

MR01

Particulars of a charge

234027/26
Laserform

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

☒ 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 the
instrument Use form MR01

THURSDAY



LD4

L3AEITD3

19/06/2014

#45

COMPANIES HOUSE

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

Company number 03978346

Company name in full Ffastfill Limited

13 For official use

→ 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 01/06/2014

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 UBS AG, Stamford Branch (as collateral agent and
trustee for 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

☐ 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 ①

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

☒

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

9

Signature

Please sign the form here

Signature

Signature

X *Allen & Overy 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 Nick Hallam

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 0000



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 3978346

Charge code. 0397 8346 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th June 2014 and created by FFASTFILL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2014

Given at Companies House, Cardiff on 24th June 2014



Companies House



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

SUPPLEMENTAL SECOND LIEN SECURITY AGREEMENT

DATED 10 JUNE 2014

between

THE COMPANIES LISTED IN SCHEDULE 1
as Chargors

and

UBS AG, STAMFORD BRANCH
as Administrative Agent

relating to

the May 2013 Second Lien Debenture and the July 2013 Second Lien
Debenture
(each as defined below)

THIS DEED IS ENTERED INTO SUBJECT TO THE TERMS
OF THE INTERCREDITOR AGREEMENT

Allen
Overy
11/

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 10 June 2014

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (each a **Chargor**), and
- (2) **UBS AG, STAMFORD BRANCH** as collateral agent and trustee for the Secured Parties (the **Administrative Agent**, which expression includes any person which is for the time being the agent for the Secured Parties for the purposes of the May 2013 Second Lien Debenture and the July 2013 Second Lien Debenture respectively).

BACKGROUND

- (A) ION Trading Technologies Limited as holdings (**Holdings**), ION Trading Technologies S.à r.l. as borrower (the **Borrower**) and Credit Suisse AG, Cayman Islands Branch as administrative agent, amongst others, have entered into a second lien credit agreement dated 22 May 2013 (the **2013 Second Lien Credit Agreement**)
- (B) On or about the date of this Deed, Holdings, the Borrower and the Administrative Agent have entered into an amended and restated second lien credit agreement in relation to the 2013 Second Lien Credit Agreement (the **Amended and Restated Second Lien Credit Agreement**)
- (C) On or about the date of this Deed, Credit Suisse AG, Cayman Islands Branch as existing agent, UBS AG Stamford Branch and the Borrower have entered into a second lien successor agent agreement whereby concurrently with the effectiveness of the Amended and Restated Second Lien Credit Agreement.
 - (i) Credit Suisse AG, Cayman Islands Branch resigned as administrative agent under the 2013 Second Lien Credit Agreement,
 - (ii) all of the rights, powers and duties of Credit Suisse AG, Cayman Islands Branch as existing administrative agent under the 2013 Second Lien Credit Agreement shall be vested in UBS AG, Stamford Branch as the successor administrative agent; and
 - (iii) the Borrower consents to the appointment of UBS AG, Stamford Branch as the successor administrative agent under the Amended and Restated Second Lien Credit Agreement
- (D) Each Chargor enters into this Deed in connection with the Amended and Restated Second Lien Credit Agreement
- (E) This Deed is supplemental to (1) a second lien debenture dated 22 May 2013 made between the relevant Chargors and Credit Suisse AG, Cayman Islands Branch as administrative agent (the **May 2013 Second Lien Debenture**), and (2) a second lien debenture dated 31 July 2013 and made between the relevant Chargors and Credit Suisse AG, Cayman Islands Branch as administrative agent (the **July 2013 Second Lien Debenture**, and together with the May 2013 Second Lien Debenture, the **Debentures** and each a **Debenture**)
- (F) It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows.

1. INTERPRETATION

1.1 Definitions

Unless expressly defined in this Deed or otherwise specified, capitalised terms defined in the Debentures have the same meanings in this Deed, and in addition:

First Lien Debenture Document means each of (1) a first lien debenture dated 22 May 2013 made between the relevant Chargors and Credit Suisse AG, Cayman Islands Branch as administrative agent (the **May 2013 First Lien Debenture**), (2) a first lien debenture dated 31 July 2013 and made between the relevant Chargors and Credit Suisse AG, Cayman Islands Branch as administrative agent (the **July 2013 First Lien Debenture**), and (3) a supplemental first lien security agreement dated on or about the date hereof in respect of the May 2013 First Lien Debenture and the July 2013 First Lien Debenture and made between the Chargors and the Administrative Agent (together, the **First Lien Debenture Documents**);

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the Debentures will have effect as if set out in this Deed, save that references to 'this Deed' in the Debentures shall be construed as references to this Deed

2. CONFIRMATION

2.1 Each Chargor acknowledges and agrees that

- (a) each Debenture secures (and was intended as and from the date thereof to secure) the payment, discharge and performance of the Secured Obligations (as defined in each such Debenture) including, without limitation, under the Amended and Restated Second Lien Credit Agreement as amended, varied, novated, supplemented, extended, restated (however fundamental and whether or not more onerous) or replaced including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Loan Document or Collateral Document (as defined in the Amended and Restated Second Lien Credit Agreement) or other document or security from time to time;
- (b) each Debenture continues to have full force and effect in accordance with its terms and to secure the payment, discharge and performance of the Secured Obligations (as defined in each such Debenture) including, without limitation, under the Amended and Restated Second Lien Credit Agreement in favour of the Secured Parties (as defined in each such Debenture) on the terms set out therein; and
- (c) without prejudice to the foregoing, to the extent (if any) to which (notwithstanding such acknowledgement and agreement) a Debenture does not have or continue to have full force or effect, each Chargor as security for the payment, discharge and performance of the Secured Obligations in favour of the Administrative Agent to hold on trust for the Secured Parties and on the terms set out in each such Debenture (all of which shall apply as between each Chargor and the Administrative Agent as if repeated and set out in full herein *mutatis mutandis* and as if dated as of the date of this Deed and as if any reference therein included a reference to this Deed):
 - (A) charges by way of first fixed charge (subject to any Security Interests created by way of fixed charge under any First Lien Debenture Document) all estates or interests in any freehold or leasehold property,

(B) charges

- (i) by way of a first legal mortgage (subject to any Security Interests created by way of legal mortgage under any First Lien Debenture Document) all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, this includes the shares specified in Schedule 2 (*Security Assets*) to each Debenture under the heading **Shares**, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf,

(C) charges by way of a first fixed charge (subject to any Security Interests created by way of fixed charge under any First Lien Debenture Document) all plant and machinery owned by it and its interest in any plant or machinery in its possession;

(D) charges by way of a first fixed charge (subject to any Security Interests created by way of fixed charge under any First Lien Debenture Document) all of its rights in respect of any amount standing to the credit of any Account and the debt represented by it,

(E) assigns absolutely (subject to any Security Interest created by way of assignment under any First Lien Debenture Document), subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest;

(F) charges by way of a first fixed charge (subject to any Security Interests created by way of fixed charge under any First Lien Debenture Document), all of its rights in respect of.

- (i) any know-how, source code, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Schedule 2 (*Security Assets*) to each Debenture under the heading **Specific Intellectual Property Rights**,

- (ii) any copyright or other intellectual property monopoly right, or

- (iii) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same,

(G) charges by way of first fixed charge (subject to any Security Interests created by way of legal mortgage or fixed charge under any First Lien Debenture Document)

- (i) any beneficial interest, claim or entitlement it has in any pension fund,

- (ii) its goodwill,
 - (iii) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
 - (iv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (iii) above, and
 - (v) its uncalled capital, and
- (H) charges by way of a first floating charge (subject to any Security Interests created by way of floating charge under any First Lien Debenture Document) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause (and such floating charge created by this Clause constitutes a **qualifying floating charge** for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986)
- 2 2 The Administrative Agent declares that it holds the benefit of this Deed on trust for the Secured Parties
3. **REPRESENTATIONS**
- 3 1 The Chargors make the representations set out in clause 3 (*Representations – General*), clause 5 2 (*Land – Information for Report on Title*), clause 5 3 (*Land - Title*), clause 6.2 (*Investments – Investments*), clause 7.1 (*Restricted Credit Balances – Representations*), clause 8 2 (*Intellectual Property – Representations*) and clause 9.2 (*Relevant Contracts – Representations*) of the Debentures on the date of this Deed to each Secured Party (as defined in each such Debenture)
- 3 2 Notwithstanding the terms of this Deed, the Parties agree that a Chargor will not be in breach of any obligation or undertaking or have made a misrepresentation, in each case, under this Deed, if such breach or misrepresentation (as applicable) has arisen solely as a result of the existence of the Security Interest granted under any First Lien Debenture Document and in the case of

(a) Patsystems (UK) Limited

- (i) a New York law governed amended and restated first lien collateral agreement entered into by, among others, Patsystems (UK) Limited, Rolfe & Nolan Limited, ION Consulting UK Limited and UBS AG, Stamford Branch as Administrative Agent, dated on or about the date hereof (**the Amended and Restated New York First Lien Collateral Agreement**);
- (ii) a New York law governed amended and restated second lien collateral agreement entered into by, among others, Patsystems (UK) Limited, Rolfe & Nolan Limited, ION Consulting UK Limited and UBS AG, Stamford Branch as Administrative Agent, dated on or about the date hereof (**the Amended and Restated New York Second Lien Collateral Agreement**);
- (iii) a New York law governed amended and restated first lien trademark security agreement entered into by Patsystems (UK) Limited and UBS AG, Stamford Branch as Administrative Agent, dated on or about the date hereof,

- (iv) a New York law governed amended and restated second lien trademark security agreement entered into by Patsystems (UK) Limited and UBS AG, Stamford Branch as Administrative Agent, dated on or about the date hereof,
 - (v) a New York law governed amended and restated first lien patent security agreement entered into by Patsystems (UK) Limited and UBS AG, Stamford Branch as Administrative Agent, dated on or about the date hereof, and
 - (vi) a New York law governed amended and restated second lien patent security agreement entered into by Patsystems (UK) Limited and UBS AG, Stamford Branch as Administrative Agent, dated on or about the date hereof,
- (b) Rolfe & Nolan Limited
- (i) the Amended and Restated New York First Lien Collateral Agreement;
 - (ii) the Amended and Restated New York Second Lien Collateral Agreement;
 - (iii) a New York law governed amended and restated first lien trademark security agreement entered into by Rolfe & Nolan Limited and UBS AG, Stamford Branch as Administrative Agent, dated on or about the date hereof, and
 - (iv) a New York law governed amended and restated second lien trademark security agreement entered into by Rolfe & Nolan Limited and UBS AG, Stamford Branch as Administrative Agent, dated on or about the date hereof, and
- (c) ION Consulting UK Limited
- (i) the Amended and Restated New York First Lien Collateral Agreement,
 - (ii) the Amended and Restated New York Second Lien Collateral Agreement;
 - (iii) a New York law governed amended and restated first lien trademark security agreement entered into by ION Consulting UK Limited and UBS AG, Stamford Branch as Administrative Agent, dated on or about the date hereof, and
 - (iv) a New York law governed amended and restated second lien trademark security agreement entered into by ION Consulting UK Limited and UBS AG, Stamford Branch as Administrative Agent, dated on or about the date hereof.

3.3 If any Chargor delivers any deed, certificate or other document to the Administrative Agent pursuant to the terms of a First Lien Debenture Document, and such deed, certificate or other document is also required to be delivered to the Administrative Agent pursuant to any equivalent term of this Deed, then the delivery to the First Lien Administrative Agent pursuant to the terms of the relevant First Lien Debenture Document shall constitute delivery of such documents to the Administrative Agent under this Deed. Any such deed, certificate or other document shall be held by the First Lien Administrative Agent under, and for the purposes of the First Lien Debenture Documents until all Security Interests granted under the First Lien Debenture Documents have been discharged in full. Upon the discharge of all Security Interests under the First Lien Debenture Documents, each Chargor shall: (a) procure that all such deeds, certificates and other documents are immediately delivered to and held by

the Administrative Agent under, and for the purposes of, this Deed; and (b) take all actions reasonably required to give effect to the ranking and Security Interest created under this Deed, this includes the execution of additional mortgages, charges or assignments.

4. FURTHER ASSURANCE

4.1 Subject to the applicable provisions of the Amended and Restated Second Lien Credit Agreement, each Chargor must, at its own expense, take whatever action the Administrative Agent or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Administrative Agent or any Receiver or any of their delegates or sub-delegates in respect of any Security Asset

This includes.

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Administrative Agent or to its nominee; and
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Administrative Agent may think expedient

4.2 The obligations of the Chargors under this Clause 4 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

5. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Administrative Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed at any time after the occurrence of an Event of Default which is continuing. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

6. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same deed

7. MISCELLANEOUS

7.1 This Deed and each Debenture, as supplemented by this Deed, are Non-U.S. Security Documents

7.2 The provisions of clauses 14 (*Third Party Rights*), clause 2.1(*General*) and clauses 20 (*Changes to the Parties*) to 26 (*Remedies and Waivers*) of the Debentures, and any other provisions thereof referred to in such clauses, shall be incorporated into this Deed as if repeated and set out in full herein *mutatis mutandis*

8. GOVERNING LAW AND JURISDICTION

8.1 **Governing Law**

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

8.2 Jurisdiction

- (a) The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**)
- (b) The Parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

THIS DEED has been duly executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE 1
THE CHARGORS

Chargor Name	Company Number	Jurisdiction of Incorporation
PATSYSTEMS LIMITED	04498002	England and Wales
PATSYSTEMS HOLDINGS LIMITED	03930861	England and Wales
PATSYSTEMS (UK) LIMITED	03086310	England and Wales
FFASTFILL LIMITED	03978346	England and Wales
FFASTFILL EUROPE LIMITED	03749883	England and Wales
MODERNE LITE LIMITED	04328294	England and Wales
ION TRADING UK LIMITED	03261502	England and Wales
ION CONSULTING UK LIMITED	02294625	England and Wales
YOLUS LIMITED	03952124	England and Wales
ROLFE & NOLAN LIMITED	01157638	England and Wales
ROLFE & NOLAN SYSTEMS LIMITED	03290332	England and Wales
ROLFE & NOLAN GROUP LIMITED	04641157	England and Wales
ROLFE & NOLAN INTERNATIONAL LIMITED	03235415	England and Wales
ROLFE & NOLAN HOLDINGS LIMITED	06229837	England and Wales

SIGNATORIES

THE CHARGORS

EXECUTED as a DEED by

PATSYSTEMS LIMITED

acting by

)
)
)
)
)

Director

Address 26th Floor, St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address

CIARAN HOGAN
4th floor, Minerva House,
Simmons Court Road
... Dublin 4

EXECUTED as a DEED by

PATSYSTEMS HOLDINGS LIMITED

acting by

)
)
)
)
)

Director

Address 26th Floor, St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

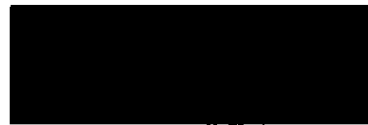
Address

CIARAN HOGAN
4th floor, Minerva House
Simmons Court Rd
Dublin 4

EXECUTED as a DEED by

PATSYSTEMS (UK) LIMITED
acting by

)
)
)
)
)



Director

Address 26th Floor, St. Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



*CLARENCE MCGOWAN
4th Floor, Murena House
Simonscourt Road
Dublin 4*

EXECUTED as a DEED by

FFASTFILL LIMITED
acting by

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)
)
)



Director

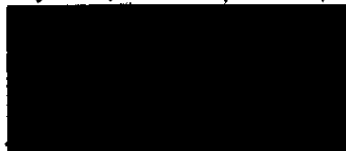
Address 26th Floor, St. Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



*CLARENCE MCGOWAN
4th Floor, Murena House
Simonscourt Road
Dublin 4*

EXECUTED as a DEED by

FFASTFILL EUROPE LIMITED
acting by

)
)
)
)
)



Director

Address 26th Floor, St. Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



CEALAN MCGLOW
4th Floor, Minerva House
Simmondscot Road
Dublin 4

EXECUTED as a DEED by

MODERNELITE LIMITED
acting by

)
)
)
)
)



Director

Address. 26th Floor, St. Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name:

Address



CEALAN MCGLOW
4th Floor, Minerva House
Simmondscot Road
Dublin 4

EXECUTED as a DEED by

ION TRADING UK LIMITED
acting by

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)
)



Director

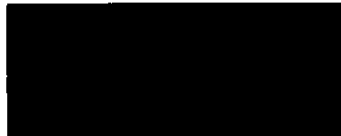
Address 26th Floor, St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



C. HAN O'GLOW
4th Floor, Minerva House
Summercourt Road
Dublin 4

EXECUTED as a DEED by

ION CONSULTING UK LIMITED
acting by

)
)
)
)
)



Director

Address 26th Floor, St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



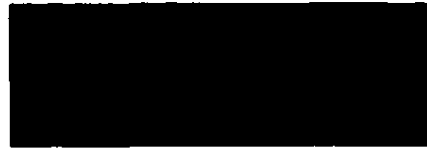
C. HAN O'GLOW
4th Floor, Minerva House
Summercourt Road
Dublin 4

EXECUTED as a DEED by

YOLUS LIMITED

acting by

)
)
)
)
)



Director

Address 26th Floor, St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



ALAN MCGOWN
4th Floor, Minerva House
Simonscourt Road
Dublin 4

EXECUTED as a DEED by

ROLFE & NOLAN LIMITED

acting by

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Director

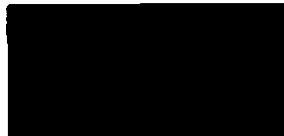
Address 26th Floor, St. Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



ALAN MCGOWN
4th Floor, Minerva House
Simonscourt Road
Dublin 4

EXECUTED as a DEED by

ROLFE & NOLAN SYSTEMS LIMITED

acting by

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)



Director

Address. 26th Floor, St. Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address.



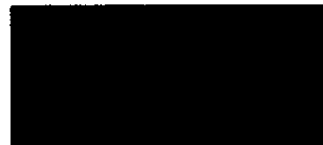
Alan McGowan
4th floor
Meriva House
Simmons Court Road
Dublin 4

EXECUTED as a DEED by

ROLFE & NOLAN GROUP LIMITED

acting by

)
)
)
)
)



Director

Address 26th Floor, St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address

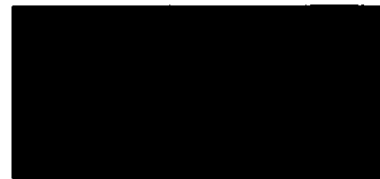


Alan McGowan
4th floor, Meriva House
Simmons Court Road
Dublin 4

EXECUTED as a DEED by

ROLFE & NOLAN INTERNATIONAL LIMITED
acting by

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)



Director

Address 26th Floor, St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature.

Name.

Address

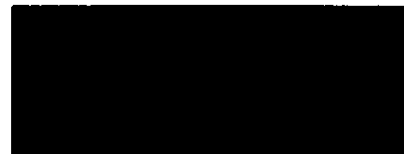


..... C. ALAN MCGOWAN
..... 4th Floor, Minerva House
..... Simonscourt Road
..... Dublin 4

EXECUTED as a DEED by

ROLFE & NOLAN HOLDINGS LIMITED
acting by

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Director

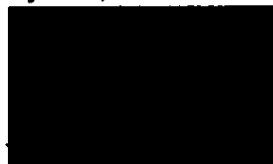
Address 26th Floor, St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature.

Name

Address.



..... C. ALAN MCGOWAN
..... 4th Floor, Minerva House
..... Simonscourt Road
..... Dublin 4


The Administrative Agent

EXECUTED as a DEED by
UBS AG, STAMFORD BRANCH

acting by


Authorised Signatory

Lana Gifas
Director
Banking Products Services, US


Authorised Signatory

Jennifer Anderson
Associate Director
Banking Product Services, US

Address: 677 Washington Blvd, Stamford, CT 06901

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Attention: DL-UBSAgency@ubs.com