

specify the number of Ordinary Shares which they would be prepared to acquire either at specified prices or at the Offer Price (as finally determined). Subject to the Joint Global Co-ordinators and the Company agreeing allocations, there is no minimum or maximum numbers of Ordinary Shares which can be applied for. This process is expected to be completed by 10 December 2009. Allocations under the Global Offer will be determined by the Joint Global Co-ordinators following consultation with, and subject to approval by, the Company following this process. A number of factors will be considered in deciding the Offer Price and the bases of allocation under the Global Offer, including the level and the nature of the demand for Ordinary Shares and the objective of encouraging the development of an orderly after-market in the Ordinary Shares.

All Ordinary Shares issued or sold pursuant to the Global Offer will be issued or sold, payable in full, at the Offer Price. The number of Ordinary Shares allocated and the basis of allocation are expected to be announced on 11 December 2009, at which point prospective investors will be advised, amongst other matters, of the Offer Price and the number of Ordinary Shares allocated to them under the Global Offer.

Upon notification of any allocation, prospective investors will be contractually committed to acquire the number of Ordinary Shares allocated to them at the Offer Price and, to the fullest extent permitted by law, will be deemed to have agreed not to exercise any rights to rescind or terminate, or otherwise withdraw from, such commitment. Dealing may not begin before notification is made. The rights attaching to the Ordinary Shares will be uniform in all respects and will form a single class for all purposes. The proportions in which particular allocations of Ordinary Shares under the Global Offer will comprise of Sale Shares and New Ordinary Shares may vary at the sole discretion of the Joint Global Co-ordinators following consultation with, and subject to approval by the Company.

## 11. LOCK-UP ARRANGEMENTS

The Company, the Hellman & Friedman Fund Vehicles, the Nominee and the Directors, pursuant to the Underwriting Agreement, and the Individual Shareholders, pursuant to individual deeds of undertaking between the Nominee, the Company, Oxford Partners and the relevant Individual Shareholder, have each agreed to certain lock-up arrangements.

- Pursuant to the Underwriting Agreement, the Company has undertaken to each of the Managers that, during the period of six months from the date of Admission, it will not, without the prior written consent of the Joint Global Co-ordinators (on behalf of the Managers), directly or indirectly: (i) issue, offer, lend, mortgage, assign, charge, pledge, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell or issue, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares or any interest in Ordinary Shares or any securities convertible into or exercisable or exchangeable for, or substantially similar to, Ordinary Shares or any interest in Ordinary Shares or file any registration statement under the Securities Act or file or publish any prospectus with respect to any of the foregoing; or (ii) enter into any swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares, whether any such swap or transaction described in (i) or (ii) above is to be settled by delivery of the Ordinary Shares or such other securities, in cash or otherwise. The undertaking given by the Company shall not apply to:
  - (1) the issue and offer by or on behalf of the Company of the Ordinary Shares pursuant to the Global Offer;
  - (2) the issue by the Company of any Ordinary Shares (whether or not upon the exercise of an option), and/or the grant of any option, under the Company's long term incentive plans as described in paragraph 10 of Part XII: "Additional Information" (whether or not in existence as at the date of Admission); and
  - (3) the issue by the Company of Ordinary Shares pursuant to the conditional allotment referred to in paragraph 3.8 of Part XII: "Additional Information".

For the avoidance of doubt, funds managed by the Company may take any action in relation to the Ordinary Shares without regard to the lock-up provisions.

- Pursuant to the Underwriting Agreement, each of the Hellman & Friedman Fund Vehicles has undertaken, amongst other things, to each of the Managers that, during the period of six months from the date of Admission, it will not, without the prior written consent of the Joint Global

Co-ordinators (on behalf of the Managers), directly or indirectly: (i) offer, lend, mortgage, assign, charge, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares or any interest in Ordinary Shares or any securities convertible into or exercisable or exchangeable for, or substantially similar to, Ordinary Shares or any interest in Ordinary Shares or file any registration statement under the Securities Act or file or publish any prospectus with respect to any of the foregoing; or (ii) enter into any swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares, whether any such swap or transaction described in (i) or (ii) above is to be settled by delivery of the Ordinary Shares or such other securities, in cash or otherwise. The undertaking given by each of the Hellman & Friedman Fund Vehicles does not:

- (1) apply to the offer and sale by or on behalf of either Hellman & Friedman Fund Vehicle of any Sale Shares pursuant to the Underwriting Agreement or any transfers pursuant to the related stock lending agreement;
- (2) prevent (i) an acceptance of a general offer for the ordinary share capital of the Company; or (ii) the provision of an irrevocable undertaking to accept such an offer (or to vote on a scheme, as below); (iii) a sale of Ordinary Shares to an offeror or potential offeror during an offer period (within the meaning of the City Code); or (iv) voting on, and any Disposal directly or indirectly (as defined below) arising in respect of, a scheme of arrangement or analogous procedure in respect of the ordinary share capital of the Company;
- (3) apply to any Disposal (as defined below) of Ordinary Shares acquired following Admission other than:
  - (i) all or any Ordinary Shares which are allotted or issued to it pursuant to any capital reorganisation (including, for the avoidance of doubt, by way of capitalisation of profits, share premium account or any capital or reserve account of the Company) on or after Admission in respect of Ordinary Shares beneficially owned, held or controlled by it on Admission; or
  - (ii) all or any Ordinary Shares issued after the date of the Underwriting Agreement pursuant to the conversion of options or similar rights held by it at Admission;
- (4) prevent any title to or interest in any Ordinary Shares being disposed of by either Hellman & Friedman Fund Vehicle:
  - (i) to one or more companies or other entities (including, without limitation, any fund, limited partnership or other partnership, whether or not having legal personality) (each, a “Fund Entity”) of which either Hellman & Friedman Fund Vehicle (or an H&F group undertaking for the time being) is a general partner, adviser, sub-advisor, trustee, nominee, or manager (each, a “Fund-Related Entity”);
  - (ii) to any other Fund Entity, Fund-Related Entity or H&F group undertaking; or
  - (iii) on a distribution under the constitutive documents of a Fund Entity, directly or indirectly to the partners in or holders of units in, or to shareholders of, participants in or the holders of other interests in such Fund Entity (or to a nominee or trustee for any such partners, holders, members or investors),

and for these purposes an “H&F group undertaking” shall be construed as any entity owned or controlled, directly or indirectly, by all or substantially of the managing directors from time to time of Hellman & Friedman LLC or its successors or assigns, provided that: (x) prior to the making of any such disposal as described in this sub-paragraph (4), the transferee shall have agreed to be bound by the restrictions of this undertaking as if it were the relevant Hellman & Friedman Fund Vehicle, by the execution and delivery to the Joint Global Coordinators of a deed of adherence; and (y) in the event that any such transferee is to cease to be an entity described in this sub-paragraph (4), any such interest in any Ordinary Shares will, prior to such cessation, be transferred to the relevant Hellman & Friedman Fund Vehicle or another permitted transferee who falls within this sub-paragraph (4) and has executed and delivered to the Joint Global Coordinators a deed of adherence;

- (5) prevent any Disposal arising by operation of or required by law;

- (6) prevent any Disposal arising pursuant to an order of a court of competent jurisdiction requiring any Ordinary Share to be sold or transferred or a consent order which has the same effect;
  - (7) prevent any Disposal pursuant to an offer by the Company to purchase its own Ordinary Shares which is made on identical terms to all holders of Ordinary Shares and otherwise complies with the requirements of applicable law;
  - (8) prevent any deposit or withdrawal of Ordinary Shares into or out of, as the case may be, CREST (including through any intermediary broker or other person); or
  - (9) prevent any Disposal of Ordinary Shares or rights to Ordinary Shares issued to either Hellman & Friedman Fund Vehicle by the Company by way of rights issue.
- Each of the Directors, pursuant to the Underwriting Agreement, and each of the Individual Shareholders, pursuant to individual deeds of undertaking, has severally undertaken, amongst other things, to each of the Managers that, except as provided below, during the Restricted Period (as defined below), he, she or it will not effect any Disposal directly or indirectly (as defined below), but provided that the undertaking shall not apply to any of the following:
    - (1) (i) in the 12 month period following the first publication of the Company's annual results for the year ended 31 December 2010, Disposals in respect of up to a number of Ordinary Shares equal to 33.3% of the Ordinary Shares beneficially owned or held by such person (and, in the case of the Individual Shareholders, held by the Nominee) on Admission; and (ii) in each of the following 12 month periods, Disposals of up to a number of Ordinary Shares equal to a further 33.3% of such Ordinary Shares (plus any Ordinary Shares carried forward from a previous period in which permitted Disposals may be made and in relation to which the person still retains an interest);
    - (2) any Disposal entered into and made in and for the purpose of the Global Offer pursuant to the Underwriting Agreement;
    - (3) any Disposal notified in writing in advance to the Joint Global Co-ordinators and the Company and to which the Joint Global Co-ordinators and the Company give their prior consent in writing;
    - (4) (i) an acceptance of a general offer for the ordinary share capital of the Company (or the implementation of a scheme or arrangement or analogous procedure in respect of the ordinary share capital of the Company); or (ii) the provision of an irrevocable undertaking to accept such an offer; or (iii) a sale of Ordinary Shares to an offeror or potential offeror during an offer period (within the meaning of the City Code);
    - (5) any Disposal by way of gift: (i) by any individual to a Family Member; (ii) by any individual to any person or persons acting in the capacity of trustee or trustees of a trust created by such individual or, upon any change of trustees of a trust so created, to the new trustee or trustees, provided that the trust is established for charitable purposes only or there are no persons beneficially interested under the trust other than the individual and his Family Members; or (iii) by the trustee or trustees of a trust to which paragraph (ii) applies to any person beneficially interested under that trust, in each case provided that, prior to the making of any such Disposal, the relevant individual shall have satisfied the Joint Global Co-ordinators that the transferee falls within one of the categories in (i) to (iii) above;
    - (6) any Disposal arising by operation of law or required by law or to or by personal representatives of an individual who dies during the Restricted Period;
    - (7) any Disposal pursuant to any offer by the Company to purchase its own Ordinary Shares which is made on identical terms to all holders of Ordinary Shares in the Company and otherwise complies with the requirements of applicable law;
    - (8) any Disposal involving the transfer of rights to new Ordinary Shares to be issued by way of rights issue;
    - (9) any transfer of Ordinary Shares beneficially owned or held by such person (and, in the case of the Individual Shareholders, held by the Nominee) on Admission by the Nominee to Barclays Wealth Trustees (Guernsey) Limited, acting as trustee of the Gartmore Employee Benefit Trust,

- or any replacement or additional trustee appointed from time to time, upon forfeiture by the Individual Shareholder;
- (10) any Disposal of Ordinary Shares with a value equal to the value of any tax liability of such person arising in connection with its participation in the Global Offer;
  - (11) any Disposal pursuant to an order of a court of competent jurisdiction requiring any Ordinary Shares held by the Nominee to be sold or transferred or a consent order which has the same effect;
  - (12) any deposit or withdrawal by the Nominee of some or all of Ordinary Shares into or from the CREST settlement system (including through any intermediary broker or other person); and
  - (13) any Disposal of Ordinary Shares acquired following Admission other than: (i) all or any Ordinary Shares which are allotted or issued to it, him or her pursuant to any capital reorganisation (including, for the avoidance of doubt, by way of capitalisation of profits, share premium account or any capital or reserve account of the Company) on or after Admission in respect of Ordinary Shares beneficially owned, held or controlled by him on Admission; and (ii) all or any Ordinary Shares issued after the date of Admission pursuant to the conversion of options or similar rights held by it, him or her at Admission,

provided that, (i) any Disposals pursuant to the undertaking shall be notified in advance to the Joint Global Co-ordinators in writing two business days prior to the entry into of any agreement relating to the same and, as regards any transfer to personal representatives pursuant to paragraph (6) above, as soon after such transfer as shall be practicable; (ii) any Disposals pursuant to paragraphs (1), (6) (insofar as they relate to a sale by the personal representatives), (8) and (13) above shall be effected in accordance with the reasonable requirements of the Joint Global Co-ordinators (acting in good faith) so as to ensure an orderly market in the Company's listed securities; and (iii) prior to the making of any Disposal pursuant to paragraph (5) above, the transferee shall have agreed to be bound by this undertaking as if it were the transferor by execution and delivery to the Joint Global Co-ordinators of a form of deed of adherence.

The Nominee has undertaken that it will not, without the prior written consent of the Joint Global Coordinators, the Company and the Hellman & Friedman Fund Vehicles, take any direct or indirect action that would result in a breach by any Individual Shareholders of the lock-up provisions applying to the Individual Shareholders.

For purposes of the undertakings above, (i) "Disposal" includes any offer, sale, contract to sell, grant or sale of options over, purchase of any option or contract to sell, transfer, charge, pledge, grant of any right or warrant to purchase or otherwise transfer, lend, or dispose of, directly or indirectly, any Ordinary Shares (or, in the case of the Individual Shareholders, Ordinary Shares held on their behalf by the Nominee) or any securities convertible into or exercisable or exchangeable for Ordinary Shares or the entry into of any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of Ordinary Shares, whether any such transaction described above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise or any other disposal or agreement to dispose of any Ordinary Shares or any announcement or other publication of the intention to do any of the foregoing and "dispose" shall be construed accordingly; (ii) "Family Member" means, in relation to an individual, the spouse, parent, widow, widower, cohabitee, adult sibling, child or grandchild (including such child or grandchild by adoption or step child) of such individual; (iii) an "interest" in Ordinary Shares is defined in the Underwriting Agreement as having the meaning given to that term in Part 22 of the Companies Act 2006 and the term "interested" shall be construed accordingly; and (iv) "Restricted Period" means the period ending three years following the first publication of the Company's annual results for the year ending 31 December 2010.

## **12. SELLING AND TRANSFER RESTRICTIONS**

No action has been or will be taken in any jurisdiction that would permit a public offering for sale of the Ordinary Shares, or possession or distribution of this Prospectus or any other offering or publicity material relating to the Ordinary Shares, in any country or jurisdiction where action for that purpose is required, other than in the United Kingdom. The Ordinary Shares may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering material or advertisements in connection with the Ordinary Shares may be distributed or published, in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulation of any such