



Registration of a Charge

Company name: **Moorepay Compliance Limited**

Company number: **03056267**



X59RREPT

Received for Electronic Filing: **23/06/2016**

Details of Charge

Date of creation: **20/06/2016**

Charge code: **0305 6267 0004**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT FOR ITSELF AND THE OTHER SECURED PARTIES**

Brief description: **NIL**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

BEN THOMPSON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3056267

Charge code: 0305 6267 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2016 and created by Moorepay Compliance Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2016 .

Given at Companies House, Cardiff on 24th June 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 20 June 2016

BETWEEN:

- (1) The companies listed in Schedule 1 (“**New English Chargors**”), each a “**New English Chargor**”;
- (2) The companies listed in Schedule 2 (“**New Non-English Chargors**”), each a “**New Non-English Chargor**” and together with the New English Chargors, the “**New Chargors**”; and
- (3) The Royal Bank of Scotland plc as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 23 March 2016 between Northgate UK Holdings 4 Limited and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1 INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed unless otherwise defined herein.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.7 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2 ACCESSION OF NEW CHARGOR

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Finance Documents, each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Fixed Security

Each New English Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

- (i) all interests in any freehold or leasehold property together with all buildings and fixtures on such property and the benefit of all other agreements relating to land;
- (ii) all of its shares in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 4 (*Shares and Investments*) (the “**Shares**”) and all corresponding Related Rights;
- (iii) all of right, title and interest in its Intellectual Property;
- (iv) all of right, title and interest in its Equipment;
- (v) all of its Trading Receivables and all rights and claims against third parties in respect of those Trading Receivables;
- (vi) all of its Other Debts and all rights against third parties in respect of those Other Debts;
- (vii) all monies standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, financial institution, or other person and all of its rights, title and interest in relation to those accounts;
- (viii) all rights and interest in the Hedging Agreements;
- (ix) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
- (x) its goodwill and uncalled capital; and
- (xi) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements.

2.4 New Non-English Chargor Security

Each New Non-English Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

- (i) all of its Shares and all corresponding Related Rights; and
- (ii) all monies standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, financial institution, or other person and all of its rights, title and interest in relation to those accounts.

2.5 Floating charge

As further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*), Clause 2.4 (*New Non-English Chargor Security*) or assigned under Clause 2.6 (*Security Assignment*).

2.6 Security Assignment

As further continuing security for the payment of the Secured Obligations, each New English Chargor (assigns absolutely with full title guarantee to the Security Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest in the Assigned Agreements, provided

that on payment and discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant New English Chargor re-assign the Assigned Agreements to that New English Chargor (or as it shall direct) as soon as reasonably practicable. Subject to the Finance Documents and Clause 7.4 (*Assigned Agreements*) of the Debenture, until the occurrence of a Declared Default each New English Chargor may continue to deal with the counterparties to the Assigned Agreements.

3 CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

4 NEGATIVE PLEDGE

Clause 5 (*Negative Pledge*) of the Debenture shall be deemed to be incorporated into this deed in full *mutatis mutandis*.

5 CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “**this deed**” or “**this Debenture**” will be deemed to include this deed. The provisions of Clause 3.4 (*Conversion of Floating Charge*) to Clause 24.4 (*Failure to Execute*) (inclusive) of the Debenture shall, to the extent applicable to each New Chargor be deemed to be incorporated into this deed in full *mutatis mutandis*.

6 GOVERNING LAW

This deed and any dispute, proceedings or claims of whatever nature arising out of or in connection with it shall be governed by and construed in accordance with English law and the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it or a dispute regarding the existence, validity or termination of this deed).

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1**NEW ENGLISH CHARGORS**

New Chargor	Jurisdiction	Registered Number
Moorepay Compliance Limited	England & Wales	3056267
Moorepay Group Limited	England & Wales	01072009
Moorepay Limited	England & Wales	891686
NIS Receivables No. 1 Limited	England & Wales	6544183
NIS Receivables No. 2 Limited	England & Wales	6442587
Northgatearinso Peoplechecking Limited	England & Wales	4141861
Northgatearinso UK Limited	England & Wales	01587537
Rebus Group Limited	England & Wales	03109650
Rebus Holdings Limited	England & Wales	2980656
Rebus HR Holdings Limited	England & Wales	03719768
Rebus HR Management Limited	England & Wales	03819950
Rebus Human Resources Limited	England & Wales	00772321
Rebus Software Limited	England & Wales	2648639

SCHEDULE 2

NEW NON-ENGLISH CHARGORS

New Chargor	Jurisdiction	Registered Number
NorthgateArinso Nederland B.V.	the Netherlands	24270610
Arinso Luxembourg S.A.	Luxembourg Registered office: 32- 36, boulevard d'Avranches, L-1160 Luxembourg	R.C.S. Luxembourg: B 60115
NorthgateArinso Belgium SA/NV	Belgium	0452.457.785
NorthgateArinso, Inc.	Georgia, USA	355411
Rebus HR Group Limited	Bermuda	26194

SCHEDULE 3
MATERIAL PROPERTIES

None

SCHEDULE 4

SHARES AND INVESTMENTS

Shares

New Chargor	Name and Registered Number of Company Issuing Shares	Class of Shares	Number of Shares
Rebus HR Group Limited	Rebus HR Holdings Limited - 03719768	Ordinary	1,170,052,390
Rebus HR Holdings Limited	Rebus Group Limited - 03109650	Ordinary	2,304,031,058
Rebus Group Limited	Rebus Holdings Limited - 2980656	Ordinary	46,297,482
Rebus Holdings Limited	Rebus HR Management Limited - 03819950	Ordinary	200
Rebus Holdings Limited	Rebus Human Resources Limited - 00772321	Ordinary	44,250,598
Rebus Holdings Limited	Rebus Personnel Services Limited - 03221751	Ordinary	1,000
Rebus Holdings Limited	Rebus Human Resources Services Limited - 03017589	Ordinary	71,000
Rebus Human Resources Limited	Rebus Software Limited - 2648639	Ordinary A	340
Rebus Human Resources Limited	Rebus Software Limited - 2648639	Ordinary B	620
Rebus Human Resources Limited	Northgatearinso UK Limited - 01587537	Ordinary	40,010,000
Rebus Human Resources Limited	Marketwide Systems Limited - 02967672	Ordinary	360,000
Rebus Human Resources Limited	Peterborough Software (UK) Limited - 02338569	Ordinary	99
Northgatearinso UK Limited	Northgatearinso Peoplechecking Limited - 4141861	Ordinary	3,000

Northgatearinso UK Limited	Northgate HR Pensions Holdings Limited - 04173798	Ordinary	5,618,260
Northgatearinso UK Limited	Personnel Computer Services Limited - 01658614	Ordinary	1,250
Northgatearinso UK Limited	Link Group Consultants Limited - 01905112	Ordinary	2,453
Northgatearinso UK Limited	Northgate PWA Empower Limited - 02380393	Ordinary	9910
Northgatearinso UK Limited	Northgate PWA Empower Limited - 02380393	Ordinary A	11609
Rebus HR Management Limited	Moorepay Group Limited - 01072009	Ordinary	11,737,880
Moorepay Group Limited	Mills Associates Limited - 00723478	Ordinary	160,000
Moorepay Group Limited	Moorepay Limited - 891686	Ordinary	1,000,000
Moorepay Limited	Moorepay Compliance Limited - 3056267	Ordinary	2,000,000
Moorepay Limited	Business Information Management Limited - 03917857	Ordinary A	750
Moorepay Limited	Business Information Management Limited - 03917857	Ordinary B	231
Moorepay Limited	Jamy Investments Limited - 05167551	Ordinary	1,000
Moorepay Limited	Human & Legal Resources Limited - 02717076	Ordinary	100
NorthgateArinso Belgium SA/NV	NIS Receivables No. 1 Limited - 6544183	Ordinary	3
NorthgateArinso Belgium SA/NV	NIS Receivables No. 2 Limited - 6442587	Ordinary	2
Arinso Luxembourg S.A.	NIS Receivables No. 2 Limited - 6442587	Ordinary	2
NorthgateArinso Belgium SA/NV	Arinso UK Limited - 03487776	Ordinary	1,932,500
Arinso Luxembourg S.A.	Arinso People Services Limited - 04819441	Ordinary	11,815,935

Investments

Name Issuer	Number and description of Investments
N/A	N/A

SCHEDULE 5

BANK ACCOUNTS

New Chargor	Name of institution at which account is held	Sort Code	Account Number
NorthgateArinso Belgium SA/NV	Barclays Bank PLC	■■■■■	■■■■■92
NorthgateArinso Belgium SA/NV	Barclays Bank PLC	■■■■■	■■■■■66
NorthgateArinso Belgium SA/NV	Barclays Bank PLC	■■■■■	■■■■■66
NorthgateArinso Belgium SA/NV	Royal Bank of Scotland plc	■■■■■	■■■■■93
Arinso Luxembourg S.A.	Royal Bank of Scotland plc	■■■■■	■■■■■62
Arinso Luxembourg S.A.	Royal Bank of Scotland plc	N/A	■■■■■32
NorthgateArinso Nederland B.V.	Royal Bank of Scotland plc	■■■■■	■■■■■19
NorthgateArinso UK Limited	Barclays Bank PLC	■■■■■	■■■■■15
NorthgateArinso UK Limited	Barclays Bank PLC	■■■■■	■■■■■98
NorthgateArinso UK Limited	Barclays Bank PLC	■■■■■	■■■■■66
NorthgateArinso UK Limited	Barclays Bank PLC	■■■■■	■■■■■37
NorthgateArinso UK Limited	Barclays Bank PLC	■■■■■	■■■■■67
NorthgateArinso UK Limited	Barclays Bank PLC	■■■■■	■■■■■66
Moorepay Limited	Barclays Bank PLC	■■■■■	■■■■■10
Moorepay Limited	Barclays Bank PLC	■■■■■	■■■■■67
Moorepay Compliance Limited	Barclays Bank PLC	■■■■■	■■■■■87
Moorepay Compliance Limited	Barclays Bank PLC	■■■■■	■■■■■63

NorthgateArinso UK Limited	Fortis Bank	N/A	██████02
NorthgateArinso, Inc.	HSBC	██████	██████51

SIGNATORIES TO SECURITY ACCESSION DEED

THE NEW CHARGORS

EXECUTED as a **DEED** by

MOOREPAY COMPLIANCE LIMITED

acting by:

_____ as Authorised Signatory:

in the presence of:

Witness: _____

Name:

Diane Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW

Occupation:

PA

Notice Details

Address: Northgate Information Solutions Limited
Peoplebuilding 2 Peoplebuilding Estate
Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 4NW

Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a DEED by

MOOREPAY GROUP LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diane Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address: Northgate Information Solutions Limited
Peoplebuilding 2 Peoplebuilding Estate
Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 4NW

Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a DEED by

MOOREPAY LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name: Diane Clarke

Address: People Building 2, Hemel Hempstead, HP2 4NW

Occupation: P. A

Notice Details

Address: Northgate Information Solutions Limited
Peoplebuilding 2 Peoplebuilding Estate
Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 4NW

Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart

Ross

EXECUTED as a DEED by

NIS RECEIVABLES NO. 1 LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diane Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address: Northgate Information Solutions Limited
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Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 4NW

Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a DEED by

NIS RECEIVABLES NO. 2 LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name: Diane Clarke

Address: People Building 2, Hemel Hempstead, HP2 4NW

Occupation: P.A.

Notice Details

Address: Northgate Information Solutions Limited
Peoplebuilding 2 Peoplebuilding Estate
Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 4NW

Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a DEED by

NORTHGATEARINSO PEOPLECHECKING LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diane Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address: Northgate Information Solutions Limited
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Maylands Avenue
Hemel Hempstead
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HP2 4NW

Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a **DEED** by

NORTHGATEARINSO UK LIMITED

acting by:

_____ as Authorised Signatory:

in the presence of:

Witness:

Name:

Address:

Occupation:

Notice Details

Address: Northgate Information Solutions Limited
Peoplebuilding 2 Peoplebuilding Estate
Maylands Avenue
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Hertfordshire
HP2 4NW

Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a DEED by

REBUS GROUP LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diane Clarke

Address:

Peple Building 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address: Northgate Information Solutions Limited
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Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

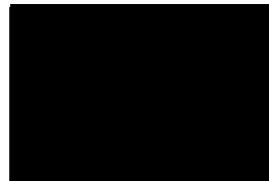
Attention: Stuart Ross

EXECUTED as a DEED by

REBUS HOLDINGS LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diana Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address: Northgate Information Solutions Limited
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Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a DEED by

REBUS HR HOLDINGS LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diane Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address:

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E-Mail:

stuart.ross@ngahr.com

Attention:

Stuart Ross

EXECUTED as a **DEED** by

REBUS HR MANAGEMENT LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diane Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address:

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Facsimile:

+44 (0) 1442 204 501

E-Mail:

stuart.ross@ngahr.com

Attention:

Stuart Ross

EXECUTED as a DEED by

REBUS HUMAN RESOURCES LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diana Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address: Northgate Information Solutions Limited
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Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a **DEED** by

REBUS SOFTWARE LIMITED

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diane Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address:

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Peoplebuilding 2 Peoplebuilding Estate
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Hemel Hempstead
Hertfordshire
HP2 4NW

Facsimile:

+44 (0) 1442 204 501

E-Mail:

stuart.ross@ngahr.com

Attention:

Stuart Ross

EXECUTED as a DEED by

ARINSO LUXEMBOURG S.A.

a Luxembourg public limited liability company (*société anonyme*)

Registered office: 32-36, Boulevard D'Avranches, L-1160 Luxembourg,

Grand Duchy of Luxembourg

R.C.S. Luxembourg: B 60115

acting by:

_____ as Authorised Signatory:

in the presence of:

Witness: _____

Name:

Diane Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address: Northgate Information Solutions Limited
Peoplebuilding 2 Peoplebuilding Estate
Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 4NW

Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a **DEED** by

NORTHGATEARINSO BELGIUM SA/NV

acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diane Clarke

Address:

Peoplebuilding 2, Hemel Hempstead, HP2 4NW

Occupation:

P.A.

Notice Details

Address:

Northgate Information Solutions Limited
Peoplebuilding 2 Peoplebuilding Estate
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HP2 4NW

Facsimile:

+44 (0) 1442 204 501

E-Mail:

stuart.ross@ngahr.com

Attention:

Stuart Ross

EXECUTED as a DEED by

NORTHGATEARINSO, INC.

acting by:

_____ as Authorised Signatory:

in the presence of:

Witness: _____

Name: Diane Clarke

Address: People Building 2, Hemel Hempstead, HP2 4NW

Occupation: P.A.

Notice Details

Address: Northgate Information Solutions Limited
Peoplebuilding 2 Peoplebuilding Estate
Maylands Avenue
Hemel Hempstead
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Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a DEED by

REBUS HR GROUP LIMITED

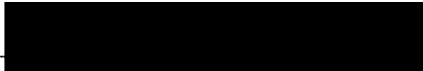
acting by:

_____ as Authorised Signatory:



in the presence of:

Witness:



Name:

Diane Clarke

Address:

People Building 2, Hemel Hempstead, HP2 4NW.

Occupation:

P.A.

Notice Details

Address: Northgate Information Solutions Limited
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HP2 4NW

Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

EXECUTED as a **DEED** by

NORTHGATEARINSO NEDERLAND B.V.

acting by:

as Authorised Signatory:

in the presence of

Witness:

Name:

ADEL AL-JALEH

Address:

PEOPLEBUILDING 2, HEMEL HEMPSTEAD, HP2 4NW

Occupation:

CEO

Notice Details

Address: Northgate Information Solutions Limited
Peoplebuilding 2 Peoplebuilding Estate
Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 4NW

Facsimile: +44 (0) 1442 204 501

E-Mail: stuart.ross@ngahr.com

Attention: Stuart Ross

THE SECURITY AGENT

The Royal Bank of Scotland plc



Notice Details

Address: 3rd Floor, 280 Bishopsgate, London, EC2M 4RB

Attention: Andy Smith

Email: andy.n.smith@rbs.co.uk