**This document is important and requires your immediate attention. The whole of the text of this document should be read and in particular your attention is drawn to the section entitled "Risk Factors" in Part 2 of this document. If you are in any doubt about the contents of this document or what action you should take you should consult a person authorised under the Financial Services and Markets Act 2000 ("FSMA") who specialises in advising on the acquisition of shares and other securities.**

This document, which comprises an AIM admission document, is drawn up in compliance with the AIM Rules, although it does not constitute a prospectus for the purposes of Section 84(2) of FSMA and as such has not been approved by the Financial Services Authority as a prospectus pursuant to Section 85 of FSMA.

To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and contains no omission likely to affect its import. The Directors, whose names are set out on page 4 of this document, accept responsibility for the contents of this document accordingly.

No person has been authorised to give any information or make any representations other than those contained in this document and, if given or made, such information or representations must not be relied upon as having been so authorised. The delivery of this document or any subscriptions made hereunder shall not, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date of this document or that the information in this document is correct as of any time subsequent to the date of this document.

Application has been made for the whole of the issued and to be issued ordinary share capital of the Company and issued and to be issued Placing Warrants to be admitted to trading on AIM, a market operated by the London Stock Exchange plc ("AIM"). It is expected that Admission will become effective and that dealings in the issued ordinary share capital of the Company and the Placing Warrants will commence on 3 August 2007.

**AIM is a market designed primarily for emerging or smaller companies to which a higher investment risk tends to be attached than to larger or more established companies. AIM securities are not admitted to the Official List of the UK Listing Authority (the "Official List"). A prospective investor should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial adviser. Neither the London Stock Exchange plc nor the UK Listing Authority has examined or approved the contents of this document. The rules of AIM are less demanding than those of the Official List. It is emphasised that no application is being made for admission of these securities to the Official List or to any other recognised investment exchange. Each AIM company is required pursuant to the AIM Rules to have a nominated adviser. The nominated adviser is required to make a declaration to the London Stock Exchange plc on Admission in the form set out in Schedule Two of the AIM Rules for Nominated Advisers.**

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# OAKLEY CAPITAL INVESTMENTS LIMITED

*(a closed-ended company incorporated with limited liability under the laws of Bermuda under registration number 40324)*

## Placing of up to 100,000,000 Placing Shares at £1 per share (with 1 Placing Warrant for every 2 Placing Shares subscribed attached) and Admission to trading on AIM

*Nominated Adviser and Broker*

## Collins Stewart Europe Limited

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The Placing is conditional amongst other things on Admission taking place on or before 3 August 2007 (or such later date as the Company and Collins Stewart may agree) and a minimum subscription of £25,000,000 being achieved.

Collins Stewart, which is authorised and regulated in the United Kingdom by the Financial Services Authority is acting as nominated adviser and broker to the Company and is acting exclusively for the Company and no one else in connection with the Placing and Admission. Collins Stewart will not regard any other person as its customer or be responsible to any other person for providing the protection afforded to customers of Collins Stewart nor for providing advice in relation to the transactions and arrangements detailed in this document (without limiting the statutory rights of any person to whom this document is issued). Collins Stewart is not making any representation or warranty, express or implied, as to the contents of this document. Collins Stewart's responsibilities as the Company's nominated adviser and broker under the AIM Rules are owed solely to the London Stock Exchange plc and are not owed to the Company or to any Director or to any other person in respect of such person's decision to acquire shares in the Company in reliance on any part of this document. No liability whatsoever is accepted by Collins Stewart for the accuracy of any information or opinions contained in this document or for the omissions of any material information, for which it is not responsible.

A copy of this document has been delivered to the Registrar of Companies in Bermuda for filing pursuant to the Bermuda Companies Act 1981. In accepting this document for filing the Registrar of Companies in Bermuda accepts no responsibility for the financial soundness of any proposal or for the correctness of any statements made or opinions expressed with regard to them.

This document does not constitute an offer to sell or an invitation to subscribe for, or a solicitation of any offer to subscribe for or buy any Placing Shares or Placing Warrants in the Company to any person in any jurisdiction in which such offer or solicitation is unlawful. This document should not be distributed, published, reproduced or otherwise made available in whole or in part or disclosed by recipients to any other person and, in particular, should not be distributed to persons with addresses in Canada, Australia, Japan, South Africa or the Republic of Ireland or in any other country outside the United Kingdom where such distribution may lead to a breach of any law or regulatory requirements. No securities commission or similar authority in Canada has in any way passed on the merits of the securities offered hereunder and any representation to the contrary is an offence. No document in relation to the Placing has been, or will be, lodged with, or registered by, The Australian Securities Commission, and no registration statement has been, or will be, filed with the Japanese Ministry of Finance in relation to the Placing or the Securities. Accordingly, subject to certain exceptions, the Securities may not, directly or indirectly, be offered or sold within Canada, Australia, Japan, South Africa or the Republic of Ireland or offered or sold to a resident of Canada, Australia, Japan, South Africa or the Republic of Ireland.

The distribution of this document and the placing of the Placing Shares and Placing Warrants in or into certain jurisdictions may be restricted by law. No action has been taken by the Company or by Collins Stewart that would permit a public offer of shares in the Company or possession or distribution of this document where action for that purpose is required. Persons into whose possession this document comes should inform themselves about, and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

**The Placing Shares, the Placing Warrants and any Shares that may be issued pursuant to the Placing Warrants have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "US Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, any US Person as that term is defined in Regulation S under the US Securities Act and in this document. The Company and the Limited Partnership have not been registered and will not register under the United States Investment Company Act of 1940, as amended (the "US Investment Company Act").**

**The attention of potential investors is drawn to the Risk Factors set out in Part 2 of this admission document.**

1. **Investment in the Company will involve certain risks and special considerations: Investors should be able and willing to withstand the loss of their entire investment.**
2. **The investments of the Company are subject to market fluctuations and the risks inherent in all investments and there can be no assurance that an investment will retain its value or that appreciation will occur.**
3. **The price of the Securities can go down as well as up.**
4. **Investment in the Company is suitable only for institutional investors (which includes authorised or exempt persons under the FSMA and other persons who fall within the exemptions contained in Articles 19 and 49 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.)**
5. **The Shares and Placing Warrants are only suitable for investors who understand, or who have been advised of, the potential risk of capital loss from an investment in the Shares and the Placing Warrants and that there may be limited liquidity in both the Shares and the Placing Warrants and the underlying investments of the Company and the Limited Partnership, and for whom an investment in the Shares and the Placing Warrants is part of a diversified investment portfolio and who fully understand and are willing to assume the risks involved with an individual investment in such a portfolio.**

No broker, dealer or other person has been authorised by the Company, its Directors or Collins Stewart to issue any advertisement or to give any information or to make any representation in connection with the offering or sale of the Securities other than those contained in this document and, if issued, given or made, any such advertisement, information or representation must not be relied upon as having been authorised by the Company, the Directors or Collins Stewart.

This document does not constitute, and may not be used for the purposes of, an offer or an invitation to subscribe for Securities by any person in any jurisdictions: (i) in which such offer or invitation is not authorised; (ii) in which the person making such offer or invitation is not qualified to do so; or (iii) to any person to whom it is unlawful to make such offer or invitation.

Prospective investors should not treat the contents of this document as advice relating to legal, taxation, investment or any other matters. Prospective investors should inform themselves as to: (a) the legal requirements within their own countries for the purchase, holding, transfer, repurchase or other disposal of Securities; (b) any foreign exchange restrictions applicable to the purchase, holding, transfer, repurchase or other disposal of Securities which they might encounter; and (c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer, repurchase or other disposal of Securities. Prospective investors must rely upon their own representatives, including their own legal advisers and accountants, as to legal, tax, investment and other related matters concerning the Company and an investment therein.

Statements made in this document are based on the law and practice currently in force in Bermuda and in England and Wales and are subject to changes therein.

**This document should be read in its entirety before making any application for Securities.**

# CONTENTS

# DIRECTORY

## Directors of the Company

James Michael Keyes (*Independent Director and Chairman)*
Christine (Tina) Michelle Burns *(Independent Director)*
Peter Adam Daiches Dubens *(Director)*
Katherine Christina Mary Innes-Ker *(Independent Director)*
Ian Patrick Pilgrim *(Director)*
Christopher Wetherhill *(Independent Director)*

All of 11 Harbour Road, Paget PG01, Bermuda

## Registered Office of the Company

11 Harbour Road
Paget PG01
Bermuda
*Telephone Number +1 441 236 6330*

## Manager to the Limited Partnership and the Company

Oakley Capital (Bermuda) Limited
11 Harbour Road
Paget PG01
Bermuda
*Telephone Number +1 441 236 6330*

## Administrator to the Company

Mayflower Management Services (Bermuda) Limited
11 Harbour Road
Paget PG01
Bermuda
*Telephone Number +1 441 236 6330*

## Investment Adviser to the Manager

Oakley Capital Limited
8th floor
The Economist Building
London
SW1A 1HA
United Kingdom

## Legal Advisers to the Company as to English Law

SJ Berwin LLP
10 Queen Street Place
London
EC4R 1BE
United Kingdom

## Nominated Adviser and Broker

Collins Stewart Europe Limited
9th Floor
88 Wood Street
London
EC2V 7QR
United Kingdom

## Reporting Accountants

KPMG Audit Plc
8 Salisbury Square
London
EC4Y 8BB
United Kingdom

## Legal Advisers to the Company as to Bermuda Law

Conyers Dill & Pearman
Clarendon House
2 Church Street
P.O. Box HM 666
Hamilton HM CX
Bermuda

## Auditors to the Company and the Limited Partnership

KPMG
Crown House
4 Par-la-Ville Road
Hamilton HM 08
Bermuda

## Legal Advisers to the Nominated Adviser and Broker

Stephenson Harwood
One St Paul's Churchyard
London
EC4M 8SH
United Kingdom

### CREST Depositary

Computershare Investor Services PLC
PO Box 82
The Pavilions
Bridgwater Road
Bristol BS99 7NH
United Kingdom

### Custodian to the Company and the Limited Partnership

HSBC Private Bank (Suisse) SA
2 Quai Général Guisan
CH-1211
Geneva 3
Switzerland
*Telephone Number: +41 58 705 55 55*

### Branch Registrar

Computershare Investor Services (Channel Islands) Limited
PO Box 83
Ordnance House
31 Pier Road
St Helier
Jersey JE4 8PW
Channel Islands

### Website Address

www.oakleycapitalinvestments.com

## PLACING STATISTICS

| | |
|---|---|
| Placing Price | £1.00 |
| Ordinary Shares in issue immediately following the Placing | Up to 100,000,000* |
| Market capitalisation at the Placing Price | Up to £100,000,000* |
| Warrants in issue immediately following the Placing | Up to 50,000,000* |
| Estimated net proceeds of the Placing | £95.5 million* |

* Assumes the Placing is fully subscribed

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

| | |
|---|---|
| Dealings in Placing Shares and Placing Warrants expected to commence on AIM | 3 August 2007 |
| CREST accounts expected to be credited in respect of Placing Shares and Placing Warrants issued in uncertificated form | 3 August 2007 |
| Certificates expected to be despatched in respect of Placing Shares and Placing Warrants issued in certificated form | 10 August 2007 |

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| "Administration Agreement" | the agreement dated 30 July 2007 between the Company and the Administrator, under which the Administrator is given responsibility for providing administrative and secretarial services to the Company; |
| "Administrator" | Mayflower Management Services (Bermuda) Limited; |
| "Admission" | the admission of the issued and to be issued share capital of the Company and the Placing Warrants to be allotted and issued by the Company to trading on AIM becoming effective in accordance with the AIM Rules; |
| "Advisory Committee" | the advisory committee of the Investment Adviser, being, at the date of this document, Sir Harry Djanogly and Lord Wolfson of Marylebone; |
| "AIM" | the AIM market of the London Stock Exchange; |
| "AIM Rules" | the AIM Rules for Companies and the AIM Rules for Nominated Advisers produced by the London Stock Exchange, as amended from time to time; |
| "Auditors" | KPMG or such other auditors as are appointed from time to time; |
| "Bermuda Companies Act" | Bermuda Companies Act 1981, as amended from time to time; |
| "BMA" | Bermuda Monetary Authority; |
| "Business Day" | any day on which AIM and banks in London and Bermuda are open for business; |
| "Bye-laws" | the bye-laws of the Company, as amended from time to time; |
| "Carried Interest" | 20 per cent. of the income and realisation proceeds from the sale of investments by the Limited Partnership payable to the carried interest holders after satisfying any expenses and liabilities of the Limited Partnership and subject to the payment of the General Partner Share as described in Section 11 of Part 1 of this document; |
| "Collins Stewart" | Collins Stewart Europe Limited, which is authorised and regulated by the FSA; |
| "Commitments" | the amount committed by an investor to the Limited Partnership whether or not such amount has been advanced in whole or in part; |
| "Company" | Oakley Capital Investments Limited, a company incorporated with limited liability in Bermuda with registered number 40324; |
| "Company Custodian" | HSBC Private Bank (Suisse) SA; |
| "Company Custodian Agreement" | the custodian agreement between the Company Custodian and the Company; |
| "CREST" | the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations); |
| "CREST Depositary" or "Depositary" | Computershare Investor Services plc; |
| "CREST Manual" | the compendium of documents entitled CREST Manual issued by Euroclear from to time and comprising the CREST Reference Manual, the CREST Central Counterparty Service Manual, the CREST International Manual, CREST Rules, CCSS Operations Manual and the CREST Glossary of Terms; |
| "CREST Regulations" | the Uncertificated Securities Regulation 2001 (SI2001/3755), as amended; |
| "Depository Instrument" | the deed dated 9 July 2007 executed by the Depositary relating to the depositary interests over Shares and Placing Warrants; |

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| "Directors" or "Board" | the directors of the Company for the time being and any duly constituted committee of the board of directors and any successors to those members as may be appointed from time to time; |
| "Euro" or "€" | the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended, known as the "Euro"; |
| "Euroclear" | Euroclear UK & Ireland Limited; |
| "Final Closing" | the date upon which the last investor is admitted to the Limited Partnership provided however that such date shall not be any later than 18 months after the First Closing; |
| "First Closing" | the date upon which the first investor is admitted to the Limited Partnership; |
| "FSA" | the Financial Services Authority of the United Kingdom; |
| "FSMA" | the Financial Services and Markets Act 2000; |
| "General Partner" | Oakley Capital GP Limited, a company incorporated with limited liability in Bermuda with registered number 40245; |
| "General Partner Share" | a priority profit share payable by the Limited Partnership to the General Partner as further described in Section 11 of Part 1 of this document; |
| "Gross Proceeds" | the aggregate value of the Placing Shares placed for cash under the Placing; |
| "Independent Directors" | Christopher Wetherhill, Tina Burns, Katherine Innes-Kerr and James Keyes and any other independent directors who may be appointed from time to time; |
| "Investment Adviser" | Oakley Capital Limited, a company incorporated in England and Wales with registered number 4091922, which is authorised and regulated by the FSA; |
| "Investment Adviser Agreement" | the agreement dated 30 July 2007 between the Manager and the Investment Adviser under which the Investment Adviser will provide advisory services to the Manager; |
| "Investment Adviser Fee" | the fee paid by the Manager to the Investment Adviser as described in Section 10 of Part 1 of this document; |
| "Investment Adviser's Team" | together Peter Dubens, David Till and other employees of Oakley Capital Partners LLP who are now employed by the Investment Adviser itself; |
| "Key Person" | means any one of Peter Dubens, David Till, Mark Joseph or any other person designated a Key Person pursuant to the Limited Partnership Agreement; |
| "Limited Partner" | a limited partner in the Limited Partnership; |
| "Limited Partnership" | Oakley Capital Private Equity L.P., an exempted limited partnership established in Bermuda with registered number 40372; |
| "Limited Partnership Administrator" | Mayflower Management Services (Bermuda) Limited; |
| "Limited Partnership Administration Agreement" | the agreement to be dated on or around Admission between the Limited Partnership and the Limited Partnership Administrator, under which the Limited Partnership Administrator is given responsibility for providing administrative and secretarial services to the Limited Partnership; |
| "Limited Partnership Custodian" | HSBC Private Bank (Suisse) SA; |
| "Limited Partnership Custodian Agreement" | the custodian agreement between the Limited Partnership Custodian and the Limited Partnership; |

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| "Limited Partnership Management Agreement" | the agreement to be dated on or around Admission between the Manager, the Limited Partnership, and the General Partner under which the Manager is given the authority to invest and reinvest the assets of the Limited Partnership; |
| "Limited Partnership Preferred Return" | such amount as is required to be distributed to the Limited Partnership investors to provide an annual rate of return of 8 per cent on the drawn down commitments on a daily basis; |
| "London Stock Exchange" | the London Stock Exchange plc; |
| "Limited Partnership Agreement" | first amended and restated limited partnership agreement relating to the Limited Partnership to be dated on or around Admission; |
| "Management Agreement" | the agreement dated 30 July 2007 between the Company and the Manager under which the Manager is given responsibility to invest and reinvest the assets of the Company; |
| "Manager" | Oakley Capital (Bermuda) Limited, a company incorporated with limited liability in Bermuda with registered number 40250; |
| "Net Asset Value" or "NAV" | the net asset value of the Company determined in accordance with Section 22 of Part 1 of this document; |
| "Net Asset Value per Share" | the Net Asset Value of the Company, as provided in Section 22 of Part 1 of this document, divided by the number of shares of the Company in issue and expressed in Sterling; |
| "Oakley Multi Manager" | Oakley Multi Manager Funds Limited, an exempted mutual fund company incorporated with limited liability in Bermuda with registered number 36611, and registered as a segregated accounts company under the Segregated Accounts Companies Act 2000 of Bermuda; |
| "Official List" | the Official List of the UK Listing Authority (and "officially listed" shall be construed accordingly); |
| "Palmer Capital" | Palmer Capital Associates (International) Limited, a company incorporated with limited liability in Bermuda; |
| "Pipex" | Pipex Communications plc, a company incorporated in England and Wales with registered number 3974683; |
| "Placing" | the placing of up to 100,000,000 Placing Shares and of up to 50,000,000 Placing Warrants (with 1 Placing Warrant being issued for every 2 Placing Shares subscribed) by Collins Stewart at the Placing Price; |
| "Placing Agreement" | the agreement dated 30 July 2007 between the Company, Collins Stewart, the Manager and the Investment Adviser under which Collins Stewart agrees to use its reasonable endeavours to procure subscribers for the Placing Shares and Placing Warrants; |
| "Placing Price" | £1.00 per Placing Share; |
| "Placing Shares" | up to 100,000,000 Ordinary Shares to be issued and allotted by the Company at the Placing Price; |
| "Placing Warrants" | up to 50,000,000 Placing Warrants to be issued by the Company pursuant to the Placing (on the basis of 1 Placing Warrant for every 2 Placing Shares subscribed), the terms of which are summarised in Part 3 of this document; |
| ""Pounds Sterling", "£", "pence", "p" or "Sterling" | the lawful currency of the United Kingdom; |
| "Prospectus Rules" | the Prospectus Rules published by the FSA from time to time; |
| "Registrar" | Computershare Investor Services (Channel Islands) Limited; |
| "Regulation S" | Regulation S of the US Securities Act; |

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| "Regulatory Information Services Provider" | a primary information provider which has been approved by the FSA to disseminate regulatory information to the market; |
| "Securities" | together the Placing Shares, the Placing Warrants or any Shares issued pursuant to the Placing Warrants; |
| "Shares" or "Ordinary Shares" | ordinary shares of 1 pence par value each in the capital of the Company; |
| "Shareholder" | a person recorded as a holder of Shares in the Company's register of shareholders maintained by the Registrar; |
| "Subscription Period" | the period beginning on the date of the Warrant Instrument and ending thirty six months from the date of Admission; |
| "Taxes Act" | the Income and Corporation Taxes Act 1988 (as amended) of the United Kingdom; |
| "UKLA" or "UK Listing Authority" | the FSA acting in its capacity as the competent authority for the purposes of FSMA; |
| "United Kingdom" or "UK" | the United Kingdom of Great Britain and Northern Ireland; |
| "United States" or "US" | the United States of America (including the states and District of Columbia) and any of its territories, possessions and other areas subject to its jurisdiction; |
| "US Dollar", "US$" or "Dollar" | the lawful currency of the United States; |
| "US GAAP" | the accounting principles generally accepted in the United States; |
| "US Investment Advisers Act" | the United States Investment Advisers Act of 1940, as amended; |
| "US Investment Company Act" | US Investment Company Act 1940 as amended; |
| "US Person" | a citizen or resident of the United States, a corporation, partnership or other entity created or organised in or under the laws of the United States or any person: (i) falling within the definition of the term "United States Person" in Regulation S promulgated under the US Securities Act; or (ii) who is not a "Non-United States person" as that term is defined in Rule 4.7 promulgated under the US Commodity Exchange Act; |
| "US Securities Act" | the United States Securities Act of 1933, as amended; |
| "Warrantholder" | a person recorded as a holder of Placing Warrants in the Company's register of warrantholders maintained by the Registrar; |
| "Warrant Instrument" | a deed poll of the Company in relation to the Placing Warrants dated on or around 16 July 2007; and |
| "365" | 365 Media Group plc, a company incorporated in England and Wales with registered number 4134501. |

# PART 1

## Information about the Company

### 1. Introduction

The Company was incorporated with limited liability in Bermuda on 28 June 2007 as a closed-ended investment company. It has been established to provide investors with exposure to the investment strategy being pursued, principally by Oakley Capital Private Equity L.P., the Limited Partnership, through an AIM traded company.

The Company intends, after payment of the formation and initial expenses of the Company and subject to retaining appropriate working capital, to commit shortly after Admission the balance of its assets directly to the Limited Partnership. Any assets that are not committed from time to time in the Limited Partnership are intended to be invested in investment opportunities consistent with the Company's investment objectives and approach and in line with the investment strategy set out in this document, which may include, as and when offered to the Company, investments in successor funds managed by the Manager and co-investment opportunities provided by the General Partner. Pending the availability of such investments, funds will be held in cash or near cash deposits.

Oakley Capital (Bermuda) Limited, a Bermuda company, has been appointed as manager to the Company and the Limited Partnership. The Manager has appointed Oakley Capital Limited as investment adviser to the Manager. The Investment Adviser will be primarily responsible for advising the Manager on the investment of the assets of the Limited Partnership and the Company.

The Limited Partnership, which is a new limited partnership established in Bermuda as an exempted limited partnership on 10 July 2007, is seeking commitments of up to £375 million from Limited Partners. The Investment Adviser's directors and employees have committed to invest £12 million of their own capital in the Limited Partnership. The First Closing of the Limited Partnership is expected to be shortly after Admission. The Manager currently expects the final closing of the Limited Partnership to be in 2008, although, under the terms of the Limited Partnership Agreement, Final Closing shall be permitted up to 18 months after the First Closing of the Limited Partnership.

The Limited Partnership's primary objective is to invest in a diversified portfolio of private mid market UK and European businesses, aiming to provide investors with significant long term capital appreciation.

The Investment Adviser's Team, who were instrumental in generating the returns produced by 365 and Pipex whilst those companies were under the Chairmanship of Peter Dubens, have managed companies with a combined enterprise value averaging over £210 million over the 5 years to December 2006. 365 was sold to BSkyB in December 2006 generating an IRR of 23 per cent. from its admission to trading on AIM on 6 August 2001 to the end of December 2006. The share price of 365 increased by 2.7 times over the same period. Based on the average share price of 13.78 pence over the 3 months to 30 June 2007, Pipex has delivered a 32 per cent. IRR to investors since Peter Dubens became a director of Pipex on 23 October 2002, and the share price of Pipex has increased by 6.1 times over the same period. Both businesses were grown by undertaking an active M&A, and capital raising programme in conjunction with operational restructuring and strategic repositioning. The Investment Adviser's Team has worked together for over 5 years and has completed 26 acquisitions and disposal transactions on behalf of 365 and Pipex. The Manager believes this track record demonstrates the Investment Adviser's Team's ability to source, execute, integrate, run, grow and then sell businesses.

The Limited Partnership will be the third investment business established by Peter Dubens:

- In July 2005, Peter Dubens co-founded Oakley Multi Manager a Bermuda domiciled fund of hedge funds, which as at 30 June 2007 had approximately US$140 million of assets under management. Oakley Multi Manager has delivered returns of approximately 9 per cent. in the second half of 2005 and 15 per cent. in 2006, net of fees; and
- In 2001, Charles Price and Peter Dubens co-founded Palmer Capital, a hedge fund advisory service, which has raised over US$5 billion for investment in a range of hedge funds.

### 2. Investment strategy of the Limited Partnership

The Limited Partnership's investment strategy is to focus primarily on private mid-market UK and European businesses, thereby leveraging the Investment Adviser Team's previous investment experience with the objective of delivering long term capital appreciation within the Limited Partnership in line with a gross IRR in

excess of 25 per cent. per annum and a blended gross multiple of three times. It is anticipated by the Manager that the life of the Limited Partnership will be approximately 10 years including a 5 year investment period from the date of the Final Closing.

The Limited Partnership's focus will be on equity investments of approximately £20 to £100 million per transaction that enable it to secure a controlling position in the target company. It will seek to invest in companies that have achieved, or have the potential to achieve, a critical scale in their industry or sector, creating a sustainable earnings stream which should command a premium. It is the objective of the Limited Partnership to build a well-diversified portfolio of investments primarily in buyouts but also which may include some limited exposure to later stage development capital investments. It is not foreseen that the Limited Partnership will invest in early-stage companies or those with unproven technologies. The Limited Partnership may also consider investing in public or listed securities, markets or situations from which the Limited Partnership may obtain a strategic or financial advantage with a view to selling such investment within 36 months. Such investments in public or listed securities, markets or situations will be limited to no more than 15 per cent. of the public or listed securities in any target company except where such acquisition forms part of a takeover offer.

As with other investments made by the Investment Adviser's Team, the Limited Partnership intends to adhere to a strict set of procedures when implementing its investment strategy. These procedures emphasise:

- Concentration on a select number of investments;
- In depth analysis of the industry sector and the company prior to acquisition;
- Focus on cash flow stability and growth prospects; and
- A hands-on, value creating approach to ownership.

The overriding philosophy behind each Limited Partnership investment will be to achieve capital appreciation through EBITDA growth, primarily driven by revenue increases, achieved both organically and by acquisition. Typically, the Investment Adviser would expect portfolio companies to double EBITDA within three to five years after investment.

The Investment Adviser believes that the European market will provide numerous attractive acquisition opportunities suited to the Limited Partnership's investment strategy. In the relatively fragmented European corporate environment, many large corporations are focusing or consolidating their activities. At the same time, the Investment Adviser believes that a number of European companies will seek to divest non-core businesses for strategic or financial reasons, thereby creating attractive opportunities for investment. Furthermore, amongst family-owned businesses, transition issues and competitive pressures are leading many such businesses to consider external capital and expertise to facilitate succession and ensure long term success. In addition, the Investment Adviser believes that certain public companies are potential candidates for taking private due to market dynamics, poor liquidity and limitations on raising capital.

## 3. Investment objective of the Company

The investment objective of the Company is primarily to provide investors with long term capital appreciation through its investment in the Limited Partnership and, over time, through co-investment opportunities. In addition, the Company intends to invest in successor funds managed by the Manager.

### *Investment of available cash resources of the Company and Limited Partnership*

The Company initially intends, after payment of the formation and initial expenses of the Company and subject to retaining appropriate working capital, to commit the balance of its assets directly to the Limited Partnership. It is currently expected that funds will be drawn down from the Limited Partners, including from the Company, in Sterling. Funds will be drawn down from the Limited Partners on an as-needed basis and returned to investors upon realisation of investments. It is the Manager's current expectation that 75 per cent. of the amounts that are committed by the Company to the Limited Partnership will be drawn down by the Limited Partnership within 24 months of Admission.

The Manager, on behalf of the Company, will invest amounts of cash resources held by the Company that are not called upon by the Limited Partnership under investment guidelines set by the Board. The Manager may invest such funds in cash deposits or near cash deposits.

In the event that the General Partner determines that the Limited Partnership will be denominated in Euros, it is expected that a proportion of the commitment by the Company to the Limited Partnership will be converted into Euros shortly after Admission.

The Company may hedge the foreign exchange exposure of any non Sterling cash deposit or investment (See "Hedging and Currency Issues" below).

The Board has been advised by the General Partner that, from time to time, the General Partner in its sole discretion, may invite Limited Partners including the Company to co-invest alongside the Limited Partnership on the same terms as the Limited Partners. In such event, the Manager of the Limited Partnership would make available to all Limited Partners copies of the due diligence and analysis prepared by the Manager or Investment Adviser and any other third parties in relation to co-investment opportunities. The Board would then determine whether or not, and to what level, the Company should co-invest.

*Investment approach*

The Investment Adviser will seek to identify companies that it believes have the ability to create, or defend a sustainable competitive advantage through a market leading position in their respective industry or sectors. The Investment Adviser will seek to target investments which it believes have a potential for value creation through active management in the following areas:

| | |
|---|---|
| Strategic redirection | • focus on core business<br>• new market expansion<br>• new product introduction |
| Industry consolidation | • economies of scale through acquisition and integration<br>• business roll-outs |
| Operational restructuring | • cost structure re-alignment<br>• working capital and cash management<br>• information technology and systems integration<br>• improve asset utilisation |
| Financial restructuring | • over-leveraged capital structures<br>• public to privates in smaller mid-market companies with a focus on AIM<br>• non core divestitures |
| Human capital management | • management incentives through equity participation<br>• removal of underperforming management teams<br>• injection of new talent |

The Investment Adviser intends to employ a disciplined and methodical investment approach. In order to evaluate a company's potential, the Investment Adviser will typically conduct a detailed analysis of the sector, the company's position within that sector, any consolidation potential, the company's financial performance relative to its peers, its key performance drivers and to which potential buyers the Investment Adviser believes the company could ultimately be sold. The investment strategy of the Investment Adviser for each industry or sector will be independently reviewed. The sectors and companies that the Investment Adviser currently expects to target are generally expected to exhibit some, or many, of the following characteristics:

| | |
|---|---|
| Industry attractiveness | • sustainable barriers to entry<br>• stable customer and supplier bases<br>• attractive forecasted growth |
| Ability to generate sustainable earnings and cash flow | • recurring revenues<br>• predictable cash-flows<br>• high return on invested capital |
| Defensible market position, main business risks within the control of the Company | • leaders in their "niches"<br>• demonstrable resilience in downturns |
| Sustainable competitive advantage | • brand strength<br>• highly developed distribution networks<br>• flexible cost structures |
| Consolidation opportunities | • identify industries early in consolidation lifecycle<br>• economies of scale through buy and build |

The Investment Adviser has already identified a number of potential UK and European acquisition targets with consolidation potential, which it is currently evaluating. However, there can be no guarantee that any investment will be made by the Limited Partnership into these companies.

The Limited Partnership and/or the Company (the Company only as part of a co-investment opportunity) may invest in listed securities in companies whose shares are quoted on the Official List, AIM or other European stock exchanges.

When making acquisitions or investing in a portfolio company, the Limited Partnership and/or the Company may also invest in equity and debt instruments, including convertible preference shares, loan notes, warrants, debentures and convertible loan stock. The debt securities in which the Limited Partnership and/or the Company may invest may be below investment grade.

When making acquisitions or investing in a portfolio company, the Limited Partnership and/or the Company may also invest in derivative instruments, such as contracts for difference, and make loans or acquire debt instruments issued with a coupon and/or at a discount to the redemption price. The Limited Partnership and/or the Company may utilise leverage when deemed appropriate by the Manager.

Although the Limited Partnership and/or the Company generally expect to invest directly in securities, subject to any applicable regulatory requirements, the Limited Partnership and/or the Company may invest indirectly through one or more subsidiaries or other vehicles where the Manager and/or the Directors consider that this would be commercially preferable, tax efficient or provide the only practicable means of access to the relevant security.

## 4. The investment process

### *Deal flow*

The Investment Adviser believes that the sourcing strategy should generate a significant number of proprietary opportunities. The Investment Adviser's Team has completed 25 acquisitions for 365 and Pipex, of which over 80 per cent. were generated in a proprietary manner outside a formal auction process.

The Investment Adviser will seek to utilise and leverage its extensive and close contacts with institutional investors and hedge funds primarily developed through Pipex, 365, Oakley Multi Manager and through Palmer Capital's hedge fund capital raising business. The Investment Adviser also expects that investors in the Limited Partnership and the Advisory Committee will contribute to deal flow.

In addition, the Investment Adviser intends to access deal flow through dialogue with a broad group of professional advisers including investment banks, legal and accounting firms, with whom the Investment Adviser's Team has worked extensively over the past five years.

### *Decision making process*

Having identified investment opportunities that meet the Limited Partnership's initial investment strategy, the Investment Adviser will recommend investments based on defined investment criteria and will aim to ensure an efficient allocation of resources and a robust decision making process. A standardised reporting process, categorising potential opportunities as active, identified or themes and ideas, has been adopted by the Investment Adviser to ensure an optimal allocation of resources and that all investment decisions are fully considered by the Manager.

It is the Investment Adviser's policy to keep all the financial modelling of an investment and initial due diligence in house, thereby aiming to provide the Limited Partnership with consistent, high quality proprietary research and information.

The Investment Adviser will investigate and analyse the target company, summarising its findings in an initial investment proposal. This initial investment proposal will identify the basis on which the investment is deemed suitable for the Limited Partnership, whilst outlining potential issues and areas to be addressed in a second phase of due diligence. The decision to commit substantial resources to a secondary due diligence phase, including the use of third party advisers, will be made by the Manager.

The Advisory Committee will also provide support to the Investment Adviser on general policies and guidelines, prospective investment sectors, strategy and performance. For the avoidance of doubt, the members of the Advisory Committee will not be responsible for taking investment decisions on behalf of the Limited Partnership or making specific investment recommendations to the Limited Partnership.

The Investment Adviser, under the supervision of the Manager, will be directly responsible for leading and executing the transaction including due diligence, negotiating, structuring and closing. Before making a second round or binding offer, a detailed investment memorandum, building upon the initial investment proposal, will be prepared. This detailed memorandum is intended to provide, inter alia, an exhaustive overview of the transaction, set out the investment case and will address all due diligence issues and will include, but not be limited to:

- Investment price;
- Proposed transaction structure and time-scale;
- Proposed funding;
- Material risks; and
- Potential interlopers.

The final investment decision will be taken by the Manager having considered the Investment Adviser's reports. The Manager will supervise the entire investment process and will have the ultimate responsibility for all decisions relating to the Limited Partnership and the process, and the final agreement of any purchase.

*Transaction structuring*

The Investment Adviser's team has collectively executed and advised on over 100 transactions globally in various industries.

The Investment Adviser will seek to use its structuring experience and existing relationships with banks to provide an appropriate level of debt funding for each investment.

A key objective in structuring transactions for the Investment Adviser will be to ensure that through significant financial incentives the interests of the management teams are aligned with those of the Limited Partnership, either through the grant of options or other performance related incentive arrangements.

*Implement post-investment business plan*

The Investment Adviser considers an important foundation to successful investing is becoming an informed and close participant in the management process of the investee company. As part of its hands-on approach, the Investment Adviser will seek to instil an initiative-based management structure and actively track the implementation of the business plan. The Investment Adviser has developed a strict set of post investment operating procedures which have been designed to ensure that the investment strategy and thesis identified at the onset of the transaction are successfully implemented. These include:

- a thorough review of the strategic positioning of the business;
- review and analysis of the second tier management team;
- comprehensive review of the operating structure and costs; and
- strict hands on working capital and cash management procedures.

The Investment Adviser believes immediate execution of the business plan is critical to ensuring that strategic objectives are rapidly implemented. In conjunction with management, the Investment Adviser will agree a business plan detailing the specific actions to be achieved post-investment, assigning responsibilities and establishing deadlines for completion. This plan also establishes a detailed set of priority initiatives for management and the Investment Adviser from the offset, thereby ensuring continued focus and accountability.

Post-investment, management information reports will be designed to focus portfolio company management on key metrics and to serve as an important tool in identifying trends that may negatively impact the future performance of the company. These indicators often flag potential issues and enable the Investment Adviser to intervene promptly and to determine quickly a course of action.

Each portfolio company will be formally reviewed by the Investment Adviser at least four times a year, and more often if required, for example if an acquisition opportunity has arisen. The key purpose of this review will be to re-evaluate the original investment hypothesis (i.e. whether the assumptions on which the investment was based are still true and whether it is still appropriate to continue to hold the portfolio company).

As part of each review, the Investment Adviser will prepare a "hold/sell analysis", in which it will estimate the current market value of the enterprise and analyse the likely future operating performance of the company. Based on these assumptions if the prospective rate of return implied by the current and future evaluations is not sufficient to compensate for the risks assumed, alternative strategies will be considered by the Manager, including the sale of the company.

The Investment Adviser believes that a key factor to achieving success is in active ownership and through closely monitoring and supporting highly motivated and incentivised management teams. A mutually agreed strategy and set of operating objectives are agreed with management at the outset. The ability to engage and

lead management teams to achieve the maximum potential from their businesses has in, the opinion of the Investment Adviser's Team, been one of the key areas of differentiation of the Investment Adviser's Team from other financial investors. The Investment Adviser believes that a fundamental building block of any business success story is the ability of the stakeholders to manage that business's human capital in the most productive way. The Investment Adviser's Team has undertaken a successful active role in company operations in periods of strategic redefinition or restructuring.

### 5. Exit

The Investment Adviser believes that a methodical approach to identifying, analysing, acquiring, building and developing companies through the execution of a systematic investment process is critical to generating superior returns for investors. A key part of the Investment Adviser's investment appraisal process is the identification of the exit route and potential strategic buyers of the business at the onset of the transaction.

The Investment Adviser's Team has significant experience building companies which are highly attractive to strategic buyers, and capable of commanding premium valuations.

The Investment Adviser will consider exit strategies as a key part of the investment decision making process. It is expected that investments of the Limited Partnership will be held for between 3 to 5 years. Portfolio companies will be required to adopt public company financial reporting standards as soon as practicable. The Investment Adviser will consider all exit alternatives, including, but not limited to, IPOs, trade sales, recapitalisations and secondary buyouts.

### 6. Re- investments

On any realisation of investments, the Company may re-invest funds in any of the following ways:

- co-investment opportunities provided by the General Partner or the general partner(s) of any successor limited partnerships;
- in cash, cash deposits and near cash deposits; or
- new limited partnerships managed by the Manager and/or advised by the Investment Adviser with successor strategies.

### 7. Borrowing powers of the Company and the Limited Partnership

The Company has the power to borrow money in any manner. However, the directors do not intend to borrow more than 25 per cent. of Net Asset Value (as determined at the time of draw down). The Company may utilise leverage when deemed appropriate by the Board. The Company may be required to use its investments as security for any borrowings which it puts in place.

Under the Limited Partnership Agreement, the Limited Partnership will not borrow money on a long term basis (being more than 12 months) for any purpose other than the hedging of investments. Such borrowings shall not exceed 25 per cent. of the total Commitments. However, the Limited Partnership proposes to make its investments through special purpose vehicles which the Manager expects, may themselves be highly leveraged.

### 8. Overview of the Limited Partnership

The purpose of the Limited Partnership is to carry on the business of an investor and in particular but without limitation to identify, research, negotiate, acquire, make and monitor the progress of and sell, realise, exchange or distribute investments which shall include but shall not be limited to the purchase, subscription, acquisition, sale and disposal of shares, debentures, convertible loan stock and other securities, and the making of loans whether secured or unsecured to such companies in connection with equity or equity related investments. The Limited Partnership acts through the General Partner and Manager, who are authorised on behalf of the Limited Partnership through the Limited Partnership Agreement to execute, deliver and perform all contracts and other obligations and engage in all activities and transactions as may in the opinion of the Manager be necessary or advisable in order to carry out the foregoing purposes and objectives, subject to and in accordance with the provisions of this Limited Partnership Agreement and the Limited Partnership investment policy.

The General Partner through the Manager must ensure that the Limited Partnership is always operated and its investment portfolio is always managed to the extent necessary in accordance with Bermuda rules and regulations. The General Partner and the Manager are authorised to appoint the Investment Adviser as the Limited Partnership's investment adviser for the purposes of providing investment advice and associated services.

The Manager has the full power and authority, on behalf of the Limited Partnership, to do (or to direct the Limited Partnership, acting through the General Partner to do) all such things as are, in the reasonable opinion of the Manager, necessary or desirable in connection with the operation of the Limited Partnership, the management of the Limited Partnership's investment portfolio or otherwise in the furtherance of the Limited Partnership's business, including (without limitation):

- to receive applications for Commitments to the Limited Partnership from prospective investors, to require prospective investors to provide such information as the Manager thinks necessary or appropriate in order to comply with any applicable anti-money laundering regulations and to admit such persons as Limited Partners by accepting on behalf of the Limited Partnership a deed of adherence executed and delivered by such persons;
- to establish or acquire, and exercise rights in relation to, investment holding companies;
- to identify, evaluate and negotiate investment opportunities, to (or to agree to) acquire investments falling within the investment policy and to (or to agree to) sell, exchange or otherwise dispose of such investments;
- to enter into underwriting commitments, to acquire investments in a syndicate with other investors or to enter into bridging investments;
- to borrow money, and to make, issue, accept, endorse and execute promissory notes, drafts, bills of exchange, guarantees and other instruments and evidences of indebtedness and to mortgage, charge, pledge, assign or grant a security interest in all or any part of the assets of the Limited Partnership in connection with such borrowing;
- to give such guarantees, warranties and indemnities in connection with the acquisition, holding or disposal of investments as the Manager considers necessary or desirable;
- to monitor the performance of and, where appropriate, to appoint directors to the boards of portfolio companies, to exercise all rights conferred upon the Limited Partnership under the terms of any investment agreement or otherwise in respect of a portfolio company, to liaise with, consult, assist or procure assistance to be given to portfolio companies and generally to take any action the Manager considers appropriate for the protection of the assets of the Limited Partnership;
- to enter into forward exchange contracts and to invest in currency or currency futures or currency options or contracts for differences or other instruments with a view to hedging currency or interest rate risk, provided that no omission to hedge or otherwise enter into arrangements to cover the risk of losses as a result of exchange or interest rate movements shall constitute a breach of any duty owed to any person by the Manager or the General Partner;
- pending the application of amounts drawn down pursuant to the Limited Partnership Agreement or received by the Limited Partnership (as the case may be), to place such amounts in deposit accounts or invest them in short-term instruments;
- to open and maintain bank accounts for and in the name of the Limited Partnership, to give payment and other instructions to banks in respect of such accounts and to receive and pay into such accounts capital contributions and capital commitments advanced by investors, investment income, sums arising on the disposal of investments and any other amounts received by the Limited Partnership;
- to discharge any obligations of the Limited Partnership, including paying the fees and expenses and to provide against present or future contemplated obligations and contingencies;
- to pay or direct the Limited Partnership to pay all amounts of taxation for which the General Partner, the Manager, any associate of the Limited Partnership is liable on behalf of any Limited Partner, provided that the Manager shall first give notice to such Limited Partner of such liability to taxation and shall use its reasonable endeavours at the expense of such Limited Partner to ensure that the amount assessed is in fact due, and to pay any amount of taxation in respect of which any Limited Partner, the General Partner or the Limited Partnership has been assessed in the name of the General Partner, the Manager, such associate or the Limited Partnership;
- to make distributions to the Limited Partners in accordance with the terms of the Limited Partnership Agreement;
- to act as custodian of the assets of the Limited Partnership or appoint a custodian, which may be an associate of the Manager, and to give settlement and other instructions to such custodian;

- to engage such employees, independent agents, paying and collecting agents and professional or financial advisers or consultants as the Manager considers necessary or desirable in relation to the affairs of the Limited Partnership, who may be associates of the Manager provided that such engagements are on arm's length terms;
- to commence, conduct, defend or settle litigation relating to the Limited Partnership or to any of the assets of the Limited Partnership.

The Investment Adviser has been appointed by the Manager to provide investment advice, to arrange and negotiate investment transactions on behalf of the Limited Partnership and the Manager and generally to represent the Manager in relation to such matters as may be specified in the Limited Partnership Agreement appointing the Investment Adviser, provided always that the Investment Adviser shall not have power to make decisions as to the acquisition or the disposal of Investments or otherwise to bind the Limited Partnership or the Manager in any way.

Commitments will be drawn down by the Limited Partnership on a pro rata basis on an as-needed basis to complete investments and to pay Limited Partnership liabilities and expenses and any loans to the General Partner on account of the General Partner Share, with a minimum of 10 Business Days' prior written notice.

Investors admitted to the Limited Partnership subsequent to the First Closing will participate in all of the Limited Partnership's portfolio investments. Such investors will contribute to the Limited Partnership an amount equivalent to their proportionate share of the General Partner Share, set up costs, investments and other costs incurred by the Limited Partnership, less any realisations, plus interest computed from the dates on which the respective accounts were drawn down from the previous investors.

Limited Partners that fail to honour draw down notices within 30 calendar days of receiving notice of a request might forfeit the entire interest of a defaulting partner in the Limited Partnership.

Investments in any single portfolio company will be limited to 30 per cent. of Commitments at Final Closing. In addition, the Limited Partnership may invest up to 5 per cent. of Commitments in a single portfolio company in anticipation of repayment or redemption or future syndication of such additional amount to investors other than the Limited Partnership.

The Limited Partnership will terminate ten years from the date of the Final Closing, provided that the Limited Partnership may be extended for up to three additional one year periods, at the discretion of the General Partner, to provide for the orderly realisation of investments.

The Company may only transfer its interest in the Limited Partnership with the prior written consent of the General Partner. Such consent may be withheld at the absolute discretion of the General Partner unless it is a transfer to an associate or to avoid a violation of any law or regulation. No transfer shall be permitted if it causes the Limited Partnership to violate a law or suffer some other adverse impact. The Manager and the General Partner may release the future obligations of the transferring Limited Partner to the Limited Partnership once the substitute Limited Partner has assumed the obligations of the transferring Limited Partner.

The Manager will have the discretion to make distributions in specie in respect of any investment which has achieved or is about to achieve a flotation on a recognised stock exchange or which is or is about to be quoted or dealt in on a market which, in the opinion of the Manager, is an appropriate market. Such distribution will be made in the same proportion as would apply to a distribution of the cash amount equal to the value of the investment. Distributions to Limited Partnership investors can be redrawn by the General Partner, where the Manager is entitled to re-invest.

The minimum Limited Partnership investor commitment to the Limited Partnership, subject to the General Partner's discretion, will be £2 million.

## 9. Life of the Company

At the annual general meeting of the Company to be held following the ninth anniversary of the Company's incorporation it is intended that a special resolution shall be proposed that the Company ceases to continue as constituted. If the resolution is not passed, a similar resolution will be proposed at every fifth annual general meeting thereafter. If the resolution is passed, the Directors will be required to formulate proposals to be put to the Shareholders to reorganise, unitise, reconstruct or wind up the Company.

## 10. Company fees and expenses

### *Company formation and initial expenses*

The formation and initial expenses of the Company incurred in connection with the incorporation of the Company and the Placing will be written off by the Company in the first year of incorporation. These expenses will include fees payable under the Placing Agreement, registration, listing and admission fees, printing,

advertising and distribution costs and legal fees and any other applicable expenses. Assuming the Placing is fully subscribed, the formation and initial expenses, including the placing commission payable to Collins Stewart, payable by the Company, should not exceed 4.5 per cent. of the Gross Proceeds.

*Ongoing and annual expenses of the Company*

The Company will also incur ongoing management, secretarial, administrative, custody and operating expenses including:

(i) *Manager*

The Manager will not receive a management fee from the Company in respect of funds either committed or invested by the Company in the Limited Partnership or any successor fund managed by the Manager. Furthermore, the Manager will not receive a performance fee from the Company except as provided below. The Manager will be entitled to fees and expenses from the Limited Partnership as described below in the section headed "Limited Partnership fees and expenses".

The Manager will receive a management fee at a rate of 1 per cent. per annum in respect of those funds that are not committed to the Limited Partnership or any successor fund (but including in respect of the proceeds of any realisations), which are invested in cash, cash deposits or near cash deposits and a management fee at the rate of 2 per cent. per annum in respect of those funds which are invested directly in co-investments. The Manager may also receive a performance fee of 20 per cent. of the excess of the amount earned by the Company over and above an 8 per cent hurdle rate per annum on any monies invested as a co-investment with the Limited Partnership or any successor limited partnership. Any co-investment will be treated as a segregated pool of investments by the Company. If the calculation period is greater than 1 year, the hurdle rate shall be compounded on each anniversary of the start of the calculation period for each segregate co-investment. If the Manager does not exceed the hurdle rate on any given co-investment that co-investment shall be included in the next calculation on a co-investment so that the hurdle rate is measured across both co-investments. No previous payments of performance fee will be affected if any co-investment does not reach the hurdle rate of return.

(ii) *Investment Adviser*

The Company will not be liable for fees paid or to be paid to the Investment Adviser.

The Investment Adviser, which is regulated by the FSA in the UK, will not receive a management or performance fee from the Company in respect of funds invested by the Company in the Limited Partnership. The Investment Adviser will be entitled to fees and expenses from the Manager (in relation to its role as adviser to the Manager, on behalf of the Limited Partnership as described below in the section headed "Manager fees and expenses").

In respect of funds of the Company that are not invested in the Limited Partnership, the Investment Adviser will be entitled to fees from the Manager on a basis to be agreed between the Manager and the Investment Adviser.

(iii) *Collins Stewart*

Under the terms of a Nominated Adviser Agreement and a Broker Agreement (details of which are set out in Part 6 of this Document), Collins Stewart has agreed to act as nominated adviser and broker to the Company for the purposes of the AIM Rules for an aggregate annual fee of £40,000. The appointments may be terminated at any time by either party on 3 months written notice being received which shall not be effective until after the first anniversary of the agreements and the agreements contain certain indemnities given by the Company in favour of Collins Stewart.

(iv) *Directors*

Each Director will be paid a fee of US$25,000 per annum.

(v) *Administrator*

The Administrator will perform the necessary secretarial and administrative services for the Company under the Administration Agreement. The Administrator will be paid by the Company an annual fee of 0.06 per cent. of the net asset value of the Company's co-investments (excluding the value of the Company's limited partnership interest in the Limited Partnership), subject to a minimum monthly fee of US$4,000. The Administrator is also entitled to reimbursement of certain expenses incurred by it in connection with its duties.

(vi) *Custodian to the Company*

The Company Custodian will perform the necessary custodial services for the Company under the Company Custodian Agreement. The Company Custodian will be paid by the Company an annual fee of between 0.09 per cent. to 0.125 per cent. of the net asset value of the Company, excluding the value of any cash and interests in the Limited Partnership held by the Company. The Company Custodian is entitled to a transaction fee of between 0.15 per cent. to 0.375 per cent. per transaction (with a minimum fee of Swiss Franc 120 and capped at Swiss Franc 2,500) for equities, bonds and funds. Different transaction fees will be charged to the Company if the Company purchases spreads, futures contracts or derivatives. The Company Custodian is also entitled to reimbursement of certain expenses incurred by it in connection with its duties.

(vii) *Other operational expenses*

The Company will in addition pay the other running costs and expenses, legal fees etc. professional fees on transactions of the Company including but not limited to: (a) charges and expenses of legal and other professional advisers and independent auditors; (b) brokers' commissions (if any) and any issue or transfer taxes chargeable in connection with its investment transactions; (c) all taxes and corporate fees payable to governments or agencies; (d) communication expenses with respect to investor services and all expenses of meetings of Shareholders and of preparing, printing and distributing financial and other reports, proxy forms, admission documents and similar documents; (e) the cost of insurance for the benefit of the Directors (if any); (f) litigation and indemnification expenses and extraordinary expenses not incurred in the ordinary course of business; and (g) other organisational and operating expenses. These expenses will be deducted solely from the assets of the Company. All out of pocket expenses of the Manager and the Investment Adviser relating to the Company, including any third party professional fees will also be borne by the Company.

## 11. Limited Partnership fees and expenses

Fees and investment expenses will be incurred by the Limited Partnership including:

(i) *General Partner Share*

The General Partner receives in respect of each accounting period (quarterly in advance, beginning on the date of First Closing) two per cent. per annum of the total Commitments to the Limited Partnership from the date of the First Closing until the end of the investment period, being five years from the Final Closing and thereafter, two per cent. per annum of the total Commitments drawn down by the Limited Partnership, less the acquisition cost of investments made by the Limited Partnership which have been realised and the proceeds of which have been distributed to the Limited Partnership investors less transaction fees, investment related fees, abort fees and other fees that have not been recouped by the Limited Partnership.

Any transaction fees, investment related fees, abort fees, arrangement fees, syndication fees, break-up fees, underwriting fees, directors' fees and other investment-related fees earned by the General Partner, the Manager, the Investment Adviser or their associates and attributable to investments made by the Limited Partnership, net of any related expenses, will be first applied to offset any broken deal expenses, which will otherwise be borne by the Limited Partnership. An amount equal to 80 per cent. of any such fees over costs and disbursements incurred by the Limited Partnership and any associates in respect of investment proposals which do not proceed to completion, will be applied to reduce the General Partner Share otherwise payable. General Partner Share reductions will be carried forward if necessary.

Establishment costs including placement agent retainer, but not placement fees, of up to 1 per cent. of total Commitments (net of any applicable VAT) will be borne by the Limited Partnership. The General Partner will bear any establishment costs in excess of this amount.

The Limited Partnership will bear its own operating expenses, including legal and audit fees, administration, custodian and third party costs arising from uncompleted transactions.

*Distribution basis*

All income and realisation proceeds will, after satisfying any expenses and liabilities of the Limited Partnership and subject to payment of the General Partner Share and the Manager's discretion to re-invest or retain for contingencies, be distributed as follows:

(a) To the Limited Partners (pro rata to their respective Commitments) until the aggregate of all proceeds of all investments equals the aggregate of:

- the acquisition cost of all realised investments, including, in the case of an investment which has been disposed of only in part, the acquisition cost of that part of such investment that has been disposed of;

- the cumulative amount of any write-offs by the General Partner of any investments held by the Limited Partnership at the time of the distribution in question;
- the cumulative amount of any Limited Partnership losses.
- An amount equal to the total organisational expenses of the Limited Partnership, direct or indirect, incurred in the establishment of the Limited Partnership, other expenses and the cumulative amount of the General Partner's priority profit share, to the extent attributable to the investments referred to above;

(b) the Limited Partners (pro rata to their respective commitments) in payment of an amount equal to the 8 per cent. Preferred Return;

(c) the Founder Partner on behalf of the beneficiaries of the carried interest, until it has received an amount equal to 25 per cent. of the Preferred Return (in order to give the Founder Partner an amount equal to 20 per cent. of the cumulative distributions; and

(d) finally, as to 80 per cent. to the Limited Partnership investors (pro rata to their respective Commitments) and 20 per cent. to the Founder Partner.

(ii) *Manager and Investment Adviser*

The Manager will be responsible for the day-to-day management of the assets of the Limited Partnership, pursuant to the Limited Partnership Management Agreement. The Manager will receive monthly management fees from the General Partner as shall be agreed between them from time to time. In addition, the Limited Partnership shall reimburse the Manager and the Investment Adviser for all out of pocket costs, including third party professional fees and expenses suffered or incurred by the Manager and the Investment Adviser in the performance of their duties.

The Manager will pay the Investment Adviser such fees and out of pocket expenses as shall from time to time be agreed between them. There is no recourse to the Limited Partnership for the fees paid to the Manager and the Investment Adviser, except that any VAT on those fees will be charged to the Limited Partnership, though no such VAT is expected to arise by the Manager.

(iii) *Limited Partnership Administrator*

The Limited Partnership Administrator will perform the necessary secretarial and administrative services for the Limited Partnership under the Limited Partnership Administration Agreement. The Limited Partnership Administrator will be paid by the Limited Partnership a fee of 0.08 per cent. of the net asset value of the Limited Partnership, subject to a minimum quarterly fee of US$15,000. The Limited Partnership Administrator is also entitled to reimbursement of certain expenses incurred by it in connection with its duties.

(iv) *Custodian to the Limited Partnership*

The Limited Partnership Custodian will perform the necessary custodial services for the Limited Partnership under the Limited Partnership Custodian Agreement. The Limited Partnership Custodian will be paid by the Limited Partnership an annual fee of between 0.09 per cent. to 0.125 per cent. of the net asset value of the Limited Partnership's investments held by it. The Limited Partnership Custodian is entitled to a transaction fee of between 0.15 per cent. to 0.375 per cent. per transaction (with a minimum fee of Swiss Franc 120 and capped at Swiss Franc 2,500) for equities, bonds and funds. Different transaction fees will be charged to the Limited Partnership if the Partnership purchases spreads, futures contracts or derivatives. The Limited Partnership Custodian is also entitled to reimbursement of certain expenses incurred by it in connection with its duties.

(vi) *Other operational expenses*

The Limited Partnership will in addition pay the other running costs and expenses, legal and professional fees (including transaction fees), consultants' fees, valuation agent's fees, any taxes, communication expenses with respect to Limited Partners, any insurance, any indemnification expenses and extraordinary expenses and any other operational expenses. These expenses will be deducted solely from the assets of the Limited Partnership.

## 12. Share repurchases by the Company

The Company may conduct share repurchases in the market with a view to addressing any imbalance between the supply of and demand for its shares, to increase the Net Asset Value per Share and/or to assist in maintaining a narrow discount to Net Asset Value per Share in relation to the price at which Shares may be

trading. The Directors will not repurchase shares at above the then estimated Net Asset Value per Share. The Bermuda Companies Act allows a company's board to authorise the repurchase of its own shares subject to the Company having a reasonable belief on the day of the repurchase and after, that it would be able to meet its liabilities as they fall due.

In order to effect share repurchases, the Company may need to redeem part of its investments outside the Limited Partnership.

Prospective Shareholders should note that the exercise of the Company's powers to repurchase shares is entirely discretionary and they should place no expectation or reliance on the Directors exercising that discretion on any one or more occasions.

## 13. Dividend policy

It is not envisaged that any income or gains derived from the Company's investments will be distributed by way of dividend. This does not preclude the Directors from declaring a dividend at any time in the future to Shareholders, if they consider it appropriate to do so. To the extent that a dividend is declared, it will be paid in compliance with any applicable laws.

## 14. Reports and financial statements

Annual financial statements will be made up to 31 December in each year and interim financial statements will be made up to 30 June in each year. The first financial period end will be on 31 December 2007. An annual report and the audited financial statements of the Company will be sent to Shareholders as soon as practicable, and in any event, within six months of the financial year end and the interim financial statements of the Company will be published as soon as practicable, and in any event, within three months of the half-year end.

The Company's financial statements will be prepared in accordance with US GAAP, with the interim financial statements presented and prepared in a form consistent with that which will be adopted in the annual financial statements.

## 15. Hedging and currency Issues

The Limited Partnership is currently expected to be denominated in Sterling, however the General Partner has reserved the right to denominate the Limited Partnership in Euros. It is expected that the Limited Partnership will invest primarily in Sterling and Euros and where appropriate and consistent with the Limited Partnership's general objectives the Limited Partnership may engage in hedging transactions back to its functional currency to reduce foreign exchange risk associated with investments.

The base currency of the Company for accounting purposes will be in Sterling. Following Admission, the Share price will be quoted on AIM in Sterling. In the event that the General Partner determines that the Limited Partnership will be determined in Euros, it is expected that a proportion of the commitment to the Limited Partnership will be converted into Euros shortly after Admission.

The Company may, but does not currently intend to, hedge the exchange rate risk of any non Sterling cash deposit or investment by the Company between Euros or other local currencies and Sterling. Any decision to hedge must be approved by the Board.

## 16. Directors

### *Directors' functions*

The Directors are responsible for the overall management and control of the Company. The Directors will review the operations of the Company at regular meetings and it is the current intention of the Directors to meet at least quarterly. For this purpose, the Directors will receive periodic reports from the Investment Adviser detailing the Company's performance. The Administrator and Manager will provide such other information as may from time to time be reasonably required by the Directors for the purpose of such meetings.

The Limited Partnership will be managed by the Manager. The Directors will not be able to make investment decisions on behalf of the Limited Partnership, nor will they have any role or involvement in selecting or implementing transactions by the Limited Partnership.

*Directors*

The Directors of the Company all of whom are non executive are:

*James Keyes (aged 44)*

James Keyes is a partner and team leader of the Funds and Investment Services Team within the Corporate/Commercial Department of Appleby in Bermuda, which he joined in 1993. Mr Keyes practices in the area of corporate and commercial law, particularly mutual funds, corporate finance and securities. Prior to that, Mr Keyes worked with Freshfields, the law firm, in London from 1989 to 1992. Mr Keyes attended Oxford University in England and graduated (M.A. with Honours) as a Rhodes Scholar. Mr Keyes was admitted as a solicitor in England & Wales in 1991, to the Bermuda Bar in 1993 and is a member of the Bermuda International Business Association's committee on collective investment schemes. Mr Keyes is also a frequent speaker at hedge fund conferences and regularly contributes to industry journals. Mr Keyes is a resident of Bermuda.

*Tina Burns (aged 36)*

Tina Burns is a Certified Public Accountant providing consulting services to Schroders Private Equity Services ("Schroders") in Bermuda. Prior to consulting with Schroders, she was a Director with KPMG in Bermuda from 2002 through 2006, specialising in US Taxation. Ms. Burns joined KPMG in Bermuda in 1995. Prior to joining KPMG in Bermuda Ms. Burns was a tax senior with KPMG in Atlanta, Georgia. Ms. Burns graduated from the University of North Carolina with a Masters of Accounting in 1992 and is a member of the American Institute of Certified Public Accountants and the Georgia Society of Certified Public Accountants. Ms Burns is a resident of Bermuda.

*Peter Dubens (aged 40)*

Peter Dubens has considerable experience in the acquisition, turn around, management, development, and disposal of public as well as private companies. Mr Dubens was instrumental in establishing 365 as one of the UK's leading online sports content providers and its disposal to BSkyB in December 2006. Mr Dubens is currently Executive Chairman of Pipex, the AIM listed provider of integrated telecommunications and internet services. Mr Dubens is a director of the Manager, the Investment Adviser, Palmer Capital Associates Limited, a hedge fund capital raising business which he co-founded in 2001, and Oakley Multi Manager, a Bermuda-based fund of hedge funds with more than €100 million in net assets under management which he also co-founded. Mr Dubens is a UK resident.

*Katherine Innes-Ker (aged 47)*

Katherine Innes-Ker is currently a non-executive director of Taylor Wimpey plc, Gyrus Group plc, Wickam Capital and the Ordnance Survey and non-executive Chairman of Shed Productions plc. She was formerly a director of The Television Corporation plc, a non-executive director of Williams Lea plc, Taylor Woodrow plc, Fibernet plc, Bryant Group plc and ITVdigital plc. Katherine Innes-Ker also held senior investment banking roles with SBC Warburg, Dresdner Kleinwort Benson and Henry Ansbacher. Katherine Innes-Ker holds a D.Phil, Molecular Biophysics, and an honours degree in Chemistry from Oxford University. Katherine Innes-Ker is a UK resident.

*Ian Pilgrim (aged 42)*

Ian Pilgrim is Chief Executive Officer of the Administrator, Mayflower Management Services (Bermuda) Limited, a corporation which provides consultancy and other services to hedge funds. Prior to founding the Administrator in January 2006, he was the Managing Director of Citco Fund Services (Bermuda) Limited and also served as General Counsel to Citco Fund Services from January 2001 until December 2005. Before joining Citco, Mr Pilgrim practiced from January 1997 until December 2000 as a Barrister & Attorney with M.L.H. Quin & Co. in Bermuda. From 1994 to 1996, Mr Pilgrim practiced as a solicitor with Allen & Overy in Hong Kong where he was involved primarily in banking and project finance, and prior to that from 1991 to 1994 with Deacons in Hong Kong. Mr Pilgrim serves on a number of boards of companies managed by the Manager. Mr Pilgrim was admitted to practice as a solicitor in England & Wales in 1989 and in Hong Kong in 1992. He was admitted to the Bar in Bermuda in 1998. He is a member of the Law Societies of England and Wales and Hong Kong and of the Bar of Bermuda. Mr Pilgrim is a director of Palmer Capital, Oakley Multi Manager and Oakley Capital Management (Bermuda) Limited, the manager of the Oakley Multi Manager. Mr Pilgrim is a resident of Bermuda.

*Christopher Wetherhill (aged 58)*

Christopher Wetherhill founded and was Chief Executive Officer of Hemisphere Management Limited (now known as BISYS Hedge Fund Services Limited), a financial services company in Bermuda, from 1981 until 2000. Since 2000, he has served as a board member of, and a consultant to, a number of investment companies in Bermuda. Mr Wetherhill is a Fellow of the Institute of Chartered Accountants in England and Wales, a member of the Canadian and Bermudian Institutes of Chartered Accountants, a Fellow of the Institute of Directors and a Freeman of the City of London. Mr Wetherhill is a resident of Bermuda.

## 17. Manager

Oakley Capital (Bermuda) Limited was incorporated in Bermuda on 18 June 2007 under the Bermuda Companies Act. The Manager will be responsible for the day-to-day management of the assets of the Company pursuant to the Management Agreement. Under the Management Agreement, the Manager has full discretion, subject to the review by the Directors, to invest the assets of the Company in a manner consistent with the investment objective, approach and restrictions described in this document. The Management Agreement will continue in force for a minimum period of nine years and thereafter until terminated by any party on 90 days' notice in writing to the other parties. It may be terminated forthwith by any party on immediate written notice if any other party commits any material breach of its obligations and fails to remedy the breach within 30 days of receipt of written notice requiring the same, or if the other party is dissolved or otherwise becomes unable to pay its debts, becomes insolvent or enters into insolvency proceedings.

Peter Dubens and Ian Pilgrim are directors of both the Manager and the Company, and cannot vote on any Board decision relating to the Management Agreement whilst they have an interest.

## 18. Investment Adviser

Oakley Capital Limited was incorporated in England and Wales on 12 October 2000 under the Companies Act 1985. The Company and the Manager have appointed the Investment Adviser as investment adviser to the Company and the Manager has appointed the Investment Adviser as investment adviser to the Limited Partnership.

The Investment Adviser is authorised and regulated by the FSA. The Investment Adviser is not registered as an "investment adviser" under the US Investment Advisers Act, but may in the future seek to so register.

Peter Dubens, David Till (who are both directors of the Investment Adviser), Mark Joseph and Alex Collins will together be primarily responsible for performing the investment adviser obligations of the Investment Adviser.

*Peter Dubens*

A biography of Peter Dubens is set out under the heading "Directors" above.

*David Till*

David Till founded Oakley Capital Partners LLP, an investment and corporate finance advisory practice in July 2002. Since 2002 Oakley Capital Partners LLP has completed over 35 transactions with a deal value of approximately £0.6 billion. Mr Till is also a director of the Investment Adviser. Mr Till qualified as a Chartered Accountant with PricewaterhouseCoopers (formerly Coopers & Lybrand) in 1991, where he worked in their financial services practice. Following qualification, Mr Till entered industry holding Finance Director positions and from 1998 he held senior corporate finance positions with Anderson Consulting and Ernst & Young.

*Mark Joseph*

Mark Joseph joined the Investment Adviser in 2007. He was previously a Managing Director of UBS Investment Bank, based in London. In his 13 years at UBS he specialised in general mergers and acquisitions, more recently focusing on the European Communications sector where he originated and executed several investment banking mandates in the telecoms, satellite and cable TV industries in Europe and the Middle East. Since 2000, Mr Joseph has advised on a wide range of M&A and debt and equity financing mandates, for major international clients. Prior to working at UBS, Mr Joseph qualified as a Chartered Accountant with PricewaterhouseCoopers (formerly Coopers & Lybrand), working in the tax and audit practices.

*Alex Collins*

Alex Collins completed 13 transactions with a total enterprise value of approximately £0.7 billion in the 10 years for which he has been active in the private equity industry with GE Capital, Advent International and Henderson Global Investors. He has investment experience in a wide range of geographies and sectors including the UK, Italy, Sweden and Spain. Mr Collins has obtained additional operating management experience with General Electric in a number of distressed and troubled situations, having most recently acted as the interim chief operating officer in the in-court insolvency and restructuring of a leading Italian toy manufacturer.

## 19. Advisory Committee and industry specialists

The function of the Advisory Committee will be to provide support to the Investment Adviser on general policies and guidelines, prospective investment sectors, strategy and performance and conflicts of interest in respect of the Manager, Investment Adviser and the Limited Partnership. The members of the Advisory Committee will not be responsible for taking investment decisions on behalf of the Limited Partnership or the Company nor making specific investment recommendations to the Investment Adviser. The current members of the Advisory Committee are:

*Sir Harry Djanogly*

Sir Harry Djanogly was formerly Chairman and Chief Executive Officer of the Nottingham Manufacturing Company plc ("NMC"), a business he sold to Coats plc in 1985 for approximately £240 million. Sir Harry Djanogly became a non executive director of Coats plc following the sale of NMC and then served as its Chairman, until 2003. He is currently a non-executive director of Whittingham Investments Limited and Mitsubishi UFJ Trust International Limited. He was formerly non-executive Deputy Chairman of Singer & Friedlander plc and has served as a non-executive director on the boards of Carpetright plc, Hambro Insurance plc, Lex Services plc and Centrovincial Estates plc.

*Lord Wolfson of Sunningdale*

Lord Wolfson was formerly a director of Great Universal Stores plc and served as Chairman, from 1996 to 2000. Lord Wolfson was also Secretary to the Shadow Cabinet 1978 to 1979 and Chief of Staff of Baroness Thatcher's Political Office, from 1979 to 1985. He has also served as a director and Chairman of the Alexon Group plc, Next plc, William Baird plc, and Fibernet plc.

The function of the industry specialists is to advise the Investment Adviser on sectors that the Limited Partnership may wish to invest in. The industry specialists will include:

*Eric Semel*

Eric Semel was co-founder and former Chief Executive Officer of 365. Eric Semel has combined experience in gaming and entertainment along with the development of online sites. Eric Semel has a variety of other experience including working for Giant/Warner Bros Label Records, where he developed his marketing and management skills. Moving into the gaming industry in 1995, Eric Semel applied his knowledge to The Mirage Hotel and Casino in Las Vegas, progressing from Management Associate to Casino Marketing Credit Executive. Subsequently, he joined The Bellagio Hotel and Casino, where he became Assistant Director of Casino Marketing.

## 20. Administrators

*Company Administrator*

Pursuant to the Administration Agreement between the Company and the Administrator dated 30 July 2007, the Administrator has agreed to provide services to the Company, including maintaining in Bermuda the official register of shareholders of the Company, calculation of Net Asset Value based on valuations of the securities and other assets of the Company, maintenance of accounting reports, assistance in the preparation of financial statements for audit purposes and liaison with auditors.

The Administrator is entitled to the fees as agreed under the Administration Agreement. The Administration Agreement is governed by the laws of Bermuda.

*Limited Partnership Administrator*

Pursuant to the Limited Partnership Administration Agreement, the Limited Partnership Administrator has agreed to provide services to the Limited Partnership including maintaining the register of partners of the Limited Partnership, receiving and processing subscription or applications, submitting to investors statements

of their holdings in the Limited Partnership, calculation of net asset value based on valuations of the securities and other assets of the Limited Partnership, maintenance of accounting reports, assistance in the preparation of financial statements for audit purposes and liaison with auditors.

The General Partner, Manager and Limited Partnership, and not the Limited Partnership Administrator, are responsible for determining that the assets of the Limited Partnership are marketed and sold in compliance with all applicable securities and other laws. The Limited Partnership Administrator is entitled to the fees as agreed under the Limited Partnership Administration Agreement. The Limited Partnership Administration Agreement is governed by the laws of Bermuda.

## 21. Custodians

HSBC Private Bank (Suisse) SA is acting as the Company Custodian and the Limited Partnership Custodian. HSBC Private Bank (Suisse) SA was incorporated in Switzerland on 9 January 2001 with registered number CH-660-0074001-4 and is regulated by Swiss Federal Banking Commission.

### *Company Custodian*

Pursuant to the Company Custodian Agreement, the Company Custodian has been retained to perform administrative services for the Company.

The Company reserves the right to change the custodian arrangements described above or to appoint a prime broker by agreement with the Company Custodian and/or, in their discretion, to appoint additional or alternative prime broker(s) and custodian(s) without prior notice to their respective shareholders. Shareholders will be notified in due course of any appointment of additional or alternative prime broker(s) or custodian(s).

### *Limited Partnership Custodian*

Pursuant to the Limited Partnership Custodian Agreement, the Limited Partnership Custodian has been retained to perform administrative services for the Limited Partnership. It is the responsibility of the Limited Partnership (and not the Limited Partnership Custodian) to ensure that all assets of the Limited Partnership are delivered to the Limited Partnership Custodian. The Limited Partnership Custodian will not be responsible for monitoring the Limited Partnership's compliance with this obligation.

The Limited Partnership reserves the right to change the custodian arrangements described above or to appoint a prime broker by agreement with the Limited Partnership Custodian and/or, in their discretion, to appoint additional or alternative prime broker(s) and custodian(s) without prior notice to their respective limited partners. Limited partners will be notified in due course of any appointment of additional or alternative prime broker(s) or custodian(s).

## 22. Net Asset Value publication and calculations

The Company intends to publish the Net Asset Value of the Company, as prepared by the Administrator, calculated as at 30 June and 31 December respectively in each year. The first Net Asset Value of the Company, prepared by the Administrator, to be published will be calculated as at 31 December 2008.

The Bye-laws of the Company provide that the Directors may determine the valuation policies and procedures that may be adopted by the Company from time to time. The Directors have determined that the value of the net assets of the Company will be determined in accordance with accounting principles generally accepted in the United States. In respect of the Company's investments, these will be valued in accordance with US GAAP. Such investments will therefore be carried at fair value. Any security which is listed or quoted on any securities exchange or similar electronic system and regularly traded will be valued at its mid-market price on the relevant valuation day or, if no trades occurred on that day, at the mid-market price on the immediately preceding business day on which trades occurred. Any security which is not listed or quoted on any securities exchange or similar electronic system or if, being so listed or quoted, is not regularly traded thereon or in respect of which no prices as described above are available, will be valued by the Directors in good faith having regard to the International Private Equity Valuation Guidelines. The Directors' valuations of such investments will be based on valuations carried out on their behalf by the Manager.

In the event of it being impossible or impracticable to carry out a valuation of a specific asset in accordance with the valuation methods set out above, the Directors are entitled to use other generally recognised valuation methods in order to reach a proper valuation of such assets.

Notwithstanding the above, in calculating the value of any investment the Directors, or the Administrator as their delegate, may rely upon such automatic pricing services as it may in its absolute discretion determine. For investments for which a price is not available from such an automated source, the Directors or the

Administrator as their delegate may, in their absolute discretion use information provided by other suitable independent sources, independent brokers, market makers, other intermediaries or any third parties. The Directors or the Administrator as their delegate shall not, in any circumstances, be liable for any loss suffered by reason of any error in the calculation of the value of any investment resulting from any inaccuracy in the information provided by any such pricing service, broker, market maker or other intermediary.

The Directors or the Administrator as their delegate may, at its discretion, permit any other method of valuation to be used if it considers that such method of valuation better reflects the value of the investment and is in accordance with US GAAP. The Directors have delegated to the Administrator the determination of Net Asset Value.

The Limited Partnership's financial statements will also be prepared in accordance with US GAAP. Investments held by the Limited Partnership will be valued on a consistent basis with the principles described above. The first financial period end of the Limited Partnership will be 31 December 2007

## 23. The Placing

Subject to Admission, Collins Stewart as agent for the Company will seek to place up to 100,000,000 Placing Shares at the Placing Price (together with up to 50,000,000 Placing Warrants), which will raise up to £100 million (before expenses). Under the Placing, for each two Placing Shares subscribed for, a subscriber will receive one Placing Warrant. The Placing Warrants have an accelerated call feature. Further details of the Placing Warrants are set out in Part 3 of this Document. The Net Proceeds from the placing of the Securities will be invested by the Company in accordance with its investment strategy.

If the Placing Agreement does not become unconditional by 3 August 2007 (or such later dated as the Company and Collins Stewart agree) all monies received by Collins Stewart from subscribers pursuant to the Placing will be returned to them forthwith without interest.

Under the Placing Agreement, conditional upon, *inter alia*, Admission taking place on or before 8.00 am on 3 August 2007, or such later date as the Company and Collins Stewart may agree, not being later than 17 August 2007, Collins Stewart has agreed to use reasonable endeavours to procure subscribers for the Placing Shares (with Placing Warrants attached) proposed to be issued by the Company at the Placing Price (without itself being obliged to subscribe for any Securities). If such Admission does not take place, the obligations of Collins Stewart will terminate. The Placing is not being underwritten.

***The Securities have not been, and will not be, registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, US Persons.***

The Company and the Limited Partnership have not been registered and will not be registered under the US Investment Company Act. The Securities are being offered and sold only outside the United States in an "offshore transaction" within the meaning of Regulation S. Collins Stewart has agreed that it will not offer or sell the Securities as part of its distribution or otherwise within the United States or to, or for the account or benefit of, US Persons. The Manager, the Company and Collins Stewart intend to exclude investors in the Company who are US Persons as that term is defined in Regulation S and in this document and may refuse to accept any investments in the Company in whole or in part.

## 24. Settlement, dealings and CREST

The Company, through the Depositary, has established a depositary arrangement in relation to which, depositary interests ("DIs"), established pursuant to a deed of trust executed by the Depositary, acting as depositary and representing Shares and Placing Warrants, will be issued to investors who wish to hold their Shares and Placing Warrants in electronic form within CREST. The Company has applied for the DIs representing Shares and Placing Warrants to be admitted to CREST with effect from Admission. Accordingly, settlement of transactions in Shares and Placing Warrants, represented by DIs, following Admission may take place within the CREST system if the relevant investors so wish. CREST is a UK electronic paperless share transfer and settlement system, which allows shares and other securities, (including DIs), to be held in electronic rather than paper form. The Securities may be traded using this system. Please note that CREST is a voluntary system and holders of shares who wish to receive and retain share certificates will also be able to do so.

Further information regarding the depositary and the holding of Securities in the form of DIs is available from the Depositary. The Depositary may be contacted at Computershare Investor Services PLC, PO Box 82, The Pavilions, Bridgwater Road, Bristol BS99 7NH, United Kingdom, telephone 0117 305 1075.

In respect of uncertificated securities, it is expected that applicants' CREST stock accounts will be credited on 3 August 2007. If specifically requested by proposed applicants, it is expected that definitive certificates in respect of the Placing Shares and the Placing Warrants will be despatched by first class post by 10 August 2007.

## 25. Potential conflicts of interest

The Company and the Limited Partnership are subject to a number of actual and potential conflicts of interest. Certain inherent conflicts of interest arise from the fact that the Manager, the Investment Adviser and its affiliates will provide management and investment advisory services to each of the Limited Partnership, Oakley Multi Manager and the Company and will carry on investment activities for other clients, including, without limitation, other investment funds, client accounts and proprietary accounts in which the Company will have no interest and whose respective investment programmes may or may not be substantially similar.

The Manager and the Investment Adviser and their members, officers and employees will devote as much of their time to the activities of the Company and the Limited Partnership as they deem necessary and appropriate. The Manager and Investment Adviser and its affiliates are not restricted from forming additional investment funds or companies, from entering into other investment management relationships or from engaging in other business activities, even though such activities may be in competition with the Limited Partnership or the Company and/or may involve substantial time and resources of the Investment Adviser and its affiliates. Members of the Investment Adviser may be engaged in similar activities and may act as an investment adviser to investment funds that may be in competition with the Limited Partnership and/or the Company.

Peter Dubens, David Till, Mark Joseph and Alex Collins may receive compensation from the Manager and/or the Investment Adviser from time to time and/or Carried Interest payments, paid by the Limited Partnership.

Subject to financial services legislation, internal compliance policies and approval procedures, members, officers and employees of the Manager and/or the Investment Adviser may engage, from time to time, in personal trading of securities and other instruments, including securities and instruments in which the Limited Partnership and/or the Company may invest.

From time to time, provided the Limited Partnership and/or the Company has achieved the desired position in an investment as determined by the Manager in its sole discretion, co-investment opportunities may be notified to certain investors (which may include the Directors, members, employees or affiliates of the Manager or the Investment Adviser) who have expressed an interest in receiving information about co-investment opportunities.

The Manager and the Investment Adviser may provide investee companies of the Limited Partnership and the Company with specific corporate finance and transaction advice. The Manager will operate a policy of full disclosure and where any fees are deemed to relate to services provided as a result of or pursuant to an investment by the Limited Partnership, including but not limited to specific fund raising and monitoring fees, such fees will be set against the management fees.

The Administrator provides administration services to the Limited Partnership, Palmer Capital, Oakley Multi Manager and the Company. The Administrator may also provide services to other investment programmes and as a result conflicts may arise. The Administrator shall, at all times, pay regard to its obligation to act in the best interests of the Company and the Directors will ensure that all such potential conflicts of interest are resolved fairly and in the interests of Shareholders.

The Custodian provides custody services to the Limited Partnership and the Company. The Custodian may also provide services to other investment programmes and as a result conflicts of interest may arise. The Custodian shall, at all times, pay regard to its obligation to act in the best interests of the Company and the Directors will ensure that all such potential conflicts of interest are resolved fairly and in the interest of Shareholders. In addition, subject to applicable law, any of the service providers may deal, as principal or agent, with the Company or the Limited Partnership, provided that the dealings are on normal commercial terms negotiated on an arm's length basis.

It should also be noted that some of the Directors and directors of the General Partner are also directors of the Manager, the Investment Adviser and the Administrator.

On taking a position as a director of an investee company, representatives of the Manager or Investment Adviser or associated affiliates and personnel will have a fiduciary responsibility to act in the interests of all shareholders and not simply the interests of the Limited Partnership and/or or the Company alone.

A Director who has a material interest in a resolution (excepting certain specified matters referred to in Part 6), cannot vote on any Board decision, but may be counted in the quorum for the Board.

## 26. Corporate governance

The Directors recognise the importance of sound corporate governance and intend to adopt policies and procedures which reflect those principles of Good Governance and Code of Best Practice as published by the Committee on Corporate Governance (commonly known as the "Combined Code") as are appropriate to the Company's size on Admission. The Directors note that Bermuda, the country of incorporation of the company, has no specific corporate governance regime.

The Company has established, an audit committee and a remuneration committee, each with formally delegated duties and responsibilities. The audit committee and the remuneration committee are each comprised of all the Independent Directors. The audit committee will be chaired by Tina Burns and the remuneration committee will be chaired by James Keyes.

The audit committee will determine the terms of engagement of the Company's auditors and will determine, in consultation with the auditors, the scope of the audit. The audit committee will receive and review reports from management and the Company's auditors relating to the interim and annual accounts and the accounting and internal control systems in the Company. The audit committee will have unrestricted access to and oversee the relationship with the Company's auditors.

The remuneration committee will review the scale and structure of the Directors remuneration and the terms of their service or employment contracts, including share option schemes and other bonus arrangements if any. The remuneration and terms and conditions of the non-executive Directors will be set by the Board. No Director or manager of the company may participate in any meeting at which discussion or any decision regarding his own remuneration takes place.

In addition to establishing an audit committee and a remuneration committee, the Company has established, conditional on Admission, a fund committee, comprising all of the Independent Directors. The fund committee will receive and review all matters and contracts where there are potential conflicts of interest between the Company and the Limited Partnership. No Director, other than the Independent Directors, may participate in any meeting of the fund committee. The fund committee will be chaired by the Chairman.

The Board intends to comply with Rule 21 of the AIM Rules relating to Directors' dealings as applicable to AIM companies and will also take all reasonable steps to ensure compliance by the Company's applicable employees (if any) and has adopted a share dealing code for this purpose.

# PART 2

## Risk Factors

**Investors are referred to the risks set out below. No assurance can be given that Shareholders will realise a profit or will avoid a loss on their investment. The Shares and Placing Warrants are suitable only for investors who understand, or who have been advised of, the potential risk of capital loss from an investment in the Shares and Placing Warrants and that there may be limited liquidity in both the Shares and Placing Warrants and the underlying investments of the Company and/or the Limited Partnership, and for whom the investment in the Shares and the Placing Warrants is part of a diversified investment portfolio and who fully understand the risks involved with such an investment. The risks referred to below do not purport to be exhaustive nor are they set out in any order of priority and potential investors should review this admission document carefully and in its entirety and consult with their professional advisers before making an application for Shares and Placing Warrants.**

**An investment in the Company involves a high degree of risk, including the risk that the entire amount invested may be lost.** The Company will invest in and actively trade financial instruments using a variety of strategies and investment techniques with significant risk characteristics, including the risks arising from the volatility of the equity, fixed-income and currency markets, the risks arising from leverage associated with trading in the currencies and over-the-counter derivatives markets, the illiquidity of derivative instruments and the risk of loss from counterparty defaults. No guarantee or representation is made that the investment programme will be successful or that returns will exhibit low correlation with an investor's traditional securities portfolio. The Company may utilise such investment techniques as option transactions, certain derivatives trading, which practices can involve substantial volatility and can, in certain circumstances, substantially increase the adverse impact to which the Company's investment portfolio may be subject. Prospective investors should consider the following additional factors in determining whether an investment in the Company is a suitable investment:

### 1. Risks applicable to investing in the Company and the Limited Partnership

**Lack of operating history** – Neither the Company nor the Limited Partnership has an operating history upon which prospective investors may base an evaluation of the likely performance of the Company and/or the Limited Partnership. The Manager is a newly incorporated company and has no operating history. The past performance of the Investment Adviser and Investment Adviser's Team may not be indicative of the future performance of the Company and/or the Limited Partnership.

The Limited Partnership is seeking commitments of £375 million. There can be no guarantee that the target fund raising, or any other fundraising at all, or the closing timetable indicated in this document can be achieved.

**Dependence on key advisers** – The success of the Company and the Limited Partnership depends upon the ability of the Manager and Investment Adviser to develop and implement investment strategies that achieve the Company's and the Limited Partnership's investment objective. If the Investment Adviser and Manager were to become unable to participate in the management of the Company and/or Limited Partnership, the consequence to the Company and/or Limited Partnership could be material and adverse and could lead to the premature termination of the Company and/or Limited Partnership.

**Availability of investment strategies** – The success of the Limited Partnership's and/or the Company's investment activities will depend on the Manager and Investment Adviser's ability to identify investment opportunities as well as to assess the import of news and events that may affect the financial markets. Identification and exploitation of the investment strategies to be pursued by the Company and/or the Limited Partnership involves a high degree of uncertainty. No assurance can be given that the Manager and Investment Adviser will be able to locate suitable investment opportunities in which to deploy all of the Company and/or the Limited Partnership's assets or to exploit discrepancies in the securities and derivatives markets.

**Illiquid portfolio instruments** – The Limited Partnership and/or the Company may invest a significant part of its assets in illiquid investments. The Limited Partnership and/or the Company may not be able to readily dispose of such illiquid investments and, in some cases, may be contractually prohibited from disposing of such investments for a specified period of time. In particular, it should be noted that the Manager is of the view that given the illiquidity of the investments, the investors in the Company should not expect to realise their

investments based on the net asset value of the Company (and its investment in the Limited Partnership) by way of redemption of their shares or otherwise within any particular period of time. It should also be noted that the investors will not have the right to redeem the shares.

Where appropriate, positions in the Limited Partnership's and/or the Company's investment portfolio that are illiquid and do not actively trade will be marked to market, taking into account actual market prices, market prices of comparable investments and/or such other factors (*e.g.*, the tenor of the respective instrument) as may be appropriate. To the extent that marking an illiquid investment to market is not practicable, an investment will be carried at fair value, as reasonably determined by the Directors or their delegate. There is no guarantee that fair value will represent the value that will be realised by the Limited Partnership and/or the Company on the eventual disposition of the investment or that would, in fact, be realised upon an immediate disposition of the investment. As a result, an investor withdrawing from the Limited Partnership and/or the Company prior to realisation of such an investment may not participate in gains or losses from that investment.

Investments in undervalued securities – The Limited Partnership and/or the Company will seek to invest in undervalued securities. The identification of investment opportunities in undervalued securities is a difficult task, and there are no assurances that such opportunities will be successfully recognised or acquired. While investments in undervalued securities offer the opportunity for above-average capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses. Returns generated from the Limited Partnership's or Company's investments may not adequately compensate the business and financial risks assumed. In addition, the Limited Partnership and/or the Company may be required to hold such securities for a substantial period of time before realising their anticipated value. During this period, a portion of the Limited Partnership's or Company's capital would be committed to the securities purchased, thus possibly preventing the Limited Partnership and/or Company from investing in other opportunities. In addition, the Limited Partnership or its special purpose acquisition vehicles may finance such purchases with borrowed funds and thus will have to pay interest on those funds during this waiting period.

Regulatory risk – The investment strategy seeks to capitalise on opportunities presented by regulatory change. The direction and impact of regulation can be unpredictable and there is a risk that regulation will not bring around positive changes and opportunities as envisaged.

Small company risk – The investment strategy seeks to focus on smaller capitalisation companies which will often be at an earlier stage in their development, have limited financial and management resources, and may be less established or diversified in their commercial proposition and therefore subject to higher degrees of volatility than may be found in larger companies.

Management influence and fiduciary responsibility – The Investment Adviser may take a position of significant management influence or control and therefore there is a risk that executive decisions taken or advice provided by the Manager and Investment Adviser or associated companies may not produce positive benefits for investee companies. Furthermore, on taking a position as a director of an investee company, the Manager and the Investment Adviser or associated companies and personnel, will have a fiduciary responsibility to act in the interests of all shareholders and not simply the interests of the Company and/or Limited Partnership alone.

Unsuccessful transaction costs – There is a risk that the Company and/or the Limited Partnership may incur substantial legal, financial and advisory expenses arising from unsuccessful transactions which may include public offer and transaction documentation, legal, accounting and environmental due diligence.

Fixed income securities – The Limited Partnership and/or the Company may invest in bonds or other fixed income securities, including, without limitation, commercial paper and "higher yielding" (including non-investment grade) (and, therefore, higher risk) debt securities. The Limited Partnership and/or the Company will therefore be subject to credit, liquidity and interest rate risks. Higher-yielding debt securities are generally unsecured and may be subordinated to certain other outstanding securities and obligations of the issuer, which may be secured on substantially all of the issuer's assets. The lower rating of debt obligations in the higher-yielding sector reflects a greater probability that adverse changes in the financial condition of the issuer or in general economic conditions or both may impair the ability of the issuer to make payments of principal and interest. Non-investment grade debt securities may not be protected by financial covenants or limitations on additional indebtedness. In addition, evaluating credit risk for debt securities involves uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult. Also, the market for credit spreads is often inefficient and illiquid, making it difficult to accurately calculate discounting spreads for valuing financial instruments. It is likely that a major economic recession could disrupt severely the market for these securities and may have an adverse impact on the value of

such securities. In addition, it is likely that any similar economic downturn could adversely affect the ability of the issuers of those securities to repay principal and pay interest thereon and increase the incidence of default for those securities.

Concentration of investments – Although it will be the policy of the Limited Partnership and may be the policy of the Company to diversify their investment portfolios, the Limited Partnership and the Company will hold relatively few investments. The Limited Partnership and the Company could be subject to significant losses if it holds a large position in a particular investment that declines in value or is otherwise adversely affected, including default of the issuer.

Certain derivative investments – The Limited Partnership and/or the Company may buy or sell (write) both call options and put options, and when it writes options, it may do so on a "covered" or an "uncovered" basis. A call option is "covered" when the writer owns securities of the same class and amount as those to which the call option applies. A put option is covered when the writer has an open short position in securities of the relevant class and amount. The Limited Partnership's and/or the Company's option transactions may be part of a hedging strategy (*i.e.* offsetting the risk involved in another securities position) or a form of leverage, in which the Limited Partnership and/or the Company has the right to benefit from price movements in a large number of securities with a small commitment of capital. These activities involve risks that can be substantial, depending on the circumstances.

In general, the principal risks involved in options trading can be described as follows, without taking into account other positions or transactions the Limited Partnership may enter into. When the Limited Partnership and/or the Company buys an option, a decrease (or inadequate increase) in the price of the underlying security in the case of a call, or an increase (or inadequate decrease) in the price of the underlying security in the case of a put, could result in a total loss of the Limited Partnership's and/or the Company's investment in the option (including commissions). The Limited Partnership and/or the Company could mitigate those losses by selling short, or buying puts on the securities in which it holds call options, or by taking a long position (*e.g.*, by buying the securities or buying calls on them) in securities underlying put options.

When the Limited Partnership and/or the Company sells (writes) an option, the risk can be substantially greater than when it buys an option. The seller of an uncovered call option bears the risk of an increase in the market price of the underlying security above the exercise price. The risk is theoretically unlimited unless the option is "covered." For example, if it is a covered call option, the Limited Partnership and/or the Company would forego the opportunity for profit on the underlying security should the market price of the security rise above the exercise price. If the price of the underlying security were to drop below the exercise price, the premium received on the option (after transaction costs) would provide profit that would reduce or offset any loss the Limited Partnership and/or the Company might suffer as a result of owning the security.

Swap agreements – The Limited Partnership and/or the Company may enter into swap agreements. Swap agreements can be individually negotiated and structured to include exposure to a variety of different types of investments or market factors. Depending on their structure, swap agreements may increase or decrease the Limited Partnership's and/or the Company's exposure to long-term or short-term interest rates, currency values, corporate borrowing rates, or other factors such as security prices, baskets of equity securities or inflation rates. Swap agreements can take many different forms and are known by a variety of names. The Limited Partnership and/or the Company is not limited to any particular form of swap agreement if consistent with the Limited Partnership's and/or the Company's investment objective and approach.

Swap agreements tend to shift the Limited Partnership's and/or the Company's investment exposure from one type of investment to another. For example, if the Limited Partnership and/or the Company agrees to exchange payments in Sterling for payments in US Dollars, the swap agreement would tend to decrease the Limited Partnership's and/or the Company's exposure to Sterling interest rates and increase its exposure to non-Sterling currency and interest rates. Depending on how they are used, swap agreements may increase or decrease the overall volatility of the Limited Partnership's and/or the Company's portfolio. The most significant factor in the performance of swap agreements is the change in the specific interest rate, currency, individual equity values or other factors that determine the amounts of payments due to and from the Limited Partnership and/or the Company. If a swap agreement calls for payments by the Limited Partnership and/or the Company, the Limited Partnership and/or the Company must be prepared to make such payments when due. In addition, if a counterparty's creditworthiness declines, the value of swap agreements with such counterparty can be expected to decline, potentially resulting in losses by the Limited Partnership and/or the Company.

Forward trading – Forward contracts and options thereon, unlike futures contracts, are not traded on exchanges and are not standardised; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and "cash" trading is substantially unregulated; there is no

limitation on daily price movements and speculative position limits are not applicable. The principals who deal in the forward markets are not required to continue to make markets in the currencies or commodities they trade and these markets can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain participants in these markets have refused to quote prices for certain currencies or commodities or have quoted prices with an unusually wide spread between the price at which they were prepared to buy and that at which they were prepared to sell. Disruptions can occur in any market traded by the Limited Partnership and/or the Company due to unusually high trading volume, political intervention or other factors. The imposition of controls by governmental authorities might also limit such forward trading to less than that which the Investment Adviser would otherwise recommend, to the possible detriment of the Limited Partnership and/or the Company. Market illiquidity or disruption could result in major losses to the Limited Partnership and/or the Company.

Highly volatile markets – The prices of financial instruments in which the Limited Partnership and/or the Company may invest can be highly volatile. Price movements of forward and other derivative contracts in which the Limited Partnership's and/or the Company's assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events and policies. The Limited Partnership and/or the Company is subject to the risk of failure of any of the exchanges on which its positions trade or of its clearing houses.

Counterparty risk – Some of the markets in which the Limited Partnership and/or the Company may effect transactions are "over-the-counter" or "interdealer" markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as are members of "exchange-based" markets. This exposes the Limited Partnership and/or the Company to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not *bona fide*) or because of a credit or liquidity problem, thus causing the Limited Partnership and/or the Company to suffer a loss. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Limited Partnership and/or the Company has concentrated its transactions with a single or small group of counterparties. Subject to the investment restrictions contained in this document or the offering memorandum for the Limited Partnership, the Company and the Limited Partnership are not restricted from dealing with any particular counterparty or from concentrating any or all of its transactions with one counterparty. Moreover, neither the Limited Partnership nor the Company has an internal credit function which evaluates the creditworthiness of its counterparties. The ability of the Limited Partnership to transact business with any one or number of counterparties, the lack of any meaningful and independent evaluation of such counterparties' financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Limited Partnership and the Company.

Global economic and market conditions – The Company and/or the Limited Partnership may invest in currencies and securities traded in various markets throughout the world, including in emerging or developing markets, some of which are highly controlled by governmental authorities. Such investments require consideration of certain risks typically not associated with investing in currencies or securities of developed markets. Such risks include, among other things, trade balances and imbalances and related economic policies, unfavourable currency exchange rate fluctuations, imposition of exchange control regulation by governments, withholding taxes, limitations on the removal of funds or other assets, policies of governments with respect to possible nationalisation of their industries, political difficulties, including expropriation of assets, confiscatory taxation and social, economic or political instability in foreign nations. These factors may affect the level and volatility of securities prices and the liquidity of the Company's and/or the Limited Partnership's investments. Unexpected volatility or illiquidity could impair the Company's and/or the Limited Partnership's profitability or result in losses.

The economies of countries differ in such respects as growth of gross domestic product, rate of inflation, currency depreciation, asset reinvestment, resource self-sufficiency and balance of payments position. Further, certain economies are heavily dependent upon international trade and, accordingly, have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. The economies of certain countries may be based, predominantly, on only a few industries and may be vulnerable to changes in trade conditions and may have higher levels of debt or inflation.

Certain securities markets – Stock markets in certain countries may have a relatively low volume of trading. Securities of companies in such markets may also be less liquid and more volatile than securities of comparable companies elsewhere. There may be low levels of government regulation of stock exchanges, brokers and

listed companies in certain countries. In addition, settlement of trades in some markets is slow and subject to failure. Some commodity exchanges are "principals' markets" in which performance is the responsibility only of the individual member with whom the trader has entered into a commodity contract and not of an exchange or clearing corporation. In such a case, the Limited Partnership and/or the Company is subject to the risk of the inability of, or refusal by, the counterparty to perform with respect to such contracts. In addition, the trading of futures and forward contracts on certain commodity exchanges may be subject to price fluctuation limits.

Interpositioning – From time to time, the Limited Partnership and/or the Company may execute over-the-counter trades on an agency basis rather than on a principal basis. In these situations, the broker used by the Limited Partnership and/or the Company may acquire or dispose of a security through a market-maker (a practice known as "interpositioning"). The transaction may thus be subject to both a commission and a markup or markdown. The use of a broker can provide anonymity in connection with a transaction. In addition, a broker may, in certain cases, have greater expertise or greater capability in connection with both accessing the market and executing a transaction.

Exchange rate considerations – The Limited Partnership is currently expected to be denominated in Sterling however the General Partner has reserved the right to denominate the Limited Partnership in Euros. The Company will operate and be denominated in Sterling. The Limited Partnership's and/or the Company's assets may be invested in securities denominated in currencies other than Sterling and any income or capital received by the Limited Partnership and/or the Company will be denominated in the local currency of investment. Accordingly, changes in currency exchange rates (to the extent unhedged) will affect the value of the Limited Partnership's and/or the Company's portfolio and the unrealised appreciation or depreciation of investments and will affect the value of any dividends, if any, that maybe paid.

The Company may, but does not currently intend to, hedge the exchange rate risk of any non Sterling cash deposit or investment by the Company between Euros or other local currencies and Sterling.

Net Asset Value considerations – The net asset value per share of both the Company and the Limited Partnership is expected to fluctuate over time with the performance of the Limited Partnership's and/or the Company's investments. In relation to the calculation of the net asset value if there is any conflict between US GAAP and the valuation principles set out in this document in relation to the Company or the valuation principles set out in the Limited Partnership Agreement or the offering memorandum for the Limited Partnership, the latter principles shall take precedence.

Minority Shareholder protection – Regulatory controls and corporate governance of companies in some developing countries may confer little protection on minority shareholders. Anti-fraud and anti-insider trading legislation is often rudimentary. The concept of fiduciary duty to shareholders by officers and directors is also limited when compared to such concepts in Western markets. In certain instances, management may take significant actions without the consent of shareholders and anti-dilution protection may also be limited.

Other clients of the Manager and the Investment Adviser and their affiliates – The Manager and the Investment Adviser, its affiliates and their principals manage other accounts and other collective investment vehicles. These accounts may employ different or similar trading strategies, and could increase the level of competition for the same trades or positions that the funds might otherwise make, including the priorities of order entry. This could make it difficult or impossible to take or liquidate a position of a particular security at a satisfactory price. Moreover, in such situations, the Company and Limited Partnership may not be able to engage in as large a portion of a transaction as they otherwise would.

The Manager and the Investment Adviser and its affiliates may employ investment methods, policies and strategies for their clients that differ from those under which the Company and Limited Partnership operate. Therefore, the results of the Company's and Limited Partnership's trading may differ from those of other accounts traded by the Manager, the Investment Adviser and its affiliates. Moreover, certain of the Manager and the Investment Adviser's principals may also invest for their own accounts.

Litigation – The Company's and Limited Partnership's investment activities are subject to the normal risks of becoming involved in litigation by third parties. The risk is somewhat greater because the Company and/or Limited Partnership will often hold substantial stakes in listed companies which could be considered to give rise to exercise of control or significant influence over a company's direction. The Manager, Investment Adviser and others will be indemnified by the Limited Partnership in connection with any such litigation which relates to the activities of the Limited Partnership or the Company, subject to certain conditions. In addition, certain of the Company's and/or Limited Partnership's strategies may be subject to claims for the return of profits or the recovery of losses on the basis of certain statutory, regulatory or administrative entitlements or prohibitions.

**Profit sharing** – In addition to receiving a Management Fee, the Manager may also receive performance fees based on the appreciation in the net asset value of co-investments, accordingly the performance fees will increase with regard to unrealised appreciation, as well as realised gains. Also, certain senior members of the Investment Adviser's team, may via the founder partner of the Limited Partnership, receive Carried Interest payments based on the profits made on realising the Limited Partnership's investments, which would greatly exceed a profit share based on the amounts invested by these individuals in the Limited Partnership. The performance fee and the Carried Interest may create an incentive for the Investment Adviser to make investments for the Company and the Limited Partnership which are riskier than would be the case in the absence of a fee based on the management of the Company and the Limited Partnership.

**Tax considerations** – The Company and the Limited Partnership intend to structure investments in order to achieve the investment objectives, however there can be no guarantee that the structure of any investment will be tax efficient or that any intended tax result will be achieved. Investors are advised to take their own financial advice prior to applying for the Placing Shares and Placing Warrants. It is intended that investments will be held for a minimum of 3 years. Some investments may allow for earlier divestment, in which case investments may be held for a shorter period if it is in the Limited Partnership's best interests to do so. Should this occur on a frequent basis, there is a risk that the Limited Partnership may be deemed to be trading for United Kingdom tax purposes, which would have material adverse consequences for certain Limited Partners.

**Highly volatile instruments** – The prices of derivative instruments, including options, are highly volatile. Price movements of forward contracts and other derivative contracts in which the Limited Partnership's and/or the Company's assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies and financial instrument options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The Limited Partnership and/or the Company also is subject to the risk of the failure of any of the exchanges on which its positions trade or of their clearing houses.

**Investments in unlisted securities** – The Limited Partnership and/or the Company may invest in unlisted securities. Because of the absence of any trading market for these investments, it may take longer to liquidate, or it may not be possible to liquidate, these positions than would be the case for publicly traded securities. Although these securities may be resold in privately negotiated transactions, the prices realised on these sales could be less than those originally paid by the Limited Partnership and/or the Company. Further, companies whose securities are not publicly traded will generally not be subject to public disclosure and other investor protection requirements applicable to publicly traded securities.

**UK Taxation** – The Directors intend that the Company will be managed and controlled in such a way that it should not be resident in the United Kingdom for United Kingdom tax purposes.

## 2. Risks applicable to investments in the Company

**Need for additional financing and dilution** – The Placing is not underwritten and may not be taken up in full. The Company may in the future need to seek additional sources of financing to implement its strategy. There can be no assurance that the Company will be able to raise such funds, whether on acceptable terms, or at all. If further financing is obtained by issuing equity securities or convertible debt securities, the existing shareholders may be diluted and the new securities may carry rights, privileges and preferences superior to the Shares. The Directors may seek debt finance to fund the implementation of the Company's strategy. There can be no assurance that the Company will be able to raise such debt funds, whether on acceptable terms, or at all. If debt financing is obtained, the Company's ability to raise further finance, and its ability to operate its business, may be subject to restrictions.

**Directors and employees** – The Manager and Investment Adviser will be highly dependent on the expertise and continued service of the directors, officers and employees of the Manager and the Investment Adviser including for the avoidance of doubt Peter Dubens, David Till, Mark Joseph and Alex Collins. These individuals could terminate their agreements for service or service contracts at any time, and their loss may have an adverse effect on the Company's business. Furthermore, the ability to attract and retain individuals may be critical to the Company's ongoing business. The failure to attract and retain such individuals may adversely affect the Company's operations.

**Value and liquidity of the Shares** – An investment in shares traded on AIM is perceived to involve a higher degree of risk and be less liquid than an investment in companies whose shares are listed on the Official List of the London Stock Exchange. It may be difficult for an investor to realise his or her investment. The shares of publicly traded emerging companies have limited liquidity and their share prices can be highly volatile.

The price at which the Shares will be traded and the price at which investors may realise their investment will be influenced by a large number of factors, some specific to the Company and its operations, and others which may affect companies operating within a particular sector or quoted companies generally.

Prospective investors should be aware that the value of the Shares could go down as well as up, and investors may therefore not recover their original investment. Furthermore, the market price of the Shares is likely to reflect the underlying value of the Company's net assets.

Moreover, the investors will not have the right to redeem their shares and the investors should not expect to realise their investments based on the net asset value of the Company within any given period of time.

**Business and regulatory risks of hedge funds and private equity funds** – Legal, tax and regulatory changes could occur during the term of the Limited Partnership and/or the Company that may adversely affect the Limited Partnership and/or the Company. The regulatory environment for hedge funds and private equity funds are evolving, and changes in the regulation of hedge funds and private equity funds may adversely affect the value of investments held by the Limited Partnership and/or the Company and the ability of the Limited Partnership to obtain the leverage it might otherwise obtain or to pursue its trading strategies. In addition, the securities and futures markets are subject to comprehensive statutes, regulations and margin requirements. Regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the Limited Partnership and/or the Company could be substantial and adverse.

### 3. Risks applicable to investments in the Limited Partnership including by the Company

**Investments by the Limited Partnership –** The Limited Partnership and its investments will be managed by the Manager. The Directors will not be able to make investment or other decisions on behalf of the Limited Partnership, nor will they have any role or involvement in selecting or implementing the Limited Partnership's transactions.

The investment programme of the Company and the Limited Partnership is speculative and may entail substantial risks. Since market risks are inherent in all securities investments to varying degrees, there can be no assurance that the investment objectives of the Company or the Limited Partnership will be achieved. In fact, certain investment practices of the Limited Partnership can, in some circumstances, potentially increase the adverse impact on investment performance.

The Limited Partnership's initial term shall be for 10 years from Final Closing, with the discretion for the General Partner to extend the term for three further one year periods in order to provide for an orderly realisation of the Limited Partnerships investments. The Company may not be able to realise the full value of its investment in the Limited Partnership until the Limited Partnership is liquidated which could be up to 15 years from the date of Admission.

**No redemption rights** – An investment in the Limited Partnership is suitable only for certain sophisticated investors who have no need for liquidity in their investment. Limited Partners in the Limited Partnership have no right of redemption.

Investments in the Limited Partnership are not freely transferable and no market for such investments exists, nor is one expected to develop in the foreseeable future. The Company will commit the net proceeds of the Placing in the Limited Partnership but the Company may not be able to realise the full carrying value of such interest by way of sale or redemption.

The default provisions regarding drawdown notices in the Limited Partnership Agreement are severe and intended to be strictly enforceable by all parties. If the Company fails to meet a drawdown notice it may forfeit its entire interest in the Limited Partnership.

**In specie distributions** – The Limited Partnership expects to distribute cash to Limited Partners, however, at the sole and absolute discretion of the directors of the Manager, Limited Partners may receive securities owned by the Limited Partnership in lieu of cash.

Carried interest – The founder partner of the Limited Partnership may receive carried interest based on the performance of the Limited Partnership, which may create an incentive for the General Partner, the Manager, the Investment Adviser or their directors and employees to make or recommend investments that are more speculative than would otherwise be the case.

Hedging transactions – The Limited Partnership may utilise financial instruments, both for investment purposes and for risk management purposes in order to (i) protect against possible changes in the market value of the its investment portfolio resulting from fluctuations in the securities markets and changes in interest rates; (ii) protect unrealised gains in the value of its investment portfolio; (iii) facilitate the sale of any such investments; (iv) enhance or preserve returns, spreads or gains on any investment in its portfolio; (v) hedge the interest rate or currency exchange rate on any of its liabilities or assets; (vi) protect against any increase in the price of any securities that it anticipates purchasing at a later date; or (vii) for any other reason that the Manager and Investment Adviser deems appropriate.

The success of the Limited Partnership's hedging strategy will depend, in part, upon the Manager and Investment Adviser's ability correctly to assess the degree of correlation between the performance of the instruments used in the hedging strategy and the performance of the portfolio investments being hedged. Since the characteristics of many securities change as markets change or time passes, the success of their hedging strategy will also be subject to the Manager and Investment Adviser's ability to continually recalculate, readjust and execute hedges in an efficient and timely manner. While they may enter into hedging transactions to seek to reduce risk, such transactions may result in a poorer overall performance for the Limited Partnership than if it had not engaged in such hedging transactions. For a variety of reasons, the Investment Adviser may not seek to establish a perfect correlation between the hedging instruments utilised and the portfolio holdings being hedged. Such an imperfect correlation may prevent the Limited Partnership, from achieving the intended hedge or expose it to risk of loss. The Manager and Investment Adviser may not hedge against a particular risk because it does not regard the probability of the risk occurring to be sufficiently high as to justify the cost of the hedge, or because it does not foresee the occurrence of the risk. The successful utilisation of hedging and risk management transactions requires skills complementary to those needed in the selection of the Limited Partnership's portfolio holdings.

Restriction on Auditors' liability –The engagement letter in relation to the Limited Partnership to be entered into with the auditors of the Limited Partnership contains such provisions to limit the Auditors liability as well as contain provisions indemnifying the auditors in certain circumstances.

Valuation policies and GAAP – The Limited Partnership's valuation policies may not be in compliance with GAAP and such divergence may, in certain circumstances, result in a qualification of the Limited Partnership's annual audited financial statements. In such instances, the Limited Partnership may decide to make GAAP conforming changes for financial reporting purposes, but use the valuation policies detailed herein for the purposes of calculating the Limited Partnership's NAV. There will be a divergence in the Limited Partnership's fiscal year end NAV and in the NAV reported in the Limited Partnership's financial statements in any year where, GAAP conforming changes are made only to the Limited Partnership's financial statements for financial reporting purposes.

Leverage – The Limited Partnership or special purpose vehicles set up by the Limited Partnership for the purpose of making specific investments which will be potentially highly leveraged themselves, will generally invest in leveraged companies. Leveraged transactions are intrinsically subject to a higher degree of financial risk and may expose the Limited Partnership to interest rate variations, lender default and other risks, which may or may not be hedged.

Investments by the Limited Partnership – A significant period of time may elapse before the Limited Partnership has invested all of the Commitments and it may not be possible for all Commitments to be invested during the life of the Limited Partnership. The Limited Partnership is permitted to make follow-on investments in portfolio companies, subject to the same maximum cap as any initial investment in a portfolio company. Follow-on investments may carry a significantly higher or lower degree of risk than initial investments due to changing market circumstances and the increased familiarity of the Limited Partnership with the portfolio company. The Limited Partnership operates in a competitive investment environment, particularly in relation to individual investment opportunities and deal flow. This competition may increase and the available investment opportunities may decrease, which would adversely affect the terms on which the Limited Partnership can make investments. The Limited Partnership may participate in a smaller number of investments than originally anticipated. This may affect the diversification of the investment portfolio, so that returns may be significantly dependent upon the performance of even a single investment.

The list of risk factors above does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Company and/or Limited Partnership. Prospective investors should read this entire document and consult with their own legal, tax and financial advisers before deciding to invest in the Company and/or the Limited Partnership.

# PART 3

## Details of the Placing Warrants

The issue of up to 50,000,000 warrants to subscribe for Ordinary Shares (the "Warrants") by Oakley Capital Investments Limited (the "Company") was authorised by a resolution of the board of directors of the Company passed on 16 July 2007. The Warrants are constituted by an instrument by way of deed poll dated 30 July 2007 (the "Warrant Instrument"). The terms and conditions of the Warrants (the "Conditions") are set out below.

### 1. Form and title

1.1 *Form*

(a) The Warrants are in registered form.

(b) Subject to Condition 1.2(b), the Warrants shall be represented by registered certificates ("Certificates"), each Certificate representing a holding of one or more Warrants by the same holder.

1.2 *Title*

Title to the Warrants shall pass by registration in a warrant register (the "Warrant Register") which the Company will cause to be kept at (i) the specified office of Mayflower Management Services (Bermuda) Limited (the "Administrator") in respect of the principal warrant register and/or (ii) the specified office of Computershare Investor Services (Channel Islands) Limited (the "Branch Registrar") in respect of the branch warrant register and on which will be entered the names and addresses of the holders of the Warrants and the particulars of the Warrants held by them and of all transfers and exercises of Warrants. The provisions of the Bye-laws relating to the registration, transfer and transmission of Ordinary Shares shall apply mutatis mutandis to the Warrants (as the context shall require) as if they were Ordinary Shares.

### 2. Exercise of Warrants

2.1 *Exercise Period and Exercise Price*

(a) Subject to and as provided in these Conditions, each Warrant shall confer upon the holder the right to subscribe for a fully paid Ordinary Share as set out in this Condition 2 (an "Exercise Right").

(b) The subscription price for the Ordinary Share to be delivered on exercise of an Exercise Right (the "Exercise Price") shall be £1.30 as adjusted in accordance with Condition 2.3.

(c) Subject to and as provided in these Conditions, the Exercise Right in respect of a Warrant may be exercised, at the option of the holder thereof, at any time prior to close of business on AIM on the third anniversary of the date of admission of the Warrants to AIM; provided that, in each case, if the final such date for the exercise of Exercise Rights is not a Business Day, then the period for exercise of Exercise Rights by Warrant holders shall end on the immediately preceding Business Day.

2.2 *Procedure for exercise of Exercise Rights*

(a) (i) Exercise Rights may be exercised by a Warrant holder during the Exercise Period by delivering the Certificate representing the relevant Warrant(s) to the specified office of the Administrator and/or the Branch Registrar (as applicable), during the Administrator's and/or the Branch Registrar's usual business hours at the Warrant holder's own expense, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from the Administrator and/or the Branch Registrar (as applicable) accompanied by a remittance for the aggregate Exercise Price for the Warrants being exercised.

(ii) Exercise Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the Exercise Notice is delivered.

(iii) If such delivery is made after the end of normal business hours or on a day which is not a Business Day in the place of delivery such delivery shall be deemed for all purposes of these Conditions to have been made on the next following Business Day.

(iv) An Exercise Notice, once delivered, shall be irrevocable.

(b) The exercise date in respect of a Warrant (the "Exercise Date") shall be the Business Day immediately following the date of the delivery (or, as the case may be, deemed delivery) of the Exercise Notice and, where applicable, the Certificate and the making of payment both of the Exercise Price and of any payment to be made as provided in Condition 2.2 (c) below.

(c) A Warrant holder exercising an Exercise Right must pay directly to the relevant authorities any taxes and capital, stamp, issue and registration and transfer taxes and duties arising on exercise. Such Warrant holder must also pay all, if any, taxes arising by reference to any disposal or deemed disposal of a Warrant or interest therein in connection with such exercise.

(d) (i) Unless the Directors determine otherwise, Ordinary Shares or other Securities to be delivered on exchange of Warrants will be delivered in certificated form by mail free of charge (but uninsured and at the risk of the recipient) to the relevant Warrant holder, or as it may direct in the relevant Exercise Notice, within 14 days following the relevant Exercise Date or, if delivered pursuant to a Retroactive Adjustment, following the date the Retroactive Adjustment takes effect.

(ii) Ordinary Shares and other Securities will be deemed to be delivered as of the relevant Exercise Date or, if delivered pursuant to a Retroactive Adjustment, following the date the Retroactive Adjustment takes effect.

(iii) Any cash to be paid to Warrant holders pursuant to a Retroactive Adjustment shall be paid by cheque and mailed free of charge (but uninsured at the risk of the recipient) within 14 days following the date the Retroactive Adjustment takes effect.

(iv) Once Ordinary Shares have been issued following the exercise of a Warrant, the Company shall procure that the Administrator and/or the Branch Registrar shall enter the details relating to such Ordinary Shares into the Company's principal register of members or branch register of members, as applicable, in accordance with the Bye-laws.

2.3 *Adjustment of Exercise Price*

The initial Exercise Price is £1.30 per Warrant. Upon the happening of any of the events described below, the Exercise Price shall be adjusted as follows:

(a) If and whenever there shall be a consolidation, reclassification or subdivision in relation to the Ordinary Shares, the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to such consolidation, reclassification or subdivision by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of Ordinary Shares in issue immediately before such consolidation, reclassification or subdivision, as the case may be; and

B is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such consolidation, reclassification or subdivision, as the case may be.

Such adjustment shall become effective on the date the consolidation, reclassification or subdivision, as the case may be, takes effect.

(b) If and whenever the Company shall issue any Ordinary Shares credited as fully paid to the Shareholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) other than (1) where any such Ordinary Shares are or are to be issued instead of the whole or part of a Dividend in cash which the Shareholders would or could otherwise have elected to receive or (2) where the Shareholders may elect to receive a Dividend in cash in lieu of such Ordinary Shares, the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to such issue by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of Ordinary Shares in issue immediately before such issue; and

B is the aggregate number of Ordinary Shares in issue immediately after such issue.

Such adjustment shall become effective on the date of issue of such Ordinary Shares.

(c) If and whenever the Company shall pay or make any Capital Distribution to Shareholders, the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to the relevant Capital Distribution by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one Ordinary Share on the first date on which the Ordinary Shares are traded on the Relevant Stock Exchange ex- the relevant Capital Distribution or, in the case of a purchase, redemption or buy-back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares by or on behalf of the Company or any Subsidiary of the Company, on which such Ordinary Shares (or depositary or other receipts or certificates) are purchased, redeemed or bought back or, in the case of a Spin-Off, is the Current Market Price of an Ordinary Share on the dealing day immediately preceding the first date on which the Ordinary Shares are traded ex- the relevant Spin-Off on the Relevant Stock Exchange; and

B is the portion of the Fair Market Value of the Capital Distribution attributable to one Ordinary Share, with such portion being determined by dividing the Fair Market Value of the aggregate Capital Distribution by the number of Ordinary Shares entitled to receive the Capital Distribution (or, in the case of a purchase, redemption or buy-back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares by or on behalf of the Company or any Subsidiary of the Company, by the number of Ordinary Shares in issue immediately prior to such purchase, redemption or buy-back).

Such adjustment shall become effective on the first date on which the Ordinary Shares are traded ex- the relevant Capital Distribution on the Relevant Stock Exchange or, in the case of a purchase, redemption or buy back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares, on the date such purchase, redemption or buy back is made or, in any such case if later, the first date upon which the Fair Market Value of the Capital Distribution is capable of being determined as provided herein.

For the purposes of the above, the Fair Market Value of a Cash Capital Distribution shall (subject as provided in the definition of "Fair Market Value") be determined as at the first date on which the Ordinary Shares are traded on the Relevant Stock Exchange ex- the relevant Capital Distribution, and, in the case of a Non-Cash Capital Distribution, the Fair Market Value of the relevant Capital Distribution shall be the Fair Market Value of the relevant Spin-Off Securities or, as the case may be, the relevant property or assets.

(d) If and whenever the Company shall issue Ordinary Shares to Shareholders as a class by way of rights, or issue or grant to Shareholders as a class by way of rights, options, warrants or other rights to subscribe for or purchase any Ordinary Shares, in each case at a price per Ordinary Share which is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the terms of the issue or grant of such Ordinary Shares, options, warrants or other rights (or, if that is not a dealing day, on the immediately preceding dealing day), the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to such issue or grant by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A is the number of Ordinary Shares in issue immediately before such announcement;

B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares issued by way of rights, or for the options or warrants or other rights issued by way of rights and for the total number of Ordinary Shares deliverable on the exercise thereof, would purchase at such Current Market Price per Ordinary Share; and

C is the number of Ordinary Shares issued or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights.

Such adjustment shall become effective on the first date on which the Ordinary Shares are traded ex-rights, ex-options or ex-warrants on the Relevant Stock Exchange.

(e) If and whenever the Company shall issue any Securities (other than Ordinary Shares or options, warrants or other rights to subscribe for or purchase any Ordinary Shares) to Shareholders as a class by way of rights or grant to Shareholders as a class by way of rights any options, warrants or other rights to

subscribe for or purchase any Securities (other than Ordinary Shares or options, warrants or other rights to subscribe for or purchase Ordinary Shares), the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to such issue or grant by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one Ordinary Share on the first date on which the terms of such issue or grant are publicly announced (or, if that is not a dealing day, the immediately preceding dealing day); and

B is the Fair Market Value of the portion of the rights attributable to one Ordinary Share on the date of such announcement (or, if that is not a dealing day, the immediately preceding dealing day).

Such adjustment shall become effective on the first date on which the Ordinary Shares are traded ex-rights, ex-options or ex-warrants on the Relevant Stock Exchange.

(f) If and whenever the Company shall issue (otherwise than as mentioned in Condition 2.3(d) above) wholly for cash or for no consideration any Ordinary Shares (other than Ordinary Shares issued on exercise of the Warrants or on the exercise of any rights of conversion into, or exchange or subscription for or purchase of, Ordinary Shares) or issue or grant (otherwise than as mentioned in Condition 2.3(d) above) wholly for cash or for no consideration any options, warrants or other rights to subscribe for or purchase any Ordinary Shares, in each case at a price per Ordinary Share which is less than 95 per cent. of the Current Market Price per Ordinary Share on (or, if that is not a dealing day, the immediately preceding dealing day) the date of the first public announcement of the terms of such issue or grant, the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to such issue or grant by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the number of Ordinary Shares in issue immediately before the issue of such Ordinary Shares or the grant of such options, warrants or rights;

B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the issue of such Ordinary Shares or, as the case may be, for the Ordinary Shares to be issued or otherwise made available upon the exercise of any such options, warrants or rights, would purchase at such Current Market Price per Ordinary Share; and

C is the number of Ordinary Shares to be issued pursuant to such issue of such Ordinary Shares or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights.

Such adjustment shall become effective on the date of issue of such Ordinary Shares or, as the case may be, the grant of such options, warrants or rights.

(g) If and whenever the Company or any Subsidiary of the Company or (at the direction or request of or pursuant to any arrangements with the Company or any Subsidiary of the Company) any other company, person or entity (otherwise than as mentioned in Conditions 2.3(d), (e) or (f) above) shall issue wholly for cash or for no consideration any Securities which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, Ordinary Shares (or shall grant any such rights in respect of existing Securities so issued) or Securities which by their terms might be redesignated as Ordinary Shares, and the consideration per Ordinary Share receivable upon conversion, exchange, subscription or redesignation is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the terms of issue of such Securities (or the terms of such grant) (or, if that is not a dealing day, the immediately preceding dealing day), the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to such issue (or grant) by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A is the number of Ordinary Shares in issue immediately before such issue or grant (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for Ordinary Shares which have been issued by the Company for the purposes of or in connection with such issue, less the number of such Ordinary Shares so issued);

B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription attached to such Securities or, as the case may be, for the Ordinary Shares to be issued or to arise from any such redesignation would purchase at such Current Market Price per Ordinary Share; and

C is the maximum number of Ordinary Shares to be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such right of subscription attached thereto at the effective initial conversion, exchange or subscription price or rate or, as the case may be, the maximum number of Ordinary Shares which may be issued or arise from any such redesignation,

provided that if at the time of issue of the relevant Securities or date of grant of such rights (as used in this Condition 2.3(g) the "Specified Date") such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription are exercised or, as the case may be, such Securities are redesignated or at such other time as may be provided) then, for the purposes of this Condition 2.3(g), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition or, as the case may be, redesignation had taken place on the Specified Date.

Such adjustment shall become effective on the date of issue of such Securities or, as the case may be, the grant of such rights.

(h) If and whenever there shall be any modification of the rights of conversion, exchange or subscription attaching to any such Securities as are mentioned in Condition 2.3(g) above (other than in accordance with the terms (including terms as to adjustment) applicable to such Securities upon issue) so that following such modification the consideration per Ordinary Share receivable has been reduced and is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the proposals for such modification (or, if that is not a dealing day, the immediately preceding dealing day), the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately prior to such modification by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A is the number of Ordinary Shares in issue immediately before such modification (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for Ordinary Shares which have been issued, purchased or acquired by the Company or any Subsidiary of the Company (or at the direction or request or pursuant to any arrangements with the Company or any Subsidiary of the Company) for the purposes of or in connection with such issue, less the number of such Ordinary Shares so issued, purchased or acquired);

B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription attached to the Securities so modified would purchase at such Current Market Price per Ordinary Share or, if lower, the existing conversion, exchange or subscription price of such Securities; and

C is the maximum number of Ordinary Shares which may be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such rights of subscription attached thereto at the modified conversion, exchange or subscription price or rate but giving credit in such manner as a Financial Adviser shall consider appropriate for any previous adjustment under this Condition 2.3(h) or Condition 2.3(g) above;

provided that if at the time of such modification (as used in this Condition 2.3(h) the "Specified Date") such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription are exercised or at such other time as may be provided) then, for the purposes of this Condition 2.3(h), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange or subscription had taken place on the Specified Date.

Such adjustment shall become effective on the date of modification of the rights of conversion, exchange or subscription attaching to such Securities.

(i) If and whenever the Company or any Subsidiary of the Company or (at the direction or request of or pursuant to any arrangements with the Company or any Subsidiary of the Company) any other company, person or entity shall offer any Securities in connection with which Shareholders as a class are entitled to participate in arrangements whereby such Securities may be acquired by them (except where the Exercise Price falls to be adjusted under Conditions 2.3(b), 2.3(c), 2.3(d), 2.3(f) or 2.3(g) above (or would fall to be so adjusted if the relevant issue or grant was at less than 95 per cent. of the Current Market Price per Ordinary Share on the relevant dealing day) or under Condition 2.3(e) above) the Exercise Price shall be adjusted by multiplying the Exercise Price in force immediately before the making of such offer by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one Ordinary Share on the dealing day immediately preceding the date on which the terms of such offer are first publicly announced; and

B is the Fair Market Value on the date of such announcement (or, if that is not a dealing day, the immediately preceding dealing day) of the portion of the relevant offer attributable to one Ordinary Share.

Such adjustment shall become effective on the first date on which the Ordinary Shares are traded ex-rights on the Relevant Stock Exchange.

(j) (i) Notwithstanding the foregoing provisions, where the events or circumstances giving rise to any adjustment pursuant to this Condition 5.3 have already resulted or will result in an adjustment to the Exercise Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Exercise Price or where more than one event which gives rise to an adjustment to the Exercise Price occurs within such a short period of time that, in the opinion of the Company based on reasonable market expectations, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be advised by a Financial Adviser to be in its opinion appropriate to give the intended result and provided further that, for the avoidance of doubt, the sale of Ordinary Shares pursuant to the exercise of Exercise Rights shall not result in an adjustment to the Exercise Price.

(ii) For the purpose of any calculation of the consideration receivable or price pursuant to Conditions 2.3(d), (f), (g) and (h), the following provisions shall apply:

(aa) the aggregate consideration receivable or price for Ordinary Shares issued for cash shall be the amount of such cash;

(bb) (x) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the conversion or exchange of any Securities shall be deemed to be the consideration or price received or receivable for any such Securities and (y) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the exercise of rights of subscription attached to any Securities or upon the exercise of any options, warrants or rights shall be deemed to be that part (which may be the whole) of the consideration or price received or receivable for such Securities or, as the case may be, for such options, warrants or rights which are attributed by the Company to such rights of subscription or, as the case may be, such options, warrants or rights or, if no

part of such consideration or price is so attributed, the Fair Market Value of such rights of subscription or, as the case may be, such options, warrants or rights as at the date of the first public announcement of the terms of issue of such Securities or, as the case may be, such options, warrants or rights plus, in the case of each of (x) and (y) above, the additional minimum consideration receivable or price (if any) upon the conversion or exchange of such Securities, upon the exercise of such rights or subscription attached thereto or, as the case may be, upon exercise of such options, warrants or rights and (z) the consideration receivable or price per Ordinary Share upon the conversion or exchange of, or upon the exercise of such rights of subscription attached to, such Securities or, as the case may be, upon the exercise of such options, warrants or rights shall be the aggregate consideration or price referred to in (x) or (y) above (as the case may be) divided by the number of Ordinary Shares to be issued upon such conversion or exchange or exercise at the initial conversion, exchange or subscription price or rate;

(cc) if the consideration or price determined pursuant to (aa) or (bb) above (or any component thereof) shall be expressed in a currency other than the Relevant Currency, it shall be converted into the Relevant Currency at then current spot market foreign exchange rates on the date of the first public announcement of the terms of issue of such Ordinary Shares or, as the case may be, Securities; and

(dd) in determining consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant Ordinary Shares or Securities or options, warrants or rights, or otherwise in connection therewith.

2.4 *Retroactive Adjustments*

If the Exercise Date in relation to the exercise of any Warrant shall be after any consolidation, reclassification or sub-division as is mentioned in Condition 2.3(a), after the record date or other due date for the establishment of entitlement for any such issue, distribution, grant or offer (as the case may be) as is mentioned in Condition 2.3(b), (c), (d), (e) or (i) or after any such issue or grant as is mentioned in Condition 2.3(f) and (g) but before the relevant adjustment becomes effective under Condition 2.3 (such adjustment, a "Retroactive Adjustment"), then the Company shall (conditional upon the relevant adjustment becoming effective) procure that there shall be delivered to the exercising holder, in accordance with the instructions contained in the Exercise Notice, such additional number of Ordinary Shares or other Securities or cash as the exercising Warrant holder would have been entitled to had it held its Ordinary Share immediately before the record date.

2.5 *Decision of a Financial Adviser*

If any doubt shall arise as to whether an adjustment falls to be made to the Exercise Price or as to the appropriate adjustment to the Exercise Price, and following consultation between the Company and a Financial Adviser, a written opinion of such Financial Adviser in respect thereof shall be conclusive and binding on all parties, save in the case of manifest error.

2.6 *Employees' share schemes*

No adjustment will be made to the Exercise Price where Ordinary Shares or other Securities (including rights, warrants and options) are issued, offered, exercised, allotted, appropriated, modified or granted to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive office or the personal service company of any such person) or their spouses or relatives, in each case, of the Company or any of its Subsidiaries or any associated company or to a trustee or trustees to be held for the benefit of any such person, in any such case pursuant to any employees' share or option scheme.

2.7 *Rounding down and notice of adjustment to the Exercise Price*

(a) On any adjustment, the resultant Exercise Price, if not an integral multiple of £0.01, shall be rounded down to the nearest whole multiple of £0.01. No adjustment shall be made to the Exercise Price where such adjustment (rounded down if applicable) would be less than one per cent. of the Exercise Price then in effect. Any adjustment not required to be made and/or any amount by which the Exercise Price has been rounded down shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.

(b) Notice of any adjustments to the Exercise Price shall be given by the Company to Warrant holders in accordance with Condition 8 promptly after the determination thereof.

(c) The Exercise Price shall not in any event be reduced to below the nominal value of the Ordinary Shares and the Company undertakes that it shall not take any action, and shall procure that no action is taken, that would otherwise result in an adjustment to the Exercise Price to below such nominal value.

2.8 *Change of Control*

Within 14 calendar days following the occurrence of a Change of Control, the Company shall give notice thereof to the Warrant holders in accordance with Condition 8 (a "Change of Control Notice"). Such notice shall contain a statement informing Warrant holders of their entitlement to exercise their Exercise Rights as provided in these Conditions and of the imminent expiration on the last day of the Change of Control Period of their Exercise Rights. Any unexercised Warrants shall expire at close of business on AIM on the last day of the Change of Control Period.

The Change of Control Notice shall also specify:

(a) all information material to Warrant holders concerning the Change of Control;

(b) the Exercise Price immediately prior to the occurrence of the Change of Control;

(c) the closing price of the Ordinary Shares as derived from the Relevant Stock Exchange as at the latest practicable date prior to the publication of the Change of Control Notice; and

(d) the last day of the Change of Control Period.

2.9 *Ordinary Shares*

Ordinary Shares issued or transferred and delivered upon exercise of Warrants will be fully paid and will in all respects rank pari passu with the fully paid Ordinary Shares in issue on the relevant Exercise Date or following a Retroactive Adjustment on the date such Retroactive Adjustment takes effect, except in any such case for any right excluded by mandatory provisions of applicable law and except that such Ordinary Shares will not rank for (or, as the case may be, the relevant holder shall not be entitled to receive) any rights, distributions or payments the record date or other due date for the establishment of entitlement for which falls prior to the relevant Exercise Date or following a Retroactive Adjustment prior to the date such Retroactive Adjustment takes effect.

2.10 *Purchase or redemption of Ordinary Shares*

The Company may exercise such rights as it may from time to time enjoy to purchase or redeem or buy back its own shares (including Ordinary Shares) or any depositary or other receipts or certificates representing the same without the consent of the Warrant holders.

## 3. Accelerated call feature

If the mid-market closing price of the Ordinary Shares on AIM as shown by Bloomberg shall be £1.50 or more for any twenty or more dealing days out of a period of thirty consecutive dealing days, the Company shall be entitled at the close of business on AIM on the thirtieth consecutive dealing day to give notice to the holders of the Warrants that the Company will treat the Warrants as exercised at the Exercise Price on the date falling 21 days from the date of the notice. The Warrant holders may exercise their Warrant at any time before the date falling 21 days from the date of the notices. On automatic exercise of the Warrants, the Company will sell any Ordinary Shares that are issued on exercise and (after deducting the costs of exercise) remit the proceeds to the holder and after this time all rights under the Warrants will cease.

## 4. Purchase

The Company and its Subsidiaries shall have the right to purchase Warrants in the market, by tender or by private treaty or otherwise, and the Company may accept the surrender of Warrants at any time but:

(a) such purchases will be made in accordance with the rules of any stock exchange on which the Warrants are listed; and

(b) if such purchases are by tender, such tender will be available to all holders of Warrants alike.

All Warrants so purchased or surrendered shall forthwith be cancelled and shall not be available for re-issue or resale.

## 5. Undertakings

5.1 Save with the approval or consent of an Extraordinary Resolution, whilst any Warrant remains exercisable, the Company will:

(a) other than in connection with a Newco Scheme, not issue or pay up any Securities, in either case by way of capitalisation of profits or reserves, other than:

(i) by the issue of fully paid Ordinary Shares to Shareholders and other holders of shares in the capital of the Company which by their terms entitle the holders thereof to receive Ordinary Shares or other shares or securities on a capitalisation of profits or reserves; or

(ii) by the issue of Ordinary Shares paid up in full (in accordance with applicable law) and issued wholly, ignoring fractional entitlements, in lieu of the whole or part of a cash dividend; or

(iii) by the issue of fully paid share capital (other than Ordinary Shares) to the holders of share capital of the same class and other holders of shares in the capital of the Company which by their terms entitle the holders thereof to receive share capital (other than Ordinary Shares); or

(iv) by the issue of Ordinary Shares or any share capital to, or for the benefit of, any employee or former employee, director or executive holding or formerly holding executive office of the Company or any of its Subsidiaries or any associated company or to trustees or nominees to be held for the benefit of any such person, in any such case pursuant to an employee, director or executive share or option scheme whether for all employees, directors or executives or any one or more of them,

unless, in any such case, the same constitutes a Capital Distribution or otherwise gives rise (or would, but for the provisions of Condition 2.7 relating to roundings or the carry forward of adjustments, give rise) to an adjustment to the Exchange Price;

5.2 not modify the rights attaching to the Ordinary Shares with respect to voting, dividends or liquidation nor issue any other class of share capital carrying any rights which are more favourable than the rights attaching to the Ordinary Shares but so that nothing in this Condition 5.2 shall prevent:

(a) the issue of share capital to employees or former employees or directors (including directors holding or formerly holding executive office or the personal service company of any such person) (or the spouse or relative of any such person) whether of the Company or any of its Subsidiary or associated companies by virtue of their office or employment pursuant to any employees' share scheme as defined in the Bye-laws of the Company now in existence or which may in the future be approved by the Company in general meeting; or

(b) any consolidation, reclassification or subdivision of the Ordinary Shares; or

(c) any modification of such rights which is not, in the opinion of a Financial Adviser, materially prejudicial to the interests of the holders of the Warrants; or

(d) any issue of share capital where the issue of such share capital results, or would, but for the provisions of Condition 2.7 relating to roundings or the carry forward of adjustments or the fact that the consideration per Ordinary Share receivable therefore is at least 95 per cent. of the Current Market Price per Ordinary Share, otherwise result, in an adjustment to the Exchange Price; or

(e) without prejudice to any rule of law or legislation, the conversion of Ordinary Shares into, or the issue of any Ordinary Shares in, uncertificated form (or the conversion of Ordinary Shares in uncertificated form to certificated form) or the amendment of the Bye-laws to enable title to securities (including Ordinary Shares) to be evidenced and transferred without a written instrument or any other alteration to the Bye-laws made in connection with the matters described in this Condition 5.2(e) or which is supplemental or incidental to any of the foregoing (including any amendment made to enable or facilitate procedures relating to such matters and any amendment dealing with the rights and obligations of holders of securities, including Ordinary Shares, dealt with under such procedures); or

(f) any issue of share capital or modification of rights attaching to the Ordinary Shares, where prior thereto the Company shall have instructed a Financial Adviser to determine what (if any) adjustments should be made to the Exchange Price as being fair and reasonable to take account thereof and such Financial Adviser shall have determined either that no adjustment is required or that an adjustment resulting in a decrease in the Exchange Price is required and, if so, the new Exchange Price as a result thereof and the basis upon which such adjustment is to be made and, in any such case, the date on which the adjustment shall take effect (and so that the adjustment shall be made and shall take effect accordingly);

5.3 procure that no Securities (whether issued by the Company or any Subsidiary of the Company or procured by the Company or any Subsidiary of the Company to be issued or issued by any other person pursuant to any arrangement with the Company or any Subsidiary of the Company) issued without rights to convert into, or exchange or subscribe for, Ordinary Shares shall subsequently be granted such rights exercisable at a consideration per Ordinary Share which is less than 95 per cent. of the Current Market Price per Ordinary Share at the close of business on the last dealing day preceding the date of the first public announcement of the proposed inclusion of such rights unless the same gives rise (or would, but for the provisions of Condition 2.7 relating to roundings or the carry forward of adjustments, give rise) to an adjustment to the Conversion Price and that at no time shall there be in issue Ordinary Shares of differing nominal values save where such Ordinary Shares have the same economic rights;

5.4 not make any issue, grant or distribution or take any other action if the effect thereof would be that, on the exercise of Exchange Rights, Ordinary Shares could not, under any applicable law then in effect, be legally issued as fully paid;

5.5 not reduce its issued share capital, share premium account or any uncalled liability in respect thereof, or any non-distributable reserves, except:

(a) pursuant to the terms of issue of the relevant share capital; or

(b) by means of a purchase or redemption of share capital of the Company to the extent permitted by applicable law; or

(c) as permitted by the Bermuda Companies Act; or

(d) where the reduction does not involve any distribution of assets; or

(e) solely in relation to a change in the currency in which the nominal value of the Ordinary Shares is expressed; or

(f) to create distributable reserves; or

(g) pursuant to a Newco Scheme; or

(h) by way of transfer to reserves as permitted under applicable law; or

(i) where the reduction is permitted by applicable law and the Company is advised by a Financial Adviser, acting as expert, that the interests of the Warrant holders will not be materially prejudiced by such reduction; or

(j) where the reduction is permitted by applicable law and results in (or would, but for the provisions of Condition 2.7 relating to roundings or the carry forward of adjustments, result in) an adjustment to the Exchange Price or is otherwise taken into account for the purposes of determining whether such an adjustment should be made.

5.6 if any offer is made to all (or as nearly as may be practicable all) Shareholders (or all (or as nearly as may be practicable all) Shareholders other than the offeror and/or any Affiliates of the offeror) to acquire the whole or any part of the issued Ordinary Shares, or if any person proposes a scheme with regard to such acquisition, give notice of such offer or scheme (other than a Newco Scheme) to all holders of any Warrants at the same time as any notice thereof is sent to the Shareholders (or as soon as practicable thereafter) that details concerning such offer or scheme may be obtained from the specified office of the Administrator and/or the Branch Registrar and, where such an offer or scheme has been recommended by the board of directors of the Company, or where such an offer has become or been declared unconditional in all respects, use all reasonable endeavours to procure that a like offer or scheme is extended to the holders of any Ordinary Shares issued during the period of the offer or scheme arising out of the exercise of the Exercise Rights by the Warrant and to the holders of the Warrants;

5.7 in the event of a Newco Scheme take (or shall procure that there is taken) all necessary action to ensure that immediately after completion of the scheme of arrangement (i) such amendments are made to these Conditions as are necessary to ensure that the Warrants may be converted into or exchanged for ordinary shares in Newco mutatis mutandis in accordance with and subject to these Conditions and the Warrant Instrument and (ii) the ordinary shares of Newco are:

(a) admitted to trading on AIM; or

(b) admitted to listing on another regulated, regularly operating, recognised stock exchange or securities market;

and are listed, quoted or dealt in any other stock exchange or securities market on which the Ordinary Shares may then be listed or quoted or dealt in;

5.8 use its reasonable endeavours to ensure that the Ordinary Shares issued upon exercise of Exercise Rights will, as soon as is practicable, be admitted to listing and to trading on the Relevant Stock Exchange and will be listed, quoted or dealt in, as soon as is practicable, on any other stock exchange or securities market on which the Ordinary Shares may then be listed or quoted or dealt in;

5.9 for so long as the Exercise Rights of any Warrant remain outstanding, use its reasonable endeavours to ensure that its issued and outstanding Ordinary Shares shall be admitted to listing on the Relevant Stock Exchange;

5.10 at all times reserve and keep available for issue free from pre-emptive rights out of its authorised but unissued capital sufficient authorised but unissued Ordinary Shares to enable the exercise of an Exercise Right, and all rights of subscription for Ordinary Shares, to be satisfied in full. When issued, such Ordinary Shares shall be validly issued and fully paid and free from all encumbrances. The Company shall take all such actions as may be necessary to ensure that such Ordinary Shares may be so issued without violation of any applicable law or government regulation or any requirements of any Relevant Stock Exchange;

5.11 not exercise any right or make any election hereunder if the performance of any obligation of the Company arising from such exercise or election would constitute a breach of any document to which the Company is party and, if the Company is required to obtain any consents or permissions for the performance of such obligations, the Company will obtain such consents or permissions prior to the exercise of such right or the making of such election.

## 6. Replacement of certificates

The provisions of the Bye-laws relating to lost certificates shall apply mutatis mutandis to the Warrants as if they were Ordinary Shares.

## 7. Modification of rights

Subject to the existing rights of the holders of Ordinary Shares, all or any of the rights for the time being attached to the Warrants and all or any of these terms and conditions may from time to time (whether or not the Company is being wound up) be altered or abrogated with the sanction of an Extraordinary Resolution. All the provisions of the Bye-laws of the Company as to general meetings shall apply mutatis mutandis as though the Warrants were a class of shares forming part of the capital of the Company, but so that:

(a) the necessary quorum shall be the holders (present in person or by proxy) of one-third of the outstanding Warrants;

(b) every holder of a Warrant present in person at any such meeting shall be entitled on a show of hands to one vote and every such holder present in person or by proxy shall be entitled on a poll to one vote for each ordinary share for which he is entitled to subscribe;

(c) any holder of a Warrant present in person or by proxy may demand or join in demanding a poll; and

(d) if at any adjourned meeting a quorum as above defined is not present, the holder or holders of Warrants then present in person or by proxy shall be a quorum.

Any such alteration or abrogation approved as aforesaid shall be effected by deed poll executed by the Company and expressed to be supplemental to the Warrant Instrument. Modifications to the Warrant Instrument which are of a formal, minor or technical nature, or made to correct a manifest error, and which do not adversely affect the interests of the holders of the Warrants, may be effected, without the sanction of an Extraordinary Resolution, by deed poll executed by the Company and expressed to be supplemental to the Warrant Instrument and notice of such alteration or abrogation or modification shall be given by the Company to the holders of the Warrants.

## 8. Restrictions on Issue and Transfer

Notwithstanding any other provision of the Warrant Instrument, no issue or transfer of any Warrant shall be made in violation of the Bye-laws of the Company or (where required) without the approval of the Bermuda Monetary Authority.

## 9. Notices and information

9.1 The provisions of the Bye-laws relating to the giving of notices shall apply mutatis mutandis to the Warrants as if they were Ordinary Shares.

9.2 The Company will, concurrently with the issue of the same to the holders of the Ordinary Shares, send to each holder of a Warrant (or, in the case of joint holders, to the first-named) a copy of each published annual report and accounts of the Company (or such abbreviated or summary financial statement sent to holders of ordinary shares in lieu thereof), together with all documents required by law to be annexed thereto, and a copy of every other statement, notice or circular issued by the Company to holders of Ordinary Shares.

## 10. Governing law

The Warrants are governed by, and shall be construed in accordance with, Bermuda law.

## 11. Definitions

In these Conditions, unless otherwise provided:

| | |
|---|---|
| "Affiliate" | means, with respect to any specified person, a person that directly or indirectly controls, is controlled by or is under the common ownership with such person. |
| "AIM" | means the AIM market of London Stock Exchange plc. |
| "Bermuda Companies Act" | means the Companies Act, 1981 of Bermuda, as amended. |
| "Business Day" | means any day on which AIM and banks in London and Bermuda are open for business. |
| "Bye-Laws" | means the bye-laws of the Company, as amended from time to time. |
| "Capital Distribution" | means any Dividend which is expressed or declared by the Company to be a capital distribution, extraordinary dividend, extraordinary distribution, special dividend, special distribution or return of value to shareholders of the Company or any analogous or similar term, including without limitation any payment in respect of a capital reduction (not including a purchase by the Company of its own shares into treasury) and includes a purchase or redemption or buy back of share capital of the Issuer by the Issuer or any of its Subsidiaries (including of any depositary or other receipts or certificates representing Ordinary Shares) where the weighted average price per Ordinary Share (before expenses) on any one day (a "Specified Share Day") in respect of such purchases or redemptions or buy backs exceeds by more than 5 per cent. the average of the closing prices of the Ordinary Shares on the Relevant Stock Exchange (as published by or derived from the Relevant Stock Exchange) on the five dealing days immediately preceding the Specified Share Day or, where an announcement has been made of the intention to purchase, redeem or buy back Ordinary Shares at some future date at a specified price, on the five dealing days immediately preceding the date of such announcement, to the extent that the aggregate price paid (before expenses) in respect of such Ordinary Shares purchased, redeemed or bought back by the Issuer or, as the case may be, any of its Subsidiaries (translated where appropriate into the Relevant Currency as provided above) exceeds the product of (i) 105 per cent. of the average closing price of the Ordinary Shares determined as aforesaid and (ii) the number of Ordinary Shares so purchased, redeemed or bought back. |
| "Cash Capital Distribution" | means any Capital Distribution which is to or may be paid or made in cash (in whatever currency). |
| "Change of Control" | means an offer made to all (or as nearly as may be practicable all) Shareholders (or all (or as nearly as may be practicable all) such Shareholders other than the offeror and/or any Affiliate of the offeror (as defined in the Bermuda Companies Act)) to acquire all or a majority of the issued ordinary share capital of the Company or if any person proposes a scheme with regard to such acquisition (other than an Exempt Newco Scheme) and (such offer or scheme having become or been declared unconditional in all respects) the right to cast more than |

50 per cent. of the votes which may ordinarily be cast on a poll at a general meeting of the Company has or will become unconditionally vested in the offeror and/or any such parties as aforesaid or otherwise obtains the control (however achieved) to direct or cause the direction of the management and policies of the Company.

**"Change of Control Notice"** has the meaning provided in Condition 2.8.

**"Change of Control Period"** means the period commencing on the occurrence of the Change of Control and ending 30 days following the Change of Control or, if later, 30 days following the date on which a Change of Control Notice as required by Condition 2.8 is given.

**"Current Market Price"** means, in respect of an Ordinary Share at a particular date, the average of the Volume Weighted Average Price of an Ordinary Share for the five consecutive dealing days ending on the dealing day immediately preceding such date; provided that if at any time during the said five-dealing-day period the Volume Weighted Average Price shall have been based on a price ex-Dividend (or ex- any other entitlement) and during some other part of that period the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum- any other entitlement), then:

(a) if the Ordinary Shares to be delivered do not rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price of an Ordinary Share on the dates on which that price shall have been based on a price cum-Dividend (or cum- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the date of first public announcement of such Dividend (or entitlement); or

(b) if the Ordinary Shares to be issued or transferred and delivered do rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price of an Ordinary Share on the dates on which that price shall have been based on a price ex-Dividend (or ex- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the date of first public announcement of such Dividend (or entitlement),

and provided further that if on each of the said five dealing days the Volume Weighted Average Price of an Ordinary Share shall have been based on a price cum- a payment in respect of a Dividend (or cum- any other entitlement) which has been declared or announced but the Ordinary Shares to be issued or transferred and delivered do not rank for that Dividend (or other entitlement) the Volume Weighted Average Price on each of such dates shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the date of the first public announcement of such Dividend or entitlement, and provided further that, if the Volume Weighted Average Price of an Ordinary Share is not available on one or more of the said five dealing days (disregarding for this purpose proviso (a) to the definition of Volume Weighted Average Price), then the average of such Volume Weighted Average Prices which are available in that five-dealing-day period shall be used (subject to a minimum of two such prices) and if only one, or no, such Volume Weighted Average Price is available in the relevant period the Current Market Price shall be determined in good faith by a Financial Adviser.

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| "dealing day" | means a day on which the Relevant Stock Exchange or relevant stock exchange or securities market is open for business (other than a day on which the Relevant Stock Exchange or relevant stock exchange or securities market is scheduled to or does close prior to its regular weekday closing time). |
| "Dividend" | means any dividend or distribution to Shareholders pursuant to section 54 of the Bermuda Companies Act (including a Spin-Off) whether of cash, assets or other property, and however described and whether payable out of share premium account, profits, retained earnings, contributed surplus or any other capital or revenue reserve or account (and for these purposes a distribution of assets includes without limitation an issue of Ordinary Shares or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves). |
| "Exempt Newco Scheme" | means a Newco Scheme where immediately after completion of the relevant Scheme of Arrangement, the ordinary shares of Newco are (1) admitted to trading on the Relevant Stock Exchange or (2) admitted to listing on such other regulated, regularly operating, recognised stock exchange or securities market as the Company or Newco may determine. |
| "Exercise Date" | has the meaning provided in Condition 2.2. |
| "Exercise Notice" | means a notice of exercise in the form required by Condition 2.2(a)(i). |
| "Exercise Period" | means the period during which Exercise Rights may be exercised by a Warrant holder pursuant to Condition 2.1. |
| "Exercise Price" | has the meaning provided in Condition 2.1. |
| "Exercise Right" | has the meaning provided in Condition 2.1. |
| "Extraordinary Resolution" | means a resolution passed at a meeting of holders of the Warrants duly convened and passed by a majority consisting of not less than three quarters of the votes cast, whether on a show or hands or on a poll. |
| "Fair Market Value" | means, with respect to any property on any date, the fair market value of that property as determined in good faith by a Financial Adviser provided that (i) the Fair Market Value of a Cash Dividend shall be the amount of such Cash Dividend, (ii) the Fair Market Value of any other cash amount shall be the amount of such cash, (iii) where Spin-Off Securities, options, warrants or other rights are publicly traded in a market of adequate liquidity (as determined by a Financial Adviser), the fair market value (a) of such Spin-Off Securities shall equal the arithmetic mean of the daily Volume Weighted Average Prices of such Spin-Off Securities and (b) of such options, warrants or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants or other rights, in the case of both (a) and (b) during the period of five trading days on the relevant market commencing on such date (or, if later, the first such trading day such Spin-Off Securities options, warrants or other rights are publicly traded), (iv) where Spin-Off Securities, options, warrants or other rights are not publicly traded (as aforesaid), the Fair Market Value of such Spin-Off Securities, options, warrants or other rights shall be determined in good faith by a Financial Adviser, on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per Ordinary Share, the dividend yield of an Ordinary Share, the volatility of such market price, prevailing interest rates and the terms of such Spin-Off Securities, options, warrants or other rights, including as to the expiry date and exercise price (if any) thereof. Such amounts shall, in the case of (i) be translated into the Relevant Currency (if declared or paid or payable in a currency other than the Relevant Currency) at the rate of |

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| | exchange used to determine the amount payable to Shareholders who were paid or are to be paid or are entitled to be paid the Cash Dividend in the Relevant Currency and shall, in any other case, be translated into the Relevant Currency (if expressed in a currency other than the Relevant Currency) at the Prevailing Rate on that date (or if no such rate is available on that date the equivalent rate on the immediately preceding date on which such a rate is available). Additionally in the case of (i) and (ii) any withholding or deduction required to be made on account of tax and any associated tax credit shall be disregarded. |
| "Financial Adviser" | means an investment bank of international repute appointed by the Company. |
| "Newco Scheme" | means a scheme of arrangement or analogous proceeding ("Scheme of Arrangement") which effects the interposition of a limited liability company ("Newco") between the Shareholders of the Company immediately prior to the scheme of arrangement (the "Existing Shareholders") and the Company; provided that only ordinary shares of Newco are issued to Existing Shareholders, that immediately after completion of the Scheme of Arrangement the only shareholders of Newco are the Existing Shareholders, that Newco is the only shareholder of the Company, that all Subsidiaries of the Company immediately prior to the scheme of arrangement (other than Newco, if Newco is then a Subsidiary of the Company) are Subsidiaries of the Company (or of Newco) immediately after the scheme of arrangement and that the Company (or Newco) holds, directly or indirectly, the same percentage of the share capital of those Subsidiaries as was held by the Company immediately prior to the scheme of arrangement. |
| "Non-Cash Capital Distribution" | means any Capital Distribution which is not a Cash Capital Distribution, and shall include a Spin-Off. |
| "Ordinary Shares" | means fully paid ordinary shares in the capital of the Company currently with a par value of £0.01 each. |
| "person" | includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity). |
| "Relevant Stock Exchange" | means AIM or, if at the relevant time the Ordinary Shares are not at that time listed on AIM, the principal stock exchange or securities market on which the Ordinary Shares are then listed, admitted to trading or quoted or dealt in. |
| "Retroactive Adjustment" | has the meaning provided in Condition 2.4. |
| "Securities" | means any securities (including, without limitation, Ordinary Shares) or options, warrants or other rights to subscribe for or purchase or acquire Ordinary Shares. |
| "Shareholders" | means the holders of Ordinary Shares. |
| "Specified Date" | has the meaning provided in Conditions 2.3(g) and 2.3(h). |
| "Spin-Off" | means:<br>(a) a distribution of Spin-Off Securities by the Company to Shareholders as a class; or<br>(b) any issue, transfer or delivery of any property or assets (including cash or shares or securities of or in or issued or allotted by any entity) by any entity (other than the Company) to Shareholders as a class or, in the case of or in connection with a Newco Scheme, Existing Shareholders as a class (but excluding the issue and allotment of ordinary shares by Newco to Existing Shareholders as a class), pursuant in each case to any arrangements with the Company or any of its Subsidiaries. |

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| **"Spin-Off Securities"** | means the share capital of an entity other than the Company or options, warrants or other rights to subscribe for or purchase such share capital of an entity other than the Company. |
| **"Subsidiary"** | has the meaning provided in Section 86(1) of the Bermuda Companies Act. |
| **"Volume Weighted Average Price"** | means, in respect of an Ordinary Share, Security or, as the case may be, Spin-Off Security on any dealing day, the order book volume-weighted average price of an Ordinary Share, Security or, as the case may be, Spin-Off Security published by or derived (in the case of an Ordinary Share) from the AIM prices page under the ticker for the Company or (in the case of a Security (other than an Ordinary Share) or Spin-Off Security) from the principal stock exchange or securities market on which such Security or Spin-Off Security is then listed or quoted or dealt in, if any or, in any such case, such other source as shall be determined to be appropriate by a Financial Adviser on such dealing day, provided that, if on any such dealing day such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an Ordinary Share, Security or Spin-Off Security, as the case may be, in respect of such dealing day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding dealing day on which the same can be so determined |
| **"Warrant holder"** and **"holder"** | mean, in relation to a Warrant, the person in whose name the Warrant is registered in the Warrant Register. |
| **"Warrant Register"** | has the meaning provided in Condition 1. |

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

References to any issue or offer or grant to Shareholders or Existing Shareholders "as a class" or "by way of rights" shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders or Existing Shareholders, as the case may be, other than Shareholders or Existing Shareholders, as the case may be, to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

In making any calculation or determination of Current Market Price or Volume Weighted Average Price, such adjustments (if any) shall be made as a Financial Adviser considers appropriate to reflect any consolidation or sub-division of the Ordinary Shares or any issue of Ordinary Shares by way of capitalisation of profits or reserves, or any like or similar event.

For the purposes of Conditions 2.2, 2.3, 2.4, 2.9 and Condition 5 only, (a) references to the "issue" of Ordinary Shares shall include the transfer and/or delivery of Ordinary Shares, whether newly issued and allotted or previously existing or held by or on behalf of the Company or any of its Subsidiaries, and (b) Ordinary Shares held by or on behalf of the Company or any of its respective Subsidiaries (and which, in the case of Condition 2.3(d) and 2.3(f), do not rank for the relevant right or other entitlement) shall not be considered as or treated as "in issue".

# PART 4

## Accountants' Report on the Company

KPMG Audit Plc
8 Salisbury Square
London
EC4Y 8BB
United Kingdom

The Directors
Oakley Capital Investments Limited
11 Harbour Road
Paget PG01
Bermuda

30 July 2007

Dear Sirs

### Oakley Capital Investments Limited (the "Company")

We report on the financial information set out on page 57 of this document. This financial information has been prepared for inclusion in the AIM Admission Document dated 30 July 2007 of Oakley Capital Investments Limited on the basis of the accounting policies set out in Note 1. This report is required by Paragraph (a) of Schedule Two of the AIM Rules for Companies and is given for the purpose of complying with that paragraph and for no other purpose.

### Responsibilities

The Directors of the Company are responsible for preparing the financial information on the basis of preparation set out in note 1 to the financial information and in accordance with accounting principles generally accepted in the United States of America.

It is our responsibility to form an opinion on the financial information and to report our opinion to you.

Save for any responsibility arising under Paragraph (a) of Schedule Two of the AIM Rules for Companies to any person as and to the extent there provided, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Schedule Two of the AIM Rules for Companies, consenting to its inclusion in the Admission Document.

### Basis of opinion

We conducted our work in accordance with Standards for Investment Reporting issued by the Auditing Practices Board in the United Kingdom. Our work included an assessment of evidence relevant to the amounts and disclosures in the financial information. It also included an assessment of the significant estimates and judgments made by those responsible for the preparation of the financial information and whether the accounting policies are appropriate to the entity's circumstances, consistently applied and adequately disclosed.

We planned and performed our work so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial information is free from material misstatement whether caused by fraud or other irregularity or error.

### Opinion

In our opinion the financial information gives, for the purposes of the AIM Admission Document dated 30 July 2007, a true and fair view of the state of affairs of Oakley Capital Investments Limited as at the date stated and of its result and cash flows for the period then ended in accordance with the basis of preparation set out in note 1 and in accordance with the applicable financial reporting framework as described in note 1(a).

## Declaration

For the purposes of Paragraph (a) of Schedule Two of the AIM Rules for Companies we are responsible for this report as part of the AIM Admission Document and declare that we have taken all reasonable care to ensure that the information contained in this report is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import. This declaration is included in the AIM Admission Document in compliance with Schedule Two of the AIM Rules for Companies.

Yours faithfully

KPMG Audit Plc

## Statutory information

The Company was incorporated on 28 June 2007 with limited liability under the Bermuda Companies Act 1981, as amended.

## Financial information

### PROFIT AND LOSS ACCOUNT FOR THE PERIOD ENDED 30 JUNE 2007

The Company did not trade during the period from its incorporation to 30 June 2007 nor were there any other recognised gains or losses in that period. Consequently, the Company has made neither a profit or loss and therefore no income statement has been prepared.

### BALANCE SHEET AS AT 30 JUNE 2007

| | *£'000* |
|---|---|
| **Current Assets** | |
| Debtors | — |
| **Net Current Assets** | — |
| **Net Assets** | — |
| **Capital and Reserves** | |
| Called up share capital | — |
| Share premium | — |
| | — |

### CASH FLOW STATEMENT

For the period from incorporation on 28 June 2007 to 30 June 2007, the Company did not receive or expend any cash and therefore no cash flow statement has been prepared.

### NOTES TO THE FINANCIAL INFORMATION

#### 1. Accounting Policies

#### (a) Statement of compliance

The non-statutory financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

#### (b) Basis of preparation

The non-statutory financial statements have been prepared under the historical cost convention and were authorised for issue by the Directors on 16 July 2007.

#### 2. Share Capital

| | |
|---|---|
| **Authorised:** | 200,000,000 shares of £0.01 each |
| **Allotted, issued and fully paid:** | 1 ordinary share of £0.01 each |

The authorised share capital of the Company on incorporation was $1,000 divided into 1,000 shares of par value $1.00 each. On incorporation, 1 Ordinary Share of par value $1.00 was issued to Codan Trust Company Limited (the "Initial Subscriber"). The currency denomination of the Company's authorised share capital was subsequently changed from US Dollars to Euros, the shares were subdivided and the authorised share capital increased to €2,500,000 divided into 250,000,000 shares of par value €0.01 each all on 3 July 2007. The currency denomination of the Company's authorised share capital was further changed from Euros to Sterling, the shares were consolidated, divided and redenominated and the authorised share capital increased to £2,000,000 divided into 200,000,000 shares of par value 1 pence all on 16 July 2007. After consolidation, division and subsequent issue on 16 July 2007, the Initial Subscriber is currently the registered shareholder of 1 Ordinary Share of par value 1 pence. This Ordinary Share will be made available, under the terms of the Placing. The Placing Price of £1.00 per Ordinary Share represents a premium of 99 pence to the nominal value of an Ordinary Share issued under the Placing.

#### 3. Share Premium

| | *£'000* |
|---|---|
| Balance at 28 June 2007 | — |
| Premium on issue of Ordinary Share | — |
| Balance at 30 June 2007 | — |

# PART 5

# Taxation

## 1. Taxation

The following summary is based on the Company's understanding of certain aspects of the law and practice currently in force in Bermuda and the United Kingdom on the date of this document, which are subject to change, possibly with retroactive effect. There can be no guarantee that the tax position or proposed tax position at the date of this document or at the time of an investment will endure indefinitely.

The information provided in this section is for guidance only and does not constitute advice to any person and should not be relied upon as such. Investors should consult their professional advisers on the possible tax and other consequences of their subscribing for, purchasing, holding, selling or redeeming Shares or Placing Warrants under the laws of their country of incorporation, establishment, citizenship, residence and/or domicile or any other form of presence for tax purposes. The statements below may not apply to certain classes of persons such as dealers in securities, broker-dealers, insurance companies and collective investment schemes.

*General*

The information below, which relates only to Bermuda and United Kingdom taxation, summarises the legislation applicable to the Company and to persons who are resident or principally resident in Bermuda and resident or ordinarily resident in the United Kingdom for taxation purposes and who hold Shares or Placing Warrants as an investment. It is based on current UK and Bermuda revenue law and published practice, respectively, which law or practice is, in principle, subject to any subsequent changes therein. Any change in the Company's tax status or applicable tax legislation could have a negative effect on the Company's financial condition or prospects. Such change could affect the value of any investments held by the Company or affect the Company's ability to implement its investment objective effectively.

**If you are in any doubt about your tax position, you should consult your professional adviser. You should also consult your professional adviser if you are or may be subject to tax in a jurisdiction other than the United Kingdom or Bermuda.**

*Bermuda*

Under present Bermuda law, no Bermuda withholding tax on dividends or other distributions, nor any Bermuda tax computed on profits or income or on any capital asset, gain or appreciation, will be payable by an exempted company or its operations, nor is there any Bermuda tax in the nature of estate duty or inheritance tax applicable to shares, debentures or other obligations of any exempted company held by non-residents of Bermuda.

The Company is exempt from all stamp duties except on transactions involving "Bermuda property". This term relates, essentially, to real and personal property physically situated in Bermuda (and excludes the shares of the other exempted companies). Transfers of Ordinary Shares and Placing Warrants in the Company are also exempt from stamp duty in Bermuda. As a general rule, transfers of shares and warrants in all exempted companies are exempt from Bermuda stamp duty.

In addition, the Company was granted a tax assurance certificate on 11 July 2007 by the Minister of Finance at the Government of Bermuda under the Exempted Undertakings Tax Protection Act 1966 which exempts the Company until 28 March 2016, from any Bermuda tax computed on profits or income or on any capital asset, gain, appreciation, or any tax in the nature of estate duty or inheritance tax (apart from the application of any such tax or duties on such persons as are ordinarily resident in Bermuda and apart from taxes on land in Bermuda owned by or leased to the Company).

Though incorporated in Bermuda, the Company is classified as non-resident in Bermuda for exchange control purposes, and, as such, is free to acquire, to hold and to sell any foreign currency or other assets (other than property situated in Bermuda) without restriction. The issue and transfer of Ordinary Shares (and Placing Warrants) of the Company between persons regarded as resident outside Bermuda for exchange control purposes may be effected without specific concern under the Bermuda Exchange Control Act 1972 and the regulations made thereunder for so long as Ordinary Shares (and Placing Warrants) are listed on AIM.

The Company may be subject to taxation or withholding taxes in other countries with respect to investments made in those countries.

Prospective applicants for Shares and Placing Warrants should consult their own advisers as to the particular tax consequences of their proposed investment in the Company.

*United Kingdom*

(i) *The Company*

The Directors intend that the affairs of the Company should be managed and conducted so that it does not become resident in the United Kingdom for United Kingdom taxation purposes. Accordingly, and provided that the Company does not carry on a trade in the United Kingdom through a permanent establishment, the Company will not be subject to United Kingdom income tax or corporation tax on its profits other than on any United Kingdom source income. The Directors do

not intend to carry on a trading activity in the United Kingdom either directly or thorough a permanent establishment. However it cannot be guaranteed that the Company will not carry on a trading activity in the United Kingdom in the future.

On issue, the Shares and the Placing Warrants will not be treated as either 'listed' or 'quoted' securities for tax purposes. Provided that the Company remains one which does not have any of its shares or other securities quoted on a recognised stock exchange (which for these purposes does not include AIM), the shares and the Placing Warrants should continue to be treated as unquoted securities.

Certain interest and other income received by the Company which has a United Kingdom source may be subject to withholding taxes in the United Kingdom.

*Shareholders and Warrantholders*

(b) *UK Shareholders and Warrantholders*

Shareholders who are resident in the United Kingdom for tax purposes may, depending on their circumstances, be liable to United Kingdom income tax or corporation tax in respect of dividends paid by the Company. The following statements refer to a Shareholder who acquires and holds shares as an investment.

(i) Dividends received by an individual Shareholder who is resident or ordinarily resident in the United Kingdom for taxation purposes will be chargeable to income tax.

Individual Shareholders who are liable to income tax at no more than the basic rate, will be liable to income tax on the dividend received at the rate of 10 per cent. Individual Shareholders who are liable to income tax at the higher rate will be liable to income tax at the rate of 32.5 per cent. of the dividend received. From 6 April 2008 a dividend will also carry a tax credit of one month of the dividend for individuals holding less than 10 per cent of the Shares and receiving less than £5,000 of non UK dividends each year.

Any such Shareholder who is resident but not domiciled in the UK for tax purposes, will be subject to income tax at their marginal rate of tax, but only to the extent that such dividends are remitted or deemed to be remitted to the UK.

A UK resident corporate Shareholder will be liable to corporation tax on dividends received.

If a dividend payment is subject to withholding tax, a tax credit may be available in the UK.

Except in the case of a company holding directly or indirectly not less than ten (10) per cent of the share capital of the Company, no credit will be available against a Shareholder's UK taxation liability in respect of income distributions of the Company for any taxes suffered or paid by the Company on its own income.

(ii) Shareholders and Warrantholders who are resident or ordinarily resident in the UK for tax purposes and who dispose of their Shares or Placing Warrants (that they have held as investments) at a gain will ordinarily be liable to UK taxation on chargeable gains, subject to any available exemptions or reliefs (including relief against double taxation).

The exercise of the Placing Warrant will not be a disposal for capital gains tax purposes. Instead the acquisition of the Placing Warrant and the acquisition of the Shares pursuant to the exercise of the Placing Warrant will be treated as a single transaction and accordingly the cost of acquiring the Warrant will form part of the acquisition cost of the Shares.

If an individual shareholder ceases to be resident or ordinarily resident in the UK and subsequently disposes of Shares or Placing Warrants, in certain circumstances any gain on that disposal may be liable to UK capital gains tax upon that Shareholder or Warrantholder becoming once again resident or ordinarily resident in the UK.

The attention of Shareholders who are resident or ordinarily resident in the United Kingdom for taxation purposes (and who, if individuals, are also domiciled in the United Kingdom for those purposes) is drawn to the provisions of Section 13 of the Taxation of Chargeable Gains Act 1992 ("Section 13"). Section 13 applies to a "participator" in the Company for UK taxation purposes (which term includes a shareholder) if, at a time when any gain accrues to the Company which constitutes a chargeable gain for those purposes, the Company is itself controlled by a sufficiently small number of persons so as to render the Company a body corporate that would, were it to have been resident in the United Kingdom for taxation purposes, be a "close company". The provisions of Section 13 could, if applied, result in such a Shareholder being treated for the purposes of United Kingdom taxation of chargeable gains as if a part of any chargeable gain accruing to the Company had accrued to the Shareholder directly, that part being equal to the proportion of the gain that corresponds to that Shareholder's proportionate interest in the Company as a "participator" (when aggregated with the proportions attributable to persons connected with the investor). No liability under Section 13 could be incurred by such a Shareholder however, where such proportion does not exceed one tenth of the gain.

Non-UK domiciled individual Shareholders and Warrantholders (who are resident or ordinarily resident in the UK) will only be liable to UK capital gains tax to the extent that any gains on the Shares or Placing Warrants are remitted to the UK.

(iii) Prospective investors' attention is drawn to the recent changes under the Finance Bill 2007 in relation to the definition of "offshore funds" for the purposes of the "offshore funds legislation" in Chapter V of Part XVII of the Income and Corporation Taxes Act 1988 of the United Kingdom (the "Taxes Act"). The Company may be regarded as an "offshore fund", if the new legislative definition is strictly construed.

In the circumstances, if HM Revenue and Customs successfully determines that by subscribing for the Shares and Placing Warrants, an investor who is resident or ordinarily resident in the United Kingdom for taxation purposes holds a "material interest" in an overseas company that constitutes an "offshore fund" and that the Company does not qualify as a "distributing fund" throughout the period during which the investor holds that interest, any gain accruing to the investor upon the sale, redemption or other disposal of that interest (which may include redemption by the Company as a result of a deficit subscription by a Shareholder or an *in specie* redemption) will be taxed at the time of such sale, redemption or disposal as income and not as a capital gain.

However, on the basis that the Manager is of the view that the investors should not reasonably expect a return on their investment based on the net asset value of the Company within a period of seven years from the date of the investment, there is a good argument that UK resident and domiciled investors will not acquire a "material interest" in the Company (for the purpose of the offshore funds legislation) and accordingly the legislation should not apply.

(iv) Individual investors ordinarily resident in the UK for tax purposes should note that Chapter 2 Part 13 of the UK Income Tax Act 2007 may render them liable to income tax in respect of undistributed income or profits of the Company. These provisions are aimed at preventing the avoidance of income tax by individuals through a transaction resulting in the transfer of assets or income to persons (including companies) resident or domiciled abroad and may render them liable to income tax in respect of undistributed income or profits of the Company on an annual basis.

This legislation will, however, not apply if such an investor can satisfy HM Revenue and Customs that either:

(A) it would not be reasonable to draw the conclusion from the facts and circumstances that avoiding liability to UK taxation was the purpose or one of the purposes of their investment in the Company; or

(B) the investment was a bona fide commercial transaction and that it would not be reasonable to draw the conclusion that the investment (or any related transaction) was more than incidentally designed for the purpose of avoiding UK taxation.

(c) *Non-UK Shareholders and Warrantholders*

Shareholders and Warrantholders who are not resident or ordinarily resident in the United Kingdom but carry on a trade, profession or vocation through a branch, agency or fixed place of business in the United Kingdom, may be liable to United Kingdom taxation on chargeable gains on any gain on a disposal of their Shares or Placing Warrants, if the Shares are, or have been held, used or acquired for the purposes of that trade, profession or vocation or for the purposes of that branch, agency or fixed place of business.

(d) *UK Individual Savings Accounts and Personal Equity Plans*

Shares and Placing Warrants in the Company will not be eligible to be held in the stocks and shares component of an ISA or an existing PEP.

(e) *UK Self-invested Personal Pension Schemes ("SIPPs")*

The Personal Pension Scheme (Restriction on Discretion to Approve) (Permitted Investments) Regulations 2001 provide that investments which may be held directly or indirectly for the purposes of a SIPP include shares which are dealt with on AIM.

(f) *UK Stamp Duty*

No stamp duty or Stamp Duty Reserve Tax ("SDRT") should be payable on the issue of the Shares or Placing Warrants.

The share register and warrant register will be kept outside the UK and so no charge to SDRT should arise on any agreement to transfer Shares or Placing Warrants but transfers of depositary interests representing the Shares and Placing Warrants will give rise to a charge to SDRT for the transferee of 0.5 per cent. of the consideration paid for the transfer.

A charge to stamp duty would arise on the transfer of shares or other securities if the document of transfer is executed in the UK or there is a matter or thing to be done in the UK. Where a charge to stamp duty arises this will be at 0.5 per cent of the consideration given and this will normally be paid by the purchaser.

(v) *Other United Kingdom tax considerations*

United Kingdom resident companies having an interest in the Company, such that 25 per cent. or more of the Company's profits for an accounting period could be apportioned to them, may be liable to United Kingdom corporation tax in respect of their share of the Company's undistributed profits, if any, in accordance with the provision of Chapter IV of Part XVII of the Taxes Act relating to controlled foreign companies. These provisions only apply if the Company is controlled by United Kingdom residents.

Individuals ordinarily resident in the United Kingdom should note that Chapter III of Part XVII of the Taxes Act, which contains provisions for preventing avoidance of income tax by transactions resulting in the transfer of income to persons (including companies) abroad, may render them liable to taxation in respect of any undistributed income and profits of the Company.

The attention of United Kingdom Shareholders resident or ordinarily resident and, if an individual, domiciled in the United Kingdom, is drawn to the provisions of Section 13 of the Taxation of Chargeable Gains Act 1992 under which, in certain circumstances, a portion of capital gains made by the Company can be attributed to a Shareholder who holds, alone or together with associated persons, more than 10 per cent. of the Shares. This applies if the Company is a close company for the purposes of United Kingdom taxation.

(vi) *Shareholders resident in other jurisdictions*

In view of the number of different jurisdictions the laws of which may be applicable to Shareholders and Warrantholders, no attempt is made in this document to summarise the possible tax consequences of the acquisition, holding or disposal of Shares or Placing Warrants. Investors should consult their professional advisor on the possible tax, exchange control or other consequences of buying, holding, selling or redeeming Shares or Placing Warrants under the laws of their country of citizenship, residence or domicile.

If any Shareholder or Warrantholder is in doubt as to his taxation position, he is strongly recommended to consult an independent professional adviser without delay.

*General*

The receipt of dividends (if any) by Shareholders or Warrantholders, the repurchase or transfer of Shares or Placing Warrants and any distribution on a winding-up of the Company may result in a tax liability for the Shareholders and/or Warrantholders according to the tax regime applicable in their various countries of incorporation, establishment, residence, citizenship and/or domicile or any other form of presence for tax purposes.

Shareholders and Warrantholders resident in or citizens of certain countries which have anti-offshore company legislation may have a current liability to tax on the undistributed income and gains of the Company. The Directors, the Company and each of the Company's agents shall have no liability in respect of the individual tax affairs of Shareholders and Warrantholders.

# PART 6

# Additional information

*The information in this section includes a summary of some of the provisions of the Memorandum and Bye-Laws of the Company and is provided subject to the general provisions of each of those documents.*

## 1. Incorporation and administration

1.1 The Company was incorporated with limited liability in Bermuda under the Bermuda Companies Act on 28 June 2007 with registered number 40324 as a closed-ended exempted investment company. The registered office of the Company is 11 Harbour Road, Paget PG01, Bermuda. The Company operates under the Bermuda Companies Act and ordinances and regulations made thereunder and has no subsidiaries, associated undertakings nor employees.

1.2 The Directors confirm that the Company has not traded and no accounts of the Company have been made up since its incorporation on 28 June 2007.

1.3 On incorporation the Administrator was appointed as company secretary of the Company.

1.4 Save for its entry into the material contracts listed in this Part 6 and certain non-material contracts, since its incorporation the Company has not carried on business nor incurred borrowings. KPMG has been the only auditor of the Company since its incorporation.

## 2. Share capital

2.1 The authorised share capital of the Company on incorporation was $1,000 divided into 1,000 shares of par value $1.00 each. On incorporation, 1 ordinary share of par value $1.00 was issued to Codan Trust Company Limited (the "Initial Subscriber"). The currency denomination of the Company's authorised share capital was subsequently changed from US Dollars to Euros, the shares were subdivided and the authorised share capital increased to €2,500,000 divided into 250,000,000 shares of par value €0.01 each. The currency denomination of the Company's authorised share capital was further changed from Euros to Sterling, the shares were consolidated, divided and redenominated and the authorised share capital increased to £2,000,000 divided into 200,000,000 shares of par value 1 pence. After the consolidation, division and redenomination the Initial Subscriber is currently the registered shareholder of 1 Ordinary Share of par value 1 pence. This Ordinary Share will be made available, under the terms of the Placing. The Placing Price of £1.00 per Ordinary Share represents a premium of 99 pence to the nominal value of an Ordinary Share issued under the Placing.

2.2 On the assumption that the Placing is fully subscribed, the authorised share capital of the Company will consist of 200,000,000 Ordinary Shares and the issued share capital of the Company will consist of 100,000,000 Ordinary Shares immediately following completion of the Placing. There will be no other securities of the Company in issue at Admission.

2.3 In accordance with the power granted to the Directors by the Bye-laws, it is expected that the Shares will be allotted pursuant to a resolution of the Board to be passed on or about 24 July 2007 conditional upon Admission. The allotment of such Shares will not be made on a pre-emptive basis. There are no provisions of Bermuda law equivalent to sections 89 to 96 Companies Act 1985 (as amended) which confer pre-emption rights on existing shareholders in connection with the allotment of equity securities for cash.

2.4 Subject to the exceptions set out in the section "Transfer of Shares" in section 5.2.8 of this Part 6, Shares are freely transferable and Shareholders are entitled to participate (in accordance with their rights specified in the Bye-laws) in the assets of the Company attributable to their Shares in a winding up of the Company or a winding up of the business of the Company. There are no different voting rights granted to the Company's major shareholders.

2.5 Save as disclosed in this paragraph 2, since the date of its incorporation, no share or loan capital of the Company has been issued or agreed to be issued, or is now proposed to be issued, either for cash or any other consideration and no commissions, discounts, brokerages or other special terms have been granted by the Company in connection with the issue or sale of any such capital and no share or loan capital of the Company is under option or has been agreed, conditionally or unconditionally, to be put under option. There are no acquisition rights or obligations over authorised but unissued capital, nor is there an undertaking to increase the Company's share capital.

2.6 On Admission, the Ordinary Shares and Placing Warrants may be traded both in certificated form, and in uncertificated form through Depositary Interests in CREST. Temporary documents of title will not be issued.

2.7 It is the current intention of the Directors that Ordinary Shares will not be allotted for less than the Net Asset Value per Share.

## 3. Directors' and other interests

3.1 None of the Directors nor any member of their respective immediate families, nor any person connected with a Director (within the meaning of section 346 of the Companies Act 1985 of England and Wales (as amended)), has any interest whether beneficial or non-beneficial in the share capital of the Company.

3.2 As at the date of this document, the Company is not aware of any person who is directly or indirectly interested in 3 per cent. or more of the Company's capital.

3.3 The aggregate remuneration and benefits in kind of the Directors in respect of the Company's accounting period ending on 31 December 2007 which will be payable out of the assets of the Company are not expected to exceed US$75,000. The Directors have been appointed pursuant to directors' letters of appointment, details of which are set out in paragraph 4 of Part 6 of this Document.

3.4 No loan has been granted to, nor any guarantee provided for the benefit of, any Director by the Company.

3.5 None of the Directors has, or has had, an interest (whether direct or indirect) in any transaction which is or was unusual in its nature or conditions or significant to the business of the Company taken as a whole or which has been effected by the Company since its incorporation.

3.6 In addition to their directorships of the Company, the Directors hold or have held the following directorships, and are or were members of the following partnerships, over or within the past five years:

*James Keyes*

*Current Directorships/Partnerships*

Absolute Performance Ltd.; Aerolab Limited; AIG Asian Infrastructure Investment Development Company, Ltd.; AIG Emerging Europe Infrastructure Management Ltd.; Al Tadamon Company Ltd.; Alder Master Trading Limited; Alpha Prime Asset Management Ltd.; Altair Investment Management Limited; Altius Capital Limited; Altius Combined Strategy Fund Limited; Appleby Corporate Services (Bermuda) Ltd.; Archipel (Bermuda) Ltd.; Argonaut Financial Services Limited; Argus Financial Limited; Argyle Limited; Ark International Limited; Atalantaf Limited; Atila Venture Capital Limited; Atila Venture Partners Ltd.; Atlantic Laboratories Limited; Avery Trust Company (Private) Ltd.; Axis Ventures Ltd.; B & P Asset Management (Bermuda) Ltd.; B.L. Carrolton Limited; BCM Master Trading Ltd.; Bermag Limited; Betal Limited; Bits Limited; Brant Point Fund International Ltd.; Brookfield Infrastructure Partners Limited; CAI Allocation Fund, Ltd.; CAI Master Allocation Fund, Ltd.; Calypso Master Fund Ltd.; Calypso Overseas, Ltd.; Cape Diversified Fund Ltd.; Cape Dynamic Fund Ltd.; Cape Opportunities Fund Ltd.; Captive Fixed Income Fund Limited, The; CapVest Group II Limited; CapVest Group Limited; Caravaggio Fund Inc.; Carruba Asset Management Ltd.; Cavendish Trustee (Private) Ltd.; Cedar Currency Fund Ltd.; Celtic Pharma GP Ltd.; City Streets Production Co. Ltd.; Cornet Trust Company (Private) Ltd.; Corona Capital Ltd.; Currency Master Trading (IKOS) Limited; CV Equity Management II Limited; CV Equity Management Limited; Denholm Hall Russia Arbitrage Fund Limited; DILOG Limited; Dolly's Bay Limited; Dryden Limited; DTC Limited; Eagle Class EMP Ltd.; Eagle Class ERA Ltd.; Eagle Class Matrix Ltd.; Eagle Matrix Fund Ltd.; Eagle Yield Enhancement Fund Ltd.; Earls Court Farm Limited; Ebury Investments Limited; EDLOW RESOURCES LIMITED; Energy Investment Ltd.; Epsilon Collections Limited; Equinoxe Alternative Investment Services Holdings Limited; FIE Investment Management, Ltd.; FIM Management Limited; Fios International Fund Limited; Fios Investments Limited; Fios Master Fund Limited; Fletcher International, Ltd.; Fletcher Investments, Ltd.; FMG Africa Fund Ltd.; FMG Bio-Med Hedge Fund Limited, The; FMG China Fund Ltd.; FMG Combo Fund Ltd.; FMG Global Fund Ltd.; FMG Hi-Tech Hedge Fund Ltd.; FMG India Fund Ltd.; FMG India Opportunity Fund Ltd.; FMG Middle East North Africa (MENA) Fund Ltd.; FMG Russia Fund Ltd.; FMG Special Opportunity Fund Ltd.; FMG US Hedge Fund Ltd.; Forexster Limited; G. H. Carrell Limited; Gauguin Trustees PVT Limited; Gentry Finance Limited; GLC Directional Fund Ltd.; GLC Directional Leveraged Fund Trading Ltd.; GLC Gestalt Fund Ltd., The; GLC Gestalt Global Fund Ltd.; GLC Gestalt Global Trading Ltd.; GLC Gestalt Trading Ltd.; GLC Global Macro Fund Ltd.; GLC Global Macro Trading Ltd.; Global China Investments Ltd.; GMO Alternative Asset SPC Ltd.; GMO Emerging Country Debt Portfolio (Offshore) Ltd.; GMO Offshore Funds I Ltd.; GMO Offshore Funds II, Ltd.; GMO Offshore Master Portfolio VI Ltd.; GMO Offshore Master Portfolios II Ltd.; GMO Offshore Master Portfolios IV Ltd.; GMO Offshore Master Portfolios Ltd.; GMO Offshore Master Portfolios V Ltd.; Great Park Investment Limited; Grenadier International Limited; Guinness Peat CH Limited; Guinness Peat International Capital Assets Ltd.; Hartford Advantage Investment Ltd.; Helios 2xL (Bermuda) Ltd.; HENLEY GROUP, LTD.; Homes-1 Limited; Huntrise Global Partners Ltd.; Integrated Performances Limited; J.E.M. Limited; Kelly Pharmaceuticals Limited; L. P. Clover Limited; Labrador Global Resources Fund Ltd.; Latitude Fund (Bermuda) Ltd.; Laysan Limited; Lend Lease Asian Retail Investment Fund 1 Ltd.; Lend Lease Asian Retail Investment Fund 2 Ltd.; Lend Lease Asian Retail Investment Fund 3 Ltd.; Lend Lease Asian Retail Investment Fund 4 Ltd.; Lend Lease Asian Retail Investment Fund 5 Ltd.; Lend Lease Asian Retail Investment Fund 6 Ltd.; Lily Pond Currency Fund, Ltd.; Lily Pond Currency Master Fund, Ltd.; Lily Pond Investors, Ltd.; Lily Pond Master Fund, Ltd.; Lime Master Fund Ltd.; Lion Capital Partners Fund 1 Limited; Lionrock Capital Limited; Lionstone Fund, Ltd; Lizard Limited; Longtail Investment Holdings Limited; Lucent Technologies Communications Limited; Lucent Technologies Europe; Lucent Technologies Holding and Finance Company Limited; Lucent Technologies Ireland Holding Limited; Luminus Energy Partners Ltd.; Luminus Energy Partners Master Fund, Ltd.; Lynx (Bermuda) Ltd.; Mackenzie Cundill Investment Management (Bermuda) Ltd.; Maitland Capital Partners Ltd.; Mallard Limited; Mapeley Beta Acquisition Co (2) Limited; Mapeley Beta Acquisition Holding Co Limited; Mapeley Beta Acquistion Co (1) Limited; Mapleridge Fund Limited; Mapleridge Fund Managers Limited; MARS Trustee (Pvt.) (Bermuda) Limited; Masco Limited; Matos International Ltd.; Matrix (Bermuda) Limited; Maximum Steady Growth Fund, Ltd.; Merganser Limited; MFL Capital Management Limited; Mid Baltic Investments Limited; Mid Ocean Isles Limited; Midsummer Investments, Ltd.; Midsummer Partners, Ltd.; Millennium Global Natural Resources Fund Limited; Millennium Global Special Situations Americas Fund Limited; Mortgaged Asset Receivables Securitisation (1) Limited; Mundipharma International Corporation Limited; Mundipharma International Holdings Limited; Mundipharma International Limited; Mundipharma Laboratories Limited; Mundipharma Research Company Limited; Nantofen Limited; NCR Services Ltd.; Nektar (Bermuda) Ltd.; North American London Underwriters, Limited; Northdale Limited; Nottingham Trading Co. Ltd.; OBEX Parity Arbitrage Fund Limited; Ocean Stars Ltd.; Omicron Collections Limited; Opal Limited; Orbex Limited; Osmium Capital Management Ltd.; Osmium Special Situations Fund Ltd.; Pearl Holdings (Bermuda) Lltd.; Performa International Convertible Bond Fund Ltd.; Performa Liquid Assets Fund Ltd; Performa Reserve Fund Ltd; PRISM Offshore Global Allocation Fund Ltd.; Providence Recovery Partners, Ltd.; Putnam Green Ltd.; Quantrarian Asia Hedge Ltd.; RCG Absolute Return Fund, Limited; Regulus Asset Management Ltd.; REL Investment Holdings Limited; Renaissance Advisory Services Limited; Renaissance Capital Asset Management Limited; Renaissance Capital Holdings Limited; Renaissance Capital International Services Limited; Renaissance Capital Investments (Bermuda) Ltd.; Renaissance Direct Investment Limited; Renaissance Financial Holdings Limited;

Renaissance Holdings Management Limited; Renaissance Securities Trading Limited; Royal Wolf Holdings Limited; S3 Global Multi-Strategy Fund Ltd.; S3 Global Multi-Strategy Master Fund Ltd.; SageCrest Holdings Limited; SageCrest Ltd.; SAMBL Limited; SCFR Limited; Sea Stars Company Limited; SEPEP Founder Limited; SGB Simurgh Master Fund Ltd.; SGB Simurgh Partners Ltd.; Shaw Trustee (Private) Limited; Sheldrake Limited; Shorobe Holdings Limited; Sico Ltd.; Silchester International Investors (Bermuda) Limited; Sinopia Master Trading Ltd.; SMN Investment Services Ltd.; Solidum Event Linked Securities Fund Limited; Solon Capital Ltd.; Spire Holdings Co. Ltd.; Stark NatCat Master Fund Ltd.; Stark NatCat Offshore Fund Ltd.; Stark Strategic Cat Fund Ltd.; Starman Bermuda Limited; Tangara Limited; Taylor Hedge Fund Limited; The Aesculapius Foundation Ltd.; The Antares European Fund Limited; The Beach Fund Limited; The Colchester Alpha Master Fund Limited; The Research Foundation Ltd.; The Rio Capital Fund Ltd.; TK International Limited; Tol Eressea Limited; Tom Pharmaceuticals Limited; Tranaut Fund Administration Limited; Transurban International Limited; Transworld Pharma Limited; Triangle Industries Ltd.; Triangle Limited; Tribe Investments Ltd.; Tricor Re Investment Fund Ltd.; Trinity Company Limited; Triton Aviation Limited; Triton Aviation Services Limited; Triton Container International Limited; Triton Investments Limited; UFJ Trustee Services Pvt. (Bermuda) Limited; Uralsib Russia Select Fund Ltd.; Valaquenta Intellectual Properties Limited; Vista Management Ltd.; WCM Master Trading Ltd.; Wellfound Limited; White River Offshore Fund Ltd.; William Frith Limited; Windward Equity Holdings V, Ltd.; Windward Funding V, Ltd.; Wolf (Bermuda) Limited; Wong's Family Trustee (Private) Ltd.; WPLP Holding Co. Ltd.; Zanett Opportunity Fund, Ltd.; AI-Diversified Strategies Fund, The; AI-Event Driven Strategies Fund, The; AI-Long/Short Strategies Fund, The; AI-Relative Value Strategies Fund, The; AI-Tactical Trading Strategies Fund, The; AIG Asian Infrastructure Management II Ltd; AIG Asian Infrastructure Management Ltd; AIG Emerging Europe Infrastructure Management Ltd.; Spartan Arbitrage Funds, SPC; Arche Fund Ltd; Argonaut Financial Services Limited; Argus Financial Limited; Atila Venture Partners Ltd; Balance (Receivable) Limited; Bermuda Capital Company Limited; Brant Point Fund International Ltd; Bright Capital DCB II Trading Limited; Bright Capital DCB Trading Ltd; Bright Capital Global Guaranteed Hedge Fund Ltd; Cadmus Multi-Strategy Fund, Ltd; Calypso Overseas Ltd; Calypso Master Fund, Ltd; Cape Diversified Fund Limited; Cape Opportunities Fund Limited; CBM Partners Ltd; Chene Holdings, Ltd; Colchester Alpha Fund (Bermuda) Limited; Colchester Alpha 3X Master Fund Limited; Colchester Alpha Master Fund Limited; Colchester Global Bond Fund Limited; Compass (Bermuda) Limited; Compass Capital Partners Limited; Coppertree Master Fund Ltd; Coppertree Mustang Fund Limited; Corporate Responsibility Fund Ltd., The; Dancrest Global Equity Fund, Ltd.; Denholm Hall Russia Arbitrage Fund Ltd; Development Initiative Limited, The; DTC Ltd; Dtect Fund Limited; Durenard Trading Limited; Eagle Class EMP Ltd; Eagle Class ERA Ltd; Eagle Class Matrix Ltd; Eagle Matrix Fund Ltd; Eagle Yield Enhancement Fund Limited; FDVG Equity Investments Limited; FDVG Low Volatility Investments Limited; FIE Investment Management, Ltd; Figaro Advisors, Ltd; FIVE Balanced Fund, Ltd; FMG Bio-Med Hedge Fund Ltd; FMG China Fund Ltd; FMG Combo Fund Ltd; FMG Diversified Bio-Med Hedge Fund Ltd; FMG Diversified Global Hedge Fund Ltd; FMG Fund Managers Limited; FMG Global Hedge Fund Ltd; FMG Hi-Tech Hedge Fund Ltd; FMG India Fund Ltd; FMG India Opportunity Fund Ltd; FMG Middle East North Africa (MENA) Ltd; FMG Rising 3 Fund Ltd; FMG Scandinavian Fund Ltd; FMG US Hedge Fund Ltd; Fios International Fund Limited; Forum International Equity Fund Ltd; GB Simurgh Partners Ltd; GLC Directional Fund Limited; GLC Directional Fund Trading Ltd; GLC Directional Leveraged Fund Trading Ltd; GLC Diversified Fund Ltd; GLC Gestalt Asia Trading Ltd; GLC Gestalt Europe Fund Ltd; GLC Gestalt Global Fund Ltd; GLC Gestalt Global Trading Ltd; GLC Gestalt Trading Ltd; Harmonic Currency Master Fund; Harmonic Fixed Income Master Fund; Harmonic Global Fund; Lime Master Fund Ltd; Lime Overseas Fund, Ltd; Lion Capital Partners Fund 2 Limited; Lion Global Master Fund Ltd; Lion Global Opportunity Fund Ltd; Long Trail (Fund) Ltd., The; Lionrock Capital Limited; Lionstone Fund Ltd; MFL Capital Management Limited; Matrix Alternative Investment Strategies Fund plc; Mapleridge Fund Limited; Mapleridge Fund Managers Limited; Mapleridge Trading Limited; Mapleridge Trading II Limited; Mercury Group Limited; Meridian Defined Return Fund, The; Meridian Global Assets Fund Ltd (formerly Edinburgh Global Asset Fund Ltd); Mid Ocean World Investments Limited; Midsummer Investment Ltd; Midsummer Partners Ltd; Millennium Global Emerging Credit Fund Limited; Millennium Global High Yield Fund Limited; Millennium Global Special Situations Americas Fund Limited; Mulvaney Global Markets Fund Ltd; OBEX Parity Arbitrage Fund; OPUS Fund International Ltd; Oakley Capital Investment Limited; PWB Institutional Value Partners, Ltd; Polar Capital Columbus Fund Limited; Polar Capital European Market Neutral ARF Limited; Polar Capital European Smaller Companies Absolute Return Fund Limited; Polar Capital Discovery Fund Limited; Polar Capital Elbrus Fund Limited; Polar Capital Global Utilities Fund Limited; Polar Capital Japan Absolute Return Fund Limited; Polar Capital Market Neutral Absolute Return Fund; Polar Capital Paragon Fund Limited; Polar Capital Paragon 2007 Fund Limited; Polar Capital Technology Absolute Return Fund Limited; RA Capital Biotech International Fund Ltd; RCG Absolute Return Fund, Limited; Rengaz Holdings Limited; RenShares Utilities Limited; Rio Capital Fund Ltd; Russia Renaissance Fund SPC; Russia Renaissance Master Fund SPC; Russian Federation First Mercantile Fund Limited; Silchester International Investors (Bermuda) Ltd; Silver Shield Fund, Ltd.; Sofa Fund Ltd; Sofa Fund Managers Ltd; Spire Master Fund Ltd; Spire Overseas Ltd; Tangent Fund Limited; Tangent Wealth Management Limited; Tol Eressea Fund NV; Trilogy Asset Management Limited; Victoria Global Fund Limited; Wolf (Bermuda) Limited.

*Past Directorships/Partnerships*

ACH-XL Portfolio Ltd.; Agora Funds Limited; Agora Global Strategies Ltd; Agora Optimal Return Fund Limited; AIG Asian Infrastructure Investment Development; Apollo Heuristic Trading Fund Limited; Beach Discretionary Fund Limited; Beach Fund Limited; Beach Systematic Fund Limited; Beach Systematic Fund Sponsors Limited; Bright Capital Alpha Fund Limited; Bright Capital Ascent Fund Ltd; Bright Capital Ascent II Fund Ltd; Bright Capital Ascent II Trading Limited; Bright Capital Beach Technical Fund; Bright Capital DCB I Ltd.; Bright Capital DCB II Ltd.; Bright Capital DCB II Trading Limited; Bright Capital European Fund No.1 Ltd; Bright Capital European Fund No.2 Ltd; Bright Capital European Fund No. 3 Ltd; Bright Capital European Trading No.1 Ltd; Bright Capital European Trading No.2 Ltd; Bright Capital European Trading No.3 Ltd; Bright Capital Global Guaranteed Hedge Fund Ltd.; Bright Capital Global Guaranteed Trading Ltd.; Bright Capital Global Protected Fund Ltd.; Bright Capital Global Protected Trading II Ltd; Bright Capital Global Protected Hedge Fund Ltd.; Bright Capital Global Strategies Fund Ltd; Bright Capital Global Strategies II Fund Ltd; Bright Capital Global Strategies II Trading Ltd; Bright Capital Global Strategies Trading Ltd; Bright Capital OMAN Multi-Strategy Master Trading Ltd; Bright Capital Universal Master Fund Ltd; Clarke and Bartlett Master Trading Limited; Currency Master Trading (IKOS) Ltd.; DTC Ltd.; Dtect Fund Limited; GLC Highgate Fund Ltd; Investment Analytics (Bermuda) Ltd; Lion Capital Partners Fund 2 Limited; Lion Global Master Fund Ltd; Lion Global Opportunity Fund Ltd.; Long Short Equity (Partners) Master Trading Limited; Mint-Hite Fund Ltd; Oak Master Trading Ltd.; Proteom Capital Management Ltd.; Sinopia Master Trading Limited; Sofa Fund Ltd.; Sofa Fund Managers Ltd.; Tol Eressea Fund NV; Tol Eressea Limited; Trilogy Asset Management Limited; Trilogy Fund Limited; WCM Master Trading Ltd.

*Tina Burns*

*Current Directorships/Partnerships*

None

*Past Directorships/Partnerships*

None

Peter Dubens

*Current Directorships/Partnerships*

Accentuk Limited; Brandnew Group Limited; Bulldog Communications Limited; Cix Holdings Limited; Compulink Information Exchange Limited; Cyberpress Limited; Cyberpress Software Limited; Defries & Haim Limited; Drivememory Limited; Faultbasic Limited; Freedom To Surf Consumer Services Ltd; Freedom To Surf Limited; Freedom To Surf Registration Services Limited; Global Licensing Limited; GXN Limited; Gx Networks Ten Limited; Gx Networks Twelve Limited; HighwayOne Limited; Homecall Payment Services Limited; Host Europe Limited; Homecall (UK) Limited; Kx Gym UK Limited; Kx Holdings Limited; Kxdna Limited; Loki Services Limited; Magic Moments Design Limited; Magic Moments Employee Benefits Trust Company Limited; Magic Moments Internet Services Limited; Magic Moments Investments Limited; Nildram Limited; Oakley Capital Limited; Oakley Capital Management Limited; Palmer Capital Associates Limited; Palmer Capital Associates Management Limited; Pipex Broadband Limited; Pipex Communications Hosting Limited; Pipex Networks Limited; Pipex Communications Business Solutions Limited; Pipex Communications One Limited; Pipex Communications Services Limited; Pipex Communications plc.; Pipex Communications UK Limited; Pipex Homecall Limited; Pipex Internet Limited; Supanetwork Limited; Trinite Limited; Webfusion Internet Solutions Limited; X T M L Limited; XTML Holdings Limited; Oakley Scotland GP Limited; Pipex Wireless Limited; Switch2 Telecoms Limited; Toucan Residential Limited; Transigent Limited; Trinite Services Limited; Wiregone Limited; Oakley Scotland GP Limited; Pipex Wireless Limited; Switch2 Telecoms Limited; Toucan Residential Limited; Transigent Limited; Trinite Services Limited; Wiregone Limited; Accentuk Limited; Brandnew Group Limited; Bulldog Communications Limited; Cix Holdings Limited; Compulink Information Exchange Limited.

*Past Directorships/Partnerships*

365 Digital Media Limited; 365 Media Group Plc; 365 Media Limited; Bulldog Communications Limited; Campbells (Bookmakers) Limited; Cyberpress Limited; Cyberpress Software Limited; Digital Communities Limited; Freedomainname Limited; Global on-line Limited; Globalhost Limited; Gx Networks Eleven Limited; Gx Networks Five Limited; Gx Networks Four Limited; Gx Networks Seven Limited; Gx Networks Six Limited; Gx Networks Thirteen Limited; Internet Technology Group (Europe) Limited; Internet Technology Group Limited; Kxge Limited; Mulligan & Co Limited; Paradigm Media Investments plc; Rapid Raceline Limited; Scg Enterprises Limited; Sporting Life UK Limited; Sports Tickets Limited; Sportscard Group Limited; Sportscard Limited; Stirling Retail Services Limited; Teamtalk Broadcast Limited; Teamtalk Media Group Limited; Teamtalk media Limited; Teamtalk Satellite Limited; Teamtalk.com Limited; The Sportscard Credit Card Company Limited; Total internet Limited; Totalbet Limited; Totalbet.co.UK Limited; Ttcx Limited; Ukbetting Holdings Limited; Ukbetting Limited; Ukbetting.com Limited; Warner Bros Studio Stores Limited; Web-bet Limited; Xara Networks Limited; Zero Alpha Limited.

Katherine Innes-Ker

*Current Directorships/Partnerships*

Taylor Wimpey Plc; Gyrus Group plc; The Ordnance Survey; Shed Productions Plc.

*Past Directorships/Partnerships*

The Television Corporation Plc; Williams Lea Plc; Taylor Woodrow Plc; Fibernet Plc; ITV Digital Plc; Wickam Capital Limited; Bryant Group plc.

Ian Pilgrim

*Current Directorships/Partnerships*

Absolute Performance Ltd.; ORN Capital Management (Bermuda) Ltd; ORN European Distressed Debt Fund Ltd; ORN Event Fund International Limited; ORN Event Fund Limited; ORN Funds SAC Ltd; ORN Management Company Limited; ORN Multi-Strategy Fund Ltd; Debt Advisory International (Bermuda) Limited; Rumbold International Limited; Emerging Markets Select Asset Master Fund Limited; Emerging Markets Select Asset Fund Limited; Mayflower Management Services (Bermuda) Limited; Mayflower Management Services Limited; Mayflower Property Investments Limited; PGOF Canadian Dollar Hedge Ltd.; PGOF Euro Hedge Ltd.; PGOF Sterling Hedge Ltd.; PGOF Yen Hedge Ltd.; Pine Grove Offshore Fund Ltd.; GMN Fund Ltd; GMN Master Fund Ltd; Spencer House Capital Management European Master Fund Limited; Spencer House Capital Management European Fund Limited; Spencer House Capital Management Asia Master Fund Limited; Spencer House Capital Management Asia Fund Limited; Spencer House Capital Management Japan Master Fund Limited; Spencer House Capital Management Japan Fund Limited; Spencer House Capital Management Mercury Forex Master Fund Limited; Spencer House Capital Management Mercury Forex Fund Limited; Spencer House Capital Management Fund Plc; Spencer House Capital Management Global Master Fund Limited; Spencer House Capital Management Global Fund Limited ; Calypso Master Fund, Ltd; Calypso Overseas, Ltd; ACI U.S. Market Neutral Fund, Ltd.; ACI Multi-Strategy Fund, Ltd.; ACI Levered Global Market Neutral Fund, Ltd.; Oakley Multi-Manager Funds Ltd; Oakley Capital Management (Bermuda) Limited; Oakley Capital GP Limited; Oakley Capital Founder Member Limited; Oakley Capital (Bermuda) Limited; Oakley Capital Investments Limited; Palmer Capital Associates (International) Limited; Menta Global Offshore Ltd.; Palmer Capital Associates Investments Limited; Advanced Asset Management (Euro) Ltd.; Advanced Asset Management Ltd.; Alternative Investment Strategies Ltd.; AM Investment E Fund Ltd.; AM Investment V Fund Ltd.; AM Investment

W Fund Ltd.; AM Investment W2 Fund Ltd; ArrowHead Capital Finance Ltd.; Aviator Asia Master Fund Ltd.; Aviator Asia Overseas Fund, Ltd.; Aviator Master Fund Ltd.; Aviator Overseas Fund II, Ltd.; Aviator Overseas Fund, Ltd.; Capital E (Bermuda) Limited; Chorus International Ltd; Concordia Capital Ltd.; Corsair Fund Ltd; Dinvest Concentrated Opportunities Ltd.; Emerging Managers Fund Ltd.; Epic Distressed Debt Opportunities Fund, Ltd; Epic Distressed Debt Opportunities Master Fund, Ltd; Equity Plus Ltd; Essex Asset Management Limited; Euro Hedge Strategies Ltd; Euro Select Ltd; Everest Capital Alpha (Euro) Ltd; Everest Capital Alpha Ltd.; Everest Capital Asia (US$) Ltd.; Everest Capital Asia (Yen) Ltd.; Everest Capital China Opportunity (Euro) Ltd; Everest Capital China Opportunity (Yen) Ltd; Everest Capital China Opportunity Ltd.; Everest Capital Debt Opportunity (Euro) Ltd; Everest Capital Debt Opportunity (Yen) Ltd; Everest Capital Debt Opportunity Ltd.; Everest Capital Emerging Markets (Euro) Ltd; Everest Capital Emerging Markets (Yen) Ltd; Everest Capital Emerging Markets Ltd.; Everest Capital Europe (Euro) Ltd.; Everest Capital Europe (US$) Ltd.; Everest Capital Event (Euro) Ltd.; Everest Capital Event (Yen) Ltd.; Everest Capital Event Ltd.; Everest Capital Global (Euro) Ltd.; Everest Capital Global (Yen) Ltd.; Everest Capital Global 88 Ltd.; Everest Capital Global Ltd.; Everest Capital Japan Opportunity (Euro); Everest Capital Japan Opportunity (US$) Ltd; Everest Capital Japan Opportunity (Yen) Ltd; Everest Capital Latin America (US$) Ltd; FAM Global Classic Fund SPC; Forest Global Convertible Fund Ltd.; Forest Event Driven Fund Ltd.; Forest Multi-Strategy Fund SPC; Forest Japan Long/Short Equity Fund, Ltd.; Forest Multi-Strategy Master Fund SPC; Global Discovery Fund Ltd; GMP Capital Management (Bermuda) Limited; Harmonic Global Fund; Harmonic Currency Master Fund; Harmonic Diversified Master Fund; Industry Alpha Ltd.; Innovation Capital; Integrated Performances Ltd.; Kebyar International Ltd; Level Global Overseas Ltd.; Level Global Overseas Master Fund Ltd.; Level Radar Fund Ltd; Level Radar Master Fund Ltd; Ospraie Draxis Investor Ltd.; Ospraie Energy Ltd.; Ospraie Real Return Fund Ltd.; Ospraie Real Return Master Fund Ltd.; Ospraie Special Opportunities (Offshore) Ltd.; Ospraie Special Opportunities (Offshore) – A Ltd; Ospraie Special Opportunities (Offshore) – B Ltd; Ospraie Special Opportunities Master Holdings Limited; Ospraie Wingspan Ltd.; Ospraie (Cayman) GP Ltd.; Ospraie (Cayman) GP II Ltd.; Ospraie Value Ltd.; PAW Offshore Fund Ltd.; Platinum Grove Contingent Capital Fund Ltd; Platinum Grove Contingent Capital Offshore Ltd; Platinum Grove Special Holdings Limited; Pulsar (Multimanager) Ltd; QVT Overseas Ltd.; The 12 Capital Fund SPC, Ltd.; The 12 Capital Yen Fund Ltd.; The 32 Capital Fund Ltd.; The 32 Capital Master Fund SPC, Ltd.; The 32 Capital Yen Fund Ltd.; The 3D Capital Fund, Ltd; The Ospraie Fund Ltd.; The Ospraie Intermediate Fund Ltd.; The Ospraie Portfolio Ltd.; The Resolution Fund Ltd.; The Sector Fund Ltd.; Tilney International Limited; Trivium Offshore Fund Ltd; Two Sigma Cayman Fund Ltd; Two Sigma Eclipse Cayman Fund Ltd; Two Sigma Eclipse Fund Ltd; Two Sigma Options Portfolio Ltd.; Two Sigma Partners Fund Ltd; Two Sigma Spectrum Cayman Fund Ltd.; Two Sigma Spectrum Fund Ltd.; XEnergy Fund; TFS Software Holdings Limited; The Forest Fund Limited; Timber Capital Limited; Treetop Asset Management Limited.

*Past Directorships/Partnerships*

AccessTurkey Advisors Ltd.; AccessTurkey Fund Ltd.; Avery International Ltd.; Avery International Master Fund Ltd.; Belfinance Master Fund Ltd.; Belfinance Multi Strategy Fund Ltd; Forest Fulcrum Fund, Ltd.; Forest Management Company, Ltd.; Forest Performance Fund, Ltd.; GAMCO Arbitrage Partners, Ltd.; GCA Strategic Investment Fund Limited; GRAMvest Global Macro Offshore Fund, Ltd.; GRAMvest Global Macro Offshore Master Fund, Ltd.; GRAMvest Global Market Neutral Offshore Bond Fund, Ltd.; GRAMvest Global Market Neutral Master Bond Fund, Ltd.; NorthStar Offshore Fund IV, Ltd.; NorthStar Offshore Fund V, Ltd.; ORN Capital Ltd.; ORN Global Credit Fund Ltd.; ORN Debt Equity Fund Ltd.; ORN European Value Equity Fund Ltd.; Tactical Momentum Fund, Ltd.; Tactical Navigator Fund, Ltd.; Thalassa Life Sciences Fund Ltd.; CDK USA Long Equity Fund Ltd.; CDK Capital (Bermuda) Limited; PH Chapman (Bermuda) Limited; Mulsanne Limited; BS&B Pacific Limited; Etolian Capital Offshore Credit Fund, Ltd.; Etolian Capital Offshore Master Fund, Ltd.; Wilfrid Aubrey International Limited; Phineus Voyager Offshore Fund, Ltd.; Sigma Milestone Fund Ltd; Fairfield Greenwich (Bermuda) Limited; Greenwich (Bermuda) Limited; Alexander Investments Ltd.; St. Anthony Ltd.; St. Helena Ltd.; St. Vincent Investments Ltd.; Zan Management Limited; Globeleq Tanzania Limited; G NETWORKS Limited; Damascus Petroleum Ltd.; Occidental (Bermuda) Ltd.; Occidental Boliviana del Chaco Ltd.; Occidental Brazilian Holdings Ltd.; Occidental Congo (Marine XI) Ltd.; Occidental Congo (Marine XII) Ltd.; Occidental Dolphin Holdings Ltd.; Occidental EOR (Algeria) Ltd.; Occidental Exploradora del Peru Ltd.; Occicental International Holdings Ltd.; ACI Japan Market Neutral Fund, Ltd; ACI European Market Neutral Fund, Ltd.; Ritchie Life Advisors (Bermuda), Ltd.; The G-1 Fund Limited; Occidental International Oil and Gas Ltd.; Occidental LNG (Malaysia) Ltd.; Occidental Nigerian Holdings Ltd.; Occidental of Albania (Onshore-2) Ltd.; Occidental of Albania (Onshore-3) Ltd.; Occidental of Albania (Onshore-A) Ltd.; Occidental of Australia Ltd.; Occidental of New Zealand Ltd.; Occidental of Russia Ltd.; Occidental of the Adriatic Ltd.; Occidental Petrolera de Argentina Ltd.; Occidental Petroleum of Qatar Ltd.; Occidental Petroleum of Vietnam Ltd.; Occidental of Yemen Ltd.; OXY Mediterranean Investsments Ltd.; OXY Palmyra Ltd.; OXY Libya E&P Area 35 Ltd.; OXY Libya E&P Area 36 Ltd.; OXY Libya E&P Area 52 Ltd.; OXY Libya E&P Area 53 Ltd.; OXY Libya E&P Area 59 Ltd.; OXY Libya E&P Area 106 Ltd.; OXY Libya E&P Area 124 Ltd.; OXY Libya E&P Area 131 Ltd.; OXY Libya E&P Area 163 Ltd.; OXY Venezuela Ltd.; Ramlat Oxy Ltd.; Narragansett Offshore Fund, Ltd.; Narragansett Overseas, Ltd.; Narragansett Strategic Offshore, Ltd.; Twinfields Global Fixed Income Master Fund, Ltd.; Twinfields Offshore Global Fixed Income Fund, Ltd.; Samgenpar Ltd.; Eclectic Australia B Fund Limited (The); West Broadway Global Arbitrage Fund, Ltd.; West Broadway Global Arbitrage, Ltd.; Citco Fund Services (Bermuda) Limited; Citco (Bermuda) Limited; Citco Holdings (Bermuda) Limited; Aexeo Technology Limited; Citco Fund Services (Holdings) Limited; CFS Corporation Ltd.; CFS Liquidators Ltd.; CFS Secretary Ltd.; InterAtlantic Services Ltd.; ElitePerformance Fund Limited; Equity Trading Portfolio Limited; Currency Selection Fund SPC Ltd.; Owl Creek Overseas Fund, Ltd.; Sprott Master Fund, Ltd.; Sprott Strategic Offshore Gold Fund Ltd.; Sprott Strategic Gold Master Fund Ltd.; Sprott Offshore Fund, Ltd.; Ospraie Point Ltd.; Ospraie Point Portfolio Ltd.; Ospraie Point Intermediate Fund Ltd.; Trivium Institutional Offshore Fund, Ltd.

### Christopher Wetherhill

*Current Directorships/Partnerships*

Kingate Management Limited; Kingate Global Fund; Kingate Euro Fund; RAB Europe Fund Limited; RAB Partners Limited; RAB European High Yield Fund Limited; Levco Alternative Fund Liquidating Trust; Laf Capital Limited; Levco Debt Opportunity Ltd, LiquidatingTrust; Kazimir Russian Growth Fund Ltd; HDF Xiphias International Limited; HDF Fixed Income Alternative Limited; HDF Eurovest Limited; HDF International Limited; Pioneer Alternative Investment Management (Bda) Limited; Momentum Performance Strategies Series I Limited; Allweather Performance Strategies Limited; Allweather Special Strategies Limited; Balanced Alternative Strategies Limited; Meteor Limited; Momentum Mag Limited; Momentum Performance Strategies Limited;

Orbit Performance Strategies Limited; Euratlantis International Limited; Continental & Overseas Trading Limited ; FIM Multi Strategy Fund Ltd.; International Financial Planning Limited; FDVG Equity Investments Limited ; FDVG Low Volatility Investments Limited; FDVG Capital Limited; Durham Overseas Limited (12/02); Momentum Inst. Performance Strategies Limited; Leman Management Limited; Dancrest Capital Limited; Dancrest Global Equity Fund; Canguard Investments LLC; Westwind International Limited; BCPF Investments Limited; Silver Shield Fund Limited; Silver Shield Management Limited; Momentum Performance Strategies Series II Limited; Momentum Performance Strategies Series III Limited; HDF Amerivest Limited; HDF Asiavest Limited; Pioneer Performance Strategies Limited; RAB Special Situations Fund Limited; Momentum AllWeather Strategies Limited; RAB Special Situations Company Limited; Tricon Forfaiting Fund Limited; SPARX Japan Private Equity Fund II Limited; SPARX Long – Short Fund Limited; SPARX Structured Long – Short Fund Limited; SPARX Tokugawa Fund Limited; SPARX Strategic Investment Fund Limited; SPARX Private Funds Limited; SPARX Japan Small & Mid-Cap Master Fund Limited; SPARX MAX Limited; Blue Planet Financials Fund; FIM Relative Value Fund Limited; Mazuma Capital Funds Limited; Mazuma Capital Management Limited; Mazuma Capital Holding Limited; LAM Opportunity Fund; Momentum Pooled Fund Limited; Apex Gold Equities Fund Limited; Apex Management Company Limited; Montimar Limited; Cirsio Alternative Fund Limited; Cirsio Capital Management Limited; Pioneer Performance Fund Limited; Pioneer Restructuring Fund Limited; FIM Event Driven Fund Limited; HDF Sicav SP; Byland Holdings Ltd; Byland Construction Company Limited; Rising Sun Limited; Fryston Limited; Ingelow Limited; Hemisphere Property Fund Limited.

*Past Directorships/Partnerships*

Five Balanced Fund; Five Capital Limited; Levco Alternative Fund Limited; Levco Debt Opportunity Limited.

3.7 Save as disclosed below, at the date of this document, none of the Directors has:

(a) any unspent convictions in relation to indictable offences;

(b) been bankrupt or entered into an individual voluntary arrangement;

(c) been a director of any company at the time of or within 12 months preceding any receivership, compulsory liquidation, creditors' voluntary liquidation, administration, company voluntary arrangement or any composition or arrangement with that company's creditors generally or with any class of its creditors;

(d) been a partner in a partnership at the time of or within 12 months preceding any compulsory liquidation, administration or partnership or voluntary arrangement of such partnership;

(e) had his assets the subject of any receivership or has been a partner of a partnership at the time of or within 12 months preceding any assets thereof being the subject of a receivership; or

(f) been subject to any public criticism by any statutory or regulatory authority (including any designated professional bodies) nor has ever been disqualified by a court from acting as a director of a company or from acting in the management or conduct of the affairs of any company.

3.8 Katherine Innes Ker was a non-executive director of Ondigital 1998 plc, a joint venture between Carlton Communication and Granada, between 22 July 1998 and 4 August 2002 and at the time that the company was placed into liquidation, there was a deficit to creditors of approximately £1.25 billion.

3.9 The Company will maintain directors' and officers' liability insurance on behalf of the Directors at the expense of the Company.

3.10 The Company is not aware of any person who directly or indirectly, jointly or severally, exercises or, immediately following the Placing, could exercise control over the Company.

## 4. Directors letters of appointment

On 9 July 2007 the Company entered into identical director letters of appointment with each of the Directors, the terms of which are summarised below.

The letters of appointment are for an initial fixed term of 12 months from the date of Admission until the letter is terminated by either party giving the other not less than 3 months written notice. Each Director shall receive an annual fee of $25,000 (or such higher rate as the Company may specify in writing) for his or her services as Director. The Company may terminate the letter immediately if the Director: (a) is not re-appointed or deemed to have been re-appointed a director by shareholders following retirement at any time in accordance with the Bye-laws; (b) is otherwise removed as a director or vacates office pursuant to the laws of Bermuda or the Bye-laws; or (c) resigns or does not offer himself for re-election by shareholders, either for his own reasons or at the request of the Board. The letters of appointment are governed by Bermuda Law. There are no other service contracts with the Company which provide for benefits upon termination of employment.

## 5. Summary of the constitution of the Company

5.1 *Memorandum of association*

The Memorandum of Association states, inter alia, that the liability of members of the Company is limited to the amount, if any, for the time being unpaid on the Shares respectively held by them and that the Company is an exempted company as defined in the Bermuda Companies Act. The Memorandum of Association also states that the objects for which the Company was formed, are unrestricted. As an exempted company, the Company will be carrying on business outside Bermuda from a place of business within Bermuda.

In accordance with and subject to sections 42, 42A and 42B of the Bermuda Companies Act, the Memorandum of Association empowers the Company to issue preference shares which are, at the option of the holder, liable to be redeemed, purchase its own shares, either for cancellation or to hold as treasury shares and pursuant to its Bye-laws, these powers are exercisable by the Board upon such terms and subject to such conditions as it thinks fit.

5.2 *Bye-laws*

The Bye-laws were adopted pursuant to a written resolution of the Shareholders passed on 16 July 2007. The following is a summary of certain provisions of the Bye-laws:

5.2.1 *Share rights*

Subject to any resolution of the Shareholders to the contrary and without prejudice to any special rights conferred on the holders of any existing shares or class of shares, the holders of the Ordinary Shares shall have the following rights:

The Ordinary Shares shall rank equally as between themselves without preference or difference of any kind save as specifically provided otherwise in the Bye-laws. The Ordinary Shares, shall, subject to the other provisions of the Bye-laws, entitle the holders thereof to the following rights:

As regards dividend:

After making all necessary provisions, where relevant for payment of any preferred dividend in respect of any preference shares in the Company then outstanding the Company shall apply any profits or reserves which the Board resolves to distribute in paying such profits or reserves to the holders of the Ordinary Shares in respect of their holding of such shares *pari passu* and pro rata to the number of Ordinary Shares held by each of them;

As regards capital:

On a return of assets on liquidation, reduction of capital or otherwise, the holders of the Ordinary Shares shall be entitled to be paid the surplus assets of the Company remaining after payment of its liabilities (subject to the rights of holders of any preferred shares in the Company then in issue having preferred rights in the return of capital) in respect of their holdings of Ordinary Shares pari passu and pro rata to the number of Ordinary Shares held by each of them;

As regards voting in general meetings:

The holders of the Ordinary Shares shall be entitled to receive notice of, and to attend and vote at, general meetings of the Company; every holder of Ordinary Shares present in person or by proxy shall on a poll have one vote for each Ordinary Share held by him.

5.2.2 *Voting rights (generally and on a poll) and right to demand a poll*

Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with the Byelaws, at any general meeting on a show of hands, every member who is present in person (or being a corporation, is present by its duly authorised representative) or by proxy shall have one vote and on a poll every member present in person or by proxy or, being a corporation, by its duly authorised representative shall have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

At any general meeting a resolution put to the vote of the meeting is to be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by (i) the chairman of the meeting or (ii) at least five members present in person or, in the case of a member being a corporation, by its duly authorised representative or by proxy for the time being entitled to vote at the meeting or (iii) any member or members present in person or, in the case of a member being a corporation, by its duly authorised representative or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting or (iv) a member or members present in person or, in the case of a member being a corporation, by its duly authorised representative or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

5.2.3 *Special resolutions*

A special resolution of the Company must be passed by a majority of not less than three-fourths of the votes cast by such members as, being entitled so to do, vote in person or, in the case of such members as are corporations, by their duly authorised representatives or, where proxies are allowed, by proxy at a general meeting of which not less than 21 clear days' notice, specifying the intention to propose the resolution as a special resolution, has been duly given. Provided that, except in the case of an annual general meeting, if it is so agreed by a majority in number of the members having a right to attend and vote at such meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right and, in the case of an annual general meeting, if so agreed by all members entitled to attend and vote thereat, a resolution may be proposed and passed as a special resolution at a meeting of which less than 21 clear days' notice has been given.

5.2.4 *Variation of rights of existing shares or classes of shares*

Subject to the Bermuda Companies Act, all or any of the special rights attached to the shares or any class of shares may (unless otherwise provided for by the terms of issue of that class) be varied, modified or abrogated either with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general

meeting, the provisions of the Bye-laws relating to general meetings will mutatis mutandis apply, but so that the necessary quorum (other than at an adjourned meeting) shall be two persons (or in the case of a member being a corporation, its duly authorised representative) holding or representing by proxy not less than one-third in nominal value of the issued shares of that class and at any adjourned meeting, two holders present in person (or in the case of a member being a corporation, its duly authorised representative) or by proxy whatever the number of shares held by them shall be a quorum. Every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, and any holder of shares of the class present in person or by proxy may demand a poll.

5.2.5 *Alteration of capital*

The Company may from time to time by ordinary resolution in accordance with the relevant provisions of the Bermuda Companies Act:

(i) increase its capital by such sum, to be divided into shares of such amounts as the resolution shall prescribe;

(ii) consolidate and divide all or any of its capital into shares of larger amount than its existing shares;

(iii) divide its shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares as the directors may determine;

(iv) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association;

(v) change the currency denomination of its share capital;

(vi) make provision for the issue and allotment of shares which do not carry any voting rights; and

(vii) cancel any shares which, at the date of passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled.

The Company may, by ordinary resolution, subject to any confirmation or consent required by law, reduce its issued share capital or, save for the use of share premium as expressly permitted by the Bermuda Companies Act, any share premium account or other undistributable reserve.

5.2.6 *Power to issue shares*

Subject to any special rights conferred on the holders of any shares or class of shares, any share may be issued with or have attached thereto such rights, or such restrictions, whether with regard to dividend, voting, return of capital, or otherwise, as the Company may by ordinary resolution determine (or, in the absence of any such determination or so far as the same may not make specific provision, as the Board may determine). Subject to the Bermuda Companies Act, any preference shares may be issued or converted into shares that are liable to be redeemed, at a determinable date or at the option of the Company or, if so authorised by the Memorandum of Association, at the option of the holder, on such terms and in such manner as the Company before the issue or conversion may by ordinary resolution determine. Subject to the Bye-laws, the Board may issue placing warrants conferring the right upon the holders thereof to subscribe for any class of shares or securities in the capital of the Company on such terms as it may from time to time determine.

Subject to the provisions of the Bermuda Companies Act, the Bye-laws relating to authority, and any direction that may be given by the Company in general meeting and, where applicable, the AIM Rules and without prejudice to any special rights or restrictions for the time being attached to any shares or any class of shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and on such terms and conditions as the Board may in its absolute discretion determine, but so that no shares shall be issued at a discount.

There are no pre-emption rights attaching to any class of shares of the Company.

5.2.7 *Call on shares and forfeiture of shares*

Subject to the Bye-laws and to the terms of allotment, the Board may from time to time make such calls upon the members in respect of any monies unpaid on the shares held by them respectively (whether on account of the nominal value of the shares or by way of premium). A call may be made payable either in one lump sum or by instalments. If the sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the person or persons from whom the sum is due shall pay interest on the same at such rate not exceeding 20 per cent. per annum as the Board may agree to accept from the day appointed for the payment thereof to the time of actual payment, but the Board may waive payment of such interest wholly or in part. The Board may, if it thinks fit, receive from any member willing to advance the same, either in money or money's worth, all or any part of the monies uncalled and unpaid or instalments payable upon any shares held by him, and upon all or any of the monies so advanced the Company may pay interest at such rate (if any) as the Board may decide.

If a member fails to pay any call on the day appointed for payment thereof, the Board may serve not less than 14 clear days' notice on him requiring payment of so much of the call as is unpaid, together with any interest which may have accrued and which may still accrue up to the date of actual payment and stating that, in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.

If the requirements of any such notice are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

Such forfeiture will include all dividends and bonuses declared in respect of the forfeited share and not actually paid before the forfeiture.

A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding, remain liable to pay to the Company all monies which, at the date of forfeiture, were payable by him to the Company in respect of the shares, together with (if the Board shall in its discretion so require) interest thereon from the date of forfeiture until the date of actual payment at such rate not exceeding 20 per cent. per annum as the Board determines.

5.2.8 *Transfer of shares*

All transfers of shares may be effected by an instrument of transfer in the usual or common form or in a form prescribed by the London Stock Exchange or in such other form as the Board may approve. The instrument of transfer (which need not be under seal) must be executed by or on behalf of the transferor and the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case in which it thinks fit, in its discretion, to do so and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof. The Board may also resolve either generally or in any particular case, upon request by either the transferor or the transferee, to accept mechanically executed transfers.

Unless the Board otherwise agrees, no shares on the principal register shall be transferred to any branch register nor may shares on any branch register be transferred to the principal register or any other branch register. All transfers and other documents of title shall be lodged for registration and registered, in the case of shares on a branch register, at the relevant registration office and, in the case of shares on the principal register, at the registered office in Bermuda or such other place in Bermuda at which the principal register is kept in accordance with the Bermuda Companies Act.

The Board may decline to recognise any instrument of transfer unless a fee of such maximum sum as prescribed in the AIM Rules to be payable or such lesser sum as the Directors may from time to time require is paid to the Company in respect thereof, the instrument of transfer, if applicable, is properly stamped, is in respect of only one class of share and is lodged at the relevant registration office or registered office or such other place at which the principal register is kept accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do) and if the instrument of transfer is in favour of not more than four transferees.

If the Board refuses to register a transfer of any share, it shall, within two months after the date on which the transfer was lodged with the Company, send to each of the transferor and transferee, notice of the refusal.

The Board may, subject to applicable laws and if permitted by the Bermuda Companies Act, permit shares of any class held in uncertificated form to be transferred without an instrument of transfer by means of a relevant system, including CREST.

The registration of transfers of shares may be suspended at such times and for such periods as the Board may determine and either generally or in respect of any class of shares provided that the register of members shall not be closed for more than 30 days in any year.

5.2.9 *Shareholder notification and disclosure requirements*

Under the terms of the Bye-laws, for so long as the Company shall have a class of securities admitted to trading on AIM, Shareholders in the Company are obliged to comply (where necessary) with the vote holder and issuer notification rules set out in Chapter 5 of the Disclosure and Transparency Rules (as amended from time to time) ("DTR5") of the FSA Handbook. The DTR5 rules are deemed to be incorporated by reference into the Bye-laws and shall apply to the Company and each Shareholder. The Company shall be deemed to be an "issuer" (as defined in DTR5) whose "home state" is in the United Kingdom and not a "non-UK issuer" (as defined in DTR5). DTR5 can be accessed and downloaded from the FSA's website at http://fsahandbook.info/FSA/html/handbook/DTR/5.

Under DTR5, a Shareholder shall also notify the Company where there is a change in the percentage level of his interest (and if not a whole number, it shall be rounded down to the next whole number) where, as a result of such change he shall have an interest in 3 per cent. or more of the voting power of the Company's issued Shares.

Under the terms of the Bye-laws, the Board has the power to require any direct or indirect Shareholders or any person whom the Company knows or has reasonable cause to believe to be interested in the Company's share capital (an "Interested Party") to provide such information as the Board may reasonably request for the purpose of determining the nature of such interest. If such Shareholder or Interested Party fails to respond to such a request, or submits incomplete or inaccurate information in response to such a request, the Board may determine in its sole discretion in respect of the relevant shares (the "default shares"), the Shareholder shall not be entitled to vote in general meetings. Where the default shares represent at least 0.25 per cent. of the class of shares concerned the Board may additionally direct that dividends on such shares will be retained by the Company (without interest) and that no transfer of the shares (other than a transfer authorised under the Bye-laws) shall be registered until the default is rectified. The Company shall maintain a register of Interested Parties and is authorised to use the information provided to it pursuant to the Bye-laws as necessary to comply with any legal or regulatory requirements.

**Shareholders are urged to consider their notification and disclosure obligations carefully as a failure to make the required disclosure to the Company may result in disenfranchisement.**

5.2.10 *Power for the Company to purchase its own shares*

The Company has the power to purchase its own shares, subject to the Companies Act.

5.2.11 *Power for any subsidiary of the Company to own shares in the Company*

There are no provisions in the Bye-laws relating to ownership of shares in the Company by a subsidiary.

5.2.12 *Dividends and other methods of distribution*

Subject to the Bermuda Companies Act, the Board may declare dividends in any currency to be paid to the shareholders. The Board may also make a distribution to its shareholders out of contributed surplus (as ascertained in accordance with the Bermuda Companies Act). No dividend shall be paid or distribution made out of contributed surplus if to do so would render the Company unable to pay its liabilities as they become due or the realisable value of its assets would thereby become less than the aggregate of its liabilities and its issued share capital and share premium accounts.

Except in so far as the rights attaching to, or the terms of issue of, any share may otherwise provide, (i) all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid but no amount paid up on a share in advance of calls shall for this purpose be treated as paid up on the share and (ii) all dividends shall be apportioned and paid pro rata according to the amount paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. The Directors may deduct from any dividend or other monies payable to a member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.

Whenever the Board has resolved that a dividend be paid or declared on the share capital of the Company, the Board may further resolve either (a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up, provided that the shareholders entitled thereto will be entitled to elect to receive such dividend (or part thereof) in cash in lieu of such allotment, or (b) that shareholders entitled to such dividend will be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Board may think fit. The Company may also upon the recommendation of the Board by an ordinary resolution resolve in respect of any one particular dividend of the Company that it may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.

Whenever the Board has resolved that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind.

All dividends or bonuses unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends or bonuses unclaimed for twelve years after having been declared may be forfeited by the Board and shall revert to the Company.

5.2.13 *Constitution of the Board of Directors*

Unless and until the Company in general meeting shall otherwise determine, the number of Directors shall be not more than 12 and not less than 2. The Company may by ordinary resolution of the shareholders from time to time vary the minimum number and maximum number of Directors, but so that the number of Directors shall never be less than two.

5.2.14 *Board powers*

The Directors may exercise all powers and do all acts and things which may be exercised or done or approved by the Company and which are not required by the Bye-laws or the Bermuda Companies Act to be exercised or done by the Company in general meeting.

The Board may from time to time at its discretion exercise all the powers of the Company to raise or borrow money, to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Bermuda Companies Act, to issue debentures, bonds and other securities of the Company, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

5.2.15 *Retirement, appointment and removal of Directors*

At each annual general meeting, one third of the Directors for the time being (or if their number is not a multiple of three, then the number nearest to but not greater than one third) will retire from office by rotation. The Directors to retire every year will be those who have been longest in office since their last re-election or appointment but as between persons who became or were last re-elected Directors on the same day those to retire will (unless they otherwise agree among themselves) be determined by lot.

There are no provisions relating to retirement of Directors upon reaching any age limit.

The Directors shall have the power from time to time and at any time to appoint any person as a Director either to fill a casual vacancy on the Board or, subject to authorisation by the members in general meeting, as an addition to the existing Board but so that the number of Directors so appointed shall not exceed any maximum number determined from time to time by

the members in general meeting. Any Director so appointed shall hold office only until the next following annual general meeting of the Company and shall then be eligible for re-election at the meeting. Neither a Director nor an alternate Director is required to hold any shares in the Company by way of qualification.

A Director may be removed by an ordinary resolution of the Company before the expiration of his period of office (but without prejudice to any claim which such Director may have for damages for any breach of any contract between him and the Company) provided that the notice of any such meeting convened for the purpose of removing a Director shall contain a statement of the intention to do so and be served on such Director 14 days before the meeting and, at such meeting, such Director shall be entitled to be heard on the motion for his removal. Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than two.

The Board may from time to time appoint one or more of its body to be managing director, joint managing director, or deputy managing director or to hold any other employment or executive office with the Company for such period (subject to their continuance as Directors) and upon such terms as the Board may determine and the Board may revoke or terminate any of such appointments (but without prejudice to any claim for damages that such Director may have against the Company or vice versa). The Board may delegate any of its powers, authorities and discretions to committees consisting of such Director or Directors and other persons as the Board thinks fit, and it may from time to time revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations that may from time to time be imposed upon it by the Board.

5.2.16 *Remuneration and other compensation of Directors*

Directors are to be paid out of funds of the Company for their services on terms as agreed with the Company.

The Directors shall also be entitled to be prepaid or repaid all travelling, hotel and incidental expenses reasonably incurred or expected to be incurred by them in attending any Board meetings, committee meetings or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties as Directors.

Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Bye-law. A Director appointed to be a managing director, joint managing director, deputy managing director or other executive officer shall receive such remuneration (but not by way of a commission on, or percentage of, operating revenue, profits or otherwise unless with the prior approval of the members) and such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time determine. Such remuneration may be either in addition to or in lieu of his remuneration as a Director.

The Board may establish or concur or join with other companies (being subsidiary companies of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's monies to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the following paragraph shall include any Director or ex-Director who may hold or have held any executive office or any office of profit with the Company or any of its subsidiaries) and ex-employees of the Company and their dependants or any class or classes of such persons.

The Board may pay, enter into agreements to pay or make grants of revocable or irrevocable, and either subject or not subject to any terms or conditions, pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as is mentioned in the previous paragraph. Any such pension or benefit may, as the Board considers desirable, be granted to an employee either before and in anticipation of, or upon or at any time after, his actual retirement.

Payments to any Director or past Director of any sum by way of compensation for loss of office or as consideration for or in connection with his retirement from office (not being a payment to which the Director is contractually entitled) must be approved by the Company in general meeting.

There are no provisions in the Bye-laws relating to the making of loans to Directors. However, the Bermuda Companies Act contains restrictions on companies making loans or providing security for loans to their directors, the relevant provisions of which are summarised in the paragraph headed "Bermuda Company Law" in Section 6 of this Part 6.

5.2.17 *Disclosure of interests in contracts*

A Director may hold any other office or place of profit with the Company (except that of auditor of the Company) in conjunction with his office of Director for such period and, subject to the Bermuda Companies Act, upon such terms as the Board may determine, and may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) in addition to any remuneration provided for by or pursuant to any other Bye-laws. A Director may be or become a director or other officer of, or a member of, any company promoted by the Company or any other company in which the Company may be interested, and shall not be liable to account to the Company or the members for any remuneration, profits or other benefits received by him as a director, officer or member of, or from his interest in, such other company.

Subject to the Bermuda Companies Act and to the Bye-laws, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatsoever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or the fiduciary relationship thereby established. A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement with the Company shall declare in accordance with the Bermuda Companies Act the nature of his interest at the meeting of the Board at which the question of entering into the transaction is first taken into consideration or if the Director did not at the date of that meeting know his interest existed in the transaction, at the first meeting of the Board after he knows that he is or has become interested.

Save as provided in the Bye-laws, a Director shall not vote in respect of any contract, arrangement, transaction or any other proposal in which he has an interest which (together with any interest of any person connected with him) is a material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall still be counted in the quorum at a meeting in relation to any resolution on which he is prohibited from voting.

A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote on any resolution including:

(a) the giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;

(b) the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

(c) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;

(d) any contract, arrangement, transaction or other proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever provided that he is not the holder of or beneficially interested in one per cent or more of any class of the equity share capital of such company (or of a third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for this purpose to be a material interest in all circumstances);

(e) any contract, arrangement, transaction or proposal concerning the adoption modification or operation of any scheme for enabling employees including full time executive Directors of the Company and/or any subsidiary to acquire shares of the Company or any arrangement for the benefit of employees of the Company or any of its subsidiaries under which the Director benefits in a similar manner to employees and which does not accord to any Director as such any privilege not accorded to the employees to whom the scheme relates; and

(f) any arrangement for purchasing or maintaining for any officer or auditor of the Company or any of its subsidiaries insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, breach of duty or breach of trust for which he may be guilty in relation to the Company or any of its subsidiaries of which he is a director, officer or auditor.

The Board may also cause the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company to be exercised in such manner in all respects as it thinks fit, including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors or other officers or servants of such other company, or voting or providing for the payment of remuneration to such officers or servants.

5.2.18 *Annual general meetings*

An annual general meeting of the Company must be held in each year other than the year in which its statutory meeting is convened at such time (within a period of not more than 15 months after the holding of the last preceding annual general meeting unless a longer period would not infringe the AIM Rules) and place as may be determined by the Board.

5.2.19 *Notices of meetings and business to be conducted thereat*

An annual general meeting and any special general meeting at which it is proposed to pass a special resolution shall (save as set out in paragraph 5.2.3 above) be called by at least 21 clear days' notice in writing, and any other special general meeting shall be called by at least 14 clear days' notice (in each case exclusive of the day on which the notice is given or deemed to be given and of the day for which it is given or on which it is to take effect). The notice must specify the time and place of the meeting and, in the case of special business, the general nature of that business. The notice convening an annual general meeting shall specify the meeting as such.

Members holding at the date of deposit of the requisition no less than one-tenth of the paid up capital of the Company carrying the right of voting at general meetings of the Company have the right, by written requisition to the Board or the secretary of the Company, to require a special general meeting to be called by the Board for the transaction of any business specified in such requisition and such a meeting must be held within two months after the deposit of such requisition. If the Board does not within twenty-one days from the date of the deposit of the requisition proceed to convene such a meeting, the requisitionists themselves may convene a meeting but any meeting so convened cannot be held after the expiration of three months from the said date.

5.2.20 *Quorum for meetings and separate class meetings*

For all purposes the quorum for a general meeting shall be two members present in person (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy and entitled to vote. In respect of a separate class meeting (other than an adjourned meeting) convened to sanction the modification of class rights the necessary quorum shall be two persons holding or representing by proxy not less than one-third in nominal value of the issued shares of that class.

5.2.21 *Proxies and corporate representatives*

Any member of the Company entitled to attend and vote at a meeting of the Company is entitled to appoint another person as his proxy to attend and vote instead of him. A member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a member of the Company. In addition, a proxy or proxies representing either a member who is an individual or a member which is a corporation shall be entitled to exercise the same powers on behalf of the member which he or they represent as such member could exercise.

Any corporation which is a member may by resolution of its directors or other governing body authorise such person (or persons in the case of a Depositary) as it thinks fit to act as its representative at any general meeting of the Company or at a class meeting. The person (or persons) so authorised is entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member and such corporation shall for the purposes of the Bye-laws be deemed to be present in person at any such meeting if a person (or persons) so authorised is present thereat.

5.2.22 *Accounts and audit*

The Board shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place, and of the property, assets, credits and liabilities of the Company and of all other matters required by the provisions of the Bermuda Companies Act or necessary to give a true and fair view of the Company's affairs and to explain its transactions.

The accounting records shall be kept at the registered office of the Company or, subject to the Bermuda Companies Act, at such other place or places as the Board decides and shall always be open to inspection by any Director. No member (other than a Director) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board or the Company in general meeting.

Subject to the Bermuda Companies Act, a printed copy of the Directors' report, accompanied by the balance sheet and profit and loss account, including every document required by law to be annexed thereto, made up to the end of the applicable financial year and containing a summary of the assets and liabilities of the Company under convenient heads and a statement of income and expenditure, together with a copy of the auditors' report, shall be sent to each person entitled thereto at least 21 days before the date of the general meeting and at the same time as the notice of annual general meeting and laid before the Company in general meeting in accordance with the requirements of the Bermuda Companies Act provided that this provision shall not require a copy of those documents to be sent to any person whose address the Company is not aware or to more than one of the joint holders of any shares or debentures; however, to the extent permitted by and subject to compliance with all applicable laws, including the AIM Rules, the Company may send to such persons summarised financial statements derived from the Company's annual accounts and the directors' report instead provided that any such person may by notice in writing served on the Company, demand that the Company sends to him, in addition to the summarised financial statements, a complete printed copy of the Company's annual financial statement and the directors' report thereon.

Subject to the Bermuda Companies Act, at the annual general meeting or at a subsequent special general meeting in each year, the members shall appoint an auditor to audit the accounts of the Company and such auditor shall hold office until the members appoint another auditor. Such auditor may be a member but no Director or officer or employee of the Company shall, during his continuance in office, be eligible to act as an auditor of the Company. The remuneration of the auditor shall be fixed by the Company in general meeting or in such manner as the members may determine.

The financial statements of the Company shall be audited by the auditor in accordance with generally accepted auditing standards. The auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the auditor shall be submitted to the members in general meeting. The generally accepted auditing standards referred to herein may be those of a country or jurisdiction other than Bermuda. If the auditing standards of a country or jurisdiction other than Bermuda are used, the financial statements and the report of the auditor should disclose this fact and name such country and jurisdiction.

5.2.23 *Inspection of register of members*

The register and branch register of members shall be open to inspection, without charge, on every business day, subject to such reasonable restrictions as the Board may impose, so that not less than two hours in each business day be allowed for inspection, unless the register is closed in accordance with the Bermuda Companies Act.

5.2.24 *Procedures on liquidation*

A resolution that the Company be wound up by the court or be wound up voluntarily shall be an ordinary resolution.

If the Company shall be wound up (whether the liquidation is voluntary or by the court) the liquidator may, with the authority of an ordinary resolution and any other sanction required by the Bermuda Companies Act, divide among the members in specie or kind the whole or any part of the assets of the Company whether the assets shall consist of property of one kind or shall consist of properties of different kinds and the liquidator may, for such purpose, set such value as he deems fair upon any one or more class or classes of property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like authority, shall think fit, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

5.2.25 *Untraceable members*

The Company may sell any of the shares of a member who is untraceable if (i) all cheques or placing warrants (being not less than three in total number) for any sum payable in cash to the holder of such shares have remained uncashed for a period of 12 years; (ii) upon the expiry of the 12 year period, the Company has not during that time received any indication of the existence of the member; and (iii) the Company has caused an advertisement to be published in newspapers giving notice of its intention to sell such shares and a period of three months has elapsed since such advertisement and the London Stock Exchange has been notified of such intention. The net proceeds of any such sale shall belong to the Company and upon receipt by the Company of such net proceeds, it shall become indebted to the former member of the Company for an amount equal to such net proceeds.

5.2.26 *Variation of Memorandum of Association and Bye-laws and change of name of the Company*

The Memorandum of Association may be altered by the Company in general meeting. The Bye-laws may be amended by the Directors subject to the confirmation of the Company in general meeting. The Bye-laws state that a special resolution shall be required to alter the provisions of the Memorandum of Association or to confirm any amendment to the Bye-laws or to change the name of the Company. For these purposes, a resolution is a special resolution if it has been passed by a majority of not less than three-fourths of the votes cast by such members of the Company as, being entitled to do so, vote in person or, in the case of such members as are corporations, by their respective duly authorised representatives or, where proxies are allowed, by proxy at a general meeting of which not less than 21 clear days' notice specifying the intention to propose the resolution as a special resolution has been duly given. Except in the case of an annual general meeting, the requirement of 21 clear days' notice may be waived by a majority in number of the members having the right to attend and vote at the relevant meeting, being a majority together holding not less than 95 percent in nominal value of the shares giving that right.

## 6. Bermuda company law

The Company is incorporated in Bermuda and, therefore, operates subject to Bermuda law. Set out below is a summary of certain provisions of Bermuda company law, although this does not purport to contain all applicable qualifications and exceptions or to be a complete review of all matters of Bermuda company law and taxation, which may differ from equivalent provisions in jurisdictions with which interested parties may be more familiar:

6.1 *Share capital*

The Bermuda Companies Act provides that where a company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount or value of the premiums on those shares shall be transferred to an account, to be called the "share premium account", to which the provisions of the Bermuda Companies Act relating to a reduction of share capital of a company shall apply as if the share premium account were paid up share capital of the company except that the share premium account may be applied by the company:

(i) in paying up unissued shares of the company to be issued to members of the company as fully paid bonus shares;

(ii) in writing off:

  (a) the preliminary expenses of the company; or

  (b) the expenses of, or the commission paid or discount allowed on, any issue of shares or debentures of the company; or

(iii) in providing for the premiums payable on redemption of any shares or of any debentures of the company.

In the case of an exchange of shares the excess value of the shares acquired over the nominal value of the shares being issued may be credited to a contributed surplus account of the issuing company.

The Bermuda Companies Act permits a company to issue preference shares and subject to the conditions stipulated therein to convert those preference shares into redeemable preference shares.

The Bermuda Companies Act includes certain protections for holders of special classes of shares, requiring their consent to be obtained before their rights may be varied. Where provision is made by the memorandum of association or bye-laws for authorising the variation of rights attached to any class of shares in the company, the consent of the specified proportions of the holders of the issued shares of that class or the sanction of a resolution passed at a separate meeting of the holders of those shares is required, and where no provision for varying such rights is made in the memorandum of association or bye-laws and nothing therein precludes a variation of such rights, the written consent of the holders of three-fourths of the issued shares of that class or the sanction of a resolution passed as aforesaid is required.

6.2 *Financial assistance to purchase shares of a company or its holding company*

A company is prohibited from providing financial assistance for the purpose of an acquisition of its own or its holding company's shares unless there are reasonable grounds for believing that the company is, and would after the giving of such financial assistance be, able to pay its liabilities as they become due. In certain circumstances, the prohibition from giving financial assistance may be excluded such as where the assistance is only an incidental part of a larger purpose or the assistance is of an insignificant amount such as the payment of minor costs. In addition, the Bermuda Companies Act expressly permits the grant of financial assistance where (i) the financial assistance does not reduce the company's net assets or, to the extent the net assets are reduced, such financial assistance is provided for out of funds of the company which would otherwise be available for dividend or distribution; (ii) an affidavit of solvency is sworn by the directors of the company; and (iii) the financial assistance is approved by resolution of shareholders of the company.

6.3 *Purchase of shares and warrants by a company and its subsidiaries*

A company may, if authorised by its memorandum of association or bye-laws, purchase its own shares. Such purchases may only be effected out of the capital paid up on the purchased shares or out of the funds of the company otherwise available for dividend or distribution or out of the proceeds of a fresh issue of shares made for the purpose. Any premium payable on a purchase over the par value of the shares to be purchased must be provided for out of funds of the company otherwise available for dividend or distribution or out of the company's share premium account. Any amount due to a shareholder on a purchase by a company of its own shares may (i) be paid in cash; (ii) be satisfied by the transfer of any part of the undertaking or property of the company having the same value; or (iii) be satisfied partly under sub-paragraph (i) and partly under sub-paragraph (ii). Any purchase by a company of its own shares may be authorised by its Board of directors or otherwise by or in accordance with the provisions of its bye-laws. Such purchase may not be made if, on the date on which the purchase is to be effected, there are reasonable grounds for believing that the company is, or after the purchase would be, unable to pay its liabilities as they become due. The shares so purchased will be treated as cancelled and the company's issued but not its authorised, capital will be diminished accordingly.

A company is not prohibited from purchasing and may purchase its own warrants subject to and in accordance with the terms and conditions of the relevant warrant instrument or certificate. There is no requirement under Bermuda law that a company's memorandum of association or its bye-laws contain a specific provision enabling such purchases and the directors of a company may rely upon the general power contained in its memorandum of association to buy and sell and deal in personal property of all kinds.

Under Bermuda law, a subsidiary may hold shares in its holding company and in certain circumstances, may acquire such shares. The holding company is, however, prohibited from giving financial assistance for the purpose of the acquisition, subject to certain circumstances provided by the Bermuda Companies Act.

A company, whether a subsidiary or a holding company, may only purchase its own shares for cancellation if it is authorised to do so in its memorandum of association or bye-laws pursuant to section 42A of the Bermuda Companies Act.

A company may, if it is authorised to do so in its memorandum of association or bye-laws pursuant to section 42B of the Bermuda Companies Act acquire its own shares to be held as treasury shares. Generally the rights attaching to shares are curtailed while they are held as treasury shares.

6.4 *Dividends and distributions*

A company may not declare or pay a dividend, or make a distribution out of contributed surplus, if there are reasonable grounds for believing that (i) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) the realisable value of the company's assets would thereby be less than the aggregate of its liabilities and its issued share capital and share premium accounts. Contributed surplus is defined for purposes of section 54 of the Bermuda Companies Act to include the proceeds arising from donated shares, credits resulting from the redemption or conversion of shares at less than the amount set up as nominal capital and donations of cash and other assets to the company.

6.5 *Protection of minorities*

Class actions and derivative actions are generally not available to shareholders under the laws of Bermuda. The Bermuda courts, however, would ordinarily be expected to permit a shareholder to commence an action in the name of a company to remedy a wrong done to the company where the act complained of is alleged to be beyond the corporate power of the company or is illegal or would result in the violation of the company's memorandum of association and bye-laws. Furthermore, consideration would be given by the court to acts that are alleged to constitute a fraud against the minority shareholders or, for instance, where an act requires the approval of a greater percentage of the company's shareholders than actually approved it.

Any member of a company who complains that the affairs of the company are being conducted or have been conducted in a manner oppressive or prejudicial to the interests of some part of the members, including himself, may petition the court which may, if it is of the opinion that to wind up the company would unfairly prejudice that part of the members but that otherwise the facts would justify the making of a winding up order on just and equitable grounds, make such order as it thinks fit, whether for regulating the conduct of the company's affairs in future or for the purchase of shares of any members of the company by other members of the company or by the company itself and in the case of a purchase by the company itself, for the reduction accordingly of the company's capital, or otherwise. Bermuda law also provides that the company may be wound up by the Bermuda court, if the court is of the opinion that it is just and equitable to do so. Both these provisions are available to minority shareholders seeking relief from the oppressive conduct of the majority, and the court has wide discretion to make such orders as it thinks fit.

Except as mentioned above, claims against a company by its shareholders must be based on the general laws of contract or tort applicable in Bermuda.

A statutory right of action is conferred on subscribers of shares in a company against persons, including directors and officers, responsible for the issue of a prospectus in respect of damage suffered by reason of an untrue statement therein, but this confers no right of action against the company itself. In addition, such company, as opposed to its shareholders, may take action against its officers including directors, for breach of their statutory and fiduciary duty to act honestly and in good faith with a view to the best interests of the company.

6.6 *Management*

The Bermuda Companies Act contains no specific restrictions on the power of directors to dispose of assets of a company, although it specifically requires that every officer of a company, which includes a director, managing director and secretary, in exercising his powers and discharging his duties must do so honestly and in good faith with a view to the best interests of the company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Furthermore, the Bermuda Companies Act requires that every officer should comply with the Bermuda Companies Act, regulations passed pursuant to the Bermuda Companies Act and the bye-laws of the company.

6.7 *Accounting and auditing requirements*

The Bermuda Companies Act requires a company to cause proper records of accounts to be kept with respect to (i) all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place; (ii) all sales and purchases of goods by the company and (iii) the assets and liabilities of the company.

Furthermore, it requires that a company keeps its records of account at the registered office of the company or at such other place as the directors think fit and that such records shall at all times be open to inspection by the directors or the resident representative of the company. If the records of account are kept at some place outside Bermuda, there shall be kept at the office of the company in Bermuda such records as will enable the directors or the resident representative of the company to ascertain with reasonable accuracy the financial position of the company at the end of each three month period, except that where the company is listed on an appointed stock exchange, there shall be kept such records as will enable the directors or the resident representative of the company to ascertain with reasonable accuracy the financial position of the company at the end of each six month period.

The Bermuda Companies Act requires that the directors of the company must, at least once a year, lay before the company in general meeting financial statements for the relevant accounting period. Further, the company's auditor must audit the financial statements so as to enable him to report to the members. Based on the results of his audit, which must be made in accordance with generally accepted auditing standards, the auditor must then make a report to the members. The generally accepted auditing standards may be those of a country or jurisdiction other than Bermuda or such other generally accepted auditing standards as may be approved by the Minister of Finance of Bermuda under the Bermuda Companies Act; and where the generally accepted auditing standards used are other than those of Bermuda, the report of the auditor shall identify the generally accepted auditing standards used. All members of the company are entitled to receive a copy of every financial statement prepared in accordance with these requirements, at least five days before the general meeting of the company at which the financial statements are to be tabled. A company the shares of which are listed on an appointed stock exchange may send to its members summarised financial statements instead. The summarised financial statements must be derived from the company's financial statements for the relevant period and contain the information set out in the Bermuda Companies Act. The summarised financial statements sent to the company's members must be accompanied by an auditor's report on the summarised financial statements and a notice stating how a member may notify the company of his election to receive financial statements for the relevant period and/or for subsequent periods.

The summarised financial statements together with the auditor's report thereon and the accompanied notice must be sent to the members of the company not less than 21 days before the general meeting at which the financial statements are laid. Copies of the financial statements must be sent to a member who elects to receive the same within 7 days of receipt by the company of the member's notice of election.

6.8 *Auditors*

At each annual general meeting, a company must appoint an auditor to hold office until the close of the next annual general meeting; however, this requirement may be waived if all of the shareholders and all of the directors, either in writing or at the general meeting, agree that there shall be no auditor.

A person, other than an incumbent auditor, shall not be capable of being appointed auditor at an annual general meeting unless notice in writing of an intention to nominate that person to the office of auditor has been given not less than 21 days before the annual general meeting. The company must send a copy of such notice to the incumbent auditor and give notice thereof to the members not less than 7 days before the annual general meeting. An incumbent auditor may, however, by notice in writing to the secretary of the company waive the requirements of the foregoing.

Where an auditor is appointed to replace another auditor, the new auditor must seek from the replaced auditor a written statement as to the circumstances of the latter's replacement. If the replaced auditor does not respond within 15 days, the new auditor may act in any event. An appointment as auditor of a person who has not requested a written statement from the replaced auditor is voidable by a resolution of the shareholders at a general meeting. An auditor who has resigned, been removed or whose term of office has expired or is about to expire, or who has vacated office is entitled to attend the general meeting of the company at which he is to be removed or his successor is to be appointed; to receive all notices of, and other communications relating to, that meeting which a member is entitled to receive; and to be heard at that meeting on any part of the business of the meeting that relates to his duties as auditor or former auditor.

6.9 *Exchange control*

An exempted company is usually designated as "non-resident" for Bermuda exchange control purposes by the BMA. Where a company is so designated, it is free to deal in currencies of countries outside the Bermuda exchange control area which are freely convertible into currencies of any other country. The permission of the BMA is required for the issue of shares and warrants by the company and the subsequent transfer of such shares and warrants. In granting such permission, the BMA accepts no responsibility for the financial soundness of any proposals or for the correctness of any statements made or opinions expressed in any document with regard to such issue. Before the company can issue or transfer any further shares and warrants in excess of the amounts already approved, it must obtain the prior consent of the BMA.

Permission of the BMA will normally be granted for the issue and transfer of shares and warrants to and between persons regarded as resident outside Bermuda for exchange control purposes without specific consent for so long as the shares and warrants are listed on an appointed stock exchange (as defined in the Bermuda Companies Act). Issues to and transfers involving persons regarded as "resident" for exchange control purposes in Bermuda will be subject to specific exchange control authorisation.

6.10 *Loans to directors*

Bermuda law prohibits the making of loans by a company to any of its directors or to their families or companies in which they hold more than a 20 per cent. interest, without the consent of any member or members holding in aggregate not less than nine-tenths of the total voting rights of all members having the right to vote at any meeting of the members of the company. These prohibitions do not apply to anything done to provide a director with funds to meet the expenditure incurred or to be incurred by him for the purposes of the company, provided that the company gives its prior approval at a general meeting or, if not, the loan is made on condition that it will be repaid within six months of the next following annual general meeting if the loan is not approved at or before such meeting. If the approval of the company is not given for a loan, the directors who authorised it will be jointly and severally liable for any loss arising therefrom.

6.11 *Inspection of corporate records*

Members of the general public have the right to inspect the public documents of a company available at the office of the Registrar of Companies in Bermuda which will include the company's certificate of incorporation, its memorandum of association (including its objects and powers) and any alteration to the company's memorandum of association. The members of the company have the additional right to inspect the bye-laws of a company, minutes of general meetings and the company's audited financial statements, which must be presented to the annual general meeting. Minutes of general meetings of a company are also open for inspection by directors of the company without charge for not less than two hours during business hours each day. The register of members of a company is open for inspection by members without charge and to members of the general public without charge. The company is required to maintain its share register in Bermuda but may, subject to the provisions of the Bermuda Companies Act, establish a branch register outside Bermuda. Any branch register of members established by the company is subject to the same rights of inspection as the principal register of members of the company in Bermuda. Any person may require a copy of the register of members or any part thereof which must be provided within fourteen days of a request. Bermuda law does not, however, provide a general right for members to inspect or obtain copies of any other corporate records.

A company is required to maintain a register of directors and officers at its registered office and such register must be made available for inspection for not less than two hours in each day by members of the public without charge. If summarised financial statements are sent by a company to its members pursuant to section 87A of the Bermuda Companies Act, a copy of the summarised financial statements must be made available for inspection by the public at the registered office of the company in Bermuda.

6.12 *Winding up*

A company may be wound up by the Bermuda court on application presented by the company itself, its creditors or its contributors. The Bermuda court also has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the Bermuda court, just and equitable that such company be wound up.

A company may be wound up voluntarily when the members so resolve in general meeting, or, in the case of a limited duration company, when the period fixed for the duration of the company by its memorandum expires, or the event occurs on the occurrence of which the memorandum provides that the company is to be dissolved. In the case of a voluntary winding up, such company is obliged to cease to carry on its business from the time of passing the resolution for voluntary winding up or upon the expiry of the period or the occurrence of the event referred to above. Upon the appointment of a liquidator, the responsibility for the company's affairs rests entirely in his hands and no future executive action may be carried out without his approval.

Where, on a voluntary winding up, a majority of directors make a statutory declaration of solvency, the winding up will be a members' voluntary winding up. In any case where such declaration has not been made, the winding up will be a creditors' voluntary winding up.

In the case of a members' voluntary winding up of a company, the company in general meeting must appoint one or more liquidators within the period prescribed by the Bermuda Companies Act for the purpose of winding up the affairs of the company and distributing its assets. If the liquidator at any time forms the opinion that such company will not be able to pay its debts in full, he is obliged to summon a meeting of creditors.

As soon as the affairs of the company are fully wound up, the liquidator must make up an account of the winding up, showing how the winding up has been conducted and the property of the company has been disposed of, and thereupon call a general meeting of the company for the purposes of laying before it the account and giving an explanation thereof. This final general meeting requires at least one month's notice published in an appointed newspaper in Bermuda.

In the case of a creditors' voluntary winding up of a company, the company must call a meeting of creditors of the company to be summoned on the day following the day on which the meeting of the members at which the resolution for winding up is to be proposed is held. Notice of such meeting of creditors must be sent at the same time as notice is sent to members. In addition, such company must cause a notice to appear in an appointed newspaper on at least two occasions.

The creditors and the members at their respective meetings may nominate a person to be liquidator for the purposes of winding up the affairs of the company provided that if the creditors nominate a different person, the person nominated by the creditors shall be the liquidator. The creditors at the creditors' meeting may also appoint a committee of inspection consisting of not more than five persons.

If a creditors' winding up continues for more than one year, the liquidator is required to summon a general meeting of the company and a meeting of the creditors at the end of each year to lay before such meetings an account of his acts and dealings and of the conduct of the winding up during the preceding year. As soon as the affairs of the company are fully wound up, the liquidator must make an account of the winding up, showing how the winding up has been conducted and the property of the company has been disposed of, and thereupon shall call a general meeting of the company and a meeting of the creditors for the purposes of laying the account before such meetings and giving an explanation thereof.

6.13 *The City Code*

Bermuda has no specific corporate governance regime and the City Code on Takeovers therefore does not apply as a matter of law to companies incorporated in Bermuda.

## 7. Litigation and arbitration

Since its incorporation the Company is not, nor has been, involved in any legal or arbitration proceedings nor, so far as the Directors are aware, are there any legal or arbitration proceedings pending or threatened by or against the Company which may have, or have since incorporation had, a significant effect on the Company's financial position or profitability.

## 8. Working capital

In the opinion of the Directors, taking into account the net proceeds of the Placing receivable by the Company, the working capital available to it is sufficient for its present requirements; that is for at least 12 months following the date of Admission.

## 9. Representations in relation to acquisition of Shares and Placing Warrants

Each prospective subscriber of the Shares or the Placing Warrants will be deemed to have represented, acknowledged and agreed that:

(i) It is not purchasing the Securities with the intent or purpose of evading, either alone or in conjunction with any other person, the provisions of the US Investment Company Act.

(ii) It understands that the Securities have not been and will not be registered under the US Securities Act and the Company and the Limited Partnership have not registered and will not register under the US Investment Company Act. It agrees, for the benefit of the Company, any distributors or dealers and any such persons' affiliates, that, if in the future it decides to offer, resell, pledge or otherwise transfer such Securities purchased by it, any such offer, resale, pledge or transfer will be made in compliance with the US Securities Act, the US Investment Company Act and any applicable state securities laws. It understands that the purpose of the foregoing limitations is, in part, to ensure that the Company is not required to register under the US Investment Company Act.

(iii) It acknowledges that the Company, the Registrar, any transfer agent, any distributors or dealers or their affiliates and others will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

## 10. Material contracts

The following contracts, not being contracts entered into in the ordinary course of business have been entered into by the Company in the two years immediately preceding the date of this document and are, or may be material:

### 10.1 *Placing Agreement*

On 30 July 2007 the Company entered into the Placing Agreement with the, Manager the Investment Adviser and Collins Stewart. Under the Placing Agreement, Collins Stewart has agreed on and subject to the terms and conditions of the Placing Agreement as agent for the Company to use its reasonable endeavours to procure subscribers for the Placing Shares and Placing Warrants at the Placing Price. The Placing is conditional, *inter alia*, on a minimum subscription of £25,000,000 being achieved.

If the Placing Agreement does not become unconditional by 3 August 2007 (or such later date as the Company and Collins Stewart agree) all monies received by Collins Stewart from subscribers pursuant to the Placing will be returned to them forthwith without interest.

The obligations of Collins Stewart under the Placing Agreement are conditional, *inter alia*, on: a minimum subscription of £25,000,000 pursuant to the Placing and Admission becoming effective not later than 8.00 a.m. on 3 August 2007 (or such later time, not being later than 8.00 a.m. on 17 August 2007 as the Company and Collins Stewart may agree). Collins Stewart is entitled to terminate the Placing Agreement in certain specified circumstances prior to Admission.

Subject to and on Admission the Company has agreed to pay to Collins Stewart commission of up to 4 per cent. of the aggregate subscription price of the Placing Shares placed by Collins Stewart of which Collins Stewart may rebate part of such commissions to introducers, including Palmer Capital Associates Limited. In addition, the Company has agreed to pay a corporate finance fee of £100,000 (excluding VAT) to Collins Stewart.

The Placing Agreement contains warranties and indemnities given to Collins Stewart by the Company, the Manager and the Investment Adviser as to the accuracy of information contained in this admission document and other matters relating to the Company and its business. The warranties and indemnities given by the Company are standard for an agreement of this nature.

The period within which placing participations may be accepted pursuant to the Placing and arrangements for the payment and holding of monies payable under the Placing Agreement pending Admission are set out in the Placing Agreement and in the placing letters to be sent to prospective placees.

The Placing Shares and Placing Warrants are not being offered generally and no applications have or will be accepted other than under the terms of the Placing Agreement and in the Placing Letters.

### 10.2 *Nominated Adviser Agreement*

A Nominated Adviser Agreement dated 30 July 2007 between the Company, the Directors and Collins Stewart under which Collins Stewart has agreed, inter alia, to act as the Company's nominated adviser as required by the AIM Rules. Collins Stewart has agreed to provide such advice and guidance to the Company to ensure compliance by the Company on an on-going basis with the AIM Rules as the Directors may reasonably request from time to time. Collins Stewart will receive an annual fee of £20,000 (plus VAT) for its services, payable half yearly in advance, upon Admission. The Company and the Directors have also given certain undertakings and indemnities to Collins Stewart in connection with its appointment as Nominated Adviser. This agreement is terminable by either Collins Stewart or the Company on one month's notice, such notice not to expire earlier than one year from the date of the agreement.

### 10.3 *Broker Agreement*

A Broker Agreement dated 30 July 2007 between the Company, the Directors and Collins Stewart under which Collins Stewart has agreed to act as the Company's broker on an ongoing basis. Collins Stewart will receive an annual fee of £20,000 (plus VAT) for its services, payable half yearly in advance, upon Admission. The Company and the Directors have also given certain undertakings and indemnities to Collins Stewart in connection with its appointment as broker. This agreement is terminable by either Collins Stewart or the Company on one month's notice, such notice not to expire earlier than one year from the date of the agreement.

### 10.4 *Branch Registrar Agreement*

Pursuant to a branch registrar agreement between the Branch Registrar and the Company dated 30 July 2007, the Branch Registrar is retained by the Company to maintain in Jersey a branch register as regards the members of the Company and where applicable a separate register of loan stock, debentures, warrantholders and interested parties pursuant to DTR5 and to provide related services. The agreement may be terminated by either party on serving 6 months written notice on the other (or such lesser notice period as may be reasonably agreed between the parties and in the case of termination by the Branch Registrar on such shorter period only where a suitable replacement branch registrar has been found). It may be terminated immediately by either party in certain specified circumstances. The basic fee payable by the Company to the Branch Registrar is £750 to cover set up costs, subject to an annual minimum fee of £4,500 to maintain the share register, warrant register and interested parties register, such fee to be paid subject to annual review from the first anniversary of the signing of the agreement. Preparation of documents in relation to dividends are excluded from the aforementioned fee tariff.

10.5 *Management Agreement*

Pursuant to an agreement dated 30 July 2007 and made between the Company and the Manager, the Manager has been appointed to provide various management services to the Company and also to provide information, advice, assistance and various facilities. The Manager has the authority for and in the name of the Company to, amongst other things, invest and reinvest assets of the Company in various financial instruments, purchase Securities or investments, borrow or raise monies, lend Securities, funds or other property and engage any consultants, attorneys or other professionals as deemed necessary and to enter into any other contracts or agreements in connection with any of the activities it provides to the Company.

After an initial period of nine years, the Manager or the Company may terminate the Management Agreement on providing ninety days notice in writing. The Company may also terminate the Management Agreement on providing ninety days notice in writing if Peter Dubens and any one other Key Person leaves the Investment Adviser or if the Investment Adviser Agreement is terminated without similar investment services being contracted with an entity in which Peter Dubens and at least one other Key Person is interested. At any other time, either party may terminate the Management Agreement if amongst other things, either party commits a material breach which is not remedied within 30 days, is unable to pay its debts as they fall due, or is the subject of a court order for its winding up or liquidation. The Company and the Manager have represented and warranted to each other and agreed that the Management Agreement constitutes an arms length agreement between the parties.

The Manager shall procure that Peter Dubens and at least one other Key Person provide investment advisory services to the Company pursuant to the Investment Adviser Agreement or such other investment adviser agreement that the Manager may enter from time to time.

The Manager shall receive a management fee of 1 per cent. of the assets invested in cash or near cash deposits of the Company, but excluding the value of any Commitments to the Limited Partnership or commitments to any successor fund where the Manager will receive a fee pursuant to a limited partnership management agreement. The Manager shall also receive a management fee of 2 per cent. of the net asset value of any co-investments made with the Limited Partnership or any successor limited partnership.

The Manager shall also receive a performance fee of 20 per cent. of the excess of the amount earned by the Company over and above an 8 per cent hurdle rate per annum on any monies invested as a co-investment with the Limited Partnership or any successor limited partnership. Any co-investment will be treated as a segregated pool of investments by the Company. If the calculation period is greater than one year, the hurdle rate shall be compounded on each anniversary of the start of the calculation period for each segregated co-investment. If the Manager does not exceed the hurdle rate on any given co-investment that co-investment shall be included in the next calculation on a co-investment so that the hurdle rate is measured across both co-investments. No previous payments of performance fee will be affected if any co-investment does not reach the hurdle rate of return.

The Company shall be obliged to change its name and to cease using the name "Oakley" in any way if the agreement is terminated (such change to be made in accordance with the terms of its Bye-laws and any applicable provisions of Bermuda company law).

10.6 *Investment Adviser Agreement*

Pursuant to an agreement dated 30 July 2007 and made between the Manager and the Investment Adviser, the Manager has delegated the provision of investment management and related services to the Investment Adviser. The provision of such services being subject always to the overall policy, instructions and supervision of the Manager. The Investment Adviser has the power to enter into any agreement, contract, transaction or arrangement in relation to, amongst other things, the purchase, acquisition, holding, exchange or variation of investments on behalf of the Company and has full power and discretionary authority to act on behalf of and bind the Company.

The Investment Adviser Agreement shall continue in full force and effect until terminated by the Investment Adviser or Manager, each of which must provide ninety days notice in writing. At any time the Investment Adviser Agreement may be terminated by notice in writing if any of the parties it, amongst other things, commits any material breach of the Investment Adviser Agreement, is unable to pay debts as they fall due or becomes insolvent or has a receiver appointed over all or any substantial part of its undertaking, assets or revenues. Under this agreement, the Investment Adviser is able to provide investment advisory services to other persons.

10.7 *Administration Agreement*

Pursuant to an administration agreement dated 30 July 2007, and made between the Administrator and the Company, the Administrator has been appointed to perform administrative services to the Company including maintaining the official registers of shareholders and warrantholders of the Company, calculating net asset value, maintaining accounting records, preparing financial statements for audit proposes and liaising with auditors.

The Administration Agreement provides for the indemnification of the Administrator from and against any and all liabilities of any kind or nature whatsoever (other than those resulting from fraud, gross negligence, bad faith or wilful misconduct on its part or on the part of the Administrator which may be imposed on, incurred by or asserted against the Administrator in performing its obligations or duties there under. The Administration Agreement may be terminated by the Company or the Administrator upon 3 months' written notice.

10.8 *Company Custodian Agreement*

Pursuant to a Company Custodian Agreement dated 30 July 2007, and made between the Company Custodian and the Company, the Company Custodian has been appointed to perform services to the Company including holding and recording the investments of the Company and executing transactions in respect of those investments.

The Company Custodian Agreement provides for the indemnification of the Company Custodian from and against any and all liabilities incurred in the performance of its duties (other than those resulting from gross negligence or default on its part or on the part of the Company Custodian). The Company Custodian Agreement may be terminated by the Company or the Company Custodian upon 30 days' written notice.

## 11. General

11.1 KPMG Audit Plc (a member of the Institute of Chartered Accountants of England and Wales) has given and has not withdrawn its written consent to the inclusion of its report in this admission document in the form and context in which it appears and authorises the contents of that report for the purposes of Schedule Two of the AIM Rules for Companies. To the best of the knowledge of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in its report is in accordance with the facts and contains no omission likely to affect its import.

11.2 Collins Stewart has given and has not withdrawn its written consent to the issue of this document with the inclusion of its name in the form and context which it appears.

11.3 The principal place of business and registered office of the Company is at 11 Harbour Road, Paget PG01, Bermuda.

11.4 KPMG act as auditors to the Limited Partnership and the Company.

11.5 The Investment Adviser or Manager is or may be a promoter of the Company. Save as disclosed in Section 10 above, no amount or benefit has been paid, or given, to the promoter or any of its subsidiaries since the incorporation of the Company and is intended to be paid, or given.

11.6 On the basis that the Placing is fully subscribed, the costs and expenses (including value added tax where relevant) of, and incidental to, the Placing payable by the Company should not exceed 4.5 per cent., of the Initial Gross Proceeds. On the basis that the Placing is fully subscribed, the estimated net proceeds are expected to be £95.5 million. The maximum number of Placing Shares available under the Placing should not be taken as an indication of the number of Shares finally to be issued.

11.7 As the Shares have a par value of 1 pence per Share, the Placing Price of £1.00 per Placing Share consists of 99 pence share premium.

11.8 The Ordinary Shares and the Placing Warrants are in registered form and are in certified form. However, it is proposed that, with effect from Admission, Ordinary Shares and Placing Warrants may be delivered, held and settled in CREST by means of the creation of dematerialised interests representing such Ordinary Shares and Placing Warrants. Pursuant to a method proposed by Euroclear under which transactions in international securities may be settled through the CREST system, the CREST Depositary, will issue dematerialised depositary interests representing entitlements to Ordinary Shares and Placing Warrants, known as Depositary Interests or "DIs". The DIs will be independent securities constituted under English law which may be held and transferred through the CREST system.

11.9 CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by certificates and transferred otherwise than by written instrument. The Bye-laws of the Company permit the holding of the Ordinary Shares under the CREST system. The Directors intend to apply for the Ordinary Shares to be admitted to CREST with effect from Admission. Accordingly it is intended that settlement of transactions in the Ordinary Shares following Admission may take place within the CREST system if the relevant Shareholders so wish. CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so upon request from the Registrar.

11.10 The Placing Shares have ISIN BMG670131058 and the Placing Warrants have ISIN BMG670131132.

11.11 The Company has appointed the CREST Depositary to provide the DI arrangements pursuant to the Depositary Services Agreement.

The DIs will be created pursuant to and issued on the terms of the deed poll executed by the Depositary in favour of the holders of the DIs from time to time (the "Deed Poll"). Prospective holders of DIs should note that they will have no rights in respect of the underlying Ordinary Shares or Placing Warrants or the DIs representing them against Euroclear or its subsidiaries.

11.12 The Company does not own any premises and does not lease any premises.

11.13 The Company will not take direct legal or management control of investments. The Limited Partnership may take legal control of investments, but will not take management control of investments. The General Partner through the Manager or the Investment Adviser may take management control of investments.

11.14 Any material change to the investment policy of the Company set out in Part 1 of this admission document may only be made with the prior approval of Shareholders.

11.15 There are no arrangements in force for the waiver of future dividends. There are no specified dates on which entitlement to dividends or interest thereon on shares of the Company arises.

11.16 No person (excluding professional advisers otherwise disclosed in this document and trade suppliers) has received, directly or indirectly, from the Company within the 12 months preceding the date of this document or has entered into any contractual arrangements (not otherwise disclosed in this document) to receive, directly or indirectly, from the Company on or after Admission fees totalling £10,000 or more or securities in the Company having a value of £10,000 or more calculated by reference to the issue price or any other benefit with a value of £10,000 or more at the date of Admission.

11.17 Where information has been sourced from a third party this information has been accurately reproduced. So far as the Company and the Directors are aware and are able to ascertain from information provided by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

11.18 Save as disclosed in this document, there are no patents, intellectual property rights, licences or any industrial, commercial or financial contracts or new manufacturing processes which are or may be material to the business or profitability of the Company.

11.19 Save as disclosed in this document, there has been no significant change in the financial or trading position of the Company since 28 June 2007 being the date of incorporation of the Company.

11.20 Other than the proposed application for Admission, the Ordinary Shares have not been admitted to dealings on any recognised investment exchange nor has any application for an admission been made. The Directors do not currently intend to make any other arrangements for dealings in the Ordinary Shares on any other exchange.

11.21 The statutory records of the Company are kept at its registered office.

11.22 There is no time period in which the Company has to make an investment before returning funds to shareholders.

11.23 The Limited Partnership is an exempted limited partnership in Bermuda and is registered pursuant to the Limited Partnership Act 1883 (as amended) of Bermuda, the Partnership Act 1902 (as amended) of Bermuda and the Exempted Partnership Act 1992 (as amended) of Bermuda. The telephone number of the Limited Partnership is +1 441 236 6300.

## 12. Availability of admission document

Copies of this document will be available free of charge to the public during normal business hours on any weekday (except Saturdays, Sundays and public holidays) from the registered office of the Company and from the offices of Collins Stewart, 9th Floor, 88 Wood Street, London EC2V 7QR from the date of this document for not less than one month.

## 13. Documents available for inspection

Copies of the following documents will be available for inspection at the registered office of the Company and the offices of SJ Berwin LLP, 10 Queen Street Place, London EC4R 1BE during normal business hours on any week day (Saturdays and Public Holidays excepted) from the date of this document until a date one month following Admission:

(a) the Memorandum of Association and Bye-laws of the Company;

(b) the report produced by KPMG Audit Plc set out at Part 4 of this document; and

(c) this document.

Dated: 30 July 2007

Produced by Portman Lodge Limited