purchase price of property or services, contingent or otherwise, as obligor or otherwise, (vi) guarantees and similar commitments relating to any of the foregoing items, and (vii) any accrued and unpaid interest on, and any prepayment premiums, penalties or similar contractual charges in respect of, any of the foregoing.

(r) “knowledge of the Company” shall be deemed to be the actual knowledge of the executive officers of the Company having reviewed this Agreement and made all reasonable enquiry of each other;

(s) “knowledge of PLC” shall be deemed to be the actual knowledge of the executive officers of PLC having reviewed this Agreement and made all reasonable enquiry of each other;

(t) “Law” or “Laws” has the meaning given to them in Section 3.04;

(u) “Lein” or “Leins” has the meaning given to them in Section 3.04;

(v) “Offer Period” means an offer period (as defined in the Takeover Code) relating to an offer or possible offer for the PLC;

(w) “Person” or “person” means any individual, corporation, partnership, limited liability company, trust, or any other entity;

(x) “PLC Disclosures” mean those items Disclosed in the Data Room or PLC Disclosure Schedule;

(y) “Permitted Liens” means: (i) statutory liens for Taxes that are not yet due and payable; (ii) statutory liens to secure obligations to landlords, lessors or renters under leases or rental agreements; (iii) deposits or pledges made in connection with, or to secure payment of, workers’ compensation, unemployment insurance or similar programs mandated by applicable Laws; (iv) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens; or (v) Liens imposed on the underlying fee interest in leased property;

(z) “PLC Approved Budget” means the operating and planning budget of PLC and its Subsidiaries in the Agreed Form;

(aa) “PLC Public Reports” means the audited consolidated accounts and unaudited interim consolidated accounts of PLC, each announcement publicly disclosed by PLC through a Regulatory Information Service and each document issued to PLC shareholders by PLC;

(bb) “PLC Shares” means, ordinary shares in the capital of PLC (as may be consolidated in connection with the Return of Value);

(cc) “PLC Share Plans” means the employee incentive plans described in the Draft Prospectus as the “PLC Share Plans”;

(dd) “Proceeding” has the meaning given to it in Section 3.11;

(ee) “Proprietary Rights” has the meaning given to it in Section 3.19(a);

(ff) “Prospectus” means the prospectus to be approved by the UK Listing Authority and published by PLC in accordance with PR 3.2 of the Prospectus Rules in connection with the Transactions, which shall include a circular to the shareholders of PLC prepared under the Listing Rules convening the PLC Shareholders Meeting;

(gg) “Prospectus Rules” means the prospectus rules made by the UK Listing Authority under Part VI of the FSMA;

(hh) “Recommendation” has the meaning given to it in Section 5.03(e);

(ii) “Relevant Accounting Standards” means, generally accepted United Kingdom accounting policies, practices, principles and conventions, using all relevant International Financial Reporting Standards as adopted by the EU, including all IFRS (International Financial Reporting Standards) and IAS (International Accounting Standards) issued or adopted by the International Accounting Standards Board and all Interpretations issued by the International Financial Reporting Interpretations Committee (IFRIC) and the Standing Interpretations Committee (SIC) and all relevant statements and recommendations from professional accountancy bodies;

(jj) “Resolutions” means the resolutions to approve, amongst other things, the Merger and the new incentive arrangements, in the form set out in the Draft Prospectus, which will be included in the Prospectus;

(kk) “Return of Value” means the proposed return of value to PLC Shareholders of 60 pence for every PLC Share held by way of a B/C share scheme as described in the Announcement and Draft Prospectus (and excluding, for the avoidance of doubt, the Share Capital Consolidation);

(ll) “Share Capital Consolidation” means the proposed share capital consolidation as described in the Announcement with 0.9285 PLC Shares being received in substitution for each PLC Share held;

(mm) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, partnership, limited liability company, joint venture or other entity of which such Person (either alone or through or together with any other Subsidiary), owns, directly or indirectly, more than 50% of the stock or other equity or beneficial interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation, partnership, limited liability company, joint venture or other entity; and

(nn) “Takeover Code” means the UK City Code on Takeovers and Mergers;

(oo) “Takeover Panel” means The Panel on Takeovers and Mergers, whose main functions are to issue and administer the Takeover Code;

(pp) “UK Listing Authority” means the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the FMSA, including where

the content so prescribes, any committee, employee, officer or servant to whom any function of the UK Listing Authority may from time to time be delegated.

8.12 Agent for Service/Deemed Service. Wizard and the Company irrevocably authorizes and appoints Hackwood Secretaries Limited (ref: David Holdsworth) of One Silk Street, London EC2Y8HQ (or the firm which at the time in question has succeeded to it and carries on its practice) as its agent for service of notices and/or proceedings in relation to any matter arising out of or in connection with this Agreement.

8.13 Foreign Equivalence. Reference in this Agreement to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term.

8.14 Third-Party Beneficiaries. Except as expressly provided for in Section 5.08 and in Section 8.04 with respect to the Debt Financing Sources, no other provision of this Agreement which benefits any Person other than the parties hereto shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any such Person.

8.15 Extension; Waiver. At any time prior to the Effective Time, a party may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained in this Agreement or in any document delivered pursuant to this Agreement or (c) subject to the proviso in Section 8.04, waive compliance by the other party with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

8.16 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8.17 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement, and any one of which may be delivered by facsimile.

8.18 Debt Financing Sources. The Company, Wizard and their respective Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders shall not have any rights or claims against any of the Debt Financing Sources in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the performance of any financing commitments of such Debt Financing Sources with respect to the transactions contemplated hereby, whether at law or equity, in contract, in tort or otherwise. No Debt Financing Source shall have any liability (whether in contract, in tort or otherwise) to the Company, Wizard and their respective Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in

respect of, or by reason of, the transactions contemplated hereby and thereby, including any dispute arising out of or relating in any way to the performance of any financing commitments.

* * * * *

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officer thereunto duly authorized, all as of the day and year first above written.

MICRO FOCUS INTERNATIONAL PLC

By: _____
Name:
Title:

MINERVA MERGER SUB, INC.

By: _____
Name:
Title:

WIZARD PARENT, LLC

By: Prescott Ashe
Name: Prescott Ashe
Title:

THE ATTACHMATE GROUP INC.

By: Prescott Ashe
Name: Prescott Ashe
Title:

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officer thereunto duly authorized, all as of the day and year first above written.

MICRO FOCUS INTERNATIONAL PLC

By: 
Name: _____
Title: _____

MINERVA MERGER SUB, INC.

By: 
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Title: _____

WIZARD PARENT, LLC

By: _____
Name: _____
Title: _____

THE ATTACHMATE GROUP INC.

By: _____
Name: _____
Title: _____