PROSPECTUS DATED 4 JUNE 2013

Helical Bar plc

HELICAL BAR PLC RETAIL BONDS

- **Fixed interest rate of 6.00 per cent. per annum**
- **Maturity date of 24 June 2020**

MANAGER

Numis Securities

AN INVESTMENT IN THE BONDS INVOLVES CERTAIN RISKS. YOU SHOULD HAVE REGARD TO THE FACTORS DESCRIBED IN SECTION 2 (*RISK FACTORS*) OF THIS PROSPECTUS. YOU SHOULD ALSO READ CAREFULLY SECTION 11 (*IMPORTANT LEGAL INFORMATION*).

IMPORTANT NOTICES

About this document

This document (the "**Prospectus**") has been prepared in accordance with the Prospectus Rules of the Financial Conduct Authority (the "**FCA**") and relates to the offer by Helical Bar plc of its sterling denominated 6.00 per cent. bonds due 2020 (the "**Bonds**") at 100 per cent. of their nominal amount. The Bonds are transferable, unsecured debt instruments and are to be issued by Helical Bar plc on 24 June 2013. The nominal amount of each Bond (being the amount which is used to calculate payments made on each Bond) is £100. The aggregate nominal amount of the Bonds to be issued will be specified in the Sizing Announcement published by the Issuer on a Regulatory Information Service.

This Prospectus contains important information about Helical Bar plc, the Group, Helical's joint ventures, the terms of the Bonds and details of how to apply for the Bonds. This Prospectus also describes the risks relevant to Helical Bar plc and its business and risks relating to an investment in the Bonds generally. You should read and understand fully the contents of this Prospectus before making any investment decisions relating to the Bonds.

Helical Bar plc is responsible for the information contained in this Prospectus

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. Where information has been sourced from a third party, this information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

Use of defined terms in this Prospectus

Certain terms or phrases in this Prospectus are defined in double quotation marks and subsequent references to that term are designated with initial capital letters. The locations in this Prospectus where these terms are first defined are set out in Appendix A of this Prospectus.

In this Prospectus, references to the "**Issuer**" and "**Helical**" are to Helical Bar plc, which is the issuer of the Bonds. All references to the "Group" are to the Issuer, its subsidiaries and its subsidiary undertakings taken as a whole. See Section 6 (*Description of Helical and the Group – Group organisational structure*) for details of the Issuer's principal subsidiaries.

Information incorporated by reference in this Prospectus

This Prospectus, including the Appendices, must be read together with all information which is deemed to be incorporated in this Prospectus by reference (see Section 9 (*Information Incorporated by Reference*)).

The Bonds are not protected by the Financial Services Compensation Scheme

The Bonds are not protected by the Financial Services Compensation Scheme (the "**FSCS**"). As a result, neither the FSCS nor anyone else will pay compensation to you upon the failure of the Issuer. If the Issuer goes out of business or becomes insolvent, you may lose all or part of your investment in the Bonds.

How to apply

Applications to purchase Bonds cannot be made directly to the Issuer. Bonds will be issued to you in accordance with the arrangements in place between you and your stockbroker or other financial intermediary, including as to application process, allocations, payment and delivery arrangements. You should approach your stockbroker or other financial intermediary to discuss any application arrangements that may be available to you.

After the closing time and date of the Offer Period no Bonds will be offered for sale (a) by or on behalf of the Issuer or (b) by any of the Authorised Offerors, except with the permission of the Issuer.

See Section 4 (*How to Apply for the Bonds*) for more information.

Queries relating to this Prospectus and the Bonds

If you have any questions regarding the content of this Prospectus and/or the Bonds or the actions you should take, you should seek advice from your financial adviser or other professional adviser before deciding to invest.

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SUMMARY

The following is a summary of information relating to Helical Bar plc and the Bonds.

SUMMARY

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A – E (A.1 – E.7). This summary contains all the Elements required to be included in a summary for this type of securities and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of 'not applicable'.

<table>
<tr><th></th><th>SECTION A – INTRODUCTIONS AND WARNINGS</th></tr>
<tr><td>A.1</td><td>This summary must be read as an introduction to this Prospectus. Any decision to invest in the securities should be based on consideration of this Prospectus as a whole by the investor. Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the EU Member States, have to bear the costs of translating this Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus or it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in such securities.</td></tr>
<tr><td>A.2</td><td>The Issuer consents to the use of this Prospectus in connection with any Public Offer of Bonds in the United Kingdom during the period commencing from, and including, 4 June 2013 until 12.00 noon on 18 June 2013 or such earlier time and date as may be agreed between the Issuer and Numis Securities Limited (the “Manager”) and announced via a Regulatory Information Service (the “Offer Period”) by:
(i) the Manager; and
(iii) any financial intermediary (an “Authorised Offeror”) which satisfies the Authorised Offer Terms and other conditions as set out below.
The “Authorised Offeror Terms” are that the relevant financial intermediary represents and agrees that it:
(a) is authorised to make such offers under Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments (“MiFID”) (in which regard, you should consult the register of authorised entities maintained by the FCA at www.fca.org.uk/firms/systems-reporting/register). MiFID governs the organisation and conduct of the business of investment firms and the operation of regulated markets across the European Economic Area in order to seek to promote cross-border business, market transparency and the protection of investors;
(b) acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the “Rules”), including the Rules published by the FCA (including its guidance for distributors in “The Responsibilities of Providers and Distributors for the Fair Treatment of Customers”) from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Bonds by any person and disclosure to any potential investor;
(c) complies with the restrictions set out under “Subscription and Sale” in this Prospectus which would apply as if it were the Manager;
(d) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Bonds does not violate the Rules and is fully and clearly disclosed to investors or potential investors;</td></tr>
</table>

	(e) holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Bonds under the Rules, including authorisation under the Financial Services and Markets Act 2000 ("**FSMA**") and/or the Financial Services Act 2012; (f) complies with applicable anti-money laundering, anti-bribery and "know your client" Rules, and does not permit any application for Bonds in circumstances where the financial intermediary has any suspicions as to the source of the application monies; (g) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested and to the extent permitted by the Rules, make such records available to the Manager and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the Manager in order to enable the Issuer and/or the Manager to comply with anti-money laundering, anti-bribery and "know your client" Rules applying to the Issuer and/or the Manager; (h) does not, directly or indirectly, cause the Issuer or the Manager to breach any Rule or subject the Issuer or the Manager to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; (i) agrees and undertakes to indemnify each of the Issuer and the Manager (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the Manager; and (j) agrees and accepts that: (i) the contract between the Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the Issuer's offer to use the Prospectus with its consent in connection with the relevant Public Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law; (ii) the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Authorised Offeror Contract (including a dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) and accordingly submits to the exclusive jurisdiction of the English courts; and (iii) the Manager will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit, including the agreements, representations, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms.

	Any financial intermediary who wishes to use this Prospectus in connection with a Public Offer as set out above is required, for the duration of the Offer Period, to publish on its website that it is using this Prospectus for such Public Offer in accordance with the consent of the Issuer and the conditions attached thereto in the following form (with the information in square brackets completed with the relevant information): *"We, [insert legal name of financial intermediary], refer to the 6.00 per cent. sterling Bonds due 2020 of Helical Bar plc. We hereby accept the offer by Helical Bar plc of its consent to our use of the Prospectus dated 4 June 2013 relating to the Bonds in connection with the offer of the Bonds in the United Kingdom (the "Public Offer") in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Prospectus, and we are using the Prospectus in connection with the Public Offer accordingly".* A Public Offer may be made, subject to the conditions set out above, during the Offer Period by any of the Issuer, the Manager or the other Authorised Offerors. Other than as set out above, neither the Issuer nor the Manager has authorised the making of any Public Offer by any person in any circumstances and such person is not permitted to use this Prospectus in connection with any offer of Bonds. Any such offers are not made on behalf of the Issuer or by the Manager or other Authorised Offerors and none of the Issuer or the Manager or other Authorised Offerors has any responsibility or liability for the actions of any person making such offers. Neither the Issuer nor the Manager has any responsibility for any of the actions of any Authorised Offeror (except for the Manager, where it is acting in the capacity of a financial intermediary), including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer. **If you intend to acquire or do acquire any Bonds from an Authorised Offeror, you will do so, and offers and sales of the Bonds to you by such an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and you including as to price, allocations and settlement arrangements. The Issuer will not be a party to any such arrangements with you in connection with the offer or sale of the Bonds and, accordingly, this Prospectus does not contain such information. The information relating to the procedure for making applications will be provided by the relevant Authorised Offeror to you at the relevant time. None of the Issuer or the Manager or other Authorised Offerors has any responsibility or liability for such information.**

	SECTION B – THE ISSUER	
B.1	**Legal and commercial name.**	The Issuer's legal and commercial name is Helical Bar plc.
B.2	**The domicile and legal form of the issuer, the legislation under which the issuer operates and its country of incorporation.**	The Issuer is a public limited company incorporated in England and Wales under the Companies Acts 1948 to 1980 with registered number 156663.
B.4b	**A description of any known trends affecting the issuer and the industries in which it operates.**	There is increasing demand for UK real estate with confidence returning in the wider economy, albeit slowly. Large chunks of historic loan books are being taken out by global funds acquiring debt packages at distressed price levels, which is helping to refinance the banks and may result in more property coming to the market. Although international equity and institutional purchasers continue to seek "prime" property, generally in central London, or properties with long leases to tenants with strong covenants (e.g. supermarkets), prime property has reached historically high levels. Some purchasers have started to look at higher yielding secondary assets. Together with an increased availability of new bank debt, Helical believes that this will increase liquidity in the UK property market.
B.5	**If the issuer is part of a group, a description of the group and the issuer's position within the group.**	The Issuer is a holding company. The Group's property investment and development operations are generally conducted through the Issuer's direct and indirect subsidiaries and the joint ventures that Group members have with other non-Group companies. This means that Helical is, in part, dependent on the performance of such members of the Group and their respective joint ventures and the subsequent receipt of funds by way of distributions from members of the Group to Helical for its principal sources of funds.
B.9	**Where a profit forecast or estimate is made, state the figure.**	Not applicable; the Issuer has not made any public profit forecast or profit estimate.
B.10	**A description of the nature of any qualifications in the audit report on the historical financial information.**	Not applicable; neither of the audit reports on the Issuer's audited consolidated financial statements for the years ended 31 March 2011 and 2012 included any qualifications.

B.12

Selected historical key financial information regarding the issuer, presented for each financial year of the period covered by the historical financial information, and any subsequent interim financial period accompanied by comparative data from the same period in the prior financial year except that the requirement for comparative balance sheet information is satisfied by presenting the year end balance sheet information.

A statement that there has been no material adverse change in the prospects of the issuer since the date of its last published audited financial statements or a description of any material adverse change.

A description of significant changes in the financial or trading position subsequent to the period covered by the historical financial information.

The following summary financial data as of, and for each of the years ended, 31 March 2011 and 2012 and as of, and for the six month periods ended, 30 September 2011 and 2012 has been extracted, without any adjustment, from the Issuer's consolidated financial statements in respect of those dates and periods. The summary financial data as of, and for the year ended 31 March 2013 has been extracted, without any adjustment, from the Issuer's consolidated preliminary results in respect of that date and year.

There has been no significant change in the financial or trading position of the Issuer or the Group since 31 March 2013 and there has been no material adverse change in the prospects of the Issuer or the Group since 31 March 2012.

Group income statement

	Year ended 31 March			Six months ended 30 September	
	2011	2012	2013	2011	2012
				(unaudited)	
			(£'000)		
Revenue	**119,059**	**52,968**	**65,439**	**31,333**	**44,225**
Net rental income	14,187	17,876	19,578	8,354	9,794
Development property profit/(loss)	(16,642)	655	6,956	1,845	4,739
Trading property loss	(367)	–	(1)	–	(6)
Share of results of joint ventures	2,886	2,472	3,854	1,028	1,219
Other operating income/(expense)	(358)	113	(547)	111	2
Gross profit/(loss) before net gain on sale and revaluation of investment properties	(294)	21,116	29,840	11,338	15,748
Net gain on sale and revaluation of investment properties	7,512	3,288	1,335	486	557
Impairment of available-for-sale assets	(1,817)	–	–	–	–
Gross profit	**5,401**	**24,404**	**31,175**	**11,824**	**16,305**
Administrative expenses	(7,050)	(7,800)	(14,920)	(3,264)	(4,957)
Operating profit/(loss)	**(1,649)**	**16,604**	**16,255**	**8,560**	**11,348**
Finance costs	(6,992)	(8,409)	(9,577)	(3,499)	(5,042)
Finance income	652	583	887	227	258
Change in fair value of derivative financial instruments	1,776	(306)	(2,573)	(1,434)	(659)
Foreign exchange (losses)/gains	(67)	(1,064)	17	255	(662)
Profit/(loss) before tax	**(6,280)**	**7,408**	**5,009**	**4,109**	**5,243**
Taxation on profit/(loss) on ordinary activities	2,391	158	815	(126)	(1,169)
Profit/(loss) after tax	**(3,889)**	**7,566**	**5,824**	**3,983**	**4,074**
– attributable to equity shareholders	(3,887)	7,575	5,867	3,983	4,081
– attributable to non-controlling interests	(2)	(9)	(43)	–	(7)
Profit/(loss) for the year	**(3,889)**	**7,566**	**5,824**	**3,983**	**4,074**
Basic earnings/(loss) per share	**(3.6p)**	**6.5p**	**5.0p**	**3.4p**	**3.5p**
Diluted earnings/(loss) per share	**(3.6p)**	**6.5p**	**5.0p**	**3.4p**	**3.5p**

Group statement of comprehensive income

	Year ended 31 March			Six months ended 30 September	
	2011	2012	2013	2011	2012
				(unaudited)	
			(£'000)		
Profit/(loss) for the year	**(3,889)**	**7,566**	**5,824**	**3,983**	**4,074**
Other comprehensive income					
Impairment of available-for-sale investments	(12,169)	(3,521)	(1,304)	–	(432)
Associated deferred tax on the impairment	3,222	–	–	–	–
Exchange difference on retranslation of net investments in foreign operations	(14)	(39)	(212)	(23)	(34)
Total comprehensive income/ (expense) for the year	**(12,850)**	**4,006**	**4,308**	**3,960**	**3,608**
– attributable to equity shareholders	(12,848)	4,015	4,351	3,960	3,615
– attributable to non-controlling interests	(2)	(9)	(43)	–	(7)
Total comprehensive income/ (expense) for the year	**(12,850)**	**4,006**	**4,308**	**3,960**	**3,608**

Group balance sheet

	As of 31 March 2011	As of 31 March 2012	As of 31 March 2013	As of 30 Sep. 2012 *(unaudited)*
		(£'000)		
Non-current assets				
Investment properties held for sale	19,350	–	–	–
Total	*19,350*	–	–	–
Investment properties	252,526	326,876	312,026	326,601
Owner occupied property, plant and equipment	1,497	1,251	1,153	1,138
Investment in joint ventures	36,064	40,592	49,890	41,344
Derivative financial instruments	793	629	146	260
Trade and other receivables	–	–	6,325	6,141
Goodwill	14	–	–	–
Deferred tax asset	8,879	9,050	10,381	8,010
Total	*299,773*	*378,398*	*379,921*	*383,494*
Total non–current assets	**319,123**	**378,398**	**379,921**	**383,494**
Current assets				
Land, developments and trading properties	147,542	99,741	92,874	86,810
Available-for-sale investments	10,505	7,003	5,997	6,766
Trade and other receivables	35,783	23,076	38,017	24,256
Corporation tax receivable	1,069	1,178	–	–
Cash and cash equivalents	31,327	35,411	36,863	38,893
Total	**226,226**	**166,409**	**173,751**	**156,725**
Total assets	**545,349**	**544,807**	**553,672**	**540,219**

	As of 31 March 2011	As of 31 March 2012	As of 31 March 2013	As of 30 Sep. 2012 (unaudited)
		(£'000)		
Current liabilities				
Trade and other payables	(45,224)	(24,807)	(34,929)	(29,477)
Corporation tax receivable	–	–	(70)	(21)
Borrowings	(37,500)	(59,203)	(39,295)	(81,088)
Total	**(82,724)**	**(84,010)**	**(74,294)**	**(110,586)**
Non-current liabilities				
Borrowings	(199,917)	(203,992)	(220,446)	(172,137)
Derivative financial instruments	(7,311)	(3,075)	(5,164)	(3,365)
Total	**(207,228)**	**(207,067)**	**(225,610)**	**(175,502)**
Total liabilities	**(289,952)**	**(291,077)**	**(299,904)**	**(286,088)**
Net assets	**255,397**	**253,730**	**253,768**	**254,131**
Equity				
Called-up share capital	1,447	1,447	1,447	1,447
Share premium account	98,678	98,678	98,678	98,678
Revaluation reserve	3,495	2,612	10,593	2,608
Capital redemption reserve	7,478	7,478	7,478	7,478
Other reserves	291	291	291	291
Retained earnings	143,886	143,111	135,211	143,523
Equity attributable to equity holders of the parent	**255,275**	**253,617**	**253,698**	**254,025**
Non-controlling interests	122	113	70	106
Total equity	**255,397**	**253,730**	**253,768**	**254,131**

Group cash flow statement

	Year ended 31 March			Six months ended 30 September	
	2011	2012	2013	2011	2012
				(unaudited)	
			(£'000)		
Cash flows from operating activities					
Profit/(loss) before tax	(6,280)	7,408	5,009	4,109	5,243
Depreciation	328	309	340	164	140
Revaluation gain on investment properties	(2,670)	(3,664)	(3,723)	(1,223)	(739)
Loss/(gain) on sales of investment properties	(4,842)	376	2,388	737	182
Net financing costs	6,340	7,826	8,690	3,272	4,822
Impairment of available-for-sale assets	1,817	–	–	–	–
Change in value of derivative financial instruments	(1,776)	306	2,573	1,434	659
Share based payment charge/(credit)	(196)	35	1,864	(329)	766
Share of results of joint ventures	(2,886)	(2,472)	(3,854)	(1,028)	(1,219)
Fair value adjustment for disposal of interest in subsidiary	–	(4,278)	–	–	–
Foreign exchange movement	228	896	(211)	(239)	496
Other non-cash items	2	7	–	14	–

	Year ended 31 March			Six months ended 30 September	
	2011	2012	2013	2011	2012
				(unaudited)	
			(£'000)		
Cash inflow/(outflow) from operations before changes in working capital	**(9,935)**	**6,749**	**13,076**	**6,911**	**10,350**
Change in trade and other receivables	2,822	12,503	(21,470)	11,570	(7,772)
Change in land, developments and trading properties	38,867	19,691	9,520	6,312	13,700
Change in trade and other payables	5,079	(19,617)	10,637	(21,645)	5,374
Cash inflow generated from operations	**36,833**	**19,326**	**11,763**	**3,148**	**21,652**
Finance costs	(11,264)	(13,119)	(13,104)	(5,994)	(7,133)
Finance income	465	623	887	257	320
Tax received/(paid)	(68)	–	732	(128)	1,250
Total	*(10,867)*	*(12,496)*	*(11,485)*	*(5,865)*	*(5,563)*
Cash flows from operating activities	**25,966**	**6,830**	**278**	**(2,717)**	**16,089**
Cash flows from investing activities					
Purchase of investment property	(77,864)	(102,750)	(5,141)	(12,532)	(2,775)
Sale of investment property	32,810	50,434	21,910	46,152	3,572
Proceeds from sale of derivative financial instruments	568	–	–	–	–
Cost of acquiring derivative financial instruments	(744)	(1,276)	–	(932)	–
Cost of cancelling interest rate swap	(71)	(3,102)	(1)	(891)	–
Investment in joint ventures	(9,520)	–	(6,622)	–	–
Return of investment in joint ventures	1,970	2,098	751	683	367
Dividends from joint ventures	756	500	–	–	–
Sale of plant and equipment	2	7	–	–	–
Purchase of leasehold improvements, plant and equipment	(189)	(63)	(242)	(37)	(33)
Net cash generated from/(used in) investing activities	(52,282)	(54,152)	10,655	32,443	1,131
Cash flows from financing activities					
Issue of shares	27,958	–	–	–	–
Borrowings drawn down	56,536	206,637	33,682	31,430	5,971
Borrowings repaid	(61,523)	(149,501)	(37,001)	(42,073)	(15,685)
Equity dividends paid	(5,031)	(5,708)	(6,134)	(3,663)	(3,973)
Net cash generated from/(used in) financing activities	17,940	51,428	(9,453)	(14,306)	(13,687)
Net increase/(decrease) in cash and cash equivalents	(8,376)	4,106	1,480	15,420	3,533
Exchange losses on cash and cash equivalents	(97)	(22)	(28)	(21)	(51)
Cash and cash equivalents at start of period	39,800	31,327	35,411	31,327	35,411
Cash and cash equivalents at end of period	**31,327**	**35,411**	**36,863**	**46,726**	**38,893**

B.13	**A description of any recent events particular to the issuer which are to a material extent relevant to the evaluation of the issuer's solvency.**	Not applicable; there have been no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.
B.14	**If the issuer is part of a group, a description of the group and the issuer's position within the group. If the issuer is dependent upon other entities within the group, this must be clearly stated.**	The Issuer is a holding company. The Group's property investment and development operations are generally conducted through the Issuer's direct and indirect subsidiaries and the joint ventures that Group members have with other non-Group companies. This means that Helical is, in part, dependent on the performance of such members of the Group and their respective joint ventures and the subsequent receipt of funds by way of distributions from members of the Group to Helical for its principal sources of funds.
B.15	**A description of the issuer's principal activities.**	Helical is a property investment and development company. The Group's principal areas of business include high-yielding retail property investments, central London office investments, central London refurbishment and development projects, regional pre-let food store developments and retirement villages.
B.16	**To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control.**	Helical is not directly or indirectly owned or controlled.
B.17	**Credit ratings assigned to an issuer or its debt securities at the request or with the co-operation of the issuer in the rating.**	Not applicable; neither the Issuer nor any of its debt securities has been assigned any credit ratings by a credit rating agency.

<table>
<tr><th></th><th colspan="2">SECTION C – SECURITIES</th></tr>
<tr><td>C.1</td><td>A description of the type and the class of the securities being offered and/or admitted to trading, including any security identification number.</td><td>The 6.00 per cent. Bonds due 2020 will be issued in bearer form. The nominal amount of each Bond (being the amount which is used to calculate payments made on each Bond) is £100.

The International Securities Identification Number (“ISIN”) for the Bonds is XS0942129957 and the Common Code is 094212995.</td></tr>
<tr><td>C.2</td><td>Currency of the securities issue.</td><td>The currency of the Bonds will be pounds sterling.</td></tr>
<tr><td>C.5</td><td>A description of any restrictions on the free transferability of the securities.</td><td>Not applicable; there are no restrictions on the free transferability of the Bonds.</td></tr>
<tr><td>C.8</td><td>A description of the rights attached to the securities including:
• ranking
• limitations to those rights</td><td>Status of the Bonds:

The Bonds constitute unsecured debt obligations of the Issuer. The Bonds will rank pari passu (i.e. equally in right of payment), without any preference between themselves, with all other outstanding unsecured and unsubordinated debt obligations of the Issuer but, in the event of insolvency of the Issuer, only to the extent permitted by applicable laws of mandatory application relating to the rights of creditors.

Negative pledge

The Bonds contain a negative pledge provision. In general terms, a negative pledge provision prohibits an issuer from reducing the security level for unsecured bondholders by subsequently issuing secured bonds. Under the negative pledge provision set out in the Terms and Conditions of the Bonds, neither the Issuer nor any of its subsidiaries may create or have outstanding any security interest over any of their present or future undertakings, assets or revenues to secure any guarantee or indemnity in respect of bond type debt without securing the Bonds equally and rateably, subject to certain exceptions.

Financial covenants

The Issuer has provided certain “covenants”, which require it to keep to certain conditions. Under these covenants so long as any Bond remains outstanding, the Issuer has agreed to ensure that: (a) See-through Net Debt does not exceed 75 per cent. of See-through Property Portfolio; (b) for the 12 month period ending on each Interest Coverage Ratio Reporting Date, the ratio of Net See-through Operating Income to Net See-through Financing Costs will be at least 1.5; and (c) as at any date on which the Issuer prepares its audited annual consolidated financial statements or unaudited semi annual consolidated financial statements, the net assets (as shown in such consolidated financial statements) of the Group will not be less than £150,000,000.</td></tr>
</table>

		For the purposes of these covenants: (a) "See-through Net Debt" means total "Borrowings" less "Cash and cash equivalents", in each case on a consolidated basis, plus the Group's (taken as a whole) share of "Net Debt" in Joint Ventures, in each case as shown in the Group's consolidated financial statements; (b) "See-through Property Portfolio" means "Investment properties" plus "Land, development and trading properties" plus the Group's share in "Investment Properties" plus "Land development and trading properties" in Joint Ventures in each case as shown in the Group's consolidated financial statements (for the avoidance of doubt, this includes the Issuer's share of property portfolio in Joint Ventures); (c) "Interest Coverage Ratio Reporting Date" means 31 March and 30 September in each year or such other date as at which the Group prepares its audited annual consolidated financial statements or unaudited semi annual consolidated financial statements, as the case may be; (d) "Net See-through Operating Income" means "Net rental income" plus "Development property profit/(loss)" (before provisions against book values) plus "Trading property profit/(loss)" plus "Other operating income/(expense)" plus "Gain/(loss) on sale of investment properties" for the Group and for Joint Ventures in each case as shown in the Group's consolidated financial statements; and (e) "Net See-through Financing Costs" means the "Finance costs" less "Finance income" for the Group and Joint Ventures on a see-through basis in each case as shown in the Group's consolidated financial statements. ***Events of default*** An event of default is a breach by the Issuer of certain provisions in the Terms and Conditions of the Bonds. Events of default under the Bonds include non-payment of interest for 14 days, breach of other obligations under the Bonds or the Trust Deed (which breach is not remedied within 30 days), defaults under other debt agreements for borrowed money of the Issuer or any of its Subsidiaries subject to an aggregate threshold of £10,000,000, the enforcement of any security created or assumed by the Issuer or its Subsidiaries and certain events related to insolvency or winding up of the Issuer or any of its Subsidiaries. In addition, Trustee certification that certain events would be materially prejudicial to the interests of the Bondholders is required before certain events will be deemed to constitute Events of Default. ***Optional early repayment by Issuer*** The Bonds may be redeemed (i.e. repaid) early, at any time, if the Issuer chooses to do so, at 100 per cent. of their nominal amount or, if higher, an amount calculated by reference to the then current yield of the 4.75 per cent. United Kingdom Treasury Stock due 2020 plus a margin of 0.50 per cent., together with any accrued interest.

		Optional early repayment by Issuer for tax reasons In the event of certain tax changes caused by any change in, amendment to, or application or official interpretation of the laws or regulations of the United Kingdom after the Bonds have been issued the Bonds may be repaid if the Issuer chooses to do so in whole, but not in part, at any time. The redemption price in these circumstances is at the nominal amount of the Bonds plus accrued interest. ***Optional early repayment by the Bondholders*** If a Change of Control Event or a Delisting Event occurs, a Bondholder may elect for its Bonds to be repaid at their nominal amount plus accrued interest. If 80 per cent. or more of the Bonds originally issued have been repaid in this way by the Bondholders, the Issuer may, if it chooses to, repay all the remaining Bonds at their nominal amount plus accrued interest. In summary, a Change of Control Event might be expected to occur if a takeover or merger of Helical leads to the acquisition of over 50 per cent. of the voting share capital of Helical by any one entity (or a group of entities acting together). A Delisting Event would be expected to occur if Helical's ordinary share capital ceases to be admitted to the principal markets of the London Stock Exchange. ***Meetings of Bondholders*** The Terms and Conditions of the Bonds contain provisions for calling meetings of Bondholders to consider matters affecting the interests of the Bondholders. These provisions permit certain majorities to bind all Bondholders including Bondholders who did not vote on the relevant resolution and Bondholders who did not vote in the same way as the majority did on that resolution. ***Modification, waiver and substitution*** The Terms and Conditions of the Bonds provide that the Trustee may, without the consent of Bondholders, agree to: (a) any modification of any of the provisions of the Trust Deed that is, in the opinion of the Trustee in each following case, of a formal, minor or technical nature or is made to correct a manifest error (which is an indisputable error) or an error which, in the opinion of the Trustee, is proven; (b) waive, modify or authorise any proposed breach or breach by the Issuer of a provision of the Trust Deed if, in the opinion of the Trustee such modification is not prejudicial to the interests of the Bondholders; or (c) the substitution of another company as principal debtor under the Bonds in place of the Issuer, in certain circumstances and subject to the satisfaction of certain conditions.
C.9	**A description of the rights attached to the securities including:** • **the nominal interest rate**	***Interest rate*** The Bonds will accrue interest from and including the Issue Date at the fixed rate of 6.00 per cent. per annum. The interest on the Bonds is payable twice a year at the end of the interest period to which the payment relates. It is payable in equal instalments of £3.00 per £100 in nominal amount of the Bonds on 24 June and 24 December in each year commencing on 24 December 2013. The final payment of interest will be made on the Maturity Date.

	• the date from which interest becomes payable and the due dates for interest **• where the rate is not fixed, description of the underlying on which it is based** **• maturity date and arrangements for the amortisation of the loan, including the repayment procedures** **• an indication of yield** **• name of representative of debt security holders**	***Maturity Date*** Unless previously purchased and cancelled in accordance with the Terms and Conditions of the Bonds, the Bonds will mature on 24 June 2020. ***Indication of yield*** On the basis of the issue price of the Bonds of 100 per cent. of their nominal amount, the initial yield of the Bonds on the Issue Date is 6.00 per cent. on an annual basis. This initial yield is not an indication of future yield. ***Trustee*** The Trustee is U.S. Bank Trustees Limited.
C.10	**If the security has a derivative component in the interest payment, provide a clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the underlying instrument(s), especially under the circumstances when the risks are most evident.**	Not applicable; the interest rate on the Bonds is fixed and there is not a derivative component in the interest payments made in respect of the Bonds. This means that the interest payments are not linked to specific market references, such as inflation, an index or otherwise.
C.11	**An indication as to whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a regulated market or other equivalent markets with indication of the markets in question.**	It is expected that the admission of the Bonds to the Official List will be granted on or about 25 June 2013, after the publication of the Sizing Announcement subject only to the issue of the Global Bond. Application will be made to the UK Listing Authority for the Bonds to be admitted to the Official List and to the London Stock Exchange for such Bonds to be admitted to trading on the Regulated Market and through the ORB. Admission of the Bonds to trading is also expected to occur on 25 June 2013.

	SECTION D – RISKS	
D.2	**Key information on the key risks that are specific to the issuer.**	• Reduced demand for premises may result in vacancies or lower rental income than anticipated, which may reduce the Group's return on investment. If a lease is terminated, the Group may be unable to lease the property for the rent it previously received or sell the property without incurring a loss. During any other period in which a property is vacant, the Group will suffer a rental shortfall and incur additional costs, until the property is occupied. • A lack of demand from occupiers for existing space and properties could lead to a decline in the value of the Group's investment property assets, reduce the Group's rental income and/or restrict the Group's ability to maintain or increase rental rates in certain areas. Further, the Group's ability to maintain current tenants and gain new tenants may be impacted. • Current or future planning applications may not result in permissions being granted and planning permissions, if granted, may contain unduly onerous terms. Failure to obtain such permissions, changes in law or policy affecting planning, infrastructure or environmental issues may reduce the Group's ability to implement its strategy. • The acquisition of property involves a number of risks. Property development and management also involves certain risks, including construction cost inflation, delays to the completion of developments, and the risk that developments, when complete, may not be free from defects. These risks may adversely affect the Group's reputation, value of the Group's assets and/or its ability to make returns from the properties or development activities. • The Group may incur financial liabilities beyond those amounts originally anticipated. In addition, if a contractor, supplier, business or joint venture partner is unavailable, fails to deliver and/or ceases to be financially viable and/or defective materials or building methods are used, the relevant development or scheme may be delayed, the Group's reputation may be adversely affected and it may need to provide additional resources to the development. • Properties, including those in which the Group has invested, or may invest in the future, can be relatively illiquid investments. This lack of liquidity may affect the Group's ability to realise its valuation gains, vary its portfolio or dispose of or liquidate part of its property portfolio in a timely fashion and at satisfactory prices. A decline in the value of the Group's investment property assets may limit or reduce the level of return on the Group's investment in the property. • If the Group were to face a liquidity crisis in the future it could significantly increase the Group's cost of funding, or lead to difficulties for the Group in refinancing its debt. An inability to refinance existing facilities may mean that the Group will not have funds available to pay its existing debt or invest in or develop properties which could result in the Group facing insolvency or administration and/or being forced to sell some of its assets.

		• The breach of any financial covenants or warranties, or non-performance of obligations by the Issuer, certain subsidiaries of the Issuer as borrowers and/or the Issuer as guarantor under the Group's debt facilities, if not cured or waived within specified periods could result in an event of default under the relevant debt facility agreement. Upon an event of default, the relevant lenders may have the right, subject to the terms of the relevant facility agreements to, amongst other things, declare the Group's outstanding debts to be due and payable and/or cancel their respective commitments under the facilities, enforce their security and to take control of certain of the Group's assets and make a demand on any guarantees given in respect of the relevant facility. • As a holding company, Helical's principal sources of funds are dividends from subsidiaries. Members of the Group may be unable to remit funds to Helical, for example, due to restrictions in rules and regulations or restrictions in facility agreements that may limit the payment of dividends to Helical.
D.3	**Key information on the key risks that are specific to the securities.**	• The Issuer is, in part, dependent upon receipt of funds from its subsidiaries and the Principal JVs in order to fulfil its obligation to make payments under the Bonds. The Bonds are (subject to the negative pledge) unsecured obligations of the Issuer. The obligations of the Issuer under the Bonds are therefore structurally subordinated to any liabilities of the Issuer's subsidiaries and the Principal JVs. Structural subordination in this context means that, in the event of a winding up or insolvency of the Issuer's subsidiaries or Principal JVs, any creditors of that subsidiary or Principal JV would have preferential claims to the assets of that subsidiary or Principal JV ahead of any creditors of the Issuer (i.e. including Bondholders). • Defined majorities may be permitted to bind all the Bondholders with respect to modification and waivers of the terms and conditions of the Bonds. • A market for the Bonds may not develop, or may not be very liquid and such illiquidity may have a severely adverse effect on the market value of the Bonds. • The realisation from a sale of the Bonds at any time prior to their maturity may be below the investment price. • The Bonds bear interest at a fixed rate and the Issuer will pay principal and interest on the Bonds in pounds sterling, which potentially exposes you to interest rate and inflation risk and exchange rate risk, respectively.

	SECTION E – OFFER	
E.2b	**Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks**	The offer of the Bonds is being made in order to increase the number of sources from which Helical obtains its funding and to extend the debt maturity profile of the Group. The proceeds from the issue of the Bonds (after deduction of expenses incurred in connection with the issue) will initially be used to repay amounts borrowed under a revolving credit facility with The Royal Bank of Scotland plc ("**RBS**"). Helical will seek to take advantage of potential opportunities in the property investment market and anticipates that it will re-borrow amounts under this revolving credit facility to fund any such opportunities. In general, a revolving credit facility allows a borrower to borrow, repay and re-draw loans (subject to an overall limit) for periods of time during the term of the facility. If the borrower repays a loan during the term of the facility, the facility is replenished by that amount and the borrower is then able to re-borrow it during the term of the facility.
E.3	**A description of the terms and conditions of the offer.**	The Offer is expected to open on 4 June 2013 and close at 12.00 noon on 18 June 2013 or such earlier time and date as may be agreed between the Issuer and the Manager and announced via a Regulatory Information Service. You will be notified by the relevant Authorised Offeror of your allocation of Bonds and instructions for delivery of and payment for the Bonds. You may not be allocated all (or any) of the Bonds for which you apply. The Bonds will be issued at the issue price (which is 100 per cent. of the nominal amount of the Bonds) and the aggregate nominal amount of the Bonds to be issued will be specified in the Sizing Announcement published by the Issuer on a Regulatory Information Service. The issue of the Bonds is subject to certain conditions (including the issue of the Bonds and the delivery of legal opinions and comfort letters from the independent auditors of the Issuer satisfactory to the Manager). The minimum subscription amount per investor is for a nominal amount of £2,000 of the Bonds.
E.4	**A description of any interest that is material to the issue/offer including conflicting interests.**	So far as the Issuer is aware, no person involved in the offer of the Bonds has an interest material to the offer. There are no conflicts of interest which are material to the offer of the Bonds.
E.7	**Estimated expenses charged to the investor by the issuer or the offeror.**	The Issuer and the Manager will not charge you any expenses relating to an application for or purchase of any Bonds. Expenses may be charged to you by an Authorised Offeror. These expenses are beyond the control of the Issuer and are not set by the Issuer. The Issuer estimates that, in connection with the sale of Bonds to you, the expenses charged to you by one of the Authorised Offerors known to it as of the date of this Prospectus will be between 0.25 and 0.50 per cent. of the aggregate nominal amount of the Bonds sold to you.

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RISK FACTORS

The following is a description of the principal risks and uncertainties which may affect the Issuer's ability to fulfil its obligations under the Bonds.

Before applying for any Bonds, you should consider whether the Bonds are a suitable investment for you. There are risks associated with an investment in the Bonds, many of which are outside the control of Helical. These risks include those in this section.

RISK FACTORS

You should carefully consider the risks described below and all other information contained in this Prospectus and reach your own view before making an investment decision. The Issuer believes that the factors described below represent the principal risks and uncertainties which may affect its ability to fulfil its obligations under the Bonds, but the Group may face other risks that may not be considered significant risks by the Issuer based upon information available to it at the date of this Prospectus or that it may not be able to anticipate. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Bonds are also described below. If any of the following risks, as well as other risks and uncertainties that are not yet identified or that the Issuer thinks are immaterial at the date of this Prospectus, actually occur, then these could have a material adverse effect on the Issuer's ability to fulfil its obligations to pay interest, principal or other amounts in connection with the Bonds.

You should note that the risks relating to the Group, its industry and the Bonds summarised in Section 1 (*Summary*) are the risks that Helical believes to be the most essential to an assessment by a prospective investor of whether to consider an investment in the Bonds. However, as the risks which the Group faces relate to events and depend on circumstances that may or may not occur in the future, you should consider not only the information on the key risks summarised in Section 1 (*Summary*) but also, among other things, the risks and uncertainties described below.

Factors that may affect the Issuer's ability to fulfil its obligations under or in connection with the Bonds

Risks relating to the Group

Rental income received by the Group may fall

The Group's turnover and the value of the properties of the Group and its joint ventures is, to a significant degree, dependent on the rental and occupancy rates that can be achieved from the properties the Group and its joint ventures own or manage. Return from an investment in property depends, amongst other things, on the amount of rental income generated by the property and the costs and expenses incurred in the ownership or redevelopment of the property (including financing costs). A reduction in income may adversely affect the Group's profitability.

Lease payment defaults by tenants could also cause the Group and/or its joint ventures to lose rental income and to have to meet the tenant's costs relating to the property. In the event of a tenant's default, the Group or if applicable its joint venture may experience delays in enforcing its rights as landlord and may incur substantial costs including litigation, enforcement and related expenses in protecting its investment and re-letting its property. If a lease is terminated, the Group or if applicable its joint venture may be unable to lease the property for the level of rent which it previously received or unable to sell the property without incurring a loss. During any other period in which a property is vacant, the Group or if applicable its joint venture will suffer a rental shortfall and incur additional costs in maintaining, running, insuring and re-letting the property, as well as meeting any void costs including business rates, until the property is occupied. Lettings at a reduced level of rent and lower demand for property may result in reduced returns on a relevant investment, which may have an adverse effect on the Group's business, results of operations, financial condition and/or prospects.

Lack of demand for existing space and new properties

The Group seeks to maximise occupancy rates for its properties. The level of demand from occupiers for premises varies depending on a number of factors, including materials or labour, general economic conditions, interest rates and the cost of credit. Reduced occupancy rates could lead to a decline in the value of the Group's (including its share of joint ventures') investment property assets and rental income and/or restrict the ability of the Group and its joint ventures to maintain or increase rental rates in certain areas and to maintain current tenants and gain new tenants. Such a decline in net rental income could result in a consequential reduction in the value of the Group's (and its share of joint ventures') investment properties and result in additional expenses being incurred until the property is re-let. The continuing and long term lack of demand from occupiers for premises could have an adverse impact on the Group's business, results of operations, financial condition and/or prospects resulting in a lack of rental income, the Group (or its joint ventures) not being able to draw down amounts under existing banking facilities, increased costs and therefore affect the Issuer's ability to fulfil its commitments to Bondholders to make payments of interest and principal under the Bonds.

Some of the Group's and its joint ventures' properties produce income prior to development. As such, certain of these properties may have a short lease profile in order to facilitate development opportunities. Accordingly whilst, as of the date of this Prospectus, Helical believes that the Group and its joint ventures generate income from a range of tenants of their respective income-producing properties, the range of such tenants may become less diverse in the future as leases are not renewed. Further, the difficult economic conditions in the UK, Europe and globally mean that key tenants may experience financial difficulties. In the future, any overexposure to any one tenant or sector may adversely impact the Group's business, results of operations, financial condition and/or prospects if that tenant fails or experiences financial difficulties or if that sector performs badly.

Further, the sale of land to house builders and home owners has been a source of revenue for the Group and its joint ventures in recent years and the winning of residential planning consents on, for example, former employment land has been an important source of valuation uplifts for the Group. In the event that there is a decline: (a) in market values; and/or (b) in the availability, and/or an increase in the cost, of credit for residential buyers, this could have an adverse impact on the Group's business, results of operations, financial condition and/or prospects.

Failure to obtain planning permission

The Group's continued progress with its projects for future delivery is dependent on the continued success of its and its joint ventures' applications for planning permission. Current or future planning applications may not result in permissions being granted and planning permissions, if granted, may contain unduly onerous terms. Failure to obtain such permissions may reduce the speed at which the Group can implement its strategy, which may have an adverse impact on the Group's business, results of operations, financial condition and/or prospects.

Further, the Group's development operations are contingent upon an effectively functioning planning system. Changes in law or policy affecting planning, infrastructure or environmental issues could adversely affect the timing or costs associated with development opportunities. In addition, new developments can also be subject to financial and other obligations for public improvements which can be substantial. Laws and regulations relating to the protection of the environment and sustainable building can also cause delays and increased costs. There is a risk that if national or local planning policy changes become more restrictive, there may be an impact upon the development opportunities for the Group's existing and future landbank or upon the Group's and its joint ventures' ability to obtain planning permissions in the timescales required.

Property acquisition and development involves certain risks, including cost overruns, cost inflation and delays to completion

The acquisition of properties involves a number of risks inherent in assessing the values, strengths, weaknesses and profitability of properties. While it is the Group's policy to always undertake sufficient and appropriate valuations and surveys in order to assess those risks, unexpected problems and latent liabilities (such as a fault in the property that could not have been discovered by a reasonably thorough inspection before the purchase) may still emerge.

Property development also involves certain risks, including construction cost inflation, delays to the completion of developments, and the risk that developments, when complete, may not be free from defects. In order to seek to minimise the likelihood of defects, the Group's dedicated development team uses, and closely monitors, high-quality trusted contractors and professionals, with whom contractual liability is clearly defined, and whose financial viability is assessed rigorously. Notwithstanding these safeguards, the implications of development and/or property defects (particularly if combined with contractor failure – see "*– Relationships with business and joint venture partners*") and the necessity for ongoing improvement may adversely affect the Group's reputation, value of the Group's assets and/or its ability to make returns from the properties or development activities.

Construction, maintenance and other project costs may exceed the Group's original estimates for many reasons including increases in material and labour costs, potentially making the project unprofitable. Should there be a cost overrun on a project where Helical has provided a construction cost guarantee, that cost overrun could have an effect on other members of the Group, the Group's joint ventures and/or the Group as a whole which is disproportionate to its original capital commitment.

The timing of both property sales and trade receivables are key areas of sensitivity for the Group. Any delays and/or cost overruns could adversely affect the Group's reputation (which is key to attracting new business partners and employees) and/or may impact on the Group's returns from property development activities resulting in a loss of revenue or of capital invested.

Relationships with joint venture and other business partners

The Group has various arrangements in place with its joint venture partners, such as an affiliate of Aviva (White City), Baupost Group LLC (Barts Square), Crosstree Real Estate Partners LLP (Old Street) and an affiliate of Standard Life (Gliwice, Poland), and other business partners. There are circumstances where the Group's joint venture partner or other business partner may have economic interests that are inconsistent with the Group's objectives and/or the joint venture or other business partners' financial standing may be inconsistent with that of the Group. This may result in the Group having to provide additional economic resources for a joint venture development or scheme and incurring financial liabilities, for example as a result of any delay to the development or scheme, resulting in an adverse effect on the Group's business, results of operations, financial condition and/or prospects.

In addition, there is a risk that, in the longer term, the Group's strategy and plans may diverge from those of its business or joint venture partners, particular if the identity or management of a joint venture or other business partner changes. In such circumstances, it may negatively impact the ability to take strategic decisions. Accordingly, the use of such arrangements could prevent the Group from achieving its objectives and could limit its business opportunities and this, in turn, could result in an adverse effect on the Group's business, results of operations, financial condition and/or prospects.

Further, the Group and its joint ventures are dependent on contractors, suppliers, business and joint venture partners for the construction of developments and schemes. The Group has a well established network of contractors, suppliers, business and joint venture partners which it has worked with in the past. However, if this network becomes unavailable the Group may find it difficult to find suitable contractors, suppliers, business or joint venture partners either at the commencement of a construction project or following a default by an appointed contractor, affecting the timetable of the relevant development which could have an adverse effect on the Group's business, results of operations, financial condition and/or prospects.

In addition, in the event that a contractor, supplier, business or joint venture partner fails to deliver and/or uses defective materials or building methods, the relevant development or scheme may be delayed as described in "Property acquisition and development involves certain risks, including cost overruns, cost inflation and delays to completion", the Group's reputation may be adversely affected and it may need to provide additional resources to the development.

Failure, or a perceived failure, by stakeholders in the Group's business practices and ethics

Any failure or perceived failure by the Group or any of its employees, joint venture and other business partners, including contractors to act ethically (for example, by engaging in disreputable business practices) may cause reputational damage to the Group. The Group has adopted a "zero tolerance" approach to corruption and has put in place a system of ethics, policies and principles, including a code of conduct and whistle-blowing policy and an anti-bribery policy, which have the aim of ensuring that such practices are not engaged in by any of the Group's employees, or its joint venture or other business partners, including contractors. However, there can be no assurance that the Group's employees, or its joint venture or other business partners, including contractors, will comply with such policies. In the event that these policies are not complied with, it could result in an adverse effect on the Group's business, results of operations, financial condition and/or prospects.

Failure to retain and develop skilled management and personnel

The Group's future success is substantially dependent on the continued services and performance of members of its senior management team and skilled personnel and believes that its future financial success and ability to meet its financial objectives will depend, in part, on its ability to retain and continue to attract highly skilled management and personnel and maintain their skills. The Group is also dependent on the implementation of adequate succession planning procedures in respect of key roles to ensure continuity. If the Group does not succeed in retaining skilled personnel, fails to maintain the skills of its personnel or is unable to continue to attract and retain all personnel necessary for the development and operation of its business, it may not be able to grow its business as anticipated or meet its financial objectives which may have an adverse effect on the Group's business, results of operations, financial condition and/or prospects. In addition, certain management agreements entered into between the Group and its joint venture and/or business partners contain provisions relating to the retention of key persons at Helical. In the event that these key persons are not retained by Helical or their replacements are not accepted by the joint venture parties, this may result in the termination of these arrangements. The departure from the Group of any of the Executive Directors or certain senior employees could, in the short term, have an adverse effect on the Group's business, results of operations, financial condition and/or prospects. The Issuer cannot give any assurances that they, or any of the members of the senior management, will remain with the Group. Helical does not maintain insurance against the loss of any of its key personnel including its Directors, senior managers or key personnel. The loss of the services of members of its senior management team and skilled personnel could materially adversely affect the Group's business, financial condition or results of operations.

Risks relating to the market in which the Group operates

Macroeconomic risks could result in an adverse impact on the Group's financial condition

Property markets tend to be cyclical and affected by general economic conditions and/or by the political and economic climate of the locality in which the property assets are situated, as well as in the rest of the world. The Group has experienced, and may experience in the future, the negative impact of periods of economic slowdown or recession and corresponding declines in the demand for property in the markets in which it operates. Relevant economic factors which can affect rental incomes and property values resulting in an adverse effect on the Group's business, results of operations, financial condition and/or prospects include tenant and investor demand for property, changes in growth of gross domestic product, employment trends, inflation, changes in interest rates, the availability and cost of credit, declining investment yields and the liquidity of financial markets. The financial performance of the Group's business could be adversely affected by the continued worsening of general economic conditions in the United Kingdom, Europe, globally or in certain individual markets and which may limit the Group's ability to make investments, pursue developments or refinance projects.

Liability for environmental remediation as a result of property ownership

The Group may be liable for the costs of investigation, ongoing monitoring or remediation of hazardous or toxic substances located on, in or under properties owned or occupied by it, or that are migrating or have migrated from a property owned or occupied by it. These costs may be substantial and long-term regardless of whether the Group originally caused the contamination. The presence of such substances, or the failure to remediate the situation properly, may also adversely affect the value of the property or the Group's ability to sell, lease or redevelop the property or otherwise to borrow using the property as security. The Group may also be liable to damages to customers and employees in respect of any such hazardous or toxic substances. Laws and regulations may also impose liability for the release of certain materials into the air, land or water from a property, including asbestos, and such release can form the basis of liability to third parties for personal injury or other damages. Whilst the Group seeks to minimise or pass on any such environmental risks, it is not possible to eliminate such risks completely. If the Group is found to be in violation of any such environmental laws or regulations, whether or not the Group knew of the violation, it could face reputational damage, regulatory compliance penalties, reduced rental income and asset valuations. The cost of defending environmental claims, complying with environmental regulatory requirements, or remediating any contaminated property could have an adverse effect on the Group's business, results of operations, financial condition and/or prospects.

Property valuations may fall or be difficult to realise

Properties, including those in which the Group and its joint ventures have invested, or may invest in the future, can be relatively illiquid investments and are typically more difficult, and/or take longer, to realise than certain other investments such as equities, gilts or bonds. This lack of liquidity may affect the ability of the Group and its joint ventures to realise valuation gains and to dispose of or acquire properties in a timely fashion and at satisfactory prices in response to changes in economic, real estate market or other conditions. While the Group monitors and updates its strategy to reflect market conditions, the current economic conditions could materially and adversely affect the ability of the Group and its joint ventures to dispose of properties. A decline in the value of the Group's or its joint ventures' investment property assets may limit or reduce the level of return on the Group's (including its share of joint ventures') investment in the property, which in turn could have an adverse effect on the Group's business, results of operations, financial condition and/or prospects.

The valuation of property is inherently subjective due to, amongst other things, the individual nature of each property, and furthermore valuations are sensitive to change in market sentiment. As such, valuations are subject to uncertainty and cash generated on disposals may be different from the value of assets previously carried on the Group's balance sheet. There is no assurance that valuations of properties, when made, will reflect the actual sale prices even where those sales occur shortly after the valuation date. This may mean that the value ascribed by Helical and the Group to the properties held by it may not reflect the value realised on sale, and that the returns generated by the Group on disposals of properties may be less than anticipated. In addition, the value of the Group's (and its joint ventures') property portfolios may fluctuate as a result of factors such as changes in regulatory requirements and applicable laws (including taxation and planning), political conditions, the availability of credit finance and the condition of financial markets, interest and inflation fluctuations and local factors such as competition. Each of these factors may have an adverse effect on the Group's business, result of operations, financial condition and/or prospects.

Legal and regulatory changes, including taxation legislation

Government authorities are actively involved in the application and enforcement of laws and regulations relating to taxation, environmental protections, safety and other matters, (as well as those which relate to land use, zoning and planning referred to in "– *Failure to obtain planning permission*"), all of which are relevant to the Group and its joint ventures. The institution and enforcement of such laws and regulations could have the effect of increasing the expense and lowering the income or rate of return from, as well as adversely affecting the value of, the Group's (and its share of joint ventures) property portfolio. New laws may be introduced which may be retrospective. Any change to the tax status of any member of the Group or to existing laws and regulation (including changes to the taxation legislation and regulation relating to corporation tax, capital gains tax and VAT and any reliefs from taxation) could affect the value of the Group's property portfolio and/or the rental income derived from it.

Actual or threatened acts of terrorism and accidents and uninsured losses

The value of the Group's and its joint ventures' current and future properties may be adversely affected by actual or threatened acts of terrorism. A terrorist attack where the Group or its joint ventures own or occupy properties may have an adverse impact on the willingness of tenants to lease new space or renew existing leases, the ability of the Group and its joint ventures to dispose of assets and on the values achieved on any property disposals and the ability of the Group and its joint ventures to obtain insurance for their assets and properties adequately and appropriately based on the risks associated with the Group's business and on industry practice. Should an act of terrorism occur or be threatened, a resulting increase in vacancies in the market could reduce the ability of the Group and its joint ventures to let vacant space and cause property values to decrease.

Further, there is a risk of accidents involving the tenants, people visiting the premises, employees, contractors or members of the public at premises owned by the Group and its joint ventures. The Group places great importance on health and safety and it has approved policies and procedures applicable to all its properties. In addition, the Group has public liability insurance in place which the Issuer considers provides an adequate level of protection against third party claims.

However, should an act of terrorism occur or be threatened or an accident occur which attracts publicity, the resulting publicity and costs could have a material adverse effect on the Group's reputation, business, results of operations, financial condition and/or prospects. In addition these incidents could affect the ability of the Group in the future to obtain any insurance (or insurance on comparable terms) for its assets and properties, which could also result in a failure to retain or attract tenants. In the event that any of the Group's property portfolio suffers loss or damage that is not covered in whole or in part by insurance, the value of the Group's assets will be reduced by the amount of any such uninsured loss. In addition, the Group may have no source of funding to repair or reconstruct the damaged asset, and there can be no certainty that any sufficient sources of funding will be available to it (either at all or on acceptable terms) for such purposes in the future. These factors could have an adverse effect on the Group's business, results of operations, financial condition and/or prospects.

Risks relating to the Group's financing

The Group may not be able to refinance existing facilities

The ability of the Group and its joint ventures to raise funds to roll-over or refinance its existing debt facilities, which mature on dates ranging from June 2013 to November 2017, on similar terms to the Group's and its joint ventures' existing debt facilities, or at all (particularly in the current market and in light of recent economic conditions), will depend on a number of factors, including general economic, political, debt and equity capital market conditions, funding availability and, importantly, the appetite of the financial institutions to lend to the property sector. If the Group were to face a liquidity crisis in the future, whether for macroeconomic reasons or for reasons specific to the Group, it could significantly increase the Group's and its joint ventures' cost of funding or lead to difficulties for the Group and its joint ventures in refinancing debts. There is no certainty that the Group or its joint ventures would be able to retain existing debt facilities if the value of its property portfolio should fall beyond a certain level. An inability to refinance existing facilities may mean that the Group or its joint ventures will not have funds available to pay existing debts (including under the Bonds) or invest in or develop properties, which could result in the Group or its joint ventures being forced to sell assets. Sales in such circumstances may not deliver the level of proceeds that the Group may otherwise expect. In addition, if the Group or its joint ventures are unable to renegotiate or refinance existing debt facilities, there is a material risk that the Group or its joint ventures would face insolvency or be placed into administration by the lenders. This would have an adverse effect on the Group's business, results of operations, financial condition and/or prospects and the Issuer's ability to fulfil its commitments to Bondholders to make payment of interest and principal under the Bonds.

The Group may be required to repay, or may not be able to draw down amounts under, its debt facilities if there is a default and/or a request for acceleration of repayment of debt

Similar to other businesses in the property investment and development sector, the Group's business continues to employ a certain level of gearing (the level of long-term borrowings compared against its share capital and retained profits) with the aim of maximising returns. This gearing is provided through funding received from a number of third party lenders pursuant to a number of revolving credit facilities and loan facilities with third party lenders, which together total £380 million of debt facilities (of which, as of 31 March 2013, had remaining undrawn headroom of £44 million). Gearing increased marginally from 110 per cent. to 113 per cent. between 31 March 2012 and 31 March 2013. Details of the Group's key debt facilities are set out in Section 6 (*Description of Helical and the Group – Financial condition and Description of Helical and the Group – Material contracts relating to Helical and/or the Group*).

The Group's and its joint ventures' debt facilities contain numerous covenants, undertakings and warranties by the Issuer, certain subsidiaries of the Issuer and Principal JVs as borrowers and the Issuer as guarantor (together the "**Obligors**"). Such covenants include for example an Obligor's total debt cover and projected debt cover (being the ratio of annual net rental income to the relevant outstanding debt) not falling beyond a certain level, its interest cover ratio (i.e. the ratio of net rental income to interest costs) not falling below a certain percentage and its loan to value ratio not exceeding a certain percentage. These covenants are designed to prevent the Group incurring too much debt or interest costs relative to its earnings and profit as well as its ability to make timely payments to the relevant lenders.

These covenants may affect, limit or prohibit the Group's ability to create or permit to subsist any encumbrances (i.e. a burden, interest right or claim on an asset which adversely affects the use of or the ability to transfer it) in the nature of a security interest; incur additional indebtedness by way of borrowing, leasing commitments, factoring of debts or granting of guarantees; make any material changes in the nature of its business as presently conducted; sell, transfer, lease or otherwise dispose of all or a substantial part of its assets; amend, vary or waive the terms of certain acquisition documents or give any consent or exercise any discretion thereunder; acquire any businesses; or make any co-investments or investments over the longer term. If the Group were to seek to vary or waive any of these restrictions for the purposes of an investment or development and the relevant lenders did not agree to such variation or amendment, the restrictions may delay the implementation of certain of the Group's or its joint ventures' development projects and may, over the longer term, limit the Group's ability to plan for or react to market conditions, meet capital needs, or otherwise restrict the Group's activities or business plans and adversely affect the Group's ability to finance acquisitions, investments and development projects.

The breach of any covenants or warranties, or non-performance of the obligations by one or more of the Obligors under the debt facilities, if not cured or waived within specified periods could result in an event of default under the relevant debt facility agreement. Further, most of the Group's and its joint ventures' debt facilities include cross-default provisions. If an event of default (such as a breach of a financial covenant) were to subsist under one or more of those debt facilities, that event of default may, in accordance with the cross-default provisions, constitute an event of default under the Group's and its joint ventures' other debt facilities.

Upon an event of default, (whether due to cross-default or otherwise), the relevant lenders would have the right, subject to the terms of the relevant facility agreements to, amongst other things, declare the borrower's outstanding debts under the relevant facilities to be due and payable and/or cancel their respective commitments under the facilities, enforce their security (as most of the Group's and its joint ventures' bank facilities are secured by way of charges over certain assets of the Group), take control of certain assets or make a demand on any guarantees given in respect of the relevant facility.

A default and/or acceleration of repayment of debt under the debt facilities may affect the ability of the Group and its joint ventures to obtain alternative financing in the longer term, either on a timely basis or on terms favourable to the Group, and the Group's ability to pursue its strategic business plans. This could have an adverse effect on the Group's business, results of operations, financial condition and/or prospects and therefore affect the Issuer's ability to fulfil its commitments to Bondholders to make payment of interest and principal under the Bonds.

Whilst the use of borrowings is intended to enhance the returns on the Group's invested capital when the value of the Group's underlying assets is rising, it may have the opposite effect where the value of underlying assets is falling. Any fall in the value of any of the Group's or its joint ventures' properties may significantly reduce the value of the Group's equity investment in the member of the Group or joint venture which holds such property, meaning that the Group may not make a profit, may incur a loss on the sale or revaluation of any such property and/or increase the likelihood of a member of the Group or its joint ventures breaching certain financial covenants in its existing debt facilities (for example a covenant that the value of the borrower's portfolio or rental income must not fall beyond a certain level) resulting in an event of default under such agreements. This would have an adverse effect on the Group's business, results of operations, financial condition and/or prospects and the Issuer's ability to fulfil its commitments to Bondholders to make payment of interest and principal under the Bonds. The Group will continue monitoring its capital structure to ensure that it is appropriate and take its gearing level into account when making business decisions.

The Bonds do not benefit from guarantees from any subsidiaries of the Issuer and, when the Bonds are issued, will not benefit from any security over the Issuer's or any other member of the Group's assets.

Changes in interest rates and counterparty credit risk

Changes in interest rates could adversely affect the results of the Group's operations by increasing financing costs. Any increase in interest rates would increase debt service costs (on the floating element of the Group's debt) and would adversely affect the Group's cash flow. Conversely, whilst a reduction in interest rates would have a positive cash flow effect (due to a reduction in interest payable on the floating element of the Group's debt), it would reduce the Group's net asset value (to the extent the reduction in interest rates is reflected in long-term yield curves) as well as the market value of the Group's hedging contracts. Accordingly, changes in interest rates could therefore have an adverse effect on the Group's business, results of operations, financial condition and/or prospects.

In addition, there can be no guarantee that the Group or its joint ventures will be able to continue borrowing on similar terms to its current facilities. If interest rates on new facilities entered into are higher than the rates applicable to existing facilities, then the Group's profitability may be affected.

The Group is potentially exposed to counterparty credit risk (i.e. the risk that the other party participating in the financial transaction will not fulfil its contractual obligations) on cash deposits and in respect of financial derivatives used to hedge (i.e. to make an investment to reduce the risk of adverse price/rate movements) interest rates risk. There is a risk of a loss being sustained by the Group as a result of payment default by the counterparty with whom the Group has deposited cash or entered into hedging transactions. The Group only deals with counterparties which bank with high quality financial institutions and it regularly monitors financial institutions. There can be no assurance, however, that the Group will successfully manage this risk or that such payment defaults by counterparties will not materially adversely affect the Group's business, financial condition or results of operations.

The Group's hedging arrangements seek to limit its exposure to interest rate risk. However, use of interest rate hedging arrangements to manage risk associated with interest rate volatility may expose the Group to additional risks, including the risk that a counterparty to a hedging arrangement may default on payments and/or may fail to honour its obligations. This means the Group is potentially exposed to a risk of loss being sustained by the Group as a result of payment or other default by the counterparty with whom the Group has deposited cash or entered into hedging arrangements. The extent of the Group's loss could be the full amount of the deposit or the cost of replacing those hedging arrangements. Any such payment or other default may have an adverse effect on the Group's business, results of operations, financial condition and/or prospects.

Exchange rate fluctuations and devaluations could have an impact on the Group's results of operations

The Group has exposure to exchange movements on foreign currencies, due to its operations in Poland. As of 31 March 2013 and 2012, 30 per cent. and 10.5 per cent. of the capital invested in trading and development properties by the Group was invested in Poland (but none of the capital invested in investment properties). According to management data, as of 31 March 2013 and 2012, the book value of the Group's share of its properties in Poland was £65.4 million and £42.8 million, respectively.

In the year to 31 March 2012, the Group made foreign exchange losses of £1,064,000, resulting from movements in foreign exchange rates during the year affecting its assets and liabilities related to its overseas operations. However, in the year to 31 March 2013, the Group made foreign exchange profits of £17,000. Foreign exchange risk arises from future commercial transactions, recognised monetary assets and liabilities and net investments in foreign operations which are denominated in a currency other than sterling, being the Group's functional currency. If the value of the Euro against sterling falls, the value of the Group's investments in Poland when measured in sterling will decrease.

The Group's management team monitors its exposure to risks associated with foreign currency exchange and regularly reviews requirements to act to minimise these risks. While the amount of the Group's capital that is invested in its properties in overseas countries (principally, Poland) has been reduced over recent years, changes in the exchange rate between sterling and the currency of properties acquired may lead to a depreciation of the value of the Group's assets as expressed in sterling and have an adverse effect on the post-conversion income and realisation proceeds from the Group's non-sterling denominated investments, each of which may have an impact on the Group's business, results of operations, financial condition and/or prospects.

Risks relating to the Group's structure

The Group's holding company structure means that the Issuer's ability to pay interest is dependent on distributions received from the Issuer's subsidiaries

The Issuer is a holding company. The Group's property investment and development operations are generally conducted through direct and indirect subsidiaries and joint ventures. This means that Helical is, in part, dependent on the performance of such members of the Group and the joint ventures that Group members have with other non-Group companies (see Section 6 (*Description of Helical and the Group – Group organisational structure*)), and the subsequent receipt of funds by way of dividends to Helical for its principal sources of funds.

Further, the Issuer is, in part, dependent upon receipt of funds from its subsidiaries and the Principal JVs in order to fulfil its obligations under the Bonds. The ability of the Issuer's subsidiaries and the Principal JVs to make distributions to the Issuer and to transfer funds freely may, from time to time, be restricted as a result of several factors, including restrictive covenants in loan agreements, the requirements of applicable law (including that those companies incorporated in England and Wales have positive distributable reserves), fiscal or other restrictions.

Participation by the Issuer in a distribution of a subsidiary's assets will generally be subject to prior claims of creditors

The Issuer holds all of its property assets in its subsidiaries and Principal JVs. See Section 6 (*Description of Helical and the Group – Group organisational structure*) for details of the Issuer's principal subsidiaries and the Principal JVs. The Issuer's rights to participate in a distribution of its subsidiaries' and Principal JVs' assets upon their liquidation, re-organisation or insolvency is generally subject to any claims made against the subsidiaries and Principal JVs, including secured creditors (if any) such as any lending bank and trade creditors.

The obligations of the Issuer under the Bonds are therefore structurally subordinated to any liabilities of the Issuer's subsidiaries and Principal JVs. Structural subordination in this context means that, in the event of a winding up or insolvency of the Issuer's subsidiaries or Principal JVs, any creditors of that subsidiary or Principal JV would have preferential claims to the assets of that subsidiary or Principal JV ahead of any creditors of the Issuer (i.e. including Bondholders). In the event that members of the Group are unable to remit funds to Helical, the Issuer's ability to fulfil its commitments to Bondholders to make payments of interest and principal under the Bonds may be adversely affected.

Factors which are material for the purpose of assessing the market risks associated with the Bonds

Risks related to the Bonds

The Bonds are not protected by the Financial Services Compensation Scheme (FSCS)

Unlike a bank deposit, the Bonds are not protected by the FSCS. As a result, neither the FSCS nor anyone else will pay compensation to you upon the failure of the Issuer. If the Issuer goes out of business or becomes insolvent, the Bondholders may lose all or part of their investment in the Bonds.

No formal credit ratings

The Bonds will not be assigned a credit rating by any rating agency on issue and nor does the Issuer currently have any intention of applying for a credit rating from any credit rating agency. However, one or more independent credit rating agencies may assign credit ratings to some or all of the Bonds prior to their redemption. Any such ratings may not reflect the potential impact of all risks relating to the market, additional factors discussed above and other factors that may affect the value of the Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the relevant rating agency at any time.

Risk of early repayment

In the event that a change in law relating to taxation results in the Issuer becoming obliged to increase the amounts payable under the Bonds pursuant to Condition 7 (i.e. on account of tax), the Issuer may, if it chooses to, repay outstanding amounts under the Bonds early pursuant to Condition 5(b). See Appendix B (*Terms and Conditions of the Bonds – Redemption and Purchase – Redemption for taxation reasons*).

In addition, the Bonds may be repaid early, at any time, if Helical chooses to do so pursuant to Condition 5(c), at 100 per cent. of their nominal amount or, if higher, an amount calculated by reference to the then current yield of the 4.75 per cent. United Kingdom Treasury Stock due 2020 plus a margin of 0.50 per cent., together with any accrued interest.

Upon repayment of the Bonds you may not be able to reinvest the repayment proceeds at an effective interest rate as high as the interest rate on the Bonds being repaid and may only be able to do so at a significantly lower rate. You should consider investment risk in light of other investments available at that time.

Modification, waivers and substitution

The Terms and Conditions of the Bonds contain provisions for calling meetings of Bondholders to consider matters affecting their interests generally. These provisions permit majorities of certain sizes to bind all Bondholders, including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a different manner than the majority did.

The Terms and Conditions of the Bonds also provide that the Trustee may, without the consent of Bondholders, agree to: (a) any modification of any of the provisions of the Trust Deed that is in the opinion of the Trustee of a formal, minor or technical nature or is made to correct a manifest error or an error which, in the opinion of the Trustee, is proven; (b) any other modification of, and any waiver or authorisation of any breach or proposed breach of, any of the provisions of the Trust Deed if, in the opinion of the Trustee such modification is not materially prejudicial to the interests of the Bondholders; or (c) the substitution of another company as principal debtor under the Bonds in place of the Issuer, in the circumstances described in Condition 11(c) and subject to the satisfaction of certain conditions.

The EU Directive on the taxation of savings income may result in the imposition of withholding taxes in certain jurisdictions

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**") Member States of the European Economic Area are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to (or for the benefit of) an individual resident in that other Member State or to (or for the benefit of) certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries), subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the Savings Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

Holding CREST depository interests

You may hold interests in the Bonds through Euroclear UK & Ireland Limited (formerly known as CREST Co Limited) ("**CREST**") through the issuance of dematerialised depository interests, held, settled and transferred through CREST ("**CDIs**"), representing the interests in the relevant Bonds underlying the CDIs (the "**Underlying Bonds**"). Holders of CDIs (the "**CDI Holders**") will hold or have an interest in a separate legal instrument and not be the legal owners of the Underlying Bonds. The rights of CDI Holders to the Underlying Bonds are represented by the relevant entitlements against CREST Depository Limited (the "**CREST Depository**") which through CREST International Nominees Limited (the "**CREST Nominee**") holds interests in the Underlying Bonds. Accordingly, rights under the Underlying Bonds cannot be enforced by CDI Holders except indirectly through the intermediary depositaries and custodians. The enforcement of rights under the Underlying Bonds will be subject to the local law of the relevant intermediaries. This could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Underlying Bonds in the event of any insolvency or liquidation of any of the relevant intermediaries, in particular where the Underlying Bonds held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.

The rights of the CDI Holders will be governed by the arrangements between CREST, Euroclear, Clearstream, Luxembourg and the Issuer, including the global deed poll dated 25 June 2001 (as subsequently modified, supplemented and/or restated) ("**CREST Deed Poll**"). You should note that the provisions of the CREST Deed Poll, the CREST International Manual dated 14 April 2008 as amended, modified, varied or supplemented from time to time (the "**CREST Manual**") and the CREST Rules contained in the CREST Manual applicable to the CREST International Settlement Links Service (the "**CREST Rules**") contain indemnities, warranties, representations and undertakings to be given by CDI Holders and limitations on the liability of the CREST Depository. CDI Holders are bound by such provisions and may incur liabilities resulting from a breach of any such indemnities, warranties, representations and undertakings in excess of the amounts originally invested by them. As a result, the rights of and returns received by CDI Holders may differ from those of holders of Bonds which are not represented by CDIs.

In addition, CDI Holders may be required to pay fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service (the "**CREST International Settlement Links Service**"). These will include the fees and expenses charged by the CREST Depository in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the Bonds through the CREST International Settlement Links Service.

You should note that none of the Issuer, the Manager, the Trustee or the Paying Agent will have any responsibility for the performance by any intermediaries or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

You should note that the CDIs are the result of the CREST settlement mechanics and are not the subject of this Prospectus.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

There may not be a liquid secondary market for the Bonds and their market price may be volatile

The Bonds may have no established trading market when issued, and one may never develop. If a market does develop, neither the Manager nor any other person is under an obligation to maintain such a market for the life of the Bonds and the market may not be liquid. Therefore, you may not be able to sell their Bonds easily or at prices that will provide you with a yield comparable to similar investments that have a developed secondary (i.e. after the Issue Date) market. The Bonds are sensitive to interest rate, currency or market risks and are designed to meet the investment requirements of limited categories of investors. For these reasons, the Bonds generally will have a limited secondary market. This lack of liquidity may have a severely adverse effect on the market value of Bonds.

The Manager is expected to be appointed as a registered market-maker on the ORB in respect of the Bonds from the date of admission of the Bonds to trading. Market-making means that a person will quote prices for buying and selling the Bonds during trading hours. However, the Manager may not continue to act as a market-maker for the life of the Bonds. If a replacement market-maker was not appointed in such circumstances, this could have an adverse impact on your ability to sell the Bonds.

Yield

The indication of yield (i.e. the income return on the Bonds) stated within this Prospectus (see Section 3 (*Information about the Bonds – What is the yield on the Bonds?*) applies only to investments made at (as opposed to above or below) the issue price of the Bonds. If you invest in the Bonds at a price other than the issue price of the Bonds, the yield on the investment will be different from the indication of yield on the Bonds as set out in this Prospectus.

Realisation from sale of the Bonds

If you choose to sell the Bonds at any time prior to their maturity, the price received from such sale could be less than the original investment you made. Factors that will influence the price may include, but are not limited to, market appetite, inflation, the time of redemption, interest rates and the current financial position and an assessment of the future prospects of the Issuer.

Exchange rate fluctuations and exchange controls may adversely affect your return on your investments in the Bonds and/or the market value of the Bonds

The Issuer will pay principal and interest on the Bonds in Sterling. This presents certain risks relating to currency conversions if your financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Sterling. These include the risk that exchange rates may significantly change (including changes due to devaluation of Sterling or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to Sterling would decrease: (a) the Investor's Currency-equivalent yield on the Bonds; (b) the

Investor's Currency equivalent value of the principal payable on the Bonds; and (c) the Investor's Currency equivalent market value of the Bonds.

Changes in interest or inflation rates may adversely affect the value of the Bonds

The Bonds bear interest at a fixed rate rather than by reference to an underlying index. Accordingly, you should note that if interest rates rise, then the income payable on the Bonds might become less attractive and the price that you could realise on a sale of the Bonds may fall. However, the market price of the Bonds from time to time has no effect on the total income you receive on maturity of the Bonds if you hold the Bonds until the Maturity Date. Further, inflation will reduce the real value of the Bonds over time, which may affect what you could buy with your investment in the future and may make the fixed rate payable on the Bonds less attractive in the future, again affecting the price that you could realise on a sale of the Bonds.

The clearing systems

Because the Global Bond may be held by or on behalf of Euroclear and Clearstream, Luxembourg, you will have to rely on their procedures for transfer, payment and communication with the Issuer.

The Bonds will be represented by the Global Bond. Such Global Bond may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the Global Bond, you will not be entitled to receive Definitive Bonds. Euroclear and Clearstream, Luxembourg will maintain records of the interests in the Global Bond. While the Bonds are represented by the Global Bond, you will be able to trade their interests only through Euroclear or Clearstream, Luxembourg.

While the Bonds are represented by the Global Bond, the Issuer will discharge its payment obligations under such Bonds by making payments to the common depositary for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of an interest in the Global Bond must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Bonds. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, interests in the Global Bond.

Holders of interests in the Global Bond will not have a direct right to vote in respect of the Bonds. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear or Clearstream, Luxembourg.

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INFORMATION ABOUT THE BONDS

The following is an overview of the key terms of the Bonds.

The full Terms and Conditions of the Bonds are contained in Appendix B. It is important that you read the entirety of this Prospectus, including the Terms and Conditions of the Bonds, before deciding to invest in the Bonds. If you have any questions, you should seek advice from your financial adviser or other professional adviser before deciding to invest.

INFORMATION ABOUT THE BONDS

		Refer to
What are the Bonds?	The Bonds are debt instruments issued by the Issuer. The Bonds will be subject to the "Terms and Conditions of the Bonds" which are set out in Appendix B. The Bonds: (a) entitle Bondholders to receive semi-annual interest payments at a fixed interest rate of 6.00 per cent. per annum; (b) have a nominal amount of £100 per Bond; (c) must be paid back in full on 24 June 2020 (the "**Maturity Date**"); (d) in certain circumstances however, may be repaid prior to the Maturity Date if the Issuer chooses to do so; (e) are not secured by the Issuer's assets; and (f) are intended to be admitted to trading on the London Stock Exchange, through its order book for retail bonds.	Appendix B (*Terms and Conditions of the Bonds*)
Who is issuing the Bonds?	The Bonds will be issued by Helical Bar plc.	Appendix B (*Terms and Conditions of the Bonds*)
What is the relationship between the Issuer and the Group?	The Issuer is a holding company. The Group's property investment and development operations are generally conducted through direct and indirect subsidiaries and joint ventures. This means that Helical is, in part, dependent on the performance of such members of the Group and the joint ventures that Group members have with other non-Group companies (see Section 6 (*Description of Helical and the Group – Group organisational structure*)), and the subsequent receipt of funds by way of dividends to Helical for its principal sources of funds.	Section 6 (*Description of Helical and the Group – Group organisational structure*)
Why are the Bonds being issued? What will the proceeds be used for?	The offer of the Bonds is being made in order to increase the number of sources from which Helical obtains its funding and to extend the debt maturity profile of the Group. The proceeds from the issue of the Bonds (after deduction of expenses incurred in connection with the issue) will initially be used to repay amounts borrowed under a revolving credit facility with RBS (which facility is described in Section 6 (*Description of Helical and the Group – Material contracts relating to Helical and/or the Group*). Helical will seek to take advantage of potential opportunities in the property investment market and anticipates that it will re-borrow amounts under this revolving credit facility to fund any such opportunities. In general, a revolving credit facility allows a borrower to borrow, repay and re-draw loans (subject to an overall limit) for periods of time during the term of the facility. If the borrower repays a loan during the term of the facility, the facility is replenished by that amount and the borrower is then able to re-borrow it during the term of the facility.	Section 6 (*Description of Helical and the Group – Material contracts relating to Helical and/or the Group*)

Will I be able to trade the Bonds?	Helical will make an application for the Bonds to be admitted to trading on the London Stock Exchange plc, on its regulated market and through its electronic order book for retail bonds (the "**ORB**"). If this application is accepted, the Bonds are expected to commence trading on 25 June 2013. Once admitted to trading, the Bonds may be purchased or sold through a broker. The market price of the Bonds may be higher or lower than their issue price depending on, among other things, the level of supply and demand for the Bonds, movements in interest rates and the financial performance of Helical and the Group. See Section 2 (*Risk Factors – Risks related to the market generally – There may not be a liquid secondary market for the Bonds and their market price may be volatile*).	Section 10 (*Additional Information – Listing and admission to trading of the Bonds*)
How will interest payments on the Bonds be funded?	Interest payments in respect of the Bonds will effectively be paid from cash flow generated from the business of the Group which, as referred to in "What is the relationship between the Issuer and the Group" above, is generally conducted through the Issuer's direct and indirect subsidiaries and Principal JVs rather than by the Issuer itself.	Section 6 (*Description of Helical and the Group*)
What is the interest rate?	The interest rate payable on the Bonds will be fixed until the Maturity Date at 6.00 per cent. per year.	Appendix B (*Terms and Conditions of the Bonds – Interest*)
Can the interest rate change?	No, the interest rate payable on the Bonds is fixed for the life of the Bonds.	Appendix B (*Terms and Conditions of the Bonds – Interest*)
When will interest payments be made?	The first payment of interest in relation to the Bonds is due to be made on 24 December 2013. Following the first payment, interest is expected to be paid on 24 June and 24 December in each year up to and including the date the Bonds are repaid.	Appendix B (*Terms and Conditions of the Bonds – Interest*)
How is the amount of interest payable calculated?	The Issuer will pay a fixed rate of 6.00 per cent. interest per year in respect of the Bonds. Interest will be payable in two semi-annual instalments. Therefore, for each £100 nominal amount of Bonds that you buy on 24 June 2013, for instance, you will receive £3.00 on 24 December 2013 and £3.00 on 24 June 2014, and so on every six months until and including the Maturity Date (unless you sell the Bonds or they are repaid by the Issuer before the Maturity Date).	Appendix B (*Terms and Conditions of the Bonds – Interest*)
What is the yield on the Bonds?	On the basis of the issue price of the Bonds of 100 per cent. of their nominal amount, the initial yield (being the interest received from the Bonds expressed as a percentage of their nominal amount) of the Bonds on the Issue Date is 6.00 per cent. on an annual basis. This initial yield is not an indication of future yield.	N/A

What will Bondholders receive in a winding up of the Issuer?

If Helical becomes insolvent and is unable to pay its debts, an administrator or liquidator would be expected to make distributions to Helical's creditors in accordance with a statutory order of priority. Your claim as a Bondholder would be expected to rank after the claims of any holders of Helical's secured debt or other creditors that are given preferential treatment by applicable laws of mandatory application relating to creditors, but ahead of Helical's shareholders. A simplified diagram illustrating the expected ranking of the Bonds compared to Helical's other creditors is set out below:

	Type of obligation	Examples of Helical's obligations/securities
Higher ranking	Proceeds of fixed charged assets of Helical	E.g. a fixed charge over shares of certain subsidiaries of the Issuer as security for the Issuer's obligations under the revolving credit facility with HSBC
	Expenses of the liquidation/administration	Currently none
	Preferential creditors	Including remuneration due to Helical's employees
	Proceeds of floating charge assets of Helical	Currently none
	Unsecured obligations	**Helical sterling denominated 6.00 per cent. bonds due 2020** and other unsecured obligations (including guarantee obligations under various of the Group's and its joint ventures' banking facility agreements)
Lower ranking	Shareholders	Helical's ordinary shareholders

However, as well as being aware of the ranking of the Bonds compared to the other categories of creditor, and the shareholders, of the Issuer, you should note that the Issuer holds all of its property assets in its subsidiaries and the Principal JVs. (See Section 6 (*Description of Helical and the Group – Group organisational structure*) for details of the Issuer's principal subsidiaries and the Principal JVs.) You should further note that a number of the Issuer's subsidiaries and the Principal JVs are the borrowers under the majority of the banking facility arrangements described in Section 6 (*Description of Helical and the Group – Material contracts relating to Helical and/or the Group* and *– Material contracts relating to the Principal JVs*) and many of whom have granted security to the relevant lending bank. The Issuer's rights to participate in a distribution of its subsidiaries' and Principal JVs'

Section 6 (*Description of Helical and the Group – Group organisational structure*)

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<td>assets upon their liquidation, re-organisation or insolvency is generally subject to any claims made against the subsidiaries and Principal JVs, including secured creditors such as any lending bank and trade creditors. The obligations of the Issuer under the Bonds are therefore structurally subordinated to any liabilities of the Issuer's subsidiaries and Principal JVs. Structural subordination in this context means that, in the event of a winding up or insolvency of the Issuer's subsidiaries or the Principal JVs, any creditors of that subsidiary or Principal JV would have preferential claims to the assets of that subsidiary or Principal JV ahead of any creditors of the Issuer (i.e. including Bondholders).

A simplified diagram illustrating the structural subordination of the Issuer's obligations under the Bonds to any liabilities of the Issuer's subsidiaries and Principal JVs referred to above is set out below by way of example by reference to an indirect subsidiary of the Issuer, Helical (Bramshott Place) Limited ("Helical Bramshott"):

<table>
<tr><th></th><th>Type of obligation</th><th>Examples of Helical's Bramshotts obligations/securities</th></tr>
<tr><td>Higher ranking</td><td>Proceeds of fixed charged assets of Helical Bramshott</td><td>E.g. a fixed charge over shares of certain certain property of Helical Bramshott as security for Helical Bramshott's obligations under the revolving credit facility with RBS</td></tr>
<tr><td></td><td>Expenses of the liquidation/administration</td><td>Currently none</td></tr>
<tr><td></td><td>Preferential creditors</td><td>Including remuneration due to Helical Bramshott's employees</td></tr>
<tr><td></td><td>Proceeds of floating charge assets of Helical Bramshott</td><td>E.g. a floating charge over assets of Helical Bramshott as security for Helical Bramshott's obligations under the revolving credit facility with RBS</td></tr>
<tr><td></td><td>Unsecured obligations</td><td>E.g. trade creditors</td></tr>
<tr><td>Lower ranking</td><td>Shareholders</td><td>Helical Bramshott's sole shareholder, Helical Bar Developments Ltd, which is a direct subsidiary of Helical Bar plc</td></tr>
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<td>Are the Bonds secured?</td>
<td>No, as of the Issue Date Helical's obligations to pay interest and principal on the Bonds will not be secured either by any of Helical's or any other member of the Group's assets or otherwise.</td>
<td>N/A</td>
</tr>
</table>

Do the Bonds have a credit rating?	No, the Bonds will not when issued be rated by any credit rating agency. The Issuer currently does not have any intention of applying for a credit rating from any credit rating agency.	N/A
When will the Bonds be repaid?	The Issuer must repay all the Bonds on the Maturity Date (unless repaid earlier), which is 24 June 2020. The repayment price under such circumstances will be the nominal amount of the Bonds. The Issuer may repay all or any part of the Bonds prior to the Maturity Date in certain circumstances. In the event that a change in law results in the Issuer becoming obliged to increase the amounts payable under the Bonds, the Issuer may, if it chooses to, repay the Bonds early. If the Issuer repays the Bonds under such circumstances, the repayment price will be the nominal amount of the Bonds plus any accrued interest. If the Issuer exercises its right to repay the Bonds early, you will receive cash compensation for the loss of income you would have received had you invested in a high quality alternative, represented by bonds issued by HM Treasury (commonly referred to as "gilts") with a comparable fixed rate of interest as the Bonds. Such payments will be made to you equal to the higher of the nominal amount of the Bonds (£100 per Bond) you hold, or a price whereby the yield given up will equal that of a gilt of comparable maturity plus a margin of 0.5 per cent., together with any accrued interest. For example, as the Bonds have a fixed interest rate of 6.00 per cent. and mature on 24 June 2020, if the Bonds were repaid on 24 June 2014 the cash payment would amount to £123.34 for every Bond issued at a nominal amount of £100. The Bonds may be repaid if the Bondholders so elect at their nominal amount plus accrued interest if a Change of Control Event or a Delisting Event occurs. If 80 per cent. or more of the Bonds originally issued have been repaid in this way by the Bondholders, the Issuer may, if it chooses to, repay all the remaining Bonds at their nominal amount plus accrued interest. In summary, a Change of Control Event might be expected to occur if a takeover or merger of Helical leads to the acquisition of over 50 per cent. of the voting share capital of Helical by any one entity (or a group of entities acting together). A Delisting Event would be expected to occur if Helical's ordinary share capital ceases to be admitted to the principal markets of the London Stock Exchange.	Appendix B (*Terms and Conditions of the Bonds – Redemption and Purchase*)
Do the Bonds have voting rights?	Bondholders have certain rights to vote at meetings of Bondholders, but are not entitled to vote at any meeting of shareholders of the Issuer or any member of the Group.	Appendix B (*Terms and Conditions of the Bonds – Meetings of Bondholders, Modification, Waiver and Substitution*)

Who will represent the interests of the Bondholders?	The Trustee is appointed to act on behalf of the Bondholders as an intermediary between Bondholders and Helical throughout the life of the Bonds. The main obligations of Helical (such as the obligation to pay and observe the various covenants in the Terms and Conditions of the Bonds) are owed to the Trustee. These obligations are enforceable by the Trustee only, not the Bondholders themselves. Although the entity chosen to act as Trustee is chosen and appointed by the Issuer, the Trustee's role is to protect the interests of the Bondholders.	Appendix B (*Terms and Conditions of the Bonds*)
Can the Terms and Conditions of the Bonds be amended?	The Terms and Conditions of the Bonds provide that the Trustee may agree to: (a) any modification of any of the provisions of the Trust Deed that is, in the opinion of the Trustee, of a formal, minor or technical nature or is made to correct a manifest error (which is an indisputable error) or an error which, in the opinion of the Trustee, is proven; (b) waive, modify or authorise a proposed breach by the Issuer of a provision of the Trust Deed if, in the opinion of the Trustee, such modification is not prejudicial to the interests of the Bondholders; or (c) the substitution of another company as principal debtor under the Bonds in place of the Issuer, in certain circumstances and subject to the satisfaction of certain conditions. The Trustee can agree to any such changes without obtaining the consent of any of the Bondholders. Bondholders may also sanction a modification of the Terms and Conditions of the Bonds by passing an Extraordinary Resolution.	Appendix B (*Terms and Conditions of the Bonds – Meetings of Bondholders, Modification, Waiver and Substitution*)
How do I apply for Bonds?	Details on how to apply for the Bonds are set out in Section 4 (*How to Apply for the Bonds*).	Section 4 (*How to Apply for the Bonds*)
What if I have further queries?	If you are unclear in relation to any matter, or uncertain if the Bonds are a suitable investment, you should seek professional advice from your broker, solicitor, accountant or other independent financial adviser before deciding whether to invest.	N/A

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HOW TO APPLY FOR THE BONDS

The following is a description of what you must do if you wish to apply for any Bonds.

HOW TO APPLY FOR THE BONDS

How and on what terms will Bonds be allocated to me?	Applications to purchase Bonds cannot be made directly to the Issuer. Bonds will be issued to you in accordance with the arrangements in place between you and your stockbroker or other financial intermediary, including as to application process, allocations, payment and delivery arrangements. You should approach your stockbroker or other financial intermediary to discuss any application arrangements that may be available to you. It is important to note that none of the Issuer, the Manager or the Trustee are party to such arrangements between you and the relevant Authorised Offeror. You must therefore obtain this information from the relevant Authorised Offeror. Because they are not party to the dealings you may have with the Authorised Offeror, the Issuer, the Manager and the Trustee will have no responsibility to you for any information provided to you by the Authorised Offeror.
How many Bonds will be issued to investors?	The total amount of the Bonds to be issued will depend partly on the amount of Bonds for which indicative offers to purchase Bonds are received during the Offer Period. This total amount will be specified in an announcement which the Issuer intends to publish through a Regulatory Information Service (which is expected to be the Regulatory News Service operated by the London Stock Exchange plc (the "**London Stock Exchange**") (*www.londonstockexchange.com/exchange/news/market-news/market-news-home.html*)) on or about 19 June 2013 (the "**Sizing Announcement**").
How and when must I pay for my allocation and when will that allocation be delivered to me?	You will be notified by the relevant Authorised Offeror of your allocation of Bonds (if any) and the arrangements for the Bonds to be delivered to you in return for payment.
When can the Authorised Offerors offer the Bonds for sale?	An offer of the Bonds may be made by the Manager and the other Authorised Offerors in the United Kingdom, Guernsey, Jersey and/or the Isle of Man during the period from 4 June 2013 until 12.00 noon on 18 June 2013, or such earlier time and date as agreed between the Issuer and the Manager and announced via a Regulatory Information Service (which is expected to be the Regulatory News Service operated by the London Stock Exchange) (the "**Offer Period**").
Is the offer of the Bonds conditional on anything else?	The issue of the Bonds is conditional upon the Subscription Agreement being signed by the Issuer and the Manager. The Subscription Agreement will include certain conditions which must be satisfied (including the delivery of legal opinions and auditors comfort letters satisfactory to the Manager and the execution of the Trust Deed). If these conditions are not satisfied, the Manager may be released from its obligations under the Subscription Agreement before the issue of the Bonds. For further information on the Subscription Agreement, see Section 8 (*Subscription and Sale*).
Is it possible that I may not be issued with the number of Bonds I apply for? Will I be refunded for any excess amounts paid?	You may not be allocated all (or any) of the Bonds for which you apply. This might happen for example if the total amount of orders for the Bonds exceeds the number of Bonds that are issued. There will be no refund as you will not be required to pay for any Bonds until any application for Bonds has been accepted and the Bonds have been allocated to you.

Is there a minimum or maximum amount of Bonds that I can apply for?	The minimum application amount for each investor is £2,000. There is no maximum amount of application.
How and when will the results of the offer of the Bonds be made public?	The results of the offer of the Bonds will be made public in the Sizing Announcement, which will be published prior to the Issue Date. The Sizing Announcement is currently expected to be made on or around 19 June 2013.
Who can apply for the Bonds? Have any Bonds been reserved for certain countries?	Subject to certain exceptions, Bonds may only be offered by the Authorised Offerors in the United Kingdom, Guernsey, Jersey and/or the Isle of Man during the Offer Period. No Bonds have been reserved for certain countries.
When and how will I be told of how many Bonds have been allotted to me?	You will be notified by the relevant Authorised Offeror of your allocation of Bonds (if any) in accordance with the arrangements in place between you and the Authorised Offeror.
Have any steps been taken to allow dealings in the Bonds before investors are told how many Bonds have been allotted to them?	No steps have been taken to allow the Bonds to be traded before informing you of your allocation of Bonds.
What is the amount of any expenses and taxes specifically that will be charged to me?	The Issuer and the Manager will not charge you any expenses. An Authorised Offeror may charge you expenses. However, these are beyond the control of the Issuer and are not set by the Issuer. The Issuer estimates that, in connection with the sale of Bonds to you, the expenses charged by an Authorised Offeror known to it as of the date of this Prospectus will be between 0.25 and 0.50 per cent. of the aggregate nominal amount of the Bonds sold to you.
What are the names and addresses of those distributing the Bonds?	As of the date of this Prospectus, the persons listed below are initial Authorised Offerors who have each been appointed by the Issuer and the Manager to offer and distribute the Bonds in the United Kingdom, Guernsey, Jersey and/or the Isle of Man during the Offer Period. Barclays Stockbrokers Limited 1 Churchill Place London E14 5HP Killik & Co. LLP 46 Grosvenor Street London W1K 3HN NCL Investments Limited 25 Moorgate London EC2R 6AY Numis Securities Limited The London Stock Exchange Building 10 Paternoster Square London EC4M 7LT Redmayne Bentley LLP 9 Bond Court Leeds LS1 2JZ Talos Securities Limited (T/A Selftrade) Boatman's House 2 Selsdon Way London E14 9LA

	WH Ireland Limited 24 Martin Lane London EC4R 0DR The Issuer has also granted consent to the use of this Prospectus by other relevant stockbrokers and financial intermediaries during the Offer Period on the basis of and so long as they comply with the conditions described in Section 11 (*Important Legal Information – Consent*). Neither the Issuer nor the Manager has authorised, nor will they authorise, the making of any other offer of the Bonds in any other circumstances.
Will a registered market-maker be appointed?	The Manager will be appointed as a registered market-maker through ORB in respect of the Bonds from the date on which the Bonds are admitted to trading on the London Stock Exchange. Market-making means that a person will quote prices for buying and selling the Bonds during trading hours.

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TAXATION

If you are considering applying for Bonds, it is important that you understand the taxation consequences of investing in the Bonds. You should read this section and discuss the taxation consequences with your tax adviser, financial adviser or other professional adviser before deciding whether to invest.

TAXATION

United Kingdom

The summary set out below describes certain taxation matters of the United Kingdom based on the Issuer's understanding of current law and practice in the United Kingdom as of the date of this Prospectus, both of which are subject to change, possibly with retrospective effect. The summary is intended as a general guide only and is not intended to be, nor should it be construed to be, legal or tax advice. The summary assumes that the Finance Bill, as printed on 28 March 2013, will be enacted without amendment.

The summary set out below applies only to persons who are the absolute beneficial owners of Bonds who hold their Bonds as investments and (save where it is explicitly stated otherwise) who are resident and (in the case of individuals) domiciled for tax purposes in the United Kingdom. In particular, Bondholders holding their Bonds via a depositary receipt system or clearance service should note that they may not always be the beneficial owners thereof. Some aspects do not apply to certain classes of person (such as dealers, certain professional investors and persons connected with the Issuer) to whom special rules may apply. The United Kingdom tax treatment of prospective Bondholders depends on their individual circumstances and may therefore differ to that set out below or may be subject to change in the future.

If you may be subject to tax in a jurisdiction other than the United Kingdom or are unsure as to your tax position, you should seek your own professional advice. This summary only deals with the matters expressly set out below.

Interest on the Bonds

Withholding tax on the Bonds

Payments of interest on the Bonds may be made without deduction of or withholding on account of United Kingdom income tax provided that the Bonds continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 (the "**ITA**"). The London Stock Exchange is a recognised stock exchange for these purposes. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of FSMA) and admitted to trading on the London Stock Exchange. Provided, therefore, that the Bonds remain so listed, interest on the Bonds will be payable without withholding or deduction on account of United Kingdom tax.

Where the Bonds cease to be listed, interest on the Bonds may be paid without withholding or deduction on account of United Kingdom tax where (a) interest on the Bonds is paid by a company and, at the time the payment is made, the Issuer reasonably believes that the person beneficially entitled to the interest is: (i) a company resident in the United Kingdom; or (ii) a company not resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account the interest in computing its United Kingdom taxable profits; or (iii) a partnership each member of which is a company referred to in (i) or (ii) above or a combination of companies referred to in (i) or (ii) above, provided that HM Revenue & Customs ("**HMRC**") has not given a direction (in circumstances where it has reasonable grounds to believe that it is likely that one of the above exemptions is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax, or (b) the Issuer has received a direction permitting payment without withholding or deduction from HMRC in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty.

In other cases, an amount must generally be withheld from payments of interest on the Bonds on account of United Kingdom income tax at the basic rate (currently 20 per cent.). If interest were paid under deduction of United Kingdom income tax, Bondholders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in an applicable tax treaty.

Provision of information and Savings Directive

Bondholders may wish to note that, in certain circumstances, HMRC has power to obtain information (including details of the beneficial owners of the Bonds (or the persons for whom the Bonds are held) or the persons to whom payments derived from the Bonds are or may be paid and information and documents in connection with transactions relating to the Bonds) from, amongst others, the holders of the Bonds, persons by (or via) whom payments derived from the Bonds are made or who receive (or would be entitled to receive) such payments, persons who effect or are a party to transactions relating to the Bonds on behalf of others and certain registrars or administrators. Information so obtained may, in certain circumstances, be exchanged by HMRC with the tax authorities of the jurisdiction in which the Bondholder is resident for tax purposes.

Under the Savings Directive, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to (or for the benefit of) an individual resident in that other Member State or to (or for the benefit of) certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries), subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the Savings Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

Further United Kingdom income tax issues

Interest on the Bonds constitutes United Kingdom source income for tax purposes and, as such, may be subject to income tax by direct assessment even where paid without withholding, irrespective of the residence of the Bondholder.

However, interest with a United Kingdom source properly received without deduction or withholding on account of United Kingdom tax will not be chargeable to United Kingdom tax in the hands of a Bondholder (other than certain trustees) who is not resident for tax purposes in the United Kingdom unless that Bondholder carries on a trade, profession or vocation in the United Kingdom through a United Kingdom branch or agency in connection with which the interest is received or to which the Bonds are attributable (and where that Bondholder is a company, unless that Bondholder carries on a trade in the United Kingdom through a permanent establishment in connection with which the interest is received or to which the Bonds are attributable). There are exemptions for interest received by certain categories of agent (such as some brokers and investment managers). The provisions of an applicable double taxation treaty may also be relevant for such Bondholders.

Bondholders should note that the Issuer will not be required to pay any additional amounts (as referred to in Appendix B (*Terms and Conditions of the Bonds – Taxation*) in respect of Taxes that HMRC may seek to directly assess on any person as a result of their entitlement to receive interest on the Bonds.

United Kingdom corporation tax payers

In general, Bondholders which are within the charge to United Kingdom corporation tax (including non-resident Bondholders whose Bonds are used, held or acquired for the purposes of trade carried on in the United Kingdom through a permanent establishment) will be charged to tax as income on all returns, profits or gains on, and fluctuations in value of, the Bonds (whether attributable to currency fluctuations or otherwise) broadly in accordance with their statutory accounting treatment.

Other United Kingdom tax payers

Interest

Bondholders who are either individuals or trustees and are resident for tax purposes in the United Kingdom or who carry on a trade, profession or vocation in the United Kingdom through a branch or agency to which the Bonds are attributable will generally be liable to United Kingdom tax on the amount of any interest received in respect of the Bonds.

Transfer (including redemption)

For Bondholders who are individuals, the Bonds will constitute "qualifying corporate bonds" within the meaning of section 117 of the Taxation of Chargeable Gains Act 1992. Accordingly, a disposal by such a Bondholder of a Bond will not give rise to a chargeable gain or an allowable loss for the purposes of United Kingdom taxation of chargeable gains.

Accrued income scheme

On a disposal of Bonds by a Bondholder who is an individual, any interest which has accrued since the last interest payment date may be chargeable to tax as income under the rules of the accrued income scheme as set out in Part 12 of the ITA, if that Bondholder is resident in the United Kingdom or carries on a trade in the United Kingdom through a branch or agency to which the Bonds are attributable.

Individual Savings Accounts

For Bondholders who are individuals, the Bonds will be qualifying investments for the stocks and shares component of an account (an "**ISA**") under the Individual Savings Account Regulations 1998 (the "**ISA Regulations**") provided that at the date the Bonds are first held under the account, the Bonds are not required to be re-purchased or redeemed nor allow Bondholders to require the Bonds to be repurchased or redeemed except in circumstances which are neither certain nor likely to occur, in each case within the period of five years from that date. Individual Bondholders who acquire or hold their Bonds through an ISA and who satisfy the requirements for tax exemption in the ISA Regulations will not be subject to United Kingdom tax on interest or other amounts received in respect of the Bonds.

The opportunity to invest in Bonds through an ISA is restricted to individuals. Individuals wishing to purchase the Bonds through an ISA should contact their professional advisers regarding their eligibility.

Stamp duty and Stamp Duty Reserve Tax

No United Kingdom stamp duty or stamp duty reserve tax is payable on the issue or transfer by delivery of the Bonds or on their redemption.

Inheritance tax

Provided that the relevant Bonds are physically held outside the United Kingdom at the time of death or when a gift is made, no inheritance tax is charged on such death or gift if the Bondholder is neither domiciled, nor deemed to be domiciled, in the United Kingdom. Where the Bonds are held in a clearing system, HMRC is known to consider that the situs of the relevant assets is not necessarily determined by the place where the Bonds are physically held.

Prospective Bondholders to whom this may be of significance are asked to consult their own professional advisers.

Foreign Account Tax Compliance Act

Sections 1471 to 1474 (inclusive) of the U.S. Internal Revenue Code and associated regulations ("**FATCA**") impose a new reporting regime and, potentially, a 30 per cent. withholding tax ("**FATCA Withholding**") with respect to: (a) certain payments from sources within the United States or from the disposition of property of a type that can produce U.S. source interest or dividends ("**Withholdable Payments**") made to certain non-U.S. financial institutions ("**foreign financial institutions**", or "**FFIs**", as defined by FATCA) that are not in compliance with this new reporting regime or "Recalcitrant Holders" (as defined by FATCA) and (b) "foreign passthru payments" (a term not yet defined, but which, based on previous U.S. Treasury guidance, may refer to payments deemed to be attributable to Withholdable Payments) made by a "Participating FFI" (as defined by FATCA) to an FFI that is not in compliance with this new reporting regime or a Recalcitrant Holder.

The new withholding regime will be introduced in phases from 1 January 2014 (for payments from sources within the United States) and from 1 January 2017 (for the payment of gross proceeds from a disposition of property of a type that can produce U.S. source interest or dividends). Additionally, the new withholding regime is expected to apply to "foreign passthru payments" no earlier than 1 January 2017.

FATCA Withholding could potentially apply to payments in respect of (a) any Bonds characterised as debt (or that are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that (having been issued during the Offer Period) are materially modified on or after the "grandfathering date", which is the later of (i) 1 January 2014 and (ii) the date that is six months after the date on which final U.S. Treasury regulations defining the term "foreign passthru payment" are filed with the Federal Register, and (b) any Bonds characterised as equity for U.S. federal tax purposes, whenever issued. The Issuer expects the Bonds to be characterised as debt for U.S. federal tax purposes.

The Issuer does not expect to be treated as an FFI for the purposes of FATCA (and therefore the Issuer should not be required to apply FATCA Withholding in respect of payments on the Bonds). However, if after the "grandfathering date" referred to above, there is a material modification of the Bonds (or the Bonds are characterised as equity for U.S. federal tax purposes) and (a) the Issuer is treated as an FFI for the purposes of FATCA and is a "Participating FFI" (as defined by FATCA), but is not a "financial institution" for the purposes of the intergovernmental agreement between the United Kingdom and the United States with respect to FATCA dated 12 September 2012, or (b) payments on the Bonds are made through a "Participating FFI" (for example, a paying agent that is a "Participating FFI"), FATCA Withholding may apply in respect of any "Withholdable Payments" or "foreign passthru payments" in respect of the Bonds if (i) any FFI to which payment on such Bonds is made is not a "Participating FFI", a "Reporting Financial Institution", or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is treated as a "Recalcitrant Holder".

If an amount in respect of FATCA Withholding were to be deducted or withheld from interest, principal or other payments made in respect of the Bonds, none of the Issuer, the Paying Agent, the Trustee, or any other person would, pursuant to the Terms and Conditions of the Bonds or otherwise, be required to pay additional amounts as a result of the deduction or withholding.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations and official guidance, which are subject to change or may be implemented in a materially different form. You should consult your own tax adviser on how these rules may apply to the Issuer and to payments you may receive in connection with the Bonds.

6

DESCRIPTION OF HELICAL AND THE GROUP

This section sets out information about Helical and its group of companies.

DESCRIPTION OF HELICAL AND THE GROUP

Overview

Helical is a property investment and development company. Helical's ordinary shares are admitted to trading on the main market of the London Stock Exchange and, as of 3 June 2013, it had a market capitalisation of approximately £308 million.

The Group operates across many sectors of the property industry and aims to deliver market-leading returns by acquiring high yielding investment properties, applying a rigorous approach to asset management and, through a variety of different structures which are explained below, deploying limited equity into development situations which have the potential to be highly profitable.

The Group's property portfolio had a book value of £576 million and a fair value of £626 million as of 31 March 2013. The Group aims to have investment properties comprising 75 per cent. of its portfolio. As of 31 March 2013, investment properties comprised 71 per cent. of the Group's portfolio, with development properties accounting for the remaining 29 per cent. The Group achieved net rental income of £24.5 million in the year ended 31 March 2013.

The Group's principal areas of business include high-yielding retail property investments, central London office investments, central London refurbishment and development projects, regional pre-let food store developments and retirement villages.

The Issuer is a holding company. The Group's property investment and development operations are generally conducted through direct and indirect subsidiaries and joint ventures. This means that Helical is, in part, dependent on the performance of such members of the Group and the joint ventures that Group members have with other non-Group companies (see – *Group organisational structure* below), and the subsequent receipt of funds by way of dividends to Helical for its principal sources of funds.

Helical's registered office and principal place of business is 11-15 Farm Street, London W1J 5RS and its telephone number is +44 (0)20 7629 0113.

History

The Helical Bar and Engineering Company Limited was incorporated in England and Wales on 3 July 1919 with registered number 156663 to make and sell reinforcing steel for the construction industry. On 25 October 1965, the company's name was changed to Helical Bar Limited and on 28 September 1982 it was re-registered as a public limited company with the name Helical Bar plc.

Helical's shares were admitted to trading on the London Stock Exchange in 1957.

Helical's steel business was sold at the end of 1986, after which Helical carried on its business as a property investment and development company. Helical has since continued to focus on property investment and development activities, with the majority of such activities being based in the United Kingdom.

Helical is an established business with a successful track record over a period of more than 25 years. According to the Investment Property Databank, Helical is placed in the top one per cent. of 31 March-valued funds over the 10 years and 20 years to 31 March 2013.

Helical has an experienced management team, with the average length of employment with the Group of the executive members of the Board of Directors (the "**Board**") being 17 years.

Strategy

The Group's strategy is to combine investment and development activity to ensure maximum returns through well selected and carefully managed schemes as described below.

Investment strategy

The Group's investment portfolio has two main purposes:

- to provide a steady income stream to cover operational and finance costs and dividends; and
- to produce above average capital growth over the economic cycle to contribute to growth in the Group's net asset value.

The Group seeks to achieve these aims through careful, disciplined selection of properties, generally comprising multi-let offices in London, shopping centres, industrial estates and mixed portfolios. The key aim of the Group, when undertaking this selection process, is to seek to ensure that there is sustainable demand from potential occupiers for all of the Group's assets.

The Group frequently refurbishes and/or extends its and its joint ventures' properties. The Group also works closely with tenants with the aim of maintaining maximum occupancy in the Group's and its joint ventures' properties. The Group's relationships with these tenants can lead to opportunities to increase value through re-gearing leases or moving tenants within a building as their respective businesses expand or contract.

Additionally, the Group may purchase entirely vacant buildings (such as the Morgan Quarter, Cardiff or Shepherds Building, London W14) with a view to carrying out a major refurbishment, where it is confident that the occupational market is strong enough to allow the majority of the building to be let quickly.

Refurbishment and development strategy

The Group employs a wide variety of approaches to its development activities. The Group aims to limit the amount of equity that it deploys into development situations through a variety of different structures. There are a number of alternative ways of participating in development schemes without major equity contributions, as set out below:

<u>Participation in profit share situations where little or no equity investment is required,</u> where the Group will seek to minimise its ongoing fee to maximise its profit share so that its interests are completely aligned with its partners. In this way, for minimal or no equity commitments, the Group can benefit from a significant profit share if it contributes to a project's success by using its skills and experience in, for instance, obtaining a successful planning permission. This participation method was used in connection with the Group's participation in the Fulham Wharf and 200 Aldersgate developments.

<u>Reduce up-front equity required by entering into conditional contracts or options.</u> The Group has used this approach in the context of its Mitre Square development (where the Group has entered into conditional contracts) and its foodstore led supermarket development programme (where land is optioned or put under contract conditional on achieving planning permission and pre-let to a supermarket operator) thereby mitigating the risks of the developments.

<u>Co-investment alongside a larger partner where Helical has a minority equity stake,</u> where the Group will typically receive a "waterfall" payment, the amount of which will depend on whether certain conditions are met. Such waterfall payments tend to be structured in a manner where the amount the Group receives is dependent on the success of the relevant project with the Group receiving a profit share that is greater than its share of its proportion of the overall equity employed if the project achieves certain targets. This participation method was used in the Group's participation in Barts Square, Old Street and White City.

<u>Traditional forward funding,</u> where the risk of an overrun of costs is one to be borne by the developer for a commensurate profit participation. In such a case, the Group has no equity in the property but underwrites a maximum build cost and bears the risk of costs being in excess of an agreed maximum construction price.

Medium-term strategy

Helical intends to achieve its medium-term aims by continuing to implement the following key strategies:

- maintaining and expanding the Group's investment portfolio by providing a blend of high yielding retail and office property which offers opportunity to increase income and enhance capital values through proactive asset management and skilful stock selection;
- seeking to ensure that the majority of the Group's gross assets in its investment portfolio create positive net cash flow for the Group's business;
- carrying out developments (whether new build or refurbishment), which enable the creation of value through land assembly, planning and implementation in the office, residential, mixed use and retail sectors to maximise returns whilst minimising the use of Helical's equity in such developments; and
- undertaking food store led / pre-let regional retail developments.

Strengths

The Group's business is well established and has continued successfully throughout a number of market cycles. The Group has proved itself to be resilient to challenging economic times which Helical believes is as a result of its diverse investment portfolio, its development model and its experienced management team. Helical believes that the Group has a stable business with a solid balance sheet. As of 31 March 2013, the Group's property portfolio, including its share of joint venture properties, had a book value of £576 million. This comprised an investment portfolio valued at £407 million and a development portfolio with a book value of £169 million. The fair value of the Group's property portfolio, including the surplus of fair value of the trading and development stock above book values of £50 million, was £626 million. The Group's consolidated balance sheet data as of each of the indicated dates are summarised below:

	As of 31 March				
	2009	2010	2011	2012	2013
			(£ million)		
Net assets	237.1	242.6	255.4	253.7	253.8

The Group's see through net debt and loan to value ("**LTV**") as of each of the indicated dates were as follows:

	As of 31 March				
	2009	2010	2011	2012	2013
		(£ million, except for percentages)			
See-through property assets at fair value(1)	510.9	495.1	532.2	572.7	626.4
See-through net debt(2)	(228.2)	(228.7)	(242.1)	(280.0)	(286.3)
See-through LTV(3)	45%	46%	45%	49%	46%
See-through net gearing(4)	96%	94%	95%	110%	113%

(1) "See-through property assets at fair value" is the sum of the book value of the property assets of the Group (including its share of joint ventures and associates) plus the surplus of fair value of the trading and development stock above book values.

(2) "See-through net debt" is the sum of the net debt of the Group (including its share of joint ventures and associates).

(3) "See-through LTV" (loan to value) is the percentage of the Group's net debt (including its share of joint ventures and associates) as a proportion of its see-through property assets at fair value property portfolio.

(4) "See-through net gearing" is the percentage of the Group's net debt (including its share of joint ventures and associates) as a proportion of net assets.

Financial condition

The Group has a sound financial base having increased its income stream by replacing low growth assets with higher yielding retail and office properties, refinanced maturing debt with longer term bank facilities and reduced its exposure to any future interest rate rises by entering into new hedging instruments, taking advantage of current low interest rates. In addition, and with the backing of the major property lending banks, the Group has access to a number of bank facilities which, when added to its cash balances, provides a level of liquidity and resources to enable it to deal with the current economic uncertainties and to continue to rebalance its portfolio.

As of 31 March 2013, the Group's see-through net debt amounted to £286 million of which the Group's investment facilities make up £202 million with an average facility maturity of 3.6 years, and the Group's development and site holding facilities constituted £51 million with an average facility maturity of 1.9 years. Short term working capital facilities totalled £9 million as of 31 March 2013. The Group's share of borrowings in joint ventures was £73 million with an average loan maturity of 2.4 years. Cash and cash equivalents totalled £47 million as of 31 March 2013.

As of 31 March 2013, the Group had £135.6 million (2012: £120.3 million) of fixed rate debt with an average effective interest rate of 4.34 per cent. (2012: 4.80 per cent.) and £124.1 million (2012: £142.9 million) of floating rate debt with an average effective interest rate of 3.31 per cent. (2012: 3.47 per cent.). In addition, the Group had £82 million of interest rate caps at an average of 4.00 per cent. (2012: £125 million at 4.70 per cent.). In terms of its joint ventures, the Group's share of fixed rate debt was £27.5 million (2012: £18.0 million) with an average effective interest rate of 5.12 per cent. (2012: 5.20 per cent.), and £45.8 million (2012: £37.8 million) of floating rate debt with an effective rate of 3.76 per cent. (2012: 3.54 per cent.). In addition, the joint ventures benefited from £51.5 million (2012: £49.0 million) of interest rate caps at an average of 5.00 per cent. (2012: 5.00 per cent.).

As of 31 March 2013, the Group had £39 million of debt expiring within one year, £11 million of debt expiring between one and two years, £64 million of debt expiring between two and three years, £100 million of debt expiring between three and four years and £47 million of debt expiring between four and five years.

As of 31 March 2013, Helical's share of the Principal JVs' loans was £1 million of debt expiring within one year, £14 million of debt expiring between one and two years and £59 million of debt expiring between two and three years.

During 2012 and 2013 to the date of this Prospectus, the Group (excluding the Principal JVs) secured approximately £290 million of new banking facilities including:

- a £100 million five year revolving credit facility with RBS, with £50 million fixed at 3.95 per cent. including margin and £50 million capped at 4.0 per cent.;
- a £75 million four and a half year revolving credit facility with Barclays Bank plc ("**Barclays**");
- a £52 million five year investment facility with Aareal Bank AG ("**Aareal**"), with 50 per cent. fixed at 4.24 per cent. including margin;
- an £11 million 18 month revolving development facility with RBS;
- a £10 million three year facility with HSBC Bank plc ("**HSBC**"); and
- a £3 million three year investment facility with Nationwide Building Society ("**Nationwide**").

In addition, the Principal JVs secured the following facilities during the same time period:

- a £31 million three year investment facility with HSBC, with £28.5 million fixed at 4.35 per cent. including margin, £2.5 million capped at 1.00 per cent. plus a margin;
- a £5 million three year investment facility with HSBC; and
- a £3 million two year facility with RBS.

See "*– Material contracts relating to Helical and/or the Group*" and "*– Material contracts relating to the Principal JVs*" for further detail.

Income

During the year ended 31 March 2013, the Group received £24.5 million of net rental income (years ended 31 March 2009: £17.7 million; 2010: £14.9 million; 2011: £17.8 million; 2012: £22.9 million).

The Group's rental income is regularly augmented by its development profits. For the year ended 31 March 2013, the Group's net operating income including net rental income, development, trading, joint venture and other property profits (before net realisable provisions) was £29.7 million (years ended 31 March 2009: £33.7 million; 2010: £18.7 million; 2011: £20.5 million; 2012: £27.7 million).

The Group's income stream is diverse, with no single tenant accounting for more than 5.5 per cent. of the Group's rent roll as of 31 March 2013. As of 31 March 2013, the Group's retail property portfolio was 97 per cent. let, with an average weighted unexpired lease term of 7.1 years and, as of the same date, the London office portfolio was 88 per cent. let.

As of 31 March 2013, the gross rent roll of the Group was £28.7 million with an estimated rental value of £32.4 million from the investment portfolio. The significant rental reversion (which represents the difference between the current passing rent and the anticipated rent which would be received if all units were let at their open market rental value) can be attributed to the London office portfolio (approximately £2.2 million) and the retail portfolio (approximately £1.3 million).

The Group has a strong focus on managing its rental income streams. For the March 2013 quarter day, 99.7 per cent. of the Group's rent was collected within three weeks of the relevant due date.

The Group carefully manages tenant relationships to seek to maintain and enhance rental income streams. In the year to 31 March 2013, compared to an industry average of 41 per cent. rent retention at lease end, the Group retained 69 per cent. of its income which was subject to a lease expiry (source: Investment Property Databank/Strutt and Parker Lease Events Review).

Investment portfolio

As set out in the consolidated preliminary results of the Issuer for the year ended 31 March 2013, as of 31 March 2013 the Group's investment portfolio (including joint venture properties) was valued at

£407 million. This portfolio was comprised of retail assets (56 per cent.), London offices (36 per cent.), regional offices (four per cent.), industrial properties (three per cent.) and other properties (one per cent.). The Group's investment properties are income-producing assets and are generally multi-let with low passing rents and strong tenant demand. Helical believes that there are significant opportunities to enhance the value of the portfolio through asset management.

Retail

The retail portfolio, in the majority, comprises shopping centres which are the whole, or very significant parts, of town centres. Details of key projects included in the Group's retail investment portfolio are set out below:

Morgan Quarter, Cardiff (The Hayes)

This asset was acquired empty in 2005 and was comprehensively refurbished. It is currently let to tenants including Jack Wills, Urban Outfitters, White Stuff and Fred Perry and has benefitted from significant rental growth since the opening of St David's 2 shopping centre, located opposite Helical's asset. As set out in the consolidated preliminary results of the Issuer for the year ended 31 March 2013, as of 31 March 2013 this asset had a value of £58 million. Helical believes that there is very strong tenant demand for the space with premia being paid for lease assignments and the most recent letting being conducted by way of sealed bids. The rental growth has meant significant reversion in the income stream with a passing rent of £3.4 million compared to an estimated rental value of £4.2 million.

Clyde Shopping Centre, Clydebank

This asset was acquired in 2010 in joint venture with a private investor. The Group has a 60 per cent. economic interest in the centre and undertakes all of the asset management activities. Since the acquisition of this asset, the rental income attributable to this asset has increased by nine per cent. and more than 30 new lettings to tenants including The Post Office, Trespass, Watt Brothers and Poundworld have been concluded. Anchor tenants for the centre include Asda, BHS, Primark and Wilkinsons. As set out in the consolidated preliminary results of the Issuer for the year ended 31 March 2013, as of 31 March 2013 the centre had a value of £75.75 million (the Group's share of which was £45.45 million).

Corby Town Centre

This asset, comprising nearly 40 acres, is virtually the entirety of the commercial centre of Corby. It was acquired in 2011 and, since acquisition, 40 new leases or lease renewals have been concluded. Anchor tenants include Primark, TK Maxx, H&M, Argos and Wilkinsons. Helical believes that there are significant opportunities to increase income from this asset and enhance its value through the conversion of upper parts to residential use and by the creation of a leisure quarter for the town.

London offices

Helical believes that the Group's London office portfolio is characterised by low rents, strong occupational demand and the opportunity to create value through asset management initiatives. Key properties include:

Shepherds Building, Shepherds Bush, London W14

This 151,000 sq ft office building is multi let to, largely, media tenants including Endemol. Rents in the building are £25.00 to £27.50 per square foot compared to a trend market rent of approximately £35.00 per square foot in Hammersmith. This property was acquired vacant by the Group in 2000 for £12.8 million and substantially refurbished. As set out in the consolidated preliminary results of the Issuer for the year ended 31 March 2013, as of 31 March 2013 this property had a rent roll of £3.6 million of rent and, as of the same date, was valued at £50 million. During the six years to 31 March 2013, the asset has been at least 96 per cent. occupied.

207-211 Old Street, London EC1

This three acre site comprises a retail parade and two substantial office buildings. It was acquired from administrators in November 2012 in joint venture with a private fund manager. The Group has a 33.3 per cent. share in the property and a profit share agreement under which the Group's returns are enhanced depending on the success of the project. Helical believes that there is a significant opportunity at this property to increase rents and space on site. Average rents in these office buildings are currently £12.00 per square foot, whilst the market for refurbished space in the area achieves rents in excess of £35.00 per square foot.

Barts Square, London EC1

The Group acquired this property in March 2011 in joint venture with a US hedge fund. The Group has a 33.3 per cent. share in the property and is party to a profit share agreement under which the Group's returns are enhanced depending on the success of the project. The property is let to the National Health Service, producing £3.5 million in rent per annum as of 31 March 2013. In 2012, the Group received a resolution to grant planning consent for 225,000 sq ft of offices, 215 residential apartments and 24,000 sq ft of retail from the City of London. Development is expected to commence in 2015. As set out in the consolidated preliminary results of the Issuer for the year ended 31 March 2013, as of 31 March 2013 the property had an estimated total development value of approximately £470 million.

Development portfolio

As set out in the consolidated preliminary results of the Issuer for the year ended 31 March 2013, as of 31 March 2013 the Group's development portfolio had a book value of £169 million and a fair value of £219 million. This portfolio was comprised of: retirement villages (33 per cent.), retail parks/shopping centres in Poland (30 per cent.), London offices (13 per cent.), retail properties (11 per cent.), mixed use projects (10 per cent.) and change of use projects (three per cent.).

The Group's approach to development is to limit the amount of equity that it deploys into development situations through a variety of different structures and, in line with that approach, the Group seeks to maximise returns by:

- participating in profit shares with little/no equity up front;
- entering into conditional contracts or option agreements;
- co-investment with a minority stake and an enhanced profit share depending on success; and
- traditional forward funding with institutions with a profit participation.

The Group's key development projects are detailed below.

Mitre Square, London EC3

The Group has options over the site located in the insurance district of the City of London. The Group was granted planning permission for a 273,000 sq ft (net) office building and has cleared all pre-development conditions. As set out in the consolidated preliminary results of the Issuer for the year ended 31 March 2013, as of 31 March 2013 the project had an estimated total development value of £250 million and the Group expects only to proceed to develop the site when there is forward funding secured or the property is pre-let. As of 31 March 2013, the Group had only £3.9 million of equity deployed in this scheme.

200 Aldersgate, London EC1

The Group was appointed as development manager by Deutsche Pfandbriefbank in 2010 with the remit of completing the building's refurbishment and relaunching it onto the market. The Group transformed the common areas, adding a high quality café and business lounge, a new vibrant reception and a bike store. The Group is entitled to a profit share depending on the success of the project. Since the building's launch, the Group has agreed several office leases and has secured Virgin Active, FTI, ETC Venues and i2 Office as tenants, amongst others. On 23 May 2013, Helical announced that the building was 80 per cent. let, above the letting threshold which will crystallise an additional fee to the Group on a valuation or if the property is sold. The Group has no equity deployed in this project.

Brickfields, White City, W12

This 10 acre site opposite the former BBC Television Centre and to the north of the Westfield shopping centre was acquired in joint venture with Aviva. In March 2013, the Group received a resolution to grant planning permission for a 1.5 million sq ft residential-led scheme. The Group has

£2.6 million of equity deployed in this project and a profit share agreement with Aviva depending on the ultimate success of the project. Contracts have been exchanged by Aviva to sell the site. Completion is expected in August 2013 and this will crystallise Helical's profit sharing arrangement.

Retirement villages

The Group develops high-end villages for the 55 plus age group. These villages are not care homes and do not have medical facilities, rather they are retirement communities. The Group has four sites, all of which have planning permission. Bramshott Place in Liphook, Hampshire is complete and substantially sold, with an average selling price of £400,000 per unit and an 18.5 per cent. margin on sales, Durrants Village in Faygate, West Sussex is on site with sales ongoing, Maudslay Park in Great Alne, Warwickshire and Millbrook Village in Exeter, Devon are due to start on site in 2013.

Retail developments

These projects comprise foodstore-led developments, with land acquired either by exercising options or through conditional contracts. Helical believes that the Group has a strong pipeline of new retail development projects. Construction is underway in relation to such a project in Shirley, Birmingham. This project has been part pre-sold to Asda and is due for completion in 2014.

Current trading, trends and prospects

There is increasing demand for UK real estate with confidence returning in the wider economy, albeit slowly. Large chunks of historic loan books are being taken out by global funds acquiring debt packages at distressed price levels, which is helping to refinance the banks and may result in more property coming to the market.

Although international equity and institutional purchasers continue to seek "prime" property, generally in central London, or properties with long leases to tenants with strong covenants (e.g. supermarkets) prime property has reached historically high levels. Some purchasers have started to look at higher yielding secondary assets. Together with an increased availability of new bank debt, Helical believes that this will increase liquidity in the UK property market.

Board of Directors

The directors of the Issuer identified below (the "**Directors**", and "**Director**" means any one of them), all of whose business addresses are at 11-15 Farm Street, London W1J 5RS, are as follows:

Michael Slade *(Chief Executive)*

Michael Slade, BSc (Est Man) FRICS FSVA, joined the Board as an Executive Director in 1984 and was appointed Chief Executive in 1986. He is President of LandAid, the property industry charity, Co-Chairman of the Business and Entrepreneurs Forum, a Fellow of the College of Estate Management, a Fellow of Wellington College, a trustee of Purley Park and Sherborne School Foundation and Vice Admiral of the Marie Rose Trust.

Tim Murphy *(Finance Director and Company Secretary)*

Tim Murphy, BA (Hons) FCA, joined the Group as Company Secretary in 1994 and became Deputy Finance Director in 2011. He was appointed as Finance Director of Helical after Helical's 2012 AGM. Prior to joining Helical, he worked for accountants Grant Thornton and KPMG.

Gerald Kaye *(Development Director)*

Gerald Kaye, BSc (Est Man) FRICS, was appointed to the Board as an Executive Director in 1994 and is responsible for the Group's development activities. He has been responsible for completing over four million sq ft of offices, retail, leisure and industrial developments. Gerald is the Past President of the British Council for Offices and a trustee of The Prince's Regeneration Trust. He is a former director of London & Edinburgh Trust Plc and former Chief Executive of SPP. LET. EUROPE NV.

Matthew Bonning-Snook *(Development Director)*

Matthew Bonning-Snook, BSc (Urb Est Surveying) MRICS, was appointed to the Board as an Executive Director in 2007. Prior to joining Helical in 1995 he worked for Richard Ellis (now CBRE), and oversees many of Helical's office and mixed use developments.

Jack Pitman *(Investment Director)*

Jack Pitman, MA (Cantab) MRICS, was appointed to the Board as an Executive Director in 2007. Before joining the Group in 2001 he was a director of Chester Properties Ltd. He is responsible for the Group's retirement village portfolio and its investment activities.

Duncan Walker *(Investment Director)*

Duncan Walker, MA (Hons) (Oxon), PG Dip Surveying, joined the Group in 2007 and oversees a portfolio of investments and developments. In particular, he is responsible for the acquisition of Helical's shopping centres. Prior to joining Helical, Duncan led Edinburgh House Estate's investment team.

Nigel McNair Scott *(Chairman and Chairman of the Nominations Committee)*

Nigel McNair Scott, MA FCA FCT, joined the Board as a Non-Executive Director in 1985 and was subsequently appointed Finance Director in 1987. He was appointed as Chairman of the Issuer after Helical's 2012 AGM. He is Chairman of Reaction Engines Limited, a former Chairman of Avocet Mining plc and a former director of Johnson Matthey plc and Govett Strategic Investment Trust.

Richard Gillingwater *(Senior Independent Director)*

Richard Gillingwater, is the Senior Independent Director. He is a member of the Nominations, Audit and Remuneration Committees. He is also the non-executive Chairman of Henderson Group plc, Senior Independent Director of Hiscox Ltd and SSE plc and a non-executive director of Wm Morrison Supermarkets Plc. He was, until recently, Dean of Cass Business School. Prior to this he spent ten years at Kleinwort Benson, before moving to BZW, and, in due course, becoming joint Head of Corporate Finance and then latterly Chairman of European Investment Banking at Credit Suisse First Boston. He was Chief Executive and later Chairman of the Shareholder Executive and has also been a non-executive director of P&O, Debenhams, Tomkins, Qinetiq Group and Kidde plc. He is the non-executive Chairman of CDC Group plc, although he will be stepping down from this role in due course.

Andrew Gulliford *(Chairman of the Remuneration Committee)*

Andrew Gulliford, BSc (Est.Man), FRICS, was appointed to the Board as a Non-Executive Director in 2006. He is Chairman of the Remuneration Committee and a member of the Audit Committee and the Nominations Committee. A former Deputy Senior Partner of Cushman & Wakefield Healey & Baker, he is also a non-executive director of McKay Securities PLC, F&C UK Real Estate Investments Limited and various other companies.

Michael O'Donnell

Michael O'Donnell was appointed to the Board in June 2011. He is a former Managing Director of LGV Capital (formerly Legal & General Ventures), a private equity firm where he was responsible for a number of successful investments in fast growing businesses, often with a significant property element. In 2009 he established Ebbtide Partners, a consultant to, and investor in, private companies and, in May 2013, he joined the board of Cygnet 2008 Limited as Chairman. He is a member of the Nominations, Audit and Remuneration Committees.

Richard Grant *(Chairman of the Audit Committee)*

Richard Grant, BA (Oxon), ACA is the Finance Director at Cadogan Estates Limited and former corporate finance partner at PwC, whom he joined in 1975. He is also a member of the Investment Advisory Committee of Rockspring Hanover Property Unit Trust. Richard is the Chairman of the Audit Committee and a member of the Nominations Committee and the Remuneration Committee.

The principal activities outside of Helical and the Group of the Directors (where these are significant with respect to Helical and the Group) are set out below. Each position listed below is that of the Director unless it has been stated otherwise:

Name and position	Principal activities outside of Helical and the Group
Michael Slade *Chief Executive*	Europa Property Investments Limited LandAid Charitable Trust Limited LandAid Functions Limited The Sherborne School Foundation
Tim Murphy *Finance Director and Company Secretary*	None
Gerald Kaye *Development Director*	Crookie Limited Radley College Leisure Limited Radley College Services Limited The Prince's Regeneration Through Heritage Trust United Kingdom Historic Building Preservation Trust
Matthew Bonning-Snook *Development Director*	None
Jack Pitman *Investment Director*	Summerfields School Trust
Duncan Walker *Investment Director*	None
Nigel McNair Scott *Chairman and Chairman of the Nominations Committee*	Maritime Orient and Near East Agency Limited Midland Holdings Limited Reaction Engines Limited Skylon Enterprise Limited Space Travel Investments Limited
Richard Gillingwater *Senior Independent Director*	CDC Group plc Hiscox Limited Henderson Group plc Henderson Group Holdings Asset Management Limited SSE plc WM Morrison Supermarkets plc
Andrew Gulliford *Chairman of the Remuneration Committee*	McKay Securities PLC Property Nominees Limited F&C UK Real Estate Investments Limited
Michael O'Donnell	Cygnet 2008 Limited Ebbtide Partners Limited Maze 3 Limited Peveral Limited PI Realisations 2012 Limited Shared Office Management Limited Verna Group International Limited West London Finance Ltd West London Investment Properties Ltd
Richard Grant *Chairman of the Audit Committee*	Cadogan Developments Limited Cadogan Estates Limited Cadogan Estates Property Investments Limited Cadogan Group Limited Cadogan Hall Limited Cadogan Holdings Limited Cadogan Hotel Partners Limited Leda Hotels Limited Rockspring Hanover Property Unit Trust (Investment Advisory Committee)

As of the date of this Prospectus, there are no potential conflicts of interest between any duties owed to Helical by any of the Directors and their private interests or other duties.

Board composition and committees

The Board operates within the terms of its written authorities, which include a schedule of matters reserved for the approval of the Board. The Board currently consists of the Non-Executive Chairman, six Executive Directors and four Non-Executive Directors. The composition of the Board provides an appropriate blend of experience and qualifications, and the number of Non-Executives provides a strong base for ensuring appropriate corporate governance of Helical. The Board's decisions are implemented by the Executive Directors. In addition to Board discussions, the Chairman contacts other Non-Executive Directors and, if appropriate, will hold meetings with the Non-Executive Directors without the Executive Directors being present.

Richard Gillingwater is the Senior Independent Director. He is available for consultation by shareholders and Bondholders, whenever appropriate.

In support of the principles of good corporate governance, the Board has established an Audit Committee, a Remuneration Committee and a Nominations Committee.

Audit Committee

The Audit Committee comprises Richard Grant (as chairman), Michael O'Donnell, Richard Gillingwater, and Andrew Gulliford. The Board has formal and transparent arrangements for considering how it applies Helical's financial reporting and internal control principles and for maintaining an appropriate relationship with its auditors. Whilst all Directors have a duty to act in the interests of Helical, the Committee has a particular role, acting independently from the executive, to ensure that the interests of shareholders are properly protected in relation to financial reporting and internal control. It considers the work and plans of the Group's internal audit function and assesses the function's effectiveness, and reviews reports and plans from, and consults with, the external auditors, monitoring their independence and effectiveness.

Remuneration Committee

The Remuneration Committee comprises Andrew Gulliford (as chairman), Michael O'Donnell, Richard Gillingwater and Richard Grant. The Committee has responsibility for determining and agreeing with the Board the framework or broad policy for the remuneration of the Chairman, Chief Executive and Helical's Executive Directors and, subject to proposals submitted by the Chief Executive, recommends and monitors the level and structure of remuneration for such other members of the senior management as report directly to the Board. The remuneration of Non-Executive Directors is a matter for the Chairman and the Executive Directors to be decided at a meeting of the Board.

Nominations Committee

The Nominations Committee comprises Nigel McNair Scott (as chairman), Michael O'Donnell, Richard Gillingwater, Richard Grant and Andrew Gulliford. The Nominations Committee controls the process for Board appointments and makes recommendations to the Board.

Corporate governance

The principal corporate governance rules applicable to Helical are the UK Corporate Governance Code, the Listing Rules published by the FCA and the Disclosure and Transparency Rules published by the FCA.

As of the date of this Prospectus, Helical was in compliance with the corporate governance rules applicable to it, other than as described below:

The UK Corporate Governance Code requires that a new Chairman should satisfy, on appointment, the independence criteria set out in provision B.1.1. Nigel McNair Scott, who has served as Chairman of the Issuer since his appointment in July 2012, did not satisfy this UK Corporate Governance Code provision on appointment, having previously served as a Non-Executive Director and a Finance Director of the Issuer. Helical's Nominations Committee consulted with shareholders and representative bodies to explain its reasons for the appointment and received considerable support for Nigel McNair Scott's re-election. However, in order to strengthen shareholder protections, in 2012 the Nominations Committee appointed Richard Gillingwater and Richard Grant as independent Non-Executive Directors.

Group organisational structure

Principal subsidiaries

The Issuer is the parent company of the Group. The principal activities of the Issuer's subsidiaries are property investment, trading and development.

Details of the Issuer's principal subsidiaries which are likely to have a significant effect on the Group's assessment of its own assets and liabilities, financial position or profits and losses are set out in the table below:

Name of undertaking	Nature of business	Ownership percentage	Voting rights percentage
Baylight Developments Limited*	Investment	100%	100%
Dencora (Fordham) Limited	Investment	100%	53%
Dencora Newmarket Road LLP	Investment	100%	53%
Downtown Space Properties LLP	Development	100%	100%
HB Sawston No 3 Limited	Investment	100%	67%
Helical (Basildon Retail) LP*	Investment	100%	100%
Helical (Battersea) Limited	Investment	100%	100%
Helical (Bramshott Place) Limited	Development	100%	100%
Helical (Broadway) Limited	Investment	100%	100%
Helical (Cardiff) Limited	Investment	100%	100%
Helical (Corby) Limited*	Investment	100%	100%
Helical (Crownhill) Limited	Investment (Jersey)	100%	100%
Helical (Exeter) Limited	Development	100%	100%
Helical (Hailsham) Limited	Development	100%	100%
Helical (Hedge End) Limited	Trading	100%	100%
Helical (Liphook) Limited	Development (Jersey)	100%	100%
Helical Bar (Mitre Square) Limited	Development	100%	100%
Helical (Sevenoaks) Limited	Investment	100%	100%
Helical (Telford) Limited	Development	100%	100%
Helical (Winterhill) Limited	Investment	100%	100%
Helical Wroclaw Sp. z.o.o.*	Development (Poland)	100%	100%
Metropolis Property Limited	Investment	100%	100%
Newmarket LP	Investment	100%	100%
Sutton-in-Ashfield LP*	Investment	100%	100%

*Ordinary capital is held by a subsidiary undertaking of Helical

Each of the above principal subsidiaries operates in the United Kingdom other than Helical Wroclaw Sp. z.o.o. (which is incorporated in Poland) and, unless otherwise indicated, is incorporated and registered in England and Wales.

Principal joint ventures

In addition, as of the date of this Prospectus, the Group has holdings in the following companies which are likely to have a significant effect on the Group's assessment of its own assets and liabilities, financial position or profits and losses (the "**Principal JVs**"):

Name of joint venture undertaking	Nature of business	Country of incorporation	Ownership percentage	Voting rights percentage
207 Old Street Unit Trust	Investment	Jersey	33.33%	50%
211 Old Street Unit Trust	Investment	Jersey	33.33%	50%
Abbeygate Helical (C4.1) LLP	Development	England and Wales	50%	50%
Abbeygate Helical (Leisure Plaza) Limited	Development	England and Wales	50%	50%
Barts Two Investment Property Limited	Investment	Jersey	33.35%	50%
Helical Sosnica Sp. z.o.o.	Development	Poland	50%	50%
HP Properties Limited	Investment	British Virgin Islands	60%	50%
King Street Developments (Hammersmith) Limited	Development	England and Wales	50%	50%
Old Street Retail Unit Trust	Investment	Jersey	33.33%	50%
Shirley Advance LLP	Development	England and Wales	50%	50%

Major shareholders

As of 15 May 2013 (being the latest practicable date prior to the publication of this Prospectus), so far as is known to the Issuer by virtue of notifications made to it pursuant to the FCA's Disclosure and Transparency Rules, the persons who are, directly or indirectly, interested in three per cent. or more of the Issuer's voting rights are as follows:

Name	Percentage interest in voting rights
Michael Slade	11.0%
Aberdeen Asset Managers	9.2%
Baillie Gifford	7.7%
JPMorgan Asset Management	4.8%
Blackrock Inc.	4.7%
Artemis Investment Management	4.1%
Investec Asset Management	3.5%
Dimensional Fund Advisors	3.5%
Aviva Investors	3.4%
Legal & General Investment Management Ltd	3.1%

Share capital

As of the date of this Prospectus, Helical had in issue 118,137,522 ordinary shares of one penny each and 212,145,300 deferred shares of 1/8 penny each, each of which are fully paid. The authorised share capital of Helical is £39,576,626.60 divided into ordinary shares of one penny each and deferred shares of 1/8 penny each.

Objects and purposes

The Issuer's objects and purposes are unrestricted.

Material contracts relating to Helical and/or the Group

The following is a summary of each contract (not being a contract entered into in the ordinary course of the Issuer's business) that has been entered into by the Issuer or any member of the Group which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Bondholders.

The Royal Bank of Scotland plc revolving credit facility (£100 million)

Overview. On 2 February 2012, Helical and certain of its subsidiaries entered into an English law governed revolving credit facilities agreement with RBS as arranger, lender, agent and security agent (the "**Helical Finance (RBS) Facility Agreement**").

The Helical Finance (RBS) Facility Agreement provides a revolving credit facility to Helical Finance (RBS) Limited ("**Helical Finance**") whose obligations are guaranteed by the Issuer and certain of its subsidiaries (the "**Helical Finance Guarantors**"). Helical Finance and the Helical Finance Guarantors are together referred to as the "**Helical Finance Obligors**".

The Helical Finance Obligors' obligations under the Helical Finance (RBS) Facility Agreement are primarily secured by way of charges over the shares of various subsidiaries of Helical. This means that the lenders will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

The Helical Finance (RBS) Facility Agreement contains provisions for further Group companies to accede as guarantors from time to time.

Purpose. Funds borrowed under the Helical Finance (RBS) Facility Agreement may be used by Helical Finance (or on-lent by Helical Finance to the Helical Finance Guarantors) for the purpose of financing or refinancing the acquisition of property.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the Helical Finance (RBS) Facility Agreement is £100 million. Amounts drawn down under this facility may be repaid at any time, and as is typical with a revolving credit facility, amounts that are repaid may then be re-borrowed. As of 31 March 2013, the amount drawn down under this facility totalled £83,682,750. The maturity date of this facility (being the date that the facility will come to an end) is 2 February 2017.

Mandatory prepayment. Upon a sale of a property comprising part of the secured assets and if the ratio of the amounts borrowed under this facility as against the value of the properties of the Helical Finance Obligors at that time has fallen below certain specified levels, the relevant Helical Finance Obligor(s) will be obliged to prepay certain outstanding amounts under the Helical Finance (RBS) Facility Agreement. In addition, the Helical Finance (RBS) Facility Agreement contains certain events of default, including: (a) an event or series of events which has, or is reasonably likely to have, a material adverse effect on the business or financial condition of any of the Helical Finance Obligors; (b) a cross default provision application if a debt, or aggregate of debts valued over a certain amount is not paid when due (or after the expiry of any grace period) by any of the Helical Finance Obligors; or (c) the initiation of certain insolvency proceedings. If any event of default occurs the lender could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on the Group's activities. The Helical Finance (RBS) Facility Agreement contains representations and warranties and positive and negative covenants and undertakings. In particular, the Helical Finance (RBS) Facility Agreement contains a negative pledge, restrictions on financial indebtedness, acquisitions and disposals in each case which apply to the Helical Finance Obligors other than Helical, and requires the maintenance of specified actual and projected interest cover ratios (i.e. the ratio of net rental income to interest costs), leverage limits (i.e. the "loan to value" ratio, being the ratio of the amounts outstanding under the facility as against the value of the properties of the Helical Finance Obligors) and actual and projected debt cover (being the ratio of annual net rental income to amounts outstanding).

Barclays Bank plc revolving credit facility (£75 million)

Overview. On 17 May 2013, Helical Finance (Bar) Limited ("**Helical Finance (Bar)**") entered into an English law governed revolving credit facility with Barclays as arranger, lender, facility agent and security agent (the "**Helical Finance (Bar) Facility Agreement**").

The Helical Finance (Bar) Facility Agreement provides a revolving credit facility to Helical Finance (Bar), whose payment and performance obligations under the agreement are guaranteed by the Issuer.

Helical Finance (Bar)'s obligations under the Helical Finance (Bar) Facility Agreement are subject to certain forms of security, including principally (a) charges over the shares of the Issuer and various subsidiaries of the Issuer and (b) charges over certain assets of various subsidiaries of the Issuer. This means that the lender will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law). Those persons which have provided security under the Helical Finance (Bar) Facility Agreement are together referred to as the "**Helical Finance (Bar) Chargors**".

Purpose. Funds borrowed under the Helical Finance (Bar) Facility Agreement may only be on-lent by Helical Finance (Bar) to the Helical Finance (Bar) Chargors for the purposes of financing or refinancing the acquisition of certain property, the refurbishment of certain property or for general corporate purposes of the Helical Finance (Bar) Chargors.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the Helical Finance (Bar) Facility Agreement is £75 million. Amounts drawn down under this facility may be repaid at any time, and as is typical with a revolving credit facility, amounts that are repaid may then be re-borrowed. As of 31 May 2013, the amount drawn down under this facility was £49.02 million. The maturity date of this facility (being the date that the facility will come to an end) is 16 October 2017.

Mandatory prepayment. Upon a change of control of Helical Finance (Bar) or certain of the Helical Finance (Bar) Chargors or any sale or the disposal of certain property, Helical Finance (Bar) may be obliged to prepay certain outstanding amounts under the Helical Finance (Bar) Facility Agreement. In addition, the Helical Finance (Bar) Facility Agreement contains certain events of default, including: (a) cross default in provisions if certain financial indebtedness is not paid when due (or after the expiry of any grace period), (b) the initiation of certain insolvency proceedings and (c) any event or series of events which has or is likely to have a material adverse effect. If any event of default occurs the lender could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on the Group's activities. The Helical Finance (Bar) Facility Agreement contains representations and warranties and positive and negative covenants and undertakings. In particular, the Helical Finance (Bar) Facility Agreement contains a negative pledge, restrictions on financial indebtedness, acquisitions, mergers and disposals in each case which apply to Helical Finance (Bar) and the Helical Finance (Bar) Chargors and requires the maintenance of specified actual and projected interest cover ratios (i.e. the ratio of net rental income to interest costs), leverage limits (i.e. the "loan to value" ratio, being the ratio of the amounts outstanding under the facility as against the value of certain property) and the maintenance of levels of tangible net assets of the Issuer.

Aareal Bank AG facility (£51.9 million)

Overview. On 18 August 2008 (and as amended and restated on 29 November 2012), the Issuer and certain of its subsidiaries entered into an English law governed credit agreement with Aareal as arranger, lender, agent and security trustee (the "**Aareal Facility Agreement**").

The Aareal Facility Agreement provides a sterling term loan facility to Helical (Cardiff) Limited and Helical (Battersea) Limited (together the "**Aareal Facility Borrowers**") whose obligations are guaranteed by the Issuer (the "**Aareal Facility Guarantor**"). The Aareal Facility Borrowers and Aareal Facility Guarantor are together referred to as the "**Aareal Facility Obligors**".

The Aareal Facility Obligors' obligations under the Aareal Facility Agreement are secured by way of (a) charges over the shares of various subsidiaries of the Issuer and (b) charges over certain assets. This means that the lenders will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the Aareal Facility Agreement may be used by the Aareal Facility Borrowers towards their general corporate purposes including to be applied in or towards the repayment or refinancing of any existing financial indebtedness of the Aareal Facility Borrowers in respect of certain property.

Utilisations and maturity. The Aareal Facility Agreement provides a sterling loan facility of £51.9 million and as of 31 March 2013 was fully drawn down. The final maturity date of this facility (being the date that the facility will come to an end) is 29 November 2017.

Mandatory repayment. The lender may request mandatory prepayment of any outstanding amounts under the Aareal Facility Agreement upon a change of control of either Aareal Facility Borrower. In addition, the Aareal Facility Agreement contains certain events of default, including: (a) breach of certain of the Aareal Facility Borrowers' or Aareal Facility Guarantor's obligations, (b) any amount payable cross default provision application if a debt, or aggregate of debts valued over a certain amount is not paid when due (or after the expiry of any grace period), (c) the initiation of certain insolvency proceedings, (d) a change of control of either Aareal Facility Borrower and (e) any event or series of events which has or is likely to have a material adverse effect. If any event of default occurs the lender could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on the Group's activities. The Aareal Facility Agreement contains representations and warranties and positive and negative covenants and undertakings. In particular, the Aareal Facility Agreement contains a negative pledge, restrictions on financial indebtedness, mergers and disposals in each case which apply to the Aareal Facility Borrowers and requires the maintenance of specified actual interest cover ratios (i.e. the ratio of net rental income to interest costs) and leverage limits (i.e. the "loan to value" ratio, being the ratio of the amounts outstanding under the facility as against the value of certain property).

HSBC Bank plc facility (£23.5 million)

Overview. On 14 December 2011, Helical (Durrants) Limited ("**Durrants**") entered into an English law governed term loan facility agreement with HSBC as lender (the "**Durrants Facility Agreement**").

The Durrants Facility Agreement provides a term loan facility to Durrants. Durrants' obligations are guaranteed by the Issuer.

Durrants' obligations under the Durrants Facility Agreement are secured by way of charges over the entire issued share capital and assets of Durrants. This means that HSBC will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the Durrants Facility Agreement may be used by Durrants to finance the development of certain property as well as refinancing existing indebtedness.

Utilisations and maturity. The amount of funds that the Borrowers may draw under the Durrants Facility Agreement is £23.5 million. As of 31 March 2013, the amount drawn down under this facility was £14.0 million. The maturity date of this facility (being the date that the facility will come to an end) is 14 December 2016.

Mandatory repayment. HSBC may request mandatory repayment of any outstanding amounts under the Durrants Facility Agreement if Durrants ceases to be a wholly owned subsidiary of Helical. The Durrants Facility Agreement contains certain events of default, including: (a) a cross default provision triggered where Durrants or Helical fails to pay borrowings (subject to certain thresholds) when due (or after the expiry of any grace period), (b) the initiation of certain insolvency proceedings and (c) the occurrence of an event or series of events which has or could reasonably be expected to have a material adverse effect. If any event of default occurs, HSBC could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on the Group's activities. The Durrants Facility Agreement contains certain representations and undertakings. In particular, the Durrants Facility Agreement contains restrictions on disposal of property and acquisitions. The Durrants Facility Agreement also contains a negative pledge, restricting Durrants from creating any security interest over its assets. The Durrants Facility Agreement also requires Durrants to maintain adequate leverage limits (i.e. the "loan to value" ratio, being the ratio of the value of the loan against the value of certain property).

The Royal Bank of Scotland plc facility (£16.25 million)

Overview. On 28 September 2007 (as amended on 27 May 2011 and 8 May 2013) Helical (Exeter) Limited ("**Exeter**") entered into an English law governed loan agreement with RBS as lender (the "**Exeter Loan Agreement**").

The Exeter Loan Agreement provides a loan facility to Exeter whose obligations are guaranteed by the Issuer and one of its subsidiaries (the "**Exeter Guarantors**"). Exeter, the Exeter Guarantors and certain other finance parties are together referred to as the "**Exeter Obligors**".

The Exeter Obligors' obligations under the Exeter Loan Agreement are secured by way of (a) a legal mortgage over the development property of Exeter, and fixed and floating charges over other assets of Exeter and (b) fixed charges over property and assets of a subsidiary of the Issuer. This means that the lender will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the Exeter Loan Agreement may be used by Exeter for the sole purpose of refinancing the acquisition of certain property.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the Exeter Facility Agreement is £16.25 million. As of 31 March 2013, the amount drawn down under this facility totalled £13 million, of which £6 million has subsequently been repaid. The maturity date of this facility (being the date that the facility will come to an end pursuant to the amended Exeter Loan Agreement) is currently 6 June 2013 but approval has been obtained for a two month extension, pending longer-term refinancing.

Mandatory prepayment. Upon the sale of the relevant property, the refinancing of any part of the loan, or a change of control of Exeter, Exeter will be obliged to prepay outstanding amounts of the loan. In addition, the Exeter Loan Agreement contains certain events of default, including: (a) if there is any change in the financial condition of any Exeter Obligor which materially and adversely affects their ability to perform their financial obligations, (b) a cross default provision application if a debt valued above a certain level is not paid when due (or after the expiry of any grace period) and (c) the initiation of certain insolvency proceedings. If any event of default occurs the lender could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on the Group's activities. The Exeter Loan Agreement contains representations and warranties and positive and negative covenants and undertakings. In particular, the Exeter Loan Agreement contains a negative pledge and restrictions on financial indebtedness and disposals, in each case which apply to Exeter, and requires the maintenance of specified leverage limits (i.e. the "loan to value" ratio, being the ratio of the amounts outstanding under the loan as against the market value of the proposed development properties).

HSBC Bank Polska S.A. facility (€11,037,600)

Overview. On 17 March 2008, Helical Wrocław Sp. z o.o ("**Helical Wroclaw**") entered into a Polish law governed term loan facility agreement with HSBC Bank Polska S.A. ("**HSBC Poland**") as lender (the "**Helical Wroclaw Facility Agreement**"). The Helical Wroclaw Facility Agreement was subsequently amended on 10 April 2008, 3 November 2008, 27 March 2009, 4 November 2010, 21 March 2011 and 26 September 2011.

The Helical Wroclaw Facility Agreement provides a term loan facility to Helical Wroclaw. Helical Wroclaw's obligations under the Helical Wroclaw Facility Agreement are guaranteed by the Issuer.

Helical Wroclaw's obligations under the Helical Wroclaw Facility Agreement are secured in certain ways including: (a) a mortgage over a retail park in Poland and (b) a pledge over certain shares of Helical Wroclaw's share capital.

Purpose. Funds borrowed under the Helical Wroclaw Facility Agreement may be used by Helical Wroclaw to finance or refinance some of the development and investment costs relating to a retail park in Poland.

Utilisations and maturity. The amount of funds that the Borrowers may draw under Helical Wroclaw Facility Agreement is up to €11,037,600.00. As of 31 March 2013, the amount drawn down under this facility totalled €10,467,600. The maturity date for this facility (being the date that the facility will come to an end) is 30 August 2015.

Controls on the Group's activities. The Helical Wroclaw Facility Agreement contains certain representations and warranties granted by Helical Wroclaw in favour of HSBC Poland. In particular, Helical Wroclaw is restricted from making certain distributions including dividend payments. The Helical Wroclaw Facility Agreement also requires that Helical Wroclaw maintain certain interest cover ratios (i.e. the ratio of net rental income to interest costs), leverage levels (i.e. the "loan to value" ratio, being the ratio of amounts outstanding under the facility as against the value of the Młyn Retail Park) and debt service cover (i.e. the ratio of net operating income to paid financial interests to HSBC Poland).

The Royal Bank of Scotland plc revolving credit facility (£10 million)

Overview. On 9 November 2007 (as amended on 27 June 2011, 26 November 2012 and 8 January 2013) Helical Bramshott, the Issuer and certain other subsidiaries of the Issuer entered into an English law governed loan development agreement with RBS as lender (the "**Bramshott Loan Agreement**").

The Bramshott Loan Agreement provides a loan facility to Helical Bramshott whose obligations are guaranteed by the Issuer and certain of its subsidiaries (the "**Bramshott Guarantors**"). Helical Bramshott and the Bramshott Guarantors are together referred to as the "**Bramshott Obligors**".

The Bramshott Obligors' obligations under the Bramshott Loan Agreement are secured by way of (a) a legal mortgage over certain property, and fixed and floating charges over other assets of Helical Bramshott and (b) fixed charges over assets of certain subsidiaries of the Issuer. This means that the lender will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the Bramshott Loan Agreement may be used by Helical Bramshott for the financing of the development of certain properties.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the Bramshott Loan Agreement is £10 million. Amounts drawn down under this agreement may be repaid at any time, and amounts that are re-paid may then be re-borrowed. As of 31 March 2013, the amount drawn down under this agreement totalled £9,306,000. The maturity date of this agreement (being the date that the loan facility will come to an end) is 10 May 2014.

Mandatory prepayment. The Bramshott Loan Agreement contains certain events of default, including: (a) if there is any change in the financial condition of any Bramshott Obligor which materially and adversely affects their ability to perform their financial obligations, (b) a cross default provision application if a debt of any Bramshott Obligor above a certain threshold is not paid when due (or after the expiry of any grace period), (c) the initiation of certain insolvency proceedings, or (d) if the Issuer ceases to own the entire issued share capital of any Bramshott Guarantor. If any event of default occurs the lender could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on the Group's activities. The Bramshott Loan Agreement contains representations and warranties and positive and negative covenants and undertakings. In particular, the Bramshott Loan Agreement contains a negative pledge and restrictions on financial indebtedness and disposals, in each case which applies to Helical Bramshott. The Bramshott Loan Agreement also requires the maintenance of specified leverage limits (i.e. the "loan to value" ratio, being the ratio of the amounts outstanding under the loan as against the gross development value and completion costs value of the proposed developments).

AIB Group (UK) PLC facility (£10.12 million)

Overview. On 12 December 2007, Helical's subsidiary, Downtown Space Properties LLP ("**Downtown**"), entered into an English law governed facility agreement with AIB Group UK PLC ("**AIB**") as lender (the "**Downtown Facility Agreement**").

The Downtown Facility Agreement provides a term loan facility and a working capital facility to Downtown. Certain of Downtown's obligations are guaranteed by the Issuer. The working capital facility has been repaid and cancelled.

Downtown's obligations under the Downtown Facility Agreement are secured by way of charges over certain property. This means that the lender will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the term loan in the Downtown Facility Agreement may be used by Downtown solely to help fund the costs of development of certain property.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the term loan in the Downtown Facility Agreement is £10.12 million. As of 31 March 2013, this facility was fully drawn down. The maturity date of this facility (being the date that the facility will come to an end) is 31 December 2013. The working capital facility of £800,000 under the Downtown Facility Agreement has been repaid and cancelled.

Mandatory repayment. The lender may request mandatory prepayment of any outstanding amounts under the term loan in the Downtown Facility Agreement if Downtown sells or disposes of certain property. In addition, the Downtown Facility Agreement contains certain events of default, including: (a) a cross default provision application if a debt, or aggregate of debts, are not paid when due (or after the expiry of any grace period) by Downtown, (b) the initiation of certain insolvency proceedings and (c) the termination, cancellation or abandonment of the development of certain property.

Controls on the Group's activities. The Downtown Facility Agreement contains representations and warranties and positive and negative covenants and undertakings. In particular, the Downtown Facility Agreement contains a negative pledge, restrictions on disposals and borrowing from other sources in relation to the development of certain property. There are also certain covenants Downtown must comply with in relation to the development of the relevant property, including notifying AIB of cost overruns.

HSBC Bank plc revolving credit facility (£10 million)

Overview. On 12 January 2010, the Issuer entered into an English law governed revolving credit facility agreement with HSBC as lender (the "**Helical HSBC Facility Agreement**"). The Helical HSBC Facility Agreement was subsequently amended and restated on 8 November 2012.

The Helical HSBC Facility Agreement provides a revolving credit facility to the Issuer. The Issuer's obligations are guaranteed by each of the Issuer itself and certain Group companies that may accede as guarantors from time to time (together, the "**Helical HSBC Facility Guarantors**").

The Issuer's obligations under the Helical HSBC Facility Agreement are secured by way of charges over the entire issued share capital and/or assets of certain of the Issuer's subsidiaries. This means that HSBC will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the Helical HSBC Facility Agreement may be used by the Issuer for the purpose of funding general corporate and working capital purposes of the Issuer and its subsidiaries, the acquisition of certain properties, the repayment of existing financial indebtedness and/or to repay any maturing loan drawn down under the Helical HSBC Facility Agreement from time to time.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the Helical HSBC Facility Agreement is £10 million. As this facility is a revolving credit facility, Helical is entitled to re-borrow any principal paid during the term of the loan. As of 31 March 2013, the amount drawn down under this facility totalled £4,660,000. The maturity date of this facility (being the date that the facility will come to an end) is 12 January 2016.

Mandatory repayment. HSBC may request mandatory repayment of any outstanding amounts under the Helical HSBC Facility Agreement if there is a change in control of the Issuer. In addition, the Helical HSBC Facility Agreement contains certain events of default, including: (a) a cross default provision triggered where any of the Helical HSBC Facility Guarantors fail to pay any borrowings when due (or after the expiry of any grace period), (b) the initiation of certain insolvency proceedings and (c) the occurrence of an event or series of events which has, or could reasonably be expected to have, a material adverse effect on any of the Helical HSBC Facility Guarantors' business, operations, assets, condition (financial or otherwise) or prospects, or their ability to perform and comply with their obligations under the Helical HSBC Facility Agreement. If any event of default occurs, HSBC could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on the Group's activities. The Helical HSBC Facility Agreement contains certain representations and warranties and positive and negative covenants and undertakings. The Helical HSBC Facility Agreement also contains a negative pledge, preventing Helical from creating any security interest over the shares in the other HSBC Facility Guarantors. The Helical HSBC Facility Agreement also requires the Issuer to maintain interest cover ratios (i.e. the ratio of certain profit against interest) and leverage limits (i.e. the "loan to value" ratio, being the ratio of the value of the loans against the value of certain properties).

Barclays Bank plc overdraft facility (£5 million)

Overview. On 27 March 2013, the Issuer and certain of its subsidiaries entered into an English law governed overdraft facility agreement with Barclays (the "**Overdraft Facility Agreement**").

The Overdraft Facility Agreement provides an overdraft facility to the Issuer and certain of its subsidiaries (the "**Overdraft Facility Borrowers**") whose obligations are each guaranteed by the other Overdraft Facility Borrowers.

Subject to certain conditions, the Overdraft Facility Agreement contains provisions for further Group companies to accede as Overdraft Facility Borrowers and Overdraft Facility Guarantors and also provisions for Overdraft Facility Borrowers to withdraw from the Overdraft Facility Agreement.

Purpose. Funds utilised under the Overdraft Facility Agreement may be used by the Overdraft Facility Borrowers for working capital purposes.

Utilisation. The maximum amount of funds that may be utilised under the overdraft facility is £5 million. As of 31 March 2013, the amount drawn down under this facility was £3,586,000.

Mandatory prepayment. Upon written demand by Barclays, the Overdraft Facility Borrowers will be obliged to prepay all amounts outstanding under the Overdraft Facility Agreement. In addition, the Overdraft Facility Agreement contains certain suspension or termination events, in particular, the initiation of certain insolvency proceedings. If a suspension or termination event occurs, Barclays has the right to, amongst other things, open a new separate account for the collection of all credits it subsequently receives or refuse to permit the relevant Overdraft Facility Borrower from utilising or drawing any further amounts under the facility.

Controls on the Group's activities. The Overdraft Facility Agreement contains certain representations and warranties and positive and negative covenants and undertakings. In particular, the Overdraft Facility Agreement contains a negative pledge.

Barclays Bank plc money market loan facility (£5 million)

Overview. On 27 March 2013, the Issuer entered into an English law governed money market loan agreement with Barclays (the "**Money Market Loan Agreement**"). The Money Market Loan Agreement provides a loan facility to the Issuer whose payment obligations are guaranteed by certain of its subsidiaries.

Purpose. Funds borrowed under the Money Market Loan Agreement may be used by the Issuer solely for working capital purposes.

Utilisation. The maximum amount of funds that may be borrowed under the Money Market Loan Agreement is £5 million. As of 31 March 2013, this loan facility was fully drawn.

Mandatory prepayment. Upon written demand by Barclays, the Issuer will be obliged to prepay all amounts outstanding under the Money Market Loan Agreement.

Controls on the Group's activities. The Money Market Loan Agreement contains undertakings of the Issuer in connection with the provision of certain financial information to Barclays on a periodic basis.

Nationwide Building Society facility (£3,094,843)

Overview. On 12 March 2012, Helical's subsidiary, HB Sawston No. 3 Limited ("**HB Sawston**"), entered into an English law governed loan facility with Nationwide as lender (the "**HB Sawston Facility**").

The HB Sawston Facility provides a loan facility to HB Sawston whose obligations are guaranteed by certain Group companies (not including the Issuer) (the "**HB Sawston Guarantors**"). HB Sawston and the HB Sawston Guarantors are together referred to as the "**HB Sawston Obligors**".

HB Sawston's obligations under the HB Sawston Facility are secured by way of (a) fixed charges over certain property and (b) charges over the assets of HB Sawston and certain Group companies (not including the Issuer). This means that the lender will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to Nationwide ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the HB Sawston Facility may be used by HB Sawston solely to restructure its then existing loan with Nationwide.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the HB Sawston Facility is £3,094,843. Amounts repaid or prepaid under the HB Sawston Facility will not be available for redrawing. As of 31 March 2013, the amount drawn down under this facility totalled £2,602,000. The maturity date of this facility (being the date that the facility will come to an end) is 10 April 2015.

Mandatory repayment. Upon HB Sawston's sale of any of its interest in certain property, the lender may request mandatory prepayment of any outstanding amounts under the HB Sawston Facility. In addition, the HB Sawston Facility contains certain events of default, including: (a) a cross default provision application if certain debts are not paid when due (or after the expiry of any grace period) by HB Sawston, (b) the initiation of certain insolvency proceedings and (c) an individual involved in the management of HB Sawston, who Nationwide regards as material, ceases to be materially involved in its management.

Controls on the Group's activities. The HB Sawston Facility contains representations and warranties and positive and negative covenants and undertakings. In particular, the HB Sawston Facility contains a negative pledge, restrictions on share issues, and requires certain leverage limits (i.e. a loan to value ratio being the ratio of loans made available by Nationwide to HB Sawston as against the value of certain properties); and that all rent receivable by HB Sawston or certain guarantors is to be maintained above certain levels.

Material contracts relating to the Principal JVs

The following is a summary of each contract (not being a contract entered into in the ordinary course of the Issuer's business) that has been entered into by any of the Principal JVs which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Bondholders.

Aareal Bank AG revolving credit facility (€72 million plus PLN40 million)

Overview. On 21 October 2008 (as amended on 26 October 2010 and 22 December 2011), Helical Sosnica Sp. Z.o.o ("**Sosnica**" or "**Sosnica Borrower**") entered into a Polish law governed revolving credit facility agreement with Aareal Bank AG as arranger, lender, facility agent and security agent (the "**Sosnica Facility Agreement**").

The Sosnica Facility Agreement provides an acquisition term loan facility and a development term loan facility (together convertible into an investment term loan facility) and a PLN40 million revolving VAT loan facility to the Sosnica Borrower whose obligations are guaranteed by the Issuer (the "**Sosnica Facility Guarantor**"). The Sosnica Borrower, Helical B.V. and Sosnica Facility Guarantor are together referred to as the "**Sosnica Facility Obligors**".

The Sosnica Facility Obligors' obligations under the Sosnica Facility Agreement are secured by way of (a) charges over the shares of the Sosnica Borrower and (b) fixed charges and pledges over certain assets of the Sosnica Borrower. This means that the lenders will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed (a) under the acquisition term loan facility may be applied towards the partial payment of the acquisition of certain property, (b) under the development term loan facility may be applied towards the repayment of the acquisition term loan facility and towards the financing/refinancing of certain development, operation and maintenance costs, (c) under the investment term loan facility towards the repayment of the development term loan facility and (d) under the revolving VAT loan facility towards the financing or refinancing of VAT payable or paid by the Sosnica Borrower in connection with certain development costs.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the Sosnica Facility Agreement is €16.5 million under the acquisition term loan facility, €55.5 million under the development term loan facility and PLN40 million under the revolving VAT loan facility. As of 31 March 2013, the amount drawn down under these facilities totalled €54.0 million.

Amounts drawn down under the revolving VAT loan facility may be repaid at any time, and as is typical with a revolving credit facility, amounts that are repaid may then be re-borrowed by the borrower during a particular period. The acquisition term loan facility was repaid in full on 29 October 2010. Subject to the fulfillment of certain conditions, the development term loan facility is convertible into an investment facility by 13 December 2013 which, at the option of the Sosnica Borrower, is then repayable after three or five years. The VAT loan facility will be automatically repaid from any VAT refund received by the Sosnica Borrower and any outstanding balance shall be paid in full nine months after practical completion of the Project.

Mandatory prepayment. Upon a sale of certain property, the Sosnica Borrower will be obliged to prepay certain outstanding amounts under the Sosnica Facility Agreement. In addition, the Sosnica Facility Agreement contains certain events of default, including: (a) breach of certain of the Sosnica Borrowers' or Sosnica Facility Guarantor's obligations, (b) cross default provision application if certain financial indebtedness is not paid when due (or after the expiry of any grace period), (c) the initiation of certain insolvency proceedings, (d) a court decision is made in relation to a Sosnica Facility Obligor which is reasonably likely to materially reduce the value of the security granted, (e) there is a change in control of the Sosnica Borrower and (f) any event or series of events which has or is likely to have a material adverse effect. If any event of default occurs the lender could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on activities. The Sosnica Facility Agreement contains representations and warranties and positive and negative covenants and undertakings. In particular, the Sosnica Facility Agreement contains a negative pledge, restrictions on financial indebtedness, mergers and disposals by the Sosnica Borrower and requires the maintenance of leverage limits (i.e. the "loan to value" ratio, being the ratio of the amounts outstanding under the development term loan facility or investment term loan facility as against the valuation of certain properties), specified actual interest cover ratios (i.e. the ratio of net rental income to interest costs), during the term of the investment term loan facility, specified actual debt service cover ratio (being the ratio of annual net rental income to amounts outstanding), during the term of the development loan facility specified actual loan to equity ratios (i.e. the ratio of the outstanding development loan facility or investment loan facility to the amount of

€33,000,000 and a specified actual loan to costs ratio (i.e. the ratio of the amount of the outstanding development loan facility to the amount of the total development costs relating to certain property).

Deutsche Hypothekenbank facility (£44 million)

Overview. On 25 January 2010, HP Properties Limited ("**HP**"), entered into an English law governed facility agreement with Deutsche Hypothekenbank as arranger, lender, agent and security trustee (the "**HP Facility Agreement**").

The HP Facility Agreement provides a term loan facility to HP whose obligations are guaranteed by PH Properties Limited (the "**HP Guarantor**"). HP and the HP Guarantor are together referred to as the "**HP Obligors**".

HP's obligations under the HP Facility Agreement are secured in various ways including by way of (a) charges over the shares of HP and (b) fixed and floating charges over HP's assets and property including certain leases in the Clydebank District. This means that the lender will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the HP Facility Agreement may be used by HP solely for the purpose of financing the acquisition of certain property.

Utilisations and maturity. Subject to certain adjustments, the maximum amount of funds that may be borrowed under the HP Facility Agreement is £44 million. As of 31 March 2013, the amount drawn down under this facility totalled £41.5 million. The maturity date of this facility (being the date that the facility will come to an end) is 28 April 2015.

Mandatory prepayment. If the interest cover ratio (i.e. the ratio of projected net rent to projected interest costs) falls below a certain level or there is a change in control of HP or the HP Guarantor, HP may be obliged to prepay certain outstanding amounts under the HP Facility Agreement.

In addition, the HP Facility Agreement contains certain events of default, including: (a) an event or series of events which has a material adverse effect on the business, operations or financial condition of HP, (b) a cross default provision application if any financial indebtedness of a HP Obligor is either not paid when due (or after the expiry of any grace period), or is cancelled or suspended by a creditor, or declared payable as a result of an event of default and (c) the initiation of certain insolvency proceedings. If any event of default occurs, the lender could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on activities. The HP Facility Agreement contains representations and warranties and positive and negative covenants and undertakings. In particular, the HP Facility Agreement contains a negative pledge, restrictions on financial indebtedness, acquisitions and disposals in each case which apply to HP and requires the maintenance of specified actual and projected interest cover ratios (i.e. the ratio of projected net rental income to projected interest costs), and leverage limits (i.e. the "loan to value" ratio, being the ratio of the amounts outstanding under the facility as against the value of certain property). There are also certain undertakings HP has given in relation to certain property.

HSBC Bank plc facility (£35 million)

Overview. On 31 March 2011, Barts Two Investment Property Limited ("**Barts**") entered into an English law governed term loan facility agreement with HSBC as lender (the "**Barts Facility Agreement**"). The Barts Facility Agreement was subsequently amended and restated on 6 February 2012.

The Barts Facility Agreement provides a term loan facility to Barts. Barts' obligations under the Barts Facility Agreement are secured by way of charges over the entire issued share capital and/or assets of certain of the Issuer's subsidiaries. This means that HSBC will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the Barts Facility Agreement may be used by Barts to finance or refinance the acquisition of certain property.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the Barts Facility Agreement is dependent on the value of certain property. As of 31 March 2013, the amount drawn down under this facility totalled £35 million. The maturity date of this facility (being the date that the facility will come to an end) is 31 March 2015.

Mandatory repayment. HSBC may request mandatory repayment of any outstanding amounts under the Barts Facility Agreement if the Issuer and The Baupost Group LLC together or individually cease to directly or indirectly own and control Barts. In addition, the Barts Facility Agreement contains certain events of default, including (a) on the occurrence of a cross default, whereby Barts fails to repay any financial indebtedness when due (or after the expiry of any applicable grace period), (b) the initiation of certain insolvency proceedings and (c) the occurrence of an event or series of events which has or could reasonably be expected to have a material adverse effect on Two Barts Limited and Barts' business, operations and assets, and ability to perform their obligations under the Barts Facility Agreement. If any event of default occurs, HSBC could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on activities. The Barts Facility Agreement contains certain representations and warranties and positive and negative covenants and undertakings. In particular, Barts Facility Agreement contains restrictions on incurring financial indebtedness and acquisitions and disposals. The Barts Facility Agreement also contains a negative pledge, restricting Barts from creating any security over its assets. Barts is also required to maintain adequate leverage limits (i.e. the "loan to value" ratio, being the ratio of amounts outstanding under the facility as against the value of the properties to which the financing relates).

HSBC Bank plc facility (£31 million)

Overview. On 19 December 2012, City Road (Jersey) Limited, Old Street Trustee (Jersey) 1 Limited and Old Street Trustee (Jersey) 2 Limited (together, the "**City Road Borrowers**") entered into an English law governed term loan facility agreement with HSBC as lender (the "**City Road Finance Agreement**").

The City Road Finance Agreement provides a term loan facility to the City Road Borrowers. Each of the City Road Borrowers' obligations are guaranteed by one another, whilst the interest payment obligations (but not capital payment obligations) for each of the City Road Borrowers are guaranteed by the Issuer and Crosstree Real Estate Special Situations Fund LP.

Each of the City Road Borrowers' obligations under the City Road Facility Agreement are secured by way of charges over the issued share capital of City Road (Jersey) Limited, the assets of City Road (Jersey) Limited and certain contractual rights of the Issuer, Old Street Finance Limited and City Road Finance Limited. This means that HSBC will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the City Road Finance Agreement may be used by the City Road Borrowers to make capital contributions in cash to Old Street Limited.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the City Road Finance Agreement is £31 million and as of 31 March 2013, this facility was fully drawn. The maturity date of this facility (being the date that the facility will come to an end) is the date three years following drawdown of funds under the loan.

Mandatory repayment. HSBC may request mandatory repayment of any outstanding amounts under the City Road Finance Agreement if there is a change in ownership of City Road (Jersey) Limited or certain unit trusts without HSBC's consent. In addition, the City Road Finance Agreement contains certain events of default, including (a) on the occurrence of a cross default, whereby any of the City Road Borrowers fails to repay any financial indebtedness when due (or after the expiry of any applicable grace period), (b) the initiation of certain insolvency proceedings and (c) the occurrence of an event or series of events which has or could reasonably be expected to have a material adverse effect on any of the City Road Borrowers' business, operations and assets, and ability to perform their obligations under the City Road Finance Agreement. If any event of default occurs, HSBC could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on activities. The City Road Finance Agreement contains certain undertakings provided by the City Road Borrowers to HSBC. In particular, the City Road Finance Agreement contains certain restrictions on certain acquisitions and disposals. The City Road Finance Agreement also contains a negative pledge, restricting the City Road Borrowers from creating or permitting to subsist any security over their assets. The City Road Agreement requires the City Road Borrowers to maintain leverage limits (i.e. the "loan to value" ratio, being the ratio of amounts outstanding under the facility as against the value of the properties to which the financing relates and the ratio of the value of net rental income generated by those properties against interest costs).

The Royal Bank of Scotland plc facility (£3 million)

Overview. On 7 July 2004 (as amended on 12 August 2009, 18 October 2012 and 8 January 2013), Abbeygate Helical (Leisure Plaza) Limited ("**Abbeygate**") entered into an English law governed loan agreement with RBS as lender (the "**Abbeygate Loan Agreement**").

The Abbeygate Loan Agreement provides a loan facility to Abbeygate whose obligations are guaranteed by the Issuer. Abbeygate and the Issuer are together referred to as the "**Abbeygate Obligors**".

The Abbeygate Obligors' obligations under the Abbeygate Loan Agreement are secured by way of a legal charge over the development property of Abbeygate, and fixed and floating charges over other assets of the Abbeygate. This means that the lender will have priority in respect of these secured assets and, as a result, for example, in the event of insolvency proceedings would be paid the debt owed to them ahead of any other creditors (except for any creditors which are preferred by operation of law).

Purpose. Funds borrowed under the Abbeygate Loan Agreement may be used by Abbeygate for the sole purpose of refinancing the acquisition of certain property.

Utilisations and maturity. The maximum amount of funds that may be borrowed under the Abbeygate Loan Agreement is £3 million and as of 31 March 2013 this facility was fully drawn. The maturity date of this facility (being the date that the facility will come to an end pursuant to the Abbeygate Loan Agreement) is 7 October 2014.

Mandatory prepayment. Upon the sale of certain property, Abbeygate will be obliged to prepay outstanding amounts of the loan. In addition, the Abbeygate Loan Agreement contains certain events of default, including: (a) a cross default provision application if a debt of any Abbeygate Obligor (above a certain threshold in the case of the Issuer) is not paid when due (or after the expiry of any grace period, (b) the initiation of certain insolvency proceedings and (c) if the Issuer and Abbeygate Development Limited's shareholdings in Abbeygate fall below 50 per cent. respectively. If any event of default occurs the lender could require, amongst other things, that all outstanding amounts are repaid immediately.

Controls on activities. The Abbeygate Loan Agreement contains representations and warranties and positive and negative covenants and undertakings. In particular, the Abbeygate Loan Agreement contains a negative pledge and restrictions on financial indebtedness and disposals, in each case which apply to Abbeygate, and requires the maintenance of specified leverage limits (i.e. the "loan to value" ratio, being the ratio of the amounts outstanding under the loan as against the market value of certain property).

7

SELECTED FINANCIAL INFORMATION

This section sets out important historical financial information relating to the Group.

SELECTED FINANCIAL INFORMATION

The following tables set out in summary form the consolidated income statement, balance sheet and statement of cash flows of the Issuer for the years ended 31 March 2011, 2012 and 2013 and as of and for the six month periods ended 30 September 2011 and 2012. Such information is extracted (without material adjustment) from, and is qualified by reference to and should be read in conjunction with, the audited consolidated annual financial statements of the Issuer for the years ended 31 March 2011 and 2012 and the consolidated preliminary results of the Issuer for the year ended 31 March 2013 and unaudited, but reviewed, consolidated financial statements of the Issuer for the six month periods ended 30 September 2011 and 2012, each of which is incorporated by reference in this Prospectus:

Group income statement

	Year ended 31 March			Six months ended 30 September	
	2011	**2012**	**2013**	**2011** *(unaudited)*	**2012** *(unaudited)*
			(£000)		
Revenue	**119,059**	**52,968**	**65,439**	**31,333**	**44,225**
Net rental income	14,187	17,876	19,578	8,354	9,794
Development property profit/(loss)	(16,642)	655	6,956	1,845	4,739
Trading property loss	(367)	–	(1)	–	(6)
Share of results of joint ventures	2,886	2,472	3,854	1,028	1,219
Other operating income/(expense)	(358)	113	(547)	111	2
Gross profit/(loss) before net gain on sale and revaluation of investment properties	**(294)**	**21,116**	**29,840**	**11,338**	**15,748**
Net gain on sale and revaluation of investment properties	7,512	3,288	1,335	486	557
Impairment of available-for-sale assets	(1,817)	–	–	–	–
Gross profit	**5,401**	**24,404**	**31,175**	**11,824**	**16,305**
Administrative expenses	(7,050)	(7,800)	(14,920)	(3,264)	(4,957)
Operating profit/(loss)	**(1,649)**	**16,604**	**16,255**	**8,560**	**11,348**
Finance costs	(6,992)	(8,409)	(9,577)	(3,499)	(5,042)
Finance income	652	583	887	227	258
Change in fair value of derivative financial instruments	1,776	(306)	(2,573)	(1,434)	(659)
Foreign exchange losses	(67)	(1,064)	17	255	(662)
Profit/(loss) before tax	**(6,280)**	**7,408**	**5,009**	**4,109**	**5,243**
Taxation on profit/(loss) on ordinary activities	2,391	158	815	(126)	(1,169)
Profit/(loss) after tax	**(3,889)**	**7,566**	**5,824**	**3,983**	**4,074**
– attributable to equity shareholders	(3,887)	7,575	5,867	3,983	4,081
– attributable to non-controlling interests	(2)	(9)	(43)	–	(7)
Profit/(loss) for the year	**(3,889)**	**7,566**	**5,824**	**3,983**	**4,074**
Basic earnings/(loss) per share	**(3.6p)**	**6.5p**	**5.0p**	**3.4p**	**3.5p**
Diluted earnings/(loss) per share	**(3.6p)**	**6.5p**	**5.0p**	**3.4p**	**3.5p**

Group statement of comprehensive income

	Year ended 31 March			Six months ended 30 September	
	2011	**2012**	**2013**	**2011** *(unaudited)*	**2012** *(unaudited)*
			(£000)		
Profit/(loss) for the year	**(3,889)**	**7,566**	**5,824**	**3,983**	**4,074**
Other comprehensive income					
Impairment of available-for-sale investments	(12,169)	(3,521)	(1,304)	–	(432)
Associated deferred tax on the impairment	3,222	–	–	–	–
Exchange difference on retranslation of net investments in foreign operations	(14)	(39)	(212)	(23)	(34)
Total comprehensive income/ (expense) for the year	**(12,850)**	**4,006**	**4,308**	**3,960**	**3,608**
– attributable to equity shareholders	(12,848)	4,015	4,351	3,960	3,615
– attributable to non-controlling interests	(2)	(9)	(43)	–	(7)
Total comprehensive income/ (expense) for the year	**(12,850)**	**4,006**	**4,308**	**3,960**	**3,608**

Group balance sheet

	As of 31 March 2011	As of 31 March 2012	As of 31 March 2013	As of 30 September 2012 *(unaudited)*
		(£000)		
Non-current assets				
Investment properties held for sale	19,350	–	–	–
Total	**19,350**	**–**	**–**	**–**
Investment properties	252,526	326,876	312,026	326,601
Owner occupied property, plant and equipment	1,497	1,251	1,153	1,138
Investment in joint ventures	36,064	40,592	49,890	41,344
Derivative financial instruments	793	629	146	260
Trade and other receivables	–	–	6,325	6,141
Goodwill	14	–	–	–
Deferred tax asset	8,879	9,050	10,381	8,010
Total	**299,773**	**378,398**	**379,921**	**383,494**
Total non–current assets	**319,123**	**378,398**	**379,921**	**383,494**
Current assets				
Land, developments and trading properties	147,542	99,741	92,874	86,810
Available-for-sale investments	10,505	7,003	5,997	6,766
Trade and other receivables	35,783	23,076	38,017	24,256
Corporation tax receivable	1,069	1,178	–	–
Cash and cash equivalents	31,327	35,411	36,863	38,893
Total	**226,226**	**166,409**	**173,751**	**156,725**
Total assets	**545,349**	**544,807**	**553,672**	**540,219**
Current liabilities				
Trade and other payables	(45,224)	(24,807)	(34,929)	(29,477)
Corporation tax receivable	–	–	(70)	(21)
Borrowings	(37,500)	(59,203)	(39,295)	(81,088)
Total	**(82,724)**	**(84,010)**	**(74,294)**	**(110,586)**
Non-current liabilities				
Borrowings	(199,917)	(203,992)	(220,446)	(172,137)
Derivative financial instruments	(7,311)	(3,075)	(5,164)	(3,365)
Total	**(207,228)**	**(207,067)**	**(225,610)**	**(175,502)**
Total liabilities	**(289,952)**	**(291,077)**	**(299,904)**	**(286,088)**
Net assets	**255,397**	**253,730**	**253,768**	**254,131**
Equity				
Called-up share capital	1,447	1,447	1,447	1,447
Share premium account	98,678	98,678	98,678	98,678
Revaluation reserve	3,495	2,612	10,593	2,608
Capital redemption reserve	7,478	7,478	7,478	7,478
Other reserves	291	291	291	291
Retained earnings	143,886	143,111	135,211	143,523
Equity attributable to equity holders of the parent	**255,275**	**253,617**	**253,698**	**254,025**
Non-controlling interests	122	113	70	106
Total equity	**255,397**	**253,730**	**253,768**	**254,131**

Group cash flow statement

	Year ended 31 March			Six months ended 30 September	
	2011	**2012**	**2013**	**2011** *(unaudited)*	**2012** *(unaudited)*
			(£000)		
Cash flows from operating activities					
Profit/(loss) before tax	(6,280)	7,408	5,009	4,109	5,243
Depreciation	328	309	340	164	140
Revaluation gain on investment properties	(2,670)	(3,664)	(3,723)	(1,223)	(739)
Loss/(gain) on sales of investment properties	(4,842)	376	2,388	737	182
Net financing costs	6,340	7,826	8,690	3,272	4,822
Impairment of available-for-sale assets	1,817	–	–	–	–
Change in value of derivative financial instruments	(1,776)	306	2,573	1,434	659
Share based payment charge/(credit)	(196)	35	1,864	(329)	766
Share of results of joint ventures	(2,886)	(2,472)	(3,854)	(1,028)	(1,219)
Fair value adjustment for disposal of interest in subsidiary	–	(4,278)	–	–	–
Foreign exchange movement	228	896	(211)	(239)	496
Other non-cash items	2	7	–	14	–
Cash inflow/(outflow) from operations before changes in working capital	**(9,935)**	**6,749**	**13,076**	**6,911**	**10,350**
Change in trade and other receivables	2,822	12,503	(21,470)	11,570	(7,772)
Change in land, developments and trading properties	38,867	19,691	9,520	6,312	13,700
Change in trade and other payables	5,079	(19,617)	10,637	(21,645)	5,374
Cash inflow generated from operations	**36,833**	**19,326**	**11,763**	**3,148**	**21,652**
Finance costs	(11,264)	(13,119)	(13,104)	(5,994)	(7,133)
Finance income	465	623	887	257	320
Tax received/(paid)	(68)	–	732	(128)	1,250
Total	**(10,867)**	**(12,496)**	**(11,485)**	**(5,865)**	**(5,563)**
Cash flows from operating activities	25,966	6,830	278	(2,717)	16,089
Cash flows from investing activities					
Purchase of investment property	(77,864)	(102,750)	(5,141)	(12,532)	(2,775)
Sale of investment property	32,810	50,434	21,910	46,152	3,572
Proceeds from sale of derivative financial instruments	568	–	–	–	–
Cost of acquiring derivative financial instruments	(744)	(1,276)	–	(932)	–
Cost of cancelling interest rate swap	(71)	(3,102)	(1)	(891)	–
Investment in joint ventures	(9,520)	–	(6,622)	–	–
Return of investment in joint ventures	1,970	2,098	751	683	367
Dividends from joint ventures	756	500	–	–	–
Sale of plant and equipment	2	7	–	–	–
Purchase of leasehold improvements, plant and equipment	(189)	(63)	(242)	(37)	(33)
Net cash generated from/(used in) investing activities	(52,282)	(54,152)	10,655	32,443	1,131

	Year ended 31 March			Six months ended 30 September	
	2011	2012	2013	2011 (unaudited)	2012 (unaudited)
			(£000)		
Cash flows from financing activities					
Issue of shares	27,958	–	–	–	–
Borrowings drawn down	56,536	206,637	33,682	31,430	5,971
Borrowings repaid	(61,523)	(149,501)	(37,001)	(42,073)	(15,685)
Equity dividends paid	(5,031)	(5,708)	(6,134)	(3,663)	(3,973)
Net cash generated from/(used in) financing activities	17,940	51,428	(9,453)	(14,306)	(13,687)
Net increase/(decrease) in cash and cash equivalents	(8,376)	4,106	1,480	15,420	3,533
Exchange losses on cash and cash equivalents	(97)	(22)	(28)	(21)	(51)
Cash and cash equivalents at start of period	39,800	31,327	35,411	31,327	35,411
Cash and cash equivalents at end of period	**31,327**	**35,411**	**36,863**	**46,726**	**38,893**

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SUBSCRIPTION AND SALE

This section contains a description of the material provisions of the Subscription Agreement.

SUBSCRIPTION AND SALE

Under a subscription agreement expected to be dated on or about 20 June 2013 (the "**Subscription Agreement**"), the Manager is expected to agree to procure subscribers for the Bonds at the issue price of 100 per cent. of the nominal amount of the Bonds, less arrangement, management and applicable distribution fees. The Manager will receive fees of up to 0.65 per cent. of the nominal amount of the Bonds. Authorised Offerors are also eligible to receive a distribution fee of 0.5 per cent. of the nominal amount of the Bonds allotted to them. The Issuer will also reimburse the Manager in respect of certain of its expenses, and is expected to agree to indemnify the Manager against certain liabilities, incurred in connection with the issue of the Bonds. The Subscription Agreement may be terminated in certain circumstances prior to payment of the Issuer. The issue of the Bonds will not be underwritten by the Manager, the Authorised Offerors or any other person.

Selling restrictions

Under the terms of the Subscription Agreement, the Issuer and the Manager have agreed to comply with the selling restrictions set out below. The Authorised Offerors are also required to comply with these restrictions under the Authorised Offeror Terms. See Section 11 (*Important Legal Information – Consent*).

United States

The Bonds have not been and will not be registered under the Securities Act and the Bonds are subject to U.S. tax law requirements. Subject to certain exceptions, the Bonds may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons. The Manager has agreed that it will not offer, sell or deliver any Bonds within the United States or to, or for the account or benefit of, U.S. persons.

United Kingdom

The Manager has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) received by it in connection with the issue or sale of any Bonds in circumstances in which section 21(1) of FSMA would not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to any Bonds in, from or otherwise involving the United Kingdom.

Jersey

The Manager has represented and agreed that it has not made and will not make an offer of Bonds which are the subject of the offering contemplated by this Prospectus, save to the extent that such Manager is authorised, or otherwise permitted, to do so pursuant to the Financial Services (Jersey) Law 1998 and/or the Control of Borrowing (Jersey) Order 1958.

Guernsey

The Manager has represented and agreed that:

(a) the Bonds cannot be marketed, offered or sold in or to persons resident in Guernsey other than in compliance with the licensing requirements of the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended, and the regulations enacted thereunder, or any exemption therefrom;

(b) this Prospectus has not been approved or authorised by the Guernsey Financial Services Commission for circulation in Guernsey; and

(c) this Prospectus may not be distributed or circulated, directly or indirectly, to any persons in the Bailiwick of Guernsey other than:

    (i) a person licensed to do so under the terms of the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended; or

(ii) to those persons regulated by the Guernsey Financial Services Commission as licensees under the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended, the Banking Supervision (Bailiwick of Guernsey) Law 1994, the Insurance Business (Bailiwick of Guernsey) Law 2002 or the Regulation of Fiduciaries, Administration Business and Company Directors etc. (Bailiwick of Guernsey) Law 2000.

Isle of Man

The Manager has represented and agreed that the Bonds cannot be marketed, offered or sold in, or to persons resident in, the Isle of Man, other than in compliance with the licensing requirements of the Isle of Man Financial Services Act 2008 and the Regulated Activities Order 2011 or any exemption therefrom.

Public offer selling restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), the Manager has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Bonds which are the subject of the offering contemplated by this Prospectus to the public in that Relevant Member State other than the offers contemplated in the Prospectus in the United Kingdom from the time the Prospectus has been approved by the competent authority in the United Kingdom and published in accordance with the Prospectus Directive as implemented in the United Kingdom until the Issue Date or such later date as the Issuer may permit, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Bonds to the public in that Relevant Member State:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 100, or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the Manager; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Bonds referred shall require the Issuer or the Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

In this provision, the expression an "**offer of Bonds to the public**" in relation to any Bonds in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Bonds, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/ED (and amendments thereto, including the 2010 PD Amending Directive to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression "**PD Amending Directive**" means Directive 2010/73/EU.

General

No action has been taken by the Issuer or the Manager that would, or is intended to, permit a public offer of the Bonds in any country or jurisdiction where any such action for that purpose is required. Accordingly, the Manager has agreed that it will comply to the best of its knowledge and belief in all material respects with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Bonds or has in its possession or distributes this Prospectus or any amendment or supplement thereto or any other offering material, in all cases at its own expense.

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INFORMATION INCORPORATED BY REFERENCE

This section contains a description of the information that is deemed to be incorporated by reference in this Prospectus.

INFORMATION INCORPORATED BY REFERENCE

The following documents have been filed with the FCA (the "**Filed Documents**"):

(a) the annual report and accounts of the Issuer for the year ended 31 March 2011;

(b) the annual report and accounts of the Issuer for the year ended 31 March 2012;

(c) the half year statement of the Issuer for the six months ended 30 September 2012; and

(d) the consolidated preliminary results of the Issuer for the year ended 31 March 2013.

The tables below set out the page number references for certain sections of the Filed Documents. The sections denoted by those page number references form part of this Prospectus and are referred to in this Prospectus as the "**information incorporated by reference**".

Audited and consolidated annual financial statements of the Issuer for the financial year ended 31 March 2011 as contained in the Issuer's annual report and accounts 2011

Information incorporated by reference into this Prospectus	Page number in Annual Report and Accounts 2011
Consolidated income statement	Page 58
Consolidated statement of comprehensive income	Page 59
Group and company balance sheets	Pages 60-61
Group and company cash flow statements	Page 62
Group and company statements of changes in equity	Page 63
Notes to the financial statements	Pages 64-88
Independent auditors' report	Page 55

Audited and consolidated annual financial statements of the Issuer for the financial year ended 31 March 2012 as contained in the Issuer's annual report and accounts 2012

Information incorporated by reference into this Prospectus	Page number in Annual Report and Accounts 2012
Consolidated income statement	Page 62
Consolidated statement of comprehensive income	Page 63
Group and company balance sheets	Pages 64-65
Group and company cash flow statements	Page 66
Group and company statements of changes in equity	Page 67
Notes to the financial statements	Pages 68-98
Independent auditors' report	Page 61

Unaudited, but reviewed, consolidated annual financial statements of the Issuer for the six months ended 30 September 2012 (including corresponding figures for 2011) as contained in the Issuer's half year statement 2012

Information incorporated by reference into this Prospectus	Page number in unaudited and consolidated annual financial statements of the Issuer for the six months ended 30 September 2012
Consolidated income statement	Page 11
Consolidated statement of comprehensive income	Page 11
Consolidated balance sheet	Pages 13-14
Consolidated cash flow statement	Page 15
Consolidated statement of changes in equity	Page 16
Unaudited notes to the half year statement	Pages 17-29
Independent review report to the members of Helical Bar plc	Page 10

Consolidated preliminary results of the Issuer for the year ended 31 March 2013

Information incorporated by reference into this Prospectus	Page number in consolidated preliminary results of the Issuer for the year ended 31 March 2013
Consolidated income statement	Page 24
Consolidated statement of comprehensive income	Page 24
Consolidated and company balance sheets	Pages 25
Consolidated and company cash flow statements	Page 26
Consolidated and company statements of changes in equity	Page 27
Notes to the financial statements	Pages 28-43

To the extent that any statement that is contained in the information incorporated by reference is modified or superseded (whether expressly, by implication or otherwise) for the purpose of this Prospectus by a statement contained in this Prospectus, such statements will not, except as so modified or superseded, form a part of this Prospectus.

Any documents which are themselves incorporated by reference in the information incorporated by reference in this Prospectus will not form part of this Prospectus.

Those parts of the Filed Documents other than the information incorporated by reference are either not relevant for prospective investors in the Bonds or the relevant information is included elsewhere in this Prospectus.

Physical copies of the Filed Documents can be obtained without charge from the registered office of the Issuer at 11-15 Farm Street, London W1J 5RS and electronic copies of such documents can be obtained at the Issuer's website at *www.helical.co.uk/investors*.

The financial statements as at and for the year ended 31 March 2013 contained within the Issuer's preliminary results for the year ended 31 March 2013 have been prepared in accordance with the Listing Rules of the FCA relating to preliminary results using figures extracted from the audited annual financial statements of the Issuer. They have not been audited but are derived from the audited annual financial statements of the Issuer. They do not, however, include all of the information that will be included in the audited annual financial statements of the Issuer. Furthermore, the financial information included in the Issuer's preliminary results for the year ended 31 March 2013 does not constitute audited statutory accounts within the meaning of section 434 of the Companies Act 2006. Statutory accounts for the year ended 31 March 2013 were approved by the Directors of the Issuer on 23 May 2013 and will be delivered to the Registrar of Companies following publication. The Issuer, being the person responsible for the financial information included in the preliminary results for the year ended 31 March 2013 approves such financial information. Grant Thornton UK LLP (as auditors of the Issuer) has agreed that this financial information is substantially consistent with the final figures to be published in the next audited annual financial statements of the Issuer. As stated in note 1 on page 28 of the Issuer's preliminary results for the year ended 31 March 2013, the annual financial statements of the Issuer have been audited.

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ADDITIONAL INFORMATION

You should be aware of a number of other matters that may not have been addressed in detail elsewhere in this Prospectus.

These include the availability of certain relevant documents for inspection, confirmations from the Issuer and details of the listing of the Bonds

ADDITIONAL INFORMATION

1. Listing and admission to trading of the Bonds

It is expected that the admission of the Bonds to the Official List will be granted on or about 25 June 2013. Application will be made to the UK Listing Authority for the Bonds to be admitted to the Official List and to the London Stock Exchange for such Bonds to be admitted to trading on the Regulated Market and through the ORB. Admission of the Bonds to trading is expected to occur on 25 June 2013.

The amount of expenses related to the admission to trading of the Bonds will be specified in the Sizing Announcement.

The London Stock Exchange's regulated market is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments ("**MiFID**"). MiFID governs the organisation and conduct of the business of investment firms and the operation of regulated markets across the European Economic Area in order to seek to promote cross-border business, market transparency and the protection of investors.

2. Issuer's authorisation to issue the Bonds

The issue of the Bonds was duly authorised by a resolution of the Board of Directors of the Issuer passed on 10 April 2013 and a resolution of a committee of the Board of Directors of the Issuer passed on 3 June 2013.

The Issuer has obtained all necessary consents, approvals and authorisations in England and Wales in connection with the issue and performance of the Bonds.

3. Significant or material change statement

There has been no significant change in the financial or trading position of the Issuer or the Group since 31 March 2013 and there has been no material adverse change in the prospects of the Issuer or the Group since 31 March 2012.

4. Litigation statement

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 month period preceding the date of this Prospectus which may have, or have had in the recent past, significant effects on the Issuer and/or Group's financial position or profitability.

5. Clearing systems information and Bond security codes

The Bonds will initially be represented by a global Bond (the "**Global Bond**"), which will be deposited with a common depository for Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**") on or about the Issue Date. The Global Bond will be exchangeable for definitive Bonds ("**Definitive Bonds**") in bearer form in the denomination of £100 not less than 60 days following the request of the Issuer or the holder in the limited circumstances set out in it. See Appendix C (*Summary of Provisions Relating to the Bonds while in Global Form in the Clearing Systems*) of this Prospectus.

The Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg. In addition, the Bonds will be accepted for settlement in CREST *via* the CDI mechanism. Interests in the Bonds may also be held through CREST through the issuance of CDIs representing the Underlying Bonds. You should note that the CDIs are the result of the CREST settlement mechanics and are not the subject of this Prospectus. The ISIN for the Bonds is XS0942129957 and the Common Code is 094212995.

The address of Euroclear is Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels, the address of Clearstream, Luxembourg is Clearstream Banking *société anonyme*, 42 Avenue JF Kennedy, L-1855 Luxembourg and the address of CREST is Euroclear UK & Ireland, 33 Cannon Street, London EC4M 5SB.

6. Documents available for inspection

For the period of 12 months following the date of this Prospectus, copies of the following documents will, when published, be available for inspection from the registered office of the Issuer:

(a) the memorandum and articles of association of the Issuer;

(b) the audited consolidated financial statements of the Issuer in respect of the financial years ended 31 March 2011 and 2012, in each case together with the audit reports prepared in connection therewith;

(c) the consolidated preliminary results of the Issuer in respect of the financial year ended 31 March 2013;

(d) the most recently published interim financial statements (if any) of the Issuer, together with any audit or review reports prepared in connection therewith;

(e) the Trust Deed and the Paying Agency Agreement;

(f) a copy of this Prospectus;

(g) the Filed Documents; and

(h) any future prospectuses and supplements to this Prospectus and any other documents incorporated therein by reference.

7. Auditors

The consolidated financial statements of the Issuer for the financial years ended 31 March 2011 and 2012 have been audited without qualification by Grant Thornton UK LLP, members of the Institute of Chartered Accountants of England and Wales, of Grant Thornton House, Melton Street, Euston Square, London NW1 2EP, United Kingdom.

8. Material and conflicts of interest in the offer

So far as the Issuer is aware, no person involved in the offer of the Bonds has an interest material to the offer. There are no conflicts of interest which are material to the offer of the Bonds.

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IMPORTANT LEGAL INFORMATION

This section contains some important legal information regarding the basis on which this Prospectus may be used, forward-looking statements and other matters.

IMPORTANT LEGAL INFORMATION

This Prospectus has been prepared on a basis that permits a "**Public Offer**" (being an offer of Bonds that is not within an exemption from the requirement to publish a prospectus under Article 5.4 of the Prospectus Directive) in the United Kingdom. Any person making or intending to make a Public Offer of Bonds in the United Kingdom on the basis of this Prospectus must do so only with the Issuer's consent – see "Consent given in accordance with Article 3.2 of the Prospectus Directive" below.

Consent given in accordance with Article 3.2 of the Prospectus Directive

In the context of any Public Offer of Bonds in the United Kingdom, the Issuer accepts responsibility, in the United Kingdom, for the content of this Prospectus under section 90 of FSMA in relation to any person in the United Kingdom to whom an offer of any Bonds is made by a financial intermediary (including Numis Securities Limited) to whom the Issuer has given its consent to use the Prospectus, where the offer is made in compliance with all conditions attached to the giving of such consent. Such consent and the attached conditions are described below under "Consent" below.

Except in the circumstances described below, neither the Issuer nor the Manager has authorised the making of any Public Offer and the Issuer has not consented to the use of this Prospectus by any other person in connection with any offer of the Bonds. Any offer made without the consent of the Issuer is unauthorised and neither the Issuer nor the Manager accept any responsibility in relation to such offer.

If, in the context of a Public Offer, you are offered Bonds by a person which is not an Authorised Offeror, you should check with such person whether anyone is responsible for this Prospectus for the purpose of section 90 of FSMA in the context of the Public Offer and, if so, who that person is. If you are in any doubt about whether you can rely on this Prospectus and/or who is responsible for its contents, you should take legal advice.

Consent

The Issuer consents to the use of this Prospectus in connection with any Public Offer of Bonds in the United Kingdom during the Offer Period by:

(ii) the Manager; and

(iii) any financial intermediary (an "**Authorised Offeror**") which satisfies the Authorised Offer Terms and other conditions as set out below.

The "**Authorised Offeror Terms**" are that the relevant financial intermediary represents and agrees that it:

(a) is authorised to make such offers under Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments ("**MiFID**") (in which regard, you should consult the register of authorised entities maintained by the FCA at *www.fca.org.uk/firms/systems-reporting/register*). MiFID governs the organisation and conduct of the business of investment firms and the operation of regulated markets across the European Economic Area in order to seek to promote cross-border business, market transparency and the protection of investors;

(b) acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "**Rules**"), including the Rules published by the FCA (including its guidance for distributors in "The Responsibilities of Providers and Distributors for the Fair Treatment of Customers") from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Bonds by any person and disclosure to any potential investor;

(c) complies with the restrictions set out under Section 8 (*Subscription and Sale – Selling restrictions*) in this Prospectus which would apply as if the relevant financial intermediary was the Manager;

(d) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Bonds does not violate the Rules and is fully and clearly disclosed to investors or potential investors;

(e) holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Bonds under the Rules, including authorisation under FSMA and/or the Financial Services Act 2012;

(f) complies with applicable anti-money laundering, anti-bribery and "know your client" Rules, and does not permit any application for Bonds in circumstances where the financial intermediary has any suspicions as to the source of the application monies;

(g) retains investor identification records for at least the minimum period required under applicable Rules, and will, if so requested and to the extent permitted by the Rules, make such records available to the Manager and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the Manager in order to enable the Issuer and/or the Manager to comply with anti-money laundering, anti-bribery and "know your client" Rules applying to the Issuer and/or the Manager;

(h) does not, directly or indirectly, cause the Issuer or the Manager to breach any Rule or subject the Issuer or the Manager to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;

(i) agrees and undertakes to indemnify each of the Issuer and the Manager (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the Manager; and

(j) agrees and accepts that:

    (i) the contract between the Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the Issuer's offer to use the Prospectus with its consent in connection with the relevant Public Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;

    (ii) the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Authorised Offeror Contract (including a dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) and accordingly submits to the exclusive jurisdiction of the English courts; and

    (iii) the Manager will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit, including the agreements, representations, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms.

Any financial intermediary who wishes to use this Prospectus in connection with a Public Offer as set out above is required, for the duration of the Offer Period, to publish on its website that it is using this Prospectus for such Public Offer in accordance with the consent of the Issuer and the conditions attached thereto in the following form (with the information in square brackets completed with the relevant information):

> *"We, [insert legal name of financial intermediary], refer to the 6.00 per cent. sterling Bonds due 2020 of Helical Bar plc. We hereby accept the offer by Helical Bar plc of its consent to our use of the Prospectus dated 4 June 2013 relating to the Bonds in connection with the offer of the Bonds in the United Kingdom (the "Public Offer") in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Prospectus, and we are using the Prospectus in connection with the Public Offer accordingly".*

A Public Offer may be made, subject to the conditions set out above, during the Offer Period by any of the Issuer, the Manager or the other Authorised Offerors.

Other than as set out above, neither the Issuer nor the Manager has authorised the making of any Public Offer by any person in any circumstances and such person is not permitted to use this Prospectus in connection with any offer of Bonds. Any such offers are not made on behalf of the Issuer or by the Manager or other Authorised Offerors and none of the Issuer or the Manager or other Authorised Offerors has any responsibility or liability for the actions of any person making such offers.

Arrangements between you and the financial intermediaries who will distribute the Bonds

Neither the Issuer nor the Manager has any responsibility for any of the actions of any Authorised Offeror (except for the Manager, where it is acting in the capacity of a financial intermediary), including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

If you intend to acquire or do acquire any Bonds from an Authorised Offeror, you will do so, and offers and sales of the Bonds to you by such an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and you including as to price, allocations and settlement arrangements (see Section 4 (*How to Apply for the Bonds*)). The Issuer will not be a party to any such arrangements with you in connection with the offer or sale of the Bonds and, accordingly, this Prospectus does not contain such information. The information relating to the procedure for making applications will be provided by the relevant Authorised Offeror to you at the relevant time. None of the Issuer or the Manager or other Authorised Offerors has any responsibility or liability for such information.

Notice to investors

The Bonds may not be a suitable investment for all investors. You must determine the suitability of any investment in light of your own circumstances. In particular, you may wish to consider, either on your own or with the help of your financial and other professional advisers, whether you:

(a) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus (and any applicable supplement to this Prospectus);

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact the Bonds will have on your overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including where the currency for principal or interest payments (sterling) is different from the currency which you usually use;

(d) understand thoroughly the terms of the Bonds and are familiar with the behaviour of the financial markets; and

(e) are able to evaluate possible scenarios for economic, interest rate and other factors that may affect your investment and your ability to bear the applicable risks.

No person is or has been authorised by the Issuer, the Manager or the Trustee to give any information or to make any representation not contained in or not consistent with this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Manager or the Trustee.

Neither the publication of this Prospectus nor the offering, sale or delivery of the Bonds shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date of this Prospectus or that there has been no adverse change in the financial position of the Issuer since the date of this Prospectus or that any other information supplied in connection with the offering of the Bonds is correct as of any time subsequent to the date indicated in the document containing the same. Neither the Manager nor the Trustee undertake to review the financial condition or affairs of the Issuer during the life of the Bonds or to advise any investor in the Bonds of any information coming to their attention.

Neither this Prospectus nor any other information supplied in connection with the offering of the Bonds should be considered as a recommendation by the Issuer, the Manager or the Trustee that any recipient of this Prospectus or any other information supplied in connection with the offering of the Bonds should purchase any Bonds. Each potential purchaser of Bonds should determine for itself the relevance of the information contained in this Prospectus and any purchase of Bonds should be based upon such investigation as it deems necessary.

The Manager and the Trustee

Neither the Manager nor the Trustee has independently confirmed the information contained in this Prospectus. No representation, warranty or undertaking, express or implied, is made by the Manager or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information provided by the Issuer in connection with the offering of the Bonds. Neither the Manager nor the Trustee accepts liability in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer in connection with the offering of the Bonds or their distribution.

The Manager and its affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business.

No incorporation of websites

The contents of the websites of the Group do not form part of this Prospectus, and you should not rely on them.

Forward-looking statements

This Prospectus includes statements that are, or may be deemed to be, 'forward-looking statements'. These forward-looking statements can be identified by the use of forward-looking expressions, including the terms 'believes', 'estimates', 'anticipates', 'expects', 'intends', 'may', 'will', or 'should' or, in each case, their negative or other variations or similar expressions, or by discussions of strategy, plans, objectives, goals, future events or intentions. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Prospectus and include, but are not limited to, the following: statements regarding the intentions, beliefs or current expectations of the Issuer and the Group concerning, amongst other things, the Group's results of operations, financial condition, liquidity, prospects, growth, strategies and the industries in which the Group operates.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements are not guarantees of future performance and the actual results of the Group's operations, financial condition and liquidity, and the development of the countries and the industries in which the Group operates may differ materially from those described in, or suggested by, the forward-looking statements contained in this Prospectus. In addition, even if the results of operations, financial condition and liquidity, and the development of the countries and the industries in which the Group operates, are consistent with the forward-looking statements contained in this Prospectus, those results or developments may not be indicative of results or developments in subsequent periods. These and other factors are discussed in more detail under Section 2 (*Risk Factors*) and Section 6 (*Description of Helical and the Group*). Many of these factors are beyond the control of the Issuer and the Group. Should one or more of these risks or uncertainties materialise, or should underlying assumptions on which the forward-looking statements are based prove incorrect, actual results may vary materially from those described in this Prospectus as anticipated, believed, estimated or expected. Except to the extent required by laws and regulations, the Issuer does not intend, and does not assume any obligation, to update any forward-looking statements set out in this Prospectus.

This Prospectus is based on English law in effect as of the date of issue of this Prospectus. Except to the extent required by laws and regulations, the Issuer does not intend, and does not assume any obligation, to update the Prospectus in light of the impact of any judicial decision or change to English law or administrative practice after the date of this Prospectus.

CREST depository interests

In certain circumstances, investors may also hold interests in the Bonds through CREST through the issue of CDIs representing interests in Underlying Bonds. CDIs are independent securities constituted under English law and transferred through CREST and will be issued by CREST Depository Limited pursuant to the global deed poll dated 25 June 2001 (as subsequently modified, supplemented and/or restated). Neither the Bonds nor any rights attached to the Bonds will be issued, settled, held or transferred within the CREST system other than through the issue, settlement, holding or transfer of CDIs. CDI Holders will not be entitled to deal directly in the Bonds and, accordingly, all dealings in the Bonds will be effected through CREST in relation to the holding of CDIs. You should note that the CDIs are the result of the CREST settlement mechanics and are not the subject of this Prospectus.

Selling restrictions

This Prospectus does not constitute or form part of an offer to sell, or the solicitation of an offer to buy, Bonds to any person in any jurisdiction to any person in any jurisdiction to whom or in which such offer or solicitation is unlawful. This Prospectus is not for distribution in the United States, Australia, Canada or Japan. The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or qualified for sale under the laws of the United States or under any applicable securities laws of Australia, Canada or Japan. Subject to certain exceptions, the Bonds may not be offered, sold or delivered within the United States or to, or for the account or benefit of U.S. persons.

The distribution of this Prospectus and the offer or sale of the Bonds in certain jurisdictions may be restricted by law. No action has been or will be taken by the Issuer, the Manager or the Trustee anywhere which is intended to permit a public offering of the Bonds or the distribution of this Prospectus in any jurisdiction, other than in the United Kingdom. You must inform yourself about, and observe, any such restrictions.

A

APPENDIX A

DEFINED TERMS INDEX

The following is an index that indicates the location in this Prospectus where certain capitalised terms have been defined.

All references in this Prospectus to "**sterling**" and "**£**" refer to the lawful currency of the United Kingdom. All references in this Prospectus to "**Euro**" and "**€**" are to the currency introduced at the start of the European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended. All references in this Prospectus to "**PLN**" refer to the lawful currency of Poland.

References to the singular in this document shall include the plural and *vice versa*, where the context so requires. The terms "subsidiary" and "subsidiary undertaking" have the meanings given to them under section 1159 of the Companies Act 2006. All references to time in this Prospectus are to London time.

B

APPENDIX B

TERMS AND CONDITIONS OF THE BONDS

TERMS AND CONDITIONS OF THE BONDS

The following are the terms and conditions substantially in the form in which they will be endorsed on the Bonds in definitive form (if issued):

The issue of the Sterling denominated 6.00 per cent. Bonds due 2020 (the "**Bonds**") was authorised by a resolution of the board of Directors of Helical Bar plc (the "**Issuer**") passed on 10 April 2013 and a committee of the board of Directors of the Issuer passed on 3 June 2013. The Bonds are constituted by a Trust Deed (the "**Trust Deed**") dated 24 June 2013 (the "**Issue Date**") between the Issuer and U.S. Bank Trustees Limited (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders of the Bonds (the "**Bondholders**"). These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bonds and the coupons relating to them (the "**Coupons**"). Copies of the Trust Deed and of the Paying Agency Agreement dated on or around the Issue Date relating to the Bonds between the Issuer, the Trustee and the initial principal paying agent and other agents named in it (the "**Paying Agency Agreement**"), are available for inspection during usual business hours at the principal office of the Trustee (presently at Fifth Floor, 125 Old Broad Street, London EC2N 1AR) and at the specified offices of the principal paying agent for the time being (the "**Principal Paying Agent**") and the other paying agents for the time being (the "**Paying Agents**", which expression shall include the Principal Paying Agent). The Bondholders and the holders of the Coupons (whether or not attached to the relevant Bonds) (the "**Couponholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Paying Agency Agreement.

1. Form, Denomination and Title

(a) **Form and denomination:** The Bonds are serially numbered and in bearer form in the denomination of £100 each, with Coupons attached on issue.

(b) **Title:** Title to the Bonds and Coupons passes by delivery. The holder of any Bond or Coupon will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder.

2. Status

The Bonds and Coupons constitute direct, unconditional and (subject to Condition 3(a)) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Bonds and the Coupons shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 3(a), at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations.

3. Covenants

(a) **Negative Pledge:** so long as any Bond or Coupon remains outstanding (as defined in the Trust Deed), the Issuer will not, and will ensure that none of its Subsidiaries will create, or have outstanding, any mortgage, charge, lien, pledge or other security interest, upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, without, in the case of the creation of a security interest, at the same time or prior thereto and, in any other case, promptly according to the Bonds and the Coupons the same security interest as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security interest or guarantee or indemnity or other arrangement (whether or not including the giving of a security interest) as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Bondholders or (ii) shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders.

(b) **Financial Covenants:** so long as any Bond remains outstanding (as defined in the Trust Deed), the Issuer shall ensure that:

(i) as at any LTV Reporting Date, See-through Net Debt does not exceed 75 per cent. of See-through Property Portfolio;

(ii) for the 12 month period ending on each Interest Coverage Ratio Reporting Date, the ratio of Net See-through Operating Income to Net See-through Financing Costs will be at least 1.5; and

(iii) as at any LTV Reporting Date, the Net Assets of the Group will not be less than £150,000,000.

(c) **Financial Information:** (i) within four months of its most recent financial year-end, the Issuer shall send to the Trustee a copy of its audited annual Consolidated Financial Statements for such financial year, together with the report thereon of the Issuer's independent auditors; and (ii) within two months of the end of the first half of each financial year, the Issuer shall send to the Trustee a copy of its semi-annual Consolidated Financial Statements as at, and for the period ending on, the end of such period.

(d) **Compliance Certificate:** the Issuer shall, concurrently with the delivery of each of the annual and interim Consolidated Financial Statements referred to in Condition 3(c), provide to the Trustee a certificate signed by two Directors of the Issuer confirming compliance with each of the covenants contained in Condition 3(b) as at the most recent LTV Reporting Date and the most recent Interest Coverage Ratio Reporting Date, as the case may be, upon which certificate the Trustee may rely absolutely without any liability to any person for so doing.

(e) **Calculation Adjustment:** in the event that IFRS changes from IFRS applicable as at the Issue Date, "See-through Net Debt", "See-through Property Portfolio", "Net See-through Operating Income", "Net See-through Financing Costs" and "Net Assets" shall (for the purposes of the calculations in Condition 3(b) above) be adjusted so that the relevant amounts are determined on the same basis as if IFRS as at the Issue Date were still applicable. So long as any Bond remains outstanding, the Issuer shall prepare and publish, in its Consolidated Financial Statements, the breakdown of specific line items that are referred to in Condition 3(f) below and those line items that are otherwise necessary to properly illustrate the amounts and ratios described in Condition 3(b).

(f) **Definitions:**

In these Conditions:

"**Consolidated Financial Statements**" means the Issuer's audited annual consolidated financial statements or its unaudited semi-annual consolidated financial statements, as the case may be, including the relevant accounting policies and notes to the accounts and in each case prepared in accordance with IFRS from time to time (and if there has been a change in accounting practices since the Issue Date, it shall be accompanied by a description of any change necessary for "See-through Net Debt", "See-through Property Portfolio", "Net See-through Operating Income", "Net See-through Financing Costs" and "Net Assets" to reflect the same under IFRS as at the Issue Date);

"**Group**" means the Issuer and its consolidated Subsidiaries taken as a whole;

"**IFRS**" means the generally accepted accounting practice and principles applicable to the business the Issuer conducts, which are currently International Financial Reporting Standards;

"**Interest Coverage Ratio Reporting Date**" means 31 March and 30 September in each year or such other date as at which the Issuer prepares its audited annual Consolidated Financial Statements or unaudited semi-annual Consolidated Financial Statements, as the case may be;

"**Joint Ventures**" means joint ventures as the term is used in the Issuer's Consolidated Financial Statements;

"**LTV Reporting Date**" means such annual or semi-annual date or dates as at which the Issuer prepares its audited annual Consolidated Financial Statements or unaudited semi-annual Consolidated Financial Statements, as the case may be, and as at the Issue Date the annual and semi-annual LTV Reporting Dates are 31 March and 30 September respectively;

"**Net Assets**" means the net assets measured by reference to the line item "Net assets" appearing in the most recently prepared Consolidated Financial Statements;

"**Net See-through Financing Costs**" means, for any period, the "Finance costs" less "Finance income" for the Group and Joint Ventures on a see-through basis (excluding, for the avoidance of doubt, mark-to-market valuations of derivative financial instruments, but including "Interest capitalised"), as shown in the Consolidated Financial Statements for such period;

"**Relevant Indebtedness**" means any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities in each case which for the time being are, or are intended to be (with the agreement of the issuer thereof), quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market;

"**See-through Net Debt**" means, on any LTV Reporting Date, total "Borrowings" (which, for the avoidance of doubt, includes any Borrowings that are current liabilities and any Borrowings that are non-current liabilities) less "Cash and cash equivalents", in each case on a consolidated basis, plus the Group's share of "Net Debt" of Joint Ventures, in each case as shown in the Consolidated Financial Statements for that LTV Reporting Date (for the avoidance of doubt, See-through Net Debt is net of "Cash and cash equivalents" and does not include mark-to-market valuations of derivative financial instruments but it does include the Issuer's share of "Net Debt" of Joint Ventures);

"**Net See-through Operating Income**" means, for any period, "Net rental income" plus "Development property profit/(loss)" plus "Trading property profit/(loss)" (before provisions against book values) plus "Other operating income/(expense)" plus "Gain/(loss) on sale of investment properties" for the Group and for Joint Ventures as shown in the Consolidated Financial Statements for such period;

"**See-through Property Portfolio**" means, on any LTV Reporting Date, "Investment properties" plus "Land, development and trading properties" plus the Group's share in "Investment Properties" plus "Land development and trading properties" in Joint Ventures in each case as shown in the Consolidated Financial Statements for that LTV Reporting Date (for the avoidance of doubt, this includes the Issuer's share of property portfolio in Joint Ventures); and

"**Subsidiary**" means a subsidiary within the meaning of Section 1159 of the Companies Act 2006.

4. Interest

The Bonds bear interest from and including the Issue Date at the rate of 6.00 per cent. per annum, payable semi-annually in arrear in equal instalments of £3.00 per £100 in nominal amount of the Bonds on 24 June and 24 December in each year (each an "**Interest Payment Date**"). Each Bond will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused. In such event, the relevant Bond shall continue to bear interest at the rate as aforesaid (both before and after judgment) until whichever is the earlier of: (a) the day on which all sums due in respect of such Bond up to that day are received by or on behalf of the relevant holder, and (b) the day seven days after the Trustee or the Principal Paying Agent has notified Bondholders of receipt of all sums due in respect of all the Bonds up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

If interest is to be calculated in respect of a period which is equal to or shorter than an Interest Period (as defined below), the day-count fraction used will be the number of days in the relevant period, from and including the first day of such period to but excluding the last day of such period, divided by the product of: (1) the number of days in the Interest Period in which the relevant period falls; and (2) the number of Interest Periods normally ending in any year. The period beginning on and including the Issue Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date is called an "**Interest Period**".

Interest in respect of any Bond shall be calculated per £100 in nominal amount of the Bond. The amount of interest payable per £100 for any period shall, save as provided above in relation to equal instalments, be equal to the product of 6.00 per cent., £100 and the day-count fraction for the relevant period, rounding the resulting figure to the nearest penny (half a penny being rounded upwards).

5. Redemption and Purchase

(a) **Final redemption:** Unless previously redeemed, or purchased and cancelled, the Bonds will be redeemed at their nominal amount on 24 June 2020 (the "**Maturity Date**"). The Bonds may not be redeemed at the option of the Issuer other than in accordance with this Condition 5.

(b) **Redemption for taxation reasons:** The Bonds (but not some only) may be redeemed at the option of the Issuer at any time, on giving not less than 30 nor more than 60 days' notice to the Bondholders in accordance with Condition 15 (which notice shall be irrevocable), at their nominal amount, (together with interest accrued to (but excluding) the date fixed for redemption), if (i) the Issuer satisfies the Trustee immediately prior to the giving of such notice that it has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of the United Kingdom, any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this Condition 5(b), the Issuer shall deliver to the Trustee a certificate signed by two Directors of the Issuer stating that the obligation referred to in (i) above cannot be avoided by the Issuer taking reasonable measures available to it and the Trustee shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the condition precedent set out in (ii) above, in which event it shall be conclusive and binding on the Bondholders and the Couponholders.

(c) **Other redemptions at the option of the Issuer:** The Issuer may at any time, having given not less than 30 nor more than 60 days' irrevocable notice to the Bondholders in accordance with Condition 15 (which notice shall specify the date fixed for redemption (the "**Optional Redemption Date**")) redeem or purchase or procure that any of its Subsidiaries shall purchase, all (but not some only) of the Bonds for the time being outstanding at the Redemption Price (as defined below) together with interest accrued to (but excluding) the Optional Redemption Date.

The "**Redemption Price**" shall be the higher of: (i) the nominal amount outstanding of the Bonds; and (ii) the nominal amount outstanding of the Bonds multiplied by the price (expressed as a percentage in relation to the nominal amount outstanding of the Bonds) (as reported in writing to the Issuer and the Trustee by an independent financial adviser appointed at its own expense by the Issuer and approved in writing by the Trustee) at which the Gross Redemption Yield (if the Bonds were to remain outstanding to their original maturity) on the Bonds on the Calculation Date is equal to the Gross Redemption Yield at 11.00 a.m. (London time) on the Calculation Date of 4.75 per cent. United Kingdom Government Treasury Stock due 2020 (or, where such financial adviser advises the Issuer and the Trustee that, for reasons of illiquidity or otherwise, such stock is not appropriate for such purpose, such other government stock as such financial adviser may recommend for such purposes) plus 0.5 per cent. For such purposes, "**Calculation Date**" means the date which is the second business day in London prior to the Optional Redemption Date and "**Gross Redemption Yield**" means, with respect to a security, the gross redemption yield on such security (as calculated by the independent financial adviser on the basis set out in the United Kingdom Debt Management Office in the paper "*Formulae for Calculating Gilt Prices from Yields*" page 5, Section One: Price/Yield Formulae "*Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date*" (published on 8 June 1998 and updated on 15 January 2002 and 16 March 2005 and as further updated, amended or replaced) on a semi-annual compounding basis (converted on an annualised yield and rounded up (if necessary) to four decimal places)).

Any notice given pursuant to this Condition 5(c) shall be irrevocable and shall specify the Optional Redemption Date. Upon the expiry of any such notice, the Issuer shall be bound to redeem or, as the case may be, purchase or procure the purchase of (and the Bondholders shall be bound to sell) the Bonds at the applicable Redemption Price on the Optional Redemption Date together with accrued interest as aforesaid unless previously redeemed or purchased. The Trustee shall rely absolutely and without further enquiry on the advice of any independent financial adviser appointed as provided in this Condition 5(c) and shall not be liable to any person for so doing.

(d) **Redemption at the option of the Bondholders upon a Change of Control Event or Delisting Event:**

If while any of the Bonds remains outstanding a Change of Control Event or Delisting Event occurs (unless the Issuer has given notice under Condition 5(b) or 5(c)):

(i) the Issuer shall promptly following the occurrence of the Change of Control Event or Delisting Event and in any case not later than 10 days thereafter give notice (a "**Change of Control Event Notice**" or a "**Delisting Event Notice**", as the case may be) to the Bondholders in accordance with Condition 15 and the Trustee specifying the nature of the Change of Control Event or the Delisting Event and the procedure for exercising the option contained in this Condition 5(d); and

(ii) the holder of each Bond will have the option to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) that Bond on the Put Date (as defined below) at its nominal amount, together with any interest accrued up to (but excluding) the Put Date.

Such option may be exercised by the holder delivering its Bond(s) during business hours of the relevant Paying Agent on any business day falling within the period (the "**Put Period**") of 45 days after a Change of Control Event Notice or Delisting Event Notice is given, at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a "**Put Notice**"). The Bond should be delivered together with all Coupons appertaining thereto maturing after the Put Date, failing which the Paying Agent will require payment from or on behalf of the relevant Bondholder of an amount equal to the face value of any such missing Coupon. Any amount so paid will be reimbursed by the Paying Agent to the Bondholder against presentation and surrender of the relevant missing Coupon (or any replacement therefor issued pursuant to Condition 10) at any time after such payment but before the expiry of 10 years from the date on which such Coupon would have become due. The Paying Agent to which such Bond and Change of Control Event Notice or Delisting Event Notice or Put Notice are delivered will issue to the Bondholder concerned a non-transferable receipt in respect of the Bond so delivered.

Payment in respect of any Bond so delivered will be made, if the holder duly specified a bank account (in Sterling) in the Put Notice to which payment is to be made, on the Put Date by transfer to that bank account and, in every other case, on or after the Put Date against presentation and surrender or (as the case may be) endorsement of the non-transferable receipt in respect of such Bond mentioned in the immediately preceding paragraph after Condition 5(d) at the specified office of any Paying Agent. A Put Notice, once given, shall be irrevocable. For the purposes of these Conditions, receipts issued pursuant to this Condition 5(d) shall be treated as if they were Bonds. The Issuer shall redeem or, at the option of the Issuer, purchase (or procure the purchase of) the relevant Bonds on the Put Date at their nominal amount, together with any interest accrued up to (but excluding) the Put Date unless previously redeemed or purchased.

If 80 per cent. or more in nominal amount of the Bonds originally issued have been redeemed or purchased pursuant to the foregoing provisions of this Condition 5(d), the Issuer may, on not less than 30 nor more than 60 days' notice to the Bondholders (which notice shall be irrevocable) given within 30 days after the Put Date redeem or, at the option of the Issuer, purchase (or procure the purchase of) all but not some only of the remaining outstanding Bonds at a redemption price equal to the nominal amount thereof plus interest accrued to but excluding the date of such redemption or purchase.

For the purpose of this Condition 5(d):

A "**Change of Control Event**" shall occur if any person or any persons acting in concert (as defined in the City Code on Takeovers and Mergers), or any person(s) acting on behalf of such person(s), other than a Holding Company whose shareholders are or are to be substantially similar to the pre-existing shareholders of the Issuer or any direct or indirect Holding Company of the Issuer, shall become interested (within the meaning of Part 22 of the Companies Act 2006) in:

(i) more than 50 per cent. of the issued or allotted ordinary share capital of the Issuer; or

(ii) shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer; or

(iii) more than 50 per cent. of the issued or allotted ordinary share capital of any direct or indirect Holding Company of the Issuer; or

(iv) shares in the capital of any direct or indirect Holding Company of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the direct or indirect Holding Company of the Issuer;

and

A "**Delisting Event**" shall occur if the ordinary share capital of the Issuer ceases to be admitted to the official list and to trading on the regulated market of the London Stock Exchange plc or to be admitted to trading on AIM, a market operated by the London Stock Exchange plc;

"**Holding Company**" means a holding company within the meaning of Section 1159 of the Companies Act 2006; and

"**Put Date**" means the day which is 10 days after the expiration of the Put Period provided that such day is a day (other than a Saturday or Sunday) on which banks are open generally for business in London, or, if not, the next such day.

The Trustee is under no obligation to ascertain whether a Change of Control Event, a Delisting Event or any event which could lead to the occurrence of or could constitute a Change of Control Event or a Delisting Event has occurred, and until it shall have actual knowledge or express notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no Change of Control Event, Delisting Event or other such event has occurred.

(e) **Notice of redemption:** All Bonds in respect of which any notice of redemption is given under this Condition 5 shall be redeemed on the date specified in such notice in accordance with this Condition 5.

(f) **Purchase:** The Issuer and its Subsidiaries may at any time purchase Bonds in the open market or otherwise at any price (provided that they are purchased together with all unmatured Coupons relating to them). The Bonds so purchased, while held by or on behalf of the Issuer or any such Subsidiary, shall not entitle the holder to vote at any meetings of the Bondholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Bondholders or for the purposes of Condition 11. Such Bonds may be held, re-sold or reissued or, at the option of the relevant purchaser, surrendered to any Paying Agent for cancellation.

(g) **Cancellation:** All Bonds which are redeemed will be cancelled and may not be reissued or resold. Bonds purchased by the Issuer or any of its Subsidiaries in the manner set out in Condition 5(f) may be surrendered to any Paying Agent for cancellation and, if so surrendered, shall be cancelled.

6. Payments

(a) **Method of Payment:** Payments of principal and accrued interest will be made against presentation and surrender (or, in the case of a partial payment, endorsement) of Bonds or the appropriate Coupons (as the case may be) at the specified office of any Paying Agent by sterling cheque drawn on, or by transfer to a sterling account maintained by the payee with, a bank in the United Kingdom. Payments of interest due in respect of any Bond other than on presentation and surrender of matured Coupons shall be made only against presentation and either surrender or endorsement (as appropriate) of the relevant Bond.

(b) **Payments subject to laws:** All payments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 7. No commissions or expenses shall be charged to the Bondholders or Couponholders in respect of such payments.

(c) **Surrender of unmatured Coupons:** Each Bond should be presented for redemption together with all unmatured Coupons relating to it, failing which the amount of any such missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of any such missing unmatured Coupon which the sum of principal so paid bears to the total nominal amount due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon not later than 10 years after the Relevant Date (as defined in Condition 7) for the relevant payment of principal.

(d) **Payments on business days:** A Bond or Coupon may only be presented for payment on a day which is a business day in the place of presentation (and, in the case of payment by transfer to a sterling account, in London) (a "**Presentation Day**"). No further interest or other payment will be made as a consequence of the day on which the relevant Bond or Coupon may be presented for payment under this Condition 6 falling after the due date. In this Condition "**business day**" means a day on which commercial banks and foreign exchange markets are open for business in London.

(e) **Paying Agents:** The initial Paying Agents and their initial specified offices are listed below. The Issuer reserves the right at any time with the approval in writing of the Trustee to vary or terminate the appointment of any Paying Agent and appoint additional or other Paying Agents, provided that it will maintain (i) a Principal Paying Agent, (ii) a Paying Agent having a specified office in London and/or any other major European city approved by the Trustee and (iii) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive and (iv) a Paying Agent in a European Union member state other than the United Kingdom if and when applicable law in the United Kingdom requires a withholding or deduction for or on account of any Taxes (as defined below). Notice of any change in the Paying Agents or their specified offices will promptly be given to the Bondholders in accordance with Condition 15.

7. Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Bonds and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or within the United Kingdom or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event the Issuer shall pay such additional amounts as will result in receipt by the Bondholders and/or the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Bond or Coupon:

(a) **Other connection:** the holder of which is liable to such taxes, duties, assessments or governmental charges in respect of such Bond or Coupon by reason of his having some connection with the United Kingdom other than the mere holding of the Bond or Coupon or

(b) **Presentation more than 30 days after the Relevant Date:** presented for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting such Bond or Coupon for payment on the last day of such period of 30 days (assuming, whether or not such is in fact the case, that day to have been a Presentation Day) or

(c) **Payment to individuals:** where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive or

(d) **Payment by another Paying Agent:** presented for payment by or on behalf of a Bondholder or a Couponholder who would have been able to avoid such withholding or deduction by presenting the relevant Bond or Coupon to another Paying Agent in a Member State of the European Union

"**Relevant Date**" means whichever is the later of (i) the date on which such payment first becomes due and (ii) if the full amount payable has not been received by the Principal Paying Agent or the Trustee on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Bondholders.

Any reference in these Conditions to principal, and/or interest shall be deemed to include any additional amounts which may be payable under this Condition 7 or any undertaking given in addition to or substitution for it under the Trust Deed.

8. Events of Default

If any of the following events occurs and is continuing the Trustee at its discretion may, and if so requested by holders of at least one-quarter in nominal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution shall, subject in each case to its being indemnified and/or secured and/or prefunded to its satisfaction, give notice in writing to the Issuer that the Bonds are, and they shall immediately become, due and payable at their nominal amount together (if applicable) with accrued interest:

(a) **Non-Payment:** the Issuer fails to pay any interest on any of the Bonds when due and such failure continues for a period of 14 days or

(b) **Breach of Other Obligations:** the Issuer does not perform or comply with any one or more of its other obligations in the Bonds or the Trust Deed which default is, in the opinion of the Trustee, incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 30 days after notice of such default shall have been given to the Issuer in writing by the Trustee or

(c) **Cross-Default:** (i) any other present or future indebtedness of the Issuer or any of its Subsidiaries for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (ii) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (iii) the Issuer or any of its Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 8(c) have occurred equals or exceeds £10,000,000 (or its equivalent in any other currency) or

(d) **Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or any of its Principal Subsidiaries and is not discharged or stayed within 30 days or

(e) **Security Enforced:** any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Principal Subsidiaries becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator manager or other similar person) and is not discharged or stayed within 30 days or

(f) **Insolvency:** the Issuer or any of its Principal Subsidiaries is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or (in the opinion of the Trustee) a material part of (or of a particular type of) its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its debts (or of any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer or any of its Principal Subsidiaries or

(g) **Winding-up:** an administrator is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer or any of its Subsidiaries, or the Issuer ceases or threatens to cease to carry on all or substantially all of its business or operations, except (A) for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by the Trustee or by an Extraordinary Resolution of the Bondholders, or (ii) in the case of a Subsidiary, whereby the undertaking and assets of the Subsidiary are transferred to or otherwise vested in the Issuer or another of its Subsidiaries or (B) in the case of Subsidiaries only, for the purpose of a *bona fide* disposal for full value on an arm's length basis of all or substantially all of the business or operations (including the disposal of shares in a Subsidiary) of a Subsidiary or

(h) **Authorisation and Consents:** any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Bonds and the Trust Deed, (ii) to ensure that those obligations are legally binding and enforceable and (iii) to make the Bonds and the Trust Deed admissible in evidence in the courts of England and Wales is not taken, fulfilled or done or

(i) **Illegality:** it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Bonds or the Trust Deed or

(j) **Analogous Events:** any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs of this Condition 8,

provided that in the case of paragraphs (b), (d), (h) and (i) and so far as it relates to any of the paragraphs specifically mentioned in this proviso, paragraph (j) and, in respect of Principal Subsidiaries or Subsidiaries only, paragraphs (f) and (g), the Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of Bondholders.

In this Condition 8, "**Principal Subsidiary**" means:

(i) any Subsidiary of the Issuer whose:

(1) "Total Assets", as shown in its most recent audited annual accounts or, where a Subsidiary is not otherwise required to produce audited annual accounts, the latest finalised annual accounts of such Subsidiary, whether audited or not and whether published or not (the "**Relevant Accounts**"), and consolidated in the case of a Subsidiary which ordinarily produces consolidated accounts, exceeds five per cent. of the consolidated Total Assets of the Group as shown in the Issuer's audited consolidated annual accounts; or

(2) "Operating Income", being the aggregate of "Net rental income", "Development property profit/(loss)", "Trading property profit/(loss)" and "Other operating income/(expense)" as shown in the Relevant Accounts, and consolidated in the

case of a Subsidiary which ordinarily produces consolidated accounts, exceeds five per cent. of the consolidated "Operating Income" of the Group as shown in the Issuer's audited consolidated annual accounts.

provided that in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated annual accounts of the Issuer relate, for the purpose of applying each of the foregoing tests, the reference to the Issuer's latest audited consolidated annual accounts shall, until consolidated annual accounts for the financial period in which the acquistion is made have been published, be deemed to be a reference to such annual accounts as if such Subsidiary had been shown therein by reference to its then latest relevant audited annual accounts (or if applicable, the Relevant Accounts), adjusted as deemed appropriate by the Issuer;

(ii) any Subsidiary of the Issuer to which is transferred all or substantially all of the assets and undertaking of another Subsidiary which immediately prior to such transfer is a Principal Subsidiary, whereupon: (A) the transferor shall immediately cease to be a Principal Subsidiary; and (B) the transferee shall immediately become a Principal Subsidiary, provided that on or after the date on which the latest finalised annual accounts for the financial period current at the date of such transfer are published or finalised, whether the transferor or the transferee is or is not a Principal Subsidiary shall be determined pursuant to the provisions of sub-paragraph (i) above.

A certificate addressed to the Trustee by two directors of the Issuer stating that in their opinion a Subsidiary is or is not a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties.

9. Prescription

Claims in respect of principal and interest will become void unless presentation for payment is made as required by Condition 6 within a period of 10 years in the case of principal and five years in the case of interest from the appropriate Relevant Date.

10. Replacement of Bonds and Coupons

If any Bond or Coupon is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Paying Agent in London subject to all applicable laws and stock exchange or other relevant authority requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require (provided that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Bonds or Coupons must be surrendered before replacements will be issued.

11. Meetings of Bondholders, Modification, Waiver and Substitution

(a) **Meetings of Bondholders:** The Trust Deed contains provisions for convening meetings of Bondholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed or the Paying Agency Agreement. Such a meeting may be convened by the Issuer or the Trustee or Bondholders holding not less than 10 per cent. in nominal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be two or more persons holding or representing a clear majority in nominal amount of the Bonds for the time being outstanding, or at any adjourned meeting two or more persons being or representing Bondholders whatever the nominal amount of the Bonds held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to modify the maturity of the Bonds or the dates on which interest is payable in respect of the Bonds, (ii) to reduce or cancel the nominal amount of, or interest on, the Bonds, (iii) to change the currency of payment of the Bonds or the Coupons, or (iv) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Bondholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Bonds for the time being outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held. Such a resolution in writing or, as the case may be, such consents may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders.

(b) **Modification and Waiver:** The Trustee may agree, without the consent of the Bondholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed that is in the opinion of the Trustee of a formal, minor or technical nature or is made to correct a manifest error or an error which, in the opinion of the Trustee, is proven, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Bondholders, except as set out in the Trust Deed. Any such modification, authorisation or waiver shall be binding on the Bondholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Bondholders as soon as practicable.

(c) **Substitution:** The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Bondholders or the Couponholders, to the substitution of certain other entities in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed, the Bonds and the Coupons. In the case of such a substitution the Trustee may agree, without the consent of the Bondholders or Couponholders, to a change of the law governing the Bonds, the Coupons and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Bondholders.

(d) **Entitlement of the Trustee:** In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Bondholders as a class and shall not have regard to the consequences of such exercise for individual Bondholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Bondholder or Couponholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders or Couponholders.

12. Enforcement

At any time after the Bonds become due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings or take such steps or actions against the Issuer as it may think fit to enforce the terms of the Trust Deed, the Bonds and the Coupons, but it need not take any such proceedings, steps or actions unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Bondholders holding at least one-fourth in nominal amount of the Bonds outstanding, and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Bondholder or Couponholder may proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

13. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

The Trustee may rely without liability to Bondholders or Couponholders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation or certificate or advice and such report, confirmation or certificate or advice shall be binding on the Issuer, the Trustee, the Bondholders and the Couponholders.

14. Further Issues

The Issuer may from time to time without the consent of the Bondholders or Couponholders create and issue further securities either having the same terms and conditions as the Bonds in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Bonds) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Bonds include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Bonds. Any further securities forming a single series with the outstanding securities of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of securities of other series where the Trustee so decides.

15. Notices

Notices to Bondholders will be valid if published in a leading newspaper having general circulation in London (which is expected to be the *Financial Times*) or, if in the opinion of the Trustee such publication shall not be practicable, in an English language newspaper of general circulation in the United Kingdom. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Bondholders in accordance with this Condition 15.

16. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999.

17. Governing Law

The Trust Deed, the Bonds and the Coupons and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with English law.

C

APPENDIX C

SUMMARY OF PROVISIONS RELATING TO THE BONDS WHILE IN GLOBAL FORM

The Global Bond contains provisions which apply to the Bonds while they are held in global form by the clearing systems, some of which include minor and/or technical modifications to the terms and conditions of the Bonds set out in this Prospectus. The following is a summary of certain parts of those provisions.

SUMMARY OF PROVISIONS RELATING TO THE BONDS WHILE IN GLOBAL FORM IN THE CLEARING SYSTEMS

1. Exchange of Global Bonds for Definitive Bonds in limited circumstances

The Global Bond is exchangeable in whole but not in part (free of charge to the holder) for the Definitive Bonds described below if the Global Bond is held on behalf of a clearing system and such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so. Thereupon, the holder may give notice to the Principal Paying Agent of its intention to exchange the Global Bond for Definitive Bonds on or after the Exchange Date (as defined below) specified in the notice.

On or after the Exchange Date (as defined below) the holder of the Global Bond may surrender the Global Bond to or to the order of the Principal Paying Agent. In exchange for the Global Bond, the Issuer shall deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Bonds (having attached to them all Coupons in respect of interest which has not already been paid on the Global Bond), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in Schedule 1 to the Trust Deed. On exchange of the Global Bond, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with any relevant Definitive Bonds.

"**Exchange Date**" means a day falling not less than 60 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Principal Paying Agent is located and in the cities in which the relevant clearing system is located.

2. Payments of principal and interest

Payments of principal and interest in respect of Bonds represented by the Global Bond will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Bonds, surrender of the Global Bond to or to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Bondholders for such purpose. A record of each payment so made will be endorsed in the appropriate schedule to the Global Bond, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Bonds. Condition 6(e)(iii) and Condition 7(d) will apply to the Definitive Bonds only. For the purpose of any payments made in respect of the Global Bond, Condition 6(d) shall not apply, and all such payments shall be made on a day on which commercial banks and foreign exchange markets are open in the financial centre of the currency of the Bonds.

3. Notices to Bondholders

So long as the Bonds are represented by the Global Bond and the Global Bond is held on behalf of a clearing system, notices to Bondholders may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by Condition 15. Any such notice shall be deemed to have been given to Bondholders on the day after the day on which such notice is delivered to the relevant clearing system.

4. Prescription periods for claims against the Issuer

Claims against the Issuer in respect of principal and interest on the Bonds while the Bonds are represented by the Global Bond will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7).

5. **Bondholders' Put Option relating to the Bonds**

The Bondholders' put option in Condition 5(d) may be exercised by the holder of the Global Bond, giving notice to the Principal Paying Agent in accordance with the standard procedures of the relevant clearing systems (which may include notice being given on such entitled accountholder's instructions by the relevant clearing systems or any common depository for them to the Principal Paying Agent by electronic means), and in a form acceptable to the relevant clearing systems, of the nominal amount of Bonds in respect of which such option is exercised and presenting the Global Bond for endorsement of exercise within the time limits specified in Condition 5(d).

6. **Meetings of Bondholders**

The holder of the Global Bond shall be treated as being two persons for the purposes of any quorum requirements of a meeting of Bondholders and, at any such meeting, as having one vote in respect of each £100 in nominal amount of Bonds at any meeting of the Bondholders.

7. **Purchase and cancellation of the Bonds**

Cancellation of any Bond at the option of the Issuer following its purchase will be effected by reduction in the nominal amount of the Global Bond.

8. **Trustee's powers**

In considering the interests of Bondholders while the Global Bond is held on behalf of a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to the Global Bond and may consider such interests as if such accountholders were the holder of the Global Bond.

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