GUERNSEY DISCLOSURE DOCUMENT

Globalworth Real Estate Investments Limited (the "Company")

Under the Guernsey Prospectus Rules 2008, the placing of Ordinary Shares on behalf of the Company at €5.90 per share on or about the date of this document (the "**Placing**") requires that the Company publishes a prospectus, that the prospectus contains certain prescribed information and that the Directors accept responsibility for the prospectus in the prescribed terms.

As referred to in paragraph 1 of the placing letter in relation to the Placing dated the same date as this document (the "**Placing Letter**"), the prospectus (the "**Guernsey Prospectus**") in relation to the Placing for the purposes of the Guernsey Prospectus Rules 2008 comprises the Admission Document of the Company dated 24 July 2013 (the "**Admission Document**"), as updated by:

(a) the investor presentation in relation to the Company and the Placing (for the avoidance of doubt, in its final form, dated the date of this document) (the "**Presentation**");

(b) this Guernsey Disclosure Document;

(c) the RNS announcement of the Company dated 12 February 2014 relating to (and including):

  (i) the 2013 year-end EPRA Net Asset Value of the Company; and
  (ii) the condensed consolidated audited financial statements of the Company for the year ended 31 December 2013;

(d) the RNS Announcement of the Company dated 21 March 2014 relating to the completion of the acquisition of the Founder Pipeline;

(e) the RNS announcement of the Company dated 24 March 2014 relating to (and including):

  (i) the 2013 year-end *pro forma* EPRA Net Asset Value; and
  (ii) the unaudited *pro forma* consolidated financial information for the period ended on 31 December 2013,

  as if the Company had acquired the whole of the Initial Portfolio and the Founder Pipeline as at that date;

(f) the RNS announcement of the Company dated 24 March 2014 relating to the Company's Trading and Market Update;

(g) the RNS announcement of the Company dated 25 March 2014 announcing:

  (i) the Placing;
  (ii) the agreement with an affiliate of York Capital Management Global Advisors, LLC, certain affiliates of Oak Hill Advisors (Europe), LLP and the Founder (details of which are set out in paragraph 11 of *Material Contracts* below); and
  (iii) the shareholders' written resolution (details of which are summarised below under *Written Resolution*);

(h) the RNS announcement of the Company dated 11 April 2014 announcing the passing of the shareholders' written resolution referred to in paragraph (g)(iii) above;

(i) the Placing Letter.

Each document comprising the Guernsey Prospectus (including the Presentation) is to be read together with the other documents comprising the Guernsey Prospectus, including (for the avoidance of doubt) the Risk Factors set out in Part I of the Admission Document.

This document contains the information and statements required by the Guernsey Prospectus Rules 2008 and which are not contained elsewhere in the Guernsey Prospectus.

Neither the Guernsey Financial Services Commission (the "**Commission**") nor the States of Guernsey Policy Council take 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.

If you are in any doubt about the contents of the Guernsey Prospectus you should consult your accountant, legal or professional adviser or financial adviser.

The directors of the Company have taken all reasonable care to ensure that the facts stated in the Guernsey Prospectus are true and accurate in all material respects, and that there are no other facts the omission of which would make misleading any statement in the Guernsey Prospectus, whether of facts or opinion. All the directors accept responsibility accordingly.

It should be remembered that the price of the Ordinary Shares and the income from them can go down as well as up.

The Company is a registered closed-ended investment scheme registered pursuant to the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended and the Registered Collective Investment Scheme Rules 2008 issued by the Commission. The Commission, in granting registration, has not reviewed the Admission Document but has relied upon specific warranties provided by Anson Fund Managers Limited (now known as JTC Fund Managers (Guernsey) Limited), the Company's designated manager. The Commission has also not review the Guernsey Prospectus.

A registered collective investment scheme is not permitted to be directly offered to the public in Guernsey but may be offered to regulated entities in Guernsey or offered to the public by entities appropriately licensed under the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended.

Terms defined in the Admission Document and not in this document shall have the same meaning when used in this document.

Material Contracts

The contracts summarised below have been entered into, or will be entered into prior to the Placing Shares being admitted to trading on AIM ("**Admission**"), by the Company or one of its subsidiaries, otherwise than in the ordinary course of business, since the date of the Admission Document (24 July 2013).

1. Agreement dated 13 December 2013 between Thaumat Holdings Limited ("**THL**"), RREEF Global Opportunities Fund III LLC ("**GOF III**"), Oystermouth Holding Limited ("**Oystermouth**"), Globalworth Holdings Cyprus Limited ("**GHCL**") and the Company pursuant to which GHCL agreed to purchase, and THL agreed to sell, the

whole of the issued share capital of Oystermouth (which owns 78 per cent. of the issued share capital of BOB Development SRL ("**BOB**") and BOC Real Property SRL ("**BOC**")) and the Company agreed to purchase, and GOF III agreed to sell, the benefit of any and all loans to Oystermouth by shareholders and associated parties, conditional upon (i) the banks currently providing financing to BOB and BOC consenting to the proposed change of control (which would otherwise be an event of default under such financing) and (ii) the approval of the transaction by the Romanian Competition Authority. The vendors have given certain warranties (but not relating to BOB and BOC or their underlying businesses and assets) and the vendors' liability is capped at €19,000,000. This Agreement completed on 21 March 2014.

2. Agreement dated 13 December 2013 between Day Lily Properties Limited ("**DLL**", a Founder Company), the Company and GHCL pursuant to which GHCL agreed to purchase, and DLL agreed to sell, the whole of the issued share capital of Dunvant Holding Limited ("**Dunvant**") (which owns 22 per cent. of the issued share capital of BOB and BOC) and the Company agreed to purchase, and DLL agreed to sell, the benefit of any and all loans to Dunvant by shareholders and associated parties, conditional upon (i) the banks currently providing financing to BOB and BOC consenting to the proposed change of control (which would otherwise be an event of default under such financing) and (ii) the approval of the transaction by the Romanian Competition Authority. The vendor has given certain warranties (including relating to the underlying business and assets of BOB and BOC) and the vendor's liability is capped at 5 per cent. of the Acquisition Cost. This Agreement completed on 21 March 2014.

3. Agreement dated 12 November 2013 (as amended on 25 March 2014) between EastWest Partners Limited ("**EastWest**") and the Company pursuant to which the Company appointed EastWest to act as financial adviser, lead placing agent (non-execution/settlement) and global coordinator in relation to the Placing. Pursuant to this Agreement it is agreed that EastWest is entitled to (a) a management fee of 1.0 per cent. of the aggregate value at the Placing Price of all New Ordinary Shares issued in the Placing (excluding the subscription monies received in respect of the Founder Subscription and the York and Oak Hill Advisors Share Subscriptions referred to in paragraph 11 below (the "**Excluded Subscriptions**") but subject to a minimum fee of €200,000) provided that, if the gross proceeds of the Placing (excluding in respect of the Excluded Subscriptions) exceed €50,000,000, the fee will be calculated also by reference to the subscription monies received in respect of the Excluded Subscriptions, (b) a base broking commission of 2.50 per cent. of the aggregate value at the Placing Price of all New Ordinary Shares which are placed by investors introduced by EastWest or other placing agents as part of the Placing (excluding the Founder, York, Oak Hill Advisors and certain other investors) subject to increase in certain circumstances as set out in the Placing Agreement, details of which are set out in paragraph 10 below.

4. Agreement dated 14 February 2014 between the Company, GHCL, Ramoro Limited and UBS Limited (as Arranger, Original Lender, Agent and Security Agent) pursuant to which UBS Limited agreed to make available facilities in the aggregate amount of €65,000,000 million to GHCL and one of its subsidiaries (the "**Facility Agreement**"). The weighted average interest rate is EURIBOR plus 9.5 per cent. The Company and certain of its subsidiaries guarantee the facilities and grant certain security interests in respect of such guarantees. Any amounts drawn down under the facilities must be repaid in full on the date which is six months after the date of first utilisation. The facilities must also be repaid early following the occurrence of certain events,

including following a change of control and following the issue of further Ordinary Shares by the Company, to the extent of the net proceeds of such issue. The facilities must also be repaid if they are accelerated as a result of the occurrence of an event of default. The Agreement contains undertakings on the part of the Company and its obligor subsidiaries, including prohibiting the payment of dividends (save in limited circumstances and not by the Company).

5. In connection with the BOB Facility and the BOC Facility referred to in paragraphs 6 and 7 below, a Deed of Undertaking dated 21 March 2014 between the Company, BOC, BOB and Banca Românească S.A. – Member Of National Bank Of Greece Group as BOB II and BOC Facility Agent and Combined Security Agent ("**BROM**") pursuant to which the Company agreed to provide to BROM certain financial information not subject to confidentiality restrictions and which could be disclosed in accordance with applicable law, including audited and unaudited financial statements for itself and GHCL. The Company also undertook to contribute equity capital of up to €12,000,000 to BOB and BOC by 31 December 2014, €2,000,000 of which was required to be contributed by the Company in order to fund a prepayment of the debt outstanding under the BOB Facility Agreement (defined in paragraph 7 below) and a further €1,000,000 of which was required to be contributed to fund capital expenditure by BOB and BOC (both of which contribution obligations have been discharged); the Company also agreed to fund BOB with up to €650,000 in the event that it is unable to meet its future debt service obligations under the BOB Facility Agreement (defined in paragraph 7 below).

6. Agreement dated 21 March 2014 among BOC, Oystermouth and Dunvant as Guarantor, NBG Malta Limited and Bank of Cyprus Public Company Ltd as Lenders and Banca Românească S.A. – Member Of National Bank Of Greece Group as Facility Agent and Security Agent amending a €92,700,000 credit facility agreement dated 15 May 2008 (the "**BOC Facility Agreement**") pursuant to which BOC agreed to prepay shareholder loans from Oystermouth and Dunvant in order to facilitate a prepayment by BOB under the BOB Facility Agreement (defined in paragraph 7 below) in consideration of the Facility Agent and the Lenders agreeing to the indirect purchase by the Company of 100 per cent. of the issued share capital of BOC and extending the final maturity date of the loans under the BOC Facility Agreement to 31 December 2018. In addition, BOC agreed to certain cash sweep rights in respect of any excess cash in its account in order to pay down the loans outstanding under the BOC Facility Agreement. Excess cash, for these purposes, would be cash remaining after *inter alia* a repayment of identified shareholder loans in order for Oystermouth and Dunvant to use these monies to advance further shareholder loans to BOB in the event that insufficient amounts were available to BOB in its bank accounts for scheduled amortisation and interest payments under the BOB Facility Agreement (defined in paragraph 7 below). BOC also agreed to deliver an investment budget to the Facility Agent detailing works to be performed by BOC for an amount of €2,723,288.

7. Agreement dated 21 March 2014 among BOB, Oystermouth and Dunvant as Guarantor, NBG Malta Limited and Bank of Cyprus Public Company Ltd as Lenders and Banca Românească S.A. – Member Of National Bank Of Greece Group as Facility Agent and Security Agent amending a €43,600,000 credit facility agreement dated 15 May 2008 (the "**BOB Facility Agreement**") pursuant to which BOB agreed to prepay €4,000,000 of loans outstanding under the BOB Facility Agreement with break costs capped at €4,000 in consideration of the Facility Agent and the Lenders agreeing to the indirect purchase by the Company of 100 per cent. of the issued share

capital of BOB and extending the final maturity date of the loans under the BOB Facility Agreement to 31 December 2018. €2,000,000 of this would be funded by excess cash available to BOC and a further €2,000,000 would be funded by shareholder loans from the Company. In addition, BOB agreed to certain cash sweep rights in respect of any excess cash in its account in order to pay down the loans outstanding under the BOB Facility Agreement. BOB also agreed to deliver an investment budget to the Facility Agent detailing works to be performed by BOC for an amount of €4,799,200.

8. Agreement dated 21 March 2014 among BOB, BOC, Oystermouth and Dunvant as Original Obligors, Intercompany Debtors and Intercompany Creditors, NBG Malta Limited and Bank of Cyprus Public Company Ltd as Senior Lenders and Banca Românească S.A. – Member Of National Bank Of Greece Group as Combined Security Agent, BOB II and BOC Facility Agent and BOB II and BOC Security Agent amending an Intercreditor agreement dated 31 July 2008 pursuant to which a contractual mechanism was documented in accordance with which excess cash in BOB could be transferred to BOC, and from BOC to BOB, in the event there were insufficient monies standing to the credit of the transferee's bank accounts to make scheduled payments to the Senior Lenders under the BOB Facility Agreement and the BOC Facility Agreement. Pursuant to this Agreement it was also agreed that all shareholder loans by Oystermouth and Dunvant (past, present, future) would be subject to a rate of interest which was no more than the rate of interest payable to the Senior Creditors under the BOB Facility Agreement and the BOC Facility Agreement plus 2 per cent.

9. Agreement dated 29 January 2014 between Corinthian Five SRL (as employer) and Bog'Art SRL (as general contractor) in relation to the construction works (including design) for the development of an A class office building on two plots of land with a total surface area of 11,785 sqm, located in Calea Floreasca 246A Street, sector 1 and in Barbu Vacarescu 201 Blvd., sector 2 in Bucharest. The contract price for the execution and completion of the works is the lump-sum of approximately EUR 54,000,000 plus VAT. The works must be completed in 21 months from the commencement date and are subject to several milestones. The defects notification period is of 2 years starting from completion of the works. The main security provided by the contractor comprises: (i) a bank letter of guarantee for the amount of EUR 5,000,000 as well as 5 per cent. retention mechanism from all interim payment certificates (which can be replaced by a bank letter of guarantee) to secure the good performance of works until completion; and (ii) a bank letter of guarantee for the amount of EUR 5,000,000 for securing the contractor's obligations during the defects notification period, to be released as follows: 50 per cent. after the first year of the defects notification period and 50 per cent. after the second year of the defects notification period. In addition, Bog'Art SRL took over the responsibilities for the entire design of the works (including for those parts of the design already executed) and, to this end, Corinthian Five SRL assigned to Bog'Art SRL the design agreement initially concluded on 11 March 2013 by Corinthian Five SRL with the general designer and specialised designers.

10. The Placing Agreement between the Company, EastWest and Cantor Fitzgerald Europe ("**Cantor Fitzgerald**"), to be dated the date of the closing of the Placing (expected to be 16 or 17 April 2014), which contains, amongst others, the following provisions: (a) subject to certain conditions, the Company has authorised EastWest and Cantor Fitzgerald (the "**Managers**") to use their respective reasonable endeavours to procure subscribers for the Placing Shares at the Placing Price; (b) the Company has

appointed Cantor Fitzgerald as settlement agent; (c) the Company has given certain representations and warranties to the Managers; (d) the Company has agreed to indemnify the Managers (and their directors, associates, officers, employees, agents, affiliates and advisers) in respect of certain matters in relation to the Placing, subject to certain exclusions (including to the extent that the relevant matter arises out of or in connection with the indemnified person's fraud, wilful misconduct or negligence); (e) in consideration of EastWest's services as the global coordinator and bookrunner, the Company shall pay to EastWest a management fee equal to the greater of (i) €200,000 and (ii) 1.00 per cent. of the aggregate of (A) the gross proceeds of the Placing received from Placees procured by it and (B) the gross proceeds received from York, Oak Hill Advisors and the Founder pursuant to the agreement details of which are given in paragraph 11 below (together the "**Proceeds**"), provided that, if the Proceeds (excluding Proceeds received pursuant to the agreement referred to in paragraph 11 below (the "**Excluded Proceeds**")) are less than €50 million, the Excluded Proceeds shall be excluded from the Proceeds when calculating the management fee; (f) in consideration of Cantor Fitzgerald's services as the settlement agent, the Company shall pay to Cantor Fitzgerald a settlement fee of £75,000 less 50 per cent. of any commission received by Cantor Fitzgerald in respect of any allocation of Placing Shares to a specified client; (g) in consideration of the Managers' services as placement agents, the Company shall pay to the Managers the following broking commissions: (i) a base commission at the rate of 2.50 per cent. of the aggregate value of the Proceeds (excluding the Proceeds received from the Founder, York, Oak Hill Advisors and the Proceeds received from other excluded Placees) and (ii) in the event that the Proceeds exceed €105 million, an additional commission of 0.50 per cent. of the aggregate value of the Proceeds (excluding the Proceeds received from the Founder, York, Oak Hill Advisors and the Proceeds received from certain other excluded Placees) in excess of €50 million; (h) the conditions referred to in paragraph (a) above include, amongst others, the continuing accuracy of the Company's warranties referred to in paragraph (c) above up to and including the time of Admission, no occurrence of certain developments or events and Admission occurring by not later than 8 a.m. on 24 April 2014 or such later time and/or date as EastWest may agree with the Company, being not later than 1 May 2014; (i) EastWest being entitled to terminate the Agreement prior to Admission in certain specified circumstances that are typical for an agreement of this nature, including certain breaches of warranty by the Company and the occurrence of certain developments or events; and (j) the Company has agreed to pay or cause to be paid certain costs and expenses of the Managers incidental to, amongst other things, the Placing.

11. Agreement dated 24 March 2014 between the Company, the Founder, York Global Finance Offshore BDH (Luxembourg) S.à r.l. ("**York**"), ESCF Investment S.à r.l., SPFC Investment S.à r.l. and Asia CCF Investment S.à r.l. (together, "**Oak Hill Advisors**") pursuant to which: (a) each of York and Oak Hill Advisors has agreed to subscribe €17,368,421.05 and €12,631,578.95 (respectively) in cash for Ordinary Shares at the Placing Price at completion of the Placing conditional on the Founder Subscription as referred to in paragraph (b) below (together, the "**York and Oak Hill Advisors Share Subscriptions**"); (b) the Founder has agreed to subscribe €25,000,000 in cash for Ordinary Shares at the Placing Price at completion of the Placing (the "**Founder Subscription**"); (c) each of York and Oak Hill Advisors is entitled to appoint one person as a director of the Company until the Maturity Date and, thereafter, for so long as it holds at least 8 per cent. (or, to the extent diluted by sales of new Ordinary Shares, 5 per cent.) of the issued Ordinary Shares at that time; (d) York and Oakhill Advisors having acquired the Original Lender's rights under the Facility Agreement referred to in paragraph 4 above: (i) the maturity date under the

Facility Agreement will be extended to 18 December 2014 (the "**Maturity Date**"), (ii) the indebtedness under the Facility Agreement (including capitalised interest and certain fees) will be convertible by York and/or Oak Hill Advisors at any time into Ordinary Shares at the Placing Price and, to the extent not converted earlier, on the Maturity Date such indebtedness will be mandatorily converted into Ordinary Shares at the Placing Price (and the indebtedness will automatically be satisfied and extinguished and any such new Ordinary Shares will be issued to York and/or Oak Hill Advisors and admitted to trading on AIM), (iii) prior to any such conversion, York and Oak Hill will have certain anti-dilution rights and shall be entitled, so far as practicable, to shareholder rights on an as-converted basis (as contemplated by special resolution (3) under *Written Resolutions* below) and (iv) restrictions on the day to day operations and funding of the Company and its subsidiaries shall be removed or modified; and (e) the parties will enter into an agreement amending the Facility Agreement in order to reflect the terms of this Agreement (including as referred to in paragraph (d) above) and to provide for (A) events of default to be substantially reduced, provided that there will be events of default relating to the insolvency of the obligors, a failure to issue shares on conversion or a failure of any such shares to be admitted to trading on AIM on issue, (B) full pro rata pre-emption rights in favour of York and Oak Hill Advisors in relation to any and all new issues of equity securities by the Company before or after full conversion and (C) at the request of York or Oak Hill Advisors, the Company to put a special resolution to shareholders to approve, either directly or by way of an amendment to the Articles, the entitlement of each of York or Oak Hill Advisors (respectively) to appoint a Director as set out in paragraph (c) above.

12. Agreement between York, the Company and Panmure Gordon (UK) Limited (the "**Nominated Adviser**"), to be dated before Admission, pursuant to which York has agreed certain provisions to support its independence from the Company for so long as it is entitled to appoint a director of the Company as referred to in paragraph 11 above, including that (a) any transactions between the Company and York or its associates shall be on an arm's length basis, (b) it shall exercise its votes in a manner which seeks to ensure that a majority of Directors of the Company is independent of York and that the Company is capable of operating independently of York and (c) it shall comply with certain confidentiality undertakings.

13. Agreement between Oak Hill Advisors, the Company and the Nominated Advisor, to be dated before Admission, pursuant to which Oak Hill Advisors has agreed certain provisions to support its independence from the Company for so long as it is entitled to appoint a director of the Company as referred to in paragraph 11 above, including that (a) any transactions between the Company and Oak Hill Advisors or its associates shall be on an arm's length basis, (b) it shall exercise its votes in a manner which seeks to ensure that a majority of Directors of the Company is independent of Oak Hill Advisors and that the Company is capable of operating independently of Oak Hill Advisors and (c) it shall comply with certain confidentiality undertakings.

14. Agreement dated 17 April 2014 between the Company, the Founder and the Nominated Adviser pursuant to which it was agreed that the Lock-in Agreement dated 24 July 2013 made between the Company, the Founder and the Nominated Adviser be amended so that the securities subject to its restrictions shall be the Founder Admission Shares and the Ordinary Shares issued pursuant to the Founder Equity for Assets Subscriptions.

Written Resolution

Pursuant to a written resolution dated 10 April 2014, the shareholders have approved the following resolutions as special resolutions:

(1) amending the articles of incorporation of the Company (the "**Articles**") such that:

(a) the pre-emption rights on issue of new equity securities or on the sale of treasury shares would apply where the issue price is more than 10 per cent. below the market price per Ordinary Share, rather than 10 per cent. below the NAV as previously;

(b) the period for shareholders to indicate their willingness to acquire the shares offered under the pre-emption procedure at Article 6.1 is reduced from 14 days to 5 days; and

(c) the Founder may, for so long as he holds more than 25 per cent. of the issued share capital in the Company, appoint up to three additional Directors (the "**Founder Directors**"), irrespective of, among other things, the maximum number of Directors provided for under the Articles, and the Founder only may declare that a Founder Director has ceased to be a Director;

(2) empowering the Directors to issue and allot Ordinary Shares under the Placing, the York and Oak Hill Share Subscriptions, the Founder Subscription and the conversion right referred to in paragraph 11 above, in each case as if the pre-emption provisions contained in Article 6 of the Articles did not apply; and

(3) granting the beneficiaries of the conversion right described in paragraph 11 above, prior to 18 December 2014, rights under the Articles, in respect of the unconverted amounts subject to that conversion right, equivalent, to the extent practicable, to the rights of holders of Ordinary Shares of equivalent value to such unconverted portion, including the pre-emption rights under Article 6 of the Articles.

Directors' Interests

Mr Eli Alroy, a non-executive Director, (through A.Y.R.A.D. Investments Limited, a company wholly owned by him) and Mr Dimitris Raptis, an executive Director, (through a pension trust of which he is a sole beneficiary) will subscribe €1,350,002 and €300,003.20 for 228,814 and 50,848 Ordinary Shares (respectively) in the Placing (at the Placing Price).

Save as set out below, none of the Directors, or any person connected with any of the Directors, has a shareholding or any other interest in the share capital of the Company:

	Shareholdings as at the date of this document	*Shareholdings following the Placing, the Founder Subscription and the York and Oak Hill Advisors Subscriptions*
The Founder (through various companies)	18,366,504 (64.9%)	22,603,792 (54.7%)
A.Y.R.A.D. Investments Limited (for Eli Alroy)	130,000	358,814

Geoff Miller	11,000	11,000
Dimitris Raptis	110,000[1]	160,848[2]
John Whittle	9,000	9,000

The following options to subscribe for Ordinary Shares pursuant to the terms of the Warrant Agreements (as defined in the Admission Document) are outstanding:

Name of warrant holder	*Number of Ordinary Shares*
A.Y.R.A.D. Investments Limited (for Eli Alroy)	260,000
Geoff Miller	11,000
Lenuta Limited (for Dimitris Raptis)	110,000
John Whittle	9,000

Zorviani Limited (a Founder Company) has also been granted warrants in respect of 4,245,031 Ordinary Shares (being equal to 15 per cent. of the issued Ordinary Shares following completion of the Initial Portfolio and the Founder Pipeline).

Further details of the terms of the Warrant Instrument and the Warrant Agreements (which provide for the above warrants) are set out in paragraphs 11.5 to 11.7 (inclusive) of Part XII of the Admission Document.

Since the date of the Admission Document, David Morris Kanter has ceased to be a director of the Company.

Tax

EU Savings Tax Directive

On 24 March 2014 the Council of the European Union formally adopted a directive to amend the EU Savings Tax Directive (2003/48/EC) (the "**Directive**"). The amendments significantly widen the scope of the Directive. EU Member States are required to adopt national legislation to comply with the amended Directive by 1 January 2016. The amended Directive is anticipated to be applicable from 2017. Guernsey, along with other dependent and associated territories, will consider the effect of the amendments to the Directive in the context of existing bilateral agreements and domestic law. If changes to the implementation of the Directive in Guernsey are brought into effect, the treatment of investors in the Company and the position of the Company in relation to the Directive may be different to that set out above.

[1] These shares are held by Lenuta Limited, a company wholly owned by Mr Raptis

[2] 50,848 of these Ordinary Shares will be held by a pension trust of which Mr Raptis is the sole beneficiary

US-Guernsey Intergovernmental agreement

On 13 December 2013 the Chief Minister of Guernsey signed an intergovernmental agreement with the US ("**US-Guernsey IGA**") regarding the implementation of the US Foreign Account Tax Compliance Act ("**FATCA**"), under which certain disclosure requirements will be imposed in respect of certain investors in the Company who are, or being entities are controlled by one or more, residents or citizens of the US. The US-Guernsey IGA will be implemented through Guernsey's domestic legislation, in accordance with regulations and guidance yet to be published in finalised form. Accordingly, the full impact of the US-Guernsey IGA on the Company and the Company's reporting responsibilities pursuant to the US-Guernsey IGA as implemented in Guernsey is currently uncertain. On 12 July 2013 the US Treasury and the IRS issued Notice 2013-43 ("**Notice**") which, inter alia, refers to the treatment of financial institutions operating in jurisdictions that have signed an intergovernmental agreement to implement FATCA. According to the Notice, a jurisdiction will be treated as having in effect an intergovernmental agreement if the jurisdiction is listed on the US Treasury website as a jurisdiction that is treated as having an intergovernmental agreement in effect. In general, the US Treasury and the IRS intend to include on this list jurisdictions that have signed but have not yet brought into force an intergovernmental agreement. A financial institution resident in a jurisdiction that is treated as having an intergovernmental agreement in effect will be permitted to register on the FATCA registration website. The US-Guernsey IGA is listed on the US Treasury website.

UK-Guernsey Intergovernmental agreement

On 22 October 2013 the Chief Minister of Guernsey signed an intergovernmental agreement with the UK ("**UK-Guernsey IGA**") under which certain disclosure requirements will be imposed in respect of certain investors in the Company who are, or being entities are controlled by one or more, residents of the UK. The UK-Guernsey IGA will be implemented through Guernsey's domestic legislation, in accordance with regulations and guidance yet to be published in finalised form. Accordingly, the full impact of the UK-Guernsey IGA on the Company and the Company's reporting responsibilities pursuant to the UK-Guernsey IGA as implemented in Guernsey is currently uncertain.

Relationship between Shareholders, the Company and service providers

Relationship between Shareholders and the Company

The Company is a non-cellular company limited by shares, registered and incorporated in Guernsey under the Companies Law. While prospective investors will acquire an interest in the Company on subscribing for Ordinary Shares, the Company is the sole legal and/or beneficial owner of its investments. Consequently, shareholders in the Company ("**Shareholders**") have no direct legal or beneficial interest in those investments. The liability of Shareholders for the debts and other obligations of the Company is limited to the amount unpaid, if any, on the Ordinary Shares held by them.

Shareholders' rights in respect of their investment in the Company are governed by the Articles, the Companies Law and the terms of the Placing Letter (as appropriate). Under Guernsey law, the following types of claim may in certain circumstances be brought against a company by its shareholders: contractual claims under its articles of incorporation; claims in misrepresentation in respect of statements made in its prospectus and other documents; claims in respect of assumptions of responsibility by a director in favour of an individual shareholder; unfair prejudice claims under sections 349 to 352 of the Companies Law; and derivative actions arising under Guernsey customary law. In the event that a Shareholder

considers that it may have a claim against the Company in connection with such investment in the Company, such Shareholder should consult its own legal advisers.

Rights against third parties, including third party service providers

The Company is in part reliant on the performance of third party service providers, including the Investment Adviser and the Asset Manager (which are both wholly owned by the Company), the Nominated Adviser, the Registrar and the Administrator.

Without prejudice to any potential right of action in tort that a Shareholder may have to bring a claim against a service provider, each Shareholder's contractual relationship in respect of its investment in Ordinary Shares is with the Company only. Accordingly, no Shareholder will have any contractual claim against any service provider with respect to such service provider's default.

In the event that a Shareholder considers that it may have a claim against a third party service provider in connection with such Shareholder's investment in the Company, such Shareholder should consult its own legal advisers.

Jurisdiction and applicable law

As noted above, Shareholders' rights are governed principally by the Articles and the Companies Law. By subscribing for Ordinary Shares, investors agree to be bound by the Articles and the terms of the Placing Letter, which are governed by, and construed in accordance with, the laws of Guernsey or England and Wales, as appropriate.

Recognition and enforcement of foreign judgments

A final and conclusive judgment under which a sum of money is payable (not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or penalty) obtained in the superior courts in the reciprocating countries set out in the Judgments (Reciprocal Enforcement) (Guernsey) Law 1957 (the "**1957 Law**") (which include the Supreme Court and the Senior Courts of England and Wales, excluding the Crown Court) after a hearing on the merits would be recognised as a valid judgment by the Guernsey courts and would be enforceable in accordance with and subject to the provisions of the 1957 Law.

The Courts of Guernsey would also recognise any final and conclusive judgment under which a sum of money is payable (not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty) obtained in a court not recognised by the 1957 Law provided such court is deemed to have jurisdiction in accordance with the principles of private international law as applied by Guernsey, and such judgment would be sufficient to form the basis of proceedings in the Guernsey Courts for a claim for liquidated damages in the amount of such judgment. In such proceedings, the Guernsey Courts would not re-hear the case on its merits save in accordance with such principles of private international law.

16 April 2014