

electronic media bearing the Blue Mountain name within 7 days of the date of this Agreement to a name that shall not imply any ongoing relationship with BMUK;

- (c) Remove [redacted] name from any documents or electronic media that bear his name; and
- (d) Remove [redacted] from any bank mandate that bears his name.

B6
B7(A)
B7(C)

3. BMUK shall raise a credit note to the Corinthia Group/Palm City Residences for all invoices that it has raised in excess of the aggregate sum of €230,000 and shall instruct the Corinthia Group to make all balancing payments to BML.

4. Xpand will procure that BML will provide the Corinthia Group/Palm City Residences with all required tax stamped documents or any other procedural requirements by 5.30pm, local Libyan time, on the 18th August 2012 to enable the Corinthia Group to make payment to BML and BMUK in the amounts as agreed above.

5. Xpand and BMUK shall both be entitled to continue trading within Libya and BMUK shall continue to carry out its contract with the United States Mission in Libya and upon the first anniversary of its contract with the United States Mission ("USM"), being the 28th February 2013, Xpand may apply to the USM to carry on such contract and BMUK will transfer the vehicle with Libyan registration number 20-8-11215 to Xpand and leave such vehicle at the USM for Xpand's collection.

6. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the High Court of England in relation to any dispute or claim arising out of or in connection with this Agreement and the Shareholders Agreement.

[redacted signature box]

For and on behalf of Blue Mountain Security Solutions Limited

Date *20th Aug 2012*

[redacted signature box]

For and on behalf of Xpand

B6
B7(A)
B7(C)

B6
B7(A)
B7(C)

Date 16/8/2012

9902827v1/030548.00001 - LAYTONS