

PAUL TAYLOR

## DEED OF IRREVOCABLE UNDERTAKING

To: Keysight Technologies Netherlands B.V. ("**Knight**"), Groenelaan 5, Amstelveen, 1186AA, Netherlands

Goldman Sachs International, Peterborough Court, 113 Fleet Street, London EC4A 2BB, United Kingdom

(7 June 2015)

### Proposed acquisition by Knight of Anite plc (the "**Company**")

#### 1. IRREVOCABLE UNDERTAKING

All references in this deed to the "**Acquisition**" shall mean the proposed acquisition by Knight of control of the Company, which is currently proposed to be implemented by way of a scheme of arrangement pursuant to Part 26 the Act (the "**Scheme**") but may, if Knight so determines be implemented by way of a takeover offer within the meaning of Section 974 of the Act made by or on behalf of Knight for the Company (the "**Offer**"), in each case substantially on the terms and conditions set out or referred to in a draft of the press announcement in respect of the Acquisition, a copy of which is annexed hereto (the "**Press Announcement**"), and/or on such other terms and conditions as may be agreed with the Takeover Panel and/or between the Company and Knight, required by the City Code on Takeovers and Mergers (the "**Code**"), required by the Financial Conduct Authority, acting in its capacity as the UK Listing Authority, required by the London Stock Exchange and/or required by applicable law. For the purposes of this deed, the terms "**Offer**" and "**Scheme**" shall include any revision or variation thereto.

Terms used, but not defined, in this deed shall have the meaning given in the Press Announcement.

##### 1.1 I represent and warrant to Knight that I (or my spouse):

- (a) is the beneficial owner and, unless otherwise specified in the Schedule to this deed, I (or my spouse) is also the registered holder of a number of ordinary shares in the capital of the Company as set out in the Schedule to this deed (the "**Shares**", which expression shall include any other shares, or interests in shares in the capital of the Company directly or indirectly acquired by me or my spouse after the date hereof, including pursuant to the Options), in each case free from all Encumbrances;
- (b) am able to control the exercise of all rights, including voting rights, attaching to or arising in respect of each of the Shares;
- (c) am the beneficial owner or holder of an option, award, warrant or other right to subscribe for, purchase or otherwise acquire (whether such is vested, exercisable or otherwise) securities of the Company as set out in the Schedule (the "**Options**"); and
- (d) have no interest, and none of our related persons has an interest, in any shares or other securities of the Company other than the Shares and Options.

1.2 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that I shall not, directly or indirectly:

- (a) allow any matter to occur which would cause the undertakings in Clause 1.1 to become untrue in any respect at any time after the date of this deed;
- (b) transfer all or any of the Shares or interest in or in respect of such Shares except pursuant to the Acquisition;
- (c) accept, vote in favour of, agree to, approve or give any undertaking, or enter into any arrangement or understanding, in any such case in respect of the Shares, in respect of any offer or possible offer (including any scheme, partial offer or whitewash proposal) other than the Acquisition or proposal which is or may be an alternative to, or frustrate, the Acquisition;
- (d) acquire any further interest in any shares or other securities of the Company (other than pursuant to the Options);
- (e) deal with, exercise or create any rights (including voting rights) in respect of the Shares in any manner that would or would be likely to frustrate the Acquisition;
- (f) without limitation to (e) above, (A) exercise any rights attaching to the Shares in respect of any resolution of the Company which might reasonably be expected to: (i) have an impact on the fulfilment of any condition to the Acquisition; or (ii) impede or frustrate in any way the Acquisition (which shall include any resolution to approve a scheme of arrangement or other proposal in respect of any other person other than Knight), or (B) exercise any rights attaching to the Shares to convene or requisition or join in convening or requisitioning, any general meeting of the Company;
- (g) other than pursuant to the Acquisition, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
  - (A) to do all or any of the acts referred to in sub-clauses (a) to (f) above; or
  - (B) which would or might restrict or impede me/us from complying with my obligations under this deed (including Clause 1.3 or Clause 1.4 of this deed),

and for the avoidance of doubt, references in this sub-clause (g) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following closing or lapsing or withdrawal of the Acquisition or upon or following this deed ceasing to be binding or upon or following any other event.

1.3 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Scheme shall:

- (a) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of each shareholder and court meeting resolution proposed by the Company to approve or implement the Acquisition and each resolution set out in the Scheme Document to approve or implement the Acquisition (the “**Resolutions**”) and against any resolution or proposal to adjourn any meeting considering any such resolution;
- (b) after the despatch of the Scheme Document (and without prejudice to my obligations pursuant to sub-clause (A) immediately above), validly return, or procure the return of, if applicable, the forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the Resolutions) in accordance with the instructions in respect of the forms of proxy and, if requested by you, in respect of any Shares held in uncertificated form, take or procure the taking of any action in order to make a valid proxy appointment and give valid proxy instructions, in each case voting in favour of the Resolutions, as soon as practicable and in any event within ten days after the despatch of the Scheme Document; and
- (c) shall not revoke any form of proxy referred to in sub-clause (b) immediately above in respect of the Shares or any of them and shall procure that no right to revoke any form of proxy in respect of such Shares is exercised.

1.4 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Offer shall:

- (a) upon the Offer being made, be able to, and will, accept or procure acceptance of the Offer in respect of the Shares and transfer the Shares pursuant to the Offer free from all Encumbrances and together with all rights now or hereafter attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid hereafter and otherwise perform any obligations under this deed;
- (b) as soon as practicable and in any event within five days after the posting of the Offer Document validly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and, in respect of any Shares held in certificated form, shall forward or procure the forwarding of the relevant share certificate(s) to Knight or its nominated representative (or a form of indemnity acceptable to the directors of the Company in respect of any lost certificate(s)) at the time of acceptance and, in respect of any Shares held in uncertificated form, shall take any action in respect of the Shares necessary to accept the Offer in accordance with the terms of the Offer Document or which may be reasonably required by Knight in order to validly accept, or procure valid acceptance of, the Offer;
- (c) not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised;

- (d) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of all shareholder resolutions proposed by the Company and any other resolution in each case to implement or approve the Acquisition and against any resolution or proposal to adjourn any meeting to consider any such resolutions; and
- (e) if so required by Knight, execute all such other documents as may be reasonably necessary for the purpose of giving Knight the full benefit of my obligations set out in this deed so applying with respect to the Offer.

1.5 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, to the extent that any of the Shares are not registered in my name, whether as at the date of this deed or, as a result of any Transfer (whether permitted under the terms of this deed or otherwise), after the date of this deed, I will use my best endeavours to procure that the registered holder(s) of such Shares act in accordance with the terms and undertakings of this deed.

## 2. GENERAL

- 2.1 I acknowledge and undertake that the undertakings made in this deed shall not oblige Knight to proceed with the Acquisition.
- 2.2 I acknowledge and agree that if I shall be in breach of any of my undertakings or obligations pursuant to this deed damages alone may not be an adequate remedy and that Knight may be entitled to seek an order for specific performance.
- 2.3 I acknowledge and agree that, notwithstanding any other provision of this deed, in circumstances where the terms of the Acquisition are varied or revised, this deed and my undertakings and obligations pursuant to this deed shall continue to be binding and apply in respect of the Shares in respect of the Acquisition as varied or revised. Without limitation to the foregoing and notwithstanding any other provision of this deed, I acknowledge that the obligations contained in this deed shall continue to apply and be binding in the event that Knight announces that it is implementing the Acquisition by way of the Offer, any other offer or proposed offer is made by a person other than Knight and/or the board of the Company withdraws its recommendation.
- 2.4 I have full power and authority (free from any legal or other restrictions (and will at all relevant times continue to have all relevant authority free from any legal or other restrictions)) to enter into and perform the undertakings and obligations in this deed in accordance with their terms. My obligations under and in connection with this deed are valid, binding and enforceable. I shall procure compliance with the terms of this deed by each person who I directly or indirectly control.
- 2.5 I consent to the issue of a press release or releases incorporating references to me/us and to this deed substantially in the terms set out in the Press Announcement. I understand that, if the Acquisition proceeds, this deed will be made publicly available in accordance with the requirements of the Code and other applicable requirements

and that particulars of it will be contained in the Scheme Document or the Offer Document (as the case may be) or any other document which requires such details to be included and which is required in connection with the Scheme or the Offer (as the case may be). I undertake to provide you with all such further information in relation to my interest and that of any person connected with me/us as you may require in order to comply with the rules and requirements of the UKLA, the London Stock Exchange, the Takeover Panel and any other legal or regulatory requirements for inclusion in the Scheme Document or the Offer Document (as the case maybe) (or any other document required in connection with the Acquisition). Without prejudice to any other provision of this deed, I authorise you to attach the final form of the Press Announcement agreed with the Company to this deed.

- 2.6 I irrevocably appoint Knight and/or each director of Knight to be my attorney to sign, execute and deliver any documents, and to do all such acts and things, in each case as may be reasonably necessary or desirable for or incidental to the fulfilment of or compliance with my obligations under or in connection with this deed. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney 1971.
- 2.7 I agree that I may not assign or transfer any of the rights or obligations under this deed without Knight's prior written consent.
- 2.8 I agree that any date, time or period referred to in this Deed shall be of the essence except to the extent to which Knight and I agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- 2.9 The obligations under this deed will terminate (subject to accrued rights and obligations) in the event that:
- (a) the Scheme does not become effective by the Long Stop Date (as such term is defined in the Press Announcement) in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (b) the Offer, if applicable, lapses or is withdrawn in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (c) Knight announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition;
  - (d) the Press Announcement having not been released through an RNS prior to 5.00 pm on 18 June 2015 (or such later time/date as agreed between Knight and the Company); or
  - (e) an offer from a third party is declared wholly unconditional, if made by way of an offer, or becomes effective, if made by way of a scheme, prior to the Acquisition becoming effective, if undertaken by way of a Scheme, or being declared wholly unconditional, if undertaken by way of an Offer.

The provisions of this Clause 2.9 are without prejudice to the provisions of Clause 2.3 and the Acquisition will not lapse if Knight elects to implement the Acquisition by way of the Offer or the Scheme is varied or revised (or a replacement to the Scheme is announced) or if the Company's board of directors withdraws its recommendation of the Acquisition.

2.10 In this deed:

references to time of day are to London time;

“**Act**” means the Companies Act 2006;

“**Encumbrance**” includes any lien, charge, option, equity, encumbrance, right of pre-emption and/or third party right and/or claim of any nature whatsoever and

“**Encumber**” shall be construed accordingly;

“**interest**” in or in respect of Shares shall include the meaning given to “interests in securities” in the Code;

“**offer**” has the meaning given in the Code;

“**related persons**” shall include: (a) my spouse (if applicable); (b) my infant children (if applicable); (c) any trusts of which I, or my spouse is, or any of my infant children are, an actual or potential beneficiary or a trustee; and (d) companies or entities over which I (and/or my spouse and/or my infant children)/we control or have the right to direct the exercise of 20 per cent. or more of the voting rights;

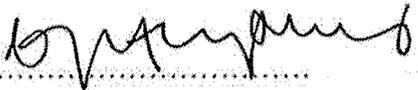
“**Transfer**” means directly or indirectly sell, transfer, charge, Encumber, grant any option over or otherwise dispose of or deal with or permit any of the foregoing, in each case in any nature whatsoever.

2.11 I agree that this deed shall be binding upon my estate and personal representatives.

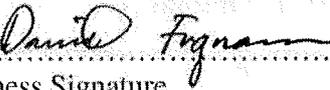
2.12 This deed shall be governed by and construed in accordance with English law and I submit to the jurisdiction of the English courts for all purposes in connection herewith.

I/we intend this document to be a deed and execute and deliver it as a deed on the date stated at the beginning of this deed.

**SIGNED and DELIVERED** as a **DEED** )  
by )  
as attorney for **PAUL TAYLOR** )  
under a power of attorney dated **16 June 2015** )

  
.....  
in the presence of:

**C. J. HUMPHREY**

  
.....  
Witness Signature

**DANIEL FUGMANN**  
.....  
Name

**702H FULHAM ROAD, SW6 5SA LONDON**  
.....  
Address

**BANKER**  
.....  
Occupation

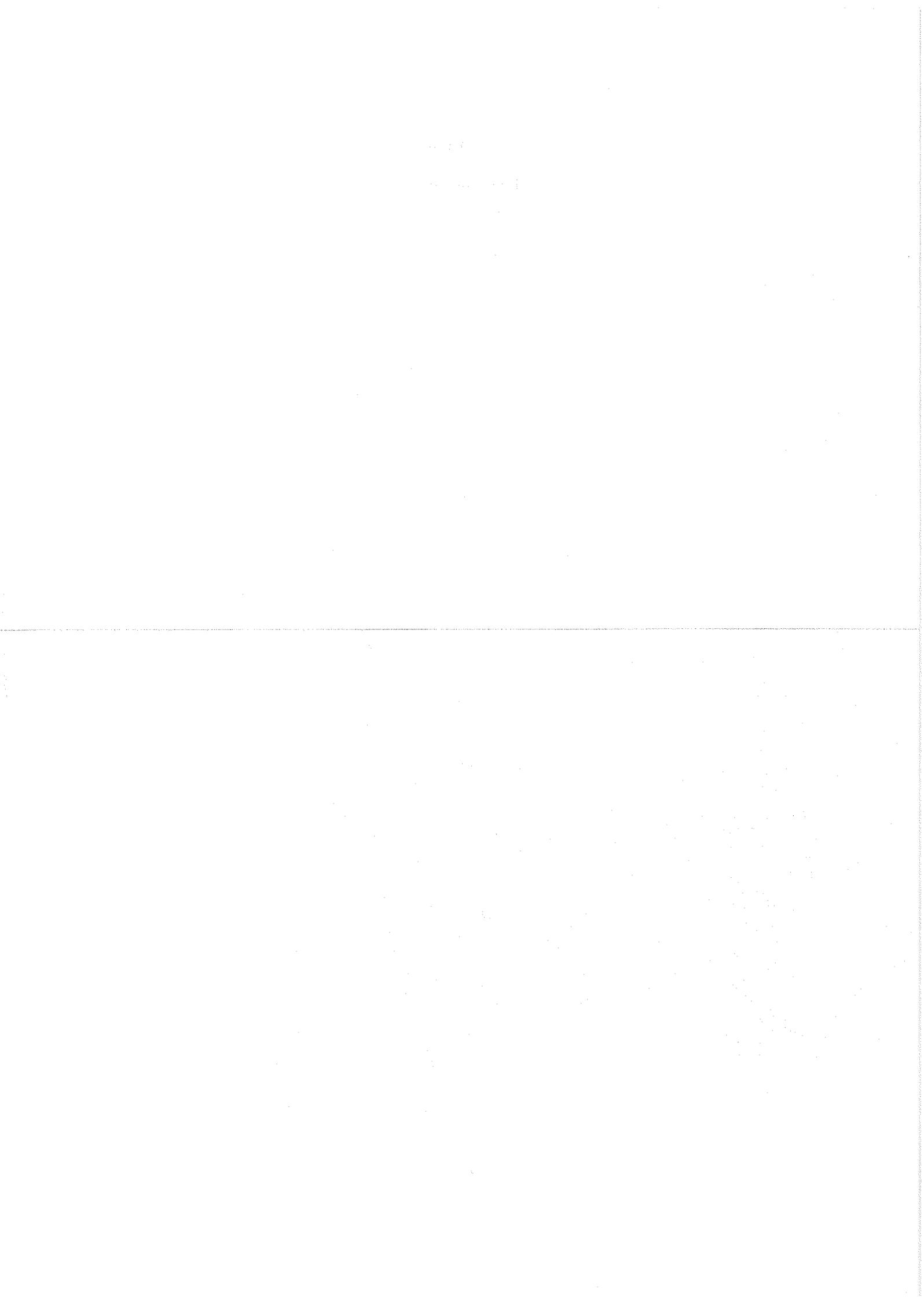
**Schedule**

<b>Registered holder</b>	<b>No. of ordinary shares in capital of Company</b>
<b>Paul Taylor</b>	<b>27,250</b>

<b>Holder</b>	<b>No. of Options</b>
<b>Paul Taylor</b>	<b>0</b>

**Annex**

Press Announcement



**DEED OF IRREVOCABLE UNDERTAKING**

To: Keysight Technologies Netherlands B.V. ("**Knight**"), Groenelaan 5, Amstelveen, 1186AA, Netherlands

Goldman Sachs International, Peterborough Court, 113 Fleet Street, London EC4A 2BB, United Kingdom

17 June 2015

**Proposed acquisition by Knight of Anite plc (the "Company")**

**1. IRREVOCABLE UNDERTAKING**

All references in this deed to the "**Acquisition**" shall mean the proposed acquisition by Knight of control of the Company, which is currently proposed to be implemented by way of a scheme of arrangement pursuant to Part 26 the Act (the "**Scheme**") but may, if Knight so determines be implemented by way of a takeover offer within the meaning of Section 974 of the Act made by or on behalf of Knight for the Company (the "**Offer**"), in each case substantially on the terms and conditions set out or referred to in a draft of the press announcement in respect of the Acquisition, a copy of which is annexed hereto (the "**Press Announcement**"), and/or on such other terms and conditions as may be agreed with the Takeover Panel and/or between the Company and Knight, required by the City Code on Takeovers and Mergers (the "**Code**"), required by the Financial Conduct Authority, acting in its capacity as the UK Listing Authority, required by the London Stock Exchange and/or required by applicable law. For the purposes of this deed, the terms "**Offer**" and "**Scheme**" shall include any revision or variation thereto.

Terms used, but not defined, in this deed shall have the meaning given in the Press Announcement.

1.1 I represent and warrant to Knight that I (or my spouse):

- (a) is the beneficial owner and, unless otherwise specified in the Schedule to this deed, I (or my spouse) is also the registered holder of a number of ordinary shares in the capital of the Company as set out in the Schedule to this deed (the "**Shares**", which expression shall include any other shares, or interests in shares in the capital of the Company directly or indirectly acquired by me or my spouse after the date hereof, including pursuant to the Options), in each case free from all Encumbrances;
- (b) am able to control the exercise of all rights, including voting rights, attaching to or arising in respect of each of the Shares;
- (c) am the beneficial owner or holder of an option, award, warrant or other right to subscribe for, purchase or otherwise acquire (whether such is vested, exercisable or otherwise) securities of the Company as set out in the Schedule (the "**Options**"); and
- (d) have no interest, and none of our related persons has an interest, in any shares or other securities of the Company other than the Shares and Options.

1.2 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that I shall not, directly or indirectly:

- (a) allow any matter to occur which would cause the undertakings in Clause 1.1 to become untrue in any respect at any time after the date of this deed;
- (b) transfer all or any of the Shares or interest in or in respect of such Shares except pursuant to the Acquisition;
- (c) accept, vote in favour of, agree to, approve or give any undertaking, or enter into any arrangement or understanding, in any such case in respect of the Shares, in respect of any offer or possible offer (including any scheme, partial offer or whitewash proposal) other than the Acquisition or proposal which is or may be an alternative to, or frustrate, the Acquisition;
- (d) acquire any further interest in any shares or other securities of the Company (other than pursuant to the Options);
- (e) deal with, exercise or create any rights (including voting rights) in respect of the Shares in any manner that would or would be likely to frustrate the Acquisition;
- (f) without limitation to (e) above, (A) exercise any rights attaching to the Shares in respect of any resolution of the Company which might reasonably be expected to: (i) have an impact on the fulfilment of any condition to the Acquisition; or (ii) impede or frustrate in any way the Acquisition (which shall include any resolution to approve a scheme of arrangement or other proposal in respect of any other person other than Knight), or (B) exercise any rights attaching to the Shares to convene or requisition or join in convening or requisitioning, any general meeting of the Company;
- (g) other than pursuant to the Acquisition, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
  - (A) to do all or any of the acts referred to in sub-clauses (a) to (f) above; or
  - (B) which would or might restrict or impede me/us from complying with my obligations under this deed (including Clause 1.3 or Clause 1.4 of this deed),

and for the avoidance of doubt, references in this sub-clause (g) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following closing or lapsing or withdrawal of the Acquisition or upon or following this deed ceasing to be binding or upon or following any other event.

1.3 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Scheme shall:

- (a) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of each shareholder and court meeting resolution proposed by the Company to approve or implement the Acquisition and each resolution set out in the Scheme Document to approve or implement the Acquisition (the “**Resolutions**”) and against any resolution or proposal to adjourn any meeting considering any such resolution;
- (b) after the despatch of the Scheme Document (and without prejudice to my obligations pursuant to sub-clause (A) immediately above), validly return, or procure the return of, if applicable, the forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the Resolutions) in accordance with the instructions in respect of the forms of proxy and, if requested by you, in respect of any Shares held in uncertificated form, take or procure the taking of any action in order to make a valid proxy appointment and give valid proxy instructions, in each case voting in favour of the Resolutions, as soon as practicable and in any event within ten days after the despatch of the Scheme Document; and
- (c) shall not revoke any form of proxy referred to in sub-clause (b) immediately above in respect of the Shares or any of them and shall procure that no right to revoke any form of proxy in respect of such Shares is exercised.

1.4 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Offer shall:

- (a) upon the Offer being made, be able to, and will, accept or procure acceptance of the Offer in respect of the Shares and transfer the Shares pursuant to the Offer free from all Encumbrances and together with all rights now or hereafter attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid hereafter and otherwise perform any obligations under this deed;
- (b) as soon as practicable and in any event within five days after the posting of the Offer Document validly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and, in respect of any Shares held in certificated form, shall forward or procure the forwarding of the relevant share certificate(s) to Knight or its nominated representative (or a form of indemnity acceptable to the directors of the Company in respect of any lost certificate(s)) at the time of acceptance and, in respect of any Shares held in uncertificated form, shall take any action in respect of the Shares necessary to accept the Offer in accordance with the terms of the Offer Document or which may be reasonably required by Knight in order to validly accept, or procure valid acceptance of, the Offer;
- (c) not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised;

(d) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of all shareholder resolutions proposed by the Company and any other resolution in each case to implement or approve the Acquisition and against any resolution or proposal to adjourn any meeting to consider any such resolutions; and

(e) if so required by Knight, execute all such other documents as may be reasonably necessary for the purpose of giving Knight the full benefit of my obligations set out in this deed so applying with respect to the Offer.

1.5 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, to the extent that any of the Shares are not registered in my name, whether as at the date of this deed or, as a result of any Transfer (whether permitted under the terms of this deed or otherwise), after the date of this deed, I will use my best endeavours to procure that the registered holder(s) of such Shares act in accordance with the terms and undertakings of this deed.

## 2. GENERAL

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2.2 I acknowledge and agree that if I shall be in breach of any of my undertakings or obligations pursuant to this deed damages alone may not be an adequate remedy and that Knight may be entitled to seek an order for specific performance.

2.3 I acknowledge and agree that, notwithstanding any other provision of this deed, in circumstances where the terms of the Acquisition are varied or revised, this deed and my undertakings and obligations pursuant to this deed shall continue to be binding and apply in respect of the Shares in respect of the Acquisition as varied or revised. Without limitation to the foregoing and notwithstanding any other provision of this deed, I acknowledge that the obligations contained in this deed shall continue to apply and be binding in the event that Knight announces that it is implementing the Acquisition by way of the Offer, any other offer or proposed offer is made by a person other than Knight and/or the board of the Company withdraws its recommendation.

2.4 I have full power and authority (free from any legal or other restrictions (and will at all relevant times continue to have all relevant authority free from any legal or other restrictions)) to enter into and perform the undertakings and obligations in this deed in accordance with their terms. My obligations under and in connection with this deed are valid, binding and enforceable. I shall procure compliance with the terms of this deed by each person who I directly or indirectly control.

2.5 I consent to the issue of a press release or releases incorporating references to me/us and to this deed substantially in the terms set out in the Press Announcement. I understand that, if the Acquisition proceeds, this deed will be made publicly available in accordance with the requirements of the Code and other applicable requirements

and that particulars of it will be contained in the Scheme Document or the Offer Document (as the case may be) or any other document which requires such details to be included and which is required in connection with the Scheme or the Offer (as the case may be). I undertake to provide you with all such further information in relation to my interest and that of any person connected with me/us as you may require in order to comply with the rules and requirements of the UKLA, the London Stock Exchange, the Takeover Panel and any other legal or regulatory requirements for inclusion in the Scheme Document or the Offer Document (as the case maybe) (or any other document required in connection with the Acquisition). Without prejudice to any other provision of this deed, I authorise you to attach the final form of the Press Announcement agreed with the Company to this deed.

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- 2.8 I agree that any date, time or period referred to in this Deed shall be of the essence except to the extent to which Knight and I agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- 2.9 The obligations under this deed will terminate (subject to accrued rights and obligations) in the event that:
- (a) the Scheme does not become effective by the Long Stop Date (as such term is defined in the Press Announcement) in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (b) the Offer, if applicable, lapses or is withdrawn in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (c) Knight announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition;
  - (d) the Press Announcement having not been released through an RNS prior to 5.00 pm on 18 June 2015 (or such later time/date as agreed between Knight and the Company); or
  - (e) an offer from a third party is declared wholly unconditional, if made by way of an offer, or becomes effective, if made by way of a scheme, prior to the Acquisition becoming effective, if undertaken by way of a Scheme, or being declared wholly unconditional, if undertaken by way of an Offer.

The provisions of this Clause 2.9 are without prejudice to the provisions of Clause 2.3 and the Acquisition will not lapse if Knight elects to implement the Acquisition by way of the Offer or the Scheme is varied or revised (or a replacement to the Scheme is announced) or if the Company's board of directors withdraws its recommendation of the Acquisition.

2.10 In this deed:

references to time of day are to London time;

**"Act"** means the Companies Act 2006;

**"Encumbrance"** includes any lien, charge, option, equity, encumbrance, right of pre-emption and/or third party right and/or claim of any nature whatsoever and

**"Encumber"** shall be construed accordingly;

**"interest"** in or in respect of Shares shall include the meaning given to "interests in securities" in the Code;

**"offer"** has the meaning given in the Code;

**"related persons"** shall include: (a) my spouse (if applicable); (b) my infant children (if applicable); (c) any trusts of which I, or my spouse is, or any of my infant children are, an actual or potential beneficiary or a trustee; and (d) companies or entities over which I (and/or my spouse and/or my infant children)/we control or have the right to direct the exercise of 20 per cent. or more of the voting rights;

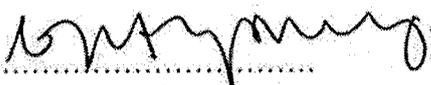
**"Transfer"** means directly or indirectly sell, transfer, charge, Encumber, grant any option over or otherwise dispose of or deal with or permit any of the foregoing, in each case in any nature whatsoever.

2.11 I agree that this deed shall be binding upon my estate and personal representatives.

2.12 This deed shall be governed by and construed in accordance with English law and I submit to the jurisdiction of the English courts for all purposes in connection herewith.

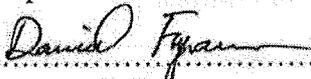
I/we intend this document to be a deed and execute and deliver it as a deed on the date stated at the beginning of this deed.

**SIGNED and DELIVERED** as a DEED )  
by )  
as attorney for **NIGEL CLIFFORD** )  
under a power of attorney dated **16 June 2015** )



**C. J. Humphrey**

in the presence of:



Witness Signature

**DANIEL FUGMANN**

Name

**702H FULHAM ROAD, SUG SEA LONDON**

Address

**BANKER**

Occupation

**Schedule**

<b>Registered holder</b>	<b>No. of ordinary shares in capital of Company</b>
<b>Nigel Clifford</b>	<b>41,166</b>

<b>Holder</b>	<b>No. of Options</b>
<b>Nigel Clifford</b>	<b>0</b>

**Annex**  
**Press Announcement**

1000  
1000

**DEED OF IRREVOCABLE UNDERTAKING**

To: Keysight Technologies Netherlands B.V. ("**Knight**"), Groenelaan 5, Amstelveen, 1186AA, Netherlands

Goldman Sachs International, Peterborough Court, 113 Fleet Street, London EC4A 2BB, United Kingdom

17 June 2015

**Proposed acquisition by Knight of Anite plc (the "Company")**

**1. IRREVOCABLE UNDERTAKING**

All references in this deed to the "**Acquisition**" shall mean the proposed acquisition by Knight of control of the Company, which is currently proposed to be implemented by way of a scheme of arrangement pursuant to Part 26 the Act (the "**Scheme**") but may, if Knight so determines be implemented by way of a takeover offer within the meaning of Section 974 of the Act made by or on behalf of Knight for the Company (the "**Offer**"), in each case substantially on the terms and conditions set out or referred to in a draft of the press announcement in respect of the Acquisition, a copy of which is annexed hereto (the "**Press Announcement**"), and/or on such other terms and conditions as may be agreed with the Takeover Panel and/or between the Company and Knight, required by the City Code on Takeovers and Mergers (the "**Code**"), required by the Financial Conduct Authority, acting in its capacity as the UK Listing Authority, required by the London Stock Exchange and/or required by applicable law. For the purposes of this deed, the terms "**Offer**" and "**Scheme**" shall include any revision or variation thereto.

Terms used, but not defined, in this deed shall have the meaning given in the Press Announcement.

**1.1 I represent and warrant to Knight that I (or my spouse):**

- (a) is the beneficial owner and, unless otherwise specified in the Schedule to this deed, I (or my spouse) is also the registered holder of a number of ordinary shares in the capital of the Company as set out in the Schedule to this deed (the "**Shares**", which expression shall include any other shares, or interests in shares in the capital of the Company directly or indirectly acquired by me or my spouse after the date hereof, including pursuant to the Options), in each case free from all Encumbrances;
- (b) am able to control the exercise of all rights, including voting rights, attaching to or arising in respect of each of the Shares;
- (c) am the beneficial owner or holder of an option, award, warrant or other right to subscribe for, purchase or otherwise acquire (whether such is vested, exercisable or otherwise) securities of the Company as set out in the Schedule (the "**Options**"); and
- (d) have no interest, and none of our related persons has an interest, in any shares or other securities of the Company other than the Shares and Options.

1.2 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that I shall not, directly or indirectly:

- (a) allow any matter to occur which would cause the undertakings in Clause 1.1 to become untrue in any respect at any time after the date of this deed;
- (b) transfer all or any of the Shares or interest in or in respect of such Shares except pursuant to the Acquisition;
- (c) accept, vote in favour of, agree to, approve or give any undertaking, or enter into any arrangement or understanding, in any such case in respect of the Shares, in respect of any offer or possible offer (including any scheme, partial offer or whitewash proposal) other than the Acquisition or proposal which is or may be an alternative to, or frustrate, the Acquisition;
- (d) acquire any further interest in any shares or other securities of the Company (other than pursuant to the Options);
- (e) deal with, exercise or create any rights (including voting rights) in respect of the Shares in any manner that would or would be likely to frustrate the Acquisition;
- (f) without limitation to (e) above, (A) exercise any rights attaching to the Shares in respect of any resolution of the Company which might reasonably be expected to: (i) have an impact on the fulfilment of any condition to the Acquisition; or (ii) impede or frustrate in any way the Acquisition (which shall include any resolution to approve a scheme of arrangement or other proposal in respect of any other person other than Knight), or (B) exercise any rights attaching to the Shares to convene or requisition or join in convening or requisitioning, any general meeting of the Company;
- (g) other than pursuant to the Acquisition, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
  - (A) to do all or any of the acts referred to in sub-clauses (a) to (f) above; or
  - (B) which would or might restrict or impede me/us from complying with my obligations under this deed (including Clause 1.3 or Clause 1.4 of this deed),

and for the avoidance of doubt, references in this sub-clause (g) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following closing or lapsing or withdrawal of the Acquisition or upon or following this deed ceasing to be binding or upon or following any other event.

1.3 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Scheme shall:

- (a) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of each shareholder and court meeting resolution proposed by the Company to approve or implement the Acquisition and each resolution set out in the Scheme Document to approve or implement the Acquisition (the “**Resolutions**”) and against any resolution or proposal to adjourn any meeting considering any such resolution;
- (b) after the despatch of the Scheme Document (and without prejudice to my obligations pursuant to sub-clause (A) immediately above), validly return, or procure the return of, if applicable, the forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the Resolutions) in accordance with the instructions in respect of the forms of proxy and, if requested by you, in respect of any Shares held in uncertificated form, take or procure the taking of any action in order to make a valid proxy appointment and give valid proxy instructions, in each case voting in favour of the Resolutions, as soon as practicable and in any event within ten days after the despatch of the Scheme Document; and
- (c) shall not revoke any form of proxy referred to in sub-clause (b) immediately above in respect of the Shares or any of them and shall procure that no right to revoke any form of proxy in respect of such Shares is exercised.

1.4 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Offer shall:

- (a) upon the Offer being made, be able to, and will, accept or procure acceptance of the Offer in respect of the Shares and transfer the Shares pursuant to the Offer free from all Encumbrances and together with all rights now or hereafter attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid hereafter and otherwise perform any obligations under this deed;
- (b) as soon as practicable and in any event within five days after the posting of the Offer Document validly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and, in respect of any Shares held in certificated form, shall forward or procure the forwarding of the relevant share certificate(s) to Knight or its nominated representative (or a form of indemnity acceptable to the directors of the Company in respect of any lost certificate(s)) at the time of acceptance and, in respect of any Shares held in uncertificated form, shall take any action in respect of the Shares necessary to accept the Offer in accordance with the terms of the Offer Document or which may be reasonably required by Knight in order to validly accept, or procure valid acceptance of, the Offer;
- (c) not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised;

(d) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of all shareholder resolutions proposed by the Company and any other resolution in each case to implement or approve the Acquisition and against any resolution or proposal to adjourn any meeting to consider any such resolutions; and

(e) if so required by Knight, execute all such other documents as may be reasonably necessary for the purpose of giving Knight the full benefit of my obligations set out in this deed so applying with respect to the Offer.

1.5 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, to the extent that any of the Shares are not registered in my name, whether as at the date of this deed or, as a result of any Transfer (whether permitted under the terms of this deed or otherwise), after the date of this deed, I will use my best endeavours to procure that the registered holder(s) of such Shares act in accordance with the terms and undertakings of this deed.

## 2. GENERAL

2.1 I acknowledge and undertake that the undertakings made in this deed shall not oblige Knight to proceed with the Acquisition.

2.2 I acknowledge and agree that if I shall be in breach of any of my undertakings or obligations pursuant to this deed damages alone may not be an adequate remedy and that Knight may be entitled to seek an order for specific performance.

2.3 I acknowledge and agree that, notwithstanding any other provision of this deed, in circumstances where the terms of the Acquisition are varied or revised, this deed and my undertakings and obligations pursuant to this deed shall continue to be binding and apply in respect of the Shares in respect of the Acquisition as varied or revised. Without limitation to the foregoing and notwithstanding any other provision of this deed, I acknowledge that the obligations contained in this deed shall continue to apply and be binding in the event that Knight announces that it is implementing the Acquisition by way of the Offer, any other offer or proposed offer is made by a person other than Knight and/or the board of the Company withdraws its recommendation.

2.4 I have full power and authority (free from any legal or other restrictions (and will at all relevant times continue to have all relevant authority free from any legal or other restrictions)) to enter into and perform the undertakings and obligations in this deed in accordance with their terms. My obligations under and in connection with this deed are valid, binding and enforceable. I shall procure compliance with the terms of this deed by each person who I directly or indirectly control.

2.5 I consent to the issue of a press release or releases incorporating references to me/us and to this deed substantially in the terms set out in the Press Announcement. I understand that, if the Acquisition proceeds, this deed will be made publicly available in accordance with the requirements of the Code and other applicable requirements

and that particulars of it will be contained in the Scheme Document or the Offer Document (as the case may be) or any other document which requires such details to be included and which is required in connection with the Scheme or the Offer (as the case may be). I undertake to provide you with all such further information in relation to my interest and that of any person connected with me/us as you may require in order to comply with the rules and requirements of the UKLA, the London Stock Exchange, the Takeover Panel and any other legal or regulatory requirements for inclusion in the Scheme Document or the Offer Document (as the case maybe) (or any other document required in connection with the Acquisition). Without prejudice to any other provision of this deed, I authorise you to attach the final form of the Press Announcement agreed with the Company to this deed.

- 2.6 I irrevocably appoint Knight and/or each director of Knight to be my attorney to sign, execute and deliver any documents, and to do all such acts and things, in each case as may be reasonably necessary or desirable for or incidental to the fulfilment of or compliance with my obligations under or in connection with this deed. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney 1971.
- 2.7 I agree that I may not assign or transfer any of the rights or obligations under this deed without Knight's prior written consent.
- 2.8 I agree that any date, time or period referred to in this Deed shall be of the essence except to the extent to which Knight and I agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- 2.9 The obligations under this deed will terminate (subject to accrued rights and obligations) in the event that:
- (a) the Scheme does not become effective by the Long Stop Date (as such term is defined in the Press Announcement) in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (b) the Offer, if applicable, lapses or is withdrawn in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (c) Knight announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition;
  - (d) the Press Announcement having not been released through an RNS prior to 5.00 pm on 18 June 2015 (or such later time/date as agreed between Knight and the Company); or
  - (e) an offer from a third party is declared wholly unconditional, if made by way of an offer, or becomes effective, if made by way of a scheme, prior to the Acquisition becoming effective, if undertaken by way of a Scheme, or being declared wholly unconditional, if undertaken by way of an Offer.

The provisions of this Clause 2.9 are without prejudice to the provisions of Clause 2.3 and the Acquisition will not lapse if Knight elects to implement the Acquisition by way of the Offer or the Scheme is varied or revised (or a replacement to the Scheme is announced) or if the Company's board of directors withdraws its recommendation of the Acquisition.

2.10 In this deed:

references to time of day are to London time;

**"Act"** means the Companies Act 2006;

**"Encumbrance"** includes any lien, charge, option, equity, encumbrance, right of pre-emption and/or third party right and/or claim of any nature whatsoever and

**"Encumber"** shall be construed accordingly;

**"interest"** in or in respect of Shares shall include the meaning given to "interests in securities" in the Code;

**"offer"** has the meaning given in the Code;

**"related persons"** shall include: (a) my spouse (if applicable); (b) my infant children (if applicable); (c) any trusts of which I, or my spouse is, or any of my infant children are, an actual or potential beneficiary or a trustee; and (d) companies or entities over which I (and/or my spouse and/or my infant children)/we control or have the right to direct the exercise of 20 per cent. or more of the voting rights;

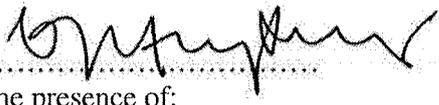
**"Transfer"** means directly or indirectly sell, transfer, charge, Encumber, grant any option over or otherwise dispose of or deal with or permit any of the foregoing, in each case in any nature whatsoever.

2.11 I agree that this deed shall be binding upon my estate and personal representatives.

2.12 This deed shall be governed by and construed in accordance with English law and I submit to the jurisdiction of the English courts for all purposes in connection herewith.

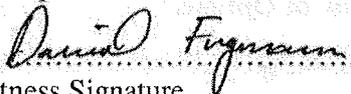
I/we intend this document to be a deed and execute and deliver it as a deed on the date stated at the beginning of this deed.

**SIGNED and DELIVERED** as a DEED )  
by )  
as attorney for **PATRICK DE SMEDT** )  
under a power of attorney dated **16 June 2015** )



*C. John Attorney.*

in the presence of:

  
.....  
Witness Signature

**DANIEL FUGMANN**  
.....  
Name

**702H FULHAM ROAD, SW6 5SA LONDON**  
.....  
Address

**BANKER**  
.....  
Occupation

**Schedule**

<b>Registered holder</b>	<b>No. of ordinary shares in capital of Company</b>
<b>Patrick De Smedt</b>	<b>19,969</b>

<b>Holder</b>	<b>No. of Options</b>
<b>Patrick De Smedt</b>	<b>0</b>

**Annex**

**Press Announcement**



RICHARD AMOS

**DEED OF IRREVOCABLE UNDERTAKING**

To: Keysight Technologies Netherlands B.V. ("**Knight**"), Groenelaan 5, Amstelveen, 1186AA, Netherlands

Goldman Sachs International, Peterborough Court, 113 Fleet Street, London EC4A 2BB, United Kingdom

17 June 2015

**Proposed acquisition by Knight of Anite plc (the "Company")**

**1. IRREVOCABLE UNDERTAKING**

All references in this deed to the "**Acquisition**" shall mean the proposed acquisition by Knight of control of the Company, which is currently proposed to be implemented by way of a scheme of arrangement pursuant to Part 26 the Act (the "**Scheme**") but may, if Knight so determines be implemented by way of a takeover offer within the meaning of Section 974 of the Act made by or on behalf of Knight for the Company (the "**Offer**"), in each case substantially on the terms and conditions set out or referred to in a draft of the press announcement in respect of the Acquisition, a copy of which is annexed hereto (the "**Press Announcement**"), and/or on such other terms and conditions as may be agreed with the Takeover Panel and/or between the Company and Knight, required by the City Code on Takeovers and Mergers (the "**Code**"), required by the Financial Conduct Authority, acting in its capacity as the UK Listing Authority, required by the London Stock Exchange and/or required by applicable law. For the purposes of this deed, the terms "**Offer**" and "**Scheme**" shall include any revision or variation thereto.

Terms used, but not defined, in this deed shall have the meaning given in the Press Announcement.

1.1 I represent and warrant to Knight that I (or my spouse):

- (a) is the beneficial owner and, unless otherwise specified in the Schedule to this deed, I (or my spouse) is also the registered holder of a number of ordinary shares in the capital of the Company as set out in the Schedule to this deed (the "**Shares**", which expression shall include any other shares, or interests in shares in the capital of the Company directly or indirectly acquired by me or my spouse after the date hereof, including pursuant to the Options), in each case free from all Encumbrances;
- (b) am able to control the exercise of all rights, including voting rights, attaching to or arising in respect of each of the Shares;
- (c) am the beneficial owner or holder of an option, award, warrant or other right to subscribe for, purchase or otherwise acquire (whether such is vested, exercisable or otherwise) securities of the Company as set out in the Schedule (the "**Options**"); and
- (d) have no interest, and none of our related persons has an interest, in any shares or other securities of the Company other than the Shares and Options.

1.2 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that I shall not, directly or indirectly:

- (a) allow any matter to occur which would cause the undertakings in Clause 1.1 to become untrue in any respect at any time after the date of this deed;
- (b) Transfer all or any of the Shares or interest in or in respect of such Shares except pursuant to: (i) the Acquisition; or (ii) a transfer of up to 253,778 Shares to my spouse after the date of this deed; provided that I will use my best endeavours to procure that my spouse complies with the undertakings set out in this deed in respect of those Shares;
- (c) accept, vote in favour of, agree to, approve or give any undertaking, or enter into any arrangement or understanding, in any such case in respect of the Shares, in respect of any offer or possible offer (including any scheme, partial offer or whitewash proposal) other than the Acquisition or proposal which is or may be an alternative to, or frustrate, the Acquisition;
- (d) acquire any further interest in any shares or other securities of the Company (other than pursuant to the Options);
- (e) deal with, exercise or create any rights (including voting rights) in respect of the Shares in any manner that would or would be likely to frustrate the Acquisition;
- (f) without limitation to (e) above, (A) exercise any rights attaching to the Shares in respect of any resolution of the Company which might reasonably be expected to: (i) have an impact on the fulfilment of any condition to the Acquisition; or (ii) impede or frustrate in any way the Acquisition (which shall include any resolution to approve a scheme of arrangement or other proposal in respect of any other person other than Knight), or (B) exercise any rights attaching to the Shares to convene or requisition or join in convening or requisitioning, any general meeting of the Company;
- (g) other than pursuant to the Acquisition, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
  - (A) to do all or any of the acts referred to in sub-clauses (a) to (f) above; or
  - (B) which would or might restrict or impede me/us from complying with my obligations under this deed (including Clause 1.3 or Clause 1.4 of this deed),

and for the avoidance of doubt, references in this sub-clause (g) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following closing or lapsing or withdrawal of the Acquisition or upon or following this deed ceasing to be binding or upon or following any other event.

- 1.3 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Scheme shall:
- (a) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of each shareholder and court meeting resolution proposed by the Company to approve or implement the Acquisition and each resolution set out in the Scheme Document to approve or implement the Acquisition (the "**Resolutions**") and against any resolution or proposal to adjourn any meeting considering any such resolution;
  - (b) after the despatch of the Scheme Document (and without prejudice to my obligations pursuant to sub-clause (A) immediately above), validly return, or procure the return of, if applicable, the forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the Resolutions) in accordance with the instructions in respect of the forms of proxy and, if requested by you, in respect of any Shares held in uncertificated form, take or procure the taking of any action in order to make a valid proxy appointment and give valid proxy instructions, in each case voting in favour of the Resolutions, as soon as practicable and in any event within ten days after the despatch of the Scheme Document; and
  - (c) shall not revoke any form of proxy referred to in sub-clause (b) immediately above in respect of the Shares or any of them and shall procure that no right to revoke any form of proxy in respect of such Shares is exercised.
- 1.4 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Offer shall:
- (a) upon the Offer being made, be able to, and will, accept or procure acceptance of the Offer in respect of the Shares and transfer the Shares pursuant to the Offer free from all Encumbrances and together with all rights now or hereafter attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid hereafter and otherwise perform any obligations under this deed;
  - (b) as soon as practicable and in any event within five days after the posting of the Offer Document validly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and, in respect of any Shares held in certificated form, shall forward or procure the forwarding of the relevant share certificate(s) to Knight or its nominated representative (or a form of indemnity acceptable to the directors of the Company in respect of any lost certificate(s)) at the time of acceptance and, in respect of any Shares held in uncertificated form, shall take any action in respect of the Shares necessary to accept the Offer in accordance with the terms of the Offer Document or which may be reasonably required by Knight in order to validly accept, or procure valid acceptance of, the Offer;

(c) not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised;

(d) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of all shareholder resolutions proposed by the Company and any other resolution in each case to implement or approve the Acquisition and against any resolution or proposal to adjourn any meeting to consider any such resolutions; and

(e) if so required by Knight, execute all such other documents as may be reasonably necessary for the purpose of giving Knight the full benefit of my obligations set out in this deed so applying with respect to the Offer.

1.5 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, to the extent that any of the Shares are not registered in my name, whether as at the date of this deed or, as a result of any Transfer (whether permitted under the terms of this deed or otherwise), after the date of this deed, I will use my best endeavours to procure that the registered holder(s) of such Shares act in accordance with the terms and undertakings of this deed.

## 2. GENERAL

2.1 I acknowledge and undertake that the undertakings made in this deed shall not oblige Knight to proceed with the Acquisition.

2.2 I acknowledge and agree that if I shall be in breach of any of my undertakings or obligations pursuant to this deed damages alone may not be an adequate remedy and that Knight may be entitled to seek an order for specific performance.

2.3 I acknowledge and agree that, notwithstanding any other provision of this deed, in circumstances where the terms of the Acquisition are varied or revised, this deed and my undertakings and obligations pursuant to this deed shall continue to be binding and apply in respect of the Shares in respect of the Acquisition as varied or revised. Without limitation to the foregoing and notwithstanding any other provision of this deed, I acknowledge that the obligations contained in this deed shall continue to apply and be binding in the event that Knight announces that it is implementing the Acquisition by way of the Offer, any other offer or proposed offer is made by a person other than Knight and/or the board of the Company withdraws its recommendation.

2.4 I have full power and authority (free from any legal or other restrictions (and will at all relevant times continue to have all relevant authority free from any legal or other restrictions)) to enter into and perform the undertakings and obligations in this deed in accordance with their terms. My obligations under and in connection with this deed are valid, binding and enforceable. I shall procure compliance with the terms of this deed by each person who I directly or indirectly control.

- 2.5 I consent to the issue of a press release or releases incorporating references to me/us and to this deed substantially in the terms set out in the Press Announcement. I understand that, if the Acquisition proceeds, this deed will be made publicly available in accordance with the requirements of the Code and other applicable requirements and that particulars of it will be contained in the Scheme Document or the Offer Document (as the case may be) or any other document which requires such details to be included and which is required in connection with the Scheme or the Offer (as the case may be). I undertake to provide you with all such further information in relation to my interest and that of any person connected with me/us as you may require in order to comply with the rules and requirements of the UKLA, the London Stock Exchange, the Takeover Panel and any other legal or regulatory requirements for inclusion in the Scheme Document or the Offer Document (as the case maybe) (or any other document required in connection with the Acquisition). Without prejudice to any other provision of this deed, I authorise you to attach the final form of the Press Announcement agreed with the Company to this deed.
- 2.6 I irrevocably appoint Knight and/or each director of Knight to be my attorney to sign, execute and deliver any documents, and to do all such acts and things, in each case as may be reasonably necessary or desirable for or incidental to the fulfilment of or compliance with my obligations under or in connection with this deed. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney 1971.
- 2.7 I agree that I may not assign or transfer any of the rights or obligations under this deed without Knight's prior written consent.
- 2.8 I agree that any date, time or period referred to in this Deed shall be of the essence except to the extent to which Knight and I agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- 2.9 The obligations under this deed will terminate (subject to accrued rights and obligations) in the event that:
- (a) the Scheme does not become effective by the Long Stop Date (as such term is defined in the Press Announcement) in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (b) the Offer, if applicable, lapses or is withdrawn in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (c) Knight announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition;
  - (d) the Press Announcement having not been released through an RNS prior to 5.00 pm on 18 June 2015 (or such later time/date as agreed between Knight and the Company); or
  - (e) an offer from a third party is declared wholly unconditional, if made by way of an offer, or becomes effective, if made by way of a scheme, prior to the

Acquisition becoming effective, if undertaken by way of a Scheme, or being declared wholly unconditional, if undertaken by way of an Offer.

The provisions of this Clause 2.9 are without prejudice to the provisions of Clause 2.3 and the Acquisition will not lapse if Knight elects to implement the Acquisition by way of the Offer or the Scheme is varied or revised (or a replacement to the Scheme is announced) or if the Company's board of directors withdraws its recommendation of the Acquisition.

2.10 In this deed:

references to time of day are to London time;

**"Act"** means the Companies Act 2006;

**"Encumbrance"** includes any lien, charge, option, equity, encumbrance, right of pre-emption and/or third party right and/or claim of any nature whatsoever and

**"Encumber"** shall be construed accordingly;

**"interest"** in or in respect of Shares shall include the meaning given to "interests in securities" in the Code;

**"offer"** has the meaning given in the Code;

**"related persons"** shall include: (a) my spouse (if applicable); (b) my infant children (if applicable); (c) any trusts of which I, or my spouse is, or any of my infant children are, an actual or potential beneficiary or a trustee; and (d) companies or entities over which I (and/or my spouse and/or my infant children)/we control or have the right to direct the exercise of 20 per cent. or more of the voting rights;

**"Transfer"** means directly or indirectly sell, transfer, charge, Encumber, grant any option over or otherwise dispose of or deal with or permit any of the foregoing, in each case in any nature whatsoever.

2.11 I agree that this deed shall be binding upon my estate and personal representatives.

2.12 This deed shall be governed by and construed in accordance with English law and I submit to the jurisdiction of the English courts for all purposes in connection herewith.

I intend this document to be a deed and execute and deliver it as a deed on the date stated at the beginning of this deed.

SIGNED and DELIVERED as )  
a DEED by RICHARD AMOS )

 R.S. AMOS

in the presence of:

  
Witness Signature

Tiarnán O'Rourke  
Name

21 Burlington Garden London W4 4LT  
Address

Banker  
Occupation

**Schedule**

<b>Registered holder</b>	<b>No. of ordinary shares in capital of Company</b>
<b>Richard Amos</b>	<b>507,556</b>

<b>Holder</b>	<b>No. of Options</b>
<b>Richard Amos</b>	<b>3,740,258</b>

**Annex**

**Press Announcement**



CLAY BRENDISH

**DEED OF IRREVOCABLE UNDERTAKING**

To: Keysight Technologies Netherlands B.V. ("**Knight**"), Groenelaan 5, Amstelveen, 1186AA, Netherlands

Goldman Sachs International, Peterborough Court, 113 Fleet Street, London EC4A 2BB, United Kingdom

17 June 2015

**Proposed acquisition by Knight of Anite plc (the "Company")**

**1. IRREVOCABLE UNDERTAKING**

All references in this deed to the "**Acquisition**" shall mean the proposed acquisition by Knight of control of the Company, which is currently proposed to be implemented by way of a scheme of arrangement pursuant to Part 26 the Act (the "**Scheme**") but may, if Knight so determines be implemented by way of a takeover offer within the meaning of Section 974 of the Act made by or on behalf of Knight for the Company (the "**Offer**"), in each case substantially on the terms and conditions set out or referred to in a draft of the press announcement in respect of the Acquisition, a copy of which is annexed hereto (the "**Press Announcement**"), and/or on such other terms and conditions as may be agreed with the Takeover Panel and/or between the Company and Knight, required by the City Code on Takeovers and Mergers (the "**Code**"), required by the Financial Conduct Authority, acting in its capacity as the UK Listing Authority, required by the London Stock Exchange and/or required by applicable law. For the purposes of this deed, the terms "**Offer**" and "**Scheme**" shall include any revision or variation thereto.

Terms used, but not defined, in this deed shall have the meaning given in the Press Announcement.

1.1 I represent and warrant to Knight that I (or my spouse):

- (a) is the beneficial owner and, unless otherwise specified in the Schedule to this deed, I (or my spouse) is also the registered holder of a number of ordinary shares in the capital of the Company as set out in the Schedule to this deed (the "**Shares**", which expression shall include any other shares, or interests in shares in the capital of the Company directly or indirectly acquired by me or my spouse after the date hereof, including pursuant to the Options), in each case free from all Encumbrances;
- (b) am able to control the exercise of all rights, including voting rights, attaching to or arising in respect of each of the Shares;
- (c) am the beneficial owner or holder of an option, award, warrant or other right to subscribe for, purchase or otherwise acquire (whether such is vested, exercisable or otherwise) securities of the Company as set out in the Schedule (the "**Options**"); and
- (d) have no interest, and none of our related persons has an interest, in any shares or other securities of the Company other than the Shares and Options.

1.2 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that I shall not, directly or indirectly:

- (a) allow any matter to occur which would cause the undertakings in Clause 1.1 to become untrue in any respect at any time after the date of this deed;
- (b) transfer all or any of the Shares or interest in or in respect of such Shares except pursuant to the Acquisition;
- (c) accept, vote in favour of, agree to, approve or give any undertaking, or enter into any arrangement or understanding, in any such case in respect of the Shares, in respect of any offer or possible offer (including any scheme, partial offer or whitewash proposal) other than the Acquisition or proposal which is or may be an alternative to, or frustrate, the Acquisition;
- (d) acquire any further interest in any shares or other securities of the Company (other than pursuant to the Options);
- (e) deal with, exercise or create any rights (including voting rights) in respect of the Shares in any manner that would or would be likely to frustrate the Acquisition;
- (f) without limitation to (e) above, (A) exercise any rights attaching to the Shares in respect of any resolution of the Company which might reasonably be expected to: (i) have an impact on the fulfilment of any condition to the Acquisition; or (ii) impede or frustrate in any way the Acquisition (which shall include any resolution to approve a scheme of arrangement or other proposal in respect of any other person other than Knight), or (B) exercise any rights attaching to the Shares to convene or requisition or join in convening or requisitioning, any general meeting of the Company;
- (g) other than pursuant to the Acquisition, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
  - (A) to do all or any of the acts referred to in sub-clauses (a) to (f) above; or
  - (B) which would or might restrict or impede me/us from complying with my obligations under this deed (including Clause 1.3 or Clause 1.4 of this deed),

and for the avoidance of doubt, references in this sub-clause (g) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following closing or lapsing or withdrawal of the Acquisition or upon or following this deed ceasing to be binding or upon or following any other event.

1.3 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Scheme shall:

- (a) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of each shareholder and court meeting resolution proposed by the Company to approve or implement the Acquisition and each resolution set out in the Scheme Document to approve or implement the Acquisition (the “**Resolutions**”) and against any resolution or proposal to adjourn any meeting considering any such resolution;
- (b) after the despatch of the Scheme Document (and without prejudice to my obligations pursuant to sub-clause (A) immediately above), validly return, or procure the return of, if applicable, the forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the Resolutions) in accordance with the instructions in respect of the forms of proxy and, if requested by you, in respect of any Shares held in uncertificated form, take or procure the taking of any action in order to make a valid proxy appointment and give valid proxy instructions, in each case voting in favour of the Resolutions, as soon as practicable and in any event within ten days after the despatch of the Scheme Document; and
- (c) shall not revoke any form of proxy referred to in sub-clause (b) immediately above in respect of the Shares or any of them and shall procure that no right to revoke any form of proxy in respect of such Shares is exercised.

1.4 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Offer shall:

- (a) upon the Offer being made, be able to, and will, accept or procure acceptance of the Offer in respect of the Shares and transfer the Shares pursuant to the Offer free from all Encumbrances and together with all rights now or hereafter attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid hereafter and otherwise perform any obligations under this deed;
- (b) as soon as practicable and in any event within five days after the posting of the Offer Document validly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and, in respect of any Shares held in certificated form, shall forward or procure the forwarding of the relevant share certificate(s) to Knight or its nominated representative (or a form of indemnity acceptable to the directors of the Company in respect of any lost certificate(s)) at the time of acceptance and, in respect of any Shares held in uncertificated form, shall take any action in respect of the Shares necessary to accept the Offer in accordance with the terms of the Offer Document or which may be reasonably required by Knight in order to validly accept, or procure valid acceptance of, the Offer;
- (c) not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised;

- (d) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of all shareholder resolutions proposed by the Company and any other resolution in each case to implement or approve the Acquisition and against any resolution or proposal to adjourn any meeting to consider any such resolutions; and
- (e) if so required by Knight, execute all such other documents as may be reasonably necessary for the purpose of giving Knight the full benefit of my obligations set out in this deed so applying with respect to the Offer.

1.5 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, to the extent that any of the Shares are not registered in my name, whether as at the date of this deed or, as a result of any Transfer (whether permitted under the terms of this deed or otherwise), after the date of this deed, I will use my best endeavours to procure that the registered holder(s) of such Shares act in accordance with the terms and undertakings of this deed.

## 2. GENERAL

- 2.1 I acknowledge and undertake that the undertakings made in this deed shall not oblige Knight to proceed with the Acquisition.
- 2.2 I acknowledge and agree that if I shall be in breach of any of my undertakings or obligations pursuant to this deed damages alone may not be an adequate remedy and that Knight may be entitled to seek an order for specific performance.
- 2.3 I acknowledge and agree that, notwithstanding any other provision of this deed, in circumstances where the terms of the Acquisition are varied or revised, this deed and my undertakings and obligations pursuant to this deed shall continue to be binding and apply in respect of the Shares in respect of the Acquisition as varied or revised. Without limitation to the foregoing and notwithstanding any other provision of this deed, I acknowledge that the obligations contained in this deed shall continue to apply and be binding in the event that Knight announces that it is implementing the Acquisition by way of the Offer, any other offer or proposed offer is made by a person other than Knight and/or the board of the Company withdraws its recommendation.
- 2.4 I have full power and authority (free from any legal or other restrictions (and will at all relevant times continue to have all relevant authority free from any legal or other restrictions)) to enter into and perform the undertakings and obligations in this deed in accordance with their terms. My obligations under and in connection with this deed are valid, binding and enforceable. I shall procure compliance with the terms of this deed by each person who I directly or indirectly control.
- 2.5 I consent to the issue of a press release or releases incorporating references to me/us and to this deed substantially in the terms set out in the Press Announcement. I understand that, if the Acquisition proceeds, this deed will be made publicly available in accordance with the requirements of the Code and other applicable requirements

- and that particulars of it will be contained in the Scheme Document or the Offer Document (as the case may be) or any other document which requires such details to be included and which is required in connection with the Scheme or the Offer (as the case may be). I undertake to provide you with all such further information in relation to my interest and that of any person connected with me/us as you may require in order to comply with the rules and requirements of the UKLA, the London Stock Exchange, the Takeover Panel and any other legal or regulatory requirements for inclusion in the Scheme Document or the Offer Document (as the case maybe) (or any other document required in connection with the Acquisition). Without prejudice to any other provision of this deed, I authorise you to attach the final form of the Press Announcement agreed with the Company to this deed.
- 2.6 I irrevocably appoint Knight and/or each director of Knight to be my attorney to sign, execute and deliver any documents, and to do all such acts and things, in each case as may be reasonably necessary or desirable for or incidental to the fulfilment of or compliance with my obligations under or in connection with this deed. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney 1971.
- 2.7 I agree that I may not assign or transfer any of the rights or obligations under this deed without Knight's prior written consent.
- 2.8 I agree that any date, time or period referred to in this Deed shall be of the essence except to the extent to which Knight and I agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- 2.9 The obligations under this deed will terminate (subject to accrued rights and obligations) in the event that:
- (a) the Scheme does not become effective by the Long Stop Date (as such term is defined in the Press Announcement) in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (b) the Offer, if applicable, lapses or is withdrawn in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (c) Knight announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition;
  - (d) the Press Announcement having not been released through an RNS prior to 5.00 pm on 18 June 2015 (or such later time/date as agreed between Knight and the Company); or
  - (e) an offer from a third party is declared wholly unconditional, if made by way of an offer, or becomes effective, if made by way of a scheme, prior to the Acquisition becoming effective, if undertaken by way of a Scheme, or being declared wholly unconditional, if undertaken by way of an Offer.

The provisions of this Clause 2.9 are without prejudice to the provisions of Clause 2.3 and the Acquisition will not lapse if Knight elects to implement the Acquisition by way of the Offer or the Scheme is varied or revised (or a replacement to the Scheme is announced) or if the Company's board of directors withdraws its recommendation of the Acquisition.

2.10 In this deed:

references to time of day are to London time;

**"Act"** means the Companies Act 2006;

**"Encumbrance"** includes any lien, charge, option, equity, encumbrance, right of pre-emption and/or third party right and/or claim of any nature whatsoever and

**"Encumber"** shall be construed accordingly;

**"interest"** in or in respect of Shares shall include the meaning given to "interests in securities" in the Code;

**"offer"** has the meaning given in the Code;

**"related persons"** shall include: (a) my spouse (if applicable); (b) my infant children (if applicable); (c) any trusts of which I, or my spouse is, or any of my infant children are, an actual or potential beneficiary or a trustee; and (d) companies or entities over which I (and/or my spouse and/or my infant children)/we control or have the right to direct the exercise of 20 per cent. or more of the voting rights;

**"Transfer"** means directly or indirectly sell, transfer, charge, Encumber, grant any option over or otherwise dispose of or deal with or permit any of the foregoing, in each case in any nature whatsoever.

2.11 I agree that this deed shall be binding upon my estate and personal representatives.

2.12 This deed shall be governed by and construed in accordance with English law and I submit to the jurisdiction of the English courts for all purposes in connection herewith.

I/we intend this document to be a deed and execute and deliver it as a deed on the date stated at the beginning of this deed.

**SIGNED and DELIVERED** as a **DEED** )  
by )  
as attorney for **CLAY BRENDISH** )  
under a power of attorney dated **15** June 2015 )

*[Signature]* *E.J. Grant (M)*  
in the presence of:

*[Signature]*  
Witness Signature

*Tiarnán O'Keefe*  
Name

*21 Burlington Gardens London W4 4LT*  
Address

*Banker*  
Occupation

**Schedule**

<b>Registered holder</b>	<b>No. of ordinary shares in capital of Company</b>
<b>Clay Brendish</b>	<b>319,472</b>

<b>Holder</b>	<b>No. of Options</b>
<b>Clay Brendish</b>	<b>0</b>

## Annex

### Press Announcement

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CHRISTOPHER HUMPHREY

**DEED OF IRREVOCABLE UNDERTAKING**

To: Keysight Technologies Netherlands B.V. ("**Knight**"), Groenelaan 5, Amstelveen, 1186AA, Netherlands  
Goldman Sachs International, Peterborough Court, 113 Fleet Street, London EC4A 2BB, United Kingdom

17 June 2015

**Proposed acquisition by Knight of Anite plc (the "Company")**

**1. IRREVOCABLE UNDERTAKING**

All references in this deed to the "**Acquisition**" shall mean the proposed acquisition by Knight of control of the Company, which is currently proposed to be implemented by way of a scheme of arrangement pursuant to Part 26 the Act (the "**Scheme**") but may, if Knight so determines be implemented by way of a takeover offer within the meaning of Section 974 of the Act made by or on behalf of Knight for the Company (the "**Offer**"), in each case substantially on the terms and conditions set out or referred to in a draft of the press announcement in respect of the Acquisition, a copy of which is annexed hereto (the "**Press Announcement**"), and/or on such other terms and conditions as may be agreed with the Takeover Panel and/or between the Company and Knight, required by the City Code on Takeovers and Mergers (the "**Code**"), required by the Financial Conduct Authority, acting in its capacity as the UK Listing Authority, required by the London Stock Exchange and/or required by applicable law. For the purposes of this deed, the terms "**Offer**" and "**Scheme**" shall include any revision or variation thereto.

Terms used, but not defined, in this deed shall have the meaning given in the Press Announcement.

- 1.1 I represent and warrant to Knight that I (or my spouse):
- (a) is the beneficial owner and, unless otherwise specified in the Schedule to this deed, I (or my spouse) is also the registered holder of a number of ordinary shares in the capital of the Company as set out in the Schedule to this deed (the "**Shares**", which expression shall include any other shares, or interests in shares in the capital of the Company directly or indirectly acquired by me or my spouse after the date hereof, including pursuant to the Options), in each case free from all Encumbrances;
  - (b) am able to control the exercise of all rights, including voting rights, attaching to or arising in respect of each of the Shares;
  - (c) am the beneficial owner or holder of an option, award, warrant or other right to subscribe for, purchase or otherwise acquire (whether such is vested, exercisable or otherwise) securities of the Company as set out in the Schedule (the "**Options**"); and
  - (d) have no interest, and none of our related persons has an interest, in any shares or other securities of the Company other than the Shares and Options.

1.2 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that I shall not, directly or indirectly:

- (a) allow any matter to occur which would cause the undertakings in Clause 1.1 to become untrue in any respect at any time after the date of this deed;
- (b) transfer all or any of the Shares or interest in or in respect of such Shares except pursuant to the Acquisition;
- (c) accept, vote in favour of, agree to, approve or give any undertaking, or enter into any arrangement or understanding, in any such case in respect of the Shares, in respect of any offer or possible offer (including any scheme, partial offer or whitewash proposal) other than the Acquisition or proposal which is or may be an alternative to, or frustrate, the Acquisition;
- (d) acquire any further interest in any shares or other securities of the Company (other than pursuant to the Options);
- (e) deal with, exercise or create any rights (including voting rights) in respect of the Shares in any manner that would or would be likely to frustrate the Acquisition;
- (f) without limitation to (e) above, (A) exercise any rights attaching to the Shares in respect of any resolution of the Company which might reasonably be expected to: (i) have an impact on the fulfilment of any condition to the Acquisition; or (ii) impede or frustrate in any way the Acquisition (which shall include any resolution to approve a scheme of arrangement or other proposal in respect of any other person other than Knight), or (B) exercise any rights attaching to the Shares to convene or requisition or join in convening or requisitioning, any general meeting of the Company;
- (g) other than pursuant to the Acquisition, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
  - (A) to do all or any of the acts referred to in sub-clauses (a) to (f) above; or
  - (B) which would or might restrict or impede me/us from complying with my obligations under this deed (including Clause 1.3 or Clause 1.4 of this deed),

and for the avoidance of doubt, references in this sub-clause (g) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following closing or lapsing or withdrawal of the Acquisition or upon or following this deed ceasing to be binding or upon or following any other event.

1.3 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Scheme shall:

- (a) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of each shareholder and court meeting resolution proposed by the Company to approve or implement the Acquisition and each resolution set out in the Scheme Document to approve or implement the Acquisition (the “**Resolutions**”) and against any resolution or proposal to adjourn any meeting considering any such resolution;
- (b) after the despatch of the Scheme Document (and without prejudice to my obligations pursuant to sub-clause (A) immediately above), validly return, or procure the return of, if applicable, the forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the Resolutions) in accordance with the instructions in respect of the forms of proxy and, if requested by you, in respect of any Shares held in uncertificated form, take or procure the taking of any action in order to make a valid proxy appointment and give valid proxy instructions, in each case voting in favour of the Resolutions, as soon as practicable and in any event within ten days after the despatch of the Scheme Document; and
- (c) shall not revoke any form of proxy referred to in sub-clause (b) immediately above in respect of the Shares or any of them and shall procure that no right to revoke any form of proxy in respect of such Shares is exercised.

1.4 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Offer shall:

- (a) upon the Offer being made, be able to, and will, accept or procure acceptance of the Offer in respect of the Shares and transfer the Shares pursuant to the Offer free from all Encumbrances and together with all rights now or hereafter attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid hereafter and otherwise perform any obligations under this deed;
- (b) as soon as practicable and in any event within five days after the posting of the Offer Document validly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and, in respect of any Shares held in certificated form, shall forward or procure the forwarding of the relevant share certificate(s) to Knight or its nominated representative (or a form of indemnity acceptable to the directors of the Company in respect of any lost certificate(s)) at the time of acceptance and, in respect of any Shares held in uncertificated form, shall take any action in respect of the Shares necessary to accept the Offer in accordance with the terms of the Offer Document or which may be reasonably required by Knight in order to validly accept, or procure valid acceptance of, the Offer;
- (c) not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised;

(d) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of all shareholder resolutions proposed by the Company and any other resolution in each case to implement or approve the Acquisition and against any resolution or proposal to adjourn any meeting to consider any such resolutions; and

(e) if so required by Knight, execute all such other documents as may be reasonably necessary for the purpose of giving Knight the full benefit of my obligations set out in this deed so applying with respect to the Offer.

1.5 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, to the extent that any of the Shares are not registered in my name, whether as at the date of this deed or, as a result of any Transfer (whether permitted under the terms of this deed or otherwise), after the date of this deed, I will use my best endeavours to procure that the registered holder(s) of such Shares act in accordance with the terms and undertakings of this deed.

## 2. GENERAL

2.1 I acknowledge and undertake that the undertakings made in this deed shall not oblige Knight to proceed with the Acquisition.

2.2 I acknowledge and agree that if I shall be in breach of any of my undertakings or obligations pursuant to this deed damages alone may not be an adequate remedy and that Knight may be entitled to seek an order for specific performance.

2.3 I acknowledge and agree that, notwithstanding any other provision of this deed, in circumstances where the terms of the Acquisition are varied or revised, this deed and my undertakings and obligations pursuant to this deed shall continue to be binding and apply in respect of the Shares in respect of the Acquisition as varied or revised. Without limitation to the foregoing and notwithstanding any other provision of this deed, I acknowledge that the obligations contained in this deed shall continue to apply and be binding in the event that Knight announces that it is implementing the Acquisition by way of the Offer, any other offer or proposed offer is made by a person other than Knight and/or the board of the Company withdraws its recommendation.

2.4 I have full power and authority (free from any legal or other restrictions (and will at all relevant times continue to have all relevant authority free from any legal or other restrictions)) to enter into and perform the undertakings and obligations in this deed in accordance with their terms. My obligations under and in connection with this deed are valid, binding and enforceable. I shall procure compliance with the terms of this deed by each person who I directly or indirectly control.

2.5 I consent to the issue of a press release or releases incorporating references to me/us and to this deed substantially in the terms set out in the Press Announcement. I understand that, if the Acquisition proceeds, this deed will be made publicly available in accordance with the requirements of the Code and other applicable requirements

and that particulars of it will be contained in the Scheme Document or the Offer Document (as the case may be) or any other document which requires such details to be included and which is required in connection with the Scheme or the Offer (as the case may be). I undertake to provide you with all such further information in relation to my interest and that of any person connected with me/us as you may require in order to comply with the rules and requirements of the UKLA, the London Stock Exchange, the Takeover Panel and any other legal or regulatory requirements for inclusion in the Scheme Document or the Offer Document (as the case maybe) (or any other document required in connection with the Acquisition). Without prejudice to any other provision of this deed, I authorise you to attach the final form of the Press Announcement agreed with the Company to this deed.

- 2.6 I irrevocably appoint Knight and/or each director of Knight to be my attorney to sign, execute and deliver any documents, and to do all such acts and things, in each case as may be reasonably necessary or desirable for or incidental to the fulfilment of or compliance with my obligations under or in connection with this deed. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney 1971.
- 2.7 I agree that I may not assign or transfer any of the rights or obligations under this deed without Knight's prior written consent.
- 2.8 I agree that any date, time or period referred to in this Deed shall be of the essence except to the extent to which Knight and I agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- 2.9 The obligations under this deed will terminate (subject to accrued rights and obligations) in the event that:
- (a) the Scheme does not become effective by the Long Stop Date (as such term is defined in the Press Announcement) in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (b) the Offer, if applicable, lapses or is withdrawn in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (c) Knight announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition;
  - (d) the Press Announcement having not been released through an RNS prior to 5.00 pm on 18 June 2015 (or such later time/date as agreed between Knight and the Company); or
  - (e) an offer from a third party is declared wholly unconditional, if made by way of an offer, or becomes effective, if made by way of a scheme, prior to the Acquisition becoming effective, if undertaken by way of a Scheme, or being declared wholly unconditional, if undertaken by way of an Offer.

The provisions of this Clause 2.9 are without prejudice to the provisions of Clause 2.3 and the Acquisition will not lapse if Knight elects to implement the Acquisition by way of the Offer or the Scheme is varied or revised (or a replacement to the Scheme is announced) or if the Company's board of directors withdraws its recommendation of the Acquisition.

2.10 In this deed:

references to time of day are to London time;

**"Act"** means the Companies Act 2006;

**"Encumbrance"** includes any lien, charge, option, equity, encumbrance, right of pre-emption and/or third party right and/or claim of any nature whatsoever and

**"Encumber"** shall be construed accordingly;

**"interest"** in or in respect of Shares shall include the meaning given to "interests in securities" in the Code;

**"offer"** has the meaning given in the Code;

**"related persons"** shall include: (a) my spouse (if applicable); (b) my infant children (if applicable); (c) any trusts of which I, or my spouse is, or any of my infant children are, an actual or potential beneficiary or a trustee; and (d) companies or entities over which I (and/or my spouse and/or my infant children)/we control or have the right to direct the exercise of 20 per cent. or more of the voting rights;

**"Transfer"** means directly or indirectly sell, transfer, charge, Encumber, grant any option over or otherwise dispose of or deal with or permit any of the foregoing, in each case in any nature whatsoever.

2.11 I agree that this deed shall be binding upon my estate and personal representatives.

2.12 This deed shall be governed by and construed in accordance with English law and I submit to the jurisdiction of the English courts for all purposes in connection herewith.

I/we intend this document to be a deed and execute and deliver it as a deed on the date stated at the beginning of this deed.

**SIGNED and DELIVERED** as )  
a **DEED** by **CHRISTOPHER HUMPHREY** )

*[Handwritten signature of Christopher Humphrey]*  
.....  
in the presence of:

*C. Humphrey.*

*[Handwritten witness signature]*  
.....  
Witness Signature

*Tiarnán O'Rourke*  
.....  
Name

*21 Burlington Gardens London W4 4LT*  
.....  
Address

*Banker*  
.....  
Occupation

**Schedule**

<b>Registered holder</b>	<b>No. of ordinary shares in capital of Company</b>
<b>Christopher Humphrey</b>	<b>1,891,889</b>

<b>Holder</b>	<b>No. of Options</b>
<b>Christopher Humphrey</b>	<b>8,389,520</b>

**Annex**

**Press Announcement**



DAVID HURST-BROWN

**DEED OF IRREVOCABLE UNDERTAKING**

To: Keysight Technologies Netherlands B.V. ("**Knight**"), Groenelaan 5, Amstelveen, 1186AA, Netherlands

Goldman Sachs International, Peterborough Court, 113 Fleet Street, London EC4A 2BB, United Kingdom

17 June 2015

**Proposed acquisition by Knight of Anite plc (the "Company")**

**1. IRREVOCABLE UNDERTAKING**

All references in this deed to the "**Acquisition**" shall mean the proposed acquisition by Knight of control of the Company, which is currently proposed to be implemented by way of a scheme of arrangement pursuant to Part 26 the Act (the "**Scheme**") but may, if Knight so determines be implemented by way of a takeover offer within the meaning of Section 974 of the Act made by or on behalf of Knight for the Company (the "**Offer**"), in each case substantially on the terms and conditions set out or referred to in a draft of the press announcement in respect of the Acquisition, a copy of which is annexed hereto (the "**Press Announcement**"), and/or on such other terms and conditions as may be agreed with the Takeover Panel and/or between the Company and Knight, required by the City Code on Takeovers and Mergers (the "**Code**"), required by the Financial Conduct Authority, acting in its capacity as the UK Listing Authority, required by the London Stock Exchange and/or required by applicable law. For the purposes of this deed, the terms "**Offer**" and "**Scheme**" shall include any revision or variation thereto.

Terms used, but not defined, in this deed shall have the meaning given in the Press Announcement.

**1.1 I represent and warrant to Knight that I (or my spouse):**

- (a) is the beneficial owner and, unless otherwise specified in the Schedule to this deed, I (or my spouse) is also the registered holder of a number of ordinary shares in the capital of the Company as set out in the Schedule to this deed (the "**Shares**", which expression shall include any other shares, or interests in shares in the capital of the Company directly or indirectly acquired by me or my spouse after the date hereof, including pursuant to the Options), in each case free from all Encumbrances;
- (b) am able to control the exercise of all rights, including voting rights, attaching to or arising in respect of each of the Shares;
- (c) am the beneficial owner or holder of an option, award, warrant or other right to subscribe for, purchase or otherwise acquire (whether such is vested, exercisable or otherwise) securities of the Company as set out in the Schedule (the "**Options**"); and
- (d) have no interest, and none of our related persons has an interest, in any shares or other securities of the Company other than the Shares and Options.

1.2 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that I shall not, directly or indirectly:

- (a) allow any matter to occur which would cause the undertakings in Clause 1.1 to become untrue in any respect at any time after the date of this deed;
- (b) transfer all or any of the Shares or interest in or in respect of such Shares except pursuant to the Acquisition;
- (c) accept, vote in favour of, agree to, approve or give any undertaking, or enter into any arrangement or understanding, in any such case in respect of the Shares, in respect of any offer or possible offer (including any scheme, partial offer or whitewash proposal) other than the Acquisition or proposal which is or may be an alternative to, or frustrate, the Acquisition;
- (d) acquire any further interest in any shares or other securities of the Company (other than pursuant to the Options);
- (e) deal with, exercise or create any rights (including voting rights) in respect of the Shares in any manner that would or would be likely to frustrate the Acquisition;
- (f) without limitation to (e) above, (A) exercise any rights attaching to the Shares in respect of any resolution of the Company which might reasonably be expected to: (i) have an impact on the fulfilment of any condition to the Acquisition; or (ii) impede or frustrate in any way the Acquisition (which shall include any resolution to approve a scheme of arrangement or other proposal in respect of any other person other than Knight), or (B) exercise any rights attaching to the Shares to convene or requisition or join in convening or requisitioning, any general meeting of the Company;
- (g) other than pursuant to the Acquisition, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:

(A) to do all or any of the acts referred to in sub-clauses (a) to (f) above; or

(B) which would or might restrict or impede me/us from complying with my obligations under this deed (including Clause 1.3 or Clause 1.4 of this deed),

and for the avoidance of doubt, references in this sub-clause (g) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following closing or lapsing or withdrawal of the Acquisition or upon or following this deed ceasing to be binding or upon or following any other event.

1.3 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Scheme shall:

- (a) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of each shareholder and court meeting resolution proposed by the Company to approve or implement the Acquisition and each resolution set out in the Scheme Document to approve or implement the Acquisition (the "**Resolutions**") and against any resolution or proposal to adjourn any meeting considering any such resolution;
- (b) after the despatch of the Scheme Document (and without prejudice to my obligations pursuant to sub-clause (A) immediately above), validly return, or procure the return of, if applicable, the forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the Resolutions) in accordance with the instructions in respect of the forms of proxy and, if requested by you, in respect of any Shares held in uncertificated form, take or procure the taking of any action in order to make a valid proxy appointment and give valid proxy instructions, in each case voting in favour of the Resolutions, as soon as practicable and in any event within ten days after the despatch of the Scheme Document; and
- (c) shall not revoke any form of proxy referred to in sub-clause (b) immediately above in respect of the Shares or any of them and shall procure that no right to revoke any form of proxy in respect of such Shares is exercised.

1.4 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, if the Acquisition is implemented by way of the Offer shall:

- (a) upon the Offer being made, be able to, and will, accept or procure acceptance of the Offer in respect of the Shares and transfer the Shares pursuant to the Offer free from all Encumbrances and together with all rights now or hereafter attaching thereto, including the right to all dividends and other distributions (if any) declared, made or paid hereafter and otherwise perform any obligations under this deed;
- (b) as soon as practicable and in any event within five days after the posting of the Offer Document validly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and, in respect of any Shares held in certificated form, shall forward or procure the forwarding of the relevant share certificate(s) to Knight or its nominated representative (or a form of indemnity acceptable to the directors of the Company in respect of any lost certificate(s)) at the time of acceptance and, in respect of any Shares held in uncertificated form, shall take any action in respect of the Shares necessary to accept the Offer in accordance with the terms of the Offer Document or which may be reasonably required by Knight in order to validly accept, or procure valid acceptance of, the Offer;
- (c) not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised;

(d) in person or by proxy validly cast all votes (whether on a show of hands or a poll and including at any adjournments or postponement of any meeting at which such votes are to be cast) (or procure the casting of such votes) in relation to the Shares in favour of all shareholder resolutions proposed by the Company and any other resolution in each case to implement or approve the Acquisition and against any resolution or proposal to adjourn any meeting to consider any such resolutions; and

(e) if so required by Knight, execute all such other documents as may be reasonably necessary for the purpose of giving Knight the full benefit of my obligations set out in this deed so applying with respect to the Offer.

1.5 I, the undersigned, on the terms set out in this deed, hereby irrevocably and unconditionally undertake and warrant to Knight that, to the extent that any of the Shares are not registered in my name, whether as at the date of this deed or, as a result of any Transfer (whether permitted under the terms of this deed or otherwise), after the date of this deed, I will use my best endeavours to procure that the registered holder(s) of such Shares act in accordance with the terms and undertakings of this deed.

## 2. GENERAL

2.1 I acknowledge and undertake that the undertakings made in this deed shall not oblige Knight to proceed with the Acquisition.

2.2 I acknowledge and agree that if I shall be in breach of any of my undertakings or obligations pursuant to this deed damages alone may not be an adequate remedy and that Knight may be entitled to seek an order for specific performance.

2.3 I acknowledge and agree that, notwithstanding any other provision of this deed, in circumstances where the terms of the Acquisition are varied or revised, this deed and my undertakings and obligations pursuant to this deed shall continue to be binding and apply in respect of the Shares in respect of the Acquisition as varied or revised. Without limitation to the foregoing and notwithstanding any other provision of this deed, I acknowledge that the obligations contained in this deed shall continue to apply and be binding in the event that Knight announces that it is implementing the Acquisition by way of the Offer, any other offer or proposed offer is made by a person other than Knight and/or the board of the Company withdraws its recommendation.

2.4 I have full power and authority (free from any legal or other restrictions (and will at all relevant times continue to have all relevant authority free from any legal or other restrictions)) to enter into and perform the undertakings and obligations in this deed in accordance with their terms. My obligations under and in connection with this deed are valid, binding and enforceable. I shall procure compliance with the terms of this deed by each person who I directly or indirectly control.

2.5 I consent to the issue of a press release or releases incorporating references to me/us and to this deed substantially in the terms set out in the Press Announcement. I understand that, if the Acquisition proceeds, this deed will be made publicly available in accordance with the requirements of the Code and other applicable requirements

and that particulars of it will be contained in the Scheme Document or the Offer Document (as the case may be) or any other document which requires such details to be included and which is required in connection with the Scheme or the Offer (as the case may be). I undertake to provide you with all such further information in relation to my interest and that of any person connected with me/us as you may require in order to comply with the rules and requirements of the UKLA, the London Stock Exchange, the Takeover Panel and any other legal or regulatory requirements for inclusion in the Scheme Document or the Offer Document (as the case maybe) (or any other document required in connection with the Acquisition). Without prejudice to any other provision of this deed, I authorise you to attach the final form of the Press Announcement agreed with the Company to this deed.

- 2.6 I irrevocably appoint Knight and/or each director of Knight to be my attorney to sign, execute and deliver any documents, and to do all such acts and things, in each case as may be reasonably necessary or desirable for or incidental to the fulfilment of or compliance with my obligations under or in connection with this deed. I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney 1971.
- 2.7 I agree that I may not assign or transfer any of the rights or obligations under this deed without Knight's prior written consent.
- 2.8 I agree that any date, time or period referred to in this Deed shall be of the essence except to the extent to which Knight and I agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- 2.9 The obligations under this deed will terminate (subject to accrued rights and obligations) in the event that:
- (a) the Scheme does not become effective by the Long Stop Date (as such term is defined in the Press Announcement) in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (b) the Offer, if applicable, lapses or is withdrawn in accordance with its terms and no varied, revised or replacement Scheme or Offer on terms no less favourable to holders of Shares is or has been announced by Knight;
  - (c) Knight announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition;
  - (d) the Press Announcement having not been released through an RNS prior to 5.00 pm on 18 June 2015 (or such later time/date as agreed between Knight and the Company); or
  - (e) an offer from a third party is declared wholly unconditional, if made by way of an offer, or becomes effective, if made by way of a scheme, prior to the Acquisition becoming effective, if undertaken by way of a Scheme, or being declared wholly unconditional, if undertaken by way of an Offer.

The provisions of this Clause 2.9 are without prejudice to the provisions of Clause 2.3 and the Acquisition will not lapse if Knight elects to implement the Acquisition by way of the Offer or the Scheme is varied or revised (or a replacement to the Scheme is announced) or if the Company's board of directors withdraws its recommendation of the Acquisition.

2.10 In this deed:

references to time of day are to London time;

**"Act"** means the Companies Act 2006;

**"Encumbrance"** includes any lien, charge, option, equity, encumbrance, right of pre-emption and/or third party right and/or claim of any nature whatsoever and

**"Encumber"** shall be construed accordingly;

**"interest"** in or in respect of Shares shall include the meaning given to "interests in securities" in the Code;

**"offer"** has the meaning given in the Code;

**"related persons"** shall include: (a) my spouse (if applicable); (b) my infant children (if applicable); (c) any trusts of which I, or my spouse is, or any of my infant children are, an actual or potential beneficiary or a trustee; and (d) companies or entities over which I (and/or my spouse and/or my infant children)/we control or have the right to direct the exercise of 20 per cent. or more of the voting rights;

**"Transfer"** means directly or indirectly sell, transfer, charge, Encumber, grant any option over or otherwise dispose of or deal with or permit any of the foregoing, in each case in any nature whatsoever.

2.11 I agree that this deed shall be binding upon my estate and personal representatives.

2.12 This deed shall be governed by and construed in accordance with English law and I submit to the jurisdiction of the English courts for all purposes in connection herewith.

I/we intend this document to be a deed and execute and deliver it as a deed on the date stated at the beginning of this deed.

**SIGNED and DELIVERED as  
a DEED by DAVID HURST-BROWN**

) *David Hurst-Brown*

*J. M. Hurst-Brown*

in the presence of:

.....  
Witness Signature

*J. M. HURST - BROWN*

Name

*WHISKETS FARM, LAMBERTURSI, KTRN TAN? 8J6*

Address

*HOUSEWIFE*

Occupation

**Schedule**

<b>Registered holder</b>	<b>No. of ordinary shares in capital of Company</b>
<b>David Hurst-Brown</b>	<b>230,000</b>

<b>Holder</b>	<b>No. of Options</b>
<b>David Hurst-Brown</b>	<b>0</b>

**Annex**  
**Press Announcement**