

JUMEIRAH ENGLISH SPEAKING SCHOOL ("JESS")**RULES FOR PROVISION OF CORPORATE DEBENTURES FOR FINANCING****"JESS AT THE RANCHES"**

- (1) Definitions "Applicant" means a corporate entity which applies for a Corporate Debenture; "Corporate Debenture" means an instrument in writing issued by JESS confirming acceptance of a long-term, unsecured, interest-free loan in order to finance a proportion of the cost of design, construction, fit-out and commissioning of the new combined JESS Primary and Secondary School to be established at The Ranches ("JESS at the Ranches"), JESS at the Ranches' capital infrastructure, installation, maintenance and replacement generally, and (at the Board's entire discretion) to replace funds advanced and applied from other sources for any of such purposes. For the avoidance of doubt, such contributions shall not be by way of deposit or guarantee; "Drawdown" means the date on which the Corporate Debenture funds are credited to the account of JESS at the Ranches; "Holder" means a corporate entity holding a Corporate Debenture; "Maturity" means forty (40) years from Drawdown.
- (2) Acceptance of applications from Applicants shall be at the Board's entire discretion.
- (3) Each Corporate Debenture shall be in the amount of Dhs. 50,000/- and be repayable on Maturity or at such earlier date as the Board shall determine, subject to Rule (6) below and to availability of liquid funds and within the financial constraints to which JESS at the Ranches is subject from time to time.
- (4) Subject to Rules (2) above and (7), each Corporate Debenture shall entitle the Holder to enjoy priority of admission for one named child of a named member of staff of such Holder and (subject as aforesaid) such priority shall be assignable at the option of the Holder to any other named child of a named member of staff of such Holder.
- (5) Subject to the above, Holders of Corporate Debentures shall enjoy equal priority of admission over non-participants and such priority shall continue in force until the Corporate Debenture is repaid. Priority shall not be determined by reference to date of the Corporate Debenture but date of application for admission.
- (6) Notwithstanding any of the above, the Board shall be entitled (but not obliged), should it so determine, at its entire discretion, in the interests of JESS at the Ranches, or in the event that it is decided not to proceed with construction, completion, opening or operation of JESS at the Ranches, to repay and discharge without penalty, in part or in full, any Corporate Debenture at any time before Maturity.
- (7) The Board has given written assurances to EMAAR that, subject to JESS at the Ranches admission criteria (which, for the avoidance of doubt, include these Rules) and other compliance factors, it will endeavour to maintain a certain proportion of places available for children from The Ranches. Nevertheless, subject to this, the Board shall in its absolute discretion determine from time to time (by reference to the ratio between the number of Corporate Debentures accepted and the number of children nominated) which of such children or how many shall be admitted under this right of priority. Nothing in these Rules or in the documentation presented and signed pursuant hereto shall fetter the right of the Board to decide on the suitability of any nominated child to be admitted or to continue as a pupil of JESS at The Ranches.

- (8) Corporate Debentures are to be applied for the above purposes and subject to the above terms and conditions. However, if, in the case of any child at JESS at The Ranches, school fees are outstanding for a period of three (3) months despite a minimum of three (3) written requests for payment, or if less than one term's notice is given of withdrawal of the child to which the Corporate Debenture applies, JESS at the Ranches shall be entitled (but not obliged) without further notice (in addition to its other rights), to apply the Corporate Debenture funds in question to payment of such outstanding or any payment in lieu of notice (and any funds so applied shall be considered for all purposes to have been repaid) and to repay to the Holder any funds remaining in discharge of the Corporate Debenture.
- (9) No Holder shall be entitled to assign the benefit or burden of its interest in its Corporate Debenture to any third party and no such purported assignment shall be recognised by or binding on JESS.
- (10) Nothing in these Rules shall prevent the Board from introducing any amendments hereto as may be required in the interests of JESS at the Ranches or by any financing institution or governmental authority. Upon the making of any resolution by the Board to such effect, these Rules shall be deemed to be amended accordingly.

Effective as of 1 November 2004