

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/30/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lindsey Morden Group, Inc.		09/30/2003	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	MFChange Holdings, Inc.
Street Address:	225 Duncan Mill Road
Internal Address:	Suite 320
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M3B 3K9
Entity Type:	CORPORATION: CANADA

Name:	Fairfax Financial Holdings Limited
Street Address:	225 Duncan Mill Road
Internal Address:	Suite 320
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M3B 3K9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2735969	RISKVAULT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$40.00 2735969

Phone: 973-631-6028
Email: lpatrick@coughlinduffy.com
Correspondent Name: Lori A. Patrick, Esq.
Address Line 1: 350 Mount Kemble Ave
Address Line 4: Morristown, NEW HAMPSHIRE 07962

ATTORNEY DOCKET NUMBER: C0349-00007

DOMESTIC REPRESENTATIVE

Name: MFX Fairfax
Address Line 1: 412 Mount Kemble Ave
Address Line 4: Morristown, NEW JERSEY 07960

DOMESTIC REPRESENTATIVE

Name: MFX Fairfax
Address Line 1: 412 Mount Kemble Ave
Address Line 4: Morristown, NEW JERSEY 07960

NAME OF SUBMITTER: Lori A. Patrick, Esq.

Signature: /Lori A. Patrick/

Date: 12/26/2013

Total Attachments: 17

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THIS AGREEMENT is made as of the 30th day of September, 2003,

BETWEEN:

LINDSEY MORDEN GROUP INC., a corporation incorporated under the laws of Canada

(the "Vendor")

- and -

MFXCHANGE HOLDINGS INC., a corporation incorporated under the laws of Canada

(the "Purchaser")

- and -

FAIRFAX FINANCIAL HOLDINGS LIMITED, a corporation incorporated under the laws of Canada

("Fairfax")

RECITALS:

- A. The Vendor is the beneficial and registered owner of all of the issued and outstanding shares in the capital of RiskVault Inc. (the "Corporation"), consisting of 15,000 common shares (the "Property");
- B. The Corporation has previously acquired from the Vendor all of the Vendor's right, title and interest to the computer software, RiskVault Intellectual Property and other assets associated with the provision of the Web-based system, known as RiskVault, designed to consolidate documents and data for claims processing purposes (the "RiskVault Assets");
- C. The Vendor wishes to sell and the Purchaser wishes to purchase the Property; and
- D. The Vendor is indebted to MFXchange (Ireland) Limited ("MFX Ireland") for an aggregate total of US\$581,760 for Intranet services provided by MFX Ireland to the Vendor during 2002 and 2003 (the "Intranet Charges").

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. **Definitions**

In this agreement:

- 1.1. "Intellectual Property" means the trade marks, trade mark applications, trade names, certification marks, patents, patent applications, copyrights, know-how, formulae, processes, inventions, technical expertise, research data, trade secrets, industrial designs and other similar property, and all registrations and applications for registration thereof;
- 1.2. "RiskVault Intellectual Property" means all Intellectual Property owned by the Corporation.

2. **Purchase and Sale**

The Vendor agrees to sell and the Purchaser agrees to purchase all of the Vendor's right, title and interest in and to the Property on the terms and conditions contained herein.

3. **Purchase Price**

The purchase price of the Property shall be equal to US\$581,760. In satisfaction of the purchase price of the Property, the Purchaser agrees to assume, pay and discharge all liabilities and obligations of the Vendor in respect of the Intranet Charges.

4. **Representations and Warranties of the Vendor**

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the Property. The Purchaser acknowledges that the representations and warranties contained in sections 4.3, 4.9, 4.10, 4.11, 4.12, 4.14, 4.16, 4.17 and 4.18 are expressed as of June 30, 2002 and with respect to the period from July 1, 2002 to the date hereof are expressed to the best of the Vendor's knowledge.

- 4.1. **Incorporation and Status of the Vendor.** The Vendor is duly incorporated and organized under the laws of Canada. The Vendor has the corporate power and capacity to enter into, and to perform its obligations under, this agreement;
- 4.2. **Due Authorization, etc.** The execution, delivery and performance of this agreement has been duly authorized by all necessary corporate action of the Vendor. This agreement has been duly executed and delivered by the Vendor and is a valid and binding obligation of the Vendor enforceable in accordance with its terms, subject to the usual exceptions as to bankruptcy and the enforceability of equitable remedies.
- 4.3. **Incorporation and Status of the Corporation.** The Corporation is duly incorporated and organized under the laws of Canada and is in good standing in each jurisdiction where, by reason of its business or assets, it is required to be qualified or licensed and it has all powers, licenses, franchises and permits

required to own its assets and carry on its business as the same is presently carried on.

- 4.4. **Authorized Capital of the Corporation.** The authorized capital of the Corporation consists of an unlimited number of common shares, of which 15,000 have been duly issued and are outstanding as fully paid and non-assessable.
- 4.5. **No Rights to Acquire Shares or Property.** There are no agreements, options, warrants, rights of conversion or other rights pursuant to which the Corporation is or may become obligated to issue any shares or any securities convertible into shares. There are no agreements, options or other rights pursuant to which the Vendor is, or may become, obligated to sell any of the Property.
- 4.6. **Right to Sell, and Title to, Property.** The Vendor is the sole registered and beneficial owner of the Property with good and marketable title thereto, free and clear of all security interests, liens, charges, encumbrances and adverse claims. All agreements or restrictions which limit or restrict the transfer of the Property to the Purchaser have been complied with and the Vendor has good and marketable title thereto and the full legal right, power and authority to sell, assign and transfer the Property to the Purchaser free and clear of all liens, charges, encumbrances and adverse claims.
- 4.7. **No Contravention.** None of the entering into of this agreement, the transfer of the Property or the performance by the Vendor of any of its obligations under this agreement will contravene, breach or result in any default under the articles, by-laws, constating documents or other organizational documents of the Vendor or under any mortgage, lease, agreement, other legally binding instrument, licence, permit, statute, regulation, order, judgment, decree or law to which the Vendor is a party or by which it may be bound.
- 4.8. **Approvals and Consents.** Other than the approval of the board of directors or shareholders of the Corporation for the transfer of the Property, as required by the articles of incorporation of the Corporation, no authorization, consent or approval of, or filing with or notice to, any governmental agency, regulatory body, court or other person is required in connection with the execution, delivery or performance of this agreement by the Vendor or the transfer of the Property hereunder.
- 4.9. **Financial Statements.** The financial statements of the Corporation for May 1, 2001 to September 30, 2003 have been prepared in accordance with generally accepted accounting principles consistently applied (subject to usual year-end adjustments) and fairly present the financial position of the Corporation and the results of its operations at the times and for the periods indicated and the provisions for taxes in the financial statements are adequate to cover all taxes, including interest and penalties, payable in respect of the operations and other transactions of the Corporation for all periods up to the date hereof.

- 4.10. **Liabilities and Guarantees.** The Corporation has no outstanding liabilities, contingent or otherwise, other than those disclosed in the financial statements and trade or business obligations incurred in the ordinary course of business.
- 4.11. **Material Contracts.** Other than as disclosed in Schedule C, the Corporation is not a party to any contract, agreement or other legally binding arrangement which may require a payment during the term of the contract in excess of \$1,000.
- 4.12. **Employees.** The Corporation has no employees.
- 4.13. **Non-Arm's Length Transactions.** The Corporation is not a party to any contract, commitment or transaction (including by way of loan) with any officer, director or shareholder of the Corporation or any of their respective affiliates or associates, other than as disclosed in the financial statements referred to above or in Schedule D hereto.
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- 4.14. **Title to Assets.** The Corporation owns and has good and marketable title, free and clear of all liens, charges and encumbrances, (except as disclosed in the financial statements referred to above and liens for current taxes not yet due), to all assets used in connection with its business, including, without limitation, the RiskVault Assets and all assets reflected on the balance sheet included in the financial statements referred to above or acquired by it after the date of such balance sheet except for changes in such assets in the ordinary course of business subsequent to that date.
- 4.15. **Real Property and Investments.** The Corporation owns or leases no real property and owns no interest in any corporation, partnership or other person.
- 4.16. **Intellectual Property.**
- 4.16.1. Schedule A sets out an accurate and complete list of the RiskVault Intellectual Property.
- 4.16.2. Schedule B sets out an accurate and complete list of all Intellectual Property that is licensed by the Corporation for its use.
- 4.16.3. For each registered intellectual property right listed in Schedule A, the office in which same is registered (being the only offices where such registration is necessary to preserve the rights thereto) is set out.
- 4.16.4. The Corporation has the exclusive right to use the RiskVault Intellectual Property and has a license and all other rights necessary to use all Intellectual Property listed in Schedule B.
- 4.16.5. To the Vendor's knowledge, based on investigation of external counsel, the conduct of the business of the Corporation does not infringe the Intellectual Property of any person.

- 4.17. **Compliance with Laws.** The Corporation is conducting its business in compliance with all applicable laws, regulations, by-laws and ordinances of each jurisdiction in which its business is carried on.
- 4.18. **No Litigation.** There is no action, litigation or other proceeding in progress, pending or, to the Vendor's knowledge, threatened against the Corporation.
- 4.19. **Corporate Records.** The corporate records and minute books of the Corporation contain complete and accurate minutes of all meetings of directors and committees thereof and shareholders held since its date of incorporation, and all such meetings were duly called and held, and the share certificate books, register of shareholders, register of transfers and register of directors of the Corporation are complete and accurate.
- 4.20. **Books of Accounts.** The books and records of the Corporation fairly present and disclose the financial position of the Corporation as at the date hereof and all material financial transactions of the Corporation have been accurately recorded in such books and records.
- 4.21. **Vendor Resident of Canada.** The Vendor is a resident of Canada under the *Income Tax Act (Canada)*.

5. Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying upon the following representations and warranties in connection with its sale of the Property:

- 5.1. **Incorporation and Status of the Purchaser.** The Purchaser is duly incorporated and organized under the laws of Canada. The Purchaser has the corporate power and capacity to enter into, and to perform its obligations under, this agreement.
- 5.2. **Due Authorization, etc.** The execution, delivery and performance of this agreement has been duly authorized by all necessary corporate action of the Purchaser. This agreement has been duly executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable in accordance with its terms, subject to the usual exceptions as to bankruptcy and the enforceability of equitable remedies.
- 5.3. **No Contravention.** None of the entering into of this agreement or the performance by the Purchaser of any of its obligations under this agreement will contravene, breach or result in any default under the articles, by-laws, constating documents or other organizational documents of the Purchaser or under any mortgage, lease, agreement, other legally binding instrument, licence, permit, statute, regulation, order, judgment, decree or law to which the Purchaser is a party or by which it may be bound.

- 5.4. **Accredited Investor.** The Purchaser is an accredited investor within the meaning of paragraph (r) of the definition of "accredited investor" in section 1.1 of Ontario Securities Commission Rule 45-501.

6. **Representations and Warranties of Fairfax**

Fairfax represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying upon the following representations and warranties in connection with the sale of the Property:

- 6.1. **Incorporation and Status of Fairfax.** Fairfax is duly incorporated and organized under the laws of Canada. Fairfax has the corporate power and capacity to enter into, and to perform its obligations under, this agreement.
- 6.2. **Due Authorization, etc.** The execution, delivery and performance of this agreement has been duly authorized by all necessary corporate action of Fairfax. This agreement has been duly executed and delivered by Fairfax and is a valid and binding obligation of Fairfax enforceable in accordance with its terms, subject to the usual exceptions as to bankruptcy and the enforceability of equitable remedies.
- 6.3. **No Contravention.** None of the entering into of this agreement nor the performance by Fairfax of any of its obligations under this agreement will contravene, breach or result in any default under the articles, by-laws, constating documents or other organizational documents of Fairfax or under any mortgage, lease, agreement or other legally binding instrument, license, permit, statute, regulation, order, judgment, decree or law to which Fairfax is a party or by which it may be bound.

7. **Survival of Covenants, Representations and Warranties**

All representations, warranties and agreements contained herein shall survive the closing of the transaction and shall continue for a period of three years from the Time of Closing.

8. **Completion of the Transaction**

This agreement shall be completed contemporaneously with the execution hereof, at which time the Vendor shall deliver the share certificates representing the Purchased Shares and such other documents as are required or contemplated to be delivered by the Vendor pursuant to this agreement and the Purchaser shall deliver such documents as are required to evidence its assumption of the indebtedness and obligations of the Vendor pursuant to the Intranet Charges, including the consent of MFX Ireland to such assumption.

9. **Covenants of Purchaser**

- 9.1. **Release from Guarantees.** The Purchaser shall use reasonable commercial efforts to assume, and obtain the Vendor's release from, obligations under any and all guarantees of the Vendor of the obligations of the Corporation under contracts with the sellers of electronic credit card payment services named in Schedule E,

and shall indemnify the Vendor for all costs, liabilities and expenses pursuant to each of those guarantees.

10. **Founders' Incentive Plan and Related Obligations**

Fairfax acknowledges and agrees that, as of the date hereof, the Vendor will be released from any and all obligations or liabilities associated with the agreements and understandings listed in items 1 to 6 of Schedule D and from the obligations and liabilities under the provisions of the agreement dated April 24, 2002 by and between the Vendor and Farid Nagji relating to certain payments to be made to Farid Nagji with respect to the future value of the Purchaser, and Fairfax hereby assumes from the Vendor, and shall indemnify and hold harmless the Vendor and the Purchaser for, any and all such obligations and liabilities.

11. **Further Assurances**

Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this agreement and shall use its best efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this agreement.

12. **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

13. **Entire Agreement**

This agreement constitutes the entire agreement between the parties pertaining to the subject matter of this agreement and supersedes all prior agreements and understandings between the parties relating to such subject matter, including, for greater certainty, the heads of agreement dated April 5, 2002 by and between the Vendor and the Purchaser. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this agreement, or any amendment or supplement thereto, by any party to this agreement or its directors, officers, employees or agents, to any other party to this agreement or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this agreement, and none of the parties to this agreement has been induced to enter into this agreement or any amendment or supplement by reason of any such warranty, representation, opinion, advice or assertion of fact. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent contemplated above.

14. Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by prepaid first-class mail, by facsimile or other means of electronic communication or by hand-delivery as hereinafter provided. Any such notice or other communication, if mailed by prepaid first-class mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fourth business day after the post-marked date thereof, or if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the business day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike lock-out or otherwise, notices or other communications shall be delivered by hand or sent by facsimile or other means of electronic communication and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows:

- (a) if to the Vendor:

Lindsey Morden Group Inc.
70 University Avenue
Suite 1200
Toronto, Ontario
M5J 2M4

Attention: Senior Vice-President, Corporate Affairs
Telecopier number: (416) 596-9362

- (b) if to the Purchaser:

MFExchange Holdings Inc.
895 Don Mills Road
Suite #300
Morneau Sobeco Centre II
Toronto, Ontario
M3C 1W3

Attention: Vice President, Finance
Telecopier number: (973) 254-5369

- (c) if to Fairfax:

Fairfax Financial Holdings Limited
95 Wellington Street West
Suite 800
Toronto, Ontario
M5J 2N7

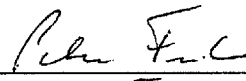
Attention: Vice President, Finance
Telecopier number: (416) 367-2201

15. Counterparts

This agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

LINDSEY MORDEN GROUP INC.

by: 
Name: PETER FRITIE
Title: SVP

MFXCHANGE HOLDINGS INC.

by: _____
Name:
Title:

FAIRFAX FINANCIAL HOLDINGS LIMITED

by: _____
Name:
Title:

Attention: Vice President, Finance
Telecopier number: (416) 367-2201

15. Counterparts

This agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

LINDSEY MORDEN GROUP INC.

by: _____
Name:
Title:

MFXCHANGE HOLDINGS INC.

by: Raymond A. Roy
Name: Raymond A. Roy
Title: Chairman & CEO

FAIRFAX FINANCIAL HOLDINGS LIMITED

by: _____
Name:
Title:

Attention: Vice President, Finance
Telecopier number: (416) 367-2201

15. Counterparts

This agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

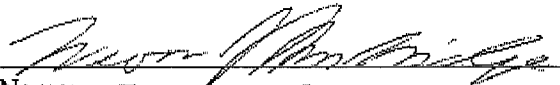
LINDSEY MORDEN GROUP INC.

by: _____
Name:
Title:

MFXCHANGE HOLDINGS INC.

by: _____
Name:
Title:

FAIRFAX FINANCIAL HOLDINGS LIMITED

by: 
Name: TREVOR J AMBROSE
Title: VP and CFO

SCHEDULE A
INTELLECTUAL PROPERTY OF THE CORPORATION
(THE RISKVAULT INTELLECTUAL PROPERTY)

1. "Riskvault" Canadian trademark application Serial No. 1,097,869 in the Canadian Intellectual Property Office and United States Trademark Application Serial No. 76/319904 filed on April 30, 2002 in the United States Patent and Trademark Office (assigned from Lindsey Morden Group Inc. effective as of April 30, 2001).
- ~~2. "Vaultpacket" Canadian trademark application Serial No. 1,097,869 in the Canadian Intellectual Property Office and United States Trademark Application Serial No. 76/350501 filed on April 30, 2002 in the United States Patent and Trademark Office.~~
3. Business Name Registration of Riskvault in Ontario.
4. Provisional Patent Application No. 60/286,976 filed on April 30, 2001 in the United States Patent and Trademark Office.
5. System and Method for Processing Insurance Claims -- United States Patent Application No. 10/134,448 filed on April 30, 2002 in the United States Patent and Trademark Office, claiming filing priority from the Provisional case; Applicants: Robert Herron, Jeff Clark, Andrew Lund and Farid Nagji; Assignee: Riskvault Inc.
6. Agreements 2-6 referred to in Schedule D.

SCHEDULE B
INTELLECTUAL PROPERTY LICENSED BY THE CORPORATION

1. Code for Riskvault application developed by TATA for and owned by MFXchange Holdings Inc. and licensed to the Corporation pursuant to an oral agreement.
-

SCHEDULE C
LIST OF MATERIAL CONTRACTS

1. Paymentech LLC Credit Card Processing Services Agreement dated April 2001 for US credit card services.
 2. Paymentech Electronic Check Processing Addendum to Credit Card Processing Services Agreement dated April 2001.
 3. Paymentech LLC Canadian/Mastercard Merchant Agreement dated June 1, 2001.
 4. Paymentech LLC Canadian/Visa Merchant Agreement dated June 1, 2001.
 5. Paymentech LLC Merchant Agreement for Canadian Electronic Check Processing dated July 20, 2001.
-
6. American Express US Acceptance Agreement from July 2001 (Note that terms and conditions only provided and no formal acceptance confirmation received.)
 7. American Express of Canada Credit Card Acceptance Agreement dated October 3, 2001 as amended.
 8. CyberSource eCommerce Solutions Agreement dated April 2001.
 9. See disclosure of Riskvault Founders' Incentive Plan in Item 1 of Schedule D.

SCHEDULE D
NON-ARM'S LENGTH TRANSACTIONS

1. Robert Herron, Jeff Clark, Andrew Lund, Farid Nagji and Peter Fritze received participations in the Riskvault Founders' Incentive Plan dated June 22, 2001. First four participants' interests in plan replaced by commitments from Lindsey Morden Group Inc. made pursuant to an agreement dated April 24, 2002 by and between Farid Nagji and Lindsey Morden Group Inc., with respect to the interest of Farid Nagji, and pursuant to e-mails dated May 8, 2002 from Peter Fritze, on behalf of Lindsey Morden Group Inc., to Robert Herron, Jeff Clark and Andrew Lund, with respect to the interests of such participants. Peter Fritze has waived interest in plan pursuant to a waiver dated as of May 8, 2002.

2. Agreement made June 29, 2001 and effective 10th day of April, 2001 between Cunningham Lindsey Canada Limited, Riskvault Inc. and Jeff Clark.
3. Agreement made June 29, 2001 and effective 10th day of April, 2001 between Cunningham Lindsey U.S., Inc., Riskvault Inc. and Farid Nagji.
4. Agreement made June 29, 2001 and effective 10th day of April, 2001 between Cunningham Lindsey U.S., Inc., Riskvault Inc. and Robert Herron.
5. Agreement made June 29, 2001 and effective 10th day of April, 2001 between Cunningham Lindsey UK, Riskvault Inc. and Andrew Lund.
6. Agreement made June 29, 2001 and effective 10th day of April, 2001 between Cunningham Lindsey Canada Limited, Riskvault Inc. and Peter Fritze.
7. Assignment by Robert Herron, Jeff Clark, Andrew Lund and Farid Nagji for U.S. Patent Office of patent referred to in Schedule A.
8. Assignment by Lindsey Morden Group Inc. of RiskVault Trademark applications referred to in Schedule A.
9. Oral licence arrangement with MFXchange Holdings Inc. referred to in Schedule B.
10. Guarantees by Lindsey Morden Group Inc. of Paymentech/Amex agreements.

SCHEDULE E
LIST OF GUARANTEES

1. Paymentech LLC Canadian/Mastercard
 2. Paymentech LLC Canadian/VISA
 3. American Express US
 4. American Express of Canada
-
5. Paymentech LLC Electronic Check Processing
 6. Paymentech LLC Credit Card Processing



CONSENT

TO: LINDSEY MORDEN GROUP INC. ("LMGI")

AND TO: MFXCHANGE HOLDINGS INC. ("MFX Holdings")

The undersigned, MFXchange (Ireland) Limited ("MFX Ireland") hereby consents and agrees to the assumption by MFX Holdings of the indebtedness in the amount of US\$581,760 owed by LMGI to MFX Ireland for Intranet services provided by MFX Ireland to LMGI during 2002 and 2003.

DATED: September 30, 2003

MFXCHANGE (IRELAND) LIMITED

by: _____

Name: _____

Title: _____

John Casey

General Manager

MFXchange (Ireland) Limited

Registered Office: First Floor, 12/13 Exchange Place, IFSC, Dublin 1, Ireland

Telephone: +353 1 673 8648

Facsimile: +353 1 672 0914