



Science behind the image

29 November 2006

Offshore Hydrocarbon Mapping plc (“OHM” or “the Company”)

Placing of 1.5 million new ordinary shares raises approximately £1.9 million (the “Placing”)

Offshore Hydrocarbon Mapping plc (AIM:OHM), a provider of remote electromagnetic sensing services, is pleased to announce that KBC Peel Hunt Ltd (“KBC Peel Hunt”) has conditionally placed 1.5 million new ordinary shares of 1p each (“Placing Shares”) (representing approximately 5% of the Company’s issued share capital) at 125p per Ordinary Share (“Placing Price”) raising approximately £1.9 million (approximately £1.8 million after expenses) (“Placing Proceeds”). The Placing Price represents a discount of 2.7% to the closing mid-market price of 128.5p on 28 November 2006.

The Placing Proceeds are intended to enable the Company to commit to long lead items to equip its planned third survey crew as well as to provide working capital flexibility during the upcoming five-month Controlled Source Electromagnetic survey programme in West Africa and the Falkland Islands, as announced on 14 November 2006.

The Company has to fund large mobilisations in connection with orders in West Africa and the Falkland Islands, and has a number of significant tenders outstanding which, if they were to be awarded to the Company, would result in further working capital requirements.

Activity level is also nearing the point at which the Company must consider commitment to a third field crew and funds are required now to allow construction slots to be secured for long lead time items with the company’s suppliers. The company will also be embarking on a campaign to recruit and train personnel for this anticipated activity increase.

The Company continues to remain confident that it is not infringing Electromagnetic Geoservices AS’s patented technology as alleged and that this claim to the High Court in London, as announced on 5 October 2006, should have no impact on the Company’s business.

Dave Pratt, CEO of Offshore Hydrocarbon Mapping plc, said:

“Our order book and enquiry levels are very strong and the funds raised in this Placing, our first since admission to trading on AIM in March 2004, will help sustain the positive momentum.”

The Placing Shares will be issued credited as fully paid and will rank *pari passu* in all respects with the existing ordinary shares of 1p each (“Ordinary Shares”), including the right to receive any future dividends and other distributions. The Placing is conditional on admission of the Placing Shares to trading on the AIM Market of London Stock Exchange plc (“AIM”) (“Admission”). Attention is drawn to the detailed terms and conditions of the Placing described in the appendix to this announcement.

Application has been made for Admission and it is expected that dealings in the Placing Shares will commence at 8.00 a.m. on 5 December 2006. Following the Placing, the number of Ordinary Shares in issue will be 31,549,652.

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This announcement is for information purposes only and does not constitute an offer or invitation to acquire or dispose of any securities or investment advice in any jurisdiction.

KBC Peel Hunt, which is authorised and regulated by the Financial Services Authority, is acting exclusively for the Company and for no one else solely in connection with the Placing and will not be responsible to anyone other than the Company for providing the protections afforded to the customers of KBC Peel Hunt or for providing advice in relation to the Placing.

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.

This written announcement is not an offer of securities for sale or a solicitation of any offer to subscribe for or to purchase securities in the United States. Placing Shares may not be offered or sold in the United States absent registration under the US Securities Act of 1933, as amended (the 'US Securities Act') or an exemption therefrom. The Company has not and does not intend to register any securities under the US Securities Act or any other foreign legislation and does not intend to offer any securities to the public in the United States or any other jurisdiction where it would be unlawful so to do without complying with registration requirements. No money, securities or other consideration from any person inside the United States is being solicited and, if sent will not be accepted accept pursuant to an exemption from, or as part of a transaction not subject to, the registration requirements of the US Securities Act and the securities laws of any applicable state absent registration. The Placing Shares have not been and will not be registered with any regulatory authority of any state within the United States.

APPENDIX: TERMS AND CONDITIONS OF THE PLACING

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX (TOGETHER, 'THIS ANNOUNCEMENT'), IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES, CANADA, AUSTRALIA, NEW ZEALAND, REPUBLIC OF SOUTH AFRICA, REPUBLIC OF IRELAND OR JAPAN

IMPORTANT INFORMATION ON THE PLACING FOR PLACEES ONLY

Members of the public are not eligible to participate in the Placing. This announcement and the terms and conditions set out herein are directed only at persons whose ordinary activities involve them in acquiring, holding, managing and disposing of investments (as principal or agent) for the purposes of their business and who have professional experience in matters relating to investments and fall within article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") or are persons who fall within article 49(2)(a) to (d) ('high net worth companies, unincorporated associations, etc') of the order or to whom it may otherwise lawfully be communicated (all such persons together being referred to as "Permitted Persons"). This announcement and the terms and conditions set out herein must not be acted on or relied on by persons who are not Permitted Persons. Any investment or investment activity to which this Appendix and the terms and conditions set out herein relates is available only to Permitted Persons and will be engaged in only with Permitted Persons. Persons distributing this announcement and this appendix must satisfy themselves that it is lawful to do so. This announcement and this appendix does not constitute an offer for sale or subscription of any securities in the Company. The Placing Shares have not been and will not be registered under the US Securities Act of 1933, as amended (the "US Securities Act") or under any applicable State securities laws, and may not be offered or sold in the United States except pursuant to an exemption from, or as a part of a transaction not subject to, the registration requirements of the US Securities Act and the securities laws of any applicable State absent registration or any other jurisdiction where it would be unlawful so to do without complying with registration requirements.

Persons who chose to participate in the Placing ("Placees") are deemed to have read and understood this Announcement in its entirety and to be making such offer on the terms and conditions contained in this Appendix, and to be providing the representations, warranties, agreements, acknowledgements and undertakings, in each case as contained in this Appendix.

In particular, each Placee represents, warrants and acknowledges that it:

- is a Permitted Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business; and
- is outside the United States and is acquiring the Placing Shares in an 'offshore transaction' (within the meaning of Regulation S under the US Securities Act).

This Announcement does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for Ordinary Shares in the United States, Canada, Australia, New Zealand, Republic of South Africa, Republic of Ireland or Japan or in any other jurisdiction in which such offer or solicitation is or may be unlawful and the information contained herein is not for publication or distribution to persons in the United States, Canada, Australia, New Zealand, Republic of South Africa, Republic of Ireland or Japan or any jurisdiction in which such publication or distribution is unlawful. Persons receiving this Announcement (including, without limitation, custodians, nominees and trustees) must not distribute, mail or send it in, into or from the United States, or use the United States mails, directly or indirectly, in connection with the Placing, and by so doing may invalidate any related purported application for Placing Shares. The Placing Shares have not been and will not be registered under the US Securities Act or under the securities laws of any State or other jurisdiction of the United States, and, subject to certain exceptions from the

appropriate requirements of such jurisdiction, may not be offered or sold, resold or delivered, directly or indirectly in or into the United States, or to, or for the account or benefit of, US persons (as defined in Regulation S within the meaning of the US Securities Act). No public offering of the Placing Shares is being made in the United States. The Placing Shares are being offered and sold outside the United States in reliance on Regulation S. Until the expiration of 40 days after the closing of the Placing, an offer or sale of the Placing Shares sold in reliance upon Regulation S within the United States or to, or for the account or benefit of, US persons may violate the registration requirements of the US Securities Act.

The distribution of this Announcement and the Placing and/or issue of Ordinary Shares in certain other jurisdictions may be restricted by law. No action has been taken by the Company or KBC Peel Hunt that would permit an offer of Ordinary Shares or possession or distribution of this Announcement or any other offering or publicity material relating to such Ordinary Shares in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement comes are required by the Company and KBC Peel Hunt to inform themselves about and to observe any such restrictions.

KBC Peel Hunt has today entered into a placing agreement (the "Placing Agreement") with the Company whereby KBC Peel Hunt has, on the terms and subject to the conditions set out therein, agreed to use its reasonable endeavours as agent for and on behalf of the Company to procure Placees for the Placing Shares. The Company has given certain warranties for the benefit of KBC Peel Hunt and the Placees in relation, among other things, to the carrying out of the Placing and the current state of the business of the Company.

The Placing Shares will be issued credited as fully paid, will be issued subject to the memorandum and articles of association of the Company and will rank *pari passu* in all respects with the existing Ordinary Shares, including the right to receive any future dividends and other distributions.

Application has been made for Admission and it is expected that dealings in the Placing Shares will commence at 8.00 a.m. on 5 December 2006. Following the Placing, the number of Ordinary Shares in issue will be 31,549,652.

Each Placee's obligations are owed to the Company and to KBC Peel Hunt. Each Placee has an immediate, separate, irrevocable and binding obligation, owed to KBC Peel Hunt, to pay to it (or as it may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares such Placee has agreed to subscribe for.

All obligations under the Placing will be subject to fulfilment of the conditions referred to below under "Conditions of the Placing".

Conditions of the Placing

The Placing is conditional on the Placing Agreement becoming unconditional in all respects and not having been terminated in accordance with its terms. The obligations of KBC Peel Hunt under the Placing Agreement are conditional, *inter alia*, on:

- (a) The Placing Agreement having become unconditional in all respects and not having been terminated prior to Admission; and
- (b) Admission taking place not later than 8.00 a.m. on 5 December 2006 or such later date (not being later than 12 December 2006) as the Company and KBC Peel Hunt may in their discretion determine;

If (a) any of the conditions contained in the Placing Agreement are not fulfilled or waived by KBC Peel Hunt by the respective time or date where specified (or such later time or date as KBC Peel

Hunt and the Company may agree but not later than 8.00 a.m. on 12 December 2006), (b) any such condition becomes incapable of being fulfilled and KBC Peel Hunt informs the Company that it will not waive such condition or (c) the Placing Agreement is terminated in the circumstances specified below, the Placing will lapse and the Placees' rights and obligations hereunder shall cease and terminate at such time and each Placee agrees that no claim can be made by or on behalf of the Placee (or any person on whose behalf the Placee is acting) in respect thereof.

By participating in the Placing, each Placee agrees that its rights and obligations cease and terminate only in the circumstances described above and under "Right to terminate the Placing Agreement" below and will not be capable of rescission or termination by it.

KBC Peel Hunt may, in its absolute discretion, waive or extend the time for fulfilment of any of the conditions in the Placing Agreement, save provided that such extension shall not be beyond 8.00 a.m. on 12 November 2006 and save that KBC Peel Hunt will not waive the condition that Admission takes place. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

Neither KBC Peel Hunt nor the Company shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision either of them may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision either of them may make as to the satisfaction of any condition or in respect of the Placing generally.

Right to terminate the Placing Agreement

KBC Peel Hunt may, at any time before Admission, terminate the Placing Agreement in accordance with the terms of the Placing Agreement in certain circumstances which are usual for a transaction of this nature, including circumstances of force majeure or material adverse changes in the financial markets, as more particularly described in the Placing Agreement.

If the obligations of KBC Peel Hunt under the Placing Agreement are terminated in accordance with its terms, the rights and obligations of each Placee in respect of the Placing as described in this Announcement shall cease and terminate at such time and no claim can be made by any Placee in respect thereof. By participating in the Placing each Placee agrees with KBC Peel Hunt that the exercise by KBC Peel Hunt of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of KBC Peel Hunt and that KBC Peel Hunt need not make any reference to any such Placee and that KBC Peel Hunt shall have no liability whatsoever to any such Placee (or to any other person whether acting on behalf of a Placee or otherwise) in connection with the exercise of such rights.

No Prospectus

No prospectus has been or will be submitted to be approved by the Financial Services Authority ("FSA") in relation to the Placing and Placees' commitments have been made solely on the basis of the information contained in this Announcement. Each Placee, by accepting a participation in the Placing, agrees and confirms that it has neither received nor relied on any other information, representation, warranty or statement made by or on behalf of KBC Peel Hunt or the Company and neither the Company nor KBC Peel Hunt will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Registration and Settlement

Settlement of transactions in the Placing Shares (ISIN: GB0034272194, Sedol code: 3427219) following Admission will take place within the CREST system, subject to certain exceptions. KBC Peel Hunt reserves the right to require settlement for and delivery of the Placing Shares to Placees by such other means that it deems necessary if delivery or settlement is not possible or practicable within the CREST system within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in any Placee's jurisdiction.

Each Placee allocated Placing Shares in the Placing will be sent a trade confirmation stating the number of Placing Shares allocated to it, the Placing Price, the aggregate amount owed by such Placee to KBC Peel Hunt and settlement instructions. Placees should settle against CREST ID: 546. It is expected that such trade confirmation will be despatched on or before 30 November 2006 and that this will also be the trade date. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the standing CREST or certificated settlement instructions which it has in place with KBC Peel Hunt.

It is expected that settlement will be on 5 December 2006 on a T+3 basis in accordance with the instructions set out in the trade confirmation. Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above prevailing LIBOR as determined by KBC Peel Hunt. Each Placee is deemed to agree that if it does not comply with these obligations, KBC Peel Hunt may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for KBC Peel Hunt's account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall between the net proceeds of such sale and the Placing proceeds of such Placing Shares and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in this Announcement) which may arise upon the sale of such Placee's Placing Shares on its behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the trade confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below (and in particular subject to paragraph 15 below), be so registered free from any liability to UK stamp duty or stamp duty reserve tax. No Placee (or any nominee or other agent acting on behalf of a Placee) will be entitled to receive any fee or commission in connection with the Placing.

Representations and Warranties

By participating in the Placing each Placee (and any person acting on such Placee's behalf):

1. represents and warrants that it has received this Announcement solely for its use and has not redistributed or duplicated it;
2. represents and warrants that it has not received a prospectus or other offering document in connection with the Placing and acknowledges that no prospectus or other offering document has been prepared in connection with the Placing;
3. represents and warrants that it is not entitled to rely on any information (including, without limitation, any information contained in any management presentation given in relation to the Placing) other than that contained in this announcement (including this Appendix);

4. acknowledges that the Ordinary Shares are admitted to trading on AIM, and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of AIM, which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account, and similar statements for preceding financial years;

5. acknowledges that neither of KBC Peel Hunt nor any of its parent undertakings and its and their respective subsidiary undertakings and any undertaking in which any of them has a participating interest (as those terms are defined in the Companies Act 1985) and each of their respective current or former directors, officers, employees and agents ("Affiliates") nor any person acting on behalf of KBC Peel Hunt or its Affiliates has provided, and will not provide it with any material regarding the Placing Shares or the Company other than this Announcement; nor has it requested KBC Peel Hunt, any of its Affiliates or any person acting on behalf of KBC Peel Hunt or any of its Affiliates to provide it with any such information;

6. acknowledges that the content of this Announcement is exclusively the responsibility of the Company and that neither KBC Peel Hunt, nor any of its Affiliates nor any person acting on behalf of KBC Peel Hunt or its Affiliates has or shall have any liability for any information, representation or statement contained in this Announcement or any information previously published by or on behalf of the Company and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or otherwise. Each Placee represents, warrants and agrees that it has relied on its own investigation with respect to the Placing Shares and the Company in connection with its decision to subscribe for the Placing Shares and acknowledges that it is not relying on any investigation that KBC Peel Hunt, any of its Affiliates or any person acting on behalf of KBC Peel Hunt or its Affiliates may have conducted with respect to the Placing Shares or the Company and none of such persons has made any representations to it, express or implied, with respect thereto. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation;

7. acknowledges that it has not relied on any information relating to the Company contained in any research reports prepared by KBC Peel Hunt, any of its Affiliates or any person acting on behalf of KBC Peel Hunt or its Affiliates and understands that neither KBC Peel Hunt, nor any of its Affiliates nor any person acting on behalf of KBC Peel Hunt or its Affiliates:

- (i) has or shall have any liability for public information or any representation;
- (ii) has or shall have any liability for any additional information that has otherwise been made available to such Placee, whether at the date of publication, the date of the Announcement or otherwise; and
- (iii) makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such information, whether at the date of publication, the date of the Announcement or otherwise;

8. represents and warrants that it, or the beneficial owner, as applicable, is entitled to subscribe for and/or purchase Placing Shares under the laws of all relevant jurisdictions which apply to it, or the beneficial owner, as applicable, and that it has fully observed such laws and obtained all such governmental and other guarantees and other consents in either case which may be required thereunder and complied with all necessary formalities;

9. represents and warrants that it has the power and authority to carry on the activities in which it is engaged, to subscribe for the Placing Shares and to execute and deliver all documents necessary for such subscription;

10. represents and warrants that it will be the beneficial owner of such Placing Shares and that the beneficial owner of such Placing Shares will not at the time the Placing Shares are acquired

be a resident of the United States, Canada, Australia, New Zealand, Republic of South Africa, Republic of Ireland or Japan;

11. acknowledges that the Placing Shares have not been and will not be registered under the US Securities Act or under the securities laws of any of the states of the United States, or under the securities legislation of the United States, Canada, Australia, New Zealand, Republic of South Africa, Republic of Ireland or Japan or any other jurisdiction and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within those jurisdictions;

12. represents and warrants that either:

12.1.1 it is not a resident of, or located in, the United States and is purchasing Placing Shares in an 'offshore transaction' in accordance with Regulation S under the US Securities Act; or

12.2 if it is a resident of, or located in, the United States it is either:

12.2.1 a qualified institutional buyer as defined in Rule 144A of the US Securities Act and is applying for Placing Shares in reliance on the exemptions from the registration requirements of the US Securities Act provided by Rule 144A and in reliance on similar exemptions under applicable state laws; and/or

12.2.2 an accredited investor under Rule 501 of Regulation D to the US Securities Act and is applying for Placing Shares in reliance on the exemptions from the registration requirements of the US Securities Act provided by section 4(2) of the US Securities Act Rule 501 of Regulation D and in reliance on similar exemptions under applicable state laws;

13. acknowledges (and confirms that each beneficial owner of the Placing Shares has been advised) that the Placing Shares have not been and will not be registered under the US Securities Act or under any applicable State securities laws, nor approved or disapproved by the US Securities and Exchange Commission, any State securities commission in the United States or any other United States regulatory authority;

14. represents and warrants that if it is a pension fund or investment company, its purchase of Placing Shares is in full compliance with applicable laws and regulations;

15. represents and warrants that the allocation, allotment, issue and delivery to it, or the person specified by it for registration as holder, of Placing Shares will not give rise to a liability under any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services) and that the Placing Shares are not being subscribed for by it in connection with arrangements to issue depository receipts or to transfer Placing Shares into a clearance system;

16. represents and warrants that it has complied with its obligations in connection with the prevention of money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2003 and the Money Laundering Regulations 2003 (the "Regulations") and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations;

17. represents and warrants that it and any person acting on its behalf is a person falling within article 19(1) and/or 49(2) of the Order and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;

18. represents and warrants that it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom prior to Admission except to persons whose ordinary

activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the FSMA;

19. represents and warrants that it has not offered or sold and will not offer or sell any Placing Shares to persons in the European Economic Area prior to Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in any member state of the European Economic Area within the meaning of the Prospectus Directive (which means Directive 2003/71/EC and includes any relevant implementing measure in any member state);

20. represents and warrants that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to the Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person;

21. represents and warrants that it is a qualified investor as defined in section 86(7) of the FSMA, being a person falling within Article 2.1 (e)(i), (ii) or (iii) of the Prospectus Directive;

22. represents and warrants that it has complied and will comply with all applicable provisions of the FSMA in force from time to time with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving the United Kingdom;

23. represents and warrants that it and any person acting on its behalf is entitled to subscribe for the Placing Shares under the laws of all relevant jurisdictions and that it has all necessary capacity and has obtained all necessary consents and authorities to enable it to commit to participating in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Announcement) and will honour such obligations;

24. undertakes that it (and any person acting on its behalf) will make payment for the Placing Shares allocated to it in accordance with this Announcement on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other subscribers or sold as KBC Peel Hunt may in its sole discretion determine and it will remain liable for any shortfall below the net proceeds of such sale and the Placing proceeds of such Placing Shares and may be required to bear any stamp duty for stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in this Announcement) which may arise upon the sale of such Placee's Placing Shares on its behalf;

25. acknowledges that neither KBC Peel Hunt, nor any of its Affiliates nor any person acting on behalf of KBC Peel Hunt or its Affiliates is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing nor providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor the exercise or performance of any of KBC Peel Hunt's rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;

26. undertakes that the person who it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. Neither KBC Peel Hunt nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to participate in the Placing and it agrees to indemnify the Company and KBC Peel Hunt in respect

of the same on the basis that the Placing Shares will be credited to the CREST stock account of KBC Peel Hunt (CREST ID: 546) who will hold them as nominee for the subscribers of such shares until settlement in accordance with its standing settlement instructions;

27. acknowledges that any agreements entered into by it pursuant to these terms and conditions shall be governed by and construed in all respects in accordance with English law and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the courts of England as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Company or KBC Peel Hunt in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;

28. acknowledges that KBC Peel Hunt may (at its absolute discretion) satisfy its obligations to procure Placees by itself agreeing to become a Placee in respect of some or all of the Placing Shares or by nominating any connected or associated person to do so;

29. agrees that the Company, KBC Peel Hunt and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to KBC Peel Hunt on its own behalf and on behalf of the Company and are irrevocable; and

29. agrees to indemnify and hold the Company and KBC Peel Hunt harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing.

The acknowledgements, undertakings, representations and warranties referred to above are given to each of the Company and KBC Peel Hunt and are irrevocable. The Company and KBC Peel Hunt will rely upon the truth and accuracy of the foregoing acknowledgements, undertakings, representations and warranties.

Miscellaneous

The rights and remedies of the Company and KBC Peel Hunt under these terms and conditions are in addition to any rights or remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

No UK stamp duty or stamp duty reserve tax should be payable to the extent that the Placing Shares are issued into CREST to, or to the nominee of, a Placee who holds those shares beneficially (and not as agent or nominee for any other person) within the CREST system and registered in the name of such Placee or such Placee's nominee provided that the Placing Shares are not issued to a person whose business is or includes issuing depositary receipts or the provision of clearance services or to an agent or nominee for any such person.

Any arrangements to issue or transfer the Placing Shares into a depositary receipts system or a clearance service or to hold the Placing Shares as agent or nominee of a person to whom a depositary receipt may be issued or who will hold the Placing Shares in a clearance service, or any arrangements subsequently to transfer the Placing Shares, may give rise to UK stamp duty and/or stamp duty reserve tax, for which neither the Company nor KBC Peel Hunt will be responsible and the Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of Placing Shares has given rise to such UK stamp duty or stamp duty reserve tax undertakes to pay such UK stamp duty or stamp duty reserve tax forthwith and to indemnify on an after-tax basis and to hold harmless the Company and KBC Peel Hunt in the event that any of the Company and/ or KBC Peel Hunt has incurred any such liability to UK stamp duty or stamp duty

reserve tax. In addition, Placees should note that they will be liable to pay any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the UK by them or any other person on the subscription by them for any Placing Shares or the agreement by them to subscribe for any Placing Shares.

All times and dates in this Announcement may be subject to amendment. KBC Peel Hunt shall notify the Placees and any person acting on behalf of the Placees of any changes.

This Announcement has been issued by the Company and is the sole responsibility of the Company.

KBC Peel Hunt, which is authorised and regulated by the FSA, is acting exclusively for the Company and for no one else solely in connection with the Placing and will not be responsible to anyone other than the Company for providing the protections afforded to the customers of KBC Peel Hunt or for providing advice in relation to the Placing or any transaction or arrangement referred to herein. KBC Peel Hunt can be contacted at 111 Old Broad Street, London EC2N 1PH.

When a Placee or person acting on behalf of the Placee is dealing with KBC Peel Hunt, any money held in an account with KBC Peel Hunt on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FSA made under the FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from KBC Peel Hunt's money in accordance with the client money rules and will be used by KBC Peel Hunt in the course of its own business; and the Placee will rank only as a general creditor of KBC Peel Hunt.

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.