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SALE AND PURCHASE AGREEMENT

between

STANDARD LIFE EUROPEAN PRIVATE EQUITY TRUST PLC

and

THE STANDARD LIFE ASSURANCE COMPANY**Dickson Minto W.S.****11 Walker Street
Edinburgh
EH3 7NE**SCT SMDOL1WX 0176
COMPANIES HOUSE 28/06/01

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Agreed Forms:

Opinion from S J Berwin
Opinion from Bedell Cristin
Forms of Adherence



PARTIES:

- (1) **STANDARD LIFE EUROPEAN PRIVATE EQUITY TRUST PLC** a company incorporated in Scotland with registered number 216638 and having its registered office at 1 George Street, Edinburgh EH2 2LL (hereinafter the "Purchaser"); and
- (2) **THE STANDARD LIFE ASSURANCE COMPANY** a company incorporated in Scotland with registered number SZ000004 and having its registered office at Standard Life House, 30 Lothian Road, Edinburgh, EH1 2DH (hereinafter the "Vendor").


RECITALS:

- (A) The Vendor carries on *inter alia* the business of acquiring, holding and disposing of investments and part of its undertaking comprises the Subjects of Sale (as hereinafter defined).
- (B) The Vendor is the beneficial owner of all the Subjects of Sale and has the right, power and authority to dispose or procure the disposal of all the Subjects of Sale free from any claims, liens, charges and encumbrances.
- (C) The Vendor has offered to sell and the Purchaser has agreed to purchase, in reliance upon the representations, warranties and undertakings of the Vendor hereinafter contained or referred to, the Subjects of Sale on and subject to the terms and conditions and for the consideration hereinafter appearing.

AGREEMENT:

1. DEFINITIONS

In this Agreement and the Schedule unless the context shall otherwise require, words and expressions shall be interpreted in accordance with and have the meanings ascribed to them in Part 3 of the Schedule.



2. CONDITIONS PRECEDENT

2.1 Without prejudice to the obligations of the Vendor under this Agreement, the obligation of the Purchaser to complete the sale and purchase of the Subjects of Sale herein provided for is conditional upon:-

2.1.1 admission of the Consideration Shares to the Official List of the UKLA and to trading on the main market of the LSE ("Admission");

2.1.2 all necessary consents to the transfers of the Partnership Interests and the Sale Shares having been obtained by the Vendor;

2.1.3 there being no matter which, if existing at Admission, would constitute a breach of any of the Warranties, contained in this Agreement; and

2.1.4 there being no breach by the Vendor of any of its obligations to the Purchaser under this Agreement.

2.2 Without prejudice to the obligations of the Purchaser under this Agreement, the obligation of the Vendor to complete the sale and purchase of the Subjects of Sale herein provided for is conditional upon:

2.2.1 allotment (conditional only on Admission) of the Consideration Shares;

2.2.2 Admission; and

2.2.3 a report with respect to the valuation of the Subjects of Sale as at the Valuation Date (as required pursuant to section 103 of the Companies Act 1985) having been made to the Purchaser and a copy having been sent to the Vendor.

3.

- 2.3 The Purchaser reserves the right to waive any or all of the conditions in Clause 2.1 (other than the condition contained in Clause 2.1.1).
- 2.4 It is expressly agreed and declared that any act or omission by the Purchaser indicating that the conditions in Clause 2.1 (or any of them) have been satisfied or shall be deemed to be satisfied or shall be waived shall be wholly without prejudice to its rights under any other Clause of this Agreement.
- 2.5 In the event that the conditions in Clause 2.1 have not been fulfilled or waived on or prior to 31 August 2001 entirely to the Purchaser's satisfaction, the Purchaser shall be entitled by notice in writing to the Vendor to terminate this Agreement whereupon the Purchaser shall cease to have any liability under this Agreement. Any such termination shall be without prejudice to the liability of the Vendor in respect of any prior breach of its obligations to the Purchaser pursuant to this Agreement or otherwise.
- 2.6 In the event that the conditions in Clause 2.2 have not been fulfilled on or prior to 31 August 2001 entirely to the Vendor's satisfaction, the Vendor shall be entitled by notice in writing to the Purchaser, to terminate this Agreement whereupon the Vendor shall cease to have any liability under this Agreement.

3. SALE AND PURCHASE

- 3.1 The Vendor shall sell as beneficial owner and the Purchaser, relying on the Warranties herein contained, shall purchase the Subjects of Sale with effect from Admission, free from all liens, charges and encumbrances but together with all rights, privileges and advantages attached or accruing thereto

4.

including (but without prejudice to the generality of the foregoing) all dividends and distributions declared, made or paid thereon, on or after Admission and together with all rights of the Vendor against previous owners of the Subjects of Sale or including, in relation to the Sale Shares, of shares from which the Sale Shares are derived.

- 3.2 The Purchaser shall not be obliged to complete the purchase of any of the Subjects of Sale unless the sale and purchase of all of the Subjects of Sale is completed simultaneously but completion of the purchase of some of the Subjects of Sale shall not affect the rights of the Purchaser with respect to the others.
- 3.3 The Vendor shall procure that all rights of pre-emption which may be competent to any person in respect of the Subjects of Sale and the transfer thereof whether under the bye-laws of the relevant FCPR or under the relevant Partnership Agreement or otherwise are fully and effectually waived prior to Admission.
- 3.4 The Purchaser acknowledges to the Vendor that, with effect from Admission, it shall be responsible for the Unused Commitments in respect of the Subjects of Sale actually transferred to the Purchaser pursuant to this Agreement and undertakes to indemnify the Vendor in respect of any claims made against it for or in respect of such Unused Commitments.

4. CONSIDERATION

- 4.1 The consideration (the "Consideration") for the sale and purchase of the Subjects of Sale shall be satisfied by the allotment to the Vendor by the Purchaser of the Consideration Shares.

- 4.2 The Consideration Shares shall be allotted to the Vendor credited as fully paid subject to the terms of the Purchaser's memorandum and articles of association.

5. COMPLETION

- 5.1 On the Business Day prior to the Expected Admission Date the Vendor shall, subject to having received an undertaking from the Purchaser's Solicitors addressed to the Vendor's Solicitors in form and substance acceptable to the Vendor that each of the documents specified in Clauses 5.1.1 to 5.1.8 below shall be held as undelivered until such time as Admission occurs and that all such documents will be returned to the Vendor's Solicitors in the event that Admission does not occur on or prior to 31 August 2001, deliver to the Purchaser's Solicitors:-

- 5.1.1 duly executed transfers in favour of the Purchaser or such nominee or nominees of the Purchaser, as the Purchaser may nominate, in respect of all of the Partnership Interests (the "Deeds of Transfer");
- 5.1.2 all consents required in respect of the transfer of the Partnership Interests by the Vendor (or the Vendor's nominee as the case may be) to the Purchaser pursuant to the terms of the relevant Partnership Agreement or otherwise;
- 5.1.3 duly executed Forms of Adherence, in each case, signed by the relevant general partner (or equivalent);
- 5.1.4 a statement of all amounts drawn down or called by each Limited Partnership and/or FCPR from the Vendor (or the Vendor's nominee as the case may be) from the Valuation Time to and including the date of

such statement (the "Statement of Drawdowns")
 PROVIDED THAT if no amount has been drawn down
 or called in said period a Statement of Drawdowns
 stating this fact shall be delivered;

- 5.1.5 a statement of all amounts distributed (whether in cash
 or in specie) by each Limited Partnership and/or
 FCPR to the Vendor (or the Vendor's nominee as the
 case may be) from the Valuation Time to and
 including the date of such statement (the "Statement of
 Distributions") PROVIDED THAT if no amount has
 been distributed in said period a Statement of
 Distributions stating this fact shall be delivered;
 - 5.1.6 a cheque made payable to the Purchaser for an amount
 equal to the Aggregate Distribution Amount;
 - 5.1.7 a certificate executed on behalf of each of the relevant
 managers in the Agreed Form confirming, *inter alia*, its
 consent to the transfer of the Vendor's interest in Apax
 Capital Risque III FCPR and Midland Montagu
 Investissement FCPR respectively; and
 - 5.1.8 French and Jersey legal opinions issued by S J Berwin
 and Bedell Cristin respectively in the Agreed Form.
- 5.2 Conditionally upon delivery of all the documents specified in
 Clauses 5.1.1 to 5.1.8 above, the Purchaser shall, subject to
 having received an undertaking from the Vendor's Solicitors
 addressed to the Purchaser's Solicitors in form and substance
 acceptable to the Purchaser that the cheque referred to at Clause
 5.2.2 below shall be held as undelivered until such time as
 Admission occurs and that such cheque will be returned to the

7.

Purchaser's Solicitors in the event that Admission does not occur on or prior to 31 August 2001:

5.2.1 allot the Consideration Shares to the Vendor conditional upon Admission; and

5.2.2 deliver a cheque made payable to the Vendor for an amount equal to the Aggregate Drawdown Amount.

5.3 On the Expected Admission Date the Vendor shall deliver to the Purchaser:

5.3.1 the duly executed *ordres de mouvements* in respect of its interest in each of Apax Capital Risque III FCPR and Midland Montagu Investissement FCPR and shall use its reasonable endeavours to procure the registration of the transfers of such interests on that date; and

5.3.2 all consents required in respect of the transfer of the Sale Shares by the Vendor (or the Vendor's nominee as the case may be) to the Purchaser pursuant to the terms of the bye-laws relating to the relevant FCPR (including for the avoidance of doubt the registration certificates for the Sale Shares).

5.4 The Vendor shall execute all such other documents, and do all acts and things at the Vendor's cost which the Purchaser shall require to perfect the right, title and interest of the Purchaser and/or its nominees as the registered holder and beneficial owner of the Subjects of Sale.

6. DISTRIBUTIONS AND DIVIDENDS

6.1 The Vendor shall transfer to the Purchaser forthwith following Admission, the legal and beneficial ownership of all assets (excluding, for the avoidance of doubt, cash) distributed *in specie*

and received by it (or its nominee as the case may be) after the Valuation Time from any of the Limited Partnerships or FCPRs and where any such assets distributed *in specie* have been disposed of by the Vendor then the Vendor shall remit to the Purchaser forthwith following Admission the proceeds of disposal.

- 6.2 The Vendor shall remit all cash distributions or cash dividends received by it (or its nominee as the case may be) on or after Admission from any of the Limited Partnerships or FCPRs respectively to the Purchaser forthwith upon receipt by the Vendor (or its nominee as the case may be) of such distributions or dividends.

7. WARRANTIES AND REPRESENTATIONS

- 7.1 Notwithstanding the terms of any of the Forms of Adherence, the Vendor hereby warrants and represents to and undertakes with the Purchaser and its successors that the Warranties and each of the statements contained therein:-

7.1.1 were, as at the Valuation Time, and shall be at Admission or, in the case of the warranty set out in paragraph 4 of Part 2 of the Schedule, at Admission only, true and accurate in all respects save to the extent qualified by any statement of fact contained in the Prospectus;

7.1.2 are not and are not to be affected or limited by any previous or other disclosures express or implied to the Purchaser, its officers or representatives or professional advisers or by any investigation made by or on behalf of the Purchaser into the affairs of the

FCPRs or the Limited Partnerships or by any information of which the Purchaser or its agents have actual or constructive knowledge;

7.1.3 shall not in any respect be extinguished or affected by Admission and shall have effect as if given afresh at Admission.

7.2 Each of the Warranties shall be construed as separate and independent so that the Purchaser shall have a separate claim and right of action in respect of every breach of each such warranty, representation and undertaking.

8. LIMITATIONS ON WARRANTIES

8.1 The Vendor's aggregate liability under the Warranties shall, except where there has been fraud by the Vendor or where the Vendor is proved (by any reasonable means) to have knowingly failed to make a material disclosure, be limited to an amount equal to the value of the Consideration and for this purpose only each of the Consideration Shares shall be deemed to have been issued at £1.

8.2 No claim shall be brought for breach of the Warranties unless notice in writing of such claim (specifying in reasonable detail the event, matter or default which gives rise to the claim and an estimate of the amount claimed) has been given to the Vendor within six years of the date of publication of the Prospectus.

9. GENERAL

9.1 Continuing Effect

Notwithstanding completion of the events and matters referred to in this Agreement, this Agreement shall, except in so far as then implemented, remain in full force and effect and the

representations, warranties, undertakings and obligations contained in this Agreement shall, subject to the terms of this Agreement, continue to be enforceable at the instance of the Purchaser or its successors (which for the avoidance of doubt excludes assignees).

9.2 Time of the Essence

Save where the context otherwise specifically admits, time shall be of the essence as regards any date or period mentioned in this Agreement save only to the extent that any date or period be altered by written agreement between the Vendor and the Purchaser whereupon time shall be of the essence as regards such date or period as so altered.

9.3 Illegality

Each provision of this Agreement shall be construed separately and (save as otherwise expressly provided herein) none of the provisions hereof shall limit or govern the extent, application or construction of any other of them and notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the remaining provisions of this Agreement shall continue in full force and effect.

9.4 Interest

Interest will run on any sums payable to the Purchaser by the Vendor (or vice versa) under or in connection with this Agreement at a rate of 2 per cent. per annum above the base rate from time to time of The Governor and Company of the Bank of Scotland, such interest to run (as well before as after judgement or decree (as the case may be)) from the due date for payment

until the date upon which full payment is received by the Purchaser or the Vendor as the case may be.

9.5 Non-waiver

No failure or delay by the Purchaser to exercise any right or power hereunder shall operate as a waiver thereof nor shall any partial exercise preclude any other or further exercise or the exercise of any other right.

9.6 Entire Agreement

This Agreement and the documents referred to herein contain the entire Agreement between the parties or either of them with respect to the transactions contemplated herein and shall supersede all prior proposals, representations, agreements and negotiations relating thereto, whether written, oral or implied, between the parties or either of them or their respective advisers or any of them and no modification or alteration of this Agreement shall be enforceable except by an amendment in writing duly executed by or on behalf of the Vendor and the Purchaser or, in the case of a waiver, duly executed by the party waiving compliance.

9.7 Expenses

The parties shall each pay their own costs in connection with the preparation and negotiation of this Agreement.

9.8 Assignment

This Agreement and the provisions hereof shall not be capable of being assigned and/or transferred by either party.

10. NOTICES

10.1 All notices, requests, demands or other communications ("Communications") to or upon the respective parties hereto

shall be given at their respective addresses specified herein or, if different, the last known address of the relevant party. Notices may be given by personal delivery (in which case the notice shall be deemed to be served at the time of delivery), by recorded delivery mail if posted in the United Kingdom to an address within the United Kingdom (in which case the notice shall be deemed to be served 48 hours after the time of posting), by overseas registered mail if posted within the United Kingdom to an address outside the United Kingdom (in which case the notice shall be deemed to be served on the fifth Business Day after the time of posting) or by facsimile transmission ("fax") (in which case the notice shall be deemed to be served on the receipt of the appropriate transmission receipt).

- 10.2 Communications to the Vendor shall be given to the Vendor at the address specified herein and shall be marked "urgent - for the attention of Malcolm Wood, Director of Legal Services" with a copy to the Vendor's Solicitors at the address specified herein marked "urgent - for the attention of Kathleen Stewart" and Communications to the Purchaser shall be given to the Purchaser's Solicitors at the address specified herein and shall be marked "urgent - for the attention of Andrew Todd".

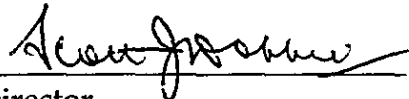
11. GOVERNING LAW

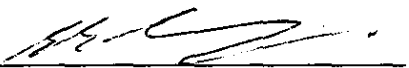
This Agreement shall be governed by and construed in all respects in accordance with the Law of Scotland and the parties hereto irrevocably

prorogate the non-exclusive jurisdiction of the Scottish Courts: IN
 WITNESS WHEREOF these presents consisting of this page, the 12
 preceding pages and the Schedule (comprising Parts 1A, 1B, 1C, 2 and
 3 inclusive) are executed as follows:-

EXECUTED for and on behalf of
 STANDARD LIFE EUROPEAN
 PRIVATE EQUITY TRUST
 PLC

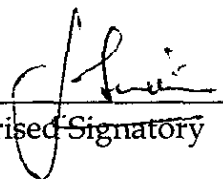
at Edinburgh
 on the 15th day of May 2001
 by Scott Dobbin, director
 and Simon Edwards, director

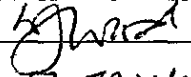

 Director


 Director

EXECUTED for and on behalf of
 THE STANDARD LIFE
 ASSURANCE COMPANY

at Edinburgh
 on the 15th day of May 2001
 by JAMES STREITON
 a duly authorised signatory
 in the presence of this witness:


 Authorised Signatory


 Witness

MALCOLM JAMES WOOD Full Name

30 LOTHIAN ROAD Address

EDINBURGH

DIRECTOR OF LEGAL SERVICES. Occupation

This is the Schedule referred to in the Sale and Purchase Agreement between Standard Life European Private Equity Trust PLC and The Standard Life Assurance Company dated 15 May 2001

SCHEDULE

PART 1A

UK PARTNERSHIP INTERESTS

(1) Limited Partnership	(2) Total Commitment	(3) Unused Commitments	(4) Amounts Distributed	(5) Capital Value	(6) Outstanding Loan	(7) Total Value
1. Apax European Buy-In Fund	€ 23,000,000	Nil	£9,404,627*	Nil	£4,210,923*	£4,210,923*
2. APAX Europe IV - B, L.P.	€ 30,000,000	€ 8,250,000	£3,222,084*	£999,044*	£10,218,576*	£11,217,620*
3. APAX UK V - B	£5,000,000	Nil	£23,115,692	£2,519,911	Nil	£2,519,911
4. APAX UK VI - D - L.P.	£ 10,000,000	Nil	£14,607,922	£6,417,755	Nil	£6,417,755
5. Candover 1997 UK No. 2 Limited Partnership	£ 7,500,000	£648,494	£541,000	£206,124	£5,946,805	£6,152,929

*Based on a € / Sterling exchange rate of 1.6182

(1) Limited Partnership	(2) Total Commitment	(3) Unused Commitments	(4) Amounts Distributed	(5) Capital Value	(6) Outstanding Loan	(7) Total Value
6. Charterhouse Capital Partners V LP No. 3	£ 5,000,000	£249,653	£9,785,214	£1,926,194	Nil	£1,926,194
7. Charterhouse Capital Partners VI LP No. 1.1/CCP VI LP No. 1.1	£ 10,000,000	£4,052,925	£221,760	£485,745	£5,818,127	£6,303,872
8. Granville Private Equity Fund V	£4,000,000	£850,266	£2,488,180	£1,555,665	£661,513	£2,217,178
9. The Global Rights Development Fund	£1,000,000	Nil	£120,648	£306,797	£869,352	£1,176,149
10. HEV III UK LP	£4,000,000	Nil	£1,504,181	£2,838,840	£2,495,819	£5,334,659
11. Korda Seed Capital Fund	£3,150,000	Nil	£15,554,011	£1,829,204	Nil	£1,829,204
12. Morgan Grenfell Equity Partners IV	£5,000,000	£109,392	£2,094,864	£1,573,276	£2,956,246	£4,529,522
13. Phil drew Ventures Fourth Fund Limited Partnership 'D'	£4,100,000	Nil	£1,961,412	Nil	£1,641,408	£1,641,408
14. Scottish Equity Partnership	£1,000,000	£100,000	£853,850	£890,457	£46,150	£936,607
15. The Primary Capital No. 1 Fund/PCI LP	£4,000,000	£680,524	Nil	Nil	£2,546,590	£2,546,590

PART 1B

NON-UK PARTNERSHIP INTERESTS

(1) Limited Partnership		(2) Total Commitment	(3) Unused Commitments	(4) Amounts Distributed	(5) Total Value
1.	CVC European Equity Partners II (Jersey) LP	US\$20,000,000	US\$4,674,684	£1,370,392*	£9,713,132*
2.	The Phildrew Ventures Fifth Fund LP	£15,000,000	£3,375,000	Nil	£9,713,087

*Based on a US\$/Sterling exchange rate of 1.4324

PART 1C
SALE SHARES

	(1) Company	(2) Class of shares held	(3) Number of shares held	(4) Total Commitment	(5) Unused Commitment	(6) Amounts distributed	(7) Total Value
1.	APAX CR III FCPR	B Shares	2,004	€ 3,811,210	Nil	£3,733,970*	£1,581,319*
2.	Midland Montagu Investissement FCPR	A Shares	404,250	€ 6,288,522	Nil	£5,751,112*	£777,409*
		B Shares	330				
		C Shares	7,920				

*Based on a € / Sterling exchange rate of 1.6182

SCHEDULE

PART 2

WARRANTIES

1. Capacity and Title Warranties

- 1.1 The Vendor is entitled to sell and transfer or procure the sale and transfer of the full beneficial ownership in the Subjects of Sale to the Purchaser on the terms set out in this Agreement.
- 1.2 Save as set out in the Statement of Drawdowns and/or the Statement of Distributions, the information set out in recital (A) to this Agreement and in Parts 1A, 1B and 1C of the Schedule is true and accurate in all respects (ignoring for these purposes the information contained in columns numbered (5) and (7) in Parts 1A of the Schedule and column numbered (5) in Part 1B of the Schedule and the information contained in the column numbered (7) in Part 1C of the Schedule).
- 1.3 The Vendor has the necessary power, authority and capacity to enter into and perform this Agreement and to sell and transfer or procure the sale and transfer of the Subjects of Sale and this Agreement constitutes a valid and binding obligation of the Vendor in accordance with its terms.
- 1.4 The execution and delivery of, and the performance by the Vendor of its obligations under this Agreement will not:-
 - (a) result in a breach of, or constitute a default under, any instrument to which the Vendor is a party or by which the Vendor is bound; or
 - (b) result in a breach of any order, judgment or decree of or undertaking to any court or government body to which the Vendor is bound.
- 1.5 There is no option, right to acquire, restriction, mortgage, charge, pledge, lien or other form of security or encumbrance (whether present, future, conditional or otherwise) (including conversion rights and rights of pre-emption) on, over or affecting any of the Subjects of Sale or the right of the Vendor or registered holders thereof to transfer the Subjects of Sale and there is no agreement or commitment by the Vendor or such registered holders to give or create any of the foregoing, and no

claim has been made in writing to the Vendor or such registered holders by any person to be entitled to any of the foregoing.

- 1.6 Subject only to registration of the Deeds of Transfer in the books of the relevant Limited Partnerships and *ordres de mouvements* in the registration list of the FCPRs, the Purchaser will acquire good title to the Partnership Interests.

2. Default

None of the Vendor or the registered holder (as the case may be) of the Partnership Interests or any of the predecessors in title of the Partnership Interests is or has any time been in material default of the terms of Partnership Agreements and for these purposes, "material default" shall mean a default which has not been waived or acquiesced in.

3. Information

- 3.1 There is no fact or circumstance of which the Vendor is aware relating to the Subjects of Sale which has not been disclosed in writing to the Purchaser and/or the Valuers and which is material in the context of the valuation of the Subjects of Sale as a whole.
- 3.2 Standard Life Investments (Private Equity) Limited has, on behalf of the Vendor, sought confirmation from the general partner or investment manager (as the case may be) of each of the Limited Partnerships and the FCPRs that there has been no material adverse change in the valuation of any portfolio company in which the relevant Limited Partnership or FCPR is invested or in the valuation of the relevant Limited Partnership or FCPR as a whole since the date of the valuations prepared by the relevant general partner and provided by the Vendor to the Valuers for the purposes of their work in relation to the Prospectus and the Vendor has provided the Valuers with all information notified to it (or its nominee as the case may be) or Standard Life Investments (Private Equity) Limited pursuant to the enquiries referred to in this paragraph.
- 3.3 To the best of the knowledge, information and belief of the Vendor (which has taken all reasonable care to ensure that such is the case) the information contained in the Prospectus relating directly to the Limited Partnerships and the FCPRs (other than the valuations of the Partnership Interests and the Sale Shares contained therein and the valuation principles) is in accordance with the facts and does not omit anything likely to affect the import of such information.

SCHEDULE

PART 3

DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context shall otherwise require, the following words and expressions shall have the following meanings:-

"Admission"	shall have the meaning given in Clause 2.1.1;
"Aggregate Distribution Amount"	means the aggregate amount of any cash dividends or cash distributions paid by any of the FCPRs or the Limited Partnerships to and received by the Vendor (or the registered holder of the Sale Shares or the registered holder of the relevant Partnership Interest as the case may be) during the period from the Valuation Time to Admission;
"Aggregate Drawdown Amount"	means the aggregate amount of any drawdown or call notices whenever issued by any of the Limited Partnerships or FCPRs and which are paid by the Vendor (or the registered holder of the relevant Partnership Interest or Sale Shares as the case may be) to the relevant Limited Partnership or FCPR during the period from the Valuation Time to Admission;
"in the Agreed Form"	means in relation to any document in a form agreed between the parties and for the purposes of identification initialled by the Purchaser's Solicitors and the Vendor's Solicitors;
"Amounts Distributed"	means the aggregate amount of any dividends or distributions paid by any of the FCPRs or the Limited Partnerships to and received by the Vendor (or the registered holder of the Sale Shares or the relevant Partnership Interest as the case may be) during the period from the inception of the relevant FCPR or Limited Partnership to the Valuation Time;

"Business Day"	means any day other than a Saturday, Sunday or day on which Scottish clearing banks are closed for normal banking business throughout Scotland;
"Capital Value"	in relation to any Partnership Interest in a UK Limited Partnership, means that part of the Total Value of that Partnership Interest which is in the nature of capital being an amount equal to the Total Value of that Partnership Interest less the Outstanding Loan relating to that Partnership Interest details of which for each UK Limited Partnership are set out in Part 1A of the Schedule;
"the Consideration"	shall have the meaning set out in Clause 4.1;
"Consideration Shares"	80,745,468 ordinary shares of 0.2p each in the capital of the Purchaser;
"Deeds of Transfer"	shall have the meaning given in Clause 5.1.1;
"Expected Admission Date"	means 29 May 2001;
"the FCPRs"	means the <i>Fonds Commun de Placement A Risques</i> listed in Part 1C of the Schedule;
"Forms of Adherence"	means the deeds of adherence to each of the Partnership Agreements in the Agreed Form;
"the Limited Partnerships"	the UK Limited Partnerships and the Non-UK Limited Partnerships;
"LSE"	London Stock Exchange plc;
"Non-UK Limited Partnerships"	the limited partnerships listed in Part 1B of the Schedule;
"Outstanding Loan"	in relation to any UK Limited Partnership, the amount of loan made available by the Vendor (or the registered holder of the relevant Partnership Interest as the case may be) to that UK Limited Partnership less any distributions made to the Vendor (or the

registered holder of the relevant Partnership Interest as the case may be) by the UK Limited Partnership in repayment of the loan as at the Valuation Time details of which for each UK Limited Partnership are set out in Part 1A of the Schedule;

"Partnership Agreements"	means the limited partnership agreements relating to the Limited Partnerships as supplemented, amended or varied from time to time;
"the Partnership Interests"	means the portfolio of interests the Vendor (or its nominee as the case may be) has in the Limited Partnerships;
"Prospectus"	means the prospectus relating to the Purchaser to be published on 16 May 2001;
"Purchaser's Solicitors"	means Dickson Minto W.S. of 11 Walker Street, Edinburgh EH3 7NE;
"the Sale Shares"	means the portfolio of shares held by the Vendor (or its nominee as the case may be) in the FCPRs details of which for each FCPR are set out in Part 1C of the Schedule;
"the Schedule"	means the schedule comprising Parts 1A, 1B, 1C, 2 and 3 (inclusive) which is annexed to the Agreement;
"Statement of Distributions"	shall have the meaning given in Clause 5.1.5;
"Statement of Drawdowns"	shall have the meaning given in Clause 5.1.4;
"Subjects of Sale"	means the Sale Shares and the Partnership Interests;
"Total Commitment"	means the total funds agreed to be committed by the Vendor or the registered holder (as the case may be) or any of their respective predecessors in title to the relevant FCPR or Limited Partnership;
"Total Value"	in relation to any Partnership Interest or FCPR means the valuation of that

Partnership Interest or those Sale Shares (as the case may be) which is set out in Part 1A, Part 1B or Part 1C of the Schedule;

"UK Limited Partnerships" the limited partnerships listed in Part 1A of the Schedule;

"UKLA" means the UK Listing Authority;

"Unused Commitment" in relation to any Limited Partnership or FCPR, means the total amount of loan and/or capital (as the case may be) which may be drawn down or called from the Purchaser on or after Admission in terms of the related Partnership Agreement or by-laws details of which for each Limited Partnership and FCPR are set out in Parts 1A and 1B and Part 1C of the Schedule respectively;

"Valuation" means the valuation of the Subjects of Sale as set out in the Prospectus;

"Valuation Date" means 8 May 2001;

"Valuation Time" 6 p.m. on the Valuation Date;

"Valuers" means (a) for the purposes of the report under section 103 of the Companies Act 1985, PricewaterhouseCoopers of Erskine House, 68-73 Queen Street, Edinburgh EH2 4NH and (b) for the purposes of the comfort letter to the board of directors of the Purchaser regarding the valuation of the Subjects of Sale, Ernst & Young of Ten George Street, Edinburgh EH2 2DZ;

"the Vendors' Solicitors" means Semple Fraser of 10 Melville Crescent, Edinburgh EH3 7LU; and

"the Warranties" means the representations, warranties and undertakings set out in Part 2 of the Schedule.

- 1.2 Words and expressions defined in the Companies Act 1985 shall (unless specifically defined herein or unless the context shall otherwise require) bear the same meanings in this Agreement.

- 1.3 Unless the context otherwise requires the masculine gender shall be deemed to include the feminine and neuter and the singular number shall be deemed to include the plural and *vice versa*.
- 1.4 The Clause headings, marginal notes, use of bold print, and contents pages in and to this Agreement are for convenience of reference only and shall not affect the construction or interpretation hereof.
- 1.5 Reference in this Agreement to any statute or statutory provision shall include such provision and any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 1.6 References in this Agreement to persons shall include references to firms, corporations or unincorporated associations.
- 1.7 The Schedule shall be deemed to form part of and be construed as one with this Agreement.
- 1.8 For the purposes of Part 2 of the Schedule where any statement is qualified by the expressions "so far as the Vendor is aware" or "to the best of the knowledge, information and belief of the Vendor" or where any reference is made to a matter "of which the Vendor is aware" or something similar then any matter within the knowledge, information and belief or awareness of Jonny Maxwell or David Currie or Peter McKellar or Peter Bole or Graham Paterson or Graeme Gunn or Graeme Faulds shall be deemed to be within the knowledge, information and belief or awareness of the Vendor and, for the avoidance of doubt, there shall not be imputed to the Vendor the knowledge of any of its officers or any other person save for the persons listed above.
- 1.9 An "encumbrance" includes any interest or equity of any person (including without prejudice to the generality of the foregoing any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignation, hypothecation, servitude, security interest, real burden, title retention or right of way but, for the avoidance of doubt, excludes any Unused Commitments.

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The Directors
Standard Life European Private Equity Trust plc
1 George Street
Edinburgh
EH2 2LL

15 May 2001

Dear Sirs

INDEPENDENT ACCOUNTANTS' REPORT TO STANDARD LIFE EUROPEAN PRIVATE EQUITY TRUST PLC FOR THE PURPOSES OF SECTION 103(1) OF THE COMPANIES ACT 1985

We report on the value of the consideration to be received by Standard Life European Private Equity Trust plc for the allotment to The Standard Life Assurance Company ("Standard Life") of ordinary shares ("the Shares"), having a nominal value of 0.2 pence each. The Shares are to be treated as fully paid up.

The consideration for the allotment of the Shares to Standard Life is investments held by Standard Life ("Investments", together "the Portfolio") in various private equity funds ("Funds").

A separate expert valuation ("Expert Valuation") of either the Investment or the entire corresponding Fund was made for each Fund represented within the Portfolio by the respective fund manager ("Expert Valuer"). Details of such Funds, Investments, Expert Valuers and the knowledge and experience of such Expert Valuers are set out in the attached Schedule which shall form part of this report. The Expert Valuations were made at the dates specified in such Schedule in accordance with the valuation methods noted therein. In our opinion, it appeared reasonable for us to accept the Expert Valuations.

We have valued the Portfolio on the basis of the Expert Valuations. Where an Expert Valuation is of an entire Fund, we have adjusted such Expert Valuation pro-rata to give the value of the corresponding Investment. We have further made adjustments for subsequent Standard Life cash contributions to and withdrawals from the Funds since the dates of such Expert Valuations ("Subsequent Cash Contributions and Withdrawals").

In our opinion, the methods of valuation we and the Expert Valuers used were reasonable in all the circumstances. There appears to have been no material change in the value of the non-cash consideration since the dates at which the Expert Valuations were made after adjustment for the Subsequent Cash Contributions and Withdrawals. On the basis of the Valuation, in our opinion, the value of the total consideration is not less than £161,491 being the aggregate of the nominal value of the Shares.

Yours faithfully


PRICEWATERHOUSECOOPERS

SCHEDULE TO INDEPENDENT ACCOUNTANTS' REPORT STANDARD LIFE EUROPEAN PRIVATE EQUITY TRUST PLC FOR THE PURPOSES OF SECTION 103(1) OF THE COMPANIES ACT 1985

Schedule to Independent Accountants' Report
Standard Life European Private Equity Trust Plc
For the purposes of Section 103(1) of the Companies Act 1985

Fund Name	Interest in fund comprising the corresponding	Interest in fund valued by Expert Valuer investment	Name of Expert Valuer	Knowledge & Experience of Expert Valuer	Method of valuation adopted by Expert Valuer (Note 1)	Date of Expert Valuation	Value of Investment Based on Expert Valuation	Adjustments (Note 2)	Adjusted Investment value	Analysis of the Consideration
Apax Europe IV-B, L.P.	1.66%	100%	Apax Partners & Co Ventures Limited	Fund Manager	EVCA	31-Mar-01	10,034,477	1,183,143	11,217,620	14%
Philidrew Ventures Fifth Fund L.P.	8.10%	100%	UBS Capital	Fund Manager	BVCA	31-Mar-01	10,545,501	(832,414)	9,713,087	12%
CVC European Equity Partners II (Jersey) L.P.	0.80%	100%	CVC Capital Partners	Fund Manager	BVCA	31-Dec-00	9,534,211	178,921	9,713,132	12%
Apax UK VI-D, L.P.	3.19%	100%	Apax Partners & Co Ventures Limited	Fund Manager	EVCA	31-Mar-01	6,196,110	221,645	6,417,755	8%
Charterhouse Capital Partners VI LP No 1.1	1.25%	100%	Charterhouse Development Capital Limited	Fund Manager	BVCA	31-Dec-00	6,378,368	(74,496)	6,303,872	8%
Candover 1997 UK No 2 L.P.	0.88%	100%	Candover Partners Limited	Fund Manager	BVCA	31-Dec-00	5,324,000	828,929	6,152,929	8%
HEV III UK L.P.	2.58%	100%	Duke Street Capital	Fund Manager	BVCA	31-Dec-00	5,747,325	(412,666)	5,334,659	7%
Morgan Grenfell Equity Partners IV	1.43%	100%	Private Equity Limited	Fund Manager	EVCA	31-Dec-00	4,712,647	(183,125)	4,529,522	6%
Apax European Buy-In Fund	7.70%	100%	Apax Partners & Co Ventures Limited	Fund Manager	EVCA	31-Dec-00	4,044,793	166,130	4,210,923	5%
The Primary Capital No 1 Fund	11.10%	100%	Primary Capital Limited	Fund Manager	BVCA	31-Dec-00	2,546,590	-	2,546,590	3%
Granville Private Equity Fund V	10.90%	100%	Granville Private Equity Managers Limited	Fund Manager	BVCA	31-Dec-00	2,490,855	(273,677)	2,217,178	3%
Apax UK V-B	3.00%	100%	Apax Partners & Co Ventures Limited	Fund Manager	EVCA	31-Mar-01	2,238,783	281,128	2,519,911	3%
Charterhouse Capital Partners V LP No 3	1.50%	100%	Charterhouse Development Capital Limited	Fund Manager	BVCA	31-Dec-00	4,937,159	(3,010,965)	1,926,194	2%
Korda Seed Capital Fund	63%	100%	Korda & Co	Fund Manager	BVCA	31-Mar-01	1,829,204	-	1,829,204	2%
Philidrew Ventures Fourth Fund L.P "D"	8.10%	100%	UBS Capital	Fund Manager	BVCA	31-Mar-01	1,496,500	144,908	1,641,408	2%
Apax CR III	3.90%	100%	Apax Partners & CIE	Fund Manager	EVCA	31-Mar-01	1,630,077	(48,758)	1,581,319	2%
The Global Rights Development Fund	11.80%	100%	Proven Private Equity Limited	Fund Manager	BVCA	30-Sep-00	1,273,521	(97,372)	1,176,149	1%
Scottish Equity Partnership	4%	100%	Scottish Equity Partners	Fund Manager	BVCA	31-Mar-01	957,600	(20,993)	936,607	1%
Midland Montagu Investissement ECPR	8%	100%	Acland	Fund Manager	EVCA	31-Mar-01	753,090	24,319	777,409	1%
Totals							82,670,811	(1,925,343)	80,745,468	100%

**SCHEDULE TO INDEPENDENT ACCOUNTANTS' REPORT STANDARD LIFE EUROPEAN PRIVATE EQUITY TRUST
PLC FOR THE PURPOSES OF SECTION 103(1) OF THE COMPANIES ACT 1985 (CONTINUED)**

Notes

- 1** Methods of valuation comprise:

EVCA

Guidelines for the valuation and disclosure of venture capital portfolios issued by the European Venture Capital Association. The guidelines are intended to provide a framework for EVCA members carrying out valuations for their investors.

BVCA

Guidelines for the valuation and disclosure of venture capital portfolios issued by the British Venture Capital Association. The guidelines are intended to provide a framework for BVCA members carrying out valuations for their investors.

- 2** Adjustments reflect the impact of subsequent cash contributions and withdrawals adjusted for any gains or losses on distributions; the removal of carried interest provision (where the Expert Valuation includes the carrying provision); movements due to material adverse changes; and adjustments for the marking to market of quoted investments.