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CHFP025

COMPANIES FORM No. 155(6)b

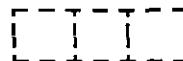
**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares****155(6)b**Please do not
write in this
margin**Please complete
legibly, preferably
in black type, or
bold block lettering****Note**
Please read the notes
on page 3 before
completing this form.* insert full name
of company† insert name(s) and
address(es) of all
the directors† delete as
appropriate§ delete whichever
is inappropriate

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



01340222

Name of company

* Old Burford Limited

†/We † Julian Gleek

Randolph John Anderson

of 20 Thayer Street London W1M 6DD

~~[the sole director]~~ [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

The business of this company is:

~~(a) that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~

(c) something other than the above§

This company is [the] † holding company of* Burford (Fareham) Nominee 1 Limited
of 20 Thayer Street London W1M 6DD which is

proposing to give financial assistance in connection with the acquisition of shares

in ~~this company~~ [Burford Holdings Limited of 20 Thayer Street London W1M 6DD
the holding company of this company]†

Presentor's name address and
reference (if any):

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ

DX No 606 LONDON
3/713204 NFB/T2817/50/DNP

For official Use
General Section

Post room

LD7
COMPANIES HOUSE0438
26/06/01

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The number and class of the shares acquired or to be acquired is: 404,651,296 ordinary shares of one pound each

The assistance is to be given to: (note 2) Thayer Properties (Jersey) Limited of 26 New Street, St. Helier, Jersey, JE2 3RA (registered in Jersey number 79480), Thayer Holdings Limited (registered number 4108165) and Thayer Properties Limited (registered number 4108259) each of 20 Thayer Street, London, W1M 6DD

The assistance will take the form of:

See attached Schedule in which the form the financial assistance will take is described and in which reference to the capacity of the company is made by way of a capitalised definition which can be found in section C of the attached Schedule.

The person who [has acquired] ~~[will acquire]~~† the shares is:

† delete as appropriate

Thayer Properties (Jersey) Limited (registered in Jersey number 79480), Thayer Holdings Limited (registered number 4108165) and Thayer Properties Limited (registered number 4108259)

The principal terms on which the assistance will be given are:

See attached Schedule in which the principal terms on which the financial assistance will be given are described and in which reference to the capacity of the company is made by way of a capitalised definition which can be found in section C of the attached Schedule.

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is nil

The amount of cash to be transferred to the person assisted is £ nil

The value of any asset to be transferred to the person assisted is £ nil

Please do not
write in this
margin

The date on which the assistance is to be given is before 8 weeks from the date hereof

Please complete
legibly, preferably
in black type, or
bold block lettering

*We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) *We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date)* (note 3)

(b) ~~It is intended to commence the winding up of this company within 12 months of that date and we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up.~~* (note 3)

And *we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at CLIFFORD CHANCE
Limited Liability Partnership
200 Aldersgate Street
London EC1A 4JJ

Day Month Year
on 1 3 0 6 2 0 0 1

before me Hareth St. Maculones

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB



KPMG Audit Plc

38th Floor
1 Canada Square
Canary Wharf
London E14 5AG
United Kingdom

Tel +44 (0) 20 7311 1000
Fax +44 (0) 20 7311 4122
Telex 8811541 KPMGLO G
DX 38050 Blackfriars

The Directors
Old Burford Limited
20 Thayer Street
London
W1M 6DD

Our ref agm/592

Contact Andrew Marshall
020 7311 6456

13 June 2001

Dear Sirs

Auditors' report to the directors of Old Burford Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated today in connection with the proposal that each of the subsidiary companies listed in the appendix attached to this letter, of which companies this company is a holding company, should give financial assistance for the purchase of the ordinary shares of Burford Holdings Limited. We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG Audit Plc
Registered Auditor



KPMG Audit Plc, a company
incorporated under the UK Companies
Acts, is a member of KPMG
International, a Swiss association

KPMG Audit Plc is
registered to carry on audit
work by the Institute of
Chartered Accountants in

England and Wales.
Registered in England
No 3110745

Registered office
8 Salisbury Square
London EC4Y 8BB



KPMG Audit Plc

*Auditors' report to the directors of Old Burford Limited pursuant to Section 156(4)
of the Companies Act 1985*

June 2001

Appendix 1

- Burford Group Limited
- Burford Ipswich Limited
- Burford Investment Company Limited
- Burford Preston Limited
- Burford Western Estates Limited
- Burford (Fareham) Limited
- Burford (Fareham) Nominee 1 Limited
- Burford (Fareham) Nominee 2 Limited

SCHEDULE

Please see **SECTION C** for defined terms.

SECTION A

The assistance will take the form of:

1. MORGAN STANLEY DEAN WITTER INVESTMENT FACILITY

- 1.1 A credit agreement of up to £181,850,000 ("**MS Credit Agreement**") to be entered into on or about the date hereof and to be made between the MS Lenders, the MS Security Trustee as agent and trustee for the MS Secured Parties and as Facility Agent and the MS Borrowers.
- 1.2 The debentures ("**MS Debentures**", each a "**MS Debenture**") to be entered into on or about the date hereof and to be granted by each MS Borrower as chargor in favour of the MS Security Trustee for the benefit of the MS Secured Parties.
- 1.3 The property owner joint debentures (each a "**MS PO Debenture**") to be entered into on or about 14 June 2001 and to be granted by each MS Property Owner as chargor in favour of the MS Security Trustee for the benefit of the MS Secured Parties.
- 1.4 The Berkeley Street charge ("**Berkeley Street Charge**") to be entered into on or about 14 June 2001 and to be granted by Burford Berkeley as chargor in favour of the MS Security Trustee for the benefit of the MS Secured Parties.
- 1.5 The Berkeley property owner joint debenture ("**Berkeley Street PO Debenture**") to be entered into on or about 14 June 2001 and to be granted by each Berkeley Property Owner as chargors in favour of the MS Security Trustee for the benefit of the MS Secured Parties.
- 1.6 The share charges ("**MS Share Charges**", each a "**MS Share Charge**") to be entered into on or about 14 June 2001 and to be granted by the MS Shareholder as chargor in favour of the MS Security Trustee for the benefit of the MS Secured Parties.
- 1.7 The intercreditor agreement ("**Intercreditor Agreement**") to be entered into on or about the date hereof and to be made between, amongst others, the Berkeley Borrower, the Berkeley Property Owners, Burford Berkeley the MS Lenders, the MS Security Trustee, the Berkeley Lenders and the Berkeley Security Trustee.
- 1.8 The subordination agreement ("**MS Subordination Agreement**") to be entered into on or about 14 June 2001 by the MS Shareholder, each MS Borrower and each MS Property Owner in favour of the MS Lenders and the MS Security Trustee for the benefit of the MS Secured Parties.

2. MORGAN STANLEY DEAN WITTER BERKELEY STREET FACILITY

- 2.1 A credit agreement of up to £160,000,000 ("**Berkeley Credit Agreement**") to be entered into on or about the date hereof and to be made between the Berkeley Lenders, the Berkeley Security Trustee as agent and trustee for the Berkeley Secured Parties and the Berkeley Borrower.
- 2.2 The debenture ("**Berkeley Borrower Debenture**") to be entered into on or about 14 June 2001 and to be granted by the Berkeley Borrower as chargor in favour of the Berkeley Security Trustee for the benefit of the Berkeley Secured Parties.

- 2.3 The debenture ("**Burford Berkeley Debenture**") to be entered into on or about 14 June 2001 and to be granted by Burford Berkeley as chargor in favour of the Berkeley Security Trustee for the benefit of the Berkeley Secured Parties.
- 2.4 The Berkeley property owner joint debenture ("**Berkeley PO Debenture**") to be entered into on or about 14 June 2001 and to be granted by the Berkeley Property Owners as chargors in favour of the Berkeley Security Trustee for the benefit of the Berkeley Secured Parties.
- 2.5 The share charge ("**Berkeley Share Charge**") to be entered into on or about 14 June 2001 and to be granted by Burford Mayfair Limited ("**Berkeley Shareholder**") as chargor in favour of the Berkeley Security Trustee for the benefit of the Berkeley Secured Parties.
- 2.6 The subordination agreement ("**Berkeley Subordination Agreement**") to be entered into on or about 14 June 2001 by BHL the Berkeley Shareholder, the Berkeley Borrower, Burford Berkeley and the Berkeley Property Owners in favour of the Berkeley Lenders and Berkeley Security Trustee for the benefit of the Berkeley Secured Parties.
- 2.7 The guarantee (the "**BHL Guarantee**"), to be entered into on or about 14 June 2001 by BHL in favour of the Berkeley Lenders and the Berkeley Security Trustee.

3. **HVB STRATTON STREET FACILITY**

- 3.1 A credit agreement of up to £46,000,000 ("**Stratton Credit Agreement**") to be entered into on or about the date hereof and to be made between the Stratton Borrower as Borrower, BHL as a guarantor, the Stratton Legal Owners as Legal Owners and as guarantors, HVB as Arranger, the Banks and the Stratton Security Trustee as Counterparty, Facility Agent, Paying Agent and as agent and trustee for the Stratton Finance Parties.
- 3.2 The debenture ("**Stratton Debenture**") to be entered into on or about 14 June 2001 and to be granted by each of the Stratton Borrower and the Stratton Legal Owners as chargors in favour of the Stratton Security Trustee as agent and trustee for the Stratton Finance Parties.
- 3.3 The mortgage of shares ("**Stratton Share Charge**") to be entered into on or about 14 June 2001 and to be granted by the Stratton Shareholder and the Stratton Borrower as chargors in favour of the Stratton Security Trustee as agent and trustee for the Stratton Finance Parties.
- 3.4 The subordination deed ("**Stratton Subordination Deed**") to be entered into on or about 14 June 2001 by the Stratton Borrower, the Stratton Shareholder, the Berkeley Borrower and BHL in favour of the Stratton Security Trustee as agent and trustee for the Stratton Finance Parties.
- 3.5 The hedging instrument ("**Stratton Hedging Instrument**") to be entered into on or about 14 June 2001 by the Stratton Borrower and the Stratton Security Trustee (in its capacity as Counterparty).

4. **PREPAYMENT OF EXISTING DEBT FINANCE**

- 4.1 The prepayment and discharge of all liabilities, security, guarantees and indemnities owed in connection with the £333,000,000 credit agreement ("**MS Bridging Credit Agreement**") dated 28 March 2001 between TPJL as borrower, MSDWBL and MSDWPFI as lenders and Morgan Stanley Mortgage Servicing Limited as security trustee.
- 4.2 The prepayment and discharge of all liabilities, security, guarantees and indemnities owed in connection with the £342,000,000 term loan and revolving credit facility agreement ("**Lehman**

Bridging Credit Agreement") dated 8 December 2000 between TPL as borrower, Lehman Brothers International (Europe) as arranger and Lehman Brothers Holdings, Inc., London Branch as original bank, facility agent and security agent (TPL's rights, titles, interests and obligations in relation to the Finance Parties under the Lehman Bridging Credit Agreement subsequently novated to TPJL, TPJL having assumed responsibility for the discharge of all debts, liabilities and obligations of TPL to the Security Agent pursuant to the Credit Agreement (and there remaining approximately £10,000,000 plus accrued interest and costs outstanding)).

- 4.3 The prepayment and discharge of all liabilities, security, guarantees and indemnities owed in connection with the £125,000,000 credit agreement ("**HVB Credit Agreement**") (including all capitalised interest and commitment fees) made between the Burford Berkeley and the Stratton Borrower as Borrowers, BHL (then Burford Holdings Plc) as Guarantor, HVB as Arranger and Facility Agent, the Banks, the Stratton Security Trustee as Counterparty and Paying Agent and Eurohypo as Security Trustee.
- 4.4 The prepayment and discharge of all liabilities, security, the interest rate swap arrangements arranged with Barclays Bank Plc on 11 April 2000 to end 17 April 2007 ("**Barclays Swap**"), guarantees and indemnities owed in connection with the £52,000,000 credit agreement (the "**Deutsche Hypo Credit Agreement**"), made between Burford (Fareham) Limited (an MS Borrower) as Borrower, BHL (then Burford Holdings Plc) as Guarantor, Deutsche Hypo as Agent, the Agent and Eurohypo as Co-Underwriters, the Banks and Deutsche Bank AG, London Branch and the assumption on election by BHL, on or before 16 July 2001 (by way of novation or separate undertaking) of the liabilities and obligations of Burford (Fareham) Limited (an MS Borrower) under the Barclays Swap.
- 4.5 The prepayment and discharge of all liabilities, security, guarantees and indemnities owed in connection with the credit agreement, dated 4 June 1993, originally in the amount of £44,000,000 (the "**SocGen Credit Agreement**") (including all capitalised interest and commitment fees) made between Burford UK Properties Limited as Borrower, BGL (then Burford Group plc) as Guarantor and Société Générale as Agent and Bank as amended by amendment agreements, dated 28 April 1994 (inter alia, increase in the amount of the facility to £48,000,000), 28 December 1994 (in relation to the scheduling of repayments), 26 June 1995 (inter alia, an increase in the amount of the facility to £60,000,000), 21 May 1996 (inter alia, an increase in the amount of the facility to £102,000,000), 8 August 1996 (inter alia, an increase in the amount of the facility to £117,000,000), 13 January 1997 (in relation to various provisions (not relating to the amount of the facility or the parties to the SocGen Credit Agreement)), 24 August 1999 (in relation to various provisions (not relating to the amount of the facility or the parties to the SocGen Credit Agreement) and 27 March 2000 (in relation to various provisions (not relating to the amount of the facility or the parties to the SocGen Credit Agreement)).

5. **INTER-COMPANY UPSTREAM LOANS**

- 5.1 An inter-company on demand loan (the "**BHL US Loan**") to be entered into on or about 14 June 2001 between BHL as Lender and Thayer Properties (Jersey) Limited as Borrower.
- 5.2 An inter-company on demand loan (the "**BGL US Loan**") to be entered into on or about 14 June 2001 between BGL as Lender and BHL as Borrower.
- 5.3 An inter-company on demand loan (the "**Berkeley Borrower US Loan**") to be entered into on or about 14 June 2001 between the Berkeley Borrower as Lender and BHL as Borrower.

- 5.4 An inter-company on demand loan (the "**Stratton Borrower US Loan**") to be entered into on or about 14 June 2001 between the Stratton Borrower as Lender and BHL as Borrower.
- 5.5 An inter-company on demand loan (the "**Stratton Shareholder US Loan**") to be entered into on or about 14 June 2001 between the Stratton Shareholder as Lender and BHL as Borrower.
- 5.6 An inter-company on demand loan (the "**Investment Company US Loan**") to be entered into on or about 14 June 2001 between Burford Investment Company Limited as Lender and BGL as Borrower.
- 5.7 An inter-company on demand loan (the "**Western US Loan**") to be entered into on or about 14 June 2001 between Burford Western Estates Limited as Lender and BGL as Borrower.
- 5.8 An inter-company on demand loan (the "**Preston US Loan**") to be entered into on or about 14 June 2001 between Burford (Preston) Limited as Lender and BGL as Borrower.
- 5.9 An inter-company on demand loan (the "**Ipswich US Loan**") to be entered into on or about 14 June 2001 between Burford Ipswich Limited as Lender and BGL as Borrower.

6. INTER-COMPANY DOWNSTREAM LOANS

- 6.1 An inter-company on demand loan (the "**BHL BGL DS Loan**") to be entered into on or about 14 June 2001 between BHL as Lender and BGL as Borrower.
- 6.2 An inter-company on demand loan (the "**BHL MS Shareholder DS Loan**") to be entered into on or about 14 June 2001 between BHL as Lender and the MS Shareholder as Borrower.
- 6.3 An inter-company on demand loan (the "**BHL Berkeley Borrower DS Loan**") to be entered into on or about 14 June 2001 between BHL as Lender and the Berkeley Borrower as Borrower.
- 6.4 An inter-company on demand loan (the "**BHL Berkeley Shareholder DS Loan**") to be entered into on or about 14 June 2001 between BHL as Lender and the Berkeley Shareholder as Borrower.
- 6.5 An inter-company on demand loan (the "**BHL Stratton Shareholder DS Loan**") to be entered into on or about 14 June 2001 between BHL as Lender and the Stratton Shareholder as Borrower.
- 6.6 An inter-company on demand loan (the "**BGL UK Properties DS Loan**") to be entered into on or about 14 June 2001 between BGL as Lender and Burford UK Properties Limited as Borrower.
- 6.7 The inter-company on demand loans (the "**MS Shareholder DS Loans**") to be entered into on or about 14 June 2001 between the MS Shareholder in each case as Lender and the respective MS Borrowers (excluding Burford (Fareham) Limited) as Borrowers.
- 6.8 An inter-company on demand loan (the "**MS Shareholder Fareham DS Loan**") to be entered into on or about 14 June 2001 between the MS Shareholder as Lender and Burford (Fareham) Limited (an MS Borrower) as Borrower.
- 6.9 An inter-company on demand loan (the "**Berkeley Shareholder Berkeley DS Loan**") to be entered into on or about 14 June 2001 between the Berkeley Shareholder as Lender and Burford Berkeley as Borrower.

- 6.10 An inter-company on demand loan (the "**Stratton Shareholder Stratton DS Loan**") to be entered into on or about 14 June 2001 between the Stratton Shareholder as Lender and the Stratton Borrower as Borrower.
- 6.11 An inter-company on demand loan (the "**Berkeley Borrower Berkeley DS Loan**") to be entered into on or about 14 June 2001 between the Berkeley Borrower as Lender and Burford Berkeley as Borrower.
- 6.12 An inter-company on demand loan (the "**Berkeley Borrower Stratton DS Loan**") to be entered into on or about 14 June 2001 between the Berkeley Borrower as Lender and the Stratton Borrower as Borrower.

SECTION B

The principal terms on which assistance will be given are:

1. MORGAN STANLEY DEAN WITTER INVESTMENT FACILITY

1.1 By executing the MS Credit Agreement:

- 1.1.1 the MS Borrowers will become jointly and severally liable for the obligations, liabilities and indemnities of all of the MS Borrowers under the MS Finance Documents;
- 1.1.2 the MS Borrowers will each:
- (a) Make certain representations and warranties to the Lenders;
 - (b) Undertake to provide certain financial statements;
 - (c) Undertake to comply with certain financial covenants;
 - (d) Subject to certain exceptions, undertake to comply with certain general undertakings including (amongst others) an undertaking not to borrow monies or incur indebtedness, create or permit to subsist security over its assets, dispose of all or a substantial part of its assets or change its business;
 - (e) Give certain indemnities and covenants in relation to, inter alia, costs, fees, expenses and the payment of interest; and
 - (f) Give certain undertakings relating to their Properties, assets and undertaking;

The obligations of the MS Borrowers continue in relation to the MS Finance Documents as amended, novated and supplemented from time to time.

1.2 By executing the MS Debentures, the MS Borrowers will, as security for the payment of all the MS Liabilities, each charge (inter alia) in favour of the MS Security Trustee:

- 1.2.1 By way of first fixed charge, the Property belonging to it and all other estates or interests in any freehold or leasehold property now or in the future belonging to it;
- 1.2.2 By way of first fixed charge its interest in all plant and machinery, monies standing to the credit of accounts, the benefit of Insurances and the benefit of all related rights,

book and other debts and the benefit of all related rights, securities and guarantees, goodwill, shares and other investments in any Subsidiary or other body corporate (and the benefit of all related rights), the benefit of certain licences, consents and authorisations, its uncalled capital, its rights under the appointment of a managing agent of the Property and its rights under any agreement relating to its purchase of the Property; and

- 1.2.3 By way of first floating charge, all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment above.

The MS Debentures contain covenants for further assurances, covenants to pay the MS Liabilities, certain representations and indemnities and certain covenants relating to the payment of costs, fees and expenses, certain covenants relating to the Property and certain covenants not to create or permit to subsist any security over, or to dispose of, the secured assets.

- 1.3 By executing the MS PO Debentures, the MS Property Owners will, as security for the payment of all the MS Liabilities, each charge (inter alia) in favour of the MS Security Trustee:

- 1.3.1 By way of first legal mortgage, the Property belonging to it and all other estates or interests in any freehold or leasehold property now or in the future belonging to it;

- 1.3.2 By way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future belonging to it (and not effectively charged by way of first legal mortgage);

- 1.3.3 By way of first fixed charge its interest in all plant and machinery, monies standing to the credit of accounts, the benefit of Insurances and the benefit of all related rights, book and other debts and the benefit of all related rights, securities and guarantees, goodwill, shares and other investments in any Subsidiary or other body corporate (and the benefit of all related rights), the benefit of certain licences, consents and authorisations, its uncalled capital, its rights under the appointment of a managing agent of the Property and its rights under any agreement relating to its purchase of the Property; and

- 1.3.4 By way of first floating charge, all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment above.

The MS PO Debentures contain covenants for further assurances, certain representations and indemnities and certain covenants relating to the payment of costs, fees and expenses, certain covenants relating to the Property and certain covenants not to create or permit to subsist any security over, or to dispose of, the secured assets.

The obligations of the MS Property Owners continue in relation to the MS Finance Documents as amended, novated and supplemented from time to time.

- 1.4 By executing the MS Share Charge, the MS Shareholder will, as security for the payment and discharge of all the MS Liabilities, charge in favour of the MS Security Trustee by way of first fixed charge all shares held by it (and/or any nominee) legally or beneficially from time to time in the MS Borrowers (and related rights). The MS Share Charge contains covenants for further assurances, certain representations and indemnities and certain covenants relating to the payment of costs, fees and expenses, certain covenants relating to the shares and certain covenants not to create or permit to subsist any security over, or to dispose of, the shares.

- 1.5 Subject to the Intercreditor Agreement, by executing the Berkeley Street Charge, Burford Berkeley will as security for the payment of all the MS Liabilities, charge (inter alia) in favour of the MS Security Trustee:

- 1.5.1 By way of first fixed charge, the Property belonging to it and all other estates or interests in any freehold or leasehold property now or in the future belonging to it;
- 1.5.2 By way of fixed charge its interest in all plant and machinery, monies standing to the credit of accounts, the benefit of Insurances and the benefit of all related rights, book and other debts and the benefit of all related rights, securities and guarantees, goodwill, shares and other investments in any Subsidiary or other body corporate (and the benefit of all related rights), the benefit of certain licences, consents and authorisations, its uncalled capital and its rights under the appointment of a managing agent of the Property; and
- 1.5.3 By way of floating charge, all its assets not otherwise effectively mortgaged, charged or assigned by way of legal mortgage or fixed charge or assignment above.

The Berkeley Street Charge contains covenants for further assurances, a covenant to pay the MS Liabilities (subject to limited recourse), certain representations and indemnities and covenants relating to the payment of costs, fees and expenses, certain covenants relating to the Property and certain covenants not to create or permit to subsist any security over, or to dispose of, the secured assets.

The obligations of Burford Berkeley continue in relation to the MS Finance Documents as amended, novated and supplemented from time to time.

- 1.6 By executing the Berkeley Street PO Debenture, the Berkeley Property Owners will, as security for the payment of all the MS Liabilities, each charge (inter alia) in favour of the MS Security Trustee:

- 1.6.1 By way of first legal mortgage, the Property belonging to it and all other estates or interests in any freehold or leasehold property now or in the future belonging to it;
- 1.6.2 By way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future belonging to it (and not effectively charged by way of first legal mortgage);
- 1.6.3 By way of first fixed charge its interest in all plant and machinery, monies standing to the credit of accounts, the benefit of Insurances and the benefit of all related rights, book and other debts and the benefit of all related rights, securities and guarantees, goodwill, shares and other investments in any Subsidiary or other body corporate (and the benefit of all related rights), the benefit of certain licences, consents and authorisations, its uncalled capital, its rights under the appointment of a managing agent of the Property and its rights under any agreement relating to its purchase of the Property; and
- 1.6.4 By way of first floating charge, all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment above.

The Berkeley Street PO Debenture contain covenants for further assurances, certain representations and indemnities and certain covenants relating to the payment of costs, fees and

expenses, certain covenants relating to the Property and certain covenants not to create or permit to subsist any security over, or to dispose of, the secured assets.

The obligations of the Berkeley Street Property Owners continue in relation to the MS Finance Documents as amended, novated and supplemented from time to time.

- 1.7 By executing the Intercreditor Agreement, the Berkeley Borrower, the Berkeley Property Owners and Burford Berkeley will acknowledge the priority of the Berkeley Liabilities and the MS Liabilities and the security entered into by the relevant parties in respect thereof.
- 1.8 By executing the MS Subordination Agreement, the MS Borrowers, the MS Property Owners and the MS Shareholder will acknowledge the priority of the MS Liabilities and the liabilities of the MS Borrowers and the MS Property Owners to the MS Shareholder ("**MS Intra-Group Liabilities**") and, amongst other obligations, will undertake, inter alia, not to pay or repay any of the MS Intra-Group Liabilities, or deal with them in any other way except in accordance with that agreement.

2. MORGAN STANLEY DEAN WITTER BERKELEY STREET FACILITY

2.1 By executing the Berkeley Credit Agreement:

2.1.1 the Berkeley Borrower will assume the obligations, liabilities and indemnities of the Borrower under the Berkeley Finance Documents;

2.1.2 the Berkeley Borrower will:

- (a) Make certain representations and warranties to the Berkeley Lenders;
- (b) Undertake to provide certain financial statements;
- (c) Undertake to comply with certain financial covenants;
- (d) Subject to certain exceptions, undertake to comply with certain general undertakings including (amongst others) an undertaking not to borrow monies or incur indebtedness, create or permit to subsist security over its assets, dispose of all or a substantial part of its assets or change its business;
- (e) Give certain indemnities and covenants in relation to, inter alia, costs, fees, expenses and the payment of interest; and
- (f) Give certain undertakings relating to their Properties, assets and undertaking;

The obligations of the Berkeley Borrower continues in relation to the Berkeley Finance Documents as amended, novated and supplemented from time to time.

2.2 By executing the Berkeley Borrower Debenture, the Berkeley Borrower will, as security for the payment of all the Berkeley Liabilities, charge (inter alia) in favour of the Berkeley Security Trustee:

2.2.1 By way of first legal mortgage, the Property belonging to it and all other estates or interests in any freehold or leasehold property now or in the future belonging to it;

- 2.2.2 By way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future belonging to it (and not effectively charged by way of first legal mortgage);
- 2.2.3 By way of first fixed charge its interest in all plant and machinery, monies standing to the credit of accounts, the benefit of Insurances and the benefit of all related rights, book and other debts and the benefit of all related rights, securities and guarantees, goodwill, shares and other investments in any Subsidiary or other body corporate (and the benefit of all related rights), the benefit of certain licences, consents and authorisations, its uncalled capital, its rights under the appointment of a managing agent of the Property and its rights under any agreement relating to its purchase of the Property; and
- 2.2.4 By way of first floating charge, all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment above.

The Berkeley Borrower Debenture contains covenants for further assurances, a covenant to pay the Berkeley Liabilities, certain representations and indemnities and covenants relating to the payment of costs, fees and expenses, certain covenants relating to the Property and certain covenants not to create or permit to subsist any security over, or to dispose of, the secured assets.

The obligations of the Berkeley Borrower continue in relation to the Berkeley Finance Documents as amended, novated and supplemented from time to time.

- 2.3 By executing the Burford Berkeley Debenture, the Burford Berkeley will as security for the payment of all the Berkeley Liabilities, charge (inter alia) in favour of the Berkeley Security Trustee:

- 2.3.1 By way of first fixed charge, the Property belonging to it and all other estates or interests in any freehold or leasehold property now or in the future belonging to it;
- 2.3.2 By way of first fixed charge its interest in all plant and machinery, monies standing to the credit of accounts, the benefit of Insurances and the benefit of all related rights, book and other debts and the benefit of all related rights, securities and guarantees, goodwill, shares and other investments in any Subsidiary or other body corporate (and the benefit of all related rights), the benefit of certain licences, consents and authorisations, its uncalled capital, its rights under the appointment of a managing agent of the Property and its rights under any agreement relating to its purchase of the Property; and
- 2.3.3 By way of first floating charge, all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment above.

The Burford Berkeley Debenture contains covenants for further assurances, covenants to pay the Berkeley Liabilities, certain representations and indemnities and covenants relating to the payment of costs, fees and expenses, certain covenants relating to the Property and certain covenants not to create or permit to subsist any security over, or to dispose of, the secured assets.

The obligations of Burford Berkeley continues in relation to the Berkeley Finance Documents as amended, novated and supplemented from time to time.

2.4 By executing the Berkeley PO Debenture, the Berkeley Property Owners will, as security for the payment of all the Berkeley Liabilities, each charge (inter alia) in favour of the Berkeley Security Trustee:

- 2.4.1 By way of first legal mortgage, the Property belonging to it and all other estates or interests in any freehold or leasehold property now or in the future belonging to it;
- 2.4.2 By way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future belonging to it (and not effectively charged by way of first legal mortgage);
- 2.4.3 By way of first fixed charge its interest in all plant and machinery, monies standing to the credit of accounts, the benefit of Insurances and the benefit of all related rights, book and other debts and the benefit of all related rights, securities and guarantees, goodwill, shares and other investments in any Subsidiary or other body corporate (and the benefit of all related rights), the benefit of certain licences, consents and authorisations, its uncalled capital, its rights under the appointment of a managing agent of the Property and its rights under any agreement relating to its purchase of the Property; and
- 2.4.4 By way of first floating charge, all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment above.

The Berkeley PO Debentures contain covenants for further assurances, certain representations and indemnities and covenants relating to the payment of costs, fees and expenses, certain covenants relating to the Property and certain covenants not to create or permit to subsist any security over, or to dispose of, the secured assets.

The obligations of the Berkeley Property Owners continue in relation to the Berkeley Finance Documents as amended, novated and supplemented from time to time.

- 2.5 By executing the Berkley Share Charge, the Berkeley Shareholder will, as security for the payment and discharge of all the Berkeley Secured Liabilities, charge in favour of the Berkeley Security Trustee by way of first fixed charge all shares held by it (and/or any nominee) legally or beneficially from time to time in the Berkeley Borrower (and related rights). The Berkeley Share Charge contains covenants for further assurances, certain representations and indemnities and covenants relating to the payment of costs, fees and expenses, certain covenants relating to the shares and certain covenants not to create or permit to subsist any security over, or to dispose of, the shares.
- 2.6 By executing the Berkeley Subordination Agreement, BHL, the Berkeley Shareholder, the Berkeley Borrower, Burford Berkeley the Berkeley Property Owners will acknowledge the priority of the Berkeley Liabilities and the liabilities of the Berkeley Borrower, Burford Berkeley and the Berkeley Property Owners to the Berkeley Shareholder and to BHL ("**Berkeley Intra-Group Liabilities**") and, amongst other obligations, will undertake not to pay or repay any of the Berkeley Intra-Group Liabilities, or deal with them in any other way except in accordance with that agreement.
- 2.7 By executing the BHL Guarantee, BHL will undertake and guarantee (jointly and severally) to the Berkeley Lenders and to the Berkeley Security Trustee:

- 2.7.1 the payment and discharge by Burford Berkeley of all monies and obligations due and owing under professional appointments and construction documents entered into in connection with the development of the Property (being Mayfair Place, 50 Berkeley Street, London W1) ("**Guaranteed Liabilities**");
- 2.7.2 to indemnify them against all costs, claims, liabilities, demands and expenses which they may incur as a result of a breach of the Guarantees Liabilities.

The BHL Guarantee contains certain representations and warranties, covenants and waivers.

3. **STRATTON CREDIT AGREEMENT**

3.1 By executing the Stratton Credit Agreement:

- 3.1.1 the Stratton Borrower will assume the obligations, liabilities and indemnities of the borrower under the Stratton Finance Documents;
- 3.1.2 BHL will (a) as principal obligor, irrevocably and unconditionally guarantee to each Stratton Finance Party the prompt performance by the Stratton Borrower of certain obligations (including payment obligations) (b) undertake to meet certain additional payment obligations (including the payment of Cost Overruns) and (c) indemnify each Stratton Finance Party against loss or liability suffered by it in the event of the unenforceability, invalidity or illegality of such guarantees and undertakings;
- 3.1.3 The Stratton Legal Owners will (a) as principal obligor, irrevocably and unconditionally guarantee to each Stratton Finance Party the prompt performance by the Stratton Borrower of certain obligations (including payment obligations) (b) undertake to meet certain additional payment obligations (including the payment of Cost Overruns) and (c) indemnify each Stratton Finance Party against loss or liability suffered by it in the event of the unenforceability, invalidity or illegality of such guarantees and undertakings;
- 3.1.4 the Stratton Borrower, each Stratton Legal Owner and BHL will:
- (a) Make certain representations and warranties to each Stratton Finance Party;
 - (b) Undertake to provide certain financial statements;
 - (c) Undertake to comply with certain financial and property covenants;
 - (d) Subject to certain exceptions, undertake to comply with certain general undertakings including (amongst others) an undertaking not to borrow monies or incur indebtedness, create or permit to subsist security over its assets, dispose of all or a substantial part of its assets or change its business;
 - (e) Give certain indemnities and covenants in relation to costs, fees, expenses and the payment of interest; and
 - (f) Give certain undertakings relating to its Property, assets and undertaking.

The obligations of the Stratton Borrower, the Stratton Legal Owners and BHL continue in relation to the Stratton Finance Documents as amended, novated and supplemented from time to time.

3.2 By executing the Stratton Debenture, the Stratton Borrower and the Stratton Legal Owners will as security for the payment of all the Stratton Liabilities, charge in favour of the Stratton Security Trustee (as agent and trustee for the Stratton Finance Parties):

3.2.1 By way of first legal mortgage, the property belonging to it and specified in the Stratton Debenture and all other estates and interests in any freehold or leasehold property now in the future belonging to it;

3.2.2 By way of first fixed charge, to the extent that they are not the subject of an effective first legal mortgage, the property belonging to it and specified in the Stratton Debenture and all estates or interests in any freehold or leasehold property now or in the future belonging to it;

3.2.3 By way of first fixed charge, inter alia, its interest in all plant and machinery, monies standing to the credit of accounts, the benefit of Insurances and the benefit of all related rights, book and other debts and the benefit of all related rights, rights under Development Documents, rights under any Hedging Arrangements, rights under Agreements for Lease and under Occupational Leases, any beneficial interest, claim or entitlement in any pension fund, goodwill, the benefit of all licences, consents and authorisations, uncalled capital, its rights under the appointment of a managing agent of the Property and its rights under any agreement relating to its purchase of the Property;

3.2.4 By way of security assignment, inter alia, all Rental Income, any guarantee of Rental Income (contained in or relating to any Agreement for Lease or Occupational Lease), all its rights under each Development Document and all its rights under any Hedging Arrangements; and

3.2.5 By way of first floating charge, all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment above.

The Stratton Debenture contains covenants for further assurances, a covenant to pay the Stratton Liabilities, certain representations and indemnities and covenants relating to the payment of costs, fees and expenses, general covenants, certain covenants relating to freehold or leasehold property and certain covenants not to create or permit to subsist any security over, or to dispose of, the secured assets.

The obligations of the Stratton Borrower and the Stratton Legal Owners continue in relation to the Stratton Finance Documents as amended, novated and supplemented from time to time.

3.3 By executing the Stratton Share Charge, the Stratton Shareholder and the Stratton Borrower will, as security for the payment and discharge of all the Stratton Liabilities, charge in favour of the Stratton Security Trustee (as agent and trustee for the Stratton Finance Parties) by way of first legal mortgage (and, to the extent not the subject of a mortgage, by way of first fixed charge) all shares held by them (and/or any nominee) respectively in the Stratton Borrower and the Stratton Legal Owners (and all related rights). The Stratton Share Charge contains covenants for further assurances, certain representations and indemnities and covenants relating to the payment of costs, fees and expenses, certain covenants relating to the shares and certain covenants not to create or permit to subsist any security over, or to dispose of, the shares.

3.4 By executing the Stratton Subordination Deed, the Stratton Borrower, the Stratton Shareholder, the Berkeley Borrower and BHL will acknowledge the priority of the Stratton Liabilities and the

liabilities of the Stratton Borrower to the Stratton Shareholder, the Berkeley Borrower and BHL ("**Stratton Intra-Group Liabilities**") and, amongst other obligations, will undertake not to pay or repay any of the Stratton Intra-Group Liabilities, or deal with them in any other way except in accordance with that deed.

- 3.5 By executing the Stratton Hedging Instrument, the Stratton Borrower will give certain undertakings, representations and indemnities in order to secure the fixing of interest payable under the Stratton Credit Agreement.

4. **PREPAYMENT OF EXISTING DEBT FINANCE**

- 4.1 The prepayment of the MS Bridging Facility, the Lehman Bridging Facility, the HVB Credit Agreement, the SocGen Credit Agreement and the Deutsche Hypo Credit Agreement will be made by the parties thereto in connection with, and to facilitate the entry into, the MS Finance Documents, the Berkeley Finance Documents and the Stratton Finance Documents.
- 4.2 The election by BHL to assume the undertakings, liabilities and obligations of Burford (Fareham) Limited (an MS Borrower) under the Barclays Swap will be made in connection with, and to facilitate the entry into, the MS Finance Documents, the Berkeley Finance Documents and the Stratton Finance Documents.

5. **INTER-COMPANY UPSTREAM LOANS**

- 5.1 By entering into the BHL US Loan, BHL will agree to make upstream loan facilities (which are repayable on demand) available to TPJL in order, inter alia, to assist the payment and discharge by TPJL and, ultimately, TPL of their respective liabilities under the MS Bridging Facility, the Lehman Bridging Facility, the £15,000,000 working capital facility (entered into by Lehman Brothers Holdings, Inc., London Branch as lender and TPJL as borrower) and directly or indirectly to assist the service of certain obligations of TPL (BHL's ultimate holding company) incurred in connection with TPL's purchase of the shares of BHL (including loan stock obligations) (the "**Acquisition Liabilities**").
- 5.2 By entering into the BGL US Loan, BGL will agree to make upstream loan facilities (which are repayable on demand) available to its holding company, BHL, which BHL will apply, inter alia:
- 5.2.1 to make available to its subsidiary companies (by way of loan or lawful dividend) in order to discharge, or facilitate the discharge of, their respective liabilities under certain secured and unsecured external and inter-company loans, to on-lend to their respective wholly-owned subsidiaries and to assist them to acquire certain assets and investments; and
 - 5.2.2 to make available to TPJL and/or TPL (by way of loan or lawful dividend) in order to pay or discharge its/their respective liabilities under the Acquisition Liabilities; and
 - 5.2.3 to facilitate entry into the MS Finance Documents, the Berkeley Finance Documents and the Stratton Finance Documents.
- 5.3 By entering into the Berkeley Borrower US Loan, the Stratton Borrower US Loan and the Stratton Shareholder US Loan, the Berkeley Borrower, the Stratton Borrower and the Stratton Shareholder will agree to make upstream loan facilities (which are repayable on demand) available to their holding company, BHL, which BHL will apply, inter alia:

- 5.3.1 to make available to its subsidiary companies (by way of loan or lawful dividend) in order to discharge, or facilitate the discharge of, their respective liabilities under certain secured and unsecured external and inter-company loans, to on-lend to their respective wholly-owned subsidiaries and to assist them to acquire certain assets and investments; and
 - 5.3.2 to make available to TPJL and/or TPL (by way of loan or lawful dividend) in order to pay or discharge its/their respective liabilities under the Acquisition Liabilities; and
 - 5.3.3 to facilitate entry into the MS Finance Documents, the Berkeley Finance Documents and the Stratton Finance Documents.
- 5.4 By entering into the Investment Company US Loan, the Western US Loan, the Preston US Loan and the Ipswich US Loan, Burford Investment Company Limited Burford Western Estates Limited, Burford (Preston) Limited and Burford Ipswich Limited will agree to make upstream loan facilities (which are repayable on demand) available to their holding company, BGL, which BGL will apply, inter alia:
- 5.4.1 to make available to its subsidiary companies (by way of loan or lawful dividend) in order to discharge, or facilitate the discharge of, their respective liabilities under certain secured and unsecured external and inter-company loans, to on-lend to their respective wholly-owned subsidiaries and to assist them to acquire certain assets and investments;
 - 5.4.2 make available to its holding company, BHL, by way of loan or lawful dividend and which BHL will in order, inter alia, to assist directly or indirectly, the ultimate payment and discharge of the Acquisition Liabilities and which BHL will make available to certain subsidiary companies by way of inter-company downstream on demand loan facilities; and
 - 5.4.3 to facilitate entry into the MS Finance Documents, the Berkeley Finance Documents and the Stratton Finance Documents.

6. INTER-COMPANY DOWNSTREAM LOANS

- 6.1 By entering into the BHL BGL DS Loan, BHL will agree to make downstream loan facilities (which are repayable on demand) available to BGL which BGL will use, inter alia, to lend to Burford UK Properties Limited to prepay and discharge all liabilities under the SocGen Credit Agreement and to lend to certain other of its subsidiary companies in order to discharge, or facilitate the discharge of, their respective liabilities under certain secured and unsecured external and inter-company loans, to on-lend to their respective wholly-owned subsidiaries, to assist them to acquire certain assets and investments and to facilitate, inter alia, entry into the MS Finance Documents, the Berkeley Finance Documents and the Stratton Finance Documents.
- 6.2 By entering into the BHL MS Shareholder DS Loan, BHL will agree to make downstream loan facilities (which are repayable on demand) available to the MS Shareholder which the MS Shareholder will, in turn, make available to the MS Borrowers to purchase certain properties, to Burford (Fareham) Limited (a MS Borrower) to prepay and discharge all liabilities under the Deutsche Hypo Credit Agreement and which the MS Shareholder will use in part to purchase the entire issued share capital in Burford (Fareham) Limited (a MS Borrower).

- 6.3 By entering into the BHL Berkeley Borrower DS Loan, BHL will agree to make downstream loan facilities (which are repayable on demand) available to the Berkeley Borrower in order, inter alia, to assist the Berkeley Borrower to purchase the entire issued share capital in Burford Berkeley.
- 6.4 By entering into the BHL Berkeley Shareholder DS Loan and the BHL Stratton Shareholder DS Loan, BHL will agree to make downstream loan facilities (which are repayable on demand) available respectively to the Berkeley Shareholder and the Stratton Shareholder which the Berkeley Shareholder and the Stratton Shareholder will, in turn, make available to their respective subsidiary companies, Burford Berkeley and the Stratton Borrower, in order, inter alia, to assist Burford Berkeley and the Stratton Borrower to prepay and discharge all liabilities under the HVB Credit Agreement.
- 6.5 By entering into the BGL UK Properties DS Loan, BGL will agree to make downstream loan facilities (which are repayable on demand) available to Burford UK Properties Limited to prepay and discharge all liabilities under the SocGen Credit Agreement.
- 6.6 By entering into the MS Shareholder Fareham DS Loan, the MS Shareholder will agree to make downstream loan facilities (which are repayable on demand) available to Burford (Fareham) Limited (a MS Borrower) to prepay and discharge all liabilities under the Deutsche Hypo Credit Agreement.
- 6.7 By entering into the MS Shareholder DS Loans, the MS Shareholder will agree to make downstream loan facilities (which are repayable on demand) available to the MS Borrowers to assist the MS Borrowers, inter alia, to purchase certain properties and to facilitate entry into the MS Credit Agreement.
- 6.8 By entering into the Berkeley Shareholder Berkeley DS Loan and the Stratton Shareholder Stratton DS Loan, the Berkeley Shareholder and the Stratton Shareholder will respectively agree to make downstream loan facilities (which are repayable on demand) available to Burford Berkeley and the Stratton Borrower in order, inter alia, to assist Burford Berkeley and the Stratton Shareholder to prepay and discharge all liabilities under the HVB Credit Agreement.
- 6.9 By entering into the Berkeley Borrower Berkeley DS Loan and the Berkeley Borrower Stratton DS Loan, the Berkeley Borrower will agree to make downstream loan facilities (which are repayable on demand) available to Burford Berkeley and the Stratton Borrower in order, inter alia, to assist Burford Berkeley and the Stratton Shareholder to repay inter-company loan facilities made available to them by BGL.

SECTION C

(Definitions)

Terms not otherwise defined in this Form shall have the meaning ascribed to them in the relevant document in the context of which they are used. The following terms have the following meanings for the purposes of this Form:

"Berkeley Borrower" means Watchover Limited.

"Berkeley Finance Documents" means the Finance Documents as that term is defined in the Berkeley Credit Agreement.

"Berkeley Lenders" means MSDWBL and MSDWPFI (the Lenders as that term is defined in the Berkeley Credit Agreement).

"Berkeley Liabilities" means all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Berkeley Borrower to all or any of the Berkeley Secured Parties from time to time under each Berkeley Finance Document (except for any obligation which, if it were so included, would result in any relevant security document contravening Section 151 of the Companies Act 1985).

"Berkeley Property Owners" means each of Burford (Berkeley) Nominee 1 Limited and Burford (Berkeley) Nominee 2 Limited.

"Berkeley Secured Parties" means the Secured Parties as that term is defined in the Berkeley Credit Agreement.

"Berkeley Security Trustee" means Morgan Stanley Mortgage Servicing Limited.

"Berkeley Shareholder" means Burford Mayfair Limited.

"BHL" means Burford Holdings Limited.

"Burford Berkeley" means Burford (Berkeley) Limited.

"Deutsche Hypo" means Deutsche Hypothekenbank (Aktien-Gesellschaft).

"Eurohypo" means Eurohypo Aktiengesellschaft Europäische Hypothekenbank der Deutschen Bank, London Branch.

"HVB" means HVB Real Estate Capital Limited.

"MS Borrowers" means each of Burford Cockhedge Limited, Burford York Limited, Burford Strathdon Limited, Burford Chequers Horley Limited, Burford Phoenix Limited, Burford Thayer Limited, Burford (Fareham) Limited, Burford Fishergate Limited, Burford Liverpool Limited, Burford Cabot Limited, Burford Hydro Limited and Burford Euro Limited.

"MS Finance Documents" means the Finance Documents as that term is defined in the MS Credit Agreement.

"MS Lenders" means Morgan Stanley Dean Witter Bank Limited ("**MSDWBL**") and Morgan Stanley Dean Witter Principal Funding Inc. ("**MSDWPFI**") (the Lenders as that term is defined in the MS Credit Agreement).

"MS Liabilities" means all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the MS Borrowers to all or any of the MS Secured Parties from time to time under each MS Finance Document (except for any obligation which, if it were so included, would result in any relevant security document contravening Section 151 of the Companies Act 1985).

"MS Property Owners" means each of Burford Cockhedge Nominee 1 Limited, Burford Cockhedge Nominee 2 Limited, Burford York Nominee 1 Limited, Burford York Nominee 2 Limited, Burford Strathdon Nominee 1 Limited, Burford Strathdon Nominee 2 Limited, Burford Chequers Horley Nominee 1 Limited, Burford Chequers Horley Nominee 2 Limited, Burford Phoenix Nominee 1 Limited, Burford Phoenix Nominee 2 Limited, Burford Thayer Nominee 1 Limited, Burford Thayer Nominee 2 Limited, Burford (Fareham) Nominee 1 Limited, Burford (Fareham) Nominee 2 Limited,

Burford Fishergate Nominee 1 Limited, Burford Fishergate Nominee 2 Limited, Burford Liverpool Nominee 1 Limited, Burford Liverpool Nominee 2 Limited, Burford Cabot Nominee 1 Limited, Burford Cabot Nominee 2 Limited, Burford Hydro Nominee 1 Limited, Burford Hydro Nominee 2 Limited, Burford Euro Nominee 1 Limited and Burford Euro Nominee 2 Limited.

"MS Secured Parties" means the Secured Parties as that term is defined in the MS Credit Agreement.

"MS Security Trustee" means Morgan Stanley Mortgage Servicing Limited.

"MS Shareholder" means Burford YY Limited.

"Stratton Borrower" means Burford (Stratton) Limited.

"Stratton Legal Owners" means each of Burford (Stratton) Nominee 1 Limited and Burford (Stratton) Nominee 2 Limited.

"Stratton Finance Documents" means the Finance Documents as that term is defined in the Stratton Credit Agreement.

"Stratton Finance Parties" means the Finance Parties as that term is defined in the Stratton Credit Agreement.

"Stratton Liabilities" means all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of each of the Stratton Borrower, the Stratton Legal Owners and BHL to each Stratton Finance Party under each Stratton Finance Document (except, in the case of the Stratton Debenture, for any obligations which, if they were so included, would result in the Stratton Debenture contravening Section 151 of the Companies Act 1985).

"Stratton Security Trustee" means Bayerische Hypo- und Vereinsbank Aktiengesellschaft, London Branch.

"Stratton Shareholder" means Watchclose Limited.

"TPJL" means Thayer Properties (Jersey) Limited.

"TPL" means Thayer Properties Limited.