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## **HARBOURVEST GLOBAL PRIVATE EQUITY LIMITED**

### **SECONDARY PLACING**

13 May 2010

*Except where otherwise defined, the defined terms in this announcement (including its appendices) (the "**Announcement**") shall be given the same meaning as set out in the announcement made by the Company on 13 April 2010 (the "**Liquidity Plan Announcement**").*

#### **Secondary Placing**

Following on from the Liquidity Plan Announcement of 13 April 2010, the Company's Joint Brokers, J.P. Morgan Cazenove and Oriel Securities Limited, intend to coordinate a matching purchase and sale facility pursuant to which Placing Shares will be made available to be acquired by eligible investors identified by the Joint Brokers.

In connection with the Secondary Placing, purchase and sale instructions between \$5.25 and \$6.50 (being the indicative price range for the Secondary Placing) may be accepted by the Joint Brokers.

Existing shareholders who wish to sell part or all of their shareholding should contact either of the Joint Brokers for more information and will be required to complete such anti-money laundering and "know-your-client" procedures as the Joint Brokers may require.

Eligible purchasers of Placing Shares under the Secondary Placing will be entitled to receive a Put Right. Please see below for further information on the Put Rights.

The exact number of Placing Shares to be sold under the Secondary Placing, and the pricing of those Placing Shares, will be determined following a book-build programme coordinated by the Joint Brokers.

The books will open with immediate effect. The books are expected to close no later than 15H00 (BST) on 17 May 2010, and pricing and allocations will be announced as soon as practicable thereafter. The timing of the closing of the book, pricing and allocations may be accelerated at the absolute discretion of the Joint Brokers.

Attention is drawn to the detailed terms and conditions of the Secondary Placing set out in Appendix A to this Announcement.

#### **Put Rights**

As described in the Liquidity Plan Announcement, the Company intends to provide a Put Right to those eligible investors who acquire Placing Shares in the Secondary Placing.

In addition, for a limited period after completion of the Secondary Placing, the Company intends to provide a Put Right to those eligible investors who purchase Shares in the market (the "**Market Put Right Offer**"). The Market Put Right Offer will commence following announcement of the completion of the Secondary Placing and further details of the Market Put Right Offer will be announced by the Company in due course.

The Market Put Right Offer will not be made, directly or indirectly, in or into, or by the use of the mails or any means or instrumentality (including, without limitation, telephonically or electronically) of interstate or foreign commerce of, or any facilities of a national securities exchange of, the United States, and exercise of the Put Rights will not be accepted by any such use, means, instrumentality or facility or from within the United States, and doing so may render invalid any purported exercise.

The Put Right will entitle eligible holders to sell the number of Shares acquired pursuant to the Secondary Placing or during the period of the Market Put Right Offer back to the Company on 15 November 2011 at the lower of (i) the placing price set in the Secondary Placing (the "**Placing Price**") and (ii) the estimated Economic NAV per Share (as defined below) as at 31 October 2011 (such lower price in (i) and (ii) being the "**Exercise Price**").

The maximum amount which the Company will make available for the purpose of repurchasing Shares pursuant to the Put Rights is US\$40 million or such other amount as the Company may determine and notify to investors via a regulatory information service announcement (the "**Put Offer Target**"). Put Rights will therefore be issued in respect of such maximum number of Shares as would result (if all such Put Rights were exercised at the Placing Price) in the aggregate repurchase price of such Shares being equal to the Put Offer Target. Based on a Put Offer Target of US\$40 million and an indicative pricing range for the Secondary Placing of US\$5.25-US\$6.50, the Company would expect to issue Put Rights in respect of between 6.2 million and 7.6 million Shares.

Any Share repurchases pursuant to the Put Rights will be financed from the Company's available resources, including the US\$500 million credit facility with Bank of Scotland plc which expires in December 2014. As at 31 March 2010, the Company had an estimated NAV of US\$716 million (US\$8.63 per share) and cash and remaining available credit facility of US\$396 million. The Company intends to announce its Monthly Update (including details of its estimated NAV) as at 30 April 2010 on 14 May 2010.

Attention is drawn to the detailed terms and conditions of the Put Rights set out in Appendix B to this Announcement.

There should be no immediate UK tax consequences for a United Kingdom resident or ordinarily resident investor upon the grant of the Put Right. The provision of the Put Right to United Kingdom resident investors who acquire (i) Placing Shares in the Secondary Placing, or (ii) Shares in the market during the period of the Market Put Right Offer should not result in the Company falling within the definition of an "offshore fund" for the purposes of the UK offshore fund rules contained in Part 8 of the Taxation (International and Other Provisions) Act 2010. If an investor exercises their Put Right, the grant and exercise of the Put Right will be treated as a single transaction for UK tax purposes. Investors who are resident or ordinarily resident in the United Kingdom, or who carry on business in the UK through a branch, agency or permanent establishment with which their investment in the Company is connected may, depending on their circumstances and subject to any available exemption or relief, be liable to United Kingdom tax

on chargeable gains realised on the sale of Shares back to the Company pursuant to the Put Rights.

### **Impact of Put Rights on NAV**

Under US GAAP the Company will be required to book the "fair value" of any outstanding Put Rights as a liability. Initially, the "fair value" of the Put Rights (assuming Put Rights are issued in respect of the maximum \$40 million Put Offer Target) is expected to be approximately \$5 million or \$0.06 per Share, but the "fair value" will rise or fall as the Share price falls below or rises above the Exercise Price, respectively.

While this accounting treatment will result in a temporary decrease in NAV per Share (as calculated in accordance with US GAAP), the economic impact of the Put Right is much different. Upon exercise or expiration, the Put Rights will be either accretive to the NAV per Share (if the Put Right is exercised and the Exercise Price is below the Company's NAV per Share on the Exercise Date, excluding the impact of the Put Right) or neutral to the NAV per Share (if the Put Right is not exercised or, if the Put Right is exercised, the Exercise Price is equal to the NAV per Share on the Exercise Date, excluding the impact of the Put Right). For this reason, the Company believes that an adjustment to the NAV per Share as calculated in accordance with US GAAP is the most appropriate measure of economic value to holders of the Shares.

The Company therefore intends to report an "Economic NAV per Share" as its primary reporting metric for its Monthly Updates and management analysis. The Economic NAV per Share will exclude the "fair value" of the liability arising as a result of the issue of the Put Rights and therefore represents the most conservative outcome upon the maturity of the Put Rights.

### **For further information, please contact:**

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### About the Company

HVPE is a Guernsey-incorporated closed-end investment company designed to offer shareholders long-term capital appreciation by investing in a private equity portfolio diversified by geography, strategy, vintage year and industry. HVPE invests in and alongside HarbourVest-managed funds which focus on primary partnership commitments, secondary investments, and direct investments in operating companies. HVPE is managed by HarbourVest Advisers L.P., an affiliate of HarbourVest Partners, LLC, a leading private equity fund-of-funds manager which has committed more than US\$30 billion to private equity investments over its 28-year history.

### Important Information

*This Announcement (including its appendices) has been approved for issue in the UK for the purposes of section 21 of the UK Financial Services and Markets Act 2000 ("FSMA") by HarbourVest Partners (UK) Limited ("HarbourVest UK") which is authorised and regulated by the UK Financial Services Authority (the "FSA").*

*This Announcement is for information purposes only and does not constitute or form part of any offer to issue or sell, or the solicitation of an offer to acquire, purchase or subscribe for, any securities in any jurisdiction and should not be relied upon in connection with any decision to subscribe for or acquire any Placing Shares or Put Rights. In particular, this Announcement does not constitute or form part of any offer to issue or sell, or the solicitation of an offer to acquire, purchase or subscribe for, any securities in the United States or to US Persons (as defined in Regulation S under the US Securities Act of 1933, as amended (the "Securities Act" and such persons, "US Persons")). Neither this Announcement nor any copy of it may be taken, released, published or distributed, directly or indirectly to US Persons or in or into the United States (including its territories and possessions), Canada, Australia or Japan, or any jurisdiction where such action would be unlawful. Accordingly, recipients represent that they are able to receive this Announcement without contravention of any applicable legal or regulatory restrictions in the jurisdiction in which they reside or conduct business. No recipient may distribute, or make available, this Announcement (directly or indirectly) to any other person. Recipients of this Announcement should inform themselves about and observe any applicable legal requirements in their jurisdictions.*

*The Placing Shares and the Put Rights have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, accordingly, may not be offered, sold, resold, transferred, delivered or distributed, directly or indirectly, within the United States or to US Persons. In addition, the Company is not registered under the US Investment Company Act of 1940, as amended (the "Investment Company Act") and shareholders of the Company will not have the protections of that act. There will be no public offer of the Placing Shares in the United States or to US Persons. The Placing Shares and the Put Rights are being offered and sold only outside the United States in offshore transactions to persons who are not US Persons in accordance with Regulation S under the Securities Act. The Placing Shares and the Put Rights have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Placing Shares or the Put Rights. Any representation to the contrary is a criminal offence in the United States.*

*This Announcement is for information purposes only and is addressed only to and directed only to persons whose ordinary activities involve them in acquiring, holding, managing and disposing of investments (as principal or agent) for the purposes of their business, who have professional experience in matters relating to investments, who have been invited to participate in the Secondary Placing by the Joint Brokers and who are: (a) outside the UK to whom this Announcement may lawfully be addressed; or (b) in a member state of the European Economic Area ("EEA") (other than in the UK) and who are qualified investors ("Qualified Investors") within the*

meaning of article 2(1)(e) of the EU Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**") and to whom this Announcement may otherwise lawfully be addressed; or (c) are in the UK and are "qualified investors" within the meaning of section 86(7) of FSMA; all such persons together referred to as "Relevant Persons".

This Announcement must not be acted on or relied on by persons who are not Relevant Persons. Persons distributing this Announcement must satisfy themselves that it is lawful to do so. Any investment or investment activity to which this Announcement relates is available only to Relevant Persons and will be engaged in only with Relevant Persons.

The Placing Shares and the Put Rights have not been and will not be registered under the relevant laws of Canada, Australia or Japan and may not be offered, sold, resold, taken up, transferred, delivered or distributed, directly or indirectly, within Canada, Australia or Japan except pursuant to an applicable exemption from registration requirements. There will be no public offer of Placing Shares or Put Rights in Canada, Australia or Japan.

This Announcement has been prepared by the Company and its investment manager, HarbourVest Advisers L.P. (the "**Investment Manager**"). No liability whatsoever (whether in negligence or otherwise) arising directly or indirectly from the use of this Announcement is accepted and no representation, warranty or undertaking, express or implied, is or will be made by the Company, the Investment Manager, HarbourVest UK, the Joint Brokers or any of their respective directors, officers, employees, advisers, representatives or other agents ("**Agents**") for any information or any of the opinions contained herein or for any errors, omissions or misstatements. None of the Investment Manager, HarbourVest UK, the Joint Brokers nor any of their respective Agents makes or has been authorised to make any representation or warranties (express or implied) in relation to the Company or as to the truth, accuracy or completeness of this Announcement, or any other written or oral statement provided. In particular, no representation or warranty is given as to the achievement or reasonableness of, and no reliance should be placed on any projections, targets, estimates or forecasts contained in this Announcement and nothing in this Announcement is or should be relied on as a promise or representation as to the future. Other than as required by applicable laws, the Company gives no undertaking to update this Announcement or any additional information, or to correct any inaccuracies in it which may become apparent and the distribution of this Announcement shall not be deemed to be any form of commitment on the part of the Company to proceed with any transaction.

Any person purchasing Placing Shares and acquiring Put Rights pursuant to the Secondary Placing is responsible for making their own assessment of the merits of investing in the Company and will be deemed to acknowledge and agree that they have not been advised in relation to such investment by the Company, HarbourVest UK or the Joint Brokers, or any of their respective affiliates.

This Announcement includes statements that are, or may be deemed to be, "forward looking statements". These forward looking statements can be identified by the use of forward looking terminology, including the terms "believes", "projects", "estimates", "anticipates", "expects", "intends", "plans", "goal", "target", "aim", "may", "will", "would", "could", "should" or "continue" or, in each case, their negative or other variations or comparable terminology. These forward looking statements include all matters that are not historical facts and include statements regarding the intentions, beliefs or current expectations concerning, among other things, the Company's shareholder base, the trading of its securities and the success of the Secondary Placing, the Market Put Right Offer or the Liquidity Plan. By their nature, forward looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future and may be beyond the Company's ability to control or predict. Forward looking statements are not guarantees of future performance. More detailed information on the potential factors which could affect the financial results of the Company is contained in the Company's public filings and reports.

In particular, there can be no guarantee that the Secondary Placing and Market Put Right Offer will achieve all or any of the Company's objectives in relation to them as described in this Announcement and the Liquidity Plan Announcement. None of the Company, the Investment Manager or the Joint Brokers or any of their respective Agents shall have any liability to anyone participating in the Secondary Placing (whether as buyer or seller) or anyone purchasing Shares in the market (during the Market Put Right Offer Period or otherwise) if such objectives are not achieved.

J.P. Morgan Securities Ltd. (which conducts its UK investment banking and corporate broking business as J.P. Morgan Cazenove) and Oriel Securities Limited are acting for the Company in connection with the matters described in this Announcement and (unless otherwise expressly agreed) no one else, and will not be responsible to anyone other than the Company for providing the protections

*afforded to clients of J.P. Morgan Securities Ltd. or Oriel Securities Limited or for providing advice to any other person in connection therewith.*

*HarbourVest Global Private Equity Limited is registered with the Netherlands Authority for the Financial Markets as a collective investment scheme which may offer participations in The Netherlands pursuant to article 2:66 of the Financial Markets Supervision Act (Wet op het financieel toezicht). All investments are subject to risk. Past performance is no guarantee of future returns. Prospective investors are advised to seek expert legal, financial, tax and other professional advice before making any investment decision. The value of investments may fluctuate. Results achieved in the past are no guarantee of future results.*

*This Announcement is issued by the Company, which is registered with the Netherlands Authority for the Financial Markets and whose registered address is at Anson Place, Mill Court, La Charroterie, St Peter Port, Guernsey GY1 1EJ.*

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## APPENDIX A

### TERMS AND CONDITIONS OF THE SECONDARY PLACING

#### IMPORTANT INFORMATION ON THE SECONDARY PLACING FOR INVITED PLACEES ONLY

If a potential placee of Placing Shares in the Secondary Placing (a "**Placee**") indicates to the Joint Brokers that it wishes to participate in the Secondary Placing by making an offer to acquire Placing Shares it will be deemed to have read and understood this Appendix A and the Announcement of which it forms part in their entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, agreements and acknowledgements, contained in this Appendix A. In particular, each such Placee represents, warrants and acknowledges that it is a Relevant Person and undertakes that it will acquire, hold, manage and dispose of any Placing Shares that are allocated to it for the purposes of its business only.

Further, each such Placee represents, warrants and agrees that (a) it is a Qualified Investor and, if it is a financial intermediary as that term is used in Article 3(2) of the Prospectus Directive, that the Placing Shares purchased by it in the Secondary Placing 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 circumstances which may give rise to an offer of securities to the public other than an offer or resale in a member state of the EEA which has implemented the Prospectus Directive to Qualified Investors, or in circumstances in which the prior consent of the Joint Brokers has been given to each such proposed offer or resale; and (b) it is not a US Person, is outside the United States and is purchasing the Placing Shares in an offshore transaction for its own account or is purchasing the Placing Shares for an account with respect to which it exercises sole investment discretion and that it (and any such account) is not a US Person and is outside the United States, within the meaning of Regulation S under the Securities Act.

This Appendix A and the Announcement of which it forms part do not constitute an offer to sell or issue or the invitation or solicitation of an offer to buy or subscribe for Placing Shares or Put Rights in any jurisdiction including, without limitation, the United Kingdom, the Netherlands, the United States, Canada, South Africa, Australia or Japan. This Announcement and the information contained herein is not for release, publication or distribution, directly or indirectly, to persons in the United States, Canada, South Africa, Australia or Japan or any jurisdiction in which such release, publication or distribution is unlawful.

In particular, the Placing Shares and Put Rights referred to in this Announcement have not been and will not be registered under the Securities Act and may not be offered, sold or transferred as part of the Secondary Placing except in offshore transactions to persons who are not US Persons and who are outside the United States in accordance with Regulation S under the Securities Act. In addition, the Company is not registered under the Investment Company Act and the shareholders of the Company will not have the protections of that act. Neither the Placing Shares nor the Put Rights have been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Secondary Placing or the accuracy or adequacy of this Announcement. Any representation to the contrary is a criminal offence in the United States.

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

### **Bookbuilding**

Commencing today, the Joint Brokers will be conducting a bookbuilding exercise (the "**Bookbuilding**") to determine demand for participation in the Secondary Placing. The Joint Brokers will seek to procure Placees as part of this Bookbuilding. This Appendix A gives details of the terms and conditions of, and the mechanics of participation in, the Bookbuilding and the Secondary Placing. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

### **Principal terms of the Bookbuilding**

By participating in the Bookbuilding and the Secondary Placing, Placees will be deemed to have read and understood this Announcement, including this Appendix A, in its entirety and to be participating and making an offer for Placing Shares and Put Rights on the terms and conditions, and to be providing the representations, warranties, acknowledgements and undertakings, contained in this Appendix A.

The Joint Brokers are arranging the Secondary Placing as agents of the Company. The Joint Brokers are entitled, but are not obliged, to enter bids as principal in the Bookbuilding.

A person eligible to participate in the Secondary Placing should communicate its bid by telephone to its usual sales contact at the relevant Joint Broker. Any bid should state the number of Placing Shares the person wishes to acquire or the total monetary amount which it is offering to subscribe for Placing Shares. The Joint Brokers reserve the right not to accept bids or to accept bids in part rather than in whole. The acceptance of bids shall be at the Joint Brokers' absolute discretion.

The Bookbuilding will establish a single price (the "**Placing Price**") at which Shares will be bought and sold pursuant to the Secondary Placing. The Bookbuilding is expected to close no later than 15H00 (BST) on 17 May 2010. The timing of the closing of the books, pricing and allocations is at the discretion of the Joint Brokers.

If successful, each Placee's allocation will be confirmed to it orally by the relevant Joint Broker following the close of the Bookbuilding, and a conditional contract note will be dispatched as soon as possible thereafter. Oral confirmation from the relevant Joint Broker to such Placee, following completion of the Bookbuilding, will constitute a legally binding commitment upon such Placee to purchase the number of Placing Shares allocated to it on the terms and conditions set out in this Appendix A. Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to the relevant Joint Broker 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 purchase.

A further announcement will be made following the close of the Bookbuilding detailing the Placing Price and the number of Placing Shares to be sold and purchased (the "**Results Announcement**"). It is expected that the Results Announcement will be made as soon as practicable after the close of the Bookbuilding.

A bid in the Bookbuilding will be made on the terms and conditions in this Appendix A and will be legally binding on the Placee by which, or on behalf of which, it is made and will not be capable of variation or revocation after the close of the Bookbuilding. All obligations under the Secondary Placing will be subject to the fulfilment of the conditions referred to below under "Conditions of the Secondary Placing".

### **Conditions of the Secondary Placing**

The Secondary Placing is conditional on:

- (a) a determination by the Joint Brokers that existing shareholders are prepared to make what the Joint Brokers consider to be a sufficient number of Shares available for sale in the Secondary Placing;
- (b) a determination by the Joint Brokers that the Secondary Placing will (in terms of the identity of the purchasers of Shares under the Secondary Placing and otherwise) achieve the Company's objectives in relation to the Secondary Placing; and
- (c) the publication of the Results Announcement through a regulatory information service by not later than 18H00 (BST) on 18 May 2010 (or such later time and/or date as the Joint Brokers may determine)

(together, the "**Conditions**").

If the Conditions set out above are not fulfilled or (where applicable) waived by the Joint Brokers, the Secondary Placing will lapse and a Placee's rights and obligations hereunder shall cease and determine at such time and no claim can be made by or on behalf of any Placee in respect thereof.

By participating in the Bookbuilding and Secondary Placing, each Placee agrees that its rights hereunder are conditional upon the Secondary Placing becoming unconditional in all respects as described above and that its rights and obligations will terminate only in the circumstances described above and will not be capable of rescission or termination by it after oral confirmation of its allocation of Placing Shares by the relevant Joint Broker following the close of the Bookbuilding. The Company and the Joint Brokers may in their absolute discretion and upon such terms as they think fit waive fulfilment of any of the Conditions (in whole or part) set out above. The Company and the Joint Brokers reserve the right to waive or to extend the time and/or date for fulfilment of the relevant Conditions. Any such extension or waiver will not affect Placees' commitments as set out in this Appendix A. Neither of the Joint Brokers 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 any of them may make as to whether or not to waive or to extend the time and/or date for the fulfilment of any Condition.

By participating in the Secondary Placing, each Placee agrees that the exercise by the Joint Brokers of any right or other discretion in connection with the Secondary Placing shall be within the absolute discretion of the Joint Brokers and that the Joint Brokers need not make any reference to such Placee and that neither of the Joint Brokers nor the Company shall have any

liability to such Placee (or to any other person whether acting on behalf of a Placee or otherwise) whatsoever in connection with any such exercise.

### **No prospectus**

No offering document or prospectus has been or will be submitted to be approved by the UK Financial Services Authority (the "FSA") or any other regulatory body in relation to the Placing Shares or the Put Rights and Placees' commitments will be made solely on the basis of the information contained in this Announcement, the Results Announcement and any information publicly announced via a regulatory information service by or on behalf of the Company prior to the date of this Announcement (including, without limitation, the summary document published by the Company in connection with Admission and the Company's latest published financial statements) ("**Publicly Available Information**"). Each Placee, by accepting a participation in the Secondary Placing, agrees that the contents of this Announcement, the Results Announcement and any Publicly Available Information are exclusively the responsibility of the Company, confirms that it has not relied on any other information, representation, warranty or statement made by or on behalf of the Company or the Joint Brokers or any other person, and that neither of the Joint Brokers nor the Company nor any other person will be liable for any Placee's decision to participate in the Secondary Placing based on any such 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 Secondary Placing and with respect to the Placing Shares and the Put Rights. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

### **Representations and warranties**

By participating in the Secondary Placing, each prospective Placee (and any person acting on such Placee's behalf) represents, warrants, acknowledges and/or undertakes (as appropriate) in favour of the Joint Brokers, the Company and the Investment Manager:

1. that it has read this Appendix and the Announcement of which it forms part in their entirety and will not redistribute them;
2. that the only information upon which it has relied in committing itself to purchase the Placing Shares is that contained in this Announcement, the Results Announcement and the Publicly Available Information, for which the Joint Brokers do not accept any responsibility, such information being all that it deems necessary to make an investment decision, 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 Joint Brokers and acknowledges that neither of the Joint Brokers nor the Company will be liable for any Placee's decision to commit itself to purchase Placing Shares based on any other information, representation, warranty or statement. Each Placee further represents and warrants that it has relied exclusively on its own investigation of the business, financial or other position of the Company in deciding to purchase Placing Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation;
3. that if it has received any confidential price sensitive information about the Company in advance of the Secondary Placing, it has not (i) dealt in the securities of the Company, (ii) encouraged or required another person to deal in the securities of the Company, or (iii)

- disclosed such information to any person, prior to the information being made generally available;
4. that (terms used in this paragraph 4 that are defined in Regulation S are used below as defined therein):
    - (a) it is not a US Person and is not acquiring the Placing Shares and/or Put Rights for the account or benefit of a US Person;
    - (b) it is acquiring the Placing Shares and/or Put Rights in an offshore transaction meeting the requirements of Regulation S;
    - (c) it is aware that the Placing Shares and/or Put Rights have not been and will not be registered under the Securities Act and are not to be offered or sold as part of the Secondary Placing in the United States or to, or for the account or benefit of, US Persons;
    - (d) it acknowledges that it will only be permitted to transfer the Placing Shares in an offshore transaction outside the United States to persons not known to the transferor to be a US Person, or to the Company or an affiliate thereof;
    - (e) it is aware that the Company has not registered under the Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States to ensure that the Company is not and will not be required to register under the Investment Company Act;
    - (f) if it is acquiring any Placing Shares and/or Put Rights as a fiduciary or agent for one or more accounts, it has sole investment discretion with respect to each such account and it has full power to make such foregoing representations and agreements on behalf of each such account; and
    - (g) the Secondary Placing and Market Put Right Offer are not being, and will not be, made, directly or indirectly, in or into, or by the use of the mails or any means or instrumentality (including, without limitation, telephonically or electronically) of interstate or foreign commerce of, or any facilities of a national securities exchange of, the United States, and exercise of the Put Rights will not be accepted by any such use, means, instrumentality or facility or from within the United States, and doing so may render invalid any purported exercise;
  5. that it is not, and at the time the Placing Shares are purchased will not be, purchasing on behalf of a resident of Australia, Canada, South Africa or Japan;
  6. that the Placing Shares have not been and will not be registered under the securities legislation of Australia, Canada, South Africa or Japan and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within those jurisdictions;
  7. that it, and any person acting on its behalf, is entitled to purchase Placing Shares under the laws of all relevant jurisdictions which apply to it and that it has fully observed such laws and obtained all such governmental and other guarantees and other consents which may be required thereunder and complied with all necessary formalities;

8. where it is purchasing Placing Shares for one or more managed accounts, represents and warrants that it is authorised in writing by each managed account (i) to subscribe for the Placing Shares for each managed account; and (ii) to make on its behalf the representations, warranties, acknowledgements and agreements in this Appendix A and the Announcement of which it forms part. Each Placee agrees to indemnify and hold the Company and Joint Brokers 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 and warranties in this paragraph 8. Each Placee agrees that the provisions of this paragraph 8 shall survive the resale of the Placing Shares by or on behalf of the managed accounts;
9. (a) if it is in the United Kingdom, 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 2000 and the Money Laundering Regulations 2003 (the "**Regulations**") and, if it is 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; or (b) if it is in any other jurisdiction, that it has complied with all obligations in connection with money laundering and terrorist financing applicable to it in such jurisdiction;
10. that it and any person on whose behalf it is acting falls within article 2(1)(e) of the Prospectus Directive and section 86(7) of FSMA, being a qualified investor, and within Article 19(5) and/or 49(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) and is otherwise a Relevant Person and undertakes that it will acquire, hold, manage and dispose of any Placing Shares that are allocated to it for the purposes of its business only;
11. if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, that the Placing Shares purchased by it in the Secondary Placing 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 circumstances which may give rise to an offer of securities to the public other than an offer or resale in a member state of the EEA which has implemented the Prospectus Directive to Qualified Investors, or in circumstances in which the prior consent of the Joint Brokers has been given to each such proposed offer or resale;
12. that it has not offered or sold and will not offer or sell any Placing Shares to persons in any member state of the EEA except to Qualified Investors or otherwise in circumstances which have not resulted and which will not result in an offer of transferable securities to the public in any member state of the EEA within the meaning of the Prospectus Directive (including any relevant implementing measures in any member state);
13. 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 Placing Shares and/or the Put Rights in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
14. that it is not acting in concert (within the meaning given in the City Code on Takeovers and Mergers and Part XII of FSMA) with any other Placee or any other person in relation to the Company;

15. that it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving the United Kingdom;
16. that it has all necessary capacity and has obtained all necessary consents and authorities to enable it to commit to purchase Placing Shares pursuant to the Secondary 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 (including this Appendix A));
17. that it will pay for the Placing Shares to be acquired by it in accordance with the instructions provided to it by the Joint Brokers, failing which the relevant Placing Shares may be sold to other persons at such price as the Joint Brokers may determine and without liability to such Placee, and that it will remain liable for any shortfall between the net proceeds of such sale and 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 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;
18. to pay any capital duty, stamp duty or stamp duty reserve tax and all other stamp, issue, securities, transfer, registration, documentary or other similar duties or taxes payable or otherwise required to be paid in respect of the delivery or transfer of the Placing Shares or any interest therein to or by it, or the acquisition or disposal of, or in connection with any agreement to acquire or for the delivery or transfer of, the Placing Shares or any interest therein to it or by it pursuant to or as a result of the arrangements contemplated by this Appendix A or in connection with the issue, execution or delivery of and any interest or penalties payable in respect thereof and to indemnify (on an after tax basis) and hold harmless the Joint Brokers, the Company and their respective agents to the extent that the Joint Brokers and/or the Company and/or any such agents pay or are or become liable to pay any amount in respect of such duties and taxes. None of the Company, HarbourVest UK, the Joint Brokers or any of their respective Agents shall be liable to pay any amount pursuant to this paragraph 18;
19. that any agreements entered into by it pursuant to these terms and conditions shall be governed by and construed in accordance with the laws of England and it submits (on behalf of itself and on behalf of any Placee 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 Placing Shares (together with any interest chargeable thereon) may be taken 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;
20. that the Joint Brokers, the Company and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to the Joint Brokers and the Company and are irrevocable; and
21. to indemnify and hold the Company, the Investment Manager, HarbourVest UK and the Joint Brokers 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 A and further agrees that the provisions of this Appendix A shall survive after completion of the Secondary Placing.

Stamp, registration, documentary, transfer and similar taxes or duties payable will be the responsibility of the relevant Placee and the Placee, or the Placee's nominee, in respect of whom (or in respect of the person for whom it is participating in the Secondary Placing as an agent or nominee) the transfer or delivery of Placing Shares has given rise to such stamp, registration, documentary, transfer or similar taxes or duties undertakes to pay such taxes and duties forthwith and to indemnify on an after-tax basis and to hold harmless the Company and the Joint Brokers in the event that any of the Company and/the Joint Brokers has incurred any such liability to such taxes or duties.

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

## APPENDIX B

### TERMS AND CONDITIONS OF THE PUT RIGHTS

#### 1. Issue of the Put Rights

- 1.1 The Company will issue a Put Right to each Eligible Purchaser (as defined below) who acquires Shares (a) pursuant to the Secondary Placing or (b) in the market during the period (to be determined by the Company and announced to investors via a regulatory information service announcement) of the Market Put Right Offer (the "**Market Put Right Offer Period**").
- 1.2 The Put Right issued to a particular Eligible Purchaser shall relate to a number of Shares (subject to adjustment as provided for in paragraph 3 below) equal to the number of Shares purchased by such Eligible Purchaser in the Secondary Placing and/or during the Market Put Right Offer Period.
- 1.3 Each Eligible Purchaser who acquires Placing Shares pursuant to the Secondary Placing will automatically be issued a Put Right, which shall be evidenced by a certificate issued by the Company to such Eligible Purchaser. Each Eligible Purchaser who acquires Shares during the Market Put Right Offer Period will, in order to be issued a Put Right, need to register with the Company in accordance with the procedure notified to investors by the Company.
- 1.4 An "Eligible Purchaser" is any purchaser of Shares who: (a) is not a US Person and is not acquiring the Placing Shares and Put Rights in or from the United States or for the account or benefit of a US Person; (b) is not, and is not acquiring the Placing Shares and Put Rights for the account or benefit of, a citizen or resident of Australia, Canada, South Africa or Japan or any other jurisdiction in which the same would be unlawful; (c) is a person to whom a Put Right may be issued by the Company without breaching any applicable law or regulation of any relevant jurisdiction and without the Company having to obtain any licences or other regulatory approvals, or make any regulatory or other filings, in any jurisdiction; (d) who is able to make such representations and warranties, and provide such documentation and other information, to the Company as it may in its absolute discretion require; and (e) (except where the Company agrees otherwise) is not acquiring Placing Shares in its capacity as a market intermediary or a market maker.

#### 2. The Put Rights

- 2.1 The holder of a Put Right shall, subject to paragraphs 2.2 and 3 below, have a right to sell the number of Shares to which such Put Right relates to the Company for cash on 15 November 2011 (the "**Exercise Date**") at a price per Share equal to the lower of (a) the Placing Price and (b) the Economic NAV per Share (as estimated by the Company) as at 31 October 2011 (the "**Exercise Price**").
- 2.2 The entitlement of the holder of a Put Right to exercise the right to sell Shares to the Company pursuant to such Put Right shall be conditional on (a) the Board being satisfied that the Company will satisfy the "solvency test" set out in the Companies (Guernsey) Law, 2008 (as amended) as at the date on which the relevant Shares are to be acquired by

the Company; and (b) the Company being satisfied that the exercise of such Put Right, and the repurchase of Shares by the Company pursuant to such Put Right, would not involve a breach of any applicable law and/or regulation in any jurisdiction.

2.3 In order to exercise (in whole or in part) a Put Right on the Exercise Date, the holder of the Put Right must:

- (a) lodge a notice in the form required by the Company (the "**Put Right Exercise Notice**") with the Administrator (or such other person as the Company may require); and
- (b) follow such other instructions and the procedure set out in the Put Right Exercise Notice and provide such other information and/or documentation as the Company or the Administrator (or such other person) may require,

in each case, by not later than 15H00 (BST) on the second business day prior to the Exercise Date (or by such other date and time as may be notified by the Company to the holders of Put Rights).

2.4 Once lodged, a Put Right Exercise Notice shall be irrevocable save with the consent of the Company (which may be withheld in its absolute discretion).

2.5 It is anticipated that payments to the holders of Put Rights which have been successfully exercised on the Exercise Date will be paid not later than ten days following the Exercise Date (or at such other time as the Directors may reasonably determine in the circumstances). Further details of how repurchase monies will be paid to the holders of Put Rights who exercise such Put Rights will be contained in the Put Right Exercise Notice.

2.6 The exercise of Put Rights by any person will be subject to such requirements, conditions, restrictions, limitations or prohibitions as the Company may impose, in its sole discretion, for the purpose of complying with the securities laws of the United States or of any other relevant jurisdiction.

### **3. Adjustments of Put Rights**

If at any time prior to the Exercise Date, the Company declares the terms of any event which the Company considers may have a diluting or concentrative effect on the Shares, the Company may in respect of each Put Right issued by the Company: (i) make the corresponding adjustment(s), if any, to the Exercise Price, the number of Shares to which the relevant Put Right relates and/or any other variable relevant to the exercise, settlement, payment or other terms of the Put Right as the Company determines (in its absolute discretion) appropriate to account for that diluting or concentrative effect; and (ii) determine (in its absolute discretion) the effective date of the adjustment(s).

### **4. General**

4.1 A Put Right is personal to the Eligible Purchaser to whom it is issued and is not transferable or assignable to any other person.

- 4.2 Any notification or communication made by the Company to the holders of Put Rights pursuant to these terms and conditions may be made by way of announcement via a regulatory information service (and the Company shall not be responsible for ensuring that any holder of a Put Right becomes aware of the publication or contents of any such announcement).
- 4.3 Any determination or adjustment made pursuant to these Terms and Conditions by the Company shall be final and binding on each of the holders of Put Rights.