

MR01

Particulars of a charge

IRIS Laserform

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

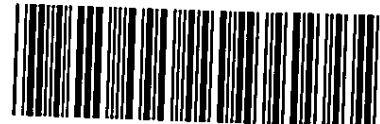
You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

020778191

☒ **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
instrument Use form MR08

WEDNESDAY



L39UIPI1

LD7

11/06/2014

#84

COMPANIES HOUSE

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 will be scanned and placed on the public record

1 Company details

Company number 02561541

Company name in full MYI Limited

For official use
Filling 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 28/05/2014

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

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

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4	Description
Description	<div data-bbox="331 477 1093 566"><p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p></div> <div data-bbox="331 577 1093 1265">Nil</div> <div data-bbox="1137 477 1396 555"><p>Continuation page Please use a continuation page if you need to enter more details</p></div>
5	Fixed charge or fixed security
	<div data-bbox="331 1328 1093 1417"><p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p></div> <div data-bbox="331 1417 422 1496"><p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p></div>
6	Floating charge
	<div data-bbox="331 1563 1093 1630"><p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p></div> <div data-bbox="331 1630 595 1709"><p><input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7</p></div> <div data-bbox="331 1709 1093 1776"><p>Is the floating charge expressed to cover all the property and undertaking of the company?</p></div> <div data-bbox="331 1776 422 1821"><p><input type="checkbox"/> Yes</p></div>
7	Negative Pledge
	<div data-bbox="331 1881 1093 1971"><p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p></div> <div data-bbox="331 1971 422 2054"><p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p></div>

MR01

Particulars of a charge

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

Coltman & Wetherby

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name David Hallett

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country England

DX

Telephone 020 7710 4538



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: 2561541

Charge code: 0256 1541 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2014 and created by MYI LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2014.

8

Given at Companies House, Cardiff on 16th June 2014

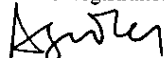


Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument, delivered as part of this application for registration under section 859A of the Companies Act 2006, is a correct copy of the original security instrument

Signature 

EXECUTION VERSION

Date 10.6.14

OMNIBUS AMENDMENT AND REAFFIRMATION AGREEMENT

This OMNIBUS AMENDMENT AND REAFFIRMATION AGREEMENT, dated as of May 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), is entered into by and among MYI Acquiror Corp., a Delaware corporation ("US Borrower"), MYI Acquiror Limited, a company organized under the laws of England and Wales ("UK Borrower" and, together with US Borrower, the "Borrowers"), each of the other Persons party hereto that are designated as a "Reaffirming Party" (together with the Borrowers, the "Reaffirming Parties"), GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as US Agent for all Lenders (in such capacity, "US Agent") and GE CORPORATE FINANCE BANK SAS, LONDON BRANCH, as UK Agent for all Lenders (in such capacity "UK Agent" and, together with US Agent, the "Agents")

RECITALS

A The Reaffirming Parties, Agents and the financial institutions named therein (the "Lenders") previously entered into that certain Credit Agreement, dated as of September 13, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement")

B Pursuant to the terms and conditions of the Existing Credit Agreement, the Reaffirming Parties have previously entered into one or more Collateral Documents (as defined in the Existing Credit Agreement) (the "Original Collateral Documents"), including, without limitation, the following

- (i) that certain Guaranty and Security Agreement dated as of September 13, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "US Guaranty and Security Agreement") made by US Borrower and each other US Guarantor party thereto in favor of US Agent, for the benefit of the Secured Parties (as defined in the Existing Credit Agreement),
- (ii) that certain Guaranty dated as of September 13, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof) made by the UK Borrower, MYI UK Holdings (No 1) Limited ("Holdings") and each other UK Guarantor party thereto in favor of UK Agent, for the benefit of the Secured Parties (as defined in the Existing Credit Agreement),
- (iii) that certain Debenture entered into on September 13, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof) by Holdings, UK Borrower and the other UK Guarantors party thereto in favor of UK Agent, and
- (iv) that certain Assignment of Representations, Warranties, Covenants and Indemnities, dated as of September 13, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof), by and among US Borrower and Agents

C The Reaffirming Parties, the other Credit Parties party thereto, Agent and Lenders have entered into that certain Amended and Restated Credit Agreement dated as of May 28, 2014, 2014 (the "Amended Credit Agreement"), which amends and restates the Existing Credit Agreement in its entirety

D Each Reaffirming Party expects to realize, or has realized, substantial direct and/or indirect benefits as a result of the Amended Credit Agreement's becoming effective and the consummation of the transactions contemplated thereby

E The execution and delivery of this Agreement is a condition precedent to the closing of the Amended Credit Agreement, to the obligation of each Lender to make its Loans and of each L/C Issuer to Issue, or cause to be Issued, the Letters of Credit pursuant to the Amended Credit Agreement and to the making of the extensions of credit and certain other financial accommodations set forth therein

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

SECTION 1 DEFINITIONS AND RULES OF INTERPRETATION All capitalized terms used but not otherwise defined herein shall have the meanings provided in the Amended Credit Agreement. The rules of interpretation contained in the Amended Credit Agreement shall apply to this Agreement

SECTION 2 REAFFIRMATION, REGRANT OF SECURITY INTERESTS

2.1 Reaffirmation Each of the Reaffirming Parties hereby (a) acknowledges that it has read, and received a copy of, the Amended Credit Agreement and consents to its execution and the transactions contemplated thereby, (b) acknowledges that all Obligations in respect of the Existing Credit Agreement constitute valid and existing Obligations under the Amended Credit Agreement, (c) acknowledges that all UK Obligations in respect of the Existing Credit Agreement constitute valid and existing UK Obligations under the Amended Credit Agreement, (d) acknowledges that all US Obligations in respect of the Existing Credit Agreement constitute valid and existing US Obligations under the Amended Credit Agreement and (e) confirms that (i) any and all Original Collateral Documents to which it is a party and (ii) its respective guarantees, pledges, grants of security interests and other similar rights or obligations, as applicable, under each of the Original Collateral Documents to which it is party, remain in full force and effect notwithstanding the effectiveness of the Amended Credit Agreement. Without limiting the generality of the foregoing, each of the Reaffirming Parties further agrees (A) that any reference to "Obligations", "Guaranteed Obligations", "Secured Obligations", "UK Obligations", "UK Senior Obligations", or "US Obligations" contained in any Original Collateral Documents shall include, without limitation, the "Obligations", "UK Obligations" and/or "US Obligations", as applicable, as such terms are defined in the Amended Credit Agreement, (B) that the related

guarantees and grants of security contained in such Original Collateral Documents shall include and extend to such Obligations, UK Obligations and/or US Obligations, as applicable, and (C) that it shall take any further action that may be required or that is reasonably requested by any Agent to ensure the compliance and performance by each of the Reaffirming Parties hereto under the applicable Original Collateral Documents

2.2 Amendment and Restatement On and after the Closing Date (as defined in the Amended Credit Agreement)

(a) Each reference, whether direct or indirect, in each Original Collateral Document to the "Credit Agreement" shall mean and be a reference to the Amended Credit Agreement (as may be further amended, amended and restated, modified or supplemented and in effect from time to time)

(b) The definition of any term defined in any Original Collateral Document by reference to the terms defined in the Existing Credit Agreement shall be amended to be defined by reference to the defined term in the Amended Credit Agreement (as may be further amended, amended and restated, modified or supplemented and in effect from time to time)

2.3 Confirmation and Regrant of Security Interest Without limiting the generality of Section 2.1 or 2.2 above, each Reaffirming Party that is party to the US Guaranty and Security Agreement hereby repeats and reaffirms its grant of a mortgage, pledge, hypothecation and security interest pursuant to such agreement, and, as collateral security for the prompt and complete payment and performance of the Secured Obligations (as defined in such agreement), hereby regrants to the US Agent (as so defined) for the benefit of the Secured Parties (as so defined) a mortgage, pledge, hypothecation, Lien (as so defined) and security interest in, all of its right, title and interest in, to and under the Collateral (as defined in such agreement) of such Reaffirming Party, subject to the provisos set forth in Section 3.2 of such agreement

SECTION 3 REPRESENTATIONS AND WARRANTIES Each Reaffirming Party hereby represents and warrants, which representations and warranties shall survive execution and delivery of this Agreement, as follows

3.1 Organization Such Reaffirming Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization

3.2 Authority, Enforceability This Agreement has been duly executed and delivered by such Reaffirming Party and constitutes a legal, valid and binding obligation of such Reaffirming Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law

3.3 Original Collateral Documents Each of the representations and warranties of such Reaffirming Party contained in each Original Collateral Document is true and correct in all material respects (without duplication of any materiality qualifier contained therein) on and as of the Closing Date as if made on and as of such date, except to the extent that such representations

and warranties specifically relate to a specific date, in which case such representations and warranties are true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such specific date

SECTION 4 MISCELLANEOUS

4.1 Notices All notices hereunder shall be given in accordance with Section 9.2 of the Amended Credit Agreement and in accordance with the applicable Original Collateral Documents

4.2 Collateral Document This Agreement is a Collateral Document executed pursuant to the Amended Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof

4.3 Effectiveness, Counterparts This Agreement shall become effective on the date first set forth above. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 9.1 of the Amended Credit Agreement. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

4.4 No Novation This Agreement shall not extinguish the obligations for the payment of any amounts due under the Existing Credit Agreement or discharge or release the performance of any party or the priority of any security under any Original Collateral Document. Nothing herein contained shall be construed as a substitution, novation, release or discharge of any of the Obligations (as defined in the Existing Credit Agreement) outstanding under the Existing Credit Agreement or the Original Collateral Documents or instruments regarding the same, each of which shall remain in full force and effect, except to any extent modified hereby or by the Amended Credit Agreement.

4.5 Governing Law The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Reaffirming Party, US Agent and UK Agent have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written

REAFFIRMING PARTIES.

MYI ACQUIROR CORP.

By TMSkelton
Name Toby Skelton
Title Assistant Treasurer

MYI ACQUIROR LIMITED

By TMSkelton
Name Toby Skelton
Title Director

MYI UK HOLDINGS (NO. 1) LIMITED

By TMSkelton
Name Toby Skelton
Title Director

MCLARENS HOLDINGS PTY. LTD.

By Vernon F Chalfant
Name Vernon Chalfant
Title Director

AIRCLAIMS (AUSTRALIA) PROPRIETARY LIMITED

By _____
Name _____
Title _____

MCLARENS MEXICO, S.A. DE C V

By _____
Name _____
Title _____

[Signature Page to Omnibus Amendment and Reaffirmation Agreement]

IN WITNESS WHEREOF, each Reaffirming Party, US Agent and UK Agent have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written

REAFFIRMING PARTIES

MYI ACQUIROR CORP.

By _____
Name Toby Skelton _____
Title Assistant Treasurer _____

MYI ACQUIROR LIMITED

By _____
Name Toby Skelton _____
Title Director _____

MYI UK HOLDINGS (NO. 1) LIMITED

By _____
Name Toby Skelton _____
Title Director _____

MCLARENS HOLDINGS PTY. LTD.

By _____
Name Vernon Chalfant _____
Title Director _____

AIRCLAIMS (AUSTRALIA) PROPRIETARY LIMITED

By N. M. C.
Name NIGEL MINETTI
Title DIRECTOR

MCLARENS MEXICO, S.A. DE C.V.

By _____
Name _____
Title _____

IN WITNESS WHEREOF, each Reaffirming Party, US Agent and UK Agent have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written

REAFFIRMING PARTIES

MYI ACQUIROR CORP.

By _____
Name. Toby Skelton _____
Title: Assistant Treasurer _____

MYI ACQUIROR LIMITED

By _____
Name. Toby Skelton _____
Title: Director _____

MYI UK HOLDINGS (NO. 1) LIMITED

By _____
Name. Toby Skelton _____
Title Director _____

MCLARENS HOLDINGS PTY. LTD.

By: _____
Name. Vernon Chalfant _____
Title Director _____

AIRCLAIMS (AUSTRALIA) PROPRIETARY LIMITED

By _____
Name. _____
Title _____

MCLARENS MEXICO, S.A. DE C.V.

By Vernon F Chalfant
Name: Vernon F Chalfant
Title Director

[Signature Page to Omnibus Amendment and Reaffirmation Agreement]

AIRCLAIMS MEXICO S. DE R.L. DE C.V.

By N. P. M.
Name NILVA MINO
Title Director

MCLARENS LATIN AMERICA, S.A.

By _____
Name _____
Title _____

MCLARENS COLOMBIA (OVERSEAS), S.A.

By _____
Name _____
Title _____

MCLARENS VENEZUELA (OVERSEAS), S.A.

By _____
Name _____
Title _____

MCLARENS MEXICO (OVERSEAS), S.A.

By _____
Name _____
Title _____

MCLARENS CARIBBEAN (OVERSEAS), S.A.

By _____
Name _____
Title _____

MCLARENS SINGAPORE PTE LTD.

By _____
Name _____
Title _____

AIRCLAIMS MEXICO S. DE R.L. DE C.V.

By: _____
Name: _____
Title: _____

MCLARENS LATIN AMERICA, S A.

By: *Clímaco Cedeño*
Name. Clímaco Cedeño
Title Authorized Signatory

MCLARENS COLOMBIA (OVERSEAS), S.A.

By: *Clímaco Cedeño*
Name. Clímaco Cedeño
Title. Authorized Signatory

MCLARENS VENEZUELA (OVERSEAS), S.A.

By: *Clímaco Cedeño*
Name. Clímaco Cedeño
Title Authorized Signatory

MCLARENS MEXICO (OVERSEAS), S.A.

By: *Clímaco Cedeño*
Name. Clímaco Cedeño
Title Authorized Signatory

MCLARENS CARIBBEAN (OVERSEAS), S.A.

By: *Clímaco Cedeño*
Name. Clímaco Cedeño
Title Secretary

MCLARENS SINGAPORE PTE LTD.

By: _____
Name: _____
Title: _____

AIRCLAIMS MEXICO S. DE R.L. DE C.V.

By _____
Name _____
Title _____

MCLARENS LATIN AMERICA, S.A.

By _____
Name _____
Title _____

MCLARENS COLOMBIA (OVERSEAS), S.A.

By _____
Name _____
Title _____

MCLARENS VENEZUELA (OVERSEAS), S.A.

By _____
Name _____
Title _____

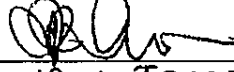
MCLARENS MEXICO (OVERSEAS), S.A.

By _____
Name _____
Title _____

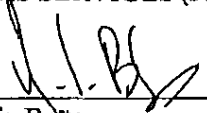
MCLARENS CARIBBEAN (OVERSEAS), S.A.

By _____
Name _____
Title _____

MCLARENS SINGAPORE PTE LTD.

By 
Name IAN JAMES LAVIN
Title DIRECTOR

**AIRCLAIMS SERVICES (FAR EAST) PTE
LIMITED**

By 
Name: Kevin Betts
Title: Regional Director Asia Pacific

MCLARENS (THAILAND) LIMITED

By: _____
Name: _____
Title: _____

MTH LTD.

By: _____
Name: _____
Title: Authorised Director

By: _____
Name: _____
Title: Authorised Director

MYI LIMITED

By: _____
Name: Toby Skelton
Title: Director

AIRCLAIMS GROUP (OVERSEAS) LIMITED

By: _____
Name: Toby Skelton
Title: Director

**MCLARENS YOUNG INTERNATIONAL,
INC.**

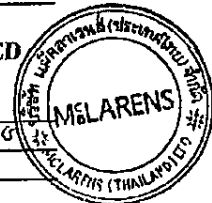
By: _____
Name: Toby Skelton
Title: Secretary-Treasurer

**AIRCLAIMS SERVICES (FAR EAST) PTE
LIMITED**

By _____
Name: _____
Title _____

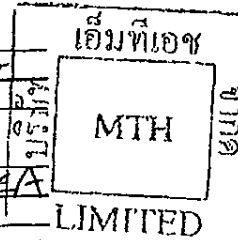
MCLARENS (THAILAND) LIMITED

By Pilai
Name PILAI KLONG PITAYAPONG
Title MANAGING DIRECTOR



MTH LTD.

By Pilai
Name PILAI KLONG PITAYAPONG
Title Authorised Director
By [Signature]
Name [Signature]
Title Authorised Director



MYI LIMITED

By _____
Name: Toby Skelton _____
Title Director _____

AIRCLAIMS GROUP (OVERSEAS) LIMITED

By _____
Name Toby Skelton _____
Title Director _____

**MCLARENS YOUNG INTERNATIONAL,
INC.**

By _____
Name Toby Skelton _____
Title Secretary-Treasurer _____

[Signature Page to Omnibus Amendment and Reaffirmation Agreement]

**AIRCLAIMS SERVICES (FAR EAST) PTE
LIMITED**

By _____
Name. _____
Title _____

MCLARENS (THAILAND) LIMITED

By _____
Name. _____
Title _____

MTH LTD.

By _____
Name. _____
Title Authorised Director _____

By _____
Name _____
Title Authorised Director _____

MYI LIMITED.

By TMSkelton
Name Toby Skelton _____
Title Director _____

AIRCLAIMS GROUP (OVERSEAS) LIMITED

By TMSkelton
Name Toby Skelton _____
Title Director _____

**MCLARENS YOUNG INTERNATIONAL,
INC.**

By TMSkelton
Name Toby Skelton _____
Title Secretary-Treasurer _____

AIRCLAIMS, INC.

By. TMSkelton
Name. Toby Skelton
Title. Assistant-Treasurer

MYI US HOLDINGS LIMITED

By. TMSkelton
Name Toby Skelton
Title Director

AIRCLAIMS INTERNATIONAL INC

By. _____
Name _____
Title. _____

AGRICAL HOLDINGS LIMITED

By. TMSkelton
Name Toby Skelton
Title Director

AGRICAL LIMITED

By. TMSkelton
Name Toby Skelton
Title Director

AIRCLAIMS, INC.

By _____
Name: Toby Skelton _____
Title Assistant Treasurer _____

MYI US HOLDINGS LIMITED

By _____
Name: Toby Skelton _____
Title Director _____

AIRCLAIMS INTERNATIONAL INC.

By. Wayne Donald
Name: WAYNE DONALD
Title: PRESIDENT

AGRICAL HOLDINGS LIMITED

By. _____
Name: Toby Skelton _____
Title. Director _____

AGRICAL LIMITED

By. _____
Name Toby Skelton _____
Title Director _____

EXECUTED and DELIVERED as a DEED
by Toby Skelton and Vernon Chalfant for and
on behalf of
MCLARENS INTERNATIONAL LIMITED
in the presence of

TMSkelton
[Two directors sign here]

Vernon F Chalfant

[Witness signs here]

Natalie Robine He

Witness name [Print name of witness]

Natalie Robine He

Address [Print address of witness]

5555 Triangle PKwy Ste 200
Norcross GA 30092

Occupation [Print occupation of witness]

Exec Assist



Witness name: ANGELINE LAM YING LAM

Occupation: REGIONAL CONTROLLER - ASIA PACIFIC

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as US Agent


By 


Name Scott W. Renzi

Title Its Duly Authorized Signatory

[Signature Page to Omnibus Amendment and Reaffirmation Agreement]

**GE CORPORATE FINANCE BANK SAS,
LONDON BRANCH,**
as UK Agent

By 
Name CASILDA SLATTERY
Title Its Duly Authorized Signatory

By 
Name VERONICA IANNA
Title: Its Duly Authorized Signatory