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If you have sold or otherwise transferred all your shares in Dunedin Enterprise Investment Trust PLC, please forward this document together with the accompanying Form of Proxy as quickly as possible to the purchaser or transferee or to the stockbroker, bank manager or other agent through whom the sale or transfer was made for transmission to the purchaser or transferee.

Persons receiving this document should note that, in connection with the Proposals, JPMorgan Cazenove, which is authorised and regulated in the UK by the Financial Services Authority, is acting for Dunedin Enterprise Investment Trust PLC and for no one else and will not be responsible to any other person other than Dunedin Enterprise Investment Trust PLC for providing the protections afforded to customers of JPMorgan Cazenove or for giving advice in connection with the Proposals or any other matter referred to in this document.

DUNEDIN ENTERPRISE INVESTMENT TRUST PLC

(Incorporated and registered in Scotland with registered number SC052844)

RECOMMENDED PROPOSALS REGARDING THE COMPANY'S INVESTMENT POLICY AND NEW MANAGEMENT FEE AND INCENTIVE ARRANGEMENTS

Notice of a General Meeting of the Company to be held on Tuesday 13 May 2008 at 12.30 p.m. (or immediately following the Annual General Meeting of the Company) at The Merchants' Hall, 22 Hanover Street, Edinburgh EH2 2EP is set out on page 20 of this document.

A yellow Form of Proxy is enclosed for use by registered Shareholders. To be valid, this should be completed and returned, in accordance with the instructions printed thereon, to our registrars, Equiniti, Aspect House, Spencer Road, Lancing, West Sussex BN99 6ZR so as to arrive not later than 12.30 p.m. on Sunday 11 May 2008. Shareholders who hold their Shares in uncertificated form (that is, in CREST) and wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST manual. To be valid, the relevant instruction(s) should settle no later than 12.30 p.m. on 11 May 2008.

A blue Form of Direction is also enclosed for use by those who hold Shares through the Aberdeen Investment Trust Share Plan, Investment Plan for Children, ISA and PEP. To be valid, these should be completed and returned, in accordance with the instructions printed thereon, to our registrars Equiniti, Aspect House, Spencer Road, Lancing, West Sussex BN99 6ZR so as to arrive not later than 12.30 p.m. on Thursday 8 May 2008.

Shareholders and Plan Participants are requested to complete and return their Forms of Proxy and/or Forms of Direction.

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EXPECTED TIMETABLE

Latest time for receipt of Forms of Direction from Plan Participants for General Meeting	12.30 p.m. on 8 May 2008
Latest time for receipt of Forms of Proxy for General Meeting	12.30 p.m. on 11 May 2008
General Meeting	12.30 p.m. (or immediately following the conclusion of the AGM of the Company) on 13 May 2008
Proposed Effective Date for Proposals	As soon as practical following the General Meeting and not later than 1 June 2008

PART 1

Letter from the Chairman

DUNEDIN ENTERPRISE INVESTMENT TRUST PLC

*(Incorporated and registered as a public company with limited liability in Scotland with registered number SC052844)
(An investment company under Section 266 of the Companies Act 1985)*

Directors

Edward Dawnay (*Chairman*)
Liz Airey
Brian Finlayson
David Gamble
Willie Haughey
Simon Miller
Bruce Patrick

Registered Office:

10 George Street
Edinburgh
EH2 2DW

9 April 2008

Dear Shareholder/Plan Participant

1. Summary of Proposals

This document sets out details of the Proposals by the Company to:

- adopt an amended investment policy; and
- adopt new management fee and incentive arrangements.

In summary, the Proposals will involve an increase over time in the overall proportion of private equity investments which are held through third party managed funds specialising predominantly in small and medium sized buyouts in Europe. As part of the Proposals, the current level of management fees will be reduced and new profit sharing arrangements will be entered into between the Company and the Executives of Dunedin, its investment manager. In addition, the notice period of the existing Dunedin Enterprise Management Agreement will be reduced after an initial period of 2 years.

The purpose of this document is to provide you with further details of the Proposals which are conditional upon approval of Shareholders at a General Meeting. The Proposals are inter-related. The Notice convening the General Meeting is set out at the end of this document.

The Board unanimously recommends that you vote in favour of both of the Resolutions set out in the Notice.

2. Introduction

Dunedin Enterprise Investment Trust PLC ("Dunedin Enterprise" or "the Company") has been investing in unquoted companies throughout the 34 years of its existence, the last 20 of which as a company listed on the London Stock Exchange. Over this time the strategy has proven to be highly successful. In the last 20 years its assets have grown from approximately £26 million to approximately £160 million (as at 31 December 2007).

Throughout those 20 years, the investment strategy of the Company has continued to evolve in line with developments in the wider market for unquoted investments and as the venture capital and private equity industry has matured. At all times during that period the Board has sought to develop the investment strategy of the Company to continue to deliver long term capital growth to shareholders.

Since 2000, the Company has increased its concentration on smaller and medium size buyouts based in the UK through increasing its commitments to the buyout funds managed by the Manager, Dunedin Capital Partners Limited ("Dunedin" or "the Manager"). At the same time, the Company has made commitments to funds managed by private equity groups other than Dunedin and in 2007 the Company gained exposure to unquoted investments outside the UK by purchasing shares in listed private equity companies in Europe.

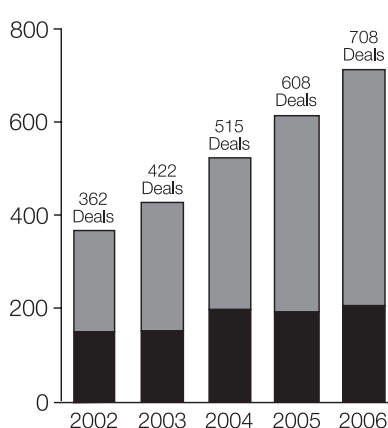
The Company's investments were categorised as follows at 31 December 2007:

<i>Type of Investment</i>	<i>Value (£m)</i>	<i>Proportion of net assets</i>
Direct investments	40.7	25 per cent.
Dunedin managed funds	21.4	13 per cent.
Third party managed funds	9.4	6 per cent.
Listed private equity	33.1	21 per cent.
Cash	55.4	35 per cent.
Debtors/creditors	(0.1)	0 per cent.
Total	159.9	

The Company intends to continue investing in the above investment categories but to increase the proportion of investments made in Europe, predominately through commitments to funds managed by third party private equity managers. The reasoning behind the proposed evolution of the investment strategy is outlined below.

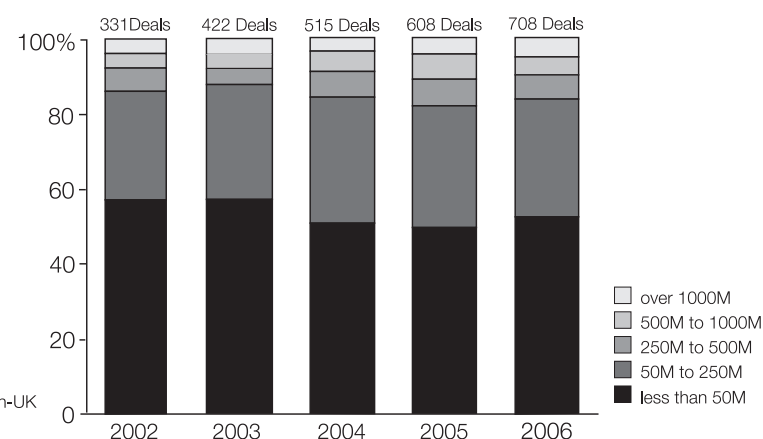
The Board, aware that the broader European private equity market has been growing rapidly in recent years, believes that the Company's growth can be enhanced by accessing this market and in particular by accessing the market for small and medium sized buyouts similar in nature to those successfully undertaken by Dunedin in the UK. The charts below depict both the growth in transaction volumes across Europe and the dominance within the overall market of transactions valued at the deal size that has traditionally been the focus of the Company.

Transaction Volume



% ex UK 59.1% 64.2% 61.9% 68.4% 71.3%

Transaction Value



Sub £250 Mas % of Total 85.9% 87.9% 84.9% 82.1% 84.0%

Source: Initiative Europe

The Board believes that the most appropriate way to implement this strategy to increase the Company's access to a wider pool of investment opportunities is for the Company to make commitments to, and direct Co-investments alongside, funds managed by leading local private equity managers across Europe which invest in small and medium sized buyouts. The consequence of the new investment policy will be a greater focus on private equity managers based in Europe which specialise in investing in smaller buyouts, the area of Dunedin's specific expertise in the UK.

Implementing this strategy will, in the opinion of the Board, give the Company access to attractive investment opportunities in the European private equity market and also differentiate the strategy of the Company from that adopted by those private equity investment trusts which also invest in large and mega buyout funds.

The Board believes that this strategy will, over time, utilise the current cash balance built up by Dunedin Enterprise through successful investment disposals and will ultimately move the Company to a modestly geared position. Financial gearing as a result of this strategy will not exceed 40 per cent. of the Company's gross asset value.

3. The Proposals

The Company's overall investment objective will remain unchanged, that is to achieve substantial long term growth in Shareholder assets through capital gains from its investments.

The Proposal under consideration would mean that a higher proportion of the Company's assets will be invested outside the UK through third party funds not managed by Dunedin.

The Company has stated previously that as a result of private equity transactions being more commonly structured with yield being rolled up and paid when the investment in the underlying company is sold, the trend towards a lower dividend paid to Shareholders will be gradual but inevitable. Implementing the Proposals will reinforce this trend.

Conditional upon approval of Shareholders at the General Meeting, the investment policy of the Company will be as follows.

Investment Policy

The Company's investment objective will be achieved by investing in a portfolio of unquoted companies either directly, via private equity funds or via quoted private equity companies. Investments will be structured to deliver capital growth for the Company.

The mix of investments by the Company among each of these principal investment categories will vary from time to time. It is expected that, in the medium to long term, the allocation of direct investment and investment into quoted private equity companies as a proportion of the total portfolio will decrease as indirect investment through private equity funds increases. The Board, in conjunction with the Manager, has discretion as to asset allocation and can at any time determine that up to 100 per cent. of the Company's assets may be invested in any particular investment category.

In implementing the revised investment policy Dunedin Enterprise will seek to diversify its current portfolio of investments principally by making commitments to private equity funds managed by leading private equity fund managers across Europe. Commitments will be predominantly to buyout funds specialising in small and medium sized buyouts in Europe.

The European buyout funds to which the Company will seek to make commitments will be managed by experienced private equity fund managers. The funds will normally be structured as limited partnerships similar to the Dunedin Buyout Funds, and have a life of between 10 and 15 years. Such funds typically make investments over a five year period and realise these investments over a further five years. Given the timings of the various cashflows the net amounts of cash drawn down by each partnership is expected to be significantly less than the total commitment.

The Company will also make a small number of Co-investments principally alongside the private equity funds in Europe to which it makes a commitment. Co-investment activity is anticipated to be a smaller part of the overall programme albeit one that offers the Company the prospect of enhanced returns.

The Board believes that implementing the proposed programme will allow the Company, over time, to utilise the cash balances built up as a result of the successful exits of previous investments. The nature of fund structures typically with five year investment periods means that the Company can undertake a modest level of 'over-commitment' in its investment strategy. The Proposals would mean a maximum 'over-commitment' position of less than 50 per cent. of Net Asset Value. This 'over-commitment' strategy is more conservative than strategies adopted by other private equity investment trusts investing in private equity funds. The aim of this 'over-commitment' strategy is to increase further the returns made on investments made by the Company.

In addition to the above, Dunedin Enterprise will retain the ability to continue a policy of investing in European listed private equity companies and to make substantial commitments to funds managed by Dunedin.

The Manager actively monitors the Company's portfolio of investments and attempts to mitigate risk primarily through diversification. By investing in a diversified portfolio of private equity funds, the Company will be exposed to numerous underlying investments in individual companies. As these investments will most likely be denominated in currencies other than Sterling, the Board will seek to ensure that the Manager manages any currency risk appropriately and the Board will be responsible for setting the Company's hedging policy. Not more than 15 per cent. of Net Asset Value, at the date of investment, will be invested in any single investment. For the avoidance of doubt, if the Company invests into a limited partnership fund, this limitation shall be applied individually to each of the underlying companies invested into by that fund.

In common with most investment companies, the Company may borrow to finance further investment. Although the Company is permitted by its Articles of Association to borrow an amount equal to the amount paid up on the issued share capital and the total amounts standing to the credit of the capital and revenue reserves of the Company, financial gearing will not exceed 40 per cent. of gross asset value. The Company currently has a borrowing facility of £39 million.

New Management Fee and Incentive Arrangements

To reflect the revised investment policy, the Board has concluded that changes should be made to the fee and incentive arrangements with the Manager to bring them into line with terms and conditions that prevail in the marketplace.

Due to the nature of the proposed revision to the investment policy of the Company, the Board has taken advice from the independent remuneration consultants MM&K as to the appropriateness of the proposed fee and incentive arrangements with the Manager. MM&K has researched the management fee and incentive arrangements of other private equity investment trusts with an investment policy similar to that outlined in these proposals in confirming the appropriateness of the proposed arrangements.

Dunedin Enterprise currently holds assets in five broad categories. These are:

- (1) direct investments in individual companies;
- (2) investments in limited partnership funds managed by Dunedin;
- (3) investments in limited partnership funds not managed by Dunedin;
- (4) investments in listed private equity companies; and
- (5) cash.

Currently the Manager is remunerated through an annual management fee of 2 per cent. of the total gross assets of the Company. This fee is paid quarterly in advance. Where the Company has invested in other investment vehicles controlled by Dunedin there is a fee offset mechanism in place. The Manager also benefits from a Co-investment scheme on certain investments whereby Executives can invest up to 7.5 per cent. of the equity on a deal by deal basis.

The proposed changes to the investment policy would see the introduction of two new investment classes within the overall assets of the Company, namely a limited partnership which will make commitments predominantly to European buyout funds (the **Fund of Funds Limited Partnership**) and a limited partnership which will make Co-investments (the **Co-investment Limited Partnership**) principally alongside funds where Dunedin Enterprise is, or is seeking to become, an investor.

The proposed arrangements would see differing fees charged on the various asset pools within the Company. These fees would, as before, be paid quarterly in advance. The new proposals for the annual management fee are shown in the table below.

Dunedin Enterprise Revised Annual Management Fees

<i>Vehicle</i>	<i>Fee</i>
Fund of Funds Limited Partnership	1.5 per cent. on the value of investments plus 0.5 per cent. on undrawn commitments to third party funds
Co-investment Limited Partnership	1.5 per cent. on the value of investments
Direct investments in individual companies	1.5 per cent. on the value of investments
Dunedin Managed Funds	Same fees as paid by third party investors in such Funds
Third party managed funds	1.5 per cent. on value of investments
Listed private equity funds	1.5 per cent. on value of investments
Cash	0.5 per cent. on cash balances not committed to funds through the Fund of Funds Limited Partnership

These new proposals reflect the fact that Dunedin will be actively seeking out and making commitments to leading private equity funds across Europe. A management fee of 0.5 per cent. will be payable on undrawn commitments to third party funds to reflect the work carried out to identify, appraise and gain access to suitable funds. The revised arrangements will mean that management fees paid to the Manager, as a percentage of gross assets, will reduce in the future.

Given that this proposal represents a material change in the structure of the fee arrangements and to support the Manager in recruiting a team with the appropriate experience to implement this revised investment policy, the Board feels it fair and reasonable to allow the Manager a two year transition period where the existing fee basis will remain in place. This period matches the length of the notice period in the current contract held by Dunedin to manage the Company. The Manager is confident that it will be able to attract a team with the requisite skills and experience.

Furthermore, to align the interests of the Manager with the Shareholders, in line with current market practice, the executives of the Manager (the "Executives") will be entitled to a share of the profits on the performance of the assets held within the Fund of Funds Limited Partnership and the Co-investment Limited Partnership.

In respect of the Fund of Funds Limited Partnership, it will be structured as a series of annual Sub-Funds, each of which will have a one year Commitment Period (other than the first Sub-Fund which will have a Commitment Period expiring on 31 December 2008). The value of the investments of each Sub-Fund will be calculated after three years from the end of the Commitment Period and then annually thereafter. The Executives will be entitled to a carried interest, i.e. a share of profits, equal to 10 per cent. of the growth in the value of the investments of the Sub-Fund provided that the growth is above a hurdle set at the amount of outstanding loan commitments made by the Company to the Fund of Funds Limited Partnership) in respect of the Relevant Sub-Fund plus interest at 8 per cent. per annum (compounded quarterly) on such amounts, and provided that the value of the investments of the Sub-Fund is above a 'high watermark' set as the highest previous value of the investments of the Sub-Fund. The carried interest profit share earned will be paid into an escrow account and may only be released once, and then only to the extent that, the value of the escrow account exceeds 10 per cent. of the amount of any outstanding exposure that Dunedin Enterprise has to the Sub-Fund. Finally, a 'clawback' mechanism will be in place within each Sub-Fund to seek to ensure that no more than 10 per cent. of the profits of each Sub-Fund are distributed by way of the carried interest profit share to the Executives.

As regards the Co-investment Partnership, the Executives will be entitled to a carried interest profit share of 10 per cent. of the realised profits of each Co-investment made by the Co-investment Limited Partnership so long as the profits from each Co-investment exceed a hurdle of 8 per cent. per annum compounded quarterly on the capital invested. In addition, the Executives will co-invest 1 per cent. of the Company's commitment alongside the Company in each investment made by the Co-investment Limited Partnership.

4. General Meeting

Notice convening a General Meeting of the Company to be held at The Merchants' Hall, 22 Hanover Street, Edinburgh EH2 2EP on 13 May 2008 at 12.30 p.m. (or immediately following the Annual General Meeting) is set out on page 20 of this Circular. The Resolutions will be proposed at the General Meeting to approve the Proposals.

5. Related Party

The proposed new management fee and incentive arrangements involve the Company and Dunedin. Under the UKLA Listing Rules, an investment manager is deemed to be a related party of the investment company it manages and, accordingly, Dunedin is a related party of the Company. The consequence of this is that the proposed new management fee and incentive arrangements are required to be approved by Shareholders. Furthermore, the Board must receive advice from an independent adviser that the proposed arrangements are fair and reasonable as far as the Shareholders are concerned.

The necessary ordinary resolution to approve the new management fee and incentive arrangements is set out in the Notice of General Meeting on page 20 of this document and the fair and reasonable confirmation to the Board is set out in paragraph 8 on page 8 of this document.

No member of the Dunedin Group is a shareholder in the Company and, therefore, Dunedin (as the related party) has no right to vote at the General Meeting.

One of the directors of the Company, Simon Miller, is a director of, and shareholder in, the holding company of Dunedin. Mr Miller has not taken part in the Board's consideration of the Proposals and will abstain from voting at the General Meeting in respect of his shareholding in the Company.

6. Risk Factors

Shareholders' attention is drawn to paragraph 6 of part 3 of this document where the additional, material risks associated with investing in the Company as a result of implementing the new investment policy are summarised.

7. Action to be taken

In order to vote on the Resolutions, Shareholders are requested to complete the accompanying yellow Form of Proxy or, if Shares are held through the Aberdeen Investment Trust Share Plan, Investment Plan for Children, ISA or PEP, the accompanying blue Form of Direction. Shareholders who hold their shares in uncertified form (that is CREST) should not complete a Form of Proxy but should appoint a proxy or proxies electronically through CREST.

Shareholders are requested to complete and return the yellow Form of Proxy in accordance with the instructions printed thereon to the Company's Registrars, Equiniti, Aspect House, Spencer Road, Lancing, West Sussex BN99 6ZR, so as to be received as soon as possible and in any event not later than 12.30 p.m. on 11 May 2008. Shareholders are requested to complete and return a yellow Form of Proxy whether or not they wish to attend the General Meeting. Shareholders who hold their shares in uncertified form should arrange to send an instruction so as to settle by not later than 12.30 p.m. on 11 May 2008.

Blue Forms of Direction are enclosed for use by individuals who hold their Shares through the Plan. To be valid, blue Forms of Direction must be completed and returned in accordance with the instructions printed thereon so as to be received by Equiniti, Aspect House, Spencer Road, Lancing, West Sussex BN99 6ZR as soon as possible but in any event not later than 12.30 p.m. on 8 May 2008.

8. Recommendation

The Board, which has been so advised by JPMorgan Cazenove, considers the terms of the new management fee and incentive arrangements to be fair and reasonable so far as the Shareholders are concerned. In providing its financial advice, JPMorgan Cazenove has taken into account the Independent Directors' commercial assessment of the Proposals.

The Board considers that passing the Resolutions is in the best interests of Shareholders as a whole and unanimously recommends that Shareholders vote in favour of the Resolutions to be proposed at the General Meeting, as the Independent Directors intend to do in respect of their own beneficial holdings over which they have voting control, being 64,919 Shares (representing 0.215 per cent. of the issued share capital of the Company) as at 7 April 2008 (the latest practicable date before the date of this document).

Yours faithfully

Edward Dawnay
Chairman

PART 2

SUMMARY OF THE LIMITED PARTNERSHIP AGREEMENTS AND INVESTMENT MANAGEMENT AGREEMENTS

A. LIMITED PARTNERSHIP AGREEMENTS

1. Fund of Funds Limited Partnership

- 1.1 An agreement will be entered into between Dunedin (Funds GP) Limited (the **General Partner**) (an associate of the Manager) and Dunedin Founder Partners FoF L.P. (the **Fund of Funds Founder Partner**) (whose members are the Executives and parties connected to the Executives) constituting the Fund of Funds Limited Partnership. Subject to Shareholder approval, the Company will become a party to the Fund of Funds Limited Partnership Agreement as a limited partner and an investor. The Fund of Funds Limited Partnership will be registered as a limited partnership in Scotland and the Company, as a limited partner, will not participate in its management. All management duties will be the responsibility of the General Partner or of the Manager pursuant to the Fund of Funds Management Agreement referred to in paragraph B1 below.
- 1.2 The Fund of Funds Limited Partnership will comprise a series of annual Sub-Funds (the **Sub-Funds**). The first Sub-Fund will commence on the date the Company is admitted as a limited partner to the Fund of Funds Limited Partnership and each subsequent Sub-Fund shall commence on the day following the date on which the Commitment Period of the immediately preceding Sub-Fund ends.
- 1.3 Under the terms of the Fund of Funds Limited Partnership Agreement:
 - 1.3.1 **Commitment:** The Company will initially commit £100 million during the Commitment Period of the first two Sub-Funds and will, in its discretion, commit further amounts to subsequent Sub-Funds. The Company's Commitment to the Fund of Funds Limited Partnership will be reduced by an amount equal to the Company's commitment made to fund investments through the Co-investment Limited Partnership.
 - 1.3.2 **Allocation of Commitments to Sub-Funds:** The Company's Commitment to the first two Sub-Funds shall be an aggregate amount of up to £100 million and its Commitment to each subsequent Sub-Fund shall be such amount as agreed by the Company and the Manager but in no circumstances shall the aggregate amount committed for investment to the Sub-Funds exceed the aggregate amount of the Company's Commitments to the Fund of Funds Limited Partnership.
 - 1.3.3 **Management Fees and Operating Expenses:** In addition to the Company's obligation to make a commitment to the Fund of Funds Limited Partnership as described above, the Company shall advance such amounts to the Fund of Funds Limited Partnership from time to time to enable the Fund of Funds Limited Partnership to pay the management fees as described in B1 below and pay its operating expenses.
 - 1.3.4 **Commitment Period:** Commitments will generally cease to be available for draw-down in the relevant Sub-Fund 12 months following the commencement of that Sub-Fund (**Commitment Period**) (provided that the first Sub-Fund's Commitment Period shall be from the Effective Date to 31 December 2008) except that Commitments can be drawn down after the end of the Commitment Period to the extent necessary to pay expenses and liabilities of the relevant Sub-Fund and to continue to advance commitments and meet its obligations and liabilities to third party funds which the relevant Sub-Fund committed to during its Commitment Period.
 - 1.3.5 **Term:** The Fund of Funds Limited Partnership (including all the Sub-Funds) will terminate fifteen years from the Effective Date, but it may be extended for two additional one year periods with the consent of the Company.
 - 1.3.6 **Fund of Funds Founder Partner Share:** The Fund of Funds Founder Partner will be entitled to a carried interest profit share equal to 10 per cent. of an amount equal to the Value Uplift of each Sub-Fund at the end of each Relevant Period, provided that the Valuation of the relevant Sub-Fund at the end of each Relevant Period exceeds (i) the High Watermark; and (ii) the Hurdle determined at the end of the Relevant Period.

High Watermark means the highest previous value of the investments of the relevant Sub-Fund.

Hurdle means the aggregate of (a) the total amount drawn down from the Company for the relevant Sub-Fund, plus (b) such amounts advanced by the Company to the Fund of Funds Limited Partnership in respect of management fees and operating expenses, less (c) aggregate distributions made to the Company from the relevant Sub-Fund, together with an amount equal to 8 per cent. per annum, compounded quarterly, on such aggregate amounts.

Relevant Period means the period starting on 1 January in each year and ending on 31 December of the same year, provided that the initial Relevant Period for each Sub-Fund shall be a period ending on 31 December 36 months following the date of termination of the relevant Sub-Fund's Commitment Period.

Value Uplift means the value of the investments of the relevant Sub-Fund at the end of the Relevant Period less:

- (a) the value of the relevant Sub-Fund at the beginning of the Relevant Period, provided that in regard to the first Sub-Fund the value at the beginning of the Relevant Period will be zero, and
- (b) amounts drawdown from the Company in the Relevant Period; plus

distributions made to the Company from the relevant Sub-Fund during the Relevant Period.

Valuation means the value of the investments of the relevant Sub-Fund plus the value of cumulative cash distributed to the Company from the relevant Sub-Fund.

- 1.3.7 Removal of General Partner: The appointment of the General Partner as general partner of the Fund of Funds Limited Partnership will be terminated, unless the Company elects otherwise, in the event that the Dunedin Enterprise Management Agreement is terminated provided that the same notice period shall apply to the General Partner as is applicable in the Dunedin Enterprise Management Agreement. As a result of terminating the appointment of the General Partner, the Manager's appointment as manager of the Fund of Funds Limited Partnership will also terminate.

The Company may remove the office of the General Partner and as a result the appointment of the Manager at any time (without compensation for termination of its office) if:

- (a) such termination is as a result of the General Partner's or Manager's reckless disregard of its obligations and duties as general partner or manager of the Fund of Funds Limited Partnership, their negligence (causing a material adverse economic effect on the Fund of Funds Limited Partnership or the Company), fraud, wilful misconduct or bad faith in relation to the Fund of Funds Limited Partnership or unremedied material breach of the Fund of Funds Limited Partnership Agreement, or
- (b) the Company summarily terminates the Dunedin Enterprise Management Agreement as referred to in paragraph C of this Part 2.

- 1.3.8 Keyman Provisions: there are keyman provisions under which, if certain named executives leave in specific circumstances and are not replaced with the approval of the Company, there is a suspension of the Manager's ability to make new investments.

2. Co-investment Limited Partnership

- 2.1 An agreement will be entered into between the General Partner and Dunedin Founder Partners Co-investment L.P. (the **Co-investment Founder Partner**) constituting the Co-investment Limited Partnership. Subject to Shareholder approval, the Company will become a party to the Co-investment Limited Partnership as a limited partner and an investor. The Co-investment Limited Partnership will be registered as a limited partnership in Scotland and the Company, as a limited partner, will not participate in its management. All management duties will be the responsibility of the General Partner or the Manager pursuant to the Co-investment Management Agreement referred to in paragraph B2 below.

- 2.2 Under the terms of the Co-investment Limited Partnership Agreement:

- 2.2.1 Commitment by the Company: The Company will invest an amount equal to no more than £15 million or such larger amount as the Company may determine in its discretion, but such amount will not exceed 15 per cent. of the aggregate commitments to the Limited Partnerships.

- 2.2.2 Management Fees and Operating Expenses: In addition to the Company's obligation to make a commitment to the Co-investment Limited Partnership as described above, the Company shall advance such amounts to the Co-investment Limited Partnership from time to time to enable the Co-investment Limited Partnership to pay the management fees as described in B2 below and to pay its operating expenses.
- 2.2.3 Commitment by Co-investment Founder Partner: The Co-investment Founder Partner will invest an amount in the Co-investment Limited Partnership alongside the Company equal to 1 per cent. of the aggregate commitment of the Company and the Co-investment Founder Partner from time to time;
- 2.2.4 Commitment Period: Commitments will generally be available for draw-down from the date of the Company's admission to the Co-investment Limited Partnership on the Effective Date until 31 December following the tenth anniversary of the Effective Date (**Commitment Period**).
- 2.2.5 Term: The Co-investment Limited Partnership will terminate fifteen years from the Effective Date, but it may be extended for two additional one year periods with the consent of the Co-investment Founder Partner and the Company (the **Investors**).
- 2.2.6 Fees and Abort Costs: The Manager shall be entitled to retain all transaction fees, investment related fees and underwriting fees relating to Co-investments provided that an amount equal to 50 per cent. of such fees received by the Manager is set off against the management fee referred to in paragraph 2.3 of part B of this part 2 of this document. Abort Costs will be shared equally between the Co-investment Limited Partnership and the Manager.
- 2.2.7 Co-investment Founder Partner Share: The Co-investment Founder Partner will be entitled to a carried interest profit share equal to 10 per cent. of the Co-investment Limited Partnership's profits on each Investment. The carried interest on each Investment will not be due until the Investors have been returned their outstanding Loan Commitments attributable to the acquisition cost of that relevant Investment and have received distributions equal to a Preferred Return of 8 per cent. per annum compounded quarterly calculated on the outstanding Loan Commitments attributable to the acquisition cost of that Investment and any amounts drawn down in respect of fees and operating expenses.
- 2.3 In addition, the Co-investment Limited Partnership Agreement contains similar provisions to those summarised in respect of the Fund of Funds Limited Partnership at paragraphs A1.3.7 and A1.3.8 above.

B INVESTMENT MANAGEMENT AGREEMENTS FOR THE LIMITED PARTNERSHIPS

1. Fund of Funds Management Agreement

- 1.1 An agreement (the **Fund of Funds Management Agreement**) will be entered into between the Fund of Funds Limited Partnership and the Manager under which the Manager will manage the Fund of Funds Limited Partnership. In particular, the Manager will be responsible for identifying suitable investment opportunities.
- 1.2 The Manager shall be entitled to receive an annual management fee payable by the Fund of Funds Limited Partnership quarterly in advance equal to the aggregate of:
 - 1.2.1 1.5 per cent. of the value of the investments made by the Fund of Funds Limited Partnership; and
 - 1.2.2 0.5 per cent. of commitments made to third party funds by the Fund of Funds Limited Partnership which have not been contributed to the third party funds.
- 1.3 The Fund of Funds Management Agreement may be terminated, *inter alia*, upon the removal of the General Partner as the general partner of the Fund of Funds Limited Partnership.
- 1.4 The Fund of Funds Management Agreement contains provisions for the indemnification by the Fund of Funds Limited Partnership of the Manager against claims by third parties in connection with its services under the Fund of Funds Management Agreement except to the extent that the claims result from the negligence, wilful misconduct or fraud of the Manager or any material breach of the Fund of Funds Management Agreement or any regulatory provision binding upon the Manager.

2. Co-investment Management Agreement

- 2.1 An agreement (the **Co-investment Management Agreement**) will be entered into between the Co-investment Limited Partnership and the Manager under which the Manager will manage the Co-investment Limited Partnership. In particular, the Manager will be responsible for identifying suitable Co-investment opportunities.
- 2.2 The terms of the Co-investment Management Agreement are broadly similar to the Fund of Funds Management Agreement save in respect of management fees which are detailed in paragraph 2.3 below.
- 2.3 The Manager shall be entitled to an annual management fee payable quarterly in advance equal to the aggregate of 1.5 per cent. of the value of the investments made by the Co-investment Limited Partnership attributable to the Company.

C INVESTMENT MANAGEMENT AGREEMENT FOR DUNEDIN ENTERPRISE

1. An investment management agreement (the **Dunedin Enterprise Management Agreement**) will be entered into between the Company and Dunedin under which the parties agree to amend and substitute the Company's investment management agreement dated 6 March 2002 to reflect the fact that responsibility for the management of investments held through the Fund of Funds Limited Partnership and the Co-investment Limited Partnership is to be vested in Dunedin under the Limited Partnership Management Agreements referred to in paragraph 2 above.
2. Under the Dunedin Enterprise Management Agreement, the management fees payable by the Company to Dunedin shall:
 - 2.1 for a period of two years from the date of commencement, be an amount equal to 2 per cent. of the gross assets of the Company less commitments to or the value of any investments in any investment funds managed or advised by Dunedin including, without limitation:
 - 2.1.1 the Fund of Funds Limited Partnership;
 - 2.1.2 the Co-investment Limited Partnership; and
 - 2.1.3 any Dunedin Managed Fund.
 - 2.2 thereafter, be:
 - 2.2.1 1.5 per cent. of the value of any existing investments held directly by the Company and not through any investment funds managed or advised by Dunedin (including those listed in paragraph C2.1 above); and
 - 2.2.2 0.5 per cent. of cash (and other liquid assets) of the Company not already committed to funds through the Fund of Funds Limited Partnership.
 - 2.3 Should the Dunedin Enterprise Management Agreement be terminated, Dunedin Enterprise will continue to pay the same fees on funds managed by Dunedin as are paid by other third party investors.
 - 2.4 If any investment fund managed or advised by Dunedin ceases to be so managed or advised by Dunedin, during such time as the Dunedin Enterprise Management Agreement remains in force, fees will be payable by the Company on its investment in such fund on the same basis as an investment in a third party managed fund.
3. For a period of two years after the Effective Date, the Dunedin Enterprise Management Agreement is terminable by either the Company or the Manager giving two years' prior written notice to the other party. Thereafter, the Dunedin Enterprise Management Agreement is terminable by either party giving 18 months' prior written notice. The Dunedin Enterprise Management Agreement may be summarily terminated if the Manager has gone into liquidation, administration or receivership or has committed a material breach of the Dunedin Enterprise Management Agreement (which it fails to rectify within 30 days of being notified to do so).
4. Save as described above, the terms of the Dunedin Enterprise Management Agreement are, in all material respects, the same as the agreement it succeeds.

PART 3

ADDITIONAL INFORMATION

1. Directors' and Other Interests

- 1.1 The Directors named below (and persons connected with them) hold the following number of Ordinary Shares as at 7 April 2008 (the latest practicable date prior to publication of this document):

<i>Director</i>	<i>Number of Ordinary Shares</i>	<i>Date of appointment</i>	<i>Percentage of Issued Share Capital</i>
Edward Dawnay	9,702	27 January 1995	0.032
Liz Airey	10,000	1 January 2005	0.033
Brian Finlayson	69,918	1 January 2007	0.231
David Gamble	5,000	4 December 2001	0.017
Willie Haughey	11,000	1 January 2005	0.036
Simon Miller	3,000	18 March 1999	0.010
Bruce Patrick	2,800	1 October 2003	0.009

- 1.2 Save as disclosed in paragraph 1.3 below, none of the Directors is or has been interested in any transaction with the Company which was or is unusual in its nature or conditions or significant to the Company which was effected by the Company since incorporation and remains in any respect outstanding or unperformed.
- 1.3 Simon Miller is a director of, and shareholder in, the holding company of the Manager. As such, he is interested in the contracts between the Company and Dunedin.

2. Major Shareholders

As at 7 April 2008 (the latest practicable date prior to the publication of this document) the only persons known to the Company who, directly or indirectly are interested in 3 per cent. or more of the Company's existing issued share capital (being interests in the Company's capital which are notifiable under the Financial Services and Markets Act 2000) are as follows:

<i>Name of Shareholder</i>	<i>No of Shares held</i>	<i>Percentage of Issued Share Capital</i>
HSBC Global Custody/Nominee/UK Limited	7,125,862	23.59
Puddle Dock Nominees Limited	6,009,981	19.90
Chase Nominees Limited	1,540,800	5.10
Vidacos Nominees Limited	1,242,553	4.11
State Street Nominees Limited	1,157,201	3.83
BNY (OCS) Nominees Limited	1,137,293	3.77

3. No Significant Change

There has been no significant change in the financial or trading position of the Company since 31 December 2007, the date to which the latest audited financial statements of the Company have been published.

4. Related Party Transactions

No related party transactions have been entered into by the Company within the period commencing two years immediately prior to the date of this document.

5. Material Contracts

The Company is, or will as a result of the Proposals, become party to the following material contracts:

- 5.1 the Limited Partnership Agreements which are detailed in paragraph A of part 2 of this document;
- 5.2 the Limited Partnership Management Agreements which are detailed in paragraph B of part 2 of this document; and
- 5.3 the existing Investment Management Agreement and the proposed Dunedin Enterprise Management Agreement which are detailed in paragraph C of part 2 of this document.

6. Risk Factors Associated with the New Investment Policy

Risk Associated with Expansion of Geographic Scope of Investments

The Company's new investment policy would be to invest predominantly in buyout funds in Europe, exposing investors to a range of potential economic, political and legal risks, which could have an adverse effect on the Company. These may include, but are not limited to, declines in economic growth, higher rates of inflation, deflation, adverse fluctuations in currency exchange rates, currency revaluation and exchange controls, nationalisation, expropriation, imposition of taxes imposed by taxing authorities outside the Shareholder's own domicile, confiscatory taxation, adverse regulation, less liquid markets, less available current information about an issue, higher transaction costs, less government supervision of exchanges, brokers and issuers, difficulty in enforcing contractual obligations, less stringent requirements relating to fiduciary duties, fewer investor protections, greater price volatility, governmental restrictions, negative diplomatic developments, social or political instability, military conflicts and terrorist attacks.

Private equity markets in countries where the Company's direct or underlying investments may be made may be significantly less developed than the private equity market in the Shareholder's own domicile. Certain investments may be subject to extensive regulation by national governments and/or political subdivisions thereof, which could prevent the Company (or funds or vehicles in which it invests) from making investments they otherwise would make, or cause it to incur substantial additional costs or delays that they otherwise would not suffer. Such countries may have different regulatory standards with respect to insider trading rules, restrictions on market manipulation, shareholder proxy requirements and/or disclosure of information. In addition, the laws of various countries governing business organisations, bankruptcy and insolvency may make legal action difficult and provide little, if any, legal protection for investors, including the Company (or the funds or vehicles in which it invests). Any such laws or regulations may change unpredictably, based on political, economic, social and/or market developments.

Currency Risk

The Company's investments may be made (and the Company may incur indebtedness) in a number of different currencies, and the companies or funds in which the Company invests may themselves be exposed to currency risk. Among the factors that may affect currency values are trade balances, levels of short-term interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation, and political developments.

Any returns on, and the value of such investments may, therefore, be materially affected by these factors and by exchange rate fluctuations, local exchange control, limited liquidity of the relevant foreign exchange markets, the convertibility of the currencies in question and/or other factors. Accordingly, an increase in the value of the currencies in which the Company's investments are denominated against Sterling may adversely affect Net Asset Value. In addition, the Company will incur costs in connection with conversion between various currencies, which will reduce its net income and accordingly reduce the Company's ability to pay dividends. The Company and Manager will manage any currency risk appropriately and ensure that a suitable hedging policy is in place.

Risks Associated with Fund Investments

Fund investments (or those in similar investment vehicles) entail a number of risks over and above those relating to investments in private equity generally.

The Company will generally have no right to participate in the management, control or operation of the private equity funds (or similar investment vehicles) in which it invests, and will not have the sole authority to remove the manager of any such investment. In making commitments to private equity, the Company will undertake obligations to provide capital for investments that have not been specified at the time of its commitment, and which it typically will not be able to evaluate or review in detail.

As a result, when making fund or similar investments, the Company will depend on the information regarding the general partners or managers of such funds (or similar investment vehicles) that is available as of the relevant transaction date, which information may be limited and not verifiable. The past performance of such general partners or managers cannot be relied upon as an indicator of their future performance or success.

General partners of private equity funds in which the Company invests will typically have the power, amongst other things, to terminate the Company's interest in a fund (or similar investment vehicles) if the Company fails to satisfy any capital call by that fund or vehicle, or force withdrawal from a fund if the continued participation of the Company in each fund would have a material adverse effect on such fund (or similar investment vehicles) or

its assets. If other investors in one of the Company's fund (or similar investment vehicles) investments default on their capital calls, or if their participation in such a fund or vehicle results in adverse taxation or regulation, the value of the Company's investment could be adversely affected.

Risks Associated with Over-Commitments

The Company is following an over-commitment approach when making investments in the Limited Partnerships in order to maximise the amount of its capital that is invested at any given time. When an over-commitment approach is followed, it is possible that the aggregate amount of capital committed by the Company to private equity funds will exceed the aggregate amount of cash that the Company has available for immediate investment. In planning the Company's commitments, the Manager will take into account expected cash flows to and from the Company and may use borrowings to meet drawdown requests. While the Company has in place a debt facility for sterling value of up to £39 million, it may require to arrange further borrowings, subject to the agreed limits on gearing. There can be no guarantee that such borrowings can be arranged on acceptable terms. Alternatively, depending on the circumstances, the Company may need to dispose of investments (at potentially unfavourable prices or at times when the holding of the investments would be more advantageous) in order to fund capital calls that are made by the Limited Partnerships or any other funds to which it has made commitments. In addition, under such circumstances, legal, practical, contractual and other restrictions may limit the flexibility that the Manager has in selecting investments for disposal.

7. Taxation

The information below only relates to United Kingdom taxation. It is based on existing law and practice and is therefore subject to any subsequent changes.

The Directors intend to continue to conduct the affairs of the Company so that it will satisfy the conditions for approval as an investment trust laid down in Section 842 of the Income and Corporation Taxes Act 1988 and to apply annually to HM Revenue & Customs for such approval which is granted retrospectively. Under current legislation, the Company will be exempt from UK tax on capital gains realised during each accounting period for which such approval is obtained. The Directors have been advised that implementation of the Proposals should not prejudice the ability of the Company to obtain approval as an investment trust.

The Limited Partnerships should be treated as partnerships under UK tax law and will therefore not constitute a separate entity for UK direct tax purposes. The Limited Partnerships' income will be treated as arising directly to the Company and partners in the amounts allocated to them in the agreement constituting the Limited Partnerships. For the purpose of UK tax on chargeable gains, the Company will be treated as owning a proportion of the underlying assets of the Limited Partnerships, rather than an interest in the Limited Partnerships.

8. Responsibility for Information

The Directors, whose names appear on page 3, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors, 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.

9. Litigation

In the twelve month period ending on the date of this document, there have been no governmental, legal or arbitration proceedings (and the Company is not aware of any such proceedings which are pending or threatened) which may have or have had a significant effect on the Company's financial position or profitability.

10. Miscellaneous

JPMorgan Cazenove, MM&K and Dunedin have each given and not withdrawn their written consent to the issue of this document with the inclusion of their name and references to them in the form and context in which they appear.

11. Documents Available for Inspection

Copies of the following documents will be available for inspection at the registered office of the Company and at the offices of JPMorgan Cazenove at 20 Moorgate, London EC2R 6DA during normal business hours on any weekday (Saturdays and public holidays excepted) until at least 15 minutes prior to the commencement of the General Meeting;

- (i) the Memorandum and Articles of Association of the Company;

- (ii) the Investment Management Agreement;
- (iii) the Dunedin Enterprise Management Agreement;
- (iv) the Limited Partnership Agreements;
- (v) the Limited Partnership Management Agreements;
- (vi) the consent letters referred to in paragraph 10 above; and
- (vii) this document.

DEFINITIONS

In this document the following definitions shall apply, unless the context otherwise requires:

“Abort Costs”	All costs and disbursements incurred by the Co-investment Limited Partnership, Manager or General Partner in connection with investment proposals which do not proceed to completion
“Annual General Meeting” or “AGM”	the annual general meeting of the Company convened for 12 noon on 13 May 2008
“Board” or “Directors”	the board of directors of the Company
“Co-investment Founder Partner”	Dunedin Founder Partners Co-investment L.P., a limited partner in the Co-investment Limited Partnership
“Co-investment Limited Partnership Agreement”	the amended and restated limited partnership agreement which, subject to the passing of the Resolutions, shall be entered into to govern the Co-investment Limited Partnership
“Co-investment Limited Partnership”	Dunedin Co-investment Fund L.P., a partnership to be established by the General Partner and the Co-investment Founder Partner
“Co-investment Management Agreement”	the proposed management agreement between the Co-investment Limited Partnership and the Manager
“Commitment Period”	shall where used in relation to the Co-investment Limited Partnership have the meaning set out in paragraph A 2.2.4 of part 2 of this document and where used in relation to the Fund of Funds Limited Partnership, shall have the meaning set out in paragraph A 1.3.4 of part 2 of this document
“Commitment”	the amount(s) to be invested by the Company in the Limited Partnerships as set out in paragraphs A 1.3.1 and A 2.2.1 of part 2 of this document
“Company” or “Dunedin Enterprise”	Dunedin Enterprise Investment Trust PLC
“CREST”	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear UK & Ireland is the operator (as defined in the CREST Regulations)
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (S.I. 2001 No 3755)
“Dunedin” or the “Manager”	Dunedin Capital Partners Limited
“Dunedin Buyout Funds” or “Dunedin Managed Funds”	Dunedin Buyout Fund L.P., Dunedin Buyout Fund II L.P., and Equity Harvest Fund L.P.
“Dunedin Enterprise Management Agreement”	the amended investment management agreement proposed to be entered into between the Company and the Manager on the Effective Date full details of which are set out in part 2 of this document
“Effective Date”	the date upon which the Directors and the Manager agree to commence implementation of the Proposals by the entering into of the Fund of Funds Limited Partnership Agreement and the Co-investment Fund Limited Partnership Agreement, expected to be as soon as possible after the General Meeting and not later than 1 June 2008
“Europe”	all members of the European Union plus Norway and Switzerland
“Executives”	executives of the Manager
“Form of Direction”	the blue form of direction issued by the Company for use by Plan Participants in connection with the General Meeting
“Form of Proxy”	the yellow form of proxy issued by the Company for use by Shareholders in connection with the General Meeting
“Fund of Funds Founder Partner”	Dunedin Founder Partners FoF L.P., a limited partner in the Fund of Funds Limited Partnership

“Fund of Funds Limited Partnership Agreement”	the amended and restated limited partnership agreement which, subject to the passing of the Resolutions, shall be entered into to govern the Fund of Funds Limited Partnership
“Fund of Funds Limited Partnership”	Dunedin Fund of Funds L.P., a limited partnership to be established by the General Partner and the Fund of Funds Founder Partner
“Fund of Funds Management Agreement”	the proposed management agreement between Fund of Funds Limited Partnership and the Manager
“General Meeting”	a general meeting of the Company to be held at The Merchants’ Hall, 22 Hanover Street, Edinburgh EH2 2EP on Tuesday 13 May 2008 at 12.30 p.m. (or immediately following conclusion of the AGM) (or any adjournment thereof), notice of which is set out at the end of this document
“General Partner”	Dunedin (Funds GP) Limited
“Independent Directors”	the Directors other than Simon Miller who is associated with the Manager
“Investment Management Agreement”	the investment management agreement between the Company and the Manager dated 6 March 2002
“JP Morgan Cazenove”	JP Morgan Cazenove Limited
“Limited Partnership Agreements”	the proposed limited partnership agreements in respect of the Limited Partnerships details of which are set out in part 2A of this document
“Limited Partnership Management Agreements”	the Fund of Funds Management Agreement and the Co-investment Management Agreement
“Limited Partnerships”	the Fund of Funds Limited Partnership and the Co-investment Limited Partnership
“London Stock Exchange”	London Stock Exchange plc
“MM&K”	MM&K Limited
“Net Asset Value”	the net asset value of the assets of the Company
“Notice”	the notice of the General Meeting convened to obtain Shareholder approval for the Proposals set out on page 20 of this Circular
“Plan Participants”	the investors in the Company who hold Shares through the Plan
“Plan”	the Aberdeen Investment Trust Share Plan, Investment Plan for Children, ISA and PEP
“Proposals”	the proposals described in this document to adopt an amended investment policy and adopt new management fee and incentive and arrangements with Dunedin
“Registrar”	Equiniti Limited
“Resolutions”	the resolutions approving the Proposals as set out fully in the Notice
“Shareholders”	the holders of Shares either directly held or indirectly held by Plan Participants
“Shares”	ordinary shares of 25p each in the capital of the Company
“Sub-Fund”	a Sub-Fund of the Fund of Funds Limited Partnership
“uncertificated form”	recorded on the Company’s register of Shareholders as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
“UK”	United Kingdom
“UKLA Listing Rules”	the rules of the UK Listing Authority

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a General Meeting of the shareholders of Dunedin Enterprise Investment Trust PLC (the **Company**) will be held at The Merchants' Hall, 22 Hanover Street, Edinburgh EH2 2EP on Tuesday 13 May 2008 at 12.30 p.m. (or immediately following the Annual General Meeting of the Company) (or any adjournment thereof) to consider and, if thought fit, to pass the following ordinary resolutions:

ORDINARY RESOLUTIONS

1. THAT, subject to and conditional upon the passing of ordinary resolution 2 set out in this Notice, the amended investment policy, as described in the Circular to Shareholders dated 9 April 2008 (the **Circular**), be adopted as the investment policy of the Company.
2. THAT, subject to and conditional upon the passing of ordinary resolution 1 set out in this Notice, the management fee payable by the Company to Dunedin Capital Partners Limited (**Dunedin**) be revised and the incentive arrangements with Dunedin and the executives of Dunedin be revised and implemented in the manner fully described in the Circular, and that the directors of the Company be authorised to enter into such arrangements, take such steps and execute such deeds and documents as they may consider necessary or desirable in connection with the foregoing.

By order of the Board
Dunedin Capital Partners Limited
Secretary

Registered Office:
10 George Street
Edinburgh
EH2 2DW

Edinburgh, 9 April 2008

Notes:

1. **THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt as to the action to be taken, you should seek personal financial advice from your independent financial advisor authorised under the Financial Services and Markets Act 2000 if you are resident in the United Kingdom or, if not, from another appropriate independent financial advisor.
2. If you have sold or otherwise transferred all your shares in Dunedin Enterprise Investment Trust PLC, please forward this document, together with the yellow Form of Proxy enclosed, at once to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. If you have sold or otherwise transferred only part of your holding of shares, you should retain these documents.
3. A member entitled to attend and vote at the General Meeting may appoint one or more proxies to attend and, on a poll, vote in his stead. A proxy need not be a member of the Company.
4. Proxy forms must be lodged not less than 48 hours before the meeting with the Company's registrars, Equiniti, Aspect House, Spencer Road, Lancing, West Sussex BN99 6ZR. Completion of the form of proxy does not preclude a member from attending the meeting and voting in person.
5. There are special arrangements for holders of shares through the Aberdeen Investment Trust Share Plan, Investment Plan for Children, ISA and PEP. These are explained in the blue "Form of Direction" which such holders will have received with this report.
6. Pursuant to regulations 41 of the Uncertificated Securities Regulations 2001, the Company has specified that to be entitled to attend and vote at the meeting (and for the purpose of determining the number of votes they may cast), members must be entered on the register of members at 6.00 p.m. on 11 May 2008. If the meeting is adjourned then, to be so entitled, members must be entered on the register of members 48 hours before the time fixed for the adjourned meeting, or, if the Company gives notice of the adjourned meeting, at any other time specified in that notice.
7. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
8. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with CRESTCo's specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the issuer's agent (ID 7RA01) by 12.30 p.m. on 11 May 2008. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Application Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
9. CREST members and, where applicable, their CREST sponsors, or voting service providers should note that CRESTCo does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
10. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.