

MR01

Particulars of a charge



232902/52

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original**



A05 *A430C780* #51
12/03/2015
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 5 7 1 6 5 1 3 ✓

Company name in full Greenwich Mezzco Limited ✓

3 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 0 2 m 0 3 y 2 0 y 1 5 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name GE Corporate Finance Bank SAS, London Branch (as Security Agent
for the Beneficiaries) ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

All current and future Land (except for any Restricted Land), interests in software listed as Specified Intellectual Property in Schedule 3 of the Deed of Accession and Charge registered by this Form MR01 (the "Deed"), including eQuotes Personal Lines Quote Engine, and Intellectual Property (except for any Restricted IP) owned by the Company, in each case as specified (and defined) in the Deed For more details please refer to the Deed

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Hagen Consulting Ltd.* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name F3PRM/GIBSONSC/148119 000146

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5716513

Charge code: 0571 6513 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2015 and created by GREENWICH MEZZCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2015

P
SAE

Given at Companies House, Cardiff on 19th March 2015




Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Save for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original seen by me



Name Scott Gibson
Title Solicitor

Date 11 March 2015

EXECUTION VERSION

Deed of Accession and Charge

Hogan Lovells International LLP (Ref F2/4120114/145119.000146)

Atlantic House, Holborn Viaduct, London EC1A 3DF
THIS DEED OF ACCESSION AND CHARGE is made on 11 February 2015 12 March 2015

BETWEEN

- (1) THE ENTITIES LISTED AT SCHEDULE 1 (each a "New Chargor" and together the "New Chargors"),
- (2) OM Midco Limited (registered in England and Wales under number 9176091) (the "Parent"), and
- (3) GE Corporate Finance Bank SAS, London Branch (the "Security Agent")

WHEREAS

- (A) This Deed is supplemental to a Debenture (the "Principal Deed") dated 2 December 2014 between (1) the Parent and OM Bidco Limited and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "Beneficiaries")
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed

THIS DEED WITNESSES as follows

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed

1.2 **Additional Definitions** In this Deed

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case any extensions and renewals of, and any applications for, such rights

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Restricted IP" means any Intellectual Property owned by or licensed to each New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (*Third Party Consents*) of the Principal Deed

"Restricted Land" means any leasehold property held by each New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (*Third Party Consents*) of the Principal Deed

"Specified Intellectual Property" means the Material Intellectual Property listed in Schedule 3 (*Specified Intellectual Property*)

2 ACCESSION BY EACH NEW CHARGOR TO THE PRINCIPAL DEED

- 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor
- 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents
- 2.3 **Proviso** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law
- 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession

3 ASSIGNMENTS

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns by way of security and agrees to assign by way of security absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries)

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and
- (b) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans

4 FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries)

- (c) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*),
- (d) by way of fixed charge
 - (i) with the exception of any Restricted Land and any Land which is subject to the legal mortgage created under Clause 4(a) above, all other Land which is now, or in the future becomes, its property,
 - (ii) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained,

- (iii) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it,
- (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4(b),
- (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
- (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them,
- (vii) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
- (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
- (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment by way of security (at law or in equity) in this Deed,
- (xi) all its goodwill and uncalled capital for the time being,
- (xii) all Specified Intellectual Property belonging to it,
- (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xvi) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of

Restricted IP, but only with effect from the date on which that consent is obtained,

- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs ~~Error~~ (b)(xii) ~~Reference source not found. Error Reference source not found~~ to
- (xvii) ~~Error Reference source not found~~ inclusive of this Clause,
- (xix) all trade debts now or in the future owing to it,
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned by way of security under Clause 3 (Assignments),
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned by way of security or charged by fixed charge under the foregoing provisions of this Deed, and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

5 CREATION OF FLOATING CHARGE

- 5 1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge all its Assets not effectively assigned by way of security by virtue of Clause 3 (Assignments) or charged by any fixed charge contained in Clause 4 (Fixed security), including any Assets comprised within a charge which is reconverted under Clause ~~Error Reference source not found~~ (Reconversion) of the Principal Deed

- 5 2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause ~~Error Reference source not found~~ 2 ~~Error Reference source not found~~) that the crystallisation provisions contained in Clause ~~Error Reference source not found~~ 4 ~~Error Reference source not found~~ of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed

6 NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, each New Chargor shall not

Hogan Lovells
International
LLP
(on behalf of
the Parties)

Hogan Lovells
International
LLP (on behalf
of the Parties)

- (e) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
- (f) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so

7 RIGHT OF APPROPRIATION

7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations

7.2 The Security Agent may, on or at any time after a Declared Default, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise

7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be

- (a) in the case of cash, its face value at the time of appropriation, and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent

7.4 The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and each New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums

7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable

8 APPLICATION TO THE LAND REGISTRY

Each New Chargor

- (a) in relation to each register of title of any present and future Land of that New Chargor to which title is registered at the Land Registry (at any time) and which is charged to the Security Agent under this Deed or pursuant to the further assurance undertakings in the Facilities Agreement, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed,

- (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed,
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer", and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*), and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed

9 **POWER OF ATTORNEY**

- 9 1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and separately any nominee and/or any Receiver, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to
- (a) do anything which that New Chargor is obliged to do (but has not done within 10 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document,
 - (b) enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

- 9 2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

- 9 3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from each New Chargor under the terms of the Intercreditor Agreement

10 **NOTICES**

30
All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause ~~Error: Reference source not found~~ (Notices) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 1 (New Chargors)

Hogan Lovells
International
LLP (on
behalf of
the Partners)

11 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document

12 GOVERNING LAW

This Deed and any non-contractual obligations arising in any way whatsoever out of or in connection with it are governed by English law

13 ENFORCEMENT

13.1 Jurisdiction.

- (a) the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Deed (a "Dispute"), and
- (b) the Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary

13.2 Service of process Without prejudice to any other mode of service allowed under any relevant law, each New Chargor

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed, and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned

14 FINANCE DOCUMENT

This Deed is a Finance Document

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document

Schedule 1 to Deed of Accession

The New Chargors

Name of Chargor	Registered Number	Address for Service and Fax Number
Greenwich Mezzco Limited	05716513	Address: Buckholt Drive, Warndon, Worcester WR4 9SR Fax: +44 (0)1905 754441 Attention: Daryl Bailey, Finance Director
Open G I Limited	01519547	Address: Buckholt Drive, Warndon, Worcester WR4 9SR Fax: +44 (0)1905 754441 Attention: Daryl Bailey, Finance Director
Open International Limited	05716519	Address: Buckholt Drive, Warndon, Worcester WR4 9SR Fax: +44 (0)1905 754441 Attention: Daryl Bailey, Finance Director
Powerplace Insurance Services Limited	06164788	Address: Buckholt Drive, Warndon, Worcester WR4 9SR Fax: +44 (0)1905 754441 Attention: Daryl Bailey, Finance Director

Schedule 2 to Deed of Accession

Registered land to be mortgaged

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Open International Limited	Land and buildings on the north west side of Buckholt Drive, Warndon Industrial Estate, Warndon, Worcester, Worcestershire and land lying to the north west of Buckholt Drive, Warndon Industrial Estate, Warndon, Worcester, Worcestershire	HW69029, HW73141, WR44729

Unregistered land subject to first registration upon the execution of this Deed

None		
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The address for service of the Security Agent in the case of registered land is GE Corporate Finance Bank SAS, London Branch, 8-10 Throgmorton Avenue, London, EC2N 2DL, for attention Ben Miller / Veronica Irlam

Note. Incorporate here full details of all Land to be mortgaged under Clause 4 (*Fixed security*) and which is registered at the Land Registry (this may include leases with at least 7 years left to run and other unregistered land which becomes the subject of first registration at the Land Registry on execution of the Deed of Accession) Any title numbers must be set out here

Schedule 3 to Deed of Accession

Specified Intellectual Property

IPR	Development Days	Channel	Complexity	Version
eQuotes Personal Lines Quote Engine	Thousands	B2B	High	4 40
Open Quote High volume Transaction Engine	Thousands	B2B	High	OQWO27
eCommerce Online highly configurable trading platform	Thousands	B2C	High	17 2 9
Core Personal Lines Policy administration system	Thousands	B2B	Medium	15 0
Trader Online Commercial Lines administration system	Thousands	B2B	Medium	14 10
Open Trader Market Integrated Commercial Lines administration system	Thousands	B2B	Medium	14 10
Studio Highly configurable workflow orchestration system	Hundreds	B2B	Medium	1 1 40
Active Quote Business rules engine	Thousands	B2B	High	ACT088
Open Client Check Data lookup provider integration platform	Hundreds	B2B	Medium	8 1 1
Addon Marketplace Online Addon trading platform	Hundreds	B2B	Medium	1 0 12 0

Execution page to Deed of Accession

EXECUTION

THE NEW CHARGORS

Executed as a
Deed by Greenwich Mezzco Limited
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)



Director

D S. Bailey

in the presence of

Signature of witness



Name of witness

G. Ink

Address of witness



Executed as a
Deed by Open GI Limited
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
) Director

D. S. MARY

in the presence of

Signature of witness

Name of witness

G. P. M.

Address of witness

Executed as a
Deed by Open International Limited
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)

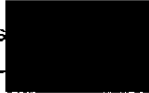


Director

D S Avenant

in the presence of

Signature of witness



Name of witness

G. P. W.

Address of witness



Executed as a
Deed by Powerplace Insurance Services
Limited (pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)



Director

D. S. DAWG

in the presence of

Signature of witness



Name of witness

G. P. K.

Address of witness



THE PARENT

OM Midco Limited

By *D. S. Bailey*



THE SECURITY AGENT

Signed by)	
for and on behalf of)	
GE Corporate Finance Bank SAS, London)	
Branch)	Authorised Signatory
)	
)	
)	
)	Authorised Signatory

THE PARENT

OM Midco Limited

By

THE SECURITY AGENT

Signed by
for and on behalf of
GE Corporate Finance Bank SAS, London
Branch

)

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Authorised Signatory

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Authorised Signatory