

with the acquisition of the relevant shares previously received or purchased and exercised.

For the purposes of this Condition 8(f):

" **Change of Control** " shall be deemed to have occurred if any person or any persons acting in concert, or any person or persons acting on behalf of any such persons (the " **Relevant Person** ") at any time directly or indirectly owns or acquires (i) more than 50.0 per cent. of the issued or allotted ordinary share capital of the Issuer or (ii) shares in the capital of the Issuer carrying more than 50.0 per cent. of the voting rights normally exercisable at a general meeting of the Issuer, provided that a Change of Control shall be deemed not to have occurred if all or substantially all of the shareholders of the Relevant Person are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the shareholders of the Issuer with the same (or substantially the same) *pro* *rata* interests in the share capital of the Relevant Person as such shareholders have, or as the case may be, had, in the share capital of the Issuer.

" **Change of Control Period** " means the period commencing on the date of the relevant Change of Control and ending 180 days after the public announcement of the Change of Control having occurred.