

## Form of Deed of Novation

**THIS DEED is made on**

**2016**

**BETWEEN:**

- (1) **RELENDEX LENDING LIMITED** (the "Facility Provider");
- (2) **THE PARTIES REFERRED TO IN THE SCHEDULE** (each a "New Lender"); and
- (3) [BORROWER]

**FACILITY LETTER ISSUED BY RELENDEX LENDING LIMITED TO [ ] [LIMITED] [LLP] AND DATED [ ] [20[ ] (the "Facility Letter")**

1. This deed (the "**Deed**") refers to the Facility Letter. This Deed shall, inter alia, take effect as a Deed of Novation for the purposes of clause 15.2 (Assignment/Transfer) of the Facility Letter. Terms defined in the Facility Letter have the same meaning in this Deed unless given a different meaning in this Deed.
2. In accordance with the provisions of the Facility Letter (including paragraph 15.2 (Assignment/Transfer) of the Facility Letter), each New Lender has successfully bid to become a Lender under the Facility Letter and so each of the Facility Provider, the Borrower and each such New Lender agrees to each such New Lender joining as a party to the Facility Letter in the capacity of a Lender with all the rights, benefits and obligations of a Lender in relation to the Loan Part identified next to its name in the Schedule (and for these purposes each such New Lender shall be treated as if the Facility Provider had been a Lender and transferred to each New Lender by novation all of a Lender's rights, benefits and obligations under the Facility Letter and other Finance Documents in relation to its relevant Loan Part).
3. This Deed may be executed in any number of counterparts and has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
4. This Deed is governed by English law.
5. This Deed has been entered into on the date stated above.

**IN WITNESS** of which each of the parties has executed this Deed on the date which appears above.

**Schedule**

<b>New Lender</b>	<b>Loan Part</b>
[NAME]	£[     ]
[NAME]	£[     ]
[NAME]	£[     ]

RELEASED

**EXECUTED AS A DEED BY THE FACILITY PROVIDER**  
(but not delivered until the date hereof) by  
**RELENDEX LENDING LIMITED**

Acting by its attorney Relendex Limited

.....  
Director, Relendex Limited

In the presence of:

.....Signature of Witness

.....Full name of Witness

.....Address of Witness

**EXECUTED AS A DEED BY A NEW LENDER**  
(but not delivered until the date hereof) by  
**[NAME]**

Acting by its attorney Relendex Limited

.....  
Director, Relendex Limited

In the presence of:

.....Signature of Witness

.....Full name of Witness

.....Address of Witness

**EXECUTED AS A DEED BY A NEW LENDER**  
(but not delivered until the date hereof) by  
**[NAME]**

Acting by its attorney Relendex Limited

.....  
Director, Relendex Limited

In the presence of:

.....Signature of Witness

.....Full name of Witness

.....Address of Witness

**EXECUTED AS A DEED BY A NEW LENDER**

(but not delivered until the date hereof) by  
[NAME]

Acting by its attorney Relendex Limited

.....  
Director, Relendex Limited

In the presence of:

.....Signature of Witness

.....Full name of Witness

.....Address of Witness

**EXECUTED AS A DEED BY THE BORROWER**

(but not delivered until the date hereof) by  
[NAME] [LIMITED] [LLP]

Acting by its attorney Relendex Limited

.....  
Director, Relendex Limited

In the presence of:

.....Signature of Witness

.....Full name of Witness

.....Address of Witness