

EMPIRE
PROPERTY HOLDINGS

4 YEAR GROWTH PRODUCT

DATED 19/01/18

EMPIRE PROPERTY HOLDINGS 2 LIMITED

LOAN NOTE INSTRUMENT

constituting £12,000,000 4 year fixed rate secured growth loan notes 2016



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EMPIRE
PROPERTY HOLDINGS

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THIS INSTRUMENT is made the 19 day of JANUARY 2018 by **EMPIRE PROPERTY HOLDINGS 2 LIMITED** incorporated and registered in England and Wales under company number 10409870 whose registered office is at C/O The Bailey Group, 30 Yoden Way, Peterlee, County Durham, SR8 1AL (the "**Company**").

WHEREAS:

- (1) The Company has (pursuant to its Articles) passed a resolution of its board of directors dated 01/11/16, creating the 2 Year Income Loan Notes to be constituted under the 2 Year Income Loan Note Instrument.
- (2) The Company has (pursuant to its Articles) passed a resolution of its board of directors dated 01/11/16, creating the 2 Year Growth Loan Notes to be constituted under the 2 Year Growth Loan Note Instrument.
- (3) The Company has (pursuant to its Articles) passed a resolution of its board of directors dated 01/11/16, creating the Notes to be constituted under this Instrument.
- (4) The Company seeks to raise £6,000,000 cumulatively from the issue of the 2 Year Income Loan Notes and the 2 Year Growth Loan Notes and seeks to raise £12,000,000 from the issue of the Notes. As such, the Company seeks to raise £18,000,000 in total from the issue of the 2 Year Income Loan Notes, the 2 Year Growth Loan Notes and the Notes.

THIS INSTRUMENT WITNESSES as follows:

1. Interpretation

1.1 In this Instrument:

"2 Year Income Loan Notes"	the fixed rate 2 year secured loan notes 2016 which shall accrue 10% simple interest in the First Interest Period and 12% simple interest in the Second Interest Period which is payable every 6 months (from (and including) the Subscription Date) in arrears;
"2 Year Income Loan Note Instrument"	the instrument constituting the 2 Year Income Loan Notes dated on or around the date of this Instrument;
"2 Year Growth Loan Notes"	means the fixed rate 2 year secured growth loan notes constituted by this Instrument which shall accrue 10% compound interest in the First Interest Period and 12% compound interest in the Second Interest Period, such interest to be deferred and is payable on the Final Redemption Date (as defined in the 2 Year Growth Loan Note Instrument) (or as may be permitted pursuant to the terms of the 2 Year Growth Loan Note Instrument) together with the Bonus (if applicable);
"2 Year Growth Loan Note Instrument"	the instrument constituting the 2 Year Growth Loan Notes dated on or around the date of this Instrument;
"Articles"	means the articles of association of the Company from time to time;
"Board"	means the board of directors of the Company for the time being or its duly constituted committee;
"Bonus"	the fixed bonus of 4% of the Subscription Price to be paid on the Final Redemption Date in respect of the 2 Year

Growth Loan Notes only;

"Business day"	means a day (other than a Saturday or Sunday) on which clearing banks are open for business in London;
"Conditions"	means the conditions of the Notes in, or substantially in, the form set out in Schedule 1 as they may from time to time be modified in accordance with the provisions of this Instrument;
"Establisher"	means a person with permission under the Financial Services and Markets Act 2000 to establish in the United Kingdom any such personal pension scheme as is referred to in Condition 4.3 of Schedule 1 and / or in paragraph 4 of Schedule 2;
"Event of Default"	an event described in Condition 4.4.3;
"Final Redemption Date"	means the final redemption date for a Note which is the date being the 4 year anniversary of the Subscription Date for a Note;
"Financial Indebtedness"	means any indebtedness for or in respect of: (a) money borrowed; (b) any amount raised by acceptance under any acceptance credit facility; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the market value shall be taken into account); (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; or (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred

to in paragraphs (a) to (h) above;

"First Interest Period"	the period starting on the Subscription Date and ending on (and including) the day which is the 12 month anniversary of the Subscription Date;
"Fourth Interest Period"	the period starting the day after the last day of the Third Interest Period and ending on (and including) the Final Redemption Date;
"Interest Period"	means any one of the following: (a) the First Interest Period; (b) the Second Interest Period; (c) the Third Interest Period; and (d) the Fourth Interest Period;
"Interest Rate"	means the interest rate for the Notes being: (a) 15% simple interest in the First Interest Period; (b) 15% simple interest in the Second Interest Period; (c) 15% simple interest in the Third Interest Period; and (d) 15% simple interest in the Fourth Interest Period;
"Minimum Investment"	20 Notes of £1,000 each;
"Notes"	means the fixed rate 4 year secured growth loan notes constituted by this Instrument which shall accrue 15% simple interest in the First Interest Period, 15% simple interest in the Second Interest Period, 15% simple interest in the Third Interest Period and 15% simple interest in the Fourth Interest Period such interest to be deferred and is payable on the Final Redemption Date (or as may be permitted pursuant to the terms of this Instrument) and "Note" shall be construed accordingly;
"Noteholder"	means a person for the time being entered in the Register as the holder of a Note;
"Personal Representative"	a person administering a deceased person's estate;
"Redemption Date"	the Final Redemption Date and such other date on which the Notes may be redeemed in accordance with this instrument;
"Register"	means the register of Noteholders referred to in clause 5.1;
"Second Interest Period"	the period starting the day after the last day of the First Interest Period and ending on (and including) the day which is the 2 year anniversary of the Subscription Date;

"Security Document"	any document or arrangement under which a Security Interest is taken pursuant thereto and any other document under which a Security Interest is created, whether at the date of this deed or at any later date, which secures any of the Notes;
"Security Interest"	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;
"Security Trust Deed"	a security trustee deed dated on or around the date of this Instrument between (1) the Company and (2) the Security Trustee or such other person as may be nominated to act as security trustee from time to time under the Security Trust Deed;
"Security Trustee"	NCM Fund Services Limited (company number SC166074), or such other person as may be nominated to act as security trustee from time to time under the Security Trust Deed;
"Special Resolution"	has the meaning set out in paragraph 21 of Schedule 3;
"Sterling" and "£"	each mean the lawful currency of the United Kingdom for the time being;
"Subscription Date"	means the date that a Noteholder subscribes and makes payment in respect of the Notes;
"Subscription Price"	the subscription price per Note being £1,000; and
"Third Interest Period"	the period starting the day after the last day of the Second Interest Period and ending on (and including) the day which is the 3 year anniversary of the Subscription Date.

1.2 In this Instrument:

- 1.2.1 a statutory provision includes a reference to a statutory provision as replaced, modified or re-enacted from time to time before or after the date of this Instrument and any subordinate legislation made under the statutory provision before or after the date of this Instrument;
- 1.2.2 the term "**subsidiary**" shall have the meaning given to them in section 1159 of the Companies Act 2006;
- 1.2.3 a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- 1.2.4 this Instrument includes its schedules;
- 1.2.5 a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause, paragraph of, or schedule to, this Instrument;
- 1.2.6 clause and schedule headings are for ease of reference only and shall not affect the interpretation of this instrument;

- 1.2.7 words importing the singular include the plural and vice versa and words importing a gender include every gender; and
- 1.2.8 the "euro" shall be construed as a reference to the single currency of participating member states of the European Union.

2. Constitution of the Notes

- 2.1 The Notes shall be known as the fixed rate 4 year secured growth loan notes 2016.
- 2.2 The principal amount of the Notes constituted by this Instrument is limited to £12,000,000. The principal amount of the 2 Year Income Loan Notes constituted by the 2 Year Income Loan Note Instrument and the 2 Year Growth Loan Notes constituted by the 2 Year Growth Loan Note Instrument is limited to £6,000,000 (so, for the avoidance of doubt, calculated cumulatively the principal amount of the Notes and the 2 Year Loan Notes and the 2 Year Growth Loan Notes shall be limited to £18,000,000).
- 2.3 Provided that a Noteholder subscribes for the Minimum Investment, a Noteholder may subscribe for further Notes in amounts and integral multiples of £1,000.
- 2.4 The Company may, by resolution of the Board, issue the Notes to such persons, at such times and on such terms and conditions as the Board may decide. The Company may from time to time (by resolution of the Board) cancel any Notes created but unissued.
- 2.5 Repayment of principal and interest due on the Notes shall be secured by the Security.
- 2.6 Each Note or series of Notes is an individual fixed interest security.

3. Redemption and interest

- 3.1 On each Redemption Date, or, if earlier, as and when the Notes (or any part of them) are due to be redeemed in accordance with this Instrument and the Conditions, the Company shall pay to the Noteholder entitled thereto the principal amount of the Notes to be redeemed at par together with all accrued interest up to (and including) the date of redemption.
- 3.2 All payments under this Instrument, whether of principal, interest or otherwise, shall be made by the Company to the Noteholders entitled to such payments in accordance with the Conditions.

4. Certificates

- 4.1 Each Noteholder is entitled without charge to one certificate for the total principal amount of the Notes registered in his name in the Register.
- 4.2 When a Noteholder has redeemed part of the principal amount of a Note, the Noteholder's existing certificate shall be cancelled and the Noteholder shall be entitled without charge to a new certificate for the balance of the principal amount of the Notes remaining registered in his name following such transfer or redemption.
- 4.3 The Company is not bound to:
- 4.3.1 register more than four persons as joint holders of any Notes; and
- 4.3.2 issue more than one certificate for any Notes held jointly by two or more persons.
- 4.4 Delivery of a certificate to one joint holder is sufficient delivery to all joint holders.
- 4.5 A certificate shall be:

- 4.5.1 substantially in the form set out in Schedule 1 and have the Conditions endorsed on it;
 - 4.5.2 dated as the relevant Subscription Date; and
 - 4.5.3 signed by or on behalf of, or executed by, the Company in accordance with the Articles, or in such other manner as may be permitted by statute.
- 4.6 The Notes are held subject to the Conditions which are binding on the Company, the Noteholders and any person claiming through or under them respectively. The Conditions have effect in the same manner as if they were set out in this Instrument.

5. The Register

- 5.1 The Company shall keep a register of Noteholders at its registered office and enter in it in respect of each Noteholder:
- 5.1.1 the name and address of each Noteholder;
 - 5.1.2 the Subscription Date;
 - 5.1.3 the principal amount of each Note held by a Noteholder;
 - 5.1.4 the serial number of each certificate issued to a Noteholder and the date of its issue; and
 - 5.1.5 the date on which a person ceased to be a Noteholder.
- 5.2 The Company shall enter in the Register each change to the information specified in clause 5.1.
- 5.3 A Noteholder may inspect the Register at all reasonable times during office hours and may require a copy of the Register or any part of it upon payment of such fee as may be prescribed by or pursuant to statute. The Company may close the Register during such periods (not exceeding 30 days in total in any year) and at such times as it may decide.

6. Acceleration

If, at any time and for any reason, any Event of Default has occurred, the Noteholders may by Special Resolution or by written notice to the Company (for the attention of the Board) from Noteholders holding more than 75% in nominal value of the Notes then issued and outstanding, at any time while such Event of Default remains unremedied and has not been waived by a Special Resolution, direct that the principal amount of all Notes, all unpaid accrued interest and any other sum then payable on such Notes shall become due and payable immediately. If the Noteholders give such a direction under this clause, then the principal amount of all Notes, all unpaid accrued interest and any other sum then payable on such Notes, all unpaid accrued interest and any other sum then payable on such Notes (in each case less any applicable taxes) shall be immediately due and payable by the Company and the Company shall immediately pay or repay such amounts to the Noteholders.

7. Security

- 7.1 Without prejudice to the generality of clause 6, if the Company fails to pay any principal or interest on any of the Notes for a period of at least 3 consecutive months after the due date for payment, the Noteholders may by Special Resolution or by written notice to the Company (for the attention of the Board) from Noteholders holding more than 75% in nominal value of the Notes then issued and outstanding direct that the Security Trustee exercise any or all of its rights, remedies, powers or discretions under the Security.

- 7.2 The Noteholders will accept the benefit and be subject to the burden of the obligations on their part under the Security Trust Deed. If any Noteholder wishes to disclaim their obligations under this Instrument or the Security Trust Deed they may do so in writing at any time, which shall also release the Company from any obligation to that Noteholder under any Security.

8. Benefit of Instrument

This Instrument will enure for the benefit of all Noteholders each of whom may sue for the performance or observance of the provisions of this Instrument so far as his/its holding of the Notes is concerned, and the Company covenants with the Noteholders and each of them as a separate and independent covenant in each case that for so long as any Notes are outstanding or any accrued interest is unpaid, it will duly perform and observe the obligations on its part contained in this Instrument.

9. Condition of issue

- 9.1 From the date of this Instrument and for so long as any amount is payable by the Company in respect of the notes, the Company undertakes that it shall duly perform and observe the obligations on its part contained in this Instrument.
- 9.2 The Conditions and provisions contained in the schedules shall have effect as if they were each set out in this Instrument.
- 9.3 A memorandum of execution of any instrument supplemental to this Instrument shall be endorsed by the Company on this Instrument.

10. Economic and monetary union

If Sterling is, or is to be, replaced by the euro, the Company may notify the Noteholders of any amendments to this Instrument which the Company considers necessary to reflect that replacement and to put the Noteholders in the same position, so far as possible, that they would have been in if no such replacement had occurred. Upon such notification, this Instrument shall be deemed to be amended in accordance with such notification.

11. No set off

No set off payments of principal and interest under this Instrument shall be paid by the Company to the Noteholders without any deduction or withholding (whether in respect of any set-off, counterclaim, duties, taxes or otherwise whatsoever) unless the deduction or withholding is required by law

12. Third party rights

The Company does not intend that any of the terms of this Instrument will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than the Noteholders. This clause 12 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

13. Law and jurisdiction

This Instrument shall be governed by and construed in accordance with English law and the courts of England are to have exclusive jurisdiction to settle any disputes which may arise in connection with this Instrument and the Notes.

IN WITNESS WHEREOF this Instrument has been executed as a deed by the Company the day and year first above written.

SCHEDULE 1

CERTIFICATE, CONDITIONS AND REDEMPTION NOTICE

Certificate No. [386]

Amount £[100,000]

EMPIRE PROPERTY HOLDINGS 2 LIMITED

(the "Company")

(incorporated and registered in England and Wales with company number 10409870)

Fixed rate 4 year secured growth loan notes 2016

WELCH INVESTMENTS

This is to certify that [PENSION SCHEME] is/are the registered holder(s) of £[100,000] in principal amount of the fixed rate 4 year secured growth loan notes 2016 (the "Notes") as constituted by an instrument (the "Instrument") dated [19/1/18] and made by the Company. The Notes are issued with the benefit of and subject to the provisions contained in the Instrument and the conditions endorsed on this certificate (the "Conditions").

Interest is payable on the Notes in accordance with Condition 3. The Notes are redeemable in accordance with Condition 4.

Except as provided in Schedule 2 of the Instrument, the Notes are not transferable or tradable, nor will they be listed or traded on any securities exchange or other market.

A copy of the Instrument is available for inspection at the Company's registered office during normal business hours.

The Notes are governed by, and are to be construed in accordance with, English law.

**SIGNED as a DEED by EMPIRE
PROPERTY HOLDINGS 2 LIMITED**

acting by a director in the presence of:

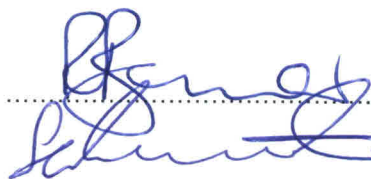
Witness signature

Witness name

Witness address

Witness occupation

Issued on



SEBASTIAN WATHURST

Jackson Barrett & Goss
Smithy Annex
112 Adlington Road
Wilmslow
Cheshire SK9 2LN

SOLICITOR

19th JANUARY 2018

CONDITIONS

1 Interpretation

Words and expressions defined in the Instrument shall have the same meanings when used in these Conditions and the certificate on which they are endorsed unless the context otherwise requires.

2 Status of the Notes

2.1 Provided that a Noteholder subscribes for the Minimum Investment, further Notes may be issued in amounts or integral multiples of £1000 and are not transferable.

2.2 The Notes constitute secured obligations of the Company.

3 Interest

3.1 Until such time as the Notes are redeemed in accordance with the provisions of Condition 4, interest on the Notes shall accrue at the relevant Interest Rate (in respect of either the First Interest Period, the Second Interest Period, the Third Interest Period and the Fourth Interest Period).

3.2 Interest on the Notes in respect of each Interest Period shall be calculated on the basis of a 365 day year and the number of actual days elapsed and will be payable (after deduction of tax) on the Final Redemption Date. For the avoidance of doubt, the Bonus payable in respect of the 2 Year Growth Loan Notes shall not be payable in respect of the Notes.

3.3 Interest ceases to accrue on the Notes as from the due date for redemption of the relevant Notes. However, if, upon due delivery of this certificate in accordance with Condition 6.1 payment of principal on the relevant Notes is improperly withheld or refused interest shall accrue on the Notes (as well after as before judgment) up to but excluding the date of payment of all amounts payable in respect of the relevant Notes at the rate which is 3% per annum above the applicable Interest Rate. Any overdue principal amount of the Notes and any default interest thereon shall each be payable on demand and if not paid, shall each be compounded and added to the principal sum of the Notes.

3.4 The Company shall make the payment of accrued interest on the Notes (after deduction of tax) to the Noteholders on the Register at the close of business on the twenty-eighth day before the Final Redemption Date. A Noteholder is deemed to be the holder (on that date) of Notes held by him on that preceding date notwithstanding any intermediate transmission of the relevant Notes.

4 Redemption and purchase

4.1 Save where otherwise redeemed, the Company may redeem the Notes on any Redemption Date and in any event on the Final Redemption Date at par (pro rata between the Noteholders) together with accrued interest on the Notes up to (and including) that date in account with Condition 3.2.

4.2 The Company may prior to any Redemption Date (including for the avoidance of doubt the Final Redemption Date) on giving any of the Noteholders not less than 10 business days' prior written notice, redeem the whole (whatever the amount) or any part of their holding of Notes at par, together with unpaid accrued interest up to (but excluding) the date of redemption. Any redemption of part only of the Notes under this Condition 4.2 shall be applied against the outstanding installments under Condition 4.1 in inverse chronological order.

- 4.3 A Noteholder who is an Establisher or trustee of a Self Invested Personal Pension Plan or trustee or trustees of a Small Self Administered Scheme and who provides evidence to the reasonable satisfaction of the Company that the underlying beneficiary (or one of the beneficiaries) of the Self Invested Personal Pension Plan or Small Self Administered Scheme has a serious medical condition may request his holding of Notes to be redeemed at par together with accrued interest at any time with the prior written consent of the Company. A Noteholder may exercise his option to redeem in accordance with this Condition 4.3 by giving 3 month's written notice to the Company of his intention to redeem the Notes. If a Noteholder gives less than 3 month's written notice, the option to redeem may be granted to the Noteholder at the Company's discretion.
- 4.4 A Noteholder (or, where appropriate, a Noteholder's Personal Representative) shall be entitled to require all of his holding of Notes to be redeemed at par prior to the Final Redemption Date together with accrued interest up to (but excluding) the date of redemption:
- 4.4.1 on the death of a Noteholder (provided the Company has received 3 months' written notice of the requirement to redeem the Notes and has received a copy of the death certificate in respect of the Noteholder);
- 4.4.2 in the case of a Noteholder who is an Establisher or trustee of a Self Invested Personal Pension Plan or trustee or trustees of a Small Self Administered Scheme, on the death of the underlying beneficiary (or one of the beneficiaries) of the Self Invested Personal Pension Plan or Small Self Administered Scheme (provided the Company has received 3 months' written notice of the requirement to redeem the Notes and has received a copy of the death certificate in respect of the underlying beneficiary in question);
- 4.4.3 on or any time on or after the occurrence of any of the following events (each an **"Event of Default"**):
- 4.4.3.1 the Company fails to pay any principal monies or interest on any of the Notes within 30 days after the due date for payment therefor; or
- 4.4.3.2 the Company fails to comply with any provision of the Instrument or the Security Document and such failure continues for a period of 10 business days following the giving of notice in writing by the Noteholders to the Company of such failure; or
- 4.4.3.3 possession is taken by an encumbrancer or a receiver, trustee, administrator or similar officer is appointed of the whole or a substantial part of the undertaking or property of the Company or directly analogous proceedings occur in another jurisdiction and such person has not been paid out or discharged within 30 days; or
- 4.4.3.4 the Company is unable or admits inability to pay its debts as they fall due or otherwise becomes insolvent or stops or suspends making payments (whether of principal or interest), applies for a moratorium or enters into a standstill with respect to all or any class of its debts or announces an intention to do so; or
- 4.4.3.5 the Company suspends or ceases or threatens to suspend or cease to carry on its business; or
- 4.4.3.6 any petition is presented or other step is taken for the purpose of winding up the Company or an order is made or resolution passed for the winding up of the Company or a notice is issued convening a meeting for the purpose of passing any such resolution; or

- 4.4.3.7 the Company receives from any person a notice of intention to appoint an administrator (under Schedule B1 Insolvency Act 1986), the Company requests the appointment of an administrator, an application is made for the appointment of an administrator, or a petition is presented for an administration order in respect of the Company; or
- 4.4.3.8 any steps are taken, or negotiations commenced, by the Company or by any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the Company and any of its creditors including, without limitation, a moratorium under the Insolvency Act 2000; or
- 4.4.3.9 any administrative or other receiver is appointed over the Company or any part of its assets and/or undertaking or any other steps are taken to enforce any encumbrance over all or any part of the assets of the Company;
- 4.4.3.10 any Financial Indebtedness of the Company is not paid when due nor within any originally applicable grace period.

Such right shall be exercisable by the relevant Noteholder completing and signing the notice of redemption set out in this certificate, setting out the grounds on which the Noteholder is relying under this Condition 5.4, and delivering the notice in accordance with the provisions of Condition 6 and the instructions on the notice and, upon such delivery, the relevant Notes shall immediately become redeemable at par together with accrued interest up to (and including) the date of redemption. Such notice shall be irrevocable.

- 4.5 The Company shall notify the Noteholders forthwith of the occurrence of any of the events described in Condition 4.4.3.
- 4.6 The Company may at any time purchase Notes at any price by tender (available to all Noteholders alike) or private treaty or otherwise by agreement with the relevant Noteholder.
- 4.7 The Company shall cancel any Notes redeemed or purchased and may not reissue or resell such Notes.

5 Dealings

No application has been or will be made to any stock exchange for the Notes to be listed, dealt in or otherwise publicly traded.

6 Procedure on redemption and unclaimed monies

- 6.1 A Noteholder, any of whose Notes are due to be redeemed under any of the provisions of these Conditions shall, not later than the due date for redemption, deliver to the Company (at its registered office for the time being or such other place in the United Kingdom as the Company may, from time to time, notify to the Noteholders) the certificate(s) for the Notes (or an indemnity in accordance with paragraph 6 of Schedule 2 of the Instrument where such certificate(s) is lost, defaced or destroyed) for cancellation. Upon delivery and against a receipt (if the Company so requires) for the moneys payable in respect of the Notes (including any premium where applicable), the Company shall pay to the Noteholder those moneys. If any certificate so delivered includes any Notes which are not to be redeemed at the time at which it is so delivered, the Company shall issue to the Noteholder, without charge, a new certificate for the balance of such Notes.
- 6.2 If any Noteholder fails to comply with the provisions of Condition 6.1, the Company may pay all amounts payable in respect of the Notes into a separate interest-bearing bank account.

6.3 The payment of an amount into a bank account by the Company pursuant to the provisions of Condition 6.2 does not constitute the Company a trustee in respect of the amount and is deemed for all purposes to be a payment to the Noteholder and, if such amount represents all amounts payable in respect of any Notes, the Company is discharged from all obligations in respect of such Notes. The Company is not responsible for the safe custody of the amounts or related interest deposited into such bank account. The Company is, and the Noteholder is not, entitled to interest accrued on the amount deposited to such bank account.

6.4 The Company may invest or otherwise use all unclaimed amounts in respect of any Notes until claimed. Amounts in respect of accrued interest on any Notes which remain unclaimed by the Noteholder for a period of six years and amounts due in respect of principal which remain unclaimed for a period of twelve years, in each case from the date on which the relevant payment first becomes due, revert to the Company and the Noteholder ceases to be entitled to the amounts.

7 Modification of rights

The provisions of the Instrument and the rights of the Noteholders against the Company may from time to time be modified, abrogated or compromised in any respect with the sanction of a Special Resolution and with the written consent of the Company.

8 Security trustee

8.1 The Noteholders hereby irrevocably appoint the Security Trustee as its security agent and trustee for the purposes of the Security Document and to take such action and exercise such powers and discretion as are set out in this Instrument or the Security Trust Deed.

8.2 By virtue of such appointment, each of the Noteholders hereby authorises the Security Trustee (whether or not by or through employees or agents);

8.2.1 to exercise such rights, remedies, powers and discretions as are specifically delegated to or conferred upon the Security Trustee by this Instrument and/or the Security Document together with such powers and discretions as are reasonably incidental thereto; and

8.2.2 to take such action on its behalf as may from time to time be authorised under or in accordance with this Instrument and/or the Security Document.

9 Security

9.1 The Noteholders will have the benefit of the Security Document.

9.2 Any requirement or direction to the Security Trustee to act or refrain from taking any action under the Security Document or the Security Trust Deed shall be given by the Noteholder by Special Resolution.

10 Notices

10.1 A notice to be given to or by a Noteholder under the Instrument or these Conditions shall be in writing.

10.2 A notice or other document may be given to a Noteholder by the Company either personally or by sending it by first class post in a pre-paid envelope addressed to the Noteholder at his registered address, or by leaving it at that address (or at another address notified for the purpose) in an envelope addressed to the Noteholder.

10.3 In the case of joint holders of any Notes, a notice or other document shall be given to whichever of them is named first in the Register in respect of the joint holding and notice given in this way is sufficient notice to all joint holders.

- 10.4 If a Noteholder (or, in the case of joint holders, the person first named in the Register) has a registered address outside the United Kingdom but has notified the Company of an address in the United Kingdom at which notices or other documents may be given to him, he is entitled to have notices given to him at that address, but otherwise no such Noteholder or person is entitled to receive a notice or other document from the Company.
- 10.5 A notice or other document addressed to a Noteholder at his registered address or address for service in the United Kingdom is, if sent by post, deemed to be given within 24 hours if pre-paid as first class post and within 48 hours if pre-paid as second class post after it has been posted, and in proving service, it is sufficient to prove that the envelope containing the notice or document was properly addressed, pre-paid and posted. A notice or document not sent by post but left at a registered address or address for service in the United Kingdom is deemed to be given on the day it is left.
- 10.6 A person who becomes entitled to a Note by transmission or otherwise is bound by a notice in respect of the Note, which, before his name is entered in the Register, has been properly served on a person from whom he derives his title.
- 10.7 Where a person is entitled by transmission to any Notes, the Company may give a notice or other document to that person as if he were the holder of such Notes by addressing it to him by name or by the title of representative of the deceased or trustee of the bankrupt member (or by similar designation) at an address in the United Kingdom supplied for that purpose by the person claiming to be entitled by transmission. Until an address has been supplied, a notice or other document may be given in any manner in which it might have been given if the death or bankruptcy or other event had not occurred. The giving of notice in accordance with this Condition 10.7 is sufficient notice to all other persons interested in the relevant Notes.

REDEMPTION NOTICE

To: [●] (the "Company")

I/We, the registered holder(s) of the Notes represented by this certificate, give notice that I/we require the Company to redeem ⁽¹⁾ all/£[●] only of the principal amount of the Notes on [●]. ⁽²⁾

Please pay the redemption moneys by cheque and send it by ordinary post at my/our risk to ⁽³⁾:

[insert name and address for payment]

.....

.....

.....

I/We acknowledge that the payment of the monies in the manner hereby authorised shall be in full and final satisfaction of the monies to which I/we become entitled upon such redemption.

Dated:20[●]

Signatures by individual⁽⁴⁾:

1.

2.

3.

4.

Execution by a company:

Signed by the person named below for and on behalf of the company named in the certificate:

.....

.....

.....

Signature

Name of the person

Position in the Company

Notes

- (1) Delete and/or complete as appropriate. The Notes are redeemable in accordance with Condition 3.2.
- (2) This certificate with the redemption notice completed and signed must be received by the Company at the above address (or such other address as the Company may from time to time have appointed for the purpose and notified to the Noteholders) not less than 30 days before the date for redemption specified in the notice.
- (3) If no name or address is inserted, payment will be made and sent to the registered address of the Noteholder (or in the case of joint Noteholders, to one of the Noteholders).
- (4) All joint holders must sign.

SCHEDULE 2

PROVISIONS AS TO REGISTRATION, TRANSMISSION AND OTHER MATTERS

1 Trusts not recognised

Except as ordered by a court of competent jurisdiction or as required by law, the Company shall not recognise a person as holding any Notes on trust and is not bound by or otherwise compelled to recognise (even if it has notice of it) an equitable, contingent, future, partial or other claim to or interest in any Notes other than an absolute right in the holder to the whole of the relevant Notes. The receipt of the registered holder for the time being of any Notes or, in the case of joint registered holders, the receipt of any of them, for the principal monies payable in respect of the Notes, for the interest from time to time accruing due in respect of the Notes or for any other monies payable in respect of the Notes, shall be a good discharge to the Company, notwithstanding any notice it may have, whether express or otherwise, of the right, title, interest or claim of any other person to or in such Notes, interest or monies. The Company shall not be bound to enter into any notice of any trust, whether express, implied or constructive, on the Register in respect of any Notes or recognise any such trust.

2 Recognition of Noteholder

The Company shall recognise a Noteholder as entitled to his Notes and all payments in respect thereof, free from any equity, set-off or counter-claim on the part of the Company against that Noteholder or the original or any intermediate holder of the Notes.

3 Transfer of Notes

Subject to the provisions of paragraph 4, a Noteholder may not transfer his Notes.

4 Transfers by an Establisher

- 4.1 Any Noteholder who is an Establisher or trustee of a Self Invested Personal Pension Plan or trustee or trustees of a Small Self Administered Scheme and who provides evidence to the reasonable satisfaction of the Company that they are required to transfer or assign ownership of certain Notes held by them as Establisher or trustee of a Self Invested Personal Pension Plan or trustee or trustees of a Small Self Administered Scheme in order to:

- 4.1.1 deal with the payment of death benefits;
- 4.1.2 deal with the payment of a "Cash Equivalent" under section 94 of the Pension Schemes Act 1993;
- 4.1.3 comply with a pension-sharing order on divorce or in respect of a beneficiary of a Self Invested Personal Pension Plan or Small Self Administered Scheme;
- 4.1.4 transfer such Notes to another person who is to act as trustee or trustees of the Self Invested Personal Pension Plan or Small Self Administered Scheme (provided that there is no change in the investment terms, or the underlying beneficiary, of the Self Invested Personal Pension Plan or Small Self Administered Scheme in question); or
- 4.1.5 transfer such Notes to the underlying beneficiary of the Self Invested Personal Pension Plan or Small Self Administered Scheme,

may transfer or assign that portion of the Notes held by them in accordance with paragraphs 4.2 to 4.5 below;

- 4.2 Any Notes being transferred in accordance with paragraph 4.1 of this Schedule 2 are transferable or assignable by instrument in writing in the usual common form (or in such other form as the Board may approve) in amounts and multiples of £1000. There shall not be included in any instrument of transfer or assignment any notes other than the Notes constituted by this Instrument.
- 4.3 Every instrument of transfer or assignment shall be duly signed by or on behalf of the transferor of the Notes and the transferor of the Notes shall be deemed to remain the owner of the Notes to be transferred or assigned until the name of the transferee or assignee is entered into the Register in respect of such transferred Notes.
- 4.4 Every instrument of transfer or assignment shall be left for registration at the address where the Register is maintained for the time being (as referred to in clause 5.1 of this Instrument) accompanied by the certificates(s) for the Notes (or any indemnity in respect thereof) to be transferred or assigned, together with such other evidence as the Board or any other officers of the Company authorised to deal with may require to provide the title of the transferor or his right to transfer the Notes and if the instrument of transfer is executed by some other person on the transferor's behalf the authority of that person to do so. All instruments of transfer or assignment which are registered shall be retained by the Company.
- 4.5 No fee shall be charged for the registration of any transfer or assignment or for the registration of any confirmation, probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any Notes or for making any entry in the Register relating to or affecting the title to any Notes.

5 Transmission of Notes

- 5.1 The Company may recognise only the personal representatives of a deceased Noteholder as having title to a Note held by that Noteholder alone or to which he alone was entitled. In the case of a Note held jointly by more than one person, the Company may recognise only the survivor or survivors as being entitled to it.
- 5.2 Nothing in this Instrument releases the estate of a deceased Noteholder from liability in respect of any Notes which has been solely or jointly held by him.
- 5.3 A person becoming entitled by transmission to any of the Notes may, on production of any evidence the Board may require, elect either to be registered as a Noteholder or to have a person nominated by him registered as a Noteholder. If he elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have another person registered, he shall execute an instrument of transfer of the relevant Notes to that person. All the provisions of this Instrument relating to the transfer of any of the Notes apply to the notice or instrument of transfer (as the case may be) as if it were an instrument of transfer executed by the Noteholder and his death, bankruptcy or other event giving rise to a transmission of entitlement had not occurred.
- 5.4 The Board may give notice requiring a person to make the election referred to in paragraph 5.3 above. If that notice is not complied with within 60 days of the giving of such notice, the Board may (in the case of redemption) withhold payment of principal moneys, interest and all other amounts payable in respect of the relevant Notes until notice of election has been made.
- 5.5 Where a person becomes entitled by transmission to any of the Notes, the rights of the Noteholder in relation to the relevant Notes cease. The person entitled by transmission may, however, give a good discharge for principal moneys, interest and other amounts payable in respect of the Notes and, subject to paragraphs 5.3, 5.4 and 7.4, has the rights to which he would be entitled if he were the holder of the relevant Notes. The person entitled by transmission is not, however, before he is registered as the holder of the relevant Notes, entitled in respect of it to receive notice of or exercise rights conferred by being a Noteholder in relation to meetings of the Noteholders.

6 Replacement certificates

Where a Note certificate is worn out, defaced, lost or destroyed, the Board may cancel it and issue a replacement certificate on such terms as to provision of evidence and indemnity (with or without security) and to payment of any exceptional costs incurred by the Company in the investigation of that evidence and the preparation of that indemnity and security, as the Board may decide, and on surrender of the original certificate (where it is worn out or defaced).

7 Payments of amounts in respect of Notes

- 7.1 The Company may pay principal moneys, interest or any other amount payable in respect of the Notes in cash or by cheque, warrant or money order, or by a bank or other funds transfer system, or by such other method as the holder or joint holders of the Notes in respect of which the payment is made (or the person or persons entitled by transmission to such Notes) may in writing direct. The holder, a joint holder or other person jointly entitled to any of the Notes may give an effective receipt for principal moneys, interest or other amount paid in respect of the relevant Notes.
- 7.2 The Company may send a cheque, warrant or order by post:
- 7.2.1 in the case of a sole holder, to his registered address;
 - 7.2.2 in the case of joint holders, to the registered address of the person whose name stands first in the Register;
 - 7.2.3 in the case of a person or persons entitled by transmission to a Note, as if it were a notice given in accordance with Condition 10.7; or
 - 7.2.4 in any other case, to a person and address that the person or persons entitled to the payment may in writing direct.
- 7.3 Every cheque, warrant or order is sent at the risk of the person entitled to the payment and shall be made payable to the order of the person or persons entitled. The payment of the cheque, warrant or order is a good and effective discharge to the Company of its obligations in respect of payment of the relevant amount. If payment is made by a bank or other funds transfer, or by another method at the direction of the holder or holders or other person or persons entitled, the Company is not responsible for amounts lost or delayed in the course of the transfer, or in carrying out those directions.
- 7.4 The Board may withhold payment of principal moneys, interest and all other amounts payable to a person entitled by transmission to any of the Notes until he has provided any evidence of his right that the Board may reasonably require.
- 7.5 If the due date for payment of an amount in respect of the Notes is not a business day, the Noteholder is not entitled to payment of the amount until the next following business day, and is not entitled to any further interest or other payment in respect of the resulting delay in payment.
- 7.6 For the avoidance of doubt, if several persons are entered into the register as joint registered holders of any notes then without prejudice to paragraphs 6.1 to 6.5 above the receipt of any one of such persons for any interest or principal or other money payable in respect of such notes shall be as effective a discharge to the Company as if the person signing such receipt were the sole registered holder of such notes.

SCHEDULE 3

PROVISIONS FOR MEETINGS OF NOTEHOLDERS

1. Convening of meetings

- 1.1 The Company may at any time convene a meeting of the Noteholders.
- 1.2 The Company shall convene a meeting of the Noteholders immediately on receipt of a request in writing from Noteholders holding at the date of the deposit of the request not less than one-quarter in principal amount of the Notes outstanding as at that date.
- 1.3 The request:
 - 1.3.1 shall state the objects of the meeting;
 - 1.3.2 shall be signed by the registered holders of the relevant Notes and deposited at the Company's registered office; and
 - 1.3.3 may consist of several documents in like form each signed by one or more Noteholders.
- 1.4 A meeting is to be held at such place in the United Kingdom as the Company may decide.

2. Length and form of notice

- 2.1 A meeting convened for the passing of a Special Resolution shall be called by not less than 21 clear days' notice. All other meetings shall be called by not less than 14 clear days' notice.
- 2.2 The notice of meeting shall specify:
 - 2.2.1 the place, date and time of the meeting;
 - 2.2.2 the terms of each resolution to be proposed; and
 - 2.2.3 with reasonable prominence, that a Noteholder entitled to attend and vote may appoint one or more proxies to attend and, on a poll, vote instead of the Noteholder and that a proxy need not also be a Noteholder.
- 2.3 The accidental omission to send a notice of meeting or, in cases where it is sent out with the notice, an instrument of proxy to, or the non-receipt of either by a Noteholder does not invalidate the proceedings at a meeting or any resolution passed at any such meeting.

3. Quorum

- 3.1 No business may be transacted at a meeting unless a quorum is present. The absence of a quorum does not prevent the appointment of a chairman in accordance with paragraph 5, which is not treated as part of the business of the meeting.
- 3.2 The quorum for a meeting convened for the purpose of passing a Special Resolution is two Noteholders holding or representing by proxy a majority in principal amount of the Notes outstanding at the date of the meeting. The quorum for a meeting convened for any other purpose is persons holding or representing by proxy one-quarter in principal amount of the Notes outstanding at the date of the meeting.

4. Procedure if quorum not present

4.1 If a quorum is not present within 30 minutes (or such longer period as the chairman in his absolute discretion may decide) from the time fixed for the start of the meeting or if during the meeting a quorum ceases to be present, the meeting:

4.1.1 if on the requisition of the Noteholders, is dissolved; or

4.1.2 in any other case, stands adjourned to such time (being not less than 14 days nor more than 28 days later) and place as the chairman (or, in default, the Board) may decide.

4.2 At an adjourned meeting, the quorum is the Noteholder(s) present in person or by proxy, whatever the principal amount of the Notes held by him/them. If a quorum is not present within 30 minutes (or such longer period as the chairman in his absolute discretion may decide) from the time fixed for the start of the meeting or if during the meeting a quorum ceases to be present, the adjourned meeting is dissolved.

4.3 The Company shall give not less than 7 clear days' notice of any meeting adjourned for the lack of a quorum and the notice shall comply with paragraph 2.2 and state the quorum requirement. For the avoidance of doubt the notice shall not conflict with the provisions of paragraph 9.

5. Chairman

5.1 A person nominated by the Company shall preside as chairman at a meeting.

5.2 The Noteholders present at the meeting shall select one of their number to be chairman if:

5.2.1 no person has been nominated by the Company; or

5.2.2 at the meeting, the person nominated by the Company is not (i) present within 15 minutes after the time fixed for the start of the meeting or (ii) willing to act.

6. Right to attend and speak

Each member of the Board and any other person authorised in that behalf by the Board may attend and speak at a meeting whether or not he is a Noteholder.

7. Power to adjourn

7.1 The chairman may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn a meeting from time to time and from place to place or for an indefinite period.

7.2 Without prejudice to any other power which he may have under the provisions of this schedule or at common law, the chairman may, without the consent of the meeting, interrupt or adjourn a meeting from time to time and from place to place or for an indefinite period if he decides that it has become necessary to do so in order to:

7.2.1 secure the proper and orderly conduct of the meeting;

7.2.2 give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or

7.2.3 ensure that the business of the meeting is properly disposed of.

8. Notice of adjourned meeting

Without prejudice to paragraph 4.3, whenever a meeting is adjourned for 28 days or more or for an indefinite period, at least seven clear days' notice specifying the place, the date and the time of the adjourned meeting and the general nature of the business to be transacted shall be given to the Noteholders and each member of the Board. Except in these circumstances and subject to paragraph 4.3, it is not necessary to give notice of an adjourned meeting or of the business to be transacted at the adjourned meeting.

9. Business at adjourned meeting

No business may be transacted at an adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

10. Method of voting

10.1 At a meeting, a resolution put to the vote of the meeting is decided by a show of hands unless (before or on the declaration of the result of the show of hands) a poll is duly demanded.

10.2 A poll may be demanded on a question by the chairman of the meeting or a Noteholder or Noteholders present in person or by proxy representing in total not less than one quarter in principal amount of the Notes outstanding at the date of the meeting.

10.3 A demand by a proxy is deemed to be a demand by the Noteholder appointing the proxy.

10.4 Unless a poll is demanded and the demand is not withdrawn, a declaration by the chairman that the resolution has been carried, or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book containing the minutes of proceedings, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11. Procedure on a poll

11.1 If a poll is properly demanded, it shall be taken in such manner as the chairman may direct. He may appoint scrutineers, who need not be Noteholders, and may fix a time and place for declaring the result of the poll. The result of the poll is deemed to be the resolution of the meeting at which the poll is demanded.

11.2 A poll demanded on the election of a chairman or on any question of adjournment shall be taken at the meeting and without adjournment. A poll demanded on another question shall be taken at such time and place as the chairman may decide, either at once or after an interval or adjournment (but not more than 30 clear days after the date of the demand).

11.3 Notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

11.4 The demand for a poll may be withdrawn but only with the consent of the chairman. A demand withdrawn in this way validates the result of a show of hands declared before the demand is made. In the case of a poll demanded before the declaration of the result of a show of hands, the meeting shall continue as if the demand had not been made.

11.5 The demand for a poll (other than on the election of the chairman or on a question of adjournment) does not prevent the meeting continuing for the transaction of business other than the question on which a poll has been demanded.

11.6 On a poll, votes may be given in person or by proxy and a Noteholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

12. Votes of Noteholders

12.1 At a meeting, every Noteholder present in person has, on a show of hands, one vote and every Noteholder present in person or by proxy has, on a poll, one vote for every £1 in principal amount of the Note or Notes of which he is the holder.

12.2 In the case of joint holders of a Note, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority is determined by the order in which the names of the holders stand in the Register.

13. Casting vote

In the case of an equality of votes, the chairman has, on a show of hands and on a poll, a casting vote in addition to a vote to which he is entitled as a Noteholder.

14. Voting by proxy

14.1 An instrument appointing a proxy shall be in writing in any usual form (or in another form approved by the Board) executed by the appointor or his duly constituted attorney or, if the appointor is a company, under its seal or under the hand of its duly authorised officer or attorney or other person authorised to sign.

14.2 An instrument of proxy is deemed (unless the contrary is stated in it) to confer authority to demand or join in demanding a poll and to vote on a resolution or amendment of a resolution put to, or other business which may properly come before, the meeting or meetings for which it is given, as the proxy thinks fit.

14.3 A proxy need not be a Noteholder.

14.4 A Noteholder may appoint more than one proxy to attend on the same occasion. When two or more valid but differing instruments of proxy are delivered for the same Note for use at the same meeting, the one which is last validly delivered (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other or others as regards that Note.

14.5 Deposit of an instrument of proxy does not prevent a Noteholder attending and voting in person at the meeting or an adjournment of the meeting or on a poll.

14.6 An instrument of proxy is (unless the contrary is stated in it) valid for an adjournment of the meeting as well as for the meeting or meetings to which it relates. An instrument of proxy is valid for 12 months from the date of execution.

14.7 The Company may send an instrument of proxy to all or none of the persons entitled to receive notice of and to vote at a meeting. If sent, the instrument shall provide for two-way voting (without prejudice to a right to abstain) on all resolutions set out in the notice of meeting.

15. Deposit of proxy

15.1 An instrument of proxy, and (if required by the Board) a power of attorney or other authority under which it is executed or a copy of it notarially certified or certified in some other way approved by the Board, shall be:

15.1.1 deposited at the Company's registered office, or another place in the United Kingdom specified in the notice convening the meeting or in an instrument of proxy or other accompanying document sent by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting or the taking of a poll at which the person named in the instrument proposes to vote;

- 15.1.2 in the case of a meeting adjourned for less than 28 days but more than 48 hours or in the case of a poll taken more than 48 hours after it is demanded, deposited as required by paragraph 15.1.1 not less than 24 hours before the time appointed for the holding of the adjourned meeting or the taking of the poll; or
- 15.1.3 in the case of a meeting adjourned for less than 48 hours or in the case of a poll not taken immediately but taken not more than 48 hours after it was demanded, delivered at the adjourned meeting or at the meeting at which the poll was demanded to the chairman or to the secretary or to a director of the Company.
- 15.2 An instrument of proxy not deposited or delivered in accordance with paragraph 15.1 is invalid.

16. When votes by proxy valid though authority revoked

A vote given or poll demanded by a proxy or authorised representative of a company is valid despite termination of his authority unless notice of termination is received by the Company at its registered office (or other place specified for depositing the instrument of proxy) at least one hour before the time for holding the meeting or adjourned meeting at which the vote is given or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

17. Corporate representative

A company which is a Noteholder may, by resolution of its directors or other governing body, authorise a person to act as its representative at a meeting or at a separate meeting of the holders of a class of shares (the "**Representative**"). The Representative may exercise on behalf of the company (in respect of that part of the company's holding of Notes to which the authorisation relates) those powers that the company could exercise if it were an individual Noteholder. The company is for the purposes of this schedule deemed to be present in person at a meeting if the Representative is present. Each reference to attendance and voting in person is to be construed accordingly. A member of the Board or the secretary of the Company or other person authorised for the purpose by the secretary may require the Representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

18. Objection to and error in voting

No objection may be made to the qualification of a voter or to the counting of, or failure to count, a vote, except at the meeting or adjourned meeting at which the vote objected to is tendered or at which the error occurs. An objection properly made shall be referred to the chairman and only invalidates the result of the voting if, in the opinion of the chairman, it is of sufficient magnitude to affect the decision of the meeting. The decision of the chairman is conclusive and binding on all concerned.

19. Amendments to resolutions

If an amendment proposed to a resolution under consideration is ruled out of order by the chairman, the proceedings on the substantive resolution are not invalidated by an error in his ruling.

20. Powers of meetings of Noteholders

- 20.1 In addition to any other power, a meeting of Noteholders may by Special Resolution and with the written consent of the Company sanction any modification, abrogation or compromise in any respect of:

20.1.1 the provisions of this Instrument; or

- 20.1.2 the rights of the Noteholders against the Company, whether those rights arise under this Instrument or otherwise.
- 20.2 Without limiting paragraph 20.1, the Noteholders have power to sanction in accordance with paragraph 20.1:
- 20.2.1 an agreement for postponing or advancing the time for the payment of principal moneys or interest payable in respect of the Notes;
- 20.2.2 an agreement for increasing or reducing the rate of interest or for the capitalisation of any interest;
- 20.2.3 an agreement for the exchange of Notes for, or conversion of Notes into, other securities of the Company or another company; and
- 20.2.4 a matter which under the provisions of this Deed is required to be sanctioned by Special Resolution.
- 20.3 A Special Resolution is binding upon each Noteholder whether or not present at the meeting and each Noteholder is bound to give effect to the Special Resolution.

21. Definition of Special Resolution

The expression "**Special Resolution**" means a resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions herein contained by a majority consisting of not less than 75% of the persons voting thereat (whether in person or by proxy) upon a show of hands and if a poll is demanded then by a majority consisting of not less than 75% of the votes given on such poll.

22. Written resolutions

A resolution in writing executed by or on behalf of Noteholders holding not less than 75% in principal amount of Notes for the time being outstanding who would have been entitled to vote upon it if it had been proposed at a meeting at which he was present is as effective as if it had been passed at a meeting duly convened and held. The resolution in writing may consist of several instruments in the same form each duly executed by or on behalf of one or more Noteholders. If the resolution in writing is described as a Special Resolution, it has effect accordingly.

23. Minutes of meetings

- 23.1 The Company shall cause minutes of all proceedings of meetings of the Noteholders to be entered in books kept for that purpose.
- 23.2 A minute, if purporting to be signed by the chairman for the meeting at which the proceedings were had, or by the chairman of the next meeting, is conclusive evidence of the proceedings.
- 23.3 Where minutes have been made in accordance with this paragraph 23 of the proceedings at a meeting then, until the contrary is proved, the meeting is deemed duly held and convened, and all proceedings had at the meeting to have been duly had.

EXECUTION PAGE

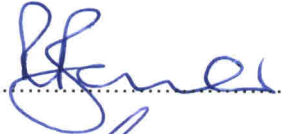
SIGNED as a DEED by EMPIRE
PROPERTY HOLDINGS 2 LIMITED
acting by a director in the presence of:

Witness signature

Witness name

Witness address

Witness occupation





SEBASTIAN WAHLSTROM

Jackson Barrett & Gass

Smithy Annexe

112 Adlington Road

Wilmslow

Cheshire SK9 2LN

SOLICITOR