

LOAN AGREEMENT made on

Between

of (the *Borrower*); and

of (the *Lender*).

It is agreed:

1. Definitions and interpretation

Definitions

1.1 In this Agreement, except where the context otherwise requires:

business day means a day on which banks in London are generally open for the transaction of business of the nature contemplated by this Agreement;

drawings has the meaning given to it by clause 4;

Event of Default has the meaning given to it by clause 10;

Facility means the facility made available by the Lender to the Borrower on the terms and conditions set out in this Agreement;

Final Maturity Date means

Interest Period has the meaning given to it by clause 5;

Principal Amount means the maximum principal amount of the Facility referred to in clause 2;

Subsidiary means, in relation to an undertaking (the *holding undertaking*), any other undertaking in which the holding undertaking (or persons acting on its or their behalf) for the time being directly or indirectly holds or controls either:

(a) a majority of the voting rights exercisable at general meetings of the members of that undertaking on all, or substantially all, matters; or

(b) the right to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors of that undertaking on all, or substantially all, matters,

and any undertaking which is a Subsidiary of another undertaking shall also be a Subsidiary of any further undertaking of which that other is a Subsidiary.

Construction

1.2 References in this Agreement to "clauses" are references to clauses of this Agreement unless otherwise stated.

1.3 Headings are for ease of reference only and shall not affect the interpretation of this Agreement.

2. Principal Amount

The maximum outstanding principal amount of the Facility shall be

3. Purpose

Amounts to be drawn under the Facility shall be used .

4. Drawings

4.1 Subject to the provisions hereof, the Facility may be drawn in such amounts (each a *drawing*) and at such times prior to the termination of this Agreement as the Borrower may in its sole discretion determine provided that the outstanding principal amount of the Facility shall not exceed the Principal Amount at any time.

4.2 When the Borrower wishes to make a drawing hereunder, it will give the Lender notice in writing, including by fax, (or telephone to be immediately confirmed in writing) not later than 3.00 p.m. (London time) on the business day 2 business days prior to that on which the funds are required (or such lesser period as the Lender may agree) specifying the amount of the proposed drawing, the business day on which it is to be made and the bank account to which payment is to be made.

4.3 Any notice under clause 4.2 above will be irrevocable and oblige the Borrower to borrow the amount stated on the date stated and will constitute a representation that at the date thereof the representations and warranties set out in clause 9 are true and correct as though they had been made at such date and that no Event of Default, nor any event which with the giving of notice and/or the lapse of time would be an Event of Default, has occurred.

5. Interest

5.1 The Borrower will pay to the Lender on demand by the Lender interest on all outstanding amounts (whether of principal or interest or fees and expenses accrued in accordance with clause 6 and whether or not payment of such sum has been demanded by the Lender) hereunder. Such interest shall accrue daily on the basis of actual days elapsed and a 365 day year. Subject to clause 5.5 the Borrower shall pay interest on all amounts outstanding under this Agreement on the last day of each Interest Period (the *Interest Payment Date*).

5.2 For the purposes of this Agreement and subject to the provisions of clause 4.2 above, *Interest Period* means a period of three calendar months commencing on 1 January, 1 April, 1 July and 1 October, provided that each Interest Period will commence upon the expiry of the previous Interest Period as adjusted pursuant to clause 8.2 below, but so that (i) the initial Interest Period for each drawing made after the date of this Agreement will commence on the date of such drawing and end on the same day as the Interest Period existing at the date of such drawing (ii) any amount to be repaid under clause 7 will have a

final Interest Period ending on the date of such repayment.

5.3 The rate of interest payable on outstanding amounts hereunder during any Interest Period shall be % per annum.

5.4 Any certificate of determination by the Lender as to any rate of interest payable under this Agreement or the amount of any interest shall, in the absence of manifest error, be conclusive and binding upon the Borrower.

5.5 At any time the Borrower may, with the prior agreement of the Lender, capitalise the amount of interest payable on all drawings on the next Interest Payment Date. Such interest shall be treated as having been added to the amount of the Facility as from the commencement of the next Interest Period and shall be treated for all purposes as a drawing made on such date. If the Borrower defaults in the payment of any interest on its due date the Lender may capitalise the amount of interest so payable which shall be treated as having been added to the amount of the Facility as from the day following the due date of payment and accordingly shall be treated for all purposes as a drawing made on such date.

6. Fees and Expenses

The Borrower will pay to the Lender on demand all costs, charges and expenses of whatever nature incurred by the Lender and arising in connection with the Facility including its negotiation, preparation and variation, and all such costs, charges and expenses arising in connection with the preservation or enforcement of the Lender's rights hereunder.

7. Repayment

7.1 Subject to the provisions hereof, the Borrower may on giving not less than one month's irrevocable written notice to the Lender prepay all or any part of any outstanding amounts (whether of principal or interest) hereunder on any Interest Payment Date.

7.2 Subject to clause 7.4 the Borrower shall repay the whole of the Facility then outstanding (together with all accrued interest, charges, fees, costs and expenses due hereunder) on the Final Maturity Date, on which date the Lender's obligations to provide the Facility shall be cancelled.

7.3 If the Borrower shall cease to be a Subsidiary of the Lender or the Borrower shall cease to be a Subsidiary of an undertaking of which the Lender is also a Subsidiary, the Lender may, by notice in writing, declare that the Facility be cancelled forthwith, whereupon any and all of the Lender's obligations shall be cancelled forthwith and all amounts outstanding under this Agreement shall become immediately due and payable together with accrued interest thereon and any other amounts payable under this Agreement.

7.4 The Borrower may at its option give written notice to the Lender at least 30 days prior to the Final Maturity Date requesting an extension to the Final Maturity Date. The Lender may, at its sole discretion, agree to extend the Final Maturity Date as requested and will advise the Borrower of its decision within 20 days of receiving an extension request.

8. Payments

8.1 All payments due to be made by the Borrower hereunder shall be made not later than 3.00 p.m. on the relevant day to such bank account as the Lender may specify in writing in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges or otherwise howsoever) provided that if the Borrower is required by law to make any such deduction or withholding, it shall (i) ensure that the deduction or withholding does not exceed the minimum amount legally required; (ii) pay to the relevant taxation or other authorities, as appropriate, the full amount of the deduction or withholding, (iii) furnish to the Lender within 30 days of such payment an official receipt from such authorities for all amounts deducted or withheld if such is available, or otherwise a certificate of deduction or equivalent evidence of the relevant deduction or withholding, and (iv) pay to the Lender an additional amount so that the Lender receives on the due date the full amount it would have received had no such deduction or withholding been made.

8.2 Any sum due for payment hereunder on a day which is not a business day, and any Interest Period due to expire on a day that is not a business day, will be paid on or extend to the next succeeding business day or, if that succeeding business day falls in the following calendar month, on or to the preceding business day.

8.3 If and to the extent that full payment of any amount due hereunder is not made by the Borrower on the due date then interest shall be charged on such overdue amount from and including the date of such default to and excluding the date payment is received by the Lender (as well after as before judgement) calculated on the basis of a year of 365 days and the actual number of days elapsed at the rate of per cent.

9. Representations, Warranties and Undertakings

9.1 The Borrower represents and warrants as follows:

(a) all necessary corporate and other action has been taken to authorise it to enter into this Agreement and perform the transactions contemplated in it;

(b) no limit on the borrowing powers of the Borrower or its directors will be exceeded as a result of any drawing made pursuant to this Agreement, and this Agreement when accepted by the Borrower will constitute valid, binding and enforceable obligations on its part.

9.2 The Borrower undertakes to deliver to the Lender on the date hereof a certified copy of a resolution of the Borrower's board of directors authorising entry into and performance of this Agreement.

10. Default

If:

(a) the Borrower fails to pay any amount due under this Agreement on the due date or on demand, if so payable.

(b) the Borrower fails to observe or perform any of its obligations under this Agreement or under any undertaking or arrangements entered into in connection therewith, other than an obligation of the type referred to in clause 10(a) above and, in the case of a failure that is capable of remedy, the Lender does not determine within twenty-one days after the Borrower becomes aware of such breach that it has been remedied to the Lender's satisfaction;

(c) any encumbrancer takes possession, or a trustee, receiver or similar officer is appointed, over any of its assets, or distress or any form of execution is levied or enforced upon or sued out against any such assets;

(d) the Borrower is, or is deemed, unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or becomes unable to pay its debts as they fall due or suspend making payments (whether of principal or interest) with respect to all or any class of its debts;

(e) the Borrower convenes a meeting of its creditors or proposes to make any arrangement or composition with, or any assignment for the benefit of, its creditors or a petition is presented or a meeting is convened for the purpose of considering a resolution or any other step is taken by any person with a view to the appointment of an administrator (whether out of court or otherwise) in relation to, or for the winding up of the Borrower;

(f) anything analogous to any of the events specified in paragraphs (c), (d) or (e), occurs under the laws of any applicable jurisdiction;

(g) any provision of this Agreement is or becomes, for any reason, invalid or unenforceable,

(each an *Event of Default*), the Lender may serve an immediate notice of default and may simultaneously declare that any and all of the obligations of the Lender hereunder be cancelled forthwith whereupon the same shall be so cancelled forthwith and all amounts outstanding under this Agreement shall become immediately due and payable whereupon they shall become so due and payable together with accrued interest thereon and any other amounts payable under this Agreement.

11. Illegality

11.1 If any change in or introduction of any applicable law, regulation or treaty, or any change in the interpretation or application thereof, shall make it unlawful hereunder for the Lender to make available or fund or maintain the Facility or drawings, as the case may require, the Lender shall give notice thereof to the Borrower, whereupon the Borrower will repay all amounts outstanding under this Agreement together with accrued interest thereon and any other amounts payable to the Lender hereunder within such period as may be permitted by such law, regulation or treaty, or the change in the interpretation or application thereof, or, if no such period is stated therein, forthwith.

11.2 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Miscellaneous

12.1 No failure to exercise and no delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under this Agreement or any other documents ancillary thereto shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No waiver by the Lender shall be effective unless it is in writing.

12.2 Any notice or communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or by post, telex, fax or cable to the addresses given in this Agreement or at such other address as the recipient may have notified to the other party in writing. Proof of posting or despatch of any notice or communication shall be deemed to be proof of receipt:

(a) in the case of a letter, on the third business day after posting;

(b) in the case of a telex, fax or cable, on the business day immediately following the date of despatch.

12.3 The parties' details are as follows:

(a) **The Borrower**

Name:

Address:

Email:

(b) **The Lender**

Name:

Address:

Email:

12.4 Neither party may assign any of its rights under this Agreement without the written consent of the other.

12.5 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

12.6 The variation of any of the terms of this Agreement shall not be valid unless it is in writing and signed by representatives of each of the parties hereto. The expression *variation* shall include any supplement, deletion or replacement.

12.7 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of

Third Parties) Act 1999 to enforce any of its terms.

12.8 This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with English law.

12.9 Each of the parties agree that the courts of England are (subject to clause 12.10 below) to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the English courts.

12.10 The agreement contained in clause 12.9 above is included for the benefit of the Lender. Accordingly, notwithstanding the exclusive agreement in clause 12.9 above the Lender shall retain the right to bring proceedings in any other court which may have jurisdiction to whose jurisdiction the Borrower irrevocably submits.

Signed by the authorised representatives of the parties