

# TRANSFER CERTIFICATE

6907502

To: HSBC Bank PLC as Agent

From: HSBC Bank PLC and The Co-operative Bank PLC (the *Existing Lenders*) and Falcon Acquisitions III Limited (the *New Lender*)

Dated: 14 August 2009

## FALCON ACQUISITIONS LIMITED – FACILITIES AGREEMENT DATED 5 JUNE 2007 (THE *FACILITIES AGREEMENT*)

1. We refer to the Facilities Agreement. This is a Transfer Certificate. Terms defined in the Facilities Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.

2. We refer to Clause 28.5 (*Procedure for transfer*):

(a) The Existing Lenders and the New Lender agree to the Existing Lenders transferring to the New Lender by novation part of the Existing Lenders' Commitment, rights and obligations referred to in the Schedule in accordance with Clause 29.5 (*Procedure for transfer*).

(b) The proposed Transfer Date is 14 August 2009.

(c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 35.2 (*Addresses*) are set out in the Schedule.

3. The New Lender expressly acknowledges the limitations on the Existing Lenders' obligations set out in paragraph (c) of Clause 28.4 (*Limitation of responsibility of Existing Lenders*).

4. The Existing Lenders and the New Lender hereby agree that the transfer as set out in this Transfer Certificate is permitted under the Facilities Agreement notwithstanding Clause 28.1 (*Assignments, transfers and sub-participations by the Lenders*).

5. The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

**WE HEREBY CERTIFY THAT THIS IS**

**A TRUE COPY OF THE ORIGINAL**

(a) a company resident in the United Kingdom for United Kingdom tax purposes, or

(b) a partnership each member of which is:

(i) a company so resident in the United Kingdom; or **LOVELLS LLP**

(ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which is required to bring into account in computing its chargeable profits (for the purposes of section 11(2) of the Taxes Act) the whole of any share of interest payable in respect of that advance that falls to it by reason of sections 114 and 115 of the Taxes Act; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of an advance under a Finance Document in computing the chargeable profits (for the purposes of section 11(2) of the Taxes Act) of that company.

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



7. The New Lender agrees with each other person who is or becomes a party to the Intercreditor Agreement that with effect on and from the date of this Transfer Certificate it will be bound by the Intercreditor Agreement as a Finance Party as if it had been party originally to the Intercreditor Agreement in that capacity and that it will perform all of the undertakings and agreements set out in the Intercreditor Agreement and given by a Finance Party. The address for service of notices to the New Lender for the purposes of the Intercreditor Agreement is as set out in the Schedule to this Transfer Certificate.
8. For the purpose of Clause 35.6 (*Use of websites*) the New Lender is a Paper Form Lender.
9. This Transfer Certificate is governed by English law.
10. The parties to this Transfer Certificate intend it to take effect as a deed and this Transfer Certificate shall be treated as having been duly executed and delivered as a deed only upon being dated.

**Note:** The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Lenders' interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lenders' Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

**IN WITNESS WHEREOF** the authorised signatories of the parties have executed this deed on the day and year first above written.

# THE SCHEDULE

## Commitment/rights and obligations to be transferred

Existing Lenders	Term Facility Amount
HSBC Bank PLC	£23,784,372
The Co-operative Bank PLC	£1,500,000
Total	£25,284,372

## New Lender's Administrative Details

New Lender	Facility office Address/Fax no. Attention of:	Address for service of notices (if different)	Account for Payment	Website or Paper Form Lender
<i>Lovells LLP</i> <i>Freshfields</i> <i>Bruckhaus</i> <i>Deringer LLP</i> Falcon Acquisitions III Limited	<del>12</del> 8 WALE STREET SOUTHAMPTON HAMPSHIRE SO14 2JY FAX: +44 (0)23 8024 8502 ATTENTION: RAC SCOTT	<del>12</del> AS FACILITY OFFICE	<del>12</del>	<del>12</del>

### Existing Lenders

HSBC Bank PLC

By:

*Georges Chaloud*  
GEORGES  
CHALLOUD  
FRESHFIELDS BRUCKHAUS DERINGER LLP  
65 FLEET STREET  
LONDON  
EC4Y 1HS

The Co-Operative Bank PLC

By:

*Georges Chaloud*  
GEORGES  
CHALLOUD  
FRESHFIELDS BRUCKHAUS DERINGER LLP  
65 FLEET STREET  
LONDON  
EC4Y 1HS

### New Lender

Falcon Acquisitions III Limited

By:

This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as ~~14~~ 2009.

HSBC Bank PLC as Agent

By:

*G. McKenna*  
HSBC Bank plc  
8 Canada Square  
London E14 5HQ

WITNESS: GORDON  
MCKENNA

*Lovells LLP*  
*Freshfields*  
*Bruckhaus*  
*Deringer*  
*LLP*  
14 August