



Sable Mining Afr.Ltd

Offering to Raise Approximately ?15 million

RNS Number : 6941R
Sable Mining Africa Limited
29 October 2013

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**29
2013**

October

**Sable Mining Africa Limited
AIM : SBLM**

NEWS RELEASE

SABLE MINING ANNOUNCES OFFERING TO RAISE APPROXIMATELY £15 MILLION

Sable Mining Africa Limited ("**Sable Mining**" or the "**Company**") is pleased to announce it intends to undertake a private placement of ordinary shares (each, a "**Share**") at a price to be determined through an accelerated book-building process to raise gross proceeds of approximately £15 million (approximately US\$24.1 million) (the "**Offering**").

The net proceeds of the Offering will be applied to the continued development of the Company's Nimba Iron Ore Project in south-east Guinea, including the completion of a Bankable Feasibility Study, and for general corporate purposes.

The Offering will be led by GMP Securities Europe LLP, acting as sole Bookrunner (the "**Bookrunner**"). The Company and the Bookrunner intend to enter into an agreement (the "**Placing Agreement**") in connection with the Offering.

The Offering is subject to the terms and conditions set out in the Appendix to this Announcement.

Application will be made to the London Stock Exchange plc for admission to trading of the Shares on the AIM Market of the London Stock Exchange plc ("**AIM**") ("**Admission**"). It is expected that Admission will become effective on or around 5

November 2013 and that dealings in the Shares will commence at that time. The Offering is conditional upon, inter alia, Admission becoming effective.

By choosing to participate in the Offering and by making an oral or written and legally binding offer to acquire Shares, investors will be deemed to have read and understood this Announcement (including the Appendix) in its entirety and to be making such offer on the terms and subject to the conditions contained herein and to be providing the representations, warranties, indemnities, acknowledgements, agreements and undertakings contained in the Appendix to this Announcement.

The final offering price of the Shares and determination of the total number of Shares to be sold pursuant to the Offering will be determined in the context of the market with final terms to be determined following the completion of a book-building process. The books will open with immediate effect and close at the sole discretion of the Bookrunner. Details of the number of Shares offered and price at which they are offered will be announced as soon as practicable after the close of the book-building process.

Closing of the Offering is subject to certain conditions including, but not limited to, the execution of a definitive placing agreement between the Company and the Bookrunner and the receipt of all necessary approvals, including Admission. The closing of the Offering is expected to occur on or about 5 November 2013, or such other date as the Company and the Bookrunner may agree. The Offering is also conditional upon the placing agreement to be entered into between the Company and the Bookrunner not having been terminated.

Your attention is drawn to the detailed terms and conditions of the Offering described in the Appendix to this Announcement (which forms part of this Announcement).

For further information please visit www.sablemining.com or contact:

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Forward Looking Statements:

Certain information in this Announcement relating to Sable Mining is forward-looking and related to anticipated events and strategies. When used in this context, words such as "will", "anticipate", "believe", "plan", "intend", "target" and "expect" or similar words suggest future outcomes. By their nature, such statements are subject to significant risks and uncertainties that may cause actual results or events to differ materially from current expectations, including: risks normally incidental to exploration and development of mineral properties; uncertainties in the interpretation of results from drilling and test work; the possibility that future exploration, development or mining results will not be consistent with expectations; regulatory, judicial, quasi-judicial and government decisions; the possibility that the Company will not enter into the Placing Agreement and/or complete the Offering; economic conditions; availability and cost of financing; estimates of capital and

operating costs and start-up costs; implementation of plans regarding construction activities; and future unforeseen liabilities and other factors including, but not limited to, those listed under "Risk Factors" in the Company's Admission Document, a copy of which is available at www.sablemining.com/documents/admission-document.pdf. Readers are cautioned not to place undue reliance on forward-looking statements as actual results could differ materially from the plans, expectations, estimates or intentions expressed in the forward-looking statements. Forward-looking information speaks only as of the date on which it is made and, except as may be required by applicable law, Sable Mining disclaims any obligation to update or modify such forward-looking information, either as a result of new information, future events or for any other reason.

This Announcement is for information purposes only and shall not constitute an offer to buy, sell, issue, or subscribe for, or the solicitation of an offer to buy, sell, issue, or subscribe for any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

GMP Securities Europe LLP (the "**Bookrunner**"), which is a member company of GMP Securities L.P ("**GMP**"), is authorised and regulated in the United Kingdom by the Financial Conduct Authority ("**FCA**") and is acting for Sable Mining and no-one else in respect of the Offering. Neither GMP nor the Bookrunner will be responsible to anyone other than Sable Mining for providing the protections afforded to customers of GMP or its affiliates, nor for providing advice in connection with the Offering or any other matters referred to herein.

No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by the Bookrunner and/or GMP or by any of their respective affiliates or agents or brokers as to or in relation to, the accuracy or completeness of this Announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefore is expressly disclaimed.

The distribution of this Announcement and the Offering in certain jurisdictions may be restricted by law. No action has been taken by Sable Mining or the Bookrunner and/or GMP or by any of their respective affiliates or agents or brokers that would permit the Offering or possession or distribution of this Announcement or any other offering or publicity material relating to the Offering in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement becomes available are required by Sable Mining and the Bookrunner to inform themselves about, and to observe, such restrictions.

The price of the Shares and the income from them may go down as well as up and investors may not get back the full amount invested on disposal of the Shares. The Offering is only being made, and may only be, made to and is directed at (1) with respect to the United Kingdom, persons in the United Kingdom who are either (1) both (a) a "Qualified Investor" within the meaning of Section 86(7) of the Financial Services and Markets Act 2000 ("**FSMA**") and (b) within the categories of persons referred to in Article 19(5) (Investment professionals) or Article 49(2)(a) to (d) (High net worth companies, unincorporated associations, etc.) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005, or persons in the United Kingdom to whom the Offering may otherwise be made or to whom the Offering may otherwise be directed in the United Kingdom without an approved prospectus (within the meaning of Section 85(7) of FSMA) having been made available to the public in the United Kingdom before the Offering is made, and without making an unlawful financial promotion; (2) with respect to the United States, persons outside the United States pursuant to Regulation S under the U.S. Securities Act in an "offshore transaction" (as such term is defined in Regulation S under U.S. the

Securities Act) of 1933 as amended (the "**U.S. Securities Act**") or persons inside the United States only to a limited number of "qualified institutional buyers" ("**QIBs**", as defined in Rule 144A under the U.S. Securities Act of 1933) pursuant to an exemption from registration under the Securities Act in a transaction not involving any public offering; or (3) other persons who represent and warrant that they and any person acting on their behalf are entitled to participate in the Offering under the laws of all relevant jurisdictions which would apply to such persons, and that they and any person acting on their behalf are in compliance with applicable laws in the jurisdiction of their residence, the residence of the Company, or otherwise; all such persons in (1), (2) and (3) above together being referred to as "**Relevant Persons**". The Shares being offered are only available to, and any invitation, offering or agreement to subscribe, purchase or otherwise acquire such securities will be engaged in only with, persons who are Relevant Persons. Any person who is not a Relevant Person should not act or rely on this Announcement or any of its contents. This Announcement does not contain an offer or constitute any part of an offer to the public within the meaning of Sections 85 and 102B of FSMA or otherwise. This Announcement is not an "approved prospectus" within the meaning of Section 85(7) of FSMA and a copy of it has not been, and will not be, delivered to the FCA in accordance with the Prospectus Rules or delivered to any other authority which could be a competent authority for the purpose of the Prospectus Directive. Its contents have not been examined or approved by the London Stock Exchange plc (the "**London Stock Exchange**"), nor has it been approved by an "authorised person" for the purposes of Section 21 of FSMA.

The Shares have not been and will not be registered under the United States Securities Act, or any state securities laws, and may not be offered, sold or delivered within the United States except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. The Bookrunner has agreed that, except as permitted by the Placing Agreement and as expressly permitted by applicable laws of the United States, it will not offer or sell the Shares within the United States. The Placing Agreement permits the Bookrunner, through certain of GMP's U.S. broker-dealer affiliates, to offer and sell the Shares in the United States to QIBs pursuant to an exemption from registration under the U.S. Securities Act in a transaction not involving any public offering, and otherwise in accordance with any applicable state securities laws. This Announcement does not constitute an offering to sell, or a solicitation of an offering to buy, any Shares in the United States and there will be no public offering of Shares in the United States. Moreover, the Placing Agreement provides that the Bookrunner will offer and sell the Shares outside the United States only in accordance with Regulation S under the U.S. Securities Act. Until 40 days after the commencement of the Offering, an offer or sale of the Shares within the United States by a dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act unless such Offering or sale is made pursuant to an exemption from registration under the U.S. Securities Act.

Persons (including individuals, funds or otherwise) by whom or on whose behalf a commitment to acquire Shares under the Offering has been given will be deemed to have read and understood this Announcement, including the Appendix, in its entirety and to be participating in such Offering on the terms and conditions, and to be providing the representations, warranties, acknowledgements, and undertakings contained in the Appendix.

This Announcement, including the Appendix, is not for distribution directly or indirectly in or into the United States (including its territories and possessions, any State of the United States and the District of Columbia) or any jurisdiction into which the same would be unlawful. No public offering of securities of Sable Mining will be made in connection with the Offering in the United Kingdom, the United States or elsewhere.

The Shares issued pursuant to the Offering may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the **United States, Australia, Japan, Canada, Hong Kong or Singapore** or any other jurisdiction.

Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of the Appendix or this Announcement should seek appropriate advice before taking any action.

The Shares to be issued pursuant to the Offering will not be admitted to trading on any stock exchange other than the AIM Market of the London Stock Exchange. Neither the content of the Company's website nor any website accessible by hyperlinks on the Company's website is incorporated in, or forms part of, this Announcement (save for the reference to "Risk Factors" set out above).

APPENDIX

TERMS AND CONDITIONS - IMPORTANT INFORMATION REGARDING THE OFFERING

Details of the Offering

It is proposed that GMP Securities Europe LLP (the "**Bookrunner**") will enter into an agreement with the Company (the "**Placing Agreement**") under which, subject to the conditions referred to therein, the Bookrunner will agree to use commercially reasonable best efforts to arrange for purchasers ("**Placees**") for the Shares at the placing price that is to be determined as described below.

The Offering is conditional upon the Placing Agreement being entered into and becoming unconditional in all respects.

The Shares will, when issued, be credited as fully paid and will rank pari passu in all respects with the existing ordinary shares of the Company including the right to receive all dividends and other distributions declared, made or paid in respect of such ordinary shares after the date of issue of the Shares pursuant to the Offering.

As part of the Offering, the Company will agree that it will not offer, issue or sell any ordinary shares for a period of 90 days after Admission, without the prior consent of the Bookrunner. Such agreement is subject to certain customary exceptions and will not prevent the Company from granting or exercising options pursuant to the terms of the existing employee share schemes of the Company or other share options or warrants to subscribe for ordinary shares issued by the Company.

Application for Admission

Application will be made to London Stock Exchange plc for admission to trading of the Shares on AIM ("**Admission**"). It is expected that Admission will become effective on or around 5 November 2013 and that dealings in the Shares will commence at that time.

Participation in, and principal terms of, the Offering

GMP Securities Europe LLP is acting as sole bookrunner to the Offering.

Participation in the Offering will only be available to persons who may lawfully be, and are, invited to participate by the Bookrunner. The Bookrunner and its affiliates are entitled to participate in the Offering as principal.

The placing price per Share and the number of Shares to be issued will be agreed between the Bookrunner and the Company following completion of a book-building

exercise by the Bookrunner (the "**Bookbuild**").

Each prospective Placee's allocation (in each case the "**Offering Participation**") will be determined by the Bookrunner in its sole discretion and will be confirmed orally by the Bookrunner as agent of the Company ("**Confirmation**"). Confirmation will constitute an irrevocable legally binding commitment upon that person (who will at that point become a Placee) to subscribe for the number of Shares allocated to it at the Placing Price on the terms and conditions set out in this Appendix (a copy of the terms and conditions having been provided to the Placee prior to or at the same time as such oral confirmation) and in accordance with the Company's articles of association. For the avoidance of doubt, the Confirmation constitutes each Placee's irrevocable legally binding agreement, subject to the Placing Agreement not having been terminated, to pay the aggregate settlement amount for the Shares to be subscribed for by that Placee regardless of the total number of Shares (if any) subscribed for by any other investor(s).

The Bookrunner reserves the right to scale back the number of Shares to be subscribed by any Placee in the event of an oversubscription under the Offering. The Bookrunner also reserves the right not to accept offers for Shares or to accept such offers in part rather than in whole.

Each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to the Bookrunner as agent of the Company, to pay in cleared funds immediately following Admission in accordance with the 'Registration and Settlement' requirements set out below, an amount equal to the product of the Placing Price and the number of Shares such Placee has irrevocably agreed to subscribe for and in respect of which the Company has agreed to allot and issue.

Except as required by law or regulation, no press release or other announcement will be made by the Bookrunner or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.

Irrespective of the time at which a Placee's Offering Participation is confirmed, settlement for all Shares to be acquired pursuant to the Offering will be required to be made at the same time, on the basis explained below under 'Registration and Settlement'.

Completion of the Offering will be subject to the fulfilment of the conditions referred to below under 'Conditions of the Offering' and to the Offering not being terminated on the basis referred to below under 'Termination of the Placing Agreement'. In the event that the Placing Agreement is not entered into or does not otherwise become unconditional in any respect or, after having been entered into, is terminated, the Offering will not proceed and all funds delivered by the Placee to the Bookrunner in respect of the Placee's Offering Participation will be returned to the Placee at the Placee's risk without interest.

By participating in the Offering, each Placee will agree that its rights and obligations in respect of the Offering will terminate only in the circumstances described below and will not otherwise be capable of rescission or termination by the Placee.

By participating in the Offering, each Placee will be deemed to have read and understood this Announcement, including the Appendix, in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements, and undertakings contained in the Appendix. In particular, each such Placee represents, warrants, acknowledges and undertakes that it will acquire, hold, manage or dispose of any Shares that are allocated to it for the purposes of its business; and that it (and any such account for which it is acting is) is (a) outside the United States and is subscribing for the Shares

in an "offshore transaction" (within the meaning of Regulation S under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**")) or (b) is a QIB and is subscribing for the Shares pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act.

By participating in the Offering, each Placee will acknowledge that the Company may be or may become a "passive foreign investment company" or "**PFIC**" within the meaning of section 1297 of the Internal Revenue Code of 1986, as amended, for United States federal income tax purposes and represent and warrant that it will consult with its own independent tax adviser as to the United States federal, state and local tax consequences of any investment in the Company as applicable;

To the fullest extent permissible by law, neither the Company, the Bookrunner nor any of their affiliates shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither the Bookrunner nor any of its affiliates shall have any liability (including to the extent permissible by law, any fiduciary duties) in respect of the Bookrunners' conduct of the Bookbuild or of such alternative method of effecting the Offering as the Bookrunner and the Company may agree.

Conditions of the Offering

Completion of the Offering and the Placing Agreement is conditional on, inter alia:

- (a) the Placing Agreement being executed and not being terminated in accordance with its terms;
- (b) the warranties contained in the Placing Agreement being true and accurate and not misleading at all times before and at Admission;
- (c) the Company complying in all material respects with its obligations under the Placing Agreement to the extent the same are to be performed or satisfied prior to Admission;
- (d) the Company allotting, subject only to Admission, the Shares in accordance with the Placing Agreement; and
- (e) Admission taking place not later than 8 a.m. (London time) on 29 November 2013 or such later date as the Company and the Bookrunner may otherwise agree (not being later than 8 a.m. (London time) on 2013).

If (i) any of the conditions contained in the Placing Agreement are not fulfilled or waived by the Bookrunner, by the respective time or date where specified (or such later time or date as the Company and the Bookrunner may agree), (ii) any of such conditions becomes incapable of being fulfilled or (iii) the Placing Agreement is terminated in the circumstances specified below, the Offering in relation to the Shares will lapse and the Placee's rights and obligations hereunder in relation to the Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof.

The Bookrunner may, at its discretion and upon such terms as it thinks fit, waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to certain of the conditions in the Placing Agreement or extend the time provided for fulfilment of any such conditions. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

Neither the Bookrunner nor the Company nor any other person 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 they may make as to whether or not to waive or

to extend the time and/or the date for the satisfaction of any condition to the Offering nor for any decision they may make as to the satisfaction of any condition or in respect of the Offering generally and by participating in the Offering each Placee agrees that any such decision is within the absolute discretion of the Bookrunner.

Termination of the Offering

Following execution of the Placing Agreement, the Bookrunner will be entitled, at any time before Admission, to terminate the Placing Agreement by giving notice to the Company if, inter alia:

- (a) any of the conditions specified in the Placing Agreement have not been satisfied or waived by the Bookrunner by the time and/or date specified therein (or such later date as the Company and the Bookrunner may agree); or
- (b) any order to cease or suspend trading in any securities of the Company or prohibiting or restricting the distribution of any of the Shares is made, or proceedings are announced, commenced or threatened for the making of any such order, by any Securities Commission or similar Regulatory Authority, any stock exchange or any other competent authority, and has not been rescinded, revoked or withdrawn;
- (c) there has been any breach by the Company of, or any event rendering untrue or incorrect in any respect, any of the warranties or representations or of any other provision of the Placing Agreement to an extent which, in the sole opinion of the Bookrunner, would be material in the context of the Offering; or
- (d) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) in relation to the Company or its material subsidiaries is instituted or threatened or announced or any order is made by any governmental body having jurisdiction over the Company or its material subsidiaries (other than an inquiry, action, suit, investigation or proceeding or order based solely upon the activities or alleged activities of the Bookrunner), which has not been rescinded, revoked or withdrawn and which, in the opinion of the Bookrunner, acting reasonably, operates to prevent or materially restrict the distribution of the Shares into any jurisdiction to which the law been lawfully offered or would prevent or materially restrict the distribution of the Shares under the Placing Agreement or would prevent or materially restrict trading in the Shares or would reasonably be expected to materially adversely affect the market price or value of the Shares; or
- (e) in the opinion of the Bookrunner (acting in good faith), there has been (i) a change in national or international financial, political, economic or stock market conditions, (ii) an incident of terrorism, outbreak or escalation of hostilities, war, declaration of martial law or any other calamity or crisis, (iii) suspension or material limitation in trading of securities, or (iv) any change in currency exchange rates or exchange controls or a disruption of settlement systems or a material disruption or general moratorium in commercial banking, in each case as would, in the sole opinion of the Bookrunner (acting in good faith) be likely to prejudice the value or marketability of the Shares or the success of the Offering.

Upon such termination, the parties to the Placing Agreement will be released and discharged (except for any liability arising before or in relation to such termination) from their respective obligations under or pursuant to the Placing Agreement subject to certain exceptions.

By participating in the Offering, Placees agree that the exercise by the Bookrunner of any right of termination or by the Bookrunner of any other discretion under the Placing Agreement will be within the absolute discretion of the Bookrunner, and that the Bookrunner need not make any reference to Placees and that the Bookrunner shall have no liability to Placees whatsoever in connection with any such exercise or failure so to exercise.

No Prospectus

No offering document or prospectus has been or will be submitted to be approved by the FCA in relation to the Offering and Placees' commitments will be made solely on the basis of the information contained in this Announcement (including the Appendix).

Each Placee, by accepting a participation in the Offering, agrees that the content of this Announcement (including this Appendix) is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information, representation, warranty, or statement made by or on behalf of the Company or the Bookrunner or any other person and none of the Company or the Bookrunner nor any other person will be liable for any Placee's decision to participate in the Offering based on any other information, representation, warranty or statement which the Placees may have obtained or received. 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 Offering. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Registration and Settlement

Settlement of transactions in the Shares following Admission and payment of the purchase price payable for a Placee's Offering Participation (the "**Purchase Price**") (will take place within the system administered by Euroclear UK & Ireland Limited ("**CREST**") on a delivery versus payment basis, subject to certain exceptions. The Company reserves the right to require settlement for and delivery of the Shares (or a portion thereof) to Placees in certificated form if in the Bookrunners' reasonable opinion delivery or settlement is not possible or practicable within the CREST system or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Each Placee allocated Shares in the Offering will, subsequent to the Confirmation, be sent a contract note stating the number of Shares to be allocated to it. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions that it has in place with the Bookrunner.

Trade date:	30 October 2013
Settlement date:	5 November 2013
ISIN code for the Shares:	VGG7762V1076
Deadline for input instructions into CREST:	3pm (UK time) on 4 November 2013

Settlement of transactions in the Shares, when purchased pursuant to the Offering, will take place by the crediting of Depositary Interests to a CREST account operated by the Bookrunner as agent for the Company in respect of Placees procured by the Bookrunner and the Bookrunner will enter its delivery (DEL) instruction into the

CREST system. The input to CREST by a Placee of a matching or acceptance instruction will then allow delivery of the relevant Depository Interests to that Placee against payment of the Purchase Price.

It is expected that settlement will be on 5 November on a T + 4 basis in accordance with the instructions given to the Bookrunner. Settlement will be through the Bookrunner against CREST ID 116.

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 LIBOR as determined by the Bookrunner.

Each Placee is deemed to agree that, in addition to any rights the Company may have under the provisions of its articles of association, if it does not comply with these obligations, the Company may sell any or all of the Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the Company'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 below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon the sale of such Shares on such Placee's behalf.

If 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 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 Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. Placees will not be entitled to receive any fee or commission in connection with the Offering.

Representations and Warranties

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

1. Represents and warrants that it has read this Announcement, including the Appendix, in its entirety;
2. Confirms that the exercise by the Bookrunner of any right of termination or any right of waiver exercisable by the Bookrunner contained in the Placing Agreement, without limitation, the right to terminate the Placing Agreement, is within the absolute discretion of the Bookrunner who will not have any liability to any Placee whatsoever in connection with any decision to exercise or not exercise any such rights;
3. Acknowledges that if (i) any of the conditions in the Placing Agreement are not satisfied (or, where relevant, waived), or (ii) the Placing Agreement is terminated or (iii) the Placing Agreement does not otherwise become unconditional in all respects, the Offering will lapse and its rights and obligations hereunder shall cease and determine at such time and no claim shall be made by any Placee in respect thereof;
4. Acknowledges that no offering document or prospectus has been, or will be, prepared in connection with the placing of the Shares and represents and warrants that it has not received a prospectus or other offering document in connection therewith;

5. Acknowledges that the Company's ordinary shares are (and the Shares will be) 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 and that it is able to obtain or access such information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other AIM traded company, without undue difficulty;
6. Acknowledges that neither the Bookrunner nor the Company nor any of their affiliates nor any person acting on behalf of any of them has provided, and will not provide it, with any material regarding the Shares or the Company or any other person other than this Announcement; nor has it requested the Bookrunner or the Company nor any of their affiliates or any person acting on behalf of any of them to provide it with any such information;
7. Acknowledges that (i) it is not and, if different the beneficial owner of the Shares is not at the time the Shares are acquired will not be a resident of Australia, Canada or Japan, and (ii) that the Shares have not been and will not be registered under the securities legislation of the United States, Australia, Canada or Japan and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, in or into those jurisdictions;
8. Acknowledges that the content of this Announcement is exclusively the responsibility of the Company and that neither the Bookrunner nor any person acting on their behalf 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 Offering based on any information, representation or statement contained in this Announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to subscribe for the Shares is contained in this Announcement and any information previously published by the Company by notification to a Regulatory Information Service, such information being all that it deems necessary to make an investment decision in respect of the Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by the Bookrunner or the Company and neither the Bookrunner nor the Company will be liable for any Placee's decision to accept an invitation to participate in the Offering based on any other information, representation, warranty or statement. Each Placee further acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Offering;
9. Represents and warrants that neither it, nor the person specified by it for registration as a holder of Shares is, or is acting as nominee or agent for, and that the Shares will not be allotted to, a person who is or may be liable to stamp duty or stamp duty reserve tax under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depository receipts and clearance services);
10. Represents and warrants that it has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2003 and the Money Laundering Regulations 2007 (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. If within a reasonable time after a request for verification of identity the Bookrunner has not received such satisfactory evidence, the Bookrunner may, in their absolute discretion, terminate the Placee's Offering Participation in which event all funds (if any) delivered by the Placee to the Bookrunner pursuant to the Offering will be returned without interest to the account of the drawee bank or CREST account from which they were originally debited;

11. If a financial intermediary, as that term is used in Article 3(2) of the Directive of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading (No 2003/71/EC) (as amended) (the "**Prospectus Directive**") (including any relevant implementing measure in any member state), represents and warrants that the Shares purchased by it in the Offering will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a member state of the European Economic Area which has implemented the Prospectus Directive other than to qualified investors, or in circumstances in which the prior consent of the Bookrunner has been given to the proposed offer or resale;
12. Represents and warrants that it has not offered or sold and, will not offer or sell any Shares to persons in the United Kingdom, 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 UK Financial Services and Markets Act 2000 ("**FSMA**");
13. Represents and warrants that it has not offered or sold and will not offer or sell any 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 in 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 (including any relevant implementing measure in any member state);
14. 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 FSMA) relating to the Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
15. Represents and warrants that it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Shares in, from or otherwise involving, the United Kingdom;
16. Represents and warrants that it is a 'qualified investor' within the meaning of (a) if in the United Kingdom, section 86(7) of FSMA; or (b) if outside the United Kingdom, the Prospectus Directive (including any relevant implementing measure in any member state);
17. Represents and warrants that it is a person falling within Article 19(5) and/or Article 49(2)(a) to (d) of the Financial Services Markets Act 2000 (Financial Promotion) Order 2005 or is a person to whom this Announcement may otherwise lawfully be communicated;
18. Represents and warrants that it and any person acting on its behalf is entitled to subscribe for and purchase the Shares under the laws of all relevant jurisdictions which would apply to it, and that it and any person acting on its behalf is in compliance with applicable laws in the jurisdiction of its residence, the residence of the Company, or otherwise;
19. Acknowledges that the Shares have not been and will not be registered under the U.S. Securities Act of and further acknowledges that the Shares are being offered and sold only (i) outside the United States pursuant to Regulation S under the U.S. Securities Act in an "offshore transaction" (as such term is defined in Regulation

S under U.S. the Securities Act) or (ii) in the United States only to limited number of "qualified institutional buyers" ("**QIBs**", as defined in Rule 144A under the U.S. Securities Act), pursuant to an exemption from registration under the Securities Act in a transaction not involving any public offering;

20. Represents and warrants that it is (and any such account for which it is acting is) either (i) a QIB that has been provided with and has executed and returned (or shall be deemed to have executed and returned) to the Bookrunner (or its affiliates) a US investor letter setting certain representations, warranties and agreements in relation to the Placing, in the United States; or (ii) outside the United States and is acquiring the Shares in an "offshore transaction", as defined in and in accordance with, Regulation S;

21. Undertakes that it (and any person acting on its behalf) will make or procure payment for the Shares allocated to it in accordance with this Announcement on the due time and date set out herein, failing which the relevant Shares may be placed with other subscribers or sold as the Bookrunner may in their discretion determine and without liability to such Placee;

22. Acknowledges that its allocation (if any) of Shares will represent a maximum number of Shares which it will be entitled, and required, to subscribe for, and that the Bookrunner may call upon it to subscribe for a lower number of Shares (if any), but in no event in aggregate more than the aforementioned maximum;

23. Acknowledges that neither the Bookrunner, nor any of its affiliates, nor any person acting on their behalf, are making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Offering and that participation in the Offering is on the basis that it is not and will not be a client of the Bookrunner and that the Bookrunner has no duties or responsibilities to it for providing the protections afforded to its clients or customers or for providing advice in relation to the Offering nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;

24. Undertakes that the person whom it specifies for registration as holder of the Shares will be (i) itself or (ii) its nominee, as the case may be. Neither the Bookrunner 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 Offering and it agrees to indemnify the Company and the Bookrunner in respect of the same on the basis that the Shares will be allotted to the CREST stock account of the Bookrunner who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;

25. Acknowledges that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions and any non-contractual obligations arising out of or in connection with such agreements shall be governed by and construed in accordance with the laws of England and Wales 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 English courts 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 Shares (together with any interest chargeable thereon) may be taken by the Company or the Bookrunner 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;

26. Acknowledges that the terms set out in this Appendix and the allocation of Shares (including the Purchase Price payable) as confirmed to a Placee, constitute the entire agreement to the terms of the Offering and a Placee's participation in the Offering to the exclusion of prior representations, understandings and agreements between them. Any variation of such terms must be in writing.

27. Agrees that the Company and the Bookrunner and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to the Bookrunner on their own behalf and on behalf of the Company and are irrevocable;

28. Agrees to indemnify and hold the Company and the Bookrunner and their respective affiliates 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 Offering;

29. Acknowledges that its commitment to purchase for Shares will be on the terms set out herein and will continue notwithstanding any amendment that may in future be made to the terms of the Offering and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's conduct of the Offering. The foregoing representations, warranties and confirmations are given for the benefit of the Company and the Bookrunner. The agreement to settle a Placee's subscription (and/or the subscription of a person for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to the subscription by it and/or such person direct from the Company for the Shares in question. Such agreement assumes, and is based on a warranty from each Placee, that neither it, nor the person specified by it for registration as holder, of Shares is, or is acting as nominee or agent for, and that the Shares will not be allotted to, a person who is or may be liable to stamp duty or stamp duty reserve tax under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depository receipts and clearance services). If there are any such arrangements, or the settlement relates to any other dealing in the Shares, stamp duty or stamp duty reserve tax may be payable. In that event the Placee agrees that it shall be responsible for such stamp duty or stamp duty reserve tax, and neither the Company nor the Bookrunner shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify the Underwriters accordingly;

30. Acknowledges that no action has been or will be taken by any of the Company, the Bookrunner or any person acting on behalf of the Company or the Bookrunner that would, or is intended to, permit a public offer of the Shares in any country or jurisdiction where any such action for that purpose is required;

31. Acknowledges that it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the Shares. It further acknowledges that it is experienced in investing in securities of this nature and is aware that it may be required to bear, and is able to bear, the economic risk of, and are able to sustain a complete loss in connection with the Offering. It has relied upon its own examination and due diligence of the Company and its associates taken as a whole, it has not relied on any research material produced by the Bookrunner, the Company or any third party in relation to, or on behalf of, the Company, and the terms of the Offering, including the merits and risks involved; and

32. Acknowledges and agrees that any Shares that it is allocated in the Offering will be allotted and issued to the Depository, and that the Company shall procure that

the Depositary shall issue Depositary Interests representing the Shares allocated to it in accordance with the procedures set out under 'Registration and Settlement' herein, and that the Bookrunner shall have no responsibility or liability in respect of the acts of, or failure to act by, the Depositary.

The foregoing representations, warranties and confirmations are given for the benefit of the Company as well as the Bookrunner.

In addition, Placees should note that they will be liable for 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 of any Shares or the agreement by them to subscribe for any Shares.

Each Placee and any person acting on behalf of each Placee will be deemed to acknowledge and agree that the Bookrunner or any of their respective affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Shares.

When a Placee or person acting on behalf of the Placee is dealing with the Bookrunner, any money held in an account with the Bookrunner 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 FCA made under FSMA. The Placee will be deemed to acknowledge 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 Bookrunners' money in accordance with the client money rules and will be used by the Bookrunner in the course of its own business; and the Placee will rank only as a general creditor of the Bookrunner. All times and dates in this Announcement may be subject to amendment. The Bookrunner shall notify the Placees and any person acting on behalf of the Placees of any changes.

Past performance of the Company or its ordinary shares is no guide to future performance and persons needing advice should consult an independent financial adviser.

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