**DATED 14th March 2018**

**And re-executed pursuant to an amending**

**Special Resolution**

**of Bondholders passed on 28th September 2018**

**AMBERSIDE ALP PLC** (as Issuer)

**INVESTOR BOND INSTRUMENT**

**CONSTITUTING UP TO £100,000,000 FIXED RATE**

**SECURED BONDS 2018**

**Contents**

[1. interpretation 1](#_Toc508031348)

[2. covenant to pay principal and interest 5](#_Toc508031349)

[3. issue 5](#_Toc508031350)

[4. SECURITY 9](#_Toc508031351)

[5. Miscellaneous 9](#_Toc508031352)

[6. NOTICES 10](#_Toc508031353)

[7. THIRD PARTY RIGHTS 10](#_Toc508031354)

[8. Governing law and jurisdiction 10](#_Toc508031355)

[Schedule 1 Certificate and Conditions 11](#_Toc508031356)

[Schedule 2 Provisions as to registration, transfer, transmission and replacement of Bonds 20](#_Toc508031357)

[Schedule 3 Provisions for meetings and resolutions of Bondholders 23](#_Toc508031358)

**This Instrument** by way of **Deed Poll** is executed on the 14th March 2018 and re-executed pursuant to an amending Special Resolution of Bondholders passed on 28th September 2018

**BY:**

**AMBERSIDE ALP PLC** a public limited company incorporated in England and Wales with company number: 11041038 whose registered office is at Amberside House, Wood Lane, Hemel Hempstead, Hertfordshire, HP2 4TP (the **Company**).

**Background**

1. The Company has created and agreed to issue up to £100,000,000 fixed rate secured loan Bonds to be constituted in the manner set out in this Instrument.
2. The Bonds will be in registered form.
3. The Bonds will be issued under a bond issuance programme (the "Programme") constituted by this Instrument and offered to Bondholders pursuant to an Information Memorandum dated • 2018 and Final Terms of Issue.
4. On their application to subscribe for Bonds or, as the case may be, in applying to register any Bonds which have been transferred to them or to which they have become entitled by transmission, the Bondholders agree to accept the terms of the Bond Documents.

**This Instrument Witnesses** as follows:

# interpretation

* 1. In this Instrument and its Schedules, unless the context otherwise requires, each of the following expressions has the meaning set out below:

**Act:** means the Companies Act 2006;

**ALP:** means Amberside ALP Trading Limited a private limited company incorporated in England and Wales with company number 11146970;

**Articles:** means the Articles of Association of the Company;

**Bondholder:** means in relation to a Bond, the person or persons in whose name such Bond is registered for the time being in the Register;

**Bonds:** means the fixed rate secured Bonds of the Company constituted by this Instrument or as the case may be the principal amount of the Bonds for the time being issued and outstanding and a reference to a **Bond** is a reference to any one of such Bonds;

**Bond Documents:** means collectively, this Bond Instrument, all Final Terms of Issue, each Bond, the Security Documents, each Deed of Accession and any other document so designated by the Security Trustee and the Company;

**Business Day:** means a day, except a Saturday or Sunday, on which banks in the City of London are open for business generally;

**Companies Act:** means the Companies Act 2006;

**Company Security:** means a debenture containing fixed and floating charges in the form agreed between the Company and the Security Trustee executed, or to be executed, by the Company in favour of the Security Trustee;

 **Conditions:** means the terms and conditions (to which the Bonds are subject) endorsed on the Bonds in the form, or substantially in the form, set out in Schedule 1 as the same may from time to time be modified in accordance with this Instrument and any reference in this Instrument to a numbered Condition shall be construed accordingly;

**Deed of Accession:** means a deed of accession substantially in the form of Schedule 1 to the Security Trust Deed;

**Directors:** means the board of directors of the Company from time to time;

**“Diversified Bonds”.** means all Bonds other than S Bonds.

**Event of Default:** means an event referred to in Condition 7.1;

**Final Terms of Issue** any supplemental document issued by the Company in respect of a series of Bonds specifying the commercial details of such series, including (but not limited to) the interest rate, the maximum nominal amount, the minimum nominal amount, the commencement date, the closing date, the repayment date, and interest payment dates.

**Group:** means the Company and any subsidiary of the Company and **Group Company** means any of them;

**Information Memorandum:** means the information memorandum published by the Company in March 2018 in relation to the offer to the public of Bonds with a nominal value not exceeding £4,400,000 as at the latest practicable date before (but in any event not more than 3 working days before) the date on which the offer is first made;

**Intercreditor Deed:** means any deed agreement or document governing the ranking of security interests in assets which is made between, amongst others, the Company and any creditor of the Company;

**Interest Payment Date:** has the meaning ascribed to it in Condition 3;

**Interest Period:** has the meaning ascribed to it in Condition 3;

**Linked Loan(s)** means a loan or loans made by ALP which is or are to be funded by the capital raised by a Series of S Bonds as described by the Final Terms of Issue published in connection with that Series of S bonds, and so that, in this deed, references to a Linked Loan being attributed to a Series of S bonds or to a Series of S Bonds being attributed to a particular Linked Loan is a reference respectively to the loan or loans described in the Final Terms of Issue for that Series or, as the case may be, to the Series of S Bonds in whose Final Terms of Issue that Linked Loan is so described.

**Register:** means the register of Bondholders maintained by the Company;

**Registrar:** means the Secretary of the Company from time to time or any other persons appointed by the Company to be the registrar of the Bonds;

**Redemption Date:** the repayment date or dates as specified in this Instrument or (as the case may be) the relevant Final Terms of Issue for the Bonds in question (or if such date is not a Business Day, the next following Business Day);

**“S Bonds”** means those Bonds which are issued from time to time pursuant to the terms of the Bond Instrument the capital raised by which is to be wholly deployed in funding the Linked Loans described in their Final Terms of Issue.

**Security Documents:** means the Company Security, the Subsidiary Guarantee and Debenture and the Security Trust Deed, together with any other document entered into by any Group Company creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Group Companies under any of the Bond Documents;

**Security Trust Deed:** means the security trust deed dated on or about the date of this Instrument made between the Company and the Security Trustee, setting out (among other things) the terms of appointment of the Security Trustee, as amended from time to time;

**Security Trustee:** means **CITY PARTNERSHIP TRUSTEE LIMITED** a private limited company incorporated in England and Wales with company number: 08909187 (as security trustee for itself and the Bondholders from time to time on the terms set out in the Security Trust Deed or such other person as is appointed as the security trustee under the Security Trust Deed acting as security trustee for itself and the Bondholders and includes any successor appointed pursuant to the Security Trust Deed);

**Series:** has the meaning given in clause 3.1

**Special Resolution:** has the meaning given in paragraph 19 of Schedule 3;

**Specified Majority:** means Bondholders holding for the time being more than half in nominal value of all Bonds then outstanding, or, where the matter only concerns a Series of Bonds or more than one but not all Series of Bonds, then it means the Bondholders holding for the time being more than half in nominal value of each relevant Series of Bonds then outstanding;

**Sterling or £:** means the lawful currency of England;

**Subsidiary Guarantee and Debenture:** means a guarantee and debenture containing fixed and floating charges in the form agreed between the Company and ALP executed, or to be executed, by ALP in favour of the Company and to which future Group Companies are required to accede;

 **Tranche:** has the meaning given in clause 3.2; and

**Tranche Terms:** has the meaning given in clause 3.2.

* 1. Words and expressions defined in the Conditions shall have the same meanings in this Instrument.
	2. In this Instrument:
		+ 1. headings are for convenience only and shall not affect its interpretation;
			2. references to clauses and Schedules are to be construed as references to the clauses of, and schedules to, this Instrument, references to paragraphs are to be construed as references to paragraphs of the Schedules and references to this Instrument include its Schedules;
			3. references to (or to any specified provisions of) this Instrument or any other document or instrument shall be construed as a reference to this Instrument, that provision or that document or instrument as in force for the time being and as amended from time to time in accordance with the terms thereof;
			4. words denoting the singular number shall include the plural and vice versa;
			5. references to persons shall include individuals, corporations (where incorporated), unincorporated associations (including partnerships), trusts, any form of governmental body, agency or authority and any other organisation of any nature (in each case, whether or not having separate legal personality);
			6. a reference to a provision of law includes a reference to any provision which from time to time amends, extends, consolidates or replaces that provision and any subordinate legislation made under any such provision;
			7. **clear days** means, in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
			8. a Bond is **outstanding** unless it has been redeemed in full or has been purchased by the Company pursuant to the provisions of this Instrument;
			9. words importing a gender include every gender;
			10. **redemption** shall mean redemption of the Bonds and shall include repayment and vice versa;
			11. any phrase introduced by the terms **including, include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
			12. the terms **subsidiary** and **holding company** shall have the meanings ascribed to them by the Companies Act.

# covenant to pay principal and interest

* 1. The Company covenants with the Bondholders that it will on the Redemption Date, or such earlier date as the Bonds are due to be redeemed as provided in this Instrument, pay to the Bondholders the principal amount of the Bonds then outstanding plus any interest accrued to the date of repayment.
	2. The Company covenants with the Bondholders that it will pay interest (subject to deduction of tax at the applicable rate) from the date of issue of the Bonds until redemption in full of the Bonds on the principal amount of the Bonds then outstanding at the rate per annum and at the times and otherwise in the manner provided in their Final Terms of Issue.

# issue

* 1. The Aggregate Nominal Amount of the Bonds is limited to £100,000,000.
	2. Bonds will be issued in Series (each a “**Series**”). Each Series of Bonds will be issued:

(a) on Final Terms of Issue specifying the commercial details of such Series, including (but not limited to) the interest rate, the maximum nominal amount, and the minimum nominal amount;

(b) on the terms of this Bond Instrument, save as specified in the Final Terms of Issue for that Series; and

 (c) on the basis that each Bond in the same Series will be identical with each of the other Bonds of the same Series other than in respect of any variation of the Tranche Terms applicable to Bonds in that Series.

* 1. Each Series may be issued in tranches (each a “**Tranche**”) on the same or on different issue dates where a Tranche may vary from other Bonds of a different Tranche in the same Series and within each Tranche there may be options which differ from other options in that Tranche, in either case, in the following respects:
1. the Issue Price;
2. an additional ‘early bird’ rate of interest to attract early investors;
3. an additional rate of interest to facilitate the adviser charges incurred by those investors who have been advised by an FCA authorised financial adviser;
4. the Redemption Date for that Tranche, and
5. the Interest Payment Date (if different to the Redemption Date).

(and each Tranche may be issued in variable options (each an “Option”) where an Option may vary from other options in the same Tranche as regards the Interest Payment Date) as specified in Final Terms of Issue relating to a Tranche of Bonds the terms of which, in these respects, will vary from other Bonds of the same Series (“**Tranche Terms**”).

3.4 The Bonds shall constitute secured obligations of the Company ranking pari passu without any preference among themselves and the obligations of the Company under this Instrument shall be secured by way of the Company Security provided however that as regards S Bonds the following additional provisions shall apply:

3.4 (a) the holders of a Series of S Bonds will be repaid only from the money and/or other assets which ALP receives from or in connection with the Linked Loans attributed to that Series of S Bonds;

3.4 (b) the holders of a Series of S Bonds shall not have any recourse to the money or assets received by ALP in connection with other assets of ALP which are not held or received in connection with Linked Loans attributed to that Series of S Bonds.

3.4 (c) where Linked Loans are also funded by capital raised from Diversified Bonds or any other S Bonds attributed to the same Linked Loans, the holders of Diversified Bonds and of all Series of S Bonds attributed to those Linked Loans shall rank on a pari passu basis alongside each other in proportion to the capital raised and invested in those Linked Loans from Diversified Bonds and those Series of S Bonds.

3.4 (d) save as mentioned in clause 3.4.(c) above, the holders of Diversified Bonds will have no right to seek repayment or otherwise benefit from the money or assets ALP receives from or in connection with Linked Loans attributed a Series of S Bonds;

3.4 (e) accordingly, in consequence of clauses 3.4.(b) and 3.4.(d), amounts due to the holders of a Series of S Bonds will not be reduced in order to reflect the losses (if any) attributable to loans made by ALP which not Linked Loans in respect of that Series of S Bonds;

and for these purposes, the Company shall: (i) procure that the Company’s records and bank accounts shall be operated so that the assets attributable to the holders of each Series of S Bonds and Diversified Bonds can, at all times, be separately identified and, in particular, that a separate income and expenditure account (or if applicable, profit and loss account) balance sheet and cash flow account and such other separate accounts as may, in the opinion of the Directors, be desirable, shall be created and maintained in the books of the Company for the assets attributable to the holders of S Bonds and Diversified Bonds; (ii) apportion the reserves of the Company in proportion to the capital raised by S Bonds and Diversified Bonds and allocate to such reserves such proportion of the expenses and liabilities of the Company incurred or accrued as the Directors a fairly consider to be allocable to the S Bonds and Diversified Bonds; and (iii) manage the assets of the Company so that the foregoing obligations can be complied with by the Company.

3.5 The Company covenants with the Bondholders that it will on the Redemption Date, or such earlier date as any Series of Bonds are due to be redeemed as provided in this Instrument, pay to the Bondholders the principal amount of the Bonds then outstanding plus any interest accrued to the date of repayment.

3.6 The Company covenants with the Bondholders that it will pay interest (subject to deduction of tax at the applicable rate) from the date of issue of any Tranche of Bonds until redemption in full of that Tranche of Bonds on the principal amount then outstanding at the rate per annum and at the times and otherwise in the manner provided in the Final Terms relating to that Tranche.

3.7 The Bonds shall be registered in the form or substantially in the form set out in Schedule 1. Each Bond shall bear a denoting number.

3.8 Each Bond shall be issued as a deed of the Company.

3.9 The Company shall pay or reimburse any stamp duty, stamp duty reserve tax or other duties or taxes payable in the United Kingdom in connection with the execution of this Instrument or the constitution and issue, completion and initial delivery of the Bonds (but not on any subsequent transfer of the Bonds).

3.10 Schedule 2 shall apply to transfers of Bonds.

3.11 No Bondholder shall be entitled to be issued and registered with more than the Maximum Nominal Amount or less than the Minimum Nominal Amount in respect of each application for Bonds.

3.12 Any amount of unissued Bonds can be purchased, subject to a minimum nominal amount per Application of £1,000. The maximum nominal amount of a Bond is £1,000,000 and, in the case of Applications exceeding £1,000,000, a Bond will be issued for each £1,000,000 and part thereof.

3.13 No person shall be entitled to be issued and registered with less than the minimum nominal amount set out in clause 3.12 above in respect of each Application for Bonds.

3.14 Bonds shall not be issued or registered in the names of more than one Bondholder.

3.15 This Bond Instrument is executed as a deed poll. Each Bondholder has the benefit of this Instrument, and is entitled to enforce this Bond Instrument against the Company in accordance with its terms even though it is not a party executing this Bond Instrument, or is not in existence at the time of execution and delivery of, this Bond Instrument.

3.16 The Company may from time to time constitute Bonds in excess of the limits referred to in clauses 3.12. If it does so, those Bonds shall, for the avoidance of doubt, be “Bonds” for all purposes.

3.17 The Company may from time to time constitute and issue bonds pursuant to other deeds which are executed by the Company at any time or times in the future and the issue of such other Bonds (**“B” Bonds**) shall not require the consent of Bondholders pursuant to this Deed if the holders of the “B” Bonds are only entitled to participate in the assets of the Company on a basis which is pari passu with the Bondholders of any Series of Bonds issued pursuant to this deed as if the “B” Bonds were a Series of Bonds issued pursuant to this Deed.

3.18 The Company covenants with the Bondholders that it will comply with the provisions of this Instrument which are expressed to be binding on it and covenants to perform and observe the same. The Bonds shall be held subject to the provisions contained in this Instrument all of which shall be binding to the extent stated above upon the Company and shall be binding upon the Bondholders to the extent applicable and all persons claiming through or under them respectively.

3.19 At any time following the Bonds becoming due and repayable under Condition 7, any Bondholder may at its discretion and without further notice institute such proceedings against the Company as it shall think fit to enforce repayment or seek another appropriate remedy provided in both cases such action has been sanctioned in writing by the Specified Majority.

# SECURITY

* 1. The Company shall, on or before the date of first issue of any Bonds, execute and deliver to the Security Trustee the Company Security.
	2. The Security Trustee shall hold the Company Security on the terms of the Security Trust Deed.
	3. The Bondholders shall hold the Bonds subject to the terms and conditions of the Security Trust Deed. If there is an inconsistency between any of the provisions of this Bond Instrument and the provisions of the Security Trust Deed, the provisions of the Security Trust Deed shall prevail.
	4. Instructions from the Bondholders to the Security Trustee shall be given in accordance with the Security Trust Deed.
	5. The Company shall, on or before the date of first issue of any Bonds, execute and deliver to ALP the Subsidiary Guarantee and Debenture and shall not issue any Bonds until the Subsidiary Guarantee and Debenture has been executed and delivered by ALP.
	6. The Company shall procure that any entity which becomes a Group Company after the date of the Subsidiary Guarantee and Debenture accedes promptly (to the satisfaction of the Security Trustee, acting reasonably) to the Subsidiary Guarantee and Debenture as an Additional Chargor (as defined therein).

# Miscellaneous

* 1. The Company hereby covenants with the Bondholders that so long as any of the Bonds remain outstanding the Company will at all times:
		+ 1. carry on and conduct and procure any subsidiaries to carry on and conduct its and their respective businesses and affairs in a proper and efficient manner; and
			2. comply with and procure that any subsidiaries comply with its and their respective obligations pursuant to the Companies Act relating to the publication of accounts and provide the Bondholders annually with accounts in respect of the Company and group accounts in respect of the Company and its subsidiary undertakings at the same time as they are despatched to shareholders of the Company.
	2. The Bonds are not renounceable.
	3. Neither the principal amount of the Bonds nor any accrued interest thereon shall be capable of conversion into shares or other securities in the company.

# NOTICES

* 1. Any notice to be given to the Company under this Instrument shall be duly given or sent by pre-paid post (first class if inland, or air mail if overseas) or by delivery of the same to the Company at its registered office.
	2. Any notice to be given to the Bondholders under this Instrument shall be duly given or sent by pre-paid post (first class if inland, or air mail if overseas) to, or by the delivery of the same to, the address of each Bondholder appearing in the Register.
	3. Any notice sent by post shall be deemed to be given on the third Business Day after the date of posting if sent by first class post, on the seventh Business Day after the date of posting if sent by air mail and any notice given by delivery shall be deemed to be given at the time of delivery, provided that where delivery occurs after 6.00pm on a Business Day or on a day which is not a Business Day, such notice shall be deemed to be given at 9.00am on the next following Business Day.
	4. A person who becomes entitled to a Bond by transfer or otherwise is bound by a notice in respect of the Bond which, before his name is entered in the Register, has been properly served on a person from whom he derives his title.

# THIRD PARTY RIGHTS

This Instrument and the Bonds are enforceable under the Contracts (Rights of Third Parties) Act 1999 by the Company, the Security Trustee and any Bondholder, but not by any other person. This does not affect any right or remedy of a Bondholder or the Security Trustee which exists, or is available, apart from that Act.

# Governing law and jurisdiction

* 1. This Instrument and the Bonds and any dispute or claim arising out of or in connection with any of them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.
	2. The parties to this Instrument irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Instrument or any Bond or their subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS,** whereof this Instrument has been executed as a deed poll by the Company and entered into on the date which first appears above.

1. Certificate and Conditions

[Serial No: ●]

**AMBERSIDE ALP PLC** (Incorporated with limited liability in England under the Companies Act 2006)

(Registered No 11041038)

£[… ] Fixed Rate Secured Bonds 2018 Series[ • ] Tranche [•] [\*]

**THIS IS TO CERTIFY THAT** [●          ] of [●          ] is/are the registered holder(s) of £[●          ] principal amount of Series [ • ] Tranche [ • ] Bonds with [ • ]

This Bond forms one of a Series of Bonds constituted by an instrument dated [●          ] issued by AMBERSIDE ALP PLC (the **Instrument** and the **Company** respectively) [and Final Terms of Issue dated [date] (“relevant Final Terms of Issue”).] The holders of the Bonds are entitled to the benefit of and are subject to the terms and conditions contained in the Instrument and the Security Trust Deed [and relevant Final Terms of Issue]

The Bonds are governed by English law.

**IN WITNESS** whereof this Bond has been executed as a Deed this [●          ] day of [●          ] 2018.

**EXECUTED** and )

**DELIVERED AS A DEED** )

by **AMBERSIDE ALP PLC )**

acting )

by two directors ) …………………………………………………….

 ) Director

in the presence of: )

 …………………………………………………….
 Director

Please note:

The Bonds are transferable and repayable in whole or in part (in amounts and integral multiples of £1,000).

The Instrument contains restrictions on the persons to whom Bonds may be transferred.

No transfer of all or any part of the Bonds represented by this certificate shall be registered unless it is accompanied by this certificate, which must be surrendered before any transfer (whether for all or some only of the Bonds) can be registered and a new certificate or certificates issued in exchange.

The definitions and rules of interpretation in the Instrument apply in this certificate.

The Bonds are secured by way of the Company Security dated [●          ] 2018.

Bondholders shall accede to the terms of the Bond Documents in accepting the terms of application to subscribe for Bonds contained in the Base Prospectus, or, as the case may be, in applying to register any Bonds which have been transferred to them or to which they have become entitled by transmission.

Pursuant to the terms of the Security Trust Deed the Security Trustee has the authority on behalf of Bondholders acting on their behalf and in their name to accede to Intercreditor Deeds (as defined therein) with other creditors of or with other providers of funding to the Company which rank security granted by the Company to such other creditors or providers of funding on a pari passu basis with or ranking behind the Company Security. In addition, pursuant to the terms of the Security Trust Deed the Security Trustee has the authority on behalf of Bondholders acting on their behalf and in their name to accede to Intercreditor Deeds (as defined therein) with other creditors of or with other providers of funding to the Company which rank security granted by the Company to such other creditors or providers of funding in priority to the Company Security with the sanction of a Special Resolution (as defined therein).

**The Conditions**

Words and expressions used in these Conditions have, unless otherwise defined or the context otherwise requires, the same meanings as are given to them in the Instrument. The holders of the Bonds are entitled to the benefit of, and are deemed to have notice of, all the provisions of the Instrument and the Bonds, all of which are binding on them.

* 1. **DENOMINATION**

The Bonds shall be issued in units and multiples of £1.

* 1. **STATUS AND SECURITY**
		1. The Bonds constitute secured obligations of the Company ranking pari passu without any preference among themselves.
		2. The obligations of the Company under the Instrument and in respect of the Bonds are secured by way of the Company Security.
	2. **INTEREST**
		1. Interest on the Bonds shall accrue during the period from and including the date of issue of the Bonds and ending on the day preceding the due date for redemption of the Bonds at a rate of interest specified in Final Terms of Issue, such interest to be payable (subject to Condition 3.2) in arrears on 30 June and 31 December each year (each an **Interest Payment Date**) in respect of the period (an **Interest Period**) starting on the previous Interest Payment Date and ending on the day before the next Interest Payment Date.
		2. In relation to the Bonds set out below (and to any further issue of Bonds issued on terms that interest will be compounded and payable on redemption) interest shall be compounded on 30June and 31 December each year and shall be payable on redemption of the Bond (the **Interest Payment Date**);

|  |  |  |
| --- | --- | --- |
| Series A | Tranche 1 | Option (i) |
| Series A  | Tranche 3 | Option (i) |
| Series B | Tranche 1 | Option (i) |
| Series B | Tranche 2 | Option (i) |
| Series C | Tranche 1 | Option (i) |
| Series C | Tranche 2  | Option (i) |
| Series C | Tranche 3 | Option (i) |

* + 1. If the Company fails to make a payment of principal and/or interest on the date such payment is (or, but for the provisions of the Intercreditor Deeds, would have been) due (the **overdue sum**) the overdue sum shall accrue interest (before as well as after judgment) at the rate from time to time payable on the Bonds as provided in condition 3.1 plus an additional 2% per annum from the date on which such payment should have been made until the date of actual payment, compounded and payable by the Company on the last Business Day of each calendar month.
		2. The first interest on the Bonds is payable on the first Interest Payment Date following the date of issue of the Bonds and is in respect of the period starting on the date of issue of the Bonds and ending on the day before that first Interest Payment Date and this period is also called an **Interest Period**.
		3. Interest is calculated on the basis of a 365-day year and actual days elapsed.
		4. Interest ceases to accrue on a Bond as from the due date for redemption of the Bond. However, if:
			1. upon due delivery of the certificate in accordance with Condition 5.1, payment of principal on the Bond is withheld or refused in breach of the provisions of this Instrument; or
			2. redemption is prohibited under the provisions of the Intercreditor Deeds,

interest shall continue to accrue in accordance with this Condition 3.

* + 1. The Company shall pay each interest payment (after deduction of tax at the applicable rate) to those Bondholders on the Register at the close of business on the day before an Interest Payment Date and a Bondholder is deemed to be the holder on that Interest Payment Date of a Bond held by him on that preceding day notwithstanding any intermediate transfer or transmission of the Bond.
		2. The Specified Majority may at their discretion sanction a deferral of interest and/or waive defaults by any Group Company in respect of all Bonds then outstanding.
	1. **REDEMPTION AND PURCHASE**
		1. Unless previously redeemed or purchased and cancelled, the Company will redeem the Bonds at their principal amount on the Redemption Date together with any interest accrued to the date of receipt (including deferred interest and/or default interest). Save as provided in Condition 4.2 below, the Company may not optionally redeem Bonds prior to that date.
		2. At any time after the date of issue of the Bonds:
			1. the Company shall be entitled on giving not less than 20 days’ prior notice in writing to the Bondholders, to redeem at any time at par in Sterling the whole or any part of the Bonds for the time being outstanding together with accrued but unpaid interest (including deferred interest and/or default interest) and on the expiry of such notice the Bonds in respect of which it has been given shall be so redeemed. A redemption made in accordance with this Condition shall be made pari passu among the Bondholders; and
			2. the Company shall be entitled at any time to purchase any Bonds by tender (available to all Bondholders alike) or by private treaty or otherwise at any price agreed between the Bondholders and the Company. A redemption made in accordance with this Condition shall be made pari passu among the Bondholders.
		3. If the Specified Majority of any Series of Bonds declares the Bonds of that Series to be due and payable under Condition 7 that Series of Bonds shall become immediately due and payable at their principal amount together with all accrued and unpaid interest thereon (including deferred interest and/or default interest).
		4. Where under the Final Terms of Issue for any Series of Bonds Bondholders are given the option to redeem their Bonds prior to the Redemption Date then the Company shall within such notice period and on such terms as may be specified in the relevant Final Terms of Issue redeem at par in Sterling the whole or any part of the Bonds in respect of which such an option to redeem has been exercised together with accrued but unpaid interest (including deferred interest and/or default interest). A redemption made in accordance with this Condition shall be made pari passu among the Bondholders who exercise such an option to redeem within the same month. If Bondholders exercise such an option to redeem in excess of 25% of the principal amount outstanding under any such Series of Bonds in any rolling period of six months then the Company shall have the option to defer the redemption of the excess over that threshold of 25% until a date chosen by the Company within the next successive rolling period of six months and within that next successive period Bondholders holding Bonds whose redemption has been so deferred shall rank in priority for the redemption of their Bonds which have been so deferred ahead of Bondholders who exercise their option to redeem for the first time in that next successive period. The Company may not defer the redemption of any specific Bonds pursuant to this Condition more than once.
		5. All Bonds redeemed or purchased under this Condition 4 will be cancelled and accordingly will not be available for re-issue or re-sale.
	2. **PROCEDURE ON REDEMPTION AND UNCLAIMED MONIES**
		1. A Bondholder whose Bond is due to be redeemed shall, not later than the due date for redemption, deliver to the Company the certificate for the Bond. Upon delivery the Company shall pay to the Bondholder the moneys payable in respect of the Bond on the due date therefor.
		2. If the Bondholder fails to comply with Condition 5.1:
			1. the Company shall pay all amounts due in respect of the Bond into a separate interest-bearing bank account pending compliance with Condition 5.1;
			2. the payment of an amount into a bank account shall constitute the Company a trustee in respect of that amount;
			3. the Company shall be responsible for the safe custody of the amount and related interest;
			4. the Bondholder shall be entitled to the interest accrued on the amount; and
			5. if the amount remains unclaimed after a period of 12 years from the date of payment of the amount into the account, the Bondholder shall cease to be entitled to the amount and to related interest and it shall then belong to the Company.
	3. **PAYMENTS**
		1. If the date of payment of any sum under these Conditions is not a Business Day the date for payment shall be postponed to the next Business Day and interest shall be calculated by reference to and payable in respect of such extension of time.
		2. The Company shall pay principal moneys, interest and any other amount payable in respect of any Bond by a bank or other funds transfer system to such account notified by the relevant Bondholder to the Company in writing from time to time for this purpose, or by such other method as the holder or joint holders of the Bond in respect of which the payment is made (or the person or persons entitled by transmission to the Bond) may in writing direct. Payments shall be made at the risk of the Bondholder.
		3. If several persons are entered in the Register as joint holders of any Bonds, the receipt by any one of those persons of any monies from time to time payable in respect of the Bonds shall be as effective a discharge to the Company as if the person signing the receipt was the sole registered holder of the Bonds.
		4. Save as otherwise expressly provided herein or in Final Terms of Issue, all payments to be made by the Company hereunder to a Bondholder shall be made without any set-off or counter-claim and each such payment shall be made without deduction for any taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature (**Taxes**), unless the Company is required by law to deduct any Taxes.
		5. On the making of any payment of interest by the Company, the Company shall furnish each Bondholder with a statement in writing showing the gross amount of the payment, the amount of tax deducted or withheld and the actual amount paid.
	4. **EVENTS OF DEFAULT AND ENFORCEMENT**
		1. A Specified Majority may declare any Series of Bonds to be due and repayable immediately (and the Bonds shall thereby become so due and repayable together with all accrued and unpaid interest including deferred interest and/or default interest) if:
			1. the Company shall fail on the due date to make any payments of principal to any Bondholder of Bonds in that Series under these Conditions and shall not remedy such breach within five Business Days unless payment is prohibited by the terms of the Intercreditor Deeds provided however that if the Company exercises its option pursuant to Condition 4.4 to defer the redemption of any Bonds in the circumstances described in that Condition that deferral of the Bonds in question shall not constitute a default under this Condition 7.1 (a) but if the Company shall fail to redeem Bonds once so deferred by the end of the successive period of six months next following the deferral then on the occurrence of such failure the Company shall be in default under the terms of this Condition 7.1(a);
			2. the Company shall fail on the due date to make any payment of interest due to any Bondholder under these Conditions and shall not remedy such breach within ten Business Days unless payment is prohibited by the terms of the Intercreditor Deeds provided however that if the Company exercises its option pursuant to Condition 4.4 to defer the redemption of any Bonds in the circumstances described in that Condition that deferral of the Bonds in question (and the failure to pay the accrued but unpaid interest (including deferred interest and/or default interest) that would have been payable had such redemption not been deferred) .shall not constitute a default under this Condition 7.1 (b) but if the Company shall fail to redeem Bonds once so deferred by the end of the successive period of six months next following the deferral then on the occurrence of such failure the Company shall be in default under the terms of this Condition7.1(b);
			3. the Company shall fail to perform or observe any other covenant, condition or provision contained in the Bonds or the Instrument and on its part to be performed and observed and such failure is not remedied within 15 Business Days;
			4. a petition is presented or any proceedings are commenced or an order is made or a resolution is passed or a notice is issued convening a meeting for the purpose of passing any resolution, or any other step is taken:
				1. for the winding up, insolvency, administration, bankruptcy or reorganisation of any Group Company; or
				2. for the appointment of a liquidator, administrator, administrative receiver, receiver or trustee of any Group Company or any of their respective assets,

save for the purpose of a solvent reorganisation or reconstruction or amalgamation, the terms of which were previously approved by a Specified Majority of all Bondholders;

* + - 1. any Group Company stops payments to its creditors generally or is unable or admits its inability to pay its debts within the meaning of Section 123 Insolvency Act 1986;
			2. a creditor takes possession of all or any part of the business or assets of any Group Company or any execution or other legal process is enforced against all or any part of the business or assets of any Group Company and is not discharged or stayed within 14 days;
			3. any process or event with an effect analogous to any of those referred to in Conditions 7.1(d) to (f) (inclusive) happens to any Group Company in a jurisdiction outside England and Wales;
			4. if for any reason the Company Security or any other security for the liabilities and obligations of the Company to the Bondholders is not or ceases to be a valid and effective security in accordance with its terms;
			5. the Company is in default for more than 7 Business Days in the performance or observance of or compliance with any of its undertakings contained in the Security Trust Deed;
			6. at any time it is unlawful for any Group Company to perform any of its obligations under this Instrument, the Bonds, the Company Security or the Subsidiary Guarantee and Debenture, any other security for the liabilities and obligations of the Company to the Bondholders or the Security Trust Deed; or
			7. any Group Company ceases or threatens to cease to carry on all or a substantial part of its business.
		1. A failure by the Company to pay any amount due in respect of the Diversified Bonds shall not, of itself, constitute a default in respect of any Series of the S Bonds which entitles a Specified Majority to declare that the S Bonds are due and repayable immediately under the terms of clause 7.1.
		2. A failure by the Company to pay any amount due in respect of a Series of S Bonds shall not, of itself, constitute a default in respect of any other Series of S Bonds which entitles a Specified Majority to declare that the first mentioned Series of S Bonds are due and repayable immediately under the terms of this clause 7.1.
1. Provisions as to registration, transfer, transmission and replacement of Bonds
	1. **EXCLUSION OF EQUITIES**

Every Bondholder will be recognised by the Company as entitled to his Bond free from any equity, set-off or counter-claim on the part of the Company against the original or any intermediate holder of the Bond.

* 1. **REGISTER**

The Company shall at all times keep at its registered office or at such other place within Great Britain as the Company may determine a Register showing the amount, the date of issue and the serial number of each Bond for the time being outstanding and all subsequent transfers and changes of ownership of the principal amounts represented thereby, the dates of such transfers and changes of ownership and the names and addresses of the Bondholders. The Bondholders or any of them and any person authorised by any of the Bondholders shall be at liberty at all times during office hours to inspect the Register and to take copies of or extracts from the same or any part of the Register. Any change of name or address on the part of a Bondholder shall forthwith be notified to the Registrar and the Register shall be altered accordingly.

* 1. **TRANSFERABILITY OF BONDS**
		1. The principal amount of each Bond is transferable by instrument in writing in any usual form in amounts or integral multiples of £1,000 save that other amounts representing an entire Bond may be transferred. There shall not be included in any instrument of transfer any Bond other than a Bond constituted by the Instrument.
		2. No transfer of Bonds shall be registered during the ten Business Days preceding (and excluding) an Interest Payment Date. In addition, the Directors may in their absolute discretion refuse to register the transfer of any Bonds if:
			1. it is not in favour of four or fewer transferees; or
			2. it is in favour of a minor, bankrupt or person of mental ill-health; or
			3. in the opinion of the Directors, registration of the transfer would contravene the law in any jurisdiction.
		3. No transfer of any Bond shall be permitted unless (i) an instrument of transfer or transfer document is executed and delivered as a deed by the Bondholder and the transferee of such Bond, (ii) such instrument of transfer or transfer document contains a provision by which such transferee agrees to be bound by the Security Trust Deed as a Bondholder (as defined therein), with effect on and from the date of such instrument of transfer or transfer document, as if such transferee had been party originally to the Security Trust Deed in that capacity and agrees to perform all of the undertakings and agreements set out in the Security Trust Deed and given by a Bondholder and sets out therein such transferee’s address for notices and (iii) provided always that any such transfer would not increase or extend the liability or obligations of the Security Trustee under the Security Trust Deed or any other Bond Document.
	2. **EXECUTION OF TRANSFERS**

Every instrument of transfer must be signed by or on behalf of the transferor and the transferor shall be deemed to remain the owner of the Bond to be transferred until the name of the transferee is entered in the Register.

* 1. **REGISTRATION OF TRANSFERS**
		1. Every instrument of transfer must be left for registration at the location of the Register accompanied by the certificate for the Bond to be transferred together with such other evidence as the Registrar may require to prove the title of the transferor or his right to transfer the Bond and if the instrument of transfer is executed by some other person on his behalf the authority of that person to do so. All instruments of transfer which shall be registered may be retained by the Company. The Registrar will despatch by registered mail, to such address as the transferee may request, a new certificate in respect of the principal amount of the Bond transferred.
		2. Upon registration of any transfer and delivery of any new certificate in respect thereof as aforesaid, the certificate for the Bond transferred shall be cancelled.
		3. If the Registrar refuses to register the transfer of a Bond it shall, within 14 days after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee. An instrument of transfer which the Registrar refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it.
		4. Unless the Registrar refuses to register the transfer of a Bond pursuant to the provisions of this Instrument, it will register the transfer within 14 days after the date on which the transfer was lodged with the Company.
	2. **NO FEES FOR REGISTRATION OF TRANSFERS**

No fee shall be charged for the registration of any transfer.

* 1. **TRANSMISSION**
		1. On the death of a Bondholder (not being one of several joint holders) his executors or administrators and, in the case of the death of one or more of several joint holders, the survivor or survivors of such joint holders, shall be the only persons recognised by the Company as having any title to the Bond.
		2. Any person becoming entitled to any Bond in consequence of the death or bankruptcy of a registered Bondholder may upon producing such evidence of his title or interest as the Company shall think sufficient and subject to paragraph 3.3 above be registered himself as the holder of such Bond, and the Company shall be at liberty to retain any sum payable in respect of any Bond to which this paragraph applies until such person shall be registered as aforesaid.
	2. **REPLACEMENT OF CERTIFICATES**

If a certificate for a Bond is mutilated, defaced, destroyed, stolen or lost it may, and shall, in the case of mutilation or defacement, upon the surrender of the mutilated or defaced certificate be replaced at the registered office for the time being of the Company on payment of such costs as may be incurred in connection therewith and, in the case of destruction, theft or loss, on such terms as to provision of evidence and indemnity as the Company may reasonably require. An entry on the Register shall be made accordingly.

* 1. **CERTIFICATES FOR BALANCE**

After transferring part only or the repayment of part of the Bonds represented by a certificate, the old certificate shall be cancelled and a holder shall be entitled free of charge to a new certificate for the balance.

1. Provisions for meetings and resolutions of Bondholders
	1. **CALLING OF MEETINGS**

The Company may at any time and shall promptly upon the request in writing signed by Bondholders holding in aggregate not less than one-tenth of the principal amount of the Bonds then outstanding, or as the case may be of any Series of Bonds then outstanding, convene a meeting of Bondholders or, as the case may be, of the Bondholders of that Series, at a reasonably convenient and appropriate place in England, in default of which such Bondholders shall convene such meeting themselves.

* 1. **NOTICE OF MEETINGS**
		1. At least 14 or, in the case of a meeting convened for the purpose of passing a Special Resolution, at least 21 clear days' notice specifying the place, day and time of the meeting shall be given to the Bondholders of any meeting of Bondholders. Any such notice shall specify the general nature of the business to be transacted at the meeting thereby convened but except in the case of a resolution to be proposed as a Special Resolution it shall not be necessary to specify the terms of any resolutions to be proposed. The non-receipt of notice by or the accidental omission to give notice to any Bondholder shall not invalidate any resolution passed at any such meeting. A Bondholder whose address on the Register is not within the United Kingdom shall not be entitled to receive notice of any meetings unless he shall have given to the Registrar an address within the United Kingdom to which notices are to be sent.
		2. Notwithstanding that a meeting is called by shorter notice than that specified in paragraph 2.1 above, it shall be deemed to have been duly called if its calling on shorter notice is so agreed by the Specified Majority.
	2. **NATURE OF MEETINGS**

A meeting of Bondholders may consist of a conference between Bondholders who are not all in one place but are able (directly or by telephonic communication) to speak to each other and to be heard by each other simultaneously, and the word **meeting** in these circumstances shall be construed accordingly.

* 1. **CHAIRMAN OF MEETINGS**

A person nominated by Bondholders present holding or representing by proxy in aggregate a majority of the principal amount of the Bonds then outstanding shall be entitled to take the chair at any such meeting.

* 1. **QUORUM AT MEETINGS**

At any meetings of Bondholders convened for any purpose other than the passing of a Special Resolution a person or persons holding or representing by proxy in aggregate not less than one-twentieth of the principal amount of the Bonds then outstanding shall form a quorum for the transaction of business. At any meeting convened for the purpose of passing a Special Resolution a person or persons holding or representing by proxy in aggregate a majority of the principal amount of the Bonds then outstanding shall form a quorum. No business (other than the choosing of a Chairman) shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

* 1. **ABSENCE OF QUORUM**

If within 15 minutes from the time appointed for any meeting of the Bondholders a quorum is not present the meeting shall, if convened upon the requisition of the Bondholders, be dissolved. In any other case it shall stand adjourned to such day and time (being not less than 14 days thereafter) and to such place as may be appointed by the Chairman and at such adjourned meeting the Bondholders present in person or by proxy and entitled to vote, whatever the principal amount of the Bonds then outstanding held by them, shall form a quorum and shall have power to pass any Special Resolution or other resolution and to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

* 1. **ADJOURNMENT OF MEETINGS**

The Chairman may with the consent of any meeting at which a quorum is present and shall if directed by a person or persons holding or representing by proxy in aggregate not less than one-tenth of the principal amount of the Bonds then outstanding adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting except which might lawfully have been transacted at the meeting from which the adjournment took place.

* 1. **NOTICE OF ADJOURNED MEETINGS**

Notice of any adjourned meeting at which a Special Resolution is to be submitted shall be given in the manner provided by this Instrument and such notice shall state that the Bondholders present in person or by proxy at the adjourned meeting will form a quorum.

* 1. **RESOLUTION ON SHOW OF HANDS**

Every question submitted to a meeting of Bondholders shall be decided in the first instance by a show of hands. In case of an equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Bondholder or as a duly appointed proxy.

* 1. **DEMAND FOR POLL**

At any meeting of Bondholders, unless (before or on the declaration of the result of the show of hands) a poll is demanded by the Chairman or by one or more Bondholders holding or representing by proxy in aggregate no less than one-twentieth of the principal amount of the Bonds then outstanding, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact.

* 1. **MANNER OF TAKING POLL**

If at any such meeting a poll is validly demanded it shall be taken in such manner as the Chairman may direct and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

* 1. **TIME FOR TAKING POLL**

Any poll demanded at any such meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment. A poll demanded on any other question shall be taken either at once or after an adjournment as the Chairman may direct. No 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. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

* 1. **PERSONS ENTITLED TO VOTE**
		1. The registered holders of any of the Bonds shall be entitled to vote either in person or by proxy.
		2. In the case of joint holders 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 for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.
	2. **INSTRUMENT APPOINTING PROXY**

Every instrument appointing a proxy must be in writing signed by the Bondholder (or a duly authorised officer of the Bondholder) and shall be in any usual form or in such other form as the Directors may approve. Such instrument of proxy shall unless the contrary is stated thereon confer authority to demand or join in demanding a poll and to vote on a resolution or amendment of a resolution put to the meeting for which it is given as the proxy thinks fit, be valid as well for an adjournment of the meeting as for the meeting to which it relates and need not be witnessed. A person appointed to act as a proxy need not be a Bondholder.

* 1. **DEPOSIT OF INSTRUMENT APPOINTING PROXY**

The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at such place or places as the Company (or the Bondholders in default of the Company convening the meeting) may in the notice of meeting direct or if no such place is specified then at the registered office of the Company not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or the taking of a poll at which the person named in such instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous revocation of the instrument of proxy or of the authority under which the instrument of proxy is given or transfer of the Bonds in respect of which it is given unless previous intimation in writing of such revocation or transfer shall have been received at the registered office of the Company at least one hour before the time for holding the meeting or adjourned meeting at which the vote is given. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution.

* 1. **VOTES**

On a show of hands every Bondholder who is present in person or by a representative or by one of its officers as its proxy shall have one vote and on a poll every Bondholder present in person or by proxy shall have one vote for every £1 principal amount of the Bonds then outstanding of which he is the holder. A Bondholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

* 1. **POWERS OF MEETINGS OF BONDHOLDERS**
		1. A meeting of the Bondholders, or as the case may be, of Bondholders of any Series of Bonds shall in addition to any other powers have the following powers exercisable by Special Resolution namely:
			1. power to sanction any compromise or arrangement proposed to be made between any Group Company and the Bondholders or, as the case may be, the Bondholders of that Series;
			2. power to sanction any abrogation, modification or compromise or any arrangement in respect of the rights of the Bondholders, or, as the case may be, the Bondholders of that Series against any Group Company or its property whether such rights shall arise under this Instrument or otherwise;
			3. power to sanction any scheme for the reconstruction of any Group Company or for the amalgamation of any Group Company with any other company;
			4. power to sanction any scheme or proposal for the sale or exchange of the Bonds or of any Series of Bonds, for or the conversion of the Bonds or of any Series of Bonds, into shares, stock, debentures, debenture stock or other obligations or securities of the Company or any other company formed or to be formed or cash or partly for or into such shares, stock, debentures, debenture stock or other obligations or securities as aforesaid and partly for or into cash and for the appointment of some person with power on behalf of the Bondholders or, as the case may be, of the Bondholders of that Series, to execute an instrument of transfer of the Bonds held by them in favour of the person to or with whom the Bonds are to be sold or exchanged respectively;
			5. power to assent to any modifications of the Conditions and/or of the provisions contained in this Instrument proposed or agreed to by the Company and to authorise the Company to execute an instrument supplemental to the Instrument embodying any such modification;
			6. power to sanction the release of the Company from payment of all or any part of the principal amount and interest owing upon the Bonds or any Series of Bonds, and any other moneys payable to Bondholders or to Bondholders of that Series, pursuant to this Instrument or from any other obligation arising under this Instrument;
			7. power to appoint any persons (whether Bondholders or not) as a committee to represent the interest of the Bondholders and to confer upon such committee any powers or discretions which the Bondholders could themselves exercise;
			8. power to give any approval, authority, sanction, direction or request which under any of the provisions of this Instrument is required to be given by Special Resolution; and
			9. power to declare the Bonds or, as the case may be, any Series of Bonds, due and payable pursuant to Condition 7.
		2. No modification to this Instrument and no modification, abrogation or compromise of the rights of the Bondholders which would have the effect of increasing the liability of the Company in respect of the Bonds, shall be made without the written consent of the Company.
		3. No modification to this Instrument and no modification, abrogation or compromise of the rights of the Bondholders or the Company which would have the effect of increasing the liability of the Security Trustee, shall be made without the written consent of the Security Trustee.
	2. **SPECIAL RESOLUTION BINDING ON ALL BONDHOLDERS**

A Special Resolution shall be binding upon all the Bondholders, or, as the case may be, of all the Bondholders of a Series of Bonds, whether present or not present at such meeting and each of the Bondholders, or as the case may be, each of the Bondholders of that Series, shall be bound to give effect thereto accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

* 1. **DEFINITION OF SPECIAL RESOLUTION**

The expression **Special Resolution** means a resolution passed at a meeting of the Bondholders duly convened and held in accordance with the provisions herein contained by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is demanded then by a majority consisting of not less than three-fourths of the votes given on such poll or passed by written resolution in accordance with paragraph 20 below

* 1. **RESOLUTIONS IN WRITING**

A resolution in writing signed by the holders of at least three-fourths of the principal amount of the Bonds then outstanding who are for the time being entitled to receive notice of meetings in accordance with the provisions herein contained shall for all purposes be as valid and effectual as a Special Resolution passed at a meeting of Bondholders. Such resolution in writing may be contained in one document or in several documents in like form each signed by one or more of the Bondholders.

* 1. **SPECIFIED MAJORITY**

Decisions, consents and waivers granted by the Specified Majority in relation to those matters expressly referred to the Specified Majority under the terms of the Instrument shall be binding upon all Bondholders.

* 1. **MINUTES OF MEETINGS**

Minutes of all resolutions and proceedings at every meeting of the Bondholders shall be made and duly entered in books kept for that purpose by the Company and any such minutes if purporting to be signed by the Chairman of the meeting at which such resolutions were passed or proceedings held or by the Chairman of the next succeeding meeting of the Bondholders shall be conclusive evidence of the matters therein contained and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly convened and held and all resolutions passed thereat to have been duly passed.

**EXECUTED** and )

**DELIVERED AS A DEED**  )

by **AMBERSIDE ALP PLC** )

acting by one director ) …………………………………………………….

 )

in the presence of: )

…………………………………………………….

Witness signature

…………………………………………………….

Witness name (block capitals)

…………………………………………………….

…………………………………………………….

…………………………………………………….

Witness address