THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this document, you should consult an independent professional adviser authorised under the Financial Services and Markets Act 2000 who specialises in advising on the acquisition of shares and other securities.

This document is an admission document prepared in accordance with the rules of AIM, a market operated by the London Stock Exchange and does not comprise a prospectus for the purposes of the Prospectus Rules and has not been approved by or filed with the Financial Services Authority. **Application has been made for all of the issued and to be issued Ordinary Shares to be admitted to trading on AIM. It is expected that Admission will become effective and that trading in the Ordinary Shares will commence on AIM on 21 December 2007.**

The Company and its Directors, whose names appear on page 4 of this document, accept responsibility for the information contained in this document including individual and collective responsibility for compliance with the AIM Rules for Companies. To the best of the knowledge and belief of the Company and its 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 does not omit anything likely to affect the import of such information.

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. 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. Each AIM company is required pursuant to the AIM Rules for Companies to have a nominated adviser. The nominated adviser is required to make a declaration to the London Stock Exchange on admission in the form set out in Schedule Two to the AIM Rules for Nominated Advisers. The London Stock Exchange has not itself examined or approved the contents of this document.

JURIDICA INVESTMENTS LIMITED

(a closed-ended investment company incorporated in Guernsey with limited liability under the Companies (Guernsey) Law 1994 (as amended) with registered number 48126)

PLACING OF 78,400,000 ORDINARY SHARES AT A PRICE OF 100 PENCE PER ORDINARY SHARE AND ADMISSION TO TRADING ON AIM

Nominated Adviser and Broker

CENKOS SECURITIES PLC

Expected share capital of the Company immediately following Admission

Authorised Number		*Issued and fully paid Number*
Unlimited	Ordinary Shares of no par value	80,000,000*

**Including 1,500,000 Ordinary Shares to be acquired by the Investment Manager and 100,000 Ordinary Shares to be acquired by the Principals at or following Admission.*

Your attention is drawn in particular to the Risk Factors in Part 1 of this document.

Consent under the Control of Borrowing (Bailiwick of Guernsey) Ordinances, 1959 to 1989, as amended, has been obtained to the issue of this document and the issue and placing of the Placing Shares. To receive such consent, application was made under the Guernsey Financial Services Commission's framework relating to Registered Closed-ended Investment Companies. Under this framework neither the Guernsey Financial Services Commission nor the States of Guernsey Policy Council have reviewed this document but instead have relied on specific warranties provided by the Guernsey licensed administrator of the Company. Neither the Guernsey Financial Services Commission nor the States of Guernsey Policy Council takes any responsibility for the financial soundness of the Company or for the correctness of any of the statements made or opinions expressed with regard to it.

The Placing Shares will, on issue, rank in full for all dividends and other distributions declared, paid or made in respect of the Ordinary Shares after Admission and will otherwise rank *pari passu* in all respects with each other.

The Ordinary Shares have not been nor will they be, registered under the US Securities Act of 1933, as amended, or with any securities regulatory authority of any state or other jurisdiction of the United States or under the applicable securities laws of Australia, Canada, Japan, South Africa or the Republic of Ireland. Subject to certain exceptions, the Ordinary Shares may not be offered or sold in the United States, Australia, Canada, Japan, South Africa or the Republic of Ireland or to or for the account or benefit of any national, resident or citizen of Australia, Canada, Japan, South Africa or the Republic of Ireland or any person located in the United States. This document does not constitute an offer of, or the solicitation of an offer to subscribe for or buy, any Ordinary Shares to any person in any jurisdiction to whom it is unlawful to make such offer or solicitation in such jurisdiction and is not for distribution in, or into, the United States, Australia, Canada, Japan, South Africa or the Republic of Ireland. The distribution of this document in other jurisdictions may be restricted by law and therefore persons into whose possession this document comes should inform themselves of and observe such restrictions.

Cenkos Securities is regulated by the Financial Services Authority and is acting exclusively for the Company and for no one else in connection with the Placing and Admission. Cenkos Securities will not be responsible to anyone other than the Company for providing the protections afforded to customers of Cenkos Securities or for advising any other person on the contents of this document or the Placing and Admission. The responsibility of Cenkos Securities as nominated adviser and broker to the Company is owed solely to the London Stock Exchange and is not owed to the Company or any Director or to any other person in respect of their decision to acquire Ordinary Shares in reliance of any part of this document. No representation or warranty, express or implied, is made by Cenkos Securities as to the contents of this document (without limiting the statutory rights of any person to whom this document is issued). No liability whatsoever is accepted by Cenkos Securities for the accuracy of any information or opinions contained in this document or for the omission of any material information for which it is not responsible.

In connection with the Placing, Cenkos Securities and any affiliate acting as an investor for its own account may take up the Ordinary Shares and in that capacity may retain, purchase or sell for its own account such securities and/or any related investments and may offer to sell such securities and/or other investments otherwise than in connection with the Placing. Cenkos Securities does not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

Copies of this document will be available during normal business hours on any day (except Saturdays, Sundays, bank and public holidays) free of charge to the public at the offices of Cenkos Securities plc, 6.7.8 Tokenhouse Yard, London EC2R 7AS for one month from the date of Admission.

IMPORTANT NOTICE

Forward-looking statements

This document includes statements that are, or may be deemed to be, ''forward-looking statements''. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms ''believes'', ''estimates'', ''plans'', ''projects'', ''anticipates'', ''expects'', ''intends'', ''may'', ''will'', or ''should'' or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include matters that are not historical facts and include statements regarding the Company's intentions, beliefs or current expectations such as those regarding the Company's business strategy, plans and objectives.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. A number of factors could cause actual results and developments to differ materially from those expressed or implied by the forward-looking statements including, without limitation, the Risk Factors described in Part 1 of this document. In light of these factors and the uncertainties and assumptions inherent in forward-looking statements contained in this document, such statements may and often do differ materially from actual results and the events described in them may not occur. Any forward-looking statements in this document reflect the Directors', the Company's and the Investment Manager's view with respect to future events as at the date of this document and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the Company's operations and strategy. Save as required by law, none of the Company, the Directors or the Investment Manager has any obligation to publicly release the results of any revisions to any forward-looking statements in this document that may occur due to any change in its expectations or to reflect events or circumstances after the date of this document.

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DIRECTORS, INVESTMENT MANAGER AND ADVISERS

Directors	Lord Dan Brennan (Non-executive Chairman) Richard Battey (Non-executive Director) Kermit Birchfield (Non-executive Director)
Registered Office	Bordeaux Court Les Echelons St. Peter Port Guernsey GY1 6AW
Investment Manager	Juridica Management Limited Bordeaux Court Les Echelons St. Peter Port Guernsey GY1 6AW
Nominated Adviser and Broker to the Company	Cenkos Securities plc 6.7.8 Tokenhouse Yard London EC2R 7AS
English Solicitors to the Company	Travers Smith 10 Snow Hill London EC1A 2AL
Guernsey Advocates to the Company	Ozannes 1 Le Marchant Street St Peter Port Guernsey GY1 4HP
Auditors and Reporting Accountants	PricewaterhouseCoopers CI LLP National Westminster House Le Truchot St Peter Port Guernsey Channel Islands GY1 4ND
Administrator and Secretary	Bordeaux Services (Guernsey) Limited Bordeaux Court Les Echelons St. Peter Port Guernsey GY1 6AW
Registrars	Capita Registrars (Guernsey) Limited 2nd Floor, No. 1 Le Truchot St. Peter Port Guernsey GY1 4AE Channel Islands

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Admission and expected commencement of dealings	21 December 2007
CREST accounts credited (as applicable)	21 December 2007
Despatch of definitive share certificates	by 4 January 2008

Each of the times and dates in the above timetable is subject to change. All times are London times unless otherwise stated.

PLACING STATISTICS

Placing Price per Ordinary Share	100p
Number of new Ordinary Shares being placed	78.4 million
Number of Ordinary Shares in issue immediately following the Placing*	80,000,000
Estimated initial Net Asset Value per Ordinary Share on Admission	95p
Market capitalisation of the Company at the Placing Price	£80.0 million
Estimated gross proceeds of the Placing	£78.4 million
Estimated net proceeds of the Placing receivable by the Company	£74.4 million
ISIN code	GG00B29LSW52

**Including 1,500,000 Ordinary Shares to be acquired by the Investment Manager and 100,000 Ordinary Shares to be acquired by the Principals, at or following Admission.*

PART 1

RISK FACTORS

In addition to all other information set out in this document, the following specific factors should be considered carefully in evaluating whether to make an investment in the Company. The risk factors set out in this Part 1 are not exhaustive. There may be other risks that a prospective investor should consider that are relevant to its own particular circumstances or generally. An investment in the Company is only suitable for investors who are capable of evaluating the risks and merits of such investment and who have sufficient resources to bear any loss which might result from such investment. If you are in any doubt about the action you should take with respect to the Placing, you should consult a professional adviser authorised under the FSMA who specialises in advising on the acquisition of shares and other securities.

In view of the risks noted below, the Company should be considered a speculative investment and investors should invest in the Company only if they can sustain a complete loss of their investment. No guarantee or representation is made that the Company will achieve its investment objective or that it will be able to implement its investment policy successfully.

RISKS RELATING TO THE COMPANY

New company

The Company was incorporated on 28 November 2007 and has no operating history. The Company is subject to all of the business risks and uncertainties associated with any new business enterprise, including the risk that the Company will not achieve its investment objective. In such circumstances, the value of a Shareholder's investment in the Company could therefore decline substantially.

Life of the Company

Shortly before the sixth anniversary of Admission (and every three years thereafter), the Board will propose a special resolution to wind-up the Company. Unless Shareholders vote to wind-up the Company, Shareholders will only be able to realise their investment by selling their Ordinary Shares. In addition, there may be a delay following a vote to wind-up the Company as the Company's investments are being realised.

Competition

The Company may face competition from other entities, some of which may have significantly greater financial and/or technical resources than the Company, whose business may be at a more mature stage of development than that of the Company, which may develop or market alternative funding arrangements that are more effective or less susceptible to challenge than those developed or marketed by the Company, or that might render the Company's investment strategy obsolete or uncompetitive.

Guernsey law

The Company is a limited liability company incorporated under Guernsey law. Guernsey law does not make a distinction between private and public companies and some of the protections and safeguards that investors may expect to find in relation to a public company under UK law are not provided for under Guernsey law.

Hedging and currency risk

The Company's assets are expected, at least initially, to be denominated in dollars and the Company's financial information will be presented in dollars. However, returns of capital and, if paid, dividends will be denominated in sterling. The Company may hedge some of its exposure to the US dollar or other non-sterling currencies through forward foreign exchange contracts. While hedging may reduce currency risk, it is not possible to hedge fully or perfectly against

currency fluctuations. Accordingly, investors may, at certain times, be exposed to exchange rate risks between dollars (or other non-sterling currency)and sterling such that if the value of the dollar (or other non-sterling currency) falls relative to sterling, the Company's assets will, in sterling terms, be worth less.

Additional capital

While the Directors believe that the Company has sufficient funds to fund its activities, there can be no assurance that the Company will be able to raise additional capital which it may require on favourable terms or at all. Any additional capital raising by issuing Ordinary Shares will dilute the interest of Shareholders, and any debt financing, if available, may require the Company to be bound by financial covenants which could limit the Company's operations. If the Company is unable to obtain additional funding as needed it may be required to reduce the scope of its operations.

Ownership interest in the Investment Manager

Immediately following Admission, the Company will own 15 per cent. of the issued shares of the Investment Manager. This interest may be diluted by the issuance of further shares of the Investment Manager. The Company will only have limited negative control rights in relation to the activities of the Investment Manager. If the Management Agreement is terminated for any reason by the Company (other than for a material breach of the Management Agreement by the Investment Manager) or if the Company goes into liquidation, certain family trusts of the Principals have the right to purchase the Company's shares in the Investment Manager at the then fair market value.

The Company may experience fluctuations in its operating results

The Company may experience fluctuations in its operating results from period to period due a number of factors, including the changes and values of investments that the Company makes and collection and recognition of recoveries, settlement monies or other funds from investments. Such variability may lead to volatility in the trading price of the Ordinary Shares and cause the Company's results for a particular period not to be indicative of its performance in a future period.

Influence of Invesco

Following Admission, Invesco plc will hold a significant shareholding in the Company (being 29.50 per cent. of the Company's issued share capital). This may impact on the outcome of those decisions and activities of the Company which require Shareholder approval or ratification.

RISKS RELATING TO THE ORDINARY SHARES

No prior trading record for the Company or the Ordinary Shares

Since the Ordinary Shares have not previously traded, their market value is uncertain. There can be no assurance that the market will value the Ordinary Shares at or above the Placing Price or the Net Asset Value per Ordinary Share. Following Admission, the market price of the Ordinary Shares may be volatile and investors may therefore be unable to recover their original investment upon a sale. The Company's results and prospects from time to time may be below the expectations of market analysts and investors. At the same time, equity market conditions may affect the Ordinary Shares regardless of the performance of the Company. Equity market conditions are affected by many factors, such as general economic outlook, movements in or outlook on interest rates and inflation rates, currency fluctuations, commodity prices, changes in investor sentiment towards particular market sectors and the demand for and supply of capital. Accordingly, the market price of Ordinary Shares may not reflect the underlying value of the Company's investments, and the price at which investors may dispose of their Ordinary Shares at any point in time may be influenced by a number of factors, only some of which may pertain to the Company while others may be outside the Company's control.

Dividends

The ability to pay dividends and any dividend growth in the Ordinary Shares will depend on the Company's ability to generate profits from its investment activities. Except in the context of a winding up of the Company, the Company is prevented under the Management Agreement from making a cash distribution to Shareholders where such distribution would result in the Net Asset Value falling below £80 million.

The dividend policy mentioned in Part 2 of this document should not be construed as a dividend forecast. Any change in the tax treatment of investment returns, dividends or interest received by the Company or in the treatment of capital gains or profits realised by the Company on its investments or the structure of its investments giving rise to greater tax on capital gains or income realised by the Company will reduce the amount of dividends to be paid.

AIM investments carry a higher risk

An investment in the Ordinary Shares is only suitable for financially sophisticated investors who are capable of evaluating the merits and risks of such an investment, or other investors who have been professionally advised with regard to investment, and who have sufficient resources to be able to bear any losses that may arise therefrom (which may be equal to the whole amount invested). Such an investment should be seen as complementary to existing investments in a wide spread of other financial assets and should not form a major part of an investment portfolio.

Investors should not consider investing in the Ordinary Shares unless they already have a diversified investment portfolio. Investment in the Company should be regarded as long-term in nature.

The Ordinary Shares will be admitted to AIM. An investment in shares quoted on AIM may be less liquid and may carry a higher risk than an investment in shares quoted on the Official List of the UK Listing Authority or other stock exchanges. The rules of AIM are less demanding than those of the Official List.

RISKS RELATING TO THE COMPANY'S INVESTMENT STRATEGY

Ethics and legal restrictions

There are legal and professional ethics reasons why there have been limited investment opportunities in the area of claims purchase or litigation financing in the US and elsewhere in the past. These include prohibitions on purchasing claims from plaintiffs (known as maintenance, and a form of maintenance, called champerty), restrictions on assignment of certain kinds of claims, and ethical restrictions on participating in a lawyer's contingent fee interests (including ethical rules against sharing fees with lawyers and non-lawyers). A number of states in the US and other jurisdictions will not, for legal and professional ethics reasons, permit the Company to make investments in litigation and arbitration cases either directly or through loans to law firms and accordingly the Company will not be able to make such investments in these jurisdictions, thereby limiting the number of potential investments it can make.

The Company intends to obtain legal opinions in those jurisdictions where it wishes to make investments. In many jurisdictions investment in and syndication of rights to the proceeds of legal claims is a novel concept which has not been considered by the courts nor addressed by statute. In certain jurisdictions, such as California, while no binding court decisions specifically disapprove of the practice, a court may still decline to enforce such arrangements if, for example, there is an indication that a non-party to a claim is in any way controlling the prosecution of that lawsuit, or if it appears that a non-lawyer is unlawfully engaged in the practice of law, or if the arrangement otherwise offends the public policy of the jurisdiction.

For each of its investments, the Company intends to rely on lawyers which it believes have suitable expertise to provide correct and accurate interpretation of the laws and ethics of the relevant jurisdiction as they apply to the investment in question. However, in the event that such

interpretations are incorrect or subject to qualifications the Company's investments could be open to challenge or subsequently reduced in value or extinguished.

Changes in laws or ethical rules in jurisdictions where these restrictions currently do not apply could further reduce or limit opportunities for the Company to make investments as envisaged or could result in the diminution or extinction of the value of investments already made by the Company in such jurisdictions.

Investment in federally-registered intellectual property claims

The paucity of US case law addressing the legality of investing in and assigning federally-registered intellectual property claims leaves considerable uncertainty as to the propriety of such investments in US jurisdictions. Certain US courts have voided investments in cases involving federally-registered intellectual property claims as champertous. Accordingly, there is a risk that a US court could find the Company's investment in any federally-registered intellectual property claims (or any other claims) champertous and render void the investment.

Inability to locate and delay in making investments

The success of the Company will be dependent upon, *inter alia*, the Investment Manager's identification, making, and management of, and realisation on, suitable investments in litigation and arbitration cases. As at the date of this document, the Investment Manager has not identified a sufficient number of claims in which to invest all of the Company's proposed capital, and there is no guarantee that the Investment Manager will be able to identify, in a timely fashion or at all, a sufficient number of suitable investments in claims that meet the diversification and underwriting requirements of the Company and that are in jurisdictions where such investments are permitted.

Initial and/or future investments may be delayed or made at a relatively slow rate because among other things:

- the Investment Manager intends to conduct due diligence prior to making an investment;
- the Investment Manager may conduct extensive negotiations in order to facilitate an investment;
- attractive investments may not be identified or available at the rate currently anticipated by the Investment Manager due to competition from other investors or other factors;
- only investments in jurisdictions where the Company receives a reasoned legal opinion to the effect that such an investment will not breach laws or professional ethics rules, will be considered; and
- under the Company's investment policy, its maximum investment in any one litigation or arbitration case is limited to $10 million (unless the Board otherwise determines in its absolute discretion).

It may therefore take a significant amount of time to invest the Company's capital fully and a significant proportion of the net proceeds of the Placing may not be invested in investments for an indefinite period. The Company cannot predict how long it will take to deploy the Company's capital in such investments or at all. There is no obligation on the Company to invest any of the net proceeds of the Placing within a certain time period following Admission.

The Company's business model depends upon referral relationships

The Company's investment strategy means that it will rely to a very significant extent on maintaining active communication with legal professionals in order to provide it with opportunities for investment. If the Company fails to maintain relationships with key legal professionals or such professionals perceive the Company's proposed investment may make the particular claim susceptible to challenge or the Company fails to establish strong referral relationships with other sources of investment opportunities, the Company will not be able to grow its portfolio and achieve its investment objective. In addition, persons with whom the

Investment Manager has formed relationships are not obliged to provide the Company with investment opportunities and therefore there is no assurance that such relationships will lead to the origination of investments.

Bad case selection

There can be no guarantee that cases in which the Company invests, either directly or through loans to FSUS or other law firms, will be successful or will pay the returns targeted by the Investment Manager. If any of the cases, claims or disputes in which the Company invests, either directly or through loans to FSUS or other law firms, are unsuccessful or produce investment returns below those expected by the Investment Manager, the Net Asset Value per Ordinary Share and/or the market price of the Ordinary Shares could be materially adversely affected.

Liability for costs or damages

In the event an investment is made by the Company in a claim pending in a jurisdiction with a ''loser pays system'' (such as the UK), the Company could be liable for the defendant's costs and fees in the relevant case. Even though the Company is likely to seek to purchase insurance against this event, there can be no assurance that such insurance will be available on a commercially acceptable basis, or at all, or if purchased, will be adequate to cover costs assessed, which could result in a loss to the Company. In the US, costs are sometimes awarded against a loser in litigation; therefore similar losses based on adverse costs awards could also result from investments there. There are also laws in the US and elsewhere that create liability for plaintiffs who are determined by a court to have brought litigation that is frivolous or groundless. Although the Company plans to avoid investments in frivolous or groundless cases, the Company could be subject to losses if such a case (involving a direct investment or a loan by the Company) were determined by a court of competent jurisdiction to have been brought or supported by the Company.

Evaluation and disclosure of cases and case performance

Details of actual cases that the Company has invested in or intends to invest in will not be disclosed on a named basis to Shareholders, and in any event not all information relevant to the evaluation of any case investment by the Company will be permitted by law or professional ethics codes of conduct to be made available to the Company or the Shareholders. In particular, any sharing with the Company or the Shareholders of confidential information protected by attorney-client privilege or by attorney work-product doctrine could waive all protection of that information. Such waiver could severely damage the value of the underlying claim by giving the opponent access to sensitive information. Any agreement to share with Shareholders any information and evidence related to the case could preclude the plaintiff from entering into confidentiality agreements with co-plaintiffs in the same matter. Such sharing could also make discovery from the adverse party problematical as most discovery is covered by court-issued protective orders that ensure the confidentiality of all parties. A breach of a protective order could subject a party to serious sanctions that would impact the value of the underlying claim.

In some instances, case settlements and case prospects will be confidential and/or subject to lawyer-client privilege. Accordingly, Shareholders will not have an opportunity to evaluate for themselves cases in which the Company intends to or does invest, either directly or through loans to FSUS or other law firms, and therefore Shareholders will be dependent upon the judgement and ability of the Investment Manager in investing and managing the assets of the Company. The valuation of each investment will be subject to policies adopted by the Company and may not reflect the actual financial prospects of such investment at any given time.

Recovery collection risks

Part of the case selection process for investment involves an assessment by the Investment Manager of the ability of the defendant to pay a judgment or award if the case is successful. If the defendant is unable to pay or the plaintiff or defendant seeks to challenge the validity of the investment on legal or professional ethics grounds, the Investment Manager and, in the case

of loans to FSUS or other law firms, FSUS or the other law firms (as the case may be) may encounter difficulties collecting their contractually agreed share of litigation recoveries from plaintiffs selling such interests or lawyers with which FSUS or other law firms has a co-counsel relationship.

In addition, although the Company has been advised that the proposed rate of interest on its loans to FSUS should be enforceable and intends to seek similar advice on any loans to other law firms, such interest rate could nevertheless be open to challenge and, if successful, might result in such interest payments being unenforceable or reduced.

Underwriting errors

The Investment Manager may fail to correctly apply the underwriting criteria applied to an investment, or may fail to account for a material risk factor to which an investment is subject. The cases in which the Company directly invests or finances through loans may be unsuccessful, take considerable time (whether because of appeals or otherwise) or result in a distribution of cash, new security or other assets, the value of which may be less than the investment made by the Company. It may not be possible to dispose of any such security or other asset received for legal or professional ethics reasons. The Company may incur additional costs in effecting a disposal of any such security or other assets. Each of these matters could have a material adverse impact on the anticipated value of such investment.

US securities law

The promissory notes to be issued by FSUS in connection with loans to be made by the Company to it, may be characterised as a security under the U.S. federal and state securities laws, including the Securities Act. This statute requires the registration of any offering of securities, unless an applicable exemption from registration is available. The proposed issue of promissory notes is exempt from registration under the Securities Act. Consequently, the Company will not have the benefit of the protections afforded or the degree of substantive disclosures required by such registration.

The Investment Manager could be deemed to be acting as an ''investment adviser'' under the United States Investment Advisers Act 1940 (the ''Advisers Act''), by reason of services performed from the US by the Principals when advising the Company as to the value of securities such as promissory notes to be issued by FSUS. The Principals' interest in funding litigation cases on behalf of FSUS and any other associated law firms, may conflict with the Investment Manager's fiduciary duty to seek appropriate investment opportunities for the Company. As a result of this conflict, the Investment Manager may invest on behalf of the Company in litigation cases or claims, and on terms, that are less favourable to the Company than it could otherwise obtain from an unaffiliated investment adviser.

To the extent that the Investment Manager would be acting through the Principals as associated persons from a place of business in the District of Columbia or any other US state, the Investment Manager may be subject to investment adviser registration under the relevant state's securities or ''blue sky'' laws. Such registration and applicable regulatory requirements may have an adverse affect on the ability of the Investment Manager to locate appropriate investment opportunities on behalf of the Company. If the Investment Manager and/or the Principals are deemed to be investment advisers engaging in prohibited conduct under the Advisers Act or are subjected to enforcement proceeding under the Advisers Act or other securities laws or regulations, they may be materially limited or prevented from locating investment opportunities on behalf of the Company in the US.

Perceptions of lawyers and advisors

The participation of licensed lawyers involved in investments contemplated by the Company is fundamental to the business model of the Company. Although the Company will, before making an investment, obtain a reasoned, written opinion from an independent appropriately qualified lawyer to the effect that (with customary exceptions) the proposed investment will not give rise

to professional ethical restrictions on "fee splitting" between lawyers and non-lawyers (or "fee sharing" between lawyers) or a violation of other legal prohibitions (such as champerty or maintenance), a number of professional ethics rules and legal restrictions are conceptual in nature and their application is difficult to predict. There is therefore no certainty that a court of law or a professional legal ethics regulatory authority in the US or its equivalent in jurisdictions outside of the US will agree with the opinions of the Investment Manager or its external experts if the issue is challenged. If such lawyers perceive either that the contemplated transactions are not legal or ethical under applicable laws or professional ethics rules, whether correctly or not, or that there is a risk that defendants, regulators or lawyers may challenge or raise defences based on the existence of the Company's investment, there may be a diminished market for some of the investment transactions proposed by the Company.

Enforceability of investment contract provisions

The contracts which the Company proposes to use to document investments in claims will be tailored to meet requirements and legal restrictions of the jurisdictions in which the claims are purchased and/or in which the claims are pending. However, the Company intends to include standard clauses in those contracts wherever possible. For example, the Company intends to subject disputes between the claim seller and the Company under most or all investment documents to binding arbitration under laws (such as Guernsey) and rules of procedure (recognised European arbitration centres, such as ICC and LCIA) other than those of the jurisdiction(s) in which the claim seller is resident or the underlying litigation or arbitration is pending. The Company's investment documents will be drafted and reviewed by qualified lawyers but it is not possible to guarantee that their terms will be given the meaning and effect intended by the Company if subject to a dispute before a court of competent jurisdiction or a relevant tribunal.

In particular, a court (including that of the relevant US state in which the investment is being made) may decline to enforce the arbitration clauses for a variety of reasons and such a court or any relevant arbitration tribunal may, in certain circumstances, in fact determine that it is appropriate to apply the laws of a jurisdiction (including that of the relevant US state in which the investment is being made) other than those provided for in the documentation. In addition, where an award is rendered by any court or relevant arbitration tribunal under the terms of the investment documents, the Courts of any jurisdiction in which enforcement of that award or judgment is attempted may decline to enforce it for a number of reasons including, for example, public policy concerns.

If a court were to ignore or invalidate a material provision of the Company's investment documents, such as the mandatory arbitration provisions, or were to refuse to enforce an award or judgment rendered pursuant to those provisions, the Company may not be able to recover its investment or may incur unanticipated costs in recovering its investment and a share of returns from the claim. This could have a material adverse effect on the Company's Net Asset Value and its profitability.

Reliance on lawyers

The Company is reliant on the ability of the lawyers representing the plaintiffs in investment cases (which may include FSUS) to prosecute claims with due skill and care. If they fail to do this, it is likely to have a material adverse affect on the value of the Company's investment. Whilst the Investment Manager will analyse and evaluate the experience and track record of the lawyers involved, there is no guarantee that the outcome of a case will be in line with the plaintiffs' lawyers' assessment of the case.

In the case of direct investments, the Investment Manager and the Company will often have limited or no rights to control or influence the management, prosecution or settlement of a case. In the case of indirect investments through loans to FSUS or other law firms, neither the Company nor the Investment Manager will have any rights to control the prosecution, disposition or settlement of the particular case. This is because such control could be seen to

interfere with the attorney-client relationship between the plaintiff and the litigating attorney and may result in a court voiding the Company's investment for reasons of public policy, or may result in a determination that the Company's investment is unenforceable against the plaintiff.

Concentration risk

Although the Investment Manager cannot make an investment in a single claim in excess of $10 million without the full Board's prior approval, certain investments may represent a significant proportion of the Company's total assets. As a result, the impact on the Company's performance and the potential returns to investors will be more adversely affected if any one of those investments were to perform badly than would be the case if the Company's portfolio of investments were more diversified.

Calculation of Net Asset Value

In calculating the Company's Net Asset Value (which is relevant for calculating the fees payable to the Investment Manager) the Administrator may rely on estimates of the value of claims in which the Company invests. Such estimates may differ significantly from the actual final value of the investment.

Expansion

The expansion of the Company's operations outside of the United States will require the Company to comply with further laws and regulations. For example, if the Company wishes to operate in the UK it may require authorisation by the FSA. Such laws and regulations could make it more onerous, financially, legally or otherwise for the Company to conduct its business and could increase its cost base or decrease its revenue and therefore adversely affect its profitability.

Other conflicts

The Principals are not restricted from working for FSUS or other law firms established by the Principals in the private practice of law or (subject to the restrictions contained in the Key Men Undertaking) in other capacities for the benefit of parties other than the Company. There can be no guarantee that such activities will not negatively impact the ability of the Principals to devote sufficient time to the provision of services to the Investment Manager or result in negative publicity for FSUS or the Investment Manager or the Company. Should the reputation of either Principal be damaged in any way or lose market appeal, the Company's business could be adversely impacted.

Changes in regulation

The Company is currently licensed and regulated as an investment fund in Guernsey by the GFSC. The GFSC may determine that the Company's activities are subject to increased regulation or compliance requirements, or that those activities have contravened its requirements. In addition, the Company may in future become subject to additional licensing or regulatory requirements in jurisdictions other than Guernsey. In any event, in Guernsey or such additional jurisdictions, the Company will be under a duty to comply with any new regulations applicable to it. Compliance with these regulations could create additional burdens for the Company and could have a material adverse effect on the investment strategies of, and/or the value of direct or indirect investments by, the Company.

Information systems

The Company and the Investment Manager are exposed to the risk of catastrophic loss to computer equipment or other facilities that would have a serious impact on the Company's operations. Some of the Company's growth plans are based on the Investment Manager's ability to apply its infrastructure (including information technology systems) across a growing business. The Company can give no assurance that the Investment Manager will be able to develop its systems at a rate commensurate with the growth of the Company's business or that all such risks

will be adequately covered by the Investment Manager's systems to prevent an adverse effect on the Company's financial performance.

Maintenance of licences to practise law

For certain types of loan investment transactions to FSUS or other law firms, one or more of the Principals (or in the case of other law firms, one or more of the partners of those firms) may need to maintain a licence to practise law in either the jurisdiction in which the case is being heard or another jurisdiction. There is a risk that, if both Principals (or all partners in a law firm with which the Company has a loan relationship) lose their licences to practise law or the Principals (or such other law firm partners) do not have a licence to practise law in the relevant jurisdiction where a potential investment arises, certain investment opportunities may not be pursued, or certain existing investments may need to be liquidated, perhaps at a loss.

Professional negligence of FSUS and other law terms

Pursuant to the terms of the Facility, FSUS has agreed to maintain professional negligence insurance with respect to FSUS and its professionals, including the Principals. Likewise, the Investment Manager intends to require other law firms with which the Company enters into a loan relationship to be required to maintain professional negligence insurance of a minimum standard. However, such insurance will not cover liability for acts or omissions that do not constitute professional negligence under the terms of the applicable policy. Moreover, if the advice given by FSUS or another law firm in connection with a co-counsel investment is found to be negligent, the insurance coverage might not be sufficient to cover the relevant firm's loss. This may adversely affect FSUS's or the other law firm's ability to continue their respective operations, including their active participation in existing investments or co-counsel arrangements. As a result, certain investments by the Company may need to be liquidated, and perhaps at a loss.

Realisation on collateral in the event of default

The Facility documents between the Company and FSUS do not provide further recourse to the FSUS or the Principals beyond the value of the limited collateral provided under those documents, nor will there always be recourse against the partners or owners of other law firms who borrow money from the Company under similar arrangements. In the event of a default under the Facility or other similar loan documents, the termination of the Facility or similar loans for other reasons, the death or incapacitation of the Principals, or the loss of their licences to practise law, there are professional ethical, legal and other limitations on the ability of the Company to realise on the security provided to the Company under the collateral documents. As a consequence, in such circumstances the Company may not be able to recover all or any part of its investments with FSUS or any other law firms (as the case may be).

Legal professional conflicts

Lawyers have a primary duty to the courts and a secondary duty to their clients. In the case of loans to FSUS or other law firms, these duties – including the attendant responsibilities such as independent judgement, client confidentiality and the rules relating to legal professional privilege – are paramount given the nature of the business of FSUS and other law firms as a legal practice. FSUS and any other law firms to whom the Company makes a loan, their employees and the Principals will, with respect to all legal professional representations, owe overriding duties of independent judgement to their clients. There could be circumstances in which the lawyers of FSUS or another law firm are required to act in accordance with these duties, which may be contrary to other responsibilities to the Company under the Facility or other investment documents or inconsistent with the Company's investment strategy.

RISKS RELATING TO THE INVESTMENT MANAGER AND TO FSUS

New businesses

The Investment Manager was formed in Guersney on 28 November 2007, and has no operating history. The Investment Manager is subject to all the risks and uncertainties associated with any new business enterprise.

Relationship between FSUS and the Company

FSUS has received reasoned, written opinions that the manner in which it intends to conduct its business as a law and legal services firm with the Company complies with applicable laws and rules of professional ethics in the District of Columbia, so long as certain operating and internal information management procedures are met and observed by FSUS and its lawyers. Although the Company has received such opinions, the applicable laws and professional ethics rules are conceptual in nature and there can be no assurance that a court of law or the relevant professional legal ethics regulatory authority will ultimately agree with such opinion or the efficacy of the operating proccedures implemented by FSUS. If this were the case, then the loans made by the Company to FSUS could be subject to challenge and this would have a material adverse effect on the Company.

Reliance on key personnel

Senior management of the Investment Manager (including the two Principals) will make all decisions with respect to the selection of investments by the Company. As a result, the success of the Company will depend largely upon the ability and continuing availability of the Principals. Even though both Principals will, through the Key Men Undertaking, be subject to certain non-compete restrictions, the death, incapacity or loss of the service of either Principal would have a material adverse impact on the business of the Company and the investments made through FSUS in particular. No key man insurance has been taken out in respect of either of the Principals by the Company.

Management and performance fees

The annual management and performance fees payable to the Investment Manager may result in substantially higher payments to the Investment Manager than similar arrangements in other types of investment vehicles. The existence of a performance fee may create an incentive for the Investment Manager to propose riskier or more speculative investments than it would otherwise propose in the absence of such fee. In addition, since the performance fee is calculated by reference to the Net Asset Value of the Company (rather than by reference to realised profits on investments) the Investment Manager may earn management and performance fees even though a proportion of the Company's investments may subsequently be written off or written down in the future.

Term of the Management Agreement

Except in certain limited circumstances, the Management Agreement can only be terminated by either party at the end of its initial six (6) year term. If neither the Company nor the Investment Manager gives the required six (6) months' notice to terminate the agreement with effect from the end of the initial term, the Management Agreement will be automatically renewed for a further period of three (3) years and will keep automatically renewing every three (3) years thereafter until terminated on six (6) months' notice to expire before the next automatic renewal date. For further information, please see paragraph 4 of Part 3 of this document.

Substantial fees payable regardless of profit

The Company will incur obligations to pay all fees and properly incurred out-of-pocket expenses of the Investment Manager (to the extent not included in the costs contemplated by the Management Agreement), the Administrator and the Registrar. These expenses and fees will be payable regardless of whether the Company makes a profit. For further information, please see paragraph 6 of Part 3 of this document.

Protection of intellectual property rights

The Investment Manager regards the reputation of the Principals and its trade secrets and similar intellectual property as important to its success. Should any of them be damaged in any way or lose market appeal, the Company's business could be adversely impacted. While the Investment Manager will use all reasonable endeavours to protect its intellectual property rights, unauthorised use or disclosure of that intellectual property may have an adverse effect on the Company's marketing capability and its operating and financial performance.

TAX RISKS

Characterisation of Investments

The Company intends to structure investments in claims, including through loans to FSUS and other law firms, on a case-by-case basis in accordance with legal and ethics principles and limitations identified by the Investment Manager and its professional advisors in each such instance. There is no guarantee that a state, federal or other governmental taxing authority in the jurisdiction where the investment is made or where the relevant claim is pending will accept, for tax or other regulatory purposes, the characterisation of the investment as intended and documented by the Company and reflected in the investment documents. Taxing or other regulatory authorities may ''deem'' the transaction to be characterised in a different fashion for local tax or other regulatory purposes, which could yield a different tax or regulatory treatment of the associated investment returns.

Similarly, the Company has not finally determined how all possible types of investment by the Company will be characterised for accounting purposes, recognising that each such investment asset may need to be examined and characterised on a case-by-case basis. The Company could characterise an investment asset in a manner different from the characterisation intended for legal or ethics purposes, and such a change or re-characterisation by the Company could result in an investment asset being written up or down under IFRS principles.

If the Company, or a taxing authority, does re-characterise investment contracts or disbursements for their accounting or taxing purposes respectively, this could result in additional tax being assessed on the Company on investment returns associated with the contract; a write down of the value of the investment asset on the books of the Company; or a re-characterisation of the investment contract for purposes of interpretation or enforcement of the Company's rights in a place whose courts have jurisdiction over the enforcement of the investment contract or judgment or arbitral award based on such contract.

Tax Leakage

Some or all revenues earned by the Company through direct investments and repayments of interest, fees and principal to the Company under the loans to FSUS or other law firms, are likely to be subject to a significant withholding or income tax which cannot be reclaimed by the Company. Such a tax will reduce the net returns on the Company's investments and, as a result, diminish the potential value of the Company's assets.

Changes in taxation legislation or regulation may adversely affect the Company

Any change in the Company's tax status, or in taxation legislation in Guernsey, the United States or in other countries in which the Company carries on business, could affect the value of its investments and the Company's ability to achieve its investment objective, and may adversely affect returns to Shareholders.

Statements in this document concerning the taxation of the Company or Shareholders are based upon current US, UK and Guernsey tax law and practice, which laws and practice are in principle subject to change that could adversely affect the ability of the Company to meet its investment objective, or alter the post-tax returns to Shareholders.

Prospective investors are urged to consult their tax advisers with respect to their particular tax situations and the tax effects of an investment in the company.

PART 2

INFORMATION ON THE COMPANY

1. Introduction

Juridica Investments Limited is a limited liability, closed-ended investment company registered in Guernsey. The investment objective of the Company is to build a diversified portfolio of investments in claims and to provide Shareholders with an attractive level of dividends and capital growth through investing directly and indirectly in litigation and arbitration cases, claims and disputes. It is expected that these investments will initially be made predominantly in the United States and in international arbitration cases although, in the medium term, the Company would expect to make investments outside of the United States in jurisdictions where such investments are lawful and permitted under local law and rules on professional ethics.

The Company has appointed Juridica Management Limited, a new company limited by shares and incorporated in Guernsey, as its exclusive investment manager to locate, select and manage direct and indirect investments by the Company in cases, claims and disputes. The Investment Manager was founded by the Principals: Mr Fields and Mr Scrantom, who are both licensed lawyers in the District of Columbia (and other US states) with 50 years combined legal professional experience. Following Admission, family trusts of Messrs Fields and Scrantom will own 85 per cent. of the share capital of the Investment Manager, and the Company will own 15 per cent. The Investment Manager will subscribe for 1,500,000 Ordinary Shares, representing 1.875 per cent. of the issued share capital of the Company immediately following Admission at the Placing Price.

The Company intends to invest approximately 50 per cent. of the net proceeds of the Placing in direct investments in claims with the balance (after making the investment in the Investment Manager as described in this document) being invested through loans to law firms to finance legal fees and costs in connection with active participation in claims (through co-counsel agreements with other lawyers). These law firms will include Fields & Scrantom PLLC, (FSUS), a District of Columbia professional limited liability company owned by the Principals. The current intention of the Principals is to create one or more other legal services entities in jurisdictions outside of the United States to be controlled by them and lawyers directly associated with them to which similar loans will be made by the Company.

Investments by way of loans to FSUS and other law firms will be made when:

- a direct investment by the Company is not possible or preferred because (for example) it is not permitted for legal or ethical reasons;
- in instances where it is not practicable to get all plaintiffs individually to agree to a direct investment; or
- when the Investment Manager considers that better returns or results could be achieved if a Principal or a partner of another law firm were to take an active role in the management and strategy of a case or claim.

It is estimated that £74.4 million, after expenses, will be raised by the Company for investment. The Investment Manager expects that the net proceeds of the Placing can be fully deployed in investments within the investment policy of the Company between eighteen and twenty four months from Admission although there is no obligation upon the Company to invest the proceeds within any period of time after Admission.

The ultimate goal of the Company is to be a leading source of value-added and direct financing for large claims in complex litigation and arbitration worldwide where such financing is considered to be lawful and permitted under local law and rules on professional ethics.

2. Market opportunity

US Market

The Investment Manager believes that statistics on the litigation marketplace in the US are scarce, except with relation to the insurance industry and the related area of tort claims. According to the US Bureau of Economic Analysis (BEA), over $180 billion was spent in 2005 on ''legal services'' in the United States. A 2002 White House Council of Economic Advisers report estimated that the cost of legal fees and penalties as a percentage of US GDP was more than double that in other industralised countries. The White House Council of Economic Advisors report also indicated that, in 2000, approximately $30 billion was spent on plaintiff's lawyers to prosecute tort claims and that over $75 billion was paid in damages to tort claimants.

Historically, legal and ethical concerns about third parties profiting from investments in litigation have restricted the growth of litigation financing. However, there has been a recent trend towards eliminating or relaxing such barriers. The Investment Manager considers that the ability of a plaintiff to fund part of its case in cash and part on a contingent fee basis may act as an incentive for plaintiffs to generate cash for a portion of their interest in a claim, which allows them to negotiate a lower contingent fee percentage with their lawyers.

Contingent fees are commonplace in US court proceedings (with the law firms being remunerated by reference to a percentage of the proceeds of the litigation or arbitration) and are specifically allowed by statute in a number of US states. Commonly, US lawyers' contingent fees range between 25 per cent. and 33 per cent. of the plaintiff's total recovery in a case undertaken on a ''no win, no fee'' basis.

Markets outside the US

Australia provides a market suitable for investment by the Company. Several companies have emerged in the Australian litigation financing field. The shares of at least one law firm and one litigation financing company in Australia are now listed on the Australian Stock Exchange.

In the UK, litigation or claims financing companies exist and are making investments in UK litigation (although funding is currently limited to after-the-event insurance and flexible fee arrangements). One recent example involves a major UK law firm securing one of the largest third party fundings in litigation against an accounting firm. However, there are currently significant legal restrictions on the type of investments in litigation that can be made in the UK. The UK Legal Services Act 2007 received Royal Assent on 30 October 2007. This legislation will allow outside investment in law firms, which the Investment Manager believes will lead to additional opportunities to finance claims, although it is not certain when the relevant provisions will be implemented. Current consultation material suggests that outside investment in UK law firms will not be possible until 2011 or 2012.

Other opportunities for investment by the Company are not connected to any particular jurisdiction. For example, the Investment Manager intends to examine investments in arbitrations that are pending in various arbitration forums in Europe and elsewhere under the auspices of international organisations, such as the London Court of International Arbitration and the International Chamber of Commerce.

Competition

A number of US companies already exist which purchase claims directly from individual plaintiffs in the US or provide loans to law firms secured by an interest in the law firm's portfolio of contingent fee cases or interests in a particular case. At the present time, there are over 30 businesses advertising their services in the litigation financing business in the US, Australia, the UK and Germany. The Investment Manager believes that a growing number of US companies have targeted investments in intellectual property claims and cases. The Investment Manager anticipates that the introduction of the UK Legal Services Act 2007 may lead to the development of a significant number of competitors in the litigation finance industry in the UK although it is uncertain when the relevant provisions will be implemented (current consultation

material suggests that outside investment in UK law firms will not be possible until 2011 or 2012).

3. Investment objective and policy

The Company intends to invest in a wide variety of arbitration and litigation claims. Initially, these investments are expected to be made predominantly in the US and in international arbitration cases through referrals from the Principals' established network of lawyers and law firms. The investment objective of the Company is to build a diversified portfolio of investments in claims and to provide Shareholders with an attractive level of dividends and capital growth through investing directly and indirectly in litgation and arbitration cases, claims and disputes.

The Company will seek to meet its investment and yield objectives through investing in large claims, typically where the total recoveries sought exceed $2,000,000. Except where specifically approved by the Board, no single investment of the Company will exceed $10,000,000. The Investment Manager believes that there will be sufficient flow of investment opportunities to fully deploy the net proceeds of the Placing between eighteen and twenty-four months from Admission although there is no obligation of the Company to invest the net proceeds within a certain time period. The Investment Manager anticipates that it will consider or examine several investment opportunities for every investment that is actually funded.

Investment opportunities will be selected using underwriting criteria which were originally established by the Principals. Further details of the underwriting model are set out in paragraph 5 of this Part 2. The Investment Manager will seek to achieve diversification of investments by industry, jurisdiction, claim size and expected time-to-return, although most investments will be long-term with an expected return within two to five years of investment.

Investments will be structured as loans when a direct investment by the Company is not possible because (for example) it is not clearly permitted for legal or ethical reasons, in instances where it is not practicable to get all plaintiffs individually to agree to a direct investment, or when the Investment Manager considers that better returns or results could be achieved if a Principal or partner of another law firm takes an active role in the management and strategy of a case under a co-counsel arrangement.

In the medium term, the Company intends to make direct and indirect investments outside the United States, where it has received a reasoned, written legal opinion that such investments are considered to be lawful and permitted under local laws and/or rules on professional ethics. As at the date of this document, the Company has not made (nor entered into any commitment to make) any direct or indirect investments.

Direct investments

The Company intends to make direct investment in a variety of different claims, including but not limited to the following:

- property damage, defaulted debt, breach of contract, insurance, antitrust, indemnification, subrogation, environmental liability, securities, expropriation and government taking, unregistered intellectual property and other business claims (''Business Claims'');
- claims and interests involving registered intellectual property (copyright, trademark and patent) (''Registered Intellectual Property Claims''); and
- claims in foreign (non-US) litigation and in arbitration matters.

Loans to FSUS and other law firms

The Company intends to use up to approximately 50 per cent. of the net proceeds of the Placing (after making the investment in the Investment Manager as described in this document) to make loans to FSUS and other law firms (which may include other firms established by the Principals), under the Facility or on substantially similar terms. The loans will not exceed $10 million for any one case (unless specifically approved by the Board) and will be used by the law firms to finance

legal fees and costs in connection with active participation in claims pending in the US and foreign courts and in pending arbitrations (through co-counsel agreements with other lawyers actively involved in pursuing those claims or other financing relationships). Those claims will be in a variety of different areas, including but not limited to the following: Business Claims, Registered Intellectual Property Claims, personal injury claims, wrongful death claims and claims in foreign (non-US) litigation and arbitration.

4. Investment Structures

Before making an investment, the Company intends to obtain a written reasoned opinion from an independent appropriately-qualified law firm to confirm (subject to customary exceptions) that the proposed investment will not contravene local laws or rules on professional ethics.

Direct investments

The Company will use a variety of structures developed by the Principals and the Investment Manager to enable the Company to make direct investments in litigation and arbitration claims. These structures will be carefully customised by the Investment Manager for each case opportunity in order to seek compliance with legal requirements and local rules on professional ethics as well as seeking to ensure the enforceability of the Company's direct investment contracts and collectability of the relevant share of the recoveries.

It is anticipated that typically the Company will pay money to the plaintiff(s) themselves, in connection with the purchase of a percentage of the case recovery. In some instances, the terms of the investment will require some or all of the claim purchase monies to be paid to the prosecuting lawyer to finance the case.

Loans to FSUS and other law firms

The Company will make non-recourse loans to a segregated collateral account of FSUS and other law firms to allow them to participate in contingent fee cases or other arrangements with lawyers and earn a portion of the contingent fees in the case. These indirect investments, if the case is successful, will result in FSUS or the relevant law firm earning a proportion of the contingent fee in a case. The fees earned will be used to repay the principal outstanding on the loans made by the Company to the relevant law firm together with interest thereon, and a facility fee. All loans to FSUS will be made through the Facility and loans to other law firms are expected to be made on terms substantially similar to the Facility. Further details of the Facility are set out in paragraph 5 of Part 3 of this document.

5. Investment Process

Marketing

The Investment Manager will seek to find opportunities to make investments either through the Company or through loans to FSUS or other law firms, using the Principals' network of relationships with businesses, litigation consultants and law firms. These relationships have been developed by the Principals' during the course of their extensive law practice in the US. Given the sensitivity of lawyers to litigation financing issues, the Investment Manager believes that these relationships are critical to finding appropriate investment opportunities for the Company. In addition, if considered permissible under local laws and rules on professional ethics, the Company may compensate third-party case finders with participation interests or referral fees in cases in which the Company invests. Before any such incentive payment is made, opinions from appropriately-qualified independent lawyers will be sought confirming that such payments are considered to be legal and ethical. It is anticipated that the incentives offered by the Company to referring lawyers (where appropriate) will result in a substantial flow of case opportunities. The Company does not plan to advertise its services on a retail basis. Initially, all marketing undertaken on behalf of the Company will be on a discrete, professional-referral basis only.

Overview of underwriting model

The Company will adopt criteria that must be satisfied before an investment can be made (whether directly or by way of loan to a law firm). These criteria will be regularly reviewed to ensure that appropriate risk-evaluation methods are in place. The underwriting process will include an evaluation of traditional litigation risk elements, such as liability, quantum and collection risks, the experience and track record of the lawyers prosecuting the claim, the financial strength of the lawyers prosecuting the claim, the likelihood of the target defendants to settle the claim, the likelihood of recovery of a judgment or settlement, and whether the claim is wholly or partially insured.

Case analysis models

Before investing in a case, the Investment Manager intends to use case analysis models to be developed by the Investment Manager. These will include case evaluation, underwriting, case tracking and risk diversification models and systems which will seek to analyse due diligence information, evaluate claim potential, peg optimal investment thresholds and case-type diversification, track case status and progress, and monitor investment yields for future application. These models are in the process of being written. Rights to these models will be owned exclusively by the Investment Manager.

Due diligence

Before investing in a claim, the Investment Manager will arrange for any necessary due diligence (such as key substantive legal issues) to be carried out by suitably qualified experts, which may include FSUS. However, the amount of due diligence which may be able to be undertaken, may be limited if it is considered to result in any waiver of attorney-client privilege.

Investment contracts

Before making an investment, the Company will obtain legal advice from a recognised independent third party law firm or legal expert that the proposed investment contract will be enforceable, subject to customary exceptions, and will not contravene any legal or ethical rules in the jurisdiction in which the case is being heard.

The Investment Manager intends that a typical investment contract for a cash purchase by the Company will include the following key terms:

- ▷ Duties to provide progress and case status updates, including:
  - whether the case has been dismissed, settled or otherwise disposed of;
  - material setbacks in the case that would affect investment value;
  - statement of prospects for case;
  - other key negative developments;
  - change in lawyers prosecuting or defending case;
  - change in material aspect of applicable law;
  - material change in circumstances of defendant that could affect liability or recovery (such as bankruptcy of defendant or plaintiff); and
  - scheduled trial date.
- ▷ Wherever possible, be subject to arbitration outside the US under the rules of a recognised arbitration body, such as the London Court of International Arbitration;
- ▷ Require litigation proceeds to be paid into an agreed dollar bank account;
- ▷ Contain certain indemnifications and releases; and
- ▷ Wherever possible, investments or loans will be in tranches, with payments to be released at certain identified stages in the case.

The Investment Manager intends that a typical Qualifying Agreement between FSUS or other law firm and an originating law firm under which a loan by the Company to the relevant law firm is deployed, will include the following relevant key terms:

- ▷ Definitive descriptions of the scope of work to be performed by FSUS or other law firm;
- ▷ Exclusion or limitations of liability for work performed by FSUS where possible;
- ▷ Wherever possible, be subject to arbitration outside the US under appropriate arbitration rules;
- ▷ Wherever possible, investments or loans will be in tranches, with payments to be released at certain identified stages in the case; and
- ▷ Wherever possible, certain rights in favour of the Company if the relevant law firm defaults under the loan agreement with the Company.

Monitoring investments

Except where permitted by local law and the applicable investment contracts, neither the Investment Manager nor the Company will actively advise on or be involved with the prosecution of a claim in which the Company has a direct investment. The lawyer advising the plaintiff will agree to update the Investment Manager on the progress of claims on a regular basis (subject to any ethical restriction in relation to attorney-client privilege). For legal, commercial and ethical reasons, the Company will not be able to publicly disclose full details of any update it receives and will not be able to disclose the parties involved or any further details that would allow the parties to the case to be identified.

In the case of investments made by way of loans to FSUS, it is intended that one or both Principals will be actively involved with the prosecution and/or management of the case on a joint basis with the originating law firm and, subject to ethical restrictions relating to attorney-client privilege, will update the Investment Manager on progress of a claim. In the case of loans to other law firms, a suitably qualified partner of such firm approved by the Investment Manager, will be actively involved in the prosecution and/or management of the case and will, to the extent permissible, keep the Investment Manager informed as to progress. The Investment Manager will then update the Board. Again, for legal, ethical and commercial reasons, the Company will not be permitted to publicly disclose full details of any update it receives and, if the Company is permitted to know their identities, will not be able to disclose the parties involved or any further details that would allow any of the parties involved in the case to be identified. However, the Company will ensure that it complies with its disclosure obligations under the AIM Rules for Companies.

6. Investment Restrictions

It is the Company's intention to use the net proceeds of the Placing to build a portfolio of investments in a diverse range of litigation and arbitration cases, claims and disputes. Unless the Board otherwise determines, prior to making any investment, the Investment Manager must obtain a reasoned legal opinion confirming (with customary exceptions) that the proposed investment is not considered to contravene any legal or ethical restriction or applicable law in the relevant jurisdiction. However, there will be no other geographical or sectoral restrictions upon the Company's investments.

Except where specifically approved by the Board, no single investment of the Company will exceed $10,000,000.

Where the Company purchases interests in a claim directly from the claim holder, the Company will acquire up to 50 per cent. of the plaintiff's recoveries. This percentage may be increased with approval of the Board of Directors. Where the Company's investments takes the form of a loan to FSUS or another law firm, the funds will be used by the law firm to earn a percentage of the contingent fee entitlement of the lawyers engaged in the particular case. It is expected that the participating law firm will earn up to 50 per cent. of the total contingent fee in any such case.

Any variation to the Company's investment objective and policy or restrictions will be made only following approval of the Board and subject to compliance with the AIM Rules for Companies.

7. Competitive strengths

The competition in the US and outside the US has been analysed by the Principals and their staff. The Principals believe most companies operating in litigation claim recovery focus on financial transactions with individual (as opposed to business) plaintiffs, seeking to purchase a share of the plaintiff's personal injury claim. Some also make loans to law firms secured by interests in contingent fees.

The Investment Manager believes it has the following strengths in relation to its competition:

- it plans to market principally to qualified lawyers;
- it will only undertake carefully screened investments;
- it has and will continue to develop and deploy case underwriting systems and techniques to reduce risk of loss and increase margins;
- the business will be operated as a closed-ended investment company with significant capital resources and rational diversification of the investment portfolio; and
- it intends to leverage the Principals' reputation among target law firms by bringing its case analysis techniques (including optimal case selection and case management processes) to those firms.

8. Board of Directors

The Board will consist of three (3) members, all of whom are non-executive and will be responsible for the Company's activities including the review of its investment activities and performance. The Directors are responsible for the determination of the Company's investment objective, policy restrictions and supervising and reviewing the activities of the Investment Manager.

The Board will be constituted as follows:

- ***Lord Dan Brennan, age 65 (Chairman)***

  Lord Daniel Brennan QC is a practising barrister who specialises in commercial law, international business issues, public and private international law, and international arbitration. During 1999, he was Chairman of the Bar of England and Wales, the organisation that represents 10,000 practising barristers, specialist advocates and advisers in litigation and in 2000, he was voted Barrister of the Year. In May 2000, the Queen, on the recommendation of the United Kingdom Government, appointed him a life peer and member of the House of Lords.

- ***John Kermit Birchfield, age 67***

  John Kermit Birchfield was admitted to the New York State Bar and the New York City Bar in 1972 and has over 35 years of experience in corporate finance, mergers and acquisitions, corporate litigation and other corporate matters. He spent the first 12 years of his career with two Wall Street law firms. For five years in the 1980s he held the position of Senior Vice President Legal and Governmental Affairs and General Counsel at Georgia-Pacific Corporation (at that time, a company listed on the New York Stock Exchange) and in the 1990s, he spent five years as Senior Vice President Legal, Secretary and General Counsel at M/A-Com, Inc. (also then listed on the New York Stock Exchange). Since that time, he has served on the board of a number of US companies including Displaytech Inc and HPSC Inc. He is currently Chairman of Massachusetts Financial Services Compass Group of Mutual Funds, which has approximately $10 billion in assets.

- ***Richard Battey, age 55***

  Mr. Richard Battey is a non-executive director of a number of companies including closed-end investment funds and a private equity administrator. After qualifying with Baker Sutton & Co., Chartered Accountants, in London in 1977 he worked for the Schroder Group, initially in internal audit and as Financial Accountant for J. Henry Schroder Wagg & Co. Ltd and then in Schroder Investment Management in London until 1994. Mr Battey was a director of Schroders (C.I.) Limited in Guernsey from April 1994 to December 2004 where he served as Finance Director and Chief Operating Officer. He remains a non-executive director of Schroder Administrative Services (C.I.) Limited. From May 2005 to July 2006 he was Chief Financial Officer of CanArgo Energy Corporation and until end October 2006 as an adviser on the preparations for the spin-out of its subsidiary, Tethys Petroleum Limited. He is also a director of the Investment Manager.

Lord Brennan has been granted options over Ordinary Shares, subject to Admission, at an aggregate exercise price of £400,000. The number of Ordinary Shares under option is calculated by reference to a formula. Further details of this option are set out in paragraph 6 of Part 7 of this document.

9. Corporate governance

There is no applicable regime of corporate governance to which directors of a Guernsey company must adhere over and above the general common law fiduciary duties and duties of care, diligence and skill imposed on such directors and certain limited statutory duties applicable to directors under Guernsey law. The Directors, however, support high standards of corporate governance and confirm that, following Admission, they intend to comply, so far as is practicable given the Company's size and nature of business, with the provisions of the Combined Code. The Board will hold at least four Board meetings throughout the year, but in the initial start-up phase, Board meetings may be held more often.

Since all of the Directors are non-executive and independent of the Principals, the Board does not consider it necessary to establish remuneration, nomination and investment committees. The Board as a whole will monitor the performance and remuneration of the Investment Manager and the performance and remuneration of the Board and plans for succession of the Board. Likewise, the Board is satisfied that the functions usually carried out by an audit committee can be properly fulfilled by the Board as a whole. Therefore, no audit committee will be appointed and the Board as a whole will be responsible for reviewing and monitoring internal financial control systems and risk management systems on which the Company is reliant, considering annual and interim accounts and audit reports, considering the appointment and remuneration of the Company's auditors and monitoring and reviewing annually their independence, objectivity, effectiveness and qualifications.

The Board will receive from the Administrator and the Investment Manager details of the Company's investment portfolio, investment proposals and other relevant information in advance of Board meetings.

The Company has adopted a share dealing code for the Directors and the Principals which it considers appropriate for a company whose shares are admitted to trading on AIM.

10. Dividend policy

Except in connection with the winding up of the Company, the Company is prevented under the Management Agreement from making a distribution to Shareholders where such distribution would result in the Net Asset Value falling below £80 million. Subject to this restriction it is anticipated that the Company will distribute to Shareholders biannually any profits generated from its investments.

11. Repurchases of Ordinary Shares

Conditional upon Admission, the Company has been granted authority to make market purchases of up to 14.99 per cent. of its own issued Ordinary Shares following the conclusion of the Placing. This authority will expire on the earlier of 18 months from the date of grant of the authority and the conclusion of the first annual general meeting of the Company. A renewal of the authority to make purchases of Ordinary Shares will be sought from Shareholders at each annual general meeting of the Company. The timing of any purchases will be decided by the Board.

Purchases will only be made pursuant to this authority through the market for cash at prices below the prevailing Net Asset Value per Ordinary Share where the Directors believe such purchases will result in an increase in the Net Asset Value per Ordinary Share of the remaining Ordinary Shares and to assist in narrowing any discount to Net Asset Value per Ordinary Share at which the Ordinary Shares may trade. Such purchases will only be made at a price not higher than 10 per cent. above the average of the mid-market values of the Ordinary Shares for the five business days before the purchase is made, and in accordance with the Law and the Guernsey Companies (Purchase of Own Shares) Ordinance, 1998 (as amended).

Following the date on which the proceeds of the Placing are fully invested, in the event that the mid-market price of the Ordinary Shares is persistently trading at a discount to the latest Net Asset Value per Ordinary Share, which discount is greater than 15 per cent., the Directors will, subject to Guernsey law and any suitable waiver from the Panel on Takeovers and Mergers (for the purposes of rule 9 of the City Code on Takeovers and Mergers) being obtained (if applicable), exercise the Company's powers to purchase Ordinary Shares with a view to narrowing such discount.

12. Further issues of Ordinary Shares

The Directors will have authority to allot Ordinary Shares following Admission on a non-pre-emptive basis provided that the allotment price per Ordinary Share is not less than the prevailing Net Asset Value per Ordinary Share, Shareholders otherwise specifically approve such an allotment by way of a special resolution of the Company or in certain other circumstances as further described in paragraph 3(f) of Part 7 of this document.

13. Life of the Company

The Company does not have a fixed life. However, shortly before the sixth anniversary of Admission, and every three years thereafter the Board will convene a Shareholders' meeting at which a special resolution to wind up the Company will be proposed.

14. Borrowing powers

The Directors may exercise the powers of the Company to borrow money and to give security over its assets.

The Company may borrow funds secured on its investments if the Board (with the advice of the Investment Manager) considers that satisfactory opportunities for investment arise at a time when the Company is close to being fully invested. In any event, no new borrowings will be incurred if total borrowings would then exceed 50 per cent. of the value of the Company's last announced Net Asset Value at the time of draw down.

15. Currency issues and cash investments

The Directors anticipate that initially, the majority of the Company's investments will be made in instruments denominated in US dollars and therefore the majority of its revenues will also be in dollars. Accordingly, the Company will convert some or all of the sterling proceeds of the Placing into dollars after Admission as required by its investment programme or acquire instruments to hedge fluctuations in the sterling-dollar exchange rate. Any dividends or other distributions made to Shareholders will be paid in sterling unless a Shareholder elects via CREST, at its own cost, to receive dividends in another currency. All reporting by the Company

in terms of its NAV announcements, interim and audited accounts will be in dollars. The base currency of the Company for accounting purposes will be dollars.

Any cash held by the Company may be held on deposit or invested in money-market funds or other near-cash investments. Cash pending investment, reinvestment or distribution will be placed in dollar or pound sterling bank deposits, bonds or treasury securities, for the purpose of protecting the capital value of the Company's cash assets. In order to hedge against interest rate risks or currency risk, the Company may enter into forward interest rate agreements, forward currency agreements, interest rate and bond futures contracts and interest rate swaps and purchase and write (sell) put or call options on interest rates and put or call options on futures on interest rates. The Company does not intend to have any significant exposure to margin positions.

PART 3

MANAGEMENT, STRUCTURE AND ADMINISTRATION

1. Investment Manager

The Company will be managed by Juridica Management Limited, a new management company based in Guernsey. The Principals, who are the senior management of the Investment Manager and partners in FSUS, will select and appropriately structure investments for the Company on the basis of case analysis systems and standards being developed by the Investment Manager. Following Admission the owners of the Investment Manager will initially be the Company as to 15 per cent. and related family trusts of the Principals as to the remainder. Further shares of the Investment Manager may be issued to other employees of the Investment Manager. The Investment Manager will earn operating revenues from the Company in the form of management fees and performance fees under the Management Agreement.

The Company will acquire its 15 per cent. shareholding in the Investment Manager following Admission for £1.5 million which will be funded out of the net proceeds of the Placing. The Company will be party to a shareholders agreement with the other shareholders of the Investment Manager which is further described at paragraph 11(f) of Part 7 of this document. Following Admission the Investment Manager will acquire 1,500,000 Ordinary Shares in the Company for £1.5 million in cash.

2. FSUS

Fields & Scrantom PLLC is a District of Columbia professional limited liability company owned by the Principals. The principal office of FSUS is in Washington, DC.

FSUS has been formed to provide legal and law consultative services. FSUS will provide professional services to the Investment Manager to assist it with the evaluation and maintenance of investments in US claims. The Principals will be subject to professional ethics rules in the jurisdictions where they are qualified or licensed to practice law. The Principals may establish other legal service entities or law firms in connection with the expansion of the Company's investments into other markets, such as the United Kingdom, through similar arrangements to those between FSUS, the Company and the Investment Manager.

3. Principals

The Principals are as follows:

Richard W. Fields has been a partner in several major US law firms practicing as a plaintiff's lawyer in the areas of complex litigation and dispute resolution. He focuses his practice on insurance coverage issues, complex business dispute resolution, and human rights issues. Over the course of his career, Mr. Fields has recovered several billion dollars for numerous *Fortune* 500 clients whose insurance claims have been disputed by insurers. His international insurance coverage practice spans a wide range of subject matters such as products liability, professional indemnity, environmental, asbestos, and directors' and officers' insurance. His practice includes state and federal court litigation, international arbitration, and alternative dispute resolution. In the insurance coverage area, Mr. Fields has represented many major oil, gas and electric companies and major manufacturers, among others. He is admitted to practice in New York and the District of Columbia. He graduated from Indiana University, B.A., 1977, with High Distinction, and from Indiana University School of Law, J.D., 1982, *summa cum laude.*

Timothy D. Scrantom is an American lawyer and an English barrister-at-law (Gray's Inn)(currently non-practising). A significant portion of his practice currently centres on disputes, audits and investigations in international finance. He also acts as a strategic consultant on legal issues in complex multi-jurisdiction litigation and business migrations. He received a juris doctor (*cum laude*) from the University of Georgia (1983) and an LL.M. in International Business Law from the London School of Economics (1984). In the United States, he is admitted to practice in the District of Columbia, Georgia and South Carolina. He is also a barrister before the courts of the Eastern Caribbean States.

The Principals will at Admission each be issued 50,000 Ordinary Shares each to compensate them for certain pre-IPO expenses.

4. Management Agreement and Key Men Undertaking

General Terms

The initial term of the Management Agreement will be six years and it will be renewable for additional three year periods unless terminated on not less than six months' prior notice at the end of the initial six year term (or subsequently).

Management fees

The Investment Manager is entitled to an annual management fee from the Company at the rate of 2.5 per cent. per annum of the Adjusted Net Asset Value of the Company at the relevant year end. An estimated fee will be calculated at the start of the relevant period based on the budgeted Adjusted Net Asset Value for that period and paid quarterly in advance. There will then be an adjustment at the relevant year end. The first quarterly fee, which will be payable on Admission for the period from Admission to 31 March 2008, and the quarterly payments in 2008 will be based on the Initial Net Asset Value and will not be subject to adjustment.

The management fee payable for any relevant financial period will be reduced by any amounts paid to FSUS by the Company during the same period for legal services or reimbursement of FSUS costs.

Performance fees

In addition, the Investment Manager will be entitled to an annual performance fee, based on the Adjusted Net Asset Value of the Company for the relevant year end, to the extent that one or more of the performance hurdle tests are met. The performance fee will equal 20 per cent. of the annualised increase in Adjusted Net Asset Value of the Company over a hurdle of 8 per cent. (the ''Lower Hurdle''), 35 per cent. of the increase over a hurdle of 20 per cent. and 50 per cent. of the increase over a hurdle of 40 per cent. These fees will be subject to the condition that no performance fee will be paid if the Adjusted Net Asset Value of the Company does not exceed the Adjusted Net Asset Value at the end of the previous year in which the performance fee was paid, a ''high water'' mark.

50 per cent. of the performance fee earned in any financial period will be paid to the Investment Manager in cash following calculation of the performance fee for the relevant period. The Company will transfer the remaining 50 per cent. of the performance fee to a trust account, which shall be interest-bearing. To the extent the second 50 per cent. of the performance fee is not clawed back by the Company (as described below), it will, upon the release of the monies from the trust account, be used to subscribe for new Ordinary Shares at a price equal to the Net Asset Value per Ordinary Share as at the end of the accounting period to which the relevant performance fee relates. The Company has also agreed to pay by way of additional performance fee to the Investment Manager an amount equal to the net dividend which would have been paid on the new Ordinary Shares to be subscribed for out of the monies in the trust account (assuming no clawback by the Company), such payments to be made at the same time as the relevant dividends are paid by the Company.

If, at any given year end, either the annualised increase in the Adjusted Net Asset Value is less than 8 per cent. or the Adjusted Net Asset Value for that year end is lower than the relevant ''high water'' mark, the Company is entitled to clawback performance fees from the trust account equal to 20 per cent. of the higher of the difference between the actual Adjusted Net Asset Value and (i) the relevant Lower Hurdle and (ii) the relevant ''high water'' mark (if applicable).

In the event there is a clawback payment to the Company out of the trust account the ''last in, first out'' asset-management method will be utilised such that the last performance fee paid into the trust account will be the first amount paid out of the trust account to the Company pursuant to the clawback arrangements.

For the year ending 31 December 2011 and subsequent years, the relevant monies in the trust account (to the extent not clawed back and subject to retention of 50 per cent. of any performance fee in respect of that year) shall be used to subscribe for new Ordinary Shares at the relevant subscription price(s), which shall be issued to the Investment Manager. At the same time all interest accrued on the trust account (less any tax required to be deducted by law) shall be paid to the Investment Manager.

The trust account is not an asset of the Company and will not be included in the calculation of the Net Asset Value for any relevant period.

In the event that the issue of Ordinary Shares in payment of a performance fee would result in the Investment Manager (and any of its concert parties) owning 30 per cent. or more of the Company's issued share capital, the performance fee will instead be paid to the Investment Manager in cash.

Restrictive Covenants

While the Management Agreement is in effect, it will restrict the Investment Manager from undertaking other investment management or advisory services for any person investing in, or intending to invest in, any litigation funding activities.

Under the Key Men Undertaking, each of the Principals is also restricted from providing such services other than to the Company while the Management Agreement is in effect. However, the Principals are not restricted from performing tasks as provided under the Management Agreement and the Facility or working for FSUS or any other law firm established by the Principals in the private practice of law provided the Principals will have an overriding duty to the Company under the Key Men Undertaking to devote such time to the Investment Manager as is required to ensure the proper performance of the services of the Investment Manager under the Management Agreement.

Further details of the Management Agreement and the Key Men Undertaking are set out in paragraphs 11(b) and 11(e) of Part 7 of this document respectively.

5. The Facility

The Company has agreed to make loans to FSUS under the Facility to be used by FSUS for funding cases in which FSUS is to act under a Qualifying Agreement. The Company expects to enter into loan arrangements with other law firms (which may include other law firms established by the Principals) on terms and conditions similar to those contained in the Facility documents.

The Facility available to FSUS will be for up to approximately 50 per cent. of the net proceeds of the Placing (following the Company's initial investment in the Investment Manager as described in this document) less any loans made to other law firms. The Facility will remain outstanding and available until the earlier of (i) termination of the Management Agreement, (ii) the date on which the Principals cease to own a controlling interest in FSUS, (iii) the winding up of the Company, (iv) an event of default under the Facility documents, or (v) ten years from Admission. Under the Facility, drawdowns may be requested by FSUS from time to time up to

the maximum principal amount, but subject always to approval by the Company in its sole discretion. No more than $10 million may be drawn down in respect of the same case investment (unless the Board otherwise agrees). The Facility documents contain limitations on the use of the proceeds and conditions to deployment of the Facility funds.

All net proceeds from Qualifying Agreements entered into by FSUS in connection with loans made to it by the Company will be paid by FSUS into a segregated bank account and will first be applied to repay any default or accrued interest on any such loans outstanding between FSUS and the Company, second to repay the principal amounts of all loans outstanding between FSUS and the Company, third to pay agreed fees and costs to FSUS and fourth to pay an annual facility fee to the Company. There is no obligation on the Borrower to gross up witholding taxes on payments due to the Company under the facility. Interest, principal and facility fees are only payable under the Facility to the extent that the relevant Qualifying Agreements generate revenues.

The Facility provides for a fixed interest rate of 25 per cent. per annum on amounts borrowed payable in arrear and accruing on a quarterly basis.

The annual facility fee due to the Company will be agreed between the Company and FSUS on an annual basis and if the parties cannot agree the facility fee will be 20 per cent. of the amounts borrowed.

As security for the Facility, the Company will have a registered lien on the assets of FSUS, including revenues under Qualifying Agreements, to the extent permissible under applicable professional ethics rules.

In the event of a default by FSUS under the Facility, the Company may terminate the Facility and any future liabilities or obligations thereunder. Subject to professional ethics rules and, in certain cases, consent from the counterparty to the relevant Qualifying Agreement, the Company may have the ability to exercise certain rights in relation to Qualifying Agreements outstanding at the time of termination. On termination, FSUS must also assign its rights to receive future income from remaining Qualifying Agreements to the Company. The Facility documents do not provide further recourse to the other assets of FSUS or the Principals, and there are ethical limitations on the realisation of the security provided to the Company under the Facility.

6. Annual running expenses

Formation and Initial Expenses

The formation and initial expenses of the Company are those that are necessary for the incorporation and organisation of the Company and in order to effect the Placing. Such expenses include fees and commissions payable to Cenkos Securities, the Registrar's fees, Admission fees, printing, advertising and distribution costs, legal and accounting fees, the fees of the GFSC and other related expenses. These expenses will be met by the Company out of the Placing proceeds and will be paid on or around Admission. The Directors do not anticipate that incorporation and initial expenses will exceed £4 million, being 5 per cent. of the Market Capitalisation of the Company at the Placing Price (including 1,500,000 Ordinary Shares to be acquired by the Investment Manager and 100,000 Ordinary Shares to be acquired by the Principals, at or following Admission).

Ongoing and Annual Expenses

The Company will also incur ongoing annual expenses. These expenses will include, *inter alia*, the fees payable to the Investment Manager, the Administrator, the Registrar and the Directors. The Chairman, Richard Batty and Kermit Birchfield will initially be paid fees of £100,000, £60,000 and £50,000 per annum respectively (plus reimbursement for out-of-pocket expenses). Other ongoing operational expenses of the Company include, *inter alia*, interest payments, bank fees, regulatory fees, legal fees, audit fees, referral fees and other applicable expenses. The total expenses of the Company for the period ending 31 December 2008 (excluding the formation and

initial expenses of the Company) are not expected to exceed 3.75 per cent. of the Company's NAV immediately following the Placing.

7. Conflicts management

The Investment Manager is subject to various potential conflicts of interest arising out of the relationship of the Principals to both the Investment Manager and FSUS.

The Company depends on the Principals for the day-to-day operation of the Investment Manager. Mr. Fields will be the chairman of the board and managing director of the Investment Manager and will devote the majority of his professional time to the duties of the Investment Manager. He will also be a partner and owner of FSUS and will perform services for it in connection with Qualifying Agreements under which the Company's capital is deployed as well as other matters relating to the practice of law. Mr. Scrantom will be the managing partner of FSUS and will also devote so much of his professional time to the business of the Investment Manager as, in the judgment of the Principals, is reasonably required. Mr. Scrantom will also remain involved in other matters relating to the practice of law. Mr Fields and Mr. Scrantom may be paid fees to advise certain other law clients. As a result of these other activities, Mr. Scrantom and Mr. Fields may have time conflicts in allocating management time, services and functions among the Company, FSUS and other business ventures. Both Principals have agreed by contract not to compete with the business of the Company or the Investment Manager and not to usurp opportunities in which the Company is or could be interested (unless, in certain circumstances, the Board otherwise agrees).

8. Administration, secretarial and registrar arrangements

The Administrator has been appointed to provide day to day administration and secretarial services to the Company as set out in the Administration Agreement. The Administrator is licensed to provide administrative and other services to collective investment schemes by the GFSC. In consideration for its services, and in addition to set-up fees of £40,000, the Administrator will receive an annual administration fee of 0.15 per cent. of the Company's NAV subject to an annual minimum of £120,000. The Administration Agreement is terminable by either party on not less than three months' notice in writing and in certain other circumstances, including material breach of the terms of the agreement by either party.

The Registrar has been appointed to provide electronic registration and settlement services through CREST to the Company as set out in the Registrar Agreement. In consideration for its services, the Registrar will be paid a fee, based upon the number of account holders, of not less than £5,000 per annum for maintaining the share register together with a deal fee for each Shareholder transaction. The Registrar is part of the Capita Group Plc.

Further details of the Administration Agreement and the Registrars Agreement are set out in paragraphs 11(c) and 11(k) of Part 7 of this document.

9. Report and Accounts and Accounting Policies

The Company has only recently been incorporated and consequently it has not published any financial information. An Accountant's Report on the Company is set out in Part 5 of this document together with a summary of material accounting policies adopted by the Company.

The Company's annual report and accounts will be prepared up to 31 December each year starting with the financial year ending on 31 December 2008 and it is expected that copies will be sent to Shareholders no later than the following 30 April. The annual report and accounts will also be made available on the Company's website. The Company's financial statements will be prepared in accordance with IFRS and reported in dollars.

10. Taxation

The Company has tax exempt status in Guernsey for 2007 pursuant to the Income Tax (Exempt Bodies) (Guernsey) Ordinance 1989 and will apply for such status annually thereafter. Under

current legislation Guernsey does not levy taxes upon capital inheritances, capital gains (with the exception of a dwellings profit tax), gifts, sales or turnover. No stamp duty is chargeable in Guernsey on the issue, transfer, switching or redemption of shares in a Guernsey company. The Directors will seek to conduct the affairs of the Company so that it should not become resident for tax purposes in any other jurisdiction.

The Directors will seek to minimise taxation and to this end the Board will take appropriate tax advice prior to any investment. However, the income and capital gains of the Company are likely to be subject to significant taxation at source. In particular, certain earnings and profits of the Company sourced in the US are likely to be subject to income tax and withholding tax in the US, which the Company will not be able to reclaim.

Further summary information concerning the tax status of the Company and the taxation treatment of Shareholders resident in the UK or Guernsey is contained in Part 6 of this document.

Investors should seek advice from an independent professional adviser if they are in any doubt about the taxation consequences of acquiring, holding or disposing of Ordinary Shares or the impact on Ordinary Share valuation should the earnings or profits of the Company be subject to tax at source.

PART 4

DETAILS OF THE PLACING, LOCK-IN ARRANGEMENTS, ADMISSION AND RELATED MATTERS

1. The Placing and use of Proceeds

The Placing Shares have been conditionally placed at the Placing Price with certain institutional investors, subject, *inter alia*, to the Placing Agreement becoming unconditional.

The Placing is conditional, *inter alia*, on (i) Admission having become effective on or before 8.30 a.m. on 21 December 2007 or such later time and/or date as the Company, the Investment Manager and Cenkos Securities may agree (being not later than 3.00 p.m. on 31 December 2007); and (ii) the Placing Agreement becoming unconditional in all respects and not having been terminated in accordance with its terms prior to Admission. The Placing has not been underwritten.

The Placing is intended to raise £78.4 million before expenses. The expenses of the Placing are estimated to amount to £4 million. In the absence of unforeseen circumstances, the Investment Manager anticipates that the net proceeds of the Placing should be fully invested (or committed to be invested) within 18 to 24 months of Admission. However, there is no fixed period within which the Company is required to make an investment or return funds to Shareholders.

£1.5 million of the net proceeds of the Placing will be used to acquire a 15 per cent. shareholding in the Investment Manager. The remainder of the funds will be used to implement, and will be applied in accordance with, the investment policy of the Company and for general working capital purposes. The Company may also use net proceeds to acquire further shares in the Investment Manager. Any cash held by the Company may be held on deposit or invested in money-market funds or other near-cash investments.

The Investment Manager has agreed to acquire 1,500,000 Ordinary Shares at the Placing Price out of the subscription proceeds received by the Investment Manager in connection with the Company's acquisition of a 15 per cent. shareholding in the Investment Manager.

The Ordinary Shares have not been registered under the Securities Act and may not be offered or sold in the United States or to US persons (within the meaning of the regulations made under the Securities Act) unless the Ordinary Shares are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available.

Under the Placing Agreement, Cenkos Securities will receive (excluding VAT) a commission of 3 per cent. on the value at the Placing Price of the Ordinary Shares in issue following Admission. It will also receive a corporate finance fee of £500,000 (exclusive of VAT). In addition the Company has issued to Cenkos Securities a 5 year warrant to subscribe for 800,000 Ordinary Shares at 130p per Ordinary Share, the exercise of which is conditional on Admission occurring before 31 December 2007. Further details regarding the Placing Agreement and Cenkos Securities Warrant are set out in paragraphs 10 and 11(j) of Part 7 of this document.

2. Lock-in Arrangements

Under the Placing Agreement, the Investment Manager and the Principals have agreed (subject to certain limited exceptions) not to dispose of any Ordinary Shares in which they are interested following Admission, for a period of one year from the date of Admission.

3. Admission, dealings and CREST

Application has been made to the London Stock Exchange for all of the issued and to be issued Ordinary Shares to be admitted to trading on AIM. Admission is expected to take place and dealings in the Ordinary Shares are expected to commence on AIM at 8.00 a.m. on 21 December 2007. All such Ordinary Shares will, when issued, be in registered form. The Registrar will be responsible for the maintenance of the request of Shareholders.

It is expected that definitive share certificates will be despatched by first class post to those Shareholders whose entitlements are to be dealt with outside CREST at the risk of the person entitled thereto on 4 January 2008 or as soon thereafter as is practicable and that the CREST accounts in respect of those Shareholders who have requested that their entitlements are dealt with inside CREST will be credited on 21 December 2007. Pending the despatch of share certificates, transfers will be certified against the register of members of the Company.

4. CREST

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. Upon Admission, the Articles will permit the holding of Shares under the CREST system. The Company has applied for the Ordinary Shares to be admitted to CREST with effect from Admission. Accordingly, settlement of transactions in the Ordinary Shares following Admission may take place within the CREST system if any Shareholder so wishes. CREST is a voluntary system and holders of Ordinary Shares who wish to receive and retain share certificates will be able to do so. An investor applying for Ordinary Shares under the Placing may, however, elect to receive Ordinary Shares in uncertificated form if such investor is a system-member (as defined in the CREST Regulations) in relation to CREST.

PART 5

FINANCIAL INFORMATION ON THE COMPANY

A. Accountants report to the Directors and Nominated Adviser of Juridica Investments Limited

PricewaterhouseCoopers CI LLP
PO Box 321
National Westminster House
Le Truchot, St Peter Port
Guernsey GY1 4ND
Channel Islands
www.pwc.com

The Directors
Juridica Investments Limited
Bordeaux Court
Les Echelons
St. Peter Port
GY1 6AW

Cenkos Securities plc
6.7.8 Tokenhouse Yard
London
EC2R 7AS

17 December 2007

Dear Sirs

We report on the financial information set out in Section B of Part 5 of the admission document, dated 17 December 2007 (the ''**Document**''), of Juridica Investments Limited (the ''**Company**''), which has been prepared on the basis of the accounting policies set out in Section B. This report is required by Schedule Two of the AIM rules for Companies published by the London Stock Exchange plc (the ''**AIM Rules**'') and is given for the purpose of complying with that Schedule and for no other purpose.

Responsibilities

As described below the Directors of the Company are responsible for preparing the financial information in accordance with International Financial Reporting Standards as adopted by the European Union.

It is our responsibility to form an opinion on the financial information as to whether the financial information gives a true and fair view, for the purposes of the Document and to report our opinion to you.

PricewaterhouseCoopers CI LLP, a limited liability partnership registered in England with registered number OC309347, provides assurance, advisory, and tax services.
The registered office is 1 Embankment Place, London WC2N 6RH and its principal place of business is Twenty Two Colomberie, St. Helier, Jersey JE1 4XA.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and for any responsibility arising under paragraph (a) of Schedule Two of the AIM Rules 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, required by and given solely for the purposes of complying with Schedule Two to the AIM Rules consenting to its inclusion in the Document.

Basis of opinion

We conducted our work in accordance with the 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 significant estimates and judgments made by those responsible for the preparation of the financial information and whether the accounting policies are appropriate to the Company'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 Document a true and fair view of the state of affairs of the Company as at the date stated in accordance with International Financial Reporting Standards as adopted by the European Union.

Declaration

For the purposes of Paragraph (a) of Schedule Two of the AIM Rules we are responsible for this report as part of the 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 Document in compliance with Schedule Two of the AIM Rules.

PricewaterhouseCoopers CI LLP
Chartered Accountants

B. Financial Information on the Company

Juridica Investments Limited

Statement of Net Assets

17 December 2007

	US$
Assets	
Cash and cash equivalents	4
Shareholders' Funds	
Share premium	4

Accounting Policies

1. Basis of Preparation

The financial statements have been prepared in accordance with and comply with International Financial Reporting Standards as adopted in the European Union (''IFRS''). The financial statements have been prepared under the historical cost convention as modified by the revaluation of certain financial assets and financial liabilities.

2. Investments in Claims

Unless otherwise determined by the Company, investments in claims will be categorised as available for sale debt instruments. The investments in claims will initially be measured as the cash sum provided to acquire an interest in a plaintiff's claim or as the cash advanced to law firms under loan agreements (''Qualifying Agreements'').

Interest on performing investments in claims will be recognised using the effective rate method as explained in Note 5 below. No interest will be recognised on non-performing investments in claims.

Subsequent measurement of investments in claims will be at fair value utilising a fair value model developed by the Investment Manager. The principal assumptions to be used in the fair value model are as follows:

- Risk free rate of loan interest;
- Duration of each investment in a claim;
- Best estimate of anticipated outcome; and
- Effective interest rate on nominal value of each investment in a claim.

Movements in fair value arising from changes in assumptions related to each legal claim will be taken to the Profit and Loss account. Movement in market based assumptions, due to market, credit and interest risk, will be taken directly to equity and only recognised in the Profit and Loss account on finalisation of the claim.

Fair value will be reviewed quarterly on an individual investment basis. Events that will trigger changes to the fair value of each investment in a claim includes the following;

- Changes in general US dollar interest rate assumptions (market assumption);
- Successful judgement of a claim in which the Company has an investment;
- Unsuccessful judgement of a claim in which the Company has an investment;
- Outstanding appeals against both successful and unsuccessful judgements;

- An investment in a claim is to be sold at a discount or to be settled out of Court by a binding agreement;
- Legal impediments to collectibility of claims (in the US Chapter 7 Bankruptcy or Chapter 11 Court Protection from Creditors); and
- An investment in a claim's case is dismissed with prejudice (meaning, it can never be re-filed anywhere).

Regular purchases and sales of available for sale debt instruments are recognised on the trade date, being the date on which the Company commits to purchase or sell the asset.

3. Investment in Juridica Management Limited

The 15 per cent investment will initially be valued at cost with an impairment review being performed immediately after listing. The investment will be subsequently measured at fair value. As part of the fair value review an impairment review will be carried out on an annual basis

4. Translation of Foreign Currencies

All books and records of the Company will be maintained in US dollars. Foreign currency transactions are translated into the functional currency (US dollars) using the exchange rates prevailing at the date of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the Profit and Loss Account.

The functional currency of the Company is the US dollar reflecting the primary economic environment in which the Company operates.

The presentation currency for financial reporting purposes is US dollars.

5. Derivative Financial Instruments

Derivatives may include futures and options and are recognised at fair value on the date at which the contract is entered into and subsequently re-measured at their fair value. Fair values are obtained from quoted market prices in active markets. All derivatives are carried as assets when fair value is positive and liabilities when fair value is negative, except for options, details of which are included under note 13.

The best evidence of the fair value of a derivative at initial recognition is the transaction price (i.e. the fair value of the consideration received or paid). Subsequent changes in the fair value of any derivative instruments are recognised immediately in the Profit and Loss Account.

6. Interest Income

Interest income for all performing available for sale debt instruments is recognised in the Profit and Loss Account on an accruals basis, using the effective interest method.

The effective interest method is a method of calculating the amortised cost of a financial asset or liability and of allocating the interest income or interest expense over the relevant period. In the case of investments in claims this rate is the rate which takes the contract's initial value to the expected payout over the expected duration of the claim. The application of the method has the effect of recognising income (and expense) receivable (or payable) on the instrument evenly in proportion to the amount outstanding over the period to maturity or repayment.

In calculating effective interest, the Company estimates cash flows (using projections based on Litigation experience) considering all contractual terms of the financial instrument and the likely outcome of the case.

7. Cash and Cash Equivalents

Cash and cash equivalents comprise cash balances and deposits held at banks with a maturity profile of 3 months or less.

8. Taxation

The Company qualifies for exemption from income tax in Guernsey under the Income Tax (Exempt Bodies) (Guernsey) Ordinance, 1989 ("the Ordinance"). Exemption has to be applied for annually and is granted subject to the payment of an annual fee, currently fixed at £600, provided the States of Guernsey Income Tax Authority is satisfied that the Company complies and will continue to comply with the provisions of the Ordinance. The Company has been granted exemption for the current period and it is the intention of the Administrator to conduct the affairs of the Company so as to ensure that it continues to qualify for exemption.

To the extent that any foreign withholding taxes or any form of profits taxes become payable, these will be accrued on the basis of the event that created the liability to taxation.

9. Use of Accounting Estimates

The preparation of the financial statements in conformity with IFRS requires the use of accounting estimates and exercise of judgement by management while applying the Company's accounting policies. These estimates are based on management's best knowledge of the events that existed at the balance sheet date; however the actual results may differ from these estimates.

10. Expenses

Expenses are accounted for on an accruals basis. Expenses for monitoring claims will generally be paid by the Investment Manager.

11. Dividends

Dividends paid during the period will be disclosed in equity. Final dividends proposed by the Board and approved by the Shareholders prior to the period end will be disclosed as a liability. Dividends proposed but not approved will be disclosed in the notes.

12. Financial instruments

Market risk/liquidity risk

Apart from investments in claims (see note 2 above) there are no financial assets or liabilities held which presently give rise to market risk. The Company is exposed to liquidity risk. These investments are acquisitions of claims and interests in claims, as well as loans to lawyers to fund participation in claims on a contingency fee basis, and therefore require significant capital contributions with little or no immediate return and no guarantee of return or repayment. The market for such investments is limited with cash realisation of capital in the long-term.

Credit risk

The Company is exposed to credit risk under loans to law firms (see note 2 above). These loans are expected to be without recourse to the borrower and are payable only out of successful case investments. Should these litigations fail, there is a risk of loss of investment cost.

The Company is also exposed to material credit risk in respect of the Investments and Cash and Cash Equivalents. The credit risk of the Cash and Cash Equivalents is mitigated as all Cash is placed with reputable banking institutions with a sound credit rating. The maximum credit risk exposure represented by Cash, Cash Equivalents and Investments is as stated on the Statement of Net Assets.

Currency risk

The Company may hold assets denominated in currencies other than US dollars, the functional currency. It is therefore exposed to currency risk, as values of the assets denominated in other currencies will fluctuate due to changes in exchange rates. The Company may hedge future investment opportunities in the functional currency.

Fair values

The financial assets and liabilities including investments in claims and loans to law firms, are stated at fair value (see note 2 above).

13. Share Capital and Share Premium

Shares are classified as equity where there is no obligation to transfer cash and other assets.

	2007
Authorised share capital	
Unlimited number of ordinary Shares of no par value	
Share premium	4

The Company's Capital is represented by Ordinary Shares of no par value and share premium. Each share carries one vote and is entitled to dividends when declared. The Company has no restrictions or specific capital requirements on the issue and re-purchase of Ordinary Shares. The relevant movements on capital are shown on the statement of changes in equity.

14. Share-based payments to directors and to Cenkos Securities plc.

The Company engages in equity settled share-based payment transactions in respect of the services received from certain of its directors and from Cenkos Securities plc as set out in the Admission Document. The fair value of the services received is measured by reference to the fair value of the shares or share options granted on the date of the grant. The fair value of share options granted is recognised in the income statement over the period that the services are received, which is the vesting period. The fair value of the options granted is determined using the Black-Scholes option pricing model, which takes into account the exercise price of the option, the current share price, the risk free interest rate, the expected volatility of the share price over the life of the option and other relevant factors. Except for those which include terms related to market conditions, vesting conditions included in the terms of the grant are not taken into account in estimating fair value. Non-market vesting conditions are taken into account by adjusting the number of shares or share options included in the measurement of the cost of the services so that ultimately, the amount recognised in the income statement reflects the number of vested shares or share options. Where vesting conditions are related to market conditions, the charges for the services received are recognised regardless of whether or not the market related vesting condition is met, provided that the non-market vesting conditions are met.

15. Related-party transactions

Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial or operational decisions.

(a) Management fee

The Company is managed by Juridica Management Limited, an investment management company incorporated in Guernsey in which the Company holds a 15 per cent. equity interest. Under the terms of the Management Agreement, the Company appointed Juridica Management Limited as an Investment Manager to provide management services to the Company. The Investment Manager receives in return a fee based on the adjusted net asset value of the Company, payable quarterly in advance using an annual rate of 2.5 per cent. The adjusted net asset value is the net asset value of the Company at the relevant time, after accruing for the annual management fee but not taking into account any liability

of the Company for accrued performance fees and after (i) deducting any unrealised gains on investments and (ii) adding the amount of any write downs with respect to investments which have not been written off.

(b) Performance fee

The Investment Manager is entitled to a performance fee based on the adjusted net asset (being the NAV of the Company before taking into account any performance fee payable less any unrealised gains on investments plus the value of any writedowns in any investments that have been written down but not written off) value of the Company to the extent that the Company has performed. The performance fee will equal 20 per cent. of the annualised increase in the net asset value over a hurdle rate of 8 per cent., furthermore a fee of 35 per cent. of the increase over a hurdle of 20 per cent. and 50 per cent. of the same increase over a hurdle of 40 per cent.. The fees are subject to a high water mark such that no performance fee will be paid if the performance of the Company does not exceed the net asset value at the end of the previous year in which the performance fee was paid.

Payment of the performance fee is subject to the condition set out in (c), below.

(c) Trust account

Of the performance fee, 50 per cent. of any payment within the first four years from the date of admission will be retained by the Company in a trust account. During that period if, at any given year end, the annualised increase in net asset value of the Company is less than 8 per cent., the Company may claw back 20 per cent. of the difference between the actual net asset value and the net asset value assuming an 8 per cent. increase from the net asset value for the previous period.

(d) Facility agreement and Collateral Account

The Company has agreed to make loans to FSUS under the Facility to be used by FSUS for funding cases in which FSUS is to act under a Qualifying Agreement. The Company expects to enter into loan arrangements with other law firms (which may include other law firms established by the Principals) on terms and conditions similar to those contained in the Facility documents.

The Facility available to FSUS will be for up to approximately 50 per cent. of the net proceeds of the Placing (following the Company's initial investment in the Investment Manager as described in this document) less any loans made to other law firms. The Facility will remain outstanding and available until the earlier of (i) termination of the Management Agreement, (ii) the date on which the Principals cease to own a controlling interest in FSUS, (iii) the winding up of the Company, (iv) an event of default under the Facility documents, or (v) ten years from Admission. Under the Facility, drawdowns may be requested by FSUS from time to time up to the maximum principal amount, but subject always to approval by the Company in its sole discretion. No more than $10 million may be drawn down in respect of the same case investment (unless the Board otherwise agrees). The Facility documents contain limitations on the use of the proceeds and conditions to deployment of the Facility funds.

All net proceeds from Qualifying Agreements entered into by FSUS in connection with loans made to it by the Company will be paid by FSUS into a segregated bank account and will first be applied to repay any default or accrued interest on any such loans outstanding between FSUS and the Company, second to repay the principal amounts of all loans outstanding between FSUS and the Company, third to pay agreed fees and costs to FSUS and fourth to pay an annual facility fee to the Company. There is no obligation on the Borrower to gross up witholding taxes on payments due to the Company under the facility. Interest, principal and facility fees are only payable under the Facility to the extent that the relevant Qualifying Agreements generate revenues.

The Facility provides for a fixed interest rate of 25 per cent. per annum on amounts borrowed payable in arrear and accruing on a quarterly basis.

The annual facility fee due to the Company will be agreed between the Company and FSUS on an annual basis and if the parties cannot agree the facility fee will be 20 per cent. of the amounts borrowed.

As security for the Facility, the Company will have a registered lien on the assets of FSUS, including revenues under Qualifying Agreements, to the extent permissible under applicable professional ethics rules.

(e) Investment in Company

Juridica Management Limited will acquire 1.5 million Ordinary Shares in the Company (1.875 per cent. equity interest) for £1.5 million in cash.

Each of Tim Scrantom and Richard Fields will acquire 50,000 Ordinary Shares in the Company (0.0625 per cent. equity interest each) as reimbursement of £100,000 of pre-IPO costs.

PART 6

TAXATION

The information in this Part 6 is not exhaustive and, if potential investors are in any doubt as to their taxation position, they should consult their professional adviser without delay. Investors should note that tax law and interpretation can change and that, in particular, the levels and bases of, and reliefs from, taxation may change and that changes may alter the benefits of investment in the Company. In particular the following summary is intended only as a general guide to current Guernsey and United Kingdom tax legislation and to what is understood to be the current practice of the Guernsey and UK tax authorities in each case as at the date of this document.

Shareholders

Guernsey Taxation

The following information does not deal with certain types of person, such as persons holding or acquiring shares in the course of trade, collective investment schemes or insurance companies.

Guernsey does not levy capital gains tax (with the exception of a dwellings profit tax) and, therefore, Shareholders will not suffer any tax in Guernsey on capital gains. Payments made by the Company to non-Guernsey resident Shareholders, whether made during the life of the Company or by distribution on the liquidation of the Company, will not be subject to Guernsey tax.

Whilst the Company is no longer required to deduct Guernsey income tax from dividends on any Ordinary Share (if applicable) paid to Guernsey residents, the Company is required to make a return to the Guernsey Administrator of Income Tax of the names, addresses and gross amounts of income distributions paid to Guernsey resident Shareholders during the previous year, on an annual basis, when renewing the Company's exempt tax status.

With regard to the proposals for the restructuring of the corporate tax regime in Guernsey from 2008, discussed below under the heading ''The Company'', other than those changes mentioned below, no further changes are proposed that would impact upon the position of non-Guernsey resident holders of Ordinary Shares. Such Shareholders will not be subject to Guernsey tax on the redemption or disposal of their holding of Ordinary Shares.

No withholding tax or deduction will be made on dividend payments made by the Company in respect of any Ordinary Shares issued by the Company to Shareholders.

Guernsey Resident Shareholders

As part of the restructuring of the corporate tax regime in Guernsey from 2008, the States of Guernsey has recently introduced The Income Tax (Zero 10) (Guernsey) Law, 2007 and The Income Tax (Zero 10) (Guernsey) (No 2) Law, 2007. That legislation provides the following in relation to Guernsey resident shareholders:

Distributions

Distributions made by the Company to Guernsey resident shareholders will continue to be subject to taxation in Guernsey at the individual standard rate of Guernsey tax (currently 20 per cent.).

Guernsey-resident shareholders may, depending on the interpretation of the new legislation, be subject to taxation in relation to certain deemed distributions. Guernsey-resident shareholders should consult their own tax advisers.

UK Taxation

The following information summarises the position of a Shareholder who (unless the position of non-resident Shareholders is expressly referred to) is resident and (in the case of an individual) ordinarily resident in the United Kingdom for United Kingdom tax purposes (a "UK Holder"), who is the beneficial owner of the Ordinary Shares and who holds his Ordinary Shares as an investment. It does not deal with the position of certain classes of Shareholders, such as dealers in securities and insurance companies, trusts and persons who have acquired their Ordinary Shares by reason of their or another's employment.

Dividends

This section is written on the basis that the Company is and remains resident in Guernsey and subject to the Guernsey tax system and not (save in respect of UK source income) the UK tax regime.

A UK Holder will generally, depending on his circumstances, be liable to United Kingdom income tax or corporation tax in respect of dividends paid by the Company. Income tax will generally be charged at the rate of 10 per cent., or 32.5 per cent. in the case of an individual who is a higher rate taxpayer, without credit for any underlying tax. Rates of corporation tax can vary and a UK Holder subject to corporation tax should seek its own specific advice.

Capital Gains

In the case of a UK Holder who is an individual or otherwise not within the charge to corporation tax, capital gains tax may be payable on a disposal of Ordinary Shares. As a result of proposed legislative changes announced in the pre-budget report on 9 October 2007, taper relief will only be able to reduce the amount of any chargeable gain on disposal to the extent that Ordinary Shares are disposed of prior to 6 April 2008. For disposals on or after that date, taper relief will not be available. Instead, a new flat rate of 18 per cent. will be payable on disposal. No indexation allowance will be available to such a holder. A UK Holder who is an individual is entitled to an annual exemption from capital gains. For the 2007/2008 tax year this is £9,200. Special rules apply to temporary non-residents.

A Shareholder within the charge to UK corporation tax may be subject to corporation tax on chargeable gains in respect of any gain arising on a disposal of Ordinary Shares. Indexation allowance may apply to reduce any chargeable gain arising on disposal of the Ordinary Shares but will not create or increase an allowable loss.

On Admission it is anticipated that the Company would be regarded as a close company if it were resident in the UK. Therefore, capital gains realised by the Company may be capable of attribution to a UK Holder under section 13 of the Taxation of Chargeable Gains Act 1992. Section 13 only applies to participators in a non-resident company to whom (either alone or taking into account the interests of persons connected with them) more than 10 per cent. of the gain would be attributed.

Other UK Tax Considerations

The Company has been advised that a shareholding in the Company should not be regarded as a material interest in an offshore fund for the purposes of sections 756A to 764 of the Income and Corporation Taxes Act 1988 (the **"Taxes Act"**).

A corporate UK Holder who, together with connected or associated persons, is entitled to at least 25 per cent. of the Ordinary Shares should note the provisions of the controlled foreign companies legislation contained in sections 747 to 756 of the Taxes Act.

The attention of a UK Holder who is an individual is drawn to the provisions of sections 715 to 751 of the Income Tax Act 2007 (**"ITA 2007"**) which may render such individuals liable to tax on the income of the Company (taken before any deduction for interest) in certain circumstances.

The attention of UK Holders is drawn to section 703 Taxes Act and to section 684 of ITA 2007 which HM Revenue & Customs (**"HMRC"**) may seek to apply to cancel tax advantages from certain transactions in securities.

Non-UK Shareholders

Shareholders who are not resident or ordinarily resident (or who are temporarily non-resident) in the United Kingdom and who do not carry on a trade, profession or vocation through (in the case of an individual) a branch or agency or (in the case of a company) a permanent establishment in the United Kingdom will not normally be liable to United Kingdom taxation of chargeable gains arising on the sale or other disposal of their Ordinary Shares. However, non-UK Shareholders will need to take specific professional advice about their individual tax position.

Stamp Duty and Stamp Duty Reserve Tax

The following comments are intended as a guide to the general UK stamp duty and stamp duty reserve tax ("SDRT") position and do not relate to persons such as market makers, brokers, dealers, intermediaries and persons connected with depository arrangements or clearance services to whom special rules apply.

No UK stamp duty or SDRT will be payable on the issue of the Placing Shares. UK stamp duty (at the rate of 0.5 per cent., rounded up where necessary to the next £5, of the amount or value of the consideration for the transfer) is payable on any instrument of transfer of Ordinary Shares executed within, or in certain cases brought into, the United Kingdom. Provided that Ordinary Shares are not registered in any register kept in the United Kingdom by or on behalf of the Company, any agreement to transfer Ordinary Shares should not be subject to SDRT.

The Company

Guernsey Taxation

The Company is registered in Guernsey as an exempt company and, therefore, is not resident in Guernsey for the purposes of liability to Guernsey income tax. Confirmation has been sought and obtained from the Administrator of Income Tax that, under current law and practice in Guernsey, the Company will only be liable to tax in Guernsey in respect of income arising in Guernsey, other than bank deposit interest. A fee, currently £600 per annum, is payable to the States of Guernsey (the Government) in respect of the Company's exempt status and an application for exempt status must be submitted annually to the Guernsey Income Tax Office. It is a condition of the exemption that no investment or other property situated in Guernsey, other than a relevant bank deposit or an interest in another body to which an exemption from tax has been granted, is acquired or held.

On 25 November 2002, the Advisory and Finance Committee (now the Policy Council) of the States of Guernsey announced a proposed framework for a structure of corporate tax reform within an indicative timescale. In September 2005, the Fiscal and Economic Policy Steering Group published detailed proposals on Guernsey's future economic and taxation strategy. In March 2006 an independent Working Group set up at the request of the Treasury and Resources Department confirmed the earlier recommendation that the general rate of income tax to be paid by all Guernsey companies (other than certain regulated banking entities) would be reduced to 0 per cent. in respect of tax year 2008 and subsequent years and that exempt status would be abolished for the majority of companies. However, the States of Guernsey Administrator of Income Tax has advised that it is intended that collective investment vehicles will continue to be able to apply for exempt status for Guernsey tax purposes after December 2007. The Company will therefore be able to continue to apply for exempt status. These recommendations were approved by the States of Guernsey in June 2006 and the initial legislation to give effect to the same was passed by the States in Guernsey in September 2007. The changes are not expected to have any material impact on the Company.

Guernsey does not levy taxes upon capital inheritances, capital gains (with the exception of a dwellings profit tax), gifts, sales or turnover, nor are there any estate duties, save for an ad valorem fee for the grant of probate or letters of administration. Document duty is payable, up to a maximum of £5,000 in the lifetime of a company incorporated in Guernsey, on the creation or increase of authorised share capital, at the rate of 0.5 per cent. of the amount of the authorised share capital of that company. No stamp duty is chargeable in Guernsey on the issue, transfer, switching or redemption of shares in a Guernsey incorporated company.

Other Taxation

It is the intention of the Directors to conduct the affairs of the Company so that the central management and control of the Company is not exercised anywhere other than Guernsey and so that the Company does not carry out any trade outside of Guernsey. On this basis, other than as identified below, the Company should not be liable for taxation on its income and gains.

The direct and indirect investments by the Company will be structured in various ways and in various taxing jurisdictions. Therefore, the Company expects to earn its investment income from various sources and places.

The Directors will seek to minimise taxation in the jurisdiction in which it invests and, to this end, the Board will take appropriate tax advice prior to any investment. However, the income and capital gains of the Company are likely to be subject to significant taxation at source. In particular, certain earnings and profits of the Company sourced in the US are likely to be subject to income tax and withholding tax in the US.

PART 7

ADDITIONAL INFORMATION

1. The Company and Advisers

(a) The Company was incorporated with limited liability in Guernsey on 28 November 2007 with registered number 48126 as a closed-ended investment company under the Law. The Company operates under the Law and the ordinances and regulations made thereunder, but is not otherwise regulated in Guernsey. Consent under the Control of Borrowing (Bailiwick of Guernsey) Ordinances, 1959 to 1989 (as amended), has been obtained for the issue of this document and the execution of the Placing. To receive such consent, application was made under the GFSC's framework relating to Registered Closed-ended Investment Funds. Under this framework neither the GFSC nor the States of Guernsey Policy Council have reviewed this document but instead have relied upon specific warranties provided by the Guernsey licensed administrator of the Company. Neither the GFSC nor the States of Guernsey Policy Council takes any responsibility for the financial soundness of the Company or for the correctness of any of the statements made or the opinions expressed with regard to it.

(b) The liability of the members of the Company is limited.

(c) The address of the Company's website which discloses the information required by Rule 26 of the AIM Rules for Companies is www.juridicainvestments.com.

(d) Save for its entry into the material contracts set out in paragraph 11 of this Part 7, the Company has not carried on business and has not published or made up any financial statements.

(e) The Administrator was incorporated as a limited liability company in Guernsey on 2 April 2004 with registered number 41777. The Administrator is licensed under the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended, as a designated manager of collective investment schemes. The Administrator is subject to financial provisions as set out in "The Guidance Notes on the Prevention of Money Laundering and Countering the Financing of Terrorism" issued by GFSC as referred to in the Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Regulations 2002. The registered office of the Administrator is set out on page 4 of this document and its telephone number is +44 1481 715167. The Administrator is licensed and regulated by the GFSC.

(f) The Investment Manager was incorporated as a limited liability company in Guernsey on 28 November 2007 with registered number 48127. The registered office of the Investment Manager is set out on page 4 of this document and its telephone number is +44 1481 715167. The Investment Manager is licensed by the GFSC to carry on certain controlled investment business pursuant to The Protection of Investors (Bailiwick of Guernsey) Law 1987 as amended.

2. Share capital of the Company

(a) The authorised share capital of the Company on incorporation was divided into an unlimited number of shares of no par value which, upon issue, the Directors may categorise as Ordinary Shares or otherwise. At incorporation, two Ordinary Shares were subscribed for by the subscribers to the memorandum of association (the **"Subscriber Shares"**). The Subscriber Shares will be sold to the Investment Manager pursuant to the Shareholders' Agreement.

(b) The issued share capital of the Company (all of which will be fully paid) following Admission (and after taking into account the 1,500,000 Ordinary Shares to be issued to the Investment Manager under the Shareholder's Agreement and the 100,000 Ordinary Shares

to be issued to the Principals as compensation for certain pre-IPO expenses) will consist of 80,000,000 Ordinary Shares.

(c) On 11 December 2007 the holders of the Subscriber Shares passed written special resolutions:

(i) adopting new articles of assocation;

(ii) approving conditionally upon the approval of the Royal Court of Guernsey the cancellation of the entire amount which will stand to the credit of the share premium account immediately after the Placing, conditionally upon the issue of the Ordinary Shares and the payment in full thereof and with respect to any further issue of Ordinary Shares. An application will be made to the Royal Court of Guernsey to confirm the reduction of the share premium account. Any surplus thereby created shall accrue to the Company's distributable reserves. This cancellation, when confirmed by the Royal Court, will enable the Company, subject to the Law and the Companies (Purchase of Own Shares) Ordinance, 1998 (as amended), as the case may be, to effect purchases of its own Ordinary Shares and make dividend payments;

(iii) granting the Company the authority to make market purchases of up to 14.99 per cent. of its own issued Ordinary Shares following the conclusion of the Placing. This authority will expire at the earlier of the date 18 months following the passing of such resolution and the conclusion of the first annual general meeting of the Company. A renewal of the authority to make purchases of Ordinary Shares will (unless the Board otherwise determines) be sought from Shareholders at each annual general meeting of the Company. The timing of any purchases will be decided by the Board.

Purchases will only be made, pursuant to this authority, through the market for cash at prices below the prevailing Net Asset Value of an Ordinary Share where the Directors believe such purchases will result in an increase in the Net Asset Value of the remaining Ordinary Shares and to assist in narrowing any discount to Net Asset Value at which the Ordinary Shares may trade. Such purchases will only be made at a price not higher than 10 per cent. above the average of the mid-market values of the Ordinary Shares for the five business days before the purchase is made, and in accordance with the Law and the Companies (Purchase of Own Shares) Ordinance, 1998 (as amended); and

(iv) disapplying the pre-emption provisions contained in Article 30A of the Company's articles of association in relation to (1) the allotment of Ordinary Shares pursuant to the Placing, (2) the grant of the Cenkos Securities Warrant and the allotment of the Ordinary Shares upon its exercise, (3) the allotment of 100,000 Ordinary Shares to the Principals following Admission as compensation for certain pre-IPO expenses pursuant to the Shareholders' Agreement and (4) the allotment of 1,500,000 Ordinary Shares to the Investment Manager following Admission pursuant to the Shareholders' Agreement.

(e) The Ordinary Shares subscribed for in the Placing will be issued pursuant to a resolution of the Board (or a duly authorised committee thereof) passed on 11 December 2007 conditionally upon Admission.

(f) Subject to the provisions of the Articles described in paragraph 3(f) below, the Board is entitled to allot shares of the Company on such terms and conditions and at such times as the Board determines and so that the amount payable on application on each share shall be fixed by the Board.

(g) Save for pursuant to the Placing, the 1,500,000 Ordinary Shares to be issued to the Investment Manager under the Shareholders's Agreement, the 100,000 Ordinary Shares to be issued to the Principals as compensation for certain pre-IPO expenses, the Cenkos Securities Warrant, the Lord Brennan Option Agreement and the issue of the Subscriber Shares referred to above, since the date of incorporation, no share or loan capital has been

issued or agreed to be issued, or is now proposed to be issued 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 share or loan capital of the Company.

(h) Application has been made for the Ordinary Shares to be admitted to trading on AIM. The Ordinary Shares are not listed or traded on and no application has been or is being made for the admission of the Ordinary Shares to listing or trading on any other stock exchange or securities market.

(i) With effect from Admission, all of the Ordinary Shares will be in registered form and, subject to the Ordinary Shares being admitted to and accordingly enabled for settlement in CREST, the Ordinary Shares will be capable of being held in uncertificated form. No temporary documents of title will be issued.

(j) 78.4 million Ordinary Shares are being issued pursuant to the Placing at a price of 100p per Ordinary Share. No expenses are being charged to any subscriber or purchaser of Ordinary Shares.

(k) Save for the Lord Brennan Option Agreement as described in paragraph 6 of this Part 7 and the Cenkos Securities Warrant as decribed in paragraph 11(j) of this Part 7, no share or loan capital of the Company is under option or has been agreed, conditionally or unconditionally, to be put under option.

3. Memorandum and articles of association

The memorandum of association of the Company provides that the objects of the Company include carrying on business as an investment company. The objects of the Company are set out in full in Clause 3 of the memorandum of association, a copy of which can be obtained from the Company Secretary.

The articles of association of the Company contain, inter alia, provisions to the following affect:

(a) Voting rights

Subject to any special rights or restrictions for the time being attached to any class of shares, every member of the Company (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative at a general meeting has, on a show of hands, one vote and, on a poll, one vote for every share held by him (other than the Company itself where it holds its own shares as treasury shares).

(b) Variation of Rights

If, at any time, the capital of the Company is divided into separate classes of shares, the rights attached to any class of shares (unless otherwise provided by the terms of issue) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class (excluding any shares held as treasury shares) or with the sanction of a special resolution passed at a separate meeting of the holders of such shares (excluding any shares held as treasury shares). The necessary quorum shall be two persons (other than the Company itself where it holds its own shares as treasury shares) holding or representing by proxy at least one third of the issued shares of the class. Every holder of shares of the class concerned (other than the Company itself where it holds its own shares as treasury shares) shall be entitled at such meeting to one vote for every share held by him on a poll.

The special rights conferred upon the holders of any shares of class or shares issued with preferred, deferred or other special rights shall not (unless otherwise expressly provided by the terms of issue of the shares of that class) be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith or by the exercise of any power under the disclosure provisions requiring members to disclose an interest in the Company's shares as set out in the articles of association.

(c) Variation of Capital

The Company may from time to time, subject to the provisions of the Laws, purchase its own shares (including any redeemable shares) in any manner authorised by the Laws. The Company may by ordinary resolution consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares; subdivide all or any of its shares into shares of a smaller amount than is fixed by the memorandum of association; cancel any shares which at the date of the resolution have not been taken or agreed to be taken. The Company may, by special resolution, reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any incident authorisation and consent required by the Laws.

(d) Transfer of Shares

The articles of association provide that the Directors may implement such arrangements as they may, in their absolute discretion, think fit in order for any class of shares to be admitted to settlement by means of the CREST system. If the Directors implement any such arrangements no provision of the articles of association shall apply or have effect to the extent that it is in any respect inconsistent with:

(i) the holding of shares of that class in uncertificated form;

(ii) the transfer of title to shares of that class by means of the CREST system; or

(iii) Rule 8 and such other of the rules and requirements of CRESTCO as may be applicable to issuers as from time to time specified in the document entitled ''CREST Reference Manual'' issued by CRESTCO (the ''CREST Guernsey Requirements'').

Where any class of shares is for the time being admitted to settlement by means of the CREST system such securities may be issued in uncertificated form in accordance with, and subject as provided in, the CREST Guernsey Requirements. Unless the Directors otherwise determine, such securities held by the same holder or joint holder in both certificated form and uncertificated form shall be treated as separate holdings. Such securities may be changed from uncertificated to certificated form, and from certificated to uncertificated form in accordance with, and subject as provided in, the CREST Guernsey Requirements. Title to such of the shares as are recorded on the register as being held in uncertificated form may be transferred only by means of the CREST system. Every transfer of shares from a CREST account of a CREST member to a CREST account of another CREST member shall vest in the transferee a beneficial interest in the shares transferred, notwithstanding any agreements or arrangements to the contrary however and whenever arising and however expressed.

Subject as provided below, any member may transfer all or any of his certificated shares by instrument of transfer in any usual form or in any other form which the Directors may approve. The instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. The Directors may refuse to register a transfer of shares unless the instrument of transfer is delivered for registration to the Company's registered office or such other place as the Directors may decide accompanied by the relevant share certificate(s) and such evidence as the Directors may reasonably require to prove title of the transferor. The Directors may in their absolute discretion and without giving a reason, refuse to register a transfer of any share which is not fully paid up or on which the Company has a lien, provided in the case of a listed or publicly traded share that this would not prevent dealings from taking place on an open and proper basis.

Subject to the provisions of the CREST Guernsey Requirements, the registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in any one year) as the Directors may decide provided that such suspension shall be communicated to Shareholders, giving reasonable notice of such suspension, by means of a recognised regulatory news service.

(e) Issue of shares

Without prejudice to any special rights conferred on the holders of any class of shares, any share in the Company may be issued with or have attached thereto such preferred, deferred or other special rights, or such restrictions whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine and, subject to and in default of such resolution, as the Directors may determine.

Subject to the articles of association, the unissued shares shall be at the disposal of the Directors, and they may allot, grant options over or otherwise dispose of them to such persons, at such times and generally on such terms and conditions as they determine subject to the pre-emption rights described in paragraph (f) below.

The Company may on any issue of shares pay such commission as may be fixed by the Board and disclosed in accordance with the Laws. The Company may also pay brokerages.

(f) Pre-emption rights

Before allotting Ordinary Shares or any right to subscribe for or convert securities into Ordinary Shares (**"equity securities"**) to any person, the Directors are required to make an offer of such equity securities to each person who holds equity securities to allot to him that proportion of such equity securities as is as nearly as practicable equal to the proportion that the relevant person's holding of equity securities bears to all the issued shares of that class.

The pre-emption provisions described above shall not apply to:

(i) an allotment of Ordinary Shares on terms that the allotment price per Ordinary Share is not less than the prevailing Net Asset Value per Ordinary Share at the time of announcement of the proposed allotment;

(ii) an allotment of equity securities that are, or are to be, wholly or partly paid up otherwise than in cash;

(iii) the allotment of such number of equity securities as, in aggregate, does not exceed 10 per cent. of the number of Ordinary Shares in issue immediately following Admission;

(iv) the grant of any share options and the allotment of Ordinary Shares upon exercise of such options pursuant to an employee share option scheme or a share option agreement with a director; or

(v) the grant of any share options to the Investment Manager and/or any officers of the Investment Manager and the allotment of any Ordinary Shares pursuant to the exercise of such share options.

The Shareholders may by special resolution resolve that the pre-emption provisions described above do not apply in certain circumstances.

(g) General Meetings

Not less than fourteen days' notice specifying the time and place of any general meeting and specifying also in the case of any special business the general nature of the business to be transacted shall be given by notice sent by post by the secretary or other officer of the Company or any other person appointed in that behalf by the Board to such members of the Company as are entitled to receive notices provided that with the consent in writing of all the members of the Company a meeting may be convened by a shorter notice or at no notice and in any manner they think fit. In every notice there shall appear a statement that a member of the Company entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be a member of the Company.

The accidental omission to give notice of any meeting to or the non-receipt of such notice by any member shall not invalidate any resolution (or any proposed resolution otherwise duly approved) passed or proceedings at any meeting.

The quorum for a general meeting shall be two members of the Company present in person or by proxy.

If within fifteen minutes after the time appointed for the meeting a quorum is not present the meeting if convened by or upon a requisition shall be dissolved. If otherwise convened it shall stand adjourned for seven days at the same time and place or to such other day and at such other time and place as the Board may determine and no notice of adjournment need be given. On the resumption of an adjourned meeting, those members of the Company present in person or by proxy shall constitute the quorum.

(h) Dividends

The Company in general meeting may declare a dividend but no dividend shall exceed the amount recommended by the directors.

No dividend shall be paid other than out of the profits of the Company as recognised by Guernsey law and International Financial Reporting Standards or such other accounting standards as may from time to time be adopted by the directors.

The Directors may at any time declare and pay such interim dividends as appear to be justified by the position of the Company.

All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee thereof.

No dividend shall bear interest against the Company.

Any dividend remaining unclaimed after a period of five years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

The Directors are empowered to create reserves before recommending any dividend. The Directors may also carry forward any profits which they think prudent not to distribute by dividend.

There is no fixed date on which an entitlement to receive a dividend arises.

(i) Interests in Shares and Restrictions on Voting

A member of the Company shall not be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company unless all amounts payable by him in respect of that share have been paid.

The Company may, by notice in writing, require a person whom the Company knows to be, or has reasonable cause to believe is, or at any time during the three years immediately preceding the date on which the notice is issued to have been interested in any Ordinary Shares, to confirm that fact or (as the case may be) to indicate whether or not it is the case and to give such further information as may be required by the Directors. Such information may include, without limitation, (i) particulars of the person's own past or present interest in any Ordinary Shares and the nature of such interest, (ii) to disclose the identity of any other persons who have a present interest in the Ordinary Shares (iii) where the interest is present interest and any other interest in any Ordinary Shares subsisted during that 3 year period at any time when his own interest subsisted, to give (so far as within his knowledge) such particulars with respect to that other interest as may be required and (iv) where a person's interest is a past interest to give (so far as is within his knowledge) like particulars of the identity of the person who held that interest immediately upon his ceasing to hold it.

The Directors may also be required to exercise their powers under the relevant Article on the requisition of members holding not less than one tenth of the issued Ordinary Shares in the capital of the Company.

The requisition must:

(i) state that the requisitioners are requiring the Company to exercise its powers under this Article;

(ii) specify the manner in which they require those powers to be exercised;

(iii) give reasonable grounds for requiring the Company to exercise those powers in the manner specified; and

(iv) be signed by the requisitioners and deposited at the registered office.

The requisition may consist of several documents in like form each signed by one or more requisitioners. On the deposit of such a requisition, it is the Directors' duty to exercise their powers under the Articles in the manner specified in the requisition.

Notwithstanding that notice may not have been given by the Directors under the Articles, a member is obliged to notify the Company when he acquires or becomes aware that he has acquired or ceases to have or becomes aware that he has ceased to have a Notifiable Interest in Ordinary Shares and otherwise comply with Chapter 5 (Vote Holders and Issuer Notification Rules) of the ''Disclosure and Transparency Rules'' dated April 2007, as published by the FSA and amended from time to time. A member has ''**Notifiable Interest**'' at any time when he is the holder of 3 per cent. or more of any class of Ordinary Shares in the Company. A member having a Notifiable Interest is also obliged to notify the Company when his holding increases or decreases through any single percentage. Where an obligation to notify arises the member must notify the Company without delay and, in any case, within the period of 5 days next following the day on which the obligation arises. Such notification must identify the member to which the notification relates and specify the number of Ordinary Shares held by him at the time the obligation of disclosure arose or, if the member no longer has a Notificable Interest, state that the member no longer has that interest.

If any member is in default in supplying to the Company the information required by the Company within the prescribed period (which is 28 days from the date of service of the notice or 14 days if the Ordinary Shares concerned represent 0.25 per cent. or more of the issued Ordinary Shares of the relevant class), or such other reasonable period as the Directors may determine, the Directors in their absolute discretion may serve a notice (a ''**direction notice**'') on the member. The direction notice may direct that in respect of any Ordinary Shares in respect of which the default has occurred (the ''**Default Shares**'') and any other Ordinary Shares held by the member, the member shall not be entitled to vote in general meetings or class meetings. Where the Default Shares represent at least 0.25 per cent. of the issued Ordinary Shares of the class of Ordinary Shares concerned the direction notice may additionally direct that dividends or other amounts payable on such Ordinary Shares will be retained by the Company (without interest) and the member shall not be entitled to elect to receive Ordinary Shares instead of a dividend, and that no transfer of the Default Shares (other than an approved transfer authorised under the Articles) shall be registered until the default is rectified, unless:

(i) the member is not himself in default as regards supplying the information requested; and

(ii) when presented for registration, the transfer is accompanied by a certificate by the member, in a form satisfactory to the Directors, to the effect that after due and careful enquiry the member is satisfied that no person in default as regards supplying such information is interested in any of the Ordinary Shares which are the subject of the transfer.

The Company shall send to each other person appearing to be interested in the Ordinary Shares which are the subject of any direction notice a copy of the notice, but failure or omission by the Company to do so shall not invalidate such notice.

If Ordinary Shares are issued to a member as a result of that member holding other Ordinary Shares in the Company and if the Ordinary Shares in respect of which the new Ordinary Shares are issued are Default Shares in respect of which the member is for the time being subject to particular restrictions the new Ordinary Shares shall, on issue, become subject to the same restrictions whilst held by that member as such Default Shares. For this purpose, Ordinary Shares which the Company procures to be offered to members *pro rata* (or *pro rata* ignoring fractional entitlements) and Ordinary Shares not offered to certain members by reason of legal or practical problems associated with offering Ordinary Shares outside the United Kingdom or Guernsey, shall be treated as Ordinary Shares issued as a result of a member holding other Ordinary Shares in the Company.

Any direction notice shall have effect in accordance with its terms for as long as the default, in respect of which the direction notice was issued, continues but it shall cease to have effect in relation to any Ordinary Shares which are transferred by such member by means of an approved transfer (as described below). As soon as practical after the direction notice has ceased to have effect (and in any event within seven days thereafter) the Directors shall procure that the restrictions imposed by the Articles shall be removed and that dividends which have been withheld are paid to the relevant member.

A transfer of Ordinary Shares is an ''**approved transfer**'' if but only if:

(i) it is a transfer of Ordinary Shares to an offeror by way or in pursuance of acceptance of a public offer made to acquire all the issued shares in the capital of the Company not already owned by the offeror or any connected person of the offeror in respect of the Company; or

(ii) the Directors are satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the Ordinary Shares to a party unconnected with the member and with other persons appearing to be interested in such Ordinary Shares; or

(iii) the transfer results from a sale made through a recognised investment exchange (as defined in the Financial Services Markets Act 2000 of the United Kingdom) or any stock exchange outside the United Kingdom on which the Company's Ordinary Shares are listed or normally traded. For the purposes of this sub-paragraph any connected person in realtion to Directors shall, *mutatis mutandis*, be included amongst the persons who are connected with the member or any person appearing to be interested in such Ordinary Shares.

Any Shareholder who has given notice of an interested party in accordance with the Articles who subsequently ceases to have any party interested in his Ordinary Shares or has any other person interested in his Ordinary Shares shall notify the Company in writing of the cessation or change in such interest and the Directors shall promptly amend the register of interested parties accordingly.

The Company shall maintain a register of interested parties to which the provisions of sections 55 and 58 of the Companies (Guernsey) Law, 1994 (as amended), shall apply *mutatis mutandis* as if the register of interested parties was the register of members and whenever in pursuance of a requirement imposed on a member as aforesaid the Company is informed of an interested party the identity of the interested party and the nature of the interest shall be promptly inscribed therein together with the date of the request.

(j) Return of Capital

On a winding-up, the surplus assets remaining after payment of all creditors, including payment of bank borrowings, shall be paid to the holders of shares pro rata to the amount paid up on their shares.

On a winding-up the liquidator may, with the authority of a special resolution, divide amongst the members in specie any part of the assets of the Company. The liquidator may

with like authority vest any part of the assets in trustees upon such trust for the benefit of members of the Company as he shall think fit but no member of the Company shall be compelled to accept any assets in respect of which there is any liability.

Where the Company is proposed to be or is in the course of being wound up and the whole or part of its business or property is proposed to be transferred or sold to another company the liquidator may, with the sanction of an ordinary resolution, receive in compensation, or part compensation for the transfer or sale, shares, policies or other like interests for distribution among the members of the Company or may enter into any other arrangements whereby the members may, in lieu of receiving, cash, shares, policies or other like interests, participate in the profits of or receive any other benefits from the transferee.

(k) Borrowing Powers

The Directors may exercise all the powers of the Company to borrow money and to give guarantees, mortgage, hypothecate, pledge or charge all or part of its undertaking, property and uncalled capital and to issue debentures and other such securities whether outright or as collateral security for any liability or obligation of the Company or of any third party.

(l) Disclosure Requirements

There are no provisions under Guernsey law requiring the disclosure of shareholdings in the Company to the Company or otherwise. Members are required to make relevant disclosures of shareholdings under the provisions summarised at paragraph 3(i) above.

(m) Compulsory Purchase

The Articles provide that if an offer is made for all the Ordinary Shares in the capital of the Company (or for all the Ordinary Shares of any class), the offeror is entitled to acquire compulsorily any remaining Ordinary Shares if it has, by virtue of acceptances of the offer, acquired or unconditionally contracted to acquire:

(i) not less than 90 per cent. in value of the Ordinary Shares (or the relevant classes of Ordinary Shares) to which the offer relates; or

(ii) where the Ordinary Shares (or the relevant classes of Ordinary Shares) to which the offer relates are voting shares not less than 90 per cent. of the voting rights carried by those Ordinary Shares.

Certain time limits apply.

The Articles also permit a minority shareholder to require an offeror to buy his Ordinary Shares if that offeror has by virtue of acceptances of the offer acquired or unconditionally contracted to acquire:

(i) not less than 90 per cent. in value of the Ordinary Shares (or the relevant classes of Ordinary Shares) to which the offer relates; or

(ii) where the Ordinary Shares (or the relevant classes of Ordinary Shares) to which the offer relates are voting shares not less than 90 per cent. of the voting rights carried by those Ordinary Shares.

Certain time limits apply.

(n) Directors

The Directors shall be paid out of the funds of the Company by way of fees such sums not exceeding in the aggregate £300,000 per annum as the Directors shall determine or as may otherwise be approved by the Company in generally meeting. Directors' fees shall be deemed to accrue from day to day.

The Directors shall also be entitled to be repaid all reasonable out of pocket expenses properly incurred by them in or with a view to the performance of their duties or in attending meetings of the Directors or of committees or general meetings.

If any Director having been requested by the Board shall render or perform extra or special services or shall travel or go to or reside in any country not his usual place of residence for any business or purpose of the Company he shall be entitled to receive such sum as the Board may think fit for expenses and also such remuneration as the Board may think fit either as a fixed sum or as a percentage of profits or otherwise and such remuneration may as the Board shall determine be either in addition to or in substitution for any other remuneration which he may be entitled to receive.

The Directors may from time to time appoint one or more of their body (other than a director resident in the UK) to the office of managing director or to any other executive office for such periods and upon such terms as they determine.

A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company, or whereat the terms of appointment are arranged or whereat any contract in which he is interested in considered and he may vote on any such appointment or arrangement other than his own appointment or the terms thereof.

The Directors may at any time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until, and shall be eligible for re-election at, the next annual general meeting following his appointment. Notwithstanding the foregoing, at each annual general meeting of all the Directors who held office at the two preceding annual general meetings and who did not retire thereat shall be required to retire from the office of director and shall be eligible for re-election. Without prejudice to those powers, the Company in general meeting may appoint any person to be a director either to fill a casual vacancy or as an additional director.

The minimum number of Directors shall be two. The majority of the Directors shall at all times be resident outside the United Kingdom.

Unless otherwise fixed by the Company in general meeting, a director shall not be required to hold any qualification shares.

The office of Director shall be vacated if the Director resigns his office by written notice, if he shall have absented himself from meetings of the Board for a consecutive period of six months and the Board resolves that his office shall be vacated, if he becomes of unsound mind or incapable, if he becomes insolvent, suspends payment or compounds with his creditors, if he is required by written notice signed by a majority of his co-directors, if the Company in general meeting by ordinary resolution shall declare that he shall crease to be a director, or if he becomes resident in the United Kingdom and, as a result, a majority of the Directors are resident in the United Kingdom.

(o) The Directors shall convene an extraordinary general meeting of the Company to be held on a date being not less than one month prior to the sixth anniversary of the date of Admission, or if that is not a business day, on the next preceding business day, at which a resolution will be proposed that the Company be wound up voluntarily (the ''**winding-up proposal**'') and if such resolution is not passed by the Company's members then the Directors shall convene an extraordinary general meeting of the Company every three years from the date of the original meeting, or if that is not a business day, on the next proceeding business day, at which the winding-up proposal shall again by put to the Company's members.

4. Information on the Directors

(a) In addition to his directorship of the Company, the Directors hold or have held the following directorships within the five years prior to the date of this document:

Director	*Current Directorships*	*Past Directoships*
Lord Dan Brennan	Facilitas China Limited CG Index Limited A.J. Capital Prospect Limited The Foundation for Circulatory Health The Westminster Roman Catholic Diocese Trustee	The Expert Witness Institute
John Kermit Birchfield	SiteWatch Technologies LLC Dessin Fournir Cos. Massachusetts Financial Services Compass Group of Funds Displaytech Inc Intermountain Industries LLC Intermountain Gas Company III Exploration Company	HPSC Inc Dairy Mart Convenience Stores Inc Elixir Technologies Corporation
Richard Battey	Schroder Administrative Services (C.I.) Limited SASCIL Nominees Limited Stratton Street Capital Liquid Funds Inc. HimejiX2 LiquidFund Inc. AcenciA Debt Strategies Limited Ptarmigan II Limited Northwood Capital European Fund Limited	Schroder Mutual Funds (Africa) Limited Schroder Investment Management Africa (Proprietary) Limited Gerel Investments Corporation Ottilia Investments Limited Zodiac Business Corporation Hightrees Inc Merrydown Properties Inc Lawon Trading Corporation Braye Finance Limited JPL Co (Jersey) Ltd Schroders (C.I.) Limited Schroder Executor and Trustee Company (C.I.) Limited Schroder Nominees (Guernsey) Limited Balmoral Partners Limited Burnaby Insurance (Guernsey) Limited Schroder Investments (Guernsey) Limited Schroder Corporate Services (C.I.) Limited Sapphire Managers (Europe) Limited Schroder Venture Managers (Guernsey) Limited Parkmead Special Situations Energy Fund Limited

(b) Save as set out in paragraph 4(a) above, none of the Directors has any business interests or activities outside the Group which are significant with respect to the Group.

(c) None of the Directors:

(i) has any unspent convictions in relation to indictable offences;

(ii) has been made bankrupt or has made an individual voluntary arrangement with creditors or suffered the appointment of a receiver over any of his assets;

(iii) has been a director of any company which, whilst he was such a director or within 12 months after his ceasing to be such a director, was put into receivership, compulsory liquidation, creditors' voluntary liquidation, administration, company voluntary arrangement or any composition or arrangement with the company's creditors generally or with any class of creditors of any company or had an administrator or an administrative or other receiver appointed;

(iv) has been a partner in any partnership which, whilst he was a partner, or within 12 months after his ceasing to be a partner, was put into compulsory liquidation or had an administrator or an administrative or other receiver appointed or entered into any partnership voluntary arrangement;

(v) has had an administrative or other receiver appointed in respect of any asset belonging either to him or to a partnership of which he was a partner at the time of such appointment or within the 12 months preceding such appointment; or

(vi) has received any public criticisms by statutory or regulatory authorities (including recognised professional bodies) or 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.

5. Directors' and other interests

(a) Save for the Lord Brennan Option Agreement (as described in paragraph 6 below), no Director, nor any Connected Person (as defined in section 252 of the UK Companies Act 2006) has at the date of this document, or will have immediately following Admission, any interest, whether beneficial or non-beneficial, in the share or loan capital of the Company or any of its subsidiaries or any related financial product referenced to the Ordinary Shares.

(b) The Principals will have a legal and beneficial interest in 50,000 Ordinary Shares each following Admission pursuant to the Shareholders' Agreement.

(c) The Company is aware of the following persons who will be immediately following Admission, interested, directly or indirectly, in 3 per cent. or more of the issued share capital of the Company:

Name	*Number of Ordinary Shares to be held immediately following Admission*	*Percentage of issued share capital to be held immediately following Admission*
Invesco plc	23,600,000	29.50%
Jupiter Asset Management Limited	15,000,000	18.75%
Artemis Investment Management Limited	10,400,000	13.00%
Sisu Capital Limited	10,000,000	12.50%
Hendersons Global Management	8,000,000	10.00%
Metage Capital Limited	3,000,000	3.75%

The Law imposes no requirement on Shareholders to disclose holdings of 3 per cent. (or any greater limit) or more of any class of the share capital of the Company. However, such disclosure is required pursuant to the Articles as described in paragraph 3(i) above.

(d) All Shareholders will have equal voting rights, on a poll, based on the number of Ordinary Shares held. The shareholders listed in paragraph (c) above do not have different voting rights.

(e) The Company is not aware of any person or entity who, directly or indirectly, jointly or severally, will or could exercise control over the Company immediately following Admission and there are no arrangements the operation of which could result in a change of control of the Company.

(f) No Director has or has had any interest in any transaction which is or was unusual in its nature or conditions or significant to the business of the Group and was effected during the current or immediately preceding financial year or was effected during any earlier financial year which remains outstanding and unperformed in any respect.

(g) There are no loans or guarantees granted or provided by the Company to or for the benefit of any of the Directors which are now outstanding.

6. Lord Brennan Option Agreement

On 17 December 2007 the Company granted Lord Dan Brennan (the **"Optionholder"**) an option (**"Option"**) under a stand alone share option agreement (the **"Option Agreement"**), conditional on Admission. The following is a summary of the terms and conditions of the Option Agreement:

(a) The Option

The Option is initially over 400,000 Ordinary Shares. However, the number of Ordinary Shares which may be acquired under the Option is increased by reference to dividends paid by the Company. Specifically, the number of Ordinary Shares subject to the option shall increase on each occasion a dividend is paid by dividing (i) the total net dividend that would be payable in relation to the number of Ordinary Shares subject to the Option immediately prior to the payment of the dividend by (ii) the average closing middle market quotation of an Ordinary Share (as indicated by the AIM Appendix to the Daily Official List) measured over the 20 business days (being any day other than a Saturday or Sunday or English public or bank holiday) immediately preceding the date on which the relevant dividend is declared.

The Option is to be granted on terms that its exercise will be subject to the Optionholder paying any employer's National Insurance contributions due in relation to the Option.

(b) Exercise price

Irrespective of any increase in the number of Ordinary Shares which may be acquired under the Option by virtue of the payment of dividends (see paragraph 6(a) above), the aggregate exercise price payable to exercise the Option in full will be £400,000.

(c) Exercisability

The Option is exercisable following the publication of the Company's statutory accounts after the fifth anniversary of Admission. The Option remains (subject to its terms and conditions) exercisable until the tenth anniversary of Admission.

(d) Lapse of Option

The Option will lapse on the earliest of:

(i) the Optionholder ceasing to be an office holder within the Group unless he is a good leaver (see below);

(ii) the Optionholder being declared bankrupt or charging or creating any security interest over the Option;

(iii) the tenth anniversary of Admission; and

(iv) after a set number of days after the giving of a notice by the Company of certain change of control events.

The exercise of the Option is subject to leaver provisions. Where the Optionholder is a good leaver, due to cessation of office by reason of death, physical or mental injury rendering him unable to perform the duties of his office or any other reason determined in the absolute discretion of the Board, he or his estate will be entitled to exercise the Option in accordance with the terms of the Option Agreement for a period of six months following the cessation of office.

(e) Time pro-rating

Where the Optionholder is a good leaver the proportion of the Option that vests is calculated by reference to the number of days that have elapsed since the date of grant and the cessation of office as a proportion of five (5) years multiplied by the number of Ordinary Shares subject to the Option at that time.

(f) Performance Conditions

Other than continuing to remain an office holder, the Option is not subject to the achievement of any performance conditions.

(g) Manner of Exercise

Within 30 days of the receipt of a notice of exercise (and subject to the satisfaction of the exercise price and applicable tax liabilities), the Ordinary Shares relating to the Option must be issued by the Company or the Company must procure their transfer to the Optionholder and shall issue a definitive certificate in respect of the Ordinary Shares issued or transferred. Ordinary Shares issued or transferred by the Company on the exercise of the Option will rank in full for all dividends and other declared, made or paid after the date of issue or otherwise rank *pari passu* with existing Ordinary Shares.

(h) Change of Control

If any company obtains control of the Company as a result of a takeover offer if a company has become bound or entitled to acquire all the Ordinary Shares the Optionholder may exercise the Option in full during a specified period of time. If the Optionholder does not exercise the Option within such period it shall lapse.

(i) Variation of Share Capital

In the event of a capitalisation issue or offer by way of rights (including an open offer), or upon any sub-division, reduction or consolidation or other variation of the Company's capital, the number of Ordinary Shares that are subject to the Option and/or the exercise price may be adjusted in such manner as the Company (acting in consultation with the remuneration committee if one exists) shall determine to be fair and reasonable.

(j) Amendments and General

No rights under the Option may be transferred by the Optionholder to any other person except in the event of the Optionholder's death when rights will become exercisable by the Optionholder's personal representatives. The Option is not pensionable.

7. Terms of appointment of the Directors

(a) Lord Dan Brennan and Richard Battey were appointed as Directors pursuant to a letter delivered to HM Greffier from the subscribers to the memorandum of association of the

Company on 28 November 2007. John Kermit Birchfield was appointed as a Director pursuant to a shareholder written resolution in accordance with section 73A of the Law dated 3 December 2007. The Directors hold their office in accordance with the Articles. The retirement, disqualification and removal provisions relating to the Directors are summarised at paragraph 3(n) of this Part 7.

(b) Each of the Directors has signed a letter of appointment dated 17 December 2007 with the Company providing for him to act as a non-executive director of the Company. Their annual fees are as follows:

Name	*Annual Fee (£)*
Lord Dan Brennan	100,000
Kermit Birchfield	50,000
Richard Battey	60,000

Lord Brennan has also been granted the option as described in paragraph 6 above.

(b) The appointment of each of the Directors is terminable by three months' notice in writing by either party, the expiry of such notice period to be after the expiry of one year from Admission. No benefits are payable to any of the Directors upon termination of their engagement with the Company other than in respect of fees and expenses accrued to the date of termination.

(c) Save as set out in this paragraph 7, on Admission there will be no existing or proposed service agreements or appointment letters between the Directors and the Company. Furthermore, there are no commissions or profit-sharing arrangements with any of the Directors.

(d) The aggregate remuneration payable by the Company (including bonuses and benefits in kind) to the Directors in respect of the period ending 31 December 2008 under the arrangements in force at the date of this document is expected to amount to approximately £250,000.

(e) There is no arrangement under which any Director has waived or agreed to waive future emoluments nor has there been any waiver of emoluments during the financial year immediately preceding the date of this document.

8. Principal establishments

The Company's registered office and principal place of business is at Bordeaux Court, Les Echelons, St. Peter Port, Guernsey GY1 6AW, Channel Islands. The Company's telephone number is +44 1481 715167.

9. Pensions

The Company does not operate any pension arrangements.

10. Arrangements relating to the Placing

On 17 December 2007, the Company (1), the Directors (2), Richard W. Fields (3), Timothy D. Scrantom (4), the Investment Manager (5) and Cenkos Securities (6) entered into the Placing Agreement pursuant to which Cenkos Securities has agreed, conditionally upon, *inter alia*, Admission taking place not later than 21 December 2007 and consent being obtained from the GFSC to use its reasonable endeavours to procure subscribers for the new Placing Shares at the Placing Price.

Under the Placing Agreement Cenkos Securities will receive (exclusive of VAT) a commission of 3 per cent. of the aggregate value at the Placing Price of the Ordinary Shares in issue following Admission together with a corporate finance fee of £500,000 to be paid by the Company. The Company has agreed to pay all other costs, charges and expenses of, or incidental to, the Placing and the application for Admission and related arrangements.

The Company has also granted Cenkos Securities (conditional upon Admission) the Cenkos Securities Warrant (as described in paragraph 11(j) of this Part 7.

The Placing Agreement, which contains certain warranties, undertakings and indemnities by the Company and the Investment Manager in favour of Cenkos Securities and certain warranties and undertakings from the Directors in favour of Cenkos Securities, is conditional, *inter alia*, on (i) Admission occurring not later than 21 December 2007 (or such later date as the Company Cenkos Securities may agree not being later than 31 December 2007) and (ii) none of the warranties given to Cenkos Securities prior to Admission being untrue, inaccurate or misleading in any material respect.

Cenkos Securities may terminate the Placing Agreement in specified circumstances, including for material breach of warranty at any time prior to Admission and in the event of force majeure at any time prior to Admission.

11. Material Contracts

The following are the only contracts (not being contracts entered into in the ordinary course of business) which have been entered into by the Company since incorporation and which are, or may be, material to the Company:

(a) The Placing Agreement, as described more fully in paragraph 10 above;

(b) The Management Agreement pursuant to which the Investment Manager will be responsible for identifying, procuring, evaluating, negotiating, completing, monitoring and managing investments on behalf of the Company. Provided that the proposed investments are less than or equal to $10 million, otherwise comply with the Company's investment policy and do not breach any of the investment restrictions imposed by the Board from time to time, the Investment Manager will have the power and authority to make such investments on behalf of the Company without the prior approval of the Board. If the proposed investments fall outside of the investment policy or procedures and/or breach any of the investment restrictions, the Board must first approve the Company making such investment.

    In addition, if relevant legal and ethical restrictions permit an investment to be implemented as either a direct investment by the Company or a loan to FSUS or other law firm, the Investment Manager must consult the Board and the Board must determine how the proposed investment will be made.

    The investment objective and policy, procedures and restrictions set by the Board (being those set out in paragraph 4 of Part 3 of this document) can be altered from time to time by the Board if it considers it appropriate to do so (subject to compliance with the AIM Rules for Companies).

    Under the Management Agreement, the Investment Manager will receive both a management fee and a performance fee as described in paragraph 4 of Part 3 of this document. The Company will also reimburse the Investment Manager in respect of due diligence costs (being costs for specialist services not within the expertise of the Investment Manager or its delegates), reasonable out of pocket expenses and certain other expenses incurred by the Investment Manager in carrying out its duties under the Management Agreement.

    For the term of the Management Agreement, the Investment Manager has undertaken not to perform any management or advisory services for any entity investing in, or intending to invest in, any litigation funding activities.

    With the written consent of the Company, the Investment Manager may sub-contract or delegate all or any of its functions or activities under the Management Agreement to third parties (not being employees of the Investment Manager). The payment of all fees, costs or expenses of such delegates is to be borne solely by the Investment Manager.

The Management Agreement has an initial term of six years and will be automatically renewed for separate and successive three year terms thereafter, unless terminated by either the Company or the Investment Manager giving to the other not less than six months' prior written notice of its intent not to renew at the end of the initial term or any renewal term. The agreement may also be terminated where, amongst other things, there is a commencement of a winding-up of one of the parties or any other similar event of insolvency or if the other party is in material breach of the Management Agreement and such breach is not remedied within 60 days' notice to remedy such breach.

The Company may also terminate the Management Agreement:

- where both of the Principals are unable to perform their services to the Investment Manager and no person(s) acceptable to the Company have been found to replace them within six months;
- if the Company is unable to carry on a material portion of its business activities because of a significant legal prohibition and such prohibition shall not have been removed within six months of its having come into effect; or
- if the Principals or their delegates are found to have been responsible for gross mismanagement in the nature of fraud, wilful default or gross negligence, and they shall not have corrected the matter in question within thirty days of receipt of notice from the Company in a manner acceptable to the Company.
- at any time after the third anniversary of Admission by giving notice in writing to the Investment Manager should the Company's investments decline to a Net Asset Value of less than 50 per cent. of the Net Asset Value immediately following Admission; or
- following a Shareholder vote to wind-up the Company, as contemplated by this document, by giving not less than six months' notice in writing to the Investment Manager at any time after such Shareholder vote.

The Company is prevented from making a distribution to Shareholders where such distribution would result in the Net Asset Value falling below £80 million.

The Management Agreement contains an indemnity from the Company in favour of the Investment Manager and its employees against claims against the Investment Manager by third parties except where the relevant loss arises from the gross negligence, wilful default or fraud of any officer, employee, agent or delegate of the Investment Manager except the Investment Manager shall in no circumstances be liable for any act or omission of any of its delegates which constitute fraud, wilful default or gross negligence provided the Investment Manager has exercised reasonable care and good faith in the selection, supervision and monitoring of any such person as a delegate.

(c) The administration agreement (the "**Administration Agreement**") dated 17 December 2007 between the Company and the Administrator pursuant to which the Administrator has agreed to provide day to day administration and secretarial services to the Company. The Administrator has agreed to calculate and publish the Net Asset Value on a quarterly and annual basis in accordance with investment valuation policy and the accounting policies of the Company as reviewed and amended by the Board from time to time and notified to the Administrator in writing. In consideration for its services, and in addition to set up fees of £40,000, the Administrator shall receive an annual administration fee of 0.15 per cent. of the Company's Net Asset Value subject to a minimum of £120,000. The Administration Agreement is terminable by not less than six months' notice in writing and in certain other circumstances, including material breach of the terms of the agreement by either party.

The Administration Agreement contains provisions limiting the liability of the Administrator in the absence of any act of negligence, fraud or wilful default. Except in certain limited cases, the Company undertakes to hold harmless and indemnify the

Administrator against all claims brought against it in relation to its performance or non-performance of its duties under the Administration Agreement.

(d) An engagement letter (the "**Nomad and Broker Letter**") dated 17 December 2007 between the Company and Cenkos Securities under which Cenkos Securities is appointed as the Company's nominated adviser and broker with effect from Admission. The Nomad and Broker Letter provides that Cenkos Securities will be paid a retainer of £50,000 per annum (plus VAT) in respect of its ongoing services as the Company's nominated adviser and broker commencing on Admission.

Under the Nomad and Broker Letter, the Company has given certain warranties, representations and undertakings to Cenkos Securities. The Company has also agreed to consult and discuss with Cenkos Securities certain announcements and statements and to provide Cenkos Securities with certain information to allow Cenkos Securities to perform its duties. The Company has provided an indemnity to Cenkos Securities, subject to certain limited exceptions, in respect of the services Cenkos Securities provides under the Nomad and Broker Letter. The Nomad and Broker Letter is terminable by either party on 2 months' notice and immediately in certain other circumstances.

(e) The key men undertaking (the "**Key Men Undertaking**") entered into between Richard W. Fields, Timothy D. Scrantom, the Company and the Investment Manager, pursuant to which the Principals have, *inter alia*:

- given certain undertakings to the Company and the Investment Manager including to use all reasonable care, diligence and skill in rendering the services required of them under the service agreements with the Investment Manager and the services required of the Investment Manager under the Management Agreement and to perform all their duties well and to faithfully serve the interests of the Company and the Investment Manager;
- undertaken, represented and warranted to the Company and the Investment Manager that they will hold and maintain all the authorities necessary for the purposes of carrying out the obligations of the Investment Manager under the Management Agreement and in relation to FSUS and any other law firms established by them;
- agreed to devote such time to the provision of the services required of them as is required to ensure the proper performance of such services;
- agreed, if so required by the Board, to attend meetings of the Board at such times as the Board may reasonably require; and
- undertaken not without the prior written consent of the Company (which consent the Company may withhold in its absolute discretion) to undertake any management or advisory services for any person investing in, or intending to invest in, any litigation finance activities. However, the Principals are not restricted from working for FSUS or any other entities established by the Principals in the private practice of law or for the Investment Manager in order to carry out their respective duties under the Management Agreement and the Facility.

The Principals shall not be liable to the Company or the Investment Manager under or pursuant to the Key Men Undertaking, their service agreements with the Investment Manager or the Management Agreement for:

- the success or failure of the investment policy pursued or any loss or failure to take profit or advantage incurred in relation to the retention, purchase or sale of any investments or the failure or write-off of any investment;
- the taxation consequences of the retention, purchase or sale of any investment;

- any error of fact, law or judgment or any action lawfully taken or omitted to be taken by either Principals or the Investment Manager in good faith on the advice of legal, tax or accounting advisers of the appropriate jurisdiction,

except to the extent that the Company or the Investment Manager suffers loss as a result of fraud or wilful default or gross negligence on the part of either Principal, provided always that the Key Men shall in no circumstances be liable for any act or omission of any of their delegates which constitute fraud, wilful default or gross negligence where the Principals have exercised reasonable care and good faith in the selection, supervision and monitoring of any such person as a delegate.

(f) The Shareholders' Agreement relating to the establishment of the Investment Manager pursuant to which:

- the Company agrees to use a portion of the Placing proceeds to subscribe in cash for 150,000 ordinary shares in the Investment Manager at a price of £100 per share (the "**Juridica IM Shares**");
- simultaneous with the subscription for the Juridica IM Shares, the Investment Manager agrees to acquire 1,500,000 Ordinary Shares, comprising 1,499,998 new Ordinary Shares and the two Subscriber Shares, at a price of 100p per Ordinary Share; and
- the Company agrees to issue 50,000 Ordinary Shares to each of the Principals as reimbursement of pre-IPO costs incurred by them prior to Admission.

The Investment Manager must have not less than two directors at all times and at least two such directors must be residents of Guernsey. Each significant shareholder, being any shareholder holding not less than 11 per cent. of the issued share capital of the Investment Manager, (namely the Company, RKF Trust and LTS Trust) is entitled to appoint one director (an "**Investor Director**"). The Investor Director appointed by the Company must be a resident of Guernsey. The board of the Investment Manager has the power to appoint any person to be the second Guernsey resident director. From Admission, the initial directors of the Investment Manager will be Richard W. Fields, Peter Radford, Timothy D. Scrantom and Richard Battey.

At the first meeting of the board of directors of the Investment Manager after Admission, the board will delegate to the Principals the power and authority to deal with the day-to-day business of the Investment Manager, and deal with all matters arising under the Management Agreement. In addition, the Principals have the power to approve the payment of all operating costs, salaries, bonuses and other fees provided all such payments in any given year can be paid in full out of the management fee payable to the Investment Manager under the Management Agreement. The Principals also have discretion to pay cash bonuses of other employee incentives, other than to the Principals or their Connected Persons, out of the performance fee earned by the Investment Manager provided such payments do not exceed 5 per cent. of the performance fee received in the relevant period. The Principals may also award share options to employees up to an aggregate total of 5 per cent. of the issued share capital of the Investment Manager. The delegation of these powers to the Principals shall cease if they cause the Investment Manager to be in material breach of the Management Agreement or both Principals are incapacitated or charged with any felony.

The Investment Manager and the Principals have agreed not to take certain actions without prior consent of each significant shareholder. Such actions include material changes to the Investment Manager's business, the making of loans to the Principals or shareholders of the Investment Manager, the variation of material contracts and the allotment of shares or other securities (other than as described above).

The parties have agreed to certain restrictions on their ability to transfer shares in the Investment Manager. Subject to certain limited exceptions, share transfers are subject to pre-emption rights.

If, six (6) years after Admission, a third party (other than a person connected with any of the significant shareholders or the Principals) makes an offer to acquire the entire issued share capital of the Investment Manager and such offer is accepted by shareholders representing not less than 60 per cent. of the issued share capital, the remaining shareholders can be bound to accept or be deemed to have accepted such offer. In the event any proposed share transfer would result in any person owning in excess of 30 per cent. of the shares in the Investment Manager the proposed transferee must offer to purchase all of the issued and outstanding shares of the Investment Manager on the same terms including price.

If the Management Agreement is terminated by the Company for any reason (other than for material breach of the Management Agreement by the Investment Manager) or the Company goes into liquidation or receivership, RKF Trust and LTS Trust have the right to buy the Juridica IM Shares at fair market value as determined by an independent expert.

The parties have agreed to a restrictive covenant which will restrict all shareholders (including the Company) and their connected persons (including, in the case of the trusts, the Principals) from competing with the Investment Manager for so long as the shareholders hold shares in the Investment Manager and for a period of 12 months after they cease to hold such shares.

(g) The Facility pursuant to which the Company has agreed to make available to FSUS a facility of up to 50 per cent. of the net proceeds of the Placing (after making the investment in the Investment Manager as described in this document) less any loans made to other law firms for investments by FSUS in Qualifying Agreements. Further details of the Facility are described in paragraph 5 of Part 3 of this document.

(h) The security agreement dated 17 December 2007 between the Company (1) and FSUS (2) pursuant to which the Company has been granted a continuing lien and security interest (to the extent permitted by applicable rules of professional ethics) in all existing and future assets and property of FSUS in order to secure the prompt performance by FSUS of all its obligations under the Facility.

(i) The Lord Brennan Option Agreement, as described in paragraph 6 of this Part 7.

(j) The Cenkos Securities Warrant pursuant to which Cenkos Securities has been granted the right to subscribe for 800,000 Ordinary Shares at 130p per Ordinary Share at any time between Admission and the date five years following Admission. The Cenkos Securities Warrant contains certain usual anti-dilution provisions.

(k) The Registrar Agreement whereby the Registrar is appointed to act as registrar of the Company. The Registrar Agreement specifies various fees which the Registrar will charge for performing its duties as registrar. The Registrar Agreement may be terminated by either the Company or the Registrar giving not less than three months' notice in writing, not to expire before the first anniversary of the Registrar Agreement coming into effect, or otherwise in circumstances where the Company or the Registrar goes into liquidation or where either party commits and fails to make good a material breach of the Registrar Agreement. The Registrar Agreement will also terminate if the Registrar ceases to hold a required licence, consent, permit or registration. The Registrar Agreement contains an indemnity in favour of the Registrar against claims by third parties except to the extent that the claim arises from the fraud, negligence or wilful default of the Registrar or a breach by the Registrar of the Registrar Agreement or various laws or rules as set out in the agreement.

12. Related party transaction

Save as disclosed in paragraph 11 of this Part 7 and in Paragraph 14 of Section B of Part 5 of this document, there are no transactions which, as a single transaction or in their entirety, are or may be material to the Company and have been entered into by the Company with a Related Party since incorporation.

13. Working capital

Having made due and careful enquiry, the Directors are of the opinion that, taking into account the net proceeds of the Placing, the Company will have sufficient working capital available for its present requirements, that is, for at least the 12 months following the date of Admission.

14. Litigation and arbitration

The Company is not and has not been involved in any legal or arbitration proceedings which may have, or have had since the Company's incorporation, a significant effect on the Company's financial position or profitability, nor are there any such proceedings pending or threatened against the Company of which the Company is aware.

15. Mandatory bids, squeeze-out and sell-out rules relating to the Ordinary Shares

Mandatory bids

The City Code on Takeovers and Mergers applies to the Company from Admission. Under Rule 9 of the City Code, if:

(a) a person acquires an interest in shares in the Company which, when taken together with shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights in the Company; or

(b) a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested,

the acquiror and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel on Takeovers and Mergers) to make a cash offer for the outstanding shares in the Company at a price not less than the highest price paid for any interests in the Ordinary Shares by the acquiror or its concert parties during the previous 12 months.

Compulsory Acquisition

Guernsey company law does not contain statutory provisions which, in a takeover context, require the compulsory acquisition of shares held by shareholders who have not assented to a general offer. However, the Amalgamation of Companies Ordinance, 1997 (as amended) permits, subject to its terms, two or more companies to amalgamate and continue as one company provided that not less than one of the amalgamating companies is registered in Guernsey. This process operates as a squeeze-out of minority interests in effect and such amalgamation, *inter alia*, requires only approval by special resolution of members of each amalgamating company. Furthermore, as set out in paragraph 3(m) of this Part 7, the Company's articles contain provisions by which an offeror for the Company's shares, who acquires:

(i) not less than 90 per cent. in value of the Ordinary Shares to which the offer relates; or

(ii) where the Ordinary Shares (or the relevant class of shares) to which the offer relates are voting shares, not less than 90 per cent. of the voting rights carried by those shares,

is able to compulsorily acquire the remaining shares, or can be required to do so by the holders of the remaining shares.

16. General

(a) PricewaterhouseCoopers CI LLP, a member of the Institute of Chartered Accountants in England and Wales, has given and has not withdrawn its written consent to the inclusion of its Accountants report in Part 5 of this document in the form and context in which it is included.

(b) Cenkos Securities has given and has not withdrawn its written consent to the issue of this document with the inclusion herein of its name in the form and context in which it is included.

(c) The Investment Manager has given and has not withdrawn its written consent to the issue of this document with the inclusion herein of its name in the form and context in which it is included.

(d) The gross proceeds of the Placing are expected to amount to approximately £78.4 million. The costs and expenses of, and incidental to, Admission and the Placing will be borne by the Company and are expected to be approximately £4 million (excluding VAT).

(e) There are no arrangements in place under which future dividends are to be waived or agreed to be waived.

(f) Other than the current application for Admission, the Ordinary Shares have not been admitted to dealings on any recognised investment exchange nor has any application for such admission been made or refused nor are there intended to be any other arrangements for dealings in the Ordinary Shares. The Ordinary Shares have not been sold, nor are they available, in whole or in part, to the public in conjunction with the application for Admission.

(g) The Directors are not aware of any exceptional factors which have influenced the Company's activities.

(h) Save as set out in Part 1 of this document, the Directors are not aware of any patents or other intellectual property rights, licences or particular contracts which are or may be of fundamental importance to the Company's business.

(i) Save for the Placing arrangements, there has been no significant change in the trading or financial position of the Company since its incorporation.

(j) Save as disclosed in paragraph 11 above and the 100,000 Ordinary Shares to be issued to the Principals as compensation for certain pre-IPO expenses, no person (excluding the Company's professional advisers to the extent disclosed elsewhere in this document and trade suppliers) in the 12 months preceding the Company's application for Admission received, directly or indirectly, from the Company or has entered into any contractual arrangements to receive, directly or indirectly, from the Company on or after Admission any of the following:

   (i) fees totalling £10,000 or more;

   (ii) securities in the Company with a value of £10,000 or more calculated by reference to the Placing Price; or

   (iii) any other benefit with a value of £10,000 or more at the date of Admission.

(k) The Placing Price is payable in full in cash on acceptance. Monies received from applicants pursuant to the Placing will be held by Cenkos Securities until such time as the Placing Agreement becomes unconditional in all respects. If the Placing Agreement does not become unconditional in all respects by 21 December 2007 (or such later date as Cenkos Securities, the Investment Manager and the Company may agree, not being later than 31 December 2007), application monies will be returned to applicants at their own risk without interest.

(l) The Company has not had any employees since its incorporation and, as at the date of this document, the Company does not have any subsidiaries.

(m) Cenkos Securities and the Principals are or may be promoters of the Company. Save as disclosed in paragraphs 10 and 11 of Part 7 of this document, no amounts of cash, securities or other benefits have been paid or given to the promoters or any of their subsidiaries since the incorporation of the Company and none are intended to be paid or given.

(n) Where information contained in this document has been sourced from a third party, the Company confirms that such information has been accurately reproduced and, so far as the Company is aware and is able to ascertain from the information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

(o) The Directors, in accordance with the AIM Rules for Companies, will at each annual general meeting of the Company seek Shareholder approval of the Company's investing strategy.

(p) The Company expects a typical investor in the Company will be in institutional investor or high net worth individual with a large portfolio of investments.

(q) Copies of this document are available for collection free of charge during normal office hours on any day (except Saturday, Sunday, bank and public holidays) from the offices of Cenkos Securities Plc, 6.7.8 Tokenhouse Yard, London EC2R 7AS for a period of one month from Admission.

Dated: 17 December 2007

DEFINITIONS

The following definitions apply throughout this document, unless the context requires otherwise:

"Adjusted Net Asset Value"	The Net Asset Value of the Company at the relevant time, after accruing for the annual management fee but not taking into account any liability of the Company for accrued performance fees and after (i) deducting any unrealised gains on investments and (ii) adding the amount of any write downs with respect to investments which have not been written off.
"Administrator"	Bordeaux Services (Guernsey) Limited
"Admission"	the admission of the Ordinary Shares to trading on AIM becoming effective in accordance with the AIM Rules for Companies
"AIM"	AIM, a market operated by the London Stock Exchange
"AIM Rules for Companies"	the rules for AIM companies published by the London Stock Exchange
"AIM Rules for Nominated Advisers"	the rules for nominated advisers to AIM companies published by the London Stock Exchange
"Articles"	the articles of association of the Company in force from time to time
"Board" or "Directors"	the directors of the Company (the first of whose names are set out on page 4 of this document) including any duly appointed committee thereof
"Business Claims"	as defined on page 19 of this document
"Cenkos Securities"	Cenkos Securities plc
"Cenkos Securities Warrant"	the instrument dated 17 December 2007 pursuant to which Cenkos Securities was granted the right to subscribe for 800,000 Ordinary Shares at 130p per Ordinary Share conditional upon Admission
"Combined Code"	the code of best practice including the principles of good governance published in June 2006 by the Financial Reporting Council
"Company"	Juridica Investments Limited
"CREST"	the relevant system (as defined in the Uncertificated Securities Regulations 2001) in respect of which CRESTCo is the operator (as defined in the Uncertificated Securities Regulations 2001)
"CRESTCo"	Euroclear UK & Ireland Limited, the operator of CREST
"dollars" or "$"	the lawful currency of the US
"Facility"	the line of credit facility dated 17 December 2007 between the Company and FSUS under which the Company will make funds available for investment by FSUS as described in paragraph 5 of Part 3
"FSMA"	the Financial Services and Markets Act 2000
"FSUS"	Fields & Scranton PLLC

"GFSC"	Guernsey Financial Services Commission
"IFRS"	International Financial Reporting Standards as adopted in the European Union
"Investment Manager"	Juridica Management Limited
"Law"	Companies (Guernsey) Law, 1994 as amended
"London Stock Exchange"	London Stock Exchange plc
"Lord Brennan Options Agreement"	the agreement dated 17 December 2007 between the Company and Lord Dan Brennan pursuant to which Lord Dan Brennan was granted options over Ordinary Shares as further described in paragraph 6 of Part 7 of this document
"Management Agreement"	the agreement dated 17 December 2007 between the Company and the Investment Manager, details of which are set out in paragraph 4 of Part 3 of this document
"Net Asset Value" and "Net Asset Value per Ordinary Share"	respectively the net asset value of the Company and the net asset value of an Ordinary Share, calculated in accordance with the investment valuation policy and the accounting policies of the Company from time to time
"Net Proceeds"	the aggregate net cash proceeds of the Placing (after deductions of all expenses and commissions relating to such Placing and Admission and payable by the Company)
"Official List"	the Official List of the UK Listing Authority
"Ordinary Shares"	ordinary shares of no par value each in the share capital of the Company
"Placing"	the conditional placing of the Placing Shares by Cenkos Securities, at the Placing Price pursuant to the Placing Agreement
"Placing Agreement"	the conditional agreement dated 17 December 2007 between the Company, the Directors, the Investment Manager and Cenkos Securities relating to the Placing, summary details of which are set out in paragraph 10 of Part 7 of this document
"Placing Price"	100p per Placing Share
"Placing Shares"	the 78,400,000 new Ordinary Shares to be allotted and sold pursuant to the Placing
"Principals"	Richard Fields and Timothy Scrantom
"Prospectus Rules"	the prospectus rules of the Financial Services Authority made under Part VI of the FSMA
"Qualifying Agreement"	an agreement entered into by FSUS and an originating law firm whereby FSUS makes a commitment to pay money to an originating law firm to be used by that firm to fund its participation in a claim
"Registrar"	Capita Registrars (Guernsey) Limited
"Registrar Agreement"	the agreement dated 17 December 2007 between the Company and the Registrar, details of which are set out in paragraph 11(k) of Part 7 of this document
"Related Party"	any party with whom the Company transacts which is deemed to be a related party for the purposes of IAS 24

''Securities Act''	the Securities Act of 1933, as amended, of the United States and the regulations promulgated thereunder
''Shareholders''	holders of Ordinary Shares
''Shareholders' Agreement''	the shareholders' agreement dated 17 December 2007 between the Investment Manager, the Company, RKF Trust, LTS Trust, Timothy D. Scrantom and Richard W. Fields relating to the establishment of the Investment Manager
''sterling''	the lawful currency of the UK
''UK'' or ''United Kingdom''	the United Kingdom of Great Britain and Northern Ireland
''UK Listing Authority'' or ''FSA''	the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the FSMA and in the exercise of its functions in respect of admission to the Official List
''United States'' or ''US''	The United States of America, its territories and possessions, any state of the United States and the District of Columbia

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