

Second Supplement to Original Re-admission Document

This document is intended to be read as a supplement to and in conjunction with the Original Re-admission Document and the supplementary re-admission document of the Company dated 6 July 2007 (the "Supplementary Re-admission Document"). Where a conflict arises between a provision contained herein and the Original Re-admission Document or the Supplementary Re-admission Document, information in this document shall supersede that contained in the Original Re-admission Document and/or the Supplementary Re-admission Document.

This supplement, together with the Original Re-admission Document and the Supplementary Re-admission Document, are collectively referred to as the "Documents" and constitute an admission document required by the AIM Rules, and do not constitute a prospectus pursuant to the Prospectus Rules. The Documents do not constitute an offer of transferable securities to the public within the meaning of section 102B of FSMA and therefore the Documents are not an approved prospectus for the purposes of, and as defined in section 85 of FSMA and have not been prepared in accordance with the Prospectus Rules. The Documents have not been approved by the FSA, by any other authority which could be a competent authority for the purposes of the Prospectus Rules, or by the SEC or by any other securities regulatory authority of any state or jurisdiction of the United States.

The Directors and the Proposed Directors, whose names and functions appear on page 6 of the Original Re-admission Document, and the Company, accept responsibility, individually and collectively, for the information contained in the Documents and compliance with the AIM Rules. To the best of the knowledge and belief of the Directors, the Proposed Directors and the Company (who have taken all reasonable care to ensure that such is the case), the information contained in the Documents is in accordance with the facts and does not omit anything likely to affect the import of such information.



CROSS SHORE ACQUISITION CORPORATION

(Incorporated in Delaware under the General Corporation Law of the State of Delaware)

Proposed acquisition of ReSearch Pharmaceutical Services, Inc. Change of name to ReSearch Pharmaceutical Services, Inc. Special Meeting and Re-admission to trading on AIM Additional Supplementary Information

Arbuthnot Securities Limited

Nominated Adviser and UK Broker

Arbuthnot Securities Limited, which is authorised and regulated by the Financial Services Authority, is acting exclusively for the Company as nominated adviser and UK broker in connection with the matters described herein, and for no-one else, and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or providing advice in relation to the contents of the Documents or any matter or arrangements described in the Documents. Arbuthnot Securities Limited's responsibilities as nominated adviser are owed solely to the London Stock Exchange and are not owed to the Company or any Director or officer of the Company or any other person. Arbuthnot Securities Limited is not making any representation or warranty, express or implied, as to the contents of the Documents. No person is authorised in connection with the Re-admission to give any information or make any representation other than as contained in the Documents and if given or made such information or representation must not be relied upon as having been authorised by the Company or Arbuthnot Securities Limited or their respective directors.

The Documents do not constitute an offer to sell, or an invitation to subscribe for, or the solicitation of an offer to buy or subscribe for, Shares or Existing Warrants. Save as disclosed above, the Shares or Existing Warrants have not been, and will not be registered under the United States Securities Act 1933 (as amended) or under the applicable securities laws of Canada, Japan, Australia the Republic of Ireland or the Republic of South Africa and, subject to certain exceptions, may not be offered for sale or subscription or sold or subscribed, directly or indirectly, within the United States, Canada, Japan, Australia, the Republic of Ireland or the Republic of South Africa or to or by any national, resident or citizen of such countries. The distribution of the Documents in other jurisdictions may be restricted by law and therefore persons into whose possession the Documents come should inform themselves about and observe any such restriction. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Acquisition constitutes a reverse takeover under the AIM Rules by virtue of its size and is subject to the prior approval of Shareholders at the New Special Meeting. Your attention is drawn to the letter from the Chairman of the Company which is included in the Second Supplementary Re-admission Document and recommends you to vote in favour of each of the resolutions to be proposed at the New Special Meeting. The notice convening the New Special Meeting, which is to be held at the offices of McDermott Will & Emery LLP, 227 West Monroe Street, Chicago, Illinois 60606, U.S. was set out at the end of the Supplementary Re-admission Document. The New Special Meeting has been adjourned until 3:00 pm on 28 August 2007. The board of directors has fixed the close of business on 18 July 2007 as the date for determination of which Shareholders are entitled to receive notice of, and to vote at, the New Special Meeting. Only the holders of record of Shares on that date are entitled to have their votes counted at the New Special Meeting and any adjournments or postponements thereof. Enclosed with the Supplementary Re-admission Document was a Form of Proxy for use at the New Special Meeting which should be completed, signed and returned in accordance with the instructions thereon to Capita Registrars Limited, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, UK as soon as possible and to be valid must arrive not later than on 8:00 am London Time on 28 August 2007. Proxies already submitted will remain valid for the adjourned meeting. If a Shareholder wishes to change its vote it should either request and complete a new proxy, or attend the meeting in person.

This document is dated 20 August 2007 and is first being mailed to Shareholders and Warranholders on 20 August 2007.

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INTRODUCTION

This document is supplemental to and must be read in conjunction with the Original Re-admission Document and the Supplementary Re-admission Document. It updates and supplements certain information set out in the Original Re-admission Document and the Supplementary Re-admission Document and describes certain events which have occurred since the date of publication of the Original Re-admission Document and the Supplementary Re-admission Document.

The definitions set out in the sections of the Original Re-admission Document and the Supplementary Re-admission Document entitled “Definitions” have the same meaning in this document, except where defined in the text of this document.

NOTICE TO SHAREHOLDERS

About the Documents

The Documents have been prepared for the purposes of complying with the AIM Rules and information disclosed may not be the same as that which would have been disclosed in accordance with the laws of jurisdictions outside England and Wales.

The statements contained in the Documents are made as at the date of the relevant document, unless some other time is specified in relation to them, and delivery of the Documents shall not give rise to any implication that there has been no change to the facts set out in the Documents since their respective dates.

The information contained in the Documents has been prepared solely for the purposes of the Re-admission and the transactions referred to herein and is not intended to be relied upon by any purchasers of Cross Shore Shares or Existing Warrants (whether on or off exchange) and accordingly no duty of care is accepted in relation to them.

Arbuthnot, which is authorized and regulated by the Financial Services Authority, is acting as nominated adviser and UK broker to the Company in relation to the Re-admission only and will not be responsible to any person other than the Company for providing the protections afforded to its customers or for advising any other person on the contents of the Documents or any transaction or arrangement referred to herein. Arbuthnot has not authorized the contents of any part of the Documents for the purposes of FSMA. Arbuthnot's responsibilities as the Company's nominated adviser under the AIM Rules and the AIM Rules for Nominated Advisers are owed solely to the London Stock Exchange and are not owed to the Company or any Director, Proposed Director, Shareholder or Warrantholder (whether current, prospective or future) or any other person. In making any investment decision in relation to the matters referred to herein, investors should rely only on the information contained in the Documents. No person has been authorized to give any information or make any representation other than that contained in the Documents and, if given or made, such information or representation must not be relied upon in any respect whatsoever. Arbuthnot is not making any representation or warranty, express or implied, as to the contents of the Documents, for which the Company, the Directors and the Proposed Directors are solely responsible. Without limiting the statutory rights of any person to whom the Documents are issued, no liability whatsoever is accepted by Arbuthnot for the accuracy of any information or opinions contained in the Documents or for the omission of any material information.

Restriction on distribution of the Documents

The Documents do not constitute an offer to sell or issue, or the solicitation of an offer to subscribe for or purchase, any securities in the Company or any other entity in any jurisdiction. The distribution of the Documents may nevertheless be restricted by law in certain jurisdictions. Persons in possession of the Documents are required to inform themselves about and to observe any such restrictions.

Certain U.S. matters

Neither the Exchange Shares to be issued to Selling Securityholders pursuant to the Acquisition nor the Existing Shares and the Existing Warrants will be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and the Company has not registered, and does not intend to register, as an investment company under the Investment Company Act. Any Exchange Shares to be issued to Selling Securityholders will be issued in transactions that are not subject to, or are exempt from, the registration requirements of the Securities Act or of the securities laws of any state of the U.S. The additional Shares issuable on exercise of the Existing Warrants will be issued either pursuant to an effective registration statement under the Securities Act or an exemption from registration thereunder. The Company has agreed to use commercially reasonable efforts to file the Exchange Act Registration Statement within 120 days after completion of the Acquisition. The SEC may require the Company to make changes to the description of the Company's business, its financial information and data and the presentation of its financial information included in the Documents in connection with such filings. In particular, the SEC may not view some of the financial data included in the Documents as complying with the rules, regulations or policies of the SEC and its staff.

Shares and Existing Warrants are not transferable except in compliance with the restrictions described under “U.S. Transfer Restrictions” below. Neither the Exchange Shares to be issued to Selling Securityholders nor the Existing Shares and the Existing Warrants have been recommended by any United States federal or state securities commission or regulatory authority. The foregoing authorities have not confirmed the accuracy or determined the adequacy of the Documents. Any representation to the contrary is a criminal offence in the United States.

U.S. Transfer Restrictions

General

The Shares and Existing Warrants have not been registered under the U.S. Securities Act of 1933, as amended. The Shares and Existing Warrants may not be offered or sold within the U.S. or to U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Hedging transactions involving the Shares or Existing Warrants may not be conducted unless in compliance with the Securities Act.

The Shares and Existing Warrants have not been registered under the Securities Act and are “restricted securities” as defined in Rule 144 promulgated under the Securities Act. A purchaser of such securities may not offer, sell, pledge or otherwise transfer such securities in the U.S. or to, or for the account or benefit of, any U.S. Person (as defined under Regulation S of the Securities Act), except (a) pursuant to an effective registration statement under the Securities Act, (b) to a person whom the seller reasonably believes is a qualified institutional buyer in a transaction meeting the requirements of Rule 144A under the Securities Act, (c) pursuant to an exemption from the registration requirements of the Securities Act provided by Rule 144 thereunder (if available), or (d) in certain transactions specified in Regulation S.

Rule 144 of the Securities Act

In general, under Rule 144 as currently in effect, after the Company registers the Shares in the U.S. and so long as the Company satisfies certain ongoing reporting obligations, a person who has beneficially owned restricted Shares for at least one year would be entitled to sell within any three-month period a number of Shares that does not exceed the greater of either of the following:

- one per cent, of the number of Shares then outstanding; and
- the average weekly trading volume of the Shares during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales under Rule 144 are also limited by manner of sale provisions and notice requirements and the availability of current public information about us. The current public information requirement will effectively preclude sales under Rule 144 for 90 days after the Company registers Shares in the U.S. The manner of sale requirements may be difficult to comply with unless there is a significant U.S. demand for Shares.

Rule 144(k)

Under Rule 144(k), a person who is not deemed to have been an affiliate of the Company at the time of or at any time during the three months preceding a sale, and who has beneficially owned the restricted shares proposed to be sold for at least two years, including the holding period of any prior owner other than an affiliate, is entitled to sell their shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144.

SEC Position on Rule 144 Sales

The SEC has taken the position that promoters or affiliates of a blank check company and their transferees, both before and after a Business Combination, would act as an "underwriter" under the Securities Act when reselling the securities of a blank check company. Accordingly, the SEC believes that those securities can be resold only through a registered offering and that Rule 144 would not be available for those resale transactions despite technical compliance with the requirements of Rule 144.

Restrictive Legend

The Shares and Existing Warrants, whether purchased pursuant to Rule 144A of the Securities Act, Regulation D of the Securities Act or pursuant to Regulation S of the Securities Act, will bear a restrictive legend to the following effect, unless the Company determines otherwise in compliance with applicable law:

"PRIOR TO INVESTING IN THE SECURITIES OR CONDUCTING ANY TRANSACTIONS IN THE SECURITIES, INVESTORS ARE ADVISED TO CONSULT PROFESSIONAL ADVISERS REGARDING THE RESTRICTIONS ON TRANSFER SUMMARISED BELOW AND ANY OTHER RESTRICTIONS.

THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, AND IS A RESTRICTED SECURITY (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT). THIS SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. HEDGING TRANSACTIONS INVOLVING THIS SECURITY MAY NOT BE CONDUCTED DIRECTLY OR INDIRECTLY, UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A OR REGULATION S THEREUNDER.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE COMPANY THAT (A) THIS SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) IN THE U.S. TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (II) OUTSIDE OF THE U.S. IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 UNDER THE SECURITIES ACT, (III) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (IV) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH OF CASES (I) THROUGH (IV) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE U.S., AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO IN (A) ABOVE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO TRANSFER RESTRICTIONS WHICH REQUIRE THAT IN ADDITION TO ANY CERTIFICATIONS REQUIRED FROM A TRANSFEROR AS SET FORTH ON THE REVERSE OF THIS CERTIFICATE, PRIOR TO THE EXPIRATION OF A DISTRIBUTION COMPLIANCE PERIOD OF AT LEAST ONE YEAR, THE TRANSFEREE CERTIFIES AS TO WHETHER OR NOT IT IS A U.S. PERSON WITHIN THE MEANING OF REGULATION S AND PROVIDES CERTAIN OTHER CERTIFICATIONS AND AGREEMENTS. PRIOR TO PERMITTING ANY TRANSFER, THE COMPANY MAY REQUEST AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER IS TO BE EFFECTED IN A TRANSACTION MEETING THE REQUIREMENTS OF REGULATION S UNDER THE SECURITIES ACT OR IS EXEMPT FROM REGISTRATION".

Except as described in the Documents, the Company is not required to register the securities under the Securities Act, or the Securities Exchange Act of 1934, as amended. In addition, it is doubtful that sales may be made under Rule 144 until two years after the closing of the Initial Public Offering when the securities become eligible for sale under Rule 144(k) if they are not held by affiliates. Moreover, investors should be aware that the Rule 144 holding period for Shares acquired upon exercise of the Existing Warrants for cash would begin to run from the date of such exercise. Accordingly, the Company cannot assure you that a liquid U.S. trading market for the securities will ever develop.

Presentation of financial information

Please refer to page 4 of the Original Re-admission Document.

Industry Report

Please refer to page 5 of the Original Re-admission Document.

Availability of the Documents

Copies of the Documents will be available free of charge to the public during normal business hours on any week day (except Saturdays, Sundays and public holidays) from the offices of Arbutnot, Arbutnot House, 20 Ropemaker Street, London EC2Y 9AR, United Kingdom from the date of Re-admission for not less than one month thereafter.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

The Documents contain “forward-looking statements” within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by words such as “anticipates”, “intends”, “plans”, “seeks”, “believes”, “estimates”, “expects” and similar references to future periods, or by the inclusion of forecasts or projections. Forward-looking statements are based on the Company’s current expectations and assumptions regarding its business, financial condition, the economy and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. The Company’s actual results may differ materially from those contemplated by the forward-looking statements. The Company cautions you therefore that you should not rely on any of these forward-looking statements as statements of historical fact or as guarantees or assurances of future performance. Important factors that could cause actual results to differ materially from those in the forward-looking statements include regional, national or global political, economic, business, competitive, market and regulatory conditions including: our ability to identify liabilities associated with RPS prior to the Acquisition; our ability to manage pricing and operational risks; our ability to manage foreign operations; changes in technology; and our ability to acquire or renew contracts. See “Risk Factors” in Part III of the Original Re-admission Document for a more detailed discussion of the risks associated with the Company. These risks and others described under “Risk Factors” in Part III of the Original Re-admission Document are not exhaustive. Any forward-looking statement made in the Documents speaks only as of the date on which it is made. Factors or events that could cause the Company’s actual results to differ may emerge from time to time, and it is not possible for the Company to predict all of them. The Company undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, unless otherwise required to do so by the AIM Rules.

REVISED EXPECTED TIMETABLE OF PRINCIPAL EVENTS

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| Publication of the Original Re-admission Document | 5 June 2007 |
| Announcement of Acquisition and resumption of trading in the Existing Shares and Existing Warrants on AIM | 5 June 2007 |
| Announcement of renegotiation of Acquisition terms and suspension of trading in Existing Shares and Existing Warrants on AIM | 27 June 2007 |
| Publication of the Supplementary Re-admission Document | 6 July 2007 |
| Commencement of tender offer for Existing Warrants | 6 July 2007 |
| Resumption of trading in the Existing Shares and Existing Warrants on AIM | 6 July 2007 |
| New Special Meeting Record Date | 18 July 2007 |
| Close of tender offer for Existing Warrants | 9 August 2007 |
| Latest time and date for receipt of Forms of Proxy | 8 am London Time, 28 August 2007 |
| New Special Meeting Date (as adjourned) | 3 pm Central Daylight Time, 28 August 2007 |
| Completion of the Acquisition | 29 August 2007 |
| Re-admission and commencement of dealings in Enlarged Issued Share Capital and Existing Warrants becomes effective | 8:00 am London time, 31 August 2007 |

The above times and dates are indicative only and may be subject to change. In the event that the expected timetable set out above changes, the Company will notify such amended dates through the Regulatory Information Service of the London Stock Exchange. Times and dates referred to in this document are times and dates prevailing in London, England unless otherwise stipulated.

PART I

LETTER FROM THE CHAIRMAN OF CROSS SHORE



CROSS SHORE ACQUISITION CORPORATION

(Incorporated in Delaware under the General Corporation Law of the State of Delaware)

Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
United States of America

20 August 2007

**Proposed acquisition of ReSearch Pharmaceutical Services, Inc.
Change of name to ReSearch Pharmaceutical Services, Inc.
Special Meeting
and
Re-admission to trading on AIM**

To the holders of Shares and, for information only, the holders of Existing Warrants

Dear Shareholders

INTRODUCTION

The purpose of this document is to update and supplement certain of the information in the Original Re-admission Document and the Supplementary Re-admission Document. The following information is supplemental to, and must be read in conjunction with, those two documents.

Your Board announced on 27 April 2007 the conditional acquisition of ReSearch Pharmaceutical Services, Inc. ("**RPS**") to be effected by way of a merger of Acquisition Sub, a wholly-owned subsidiary of the Company, into RPS. The Company subsequently entered into amendments to the Acquisition Agreement to revise the terms of the proposed Acquisition. The Supplementary Re-admission Document dated 6 July 2007, inter alia, described these amendments and called the New Special Meeting to approve the Acquisition on these amended terms.

Since that date, the Company has been in discussion with, amongst others, Cartesian Capital Group, LLC ("**Cartesian**"), who indicated to the Directors that through their affiliate Pangaea One Acquisition Holdings I, LLC ("**Pangaea**") they were prepared to acquire Existing Shares and direct the registered holder to vote them in favour of the New Special Meeting Resolutions at the New Special Meeting. The Directors continue to believe that the Acquisition is in the best interests of Shareholders and therefore actively pursued this opportunity with Pangaea and adjourned the New Special Meeting to allow these discussions to be completed. Pangaea has now reached agreements in principle with several parties, which are described below.

Certain of the Founding Shareholders have agreed to sell to Pangaea a total of up to 1,570,528 Founding Shares. Under the agreement, each participating Founding Shareholder shall receive \$0.01 aggregate consideration for his/its Shares. In addition, Pangaea has agreed to purchase 856,891 Existing Warrants in which the Founding Shareholders are beneficially interested at a price of \$0.175 per Existing Warrant. The sale and purchase of the aforementioned Shares and Existing Warrants will take place following the completion of the Acquisition and before Re-admission.

Pangaea has also indicated to the Company that it also intends to purchase between 3,250,000 and 5,250,000 Existing Shares from other Shareholders and between 19 million and 27 million Existing Warrants from other Warranholders, which on completion of the Warrant tender offer will be converted into Shares in the ratio of 6.5 Warrants to a Share, in each case subject to agreement on final terms. In the

case of the Existing Shares that are being purchased, Pangaea will procure that the registered holder of such Shares votes them in favour of the New Special Meeting Resolutions at the New Special Meeting. The Company has been informed by Pangaea that, as of the date of this document, Pangaea has reached agreement in principle with certain Shareholders and Warrant holders regarding such purchases, but it has not yet entered into final binding agreements to acquire any Existing Shares or Existing Warrants.

All purchases by Pangaea will be conditional upon the completion of the Acquisition. Upon completion of the purchases, Pangaea will succeed to the registration rights provided to the original holders of such Founding Shares and the Existing Shares under the Registration Rights Agreement and Investor Rights Agreement (both of these agreements and the related registration rights are more fully described in the Original Re-admission Document). The agreements with Pangaea do not change any of the terms of the Acquisition Agreement.

Until the Acquisition is completed, either party is entitled to terminate the Acquisition Agreement by providing written notice to the other party. The Acquisition continues to be conditional upon, inter alia, the approval of Shareholders at the New Special Meeting. If the Acquisition is approved at the New Special Meeting, trading in the Existing Shares and Existing Warrants on AIM will be cancelled and application will be made for the admission to trading on AIM of the Enlarged Issued Share Capital and the Existing Warrants.

INFORMATION ON CARTESIAN

Cartesian Capital Group, LLC (“**Cartesian**”) is a private equity firm managing more than \$1 billion in capital commitments, with a special focus on the World’s emerging markets. With 100+ years of combined private equity experience, the principals of Cartesian have deep knowledge of the World’s emerging markets. Headed by Peter Yu, the founder and former President of AIG Capital Partners, Inc., the principals of Cartesian have successfully invested in a number of companies active in providing cross-border business services and will bring this demonstrated expertise to the Company.

WARRANT TENDER OFFER

Approximately 35.8 million Existing Warrants have been tendered pursuant to the Warrant tender offer which closed on 9 August 2007. This represents approximately 95.8% of Existing Warrants, an amount in excess of the 95 per cent. required as a condition to completing the Acquisition. The successful completion of the Warrant tender offer, however, remains conditional on the completion of the Acquisition. Following the Warrant tender offer, there will remain approximately 1.6 million Existing Warrants in issue.

SHARE CAPITAL IMMEDIATELY FOLLOWING RE-ADMISSION

It is a condition to the completion of the Acquisition that Sunrise tender 373,333 Unit purchase options, being 40 per cent. of its existing Unit purchase options such that 168,000 Shares would be issued to Sunrise. The Company and Sunrise have now agreed, in principle, that Sunrise shall tender no fewer than 700,000 Unit purchase options (and no more than 933,333 Unit purchase options) for 0.45 Shares per Unit purchase option (the “**Revised Sunrise Option Tender**”) such that between 315,000 and 420,000 Shares will be issued to Sunrise. Assuming that 315,000 Sunrise Shares are issued in connection with the Sunrise Option Tender, the number of issued and fully paid Shares immediately following Admission is expected to be 32,575,858.¹

CLOSING CONDITIONS

Under the Acquisition Agreement, completion of the Acquisition remains conditional upon no more than 40% of the Existing Shares being tendered for repurchase pursuant to each Shareholder’s Repurchase Rights and the Company having cash of at least \$30 million, subject to certain adjustments, after the exercise of the Repurchase Rights and the payment of certain expenses. The Company currently anticipates that these conditions will not be met, but, as stated in the Original Re-admission Document, these conditions are waivable by RPS and the RPS Securityholders Committee. RPS and the RPS Securityholders Committee have agreed to waive the repurchase condition and the minimum closing cash condition so long as not more than 49.9 per cent. of Existing Shares are tendered for repurchase provided that such waiver is subject to the condition that (i) if 49.9 per cent of Existing Shares are tendered for repurchase, Target Closing Cash shall be \$21.6 million minus one-half of the aggregate amount of any consideration paid or payable to RPS optionholders exercising prior to completion of the Acquisition and (ii) for every Existing Share below 49.9 percent that is not tendered for repurchase, Target Closing Cash shall be increased by \$5.65 multiplied by such number of Existing Shares.

Completion of the Acquisition is also conditional upon other closing conditions which are described in more detail in the Original Re-admission Document and the Supplementary Re-Admission Document.

AGREEMENT CONCERNING BOARD OF DIRECTORS

In connection with Pangaea’s proposed investment in the Company, Pangaea has entered into an agreement, conditional upon completion of the Acquisition, concerning the constitution of the Board (the “**Board Agreement**”) with the Company and Daniel Perlman, Argentum Capital Partners, L.P., Argentum Capital Partners II, L.P., The Productivity Fund IV, L.P. and The Productivity Fund IV Advisors Fund, L.P. (collectively, the “**RPS Shareholders**”).

¹ This assumes that 95.8 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer, holders of 49.99% of Shares exercise their Repurchase Rights and subsequent cancellation of Shares by the Company, the repurchase of 3.0 million of the Founding Shares and the issuance of the Exchange Shares to the Selling Securityholders as partial consideration for the Acquisition.

Pursuant to the Board Agreement, Pangaea has the right to have an observer at all Board meetings so long as it owns at least 10% of the outstanding Shares and there are no Pangaea Directors (as defined below) then elected to the Board. This Board observer will be subject to confidentiality obligations and will not have the right to vote on any matters that come before the Board and will not be considered a director for any purpose. In addition, the parties thereto have agreed to take certain actions so that:

(i) So long as Pangaea owns 20% of the outstanding Shares, Pangaea will have the right at any time to designate two individuals to be nominated and elected to the Board (the “**Pangaea Directors**”). If Pangaea owns less than 20%, but more than 10%, of the outstanding Shares, Pangaea will only be entitled to designate one such individual as a Pangaea Director in place of the Board observer and if Pangaea owns less than 10% of the outstanding Shares then Pangaea will not be entitled to designate any individual to serve on the Board. As stated above, if either of the Pangaea Directors has been elected to the Board, then Pangaea will no longer have the right to appoint a Board observer.

(ii) If both Pangaea Directors are elected to the Board in accordance with the Board Agreement, then, at the request of the Company’s nominated adviser, the Company will designate one individual (who shall be considered to be independent for the purposes of Appendix B to the Corporate Governance Guidelines for AIM Companies published by the Quoted Companies Alliance) who shall be nominated and elected to the Board (such director, the “**Additional Director**”).

(iii) If any of the Pangaea Directors for any reason ceases to serve as a member of the Board during such person’s term of office, the resulting vacancy on the Board will be filled at the direction of Pangaea as provided above.

The Board Agreement also provides that:

- The Company will pay the reasonable out-of-pocket expenses (including reasonable travel expenses) incurred by each director in connection with attending the meetings of the Board or any committee thereof.
- None of the appointments to the Board described above shall be made other than with the approval of the Company’s nominated adviser.
- Any appointments made pursuant to the Board Agreement shall be in addition to the independent non-executive Director undertaken by the Company to be appointed within six months of Re-admission (as more fully described in the Original Re-Admission Document).

The Company has agreed in the Board Agreement to take certain actions to ensure that the directors above are nominated and elected and the RPS Shareholders have agreed to vote in favor of the election of any director nominated in accordance with the Board Agreement.

The Board Agreement will become effective upon completion of the Acquisition and terminates three years after such date.

INTERESTS OF THE COMPANY’S DIRECTORS AND THE PROPOSED DIRECTORS IN CONNECTION WITH THE ACQUISITION

When you consider the recommendation of the Board referred to in the paragraph “Board Recommendation” below, you should keep in mind that certain of the Directors, certain of the Proposed Directors and certain officers of RPS have interests in the Acquisition that are different from, or in addition to, your interest as an Existing Shareholder. These interests remain unchanged from those described in the Original Re-admission Document and Supplementary Re-admission Document with the exception that the sale to Pangaea of the Founding Shares and, subject to agreement on final terms, the Existing Warrants held by the Directors and certain of their affiliates are contingent upon the completion of the Acquisition.

ESCROW AGREEMENTS

On completion of the arrangements with Pangaea, the Directors, the Proposed Directors and their respective associates will be interested in an aggregate of 2.68 million Shares representing 8.3 per cent.² of the Enlarged Issued Share Capital³ and an aggregate of 1.93 million options to acquire Shares of the Company. Details of the holdings of Shares and options of the Directors and Proposed Directors and their respective associates are set out in paragraph 2 of Part II of this document.

The Company will take such actions as are necessary under the Escrow Agreement described in the Original Re-admission Document to enable the repurchase of the 3.0 million Founding Shares from the Founding Shareholders and to enable the sale of up to 1,570,528

² These amounts do not include Shares that may be deemed to be beneficially owned by Daniel Raynor through Argentum Capital Partners II, L.P. and Argentum Capital Partners, L.P. or Shares that may be deemed to be beneficially owned by James Macdonald through The Productivity Fund IV, L.P. and The Productivity Fund IV, Advisors Fund, L.P.

³ Assuming 95.8 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer, holders of 49.99 of the Shares exercise Repurchase Rights and subsequent cancellation of Shares by the Company, the sale of 1.5 million of the Founding Shares by the Founding Shareholders and their connected persons to Pangaea, the repurchase of 3.0 million of the Founding Shares, the issuance of the Exchange Shares to the Selling Securityholders as partial consideration for the Acquisition and the issuance of the Sunrise Shares in connection with the Sunrise Option Tender.

Founding Shares to Pangaea. Pangaea has agreed with Collins Stewart (CI) Limited and Arbuthnot to enter into a deed of adherence binding it to the original terms of the Escrow Agreement with regard to any Founding Shares it purchases.

RISK FACTORS

The Original Re-admission document contains additional information that continues to be applicable to the matters to be considered by the Shareholders at the New Special Meeting (as adjourned). Shareholders are encouraged to read the Original Re-admission Document and the Supplementary Re-admission Document in connection with their review of this document.

If the Acquisition is not completed, the Company Directors may decide that the Company will have failed to complete a Qualified Business Combination by the Qualified Business Combination Deadline. In such circumstances, in accordance with the Original Admission Document, the Board may consider entering into liquidation proceedings. Should the Company be liquidated, Shareholders will be entitled to share in any liquidation proceeds, including the sums in the Trust Fund (including accrued interest). On such liquidation, the Company may have insufficient funds outside the Trust Fund to pay in full those of its creditors who have waived their rights to sums in the Trust Fund (including accrued interest).

SPECIAL MEETING

The New Special Meeting (as adjourned) will be held at the offices of McDermott Will & Emery LLP, 227 West Monroe Street, Chicago, Illinois 60606, U.S. on 28 August 2007 at 3:00 pm Central Daylight Time.

Proxy arrangements

Proxies submitted in respect of the New Special Meeting Resolutions continue to be valid in respect of the adjourned New Special Meeting. If a Shareholder wishes to change its vote it should either request and complete a new proxy form or attend the New Special Meeting in person. The Company is soliciting proxies on behalf of the Board in respect of the New Special Meeting Resolutions. This solicitation is being made by mail but the Company and its Directors and officers may also solicit proxies in person, by telephone or by other electronic means. These persons will not be paid for doing this. The Company has not hired a firm to assist in the proxy solicitation process but may do so if it deems this assistance necessary. The Company will pay all fees and expenses related to the retention of any proxy solicitation firm. The Company will ask banks, brokers and other institutions, nominees and fiduciaries to forward proxy statement materials to their principals and to obtain their authority to execute proxies and voting instructions. The Company will reimburse them for their reasonable expenses.

Whether or not you intend to be present at the New Special Meeting, you are asked to complete the new Form of Proxy previously enclosed with the Supplementary Re-admission Document in accordance with the instructions printed on it and return it to Capita Registrars Limited, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, UK as soon as possible but in any event so as to arrive by 8:00 am London Time on 28 August 2007. The new Form of Proxy can be returned by fax, to +44 208 639 2180 (Attn: Proxy Department), however share certificates must be sent by post or delivered by hand. Completion and return of the new Form of Proxy will not preclude Shareholders from attending and voting at the New Special Meeting (as adjourned), should they so wish.

FURTHER INFORMATION

Your attention is drawn to the further information on the Company and RPS set out in the remainder of the Documents. In particular, Shareholders are advised to consider carefully Part III of the Original Re-admission Document entitled "Risk Factors".

BOARD RECOMMENDATION

The arrangements with Pangaea do not affect the proposed terms of the Acquisition Agreement.

The Directors continue to believe that the revised terms and conditions of the Acquisition and the other elements of the revised Proposals the subject of the New Special Meeting Resolutions, which are described in the Original Re-admission Document as supplemented by the Supplementary Re-admission Document, are in the best interests of Shareholders. Accordingly, the Directors recommend that Shareholders vote in favour of the New Special Meeting Resolutions.

The sale of the Founding Shares and other Existing Shares to Pangaea will not occur until after the New Special Meeting. The Directors have agreed to vote their Founding Shares (approximately 17.9 per cent. of the Existing Shares) in accordance with the vote of the majority of all other Existing Shareholders on the Acquisition Approval Resolution. The Directors are entitled to vote the Existing Shares acquired by them in or subsequent to the Initial Public Offering as they see fit, and are entitled to vote their Founding Shares as they see fit, other than on the Acquisition Approval Resolution. They have indicated that they will vote such additional Shares, representing approximately 0.6 per cent. of the Existing Shares, in favour of the New Special Meeting Resolutions and have indicated that they will vote their Founding Shares in favour of the New Special Meeting Resolutions, other than the Acquisition Approval Resolution on which their vote in respect of their Founding Shares will be in accordance with the majority of all other Existing Shareholders.

Yours sincerely,

Edward V. Yang
Chairman of the Board

YOUR VOTE IS IMPORTANT. WHETHER YOU PLAN TO ATTEND THE NEW SPECIAL MEETING OR NOT, PLEASE SIGN, DATE AND RETURN THE NEW FORM OF PROXY WHICH WAS ENCLOSED WITH THE SUPPLEMENTARY RE-ADMISSION DOCUMENT AS SOON AS POSSIBLE.

PART IV

ADDITIONAL INFORMATION

1. Responsibility

The Directors and the Proposed Directors, whose names and functions appear on page 6 of the Original Re-admission Document, and the Company, accept responsibility, individually and collectively, for the information contained in this document. To the best of the knowledge and belief of the Directors, the Proposed Directors and the Company (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors' and other interests

2.1 The interests (which are beneficial unless otherwise stated) of the Directors, the Proposed Directors and persons connected with them (within the meaning of section 346 of the Act) in the issued share capital of the Company as at the date of this document are as set out in the Supplementary Re-admission Document and, as they are expected to be immediately following Re-admission and immediately following completion of the arrangements with Pangaea, are as follows:

| Name | Number of Shares Held | | Approximate % of Issued Shares | |
|---------------------------------------|---------------------------------|--|---------------------------------|--|
| | As at the date of this document | After Re-admission and immediately following Pangaea purchases | As at the date of this document | After Re-admission and immediately following Pangaea purchases ^{iv} |
| CSA I, LLC^v | 1,805,387 | 5,706 | 7.7% | 0.0% |
| CSA II, LLC^{vi} | 1,041,583 | 167,420 | 4.5% | 0.5% |
| CSA III, LLC^{vii} | 1,330,710 | 42,058 | 5.7% | 0.1% |
| Dennis M. Smith^{viii} | 4,177,680 | 215,184 | 17.9% | 0.7% |
| Edward V. Yang^{ix} | 2,846,970 | 173,126 | 12.2% | 0.5% |
| Jon A. Burgman | 46,666 | 1,475 | 0.2% | 0.0% |
| Stephen E. Stonefield | 93,333 | 2,950 | 0.4% | 0.0% |
| Daniel M. Perlman^x | — | 2,551,613 | — | 7.9% |
| Harris Koffer^{xi} | — | — | — | — |
| Daniel Raynor^{xii} | — | 5,766,605 | — | 17.8% |

^{iv} Assuming Pangaea acquires 7,900,528 Shares pursuant to the arrangements described in this document (consisting of 1,570,528 Founding Shares, 4,250,000 Existing Shares and 3,500,000 Shares pursuant to the acquisition of 22,750,000 Existing Warrants) and after giving effect to the repurchase of 3.0 million of the Founding Shares, the issuance of the Exchange Shares to the Selling Securityholders as partial consideration for the Acquisition and the issuance of the Sunrise Shares in connection with the Sunrise Option Tender and assuming 95.8 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer and there is no exercise of Repurchase Rights and subsequent cancellation of Shares by the Company.

^v CSA I, LLC is a limited liability company organized under the laws of the State of Delaware. The membership interests of CSA I, LLC are currently owned by Dennis M. Smith (65 per cent.) and Edward V. Yang (35 per cent.). As part of the agreements with Pangaea, the warrant held by Elmwood to purchase 90 per cent. of the total membership interests of CSA I, LLC is being cancelled.

^{vi} CSA II, LLC is a limited liability company organized under the laws of the Cayman Islands. The membership interests of CSA II, LLC are currently owned by Dennis M. Smith (65 per cent.) and Edward V. Yang (35 per cent.). Tri-Isthmus Group, Inc. holds a warrant to subscribe for membership interests in CSA II, LLC which will become exercisable (x) on or after the completion of a Qualified Business Combination or (y) in the event that no Qualified Business Combination has been completed but a Business Combination has been completed, on or after the date which is the Qualified Business Combination Deadline. The membership interests to be issued to Tri-Isthmus Group, Inc. upon exercise of this warrant would represent 22.5 per cent. of the total membership interests of CSA II, LLC immediately following the exercise of such warrant.

^{vii} CSA III, LLC is a limited liability company organized under the laws of the State of Delaware. The membership interests of CSA III, LLC are currently owned by Dennis M. Smith (65 per cent.) and Edward V. Yang (35 per cent.) and Mr. Smith is the sole manager.

^{viii} Represents the aggregate number of Shares owned by CSA I, LLC, CSA II, LLC and CSA III, LLC. Dennis M. Smith may be deemed to beneficially own such shares because he serves as manager of each of those entities. Mr. Smith has a pecuniary interest in 65 per cent. of such Shares (139,870 Shares) by virtue of his ownership interests in each of those entities.

^{ix} Represents the aggregate number of Shares owned by CSA I, LLC and CSA II, LLC. Edward V. Yang may be deemed to beneficially own such shares because he serves as manager of each of those entities. Mr. Yang has a pecuniary interest in 35 per cent. of such Shares (75,314 Shares) by virtue of his ownership interests in each of those entities.

^x Mr. Perlman's interest as reflected in the table does not include 450,000 options to acquire Shares which will be granted upon completion of the Acquisition pursuant to Mr. Perlman's employment agreement.

^{xi} Mr. Koffer's interest as reflected in the table does not include 120,000 options to acquire Shares which will be granted upon completion of the Acquisition pursuant to Mr. Koffer's employment agreement and does not include 899,279.76 options to acquire Shares that will be granted upon completion of the Acquisition as replacement options for options to purchase Shares of RPS.

^{xii} 4,813,809.44 of the Shares listed in the table in connection with Mr. Raynor are owned by Argentum Capital Partners II, L.P. 905,632.56 of the Shares listed in the table in connection with Mr. Raynor are owned by Argentum Capital Partners, L.P. Mr. Raynor is (i) the managing member of Argentum Investments, L.L.C., which is the managing member of Argentum Capital Partners II, L.P. which is the general partner of Argentum Capital Partners II, L.P. and (ii) the chairman of B.R. Associates, Inc., which is the general partner of Argentum Capital Partners, L.P. As a result of these relationships, under U.S. law Mr. Raynor may be deemed to have beneficial ownership over the Shares held by these entities. Mr. Raynor disclaims such beneficial ownership. 47,163.36 of the Shares listed in the table in connection with Mr. Raynor are owned by CGM IRA Custodian FBO Daniel Raynor.

James Macdonald^{xiii} — 3,454,128 — 10.7%

The number of Shares held and percentage of issued Shares immediately following Re-admission indicated in the table above in respect of CSA I, LLC, CSA II, LLC, CSA III, LLC and Messrs. Smith, Yang, Burgman and Stonefield assume the repurchase of the Founding Shares held by those persons on a pro rata basis. In the event any of the Founding Shareholders refuses to sell its Founding Shares to the Company, the 3.0 million Founding Shares may be repurchased from the other Founding Shareholders on other than a pro rata basis in which case such numbers and percentages may change. Founding Shareholders holding a majority of the Founding Shares have verbally agreed to sell their Founding Shares to the Company.

- 2.2 So far as the Directors and Proposed Directors are aware, the only persons (other than any Directors, Proposed Directors or their connected persons) who are, as at the date of this document or will following Re-admission or completion of the agreements with Pangaea be, interested, directly or indirectly, in three per cent. or more of the issued share capital of the Company are as follows:

| Name | Number of Shares Held | | Approximate % of Issued Shares | |
|---|---------------------------------|--|---------------------------------|---|
| | As at the date of this document | After Re-admission and immediately following Pangaea purchases | As at the date of this document | After Re-admission and immediately following Pangaea purchases ^{xiv} |
| Highline Capital | 975,900 | 97,590 | 4.2% | 0.3% |
| LBPB Nominees | 1,166,667 | 1,166,667 | 5.0% | 3.6% |
| Lehman Brothers International | 2,675,334 | 690,334 | 11.5% | 2.1% |
| Morstan Nominees Limited | 1,948,334 | — | 8.4% | — |
| NCB Trust Limited | 2,480,000 | 250,000 | 10.6% | 0.8% |
| Och-Ziff Capital Management | 3,232,334 | — | 13.9% | — |
| Third Point | 1,000,000 | 1,000,000 | 4.3% | 3.1% |
| Pangaea One Acquisition Holdings I, LLC^{xv} | — | 7,900,528 | 0.0% | 24.3% |
| Total | 13,478,569 | 11,105,119 | 57.9% | 34.2% |

- 2.3 Save as disclosed in paragraphs 2.1 and 2.2, the Company is not aware of any person who, immediately following Re-admission or completion of the agreements with Pangaea, will directly or indirectly, jointly or severally, exercise or who could exercise control over the Company and is not aware of any arrangements, the operation of which may at a subsequent date result in a change of control of the Company.
- 2.4 Save as otherwise disclosed in the Documents, no Director or Proposed Director has, or has had, any interests in any transaction which is or was unusual in its nature or conditions or is or was significant to the business of the Company or RPS and which was effected by the Company or RPS in the current or immediately preceding financial year of the Company or RPS or which was effected during an earlier financial year and remains in any respect outstanding or unperformed.

3. Material Contracts

3.1 Deed of Release

The Company, Pangaea and the Escrow Agent have entered into a deed of release and agreement to be bound (the “**Deed of Release**”) whereby the Escrow Agent has agreed to release (a) 3,000,000 Founding Shares from escrow for repurchase and cancellation by the Company for the par value of the Shares and (b) up to 1,570,528 Founding Shares for purchase by Pangaea for an aggregate consideration of \$0.01 per participating Founding Shareholder. Under the terms of the Deed of Release, Pangaea has agreed to comply with the terms of the Escrow Agreement as if it were a party thereto in the capacity of a Founding Shareholder and to enter into a deed of adherence to the Escrow Agreement. The Deed of Release is conditional upon the completion of the Acquisition.

3.2 Stock Purchase Agreement

Certain of the Founding Shareholders and Pangaea entered into a Stock Purchase Agreement whereby Pangaea has agreed to purchase up to 1,570,528 Founding Shares for an aggregate consideration of \$0.01 per participating Founding Shareholder. The Founding Shares

^{xiii} The Shares listed in the table in connection with Mr. Macdonald are owned by affiliates of First Analysis Corporation, a Delaware corporation (“FAC”). FAC, through one or more intermediate partnerships, controls or shares control of The Productivity Fund IV, LP and The Productivity Fund IV, Advisors Fund, LP. Mr. Macdonald disclaims any personal beneficial interest he may be deemed to have under U.S. law in these shares except to the extent of his interest in the partnerships. Mr. Macdonald is employed as an executive by FAC and may be deemed to take executive action on behalf of FAC with respect to its control over these partnerships.

^{xiv} Assuming Pangaea acquires 7,900,528 Shares pursuant to the arrangements described in this document (consisting of 1,570,528 Founding Shares, 4,250,000 Existing Shares and 3,500,000 Shares pursuant to the acquisition of 22,750,000 Existing Warrants) and after giving effect to the repurchase of 3.0 million of the Founding Shares, the issuance of the Exchange Shares to the Selling Securityholders as partial consideration for the Acquisition and the issuance of the Sunrise Shares in connection with the Sunrise Option Tender and assuming 95.8 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer and there is no exercise of Repurchase Rights and subsequent cancellation of Shares by the Company.

^{xv} Assuming Pangaea acquires 7,900,528 Shares pursuant to the arrangements described in this document (consisting of 1,570,528 Founding Shares, 4,250,000 Existing Shares and 3,500,000 Shares pursuant to the acquisition of 22,750,000 Existing Warrants)

purchased by Pangaea will remain subject to the same restrictions under the Escrow Agreement as they were subject to in the hands of the Founding Shareholders. The Stock Purchase Agreement is conditional upon completion of the Acquisition.

4. Consents

Arbuthnot Securities Limited, which is authorized and regulated by the Financial Services Authority, has been appointed as nominated adviser and UK broker to the Company and has its registered office at Arbuthnot House, 20 Ropemaker Street, London EC2Y 9AR, UK. Arbuthnot has given and has not withdrawn its written consent to the inclusion in this document of its name and the references to it in the form and context in which they appear.

5. General

- 5.1 Save as disclosed in the Documents, there has been no significant change in the financial or trading position of the Company since 31 December 2006, the date to which the Company's last audited financial statements as set forth in Part VI of the Original Re-admission Document were published.
- 5.2 Save as disclosed in the Documents, there has been no significant change in the financial or trading position of RPS since 31 December 2006, the date to which the RPS' last audited financial statements as set forth in Part VII of the Original Re-admission Document were published.
- 5.3 The Directors and the Proposed Directors are of the opinion, having made due and careful enquiry, taking into account available bank and other facilities, that the working capital available to the Company and the Enlarged Group will be sufficient for its present requirements, that is for at least the next 12 months from the date of Re-admission.

20 August 2007