



23 December 2009

HERITAGE OIL AMENDED NOTICE OF BONDHOLDER MEETING

Heritage Oil Plc ("Heritage" or the "Company")

On 9 December 2009, Heritage Oil Plc (LSE: HOIL), an independent upstream exploration and production company, announced that its wholly owned indirect subsidiary, Heritage Oil Corporation ("HOC"), intended, in accordance with the Paying and Conversion Agency Agreement dated 16 February 2007 between HOC and The Bank of New York Mellon (the "Agent"), as amended by a Deed of Amendment dated 31 March 2008 between HOC, the Agent and the Company (as so amended, the "Agency Agreement") and the terms of the U.S. \$165,000,000 8.00 per cent. Convertible Bonds 2012 issued by HOC issued thereunder (ISIN: XS0285398433) (the "Bonds"), to convene a meeting of the holders of the outstanding Bonds (the "Bondholders") to be held at the Company's offices, Fourth Floor, Windward House, La Route de la Liberation, St Helier JE2 3BQ, Jersey, Channel Islands at 10.00 a.m. GMT on 31 December 2009 (the "Bondholder Meeting"). A notice (the "Original Notice") was issued by HOC to Bondholders on 9 December 2009 to convene the Bondholder Meeting. Following discussions between the Company and certain of the Bondholders, HOC has agreed to revise the proposed modifications to the Terms and Conditions of the Bonds set out in the Original Notice and accordingly HOC has today issued an amendment notice to Bondholders (the "Amendment Notice") setting out the revised proposal to Bondholders and including a revised extraordinary resolution to be proposed to Bondholders. The Amendment Notice is set out below in full. The date, time and location of the Bondholder Meeting remain unchanged.

Introduction

The Company announced on 23 November 2009 that a wholly owned subsidiary had entered into a binding letter of intent with Eni S.p.A for the sale of the Company's entire interest in Blocks 1 and 3A in Uganda. The consideration comprises cash of US\$1.35 billion and a further contingent, deferred consideration of up to US\$150 million in cash or an interest in a mutually agreed producing field independently valued at a similar amount (the "Proposed Transaction"). The Company also announced that it is considering returning a portion of the disposal proceeds to shareholders through a special dividend following completion of the Proposed Transaction, which could be in the range of 75 pence to 100 pence per share. On 18 December 2009, the Company announced that it had entered into a binding, conditional sale and purchase agreement in respect of the Proposed Transaction.

Purpose of Bondholder Meeting

Under the Terms and Conditions of the Bonds, the Company is restricted from making or declaring a dividend payment on its Ordinary Shares or making any other distributions (whether of cash, securities, assets or other property) to its shareholders, or offering, purchasing, redeeming or otherwise acquiring for consideration any Ordinary Shares, in each case constituting on a consolidated basis more than 30 per cent. of its earnings for the immediately preceding financial year. As the Proposed Transaction is not expected to complete until some time during the first quarter of 2010, the Company would accordingly be restricted from making a dividend payment of a portion of the disposal proceeds until after the annual audited consolidated accounts for the financial year ended 31 December 2010 have been published. The extraordinary resolution, as revised pursuant to the Amendment Notice, to be proposed at the Bondholder Meeting (the “Resolution”) would remove this restriction so that the Company would be able to pay or make a dividend or other distribution during 2010, including in relation to any proceeds received from the Proposed Transaction, if it considers it appropriate.

In consideration for Bondholders agreeing to remove this restriction by deleting Condition 3(a) of the Terms and Conditions of the Bonds, the Company agrees to pay to those Bondholders who vote on the Resolution at the Bondholder Meeting, in accordance with the Terms and Conditions of the Bonds and the Agency Agreement, the sum of US\$2,000.00 per US\$100,000 of Bonds held by such Bondholders (the “Amendment Fee”), such sum to be paid conditional on and within 21 days of the passing of the Resolution.

Also as part of the Resolution, Bondholders are being asked to modify the Terms and Conditions of the Bonds to delete those provisions under which the conversion price would be adjusted should the Company make or pay any capital distribution. In place of such adjustment provisions, Bondholders will be asked to approve the inclusion in the Terms and Conditions of a new undertaking providing that, in the event that the Company pays or makes any dividend or capital distribution to its shareholders, the Company will pay or make to Bondholders holding Bonds at the record date for the relevant dividend or capital distribution the dividend or capital distribution they would be entitled to receive as if they had converted their Bonds into Ordinary Shares prior to such dividend or capital distribution at the conversion price prevailing at such record date provided that, in the case of any dividend or capital distribution paid or made other than in cash, the Company may elect instead to pay the Fair Market Value of such dividend or capital distribution. This part of the Resolution amends that set out in the Original Notice which asked Bondholders to waive any adjustment to the conversion price under the Terms and Conditions of the Bonds that could otherwise arise in connection with the declaration of any dividend on or before 30 June 2010 following completion of, and in connection with, the Proposed Transaction (or any transaction on substantially the same terms entered into with another party in respect of the same assets) in consideration for which the Company stated that it would, in the event that such dividend were declared, pay to Bondholders holding bonds at the dividend record date the dividend they would be entitled to receive as if they had converted their Bonds into Ordinary Shares according to the prevailing conversion price as at such record date.

If the Resolution is not passed at the Bondholder Meeting, or the Bondholder Meeting is adjourned due to lack of a quorum or for any other reason, the Company intends to change its accounting reference date to extend its financial year into 2010 in order that completion of the Proposed

Transaction (or any transaction on substantially the same terms entered into with another party in relation to the same assets) can be recognised in the current financial period, enabling a distribution to be made to shareholders in 2010, should the Company consider this appropriate. If the Bondholder Meeting is not quorate, HOC intends that it will be adjourned and a further notice published explaining when the Meeting will be reconvened; however, in this event, HOC intends that the Extraordinary Resolution would not be tabled at such adjourned Meeting. In such circumstances, the Company will not pay the Amendment Fee to Bondholders and Bondholders would not be entitled to participate in any dividend made by the Company, although, if applicable, the adjustment provision in the Terms and Conditions in respect of Capital Distributions would continue to apply.

The full text of the Amendment Notice is set out below:

“THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF BONDHOLDERS. IF BONDHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD CONSULT THEIR OWN STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT PROFESSIONAL ADVISERS IN THE UNITED KINGDOM OR IF NOT, SEEK ANOTHER APPROPRIATELY AUTHORISED INDEPENDENT FINANCIAL ADVISER IMMEDIATELY.

**HERITAGE OIL CORPORATION
(the “Company”)**

AMENDMENT TO NOTICE OF BONDHOLDER MEETING

The Company refers to the Notice of Bondholder Meeting dated 9 December 2009 (the “**Original Notice**”) issued by the Company by which a meeting of the holders (the “**Bondholders**”) of the US\$ 165,000,000 8.00 per cent. Convertible Bonds due 2012 issued by the Company (ISIN: XS0285398433) (the “**Bonds**”) was convened by the Company to be held at the offices of Heritage Oil, Fourth Floor, Windward House, La Route de la Liberation, St Helier JE2 3BQ, Jersey, Channel Islands on 31 December 2009 at 10.00 a.m. GMT (the “**Meeting**”), pursuant to the provisions of the Bonds and the Paying and Conversion Agency Agreement dated 16 February 2007 made between the Company and The Bank of New York Mellon (the “**Agent**”), as amended by a Deed of Amendment dated 31 March 2008 between the Company, the Agent and Heritage Oil Plc (“**Heritage Oil**”) (as so amended, the “**Agency Agreement**”) under which the Bonds were issued.

NOTICE IS HEREBY GIVEN that the following amended resolution will be proposed as an Extraordinary Resolution at the Meeting in accordance with the provisions of the Agency Agreement and the Bonds and will be considered and, if thought fit, passed at the Meeting in place of the resolution proposed in the Original Notice.

EXTRAORDINARY RESOLUTION

“THAT THIS MEETING (the “**Meeting**”) of the holders (the “**Bondholders**”) of the U.S.\$ 165,000,000 8.00 per cent. Convertible Bonds due 2012 issued by Heritage Oil Corporation (the “**Company**”) (the “**Bonds**”) constituted by a Paying and Conversion Agency Agreement dated 16 February 2007 made between the Company and The Bank of New York Mellon, as amended by a

Deed of Amendment dated 31 March 2008 between the Company, The Bank of New York Mellon and Heritage Oil Plc (as so amended, the “**Agency Agreement**”), HEREBY:

MODIFICATION

- (a) Assents to the modification and variation of the Conditions by the deletion in its entirety of Condition 3(a);
- (b) Assents to the reclassification of the current Conditions 3(b) and 3(c) to Conditions 3(a) and 3(b) respectively;
- (c) Assents to the modification and variation of the Conditions by the deletion in its entirety of Condition 6(b)(ii) and the replacement thereof with the following:

“Capital Distribution: If and whenever HOL shall pay or make any Dividend (as defined below) to the Shareholders, HOL shall make or pay to the holder of each Bond which is outstanding on the record date for such Dividend an amount or distribution (the “Pass-through Dividend) which is equal to the Dividend which would be received by the holder of a number of Common Shares equal to the number of Common Shares to which the holder of such Bond would have been entitled if it had exercised its Conversion Rights on the record date for the relevant Dividend, PROVIDED THAT, in the event that the relevant Dividend is paid or made otherwise than in cash, HOL may elect instead to pay the Fair Market Value of the Pass-through Dividend.

No adjustment to the Conversion Price will be made in respect of any Dividend paid or made by HOL.

For the purposes of the above, the Fair Market Value of a Dividend shall (subject as provided in paragraph (a) of the definition of “Dividend” below and in the definition of “Fair Market Value” below) be determined as at the date of the first public announcement of the relevant Dividend.

In making any such calculation, such adjustments (if any) shall be made as an Independent Financial Adviser considers appropriate to reflect any consolidation or subdivision of any Common Shares or the issue of Common Shares.

“Dividend” means any dividend or distribution (including a Spin-Off) whether of cash, securities, assets or other property, and whenever paid or made and however described (and for these purposes a distribution of assets includes without limitation an issue of Common Shares or other Securities) provided that:

- (a) where a cash Dividend is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the issue or delivery of Common Shares or other securities, property or assets, then for the purposes of this definition the Dividend in question shall be treated as a Dividend of the greater of (i) such cash Dividend and (ii) the Fair Market Value (on the date of the first public announcement of such Dividend or if later, the date on which the number of Common Shares (or amount of property, securities or assets, as the case may be) which may be issued or delivered is determined) of such Common Shares or other property, securities or assets;

- (b) a purchase or redemption of share capital of HOL by HOL or any Subsidiary Undertaking of HOL shall not constitute a Dividend unless, in the case of purchases of Common Shares by or on behalf of HOL or any of its Subsidiary Undertakings, the Volume Weighted Average Price per Common Share (before expenses) on any one day in respect of such purchases exceeds by more than 5 per cent. the Volume Weighted Average Price of a Common Share on the five immediately preceding dealing days either (1) on that day, or (2) where an announcement has been made of the intention to purchase Common Shares at some future date at a specified price, on the dealing day immediately preceding the date of such announcement and, if in the case of either (1) or (2), the relevant day is not a dealing day, the immediately preceding dealing day, in which case such purchase shall be deemed to constitute a Dividend to the extent that the aggregate price paid (before expenses) in respect of such Common Shares purchased by HOL or, as the case may be, any of its Subsidiary Undertakings exceeds the product of (i) 105 per cent. of the Volume Weighted Average Price of the Common Shares determined as aforesaid and (ii) the number of Common Shares so purchased; and
- (c) if HOL or any of its Subsidiary Undertakings shall purchase any receipts or certificates representing Common Shares, the provisions of paragraph (b) shall be applied in respect thereof in such manner and with such modifications (if any) as shall be determined in good faith by an Independent Financial Adviser.

“**Fair Market Value**” means, with respect to any property on any date, the fair market value of that property as determined in good faith by an Independent Financial Adviser provided that (i) the Fair Market Value of a cash Dividend paid or to be paid shall be the amount of such cash Dividend; (ii) the Fair Market Value of any other cash amount shall be the amount of such cash; (iii) where Spin-Off Securities, options, warrants or other rights are publicly traded in a market of adequate liquidity (as determined by an Independent Financial Adviser), the fair market value (a) of such Spin-Off Securities shall equal the arithmetic mean of the daily Volume Weighted Average Price of such Spin-Off Securities and (b) of such options, warrants or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants or other rights, in the case of both (a) and (b) during the period of five dealing days on the relevant market commencing on such date (or, if later, the first such dealing day such Spin-Off Securities, options, warrants or other rights are publicly traded); and (iv) in the case of (i) translated into the Relevant Currency (if declared or paid in a currency other than the Relevant Currency) at the rate of exchange used to determine the amount payable to Shareholders who were paid or are to be paid or are entitled to be paid the cash Dividend in the Relevant Currency; and in any other case, converted into the Relevant Currency (if expressed in a currency other than the Relevant Currency) at such rate of exchange as may be determined in good faith by an Independent Financial Adviser to be the Prevailing Rate of Exchange at the close of business on that date (or if no such rate is available on that date the equivalent rate on the immediately preceding date on which such a rate is available).

“**Spin-Off**” means:

- (a) a distribution of Spin-Off Securities by HOL to Shareholders as a class; or

- (b) any transfer of any property or assets (including cash or shares or securities of or in or issued or allotted by any entity) by any entity (other than HOL) to Shareholders as a class or, in the case of or in connection with a Newco Scheme, Existing Shareholders, as a class (but excluding the issue and allotment of shares by Newco to Existing Shareholders), pursuant in each case to any arrangements with HOL or any of its Subsidiary Undertakings.

“**Spin-Off Securities**” means equity shares of an entity other than HOL.”;

ADMINISTRATIVE MATTERS

- (d) Assents to the modification and variation of the Conditions through the deletion of the definition of “Capital Distribution” in Condition 4.
- (e) Authorises, directs, requests and empowers the Agent to concur in, and to execute and do, all such other deeds, instruments, acts and things and to take steps as may be necessary or desirable to carry out and give effect to the Extraordinary Resolution passed at this Meeting; and
- (f) Exonerates, discharges and holds harmless the Agent from all liability to the Bondholders and any other person in respect of any act or omission for which the Agent may have become responsible by reason of its acting in accordance with this Extraordinary Resolution or making any determination or exercising (or, as the case may be, not exercising) any power or right conferred pursuant to, or arising out of, this Extraordinary Resolution.

Except as otherwise defined, words and expressions used in this Extraordinary Resolution shall have the meanings given to them in the Agency Agreement.”

Further information concerning the Extraordinary Resolution, in particular in respect of Heritage Oil’s proposed arrangements with Bondholders in connection with the successful passing of the Extraordinary Resolution and its intentions should the Extraordinary Resolution not be passed, is contained in an announcement (the “**Announcement**”) issued by Heritage Oil and dated today’s date. Should the Extraordinary Resolution be passed:

- Heritage Oil will, within 21 days of the passing of the Extraordinary Resolution, pay to those Bondholders who vote on the Extraordinary Resolution the sum of U.S.\$ 2,000.00 per U.S.\$100,000 of Bonds held by such Bondholders; and
- If Heritage Oil pays or makes any dividend or capital distribution to its shareholders, Heritage Oil will pay or make to Bondholders holding Bonds at the record date for the relevant dividend or capital distribution the dividend or capital distribution they would be entitled to receive as if they had converted their Bonds into Ordinary Shares of Heritage Oil prior to such dividend or capital distribution at the conversion price prevailing at such record date provided that, in the case of any dividend or capital distribution paid or made other than in cash, Heritage Oil may elect instead to pay the Fair Market Value of such dividend or capital distribution.

If the Extraordinary Resolution is not passed, or the Meeting is adjourned due to lack of a quorum or for any other reason, Heritage Oil intends to change its accounting reference date to extend its financial year into 2010 in order that the completion of the Proposed Transaction (as defined in the Announcement) (or any transaction on substantially the same terms entered into with another party in relation to the same assets) can be recognised in the current financial period enabling a distribution to be made to shareholders in 2010, should Heritage Oil consider this appropriate. If the Meeting is not quorate, the Company intends that it will be adjourned and a further notice published explaining when the Meeting will be reconvened; however, in this event, the Company intends that the Extraordinary Resolution would not be tabled at such adjourned Meeting. In such circumstances, Heritage Oil would not make the payment to Bondholders described above and Bondholders would not be entitled to participate in any dividend made by Heritage Oil, although, if applicable, the adjustment provision in the Terms and Conditions in respect of Capital Distributions would continue to apply.

Copies of the Announcement and the Agency Agreement will be available for inspection at the office of McCarthy Tétrault, 2nd Floor, 5 Old Bailey, London, EC4M 7BA, the Company's solicitors, during normal business hours.

Capitalised terms used but not otherwise defined in this Notice shall have the meanings ascribed to them in the Terms and Conditions of the Bonds set out in the Agency Agreement.

In accordance with the usual practice, the Agent expresses no opinion on the merits of the Extraordinary Resolution set out above. The Agent has not verified any of the statements made in this Notice, the Announcement or in any of the other documents referred to above.

ATTENDANCE, VOTING AND QUORUM

1. *Meetings Provisions:* the provisions governing the convening and holding of the Meeting are set out in Schedule 5 (Provisions for Meetings of Bondholders) to the Agency Agreement, copies of which are available for inspection as specified above.
2. *Attendance in Person:* the Bonds are currently represented by a Global Bond. A Bondholder wishing to attend and vote at the Meeting in person must produce at the Meeting a valid voting certificate issued by the Agent relating to the Bond(s), in respect of which he wishes to vote. A voting certificate is available on request from the Agent. Any Bondholder requesting a voting certificate will only be provided with such voting certificate where such Bondholder has also submitted instructions through the clearing systems in the normal way to ensure that the Bond(s) held by such Bondholder have been blocked in an account at the clearing systems to the order of the Agent pending the conclusion of the Meeting or any adjournment of the Meeting.
3. *Attendance by Proxy:* a Bondholder not wishing to attend and vote at the Meeting in person may EITHER apply for a voting certificate as outlined above, and deliver such voting certificate to the person whom he wishes to attend on his behalf OR request the Agent to attend the Meeting on his behalf and cast the votes relating to his Bonds as he directs.
4. *Instructions:* any Bondholder wishing to request the Agent to attend the Meeting on their behalf should give appropriate instructions through the clearing systems in the normal

manner, and ensure that the Bonds held by such Bondholder have been blocked in an account at the clearing systems to the order of the Agent pending the conclusion of the Meeting or any adjournment of the Meeting. Voting instructions should specify clearly whether the Bondholder wishes to vote in favour of or against the Extraordinary Resolution. Prior to the Meeting, the Paying Agent will issue a block voting instruction in respect of all Bonds in respect of which it has received instructions, nominating named individuals to attend the Meeting (or any adjourned meeting) and specifying the number of votes to be cast in favour of the Extraordinary Resolution and the number of votes to be cast against the Extraordinary Resolution. Bondholders must allow sufficient time for compliance with the standard posting procedures of the clearance systems in order to ensure delivery of their instructions to the Agent in a timely fashion.

Any Bondholder wishing to participate at the Meeting, either by attending in person or by instructing the Agent to attend on his behalf, must have given the relevant instructions not later than 48 hours before the time appointed for holding the Meeting (or the preceding business day, if the expiry of such 48 hour period falls on a non-business day) (or, if applicable, any adjournment of such Meeting). In respect of the Meeting, this deadline is 10.00 a.m. GMT on 29 December 2009 (the “**Voting Deadline**”). **Voting instructions given in connection with the Original Notice will be cancelled and accordingly new voting instructions will need to be given by the Voting Deadline in respect of the Extraordinary Resolution set out in this Notice.** Bonds held to the order of the Agent will not be released until the earlier of the conclusion of the Meeting or, if applicable, any adjournment of such Meeting. Voting instructions may not be revoked in the period from the Voting Deadline to the commencement of the Meeting.

5. *Quorum:* no business may be transacted at the Meeting unless the Meeting is quorate. The Meeting will be quorate if one or more Bondholders are present or represented by the Agent representing or holding at least 75% of the aggregate principal amount of the Bonds. If the quorum is not achieved, the Meeting will be adjourned and a further notice will be sent explaining when the Meeting will resume, and the quorum requirements that will apply when the Meeting resumes. Note, however, that for reasons set out above and in the Announcement, the Extraordinary Resolution will be not be tabled at any such adjourned Meeting.
6. *Voting:* as further set out in the Agency Agreement, at the Meeting (i) on a show of hands, every person who is present in person and produces a voting certificate or is a proxy under a block voting instruction shall have one vote and (ii) on a poll, every person who is so present shall have one vote in respect of each Bond represented by the voting certificate or block voting instruction in respect of which he is a proxy.
7. *Passing of the Extraordinary Resolution:* to be passed, the Extraordinary Resolution shall be adopted in respect of the Bonds by a majority of not less than three-quarters of the votes cast by Bondholders present or represented at the Meeting. If passed, the Extraordinary Resolution will be binding on all the Bondholders, whether or not present at the Meeting and whether or not voting.

8. *Further Information:* Requests for voting certificates and questions or requests for assistance in connection with the submission or delivery or revocation of instructions through the clearing systems may be directed to the Agent (attention: Andrew Rogers) at:

The Bank of New York Mellon
Corporate Trust Administration
40th Floor
1 Canada Square
Canary Wharf
London E14 5AL

Tel: +44 (0) 207 964 4958
Fax: +44 (0) 207 964 2536
Email: eventsadmin@bnymellon.com

Holders of Bonds which are held by a clearing system should contact the relevant corporate action departments within the relevant clearing system for further information in respect of their respective procedures for voting.

This notice is given by
HERITAGE OIL CORPORATION
in its capacity as issuer
of the Bonds

Dated: 23 December 2009”

- ends -

For further information please contact:

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Notes to Editors

- Heritage is listed on the Main Market of the London Stock Exchange and is a constituent of the FTSE 250 Index. The trading symbol is HOIL. Heritage has a further listing on the Toronto Stock Exchange (TSX: HOC).
- Heritage is an independent upstream exploration and production company engaged in the exploration for, and the development, production and acquisition of, oil and gas in its core areas of Africa, the Middle East and Russia.
- Heritage has a producing property in Russia and exploration projects in Uganda, the Kurdistan Region of Iraq, the Democratic Republic of Congo, Malta, Pakistan, Tanzania and Mali.
- For further information please refer to our website, **www.heritageoilplc.com**

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If you would prefer to receive press releases via email please contact Jeanny So (jeanny@chfir.com) and specify “Heritage press releases” in the subject line.

FORWARD-LOOKING INFORMATION:

Except for statements of historical fact, all statements in this news release – including, without limitation, statements regarding production estimates and future plans and objectives of Heritage – constitute forward-looking information that involve various risks and uncertainties. There can be no assurance that such statements will prove to be accurate; actual results and future events could differ materially from those anticipated in such statements. Factors that could cause actual results to differ materially from anticipated results include risks and uncertainties such as: risks relating to estimates of reserves and recoveries; production and operating cost assumptions; development risks and costs; the risk of commodity price fluctuations; political and regulatory risks; and other risks and uncertainties as disclosed under the heading "Risk Factors" in its Prospectus and elsewhere in Heritage documents filed from time-to-time with the London Stock Exchange and other regulatory authorities. The completion of the Proposed Transaction is subject to certain conditions, some of which are outside the control of the Company. Further, any forward-looking information is made only as of a certain date and the Company undertakes no obligation to update any forward-looking information or statements to reflect events or circumstances after the date on which such statement is

made or reflect the occurrence of unanticipated events, except as may be required by applicable securities laws. New factors emerge from time to time, and it is not possible for management of the Company to predict all of these factors and to assess in advance the impact of each such factor on the Company's business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking information.