

The assistance is to be given to: (note 2) Liberty Living Properties Limited, a company formed
in the British Virgin Islands registered number 689324, with registered office located at International Trust
Building, Road Town, Tortola, the British Virgin Islands

Please do not
write in this
margin

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

The assistance will take the form of:

Please see Appendix 2

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

† delete as
appropriate

Liberty Living Properties Limited

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

Please see Appendix 3

The amount of cash to be transferred to the person assisted is £ Please see Appendix 4

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

The date on which the assistance is to be given is Within 8 weeks of date hereof

Domain North Road Management Limited 155(6)a

**Domain North Road Management Limited (registered number 04313995)
(the "Company")**

APPENDICES TO FORM 155(6)a

APPENDIX 1: DIRECTORS

CHRISTOPHER CURRY OF 1 BULLS GARDEN, LONDON SW3 2NG ENGLAND

**CHARLES HOWE MARSHALL OF WOODREAD FARM, STONEHURST LANE, FIVE ASHES, TN20 6LJ
ENGLAND**

Domain North Road Management Limited 155(6)a

APPENDIX 2: FORM OF FINANCIAL ASSISTANCE

1. FACILITY AGREEMENT

- 1.1 The execution by the Company on or about the date of this Form 155(6)a of an Accession Letter to a facility agreement entered into between, inter alios, the Governor and Company of the Bank of Scotland (in various capacities), the Company (as Original Chargor) and Liberty Living Properties Limited (as Original Borrower) (the "**Facility Agreement**") which sets out the terms on which the Finance Parties would provide to the Borrowers a sterling loan facility of £150 million (the "**Facility**").

The Facility is made available to the relevant Borrowers for the purposes of:

- (a) part payment of the purchase price for the Acquisition;
- (b) payment of costs, fees and expenses incurred in connection with the Acquisition; and
- (c) refinancing of certain existing indebtedness of the Target Group (including related fees, costs and expenses of such refinancing).

Each capitalised term used in this paragraph 1 and (where relevant) subsequently in Appendix 3 is as defined in the Facility Agreement if not otherwise defined herein.

2. SUBORDINATION DEED

The execution by the Company of a deed of accession to a subordination agreement (the "**Subordination Accession Deed**") pursuant to which the Company will accede to the subordination agreement entered into between, amongst others, the Investors and The Governor and Company of the Bank of Scotland in its various capacities (the "**Subordination Deed**").

Each capitalised term used in this paragraph 2 and (where relevant) subsequently in Appendix 3 is as defined in the Subordination Deed.

3. DEBENTURE

The execution by the Company of a Deed of Accession and Charge to a debenture (the "**Debenture**") charging the whole of its property, assets and undertaking from time to time in favour of the Governor and Company of the Bank of Scotland (as security agent for the Beneficiaries to secure the liabilities of the Company under the Finance Documents.

Each capitalised term used in this paragraph 3 and (where relevant) subsequently in Appendix 3 is as defined in the Debenture.

4. INTRA GROUP LOAN AGREEMENT

The entry by the Company into an intra group loan agreement between Liberty Living Properties Limited (as borrower) and the Company and others (as lenders) (the "**Intra Group Loan Agreement**").

All terms which are defined in the text of this Appendix 2 shall have the same meaning when used elsewhere in Appendix 3 and Appendix 4.

APPENDIX 3: THE PRINCIPAL TERMS ON WHICH THE FINANCIAL ASSISTANCE WILL BE GIVEN

1. FACILITY AGREEMENT

By executing the Accession Letter to the Facility Agreement the Company will, amongst other things, give various representations and warranties, undertakings and indemnities to the Finance Parties to enable the Finance Parties to make the facility under the Facility Agreement available and agree to pay certain costs, fees and expenses to the Finance Parties.

2. SUBORDINATION DEED

By executing the Subordination Accession Deed (as defined in Appendix 2), the Company will:

- (a) acknowledge (amongst other things) the arrangements made between the Finance Parties and the Investors which regulate the ability of the Company to make certain payments to those parties and the priorities between the parties thereto;
- (b) agree that intercompany debts are postponed and subordinated to the liabilities owed by the Obligor to the Beneficiaries; and
- (c) give various representations and warranties, undertakings, covenants and indemnities, and agree to pay certain costs, fees and expenses to the Finance Parties.

In this paragraph 2 each capitalised term has the meaning given to it in the Subordination Agreement.

3. DEBENTURE

3.1 By executing the Deed of Accession and Charge to the Debenture, the Company will, amongst other things irrevocably and unconditionally (jointly and severally with the other Guarantors):

- (a) guarantee to each Finance Party punctual performance by each other Obligor (as defined therein) of all that Obligor's obligations under the Finance Documents;
- (b) undertake with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor;
- (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover;
- (d) pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents;
- (e) charge all of its undertaking, property and assets (both present and future) by way of fixed and floating charges to secure its obligations to the Beneficiaries; and

- (f) give various undertakings, covenants and indemnities, and agree to pay certain costs, fees and expenses to the Security Agent (for the Beneficiaries).

3.2 The Company also agrees in the Debenture to:

- (i) promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices, forms and instructions) as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require (in favour of the Security Agent or its nominee(s)) in order to:
 - (1) perfect, protect or in relation to Receivables enhance the Security created or intended to be created by the Debenture (which may include the execution of a mortgage, charge, assignment, transfer, notice, instruction or other Security over all or any of the Assets which are, or are intended to be, the subject of the Security constituted by the Debenture) or for the exercise of any rights, powers and remedies of any Beneficiary provided by the Debenture or by law;
 - (2) confer on the Security Agent or confer on the Beneficiaries, Security over any Assets of the Company located in any jurisdiction outside England and Wales which is (to the extent permitted by local law) equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture; and/or
 - (3) facilitate the realisation of the Assets subject to the Security conferred or intended to be conferred by the Debenture or the exercise of any rights vested in the Security Agent, any Receiver, administrator or nominee, including executing any transfer, conveyance, charge, assignment or assurance of all or any of the Assets which are the subject of the Security constituted by the Debenture, making any registration and giving any notice, order or instructions.
- (ii) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Beneficiaries by or pursuant to the Debenture.
- (iii) authorise the Security Agent to effect such registrations, renewals, payments and notifications or carry out such acts or things at the expense of the Company as shall, in the reasonable opinion of the Security Agent, be necessary or prudent to protect the Security Agent's interests in relation to the Intellectual Property Rights or to protect or maintain the Intellectual Property Rights or any of them. The Company shall give the Security Agent all such reasonable assistance as it may request.

Each capitalised term used in this paragraph 3 is as defined in the Debenture.

4. **INTRA GROUP LOAN AGREEMENT**

By executing the Intra Group Loan Agreement (as defined in Appendix 2) the Company and the other group companies party to it as lenders provide Liberty Living Properties Limited with loan facilities in sufficient amounts to enable Liberty Living Properties Limited

to make payments due under the Facility Agreement. Outstandings under the Intra Group Loan Agreement will be repayable on the Company's first demand and will bear interest at the rate referred to therein.

Note: In these financing arrangements references to the Facility Agreement, the Subordination Deed, the Debenture and the Intra Group Loan Agreement include reference to such document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document.

Note: The obligations, undertakings and liabilities incurred by the Company in executing the documents listed in paragraphs 1-4 above are given to guarantee, secure or otherwise assist the Purchaser in connection with the purchase of the entire issued share capital of the Target Group.

APPENDIX 4: THE AMOUNT OF CASH TO BE TRANSFERRED TO THE PERSON ASSISTED

Nil but the Company has entered into an Intra Group Loan Agreement to make loan facilities available to Liberty Living Properties Limited in certain circumstances of up to a maximum principal amount of £150,000,000



CHARTERED ACCOUNTANTS
AND BUSINESS ADVISERS

BRIDGE HOUSE, LONDON BRIDGE, LONDON SE1 9QR
TEL: 020 7403 1877 FAX: 020 7403 1605
E-MAIL: london@wilkinskennedy.com WEBSITE: www.wilkinskennedy.com

Dated: 15 May 2006.

To: The Board of Directors
Domain North Road Management Limited
5 St James Square
London
SW1 4SJ

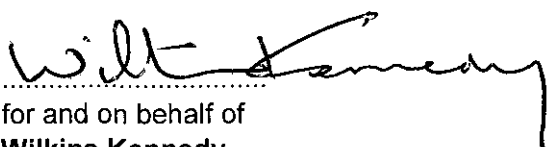
Dear Sirs,

**AUDITORS' REPORT TO THE DIRECTORS OF DOMAIN NORTH ROAD MANAGEMENT LIMITED
("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated today's date in connection with the proposal that the Company should give financial assistance for the purchase of 1,436 issued ordinary shares of £1 each in the share capital of the Company's holding company Domain Atlantic Point Limited. We have enquired into the Company's affairs so far as necessary for us to review the basis 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,


for and on behalf of
Wilkins Kennedy
Registered Auditors

2324623-1



C G WISEMAN FCA FIPA FABRP R C P SMITH FCA P A GOODMAN FCA CTA C B BAYNES FCA S R GOLDER FCA
W J B PAYNE ACA R S BUTTERFIELD FCA K J T WALMSLEY FCCA A MERRETT FCCA MEMI S P GRANT FCA ATHI MIRA MABRP
P R MANNING FCA R D REYNOLDS FCA R T HASLAM ACA DIRECTORS: J HOWARD BA FCA J SELBY BSc (ECON) FCCA CTA

C G WISEMAN IS AUTHORISED TO ACT AS AN INSOLVENCY PRACTITIONER BY THE INSOLVENCY PRACTITIONERS ASSOCIATION
A FULL LIST OF PARTNERS IS AVAILABLE AT THE ABOVE ADDRESS
REGISTERED TO CARRY ON AUDIT WORK AND SIGNIFIED FOR A RANGE OF INVESTMENT BUSINESS ACTIVITIES BY THE INSTITUTE OF CHARTERED ACCOUNTANTS IN ENGLAND AND WALES

OTHER OFFICES:
AMERSHAM, CAMBRIDGE, EGHAM, OXFORD, SOUTHEND-ON-SEA, WALTHAM CROSS AND THE FAERLAND ISLANDS
ASSOCIATE OFFICES WORLDWIDE
A Member of the European network 