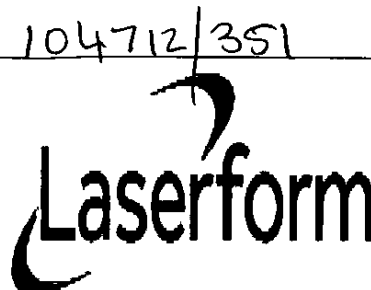


MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.co

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge which is not
an instrument. Use form MR01



A05 *A4F518G3* #129
03/09/2015
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 6 2 3 5 5 9 3

Company name in full Ballymore Properties (Thames Royal) Limited

6 For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 d 6 m 0 m 8 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name National Asset Loan Management Limited

(company no 480246, registered in Ireland)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

guarantee to pay and discharge on demand the Obligations of each Principal on the occurrence of the Enforcement Date (capitalised terms as defined in the instrument)

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

DLA Piper UK Ltd

X

This form must be signed by a person with an interest in the charge

MR01**Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name Karen Hird

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Ref: KH/327189/120730

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

02



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6235593

Charge code: 0623 5593 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th August 2015 and created by BALLYMORE PROPERTIES (THAMES ROYAL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd September 2015


Given at Companies House, Cardiff on 8th September 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

 DLA PIPER
WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL
DATE.....26/8/2015.....
SIGNED.....*[Signature]*.....
DLA PIPER UK LLP DLA Piper UK LLP

DATED 26 AUGUST

2015

(1) THE MEMBERS OF THE BALLYMORE GROUP SPECIFIED IN SCHEDULE 1

- and -

(2) NATIONAL ASSET LOAN MANAGEMENT LIMITED

**GUARANTEE AND
INDEMNITY IN RESPECT OF
THE MEMBERS OF THE
BALLYMORE GROUP**

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THIS GUARANTEE AND INDEMNITY is made on

2015

BETWEEN:

- (1) **THE MEMBERS OF THE BALLYMORE GROUP SPECIFIED IN SCHEDULE 1**, (together the "**Original Guarantors**" and any one an "**Original Guarantor**"), and
- (2) **NATIONAL ASSET LOAN MANAGEMENT LIMITED**, having company number 480246 and having its principal place of business at Treasury Building, Grand Canal Street, Dublin 2 as trustee for itself and the other Secured Parties (in this capacity the "**Security Agent**")

BACKGROUND:

- A The Principals are now or may from time to time after the date of this Deed become indebted whether as principal, surety or otherwise to the Secured Parties. It has been agreed between the Guarantors and the Secured Parties that all such indebtedness shall be secured, inter alia, by a guarantee and indemnity from the Guarantors in favour of the Security Agent as trustee for the Secured Parties

IT IS AGREED:

1. INTERPRETATION

- 1.1 In this Deed (including its Recitals) unless the context otherwise requires

"**Accession Deed**" means a deed substantially in the form set out in schedule 3 (*Accession Deed*),

"**Additional Guarantor**" means a person which has become an Additional Guarantor in accordance with clause 34 (*Admission of Additional Guarantors*),

"**Additional Principal**" means any person who is designated as being included in the expression the "**Principal**" in accordance with clause 35 (*Additional Principals*),

"**Additional Principal Deed**" means a deed in the form set out in Schedule 5 (with such amendments thereto as the Security Agent may agree) by which a person who is not already named in schedule 2 as being included in the expression the "**Principal**" may become an Additional Principal in accordance with clause 35 (*Additional Principals*),

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"**Base Reference Bank**" means in relation to LIBOR, the principle London offices of ♦ or such other banks as may be appointed by the Security Agent,

"**Business Day**" means a day (other than a Saturday or a Sunday or public holiday) on which banks are open for general business in London,

"**CMA**" means the connection management agreement dated 10 December 2012 entered into between the Connection Obligors (as defined therein) and National Asset Loan Management Limited as Lender, Agent and Security Agent, as amended and restated pursuant to an amendment and restatement agreement entered into on or around the date hereof,

"Connection Finance Documents" has the meaning given to that term in the CMA,

"CTA" means the Corporation Tax Act 2009,

"Default Rate" means the rate per annum specified in condition 3.3 of the Facility Agreements,

"Enforcement Date" means the date on which

- (a) an Event of Default has occurred so long as it is continuing, or
- (b) any of the Guaranteed Obligations are not paid and/or discharged in accordance with the terms of the Finance Documents,

"Facilities" means the loan facilities made or to be made available under the Facility Agreements,

"Facility Agreements" means

- (a) the facility agreements specified in schedule 9,
- (b) all other agreements that any Original Guarantor and the Security Agent may designate in writing as a "Facility Agreement" for the purposes of this Deed,

and **"Facility Agreement"** means any of them,

"Finance Documents" means

- (a) the Connection Finance Documents,
- (b) the Facility Agreements,
- (c) all other documents that are defined as Finance Documents by a Facility Agreement, and
- (d) all other documents that any Guarantor (or the Parent on its behalf) and the Security Agent may designate in writing as a Finance Document for the purposes of this Deed,

and **"Finance Document"** means any of such agreements,

"Group" means the Parent and its Subsidiaries for the time being,

"Guaranteed Obligations" means all monies, obligations and liabilities covenanted and agreed to be paid, observed, performed and discharged by the Guarantors under clause 2 (*Guarantee and Indemnity*),

"Guarantor" means an Original Guarantor or an Additional Guarantor unless it has been released by the Security Agent or any other Secured Party,

"Interest Period" means each period determined in accordance with the Facility Agreements,

"ITA" means the Income Tax Act 2007,

"Legal Reservations" means

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors,
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim,
- (c) the limitation of the enforcement of the terms of the leases of real property by laws of general application to those leases,
- (d) similar principles, rights and defences under the laws of any Relevant Jurisdiction, and
- (e) any other matters which are set out as qualifications or reservations as to matters of general application in any legal opinions supplied to the Agent as a condition precedent under this Deed,

"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1894,

"Material Adverse Effect" has the meaning given to it in the Facility Agreements,

"Obligations" means, in relation to any Principal, all monies, obligations and liabilities (including, without limitation, in respect of principal, interest, discount, commission, fees and expenses) which now are or at any time hereafter may be or become due, owing or incurred by that Principal to the Secured Parties or any of them under, pursuant to, or in connection with the Finance Documents

- (a) whether actually or contingently, and
- (b) whether alone or jointly or jointly and severally with any other person(s), and
- (c) in whatever style or name, and
- (d) in whatever currency denominated, and
- (e) whether as principal or surety or in some other capacity, and
- (f) whether originally due, owing or incurred to the Secured Parties or to some other person(s),

and where the context so permits any reference to the "Obligations" includes a reference to any of them,

"Parent" means Ballymore Holdings and Investments Limited, a company incorporated under the laws of Jersey with limited liability and having registered number 90193,

"Party" means a party to this Deed,

"**Principals**" means the persons named in schedule 2 to this Deed and all Additional Guarantors and "Principal" means any of them and the term "Principals" shall, where the context so admits or requires, include any one or more of such persons,

"**Qualifying Lender**" means

- (a) a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is
 - (i) a Lender
 - (A) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA, or
 - (B) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance, or
 - (ii) a Lender which is
 - (A) a company resident in the United Kingdom for United Kingdom tax purposes,
 - (B) a partnership each member of which is
 - (a) a company so resident in the United Kingdom, or
 - (b) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA,
 - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company, or

(b) a Treaty Lender, or

(c) a Lender which is a building society (as defined for the purpose of section 880 of the ITA) making an advance under a Finance Document,

"Relevant Jurisdiction" means, in relation to any Guarantor or any Principal, as the case may be

(a) its jurisdiction of incorporation, and

(b) any jurisdiction where it conducts its business,

"Secured Parties" means the Security Agent and each Agent, Lender, Finance Party or Secured Party each as defined in the Finance Documents and **"Secured Party"** means any of them,

"Security" includes

(a) a charge or mortgage,

(b) a guarantee, indemnity or surety,

(c) a right of set-off,

(d) a debenture,

(e) a bill of exchange,

(f) a promissory note,

(g) collateral,

(h) any other means of securing,

(i) the payment of a debt, or

(ii) or the discharge or performance of an obligation or liability, and

(i) any other agreement or arrangement having a similar effect,

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Subordination Agreement" means the subordination agreement entered into between the Security Trustee and Guarantors and others dated on or about 10 December 2012,

"Subsidiary" shall be construed as a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,

"Tax" means any tax, levy, deposit, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay (in paying the same)),

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Finance Document,

"Treaty Lender" means a Lender which

- (a) is treated as a resident of a Treaty State for the purposes of the Treaty, and
- (b) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected.

"Treaty State" means a jurisdiction having a double taxation agreement (a "Treaty") with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest, and

"VAT" means value added tax as provided for in the Value Added Act 1994 and any Tax which may be levied in accordance with Directive 2006/112/EC whether in England or Wales or elsewhere and any other tax of a similar nature

1 2 Unless a contrary indication appears, a reference in this Deed to

1 2 1 an "agreement" includes any agreement, arrangement, instrument, contract or deed (in each case whether oral or written),

1 2 2 an "amendment" includes a supplement, novation or re-enactment and "amended" shall be construed accordingly,

1 2 3 "assets" includes present and future assets, properties, revenues and rights of every description,

1 2 4 a company means

1 2 4 1 a company within the meaning of the Companies Acts

1 2 4 2 a body established under the laws of a state other than the State and corresponding to a body referred to in paragraph 1 2 4 1,

1 2 5 "**Companies Acts**" means the Companies Act 2006 of England and Wales and every statutory modification and re-enactment thereof for the time being in force,

1 2 6 "**this Deed**" means this Guarantee and Indemnity,

1 2 7 the "**Facility Agreements**", a "Finance Document" or any other agreement is a reference to the Facility Agreements, Finance Document or other agreement as amended, extended, supplemented, novated or restated,

1 2 8 a "**filing**" includes any filing, registration, recording or notice and "filed" shall be construed accordingly,

1 2 9 any "**Guarantor**", the "Security Agent", any "Secured Party", any "Principal", any "Party" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees,

- 1 2 10 **"including"** means including without limitation and "includes" and "included" shall be construed accordingly,
- 1 2 11 **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,
- 1 2 12 **"insolvency"** includes insolvency, winding-up, dissolution, examinership, the granting of court protection, administration, liquidation, bankruptcy, composition or arrangement and other similar events under the laws of any jurisdiction,
- 1 2 13 **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "loss" shall be construed accordingly,
- 1 2 14 a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- 1 2 15 a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- 1 2 16 a provision of law is a reference to that provision as amended, and
- 1 2 17 a time of day is a reference to London time
- 1 3 Words in the singular shall include the plural and vice versa
- 1 4 Clause and Schedule headings are for ease of reference only
- 1 5 Unless a contrary indication appears, a term used and defined in the Facility Agreements that is not defined in this Deed has the same meaning in this Deed as in the Facility Agreements
- 1 6 It is intended that this document takes effect as a deed on the execution and delivery hereof notwithstanding the fact that the Security Agent may only execute this document under hand
- 1 7 If an amount paid to any Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the insolvency of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- 1 8 Reference to this Deed and any provision of this Deed or any other documents or agreement, are to be construed as reference to this Deed, those provisions or that document or agreement in force for the time being and as amended, varied, supplemented, substituted or novated from time to time
- 1 9 References to liability are to include any liability whether actual, contingent, present or future
- 1 10 Any reference to a statute (whether specifically named or not) or to any sections or sub-sections of a statute includes any amendments or re-enactments of that statute for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws,

certificates, permissions and plans for the time being made, issued or given under or deriving validity from such statute

- 1 11 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed

2. GUARANTEE AND INDEMNITY

- 2 1 Each Guarantor hereby irrevocably and unconditionally jointly and severally

2 1 1 guarantees to the Security Agent as trustee for the Secured Parties to pay and discharge on demand the Obligations of each Principal on the occurrence of the Enforcement Date,

2 1 2 undertakes with the Security Agent as trustee for the Secured Parties that whenever any Principal does not pay or discharge all or any part of such Principal's Obligations, on the occurrence of the Enforcement Date, the Guarantor shall immediately on demand pay that amount and/or discharge those Obligations as if it was the principal obligor, and

2 1 3 indemnifies and agrees to keep indemnified the Security Agent and each of the other Secured Parties immediately on demand against any losses

2 1 3 1 suffered by the Security Agent or any other Secured Party if any obligation guaranteed by it is or becomes unenforceable, illegal or invalid for any reason whatsoever irrespective of whether such reason was or ought to have been known to the Security Agent or any other Secured Party or their respective officers, employees, agents or professional advisers. The amount of the loss shall be equal to the amount that the Security Agent or any other Secured Party would otherwise have been entitled to recover, or

2 1 3 2 which may be incurred or suffered by the Security Agent or any other Secured Party as a result of the breach of any covenant, undertaking or agreement on the part of the Guarantors contained in this Deed or in any of the Finance Documents or any representation or warranty by any Guarantor contained in this Deed or in any of the Finance Documents being or proving at any time to be incorrect or untrue when made or deemed to be made, and

2 1 3 3 which may be suffered by the Security Agent or any other Secured Party under or in connection with this Deed

- 2 2 The Guaranteed Obligations include in the case of insolvency of any Principal, all Obligations which would have been owing or incurred to the Secured Parties by that Principal if such insolvency had commenced at the time when the Security Agent or any other Secured Party received actual notice thereof and notwithstanding such insolvency

- 2 3 The liability of the Guarantors under this Deed shall be as sole and primary obligors and not merely as sureties and each Guarantor hereby waives all and any of its rights as surety which may at any time be inconsistent with any of the provisions of this Deed

3. INTEREST

Each Guarantor shall pay interest at the Default Rate (as well after as before judgment) on any amount for the time being due from that Guarantor under this Deed from the date of a demand for payment under this Deed until payment in full. Interest payable under this clause shall be compounded with rests on such days as the Security Agent shall from time to time decide but without prejudice to the right of the Security Agent or any of the Secured Parties to require payment of such interest when due.

4. CONTINUING SECURITY

4.1 Subject to the provisions of clause 29, each Guarantor acknowledges that this Deed is a continuing security for each Principal's Obligations and shall not be discharged by any intermediate discharge or payment of or on account (in whole or in part) of the Guaranteed Obligations or any of them or any settlement of accounts between the Security Agent or any Secured Party and any Principal or any other person. No demand made under this Deed on a Guarantor shall prejudice or restrict the right of the Security Agent or any other Secured Party to make further demands.

4.2 If this Deed ceases for any reason to be a continuing security, this Deed shall relate to all the Guaranteed Obligations as at the date of such cessation, together with

4.2.1 the amounts of all cheques, orders or drafts signed, bills accepted, promissory notes made and negotiable instruments drawn for the account of the Principals on any Secured Party or its agent(s) and purporting to be dated on or before such date even though presented at a later date, and

4.2.2 all monies advanced by a Secured Party to any Principal and all liabilities incurred by any Principal to the Secured Parties after the date of such cessation in either case pursuant to an obligation or commitment of the Secured Parties entered into prior to the date of such cessation.

4.3 Each Guarantor acknowledges and agrees that

4.3.1 this Deed is irrevocable, and

4.3.2 it will not serve notice or take any other action to determine or revoke that Guarantor's obligations under this Deed as a continuing security, and

4.3.3 service of notice by that Guarantor to determine or revoke that Guarantor's obligations under this Deed or any other action taken to determine or revoke those obligations shall constitute a breach of the undertakings in this Deed for the purposes of clause 2.1.1.

5. WAIVER OF DEFENCES

The obligations of each Guarantor under this Deed will not be affected by any act, omission, matter or thing which, but for this Deed, would reduce, release, prejudice or diminish any of its obligations under this Deed or prejudice or diminish those obligations in whole or in part (whether or not known to it, the Security Agent or any other Secured Party) including

5.1 any time, waiver, consent, indulgence or concession granted to, or composition with any Principal, any Guarantor or any other person, or

- 5 2 the release of any Principal, any Guarantor or any other person under the terms of any composition or arrangement with any creditor of that Principal, that Guarantor or other person, or
- 5 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Principal, any Guarantor, or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security, or
- 5 4 the issuing, confirming, renewing, determining, varying or increasing any negotiable instrument in any manner whatsoever, or
- 5 5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status or constitution of any Principal, any Guarantor or any other person, or
- 5 6 any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case, however fundamental and of whatsoever nature) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security, or
- 5 7 any unenforceability, illegality, invalidity or non-provability of the Obligations of any Principal or any indebtedness or obligation of the Principals or any of them or any person under any document or security or the failure by any Principal to enter into or be bound by any Finance Document, or
- 5 8 any insolvency or similar proceedings in respect of any person, including the Principals and/or any Guarantor in any Relevant Jurisdiction, or
- 5 9 any merger or amalgamation (however effected) relating to any Principal, any Guarantor or any other person, or
- 5 10 any judgment obtained against any Principal, or
- 5 11 any other act, event or omission which but for this provision would or might operate to impair, discharge or otherwise affect the obligations of the Guarantors under this Deed

6. GUARANTOR INTENT

Without prejudice to the generality of clause 5 (*Waiver of Defences*), each Guarantor expressly confirms that it intends that this Deed shall extend from time to time to any variation, increase, extension or addition (however fundamental and of whatsoever nature and whether or not more onerous) of or to any Facility Agreement or Finance Document including for the purposes of or in connection with any of the following acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

7. REINSTATEMENT

If any payment by a Principal or a Guarantor or any discharge, release or settlement given by the Security Agent or any other Secured Party (whether in respect of the obligations of any Principal or any Guarantor or any security for those obligations or otherwise) is avoided, adjusted or reduced as a result of insolvency

- 7 1 the liability of each Guarantor shall continue as if the payment, discharge, release, settlement, avoidance, adjustment or reduction had not occurred,
- 7 2 the Security Agent or any other Secured Party shall be entitled to recover the value or amount of that security or payment from each Guarantor, as if the payment, discharge, release, settlement, avoidance, adjustment or reduction had not occurred, and
- 7 3 the Security Agent as trustee for the Secured Parties shall be entitled to enforce this Deed subsequently as if such payment, discharge, release, settlement, avoidance, adjustment or reduction had not occurred and any such payment had not been made

8 APPROPRIATIONS AND SUSPENSE ACCOUNT

8 1 Right of appropriation

8 1 1 All monies received or recovered by the Lender (or any trustee or agent acting on its behalf) from any of the Principals or the Guarantors or any other person in respect of the Guaranteed Obligations may be applied by the Lender (or any trustee or agent acting on its behalf) to reduce any part of the Guaranteed Obligations or as it sees fit or in accordance with clause 13 1

8 1 2 Any such appropriation shall override any appropriation by the Principals

9. PAYMENTS

- 9 1 All payments by each Guarantor under this Deed shall be made to the Security Agent to its account at such office or such bank as it may notify to the Guarantors or the Parent for this purpose
- 9 2 Payments under this Deed to the Security Agent shall be made for value on the due date at such times and in such funds specified by the Security Agent as being customary at the time for the settlement of transactions in the relevant currency in the place for payment
- 9 3 If a payment under this Deed is due on a day which is not a Business Day, the due date for that payment shall instead be the next Business Day in the same calendar month (if there is one or the preceding Business Day (if there is not))
- 9 4 Save as may be required by law, each Guarantor will pay all monies due under this Deed free and clear of and without deduction for or on account of any set-off or counterclaim or any and all present or future taxes, levies, imposts, charges, fees, deductions or withholdings. If any sums payable under this Deed shall be or become subject to any such deduction or withholding, the amount of such payments shall be increased so that the net amount received by the Security Agent shall equal the amount which, but for such deduction or withholding, would have been received by the Security Agent under this Deed
- 9 5 If any payment to be made by a Guarantor under this Deed would attract a liability to tax in the hands of the Security Agent and if such payment were made by the Principals it would in

the hands of the Security Agent either be tax free or attract a lesser liability to tax, then that Guarantor will concurrently pay to the Security Agent such additional amount as will compensate the Security Agent for such tax or increased tax

- 9 6 If any Guarantor is required to make any payment to the Security Agent pursuant to either clause 9 4 and/or clause 9 5 and the Security Agent subsequently receives or utilises a refund or tax credit equal to the amount of the increased payment made by a Guarantor hereunder then the Security Agent shall pay or repay an amount to that Guarantor which will leave that Guarantor (after that payment or repayment) in the same position as it would have been in had the increased payment not have been required to be made to that Guarantor
- 9 7 A Guarantor is not required to make an increased payment under clause 9 4 for a Tax Deduction on account of Tax imposed by the United Kingdom if on the date on which the payment falls due
- 9 7 1 the payment could have been made to the relevant Secured Party without a Tax Deduction if it was a Qualifying Lender but, on that date, the Secured Party is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Secured Party under this Deed in (or in the interpretation, administration, or application of) any law or Tax Treaty, or any published practice or concession of any relevant tax authority, or
- 9 7 2 the relevant Secured Party is a Treaty Lender and the Guarantor is able to demonstrate that the payment could have been made to the Secured Party without the Tax Deduction had that Secured Party co-operated in completing any procedural formalities necessary for that Guarantor to obtain authorisation to make that payment without a Tax Deduction

10. SET-OFF

- 10 1 Each Guarantor hereby agrees that each Secured Party may at any time without notice and notwithstanding any settlement of account or other matter whatsoever
- 10 1 1 set-off any matured obligation due from a Guarantor under this Deed or under any of the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party, regardless of the origin of such obligations, place of payment, booking, branch or currency of either obligation, and/or
- 10 1 2 combine or consolidate all or any of that Guarantor's then existing accounts wheresoever located (including accounts in the name of that Secured Party or of that Guarantor jointly with others) whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and/or
- 10 1 3 set-off or transfer any sum standing to the credit of any one or more such accounts referred to at sub-clause 10 1 2 in or towards the satisfaction of any monies owing to that Secured Party or obligations or liabilities of any Guarantor to that Secured Party, whether such liabilities be present, future, actual, primary or collateral, several or joint or matured
- 10 2 Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange of the

relevant Secured Party (as conclusively determined by that Secured Party) for purchasing the currency required with the other currency

11. NEW ACCOUNTS

If this Deed is determined or a demand is made on a Guarantor under this Deed or if for any reason whatsoever this Deed ceases to be binding as a continuing security on any Guarantor, each Secured Party may in its discretion open a fresh account or accounts for any of the Principals. If a Secured Party does not open a new account, it will nevertheless be deemed to have done so at the time of determination of or of the making of the demand under this Deed or this Deed ceasing to be binding as a continuing security. As from that time, all payments made to or for the account of any of the Principals shall be credited or will be deemed to be credited to the new account and will not operate to reduce the amount for which this Deed is available as security at that time.

12. RECEIPTS

Each Guarantor agrees that any dividends or payments received by or on behalf of any Secured Party in respect of the Guaranteed Obligations in any insolvency shall, for the purposes of this Deed be taken to discharge those obligations only to the extent of the actual amount so received.

13. POWERS OF THE SECURITY AGENT AND THE SECURED PARTIES

- 13.1 Until the Guaranteed Obligations have been irrevocably paid and discharged in full and the Secured Parties are not under any obligation to grant or continue any loans, advances or other facilities to any Principal, each Secured Party may

13.1.1 refrain from applying or enforcing any other monies, security or rights held or received by that Secured Party in respect of the Guaranteed Obligations, or apply and enforce the same in such manner and order as it sees fit (whether against the Guaranteed Obligations or otherwise) and no Guarantor shall be entitled to the benefit of the same, and

13.1.2 hold in an interest-bearing suspense account any monies received from any Guarantor or on account of any Guarantor's liability under this Deed

- 13.2 In the event of any proceedings in or analogous to insolvency of or concerning any Principal, the Security Agent and the other Secured Parties may notwithstanding any payment made under this Deed approve and agree to accept any dividend or composition in respect of the whole or any part of that Principal's Obligations in the same manner as if this Deed had not been given

- 13.3 The Security Agent as trustee for itself and the other Secured Parties shall be entitled to retain this Deed and any security held for the liability of any Guarantor under this Deed after as well as before payment or discharge of the Guaranteed Obligations under this Deed for such period as the Security Agent as trustee for itself and the Secured Parties may determine

14. IMMEDIATE RECOURSE

- 14.1 Each Guarantor waives any right it may have of first requiring the Security Agent or any other Secured Party to make demand upon, proceed against or enforce any other rights or security or claim payment from or make or file any proof or claim in any insolvency proceedings relative to any other Guarantor, any Principal or any other person before

claiming from that Guarantor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

- 14.2 Each Guarantor confirms to each Secured Party that it need not advise that Guarantor or any other person of its dealings with the Principals or any default by any Principal of which any Secured Party may have notice.

15. DEFERRAL OF GUARANTORS' RIGHTS

- 15.1 Until the Guaranteed Obligations have been irrevocably paid and discharged in full the Secured Parties are not under any obligation to grant or continue any loans, advances or other banking facilities to the Principals and unless the Secured Parties otherwise direct, no Guarantor may exercise any rights which it may have to

15.1.1 demand or accept repayment in whole or in part of any indebtedness now or hereafter due to the Guarantors from the Principals or any of them or from any other person liable for that indebtedness save in respect of sums owing in respect of goods or services provided by a Guarantor to a Principal in the ordinary course of business on commercial terms or Permitted Financial Indebtedness to the extent not otherwise subordinated,

15.1.2 accept from the Principals either directly or indirectly any undertaking, obligation or security whereby any Guarantor or any person claiming through such Guarantor by endorsement, assignment or otherwise would or might on the liquidation of the Principals and to the prejudice of the Security Agent or any other Secured Party increase the proofs in such liquidation or diminish the assets distributable amongst the creditors of the Principals,

15.1.3 make or enforce any claim (whether by way of set-off, counterclaim or otherwise) or right against any Principal or prove in competition with the Security Agent or any other Secured Party in respect of any payment under this Deed made by that Guarantor,

15.1.4 claim or be entitled to claim, or have the benefit of, any set-off, counterclaim or proof against, or dividend, composition or payment by, the Principals or any co-guarantor in respect of any payment under this Deed made by that Guarantor,

15.1.5 claim or prove in competition with the Security Agent or any other Secured Party in the insolvency of any Principal or any co-guarantor or have the benefit of or share in any payment or composition from the same but if so directed by the Security Agent or any other Secured Party, it will prove for the whole or any part of its claim in the insolvency of any Principal on terms that the benefit of such proof and all money received by it in respect thereof shall be held on trust for the Security Agent or each other Secured Party and applied in or toward discharge of the Guaranteed Obligations in such manner as the Security Agent and any other Secured Party shall deem appropriate,

15.1.6 be indemnified or reimbursed by any Principal or any other Guarantor,

15.1.7 claim or enforce any contribution from any other guarantor of all or part of the Guaranteed Obligations, and/or

15.1.8 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent or any other Secured Party under

any document guarantee or security taken pursuant to, or in connection with, any Principal's Obligations by the Security Agent or any other Secured Party

- 15 2 If a Guarantor receives any benefit, payment or distribution in relation to the rights specified in clause 15 1 it shall hold on trust for the Security Agent as trustee for the Secured Parties that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to by the Principals under or in connection with the Guaranteed Obligations to be repaid in full and shall immediately pay or transfer the same to the Security Agent or as the Security Agent may direct
- 15 3 Each Guarantor waives all or any of its rights as surety which may be inconsistent with any provisions of this Deed
- 15 4 The provisions of clause 15 2 stating that a trust is created shall have effect only to the extent that such provisions do not constitute or create any charge and if they are so deemed to create a charge then the Guarantors agree that a debt instead shall be due from them to the Security Agent and each Secured Party in an amount equivalent to the benefit, payment or distribution received by it as referred to in clause 15 2

16. ADDITIONAL SECURITY

This Deed is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any other guarantee or security for the Guaranteed Obligations or any of them which are now or may hereafter be held by the Security Agent or any other Secured Party whether from the Guarantors or otherwise

17. CURRENCY CONVERSIONS

- 17 1 The liability of each Guarantor under this Deed shall be to pay the Security Agent as trustee for the Secured Parties the full amount of the Guaranteed Obligations in each currency in which they are for the time being denominated provided that if and to the extent that any Guarantor shall not pay such amount in such currency the Security Agent may, by exercising its sole discretion accept payment of all or part of such amount in any other currency and/or require that Guarantor, in substitution for its liability to pay such amount in such currency, to pay an amount in sterling which is equivalent to the amount of such currency remaining unpaid (and in either case the provisions of clause 17 3 shall apply)
- 17 2 For the purpose of, or pending the discharge of, any of the Guaranteed Obligations, the Security Agent may convert any monies received, recovered or realised by the Security Agent under this Deed (including the proceeds of any previous conversion under this clause 17) from their existing currencies of denomination into such other currencies of denomination as the Security Agent may think fit (and the provisions of clause 17 3 shall apply) Each reference in this clause 17 2 to a currency extends to funds of that currency
- 17 3 The equivalent on any day in one currency of any amount denominated in another currency shall be an amount in the first currency equal to the amount which the Security Agent would have received if the Security Agent had on such day (or, if such day shall not be a Business Day, on the next succeeding Business Day) made a purchase of the first currency with such amount of such other currency at the then prevailing spot rate of exchange of the Security Agent less all costs, charges and expenses incurred by the Security Agent as trustee for the Secured Parties in connection with such a purchase Each Guarantor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than that in which it is expressed to be payable

18. REPRESENTATIONS AND WARRANTIES

- 18 1 Each Guarantor makes the representations and warranties set out in schedule 7 to the Security Agent and each other Secured Party on the date of this Deed and acknowledges that the Security Agent and each other Secured Party has accepted this Deed in full reliance on such representations and warranties
- 18 2 The representations and warranties in schedule 7 shall continue and are deemed to be made by each Guarantor on each day that this Deed remains in force
- 18 3 The representations and warranties specified in schedule 7 are deemed to be made by each Additional Guarantor on the day on which it becomes (or it is proposed that it becomes) an Additional Guarantor and on each day thereafter that this Deed remains in force
- 18 4 Each representation and warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation and warranty is deemed to be made

19. UNDERTAKINGS

Each Guarantor hereby covenants and agrees that it will at all times comply with, perform, fulfil and satisfy the undertakings set out in schedule 8 from the date of this Deed until the written release by the Security Agent as trustee for the Secured Parties of this Deed

20. LITIGATION

In any litigation relating to this Deed or any security given by any Guarantor, each Guarantor irrevocably waives the right to interpose any defence based upon any statute of limitations or any claim of laches or set-off or counter-claim of any nature or description

21. JOINT AND SEVERAL LIABILITY

- 21 1 The Guarantors shall be jointly and severally liable in the same manner and with the same effect as if each of them had signed separate guarantees and indemnities in the form of this Deed. This Deed shall not be revoked or otherwise prejudiced or impaired as to any one or more Guarantors by the incapacity or insolvency of any other Guarantor
- 21 2 Each person who shall have executed this Deed as Guarantor or on whose behalf this Deed shall have been executed agrees to be bound hereby notwithstanding that any other person intended to execute or to be bound by this Deed may not do so or may not be effectively bound and notwithstanding that this Deed may be determined or be or become invalid or unenforceable against any other person whether or not the deficiency is known to the Security Agent or any other Secured Party
- 21 3 No release, discharge, composition or other arrangement between the Security Agent (and/or any other Secured Party) and any Guarantor shall release or discharge, or prejudice, impair or otherwise affect, either the Security Agent's or any other Secured Party's rights and remedies under this Deed against any other Guarantor

22. ENGLISH LANGUAGE

- 22 1 Any notice given under or in connection with this Deed must be in English
- 22 2 All other documents provided under or in connection with this Deed must be

22 2 1 in English, or

22 2 2 if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

23. ACCOUNTS

In any proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Security Agent or any other Secured Party are prima facie evidence of the matters to which they relate

24. CERTIFICATES AND DETERMINATIONS

Any certification or determination by the Security Agent or any other Secured Party of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates

25. COSTS AND EXPENSES

25 1 If a Guarantor requests an amendment, waiver or consent, each Guarantor shall, within three Business Days of demand, reimburse the Security Agent as trustee for the Secured Parties for the amount of all costs and expenses (including legal fees) incurred by the Security Agent as trustee for the Secured Parties in responding to, evaluating, negotiating or complying with that request

25 2 Each Guarantor shall, within three Business Days of demand, pay to the Security Agent as trustee for the Secured Parties the amount of all costs and expenses (including legal fees) incurred by the Security Agent in connection with the enforcement of, or the preservation of any rights under this Deed and any proceedings instituted by or against the Security Agent as trustee for the Secured Parties as a consequence of taking or holding this Deed or enforcing these rights

26. RELIANCE

Each Guarantor acknowledges that it has not relied on any warranty or representation made by or on behalf of the Security Agent or any other Secured Party to induce it to enter into this Deed and that it has made and will continue to make, without reliance on the Security Agent or any other Secured Party, its own independent investigation of the financial condition and affairs of the Principals and assessment of the creditworthiness of each of the Principals, and each Guarantor further acknowledges that neither the Security Agent nor any other Secured Party has any duty or responsibility either now or in the future to provide the Guarantors with any information relating to the financial condition or other affairs of the Principals

27. PARTIAL INVALIDITY

27 1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

27 2 Without prejudice to the generality of the foregoing, if at any time any liability in relation to the Guaranteed Obligations is or becomes invalid, illegal or unenforceable, then such occurrence shall not prejudice the continuing effectiveness of the security created by or

pursuant to this Deed for any liability in relation to the Guaranteed Obligations which is not so affected

28. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any other Secured Party, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. No action taken by the Security Agent or any other Secured Party, shall be construed as an election to abandon rights arising from a breach of any Finance Document, which rights shall continue to be exercisable by the Security Agent or any other Secured Party except to the extent expressly waived in writing by the Security Agent or any other Secured Party. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

29. RELEASE

After the Guaranteed Obligations have been irrevocably paid and discharged in full or if the Secured Parties so agree in writing at any time the Security Agent as trustee for the Secured Parties shall at the request and cost of the Guarantors execute and do all such acts, deeds and things as may be necessary to release the Guarantors from their obligations under this Deed and any such release shall be in writing.

30. GENERAL

30 1 If pursuant to any arrangement, compromise, merger, amalgamation or analogous proceeding in any jurisdiction all or any of the Guaranteed Obligations are transferred to or assumed by any other person or persons, this Deed shall continue to have effect as if all references to the Principals included such other person or persons.

30 2 The obligations of the Guarantors under this Deed shall be enforceable notwithstanding

30 2 1 any reconstruction, reorganisation or change in the constitution of the Security Agent or any other Secured Party,

30 2 2 the acquisition of all or any part of the undertaking of the Security Agent or any other Secured Party by any other person, or

30 2 3 any merger or amalgamation (however effected) relating to the Security Agent or any other Secured Party,

and references to the Security Agent or any other Secured Party shall be deemed to include any person who, under the laws of its jurisdiction of incorporation, domicile or other relevant applicable law has assumed the rights and obligations of the Security Agent or any other Secured Party under this Deed or to which under such laws the same have been transferred.

30 3 This Deed is and will remain the property of the Security Agent as trustee for the Secured Parties.

31. ASSIGNMENT

31 1 No Guarantor may assign or transfer or enter into any trust arrangement with any third party in respect of any of its rights, benefits and/or obligations under this Deed.

- 31 2 The Security Agent may assign or transfer all or any of its rights and/or obligations under this Deed to any person without the consent of the Guarantors. The Security Agent will be entitled to disclose any information concerning the Guarantors to any proposed assignee, transferee or successor in title

32. POWER OF ATTORNEY

- 32 1 Each Guarantor (other than the Parent) hereby by way of security irrevocably appoints the Parent to be its attorney and on its behalf and in its name and as its act and deed, to enter into, sign, or execute any amendment to this Deed or to execute any Accession Deed or Additional Principal Deed with such variations as the Security Agent in its absolute and unfettered discretion shall think fit and to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may deem proper for the purpose of exercising such power, authority and discretion
- 32 2 Each Guarantor hereby ratifies and confirms and agrees to ratify and confirm whatever the Parent shall do or purport to do in the exercise of the power, authority and discretion referred to it in clause 32 1

33. VARIATION

- 33 1 This Deed may not be amended or waived except by an instrument in writing signed by a duly authorised officer or representative of the Security Agent and each Guarantor or the Parent as attorney for the Guarantors. Each Guarantor agrees to any such amendment or variation permitted by this clause 33 1 which is agreed by the Parent
- 33 2 Each of the parties to this Deed agrees that there are no oral understandings between the Security Agent or any other Secured Party and the Guarantors in any way varying, contradicting or amplifying the terms of this Deed
- 33 3 This Deed is in addition to all prior representations, arrangements, understandings and agreements and save in respect of any written agreement which expressly refers to this Deed in its terms sets forth the entire, complete and exclusive agreement and understanding between the parties as to the matters provided for in this Deed

34. ADMISSION OF ADDITIONAL GUARANTORS

- 34 1 A person shall become an Additional Guarantor if
- 34 1 1 the Guarantors (or the Parent as attorney for and on behalf of the Guarantors) and the proposed Additional Guarantor deliver to the Security Agent a duly completed and executed Accession Deed, and
- 34 1 2 the Security Agent has received all of the documents and other evidence listed in schedule 4 (*Conditions Precedent required to be delivered by an Additional Guarantor*) in relation to that Additional Guarantor, each in form and substance satisfactory to the Security Agent
- 34 2 Delivery of an Accession Deed constitutes confirmation by the relevant Additional Guarantor that the representations and warranties set out in schedule 7 (*Representations and Warranties*) are true and correct in relation to it as at the date of delivery of the Accession Deed as if made by reference to the facts and circumstances then existing

35. ADDITIONAL PRINCIPALS

A person shall become an Additional Principal if

- 35 1 the Guarantors (or the Parent as attorney for and on behalf of the Guarantors) deliver to the Security Agent a duly completed and executed Additional Principal Deed designating such person as an Additional Principal in form and substance satisfactory to the Security Agent
- 35 2 the Security Agent has received all of the documents and other evidence listed in schedule 4 (*Conditions Precedent required to be delivered in relation to an Additional Principal*) in relation to that Additional Principal, each in form and substance satisfactory to the Security Agent

Upon receipt by the Security Agent of such an Additional Principal Deed and such documents and other evidence this Deed shall have effect as if the person named therein as an Additional Principal were named in schedule 2 hereto as one of the persons included in the expression the "Principals"

36. NOTICES AND DEMANDS

- 36 1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter
- 36 2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document is to be made or delivered under or in connection with this Deed is

36 2 1 in the case of each Guarantor, that identified with its name in schedule 1,

36 2 2 in the case of the Security Agent, that identified with its name below,

or any substitute address, fax number or department or officer as the Party may notify to the Security Agent (or the Security Agent may notify to the Parent, if a change is made by the Security Agent) by not less than five Business Days' notice

- 36 3 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective

36 3 1 if by way of fax, and received in legible form, or

36 3 2 if by way of letter and it has been left at the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 36 2, if addressed to that department or officer

- 36 4 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose) When a communication or document is received by the Security Agent after normal business hours it shall be deemed to be received on the next subsequent Business Day

- 36 5 Any communication or document made or delivered to the Parent and copied to Ballymore Properties Holdings Limited in accordance with this clause will be deemed to have been made or delivered to each of the Guarantors

37. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

38. LAW AND JURISDICTION

- 38 1 This Deed shall be governed by and construed in accordance with the laws of England and Wales

- 38 2 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) ("**Dispute**")

- 38 3 The Parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary

- 38 4 This clause 38 is for the benefit of the Security Agent only As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

- 38 5 Without prejudice to any other mode of service allowed under any relevant law, each Guarantor (other than a Guarantor incorporated in England and Wales)

38 5 1 irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the courts of England and Wales in connection with this Deed and the Parent by its execution of this Deed, accepts that appointment, and

38 5 2 agrees that failure by a process agent to notify the relevant Guarantor of the process will not invalidate the proceedings concerned

- 38 6 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Guarantors) must immediately (and in any event within seven days of such event taking place) appoint another agent on terms acceptable to the Security Agent Failing this, the Security Agent may appoint another agent for this purpose

- 38 7 The Parent expressly agrees and consents to the provisions of this clause 38

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE 1: THE GUARANTORS

Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation	Registered Office/Service Address	Email address
Ballymore (Hayes) Limited	06342732	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore (Wapping) Limited	07320077	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Millharbour Limited	05381058	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore (Carmen Street) Limited	05892771	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Domaine Developments Limited	04152665	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Pridebank Limited	05997986	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com

Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation	Registered Office/Service Address	Email address
Ballymore (Bow Paper) Limited	05741262	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Colmore Row Limited	05922225	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore (Battersea Park Road) Limited	05703903	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Cuba Street Limited	05655406	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Properties Limited	02260505	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Fulham Limited	04537364	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Broadnote Limited	06241627	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com

Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation	Registered Office/Service Address	Email address
RT Group Developments (Snow Hill) Limited	04447259	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Clearstorm Limited	04151594	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Landor (Dundee Wharf) Limited	02732750	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Landor Residential Limited	04065907	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Ontario Limited	04537364	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
East London Haulage Limited	6241627	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Monomind Limited	03850800	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com

Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation	Registered Office/Service Address	Email address
Kilopoint Limited	04040808	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Investments Limited	05409636	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Developments Limited	04065904	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Limited	04936525	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Properties (Thames Royal) Limited	06235593	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
WHS Developments Limited	08527389	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Arrowhead Commercial Limited	06171630	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com

SCHEDULE 2: THE PRINCIPALS

Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation	Registered Office/Service Address	Email Address
Ballymore (Hayes) Limited	06342732	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore (Wapping) Limited	07320077	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Millharbour Limited	05381058	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore (Carmen Street) Limited	05892771	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Domaine Developments Limited	04152665	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Pridebank Limited	05997986	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com

Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation	Registered Office/Service Address	Email Address
Ballymore (Bow Paper) Limited	05741262	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Colmore Row Limited	05922225	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Battersea Park Road Limited	05703903	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Cuba Street Limited	05655406	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Properties Limited	02260505	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Fulham Limited	04537364	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Broadnote Limited	06241627	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com

Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation	Registered Office/Service Address	Email Address
RT Group Developments (Snow Hill) Limited	04447259	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Clearstorm Limited	04151594	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Landor (Dundee Wharf) Limited	02732750	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Landor Residential Limited	04065907	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Ontario Limited	04537364	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
East London Haulage Limited	6241627	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Monomind Limited	03850800	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com

Name	Registration number (or equivalent, if any)	Jurisdiction of Incorporation	Registered Office/Service Address	Email Address
Kilopoint Limited	04040808	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Investments Limited	05409636	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Developments Limited	04065904	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Limited	04936525	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Ballymore Properties (Thames Royal) Limited	06235593	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
WHS Developments Limited	08527389	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com
Arrowhead Commercial Limited	06171630	England & Wales	St John's House 5 South Parade Summertown Oxford OX2 7JL England	DPearson@ballymoregroup.com

SCHEDULE 3: ACCESSION DEED

To National Asset Loan Management Limited

From [•] and [•]

Date

Dear Sirs

[•] — Guarantee and Indemnity
dated [•] (the "**Deed**")

1 We refer to the Deed. This is an Accession Deed. Terms defined in the Deed have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.

2 [•] agrees to become an Additional Guarantor and to be bound by the terms of the Deed and the other Finance Documents as an Additional Guarantor pursuant to clause 34 (Admission of Additional Guarantors) of the Deed. [•] is a company duly incorporated under the laws of [•] and is a limited liability company with company registration number [•].

3 Each Guarantor agrees to the inclusion of [•] as an Additional Guarantor and acknowledges and agrees that it continues to be bound by the terms of the Deed as a Guarantor.

4 [•]'s administrative details are as follows:

Address

Fax No

Attention

5 This Accession Deed and any non-contractual obligation arising out of or in connection with this Deed is governed by the laws of England and Wales.

6 This Accession Deed is entered into by deed.

Executed as a deed by)
by a director in the presence of a witness)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

**SCHEDULE 4: CONDITIONS PRECEDENT REQUIRED TO BE DELIVERED BY AN
ADDITIONAL GUARANTOR**

- 1 An Accession Deed executed by the Additional Guarantor and the Guarantors/the Parent as attorney for the Guarantors
- 2 An accession deed to the Subordination Agreement executed by the Additional Guarantor and the Guarantors/the Parent as attorney for the Guarantors
- 3 A copy of the constitutional documents of the Additional Guarantor
- 4 A copy of a resolution of the board of directors of the Additional Guarantor
- 4 1 approving the terms of, and the transactions contemplated by, the Accession Deed and the Finance Documents and resolving that it execute, deliver and perform the Accession Deed and any other Finance Document to which it is party,
- 4 2 authorising a specified person or persons to execute the Accession Deed and any other Finance Document to which it is a party on its behalf,
- 4 3 authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Accession Deed and any other Finance Documents to which it is a party, and
- 4 4 appointing the Parent to act as its attorney in connection with the Finance Documents
- 5 A specimen of the signature of each person authorised by the resolution referred to in paragraph 4 above
- 6 A copy of a resolution of the board of directors of the Parent/each of the Guarantors
- 6 1 approving the terms of, and the transactions contemplated by, the Accession Deed and resolving that it execute, deliver and perform the Accession Deed,
- 6 2 authorising a specified person or persons to execute the Accession Deed on its behalf,
- 7 A specimen of the signature of each person authorised by the resolution referred to in paragraph 6 above
- 8 If the Additional Guarantor is not incorporated in England and Wales, a copy of a resolution signed by all the holders of the issued shares of the Additional Guarantor, approving the terms of, and the transactions contemplated by, the Finance Documents to which the Additional Guarantor is a party
- 9 A copy of a resolution of the board of directors of each corporate shareholder of each Additional Guarantor approving the terms of the resolution referred to in paragraph 8 above
- 10 A certificate of an authorised signatory of the Additional Guarantor certifying that each copy document listed in this schedule 4 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Accession Deed
- 11 A copy of any other Authorisation or other document, opinion or assurance which the Security Agent considers to be necessary or desirable in connection with the entry into and

performance of the transactions contemplated by the Accession Deed or for the validity and enforceability of any Finance Document

- 12 If available, the latest audited financial statements of the Additional Guarantor
- 13 If the Additional Guarantor is incorporated in or has its "centre of main interests" (as that term is used in Article 3(1) of the Council of the European Union Regulation No 1346/2000 on Insolvency Proceedings ("**Regulation**")) or "**establishment**" (as that term is used in Article 2(h) of the Regulation) in a jurisdiction other than England and Wales or is executing a Finance Document which is governed by a law other than the laws of England and Wales, a legal opinion in the jurisdiction of its incorporation, "**centre of main interest**" or "**establishment**" (as applicable) or, as the case may be, the jurisdiction of the governing law of that Finance Document ("**Applicable Jurisdiction**") as to the law of the Applicable Jurisdiction and in the form distributed signing the Accession Deed shall be delivered to the Security Agent by legal advisors acceptable to the Security Agent
- 14 If the proposed Additional Guarantor is incorporated in a jurisdiction other than England and Wales, evidence that the process agent specified in clause 38 (Law and Jurisdiction), has accepted its appointment in relation to the proposed Additional Guarantor

SCHEDULE 5: FORM OF ADDITIONAL PRINCIPAL DEED

To National Asset Loan Management Limited

From [◆] and [◆]

Date

Dear Sirs

[◆] - Guarantee and Indemnity dated [◆] (the "Deed")

- 1 We refer to the Deed. This is an Additional Principal Deed. Terms defined in the Deed have the same meaning in this Additional Principal Deed unless given a different meaning in this Additional Principal Deed.
- 2 Each Guarantor hereby agrees that with effect on and from the date hereof the Deed shall have effect as if [◆] had been named therein as one of the persons included in the expression the "**Principals**".
- 3 This Additional Principal Deed and any non-contractual obligation arising out of or in connection with this Deed is governed by the laws of England and Wales.
- 4 This Additional Principal Deed is entered into by deed.

Executed as a deed by [◆NAME OF)
COMPANY] by a director in the presence of a)
witness)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

.....

.....

**SCHEDULE 6: CONDITIONS PRECEDENT REQUIRED TO BE DELIVERED IN
RELATION TO AN ADDITIONAL PRINCIPAL**

- 1 An Additional Principal Deed executed by the Guarantors/the Parent as attorney for the Guarantors
- 2 A copy of a resolution of the board of directors of the Parent/each of the Guarantors
- 2 1 approving the terms of, and the transactions contemplated by, the Accession Deed and resolving that it execute, deliver and perform the Additional Principal Deed,
- 2 2 authorising a specified person or persons to execute the Additional Principal Deed on its behalf,
- 3 A specimen of the signature of each person authorised by the resolution referred to in paragraph 2 above
- 4 A copy of any other Authorisation or other document, opinion or assurance which the Security Agent considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Additional Principal Deed or for the validity and enforceability of any Finance Document

SCHEDULE 7: REPRESENTATIONS AND WARRANTIES

- 1 It is a company, duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and it has the power to own its assets and carry on its business as it is being conducted
- 2 This Deed has been duly executed and delivered by the relevant Guarantor and subject to the Legal Reservations the obligations expressed to be assumed by it in this Deed are valid, legal, binding and enforceable obligations
- 3 It has the power to enter into, exercise its rights and perform and comply with its obligations under this Deed
- 4 As and at the date of this Deed all Authorisations required or desirable
 - 4 1 to enable it to enter into, exercise its rights and perform and comply with its obligations under this Deed, and
 - 4 2 to ensure that those obligations are valid and legally binding and enforceable subject to the Legal Reservations,

has been obtained or effected and are in full force and effect
- 5 As and at the date of this Deed its obligations under this Deed rank and will rank at least pari passu with the claims of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally
- 6 Its entry into, exercise of its rights and/or performance of or compliance with its obligations under this Deed do not conflict with, or exceed any guaranteeing, borrowing or other power or restriction granted or imposed by
 - 6 1 any law or regulation applicable to it, or
 - 6 2 its constitutional documents, or
 - 6 3 any agreement or other obligation binding on the relevant Guarantor or constitute a default or termination event (however described) under any such agreement or instrument in each case, to the extent reasonably likely to have a Material Adverse Effect
- 7 Its obligations under this Deed are valid and legally binding and enforceable subject to the Legal Reservations
- 8 It is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in England and Wales or any of its Relevant Jurisdictions or that any stamp, registration or similar tax be paid on or in relation to this Deed
- 9 Its entry into, exercise of its rights and/or performance of or compliance with its obligations under this Deed do not and will not.
 - 9 1 conflict with any agreement to which it is a party or which is binding on it or any of its assets to the extent reasonably likely to have a Material Adverse Effect, or
 - 9 2 result in the existence of, or oblige it to create any Security over those assets

- 10 Save as permitted by the Facility Agreements none of its assets is affected by any Security and it is not a party to, nor are any of its assets bound by, any order or agreement under which it is, or in certain events may be, required to create, assume or permit to arise any Security except as permitted by the Facility Agreements, nor is any guarantee, indemnity or other contingent liability held by or owing to a third party from or by it
- 11 No litigation, arbitration or administrative proceedings or investigations of, or before any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have been started or (to the best of its knowledge and belief (having made due and careful enquiry)) threatened against the Guarantor
- 12 Its audited accounts most recently delivered to the Security Agent
- 12 1 have been prepared in accordance with accounting principles and practices generally accepted in the jurisdiction of its incorporation, consistently applied, and
- 12 2 give a true and fair view of its financial condition and results of operations during the relevant financial year,
- and there has been no material adverse change in its assets, business or financial condition since the date on which those accounts were drawn up
- 13 All amounts payable by it under this Deed may be paid free and clear of and without deduction for or on account of any tax
- 14 It will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in relation to this Deed
- 15 It is able to pay its debts within the meaning of Section 123 Insolvency Act 1986 or any analogous legislation at the time of entering into this Deed and remains able to pay its debts and did not become unable to pay its debts as a consequence of entering into this Deed
- 16 It has not taken or received the benefit of any Security from the Principals or any other person in respect of its obligations under this Deed
- 17 Its centre of main interests (as that term is used in Article 3(1) of the Council of the European Union Regulation No 1346/2000 on Insolvency Proceedings ("**Regulation**")) is situated in its jurisdiction of incorporation and it has no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction
- 18 The choice of the laws of England and Wales as the governing law of this Deed will be recognised and enforced in its jurisdiction of incorporation
- 19 Any judgment obtained in England and Wales in relation to this Deed will be recognised and enforced in its jurisdiction of incorporation

SCHEDULE 8: UNDERTAKINGS

- 1 Each Guarantor shall supply to the Security Agent
 - 1 1 as soon as the same are available but in any event within 180 days after the end of each of its financial years its audited consolidated accounts for that financial year, and
 - 1 2 as soon as the same are available but in any event within 60 days after the end of each half of each of its financial years its unaudited consolidated accounts for that half year, and
- 2 Each Guarantor shall supply to the Security Agent
 - 2 1 all documents dispatched by that Guarantor to its shareholders (or any class of them) or by it to its creditors (or any class of them) at the same time as they are dispatched,
 - 2 2 promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Guarantor, and which, if adversely determined are reasonably likely to have a Material Adverse Effect or which would involve a liability or potential or alleged liability exceeding £50,000 (or its equivalent in other currencies), and
 - 2 3 promptly such further information regarding the financial condition and operations of that Guarantor as the Security Agent may reasonably request
- 3 Each Guarantor shall promptly
 - 3 1 obtain, maintain and comply with the terms of, and
 - 3 2 supply certified copies to the Security Agent of,

any Authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability of, this Deed
- 4 Each Guarantor shall procure that its obligations under this Deed do and will rank at least *pari passu* with all its other present and future unsecured obligations, except for obligations mandatorily preferred by law
- 5 Save as permitted by the Facility Agreement no Guarantor shall permit to subsist any Security on any of its assets (except for any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by it)
- 6 No Guarantor shall
 - 6 1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired or acquired by any other member of the Group,
 - 6 2 sell, transfer or otherwise dispose of any of its receivables on recourse terms,
 - 6 3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
 - 6 4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising finance or of financing the acquisition of an asset

- 7 Each Guarantor shall procure that no substantial change is made to the general nature or scope of its business from that carried on at the date of this Deed
- 8 Each Guarantor will not take or receive the benefit of any Security from the Principals or any other person in respect of its obligations under this Deed

SCHEDULE 9: THE FACILITY AGREEMENTS

- 1 Facility letter dated 15 October 2001 made between Anglo Irish Bank Corporation Limited (UK Branch) and Kilopoint Limited as supplemented by supplemental facility agreements dated 18 October 2007 and 30 September 2008
- 2 Facility letter dated 5 July 2000 made between Anglo Irish Bank Corporation Limited (UK Branch) and Monomind Limited as amended by an amendment letter dated 26 February 2002 and as supplemented by a supplemental facility agreement dated December 2007 and as amended and restated by an amendment and restatement agreement dated 30 September 2008
- 3 Facility letter dated 21 October 2005 made between Anglo Irish Bank Corporation Limited (UK Branch), Anglo Irish Asset Finance plc and Ballymore Properties Limited as supplemented by supplemental facility agreements dated 28 February 2008, 7 August 2008 and 31 March 2009
- 4 Facility letter dated 16 July 2009 (and previous facility letters dated 15 November 2006 and 13 June 2008) made between AIB Group (UK) plc, Ballymore Carmen Street Limited and Ballymore NPW Hotels Limited
- 5 Facility letter dated 7 August 2008 made between Anglo Irish Bank Corporation Limited and Ballymore Properties Limited, Domaine Developments Limited, Ballymore Ontario Limited, Cuba Street Limited, Ballymore (Bow Paper) Limited, Ballymore Fulham Limited, East London Haulage Limited, Broadnote Limited, RT Group Developments (Snow Hill) Limited, Ballymore (Hayes) Limited and Pridebank Limited as amended by amendment letters dated 8 September 2008, 14 November 2008, 31 March 2009 and 16 September 2009
- 6 Facility letter dated 25 May 2007 made between Anglo Irish Bank Corporation Limited (UK Branch), Anglo Irish Asset Finance plc and RT Group Developments (Snow Hill) Limited as supplemented by a first supplemental facility agreement dated 13 June 2008 and a second supplemental facility agreement dated 29 August 2008 and a third supplemental facility agreement dated 24 October 2008 and a fourth supplemental facility agreement dated 17 December 2008
- 7 Facility letter dated 17 July 2009 made between Allied Irish Banks plc and Lycus Limited
- 8 Facility letter dated 5 May 2006 made between Anglo Irish Bank Corporation Limited (UK Branch), Anglo Irish Asset Finance plc and Cuba Street Limited as supplemented by a first supplemental facility agreement dated 16 March 2007
- 9 Facility letter dated 15 January 2008 made between Anglo Irish Bank Corporation Limited (UK Branch) and Anglo Irish Asset Finance plc and Broadnote Limited
- 10 Facility letter dated 9 November 2007 and side letter dated 2009 made between Anglo Irish Bank Corporation Limited (UK Branch), Anglo Irish Asset Finance plc and Ballymore (Hayes) Limited
- 11 Facility letter dated 22 October 2007 made between Anglo Irish Bank Corporation Limited (UK Branch) and Anglo Irish Asset Finance plc and Ballymore Fulham Limited
- 12 Facility letter dated 17 July 2009 made between Allied Irish Banks plc and Ballymore (Battersea Park Road) Limited

- 13 Facility letter dated 8 August 2001 made between Anglo Irish Bank Corporation Limited (UK Branch) and Ballymore Properties (Lanark Square) Limited as amended by an amendment letter dated 18 December 2007 and as amended and restated by an amendment and restatement dated 30 September 2008
- 14 Second facility letter dated 28 February 2003 made between Anglo Irish Bank Corporation Limited (UK Branch), Anglo Irish Asset Finance plc and Domaine Developments Limited as amended by a first amendment dated 29 March 2006 and a second amendment dated 21 June 2006 and a third amendment dated 21 July 2006 and a fourth amendment dated 15 December 2006 and a fifth amendment dated 2 January 2007 and as amended and restated by a final amendment and restatement dated 30 September 2008
- 15 Facility letter dated 24 November 2005 made between Anglo Irish Bank Corporation Limited (UK Branch), Anglo Irish Asset Finance plc and Ballymore Millharbour Limited as supplemented by a supplemental facility letter dated 16 January 2006 and as amended and restated by a first amendment and restatement dated 17 November 2006 and as amended by a second amendment dated 29 November 2007 and as amended and restated by a final amendment and restatement dated 13 March 2009
- 16 Commercial mortgage offer made between Irish Nationwide Building Society and Ballymore Ontario Limited dated 21 February 2005, accepted by Ballymore Ontario Limited on 3 March 2005
- 17 Facility letter dated 19 April 2005 made between Anglo Irish Bank Corporation Limited (UK Branch), Anglo Irish Asset Finance plc and Ballymore Ontario Limited as supplemented by a supplemental facility letter dated 2 July 2007 and as amended by an amendment letter dated 8 September 2008 and as amended and restated by an amendment and restatement dated 30 September 2008 and amendment and restatement dated 7 August 2008 and amendment and restatement dated 17 November 2008 and amendment and restatement dated 31 March 2009
- 18 First commercial mortgage offer dated 18 December 2003 and second commercial mortgage offer dated 7 May 2004 and third commercial mortgage offer dated 23 March 2006 made between Irish Nationwide Building Society and Clearstorm Limited
- 19 Commercial mortgage offer dated 10 January 2003 and second commercial mortgage offer dated 17 September 2003 made between Irish Nationwide Building Society and Clearstorm Limited
- 20 Commercial mortgage offer dated 17 September 2003 and second commercial mortgage offer dated 9 February 2004 and third commercial mortgage offer dated 11 July 2005 and fourth commercial mortgage offer dated 23 May 2007 and fifth commercial mortgage offer dated 19 December 2007 and sixth commercial mortgage offer dated 19 March 2008 and seventh commercial mortgage offer dated 25 August 2009 made between Irish Nationwide Building Society and Clearstorm Limited
- 21 Facility letter dated 19 September 2006 made between Anglo Irish Asset Finance plc, Pridebank Limited and Inacity as amended and restated by an amendment and restatement dated 11 May 2009 and novation, amendment and restatement dated 30 September 2008
- 22 Facility letter dated 2007 made between Anglo Irish Bank Corporation Limited (UK Branch) and Pridebank Limited
- 23 First commercial mortgage offer dated 14 February 2005 (signed on 16 February 2005) and second commercial mortgage offer dated 23 May 2007 (signed on 24 May 2007) and letter of

variation dated 10 July 2009 made between Irish Nationwide Building Society and Clearstorm Limited

- 24 First commercial mortgage offer dated 24 September 2004 and second commercial mortgage offer dated 21 March 2005 and third commercial mortgage offer dated 11 July 2005 and fourth commercial mortgage offer dated 1 June 2006 and fifth commercial mortgage offer dated 23 May 2007 and sixth commercial mortgage offer dated 20 July 2009 made between Irish Nationwide Building Society and Clearstorm Limited
- 25 Facility letter dated 26 March 2007 made between Anglo Irish Bank Corporation Limited (UK Branch), Anglo Irish Asset Finance plc and Ballymore (Bow Paper) Limited supplemented by a first supplemental agreement dated 22 October 2007 and second supplemental agreement dated 1 April 2008 and third supplemental agreement dated 30 September 2008
- 26 Commercial mortgage offer dated 30 September 2002 (accepted by Landor Dundee and Landor Residential on 30 September 2002) made between Irish Nationwide Building Society, Landor (Dundee Wharf) Limited and Landor Residential Limited
- 27 Facility letter dated 5 October 2006 made between Anglo Irish Bank Corporation Limited (UK Branch) and Ballymore Colmore Row Limited as supplemented by a supplemental facility letter dated 30 September 2008
- 28 Facility letter dated 16 April 2008 made between Anglo Irish Bank Corporation Limited (UK Branch), Anglo Irish Asset Finance plc and East London Haulage Limited as amended by a first amendment letter dated 10 September 2008 and as amended and restated by a second amendment and restatement letter dated 27 October 2009
- 29 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Ballymore (Carmen Street) Limited
- 30 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Domaine Developments Limited
- 31 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Pridebank Limited
- 32 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Ballymore (Bow Paper Limited)
- 33 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Ballymore Colmore Row Limited
- 34 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Ballymore (Battersea Park Road) Limited

- 35 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Cuba Street Limited
- 36 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Ballymore Properties Limited
- 37 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and RT Group Developments (Snow Hill) Limited
- 38 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Clearstorm Limited
- 39 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Clearstorm Limited
- 40 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Clearstorm Limited
- 41 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent Ballymore Ontario Limited
- 42 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Monomind Limited
- 43 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Kilopoint Limited
- 44 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Geronimo Limited
- 45 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Fortress Limited
- 46 Amendment and restatement agreement dated on or around 10 December 2012 entered into between National Asset Loan Management Limited as agent and security trustee, Ballymore Investments & Holdings Limited as parent and Heracles Limited
- 47 Amendment letter dated on or around 10 December 2012 entered into between National Asset Loan Management Limited and Ballymore (Hayes) Limited
- 48 Amendment letter dated on or around 10 December 2012 entered into between National Asset Loan Management Limited and Ballymore (Wapping) Limited

-
- 49 Any other facility agreement that was amended and restated on or around 10 December 2012 and entered into between a member of the Group and any (or any combination of a) Secured Party
- 50 Facility Agreement dated 23 May 2013 made between Ballymore Properties Limited (1) and National Asset Loan Management Limited (2),
- 51 Facility Agreement dated 13 September 2012 between Landor (Dundee Wharf) Limited (1) and IBRC Asset Finance Plc as Arranger, Original Lender, Facility Agent and Security Agent (2) as amended on or around 23 May 2013 and from time to time,
- 52 Facility Agreement dated on or around 19 December 2013 and made between West Hampstead Square LLP (1) and National Asset Loan Management Limited (2),
- 53 Facility Agreement dated 20 December 2012 between Pridebank Limited (1) and National Asset Loan Management Limited (2), and
- 54 Facility Agreement dated 13 August 2014 between Clearstorm Limited (1) and National Asset Loan Management Limited as Original Lenders, Original Hedge Counterparties, Agent, and Security Agent (2)

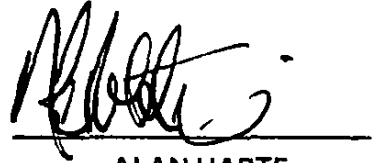
WARNING: AS A GUARANTOR OF THIS LOAN, YOU WILL HAVE TO PAY OFF THE LOAN, THE INTEREST AND ALL ASSOCIATED CHARGES IF THE BORROWER DOES NOT. BEFORE YOU SIGN THIS GUARANTEE YOU SHOULD GET INDEPENDENT LEGAL ADVICE. EVEN WHERE YOU HAVE OBTAINED INDEPENDENT LEGAL ADVICE, PLEASE READ THE ENTIRE DOCUMENT CAREFULLY AND BE SURE YOU UNDERSTAND IT BEFORE EXECUTION. REMEMBER DO NOT EXECUTE UNTIL YOU ARE SURE.

IN RELATION TO THE WARNING ABOVE, THE "LOAN" MEANS ALL AMOUNTS OWING FROM THE PRINCIPALS TO THE SECURED PARTIES FROM TIME TO TIME AND THE "BORROWER" MEANS THE "PRINCIPALS".

EXECUTION PAGES

The Security Agent

Signed by _____ for and on behalf of _____)
NATIONAL ASSET LOAN _____)
MANAGEMENT LIMITED as Security _____)
Agent in the presence of _____)

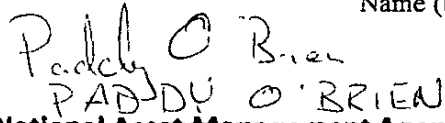


ALAN HARTE
Authorised Signatory

Signature

Name (block capitals)

Witness signature


PADDY O'BRIEN

National Asset Management Agency

Treasury Building

Witness name
(block capitals)

Grand Canal Street

Dublin 2

Witness address

Ireland
Treasury Building
Grand Canal Street
Dublin 2

Fax

01 665001

Attention

Head of Legal and Tax

Guarantors

Executed as a deed by **BALLYMORE** _____)
(HAYES) LIMITED by a director in the _____)
presence of a witness _____)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

EXECUTION PAGES

The Security Agent

Signed by _____ for and on behalf of _____)
NATIONAL ASSET LOAN _____)
MANAGEMENT LIMITED as Security _____)
Agent in the presence of _____)

Signature _____

Name (block capitals) _____

Witness signature _____

Witness name _____
(block capitals)

Witness address Treasury Building
Grand Canal Street
Dublin 2

Fax 01 665001

Attention Head of Legal and Tax

Guarantors

Executed as a deed by BALLYMORE _____)
(HAYES) LIMITED by a director in the _____)
presence of a witness _____)

Signature _____

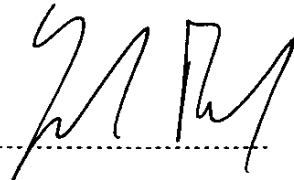
Name (block capitals) TOM MURPHY
Director

Witness signature (4) _____

Witness name LAURENCE MILLS _____
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
(**WAPPING**) **LIMITED** by a director in the)
presence of a witness)

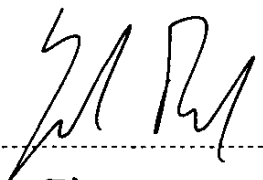
Signature 
Name (block capitals) JOHN MULVANEY
Director

Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
MILLHARBOUR LIMITED by a director in)
the presence of a witness)

Signature 
Name (block capitals) JOHN MULVANEY
Director

Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
(**CARMEN STREET**) **LIMITED** by a)
director in the presence of a witness)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **DOMAINE**)
DEVELOPMENTS LIMITED by a director)
in the presence of a witness)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **PRIDEBANK**
LIMITED by a director in the presence of a
witness

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE (BOW**
PAPER) LIMITED by a director in the
presence of a witness

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
COLMORE ROW LIMITED by a director)
in the presence of a witness)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
(BATTERSEA PARK ROAD) LIMITED by)
a director in the presence of a witness)

Signature

Name (block capitals)

Director

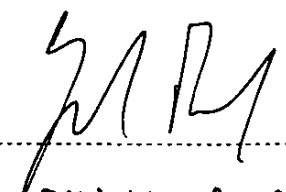
Witness signature

Witness name
(block capitals)

Witness address

BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **CUBA STREET**)
LIMITED by a director in the presence of a)
witness)

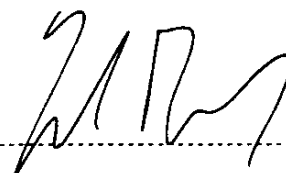
Signature 
Name (block capitals) JOHN MULHOLLAND
Director

Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
PROPERTIES LIMITED by a director in the)
presence of a witness)

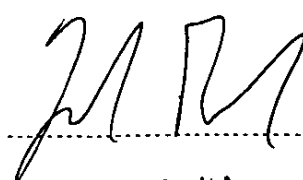
Signature 
Name (block capitals) JOHN MULHOLLAND
Director


Witness signature 

Witness name LAURENCE MILLS
(block capitals)

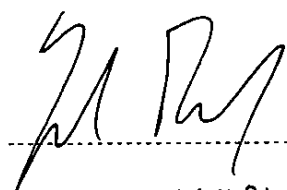
Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA


Executed as a deed by **BALLYMORE**)
FULHAM LIMITED by a director in the)
presence of a witness)

Signature 
Name (block capitals) JOHN MULVANEY
Director

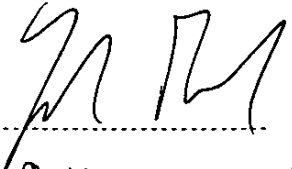
Witness signature 
Witness name LAURENCE MILLS
(block capitals)
Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA


Executed as a deed by **BROADNOTE**)
LIMITED by a director in the presence of a)
witness)

Signature 
Name (block capitals) JOHN MULVANEY
Director

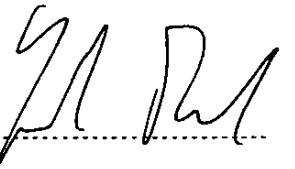
Witness signature 
Witness name LAURENCE MILLS
(block capitals)
Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA


Executed as a deed by **RT GROUP**)
DEVELOPMENTS (SNOW HILL))
LIMITED by a director in the presence of a)
witness

Signature 
Name (block capitals) JOHN N. N. N. N.
Director

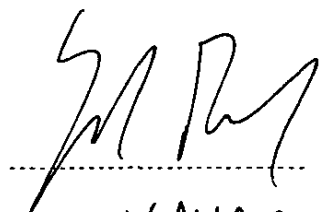
Witness signature 
Witness name LAURENCE MILLS
(block capitals)
Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **CLEARSTORM**)
LIMITED by a director in the presence of a)
witness

Signature 
Name (block capitals) JOHN N. N. N. N.
Director

Witness signature 
Witness name LAURENCE MILLS
(block capitals)
Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **LANDOR (DUNDEE**)
WHARF) LIMITED by a director in the)
presence of a witness)

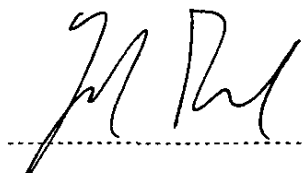
Signature 
Name (block capitals) JOHN MULLAN
Director


Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **LANDOR**)
RESIDENTIAL LIMITED by a director in)
the presence of a witness)

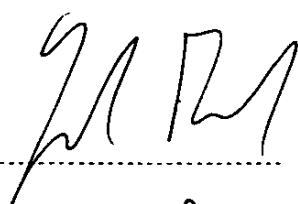
Signature 
Name (block capitals) JOHN MULLAN
Director

Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
ONTARIO LIMITED by a director in the)
presence of a witness)

Signature 

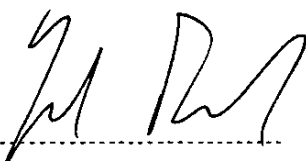
Name (block capitals) JOHN MULCAHY
Director

Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **EAST LONDON**)
HAULAGE LIMITED by a director in the)
presence of a witness)

Signature 

Name (block capitals) JOHN MULCAHY
Director

Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **MONOMIND**
LIMITED by a director in the presence of a
witness

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **KILOPOINT**
LIMITED by a director in the presence of a
witness

Signature

Name (block capitals)

Director

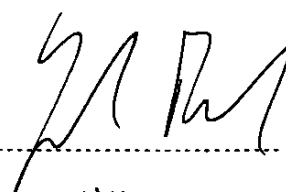
Witness signature

Witness name
(block capitals)

Witness address

BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
INVESTMENTS LIMITED by a director in)
the presence of a witness)

Signature 

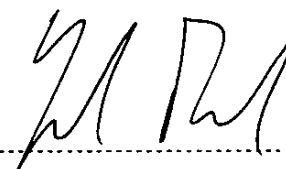
Name (block capitals) JOHN MULRYAN
Director

Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
DEVELOPMENTS LIMITED by a director)
in the presence of a witness)

Signature 

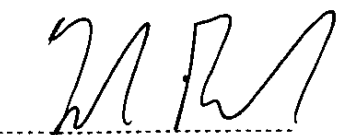
Name (block capitals) JOHN MULRYAN
Director

Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
LIMITED by a director in the presence of a)
witness)

Signature 

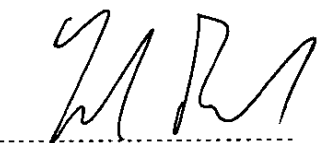
Name (block capitals) TOM MULLEN
Director

Witness signature 


Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **BALLYMORE**)
PROPERTIES (THAMES ROYAL))
LIMITED by a director in the presence of a)
witness)

Signature 

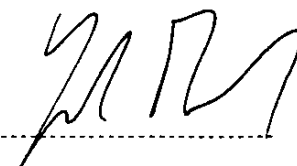
Name (block capitals) TOM MULLEN
Director

Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **WHS**)
DEVELOPMENTS LIMITED by a director)
in the presence of a witness')

Signature 

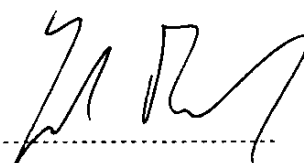
Name (block capitals) JOHN MULVAN
Director

Witness signature 

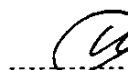
Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Executed as a deed by **ARROWHEAD**)
COMMERCIAL LIMITED by a director in)
the presence of a witness)

Signature 

Name (block capitals) JOHN MULVAN
Director

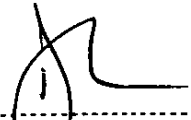
Witness signature 

Witness name LAURENCE MILLS
(block capitals)

Witness address BERWIN LEIGHTON PAISNER
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

For the purposes of acceptance of clause 36.5 only

Executed as a deed by **BALLYMORE**)
PROPERTIES HOLDINGS LIMITED by a)
director in the presence of a witness)

Signature 

Name (block capitals) DAVID PEARSON
Director

Witness signature 

Witness name (block capitals)
ALEX TURNER
BALLYMORE
POINTE NORTH
Witness address
3 GREENWICH VIEW PLACE
LEGAL SECRETARY
.....
.....