

Dok49200

DATED 7 June 2007

**ADVANCE FRONTIER MARKETS FUND LIMITED**

**WARRANT INSTRUMENT**

**LG**

THIS DEED POLL dated

7 June 2007

is executed by:

- (1) **ADVANCE FRONTIER MARKETS FUND LIMITED** (the "Company") a company incorporated in Guernsey under The Companies (Guernsey) Laws 1994 to 1996, as amended, with registered number 46809 whose registered office is situated at 1 Le Marchant Street, St. Peter Port, Guernsey GY1 4HP.

WHEREAS:

- (A) The Company has previously resolved to create and issue up to million Ordinary Shares (as defined below) at US\$1.00 per share with Warrants attached on a one for five basis.
- (B) Accordingly the Company now wishes to execute this Deed Poll defining the rights and interests of the registered holders for the time being of such Warrants and to afford protection for such rights and interests.

NOW THIS DEED POLL WITNESSETH and the Company declares as follows:

**1. INTERPRETATION**

- 1.1 In this Deed Poll (but not, for the avoidance of doubt, in the Annexure hereto) unless the context otherwise requires the following expressions shall have the following meanings:

"Conditions"	means the terms and conditions of the Warrants set out in Annexure 1 hereto;
"Ordinary Shares"	means ordinary shares of no par value in the capital of the Company;
"Subscription Rights"	means the rights attaching to each Warrant entitling the registered holder to subscribe for Ordinary Shares in accordance with the Conditions;
"Warrantholder"	means a holder of Warrants; and
"Warrants"	means the Warrants to subscribe for Ordinary Shares issued pursuant hereto and for the time being outstanding.

- 1.2 Words denoting the singular number only shall include the plural number and vice versa.

- 1.3 Words denoting the masculine gender shall include the feminine gender also.

- 1.4 Words denoting persons only shall include corporations.

**2. UNDERTAKINGS BY THE COMPANY**

- 2.1 The Company undertakes that upon exercise of the Subscription Rights by a holder of a Warrant in accordance with the Conditions it shall issue and deliver to the person(s) entitled thereto in accordance with the Conditions, free of charge, share certificate(s) in respect of the Ordinary Shares issued pursuant to such exercise of the Subscription Rights.
- 2.2 The Company undertakes to keep available for issue sufficient authorised share capital to satisfy in full all Subscription Rights remaining exercisable.

**3. AVAILABILITY OF INSTRUMENT AND NOTIFICATION**

Every Warrantholder shall be entitled to inspect a copy of this Deed Poll at the registered office of the Company (or such other address as the Directors of the Company may from time to time notify to the holder of a Warrant) during normal business hours (Saturdays, Sundays and public

holidays excepted), and shall be entitled to receive a copy of this Deed Poll against payment of such charges as the Directors of the Company may impose in their absolute discretion.

**4. THE WARRANTS**

4.1 The Warrants shall be issued in registered form and, as the Warrants shall be in certificated form, each Warrantholder shall be entitled to a warrant certificate in the form approved by the Directors of the Company on or before the issue of the Warrants.

4.2 The Company shall comply with the terms of the Warrants and shall observe and perform the Conditions as set out in Annexure 1 hereto, which shall be deemed to be incorporated in this Deed Poll and shall be binding on the Company and the Warrantholder and all persons claiming through or under them respectively.

**5. SUIT BY WARRANTHOLDERS**

5.1 The Company hereby acknowledges and covenants that the benefit of the covenants, obligations and conditions on the part of or binding upon it contained in this Deed Poll hereto shall enure to the benefit of each and every Warrantholder.

5.2 Each Warrantholder shall be entitled to enforce the said covenants, obligations and conditions against the Company insofar as each of his Warrants is concerned, without the need to join the allottee of any such Warrant or any intervening or other Warrantholder in the proceedings for such enforcement.

**6. DELIVERY**

This Deed Poll shall take effect upon delivery to the Company's registered office at 1 Le Marchant Street, St. Peter Port, Guernsey GY1 4HP.


**7. GOVERNING LAW**

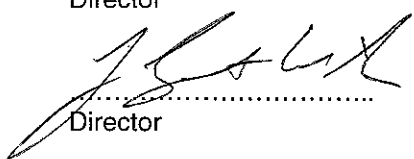
This Deed Poll shall at all times be kept outside the United Kingdom and shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this Deed has been entered into the day and the year first above written.

EXECUTED as a DEED POLL  
by **ADVANCE FRONTIER MARKETS FUND LIMITED**

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Director

  
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Director

## ANNEXURE 1 - THE CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

In this Annexure the following expressions have the following meanings, except where the context otherwise requires:

<b>“AIM”</b>	the AIM market of London Stock Exchange plc;
<b>“Articles”</b>	the articles of association of the Company as altered from time to time;
<b>“Auditors”</b>	the auditors for the time being of the Company;
<b>“Directors”</b>	the directors for the time being of the Company;
<b>“extraordinary resolution”</b>	a resolution passed at a meeting of the Warrantheolders duly convened and passed by a majority consisting of not less than three-fourths of the votes cast, whether on a show of hands or on a poll;
<b>“Shares”</b>	shares of no par value in the Company;
<b>“Registrar”</b>	the registrar of the Company appointed from time to time by the Company to maintain the registrar of Warrant Holders;
<b>“subscription date”</b>	15 June (or, if such day is not a business day, the next following business day) in any of 2008, 2009 and 2010;
<b>“subscription price”</b>	the price of US\$1.00 per Share at which the subscription rights are exercisable on each subscription date, or such adjusted price as may be determined from time to time in accordance with the provisions described in paragraph 3 below;
<b>“subscription rights”</b>	the rights to subscribe for Shares specified in paragraph 2.1 below;
<b>“Warrants”</b>	the warrants to subscribe for ordinary shares of no par value in the Company; and
<b>“Warrantheolder”</b>	a holder of Warrants

### 2. SUBSCRIPTION RIGHTS

2.1 A Warrantheolder shall have rights (“subscription rights”) to subscribe in cash on each subscription date for all or any of the Shares for which he is entitled to subscribe under such Warrants of which he is the holder at the subscription price payable in full on subscription, subject to adjustment as provided in paragraph 3 below. The number of Shares to which each Warrant relates is (prior to any adjustment as provided in paragraph 3 below) one Share. The subscription price, the number of Warrants outstanding and the number of the Shares to be subscribed upon exercise of the Warrants shall be subject to adjustment as provided in paragraph 3 below. The Warrants registered in a Warrantheolder’s name will be evidenced by a Warrant certificate issued by the Company.

2.2 In order to exercise the subscription rights, in whole or in part, a Warrantheolder must, unless the Directors may in their absolute discretion determine otherwise, lodge the relevant Warrant certificate(s) (or such other document(s) as the Company may, in its absolute discretion, accept) at the office of the Registrar during the period of 28 days ending at 3.30 p.m. on the relevant subscription date, having completed the notice of exercise of subscription rights thereon (or by giving such other notice of exercise of subscription rights as the Company may, in its absolute discretion, accept), accompanied by a remittance for the aggregate subscription price for the Shares in respect of which the subscription rights

are being exercised. The Directors may accept as valid notices of exercise of subscription rights which are received after the relevant subscription date provided they are accompanied by the correct remittance, as described above. Once lodged, a notice of exercise of subscription rights shall be irrevocable, save with the consent of the Directors. Compliance must also be made with any statutory and regulatory requirements for the time being applicable.

- 2.3 Not earlier than 56 days and not later than 28 days before each subscription date, the Company shall give notice in writing to the outstanding Warranholders reminding them of their subscription rights. Failure by any Warranholder to receive such notice shall not prejudice his rights, nor those of any other Warranholder, to subscribe for Shares pursuant to their Warrants.
- 2.4 Unless the Directors otherwise determine, the Shares arising on exercise of the Warrants shall be issued in certificated form. Shares issued pursuant to the exercise of subscription rights will be allotted not later than 14 days after, and with effect from, the relevant subscription date. Certificates in respect of Shares will be issued free of charge and despatched (at the risk of the person(s) entitled thereto) not later than 28 days after the relevant subscription date to the person(s) in whose name(s) the Warrants are registered at the date of such exercise (and, if more than one, to the first named, which shall be sufficient despatch for all) or (subject as provided by law and to payment of stamp duty, stamp duty reserve tax or any like tax as may be applicable) to such other person(s) as may be named in the form of nomination available from the Registrar (and, if more than one, to the first named, which shall be sufficient despatch for all). In the event of a partial exercise of the subscription rights evidenced by a Warrant certificate, the Company shall at the same time issue a fresh Warrant certificate in the name of the Warranholder for any balance of Warrants with subscription rights remaining exercisable.
- 2.5 No fractions of a Share will be issued on the exercise of any Warrant, provided that if more than one Warrant is exercised at the same time by the same Warranholder then, for the purposes of determining the number of Shares to be issued upon the exercise of such Warrants and whether (and, if so, what) fraction of a Share arises, the number of Shares arising on the exercise of each Warrant (including for this purpose fractions) shall first be aggregated. Any fractions of Shares arising on the exercise of Warrants on any subscription date shall be aggregated and, if practicable, sold in the market. The net proceeds of such sale will be paid to the Warranholders entitled thereto in proportion to the fractions arising on exercise of their Warrants, save that amounts of less than £5.00 will be retained for the benefit of the Company.
- 2.6 Shares allotted pursuant to the exercise of subscription rights will not rank for any dividends or other distributions declared, paid or made on the Shares by reference to a record date prior to the relevant subscription date but, subject thereto, will rank in full for all dividends and other distributions declared, paid or made on the Shares and otherwise will rank *pari passu* in all other respects with Shares in issue at the subscription date.
- 2.7 For so long as the Company's ordinary share capital is admitted to trading on AIM and admitted to listing and trading on the CISX, it is the intention of the Company to apply to AIM and the CISX for the Shares allotted pursuant to any exercise of subscription rights to be admitted to AIM and admitted to listing and trading on the CISX and the Company will use all reasonable endeavours to obtain such admission as soon as practicable and, in any event, not later than 14 days after the allotment thereof.
- 2.8 If, immediately after any subscription date (other than the final subscription date) and after giving effect to any subscription rights exercised on that date, subscription rights shall have been exercised or Warrants otherwise lapsed in respect of 75 per cent. or more of the Shares to which the Warrants issued subject to and with the benefit of this Warrant Instrument relate, the Company shall be entitled within 14 days thereafter to serve notice in writing on the Warranholders then outstanding of its intention to appoint a trustee for the purposes set out below upon the expiry of 21 days from the date of such notice (the "Notice Period") and for this purpose the Notice Period shall expire at 3.30 p.m. (London time) on the twenty-first day from the date of such notice. However, such notice shall in its terms give the Warranholders so outstanding a final opportunity to exercise their subscription rights by completing the notice of exercise of subscription rights on their Warrant certificates (or by giving such other notice of exercise of subscription rights as the Company may, in its absolute discretion, accept) and lodging the same at the office of the Registrar before the expiry of the Notice Period, accompanied by a remittance for the aggregate subscription price for the Shares in respect of

which the subscription rights are being exercised. Forthwith after the expiry of the Notice Period, the Company shall appoint a trustee who, provided that in his opinion the net proceeds of sale after deduction of any costs and expenses incurred by, and any fee payable to, him will exceed the costs of subscription, shall within the period of 14 days following the expiry of the Notice Period exercise the subscription rights which shall not have been exercised, on the terms (subject to any adjustments made previously pursuant to paragraphs 3.1 to 3.4 below) on which the same could have been exercised immediately prior to the expiry of the Notice Period if they had been exercisable on that date and sell in the market the Shares acquired on such subscription. The trustee shall distribute *pro rata* the net proceeds of such sale (after deduction of any costs and expenses incurred by, and any fee payable to, him) less such subscription costs to the persons entitled thereto at the risk of such persons within two months of the relevant subscription date, provided that entitlements of under £5.00 shall be retained for the benefit of the Company. Following the expiry of the Notice Period, if the trustee does not exercise the subscription rights within the period of 14 days following such expiry as aforesaid (and so that his decision in respect thereof shall be final and binding on all outstanding Warrantholders), all rights attaching to such Warrants shall lapse on the expiry of such period of 14 days.

- 2.9 Within seven days following the final subscription date the Company shall appoint a trustee who, provided that in his opinion the proceeds of sale after deduction of all costs and expenses incurred by, and any fee payable to, him will exceed the costs of subscription, shall within the period of 14 days following the final subscription date exercise the subscription rights which shall not have been exercised, on the terms (subject to any adjustments made previously pursuant to paragraphs 3.1 to 3.4 below) on which the same could have been exercised on the final subscription date and sell in the market the Shares acquired on such subscription. The trustee shall distribute *pro rata* the net proceeds of such sale (after deduction of any costs and expenses incurred by, and any fee payable to, him) less such subscription costs to the persons entitled thereto within two months of the final subscription date, provided that entitlements of under \$5.00 shall be retained for the benefit of the Company. If the trustee shall not exercise the subscription rights within the period of 14 days following the final subscription date (and so that his decision in respect thereof shall be final and binding on all outstanding Warrantholders), any outstanding Warrants shall lapse at the expiry of the period of 14 days following the final subscription date.
- 2.10 The trustee referred to in paragraphs 2.8 and 2.9 above shall have no liability of any nature whatsoever where he has acted honestly and reasonably and shall have no responsibility for the safe custody of, or to earn any interest on, any unpaid or unclaimed money.
- 2.11 The Warrants and the Shares issuable on exercise of the Warrants have not been and will not be registered under the US Securities Act of 1933 (as amended) (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction in the United States and the Company has not been and will not be registered under the US Investment Company Act of 1940. Each Warrant certificate will bear a legend to the effect that the Warrants and the Shares to be issued upon their exercise have not been and will not be so registered, and that the Warrants may not be exercised for cash in the US unless registered under the Securities Act or an exemption from such registration requirements is available. Accordingly, if a Warrant is exercised for cash the exercise notice is required to contain, among other things, a representation and warranty by the person exercising the subscription rights that it is (i) outside the United States in an "offshore transaction" within the meaning of Regulation S under the Securities Act or (ii) a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act that is also a "qualified purchaser" within the meaning of Section 3(c)(7) of the US Investment Company Act of 1940 that is acquiring the Shares to be issued upon exercise of the Warrant for investment purposes only and not with a view to, or for resale in connection with, any public distribution thereof within the United States within the meaning of the Securities Act, failing which the Company may refuse to authorise the issue of Shares to such person, except in certain limited circumstances.

### 3. ADJUSTMENTS OF SUBSCRIPTION RIGHTS

The subscription price (and the number of Warrants outstanding and the number of the Shares to be subscribed upon exercise of the Warrants) shall from time to time be adjusted in accordance with the provisions of this paragraph 3.

- 3.1 If and whenever the Company shall allot to holders of Shares any Shares by way of capitalisation of reserves or profits (other than Shares paid up out of distributable reserves and issued in lieu of a cash dividend), the subscription price in force immediately prior to such allotment shall be adjusted by multiplying it by a fraction of which the numerator shall be the aggregate number of issued Shares immediately before such alteration and the denominator shall be the aggregate number of issued and allotted Shares immediately after such allotment, and such adjustment shall become effective as at the date of allotment of such Shares.
- 3.2 If on a date (or by reference to a record date) before the expiry of 14 days from the final subscription date, the Company makes any offer or invitation to the holders of the Shares (whether by way of rights issue or otherwise but not being an offer to which paragraph 4.7 below applies or an offer made in connection with scrip dividend arrangements), or any offer or invitation (not being an offer to which paragraph 4.5 below applies) is made to such holders otherwise than by the Company, then the Company shall not be required to procure that the same offer or invitation is made to the then holders of the Warrants but the subscription price shall be adjusted: (i) in the case of an offer of new Shares for subscription by way of rights at a price less than the market price at the date of announcement of the terms of the offer, by multiplying the subscription price in force immediately before such announcement by a fraction of which the numerator is the number of Shares in issue on the date of such announcement plus the number of Shares which the aggregate amount payable for the total number of new Shares comprised in such rights issue would purchase at such market price and the denominator is the number of Shares in issue on the date of such announcement plus the aggregate number of Shares offered for subscription and (ii) in any other case, in such manner as the Auditors shall report in writing to be, in their opinion, fair and reasonable. Any such adjustments shall become effective, in the case of (i) above, as at the date of allotment of the new Shares which are the subject of the offer or invitation and, in the case of (ii) above, as at the date determined by the Auditors. For the purposes of this paragraph "market price" shall mean the average of the middle market quotations for one Share for the five consecutive dealing days ending on the dealing day immediately preceding the day on which the market price is to be ascertained, making an appropriate adjustment if the Shares to be issued pursuant to the offer or invitation do not rank, on some or all of the relevant dealing days, *pari passu* as to dividends or other distributions with the Shares in issue on those days.
- 3.3 No adjustment shall be made to the subscription price pursuant to paragraphs 3.1 or 3.2 above if it would result in an increase in the subscription price and, in any event, no adjustment shall be made if such adjustment would (taken together with the amount of any adjustment carried forward under the provisions of this paragraph 3.3) be less than 1 per cent. of the subscription price then in force and on any adjustment the adjusted subscription price will be rounded down to the nearest 1 cent. Any adjustment not so made and any amount by which the subscription price is rounded down will be carried forward and taken into account in any subsequent adjustment.
- 3.4 Whenever the subscription price is adjusted in accordance with paragraphs 3.1 to 3.3 above the Company shall, subject as provided below, issue, for no payment, additional Warrants to each Warrantheader at the same time as such adjustment takes effect. The number of additional Warrants to which a Warrantheader will be entitled shall be the number of existing Warrants held by him multiplied by the following fraction:

$$\frac{X - Y}{Y}$$

where:

X= the subscription price immediately before the adjustment; and

Y= the subscription price immediately after the adjustment.

Fractions of Warrants will not be allotted to Warrantheaders but all such fractions will be aggregated and, if practicable, sold in the market. The net proceeds will be paid to the holders of Warrants entitled thereto at the risk of such persons, save that amounts of less than US\$5.00 will be retained for the benefit of the Company.

The Company may, following such an adjustment to the subscription price, elect to adjust the subscription terms of existing Warrants (as opposed to issuing additional Warrants) so that the number of Shares to be subscribed on any subsequent exercise of the Warrants will be increased or, as the case may be, reduced in due proportion (fractions being ignored on an aggregated basis) so as to maintain the same cost of exercising the subscription rights of each Warrantheolder. Such adjustment shall be determined by the Directors and the Auditors shall confirm that, in their opinion, the adjustments have been determined in all material respects in accordance with the provisions of this Warrant Instrument.

3.5 The Company shall give notice to Warrantheolders within 28 days of any adjustment made pursuant to paragraphs 3.1 to 3.4 above and, if appropriate, within such period despatch Warrant certificates (at the risk of the persons entitled thereto) to the Warrantheolders in respect of any additional Warrants.

3.6 If a Warrantheolder shall become entitled to exercise his subscription pursuant to paragraph 4.5 below, the subscription price payable on such exercise (but not otherwise) shall be reduced by an amount determined by the Auditors in accordance with the following formula:

$$A=(B+C) - D$$

where:

A= the reduction in the subscription price;

B= the subscription price which would, but for the provisions of this paragraph 3.6, be applicable (subject to any adjustments previously made pursuant to paragraphs 3.1 to 3.4 above) if the subscription rights were exercisable on the date on which the Company shall become aware as provided in paragraph 4.5 below;

C= the average of the middle market quotations for one Warrant for the 10 consecutive dealing days ending on the dealing day immediately preceding the date of the announcement of the offer referred to in paragraph 4.5 below (or, where such offer is a revised offer, the original offer) or, if applicable and earlier, the date of the first announcement of the intention to make such offer or original offer or of the possibility of the same being made; and

D= the average of the middle market quotations for one Share for the 10 consecutive dealing days referred to in the definition of C above,

provided that:

- (i) the subscription price shall not be reduced where the value of D exceeds the aggregate value of B and C in the above formula;
- (ii) notwithstanding (i) above, the subscription price shall be further adjusted to take account, to the extent that it is not already reflected in the market value of the Warrants, of the time value of money in such manner as the Directors shall determine, subject to the Auditors having reported that in their opinion, in all the circumstances, such adjustment is fair and reasonable.

The notice required to be given by the Company under paragraph 4.5 below shall give details of any reduction in the subscription price pursuant to this paragraph 3.6.

3.7 For the purpose of determining whether paragraph 4.7 below shall apply and, accordingly, whether each Warrantheolder is to be treated as if his subscription rights had been exercisable and had been exercised as therein provided, the subscription price which would have been payable on such exercise shall be reduced by an amount determined by the Auditors in accordance with the following formula:

$$A=(B+C) - D$$

where:



A= the reduction in the subscription price;

B = the subscription price which would but for the provisions of this paragraph 3.7, be applicable (subject to any adjustments previously made pursuant to paragraphs 3.1 to 3.4 above) if the subscription rights were exercisable immediately before the date on which the order referred to in paragraph 4.7 below shall be made or on which the effective resolution referred to in that paragraph shall be passed (as the case may be);

C = the average of the middle market quotations for one Warrant for the 10 consecutive dealing days ending on the dealing day immediately preceding the date of the presentation of the petition for such order or of the notice convening the meeting at which such resolution shall be passed (as the case may be) or, if applicable and earlier, the date of the first announcement of the presentation of such petition or the convening of such meeting (as the case may be) or that the same is proposed; and

D= the amount (as determined by the Auditors) of the surplus available for distribution in respect of each Share, taking into account for this purpose the Shares which would arise on exercise of all the subscription rights and the subscription price which would be payable on the exercise of such subscription rights (subject to any adjustments previously made pursuant to paragraphs 3.1 to 3.4 above but ignoring any adjustment to be made pursuant to this paragraph 3.7).

The provisos set out in paragraph 3.6 above shall apply *mutatis mutandis* to any adjustment made in accordance with this paragraph 3.7.

- 3.8 Notwithstanding the provisions of sub-paragraphs 3.1 to 3.7 above, in any circumstances where the Directors shall consider that an adjustment to the subscription price provided for under the said provisions should not be made or should be calculated on a different basis or that an adjustment to the subscription price should be made notwithstanding that no such adjustment is required under the said provisions or that an adjustment should take effect on a different date or with a different time from that provided for under the said provisions, the Company may appoint the Auditors to consider whether for any reason whatever the adjustment to be made (or the absence of adjustment) would or might not fairly and appropriately reflect the relative interests of the persons affected thereby and, if the Auditors shall consider this to be the case, the adjustment shall be modified or nullified, or another adjustment made instead, or no adjustment made, in such manner (including without limitation, making an adjustment calculated on a different basis) and/or to take effect from such other date and/or time as shall be reported by the Auditors to be in their opinion appropriate.

#### 4. OTHER PROVISIONS

So long as any subscription rights remain exercisable:

- 4.1 the Company shall not (except with the sanction of an extraordinary resolution):
- 4.1.1 make any distribution of capital profits or capital reserves except by means of a capitalisation issue in the form of Shares issued to the holders of its Shares or except on the winding up of the Company;
  - 4.1.2 issue securities by way of capitalisation of profits or reserves except pursuant to the provisions of the Articles; or
  - 4.1.3 on or by reference to a record date falling within the period of six weeks ending on the final subscription date, make any such allotment as is referred to in paragraph 3.1 above or any such offer or invitation as is referred to in paragraph 3.2 above (except by extending to the Warrantholders any such offer or invitation as may be made by a third party);
- 4.2 the Company shall not (except with the sanction of an extraordinary resolution) in any way modify the rights attached to its existing Shares as a class, or create or issue any new class of equity share capital except for shares which carry, as compared with the rights attached to the existing Shares, rights which are not more advantageous as regards voting, dividend or return of capital, provided that nothing herein shall restrict the right of the Company to increase,

consolidate or sub-divide its share capital or to issue further Shares which carry, as compared with the rights attached to the existing Shares, rights which are not more advantageous as regards voting, dividend or return of capital;

- 4.3 the Company shall maintain all corporate authorities necessary to satisfy in full all subscription rights remaining exercisable;
- 4.4 except in circumstances where paragraph 3.2 above applies or except with the sanction of an extraordinary resolution, the Company shall not grant (or offer or agree to grant) any option in respect of, or create any rights of subscription for, or issue any loan capital carrying rights of conversion into, Shares if the price per Share at which any such option or right is exercisable, or into which such loan capital is convertible, is lower than the subscription price for the time being;
- 4.5 subject as provided in paragraph 4.6 below, if at any time an offer is made to all holders of Shares (or all such holders other than the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror) to acquire the whole or any part of the issued ordinary share capital of the Company and the Company becomes aware on or before the final subscription date that as a result of such offer (or as a result of such offer and any other offer made by the offeror) the right to cast a majority of the votes which may ordinarily be cast on a poll at a general meeting of the Company has or will become vested in the offeror and/or such companies or persons as aforesaid, the Company shall give notice to the Warrantheholders of such vesting within 14 days of its becoming so aware, and each such Warrantheholder shall be entitled, at any time within the period of 30 days immediately following the date of such notice, to exercise his subscription rights on the term (subject to any adjustments previously made pursuant to paragraphs 3.1 to 3.4 and subject to paragraph 3.6 above) on which the same could have been exercised if they had been exercisable and had been exercised on the date on which the Company shall have become aware as aforesaid. If any part of the 30 day period referred to falls before 15 June 2008, the Warrants shall nevertheless be deemed to be exercisable during all of that period for the purposes of this paragraph 4.5 and if any part of such period falls after 15 June 2010 the final subscription date shall be deemed to be the last business day of such 30 day period;
- 4.6 if under any offer as referred to in paragraph 4.5 above the consideration shall consist solely of the issue of ordinary shares of the offeror and the offeror shall make available an offer of warrants to subscribe for ordinary shares in the offeror in exchange for the Warrants, which offer the financial advisers to the Company (acting as experts and not as arbitrators) shall consider to be fair and reasonable (having regard to the terms of the offer and to the terms of paragraph 3.6 and any other circumstances which may appear to such financial advisers to be relevant), then a Warrantheholder shall not have the right to exercise his subscription rights on the basis referred to in paragraph 4.5 above and, subject to the offer as referred to in paragraph 4.5 above becoming or being declared wholly unconditional and the offeror being in a position to acquire compulsorily the whole of the then issued ordinary share capital of the Company not already owned by it, and/or any company controlled by it and/or any persons acting in concert with it, any director of the Company shall be irrevocably authorised as attorney for the Warrantheholders who have not accepted the offer of warrants to subscribe for ordinary shares in the offeror in exchange for the Warrants:
- 4.6.1 to execute a transfer thereof in favour of the offeror in consideration of the issue of warrants to subscribe for ordinary shares in the offeror as aforesaid, whereupon all the Warrants shall lapse; and
- 4.6.2 to do all such acts and things as may be necessary or appropriate in connection therewith; and
- 4.7 if an order is made or an effective resolution is passed for winding up the Company (except for the purpose of reconstruction, amalgamation or unitisation on terms sanctioned by an extraordinary resolution) each Warrantheholder shall (if in such winding up, on the basis that all subscription rights then unexercised had been exercised in full and the subscription price therefore had been received in full by the Company, there shall be a surplus available for distribution amongst the holders of the Shares, including for this purpose the Shares which would arise on exercise of all the subscription rights taking into account any adjustments previously made pursuant to paragraphs 3.1 to 3.4, which surplus would, on such basis, exceed in respect of each Share a sum equal to such subscription price) be treated as if immediately

before the date of such order or resolution (as the case may be) his subscription rights had been exercisable and had been exercised in full on the terms (subject to any adjustments previously made pursuant to paragraphs 3.1 to 3.4) on which the same could have been exercised if they had been exercisable immediately before the date of such order or resolution (as the case may be), and shall accordingly be entitled to receive out of the assets available in the winding up *pari passu* with the holders of the Shares, such a sum as he would have received had he been the holder of the Shares to which he would have become entitled by virtue of such subscription after deducting a sum per Share equal to the subscription price (subject to any adjustments previously made pursuant to paragraphs 3.1 to 3.4 and subject to paragraph 3.7 above). Subject to the foregoing, all subscription rights shall lapse on winding up of the Company.

- 4.8 Notwithstanding the above provisions of this paragraph 4, a qualifying "C" share issue (as defined below) shall not constitute an alteration or abrogation of the rights attached to the Warrants (and shall not require the sanction of an extraordinary resolution) even though it may involve modification of the rights attached to the existing Shares or the creation or issue of a new class of equity share capital if the Directors are of the opinion (having regard to all the circumstances) that such issue should not have any material dilutive effect on the fully diluted net asset value attributable to each Share. For this purpose, a "qualifying "C" share issue" means an issue by the Company of shares which will, within two years of the date of issue thereof, be converted into Shares ranking *pari passu* in all respects with the Shares then in issue (other than, if the case requires, as regards dividends or other distributions declared, paid or made in respect of the financial year in which the conversion takes place) and may include the issue in connection therewith of warrants (whether on the same terms and conditions as the Warrants or otherwise) and any matters reasonably incidental to the process by which such shares are converted into Shares or, as the case may require, into income and/or capital shares, including but not limited to the creation, issue, sub-division, consolidation, redesignation, purchase or cancellation of any share capital of the Company, including share capital with preferred or deferred rights.

## 5. MODIFICATION OF RIGHTS

Subject to the existing rights of the holders of 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 Articles for the time being 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:

- 5.1 the necessary quorum shall be the requisite number of Warrant holders (present in person or by proxy) entitled to subscribe ten per cent. of the Shares attributable to such outstanding Warrants;
- 5.2 every Warrantholder present in person at any such meeting shall be entitled on a show of hands to one vote and every such Warrantholder present in person or by proxy shall be entitled on a poll to one vote for each Share for which he is entitled to subscribe;
- 5.3 any Warrantholder present in person or by proxy may demand or join in demanding a poll; and
- 5.4 if at any adjourned meeting a quorum as above defined is not present, the Warrantholders 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 this Warrant Instrument. Modifications to this 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 Warrantholders, may be effected without the sanction of an extraordinary resolution by deed poll executed by the Company and expressed to be supplemental to this Warrant Instrument and notice of such alteration or abrogation or modification shall be given by the Company to the Warrantholders.

**6. 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:

- 6.1 such purchases will be made in accordance with the rules of any stock exchange on which the Warrants are listed and/or quoted; and
- 6.2 if such purchases are by tender, such tender will be available to all Warrantholders alike.

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

**7. TRANSFER**

Each Warrant will be in registered form and will be transferable by instrument of transfer in any usual or common form, or in any other form which may be approved by the Directors. No transfer of a right to subscribe for a fraction of a Share may be effected.

**8. GENERAL**

- 8.1 The Company will, concurrently with the issue of the same to the holders of the Shares, send to each Warrantholder (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 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 Shares.
- 8.2 Subject as otherwise provided in the Warrant Instrument, the provisions of the Articles for the time being of the Company relating to notice of meetings, untraced members, lost certificates and the registration, transfer and transmission of Shares shall apply *mutatis mutandis* to the Warrants as if they were Shares.
- 8.3 Any determination or adjustment made pursuant to these terms and conditions by the Auditors shall be made by them as experts and not as arbitrators and any such determination or adjustment made by them shall be final and binding on the Company, its shareholders and each Warrantholder.
- 8.4 Any reference in this Warrant Instrument to a statutory provision shall include that provision as from time to time modified or re-enacted.