

## DIRECTOR'S IRREVOCABLE UNDERTAKING

To: Wizard  
705 5<sup>th</sup> Avenue South  
Suite 1100  
Seattle WA 98104  
United States of America

Dear Sirs

### MINERVA INTERNATIONAL PLC


1. I refer to the proposed merger of a wholly owned subsidiary of Minerva International plc (the "**Company**") with The Athena Group, Inc. ("**Athena**") (the "**Merger**"), the issue of ordinary shares of the Company to Wizard Parent LLC ("**Wizard**") pursuant to the Merger (the "**Consideration Shares**") and, the proposed return of value to Shareholders (the "**Return of Value**"), the cancellation of the Company's listing on the premium listing segment of the Official List of the Financial Conduct Authority of all of the Company's existing ordinary shares, and the application for the immediate readmission of those ordinary shares and the admission of the Consideration Shares to (i) the premium listing segment of the Official List of the Financial Conduct Authority and (ii) trading on the London Stock Exchange's market for listed securities and the combined circular and prospectus relating thereto (the "**Prospectus**").
2. I understand that the Prospectus will include a notice (the "**Notice**") in relation to a general meeting of the members of the Company (the "**General Meeting**") which the Company proposes to convene on [●] 2014 at which it will propose to pass various resolutions in order to seek approval from the members of the Company for the Merger, the Return of Value and certain other matters.
3. The obligations under this irrevocable undertaking will cease to be binding in the event that the merger agreement to be entered into between the Company, Athena and Wizard in relation to the Merger ("**Merger Agreement**") either fails to become unconditional in all respects or is terminated in accordance with its terms.
4. I hereby irrevocably warrant and undertake to you that:
  - 4.1 I am the beneficial owner of and/or control the rights attaching to 130,000 ordinary shares of 13 13/24 pence each in the capital of the Company and hold 15,552 of these shares in my own name ("**Directly Held Shares** ") all of which are fully paid and are held by me free of all liens, charges or encumbrances (each an "**Encumbrance**");
  - 4.2 I have the full power and authority to and will, or where applicable, will procure that the registered holder of the Directly Held Shares will, in person or by proxy, cast all votes (whether on a show of hands or a poll) in relation to the Directly Held Shares at the General Meeting in favour of all the resolutions set out in the Notice and against any resolution or proposal to adjourn the General Meeting.
5. I further undertake to you that:
  - 5.1 I have the requisite powers and authorities to enter into and perform the undertakings contained herein;
  - 5.2 I shall procure that the registered holder of the Directly Held Shares shall vote, or shall appoint a proxy to vote, at the General Meeting and at any adjournment thereof in favour of

the resolutions set out in the Notice and to vote against any adjournment of the General Meeting, on which the registered holder is permitted by law and under the articles of association of the Company to vote in respect of the Directly Held Shares save in relation to Resolution 4 set out in the notice of General Meeting set out at the end of the Prospectus; and

- 5.3 I shall not, and shall procure that the registered holder of the Directly Held Shares shall not, between the date hereof and the date of the General Meeting or any adjournment thereof, sell, transfer, charge, grant options over, or otherwise dispose of or encumber (including, without limitation, the creation of any Encumbrance) or do anything which could restrict the voting rights of any of the Directly Held Shares in any manner which could or might restrict or affect the exercise of voting rights in respect of such shares.
6. Any time, date or period mentioned in this irrevocable undertaking may be extended by mutual agreement in writing between the parties hereto or otherwise as provided herein, but as regards any time, date or period originally fixed or so extended as aforesaid time shall be of the essence.
7. I consent to:
- 7.1 the announcement of the Merger ("**Announcement**") containing references to me and to this deed substantially in the terms set out in the Announcement;
- 7.2 the inclusion of references to me and particulars of this deed being set out in the Merger Agreement; and
- 7.3 this deed being published on a website as required by Rule 26.1 and Note 4 on Rule 21.2 of the UK Takeover Code on Takeovers and Mergers.
8. This irrevocable undertaking shall be governed by and construed in accordance with English law and I hereby submit to the non-exclusive jurisdiction of the English courts.
9. The parties to this undertaking agree that none of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
10. Without prejudice to any other rights or remedies you may have, I acknowledge and agree that damages may not be an adequate remedy for any breach by me of any of my obligations under this deed. You shall be entitled to the remedies of injunction, specific performance, and other equitable relief for any threatened or actual breach of any such obligation and no proof of special damages shall be necessary for the enforcement by you of your rights under this deed.


Dated this 9 September 2014

SIGNED as a DEED and DELIVERED  
by MIKE PHILLIPS

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in the presence of:

Witness

Signature: 

Name: .....

Address: .....

.....  
LOUISE CRAMPTON  
MICRO FOCUS  
NEUBURY  
.....  
.....

Occupation: .....

EXECUTIVE ASSISTANT