

112113/B

In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01

## Particulars of a charge



**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](http://www.companieshouse.gov.uk)

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

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

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

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

FRIDAY



A17 \*A415RM16\* 13/02/2015 #66

### 1 Company details

Company number: 07195881

Company name in full: Marlin Financial Group Limited

**COMPANIES HOUSE**  
Filing in this form  
Please complete in typescript or in bold black capitals  
All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date: 05/02/2015

### 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: J P Morgan Europe Limited (as security agent)

Name:

Name:

Name:

Name:

Name:

Name:

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

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



# MR01

## Particulars of a charge

### 4 Brief description

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

Brief description

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

Please limit the description to the available space

### 5 Other charge or fixed security

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

Yes

No

### 6 Floating charge

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

Yes Continue

No Go to **Section 7**

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

Yes

### 7 Negative Pledge

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

Yes

No

### 8 Trustee statement <sup>1</sup>

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

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

### 9 Signature

Please sign the form here

Signature


Signature


X *Aufford Chance LLP* X


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

# MR01


## Particulars of a charge


 <b>Presenter information</b>	
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	Isabella Gill Ref 70-40527904
Company name	Clifford Chance LLP
Address	10 Upper Bank Street
Post town	London
County/Region	
Postcode	E 1 4 5 J J
Country	United Kingdom
DX	149120 Canary Wharf 3
Telephone	020 7006 1000

 <b>Certificate</b>
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.


 <b>Checklist</b>
<b>We may return forms completed incorrectly or with information missing.</b>

<b>Please make sure you have remembered the following:</b>
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register
<input checked="" type="checkbox"/> You have included a certified copy of the instrument with this form
<input checked="" type="checkbox"/> You have entered the date on which the charge was created
<input checked="" type="checkbox"/> You have shown the names of persons entitled to the charge
<input checked="" type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input checked="" type="checkbox"/> You have given a description in Section 4, if appropriate
<input checked="" type="checkbox"/> You have signed the form
<input checked="" type="checkbox"/> You have enclosed the correct fee
<input checked="" type="checkbox"/> Please do not send the original instrument, it must be a certified copy

 <b>Important information</b>
<b>Please note that all information on this form will appear on the public record.</b>

 <b>How to pay</b>
<b>A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.</b>
Make cheques or postal orders payable to 'Companies House'

 <b>Where to send</b>
<b>You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:</b>
<b>For companies registered in England and Wales:</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
<b>For companies registered in Scotland:</b> 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)
<b>For companies registered in Northern Ireland.</b> 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

 <b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>
<b>This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a></b>



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7195881

Charge code: 0719 5881 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th February 2015 and created by MARLIN FINANCIAL GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2015.

*DH*

Given at Companies House, Cardiff on 20th February 2015



**Companies House**



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

**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE LLP**

We hereby certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the original

EXECUTION VERSION

Signed Clifford Chance LLP

Date 12 February 2015  
Clifford Chance LLP  
10 Upper Bank Street  
London E14 5JJ

DATED 5 FEBRUARY 2015

THE COMPANIES LISTED HEREIN  
AS CHARGORS

AND

MARLIN FINANCIAL INTERMEDIATE LIMITED

IN FAVOUR OF

J P MORGAN EUROPE LIMITED  
AS SECURITY AGENT

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SUPPLEMENTAL DEED OF CHARGE

EXECUTED IN CONNECTION WITH THE  
AMENDMENT OF A FACILITY AGREEMENT  
ORIGINALLY DATED 20 SEPTEMBER 2012

SUPPLEMENTAL TO A DEBENTURE DATED 25  
JULY 2013

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**THIS SUPPLEMENTAL DEED OF CHARGE** (the "**Supplemental Charge**") is made by way of deed on 5 February 2015

**BY**

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**"), and
- (2) **MARLIN FINANCIAL INTERMEDIATE LIMITED**, a private limited liability company incorporated under the laws of England and Wales with company registration number 07196379 and with its registered office at 16-22 Grafton Road, Worthing, West Sussex, United Kingdom BN11 1QP ("**MFI**"), in favour of
- (3) **J.P. MORGAN EUROPE LIMITED** as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (as defined below) (the "**Security Agent**") which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement)

**RECITALS:**

- (A) The Lenders (as defined in the Original Facility Agreement) made available to the Cabot Financial (UK) Limited a revolving credit facility pursuant to the Original Facility Agreement (as defined below)
- (B) By virtue of the Original Security Document (as defined below) the Chargors and MFI created security over the Charged Assets in respect of the Secured Obligations (each as defined in the Original Security Document)
- (C) The Agent and the Lenders (as defined in the Original Facility Agreement) have agreed to amend the Original Facility Agreement as set out in the Amendment Agreement (each as defined below), including an increase in the Total Commitments (as defined in the Original Facility Agreement) to £195,000,000, with an option to increase the Total Commitments by a further £55,000,000
- (D) The Chargors and MFI wish to confirm the existing security created pursuant to the Original Security Document and grant security over the Charged Assets (as defined in the Original Security Document) to secure the obligations of the Obligors (as defined in the Original Facility Agreement) and MFI to the Lenders (as defined in the Original Facility Agreement) as amended and restated by the Amendment Agreement
- (E) This Supplemental Charge is supplemental to the Original Security Document

**IT IS AGREED** as follows

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Supplemental Charge

**"Amended Facility Agreement"** means the Original Facility Agreement as amended and restated by the Amendment Agreement.



**"Amended Secured Obligations"** means the Secured Obligations as defined in the Original Security Document and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Effective Date of the Amendment Agreement

**"Amendment Agreement"** means the amendment agreement dated on or about the date hereof between, among others, Cabot Financial Limited as parent, the Chargors, MFI, DNB Bank ASA, London Branch, JPMorgan Chase Bank N A , London Branch, Lloyds Bank plc and The Royal Bank of Scotland plc as existing lenders, the financial institutions named in the Amendment Agreement as New Lenders and the Security Agent

**"Effective Date"** has the meaning given to it in the Amendment Agreement

**"Fixed Security"** means any mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clauses 3 2 (*Fixed Charges*) and 3 3 (*Assignments*)

**"Intercreditor Agreement"** means the intercreditor agreement dated 25 July 2013, between, amongst others, Marlin Financial Intermediate II Limited as parent, The Bank of New York Mellon, London Branch as senior note trustee and The Royal Bank of Scotland plc as security trustee, as amended and/or restated from time to time.

**"Original Security Document"** means the debenture dated 25 July 2013 between the Chargors, MFI and the Security Agent

**"Original Facility Agreement"** means the facility agreement originally dated 20 September 2012 between, among others, Cabot Financial Limited as parent, Cabot Financial (UK) Limited as borrower and the Security Agent (as amended and/or restated from time to time before the Effective Date of the Amendment Agreement), to which the Chargors and MFI acceded as guarantors on 14 March 2014

**"Original Security"** means the Security created under the Original Security Document

## 1 2 **Terms defined in other Finance Documents**

Unless defined in this Supplemental Charge, or the context otherwise requires, a term defined in the Original Security Document or the Intercreditor Agreement, or, to the extent not defined in the Original Security Agreement or the Intercreditor Agreement, the Amendment Agreement or the Amended Facility Agreement has the same meaning in this Supplemental Charge or any notice given under or in connection with this Supplemental Charge

## 1 3 **Construction**

1 3 1 The rules of construction set out in clause 1 3(a) of the Original Security Document shall apply to the construction of this Supplemental Charge

1 3 2 In this Supplemental Charge any reference to the "Security Agent", the "Chargors", "MFI", the "Finance Parties", the "Agent" or the "Secured Parties" shall be construed so as to include its or their (and any subsequent)

successors and any permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent under the Amended Facility Agreement

1 3 3 From the Effective Date the Original Security Document shall be read and construed as one document with this Supplemental Charge.

1 3 4 References in this Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Charge

#### 1 4 **Third Party Rights**

A person who is not a party to this Supplemental Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Charge

### 2 **CONFIRMATION OF EXISTING SECURITY**

For the avoidance of doubt, each Chargor and MFI confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 3 (*Amendment and Restatement*) of the Amendment Agreement and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facility Agreement)

### 3. **SUPPLEMENTAL SECURITY**

#### 3 1 **Consent for Fixed Security**

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party

#### 3 2 **Fixed Charges**

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor (and MFI in respect of Clause 3 2 7 below only) charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in a Chargor at the date of this Supplemental Charge shall be a charge by way of legal mortgage), all of its rights, title and interest from time to time in and to

3 2 1 all its Real Property (other than the Excluded Real Property),

3 2 2 all its Tangible Moveable Property,

3 2 3 all its Accounts (except for the Control Accounts),

3 2 4 any contract or agreement to which that Chargor is a party (except for the Intercompany Loan Agreements) (including any Hedging Agreement),

- 3 2 5 all its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Charge),
- 3 2 6 all its Investments and all dividends, interest and other monies payable in respect of those Investments,
- 3 2 7 all its Shares and all dividends, interest and other monies payable in respect of those Shares,
- 3 2 8 all its Intellectual Property,
- 3 2 9 any goodwill, rights and claims in relation to the uncalled capital of that Chargor,
- 3 2 10 (to the extent not validly and effectively assigned pursuant to Clause 3 3 (*Assignments*)), all of its rights, title and interest from time to time in and to each Control Account, each Intercompany Loan Agreement and each Insurance Policy of that Chargor,

in each case together with all Related Rights (in the case of any Shares or Investments, whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

### 3 3 Assignments

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Amended Secured Obligations all of its rights, claims, title and interest from time to time in and to each of the following assets

- 3 3 1 each of its Control Accounts,
- 3 3 2 each of its Intercompany Loan Agreements, and
- 3 3 3 the proceeds of each of its Insurance Policies,

in each case together with all Related Rights

### 3 4 Floating Charge

- 3 4 1 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor with full title guarantee charges in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations by way of first floating charge all present and future assets and undertaking of that Chargor
- 3 4 2 The floating charge created by sub-clause 3 4 1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that

Chargor under the Primary Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Amended Secured Obligations

3 4 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3 4 (*Floating Charge*)

#### 4 MISCELLANEOUS

##### 4 1 Incorporation of terms – Original Security Document

The provisions of Clauses 1 8 (*Present and future assets*), 1 9 (*Real Property*), 1 10 (*Separate Security*), 1 11 (*Security Agent assumes no obligation*), 2 (*Covenant to pay*), 5 2 (*Crystallisation by notice*), 5 3 (*Crystallisation automatic*), 6 (*Provisions as to Security and Perfection*), 7 (*Further Assurance*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*Enforcement of Security*), 14 (*Extension of Powers and Rights of Appropriation*), 15 (*Appointment of Receiver or Administrator*), 16 (*Powers of Receivers*), 17 (*Application of Monties*), 18 (*Protection of Purchasers*), 19 (*Power of Attorney*), 20 (*Effectiveness of Security*), 21 (*Prior Security Interests*), 22 (*Subsequent Security Interests*), 23 (*Suspense Accounts*), 24 (*Release of Security*), 25 (*Set-off*), 26 (*Assignment*), 27 (*Notices*), 28 (*Discretion and Delegation*), and 30 (*Jurisdiction*) (and including Schedule 4 (*Form of Legal Charge*), Schedule 5 (*Form of Notice of Security to Account Bank*), Schedule 6 (*Form of Notice of Assignment of Intercompany Loan Agreement*), Schedule 7 (*Form of Notice of Assignment of Insurance Policy*) and Schedule 8 (*Form of Security Accession Deed*) of the Original Security Document are incorporated into this Supplemental Charge as if set out in full in this Supplemental Charge, but so that references into those clauses to

4 1 1 the "**Facility Agreement**" are references to the "Amended Facility Agreement",

4 1 2 the "**Secured Obligations**" are references to the "Amended Secured Obligations",

4 1 3 "**this Debenture**" are references to this Supplemental Charge, and

4 1 4 in respect of Clause 1 10 (*Separate Security*) of the Original Security Document only, so that the reference to "Clauses 4 1 (*Mortgage of Real Property*) to 4 1 4 (*Assignment of Insurance Policies*)" is a reference to "Clauses 3 2 1 to 3 2 10".

##### 4 2 Incorporation of terms – Amended Facility Agreement

The provisions of Clauses 1 3 (*Third party rights*), 18 (*Tax gross up and indemnities*), 20 (*Other indemnities*), 38 1 (*Accounts*), 38 2 (*Certificates and determinations*) and 41 (*Amendments and waivers*) of the Amended Facility Agreement are deemed to form part of this Supplemental Charge as if expressly incorporated into it and as if all references in those clauses to the Agreement were references to this Supplemental Charge

4.3 **Original Security Document**

Except insofar as supplemented by this Supplemental Charge the Original Security Document shall remain in full force and effect

4.4 **No merger**

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Document shall continue in full force and effect notwithstanding this Supplemental Charge and shall not merge in any security constituted by this Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Supplemental Charge

4.5 **Counterparts**

This Supplemental Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Charge

5 **GOVERNING LAW**

This Supplemental Charge and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS SUPPLEMENTAL CHARGE** has been signed on behalf of the Security Agent and executed as a deed by each of the Chargors and MFI and is delivered by each of them on the date specified above

**SCHEDULE 1  
THE CHARGORS**

<b>Name of Chargor</b>	<b>Registration number (or equivalent, if any) Jurisdiction of Incorporation</b>
Marlin Financial Intermediate II Limited	8346249, England & Wales
Marlin Financial Group Limited	7195881, England & Wales
Marlin Midway Limited	8255990, England & Wales
Black Tip Capital Holdings Limited	5927496, England & Wales
ME III Limited	7255614, England & Wales
Marlin Senior Holdings Limited	8215555, England & Wales
Marlin Portfolio Holdings Limited	8215352, England & Wales
Marlin Financial Services Limited	4618038, England & Wales
Marlin Legal Services Limited	6200270, England & Wales
Marlin Capital Europe Limited	4623224, England & Wales
MCE Portfolio Limited	5892466, England & Wales
MFS Portfolio Limited	5477405, England & Wales
Marlin Europe I Limited	5948653, England & Wales
Marlin Europe II Limited	6145019, England & Wales
ME IV Limited	07256706, England & Wales

EXECUTION PAGES TO SUPPLEMENTAL CHARGE

EXECUTED as a DEED [REDACTED]  
by MARLIN FINANCIAL INTERMEDIATE ILLIMITED

acting by a director ) [REDACTED]  
in the presence of ) [REDACTED]

Signature of witness [REDACTED]

Name (in BLOCK CAPITALS) IRINA KOZLOVA

Address White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

EXECUTED as a DEED [REDACTED]  
by MARLIN FINANCIAL GROUP LIMITED

acting by a director ) [REDACTED]  
in the presence of ) [REDACTED]

Signature of witness [REDACTED]

Name (in BLOCK CAPITALS) IRINA KOZLOVA

Address White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

EXECUTED as a DEED [REDACTED]  
by MARLIN MIDWAY LIMITED

acting by a director ) [REDACTED]  
in the presence of ) [REDACTED]

Signature of witness [REDACTED]

Name (in BLOCK CAPITALS) IRINA KOZLOVA

Address  
White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

EXECUTED as a DEED  
by BLACK TIP CAPITAL HOLDINGS LIMITED

acting by a director )  
in the presence of )

Signature of witness

Name (in BLOCK CAPITALS)

IRINA KOZLOVA

Address

White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

EXECUTED as a DEED  
by ME III LIMITED

acting by a director )  
in the presence of )

Signature of witness

Name (in BLOCK CAPITALS)

IRINA KOZLOVA

Address

White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

EXECUTED as a DEED  
by MARLIN SENIOR HOLDINGS LIMITED

acting by a director )  
in the presence of )

Signature of witness

Name (in BLOCK CAPITALS)

IRINA KOZLOVA

Address

White & Case LLP  
5 Old Broad Street  
London EC2N 1DW



EXECUTED as a DEED  
by MARLIN PORTFOLIO HOLDINGS LIMITED

acting by a director )  
in the presence of )

Signature of witness

Name (in BLOCK CAPITALS) IRINA KIZLOVA

Address:  
White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

EXECUTED as a DEED  
by MARLIN FINANCIAL SERVICES LIMITED

acting by a director )  
in the presence of )

Signature of witness

Name (in BLOCK CAPITALS) IRINA KIZLOVA

Address  
White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

EXECUTED as a DEED  
by MARLIN LEGAL SERVICES LIMITED

acting by a director )  
in the presence of )

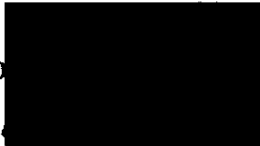
Signature of witness

Name (in BLOCK CAPITALS) IRINA KIZLOVA

Address

White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

EXECUTED as a DEED  
by MARLIN CAPITAL EUROPE LIMITED



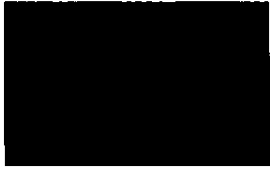
acting by a director )  
in the presence of )

Signature of witness



Name (in BLOCK CAPITALS) *IRINA KOLLOVA*

Address  
White & Case LLP  
5 Old Broad Street  
London EC2N 1DW



EXECUTED as a DEED  
by MCE PORTFOLIO LIMITED

acting by a director )  
in the presence of )

Signature of witness



Name (in BLOCK CAPITALS) *IRINA KOLLOVA*

Address  
White & Case LLP  
5 Old Broad Street  
London EC2N 1DW



EXECUTED as a DEED  
by MFS PORTFOLIO LIMITED

acting by a director )  
in the presence of )

Signature of witness



Name (in BLOCK CAPITALS) *IRINA KOLLOVA*

Address  
White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

EXECUTED as a DEED  
by MARLIN EUROPE I LIMITED



acting by a director )  
in the presence of )

Signature of witness



Name (in BLOCK CAPITALS) *IRINA KOLLOVA*

Address *White & Case LLP*

*5 Old Broad Street*

*London EC2N 1DW*

EXECUTED as a DEED  
by MARLIN EUROPE II LIMITED



acting by a director )  
in the presence of )

Signature of witness



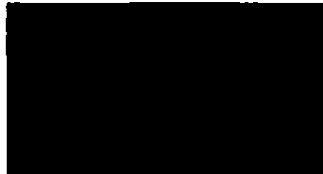
Name (in BLOCK CAPITALS) *IRINA KOLLOVA*

Address *White & Case LLP*

*5 Old Broad Street*

*London EC2N 1DW*

EXECUTED as a DEED  
by ME IV LIMITED



acting by a director )  
in the presence of )

Signature of witness



Name (in BLOCK CAPITALS) *IRINA KOLLOVA*

Address

*White & Case LLP*

*5 Old Broad Street*

*London EC2N 1DW*

EXECUTED as a DEED  
by MARLIN FINANCIAL INTERMEDIATE LIMITED

acting by a director )  
in the presence of )

Signature of witness

Name (in BLOCK CAPITALS)

*IRINA KOLOVA*

Address.

White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

**The Security Agent**

**SIGNED** for and on behalf of  
**J.P. MORGAN EUROPE LIMITED**

By [REDACTED] Ben Haines  
Vice President

Address. 25 BANK ST, E14 5JP

Fax: [REDACTED]

Attention: LOAN AGENCY LONDON