

Sun Capital and Samos to Ard-Choille

Ard-choille B.V.
Nieuwe Uitleg 15, 2514 BP
The Hague
The Netherlands

8th February 2008

Dear Sirs


Further to:

- i.) the verbal agreement between the promoters of Samos Servicios y Gestiones, S.L. ("Samos") and Ard-choille B.V. ("Ard-choille") for the payment by Samos to Ard-choille of an introduction and transaction success fee totalling €6.8 mio. ("the Fee") in respect of the acquisition by Samos of a portfolio of properties from Banco Santander; and
- ii.) the Financial Consulting Agreement between Samos and Sun Capital Partners Limited ("Sun Cap"), the terms of which included payment for the Fee to Sun Cap; and
- iii.) the Financial Advisory Services Agreement between Sun Cap and Ard-choille for the payment of the Fee by Sun Cap to Ard-choille,

Samos irrevocably acknowledges that the Fee (totalling € 6.8 mio) has been fully accrued and undertakes to ensure that Ard-choille receives payment of the total amount of the Fee as follows:

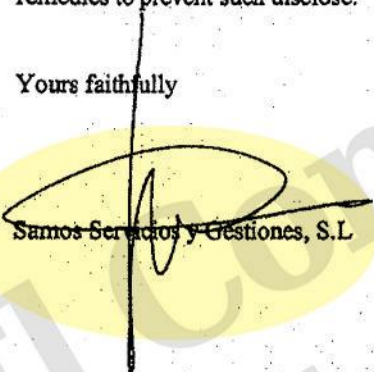
1. € 3.4 million within the next 3 working days after the signature of the Financial Advisory Services Agreement referred to in (iii) above;
2. € 1.9 million by the 23rd February 2010 or refinancing of the of the transaction for the acquisition of the portfolio whichever occurs first; and
3. € 1.5 million at the time of refinancing of the transaction for the acquisition of the portfolio.

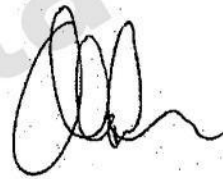
It is understood that the Fees must be paid regardless of the breach or termination for any reason of the Management Services Agreement or of the Financial Advisory Services Agreement provided that:

- a) nothing in this undertaking shall be construed as an undertaking on the part of Samos (nor of Sun Cap) to pay the fee to Ard-choille net of any direct or indirect tax levied in respect thereof in Spain, the Netherlands or anywhere else; and
 - b) the liability of Samos (and that of Sun Cap) to ensure payment of the Fee to Ard-choille shall be reduced by an amount equal to any liability to tax suffered by Samos or Sun Capital or any loss by Samos (or any direct or indirect subsidiary or holding thereof) of a tax deduction in respect thereof or any withholding tax levied or adjusted plus any penalties suffered or reasonably likely to be suffered at some future time.
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The parties undertake and commit to keep the terms of this agreement as strictly confidential and not to disclose them under any circumstances. Any request by any part other than the signatories of this Agreement to disclose its content shall be immediately notified to the signatories and shall only be acceded to if provided for under applicable legislation and after having used all available legal remedies to prevent such disclose.

Yours faithfully


Samos Servicios y Gestiones, S.L.



Sun Capital Partners Limited