Set out below is the maximum amount of New Ordinary Shares which each Director may receive at the end of the Award Period:

Name	*Maximum number of New Ordinary Shares which may be issued in exchange for the Synety Growth Shares*
Simon Cleaver	379,928
Georg Oehm	126,643
David Whelan	126,643
Total	633,214

7. Directors' and Proposed Directors' other interests

7.1 The interests of the Directors and Proposed Directors (including the interests of their spouses and infant children and the interests of any persons connected with them within the meaning of sections 252 to 255 and 820 to 825 of the 2006 Act), all of which are beneficial, in the issued share capital of the Company, as at the date of publication of this document and as they are expected to be immediately following Admission are as follows:

	As at the date of this document		*Following the Share Consolidation*		*Following Admission*	
Name	*Existing Ordinary Shares*	*per cent.*	*New Ordinary Shares*	*per cent.*	*New Ordinary Shares*	*per cent.*
Directors						
Simon Cleaver	1,352,120	1.96	67,606	1.96	67,606	1.37
Georg Oehm	–	–	–	–	–	–
David Whelan	–	–	–	–	–	–
Proposed Directors						
Mark Seemann	–	–	–	–	846,825	17.18
Graham Ward	–	–	–	–	206,795	4.19

7.2 From Admission, the Directors will, conditional upon the Management Incentive Plan being satisfied in all respects, also be interested in, in aggregate, 633,214 unissued New Ordinary Shares as per the table set out in paragraph 6 above. In addition, in the event that the maximum number of Deferred Consideration Shares are issued pursuant to the Acquisition Agreement, the Proposed Directors will also be interested in the following New Ordinary Shares:

	Maximum amount of Deferred Consideration Shares	
Name of Proposed Director	*New Ordinary Shares*	*per cent. of the then enlarged issued share capital*
Mark Seemann	424,736	22.42
Graham Ward	103,720	5.48

7.3 As at the date of this document, the Directors are also interested in the following unissued Ordinary Shares pursuant to the Options granted by the Company under the 2011 Share Option Plan. In accordance with the terms of the 2011 Share Option Plan, conditional upon the Share Consolidation being approved at the General Meeting, the amount of New Ordinary Shares granted to Directors under the 2011 Share Option Plan as set out in the table below will be reduced to, in aggregate, 80,000 Options and the exercise price would be altered from 14.62 pence per Existing Ordinary Share to 292.40 pence per New Ordinary Share. All other terms relating to the Options including the latest exercise date and the vesting periods shall remain.

Name	*Date of Grant*	*No. of Existing Ordinary Shares over which Options granted*	*Following the Share Consolidation, no. of New Ordinary Shares over which Options granted*	*Latest Exercise Date*
Directors				
Simon Cleaver	30 June 2011	1,000,000	50,000	30 June 2021
Georg Oehm	30 June 2011	300,000	15,000	30 June 2021
David Whelan	30 June 2011	300,000	15,000	30 June 2021

7.4 Save as disclosed in paragraphs 6, 7.1, 7.2 and 7.3 above, none of the Directors nor the Proposed Directors has any interests in the share capital or loan capital of the Company or any of its subsidiaries nor does any person connected with the Directors or Proposed Directors (within the meaning of sections 252 to 255 and 820 to 825 of the 2006 Act) have any such interests, whether beneficial or non-beneficial.

7.5 In addition to their directorships in the Company, the Directors and the Proposed Directors have held the following directorships and/or been a partner in the following partnerships within the five years prior to the date of this document:

Directors	*Current Directorships/Partnerships*	*Past Directorships/Partnerships*
Simon Cleaver	SM Logic Limited SMS Now Limited Zenergy FCL Limited	Consumer Leads Direct Limited B9 Ventures Limited Search Logic plc SL Realisations Limited Affiliate Logic Limited
Georg Oehm	Mellinckrodt & Cie AG Mellinckrodt 1 SICAV Incity Immobilien AG Ethenea Independent Investors S.A.	
David Whelan	Cloverleaf Ventures LLC Cloverleaf Ventures Holdings Inc AgaMatrix, Inc Block Shield Corporation Limited Identitas, Inc. Medcenter Holdings, Inc	Virgin America Inc G4Group Inc MD Datacor Inc Mu-Gahat Holdings Inc
Proposed Directors		
Mark Seemann	Synety Limited City Connex Limited	Outsourcery Limited
Graham Ward	Synety Limited Mobile Strategies Limited Dynmark International Limited CMS Supatrak Limited VQ Communications Limited	Search Logic PLC Genesis Communications Ltd. Genesis Communications Group Ltd.

7.6 Save as disclosed in paragraph 7.7 below, no Director nor Proposed Director:

7.6.1 has any unspent convictions in relation to indictable offences; or

7.6.2 has been bankrupt or the subject of an individual voluntary arrangement, or has had a receiver appointed to any asset of such director; or

7.6.3 has been a director of any company which, while he was a director or within 12 months after he ceased to be a director, had a receiver appointed or went into compulsory liquidation, creditors voluntary liquidation, administration or company voluntary arrangement, or made any composition or arrangement with its credits generally or with any class of its creditors; or

7.6.4 has been a partner of any partnership which, while he was a partner or within 12 months after he ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangement, or had a receiver appointed to any partnership asset; or

7.6.5 has had any public criticism by statutory or regulatory authorities (including recognised professional bodies); or

7.6.6 has 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.

7.7 Simon Cleaver was a director of Search Logic plc which went into administration on 19 July 2009. Mr Cleaver was also a director of The Call Consultancy Limited which went into receivership on 19 June 1997. Mr Cleaver resigned as a director on 2 July 1997 and the company was dissolved on 10 November 1998.

7.8 Save as disclosed in paragraph 7.1 above, and as set out below, the Directors are not aware of any person who, directly or indirectly has an interest in 3 per cent. or more of the voting rights of the Company which is notifiable to the Company under the Disclosure and Transparency Rules as at the date of the publication of this document and immediately following completion of Admission:

	As at date of document		*Following the Share Consolidation*		*Following Admission*	
Name	*New Ordinary Shares*	*per cent.*	*New Ordinary Shares*	*per cent.*	*New Ordinary Shares*	*per cent.*
Cloverleaf Holdings Limited	7,810,190	11.31	390,509	11.31	390,509	7.92
ETHNA AKTIV E	6,760,000	9.79	338,000	9.79	338,000	6.86
Fidelity Investments	5,946,631	8.61	297,331	8.61	297,331	6.03
Southern Fox Investments Limited	4,070,000	5.89	203,500	5.89	203,500	4.13
Scottish Widows Investment Partnership	3,754,312	5.44	187,715	5.44	187,715	3.81
TD Direct Investing Nominees	3,262,028	4.72	163,101	4.72	163,101	3.31
Jane Capital Partners LLC	2,650,400	3.84	132,520	3.84	132,520	2.69
Aquaglow Limited	2,561,998	3.71	128,099	3.71	128,099	2.60
Jarvis Investment Management Limited	2,351,728	3.41	117,586	3.41	117,586	2.39

7.9 The Company's major Shareholders (as detailed in the table at paragraph 7.8 above), do not have different voting rights from other Shareholders.

8. Directors' service agreements and terms of office

8.1 Simon Cleaver has entered into a service agreement with the Company as its executive chairman dated 4 September 2012. The agreement may be terminated upon 6 months' written notice by either party. The agreement provides for an annual salary of £120,000, contribution by the Company equal to 5 per cent. of Mr. Cleaver's annual salary to his personal pension scheme, and membership for him and his immediate family of a private medical scheme up to a maximum value of £500 per month. At the discretion of the New Board, Mr. Cleaver may be awarded an annual bonus of an amount equal to 50 per cent. of his salary. Under the service agreement, Mr. Cleaver may elect for part of his salary to be paid into a pension scheme and the Company has agreed to match any such contribution up to a maximum amount equal to five per cent. of Mr. Cleaver's annual salary. The service agreement described above replaces Mr. Cleaver's previous agreement with the Company dated 12 April 2011 pursuant to which Mr. Cleaver was appointed executive chairman. Under the terms of the previous agreement Mr. Cleaver was paid an annual salary of £150,000 plus the right to receive any bonus arrangements which the Board may reward up to a maximum amount of 50 per cent. of his annual salary. The agreement also required the Company to make a contribution equal to five per cent. of Mr. Cleaver's annual salary to his personal pension scheme. The Company also provided an allowance of £500 per month towards private medical insurance for him and his immediate family.

8.2 Mark Seemann has entered into a service agreement, conditional upon Admission, with the Company as its chief executive dated 4 September 2012. The agreement may be terminated upon 6 months' written notice by either party. The agreement provides for an annual salary of £100,000 and membership for him and his immediate family of a private medical scheme up to a maximum value of £500 per month. At the discretion of the New Board, Mr. Seemann may be awarded an annual bonus of an amount equal to 50 per cent. of his salary. Under the service agreement, Mr. Seemann may elect for part of his salary to be paid into a pension scheme and the Company has agreed to match any such contribution up to a maximum amount equal to five per cent. of Mr. Seemann's annual salary.

8.3 Georg Oehm has entered into a letter of appointment dated 4 September 2012 with the Company which replaces Dr Oehm's previous letter of appointment dated 8 August 2011. Under the terms of the old appointment letter Dr Oehm's fees for providing his services was £40,000 and his appointment could be terminated by either party, at any time, on one month's notice. The terms of the new appointment letter provide that Dr Oehm's fee for providing his services is £20,000 per annum and his appointment may be terminated upon at least three months' notice.

Dr Oehm also provides services to the Company under a consultancy agreement between the Company and Mediaforum UG dated 13 April 2011. The terms of this agreement were varied on 4 September 2012 to ensure that the term and the fees as set out under this agreement mirror those contained within the new letter of appointment.

8.4 David Whelan has entered into a letter of appointment dated 4 September 2012 with the Company which replaces Mr Whelan's previous letter of appointment dated 13 April 2011. Under the terms of the old appointment letter Mr Whelan's fees for providing his services was £40,000 and his appointment could be terminated by either party, at any time, on one month's notice. The terms of the new appointment letter provide that Mr Whelan's fee for providing his services is £20,000 per annum and his appointment may be terminated upon at least three months' notice.

Mr Whelan also provides services to the Company under a consultancy agreement between the Company and Albedo Partners Inc dated 13 April 2011. The terms of this agreement were varied on 4 September 2012 to ensure that the term and the fees as set out under this agreement mirror those contained within the new letter of appointment.

8.5 Graham Ward has been appointed as a non-executive director of the Company, under the terms of a letter of appointment between him and the Company dated 4 September 2012. The appointment is conditional upon Admission. Under the terms of the letter, Mr. Ward's fee for providing his services shall be £20,000 per annum and his appointment may be terminated upon at least three months' notice.

8.6 Save as set out above, there are no service agreements in existence between any of the Directors and the Proposed Directors and the Company or any of its subsidiaries providing for benefits upon termination of employment and, save as set out above none of the agreements set out above have been amended during the six months prior to the date of this document.

8.7 Messrs Cleaver, Oehm and Whelan, being the Directors, were appointed as directors of the Company on 12 April 2011. Their appointments shall continue subject to their terms of appointment as described above.

9. Material contracts

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

Agreements relating to the Acquisition and Admission

9.1 The Acquisition Agreement dated 4 September 2012 between the Company and the Vendors pursuant to which the Vendors have agreed to sell, and the Company has agreed to buy, the Synety Shares for an initial consideration of £75,000 in cash to be divided amongst the Sellers in proportion to their current shareholdings in Synety and the issue of 1,477,106 Initial Consideration Shares. In addition, deferred consideration of up to 740,861 New Ordinary Shares) may be payable depending on how many Active Seats have been sold by Synety as at 26 September 2015 ("End of the Deferred Consideration Period"). The Acquisition Agreement provides that if Synety has sold 25,000 or more Active Seats as at the End of the Deferred Consideration Period, all the Deferred Consideration Shares will be issued to the Vendors. If Synety has sold less than 10,000 Active Seats by the End of the Deferred Consideration Period, no Deferred Consideration will be payable. In the event that Synety has sold between 10,000 and 25,000 Active Seats by the End of the Deferred Consideration Period, the amount of Deferred Consideration will be determined as per the provisions of the Acquisition Agreement.

Under the terms of the Acquisition Agreement, the Vendors have given various warranties, usual for a transaction of this nature and a tax covenant. The warranties (apart from the title warranties which are not subject to any limitations) are subject to certain limitations including *de minimis* monetary claim limits, a maximum claim limit being the lower of £960,119.39 and the average mid-market price of the Initial Consideration Shares on the business day immediately prior to notification of a claim. The time limit for bring a general claim is until 31 March 2014 and 7 years for tax claims under the tax warranties and the tax covenant. In the event of a breach of warranty the Vendors shall be required to return to the Company such number of Initial Consideration Shares (valued at the closing mid-market price on the date any claim is substantiated as is equal to the amount of damages suffered by the Company, subject always to the maximum claim limit.

The Company has also agreed to give, in favour of the Vendors, certain warranties in respect of itself. These warranties are subject to certain limitations including a maximum claim limit of £960,119.39 and a time limit ending 3 months following publication of the Enlarged Group's accounts for the period ending 31 December 2012.

In addition, the Acquisition Agreement contains certain restrictive covenants given by Mark Seemann and Jason Kendall (but not Graham Ward) for a period of three years following Completion.

The Acquisition Agreement, which is subject to completion prior to a long stop date of 31 October 2012, is conditional, *inter alia*, upon approval by the Shareholders of the Acquisition Resolution and the Whitewash Resolution, Admission, and there being no material adverse change in Synety or Zenergy.

9.2 Lock-in agreements dated 4 September 2012 between the Company, finnCap, and each of the Vendors under the terms of the agreement the Vendors have agreed, subject to Rule 7 of the AIM Rules for Companies, not to dispose of any interest in their New Ordinary Shares for a period of at least eighteen months from the date of Admission save in certain limited circumstances and thereafter for a further eighteen months not to sell any such New Ordinary Shares unless such disposal receives the prior written consent of the Company and its nominated adviser and such disposal is transacted through finnCap subject to finnCap offering market terms for such disposal.

9.3 Lock-In agreements dated 4 September 2012 between the Company, finnCap, and each of the Directors under the terms of the agreement the Directors have agreed, in accordance with Rule 7 of the AIM Rules for Companies, not to dispose of any interest in their Ordinary Shares for a period of at least 12 months from the date of Admission save in the event of an intervening court order, a takeover offer relating to the Company's share capital becoming or being declared to be unconditional, or the death of the Director.

Agreements relating to the Company and its subsidiaries

9.4 A nominated adviser and broker agreement dated 3 July 2012 between the Company and finnCap pursuant to which the Company has appointed finnCap to act as nominated adviser and broker to the Company. The Company has agreed to pay to finnCap a fee of £40,000 plus VAT per annum. The agreement may be terminated by either party giving not less than 3 months' notice but such notice cannot expire earlier than one year following the appointment. The agreement contains an indemnity given by the Company in favour of finnCap as to the accuracy of information contained in this document and other matters relating to the Group and its business.

9.5 An admission agreement dated 5 September 2012 between the Company, the Directors, Synety and finnCap pursuant to which finnCap has conditionally agreed, on and subject to the terms set out therein, to act as nominated adviser and broker to the Company and submit the application for Admission. The agreement is conditional, *inter alia*, upon Admission taking place on or before 26 September 2012 or such later date as finnCap and the Company may agree, but in any event not later than 31 October 2012.

The Company will pay finnCap a fee of £100,000, together with all costs and expenses and VAT thereon in relation to the provision of services under the agreement and all expenses of and incidental to the application for Admission, including the fees and costs of other professional advisers, all costs relating to the application for Admission, including printing, advertising and distribution charges, and the fees payable to the London Stock Exchange.

The Company, the Directors and Synety have given certain warranties in favour of finnCap. In addition, the Company has given finnCap an indemnity which applies in certain circumstances. finnCap may terminate the agreement in specified circumstances prior to Admission, principally in the event of a material breach of the Admission Agreement which is adverse in the context of Admission or a breach of any of the warranties contained in the agreement or the Acquisition Agreement which is material in the context of Admission.

9.6 An asset sale agreement dated 20 June 2012 between the Company, Zenergy Power Inc. and Applied Superconductor Limited ("ASL"), pursuant to which Zenergy Power Inc., a wholly owned subsidiary of the Company, agreed to sell to ASL certain of its assets in exchange for consideration of up to US$400,000. The agreement contained an option for ASL to acquire from Zenergy Power Inc., the entire issued share capital of its Australian subsidiary, Zenergy Power Pty Ltd. The option was exercised by ASL on 20 July 2012.

9.7 A share sale purchase agreement dated 23 July 2012 between the Company, Zenergy Power Inc. and ASL, relating to the purchase of Zenergy Power Pty Ltd by ASL on a debt free basis, for nominal consideration of £1. Pursuant to the agreement, the Company has been granted a royalty payment equal to 3 per cent. of net sales of fault current limiters, sold by ASL using intellectual property owned by the Group, until 23 July 2018. The Company was also paid £90,000 (plus VAT); the amount having

been retained by ASL under a fault current limiter contract until such time as the fault current limiter became operational. The agreement contains an indemnity in favour of ASL in respect of certain liabilities to the United States of America Department of Energy and in relation to certain costs relating to the redundancy of employees of Zenergy Power Pty Ltd. In connection with the disposal of Zenergy Power Pty Ltd, certain intra-group loan amounts were assigned to the Company and subsequently, an amount of £1,858,903.59 owed by Zenergy Power Pty Ltd to the Company was waived upon completion of the disposal.

9.8 A temporary services agreement dated 23 July 2012 between the Company, Zenergy Power Inc. and ASL, pursuant to which, Zenergy Power Inc. has agreed to provide ASL with access to its employees and certain of its resources until 30 September 2012, in consideration for the payment of US$71,243. Under the agreement, the Company has agreed to provide such additional finance as may be required to keep the premises of Zenergy Power Inc. open as well as the power, telecommunications, information technology systems and similar facilities operational, until 30 September 2012.

9.9 A settlement agreement dated 22 December 2011 between the insolvency administrator of Zenergy Power GmbH, the Company, Zenergy Power Inc., and Zenergy Power GmbH, pursuant to which disputes over the assets of Zenergy Power GmbH were settled.

Pursuant to a court order dated 1 December 2011, insolvency proceedings were commenced over Zenergy Power GmbH's assets. In the course of the insolvency proceedings, a dispute arose between the insolvency administrator of Zenergy Power GmbH and the Group regarding the ownership of certain assets of Zenergy Power GmbH, in particular, intellectual property rights.

Under the settlement agreement, the Company waived its rights to certain patents, as well as other intellectual property rights, in favour of Zenergy Power GmbH, which has sold and transferred these rights to a third party in exchange for, amongst other things, payment of a yearly, turnover-based license fee. Under the settlement agreement, the Company is entitled to receive payment of one third of these license fees.

Zenergy Power GmbH is entitled to sell certain assets (in particular the immaterial assets, e.g. know-how, databases etc., related to the branch "HTS-Draht", certain software and brand names) to third parties without any payment to the Company or Zenergy Power Inc.

All rights related to the name "Zenergy", "Zenergypower", and "MCFL" have been transferred to the Company, as well as the internet domain "Zenergypower.com". The insolvency administrator remains entitled to use Zenergy Power GmbH's name and logo until conclusion of the insolvency proceedings and to use existing e-mail-addresses until 31 December 2014.

The settlement agreement is governed by the laws of Germany.

9.10 A warrant deed dated 16 August 2006 between the Company and Cloverleaf Holdings Limited ("Cloverleaf") pursuant to which the Company granted Cloverleaf warrants to subscribe for up to 160,000 Existing Ordinary Shares at an exercise price of one pence per Existing Ordinary Share. Following the Share Consolidation, the number of Ordinary Shares will be adjusted to 8,000 New Ordinary Shares with an exercise price of 20 pence per New Ordinary Shares. The warrants are exercisable for a period of 10 years ending 22 August 2016. The warrants were issued as consideration for Cloverleaf making available to the Company a working capital facility of £2,000,000. This facility has now expired.

9.11 An engagement letter dated 1 June 2012 from Woodside to the Company (amending and restating engagement letters dated 25 February 2011 and 10 October 2011 and which superseded the original engagement letter dated 15 December 2010), pursuant to which Woodside waived its rights to potential fees in consideration for the right to 10 per cent. of any royalties, payments or other fees paid to the Company arising from the sale by the Group of the fault current limiter business including Zenergy Power Pty Ltd. The letter also confirmed Woodside's right to 250,000 warrants (details of which are set out in paragraph 9.12 below). Pursuant to the letter, Woodside was appointed in February 2011 as financial adviser to the Company, to advise and assist the Company in relation to

the sale of the Group, its assets, or to assist in any other strategic investment by the Group. In consideration for its services, from February 2011 Woodside was to be paid a monthly retainer of £7,500; this was amended in October 2011 to £1,000 per month. Under the engagement letters, the Company agreed to reimburse Woodside for all reasonable out-of-pocket expenses and has also agreed to indemnify and hold harmless Woodside and its affiliates in respect of advice or services provided under the engagement letters.

9.12 A warrant agreement dated 3 September 2012 between the Company and Woodside, pursuant to which Woodside has been granted warrants to subscribe for 250,000 Ordinary Shares at a price of £0.064 per Ordinary Share. Upon the Share Consolidation being approved at the General Meeting, the number of shares will be deemed adjusted to 12,500 New Ordinary Shares and the subscription price will be £1.28 per New Ordinary Share. The warrants may be exercised by Woodside any time until 9 December 2021.

9.13 A warrant agreement dated 3 September 2012 between the Company and FD Resource & Support Limited, pursuant to which FD Resource & Support Limited has been granted warrants to subscribe for 500,000 Ordinary Shares at a price of £0.0675 per Ordinary Share. Upon the Share Consolidation being approved at the General Meeting, the number of shares will be deemed adjusted to 25,000 New Ordinary Shares and the subscription price will be £1.35 per New Ordinary Share. The warrants may be exercised by FD Resource & Support Limited any time until 7 December 2021.

Agreements relating to Synety

9.14 An investment agreement dated 1 August 2011 between Synety and the Sellers governing the operation of Synety. In accordance with the provisions of the Acquisition Agreement the Sellers have agreed that this agreement will terminate automatically upon Admission.

10. United Kingdom Taxation

10.1 *General*

10.1.1 The following paragraphs are intended as a general guide only for the benefit of Shareholders and should not be construed as constituting advice. The comments apply to the UK tax position of Shareholders who are resident (and in the case of individuals ordinarily resident) in the UK, holding the absolute beneficial ownership of shares as investments and not as securities to be realised in the course of a trade. We have not considered the implications for Shareholders who acquire any shares or rights over shares in connection with an employment contract. The paragraphs below are based on current UK legislation and HM Revenue & Customs practice. It should be noted that although a number of UK tax treatments referred to below refer to unquoted shares, shares on the AIM market are generally treated as unquoted for these purposes.

10.1.2 Any person who is in any doubt about their tax position or who is subject to taxation in a jurisdiction other than the UK should consult their own professional adviser.

10.2 *Taxation of dividends*

10.2.1 Any UK resident and ordinary resident Shareholder who receives a dividend paid by the Company will be liable to UK income tax on the gross amount of any such dividend. Dividend income from the Company will be treated as forming the highest part of a Shareholder's income. The income tax rates are 10 per cent., 32.5 per cent. or 42.5 per cent. depending on the taxable income of the individual, but a tax credit of 10 per cent. of the gross dividend is deemed to arise, the effect of which is to reduce the effective tax rates to 0 per cent., 25 per cent. and approximately 36.1 per cent. respectively.

10.2.2 UK resident Shareholders who do not pay income tax or whose liability to income tax on the dividend and related tax credit is less than the tax credit, including pension funds, charities and certain individuals are not generally entitled to claim repayment of any part of the tax credit associated with the dividend from HM Revenue & Customs.

10.2.3 A UK-tax resident corporate Shareholder of non-redeemable ordinary shares in the Company that receives a dividend paid by the Company will not be subject to tax in respect of that dividend subject to certain exceptions.

10.2.4 Trustees of discretionary trusts receiving dividends from shares are also liable to account for income tax at the dividend trust rate, currently 10 per cent. or 42.5 per cent. depending on the taxable income of the trust.

10.2.5 From 6 April 2013, it is proposed that the top rate of income tax on dividends for individuals and trustees will reduce to 37.5 per cent., an effective reduction of 30.55 per cent.

10.2.6 Whether a Shareholder who is not resident in the UK for tax purposes is entitled to a tax credit in respect of dividends paid by the Company and to claim payment of any part of the tax credit will depend, in general, on the provisions of any double taxation convention which exists between the Shareholder's country of residence and the UK. A non-UK resident Shareholder may also be subject to foreign taxation on dividend income.

10.2.7 Persons who are not resident in the UK should consult their own tax advisers on the possible application of such provisions or what relief or credit may be claimed in the jurisdiction in which they are resident.

10.3 ***Income tax***

10.3.1 The following paragraph applies to non-employee Shareholders. Employee Shareholders may be subject to an alternative tax regime and should consult their own professional adviser.

10.3.2 There will be no charge to income tax on the purchase or sale of the Ordinary Shares. The tax treatment of dividends received on the Ordinary Shares is dealt with in paragraph 10.2.

10.4 ***Taxation of chargeable gains***

10.4.1 The following paragraphs apply to non-employee shareholders. Employee Shareholders may be subject to an alternative tax regime and should consult their own professional adviser.

10.4.2 For the purpose of UK tax on chargeable gains, the issue of Ordinary Shares pursuant to the Placing will be regarded as an acquisition of a new holding in the share capital of the Company.

10.4.3 The Ordinary Shares so allotted will, for the purpose of tax on chargeable gains, be treated as acquired on the date of allotment. The amount paid for the Ordinary Shares will usually constitute the base cost of a Shareholder's holding.

10.4.4 If a Shareholder disposes of all or some of his or her Ordinary Shares, a liability to tax on chargeable gains may, depending on their circumstances and subject to any available exemptions or reliefs, arise.

10.4.5 A UK resident, ordinarily resident and domiciled individual Shareholder who disposes (or is deemed to dispose) of all or any of their shares may be liable to capital gains tax in relation thereto at rates up to 28 per cent., subject to any available exemptions or reliefs. In addition, an individual UK Shareholder who ceases to be resident or ordinarily resident in the UK for a period of less than five complete tax years and who disposes of the shares held prior to departure during that period of temporary non residence may, under anti-avoidance legislation, be liable to capital gains tax on his or her return to the UK.

10.4.6 A UK resident corporate Shareholder disposing of its shares in the Company may be liable to corporation tax on chargeable gains arising on the disposal at the corporation tax rate applicable to its taxable profits (currently 20 to 24 per cent.).

10.4.7 In computing the chargeable gain liable to corporation tax the corporate Shareholder is entitled to deduct from the disposal proceeds the cost to it of the shares together with incidental costs of acquisition, as increased by an indexation allowance to adjust for inflation, and disposal costs.

10.4.8 The UK operates a substantial shareholding exemption regime which may apply to the disposal of shares in the Company subject to certain conditions being met.

10.5 ***Inheritance tax***

10.5.1 Individuals and trustees subject to inheritance tax in relation to a shareholding in the Company may be entitled to business property relief of up to 100 per cent. after a holdings period of two years providing that all the relevant conditions for the relief are satisfied at the appropriate time.

10.5.2 You should consult your taxation adviser if you are concerned with the potential inheritance tax implications of your shares in the Company.

10.6 ***Stamp Duty and Stamp Duty Reserve Tax ("SDRT")***

10.6.1 A transfer or sale of shares will generally be subject to *ad valorem* stamp duty at the rate of 0.5 per cent. rounded up to the nearest multiple of £5 on the amount or value of the consideration paid by the purchaser. If an unconditional agreement for the transfer of such Ordinary Shares is not completed by a duly stamped transfer to the transferee by the seventh day of the month following the month in which the agreement becomes unconditional, SDRT will be payable on the agreement at the rate of 0.5 per cent. of the amount or value of consideration paid. Liability to SDRT is generally that of the transferee. Where a purchase or transfer is effected through a member of the London Stock Exchange or a qualified dealer, the member or dealer will normally account for the SDRT.

10.6.2 When Ordinary Shares are transferred to a CREST member who holds those shares in uncertificated form as a nominee for the transferor, no stamp duty or SDRT will generally be payable.

10.6.3 When Ordinary Shares are transferred by a CREST member to the beneficial owner (on whose behalf it has held them as nominee) no stamp duty or SDRT will generally be payable.

10.6.4 Where a change in beneficial ownership of Ordinary Shares held in uncertificated form occurs and such change is for consideration in money or money's worth (whether the transferee will hold those shares in certificated or uncertificated form) a liability to SDRT at the rate of 0.5 per cent. of the amount or value of the consideration will arise. This will generally be met by the new beneficial owner.

10.7 ***General***

The above is a summary of certain aspects of current law and practice in the UK. A Shareholder who is in any doubt as to his tax position, or who is subject to tax in a jurisdiction other than the UK, should consult his or her professional adviser.

11. Working capital

In the opinion of the Directors and the Proposed Directors, having made due and careful enquiry, the working capital available to the Enlarged Group, will be sufficient for its present requirements, that is for at least twelve months from the date of Admission.

4. The return of a completed Form of Proxy will not prevent a shareholder attending the General Meeting and voting in person if he/she wishes to do so.

5. To be entitled to attend and vote at the General Meeting (and for the purpose of determination by the Company of the votes they may case), shareholders must be registered in the register of members of the Company ("Register of Members") at 6.00 p.m. on 23 September 2012 (or, in the event of any adjournment, 6.00 p.m. on the date which is two days before the time of the adjourned meeting). Changes to the Register of Members after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the meeting.

6. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of any other joint holders. For these purposes, seniority shall be determined by the order in which the names stand in the Register of Members in respect of the joint holding.

7. In the case of a corporation, the Form of Proxy must be executed under its common seal or signed on its behalf by a duly authorised attorney or duly authorised officer of the corporation.

8. A vote withheld option is provided on the Form of Proxy to enable you to instruct your proxy not to vote on any particular resolution. However, it should be noted that a vote withheld in this way is not a "vote" in law and will not be counted in the calculation of the proportion of votes "For" and "Against" a resolution.

9. To change your proxy instructions simply submit a new proxy appointment using the methods set out above. Note that the cut-off time for receipt of proxy appointments (see above) also applies in relation to amended instructions; any amended proxy appointment received after the relevant cut-off time will be disregarded. Where you have appointed a proxy and would like to change the instructions using another hard-copy proxy form, please contact Capita Registrars. If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.

10. In order to revoke a proxy instruction you will need to inform the Company by sending a signed hard copy notice clearly revoking your proxy appointment to Capita Registrars, PXS, 34 Beckenham Road, Beckenham BR3 4TU. In the case of a member which is a company, the revocation notice must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice. In either case, the revocation notice must be received by Capita Registrars no later than 10.00 a.m. on 21 September 2012. If you attempt to revoke your proxy appointment but the revocation is received after the time specified then, subject to the paragraph directly below, your proxy appointment will remain valid.

11. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the General Meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual, CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider should refer to their CREST sponsors or voting service provider(s), who will be able to take the appropriate action on their behalf.

    In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear UK & Ireland Limited's specifications and must contain the information required for such instructions, as described in the CREST Manuals. The message must be transmitted so as to be received by the Company's agent, Capita Registrars Limited (CREST Participant ID: RA10), no later than 48 hours before the time appointed for the meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Application Host) from which the Company's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

    CREST members and, where applicable, their CREST sponsor or voting service provider should note that Euroclear UK & Ireland Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service provider(s) should refer to the sections of the CREST Manual concerning practical limitations of the CREST system and timings.

    The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

12. Voting on Resolution 2 will be conducted by way of a poll rather than on a show of hands and only those Shareholders who are deemed to be Independent Shareholders (as defined in the Company's Admission Document dated 5 September 2012 of which this notice forms part) shall be entitled to vote on Resolution 2.

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