

6055540

OPTION DEED made the 2 day of February 2007



BETWEEN

- (1) THE PERSONS whose names and addresses are set out in Schedule 1 ("the Noteholders"); and
- (2) MILL ACQUISITIONS 1 LIMITED, a company registered in England and Wales (with registered number 6055540) having its registered office at Lansdowne House, 57 Berkeley Square, London W1J 6ER ("Mill Acquisitions 1").

RECITAL

It is proposed that the Noteholders become the registered holders of the A Ordinary Shares and/or Ordinary Shares and/or Preference Shares (as defined below).

THIS DEED WITNESSETH as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context shall otherwise require, words and expressions in this deed shall be given the meanings ascribed to them as follows in this clause 1:

"A Ordinary Shares"	means the A ordinary shares of £0.01 each in the share capital of Mill Acquisitions 1;
"Mill Acquisitions 1's Solicitors"	means Latham & Watkins of 99 Bishopsgate, London EC2M 3XF;
"Mill Acquisitions 2"	means Mill Acquisitions 2 Limited, a company incorporated in England and Wales (registered number 6055526) having its registered office at Lansdowne House, 57 Berkeley Square, London W1J 6ER;
"Mill Acquisitions 2's Solicitors"	means Latham & Watkins of 99 Bishopsgate, London EC2M 3XF;
"the Noteholders' Solicitors"	means Dickson Minto W.S. of Royal London House, 22/25 Finsbury Square, London, EC2A 1DX;
"Ordinary Shares"	means the ordinary shares of £0.01 each in the share capital of Mill Acquisitions 1;
"Preference Shares"	means the preference shares of £1.00 each in the share capital of Mill Acquisitions 1;
"Rollover Loan Note Instrument"	means the deed constituting the Rollover Loan Notes, constituted by Mill Acquisitions 2 dated on or about the date of this deed; and
"Rollover Loan Notes"	shall have the meaning given in the Rollover Loan Note Instrument.

We hereby certify this to be a true copy of the original

Latham & Watkins 16.02.2007

LATHAM & WATKINS

2. GRANT OF OPTIONS IN RESPECT OF ROLLOVER LOAN NOTES

- 2.1 Mill Acquisitions 1 hereby grants for the consideration of £1, receipt of which is hereby acknowledged, to each of the Noteholders the option (the "**Put Options**") to require Mill Acquisitions 1 to purchase the principal amount of Rollover Loan Notes set out opposite the Noteholder's name in column (2) of the table contained in their respective execution block, in consideration for the issue of the number of A Ordinary Shares set out opposite the Noteholder's name in column (3) of the table contained in their respective execution block, the number of Ordinary Shares set out opposite the Noteholder's name in column (4) of the table contained in their respective execution block and the number of Preference Shares set out opposite the Noteholder's name in column (5) of the table contained in their respective execution block, upon and subject to the terms and conditions set out in Schedule 2.
- 2.2 Each of the Noteholders hereby grants for the consideration of £1, receipt of which is hereby acknowledged, to Mill Acquisitions 1 the option (the "**Call Options**") to purchase the principal amount of Rollover Loan Notes set out opposite the Noteholder's name in column (2) of the table contained in their respective execution block, in consideration for the issue of the number of A Ordinary Shares set out opposite the Noteholder's name in column (3) of the table contained in their respective execution block, the number of Ordinary Shares set out opposite the Noteholder's name in column (4) of the table contained in their respective execution block and the number of Preference Shares set out opposite the Noteholder's name in column (5) of the table contained in their respective execution block, upon and subject to the terms and conditions set out in Schedule 2.

3. WARRANTIES

- 3.1 Each of the parties warrants to the other parties that:
- (a) it has full power and authority to enter into and perform this deed, and the provisions of this deed, when executed, will constitute valid and binding obligations on it, in accordance with its terms;
 - (b) the execution and delivery of, and the performance by it of its obligations under, this deed will neither:
 - (i) result in a breach of any provision of its Memorandum or Articles of Association or other constitutional empowering agreement (if any); nor
 - (ii) result in a breach of any order, judgment or decree of or undertaking to any court or government or agency to which it is a party or by which it is bound; and
 - (c) all consents, permissions, approvals and agreements of third parties which are necessary for it to obtain in order to enter into and perform this deed in accordance with its terms have been unconditionally obtained in writing.
- 3.2 Each of the Noteholders warrants to Mill Acquisitions 1 that in relation to each of the Rollover Loan Notes that they hold, that they are the registered holders of and are entitled to sell and transfer the full legal and beneficial ownership in such Rollover Loan Notes free from any encumbrances.
- 3.3 Mill Acquisitions 1 hereby covenants to the Noteholders that any A Ordinary Shares, Ordinary Shares and Preference Shares it is required to issue pursuant to clause 2 will be issued fully paid and free from all encumbrances and will be made without any right of set-off (whether arising by operation of law or otherwise) or counter claim or withholding of any nature.

4. **MISCELLANEOUS**

- 4.1 This deed shall be binding on and enure for the benefit of the successors of the parties.
- 4.2 The benefit of this deed shall not be assignable in whole or in part by any party to any other person.
- 4.3 The parties hereto shall (and shall procure that their respective nominees shall) do and execute and perform all such further deeds, documents, assurances, acts and things as may reasonably be required to ensure the maintenance and observance of the terms of this deed.

5. **NOTICES**

A notice or other communication (including, without limitation, any notice or communication by the relevant party exercising the Call Options or the Put Options):

- 5.1 must be in writing;
- 5.2 in the case of notice or communication to the Noteholders, must be served on the Noteholders' Solicitors; and
- 5.3 in the case of notice or communication to Mill Acquisitions 1, must be served on Mill Acquisition 1's Solicitors.

6. **GOVERNING LAW**

This deed shall be governed by and construed in accordance with English law and each party irrevocably agrees that the courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this deed and any matter arising therefrom.

IN WITNESS WHEREOF the parties have executed this deed on the date shown above.

SCHEDULE 1

Name of Noteholder	Address of Noteholder
Robin Shenfield	17a Highbury Terrace Mews, London, N5 1UT
Veronica Greenwood	17a Highbury Terrace Mews, London, N5 1UT
Patrick Joseph	Vancouver Lodge, High Street, Dadford, Bucks, MK18 5JX
Angela Joseph	Vancouver Lodge, High Street, Dadford, Bucks, MK18 5JX
Craig Mitchell	Brambleside, Brays Close, Hyde Heath, Bucks, HP6 5RZ
Shareen Mitchell	Brambleside, Brays Close, Hyde Heath, Bucks, HP6 5RZ
Alistair Thompson	40 Grace Court, Apt 3, Brooklyn NY 11201 USA
Angus Kneale	181 Mott Street, Flat 4, New York NY 10012 USA
Andy Barmer	28 Wimbolt Street, London, E2 7BX
Juan Lobato	27 Bolton Gardens, Flat 4, London SW5 0AQ
Fergus McCall	421 Hudson Street, # 10M, New York NY 10014 USA
Roy Trosh	26 Teddington Park Road, Teddington, Middlesex, TW11 8ND
Anthony Walsham	The Old House, 5 The Knoll, Beckenham, Kent, BR3 5JH
Adam Scott	Lymbridge Green Cottage, Stowting Common, Ashford, Kent TN25 6BJ
Andrew Wood	5 Ivy Lane, Burcott, Near Wing, Leighton Buzzard, Bucks, LU7 0JT
Neil Davies	25A Cremourne Road, London, SW10 0NB
Seamus O'Kane	Parkwood House, Nuffield, Oxfordshire, RG9 5RT
Miles Stormer	243 Franciscan Road, London, SW17 8HQ
Tory Wire	25A Cremourne Road, London, SW10 0NB
Dave Levy	The Cedars, Hurstbourne Tarrant, Hampshire, SP11 0AG

QVS Trustees Limited

Northside House, Mount Pleasant, Barnet,
Herts EN4 9EE

Maureen Baulk

Cawsand Place, West Drive, Wentworth,
Surrey GU25 4NE

James Morris

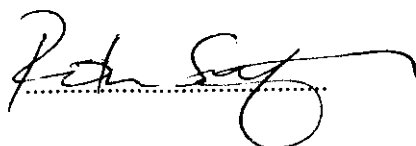
Field House, Crow Lane Rocky Valley Drive,
Kilmaconogie, Ireland

SCHEDULE 2

**(Terms and conditions of, and consideration relating to,
the Call Option and the Put Option, and the purchase and
transfer of the Rollover Loan Notes pursuant to any exercise of the same)**

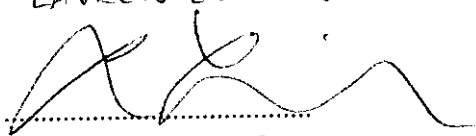
1. The Put Options shall be exercisable by each Noteholder by notice given to Mill Acquisitions 1's Solicitors at any time during the period of 14 days commencing from the execution and delivery of this deed.
2. The Call Options shall be exercisable by Mill Acquisitions 1 by notice to the Noteholders' Solicitors at any time during the period of 14 days commencing on the day immediately following the latest date on which the Put Options can be exercised. For the avoidance of doubt, Mill Acquisitions 1 may exercise the Call Options granted by all of the Noteholders by the service of a single notice to the Noteholders' Solicitors provided that such notice makes it clear that all such Call Options are being exercised.
3. The consideration for the purchase and transfer of the Rollover Loan Notes by each Noteholder to Mill Acquisitions 1 shall be the issue to the relevant Noteholder of the number of A Ordinary Shares set opposite that Noteholder's name in column (3) of the table contained in their respective execution block and the number of Ordinary Shares set opposite that Noteholder's name in column (4) of the table contained in their respective execution block and the number of Preference Shares set opposite that Noteholder's name in column (5) of the table contained in their respective execution block.
4. Completion of the purchase and transfer of the Rollover Loan Notes shall take place immediately following exercise of the Call Options or the Put Options, as the case may be, when:
 - (a) the relevant Noteholders shall deliver to Mill Acquisitions 1 duly executed transfers in respect of the Rollover Loan Notes specified opposite their name in column (2) of the table contained in their respective execution block in favour of Mill Acquisitions 1;
 - (b) Mill Acquisitions 1 shall issue the A Ordinary Shares, Ordinary to the relevant Noteholders, register the names of the relevant Noteholders in the register of members of Mill Acquisitions 1 and issue share certificates in respect of such shares.

**EXECUTED AND DELIVERED
AS A DEED by ROBIN SHENFIELD**

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)

In the presence of LAUREN ELLISON

Witness name:

Witness signature 

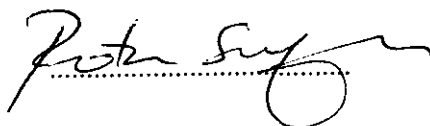
Witness Address: 22/25 HANBURY SQ.
LONDON

Witness occupation: SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Robin Shenfield 17a Highbury Terrace Mews, London, N5 1UT	£326,397	19,199	81,673	167,188

EXECUTED AND DELIVERED
AS A DEED by **VERONICA GREENWOOD**
acting by her duly authorised
Attorney in the presence of

LAUREN ELLISON



Witness name:

Witness signature:

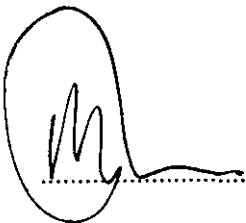
Witness Address: 22/25 HINSBURY SQ.
LONDON

Witness occupation: SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Veronica Greenwood 17a Highbury Terrace Mews, London, N5 1UT	£254,926	26,259	N/A	228,667

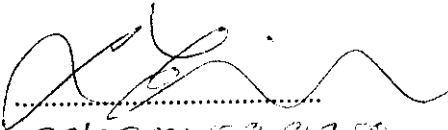
**EXECUTED AND DELIVERED
AS A DEED by PATRICK JOSEPH**

)
)


.....

In the presence of LAUREN ELLISON

Witness name:

Witness signature: 

Witness Address: 22/25 MINSKELRY SQ.
LONDON

Witness occupation: SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Patrick Joseph Vancouver Lodge, High Street, Dadford, Bucks, MK18 5JX	£326,477	19,207	81,673	167,259

EXECUTED AND DELIVERED
AS A DEED by **ANGELA JOSEPH**
acting by her duly authorised
Attorney in the presence of

Patricia Joseph

LAUREN ELLISON

Witness name:

Witness signature *Lauren Ellison*

Witness Address: *22/25 MANSBURY SQ.
LONDON.*

Witness occupation: *SOLICITOR*

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Angela Joseph	£254,816	26,248	N/A	228,568

Vancouver Lodge, High
Street, Dadford, Bucks,
MK18 5JX

EXECUTED AND DELIVERED
AS A DEED by CRAIG MITCHELL



In the presence of

LAREN ELLISON

Witness name:

Witness signature

Witness Address:

22/25 ANSBURY SQ.
LONDON.

Witness occupation:

SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Craig Mitchell Brambleside, Brays Close, Hyde Heath, Bucks, HP6 5RZ	£89,418	1,075	46,072	9,363

EXECUTED AND DELIVERED
AS A DEED by **SHAREEN MITCHELL**
acting by her duly authorised
Attorney in the presence of

John Smith

Witness name:

Witness signature

Witness Address:

Witness occupation:

LAUREN ELISON
[Signature]
22/25 MINSBURY SQ.
LONDON.
SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Shareen Mitchell	£100,531	10,355	N/A	90,175

Brambleside,
Brays Close,
Hyde Heath,
Bucks, HP6 5RZ

**EXECUTED AND DELIVERED
AS A DEED by ALISTAIR THOMPSON**

acting by his duly authorised

Attorney in the presence of *LAUREN ELLISON*

Witness name:

Witness signature

Witness Address: *22/25 ANSBURY SQ.
LONDON*

Witness occupation: *SOLICITOR.*

Rob Syer

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Alistair Thompson	£64,620	N/A	37,695	N/A

40 Grace Court,
Apt 3, Brooklyn
NY 11201 USA

EXECUTED AND DELIVERED

AS A DEED by **ANGUS KNEALE**

acting by his duly authorised

Attorney in the presence of **LAUREN ELLISON**

Witness name:

Witness signature

Witness Address: **22/25 AINSBURY SQ.**

Witness occupation: **LONDON
SOLICITOR**

Pol sign

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Angus Kneale	£64,620	N/A	37,695	N/A

181 Mott Street,
Flat 4, New York
NY 10012 USA

EXECUTED AND DELIVERED

AS A DEED by **ANDY BARMER**

acting by his duly authorised

Attorney in the presence of *LAUREN ELLISON*)

John Symonds

Witness name:

Witness signature *[Signature]*

Witness Address: *22/25 ANSBURY SQ.*

Witness occupation: *SOLICITOR*

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Andy Barmer	£106,488	10,969	N/A	95,519
28 Wimbolt Street, London, E2 7BX				

EXECUTED AND DELIVERED

AS A DEED by **JUAN LOBATO**

acting by his duly authorised

Attorney in the presence of **LAUREN ELLISON**

Peter Singh

Witness name:

Witness signature

Witness Address:

*27/25 PANSBURY SQ.
LONDON*

Witness occupation:

SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Juan Lobato	£35,900	N/A	20,942	N/A

27 Bolton
Gardens, Flat 4,
London SW5 0AQ

**EXECUTED AND DELIVERED
AS A DEED by FERGUS McCALL**

acting by his duly authorised

Attorney in the presence of *LAUREN ELISON*

[Signature]

Witness name:

Witness signature

Witness Address:

*22/25 ANSBURY SQ
LONDON*

Witness occupation:

SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Fergus McCall	£73,243	3,847	20,942	33,497

421 Hudson
Street, # 10M,
New York NY
10014 USA

EXECUTED AND DELIVERED

AS A DEED by **ROY TROSH**

acting by his duly authorised

Attorney in the presence of **LAUREN ELISON**

John Sugr...

Witness name:

Witness signature

Witness Address:

22/25 DINSBURY SQ.

LONDON

Witness occupation:

SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Roy Trosh	£68,089	7,014	N/A	61,076

26 Teddington
Park Road,
Teddington,
Middlesex,
TW11 8ND

EXECUTED AND DELIVERED
AS A DEED by **ANTHONY WALSHAM**
acting by his duly authorised
Attorney in the presence of

John sign

Witness name:

Witness signature

Witness Address:

Witness occupation:

LAUREN ALISON

[Signature]

22/25 ANSBURY SQ.

LONDON

SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Anthony Walsham	£68,089	7,014	N/A	61,076

The Old House,
5 The Knoll,
Beckenham,
Kent, BR3 5JH

EXECUTED AND DELIVERED

AS A DEED by ADAM SCOTT

acting by his duly authorised

Attorney in the presence of *LAUREN OLISON.*

Adam Scott

Witness name:

Witness signature *[Signature]*

Witness Address: *22/25 HANSBURY SQ.*

LONDON

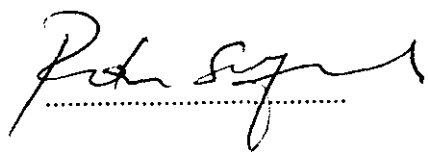
Witness occupation: *SOLICITOR*

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Adam Scott	£68,089	7,014	N/A	61,076

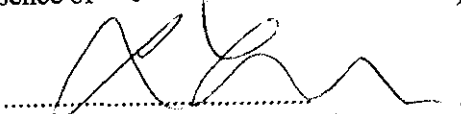
Lymbridge
Green Cottage,
Stowting
Common,
Ashford, Kent
TN25 6BJ

EXECUTED AND DELIVERED
AS A DEED by ANDREW WOOD

acting by his duly authorised
Attorney in the presence of LAUREN ELLISON.



Witness name:

Witness signature 

Witness Address: 22/25 AINSBURY SQ.
LONDON

Witness occupation: SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Andrew Wood	£68,089	7,014	N/A	61,076

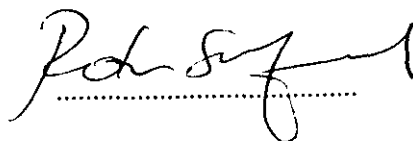
5 Ivy Lane,
Burcott, Near
Wing, Leighton
Buzzard, Bucks,
LU7 0JT

EXECUTED AND DELIVERED

AS A DEED by **NEIL DAVIES**

acting by his duly authorised

Attorney in the presence of **LAUREN ELLISON**.



Witness name:

Witness signature

Witness Address: **22/25 ANSBURY SQ**

Witness occupation:

LONDON
SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Neil Davies	£22,326	2,300	N/A	20,027

25A Cremourne
Road, London,
SW10 0NB

**EXECUTED AND DELIVERED
AS A DEED by SEAMUS O'KANE**

acting by his duly authorised

Attorney in the presence of *AVEN CLISON*

John Sy...

Witness name:

Witness signature

Witness Address:

*27/25 DUNSBURY SQ
LONDON*

Witness occupation:

SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Seamus O'Kane Parkwood House, Nuffield, Oxfordshire, RG9 5RT	£22,326	2,300	N/A	20,027

**EXECUTED AND DELIVERED
AS A DEED by MILES STORMER**

acting by his duly authorised

Attorney in the presence of *LAURENCE LEBRON*

Miles Stormer

Witness name:

Witness signature: *[Signature]*

Witness Address: *22/25 PANSBURY SQ.*

Witness occupation: *LONDON.
SOLICITOR.*

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Miles Stormer	£14,686	1,513	N/A	13,173

243 Franciscan
Road, London,
SW17 8HQ

EXECUTED AND DELIVERED

AS A DEED by TORY WIRE

acting by his duly authorised

Attorney in the presence of

LAUREN EVILSON

Rita Singh

Witness name:

Witness signature

Witness Address:

[Signature]

22125 VINSBURY SQ.

LONDON

Witness occupation:

SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Tory Wire	£14,666	1,511	N/A	13,155

25A Cremourne
Road, London,
SW10 0NB

EXECUTED AND DELIVERED

AS A DEED by **DAVE LEVY**

acting by his duly authorised

Attorney in the presence of *LAUREN ELLISON*

) *John Sykes*
)
)
)
)

In the presence of

Witness name:

Witness signature: *[Signature]*

Witness Address: *22-25 ANSBURY SQ.
LONDON*

Witness occupation: *SOLICITOR*

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Dave Levy	£3,420	352	N/A	3,067

The Cedars,
Hurstbourne
Tarrant,
Hampshire,
SP11 0AG

EXECUTED AND DELIVERED
AS A DEED by QVS TRUSTEES LIMITED
 acting by its duly authorised
 Attorney in the presence of

Robert Shaffer

LAUREN CLINSON

Witness name:

Witness signature: *[Signature]*

Witness Address: *22125 ANSBURY SQ.*

LONDON

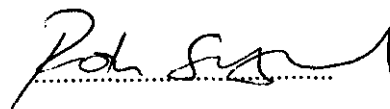
Witness occupation: *SOLICITOR*

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
QVS Trustees Limited	£54,754	463	29,318	4,031

Northside House
 Mount Pleasant
 Barnet
 Herts EN4 9EE

EXECUTED AND DELIVERED
AS A DEED by **MAUREEN BAULK**
acting by her duly authorised
Attorney in the presence of

LAUREN ELISON



Witness name:

Witness signature: 

Witness Address: 22/25 ANSBURY SQ

LONDON

Witness occupation:

SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
Maureen Baulk	£235,567	24,265	N/A	211,302

Cawsand Place,
West Drive,
Wentworth,
Surrey GU25
4NE

**EXECUTED AND DELIVERED
AS A DEED by JAMES MORRIS**

acting by his duly authorised

Attorney in the presence of *LAUREN ELISON*

John [Signature]

Witness name:

Witness signature

Witness Address

*22125 GINSBURY SQ
LONDON*

Witness occupation:

SOLICITOR

(1) Name and address of Noteholder	(2) Principal Amount of Rollover Loan Notes (£)	(3) Number of A Ordinary Shares	(4) Number of Ordinary Shares	(5) Number of Preference Shares
James Morris	£154,686	15,934	N/A	138,752

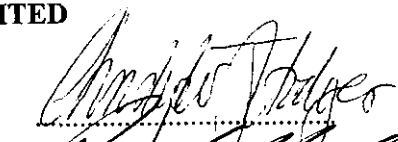
Field House,
Crow Lane
Rocky Valley
Drive,
Kilmaconogie,
Ireland

EXECUTED AND DELIVERED

AS A DEED for and behalf of **MILL ACQUISITIONS 1 LIMITED**
acting by:

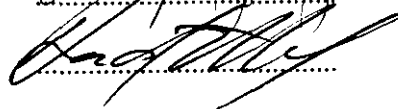
Director:

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Director/Secretary:

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