

IN THE HIGH COURT OF JUSTICE

No. 12011 of 2009

CHANCERY DIVISION

COMPANIES COURT

The Honourable Mr Justice Henderson

Wednesday, 6 May 2009

FRIDAY

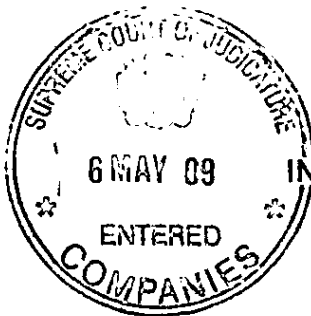


IN THE MATTER OF BALANUS LIMITED

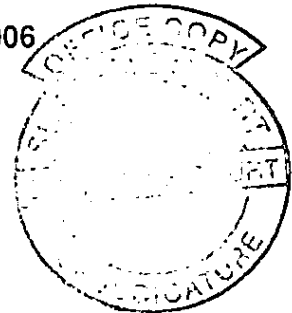
01837522

and

IN THE MATTER OF THE COMPANIES ACT 2006



**ORDER SANCTIONING
SCHEME OF ARRANGEMENT**



UPON the Claim Form of the above-named Balanus Limited ("**the Company**") whose registered office is 17 Duke Street, Chelmsford, Essex, CM1 1HP

AND UPON HEARING Leading Counsel for the Company

AND UPON READING the said Claim Form and the evidence

AND UPON Castle 1, Castle 2, Castle 3, Castle 4, Countrywide plc, Countrywide Estate Agents, Countrywide Estate Agents FS Limited, Countrywide Estate Agents (South) Limited, Countrywide Franchising Limited, Countrywide Property Lawyers Limited, Countrywide Surveyors Limited, Slater Hogg Mortgages Limited and Securemove Property Services 2005 Limited (as more particularly defined in the Guarantor Schemes) by Leading Counsel undertaking to be bound by the Guarantor Schemes and to execute and do or procure to be executed or done all such documents, acts and things as may be necessary or desirable to be executed or done by them for the purpose of giving effect to the Guarantor Schemes and upon

Deutsche Bank AG London Branch and Lucid Issuer Services Limited undertaking by Leading Counsel to be bound by the Guarantor Schemes and the Distribution Agreement (as defined in the Guarantor Schemes) and to execute or do, or procure to be executed or done, all such documents, acts or things as may be necessary or as the Court may direct to be executed or done by them or on their behalf for the purpose of giving effect to such undertaking

THIS COURT HEREBY SANCTIONS subject as provided below the scheme of arrangement attached as the Schedule hereto ("**the Scheme**")

AND IT IS ORDERED that an office copy of this Order be delivered to the Registrar of Companies as soon as reasonably practicable after the date on which the conditions described in Part E of Part 9(B) of the Scheme Document (as such term is defined in the Castle 4 Scheme) are satisfied or waived

AND IT IS FURTHER ORDERED THAT prior to the delivery of this Order to the Registrar of Companies for registration the Company shall have general liberty to apply to the Court

PART 9(B)

THE GUARANTOR SCHEMES

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

No. 12011 of 2009

**IN THE MATTER OF BALANUS LIMITED, COUNTRYWIDE ESTATE AGENTS, COUNTRYWIDE
ESTATE AGENTS FS LIMITED, COUNTRYWIDE ESTATE AGENTS (SOUTH) LIMITED,
COUNTRYWIDE FRANCHISING LIMITED, COUNTRYWIDE PLC, COUNTRYWIDE PROPERTY
LAWYERS LIMITED, COUNTRYWIDE SURVEYORS LIMITED, SLATER HOGG MORTGAGES
LIMITED AND SECUREMOVE PROPERTY SERVICES 2005 LIMITED (TOGETHER, THE
"SUBSIDIARY GUARANTORS")**

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEMES OF ARRANGEMENT

(under section 895 of the Companies Act 2006)

BETWEEN:

EACH OF THE SUBSIDIARY GUARANTORS

and

THE GUARANTOR SCHEME CREDITORS

(as herein defined)

PART A

PRELIMINARY

RECITALS

DEFINITIONS

A In each Guarantor Scheme, unless the context otherwise requires or unless otherwise expressly provided for, the following capitalised expressions shall bear the following meanings:

"Account Holder Letter"	means the form of account holder letter in the form set out in Appendix 5 of the Scheme Document;
"Allowed Proceedings"	means any Proceeding by a Guarantor Scheme Creditor to enforce its rights in respect of a Guarantor Scheme where the Subsidiary Guarantor fails to perform its obligations under the relevant Guarantor Scheme. For the avoidance of doubt, no claim against the Expert shall be an Allowed Proceeding;
"Balanus Limited"	means Balanus Limited, a company incorporated in England and Wales with registration number 01837522 and registered office at 17 Duke Street, Chelmsford, Essex, CM1 1HP;
"Business Day"	means any day on which banks are open for business generally (other than solely for the trading and settlement of euros) in the City of London and the Cayman Islands;
"Castle 1"	means Castle Holdco 1, Ltd., an exempted company incorporated in the Cayman Islands under registered number 182042 and having its registered office at the offices of Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9002, Cayman Islands;
"Castle 2"	means Castle Holdco 2, Ltd., an exempted company incorporated in the Cayman Islands under registered number 182041 and having its registered office at the offices of Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9002, Cayman Islands;
"Castle 3"	means Castle Holdco 3, Ltd., an exempted company incorporated in the Cayman Islands under registered number 182044 and having its registered office at the offices of Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9002, Cayman Islands;
"Castle 4" or the "Company"	means Castle Holdco 4, Ltd., an exempted company incorporated with limited liability and registered under the laws of the Cayman Islands with registered number 182043 and having its registered office at the offices of Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9002, Cayman Islands;
"Castle 4 Schemes" or "Castle 4 Scheme"	means the schemes of arrangement that have been proposed in respect of Castle 4 under section 895 of the Companies Act and section 86 of the Cayman Companies Law in their present form or with or subject to any modifications, additions or conditions that are consented to by Castle 4 in accordance with the terms of the Schemes and that the Court or the Grand Court may approve or impose;
"Castle Companies"	means Castle 1, Castle 2 and Castle 3;
"Cayman Companies Law"	means the Companies Law (2007 Revision) (as amended) as applicable in the Cayman Islands;
"Claim"	means all and any actions, causes of action, claims, counterclaims, suits, debts, sums of money, accounts, contracts, agreements,

promises, contribution, indemnification, damages, judgements, executions, demands or rights whatsoever or howsoever arising, whether present, future, prospective or contingent, known or unknown, whether or not for a fixed or unliquidated amount, whether or not involving the payment of money or the performance of an act or obligation, whether arising at common law, in equity or by statute in England and Wales, New York, the Cayman Islands or in any other jurisdiction or in any other manner whatsoever, and “Claims” shall be construed accordingly;

“Claim Time”	means 5.00 p.m. (London time) on 5 May 2009;
“Companies Act”	means the Companies Act 2006 (as amended) as applicable in England and Wales;
“Conditions”	means the conditions set out in Part E of each Guarantor Scheme;
“Countrywide plc” or “Countrywide”	means Countrywide plc, a company incorporated in England and Wales with registration number 04947152 and registered office at 17 Duke Street, Chelmsford, Essex, CM1 1HP;
“Countrywide Estate Agents”	means Countrywide Estate Agents, an unlimited liability company incorporated in England and Wales with registration number 00789476 and registered office at First Floor Lavells House, 31-33 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1EZ;
“Countrywide Estate Agents FS Limited”	means Countrywide Estate Agents FS Limited, a company incorporated in England and Wales with registration number 01084123 and registered office at Sovereign House, Leighton Buzzard, Bedfordshire, LU7 1GT;
“Countrywide Estate Agents (South) Limited”	means Countrywide Estate Agents (South) Limited, a company incorporated in England and Wales with registration number 02276358 and registered office at 17 Duke Street, Chelmsford, Essex, CM1 1HP;
“Countrywide Franchising Limited”	means Countrywide Franchising Limited, a company incorporated in England and Wales with registration number 03777494 and registered office at Brook House Apex Court, Camphill Road, West Byfleet, Surrey, KT14 6SQ;
“Countrywide Principal Services Limited”	means Countrywide Principal Services Limited, a company incorporated in England and Wales with registration number 01707341 and registered office at Sovereign House, Leighton Buzzard, Bedfordshire LU7 1GT;
“Countrywide Property Lawyers Limited”	means Countrywide Property Lawyers Limited, a company incorporated in England and Wales with registration number 02066827 and registered office at Lee House, 90 Great Bridgewater Street, Manchester, Lancashire, M1 5RR;
“Countrywide Surveyors Limited”	means Countrywide Surveyors Limited, a company incorporated in England and Wales with registration number 01954031 and registered office at Market House Market Square, Stony Stratford, Milton Keynes, Buckinghamshire, MK11 1BE;
“Court”	means the High Court of Justice of England and Wales;
“Deed of Release” or “Deeds of Release”	means the form of deed of release between Castle 4, Castle 3, the Subsidiary Guarantors and the Scheme Creditors as set out in Schedule 1;
“Deed of Undertaking”	means a deed of undertaking in the form set out in Schedule 4 of the Castle 4 Scheme;
“Deeds of Transfer and Settlement”	means:

- (a) the deed of transfer and settlement to be entered into between Castle 2, Castle 3, Castle 4 and Countrywide plc pursuant to which, among other things, Castle 2 will transfer the IC Loan 2 and the IC Loan 3 to Castle 3;
- (b) the deed of transfer and settlement to be entered into between Castle 1, Castle 2, Castle 3 and Countrywide plc pursuant to which, among other things, Castle 1 will transfer the IC Loan 1 to Castle 2 and Castle 2 will transfer the IC Loan 1 to Castle 3;
- (c) the deed of release and settlement to be entered into between Castle 2 and Castle 3 in relation to the IC Loan 5; and
- (d) any other documentation relating to the release, transfer, settlement and/or reorganisation of the Inter-Company Loans to be entered into between any of the Castle Companies, the Company and/or Countrywide plc on or before the Effective Date;

“Distribution Agreement”

has the meaning given to it in the Castle 4 Scheme;

“Effective Date”

means the date on which each Guarantor Scheme becomes effective in accordance with its terms;

“Entitlement Claim”

means:

- (a) in the case of an FRN Scheme Creditor, the amount calculated as at the Record Time of (i) outstanding principal, (ii) interest due and owing, (iii) interest accrued but unpaid, and (iv) to the extent applicable, any accrued but unpaid default interest, in each case owed to that FRN Scheme Creditor in respect of the FRNs held by that FRN Scheme Creditor at the Record Time; and
- (b) in the case of a Senior Note Scheme Creditor, the amount calculated as at the Record Time of (i) outstanding principal, (ii) interest due and owing, (iii) interest accrued but unpaid, and (iv) to the extent applicable, any accrued but unpaid default interest, in each case owed to that Senior Note Scheme Creditor in respect of the Senior Notes held by that Senior Note Scheme Creditor at the Record Time,

which shall be used, in each case, for the purposes of determining such Scheme Creditor's entitlement to Scheme Consideration and the number of votes that such Scheme Creditor shall be entitled to cast at the Scheme Class Meetings;

“Equity Subscription Agreement”

has the meaning given to it in the Castle 4 Schemes;

“Existing Finance Documents”

means the Senior Revolving Facility Agreement, the documentation creating the Hedging Liabilities, the FRN Indenture, the Senior Notes Indenture, the Intercreditor Agreement, the Security Documents and related documentation;

“Expert”

means such bank(s) or other financial institution(s) as the relevant Subsidiary Guarantor may, in its absolute discretion, select to act as expert(s) to determine the amounts owing to Guarantor Scheme Creditors (if such amounts cannot be agreed between such Subsidiary Guarantor and any of the Guarantor Scheme Creditors);

“Explanatory Statement”

means the explanatory statement of the Company and the Subsidiary Guarantors relating to the Schemes issued in accordance with Section 897 of the Companies Act and section 86 of the Cayman Companies Law, as amended from time to time;

“FRN Guarantor Scheme Claims”	means, in respect of the relevant Subsidiary Guarantor, any claim or right in respect of any Liability of such Subsidiary Guarantor to any person arising directly or indirectly out of, in relation to or in connection with the FRN Obligations and/or the Security Documents (to the extent such Security Documents relate to the FRN Obligations), in each case including any Liability of such Subsidiary Guarantor in respect of any loss or damage suffered or incurred as a result of, or in connection with, such Liability, whether arising before, at or after the Record Time or after that date by reason of a Liability of such Subsidiary Guarantor incurred before that time, and including, for the avoidance of doubt, any and all interest, premium, principal, PIK interest, make whole amounts, fees and commissions accruing on, or payable in respect to, or any other accretions whatsoever arising in respect of, such claims or rights whether before, at or after the Record Time;
“FRN Guarantor Scheme Creditors”	means persons with a beneficial interest as principal in the FRNs held in global form through the Clearing Systems at the Record Time;
“FRN Indenture”	means the indenture dated 9 May 2007 relating to the FRNs and entered into by Castle 4, certain of its Subsidiaries as guarantors, Deutsche Trustee Company Limited as Trustee, Deutsche Bank AG, London Branch as Security Agent, Principal Paying Agent and Transfer Agent, Deutsche Bank Luxembourg S.A. as Registrar and Deutsche International Corporate Services (Ireland) Limited as Irish Paying Agent and Transfer Agent (each as defined therein);
“FRN Obligations”	means, in respect of the relevant Subsidiary Guarantor, the Liabilities of such Subsidiary Guarantor in respect of the FRNs;
“FRNs”	means Castle 4’s £370 million Senior Secured Floating Rate Notes due 2014 and the £100 million Senior Secured Floating Rate PIK Election Notes due 2014, each as constituted by the FRN Indenture;
“FRN Scheme Consideration”	means the consideration that each FRN Guarantor Scheme Creditor, in their capacity as an FRN Scheme Creditor, is entitled to in respect of the Castle 4 Scheme;
“FRN Scheme Creditors”	means persons with a beneficial interest as principal in the FRNs held in global form through the Clearing Systems at the Record Time;
“FSMA”	means the Financial Services and Markets Act 2000, as applicable in England and Wales;
“GMT”	means Greenwich Mean Time;
“Grand Court”	means the Grand Court of the Cayman Islands;
“Group”	means Castle 4 and its Subsidiaries (including the Subsidiary Guarantors) from time to time;
“Guarantor Scheme Claims”	means the Senior Note Guarantor Scheme Claims and the FRN Guarantor Scheme Claims;
“Guarantor Scheme Class Meetings”	means the separate class meetings of each class of Guarantor Scheme Creditor convened at the direction of the Court;
“Guarantor Scheme Creditors”	means, in respect of each Subsidiary Guarantor, a creditor of such Subsidiary Guarantor in respect of a Guarantor Scheme Claim (and includes the Senior Note Guarantor Scheme Creditors and the FRN Guarantor Scheme Creditors);
“Guarantor Schemes”	means, in respect of each Subsidiary Guarantor, the scheme of arrangement of such Subsidiary Guarantor under section 895 of the Companies Act in its present form or with or subject to any modifications, additions or conditions that are consented to by such

	Subsidiary Guarantor and that the Court may approve or impose and such Subsidiary Guarantor and the Scheme Creditors may approve in accordance with the terms of the relevant Guarantor Scheme;
"Hedging Liabilities"	means liabilities under the hedging arrangements entered into by the Company in relation to the Existing Finance Documents;
"IC Loan 1"	means the inter-company loan between Castle 1 as lender and Countrywide plc as borrower which was advanced during September 2007 with an outstanding principal amount of approximately £2.2 million;
"IC Loan 2"	means the inter-company loan between Castle 2 as lender and Castle 4 as borrower which was advanced during May 2007 with an outstanding principal amount of approximately £170.3 million;
"IC Loan 3"	means the inter-company loan between Castle 2 as lender and Countrywide plc as borrower which was advanced during September 2007 with an outstanding principal amount of approximately £5.9 million;
"IC Loan 4"	means the inter-company loan between Castle 3 as lender and Castle 4 as borrower which was advanced during May 2007 with an outstanding principal amount of approximately £170.3 million;
"IC Loan 5"	means the inter-company loan between Castle 2 as lender and Castle 3 as borrower which was advanced during May 2007 with an outstanding principal amount of approximately £170 million;
"Inter-Company Liabilities"	means any Liabilities owed by any of the Subsidiary Guarantors to any of Castle 1, Castle 2, Castle 3 and Castle 4, including the Transferred Inter-Company Loans (save for the IC Loan 2);
"Inter-Company Loans"	means the IC Loan 1, IC Loan 2, IC Loan 3, IC Loan 4 and IC Loan 5;
"Intercreditor Agreement"	means the intercreditor agreement dated 9 May 2007 between Castle 3, the Company and certain of its Subsidiaries and, amongst others, Deutsche Trustee Company limited as Trustee, Deutsche Bank AG as security agent and the secured creditors referred to therein;
"Liability"	means any debt, liability or obligation whatsoever, whether it is present, future, prospective or contingent, whether or not its amount is fixed or undetermined, whether or not it involves the payment of money or the performance of an act or obligation, and whether it arises at common law, in equity or by statute, in England and Wales, New York, the Cayman Islands or in any other jurisdiction, or in any other manner whatsoever and "Liabilities" shall be construed accordingly;
"Longstop Date"	means 30 September 2009;
"Note Trustee"	means Deutsche Trustee Company Limited in its capacity as trustee under the FRN Indenture and the Senior Notes Indenture;
"Proceeding"	means any process, suit, action, legal or other proceeding including without limitation any arbitration, mediation, alternative dispute resolution, judicial review, adjudication, demand, execution, restraint, forfeiture, re-entry, seizure, lien, enforcement of judgment, enforcement of any security or enforcement of any letters of credit;
"Prohibited Proceeding"	means any Proceeding against Castle 4, any Subsidiary Guarantor, any member of the Group or the Expert or their property in any jurisdiction whatsoever other than an Allowed Proceeding;
"Record Time"	means 5.00 p.m. (London Time) on 24 April 2009;
"Reduction of Capital"	has the meaning given to it in the Castle 4 Scheme;

“Resolution”	has the meaning given to it in the Castle 4 Scheme;
“Scheme”	means this scheme of arrangement in respect of the Company under section 895 of the Companies Act and section 86 of the Cayman Companies Law in its present form or with or subject to any modifications, additions or conditions that the Court or the Grand Court may approve or impose and the Company and the Scheme Creditors may approve in accordance with the terms of this Scheme and “Schemes” means this Scheme and the Guarantor Schemes;
“Scheme Consideration”	means the FRN Scheme Consideration and the Senior Note Scheme Consideration;
“Scheme Creditors”	means a creditor of Castle 4 in respect of a Scheme Claim and includes the Senior Note Scheme Creditors and the FRN Scheme Creditors;
“Securemove Property Services 2005 Limited”	means Securemove Property Services 2005 Limited, a company incorporated in England and Wales with registration number 04542716 and registered office at 17 Duke Street, Chelmsford, Essex, CM1 1HP;
“Security Agent”	has the meaning given to it in the Castle 4 Scheme;
“Security Documents”	means the security documents relating to the Senior Revolving Facility Agreement, the Hedging Liabilities, the FRN Indenture and the Senior Notes Indenture and related documents;
“Senior Note Guarantor Scheme Claims”	means in respect of each Subsidiary Guarantor, any claim or right in respect of any Liability of such Subsidiary Guarantor to any person arising directly or indirectly out of, in relation to or in connection with the Senior Note Obligations and/or the Security Documents (to the extent such Security Documents relate to the Senior Note Obligations), in each case including any Liability of such Subsidiary Guarantor in respect of any loss or damage suffered or incurred as a result of, or in connection with, such Liability, whether arising before, at or after the Record Time by reason of a Liability of such Subsidiary Guarantor incurred on or before that time, and including, for the avoidance of doubt, any and all interest, premium, principal, PIK interest, make whole amounts, fees and commissions accruing on, or payable in respect to, or any other accretions whatsoever arising in respect of, such claims or rights whether before, at or after the Record Time;
“Senior Note Guarantor Scheme Creditors”	means persons with a beneficial interest as principal in the Senior Notes held in global form through the Clearing Systems at the Record Time;
“Senior Note Obligations”	means, in respect of the relevant Subsidiary Guarantor, the Liabilities of such Subsidiary Guarantor in respect of the Senior Notes;
“Senior Notes”	means Castle 4’s £170 million 9½ per cent. Senior Notes due 2015 as constituted by the Senior Notes Indenture;
“Senior Notes Indenture”	means the senior notes indenture dated 9 May 2007 entered into by Castle 4, certain Subsidiaries of Castle 4 as guarantors, Deutsche Trustee Company Limited as Trustee, Deutsche Bank AG, London Branch as Security Agent, Principal Paying Agent and Transfer Agent and Deutsche International Corporate Services (Ireland) Limited as Irish Paying Agent and Transfer Agent (each as defined therein);
“Senior Note Scheme Consideration”	means the consideration that each Senior Note Guarantor Scheme Creditor, in their capacity as a Senior Note Scheme Creditor, is entitled to in respect of the Castle 4 Scheme;

“Senior Note Scheme Creditors”	means persons with a beneficial interest as principal in the Senior Notes held in global form through the Clearing Systems at the Record Time;
“Senior Revolving Facility Agreement”	means the £100 million senior revolving facilities agreement dated 18 May 2007 between, amongst others, Castle 4, certain Subsidiaries of Castle 4 as guarantors, Credit Suisse, London Branch, Deutsche Bank AG, London Branch and Goldman Sachs International as mandated lead arrangers and Deutsche Bank AG, London Branch as agent and security agent (as amended from time to time);
“Slater Hogg Mortgages Limited”	means Slater Hogg Mortgages Limited, a company incorporated in England and Wales with registration number 04206425 and registered office at Sovereign House, Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GT;
“Subsidiary”	means at any relevant time any subsidiary or any subsidiary undertaking (as such terms are defined in the Companies Act) of Castle 4;
“Subsidiary Guarantors”	means each of Countrywide plc, Balanus Limited, Securemove Property Services 2005 Limited, Countrywide Estate Agents (Unlimited Company), Countrywide Estate Agents FS Limited, Countrywide Surveyors Limited, Countrywide Property Lawyers Limited, Slater Hogg Mortgages Limited, Countrywide Franchising Limited and Countrywide Estate Agents (South) Limited, each a “Subsidiary Guarantor”;
“Transferred Inter-Company Loans”	means the IC Loan 1, IC Loan 2 and IC Loan 3 following the transfer of such loans to Castle 3 pursuant to and in accordance with the terms of the Deeds of Transfer and Settlement; and
“UK”	means the United Kingdom of Great Britain and Northern Ireland.

INTERPRETATION

- B** In each Guarantor Scheme, unless the context otherwise requires or otherwise expressly provides:
- (i) references to Recitals, Parts, clauses, sub-clauses, Schedules and Appendices are references to the Recitals, Parts, clauses and sub-clauses, Schedules and Appendices respectively of or to such Guarantor Scheme;
 - (ii) references to a “person” include references to an individual, firm, partnership, company, corporation, other legal entity, unincorporated body of persons or any state or state agency;
 - (iii) references to a statute or a statutory provision include the same as subsequently modified, amended or re-enacted from time to time;
 - (iv) references to an agreement, deed or document shall be deemed also to refer to such agreement, deed or document as amended, supplemented, restated, verified, replaced and/or novated (in whole or in part) from time to time and to any agreement, deed or document executed pursuant thereto;
 - (v) the singular includes the plural and vice versa and words importing one gender shall include all genders;
 - (vi) headings to Recitals, Parts, clauses and sub-clauses are for ease of reference only and shall not affect the interpretation of such Guarantor Scheme; and
 - (vii) to the extent that there shall be any conflict or inconsistency between the terms of such Guarantor Scheme and the Explanatory Statement then the terms of this Scheme shall prevail.

BALANUS LIMITED

- C** Balanus Limited was incorporated in England and Wales on 1 August 1984 as a limited liability company with registered number 01837522.

- D At the date hereof, Balanus Limited had an authorised share capital of £19,712,795.20 divided into 394,255,903 ordinary shares of 5 pence each and one deferred share of 5 pence, of which 338,256,669 ordinary shares and one deferred share are issued and fully paid.

COUNTRYWIDE ESTATE AGENTS

- E Countrywide Estate Agents was incorporated in England and Wales on 27 January 1964 as an unlimited liability company with registered number 00789476.
- F At the date hereof, Countrywide Estate Agents had an authorised share capital of £100,000,000 divided into 100,000,000 ordinary shares of £1 each, of which 60,000,000 are issued and fully paid.

COUNTRYWIDE ESTATE AGENTS FS LIMITED

- G Countrywide Estate Agents FS Limited was incorporated in England and Wales on 28 November 1972 as a limited liability company with registered number 01084123.
- H At the date hereof, Countrywide Estate Agents FS Limited had an authorised share capital of £10,000 divided into 10,000 ordinary shares of £1 each, of which 10,000 are issued and fully paid.

COUNTRYWIDE ESTATE AGENTS (SOUTH) LIMITED

- I Countrywide Estate Agents (South) Limited was incorporated in England and Wales on 12 July 1988 as a limited liability company with registered number 02276358.
- J At the date hereof, Countrywide Estate Agents (South) Limited had an authorised share capital of £10,000,000 divided into 10,000,000 ordinary shares of £1 each, of which 8,500,000 are issued and fully paid.

COUNTRYWIDE FRANCHISING LIMITED

- K Countrywide Franchising Limited was incorporated in England and Wales on 26 May 1999 as a limited liability company with registered number 03777494.
- L At the date hereof, Countrywide Franchising Limited had an authorised share capital of £1,000 divided into 1,000 ordinary shares of £1 each, of which two are issued and fully paid.

COUNTRYWIDE PLC

- M Countrywide plc was incorporated in England and Wales on 29 October 2003 as a limited liability company with registered number 04947152.
- N At the date hereof, Countrywide plc had an authorised share capital of £12,550,000 divided into 251,000,000 ordinary shares of 5 pence each, of which 86,322,681 are issued and fully paid.

COUNTRYWIDE PROPERTY LAWYERS LIMITED

- O Countrywide Property Lawyers Limited was incorporated in England and Wales on 23 October 1986 as a limited liability company with registered number 02066827.
- P At the date hereof, Countrywide Property Lawyers Limited had an authorised share capital of £13,550,000 divided into 13,550,000 ordinary shares of £1 each, of which 9,500,000 are issued and fully paid.

COUNTRYWIDE SURVEYORS LIMITED

- Q Countrywide Surveyors Limited was incorporated in England and Wales on 4 November 1985 as a limited liability company with registered number 01954031.
- R At the date hereof, Countrywide Surveyors Limited had an authorised share capital of £1,000,000 divided into 1,000,000 ordinary shares of £1 each, of which 500,000 are issued and fully paid.

SLATER HOGG MORTGAGES LIMITED

- S Slater Hogg Mortgages Limited was incorporated in England and Wales on 26 April 2001 as a limited liability company with registered number 04206425.

- T At the date hereof, Slater Hogg Mortgages Limited had an authorised share capital of £1.000 divided into 1,000 ordinary shares of £1 each, of which two are issued and fully paid.

SECUREMOVE PROPERTY SERVICES 2005 LIMITED

- U Securemove Property Services 2005 Limited was incorporated in England and Wales on 23 September 2002 as a limited liability company with registered number 04542716.
- V At the date hereof, Securemove Property Services 2005 Limited had an authorised share capital of £100 divided into 100 ordinary shares of £1 each, of which one ordinary share is issued and fully paid.

PRE-SCHEME REORGANISATION STEPS

- W Prior to each Guarantor Scheme becoming effective, it is intended that (a) Castle 1 will transfer the IC Loan 1 to Castle 2 and Castle 2 will in turn transfer the IC Loan 1 to Castle 3, (b) Castle 2 will transfer the IC Loan 2 and IC Loan 3 to Castle 3 and (c) Castle 2 will release Castle 3 from its obligations under the IC Loan 5, in each case pursuant to and in accordance with the terms of the Deeds of Transfer and Settlement.

THE PURPOSE OF EACH OF THE GUARANTOR SCHEMES

- X The purpose of each of the Guarantor Schemes is to provide for:
- (i) the release of the Inter-Company Liabilities by Castle 1, Castle 2 and Castle 3;
 - (ii) the release of the FRN Guarantor Scheme Claims in respect of the relevant Subsidiary Guarantor and the allotment and issue by Castle 4 of the FRN Scheme Consideration to such FRN Scheme Creditors; and
 - (iii) the release of the Senior Note Guarantor Scheme Claims in respect of the relevant Subsidiary Guarantor and the allotment and issue by Castle 4 of the Senior Note Scheme Consideration to such Senior Note Scheme Creditors.

BINDING OF THIRD PARTIES

- Y The following persons involved in the implementation of each Guarantor Scheme have executed a Deed of Undertaking, pursuant to which they have agreed to appear by Counsel at the petition to sanction each Guarantor Scheme and to undertake to the Court to be bound thereby, to execute and do or procure to be executed and done all such documents, acts or things as may be necessary or desirable to be executed or done by it for the purposes of giving effect to each Guarantor Scheme:
- (i) Castle 1;
 - (ii) Castle 2;
 - (iii) Castle 3;
 - (iv) Castle 4; and
 - (v) the Subsidiary Guarantors (other than the Subsidiary Guarantor in respect of which the relevant Guarantor Scheme is being effected).

PART B

THE GUARANTOR SCHEMES

1. Application and effectiveness of each Guarantor Scheme

The compromise and arrangement effected by each Guarantor Scheme shall apply to all Guarantor Scheme Claims in respect of the relevant Subsidiary Guarantor and shall be binding on all Guarantor Scheme Creditors of such Subsidiary Guarantor. The rights of the Guarantor Scheme Creditors obtained under each Guarantor Scheme shall be accepted by them in full and final settlement of all Guarantor Scheme Claims against the relevant Subsidiary Guarantor.

2. Effect of each Guarantor Scheme

On the Effective Date in respect of each Guarantor Scheme:

- (A) all of the right, title and interest of the Guarantor Scheme Creditors in respect of the relevant Guarantor Scheme Claims shall be subject to the arrangements set out in clause 3 of this Part B; and
- (B) the directors and former directors of Castle 3, Castle 4, each of the Subsidiary Guarantors and the Company shall be released in accordance with the terms of each Guarantor Scheme.

3. Release of the Guarantor Scheme Claims

On the Effective Date, and notwithstanding any term of any relevant document, the following will occur in the order set out below:

- (A) the Senior Note Guarantor Scheme Claims in respect of such Subsidiary Guarantor shall be released fully and absolutely, in each case so as to bind the Senior Note Guarantor Scheme Creditors of such Subsidiary Guarantor (including, for the avoidance of doubt, any person who has or acquires after the Record Time any interest in or arising out of a Senior Note Guarantor Scheme Claim);
- (B) the FRN Guarantor Scheme Claims in respect of such Subsidiary Guarantor shall be released fully and absolutely, in each case so as to bind the FRN Guarantor Scheme Creditors of such Subsidiary Guarantor (including, for the avoidance of doubt, any person who has or acquires after the Record Time any interest in or arising out of such FRN Guarantor Scheme Claims); and
- (C) immediately after the share cancellation contemplated by clause 3 of Part B of the Castle 4 Scheme, the Inter-Company Liabilities shall be released fully and absolutely.

4. Consideration for the release of the Guarantor Scheme Claims

The consideration for the release described in clause 3 of this Part B shall be Castle 4 entering into and performing its obligations under the Castle 4 Schemes.

PART C

IDENTIFICATION OF ENTITLEMENT CLAIMS

Record Time and Entitlement Claims

1. In each Guarantor Scheme all Entitlement Claims in respect of the relevant Subsidiary Guarantor shall be calculated as at the Record Time and in accordance with the terms of the Castle 4 Scheme.
2. In each Guarantor Scheme any Entitlement Claim in respect of the relevant Subsidiary Guarantor which at the Record Time is not immediately due and payable but on such Subsidiary Guarantor going into insolvent liquidation would, either automatically without further action by any party or by the issue of a notice by the relevant Guarantor Scheme Creditor, be capable of being made legally due and payable shall be treated for the purposes of a Guarantor Scheme as being immediately due and payable as at the Record Time (and hence not treated as a contingent debt or a debt payable at a future time).
3. Insofar as there shall be any dispute as to the amount owing by each Subsidiary Guarantor to a Guarantor Scheme Creditor (which cannot be resolved by the chairman of the applicable Guarantor Scheme Class Meeting), such Subsidiary Guarantor may refer the matter to the Expert whose opinion, insofar as permitted by law, shall be final and binding on the Guarantor Scheme Creditor.

Assignments or transfers

4. No Subsidiary Guarantor shall be under any obligation to recognise any assignment or transfer of any Entitlement Claim, whether before or after the Record Time, for the purposes of determining entitlements under the relevant Guarantor Scheme, save where the Subsidiary Guarantor has received, by the Record Time, from the parties to such assignment or transfer in writing notice of such assignment or transfer in accordance with the terms of all agreements between the relevant Guarantor Scheme Creditor and such Subsidiary Guarantor Company in respect of such Entitlement Claim, in which case such Subsidiary Guarantor shall recognise such assignment or transfer for the purposes of determining entitlements under the relevant Guarantor Scheme (if any).

PART D

GUARANTOR SCHEME PAYMENTS

1. The distribution of the Scheme Consideration shall be in accordance with the terms of the Castle 4 Scheme and shall be binding on the Guarantor Scheme Creditors and any person deriving title from them.
2. Insofar as there shall be any dispute as to the amount owing by Castle 4 to a Guarantor Scheme Creditor (which cannot be resolved by the chairman of the applicable Guarantor Scheme Class Meeting), Castle 4 may refer the matter to the Expert whose opinion, insofar as permitted by law, shall be final and binding on such Guarantor Scheme Creditor.

PART E

CONDITIONS TO EACH GUARANTOR SCHEME

The Guarantor Schemes are subject to English law and the terms and conditions set out in the Schemes and the Account Holder Letter.

1. Each of the Guarantor Schemes will be conditional upon the following:
 - (i) at each Scheme Class Meeting in respect of each Scheme, approval of that Scheme by a majority in number of Scheme Creditors who are present and voting, either in person or by proxy, at that meeting or at any adjournment of that meeting, representing 75 per cent. or more in value of each class of the Scheme Creditors;
 - (ii) the Resolution being duly passed in writing by the shareholder of Castle 4;
 - (iii) the sanction with or without modification (but subject to such modification being acceptable to Castle 4 or, as the case may be, the Subsidiary Guarantors) of each Scheme by the Court and, as applicable, the Grand Court, and the confirmation of the Reduction of Capital by the Grand Court; and
 - (iv) (a) in the case of the Castle 4 Scheme under section 895 of the Companies Act and each of the Guarantor Schemes, an office copy of the order of the Court in respect of each such Scheme being delivered to the English Registrar of Companies, and (b) in the case of the Castle 4 Scheme under section 86 of the Cayman Companies Law, an office copy of the order of the Grand Court in respect of such Scheme and the minute confirming the Reduction of Capital being delivered to the Cayman Islands Registrar of Companies and, in the case of the minute confirming the Reduction of Capital, registration of such minute by him.
2. If the Schemes have not become effective by the “Longstop Date”, they shall lapse, provided that Castle 4 may, at its discretion, extend the Longstop Date to such later date (if any) as Castle 4 and Scheme Creditors with Entitlement Claims representing 75 per cent. (by value) of the aggregate Entitlement Claims in respect of each of the FRN Scheme Creditors and Senior Note Scheme Creditors may agree and, if appropriate, the Court or, as the case may be, the Grand Court may approve.

PART F

GENERAL SCHEME PROVISIONS

Effective Date and Notification to Guarantor Scheme Creditors

1. Each Guarantor Scheme shall become effective at the Effective Date for such Guarantor Scheme.
2. Each Subsidiary Guarantor shall arrange for the order of the Court sanctioning the relevant Guarantor Scheme to be delivered to the Registrar of Companies in England and Wales.

Stay of Prohibited Proceedings

3. None of the Guarantor Scheme Creditors shall commence a Prohibited Proceeding in respect of or arising from a Guarantor Scheme after the Effective Date for such Guarantor Scheme.
4. A Guarantor Scheme Creditor may commence an Allowed Proceeding in respect of a Guarantor Scheme against the relevant Subsidiary Guarantor after the Effective Date for such Guarantor Scheme provided that it has first given such Subsidiary Guarantor fourteen (14) days' prior notice in writing of its intention to do so.

Future Liquidation

5. Each Guarantor Scheme shall be unaffected by any future liquidation of such Subsidiary Guarantor and shall in those circumstances remain in force according to its terms.

Modifications of each Guarantor Scheme

6. Each Subsidiary Guarantor may, at any hearing before the Court to sanction the relevant Guarantor Scheme, consent on behalf of all Guarantor Scheme Creditors to any modification of such Guarantor Scheme or any terms or conditions which the Court may think fit to approve or impose.

Release

7. Each of Castle 4, the Subsidiary Guarantors and the Guarantor Scheme Creditors, on behalf of itself and each of its predecessors, successors and assigns (collectively, the "**Releasing Parties**"), release, waive, acquit, forgive and forever discharge, to the fullest extent permitted by law, each of Castle 3, Castle 4 and the Subsidiary Guarantors and each of their predecessors, successors and assigns, and their current and former directors in their capacities as such (collectively, the "**Released Parties**") from any and all Claims and Liabilities which the Releasing Parties, or any of them, now or hereafter can, shall or may have against the Released Parties, or any of them, whether known or unknown, fixed or contingent, in each case in relation to or arising out of or in connection with the FRNs, the Senior Notes, the FRN Indenture, the Senior Notes Indenture, the Inter-Company Liabilities or any Guarantor Scheme Claims and/or the implementation of the Castle 4 Schemes or any of the Guarantor Schemes, provided that the foregoing shall not prejudice or impair any other right of any Releasing Party or Released Party created under the Castle 4 Scheme or a Guarantor Scheme.
8. Each of the Guarantor Scheme Creditors and each of the Subsidiary Guarantors hereby authorises Countrywide plc from the Effective Date to enter into, execute and deliver as a deed on behalf of each Guarantor Scheme Creditor and each Subsidiary Guarantor and any person to whom the Guarantor Scheme Creditor has transferred any FRNs or Senior Notes after the Record Time, one or more Deeds of Release whereby any and all Claims and Liabilities referred to in clause 7 of this Part F shall be waived and released fully and absolutely from the Effective Date.
9. Any Deed of Release to be executed pursuant to the authority conferred by clause 8 above shall be substantially in the form attached at Schedule 1 subject to any modifications required or approved by the Court and shall take effect in relation to such claims and liabilities as the Court considers appropriate, provided only that the effect of any such modification is not such as would cause the release of a claim or the imposition of any obligation that is not referred to in clauses 7 or 8 of this Part F.

Notice

10. Any notice or other written communication to be given under or in relation to any Guarantor Scheme shall be given in writing and shall be deemed to have been duly given if it is delivered by hand, or sent by courier, post, fax or email, to:
 - (a) in the case of a Subsidiary Guarantor,
 - (i) by courier or post to Gareth Williams, Countrywide plc, 17 Duke Street, Chelmsford, Essex, CM1 1HP;
 - (ii) by fax to Gareth Williams, Countrywide plc, Fax No. 01245 294028; and
 - (iii) by email to Gareth Williams: gareth.williams@countrywideplc.co.uk;
 - (b) in the case of a Guarantor Scheme Creditor, its last known address according to the relevant Subsidiary Guarantor; and
 - (c) in the case of any other person, any address set forth for that person in any agreement entered into in connection with the relevant Guarantor Scheme or the last known address according to the relevant Subsidiary Guarantor, or by fax to its last known fax number according to the relevant Subsidiary Guarantor.
11. Any notice or other written communication to be given under any Guarantor Scheme shall be deemed to have been served:
 - (a) if delivered by hand or courier, on the first Business Day following delivery;
 - (b) if sent by post, on the second Business Day after posting if the recipient is in the country of dispatch, otherwise on the seventh Business Day after posting; and
 - (c) if by fax or email, on the Business Day sent.
12. In proving service, it shall be sufficient proof, in the case of a notice sent by post, that the envelope was properly stamped, addressed and placed in the post.
13. The accidental omission to send any notice, written communication or other document in accordance with clauses 10 to 12 of this Part F or the non-receipt of any such notice by any Guarantor Scheme Creditor, shall not affect the provisions of the relevant Guarantor Scheme.
14. No Subsidiary Guarantor shall be responsible for any loss or delay in the transmission of any notices, other documents or payments posted by or to any of its Guarantor Scheme Creditors which shall be posted at the risk of such Guarantor Scheme Creditors.

Exercise of Discretion

15. When under any provision of each Guarantor Scheme a matter is to be determined by the relevant Subsidiary Guarantor, then it will have discretion to interpret such matter under such Guarantor Scheme in a manner that it considers fair and reasonable, and its decisions, insofar as permitted by law, will be binding on all concerned. Each Subsidiary Guarantor may consent to any modification of the relevant Guarantor Scheme on behalf of its creditors which the Court may think fit to approve or impose.

Governing Law and Jurisdiction

16. On and from the Effective Date, the operative terms of each Guarantor Scheme and any non-contractual obligation arising out of or in connection with each Guarantor Scheme shall be governed by, and construed in accordance with, the laws of England and Wales and the Guarantor Scheme Creditors hereby agree that the English courts shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which arises out of or is connected with the terms of each Guarantor Scheme or its implementation or out of any action taken or omitted to be taken under each Guarantor Scheme or in connection with the administration of each Guarantor Scheme and for such purposes, the Guarantor Scheme Creditors irrevocably submit to the jurisdiction of the English courts, provided, however, that nothing in this clause shall affect the validity of other provisions determining governing law and jurisdiction as between each Subsidiary Guarantor and any of its Guarantor Scheme Creditors, whether contained in any contract or otherwise.
17. The terms of each Guarantor Scheme and the obligations imposed on the relevant Subsidiary Guarantor, Castle 4 and the Castle Companies hereunder shall take effect subject to any prohibition or condition imposed by any applicable law.

SCHEDULE 1

FORM OF DEED OF RELEASE

THIS DEED is made the [●] day of [●] 2009

BY:

- (1) **CASTLE HOLDCO 4, Ltd.**, an exempted company incorporated with limited liability and registered under the laws of the Cayman Islands with registered number 182043 and having its registered office at the offices of Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9002, Cayman Islands ("Castle 4");
- (2) **CASTLE HOLDCO 3, Ltd.**, an exempted company incorporated in the Cayman Islands under registered number 182044 and having its registered office at the offices of Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9002, Cayman Islands ("Castle 3");
- (3) **THE SUBSIDIARY GUARANTORS** as defined herein acting by Countrywide plc pursuant to the authority conferred upon Countrywide plc by the Subsidiary Guarantors under Clause 7 of Part F of each of the Guarantor Schemes, as defined herein; and
- (4) **THE GUARANTOR SCHEME CREDITORS** as defined herein acting by Countrywide plc pursuant to the authority conferred upon Countrywide plc by the Scheme Creditors under Clause 7 of Part F of each of the Guarantor Schemes, as defined herein.

WHEREAS:

- (A) Under the terms of each of the Guarantor Schemes, each Guarantor Scheme Creditor and each Subsidiary Guarantor has authorised Countrywide plc to enter into and execute and deliver this Deed on its behalf.
- (B) The parties hereto have agreed to enter into and execute and deliver this Deed on the terms set out below pursuant to the terms of each of the Guarantor Schemes.

NOW IT IS AGREED as follows:

1. INTERPRETATION

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

"Directors and Former Directors"	means any person who is a director of Castle 3, Castle 4 or any of the Subsidiary Guarantors, or who has been such a director, <ol style="list-style-type: none">(a) in respect of Castle 3 or Castle 4, at any time since 12 February 2007; and(b) in respect of any of the Subsidiary Guarantors, at any time since [●] 2007; and
"Guarantor Schemes"	means the schemes of arrangement entered into between each of the Subsidiary Guarantors and the Guarantor Scheme Creditors under section 895 of the Companies Act and sanctioned by the Court on [●].

- 1.2 In this Deed, unless the context otherwise requires or expressly provides:

- (A) words and expressions used in this Deed shall have the meanings given to them in the Guarantor Schemes;
- (B) references to any clause, without further designation, unless the context otherwise requires, shall be construed as a reference to the clause of this Deed so numbered;
- (C) section headings and the front cover of this Deed are for convenience only and shall not be taken into account in the interpretation of this Deed;
- (D) reference to any act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of this Deed and any former statutory provision replaced (with or without modification) by the provision referred to;

- (E) words importing the plural shall include the singular and vice versa; and
- (F) reference to a person includes a reference to any body corporate, unincorporated association or partnership and to that person's legal personal representatives or successors.

2. WAIVER, RELEASE AND CONFIRMATION

- 2.1 Pursuant to the Guarantor Schemes, the Guarantor Scheme Creditors (on their own behalf and on behalf of any person to whom they may have transferred Senior Notes or FRNs after the Record Time) and, other than in respect of itself, each of Castle 4 and the Subsidiary Guarantors hereby irrevocably and unconditionally waive, in each case to the fullest extent permitted as a matter of law, each and every Claim which they or any of them have or may have against any or all of:

- (A) Castle 3;
- (B) Castle 4;
- (C) the Subsidiary Guarantors; and
- (D) the Directors and Former Directors,

in relation to or arising out of or being in any way connected with the FRNs, the Senior Notes, the Hedging Liabilities, the FRN Indenture, the Senior Notes Indenture, the Security Documents, the Inter-Company Liabilities or any Guarantor Scheme Claims and/or the implementation of the Castle 4 Schemes or any of the Guarantor Schemes, provided that the foregoing shall not prejudice or impair any other right of any party to this deed created under the Castle 4 Schemes or any of the Guarantor Schemes.

- 2.2 Pursuant to the Guarantor Schemes, the Guarantor Scheme Creditors (on their own behalf and on behalf of any person to whom they may have transferred Senior Notes or FRNs after the Record Time) and, other than in respect of themselves, Castle 4 and the Subsidiary Guarantors hereby irrevocably and unconditionally release, in each case to the fullest extent permitted as a matter of law, each and all of:

- (A) Castle 3;
- (B) Castle 4;
- (C) the Subsidiary Guarantors; and
- (D) the Directors and Former Directors,

from each and every Liability which they or any of them may have to Castle 4, a Subsidiary Guarantor or a Guarantor Scheme Creditor or any person to whom a Guarantor Scheme Creditor may have transferred Senior Notes or FRNs after the Record Time, in relation to or arising out of or being in any way connected with the FRNs, the Senior Notes, the Hedging Liabilities, the FRN Indenture, the Senior Notes Indenture, the Security Documents, the Inter-Company Liabilities or any Guarantor Scheme Claims and/or the implementation of the Castle 4 Schemes or any of the Guarantor Schemes, provided that the foregoing shall not prejudice or impair any other right of any party to this deed created under the Castle 4 Schemes or any of the Guarantor Schemes.

3. FURTHER ASSURANCE

Each party shall at its own cost do and execute or procure to be done and executed all necessary acts, deeds, documents and things reasonably within its power to give effect to this Deed.

4. CONFLICT

This Deed is expressly intended to supplement the obligations set out in the Guarantor Schemes in relation to the releases to be given thereunder. If at any time there shall be any conflict between the provisions of this Deed and the provisions of the Guarantor Schemes, the provisions of this Deed shall prevail.

5. THIRD PARTIES

Subject to the Directors and Former Directors being able to enforce the terms of this Deed, a person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

6. COUNTERPARTS

This Deed may be executed in two or more counterparts each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

7. GOVERNING LAW

This Deed and any non-contractual obligations arising under or in connection with this Deed is governed by and is to be construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Deed is to be governed by and construed in accordance with English law.

IN WITNESS of which this Deed has been duly executed and delivered on the date first appearing on this Deed.

Signed as a deed by)		
Castle Holdco 4, Ltd. acting by)		
[name] who, in accordance with the)		
laws of the territory in which)	_____	Authorised signatory
Castle Holdco 4, Ltd. is incorporated)		
is acting under the authority of)		
Castle Holdco 4, Ltd.)		

Signed as a deed by)		
Castle Holdco 3, Ltd. acting by)		
[name] who, in accordance with the)		
laws of the territory in which)	_____	Authorised signatory
Castle Holdco 3, Ltd. is incorporated)		
is acting under the authority of)		
Castle Holdco 3, Ltd.)		

Signed as a deed by)		
Countrywide plc)		
acting by a director and its)	_____	Director
secretary/two directors,)		
as duly appointed agent on behalf of)		
and under the authority granted to it)		
by each)	_____	Director/Secretary
Guarantor Scheme Creditor)		

Signed as a deed by)		
Country wide plc)		
acting by a director and its)	_____	Director
secretary/two directors,)		
as duly appointed agent on behalf of)		
and under the authority granted to it)		
by each)	_____	Director/Secretary
Subsidiary Guarantor)		

No. 12011 of 2009

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

The Hon. Mr Justice Henderson

**IN THE MATTER OF
BALANUS LIMITED**

-and-

**IN THE MATTER OF THE
COMPANIES ACT 2006**

**ORDER SANCTIONING
SCHEME OF ARRANGEMENT**

Slaughter and May
One Bunhill Row
London EC1Y 8YY
Tel: 0207 600 1200
Fax: 0207 7090 5000
Ref: JCC/CDC

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