Supplement to Original Re-admission Document

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this document or the action you should take, you should consult a person authorized under the Financial Services and Markets Act 2000 who specialises in advising on the acquisition of shares and other securities. If you have sold or otherwise transferred all your Cross Shore Shares and/or Existing Warrants please forward this document together with the accompanying materials as soon as possible to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee.

The Existing Shares and the Existing Warrants are currently admitted to trading on AIM. It is expected that the current admission to trading on AIM of the Existing Shares and the Existing Warrants will be cancelled with effect from close of business on 3 August 2007 (which is the date on which the Acquisition is expected to be completed). Application will be made for the Enlarged Issued Share Capital and Existing Warrants to be admitted to trading on AIM. It is expected that Re-admission will become effective and that dealings in the Enlarged Issued Share Capital and the Existing Warrants will commence on AIM on 7 August 2007. Neither the Enlarged Issued Share Capital nor the Existing Warrants will be dealt in, or on, any other recognised investment exchange and no other such applications will be made (save that the Company has agreed to use commercially reasonably efforts to file the Exchange Act Registration Statement within 120 days after the date of a Qualified Business Combination and to use reasonable commercial efforts promptly upon effectiveness of the Exchange Act Registration Statement to list the Shares on the American Stock Exchange, the New York Stock Exchange, NASDAQ or a similar trading platform in the U.S.). **AIM is a market designed primarily for emerging or smaller companies to which a higher investment risk tends to be attached than to larger or more established companies. AIM securities are not admitted to the Official List of the United Kingdom Listing Authority. A prospective investor should be aware of the risks in investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial adviser. Each AIM company is required pursuant to the AIM Rules for Companies to have a nominated adviser. The nominated adviser is required to make a declaration to the London Stock Exchange on admission in the form set out in Schedule Two to the AIM Rules for Nominated Advisers. The London Stock Exchange has not itself examined or approved the contents of the Documents.**

This document is intended to be read as a supplement to and in conjunction with the Original Re-admission Document. Where a conflict arises between a provision contained herein and the Original Re-admission Document, information in this document shall supersede that contained in the Original Re-admission Document.

This supplement, together with the Original 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 CORP

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.
Notice of Special Meeting
and
Re-admission to trading on AIM
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 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 Special Meeting. Your attention is drawn to the letter from the Chairman of the Company which is included in this document and recommends you to vote in favour of each of the resolutions to be proposed at the Special Meeting referred to below. A notice convening a Special Meeting of Shareholders of the Company, which is to be held at the offices of McDermott Will & Emery LLP, 227 West Monroe Street, Chicago, Illinois 60606, U.S. at 10 am Central Daylight Time on 3 August 2007, is set out at the end of this document. The board of directors has fixed the close of business on 18 July 2007 (the "New Special Meeting Record Date") as the date for determination of which Shareholders are entitled to receive notice of, and to vote at, the Special Meeting. Only the holders of record of Shares on that date are entitled to have their votes counted at the Special Meeting and any adjournments or postponements thereof. You will find enclosed with this document a Form of Proxy for use at the 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 4:00 pm London Time on 1 August 2007.

This document is dated 6 July 2007 and is first being mailed to Shareholders and Warrantholders on 6 July 2007.

CONTENTS

INTRODUCTION

This document is supplemental to and must be read in conjunction with the AIM admission document dated 5 June 2007 posted to Shareholders in connection with the Acquisition and Re-admission (the "**Original Re-admission Document**"). It updates and supplements certain information set out in the Original Re-admission Document and describes certain events which have occurred since the date of publication of the Original Re-admission Document.

The definitions set out in the section of the Original Re-admission Document entitled "Definitions" have the same meaning in this document, except where defined in the text of this document or in the section of this document entitled "Definitions".

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 Arbuthnot, Arbuthnot 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

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 this Supplement to the Original 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
Latest time and date for receipt of Forms of Proxy	4 pm London Time, 1 August 2007
Latest time and date for receipt of tender offer Letter of Transmittal	11:59 pm New York City Time, 2 August 2007
New Special Meeting Date	10 am Central Daylight Time, 3 August 2007
Completion of the Acquisition	3 August 2007
Re-admission and commencement of dealings in Enlarged Issued Share Capital and Existing Warrants becomes effective	8:00 am London time, 7 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.

REVISED ACQUISITION STATISTICS[i]

Consideration payable upon completion of the Acquisition[ii]	$27.1 million in cash[iii]
	15.76 million new Exchange Shares
Exchange Shares as a percentage of Enlarged Issued Share Capital	37.5 per cent.[iv]
Maximum number of Existing Warrants outstanding following Re-admission	2.99 million[v]

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[i] All numbers are approximate and reflect the revised terms of the Acquisition as described in this document.

[ii] In addition, it is expected that on completion of the Acquisition, the Company will guaranty the outstanding bank debt of RPS, which for the month ended May 31, 2007 had a principal balance of $8.7 million and an average month end balance for the 6 months preceding the date of the Original Re-admission Document of $9.0 million. Furthermore, the Company will grant up to 2.05 million options to acquire Shares to current holders of RPS options in exchange for their RPS options. These new options have a weighted average exercise price of $0.75 per Share.

[iii] Of this amount, $20.0 million will be paid to the Selling Securityholders pursuant to the Acquisition Agreement, $2.6 million will be paid, at or prior to completion of the Acquisition, to holders of RPS preferred stock as accrued and unpaid dividends and approximately $4.5 million will be used to fully repay RPS' outstanding subordinated debt. This amount assumes that holders of RPS options do not exercise those options prior to completion of the Acquisition. If RPS options are exercised then, pursuant to the Acquisition Agreement, each RPS share of common stock acquired upon such exercise will entitle the holder of such share to receive $8.00 in cash in exchange for such share.

[iv] Assuming no exercise of Repurchase Rights and subsequent cancellation of Shares by the Company. Except as otherwise noted, throughout this document the interests of parties in the issued Share capital and outstanding Existing Warrants immediately following Re-admission have been calculated on the basis that 100 per cent. of the Existing Warrants are exchanged for Shares under the tender offer described in Part I. If 95 per cent. of the Existing Warrants were to be exchanged, then the maximum number of Existing Warrants any single party could own or which could remain outstanding immediately after Re-admission is 1,866,667 Existing Warrants representing 100 per cent. of the Existing Warrants then outstanding and approximately 4.5 per cent. of the Company's enlarged issued Share capital if exercised. Pursuant to the Acquisition Agreement, options to acquire shares of RPS common stock will be converted into options to acquire 2.05 million Shares. These options and the Sunrise Option are not included in calculating this amount.

[v] Assuming 95 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer and the full exercise by Sunrise of the Sunrise Option to purchase 1,120,000 Existing Warrants.

SHARE CAPITAL AND EXISTING WARRANTS IMMEDIATELY FOLLOWING RE-ADMISSION[vi]

	Authorized		Issued and fully paid[vii]	
	Number	Par Value	Number	Nominal Value
Common shares of par value $0.0001 each	150,000,000	$15,000	41,716,243	$4,172
Preferred shares of par value $0.0001 each	1,000,000	$100	0	$0
Existing Warrants	n/a	n/a	1,866,667	n/a

[vi] The Company has requested and Sunrise has agreed, in connection with the tender offer for Existing Warrants and proposed reduction of the Company's capital structure, to tender 40 per cent. of its existing Unit purchase options, such that the Company will issue 1 Share for every 6.5 Existing Warrants and Shares subject to such Unit purchase options resulting in 168,000 Shares (approximately 0.4 per cent. of the maximum number of Shares outstanding immediately following Re-admission) being issued to Sunrise (the "**Sunrise Option Tender**"). The Sunrise Option is exercisable on completion of the Acquisition. Pursuant to the Acquisition Agreement, RPS options held by existing RPS option holders will be converted into options to acquire up to 2.05 million Shares. These new options have a weighted average exercise price of $0.75 per Share. These options and the Sunrise Option are not reflected in the above table.

[vii] Assuming 95 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer, no exercise of Repurchase Rights and subsequent cancellation of Shares by the Company, 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. This amount does not include the Sunrise Option. The maximum number of Shares outstanding immediately following Re-admission would be 42,003,422 million assuming 100 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer, no exercise of Repurchase Rights and subsequent cancellation of Shares by the Company, 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.

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

6 July 2007

Proposed acquisition of ReSearch Pharmaceutical Services, Inc.
Change of name to ReSearch Pharmaceutical Services, Inc.
Notice of 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

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. Recently the Company entered into an amendment to the Acquisition Agreement to revise the terms of the Proposed Acquisition. This supplement to the Original Re-admission Document is being mailed to holders of Shares and Existing Warrants to provide you with information on the revised terms of the Acquisition and certain other transactions being completed in connection with the Acquisition. The following information is supplemental to, and must be read in conjunction with, the Original Re-admission Document.

REVISED PRINCIPAL TERMS OF, AND SOURCES OF FUNDING FOR, THE ACQUISITION

Pursuant to the revised Acquisition Agreement,

- the Selling Securityholders will receive, in aggregate, $20.0 million in cash (reduced from $39.1 million) and 15.76 million Exchange Shares (increased from 12.55 million)
- existing options to purchase shares of RPS common stock will be converted into options to purchase 2.05 million Shares, approximately $2.6 million will be paid, on or prior to completion of the Acquisition, to holders of RPS preferred stock as accrued and unpaid dividends, and approximately $4.5 million of RPS subordinated debt will be repaid (unchanged)
- the Company will guaranty all of the remaining outstanding bank debt of RPS[viii] (unchanged)
- the Company will repurchase 3.0 million Shares from the Founding Shareholders for aggregate consideration of $300
- the 19.06 million Exchange Warrants proposed to be issued to Selling Securityholders will not be issued
- the Company will complete a tender offer pursuant to which all holders of Existing Warrants will be offered the right to exchange 6.5 Existing Warrants for one Share
- the completion of the Acquisition is conditional upon the holders of at least 95 per cent. of the Existing Warrants (or 35,466,670 Existing Warrants) tendering their Existing Warrants in the tender offer and holders of no more than 40 per cent. (or 7,466,667) of the IPO Shares exercising their Repurchase Rights[ix]

[viii] The outstanding bank debt of RPS had a principal balance of $8.7 million for the month ended May 31, 2007 and an average month end balance for the 6 months preceding the date of this document of $9.0 million.

- transaction bonuses payable to RPS managers will be re-structured and reduced from $1.2 million to $0.5 million
- the Company will not pay the Contingent Dividend

The revised Acquisition Agreement also provides that Daniel Perlman will receive the same form of consideration as the other Selling Securityholders and therefore the cash element of the consideration will be payable pro-rata to the Selling Securityholders.

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.

Under the Acquisition Agreement, as amended, there are a number of conditions precedent to completion of the Acquisition, including the approval of Existing Shareholders and Re-admission, the tender of at least 95 per cent. of the Existing Warrants (or 35,466,670 Existing Warrants) in the tender offer and that holders of no more than 40 per cent. (or 7,466,667) of the IPO Shares exercise their Repurchase Rights. Assuming that holders of 40 per cent. of the IPO Shares exercise their Repurchase Rights, upon completion of the Acquisition, the Company expects to have not less than $30 million in cash. Pursuant to the Acquisition Agreement, certain of these conditions precedent may be waived by the Company, RPS or the Securityholders Committee on behalf of the Selling Securityholders, as applicable, provided that RPS and the Securityholders Committee may waive the Repurchase Rights condition only to the extent that holders of not more than 60 per cent. (or 11,200,000), in the aggregate, of the outstanding IPO Shares exercise their Repurchase Rights in respect of the Acquisition Approval Resolution and the Waiver Resolution. RPS and the Selling Securityholders have given representations and warranties to the Company in respect of the business and affairs of RPS and it is a condition precedent to completion of the Acquisition that such representations and warranties are true and correct in all material respects (if not subject to a materiality qualifier) or in all respects (if subject to a materiality qualifier) as of the date of completion as if made on that date (save to the extent they relate specifically to an earlier date). Further details of the revised Acquisition Agreement are set out in paragraph 4.1 of Part IV of this document.

Warrant Tender Offer

In conjunction with the Acquisition, the Company is initiating a tender offer for all outstanding Existing Warrants. Under the terms of the tender offer, holders of Existing Warrants will have the right to exchange six and one-half (6.5) Existing Warrants for one (1) Share. It is a condition to the parties' obligation to complete the Acquisition that at least 95 per cent. of all outstanding Existing Warrants are tendered to the Company in conjunction with the tender offer which would result in no more than 1,866,667 Existing Warrants remaining outstanding. In the Original Re-admission Document, the Company stated that after completion of the Acquisition the Company would permit the Existing Warrants to be exercised on a "cashless" basis. However, in connection with agreeing to the revised terms for the Acquisition, the Company has determined that it will not permit the cashless exercise of the Existing Warrants except to the extent provided for in the original Warrant Deed. Therefore, any outstanding Warrants following the tender offer will be exercisable on the terms of the original Warrant Deed and will not be exercisable on a cashless basis except pursuant to the provisions of the Warrant Deed. Consummation of the tender offer is conditional on the completion of the Acquisition. Further details regarding the tender offer and its terms can be found in the offer letter and related materials dispatched to holders of Existing Warrants.

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, except that if the Acquisition is completed, bonuses of only $500,000 in the aggregate (reduced from $1.2 million) will be paid to certain senior managers of RPS. Of this amount $250,000 (reduced from $900,000) will be paid to Daniel Perlman and $250,000 will be paid to Steven Bell.

In addition, Daniel Perlman will now receive the same merger consideration per RPS share of common stock as all other Selling Securityholders.

LOCK-IN AND ESCROW AGREEMENTS

On Re-admission the Directors, the Proposed Directors and their respective associates will be interested in an aggregate of 4.07 million Shares representing 9.7 per cent.[x] of the Enlarged Issued Share Capital[xi] 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 3.1 of Part IV of this document.

[ix] These conditions may be waived by the Company, RPS and the Securityholders Committee, provided that RPS and the Securityholders Committee may waive the Repurchase Rights condition only to the extent that holders of not more than 60 per cent. (or 11,200,000), in the aggregate, of the outstanding IPO Shares exercise their Repurchase Rights in respect of the Acquisition Approval Resolution and the Waiver Resolution.

[x] 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.

[xi] Assuming 100 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer, no exercise of Repurchase Rights and subsequent cancellation of Shares by the Company, 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.

In addition to lock-ins and escrow agreements pertaining to the Directors and Proposed Directors as set forth in the Original Re-admission Document, 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., who on Re-admission will be the holders of 9.17 million Shares in aggregate shall have, as a condition precedent to the completion of the Acquisition, undertaken to Arbuthnot and the Company not to dispose of any Shares or Existing Warrants for a period of 12 months from 5 June 2007 and thereafter for a further 12 months not to dispose of interests in Shares or Existing Warrants held by them on the date of Re-admission without the consent of Arbuthnot, subject to certain limited exceptions. All parties currently holding Shares and/or Existing Warrants who, as a condition to the completion of the Acquisition, are required to enter into a lock-in agreement with Arbuthnot and the Company (as described herein) have entered into such agreement as of the date of this document. In addition, as a condition to the completion of the Acquisition, Sunrise will enter into the Sunrise Lock-In Agreement in connection with the Sunrise Option Tender. 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.

SPECIAL MEETING

The revised terms of the Acquisition require the Acquisition Approval Resolution to be amended and require a new resolution, the Waiver Resolution, to be considered. Accordingly, the Special Meeting covered by the notice in the Original Re-admission Document for 11 July 2007 will not be held and the New Special Meeting is being called. The Board has set 18 July 2007 as the record date for the New Special Meeting. Set out at the end of this document is a notice convening the New Special Meeting of the Company. The New Special Meeting will be held at the offices of McDermott Will & Emery LLP, 227 West Monroe Street, Chicago, Illinois 60606, U.S. on 3 August 2007 at 10 am Central Daylight Time.

Waiver Resolution

In order to qualify as a Qualified Business Combination an acquisition must have a transaction value of at least $51.3 million (50 per cent. of the amount initially placed in trust). The term "transaction value" is defined in the Company's Certificate of Incorporation and includes the cash paid in connection with the Acquisition (approximately $27.1 million), the assumed bank debt, the value of securities being given as consideration (as determined by an independent investment banking firm), and the fees payable in regard to the Acquisition. The cash paid to the Selling Securityholders, the assumed bank debt and the transaction costs total $42.2 million. Therefore, under the Company's certificate of incorporation the Company is required to obtain a determination from an investment bank that the value of the Exchange Shares being issued in the transaction exceeds $9.1 million. Since the Board believes it is very clear that the 15.76 million Exchange Shares have a value greater than $9.1 million, the Board has determined that paying for an investment bank opinion on this issue is not a good use of the Company's resources. At the New Special Meeting the Shareholders will be asked to waive this requirement. The Waiver Resolution requires 75 per cent. of the Shares voted to vote "YES" in order to be adopted. In the event the Waiver Resolution is not approved by Shareholders and all other conditions to completion of the Acquisition are satisfied, the Company intends to obtain such an opinion as promptly as practicable.

Revised Special Meeting Resolutions

At this important meeting, you will be asked to consider and vote on resolutions to approve the Acquisition and other elements of the Proposals as follows:

- a resolution approving:
  - the Acquisition;
  - the release of the sum in the Trust Fund to fund the cash portion of the purchase price for the Acquisition, to make any repurchases of Existing Shares to the extent Shareholders exercise their Repurchase Rights and for working capital purposes of the Enlarged Group; and
  - the issue of 15.76 million Exchange Shares to Selling Securityholders in partial consideration for the Acquisition (collectively, the "**Acquisition Approval Resolution**");
- a resolution approving:
  - an amendment to the Company's Certificate of Incorporation to change the name of the Company to ReSearch Pharmaceutical Services, Inc. upon completion of the Acquisition (the "**Change of Name Resolution**");
- a resolution approving:
  - an amendment to the Company's Certificate of Incorporation to increase the permitted size of the Board from five (5) to eleven (11) members and to elect Daniel M. Perlman and Harris Koffer to the class of directors having a three-year term, to elect Daniel Raynor to the class of directors having a two-year term and to elect James R. Macdonald to the class of directors having a one-year term, to fill four (4) of the new director positions created thereby (the "**Board Size Resolution**" and, together with the Change of Name Resolution, the "**Charter Documents Resolutions**");
- a resolution approving:
  - an amendment to the Company's Certificate of Incorporation to increase the number of authorized Shares from 74,800,000 to 150,000,000;
  - an amendment to the Company's Certificate of Incorporation and By-laws to provide that members of the Board may only be removed for cause; and
  - the employment agreements between the Company and each of Daniel M. Perlman, Harris Koffer and Steven Bell and the service agreements between the Company and each of Dennis M. Smith and Edward V. Yang to be effective upon completion of the Acquisition (collectively, the "**Combined Resolution**").
- a resolution waiving the requirement that the Company obtain a determination from an investment bank of the value of the Exchange Shares to be issued to the Selling Securityholders (the "**Waiver Resolution**").

The revised Special Meeting resolutions (the "**New Special Meeting Resolutions**") are set out in the notice of the New Special Meeting.

According to the terms of the Acquisition Agreement, the Acquisition Approval Resolution, the Charter Documents Resolutions and the Combined Resolution are all conditions to completion of the Acquisition. However, any condition to the completion of the Acquisition contained in the Acquisition Agreement may be waived, in whole or in part, to the extent permitted by applicable law by the Company or RPS and the Securityholders Committee (as applicable). Despite the availability of waiver, the Acquisition can not be completed without Shareholder approval of the Acquisition Approval Resolution and the Combined Resolution.

If for any reason the Acquisition is not completed, none of the actions contemplated by the New Special Meeting Resolutions will be undertaken. If for any reason the Board Size Resolution is not passed, the Acquisition Agreement provides that immediately prior to, but effective only upon, completion of the Acquisition, Stephen M. Stonefield and Jon A. Burgman shall resign as Directors and the Company shall appoint Daniel M. Perlman, Harris Koffer and Daniel Raynor to the Board such that the Board will be comprised of Daniel M. Perlman, Harris Koffer, Daniel Raynor, Dennis M. Smith and Edward V. Yang.

Other matters

The Company's Existing Shares and Existing Warrants are listed on AIM under the symbols CSE and CSEW, respectively. The Existing Shares and Existing Warrants were suspended from trading on 27 June 2007 on the announcement of the Company's re-negotiation of the terms of the Acquisition with RPS. The Existing Shares and Existing Warrants are expected to recommence trading on 9 July 2007, the business day immediately following the date of publication of this document. Assuming the New Special Meeting Resolutions are passed, the admission of the Existing Shares and Existing Warrants to trading on AIM will be cancelled and application will be made for Re-admission.

Proxy arrangements

The Company is soliciting proxies on behalf of the Board in respect of the New Special Meeting Resolutions. Proxies submitted in respect of the Special Meeting Resolutions described in the Original Re-admission Document will be declared void. 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.

Shareholders will find enclosed with this document a new Form of Proxy. This new Form of Proxy replaces the Form of Proxy delivered with the Original Re-admission Document. On the Form of Proxy, you have a number of voting options in relation to each of the proposed resolutions: to vote either ''FOR'' or ''AGAINST'' or, in relation to the Acquisition Approval Resolution and the Waiver Resolution, ''AGAINST AND CASHOUT''. You are also entitled to abstain from voting. If you vote ''FOR'' a resolution, this means that you support that resolution. If you vote ''AGAINST'', this means that you do not support that resolution, and, in the case of the Acquisition Approval Resolution or the Waiver Resolution, that you do not support that resolution but you do not elect to have your Existing Shares repurchased. If, in relation to the Acquisition Approval Resolution or the Waiver Resolution, you vote ''AGAINST AND CASHOUT'', this means that you do not support the Acquisition or are voting against the Waiver Resolution, but if the Acquisition is approved and completed, all of your Existing Shares will be repurchased by the Company at the Repurchase Rights Price Per Share. It is a condition to completion of the Acquisition that holders of no more than an aggregate of 40 per cent. (or 7,466,667) of the IPO Shares exercise their Repurchase Rights in respect of the Acquisition Approval Resolution and the Waiver Resolution. RPS and the Securityholders Committee can elect to waive this condition only to the extent that holders of not more than 60 per cent. (or 11,200,000), in the aggregate, of the outstanding IPO Shares exercise their Repurchase Rights in respect of the Acquisition Approval Resolution and the Waiver Resolution.

If you wish to exercise your right to have all of your Existing Shares repurchased by the Company, you must return to the Company's registrars, Capita Registrars Limited, the original certificates representing your Existing Shares with the new Form of Proxy. If your original certificates have been lost, stolen or destroyed, you will be required to sign an affidavit to that effect and to agree to indemnify the Company from any losses incurred by the Company as a result of such certificates having been lost, stolen or destroyed. You may also be required by the Company to post a bond to secure against the risk that the share certificates may subsequently be found.

Whether or not you intend to be present at the Special Meeting, you are asked to complete the new Form of Proxy 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 4:00 pm London Time on 1 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 Special Meeting, should they so wish.

The existing certificates representing the Shares will continue to represent the same number of Shares after the change of name to ReSearch Pharmaceutical Services, Inc. without any action on the part of the holder. Holders of Shares will not have to exchange any share certificates. The Company will issue new certificates to holders representing Shares under the new name upon request. Holders of Existing Warrants will continue to hold such securities, which will remain exercisable for an equivalent number of Shares (under the new name, ReSearch Pharmaceutical Services, Inc.) for the equivalent exercise price per Share, without any action by the holder.

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

After careful consideration of the revised terms and conditions of the Acquisition and the other elements of the revised Proposals the subject of the New Special Meeting Resolutions, the Directors have determined such to be advisable and in the best interests of Shareholders. Accordingly, the Directors recommend that Shareholders vote in favour of the New Special Meeting Resolutions. 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 ENCLOSED NEW FORM OF PROXY AS SOON AS POSSIBLE.

THE PROXY DELIVERED TO YOU WITH THE ORIGINAL RE-ADMISSION DOCUMENT IS NO LONGER VALID. THEREFORE, EVEN IF YOU COMPLETED AND RETURNED THAT PROXY, IN ORDER TO VOTE AT THE NEW SPECIAL MEETING, YOU MUST COMPLETE AND RETURN THE NEW FORM OF PROXY.

PART II

QUESTIONS AND ANSWERS ABOUT THE REVISED PROPOSALS

When do you expect the Acquisition to be completed?

It is currently anticipated that the Acquisition will be completed as promptly as practicable following the New Special Meeting, which is called for 3 August 2007. However, the Acquisition Agreement provides for completion to occur at any time before 6 August 2007.

If I am not going to attend the Special Meeting in person, should I return my proxy card instead?

Yes. After carefully reading and considering the information contained in the Documents, please complete, sign and return the enclosed Form of Proxy as soon as possible, but in any event so that it arrives no later than 48 hours prior to the Special Meeting, so that your Shares may be represented at the Special Meeting.

What will happen if I abstain from voting or fail to vote?

An abstention or failure to vote will have the same effect as a vote against each Special Meeting Resolution and will not serve as an election to exercise your Repurchase Rights.

What do I do if I want to change my vote?

If you wish to change your vote, please deliver a later-dated, signed Form of Proxy to Capita Registrars Limited, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, UK to arrive by 4:00 pm London Time on 1 August 2007 or attend the Special Meeting and vote in person.

If my Shares are held in "street name" by my broker, will my broker vote my Shares for me?

No. Your broker can vote your Shares only if you provide specific instructions on how to vote. You should take instructions from your broker as to how to instruct your broker to vote your Shares.

Can Warrantholders vote at the Special Meeting?

No, only Shareholders are entitled to vote.

What are the implications for holders of Existing Warrants if the Acquisition is completed?

According to the terms of the Existing Warrants, the Existing Warrants become exercisable upon the completion of a Qualified Business Combination. The Acquisition, if successfully completed, will constitute a Qualified Business Combination and therefore the Existing Warrants will become exercisable upon completion of the Acquisition. The Existing Warrants have an exercise price of $5.00 per Share and an exercise period that expires on 24 April 2010 (or, if sooner, on the redemption of the Existing Warrants by the Company, which redemption may take place at any time after the Acquisition with the prior consent of Sunrise: (a) in whole and not in part; (b) at a price of $0.0001 per Warrant; (c) upon a minimum 30 days prior written notice of redemption; and (d) if, and only if, the last independent bid price of Shares equals or exceeds $8.50 per Share for any 20 trading days within a 30 trading day period ending three business days before the Company sends notice of redemption and the weekly trading volume of Shares has been at least 550,000 Shares for each of the two calendar weeks before such notice of redemption has been sent). Furthermore, as a condition to the completion of the Acquisition, at least 95 per cent. of the Existing Warrants (or 35,466,670 Existing Warrants) must be tendered as part of the tender offer as described in Part I of this document. Further, if the Acquisition is not completed the Existing Warrants will lapse unless the Existing Shareholders vote to extend the Qualified Business Combination Deadline.

What do I do if I have already submitted my Form of Proxy?

All proxies which accompanied the Original Re-admission Document and relate to the original Special Meeting scheduled for 11 July 2007 are null and void. If you have already submitted your original Form of Proxy you will still need to complete the new Form of Proxy that relates to the New Special Meeting accompanying this document for your vote to be counted.

Who can help answer my questions?

If you have questions about the Acquisition, you may write or call Cross Shore Acquisition Corporation, 222 West Adams Street, Suite 1000, Chicago, IL 60606, Attn: Dennis M. Smith or Matthew Klinger (+1-843-597-4760 or +1-312-870-1364). For regulatory reasons, however, no advice as to how to vote on the Special Meeting Resolutions, or any of them, can be given. Please also note that calls to this number may be monitored.

Part III

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 Special Meeting. Shareholders are encouraged to read the Original Re-admission Document in connection with their review of this document.

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. Share Capital

2.1 The Company's authorized and issued share capital following completion of the Acquisition (including the Exchange Shares to be issued) will be as set out below:

	Authorized		**Outstanding**[xii]	
	Par Value ($)	Number	Aggregate Par Value ($)	Number
Common Shares	0.0001	150,000,000	$4,200	42,003,422
Preferred Shares	0.0001	1,000,000	0	0

2.2 As of the date of this document, 37,333,336 Existing Warrants are issued and outstanding. Assuming 100 per cent. exchange under the tender offer, upon completion of the Acquisition no Existing Warrants will be outstanding. If Sunrise exercises the Sunrise Option and if the holders of up to 5 per cent. of the Existing Warrants do not tender their Existing Warrants for exchange, the maximum number of Existing Warrants that may be outstanding following completion of the Acquisition is 2.99 million. In addition, upon completion of the Acquisition, options to purchase shares of RPS common stock will be converted into options to purchase Shares. Assuming no exercise of vested RPS options prior to completion of the Acquisition, 2.05 million options to purchase Shares will be granted in the conversion.

2.3 The allotment and issue of the Exchange Shares will result in an immediate dilution of 37.5 per cent.[xiii] to the holders of Existing Shares at the date of this document.

3. Directors' and other interests

3.1 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 and as they are expected to be immediately following Re-admission, are as follows:

	Number of Shares Held		**Approximate Percentage of Issued Shares**	
Name	**As at the date of this document**	**Immediately following Re-admission**	**As at the date of this document**	**Immediately following Re-admission**[xiv]
CSA I, LLC[xv]	1,805,387	644,781	7.7%	1.5%
CSA II, LLC[xvi]	1,041,583	322,390	4.5%	0.8%
CSA III, LLC[xvii]	1,330,710	475,254	5.7%	1.1%

[xii] These amounts are determined 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 assume 100 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer and no exercise of Repurchase Rights and subsequent cancellation of Shares by the Company.

[xiii] Assuming 100 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer, no exercise of Repurchase Rights and subsequent cancellation of Shares by the Company, 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.

[xiv] These amounts are determined 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 assume 100 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer and no exercise of Repurchase Rights and subsequent cancellation of Shares by the Company.

[xv] 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.). Elmwood holds a warrant to subscribe for membership interests in CSA I, 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 Elmwood upon exercise of this warrant would represent 90 per cent. of the total membership interests of CSA I, LLC immediately following the exercise of such warrant.

[xvi] 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.

[xvii] 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.

Dennis M. Smith[xviii]	4,177,680	1,442,425	17.9%	3.4%
Edward V. Yang[xix]	2,846,970	967,171	12.2%	2.3%
Jon A. Burgman	46,666	16,666	0.2%	0.0%
Stephen E. Stonefield	93,333	33,333	0.4%	0.0%
Daniel M. Perlman[xx]	—	2,551,613	—	6.1%
Harris Koffer[xxi]	—	—	—	—
Daniel Raynor[xxii]	—	5,766,605	—	13.7%
James Macdonald[xxiii]	—	3,454,128	—	8.2%

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.

3.2 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 Existing Warrants as at the date of this document and as they are expected to be immediately following Re-admission, are as follows:[xxiv]

	Number of Existing Warrants Held		**Approximate Percentage of Issued Existing Warrants**	
Name	**As at the date of this document**	**Immediately following Re-admission**	**As at the date of this document**	**Immediately following Re-admission**
CSA II, LLC[xxv]	856,891	—	2.3%	0%

3.3 Save as disclosed in paragraphs 3.1 and 3.2 above, none of the Directors or Proposed Directors has any interest in the share capital of the Company or its subsidiaries nor does any person connected with the Directors or Proposed Directors (within the meaning of section 346 of the Act) have any such interest, whether beneficial or non-beneficial.

3.4 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 be, interested, directly or indirectly, in three per cent. or more of the issued share capital of the Company are as follows:

[xviii] 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 (2,715,492 Shares) by virtue of his ownership interests in each of those entities.

[xix] 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 (1,462,188 Shares) by virtue of his ownership interests in each of those entities.

[xx] 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

[xxi] 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.

[xxii] 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 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.

[xxiii] 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.

[xxiv] These amounts have been calculated on the basis that 100 per cent. of the Existing Warrants are exchanged for Shares under the tender offer. If only 95 per cent. of the Existing Warrants were to be exchanged, then the maximum number of Existing Warrants any single party could own or which could remain outstanding immediately after Readmission is 1,866,667 Existing Warrants representing 100 per cent. of the Existing Warrants

[xxv] CSA II, LLC has indicated to the Company that it will tender all of its Existing Warrants for exchange under the tender offer.

Name	Number of Shares Held: As at the date of this document	Number of Shares Held: Immediately following Re-admission	Approximate Percentage of Issued Shares: As at the date of this document	Approximate Percentage of Issued Shares: Immediately following Re-admission[xxvi]
Cost Nominees Limited	1,548,333	1,548,333	6.6%	3.7%
Highline Capital	975,900	975,900	4.2%	2.3%
LBPB Nominees	1,070,334	1,070,334	5.0%	2.5%
Lehman Brothers International	1,166,667	1,166,667	4.6%	2.8%
Morstan Nominees Limited	2,373,334	2,373,334	10.2%	5.7%
NCB Trust Limited	1,570,124	1,570,124	6.7%	3.7%
Och-Ziff Capital Management	3,232,334	3,232,334	13.9%	7.7%
Scopia	809,876	809,876	3.5%	1.9%
Third Point	1,000,000	1,000,000	4.3%	2.4%
Total	**13,746,902**	**13,746,902**	**58.9%**	32.7%

3.5 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 be, interested, directly or indirectly, in three per cent. or more of the Existing Warrants are as follows: [xxvii]

Name	Number of Existing Warrants Held: As at the date of this document	Number of Existing Warrants Held: Immediately following Re-admission	Approximate Percentage of Issued Existing Warrants: As at the date of this document	Approximate Percentage of Issued Existing Warrants: Immediately following Re-admission
Highline Capital	1,951,800	—	5.2%	0.0%
Jefferies International	1,774,834	—	4.8%	0.0%
LBPB Nominees	2,333,334	—	6.3%	0.0%
Lehman Brothers	1,663,234	—	4.5%	0.0%
Morstan Nominees Limited	5,611,168	—	15.0%	0.0%
NCB Trust Limited	2,332,100	—	6.3%	0.0%
Och-Ziff Capital Management	6,464,668	—	17.3%	0.0%
Scopia	1,194,500	—	3.2%	0.0%
Third Point Management Co. LLC	2,000,000	—	5.4%	0.0%
Total	**25,325,638**	—	**67.8%**	0.0%

3.6 Save as disclosed in paragraphs 3.4 and 3.5, the Company is not aware of any person who, immediately following Re-admission, 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.

3.7 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.

[xxvi] Assuming 100 per cent. of the Existing Warrants are exchanged for Shares pursuant to the tender offer, no exercise of Repurchase Rights and subsequent cancellation of Shares by the Company, 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.

[xxvii] These amounts have been calculated on the basis that 100 per cent. of the Existing Warrants are exchanged for Shares under the tender offer. If only 95 per cent. of the Existing Warrants were to be exchanged, then the maximum number of Existing Warrants any single party could own or which could remain outstanding immediately after Readmission is 1,866,667 Existing Warrants representing 100 per cent. of the Existing Warrants

4. Material Contracts

The following summary of the Acquisition Agreement restates the key terms of the Acquisition Agreement as amended and is meant to replace, in its entirety, the summary of the Acquisition Agreement included as paragraph 10.1 of Part VIII of the Original Re-admission Document.

4.1 *Acquisition Agreement*

The Company, Acquisition Sub, RPS, the Selling Securityholders and the Securityholders Committee entered into an Agreement and Plan of Merger on 26 April 2007 and amended such Agreement and Plan of Merger pursuant to the First Amendment to Agreement and Plan of Merger executed on 5 June 2007 and the Second Amendment to Agreement and Plan of Merger executed on 6 July 2007 (as amended, the "Acquisition Agreement"). Under the Acquisition Agreement, the Company has agreed to acquire all of the outstanding capital stock of RPS through the merger of Acquisition Sub with and into RPS with RPS being the surviving corporation (the "**Merger**") followed by the merger of the surviving corporation of the Merger with and into ReSearch Pharmaceutical Services, LLC, a wholly-owned subsidiary of the Company, all upon the terms and subject to the conditions set forth in the Acquisition Agreement and in accordance with the relevant provisions of applicable law.

At the effective time of the Merger (the "**Effective Time**"), by virtue of the Merger and without any action on the part of the Company, RPS, Acquisition Sub or any other person:

- Each share of RPS common stock issued and outstanding immediately prior to the Effective Time (other than any shares for which a Selling Securityholder has demanded payment of the fair value thereof pursuant to the PABCL ("**Dissenting Shares**")) will be cancelled and converted into the right to receive (i) $1.801 in cash and (ii) 1.4056375 Exchange Shares (the "**Per Share Merger Consideration**").
- Each share of RPS common stock acquired pursuant to the exercise of an option after the execution of the Acquisition Agreement but prior to completion of the Acquisition that is issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares) will be canceled and converted into the right to receive $8.00 in cash.
- Each warrant to purchase shares of RPS common stock issued and outstanding immediately prior to the Effective Time will be canceled and converted into the right to receive for each share of RPS common stock for which such warrant is exercisable (i) $1.801 in cash less the applicable exercise price payable for such share of RPS common stock under such warrant and (ii) 1.4056375 Exchange Shares.
- Each share of RPS preferred stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares) will be canceled and converted into the right to receive (i) the Per Share Merger Consideration plus (ii) a cash payment equal to the amount of any accrued but unpaid dividends thereon.
- Each option to purchase RPS common stock issued and outstanding immediately prior to the Effective Time will be terminated and converted into an option (a "Company Option") exercisable for that number of whole shares of Company common stock equal to the product of the number of shares (rounded down to the nearest whole number of shares, with no cash being payable for any fractional share) of RPS common stock that were issuable upon exercise of such option immediately prior to the Effective Time multiplied by 1.8140442. The per share exercise price for the Company Option will be equal to the quotient (rounded up to the nearest whole cent) obtained by dividing the exercise price per share of RPS common stock at which such option was exercisable immediately prior to the Effective Time by 1.8140442.
- Each share of RPS capital stock held by the Company or Acquisition Sub, if any, or held in the treasury of RPS, immediately prior to the Effective Time will be canceled without any conversion thereof.

The Acquisition Agreement contains representations and warranties of RPS, the Selling Securityholders and the Company and Acquisition Sub customary for transactions of this type. The representations and warranties of each of the parties survive the completion of the Acquisition for a period of six months, provided that certain representations and warranties specified in the Acquisition Agreement survive for a period of two years and violations or alleged violations of representations and warranties made on the basis of RPS or the Selling Securityholders indemnifying the Company survive until the claim is settled, subject to certain notice provisions.

Under the Acquisition Agreement, each of the Company and RPS has agreed not to, directly or indirectly, (i) solicit, initiate, facilitate or encourage (including by way of furnishing or disclosing information with respect to the Company or RPS) the making of any Acquisition Proposal (as defined in the Acquisition Agreement), (ii) participate in, continue or resume any discussions or negotiations relating to any Acquisition Proposal or (iii) enter into any letter of intent, agreement in principle or other agreement related to any Acquisition Proposal or approve or recommend, or publicly propose to approve or recommend, any Acquisition Proposal.

During the period from 26 April 2007 to the earlier of the termination of the Acquisition Agreement or the Effective Time, each of RPS and the Company has agreed to conduct its operations in the ordinary and usual course of business consistent with past practice and has agreed not to take certain actions specified in the Acquisition Agreement, in each case subject to certain exceptions or unless otherwise consented to by the other party.

The respective obligations of each party to effect the Merger and the other transactions contemplated by the Acquisition Agreement are subject to certain conditions, including approval by Shareholders of the Acquisition Approval Resolution and the Combined Resolution, Re-admission having become effective, all material governmental approvals having been obtained and the exchange of at least 95 per cent. of the Existing Warrants (or 35,466,670 Existing Warrants) for additional Shares pursuant to the tender offer. The obligations of the Company and Acquisition Sub to effect the Merger and the other transactions contemplated by the Acquisition Agreement are also subject to certain additional customary conditions as well as RPS having at least $2,000,000 of working capital at the closing. The obligations of RPS to effect the Merger and the other transactions contemplated by the Acquisition Agreement are also subject to certain additional customary conditions as well as the Company having cash at least equal in amount to the Target Closing Cash, holders of not more than 40 per cent. (or 7,466,667) of the IPO Shares exercising their Repurchase Rights, the Sunrise Option Tender having been completed and the Sunrise Lock-In Agreement having been executed. Unless otherwise prohibited by law, the conditions to closing can be waived by the Company, RPS and the Securityholders Committee, provided that RPS and the Securityholders Committee may waive the Repurchase Rights condition only to the extent that holders of not more than 60 per cent. (or 11,200,000), in the aggregate, of the outstanding IPO Shares exercise their Repurchase Rights in respect of the Acquisition Approval Resolution and the Waiver Resolution.

The Acquisition Agreement may be terminated at any time prior to the Effective Time (i) by mutual written consent of the Company and RPS, (ii) by either the Company or RPS if the Merger has not been consummated prior to 6 August, 2007, (iii) by either the Company or RPS if any governmental authority shall have issued a final and nonappealable order, decree or ruling permanently enjoining or prohibiting the transactions contemplated by the Acquisition Agreement, (iv) by RPS if Shareholder approval of the Acquisition Approval Resolution and the Combined Resolution shall not have been obtained at the Special Meeting, (v) by the Company if a material adverse effect has occurred with respect to RPS or in the event of a breach by RPS or any Selling Securityholder of its representations, warranties, covenants or agreements under the Acquisition Agreement, subject to certain cure periods, or (vi) by RPS if a material adverse effect has occurred with respect to the Company or in the event of a breach by the Company or Acquisition Sub of its representations, warranties, covenants or agreements under the Acquisition Agreement, subject to certain cure periods.

Under the Acquisition Agreement, RPS (prior to the Effective Time) and the Selling Securityholders (after the Effective Time), severally on a pro rata basis but not jointly (as applicable, the "**RPS Indemnitors**"), have agreed to indemnify the Company and its affiliates (including the surviving corporation of the Merger) and their respective directors, officers, employees, stockholders, representatives and agents (collectively, the "**Company Indemnitees**") and hold each of the Company Indemnitees harmless against any and all losses resulting from the breach of any representation, warranty, covenant or agreement made by RPS in the Acquisition Agreement or pursuant thereto. In addition, each Selling Securityholder has agreed, severally on a pro rata basis but not jointly, to indemnify the Company Indemnitees and hold each of the Company Indemnitees harmless against any and all losses resulting from the breach of any representation, warranty, covenant or agreement made by such Selling Securityholder in the Acquisition Agreement or pursuant thereto. The Company and Acquisition Sub (the "**Company Indemnitors**") have agreed to indemnify each of the Selling Securityholders and their respective directors, officers, employees, stockholders, representatives and agents (collectively, the "**RPS Indemnitees**") and hold each of the RPS Indemnitees harmless against any and all losses resulting from (i) the breach of any representation, warranty, covenant or agreement made by the Company in the Acquisition Agreement or pursuant thereto or (ii) any untrue statement of a material fact contained in any document filed or published by the Company with the AIM or the London Stock Exchange prior to the completion of the Merger or any omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, that the Company Indemnitors will have no obligation to indemnify any Target Indemnitee to the extent any such losses are attributable to statements or information supplied by RPS concerning RPS or its financial condition or operations for inclusion or incorporation by reference in certain sections of this document.

Under the Acquisition Agreement, absent fraud or intentional misrepresentation, the aggregate amount of indemnifiable losses for which the RPS Indemnitors will be liable with respect to breaches of the representations and warranties made by RPS in the Acquisition Agreement or pursuant thereto will not exceed $5,000,000 (the "**Cap**"); provided, that the RPS Indemnitors will not be liable for such losses unless such losses exceed a $20,000 minimum value per claim (the "**Threshold**") and until the aggregate amount of all such losses meeting the Threshold exceeds $500,000, in which event the Company Indemnitees will be entitled to recover such losses to the extent in excess of $500,000 but not exceeding the Cap. The Acquisition Agreement does not provide for any limitations on the obligation of each Selling Securityholder to indemnify the Company Indemnitees in respect of any and all losses resulting from the breach of any representation, warranty, covenant or agreement made by such Selling Securityholder in the Acquisition Agreement or pursuant thereto.

The Acquisition Agreement provides that the RPS Indemnitors and the Company Indemnitors will be entitled to pay or reimburse the Company Indemnitees or the RPS Indemnitees, as applicable, for losses in the form of Shares valued at the average of the closing sale price of Shares as quoted on the AIM for the ten consecutive trading days ending the trading day that is three trading days preceding the day the indemnification claim is paid. The Acquisition Agreement further provides that, at the closing, the Company will deduct from the portion of the consideration payable under the Merger to each Selling Securityholder (other than a holder of an RPS option that exercises such option for RPS common stock after the execution of the Acquisition Agreement but prior to completion of the Acquisition) (i) cash in the aggregate amount of $250,000 (the "**Cash Deposit**") and (ii) 1,500,000 Shares (the "**Stock Deposit**").

The Cash Deposit will be held by the Securityholders Committee for a period of two years following the completion of the Acquisition and will serve as the initial source for effecting the payment and discharge of liabilities shared among the Selling Securityholders under the Acquisition Agreement, other than those required to be satisfied out of the Stock Deposit. The Stock Deposit will be held in escrow pursuant to the terms of an escrow agreement and will be the sole and exclusive source for the payment and satisfaction of, and the sole recourse of the Company Indemnitees with respect to, any obligations of the RPS Indemnitors to the Company Indemnitees for losses resulting from breaches of the representations and warranties made by RPS in the Acquisition Agreement or pursuant thereto. The maximum aggregate value of the Shares that may be released from the Stock Deposit to Company Indemnitees in satisfaction of such losses will not exceed the Cap (the value of each Share being determined as described above). If and when there are no remaining Shares held in the Stock Deposit, Company Indemnitees will have no further recourse against any RPS Indemnitors with respect to breaches of the representations and warranties made by RPS in the Acquisition Agreement or pursuant thereto. The limitations of the Stock Deposit do not apply to losses resulting from the breach of any representation, warranty, covenant or agreement made by a Selling Securityholder in the Acquisition Agreement or pursuant thereto. The Stock Deposit will terminate on the earliest to occur of (i) the second anniversary of the completion of the Acquisition, (ii) the date as of which the aggregate value of the Shares released from the Stock Deposit to Company Indemnitees in satisfaction of indemnifiable losses equals the Cap, or (iii) the date as of which there are no Shares remaining in the Stock Deposit.

5. Consents

5.1 *Arbuthnot*

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.

6. General

6.1 The total cost (including fees and commissions) of the Acquisition and Re-admission is expected to be no more than $6.05 million (excluding any amounts in respect of VAT). These expenses are payable by the Company.

6.2 It is expected that definitive certificates in respect of the Exchange Shares, bearing the new name of the Company, will be available upon request within 7 business days of Re-admission.

6.3 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.

6.4 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.

6.5 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.

6 July 2007

DEFINITIONS

"Acquisition Agreement"	the conditional agreement and plan of merger among the Company, Acquisition Sub, RPS, the Selling Securityholders and Daniel M. Perlman and Daniel Raynor as the Securityholders Committee dated 26 April 2007, as amended, relating to the Acquisition, further details of which are set out in Part VIII of the Original Re-admission Document
"Documents"	this document and the Original Re-admission Document
"Exchange Securities"	Exchange Shares
"Enlarged Board"	the directors of the Company upon and immediately following Re-admission, being the Continuing Directors and the Proposed Directors
"Enlarged Group"	the Company and its subsidiary undertakings following the Acquisition
"Enlarged Issued Share Capital"	the Shares issued and outstanding immediately following Re-admission
"Exchange"	the issue of the Exchange Shares as partial consideration for the Acquisition
"Exchange Act"	the U.S. Securities Exchange Act of 1934, as amended
"Exchange Act Registration Statement"	a registration statement on Form 10 filed with the SEC
"Exchange Shares"	the new Shares of the Company to be issued to the Selling Securityholders as partial consideration for the Acquisition
"Founding Shares"	the 4,666,667 Shares outstanding immediately prior to the Initial Public Offering
"New Special Meeting"	the special general meeting of Shareholders to be held on 3 August 2007
"Original Re-admission Document"	the document dated 5 June 2007 posted to Shareholders in conjunction with the Acquisition and Re-admission
"Sunrise Lock-In Agreement"	the lock-in deed relating to Common Shares of the Company among the Company, Arbuthnot and Sunrise providing for a lock-in period with respect to the Sunrise Shares of two years following Re-admission
"Sunrise Option"	the option (exercisable in whole or in part) to be held by Sunrise upon completion of the Sunrise Option Tender to purchase up to a total of 560,000 Units, exercisable upon completion of the Acquisition
"Sunrise Shares"	the 168,000 Shares to be issued by the Company to Sunrise in connection with the Sunrise Option Tender
"Unit"	one Share and two Existing Warrants

CROSS SHORE ACQUISITION CORPORATION
222 West Adams Street, Suite 1000
Chicago, Illinois 60606, U.S.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON 3 AUGUST 2007

TO THE SHAREHOLDERS OF CROSS SHORE ACQUISITION CORPORATION:

NOTICE IS HEREBY GIVEN that a Special Meeting of Shareholders, including any adjournments or postponements thereof, of Cross Shore Acquisition Corporation, a Delaware corporation, will be held at 10 am Central Daylight Time on 3 August 2007, at the offices of McDermott Will & Emery LLP, 227 West Monroe Street, Chicago, Illinois 60606, U.S., for the purpose of voting upon the following Special Meeting Resolutions:

- a resolution approving:
    - the Acquisition;
    - the release of the sum in the Trust Fund to fund the cash portion of the purchase price for the Acquisition, to make any repurchases of Existing Shares to the extent Shareholders exercise their Repurchase Rights and for working capital purposes of the Enlarged Group; and
    - the issue of 15.76 million Exchange Shares to Selling Securityholders in partial consideration for the Acquisition (collectively, the "**Acquisition Approval Resolution**");
- a resolution approving:
    - an amendment to the Company's Certificate of Incorporation to change the name of the Company to ReSearch Pharmaceutical Services, Inc. upon completion of the Acquisition (the "**Change of Name Resolution**");
- a resolution approving:
    - an amendment to the Company's Certificate of Incorporation to increase the permitted size of the Board from five (5) to eleven (11) members and to elect Daniel M. Perlman and Harris Koffer to the class of directors having a three-year term, to elect Daniel Raynor to the class of directors having a two-year term and to elect James R. Macdonald to the class of directors having a one-year term, to fill four (4) of the new director positions created thereby (the "**Board Size Resolution**" and, together with the Change of Name Resolution, the "**Charter Documents Resolutions**");
- a resolution approving:
    - an amendment to the Company's Certificate of Incorporation to increase the number of authorized Shares from 74,800,000 to 150,000,000;
    - an amendment to the Company's Certificate of Incorporation and By-laws to provide that members of the Board may only be removed for cause; and
    - the employment agreements between the Company and each of Daniel M. Perlman, Harris Koffer and Steven Bell and the service agreements between the Company and each of Dennis M. Smith and Edward V. Yang to be effective upon completion of the Acquisition (collectively, the "**Combined Resolution**");
- a resolution waiving the requirement that the Company obtain a determination from an investment bank of the value of the Exchange Shares to be issued to the Selling Securityholders (the "**Waiver Resolution**").

Further details about the Special Meeting Resolutions are set out in Part I of the Original Re-admission Document and the document accompanying this notice.

The Board has fixed the close of business on 18 July 2007 as the date for the determination of which Shareholders are entitled to receive notice of, and to vote at, the Special Meeting. Only the holders of record of Shares on that date are entitled to have their votes counted at the Special Meeting.

The Company will not transact any other business at the Special Meeting, except for business properly brought before the Special Meeting, or any adjournment or postponement thereof, by the Board.

Your vote is important. Please sign, date and return your Proxy Card as soon as possible to make sure that your Shares are represented at the Special Meeting. **If you are a Shareholder of record, you may also cast your vote in person at the Special Meeting. If your Shares are held in an account at a brokerage firm or bank, you must instruct your broker or bank on how to vote your Shares.**

The Board unanimously recommends that you vote "FOR" the Special Meeting Resolutions.

By Order of the Board of Directors,
Edward V. Yang
Chairman of the Board
6 July 2007