

Agreement

Tritax Big Box REIT plc

BBOX

Tritax Management LLP

Tritax

UK Commercial Property REIT Limited

UKCM

abrtn Fund Managers Limited

abrtn

The UKCM IMA SPVs

relating to the termination of the UKCM IMA

21 March 2024

THIS AGREEMENT is made on ²¹ March 2024

BETWEEN:

- (1) **TRITAX BIG BOX REIT PLC** (No. 08215888) whose registered office is at 72 Broadwick Street, London, United Kingdom W1F 9QZ (**BBOX**);
- (2) **TRITAX MANAGEMENT LLP** (No. OC326500) whose registered address is at 280 Bishopsgate, London EC2M 4AG, United Kingdom (**Tritax**);
- (3) **UK COMMERCIAL PROPERTY REIT LIMITED** (No. 45387) whose registered office is at PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL (**UKCM**);
- (4) **ABRDN FUND MANAGERS LIMITED** (No. 00740118) whose registered office is at 280 Bishopsgate, London, United Kingdom EC2M 4AG (**abrdn**); and
- (5) The several persons whose names and addresses are set out in Schedule 1 (the **UKCM IMA SPVs**).

RECITALS

- (A) UKCM, the UKCM IMA SPVs and abrdn are party to an investment management agreement originally dated 29 December 2015, as amended and restated from time to time and most recently amended on 28 March 2023 (the **UKCM IMA**).
- (B) Reference is made to the announcement made by BBOX and UKCM on or around the date of this agreement under Rule 2.7 of the Takeover Code in relation to the recommended all-share combination of BBOX and UKCM (the **Announcement**), which is intended to be effected by means of a court-sanctioned scheme of arrangement between UKCM and the Scheme Shareholders (as defined in the Announcement) under Part VIII of the Companies (Guernsey) Law, 2008, as amended.
- (C) UKCM, the UKCM IMA SPVs and abrdn have agreed the UKCM IMA would be terminated subject to and conditional on, and with effect immediately on, the occurrence of the Effective Time (as defined below).
- (D) The parties have also agreed certain other arrangements relating to the Combination as set out in this agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In this agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

abrdn Services means the investment management services provided by abrdn under the UKCM IMA;

Agreed Form means a document in the form agreed at the date of this agreement between abrdrn and Tritax and initialled by or on behalf of such parties by their representatives for the purposes of identification;

Announcement has the meaning given in recital (B);

Applicable Data Protection Law means the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;

Applicable Law means any and all applicable laws, rules, regulations and other requirements and, if applicable, the prevailing rules, regulations, determinations and guidelines of any governmental, stock exchange or regulatory authority in any jurisdiction to which a party to this agreement (as the context requires) is subject, in each case, for the time being in force;

Assigned Employees means those employees of abrdrn or a group company of abrdrn who are assigned at the time immediately prior to the Effective Time to the abrdrn Services and who are listed in the document in the Agreed Form;

Business Day means a day (excluding any Saturday, Sunday or any public or bank holiday in the United Kingdom or Guernsey) on which banks generally are open in London and Guernsey for the transaction of normal banking business;

Collective Obligations means the provisions of any collective bargaining agreement, recognition agreement, partnership agreement or workforce agreement, or any codes, regulations or legislative obligations relating to the need to inform or consult or both with employees, workers or contractors or their appropriate representatives (including any trade union representatives);

Combination means the proposed combination by acquisition of the entire issued and to be issued ordinary share capital of UKCM by BBOX, to be effected by the Scheme as described in the Announcement (or by a Takeover Offer under certain circumstances described in the Announcement) and, where the context requires, any subsequent revision, variation, extension or renewal thereof;

Effective means, (a) if the Combination is implemented by way of the Scheme, the Scheme having become effective in accordance with its terms; or (b) if BBOX elects to implement the Combination by way of a Takeover Offer (with Panel consent), such Takeover Offer having been declared or having become unconditional in all respects in accordance with the requirements of the Takeover Code;

Effective Time means when the Scheme (or Takeover Offer if applicable) becomes Effective;

Employee Information means the information required to be provided by a transferor under regulation 11 of TUPE, together with such further information as Tritax may reasonably require of abrdrn in relation to each Assigned Employee subject to the Applicable Data Protection Law;

Employment Claims means any employment related action, cost (including reasonable legal fees together with any VAT thereon and any disbursements), claim, demand, expense, losses, protective award(s) or other liability;

Long Stop Date has the meaning given to it in the Announcement;

Panel means the UK Panel on Takeovers and Mergers;

Scheme means the proposed scheme of arrangement Part VIII of the Companies (Guernsey) Law, 2008, as amended between UKCM and Scheme Shareholders (as defined in the Announcement) to implement the Combination, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by UKCM and BBOX;

Takeover Code means the City Code on Takeovers and Mergers;

Takeover Offer means, if the Combination is implemented by way of a takeover offer (which shall be an offer for the purposes of Part XVIII of the Companies (Guernsey) Law, 2008, as amended), the offer to be made by or on behalf of BBOX, or an associated undertaking thereof, to acquire the entire issued and to be issued ordinary share capital of UKCM including, where the context admits, any subsequent revision, variation, extension or renewal of such offer;

Taxes means any income tax, National Insurance contributions and any other taxes that must by law be deducted and/or paid to HM Revenue and Customs (including for the avoidance of doubt employee National Insurance contributions and employer National Insurance contributions);

Transferring Employees means the Assigned Employees, excluding any such person:

- (a) who objects to the transfer of their employment under TUPE; or
- (b) whose employment terminates prior to the Effective Time pursuant to any agreement entered into between abrdn, Tritax and the relevant employee; or
- (c) who is redeployed by abrdn prior to the Effective Time;

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);

UKCM Group means UKCM, the UKCM IMA SPVs and each of their respective subsidiaries and subsidiary undertakings from time to time; and

UKCM IMA has the meaning given in recital (A).

1.2 In this agreement, unless the context otherwise requires:

- (a) reference to **includes** and **including** shall mean including without limitation;
- (b) a **person** includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking or organisation (whether or not having

separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

- (c) references to **subsidiary undertakings** and **subsidiaries** shall be construed in accordance with section 1162 and section 1159, respectively, of the Companies Act 2006;
- (d) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (e) unless stated otherwise, reference to recitals, clauses, paragraphs or schedules are to recitals, clauses and paragraphs of and schedules to this agreement. The schedules form part of the operative provisions of this agreement and references to this agreement shall, unless the context otherwise requires, include references to the recitals and the schedules;
- (f) reference to an enactment or statutory provision shall be construed as a reference to any subordinate legislation made under the relevant enactment or statutory provision and shall be construed as a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;
- (g) writing shall include typewriting, printing, lithography, photography and other modes of representing words in a legible form (which, for the avoidance of doubt, shall include e-mail) or other writing in non-transitory form;
- (h) headings to clauses and paragraphs are included for convenience only and shall be disregarded in the interpretation of this agreement; and
- (i) references to times are to times in London, England.

2. **Condition**

- 2.1 The provisions of clause 3, clauses 4.7 to 4.16 and clause 5 shall be subject to and conditional upon and shall take effect immediately upon, the occurrence of the Effective Time.
- 2.2 This clause 2, clause 1, clauses 4.1 to 4.6 and clauses 6 to 14 (inclusive) shall take effect on and from the date of this agreement.

3. **Termination of the UKCM IMA**

- 3.1 UKCM hereby gives notice to abrdn pursuant to clause 13.2 of the UKCM IMA to terminate the UKCM IMA with effect from the Effective Time.
- 3.2 In accordance with clause 21 of the UKCM IMA, each of UKCM, the UKCM IMA SPVs and abrdn agree that clause 13.2 of the UKCM IMA shall be amended and no compensation shall be payable to abrdn in the event of the early termination of the UKCM IMA pursuant to the notice given at clause 3.1 provided, that for the avoidance of doubt any and all fees and

expenses properly due and payable by UKCM in terms of the UKCM IMA shall remain payable up to the Effective Time.

- 3.3 Each of UKCM, the UKCM IMA SPVs and abrdn agrees that it will not take any action to terminate the property management agreement dated 29 December 2015, as amended from time to time and as novated on 29 June 2018, between, among others, UKCM, abrdn and Jones Lang Lasalle Limited following the termination of the UKCM IMA becoming effective, pursuant to the notice given at clause 3.1.

4. **Employees**

Assigned Employees

- 4.1 abrdn warrants that the Assigned Employees are employed by abrdn and are assigned (for the purposes of regulation 4(1) of TUPE) to the abrdn Services, and that they are the only employees so assigned and undertakes not to cause any other employee to become so assigned between the date of this agreement and the Effective Time. To the extent that any Assigned Employee is employed by a group company of abrdn, abrdn shall procure that such group company complies with this clause 4.

Pre-transfer processes

- 4.2 abrdn undertakes to Tritax that as soon as reasonably practicable prior to the Effective Time and in any event no later than 28 days prior to the Effective Time as required by TUPE, provide to Tritax the Employee Information in respect of each Assigned Employee. abrdn undertakes to Tritax that such Employee Information shall be complete and accurate in all material respects.
- 4.3 abrdn and Tritax each undertake to comply with their respective duties under regulation 13 of TUPE.
- 4.4 abrdn and Tritax acknowledge and agree that the Assigned Employees' current place of work is Edinburgh, whereas Tritax carries out its investment management services from London, and that to the extent that certain roles performed by the Assigned Employees is not required by Tritax on an ongoing basis following completion of the Combination and/or the Assigned Employees are not prepared to work in London, it is expected that their roles will be affected.
- 4.5 abrdn agrees that prior to the Effective Time it shall take reasonable steps to redeploy any Assigned Employee who has not accepted an offer of alternative employment within Tritax or its group companies.
- 4.6 abrdn and Tritax agree that abrdn shall conduct any necessary information and consultation exercise under regulation 13 of TUPE with the representatives of the Assigned Employees. abrdn and Tritax further agree that during such period of information and consultation prior to the Effective Time, abrdn shall provide Tritax with such information and assistance as it may reasonably require subject to the Applicable Data Protection Law (including without limitation providing representatives of Tritax with reasonable access to the Assigned Employees) in order to allow Tritax to inform and consult with Transferring Employees regarding their employment.

- 4.7 Provided that abrdn has complied with its obligations under this clause 4, BBOX undertakes to reimburse abrdn in respect of employment-related payments paid by abrdn to any Assigned Employee who enters into a settlement agreement, provided that the terms of the settlement agreement are agreed between Tritax and abrdn and subject always to the cap in clause 4.9.
- 4.8 BBOX undertakes to reimburse Tritax in respect of employment-related payments paid to the relevant Assigned Employees by Tritax, based on a calculation to be agreed between Tritax and BBOX, subject always to the cap in clause 4.9.
- 4.9 BBOX's total liability to abrdn and Tritax under clauses 4.7 and 4.8 shall not exceed £0.7 million.

Employee Transfer

- 4.10 abrdn and Tritax acknowledge and agree that, pursuant to TUPE, on and from the Effective Time, Tritax will become the employer of the Transferring Employees (the **Transfer**).
- 4.11 In relation to the Transferring Employees:
- (a) abrdn undertakes that it shall be responsible for and will pay or provide all emoluments (or the proportion of such emoluments) accrued, due and payable including any associated Taxes in the period up to but excluding the Effective Time in respect of each Transferring Employee including, without limitation, wages, bonuses, commission, holiday pay, share plan rights and contributions to retirement benefit schemes and any monies payable to third parties; and
 - (b) save as set out elsewhere in this agreement, Tritax shall be responsible for and will pay or provide all emoluments accrued, due and payable including any associated Taxes in the period from and including the Effective Time in respect of each Transferring Employee including, without limitation, wages, bonuses, commission, holiday pay (and excluding for the avoidance of doubt payments and associated Taxes in relation to any abrdn share plan) and contributions to retirement benefit schemes and any monies payable to third parties.
- 4.12 abrdn warrants that no dispute, claim or litigation has arisen in respect of the Assigned Employees and that abrdn is not aware of any circumstances which are likely to give rise to any such dispute, claim or litigation.
- 4.13 abrdn hereby indemnifies Tritax against all Employment Claims (save to the extent that such Employment Claims arise directly from the act or omission of Tritax) which arise out of or in relation to:
- (a) any Assigned Employee's employment during the period prior to the Effective Time, and the employment of any non-Transferring Employee following the Effective Time;
 - (b) the termination of the employment of any of the Assigned Employees before the Effective Time (other than in circumstances where the said termination has been agreed in advance and in writing with Tritax);

- (c) any failure of abrdn to comply with its obligations to inform and consult under TUPE;
- (d) any breach by the abrdn of any Collective Obligations arising in relation to the Assigned Employees or the application of TUPE in connection with this agreement;
- (e) any Employment Claim which is made or brought by or on behalf of an individual who is not a Transferring Employee but in respect of whom it is asserted that Tritax has inherited liability pursuant to TUPE;
- (f) any materially inaccurate Employee Information relating to the Assigned Employees given by abrdn to Tritax prior to the Effective Time; or
- (g) any responsibility or liability, whether attributable to service before, on or after the Effective Time that passes to Tritax pursuant to TUPE and which relates in any way whatsoever to any benefit payable on redundancy, termination or early retirement which it is claimed should be calculated (wholly or partly) by reference to the terms of any occupational pension scheme of which an employee was a member at any time before the Effective Time.

4.14 Tritax hereby indemnifies abrdn against all Employment Claims (save to the extent that such Employment Claims result from, or relate to, the act or omission of abrdn) which arise out of or in relation to:

- (a) the employment or termination of employment (but not including any termination payments made pursuant to clause 4.8) of any Transferring Employee by Tritax from and after the Effective Time; and
- (b) any failure by Tritax to comply with its obligations under TUPE.

Transfer Claimants

4.15 If, on or following the Effective Time any individual (including, without limitation, any employee or former employee of abrdn) who is not an Assigned Employee alleges (or any other person alleges in respect of such person) or pursues a claim that his or her employment or contract of employment has transferred or should have transferred to Tritax pursuant to the Transfer Regulations (a **Transfer Claimant**) as a result of the termination of the UKCM IMA, it is agreed that Tritax shall promptly notify abrdn and may, within 7 calendar days of becoming aware of such transfer (or alleged transfer) of employment, give notice to the individual concerned of his or her dismissal and subject to compliance with this clause 4.15 abrdn shall indemnify Tritax against all Employment Claims which arise out of or in relation to the employment or purported employment and/or termination of the employment of the Transfer Claimant save to the extent they have been increased or incurred by an act of discrimination, victimisation, harassment or other serious impropriety by Tritax.

Transitional arrangements

4.16 abrdn and Tritax acknowledge and agree that notwithstanding clause 4.4, Tritax may have a requirement for the provision of certain transitional services, which Tritax envisages may be provided from Edinburgh by certain of the Assigned Employees who are not also Transferring Employees (**Nominated Employees**). It is agreed that abrdn shall in good faith

consider any request for the services of Nominated Employees to be made available to Tritax for a period not exceeding six months from the Effective Time (**Transition Period**). Subject to obtaining the agreement of the relevant Nominated Employee via a settlement agreement as described in this paragraph, if abrDN agrees to a request from Tritax under this clause 4.16 it shall enter into an appropriate secondment agreement with Tritax under which Tritax shall reimburse abrDN for the gross salaries and benefits payable to the Nominated Employees during the Transition Period. Provision of services via Nominated Employees as described in this paragraph shall be subject to the Nominated Employee, Tritax and abrDN entering into a settlement agreement on terms agreed by all such persons, to include that the employee will object to the Transfer, be re-employed by abrDN immediately following the Effective Time on their terms as they were immediately prior to the Effective Time, be retained by abrDN for the Transition Period, and then be redeployed by abrDN (where possible) or their employment shall end by reason of redundancy (in which case clause 4.7 shall apply).

5. **Post-Combination Co-operation**

5.1 As from the Effective Time:

- (a) in accordance with clause 15.3 of the UKCM IMA, abrDN shall deliver or cause to be delivered, to Tritax or an entity nominated by Tritax all books of account, records, registers, correspondence, amounts held by or on behalf of the UKCM Group and other assets in its possession or under its control and other documents relating to the assets and affairs of, or belonging to, each member of the UKCM Group in the possession or under the control of abrDN, save where abrDN is required to retain any of the same under Applicable Law and save that abrDN may retain one copy of each of the above for its records;
- (b) abrDN shall provide the necessary assistance and guidance to UKCM, BBOX (or to Tritax on its behalf) and any other service providers of the UKCM Group to facilitate an orderly transition process; and
- (c) the parties shall co-operate to ensure all relevant accounts and mandates (including banking mandates) are appropriately transferred, and without limitation to the foregoing abrDN agrees that Tritax shall be entitled to nominate such persons from among its employees or those of any entity carrying out services on its behalf to be authorisers for the purpose of banking mandates pending the transfer of such accounts and mandates.

6. **Termination**

6.1 In the event that the Effective Time does not occur on or before the Long Stop Date, this agreement shall immediately terminate and be of no further force or effect (without prejudice to any rights arising prior to termination).

6.2 Notwithstanding clause 6.1, clause 1, this clause 6 and clauses 7 to 14 shall survive the termination of this agreement.

7. The Takeover Code

7.1 Nothing in this agreement shall in any way limit the parties' obligations under the Takeover Code and any uncontested rulings of the Panel as to the application of the Takeover Code in conflict with the terms of this agreement shall take precedence over such terms of this agreement.

7.2 The parties agree that, if the Panel determines that any provision of this agreement that requires any of the parties to take or not take action, whether as a direct obligation or as a condition to any other party's obligation (however expressed), prior to the Effective Time, is not permitted by Rule 21.2 of the Takeover Code, that provision shall have no effect and shall be disregarded.

8. Notices

8.1 Any notices or other communications given or made under or in connection with the matters contemplated by this agreement shall be in writing and shall be delivered by hand or by courier or recorded delivery (air mail if posted to or from a place outside the United Kingdom) or sent by e-mail to the address specified below and as detailed below (unless any party notifies the other in writing of a change to the address or details below and such notification is received by that other party before the notice is dispatched):

(a) in the case of BBOX to [REDACTED]

Address: 72 Broadwick Street, London, United Kingdom W1F 9QZ

[REDACTED]

Marked for the attention of: [REDACTED]

(b) in the case of Tritax to: [REDACTED]

Address: 280 Bishopsgate, London EC2M 4AG, United Kingdom

[REDACTED]

Marked for the attention of: [REDACTED]

(c) in the case of UKCM and each of the UKCM IMA SPVs to:

Address: PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands

[REDACTED]

Marked for the attention of: [REDACTED]

[REDACTED]

(d) in the case of abrdn to:

Address: 280 Bishopsgate, London EC2M 4AG, United Kingdom



Marked for the attention of: Head of General Counsel's Office

With a copy to: Head of General Counsel's Office, abrdn plc, 1 George Street,
Edinburgh, United Kingdom, EH2 2LL

8.2 A notice given under clause 8.1 shall be effective on receipt and shall be deemed received (a) if delivered by hand or by courier or recorded delivery, upon delivery at the address of the relevant party; (b) if sent by air mail, 2 Business Days after the date of posting; (c) if sent by e-mail when actually received by the intended recipient in readable form, provided that, if, in accordance with this clause 8.2, any such notice, demand or other communication would be deemed to be received after 5.00 p.m., such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next Business Day.

9. **Entire agreement**

This agreement constitutes the entire agreement between the parties and supersedes and replaces any previous agreement, understanding, undertaking, representation, warranty or arrangement of any nature whatsoever between the parties relating to the subject matter of this agreement.

10. **Assignment**

This agreement is personal to the parties. Accordingly, no party, without the prior written consent of the others, shall assign, transfer, charge, declare a trust of, or otherwise dispose of any benefit arising under this agreement and neither shall any party delegate any of its obligations under this agreement or sub contract their provision to any third party or agent.

11. **Third Party Rights**

A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12. **Counterparts**

12.1 This agreement may be executed in any number of counterparts which together shall constitute one agreement. Any party may enter into this agreement by executing a counterpart and this agreement shall not take effect until it has been executed by all parties.

12.2 Delivery of an executed signature page of a counterpart by electronic transmission shall take effect as delivery of an executed counterpart of this agreement.

13. **Miscellaneous**

13.1 No amendment or variation to this agreement shall be effective unless it is in writing and signed by or on behalf of all of the parties.

- 13.2 If any provision of this agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, under any enactment or rule of law, but would be valid and enforceable if deleted in whole or in part or reduced in application, such provision shall apply with such deletion or modification as may be necessary to make it valid and enforceable but the enforceability of the remainder of this agreement shall not be affected.
- 13.3 No delay or omission by any party in exercising any right, power or remedy under this agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy by any of the parties shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 13.4 The rights, powers and remedies provided for in this agreement are cumulative and not exclusive of any rights, powers and remedies provided by Applicable Law.
- 13.5 Each party shall pay its own costs and expenses in connection with the preparation, negotiation and completion or termination of this agreement and any matters contemplated by it.
- 13.6 Nothing in this agreement is intended to or shall operate to create an agency relationship, partnership or joint venture of any kind between the parties. No party shall have the authority or power to bind, to contract in the name of, or to create a liability for any other party in any way or for any purpose.

14. **Governing Law and Jurisdiction**

This agreement and any dispute or claim or proceedings relating to it or to its formation shall be governed by and construed in accordance with English law. Each party to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this agreement or its formation and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

IN WITNESS whereof this Agreement has been executed on the date first above written.

Schedule 1

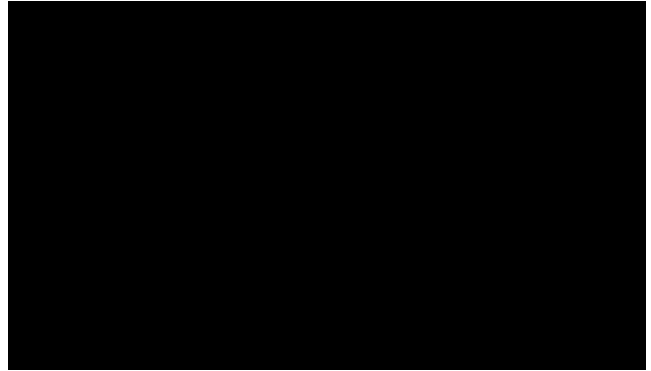
UKCM IMA SPVs

Name	Registered Number	Address
UK Commercial Property Finance Holdings Limited	60016	PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL
UK Commercial Property Holdings Limited	45386	PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL
UK Commercial Property Estates Holdings Limited	52248	PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL
UK Commercial Property Estates Limited	53361	PO Box 255, Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL

Signatures

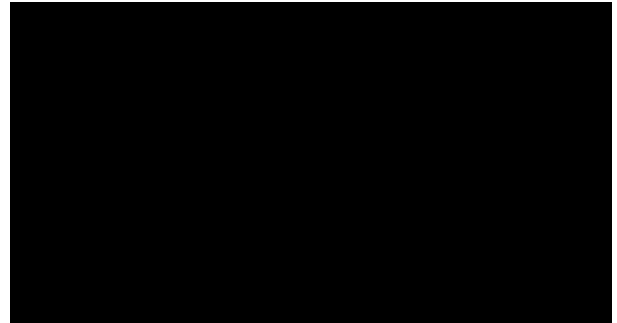
Signed by a director for and on behalf of
TRITAX BIG BOX REIT PLC:

Director name:



Signed by a member for and on behalf of
TRITAX MANAGEMENT LLP:

Member name:



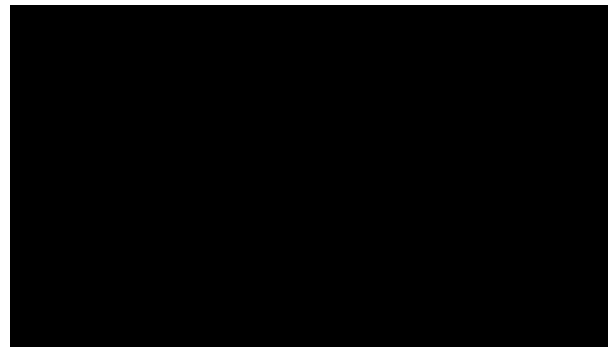
Signed by a director for and on behalf of
UK COMMERCIAL PROPERTY REIT LIMITED:

Signature

Director name:

Signed by an authorised signatory for and on behalf of
ABRDN FUNDS MANAGER LIMITED:

Authorised signatory name:



Signatures

Signed by a director for and on behalf of
TRITAX BIG BOX REIT PLC:

Signature

Director name:

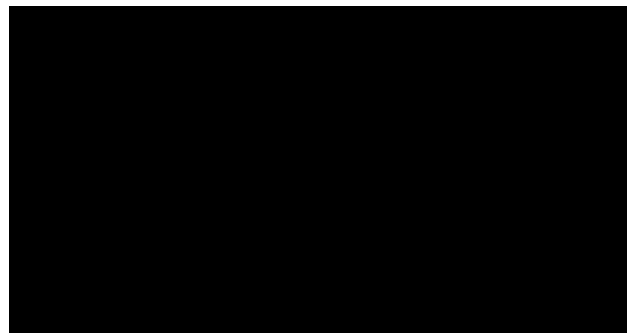
Signed by a member for and on behalf of
TRITAX MANAGEMENT LLP:

Signature

Member name:

Signed by a director for and on behalf of
UK COMMERCIAL PROPERTY REIT LIMITED:

Director name:



Signed by an authorised signatory for and on behalf of
ABRDN FUNDS MANAGER LIMITED:

Signature

Authorised signatory name:

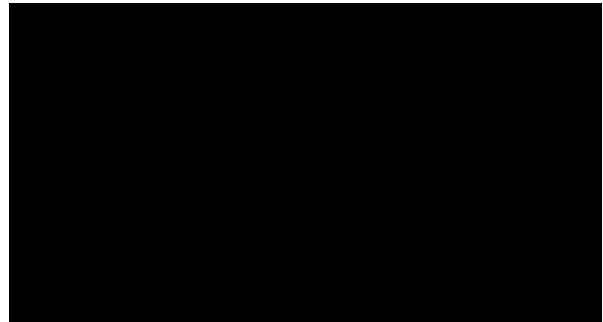
Signed by a director for and on behalf of
**UK COMMERCIAL PROPERTY FINANCE
HOLDINGS LIMITED:**

Director name:



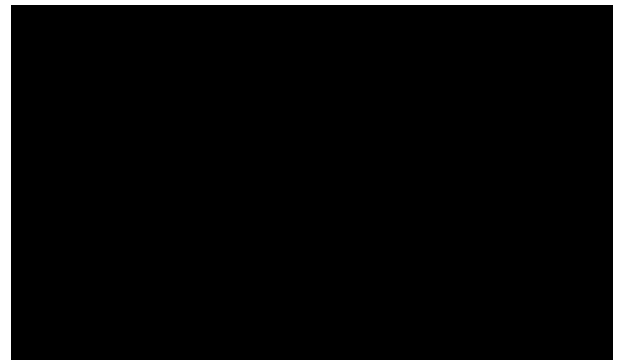
Signed by a director for and on behalf of
**UK COMMERCIAL PROPERTY HOLDINGS
LIMITED:**

Director name:



Signed by a director for and on behalf of
**UK COMMERCIAL PROPERTY ESTATES
HOLDINGS LIMITED:**

Director name:



Signed by a director for and on behalf of
**UK COMMERCIAL PROPERTY ESTATES
LIMITED:**

Director name:

