

THIS DEED IS MADE is made the 31<sup>st</sup> day of July 2008 between

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH

("the Council") of the first part and <sup>NCP</sup> National Car Parks Services Limited ("the Contractor") of the second part.

WHEREAS

(A) the Council wishes to have provided the Services set out in the Contract and

(B) the Contractor is willing to perform such Services in accordance with the provisions of the Contract.

NOW IT IS HEREBY CONFIRMED between the Council and the Contractor that :-

1 The Contract

- 1.1 Upon acceptance by the Council of the Contractor's Form of Tender the Contract was thereby constituted upon the terms and conditions set out in the Contract Documents and Modifications (collectively 'the Contract').
- 1.2 The Contract constitutes the sole contract or agreement between the Council and the Contractor for the performance by the Contractor of the Services.
- 1.3 The Contractor shall provide the Services in accordance with the provisions of the contract and to the satisfaction of the Council for the Contract Period.
- 1.4 So long as the Contractor shall continue to provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council, the Council shall make to the Contractor the payments provided by the Contract.

2 General

- 2.1 Expressions defined in the Contract Documents and Modifications (true copies of which are attached hereto) shall bear the same meaning when used in these Articles of Agreement.
- 2.2 In the case of any inconsistency between the provisions of these Articles of Agreement and the Contract, the provisions of the Contract shall prevail.

EXECUTED AS A DEED by the parties or their authorised representatives the day and year first above written

EXECUTED as a deed duly authorised )  
for and on behalf of the Council )

EXECUTED as a deed duly authorised )  
for and on behalf of the Contractor )

The Parking Services Contract  
a) Lots 1 and 2 from 2008 to 2013 and  
b) Lot 5 from 2008 to 2011  
in the London Borough of Lambeth.

**BOND**

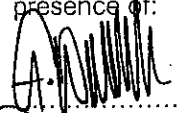
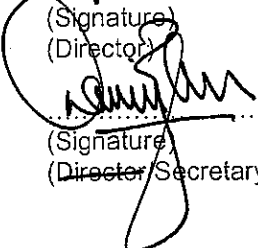
By this Bond ~~National Car Parks~~ <sup>NCP</sup> Services Limited (hereinafter called "the Contractor") whose registered office /main place of business is situated at 4<sup>th</sup> floor, Westgate House, Westgate, Ealing W5 1YY and Lloyds TSB Bank plc (hereinafter called "the Surety") whose registered office/main place of business is situated at 25 Gresham Street, London EC2V 7HN and whose address for service is City Office Trade Finance, PO Box 17328, 11-15 Monument Street, London EC3V 9JA are jointly and severally bound to the London Borough of Lambeth (hereinafter called "the Council") of Lambeth Town Hall in the sum of Two Hundred Thousand Pounds Sterling (£200,000.00) for the payment of which sum the Contractor and the Surety hereby jointly and severally bind themselves their successors and assigns.

WHEREAS by a Contract of even date herewith and made between the Council of the one part and the Contractor of the other part the Contractor has contracted with the Council to provide the service described in accordance with the terms of the said Contract.

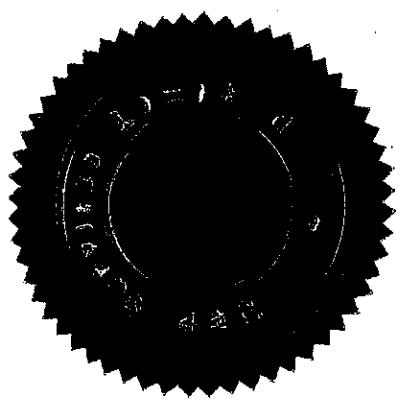
NOW THE CONDITIONS OF THIS Bond are such that if the Contractor shall duly perform and observe all the provisions conditions and stipulations of the said Contract on the Contractor's part to be performed and observed according to the true purport intent and meaning thereof, or if on default by the Contractor, the Surety shall satisfy and discharge the damages sustained by the Council thereby up to the amount of this Bond, then this obligation shall be null and void but otherwise shall be and remain in full force and effect, but no alteration in the terms of the said Contract made by agreement between the Council and the Contractor or on the extent or nature of the Service to be performed thereunder and no allowance of time by the Council or the Council's Representative under the said Contract nor any forbearance in or in respect of any matter or thing concerning the said Contract on the part of the Council or of the Council's representative shall in any way release the Surety from any liability under this Bond.

*This Bond shall be subject to English law and the exclusive jurisdiction of the English courts.*  
The Parties have caused their Common Seals to be affixed.

The COMMON SEAL of ~~National Car Parks~~ <sup>NCP</sup> Services Limited was hereunto affixed in the presence of:

  
.....  
(Signature)  
(Director)  
  
.....  
(Signature)  
(Director/Secretary)

Dated: ..... 19/08/2008



~~The COMMON SEAL of the Lloyds TSB Bank plc (the Surety) was hereunto affixed in the presence of:~~

.....  
(Signature)

Signed as a deed by N. C. HOLT, MANAGER  
TECHNICAL, TRADE FINANCE, GROUP OPERATIONS

*Nip Holt* H 564

(Director)

as attorney for and on behalf of  
Lloyds TSB Bank plc  
in the presence of D. A. TAYLOR

.....  
(Signature)  
(Director/Secretary)

*D A Taylor*

Lloyds TSB Bank plc 703  
City Office Trade Finance  
11-15 Monument Street  
London EC3V 9JA

Dated: .....2008

REF: 9TYA080025399

The COMMON SEAL of the London Borough of Lambeth was hereunto affixed in the presence of:

*[Handwritten Signature]*  
.....  
(Signature and Name)

.....  
(Address)

.....  
(Signature and Name)

.....  
(Address)

Dated: .....2008

**POWER OF ATTORNEY FOR EXECUTION OF BONDS,  
GUARANTEES, UNDERTAKINGS AND INDEMNITIES  
(INCLUDING THOSE IN FAVOUR OF REVENUE AND CUSTOMS)**

By this power of attorney given on 17th August, 2007, Lloyds TSB Bank plc whose registered office is at 25 Gresham Street, London EC2V 7HN ("the bank") hereby appoints the holders of the following offices:

- Director
- Chief Risk Director
- Director of Group IT & Operations
- Director of Group IT
- Managing Director, Group Operations
- Director of Group Strategy and Corporate Development
- Group Human Resources Director
- Managing Director Lloyds TSB Insurance
  
- Head of Business Support )
- Head of Customer Debt Management )
- Director )
- Operations Director ) Business Support
- Regional Director )
- Area Director )
- Relationship Director )
- Senior Manager, Customer Debt Management )
  
- Chief Executive Officer, Corporate Banking and co-head, )
- Corporate Markets )
- Risk Director, Risk Management )
- Managing Director, Financial Institutions )
- Director, Head of Risk, Financial Institutions )
- Managing Director, Large Corporate & Public ) Corporate
- and Community Sector ) Banking
- Regional Managing Director ) Large )
- Director & Head of Large Corporate, North East Area ) Corporate )
- Director & Head of Property, North Region ) )
- Director & Head of Property, London & ) )
- South East Region ) )
- Managing Director, Public & Community Sector ) )
- Managing Director, Major Corporates ) )
  
- Credit Director (Corporate and )
- International) ) Credit
- Credit Director, London ) Management
- Regional Credit Director ) Centres
- Senior Manager Credit )
  
- Documentary Adviser, Risk & Contingency )
- Management )
- Senior Manager )
- Manager, Operations ) Trade Finance ) Group Operations
- Manager, Technical ) )
- Senior Manager ) )
- Manager ) Trade Services )
- Technical Manager ) )

Managing Director International Banking )  
 Managing Director International Private Banking )  
 Compliance & Risk Director )  
 Finance Director )  
 Onshore Retail & IB Change Director )  
 Island Director )  
 Expatriate Banking Director )  
 Offshore Banking Director )  
 Offshore Retail Banking Director )  
 Offshore Wealth Management Director )  
 Regional Chief Executive, Offshore Banking Asia ) International Banking  
 Deputy Regional Chief Executive (Business )  
 Development and Country Head, Malaysia )  
 Deputy Regional Chief Executive (Finance and )  
 Operations) )  
 Regional Director, Special Projects )  
 Country Head, Singapore )  
 Head of Central Support )  
 Head of Marketing & Change )  
 Senior Manager, Worldwide Service )  
 Manager-Legal & Secretarial )

Network Director )  
 Product & Service Director )  
 Risk Management Director )  
 Head of Credit )  
 Head of Credit Quality ) Lloyds TSB Commercial  
 Senior Manager Credit )  
 Head of Operational Risk )  
 Regional Lending Manager )  
 Regional Support Manager )

Chief Executive Officer, Products & Markets and co-head, )  
 Corporate Markets )  
 Managing Director )  
 Head of Risk, Leveraged Loans ) Acquisition )  
 Portfolio Director ) Finance )  
 Associate Portfolio Director ) )  
 Head of Risk, Structured Asset Finance Loans ) )  
 Director, Loan Management, Structured Asset ) )  
 Finance Loans ) )  
 Associate Director, Loan Management, ) Asset )  
 Structured Asset Finance Loans ) Management )  
 Director, Head of Equipment Management ) )  
 Director, Equipment Management ) ) Products  
 Associate Director, Equipment Management ) ) & Markets  
 Managing Director ) Structured ) )  
 Director ) Credit ) )  
 Associate Director ) Investments ) )  
 Managing Director ) )  
 Managing Director and Head of Securitisation ) Debt Capital )  
 Director, Securitisation ) Markets )  
 Associate Director, Securitisation ) )

Managing Director, Loan Syndications	)	)	)
Director, Loan Syndications	)	)	)
Managing Director, Origination	)	)	)
Director, Origination	)	Debt Capital	)
Managing Director, Equity Capital Markets and Mergers & Acquisition	)	Markets	)
Director, Equity Capital Markets and Mergers & Acquisition	)	)	)
Compliance & Legal Director	)	)	)
Head of Legal	)	Products &	)
Legal Counsel	)	Markets Legal	)
Director	)	)	)
Associate Director	)	)	)
Managing Director and Head of Structured Debt Origination	)	)	)
Managing Director and Head of Acquisition Finance	)	)	)
Deputy Head	)	Acquisition	)
Managing Director	)	Finance	)
Director	)	)	)
Associate Director	)	)	)
Managing Director and Head of Corporate Asset Finance	)	)	)
Director	)	Corporate	)
Associate Director	)	Asset	)
Director, Origination Support	)	Finance	)
Associate Director, Origination Support	)	)	)
Manager, Risk	)	)	)
Managing Director and Head of Project Finance	)	)	Structured
Director and Head of Infrastructure	)	)	Debt
Director and Head of Energy & Utilities	)	Project	)
Director, Infrastructure	)	Finance	)
Director, Energy & Utilities	)	)	)
Associate Director, Infrastructure	)	)	)
Associate Director, Energy & Utilities	)	)	)
Managing Director and Head of Rail	)	)	)
Associate Director, Rail	)	)	)
Managing Director and Head of Ship Finance	)	)	)
Director, Ship Finance	)	)	)
Associate Director, Ship Finance	)	)	)
Head of Structured Trade Finance	)	)	)
Director of Origination	)	)	)
Director of Strategy and Execution	)	Structured	)
Associate Director, Risk	)	Trade	)
Associate Director, Execution	)	Finance	)
Director, Strategic Planning	)	)	)
Managing Director and Head of Structured Transactions Group	)	)	Structured
Managing Director	)	Transactions	)
Director	)	Group	)
Director, Head of Risk and Middle Office	)	)	)
Associate Director	)	)	)

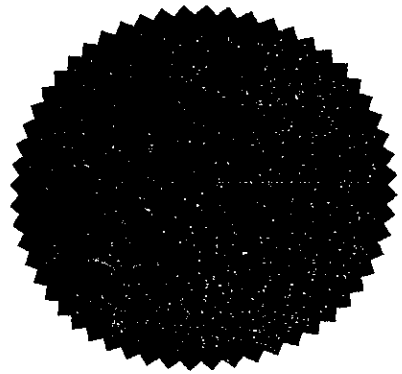
Senior Manager, Colmore Row branch  
Senior Manager, Coventry branch  
Senior Manager, New Street, Birmingham branch

jointly and severally to sign, seal, execute and deliver all bonds, guarantees, undertakings or indemnities whether alone or jointly with any other person or body of persons in favour of any person or body of persons (including without limitation Her Majesty as may be required by the Commissioners for Her Majesty's Revenue and Customs) and whatsoever any of these attorneys may lawfully do or cause to be done in the premises the bank agrees to allow ratify and confirm.

Given under the common seal of Lloyds TSB Bank plc as a deed

Authorised signatory *W. J. Fisher*

Authorised counter signatory *S. J. Hill*



0021

The Parking Services Contract  
a) Lots 1 and 2 from 2008 to 2013 and  
b) Lot 5 from 2008 to 2011  
in the London Borough of Lambeth.

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.....  
(Signature)  
(Director)

.....  
(Signature)  
(Director/Secretary)

Dated: .....2008

~~The COMMON SEAL of the Lloyds TSB Bank plc (the Surety) was hereunto affixed in the presence of:~~

.....  
(Signature)-



*N. C. Holt* H564

COPY

(Director)

as attorney for and on behalf of  
Lloyds TSB Bank plc  
in the presence of D. A. TAYLOR

(Signature)  
(Director/Secretary)

*D A Taylor*

Lloyds TSB Bank plc 763  
City Office Trade Finance  
11-15 Monument Street  
London EC3V 9JA



Dated: .....2008

REF: 9TYA080025399

The COMMON SEAL of the London Borough of Lambeth was hereunto affixed in the presence of:

*[Handwritten signature]*

(Signature and Name)

(Address)

(Signature and Name)

(Address)

Dated: .....2008

