


113411/13

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 Please go to www.companieshouse.gov.uk	 LD3 19/11/2015 #113 COMPANIES HOUSE
<input checked="" type="checkbox"/> What this form is for You may use this form to register a charge created or evidenced by an instrument	<input checked="" type="checkbox"/> What this form is NOT for You may not use this form to register a charge where the instrument is not a deed. Use form MR02	

THURSDAY

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

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

1 Company details	3 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number: 07195881	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full: Marlin Financial Group Limited	

2 Charge creation date	
Charge creation date: 11/04/15	

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 trustee for each of the Secured Parties)
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below	
<input type="checkbox"/> 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 [Ⓢ]

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

[Ⓢ]This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

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

MR01

Particulars of a charge

Presenter information

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 **Ben Rayner (70-40602717)**

Company name **Clifford Chance LLP (via CH London)**

Counter

Address **10 Upper Bank Street**

Post town **London**

County/Region **Greater London**

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **+44 (0)20 7006 2736**

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7195881

Charge code: 0719 5881 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2015 and created by MARLIN FINANCIAL GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2015.

✓✓

Given at Companies House, Cardiff on 25th November 2015



Companies House



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

DATED 11 November 2015

THE COMPANIES LISTED HEREIN
AS CHARGORS

AND

MARLIN FINANCIAL INTERMEDIATE LIMITED

IN FAVOUR OF

J P MORGAN EUROPE LIMITED
AS SECURITY AGENT

SUPPLEMENTAL DEED OF CHARGE

SUPPLEMENTAL TO A DEBENTURE DATED 25
JULY 2013 AS CONFIRMED ON 8 FEBRUARY 2014
AND AS SUPPLEMENTED BY A SUPPLEMENTAL
DEED OF CHARGE DATED 5 FEBRUARY 2015 AND
AS FURTHER SUPPLEMENTED BY A
SUPPLEMENTAL DEED OF CHARGE DATED 1 JUNE
2015

We hereby certify that,
save for material redacted pursuant to s.895G of the Companies Act 2006,
this is a true copy of the original.

Date 18 November 2015

Signed Clifford Chance LLP

Clifford Chance LLP
10 Upper Bank St
London E14 5JJ

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THIS SUPPLEMENTAL DEED OF CHARGE (the "**Supplemental Charge**") is made by way of deed on 11 November 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 Intercréditor Agreement (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 Intercréditor Agreement)

RECITALS:

- (A) The Lenders made available to the Borrower (each as defined in the Original Facility Agreement) a revolving credit facility pursuant to the Original Facility Agreement (as defined below)
- (B) The Lenders have agreed to amend the Original Facility Agreement as set out in the Amendment Agreement (each as defined below) with effect from the Effective Date (as defined in the Amendment Agreement)
- (C) 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)
- (D) Cabot Financial (Luxembourg) II S A (the "**Notes Issuer**") has issued Pari Passu Notes and incurred Pari Passu Liabilities (each as defined in the Intercréditor Agreement) in respect of €310,000,000 senior secured floating rate notes due 2021 (the "**Notes**") On the date hereof, the Issuer has acceded to the Intercréditor Agreement as a Debtor (as defined in the Intercréditor Agreement) and acceded to the Amended Facility Agreement as an Additional Guarantor (as defined in the Amended Facility Agreement)
- (E) 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 Amended Facility Agreement) and MFI to the Lenders (as defined in the Amended Facility Agreement) and to the Pari Pasu Noteholders (as defined in the Intercréditor Agreement) of the Notes
- (F) 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 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 Amended Facility Agreement and the Notes on and after the date hereof

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

"**Amendment Agreement**" means the amendment agreement dated 11 November 2015 between, amongst others, Cabot Financial Limited as parent, the subsidiaries of the Parent listed therein as borrowers, the companies listed therein as guarantors, CCML, Cabot Financial (Luxembourg) II S A and Bramleyside Limited (which is in the process of changing its name to Cabot Financial (Treasury) Ireland Limited) as additional guarantors, the financial institutions listed therein as existing lenders, Shawbrook Bank Limited as additional commitment lender and J P Morgan Europe Limited as agent, security agent and Marlin security agent

"**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*).

"**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 restated on 5 February 2015)

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

"**Original Security Document**" means the debenture dated 25 July 2013 between, amongst others, the Chargors, MFI and the Security Agent as confirmed on 8 February 2014 and as supplemented by a supplemental deed of charge dated 5 February 2015 and as further supplemented by a supplemental deed of charge dated 1 June 2015.

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, 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 Intercreditor Agreement

1 3 3 From the date hereof 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 date hereof, the Original Security shall (a) remain in full force and effect and (b) continue to secure its Amended Secured Obligations under the Debt Documents

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 Monies*), 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 – Original Facility Agreement

The provisions of clauses 1 3 (*Third party rights*), 1 8 (*Tax gross up and indemnities*), 20 (*Other indemnities*), 39 1 (*Accounts*), 39 2 (*Certificates and determinations*) and 42 (*Amendments and waivers*) of the Original 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

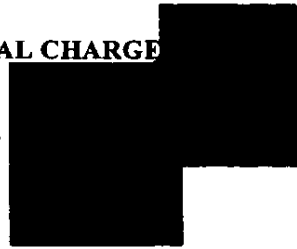
**SCHEDULE 1
THE CHARGORS**

Name of Chargor	Registration number (or equivalent, if any) Jurisdiction of Incorporation
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
Cabot Financial (Marlin) 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
by MARLIN FINANCIAL INTERMEDIATE II LIMITED

acting by a director)
in the presence of)



CHRIS ROSS-ROBERTS

Signature of witness

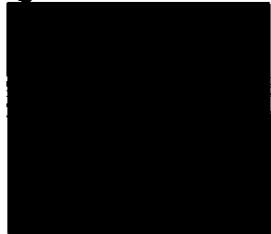


Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address C/O Kings Hill Avenue, Kings Hill, West Mallug
Kene Meghwa

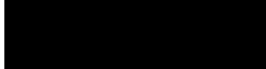
EXECUTED as a DEED
by MARLIN FINANCIAL GROUP LIMITED

acting by a director)
in the presence of)



CHRIS ROSS-ROBERTS

Signature of witness



Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address C/O Kings Hill Avenue, Kings Hill, West Mallug
Kene Meghwa.

EXECUTED as a DEED
by MARLIN MIDWAY LIMITED

acting by a director)
in the presence of)



CHRIS ROSS-ROBERTS

Signature of witness



Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address C/O Kings Hill Avenue, Kings Hill, West Mallug
Kene Meghwa

EXECUTED as a DEED
by BLACK TIP CAPITAL HOLDINGS LIMITED

acting by a director)
in the presence of)



CHRIS ROSS-ROBERTS

Signature of witness



Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address c/o 1 Kings Hill Avenue, Kings Hill, West Malling
Kent ME19 4UA

EXECUTED as a DEED
by ME III LIMITED

acting by a director)
in the presence of)



CHRIS ROSS-ROBERTS

Signature of witness



Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address c/o 1 Kings Hill Avenue, Kings Hill, West Malling
Kent ME19 4UA

EXECUTED as a DEED
by MARLIN SENIOR HOLDINGS LIMITED

acting by a director)
in the presence of)



CHRIS ROSS-ROBERTS

Signature of witness



Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address c/o 1 Kings Hill Avenue, Kings Hill, West Malling
Kent, ME19 4UA

EXECUTED as a DEED
by MARLIN PORTFOLIO HOLDINGS LIMITED

acting by a director)
in the presence of)



Signature of witness



CHRIS ROSS-ROBERTS

Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address 40 Kings Hill Avenue, Kings Hill, West Malling
Kent, ME19 4UA

EXECUTED as a DEED
by CABOT FINANCIAL (MARLIN) LIMITED

acting by a director)
in the presence of)



Signature of witness.



CHRIS ROSS-ROBERTS

Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address 40 Kings Hill Avenue, Kings Hill, West Malling
Kent ME19 4UA

EXECUTED as a DEED
by MARLIN LEGAL SERVICES LIMITED

acting by a director)
in the presence of)



Signature of witness



CHRIS ROSS-ROBERTS

Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address 40 Kings Hill Avenue, Kings Hill, West Malling
Kent ME19 4UA

EXECUTED as a DEED
by MARLIN CAPITAL EUROPE LIMITED

acting by a director)
in the presence of:)



CHRIS ROSS-ROBERTS

Signature of witness



Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address 1 Kings Hill Avenue, Kings Hill, West Malling
Kent, ME19 4UA

EXECUTED as a DEED
by MCE PORTFOLIO LIMITED

acting by a director)
in the presence of)



CHRIS ROSS-ROBERTS

Signature of witness



Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address 1 Kings Hill Avenue, Kings Hill, West Malling
Kent, ME19 4UA

EXECUTED as a DEED
by MFS PORTFOLIO LIMITED

acting by a director)
in the presence of)



CHRIS ROSS ROBERTS

Signature of witness



Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address 1 Kings Hill Avenue, Kings Hill, West Malling
Kent, ME19 4UA

EXECUTED as a DEED
by MARLIN EUROPE I LIMITED

acting by a director)
in the presence of)



Signature of witness



CHRIS ROSS-ROBERTS

Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address 1 Kings Hill Avenue, Kings Hill, West Malling
Kent ME19 4UA

EXECUTED as a DEED
by MARLIN EUROPE II LIMITED

acting by a director)
in the presence of)



Signature of witness



CHRIS ROSS-ROBERTS

Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address 1 Kings Hill Avenue, Kings Hill, West Malling
Kent ME19 4UA

EXECUTED as a DEED
by ME IV LIMITED

acting by a director)
in the presence of)



Signature of witness

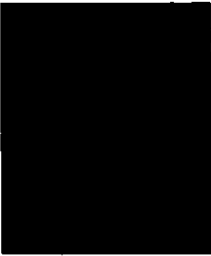


CHRIS ROSS-ROBERTS

Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address 1 Kings Hill Avenue, Kings Hill, West Malling
Kent, ME19 4UA

EXECUTED as a DEED
by MARLIN FINANCIAL INTERMEDIATE LIMITED



acting by a director)
in the presence of)

CHRIS ROSS-ROBERTS

Signature of witness



Name (in BLOCK CAPITALS) MICHELLE BONIFACE

Address 1 Kings Hill Avenue, Kings Hill, West Malling
Kent ME19 4JA

The Security Agent

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

By

Address

Fax

Attention

Clifford Chance LLP
Herman Park

2736 / 275(2)